



ORDINARY COUNCIL MEETING

NOTICE OF MEETING

To: Mayor Jan-Claire Wisdom

Councillor Ian Bailey
Councillor Kirilee Boyd
Councillor Nathan Daniell
Councillor Pauline Gill
Councillor Chris Grant
Councillor Linda Green
Councillor Malcolm Herrmann
Councillor John Kemp
Councillor Leith Mudge
Councillor Mark Osterstock
Councillor Kirsty Parkin
Councillor Andrew Stratford

Notice is given pursuant to the provisions under Section 83 of the *Local Government Act 1999* that the next meeting of the Council will be held on:

Tuesday 25 August 2020
6.30pm
63 Mt Barker Road Stirling

A copy of the Agenda for this meeting is supplied under Section 83 of the Act.

Meetings of the Council are open to the public and members of the community are welcome to attend. Public notice of the Agenda for this meeting is supplied under Section 84 of the Act.

Lachlan Miller
Acting Chief Executive Officer



ORDINARY COUNCIL MEETING

**AGENDA FOR MEETING
Tuesday 25 August 2020
6.30pm
63 Mt Barker Road Stirling**

ORDER OF BUSINESS

1. COMMENCEMENT

2. OPENING STATEMENT

“Council acknowledges that we meet on the traditional lands of the Peramangk and Kurna people and we recognise their connection with the land.

We understand that we do not inherit the land from our ancestors but borrow it from our children and in this context the decisions we make should be guided by the principle that nothing we do should decrease our children’s ability to live on this land.”

3. APOLOGIES/LEAVE OF ABSENCE

- 3.1. Apology
Mayor Jan-Claire Wisdom
- 3.2. Leave of Absence
Mayor Jan-Claire Wisdom 24 August 2020 to 22 September 2020
- 3.3. Absent

4. MINUTES OF PREVIOUS MEETINGS

Council Meeting – 28 July 2020

That the minutes of the ordinary meeting held on 28 July 2020 as supplied, be confirmed as an accurate record of the proceedings of that meeting.

5. DECLARATION OF CONFLICT OF INTEREST BY MEMBERS OF COUNCIL

6. MAYOR’S OPENING REMARKS

7. QUESTIONS ADJOURNED/LYING ON THE TABLE

- 7.1. Questions Adjourned
Nil
- 7.2. Questions Lying on the Table
Nil

8. PETITIONS / DEPUTATIONS / PUBLIC FORUM

- 8.1. Petitions
 - 8.1.1. Proposed Solar Development, Birdwood
- 8.2. Deputations
Nil
- 8.3. Public Forum

9. PRESENTATIONS (by exception)

Nil

10. QUESTIONS ON NOTICE

- 10.1. Avenue of Trees Woodside to Lobethal (Cr Herrmann)

11. MOTIONS ON NOTICE

- 11.1. Condolence motion for Bill Gale, Woodside (Cr Stratford)
- 11.2. Boundary Reform Options (Cr Osterstock)
- 11.3. Community Groups & COVID-19 impact (Cr Green)

12. ADMINISTRATION REPORTS – DECISION ITEMS

- 12.1. Fabrik Development Proposal
 - 1. *That the report be received and noted.*
 - 2. *That the Facility Development Plan, as contained in Appendix 1, be endorsed, noting that the Chief Executive Officer, or delegate, will continue to develop the plan through further stages of design.*
 - 3. *That the Council reaffirms the allocation of \$1.008m in the Long Term Financial Plan along with already committed funds of \$199,000 plus funding from the Local Roads and Community Infrastructure Fund, for the development of Fabrik and that an application be made to the Local Economic Recovery Program for the remaining \$3.0m.*

12.2. Gumeracha Court Resurfacing Project

1. *That the report be received and noted.*
2. *To approve the 2020-21 capital expenditure budget of \$220k to be funded by \$220k in capital grants income from the Federal Government Community Development Grants Program in accordance with initial funding documentation.*
3. *That \$150,000 be brought forward from the 2021-22 LTFP allocation into the 2020-21 Capital Program to enable the lighting and associated works at the Gumeracha courts to be undertaken.*
4. *That \$50,000 from the 2019-20 Capital Program be carried forward into the 2020-21 Capital Program to enable the lighting and associated works at the Gumeracha courts to be undertaken.*

12.3. Heathfield Change Room & Cricket Net Project

1. *That the report be received and noted.*
2. *To approve an increase in the 2020-21 Capital Expenditure Budget of \$1,088,949, resulting in a total project cost of \$1,414,851, to be funded by \$1,088,949 in grants and associated contributions for the Heathfield Oval Change Room and Cricket Net Project, in accordance with the Funding Agreements.*

12.4. Development Application Fee Waiver Clayton Church Homes Inc

1. *That the report be received and noted*
2. *To approve the waiver of development fees up to \$993.20 for Clayton Church Homes Inc. in relation to Development Application 20/333/473 for a development at 1142 and 1144 Greenhill Road Uraidla.*

12.5. 2019 – 2020 Preliminary End of Year Financial Results & Carry Forwards

1. *The report be received and the preliminary end of year financial results for 2019-20 be noted.*
2. *Operating Initiatives Carry Forward projects from 2019-20 totalling an amount of \$64k of expenditure as detailed in this report be approved for inclusion in the 2020-21 Budget.*
3. *Capital carry forward projects from 2019-20 totalling an amount of \$2.679m of expenditure and \$367k of income (Attachments 2 and 3 to this report) be approved for inclusion in the 2020-21 Budget.*
4. *The additional budget request of \$30k of expenditure matched by a \$30k operating grant (Attachment 4) be approved for inclusion in the 20-21 Budget.*
5. *The 2020-21 proposed Budgeted Uniform Presentation of Finances reflecting a revised budgeted Operating Surplus of \$829k before Capital Revenue and revised Net Borrowings of \$6.329m as summarised in Attachment 5 to this report be adopted.*

12.6. Local Government Elections Act Review Submission

1. *That the report be received and noted*
2. *To lodge its Local Government (Elections) Act 2020 – Review Submission at Appendix 1 to:*
 - a. *Minister for Local Government*
 - b. *Opposition Spokesman for Local Government*
 - c. *Local Members of Parliament*
 - d. *Office of Local Government*
 - e. *Local Government Association*
3. *To delegate to the Chief Executive Officer the authority to make any minor changes to the Review Submission to reflect matters raised in the debate on the Local Government (Elections) Act Review Submission report.*

12.7. Replacement Land Management Agreement – Pomona Road Stirling

1. *That the report be received and noted*
2. *To enter into a deed of rescission, rescinding Land Management Agreement 10923983 dated 10 March 2008 and Variation of Land Management Agreement 12221145 dated 22 October 2014 noted on the land comprised and described in Certificate of Title Book Volume 6127 Folio 47, known as 3 Pomona Road, Stirling*
3. *To enter into a deed of rescission, rescinding Land Management Agreement 13038239 dated 29 November 2018 noted on the land comprised and described in Certificate of Title Book Volume 6218 Folio 57, known as 5 Pomona Road, Stirling*
4. *To enter into the new Land Management Agreement with Aldi Foods Pty Ltd attached in Appendix 1 of this report for Certificate of Title Volume 6127 Folio 47 and Certificate of Title Volume 6128 Folio 57, known as 3 & 5 Pomona Road, Stirling, subject to the acceptance by the Council Assessment Panel to the variation of the approved landscaping plan for Development Application 16/463/473 and subject to the acceptance of the State Commission Assessment Panel to the variation of the approved landscaping plan for Development Application 19/272/473 (19/E9/473)*
5. *The Mayor & CEO are authorised to affix the Council Seal and execute the new Land Management Agreement, the Deeds of Rescission, and Consents to Note the new Land Management Agreement and Rescissions for 3 & 5 Pomona Road Stirling, and*
6. *The costs associated with the preparation, review by Council’s lawyers and registration of the new Land Management Agreement and the rescission of the existing Land Management Agreements and Variation of Land Management Agreement shall be borne by the Aldi Foods Pty Ltd.*

12.8. Development Application Fee Waiver Policy

1. *That the report be received and noted*
2. *With an effective date of 8 September 2020, to revoke the 9 May 2017 Development Application Fee Waiver Policy and to adopt the 25 August 2020 Draft Development Application Fee Waiver Policy as contained in Appendix 1 of this report.*
3. *That the CEO be permitted to make any formatting, nomenclature or other minor changes to the Policy as per Appendix 1 prior to the effective date.*

12.9. Nomination for GAROC

1. *That the report be received and noted*
2. *To determine that the method of selecting a Council Member to be nominated for the Greater Adelaide Regional Organisation of Councils be by an indicative vote utilising the process set out in this Agenda report.*
3. *To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred person for nomination for the Greater Adelaide Regional Organisation of Councils and for the meeting to resume once the results of the indicative vote have been declared.*
4. *To endorse the nomination of _____ for the Greater Adelaide Regional Organisation of Councils and authorise the Chief Executive Officer to lodge the completed nomination form to the Local Government Association by COB 28 August 2020.*

12.10. Nomination for LGA President

1. *That the report be received and noted*
2. *To determine that the method of selecting a Council Member to be nominated for the LGA President role be by an indicative vote utilising the process set out in this Agenda report.*
3. *To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred person for nomination for the LGA President role and for the meeting to resume once the results of the indicative vote have been declared.*
4. *To endorse the nomination of _____ for the LGA President role and authorise the Chief Executive Officer to lodge the completed nomination form to the Local Government Association by COB 28 August 2020.*

- 12.11. SA Power Network Tariff Agreement
- 1. That the report be received and noted.*
 - 2. That the Mayor and CEO be authorised to sign and seal the Letter of Offer and enter into the Tariff Agreement (Appendix 1) with SA Power Networks.*
- 12.12. Road Closures Young Drivers Awareness Course 2020 – 2021
- 1. That the report be received and noted*
 - 2. To, pursuant to Section 33(1) of the Road Traffic Act 1961 and Clause G of the Instrument of General Approval of the Minister dated 22 August 2013:*
 - a. Declare that the Driver Education Program that is to take place on Newman Road, Charleston is an event to which Section 33 of the Road Traffic Act 1961 applies.*
 - b. Make an order directing that a section of Newman Road, Charleston, between Five Lanes Road and Lewis Road, be closed to traffic for the period between 9.00am and 6.00pm on Wednesday 7 October 2020, and 9.00am and 6.00pm Wednesday 21 April 2021.*
 - c. Make an order directing that persons taking part in the event be exempt from the duty to observe the Australian Road Rules Rule 238 (Pedestrians travelling along a road).*
 - d. To make an order directing that all vehicles except emergency and participant vehicles and local residents living at the named section of Newman Road, be excluded from the closed section of road for the period of the closure.*
- 12.13. Policy Review – School Parking & Associated Facilities
- 1. That the report be received and noted*
 - 2. With an effective date of 8 September 2020, to revoke the 27 June 2017 School Parking and Associated Facilities Policy and to adopt the revised draft School Parking and Associated Facilities Policy contained in Appendix 1.*
 - 3. That the Chief Executive Officer be authorised to make any formatting, nomenclature or other minor changes to the School Parking and Associated Facilities Policy as per Appendix 1 prior to the effective date.*
- 12.14. Policy Review – Unsealed Roads
- 1. That the report be received and noted.*
 - 2. With an effective date of 8 September 2020, to revoke the 25 July 2017 Unsealed Roads Policy and to adopt the revised Unsealed Roads Policy in Appendix 1.*
 - 3. That the Chief Executive Officer be authorised to make any formatting, nomenclature or other minor changes to the Unsealed Roads Policy as per Appendix 1 prior to the effective date.*
- 12.15. Status Report – Council Resolutions Update
- Refer to Agenda Item*

13. ADMINISTRATION REPORTS – INFORMATION ITEMS

- 13.1. Quarterly Council Performance Report Q4

14. QUESTIONS WITHOUT NOTICE

15. MOTIONS WITHOUT NOTICE

16. REPORTS

- 16.1. Council Member Function or Activity on the Business of Council
- 16.2. Reports of Members/Officers as Council Representatives on External Organisations
- 16.3. CEO Report

17. REPORTS OF COMMITTEES

- 17.1. Council Assessment Panel – 12 August 2020
That the minutes of the CAP meeting held on 12 August 2020 as supplied, be received and noted.
- 17.2. Strategic Planning & Development Policy Committee
Nil
- 17.3. Audit Committee - 17 August 2020
That the minutes of the Audit Committee meeting held on 17 August 2020 as supplied, be received and noted
- 17.4. CEO Performance Review Panel
Nil

18. CONFIDENTIAL ITEMS

Nil

19. NEXT MEETING

Tuesday 22 September 2020, 6.30pm, 63 Mt Barker Road, Stirling

20. CLOSE MEETING

Council Meeting/Workshop Venues 2020

DATE	TYPE	LOCATION	MINUTE TAKER
SEPTEMBER 2020			
Thurs 3 September	CEO PRP	Stirling	TBA
Tues 8 September	Workshop	TBA	N/A
Wed 9 September	CAP	TBA	Karen Savage
Tues 15 September	Professional Development	TBA	N/A
Tues 22 September	Council	Stirling	Pam Williams
OCTOBER 2020			
Tues 13 July	Workshop	TBA	N/A
Wed 14 October	CAP	TBA	Karen Savage
Mon 19 October	Audit Committee	Stirling	TBA
Tues 20 October	Professional Development	TBA	N/A
Tues 27 October	Council	Stirling	Pam Williams
NOVEMBER 2020			
Tues 10 November	Workshop	Woodside	N/A
Wed 11 November	CAP	TBA	Karen Savage
Mon 16 November	Audit Committee	Stirling	TBA
Tues 17 November	Professional Development	TBA	N/A
Tues 24 November	Council	Stirling	Pam Williams
Thurs 26 November	CEO PRP	Stirling	TBA
DECEMBER 2020			
Wed 9 December	CAP	TBA	Karen Savage
Tues 15 December	Council	Stirling	Pam Williams

Meetings are subject to change, please check agendas for times and venues. All meetings (except Council Member Professional Development) are open to the public.

Community Forums 2020

6.00 for 6.30pm

(dates and venues to be confirmed)

DATE	LOCATION
Tues 29 September	Mylor

Conflict of Interest Disclosure Form

CONFLICTS MUST BE DECLARED VERBALLY DURING MEETINGS

Councillor:

Date:

Meeting name:

Agenda item no:

1. I have identified a conflict of interest as:

MATERIAL ACTUAL PERCEIVED

MATERIAL: Conflict arises when a council member or a nominated person will gain a benefit or suffer a loss (whether directly or indirectly and whether pecuniary or personal) if the matter is decided in a particular manner. If declaring a material conflict of interest, Councillors must declare the conflict and leave the meeting at any time the item is discussed.

ACTUAL: Conflict arises when there is a conflict between a council member's interests (whether direct or indirect, personal or pecuniary) and the public interest, which might lead to decision that, is contrary to the public interest.

PERCEIVED: Conflict arises in relation to a matter to be discussed at a meeting of council, if a council member could reasonably be taken, from the perspective of an impartial, fair-minded person, to have a conflict of interest in the matter – whether or not this is in fact the case.

2. The nature of my conflict of interest is as follows:

(Describe the nature of the interest, including whether the interest is direct or indirect and personal or pecuniary)

3. I intend to deal with my conflict of interest in the following transparent and accountable way:

I intend to **leave** the meeting (*mandatory if you intend to declare a Material conflict of interest*)

OR

I intend to **stay** in the meeting (**complete part 4**) (*only applicable if you intend to declare a Perceived (Actual conflict of interest)*)

4. The reason I intend to stay in the meeting and consider this matter is as follows:

(This section must be filled in. Ensure sufficient detail is recorded of the specific circumstances of your interest.)

and that I will receive no benefit or detriment direct or indirect, personal or pecuniary from considering and voting on this matter.

CONFLICTS MUST ALSO BE DECLARED VERBALLY DURING MEETINGS

Governance use only: Member voted FOR/AGAINST the motion.



Ordinary Business Matters

A **material, actual** or **perceived** Conflict of Interest does not apply to a matter of ordinary business of the council of a kind prescribed by regulation.

The following ordinary business matters are prescribed under Regulation 8AAA of the Local Government (General) Regulations 2013.

- (a) the preparation, discussion, conduct, consideration or determination of a review under section 12 of the Act
 - (b) the preparation, discussion, adoption or revision of a policy relating to allowances and benefits payable to members if the policy relates to allowances and benefits payable equally to each member (rather than allowances and benefits payable to particular members or particular office holders)
 - (c) the preparation, discussion, adoption or alteration of a training and development policy under section 80A of the Act
 - (d) the preparation, discussion, adoption or amendment of a strategic management plan under section 122 of the Act
 - (e) the adoption or revision of an annual business plan
 - (f) the adoption or revision of a budget
 - (g) the declaration of rates (other than a separate rate) or a charge with the character of a rate, and any preparation or discussion in relation to such a declaration
 - (h) a discussion or decision of a matter at a meeting of a council if the matter—
 - (i) relates to a matter that was discussed before a meeting of a subsidiary or committee of the council
 - (ii) the relevant interest in the matter is the interest of the council that established the committee or which appointed, or nominated for appointment, a member of the board of management of the council subsidiary or regional subsidiary.
- (2) For the purposes of section 75(3)(b) of the Act, a member of a council who is a member, officer or employee of an agency or instrumentality of the Crown (within the meaning of section 73(4) of the Act) will not be regarded as having an interest in a matter before the council by virtue of being a member, officer or employee.

Engagement and membership with groups and organisations exemption

A member will not be regarded as having a conflict of interest **actual** or **perceived** in a matter to be discussed at a meeting of council by reason only of:

- an engagement with a community group, sporting club or similar organisation undertaken by the member in his or her capacity as a member; or membership of a political party
- membership of a community group, sporting club or similar organisation (as long as the member **is not** an office holder for the group, club or organisation)
- the member having been a student of a particular school or his or her involvement with a school as parent of a student at the school
- a nomination or appointment as a member of a board of a corporation or other association, if the member was nominated for appointment by a Council.

However, the member will still be required to give careful consideration to the nature of their association with the above bodies. Refer Conflict of Interest Guidelines.

For example: *If your **only** involvement with a group is in your role as a Council appointed liaison as outlined in the Council appointed liaison policy, you will not be regarded as having a conflict of interest actual or perceived in a matter, and are NOT required to declare your interest.*

Item 4 Minutes of Council

**ADELAIDE HILLS COUNCIL
MINUTES OF ORDINARY COUNCIL MEETING
TUESDAY 28 JULY 2020
VIA AUDIO/VISUAL LINK**

In Attendance

Presiding Member: Mayor Jan-Claire Wisdom (via audio/visual link)

Members:

Councillor Ian Bailey (via audio/visual link)
Councillor Kirrilee Boyd (via audio/visual link)
Councillor Nathan Daniell (via audio/visual link)
Councillor Pauline Gill (via audio/visual link)
Councillor Chris Grant (via audio/visual link)
Councillor Linda Green (via audio/visual link)
Councillor Malcolm Herrmann (until 7.58pm) (via audio/visual link)
Councillor John Kemp (via audio/visual link)
Councillor Leith Mudge (via audio/visual link)
Councillor Mark Osterstock (via audio/visual link)
Councillor Kirsty Parkin (via audio/visual link)
Councillor Andrew Stratford (via audio/visual link)

In Attendance:

Andrew Aitken	Chief Executive Officer
Peter Bice	Director Infrastructure & Operations
Marc Salver	Director Development & Regulatory Services
David Waters	Director Community Capacity
Lachlan Miller	Executive Manager Governance & Performance
Deryn Atkinson	Manager Development Services
Natalie Westover	Manager Property Services
Megan Sutherland	Manager Organisational Development
Jennifer Blake	Manager Communications Engagement & Events
James Szabo	Senior Strategic & Policy Planner
Lynne Griffiths	Community & Cultural Development Officer
Steven Watson	Governance & Risk Coordinator
Pam Williams	Minute Secretary

1. COMMENCEMENT

The meeting commenced at 6.31pm.

Mayor _____ 25 August 2020

**ADELAIDE HILLS COUNCIL
MINUTES OF ORDINARY COUNCIL MEETING
TUESDAY 28 JULY 2020
VIA AUDIO/VISUAL LINK**

2. OPENING STATEMENT

“Council acknowledges that we meet on the traditional lands of the Peramangk and Kaurna people and we recognise their connection with the land.

We understand that we do not inherit the land from our ancestors but borrow it from our children and in this context the decisions we make should be guided by the principle that nothing we do should decrease our children’s ability to live on this land”.

3. APOLOGIES/LEAVE OF ABSENCE

3.1 Apology

Nil

3.2 Leave of Absence

Moved Cr John Kemp
S/- Cr Pauline Gill

133/20

That Leave of Absence be granted for Mayor Jan-Claire Wisdom from 3 August to 23 August 2020.

Carried Unanimously

3.3 Absent

Nil

4. MINUTES OF PREVIOUS MEETINGS

4.1 Council Meeting – 25 June 2020

Moved Cr Malcolm Herrmann
S/- Cr Leith Mudge

134/20

That the minutes of the Ordinary Council meeting held on 25 June 2020 as supplied, be confirmed as an accurate record of the proceedings of that meeting.

Carried Unanimously

**ADELAIDE HILLS COUNCIL
MINUTES OF ORDINARY COUNCIL MEETING
TUESDAY 28 JULY 2020
VIA AUDIO/VISUAL LINK**

4.2 Special Council Meeting – 30 June 2020

Moved Cr Ian Bailey

S/- Cr Pauline Gill

135/20

That the minutes of the Special Council meeting held on 30 June 2020 as supplied, be confirmed as an accurate record of the proceedings of that meeting.

Carried Unanimously

5. DECLARATION OF CONFLICT OF INTEREST BY MEMBERS OF COUNCIL

5.1 Material Conflict of Interest, Cr Osterstock Item 12.7 Nomination to Local Government Grant Commission

Under Section 74 of the *Local Government Act 1999* Cr Mark Osterstock disclosed a Material Conflict of Interest in Item 12.7, Nomination to Local Government Grant Commission, the nature of which is as follows:

- A sitting fee is payable to the successful candidate

6. PRESIDING MEMBER'S OPENING REMARKS

Mayor Jan-Claire Wisdom thanked Council Members for continuing to participate in audio/visual meetings. The Mayor has received feedback that the majority of Council Members support the continued use of electronic participation and this will be reviewed for meetings to be held in August. Members were reminded to mute their microphones unless speaking. Mayor Wisdom welcomed members of gallery, and thanked them for their interest.

7. QUESTIONS ADJOURNED/LYING ON THE TABLE

7.1 Questions Adjourned

Nil

7.2 Questions Lying on the Table

Nil

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8. PETITIONS/DEPUTATIONS**8.1 Petitions**

Nil

8.2 Deputations

Nil

9. PRESENTATIONS

Nil

10. QUESTIONS ON NOTICE

Nil

11. MOTIONS ON NOTICE**11.1 Late Lewis (Lew) Brickhill**

Moved Cr Malcolm Herrmann

S/- Cr Chris Grant

136/20

That the CEO investigates, in consultation with the family and the Friends of Bushland Park, how the memory of the late Lewis Norman Brickhill can be commemorated for his contribution to, not only Lobethal Bushland Park, but also to the wider community, and provides a report to Council by 30 September 2020.

Carried Unanimously

12. OFFICER REPORTS – DECISION ITEMS**12.1 Genetically Modified Crops Legislation Change - Community Engagement Plan**

Moved Cr Chris Grant

S/- Cr Leith Mudge

137/20

Council resolves:

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1. That the report be received and noted.
2. The Council will consider whether to apply to the Minister for Primary Industries and Regional Development under Section 5A(1) of the *Genetically Modified Crops Management Act 2004* for the designation of the Council area as an area in which no genetically modified food crops may be cultivated.
3. Pursuant to Section 5A(2) of the *Genetically Modified Crops Management Act 2004*, the Council seeks the views of its community, including persons engaged in primary production activities and food processing or manufacturing activities in the area of the Council, regarding whether or not such an application should be made.
4. To approve the community engagement plan that forms Appendix 1 to this report with an amendment to the final bullet point on page 5 of the Engagement Plan by adding the following words at the end of the sentence “..., particularly those who might be positively or negatively impacted by lack of or otherwise, of a GM Free Zone in the Adelaide Hills Council district or region,” and delegate to the Chief Executive Officer the authority to make minor changes to the plan as may be required prior to community and stakeholder consultation commencing.
5. To approve a review of the Genetically Modified Crops Policy that forms Appendix 2 to run concurrently with the community engagement process.
6. That a report be submitted to a September 2020 Council meeting, based on community engagement and analysis, for a decision on whether or not to apply to the Minister for Primary Industries and Regional Development to be designated a GM crop free area.
7. That the consultation feedback report be referred to the Southern & Hills Local Government Association to consider the merits of a regional approach to Genetically Modified crops in the region if one or more neighbouring councils resolve to apply to the Minister to be designated as a GM crop free area.

6.55pm Mayor Wisdom’s connection to the audio/visual link dropped out and she left the meeting.

Deputy Mayor Nathan Daniell took the chair.

7.03pm Mayor Wisdom resumed the chair.

Carried Unanimously

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12.2 Development Application Fee Waiver – Oakbank Golf Club

Moved Cr Leith Mudge
S/- Cr Kirsty Parkin

138/20

Council resolves:

1. That the report be received and noted
2. To approve the waiver of development fees up to \$356.50 for Oakbank Golf Club Inc. in relation to Development Application 473/626/2020 for a development at 10 Smith Street Oakbank.

Carried Unanimously

12.3 Arts & Heritage Collection Policy

Moved Cr Kirsty Parkin
S/- Cr John Kemp

139/20

Council resolves:

1. That the report be received and noted.
2. With an effective date of 12 August 2020, adopt the 28 July 2020 Arts and Heritage Collection Policy as per Appendix 1 with the addition of the following after the final paragraph of clause 4.6: 'The final decision on deaccession and disposal will be by resolution of the Council'.
3. That the Chief Executive Officer be authorised to make any formatting, nomenclature or other minor changes to the 28 July 2020 Arts and Heritage Collection Policy prior to the effective date of adoption.

Carried Unanimously

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12.4 Federal Black Spot Program Funding Deed Kersbrook, Mylor, Ironbank & Forreston

Moved Cr Malcolm Herrmann
S/- Cr Linda Green

140/20

Council resolves:

- 1. That the report be received and noted.**
- 2. To execute the Funding Deeds as follows:**
 - a. 2020-2021 South Australia Black Spot Program – Checker Hill Road, Kersbrook**
 - b. 2020-2021 South Australia Black Spot Program – Ridge Road, Mylor**
 - c. 2020-2021 South Australia Black Spot Program – Ironbank Road, Ironbank**
 - d. 2020-2021 South Australia Black Spot Program – Martin Hill Road, Forreston**
- 3. The Chief Executive Officer and Mayor are authorised to sign and affix the seal of the Adelaide Hills Council to the respective Funding Deeds under the State Blackspot Program.**
- 4. To approve an increase in the 2020-21 capital expenditure budget of \$369k offset by \$551k in capital income for the Road Safety Program Capital project in accordance with the Funding Deeds.**
- 5. That the CEO be authorised to write a letter of acknowledgement to the Hon Michael McCormack MP, Deputy Prime Minister and Minister for Infrastructure, Transport and Regional Development thanking the Federal Government for the Blackspot Funding Program.**

Carried Unanimously

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7.30pm Cr Malcolm Herrmann left the meeting.
7.31pm Cr Malcolm Herrmann returned to the meeting.

12.5 Local Government Reform Bill Advocacy Position

**Moved Cr John Kemp
S/- Cr Kirsty Parkin**

141/20

Council resolves:

- 1. That the report be received and noted**
- 2. To lodge its *Statutes Amendment (Local Government Review) Bill 2020* – Reform Submission at Appendix 1, with a revision to the response for section 11a to ‘partially supported with capping of council members to 13’, to:
 - a. Minister for Local Government**
 - b. Opposition Spokesman for Local Government**
 - c. Local Members of Parliament**
 - d. Office of Local Government**
 - e. Local Government Association****
- 3. To delegate to the Chief Executive Officer the authority to make any minor changes to the Reform Submission to reflect matters raised in the debate on the Local Government Reform Submission report.**

Carried Unanimously

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12.6 Community & Recreation Facility Framework Internal Working Group Nomination of Members

**Moved Cr Linda Green
S/- Cr Pauline Gill**

142/20

Council resolves:

- 1. That the report be received and noted.**
- 2. To determine that the method of selecting the Council Members (up to four Council Members) for the CRFFIWG be by an indicative vote to determine the preferred person(s) utilising the process set out in this Agenda report.**
- 3. To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred person(s) for the CRFFIWG Council Member roles and for the meeting to resume once the results of the indicative votes have been declared.**

Carried Unanimously

7.58pm The Council Meeting adjourned.

7.58pm Cr Malcolm Herrmann left the Meeting and did not return.

8.20pm The Council Meeting resumed.

12.6.1 Community & Recreation Facility Framework Internal Working Group Appointment of Members

**Moved Cr Leith Mudge
S/- Cr Kirrilee Boyd**

143/20

Council resolves to appoint Cr Ian Bailey, Cr Pauline Gill, Cr Nathan Daniell and Cr Kirsty Parkin for a 24 month term to commence on 29 July 2020 and to conclude on 28 July 2022 (inclusive), to be reviewed prior to the expiration of the said term.

Carried Unanimously

**ADELAIDE HILLS COUNCIL
MINUTES OF ORDINARY COUNCIL MEETING
TUESDAY 28 JULY 2020
VIA AUDIO/VISUAL LINK**

12.7 Nomination to Local Government Grants Commission – voting procedure

**Moved Cr Nathan Daniell
S/- Cr Kirrilee Boyd**

144/20

Council resolves

- 1. That the report be received and noted.**
- 2. To determine that the method of selecting the Council Member(s) and or Council Officer(s) to be nominated for the Local Government Grants Commission be by an indicative vote utilising the process set out in this Agenda report.**
- 3. To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred person(s) for nomination for the Local Government Grants Commission and for the meeting to resume once the results of the indicative vote have been declared.**

Carried unanimously

8.33pm The Council Meeting adjourned.

8.34pm The Council Meeting resumed.

Cr Mark Osterstock declared a Material Conflict of Interest at Agenda Item 5 'Declaration of Interest by Members of the Council' in relation to Item 12.7.2 Nomination to Local Government Grants Commission.

8.35pm Cr Mark Osterstock left the Meeting.

12.7.2 Nomination to Local Government Grants Commission

**Moved Cr Leith Mudge
S/- Cr Linda Green**

145/20

To endorse the nomination of Cr Mark Osterstock for the Local Government Grants Commission and authorise the Chief Executive Officer to lodge the completed nomination form(s) to the Local Government Association by COB 14 August 2020.

Carried unanimously

**ADELAIDE HILLS COUNCIL
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8.39pm Cr Mark Osterstock joined the Meeting.

12.7.3 Adjournment

**Moved Cr Leigh Mudge
S/- Cr Kirsty Parkin**

146/20

That the meeting adjourn for a 10 minute break.

Carried unanimously

8.39pm The Council Meeting adjourned.

8.53pm The Council Meeting resumed.

12.8 Citizen of the Year Awards Presentation location

**Moved Cr Pauline Gill
S/- Cr Chris Grant**

147/20

Council resolves:

- 1. That the report be received and noted.**
- 2. That the winners of the three primary Australia Day Awards – Citizen of the Year, Young Citizen of the Year and Community Event of the Year – be given the opportunity to receive their award at a community celebration of their choice, commencing in January 2021.**

Carried unanimously

**ADELAIDE HILLS COUNCIL
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TUESDAY 28 JULY 2020
VIA AUDIO/VISUAL LINK**

12.9 Road Closure adj Posen Road Birdwood

Moved Cr Kirsty Parkin

S/- Cr Linda Green

148/20

Council resolves:

- 1. That the report be received and noted**
- 2. To make a Road Process Order pursuant to the *Roads (Opening & Closing) Act 1991* to close and merge the piece of land identified as "A" in the Preliminary Plan No. 20/0005 attached to this report with Piece 14 in Deposited Plan No. 63287 comprised in Certificate of Title Volume 5911 Folio 108.**
- 3. Subject to the closure of the road identified in the Preliminary Plan attached, that:**
 - The closed road be excluded as Community Land pursuant to the *Local Government Act 1999*; and**
 - The piece marked "A" be sold to Mrs Elizabeth Addams-Williams, the owner of the property with which it is merging for the amount of \$8,000 plus GST (if applicable) and all fees and charges associated with the road closure process.**
- 4. Authorise the Chief Executive to finalise and sign all necessary documentation to close and sell the above portion of closed road pursuant to this resolution.**

Carried unanimously

ADELAIDE HILLS COUNCIL
MINUTES OF ORDINARY COUNCIL MEETING
TUESDAY 28 JULY 2020
VIA AUDIO/VISUAL LINK

12.10 Road Widening Netherhill Road Kenton Valley

Moved Cr Ian Bailey
S/- Cr Pauline Gill

149/20

Council resolves:

1. That the report be received and noted
2. To purchase the areas of land totalling 335 sqm identified in red on the Land Acquisition Plan attached as *Appendix 2* ("land") from Stephen Paul Cowie the land owner at 67 Nether Hill Road, Kenton Valley, for the purchase price of \$6,700 (excl GST) plus all reasonable costs to vest the Land as public road.
3. To purchase the area of land being 188 sqm identified in red on the Land Acquisition Plan attached as *Appendix 2* ("land") from Paul Andrew Arnup and Danielle Marie Beatrice Helbers the land owner at 109 Nether Hill Road, Kenton Valley, for the purchase price of \$3,760 (excl GST) plus all reasonable costs to vest the Land as public road.
4. The road land being acquired to be excluded as Community Land pursuant to the *Local Government Act 1999*; and
5. That the Mayor and CEO be authorised to sign all necessary documentation, including affixing the common seal, to give effect to this resolution.
6. To approve an expenditure budget of \$10,460 to purchase the two areas of land on Nether Hill Road, Kenton Valley, with funding to be sourced from favourable capital revenue identified within the 2020-21 Capital Works budget.

Carried unanimously

**ADELAIDE HILLS COUNCIL
MINUTES OF ORDINARY COUNCIL MEETING
TUESDAY 28 JULY 2020
VIA AUDIO/VISUAL LINK**

12.11 CEO Performance Target Finalisation and Proposed 2020 – 2021 Performance Targets

Moved Cr Mark Osterstock
S/- Cr Pauline Gill

150/20

Council resolves:

1. That the report be received and noted
2. That the CEO has achieved the following outcomes in relation to the 2019-20 CEO Performance Targets:
 - Target 1 – Completed
 - Target 2 – Completed
 - Target 3 – Completed
 - Target 4 – Deferred by Council decision
 - Target 5 – Completed
 - Target 6 – Completed modified target by Council decision
3. To adopt the proposed 2020-2021 CEO Performance Targets recommended by the Panel as per *Appendix 2*.

Carried unanimously

12.12 Strategic Internal Audit Plan Revision

Moved Cr Leigh Mudge
S/- Cr John Kemp

149/20

Council resolves:

1. That the report be received and noted.
2. That Council adopt the revised Strategic Internal Audit Plan (v1.4a) as contained in Appendix 1.

Carried unanimously

**ADELAIDE HILLS COUNCIL
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12.13 Status Report – Council Resolutions Update

Moved Cr Pauline Gill
S/- Cr Linda Green

151/20

Council resolves:

1. That the report be received and noted
2. The following completed items be removed from the Action List:

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI
22/10/2019	Ordinary Council	247/19	Local Heritage Grant Fund	None declared
26/05/2020	Ordinary Council	90/20	Local Heritage Grant Fund Project Approvals	Perceived - Cr Mudge
23/06/2020	Ordinary Council	101/20	Petition - Footpath, Cudlee Creek	None declared
23/06/2020	Ordinary Council	103/20	AHRWMA Charter Review	None declared
23/06/2020	Ordinary Council	107/20	Stirling Market Road Closure Permit Renewal	Actual - Cr Boyd
23/06/2020	Ordinary Council	110/20	Disclosure of Interest - AH Tourism	None declared
23/06/2020	Ordinary Council	111/20	Delegations Review	None declared
30/06/2020	Special Council	124/20	Annual Business Plan & Budget Adoption	None declared
30/06/2020	Special Council	125/20	Annual Service Charge	Material - Cr Herrmann Material - Cr Green Material - Cr Stratford
30/06/2020	Special Council	126/20	Draft Fees & Charges	Material - Cr Stratford Material - Cr Herrmann Material - Cr Green
30/06/2020	Special Council	127/20	Discretionary Rate Rebate	None declared

Carried unanimously

Mayor _____ 25 August 2020

**ADELAIDE HILLS COUNCIL
MINUTES OF ORDINARY COUNCIL MEETING
TUESDAY 28 JULY 2020
VIA AUDIO/VISUAL LINK**

13. OFFICER REPORTS - INFORMATION ITEMS

13.1 Code of Conduct Complaint

**Moved Cr John Kemp
S/- Cr Nathan Daniell**

152/20

Council resolves that the report be received and noted.

Carried unanimously

14. QUESTIONS WITHOUT NOTICE

Cr Ian Bailey – Hunters Road Basket Range remedial work, Ministerial decisions and road closures.

15. MOTIONS WITHOUT NOTICE

Nil

16. REPORTS

16.1 Council Member Function or Activity on the Business of Council

Mayor Jan-Claire Wisdom

- 24 June, Meeting with Chair and CEO Infrastructure Australia via zoom
- 7 July, Boundary discussion with Mt Barker Council Mayor and CEO via zoom
- 7 July, Boundary discussion with Mitcham Council Mayor and CEO via zoom
- 8 July, Boundary discussion with Burnside Council Mayor and CEO via zoom
- 8 July, Boundary discussion with Barossa Council Mayor and CEO via zoom
- 13 July, Meeting with RDA AHFKI Chair and CEO via zoom
- 13 July, Boundary discussion with Mid-Murray Mayor and CEO
- 14 July, Boundary discussion with Tea Tree Gully Deputy Mayor and CEO via zoom
- 14 July, Meeting with Rebekha Sharkie, Federal Member for Mayo, Mt Barker
- 15 July, Briefing with SA Minister for Sport and Recreation, Hon Corey Wingard, Heathfield Oval
- 17 July, Meeting with John Gardner MP for Morialta via zoom
- 17 July, Meeting with Dr Richard Harvey MP for Newland via zoom
- 20 July, Boundary discussions with Playford Mayor and CEO via zoom
- 28 July, Media – ABC Mt Gambier re bushfire recovery/preparation via phone

**ADELAIDE HILLS COUNCIL
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Cr Pauline Gill

- 2 July, Kersbrook Residents Association meeting
- 16 July, Phase Three Council Elected Members - ePlanning Demonstration and Briefing via video

16.2 Reports of Members as Council/Committee Representatives on External Organisations

Mayor Jan-Claire Wisdom

- 24 June, GAROC Recovery webinar (use of libraries) via zoom
- 1 July, GAROC Recovery webinar (facilitating social inclusiveness) via zoom
- 6 July, GAROC Committee Meeting via zoom
- 8 July, GAROC Recovery webinar (encouraging retail demand) via zoom
- 20 July, LGA SA Board briefing via zoom
- 23 July, LGA SA Board Meeting via zoom

16.3 CEO Report

Andrew Aitken, CEO, provided Council with a verbal Corporate Update:

- Mobile Muster Award
- Undergrounding of power lines in Gumeracha
- Pedestrian ramps and Wombat crossings
- Footpath renewal
- Stormwater upgrades
- Cemetery extension, Kersbrook
- COVID training
- Development Applications for Bushfire affected residents

17. REPORTS OF COMMITTEES

17.1 Council Assessment Panel – 8 July 2020

**Moved Cr Nathan Daniell
S/- Cr John Kemp**

153/20

That the minutes of the Council Assessment Panel meeting of 8 July 2020 as distributed, be received and noted.

Carried unanimously

**ADELAIDE HILLS COUNCIL
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17.2 Strategic Planning & Development Policy Committee

Nil

17.3 Audit Committee

Nil

17.4 CEO Performance Review Panel – 9 July 2020

Moved Cr Mark Osterstock

S/- Cr Linda Green

154/20

That the minutes of the CEO Performance Review Panel meeting of 9 July 2020 as distributed, be received and noted.

Carried unanimously

18. CONFIDENTIAL ITEMS

18.1 Appointment of Independent Member to Council Assessment Panel – Exclusion of the Public

Moved Cr Ian Bailey

S/- Cr Kirrilee Boyd

155/20

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

- CEO, Andrew Aitken
- Director Infrastructure & Operations, Peter Bice
- Director Development & Regulatory Services, Marc Salver
- Director Community Capacity, David Waters
- Manager Property Services, Natalie Westover
- Executive Manager Governance & Performance, Lachlan Miller
- Governance & Risk Coordinator, Steven Watson
- Minute Secretary, Pam Williams

be excluded from attendance at the meeting for Agenda Item 19.1: (Appointment of Independent Member to the Council's Assessment Panel (CAP)) in confidence.

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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:

Section 90(3)(a) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this Agenda Item is information relating to the appointment of Independent Members to the Council's Assessment Panel (CAP), the disclosure of which -

- (a) Information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead);

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.

Carried unanimously

**ADELAIDE HILLS COUNCIL
MINUTES OF ORDINARY COUNCIL MEETING
TUESDAY 28 JULY 2020
VIA AUDIO/VISUAL LINK**

18.2 Appointment of Independent Member to Council Assessment Panel – Confidential Item

**Moved Cr John Kemp
S/- Cr Pauline Gill**

156/20

Council resolves:

- 1. That the report be received and noted**
- 2. That Council appoints Paul Mickan as an Independent Member to the Council's Assessment Panel for a 9 month period commencing on 1 September 2020 and expiring on 31 May 2021.**

Carried unanimously

**ADELAIDE HILLS COUNCIL
MINUTES OF ORDINARY COUNCIL MEETING
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18.3 Appointment of Independent Member to Council Assessment Panel – Period of Confidentiality

Moved Cr Pauline Gill
S/- Cr Kirsty Parkin

157/20

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 19.1 in confidence under sections 90(2) and 90(3)(a) of the *Local Government Act 1999* and the provisions of the *Local Government (Access to Meeting and Documents) Amendment Act 2002*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* that the report, related attachments and the minutes of Council and the discussion and considerations of the subject matter be retained in confidence until the Community Representatives referred to in the item are appointed, but not longer than 30 August 2020.

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

Carried unanimously

19. NEXT ORDINARY MEETING

The next ordinary meeting of the Adelaide Hills Council will be held on Tuesday 25 August 2020 from 6.30pm, venue to be confirmed.

20. CLOSE MEETING

The meeting closed at 9.37pm.

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 8.1.1

Responsible Officer: Steven Watson
Acting Executive Manager Governance & Performance
Office of the Chief Executive

Subject: Development Assessment 20/530/473, proposed solar
development at Birdwood

For: Decision

SUMMARY

A petition has been received with 28 signatories stating:

“That the proposed solar development at Lot 16 Torrens Valley Road Birdwood SA 5234, Development Number 20/530/473 not be approved at this location”.

RECOMMENDATION

Council resolves:

- 1. That the petition signed by 28 signatories about Development Assessment 20/530/473, Solar Development at Birdwood, be received and noted.**
 - 2. That the CEO advises the principal signatory of the Council’s noting of the petition and of any resolutions relating to the matter.**
-

1. PETITION DETAILS

Council has received a petition organised by Bianca Laister of Birdwood and signed by 28 signatories.

The Petition states:

“That the proposed solar development at Lot 16 Torrens Valley Road Birdwood SA 5234, Development Number 20/530/473 not be approved at this location”.

2. OFFICER'S RESPONSE – Marc Salver, Director Development & Regulatory Services

➤ Relationship/relevance to Council services/activities/plans/strategies/resolutions

This petition relates to a current Development proposal which has received a number of representations during the public notification process which concluded on 7 August 2020.

The petition is not a representation under the *Development Act 1993* and this petition cannot be considered as a representation. The Council Assessment Panel (CAP) is the relevant decision authority for the development application and the petition is a matter for Council to receive and note. That is, the CAP cannot receive or consider the petition as part of the assessment of the development proposal.

➤ Options¹

Council has the following options in relation to the matter(s) raised in the petition:

- I. Receive and note the petition in relation to the development proposal (Recommended)
- II. Not receive and note the petition (Not Recommended)

¹ Any potential motion arising from the receipt of a petition is a Motion Without Notice and Council has resolved for restrictions on the scope on these types of motions as per clause 3.18 of the *Code of Practice for Council Meeting Procedures*.

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 10.1 Question on Notice
Originating from: Cr Malcolm Herrmann
Subject: Avenue of Trees Woodside to Lobethal

1. QUESTION

What progress has been made on the implementation of the issues raised in Resolution no. 27/20 on 25 February 2020?

BACKGROUND

At its meeting held on 25 February 2020, council resolved:

11.2 Bushfire Recovery – Lobethal

Administrative Action: CEO to provide response to Lobethal Community Association

Moved Cr Malcolm Herrmann
S/- Cr Linda Green

27/20

That the CEO provides a report on implementing the issues raised by Mr Lynton Vonow representing the Lobethal Community Association at the Council meeting held on 28 January 2020 viz

1. provide a fresh avenue of trees along Woodside Road leading into Lobethal
2. provide a subsidy program to assist businesses put a fresh coat of paint on their buildings, replace signage
3. Mr Vonow also raised the matter of holding a possible "Healing of the Land" ceremony near the bottom lake. The advice of the Adelaide Hills Reconciliation Working Group should be sought during the investigation.

Should the findings have financial implications, the report should inform the budget workshop on 27-28 March 2020.

Carried on the casting vote of the Mayor
--

I have received enquiries about the implementation of the resolution, particularly part (1) in regard to the re-establishment of the avenue of trees on the Lobethal to Woodside road.

After the CC bushfire, many trees were removed due to the safety hazards they posed. Since the initial removals, further trees have died. The vista from the road is a blight on the landscape and a disturbing reminder of the disaster caused by the bushfire, which many residents find distressful.

While not envisaged in the original resolution, there are many large shrubs on the Onkaparinga Valley Road from the roundabout to Woodside which have also since died and should be removed and replanted.

The community hopes that action can be taken in the spring so that trees can establish themselves before the summer commences. The reply should also address what consultation is envisaged.

2. OFFICER'S RESPONSE – Peter Bice, Director Infrastructure & Operations

The response for Resolution no. 27/20 from the 25 February 2020 was provided at the Ordinary Council Meeting held 24 March 2020. The response outlined some general information which is detailed below:

Avenue of trees along Woodside Road leading into Lobethal

This initiative would require detailed scoping and community engagement to establish the parameters of the project such as the length of the avenue, whether existing roadside trees would be removed to accommodate the avenue, the desired species, how to establish an avenue with overhead powerlines, etc. All of these influence the cost.

As a rough guide, planting a semi-advanced street tree can cost in the order of \$500-\$600 including purchasing, planting, fertilising and watering. In an avenue, trees would typically be planted 15m – 20m apart, meaning an avenue of say 1km (100 trees) would cost in the order of \$50,000 - \$60,000 plus ongoing establishment and maintenance costs.

The Administration considers the idea of investigating an avenue of street trees on the approach to Lobethal to have merit, especially given the stunted nature of the existing street trees under the powerlines. But, given other recovery cost pressures, it is not considered to be a priority to allocate funding to this item unless significant additional funding, or specific project funding, can be obtained.

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 11.1 Motion on Notice

Originating from: Cr Andrew Stratford

Subject: Condolence Motion for Bill Gale of Woodside

1. MOTION

I move

Council expresses its condolences to the family of the late Robert John (Bill) Gale who passed away on 31 July 2020, and expresses its warm appreciation for his significant contribution to the Adelaide Hills Council, the former Onkaparinga Council, and to the community in which he has tirelessly worked.

Bill Gale's service to Local Government within the Adelaide Hills has spanned more than 20 years including roles as Deputy Mayor of the Adelaide Hills Council and Vice Chairman of the District Council of Onkaparinga.

Council also recognises the valuable contribution Bill has made to the many sporting and community groups across the district as well as to numerous Council committees and services.

2. BACKGROUND

Bill Gale first entered Local Government in 1989 as a Councillor for the District Council of Onkaparinga and then continued in this role when this Council was merged into the current Adelaide Hills Council. His time within Local Government included 4 years as Vice Chairman of the District Council of Onkaparinga and then a further 14 years as a Councillor with the Adelaide Hills Council including 8.5 years as the Deputy Mayor.

Bill was born in Lobethal, raised in Woodside and spent his entire life living and working within the local community. He was an astute farmer, a community leader and a keen cricketer with life membership of both the Woodside Cricket Club and the service club Apex.

Bill has been involved in a large range of community and sporting groups throughout the district, always lending a hand where possible to assist in raising funds and attending working bees. He has been a popular contributor to the annual Woodside Christmas pageant where his sense of humour was often evident in the floats and costumes he paraded.

Along with his wife Jan he has been a large supporter of the local Woodside Hall with a commitment to see this building retained, restored and well used for community ceremonies and events. Bill has also been a strong advocate at the Council supported Australia Day events where his humour and local knowledge has been a stand out feature of these functions.

Bill's family still reside in the area and are also active in community affairs. The local district has been well served by Bill Gale over many years, and it is therefore not only appropriate that Council recognises his efforts, but also important that others who may follow in his footsteps can easily identify his contribution.

This condolence motion is a small step on the path to achieving this.

3. OFFICER'S RESPONSE – Steven Watson, Acting Executive Manager Governance & Performance

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal Community Wellbeing

Objective C1 A community for everyone - that is inclusive, welcoming and accessible

Objective C2 A connected, engaged and supported community

➤ Legal Implications

There is no legal requirements for Council to recognise or not recognise as the case maybe, former Council Members or Community Members for significant service and or contributions to community.

➤ Risk Management Implications

The motion as proposed does not impact Council's risk profile and is considered positive in terms of recognising former Council Members or Community Members for significant service and or contributions to community.

The recommendation will assist in mitigating the risk of:

Recognition of former Council Members or Community Members for significant service and or contributions to Council and or Community leading to image and reputational damage for not recognising such.

Inherent Risk	Residual Risk	Target Risk
High (2B)	Low (2E)	Low

➤ **Financial and Resource Implications**

Not applicable

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

It is appropriate for Council to recognise former Council Members and or Community Members for significant service and or contributions to community.

➤ **Sustainability Implications**

Not applicable

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: Office of the CEO

External Agencies: Not applicable

Community: Not Applicable

4. ANALYSIS

It is appropriate for Council to recognise Bill Gale for significant service and or contributions to community over many decades, and to express our condolences at his passing.

5. APPENDIX

Nil

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 11.2 Motion on Notice

Originating from: Cr Mark Osterstock

Subject: Boundary Reform Option Analysis

1. MOTION

I move that:

1. Council reaffirms its commitment to the following Community Engagement Principles, when engaging the community in a decision-making process, Council promises to:
 - 1.1 seek out and encourage contributions from people who may be affected by or interested in a decision
 - 1.2 provide relevant, timely and balanced information so people can contribute in a meaningful way
 - 1.3 provide a variety of appropriate and accessible ways for people to have their say
 - 1.4 actively listen so that people's ideas and input assist in making the final decision
 - 1.5 consider the needs and interests of people in the decision-making process
 - 1.6 inform the community about the final decision and how their input was considered
 2. Council resolves to pursue its boundary reform option analysis in a collaborative and consultative manner, that is, importantly, considerate and respectful of the views and opinions of affected residents, ratepayers and neighbouring councils, in keeping with its Community Engagement Principles.
 3. Council resolves to request the Campbelltown City Council to formally consider, at its 6 October 2020 Ordinary meeting, the Adelaide Hills Council's 28 January 2020 request to withdraw the Woodforde/Rostrevor boundary reform proposal.
-

2. BACKGROUND

Woodforde/Rostrevor Boundary Reform

On 1 January 2019, new provisions in the *Local Government Act 1999* regarding boundary reform came into effect. The provisions fundamentally changed the manner in which reform proposals would be managed. One of the key reforms relevant to this motion enabled a council to initiate a boundary reform proposal without the consent of a neighbouring 'affected' council.

At its 22 January 2019 meeting, the Campbelltown City Council (CCC) resolved to submit a Stage 1 proposal to the Boundaries Commission. The submission was for the boundary between CCC and Adelaide Hills Council (AHC) to be realigned to the eastern and southern side of Woodforde and Rostrevor suburbs, effectively moving those suburbs into CCC's area. This proposal was lodged, assessed by the Boundaries Commission and CCC has now been invited to lodge a Stage 2 proposal (importantly, this proposal was initiated by CCC without any prior consultation with AHC, nor with the impacted residents of Woodforde or Rostrevor).

On 6 May 2019, AHC received correspondence from the Chair of the SA Local Government Boundaries Commission advising that Commission had considered CCC's Stage 1 proposal at its 21 March 2019 meeting and determined that CCC may refer a Stage 2 general proposal to the Commission.

At its 18 June 2019 Ordinary meeting, CCC considered a report seeking endorsement for submission of Stage 2 of the Boundary Realignment Proposal to the Commission. This report was subsequently endorsed by CCC.

At its 24 September 2019 meeting, AHC resolved (246/19) to conduct a postal survey of the residents and ratepayers in the affected areas of Rostrevor/Woodforde to determine the level of support for the CCC proposal. The Council Boundary Change Survey (the Survey) was developed in consultation with an external Stakeholder Engagement Specialist to minimise any bias in terms of survey design and/or response analysis. The Survey was distributed to the affected residents in November/December 2019.

In summary, the results were as follows:

- 268 respondents (174 on-line, 76 hard copy and 18 emails)
- 47% of respondents were from Rostrevor (AHC component), 41% Woodforde and 12% from other suburbs (absentee landlords)
- 65% of respondents were against the boundary change proposal, 28% in favour, 5% undecided and 2% no preference. The percentages in favour/against the proposal vary between the suburbs.
- Key issues of concern for those respondents in favour are: community services, rates, footpaths, road and park maintenance.
- Key issues for those respondents against are: planning and development, environmental sustainability, council rules and regulations and climate change.

In consideration of the results at its 28 January 2020 meeting, AHC resolved as follows (9/20):

Council resolves:

1. That the report be received and noted.
2. To note that electronic copies of the Council Boundary Change Survey Report have been provided to the residents and ratepayers who participated in the survey and to the Mayor of Campbelltown City Council.
3. To provide the Council Boundary Change Proposal Survey Report at Appendix 1 to the Boundaries Commission, the Minister for Local Government, the Shadow Minister for Local Government and the Member for Morialta.
4. To recognise and accept that the majority of Rostrevor (AHC) and Woodforde community respondents in the Council Boundary Change Survey are against the boundary change proposal. As such, Council requests that Campbelltown City Council, in light of these results, consider withdrawing their proposal with the Boundaries Commission.

Carried Unanimously

To give effect to part 4 for the resolution, this was communicated to CCC in early February 2020. In the months following, the AHC Mayor made a number of requests for deputations at CCC meetings to present the survey results and the AHC resolution to withdraw, these deputation requests were refused.

The CCC Mayor granted a deputation at the 2 June 2020 meeting and the AHC Mayor and Deputy Mayor attended via Zoom to present the survey results and withdrawal resolution. Following the presentation CCC resolved that the deputation be received and that the AHC Mayor and Deputy Mayor be thanked.

Strategic Boundary Reform

The new boundary reform legislation and specifically the provision that a proposal can be initiated by a single council, appears to have given rise to a degree of opportunism where councils seek to 'cherry-pick' areas in a neighbouring council for acquisition or in their own area to relinquish.

The motivations may be many however they do not always appear to be consistent with the provisions of s26(2) of the Act that *'the Commission should, so far as is relevant, give preference to structural changes that enhance the capacity of local government to play a significant role in the future of an area or region from a strategic perspective.'*

The Adelaide Hills Council is bounded by the following councils:

- The Barossa Council
- City of Playford
- City of Tea Tree Gully
- Campbelltown City Council
- City of Burnside
- City of Mitcham
- City of Onkaparinga
- Mount Barker District Council
- Mid-Murray Council

With nine (9) neighbours, AHC has the most boundary connections with other councils in South Australia (Adelaide City Council is second with seven neighbours). As such it is neither prudent nor strategic to pursue an opportunistic approach to boundary reform, instead a strategic approach is required.

On 25 June 2019, AHC resolved to undertake a strategic boundary review.

12.3 Boundary Reform – Approval to Explore

Moved Cr Mark Osterstock
S/- Cr Ian Bailey

158/19

Council resolves:

1. That the report be received and noted.
2. To note that correspondence will be sent to the residents of Woodforde and Rostrevor (in the Council area) inviting them to a community meeting to discuss the boundary reform process and the status of the Campbelltown City Council proposal.
3. That in relation to strategic boundary reform:
 - a. Approve the engagement of a consultant to undertake a high level review of Council's boundaries to identify boundary reform options.
 - b. Once the review has been undertaken and boundary reform options identified, that a workshop be held with the Elected Body (confidential if necessary) whereby the outcomes of the subject review can be presented prior to a formal report to council for consideration.

Carried Unanimously

The Strategic Boundary Review process is approaching completion and AHC authorised the Mayor and Chief Executive Officer (and/or delegate) to discuss boundary reform options with neighbouring councils. To be clear, this authorisation does not extend to making commitments to any boundary reform proposals.

The approach that AHC has adopted is a consultative and collaborative one, unlike that of CCC whereby they refuse to accept the views of the Woodforde and Rostrevor residents, in respect to their boundary change proposal.

Adelaide Hills Council's Approach to Community Engagement

Community engagement helps Council to achieve more effective governance through balancing decision making with sensitivity to community needs, interests and aspirations. Well planned community engagement activities and processes enhance a vibrant local democracy and support the development of ongoing relationships with our community. Council is committed to improving the way our community is informed and involved in the decision-making process. <https://www.ahc.sa.gov.au/Community/community-engagement>

3. OFFICER'S RESPONSE – Lachlan Miller, Acting Chief Executive Officer

Strategic Plan 2020-24 – A brighter future

Goal A Progressive Organisation

Objective O4 We actively represent our community

Priority O4.4 Explore council boundary reform options that best serve the community

➤ **Legal Implications**

Part 2 – Reform Proposals of Charter 3 of the *Local Government Act 1999* (Act) sets out the provisions relating to (amongst other matters) the alteration of council boundaries. These provisions are further detailed in a series of guidelines prepared by the Boundaries Commission¹.

There are two broad forms of proposal: Administrative Proposals (which are for the tidying up on minor boundary anomalies) and General Proposals (which are for substantial boundary changes such as the current Woodforde/Rostrevor proposal).

Where a General Proposal is initiated by a council (the initiating council), that council is solely responsible for the preparation of the required submissions to the Boundaries Commission and for funding an investigation of the proposal should it progress to that stage of the boundary change process. As such CCC is the initiating council for the Woodforde/Rostrevor proposal.

➤ **Risk Management Implications**

The motion as proposed does not impact Council's risk profile as parts 1 and 2 are consistent with Council's current approach to community engagement and part 3 is a request to another council for action.

However the broader matter of boundary reform has the following risk profile for Adelaide Hills Council:

Realignment of Council boundaries (whether acquisition or relinquishment) leading to financial, resource allocation, social and representation changes

Inherent Risk	Residual Risk	Target Risk
High (2B)	Medium (3C)	Medium

➤ **Financial and Resource Implications**

Costs associated with the boundary reform submission process (as opposed to outcomes of boundary reform) are borne by the initiating council(s). The financial and resource implications associated with a decision of the Minister for Local Government to change council boundaries could have significant financial and resource implications for affected councils (and communities) depending on the scale of the change and the terms & conditions of that change.

¹ See *Guidelines for preparing a proposal*, https://www.dpti.sa.gov.au/local_govt/boundary_changes

The motion as proposed does not result in the commitment of any material financial or other resources.

Any financial and other resources implications associated with pursuing any boundary reform options will be the subject of a separate report.

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

The community engagement principles are based on the work of International Association for Public Participation (IAP2) and, as such, are a firm foundation for AHC to base its approach to community engagement activities.

In relation to part 3 of the motion, it is reasonable to assume that the affected residents of Woodforde/Rostrevor and particularly the respondents to the Boundary Change Survey, would expect AHC to continue to pursue the January 2020 resolution for CCC to consider withdrawing its proposal.

➤ **Sustainability Implications**

Not directly applicable.

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: A/Executive Manager Governance & Performance
Manager Communications, Engagement and Events

External Agencies: Not Applicable

Community: Not Applicable

4. ANALYSIS

Strategic Boundary Reform

The Mayor and CEO have now completed their discussions with their counterparts at the nine neighbouring councils and an agenda report, including the final consultant's Strategic Boundary Review report, is scheduled for 22 September 2020 meeting.

The draft Strategic Boundary Review Report (the Report) identifies potential opportunities for boundary reform along the boundaries with the neighbouring councils based on the analysis of various factors including (but not limited to): community demographics and profiles; locality character and history, land use and form, proximity to townships and council facilities. To be clear, the draft Report does not seek to recommend any specific option for Council to progress but rather provides information to inform discussion and consideration.

Any decision of Council regarding the progression of any option will be a matter for separate resolution.

Woodforde/Rostrevor Boundary Reform

AHC's January 2020 request to CCC, in light of the survey results, to consider withdrawing their boundary reform proposal is somewhat unusual in that, in the normal course of a council's business, the elected body does not resolve requests to neighbouring councils. This practice is reserved only for items of considerable importance (to the requester).

That said, while it is unusual at the elected body level, requests between council administrations occur on a relatively frequent basis.

Therefore, where such a request has been made by an elected body via a council resolution it is reasonable to expect that the recipient council would show respect to the requesting council by bringing the matter to the attention of the recipient council's elected body by way of a formal agenda report.

A review of CCC meeting agendas (for the six months since the AHC resolution was communicated to CCC in early February 2020) was unable to identify any evidence of either the Boundary Survey results or the AHC's request to CCC to withdraw their proposal having been formally considered in a CCC meeting (other than the aforementioned deputation).

This is perhaps not surprising as there doesn't appear to be any update reports to the CCC elected body on the boundary reform process since the June 2019 report. Even the 2020-21 CCC Annual Business Plan did not identify the proposed boundary change in either its 2019-20 or 2020-21 projects listing.

Notwithstanding the apparent lack of importance that CCC places on the Woodforde/Rostrevor boundary change process, part 3 of the Motion on Notice seeks to bring some prominence and urgency to CCC's consideration of the request to withdraw the proposal.

It is reasonable to suggest that such prominence and urgency is appropriate in light of the views of affected residents and ratepayers as expressed in the Boundary Change Survey and given that both AHC and CCC have publically stated that the views of the affected residents and ratepayers are of primary importance.

Specifying the date of the 6 October 2020 CCC meeting would give the CCC sufficient time to prepare a report if it was genuinely interested in approaching the boundary change process in a manner that considered the interests and concerns of those affected residents and ratepayers.

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 11.3 Motion on Notice

Originating from: Cr Linda Green

Subject: Community Groups & COVID-19 impact

1. MOTION

I move:

That Staff provide a report to Council on support for community groups in response to impacts from COVID-19.

2. BACKGROUND

Due to impacts of COVID-19 a number of events have been cancelled, and continue to be cancelled. These events are often the fundraiser for Halls, Ovals, etc to pay running costs and maintain their facilities. Council allocated \$120,000 for response to COVID-19. A Hall has asked what support Council can provide at this time.

3. OFFICER'S RESPONSE – David Waters, Director Community Capacity

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

Strategic Plan 2020-24 – A brighter future

Goal Community wellbeing

Objective C2 A connected, engaged and supported community

Priority C2.5 Continue to work with government agencies and non-governmental organisations to support the community recovery from natural disasters and the COVID-19 pandemic.

➤ **Legal Implications**

Under the *South Australian Public Health Act 2011* councils are 'public authorities' and have a broad role in addressing matters concerning public health. Councils also have specific functions under the Act, including Section 37(2)(f): *as necessary, to ensure that remedial action is taken to reduce or eliminate adverse impacts or risks to public health.*

The Act does not contain any provision suggesting the Council provide financial support to its community.

Under the *Local Government Act 1999*, a function of councils is: (Section 7(h)) *to establish or support organisations or programs that benefit people in its area or local government generally*. There are many ways in which councils perform this function.

➤ **Risk Management Implications**

The consideration of support for community groups in response to the impacts from COVID-19 will assist in mitigating the risk of:

Some groups having an inability to continue to operate leading to reduced opportunities for community connection, skill development and volunteering.

Inherent Risk	Residual Risk	Target Risk
Medium (3C)	Medium (2C)	Medium

The initial risk assessment contemplates the potential impact on community wellbeing across the district arising from the inability of community groups to continue operating. It is difficult to know exactly how many community groups are at risk of not being able to continue operations at this stage.

The consequence in the inherent risk is a “moderate impact on community wellbeing” which is reduced to “minor impact on community wellbeing” based on measures groups are already taking to protect themselves. The risk, including an appropriate target, will be further examined in the subsequent report if the motion is passed.

➤ **Financial and Resource Implications**

The Council has allocated \$120,000 in its 2020-21 operating budget for “*Financial support to assist the business and community to recover from bushfires and COVID-19 (incl. rates)*”

This was primarily intended to offset lost revenue through the deferral of rates, waiving of fines/interest where people impacted with either the bushfire or COVID-19 pandemic sought assistance through the Council’s hardship provisions, as well as, if the demand for hardship consideration allowed, provide the Council with capacity to address other needs in a targeted fashion.

An update on projected draw on this allocation through the hardship provisions and opportunities to expend remaining funds on other initiatives will be addressed in the report contemplated by this motion.

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

The report contemplated by the motion would elaborate on known impacts of the COVID-19 pandemic on groups.

➤ **Sustainability Implications**

The motion alludes to potential impacts on the sustainability of community groups arising from the impact of the COVID-19 pandemic on their ability to raise funds.

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

Consultation on the development of this report was as follows:

Council Committees: Not applicable.

Council Workshops: Not applicable.

Advisory Groups: Not applicable.

Administration: Director Corporate Services

External Agencies: Not applicable.

Community: Not applicable.

4. ANALYSIS

The report contemplated by this motion can be produced for the September 2020 Council Meeting. This may be done as part of a quarterly progress report on bushfire and COVID-19 pandemic recovery, which is also due for September.

5. APPENDIX

Nil

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.1

Responsible Officer: David Waters
Director Community Capacity
Community Capacity

Subject: Fabrik Development Proposal

For: Decision

SUMMARY

The purpose of this report is to seek the Council's endorsement of a design concept for the development of Fabrik (known as the Facility Development Plan) and to seek approval for the pursuit of funds through the Bushfire Local Economic Recovery Program (LERP).

The detailed concept presented in this report is the result of work done to further develop the concept contained in the Arts and Heritage Hub's (now Fabrik's) *Business Development Framework*. It contains the key elements envisaged in that Framework, including artist studio spaces, exhibition space, workshop space and space for Onkaparinga Woollen Mill memorabilia.

The LERP was announced by the Prime Minister on 11 May 2020, with funding coming from the National Bushfire Recovery Fund and State Governments. The LERP is specifically designed to fund projects having positive economic impact on that areas most affected by the 2019-20 summer bushfires. While the local LERP application process has not yet been announced, it is anticipated that the opportunity will present in the next month or two.

Council's *Long Term Financial Plan* includes provision of \$1.3m for capital expenditure to develop Fabrik and it is proposed to seek the additional \$3.0m from LERP to make up a total project fund of \$4.3m.

RECOMMENDATION

Council resolves:

1. That the report be received and noted.
 2. That the Facility Development Plan, as contained in *Appendix 1*, be endorsed, noting that the Chief Executive Officer, or delegate, will continue to develop the plan through further stages of design.
 3. That the Council reaffirms the allocation of \$1.008m in the Long Term Financial Plan along with already committed funds of \$199,000 plus funding from the Local Roads and Community Infrastructure Fund, for the development of Fabrik and that an application be made to the Local Economic Recovery Program for the remaining \$3.0m.
-

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal Community Wellbeing

Objective C6 Celebrate our community's unique culture through arts, heritage and events.

Priority C6.1 Develop Fabrik as a vibrant cultural hub for the Adelaide Hills, fostering community connections and creativity and presenting the significant history of the Woollen Mill site.

In order to fully achieve this priority, funding must be obtained for the development of the site. The recommendation presented in this report allows the Administration to pursue a funding opportunity presently available.

➤ Legal Implications

Development approval is required for any works at Fabrik due to the buildings being State Heritage Listed (among other reasons). Preliminary advice sought when the *Business Development Framework* was developed suggests that the concepts outlined in this report will receive favourable consideration by the Heritage Branch at the Department for Environment and Water when the heritage referral is made as part of the development assessment.

A key aspect of the proposed development is to address current issues around access and occupancy to ensure the facility is up to a contemporary standard in both regards. This is discussed later in the report.

The Administration has thus far sought development approval on an occasion by occasion basis when upgrade works or minor alterations are made at the site. When and if funding is secured for the major development works, a detailed design will be produced and development approval sought.

The Administration does not envisage any concerns in obtaining development approval should the full funding be secured.

➤ Risk Management Implications

A risk assessment has been undertaken in relation to establishing Fabrik and was presented to Council as part of its consideration of the Business Development Framework in February 2018. An updated version is contained in **Appendix 3**.

As the matter under consideration is about pursuing funding for the development of the site, the following risk statement is considered most pertinent.

Endorsing the Facility Development Plan and approving the pursuit of funding through LERP will assist in mitigating the risk of:

Insufficient funding being available for the development of Fabrik leading to inability to deliver the Council's objective of developing Fabrik.

Inherent Risk	Residual Risk	Target Risk
High (3B)	Medium (3D)	Medium

Developing the design concept has positioned the project well for consideration for external grant funding. By endorsing the plan and resolving to pursue funding through LERP, the Council is further mitigating this risk.

➤ **Financial and Resource Implications**

Capital funding

The concept for the development of Fabrik contained in **Appendix 1** has an estimated implementation cost of \$4.3m. The *Business Development Framework* always envisaged the seeking of major State and/or Federal Government grants to complement a Council contribution.

The Council has included provision of \$1.008m in its *Long Term Financial Plan* after 2020-21 together with \$199,000 in unspent funds already committed. The Council also recently allocated \$230,000 of funding from the Local Roads and Community Infrastructure Program toward progressing elements of the development which would otherwise have had to wait for external funding (for a total allocation of \$1.43m). The remaining project cost, i.e. \$3.0m, is proposed to be sought from the LERP.

The Council has previously applied for funding for the development of Fabrik through the Federal Government's Building Better Regions Fund (BBRF) and the State Government's Regional Development Fund. Both funds are highly competitive and sometimes focussed on specific initiatives – for instance only projects in designated drought affected areas were eligible for the most recent BBRF round. Thus, it is always a challenge to secure major government grants.

The LERP presents a rare opportunity as it is a program specifically directed at bushfire affected areas.

Should full funding be secured for the project, it will be necessary to appoint a project manager to deliver the project through detailed design, approvals, specification and tendering, construction supervision and completion. The project cost estimate includes allocation for same.

Operating costs

Preliminary results for 2019-20 show the Council spent \$285,000 (net) in operating funding for Fabrik against an operating budget of \$275,000. This comprised expenditure of \$333,000 and income of \$48,000.

The Council's *Long Term Financial Plan* includes provision for recurrent operating funding in the order of \$300,000 (net) per year. This commitment is important in demonstrating the long term sustainability of Fabrik and is key to obtaining significant capital costs for its development.

It should be noted that the long term projections include increases in both the expenditure and income associated with the operation of Fabrik. This could be expected once the development of the site is completed, awareness grows and it becomes suitable for studio hire on commercial terms, ticketed events, more paid workshops and the attraction of sponsorship for initiatives such as artist residencies. The projections also include the potential offering of a major biennial textile arts prize, regular retail hours and benevolent contributions. Importantly, the additional expenses are mostly associated with the additional income, thus, if income is less than projected, so too will be expenditure.

Should major funding for the development not be forthcoming, it will be difficult to grow activity at the site and to achieve the site's objectives. In such a scenario, the Council will need to reconsider its objectives for the site.

A comprehensive review of the Long Term Financial Plan allocations for Fabrik (operating and capital) will be undertaken in the upcoming Long Term Financial Plan review.

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

There are high levels of local community and arts organisation support for the development of Fabrik as evidenced by the 23 letters of support provided to the Council at its 27 February 2018 meeting where the *Business Development Framework* was presented and the Council resolved to proceed with the establishment of the Arts and Heritage Hub.

The facility already has a core team of dedicated community volunteers who assist with setting up displays and programs, 'gallery sitting' during exhibitions and staffing the retail offering.

The former Onkaparinga Woollen Mill has always been an important place to the people of Lobethal as it was for many years the town's main employer. During previous engagement exercises, it was made clear that the community wanted the Council to retain ownership of some of the site and to activate it such that the community could engage with the site again.

Participation in programs and exhibitions over the last 18 months has been very positive, with key highlights including:

- Recognition of the former mill history through the Weaving Stories residency, which culminated in many former mill workers being reunited with the site through participation in the development of projections
- Hosting Re-Gathered Market in February 2020, at which more than \$12,000 in donations for local CFS brigades and animal welfare groups was collected
- Solastalgia, an exhibition held as part of the 2020 Fringe Festival, which had significantly higher than expected attendance, with opportunities for local artists impacted by the Cudlee Creek Bushfire to participate.

➤ **Sustainability Implications**

Not applicable.

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

Consultation on the development of this report was as follows:

Council Committees: Not applicable

Council Workshops: 18 August 2020

Advisory Groups: Not applicable

Administration: Fabrik Director
Manager Development Services
Manager Economic Development
Manager Financial Services
Manager Property Services

External Agencies: Disaster Rebuilding and Recovery Team in the Department of Premier and Cabinet

Community: Not applicable.

It should be noted that extensive community engagement occurred in the development of the masterplan for the former Onkaparinga Woollen Mill site and the *Business Development Framework*. Engagement has not been carried out in respect to the detailed concept design as it builds upon the concept previously developed.

2. BACKGROUND

As Council Members will be aware, the Onkaparinga Woollen Mill ceased production in 1993. It was subsequently transferred to the former Onkaparinga District Council for use as a business incubator site in an arrangement with the State Government. It successfully performed that function, to the point where more people were employed on site than at the former Mill itself (nearing the time of its closure).

So much was its success, that several tenants became well established and ultimately made long term commitments to the site. In 2014 and 2015, the Council undertook a masterplanning exercise to determine the future of the complex. For the sake of brevity, the entire background is not repeated here, but following a comprehensive community engagement exercise, the Council resolved to divest some of the site while retaining a core part of the site for community and some commercial use. The divestment process is now well advanced and, in parallel to that process, the Council has commenced establishing an arts and heritage hub, now called Fabrik, in the part of the site it will retain.

Pertinent points in the timeline include:

23 June 2015	Council endorsed a masterplan for the former mill site, including retention of a core part of the site for community (and some commercial) use.
25 October 2016	Council adopted a Strategic Plan containing a strategy to “...create a vibrant cultural hub” at the site.
27 February 2018	Council received a proposed Business Development Framework and resolved to proceed with establishing an arts and heritage hub in line with that Framework.
23 October 2018	Council resolved to adopt the name ‘Fabrik’ for the arts and heritage hub.
23 October 2018	Council resolved to pursue external funding for the development of Fabrik, with a Council contribution of up to \$1.306m.
20 August 2019	Council workshop on the preliminary Facility Development Plan
28 April 2020	Council adopted new Strategic Plan containing a priority to “Develop Fabrik as a vibrant cultural hub for the Adelaide Hills...”
18 August 2020	Council workshop on the draft Facility Development Plan

Thus far, Fabrik has generally exceeded its performance targets despite having to make use of the facility ‘as-is’.

- Total visitation in 2019-20 was 12,321 compared with a target of 4000. (This figure excludes visits to the Recovery Centre.)
- Occupancy of available studio space was 80% (target 50%).
- The number of unique creative artists/businesses supported was 209 (target 40).
- Profit on retail and arts sales (\$18,100 gross sales) was \$4,160 (target \$1,500).

Anticipated revenue from leasing spaces within Fabrik has not yet been realised due to the fact that works have not yet been done to provide the target number of studio spaces with the requisite facilities and comfort. Having said that, those spaces which *have* been made available to artists have been readily taken up and there has been income through the continued use of parts of the site for the Recovery Centre, Udder Delights under private licence and karate classes. The Administration is continuing to licence users such as these to utilise the site on agreed terms to supplement income until the site is developed to a point where other income generating uses that are more consistent with the objectives of Fabrik are viable.

These results reflect positively on the viability of Fabrik and suggest that it is ready for major development to increase its level of activity and thus its positive impact on creative industries and the local economy.

3. ANALYSIS

Facilities development plan

The concept plan contained in **Appendix 1** has been developed by a consulting architect experienced in working with heritage buildings. The preliminary plan was outlined at a workshop held on 20 August 2019 and more developed plan was the subject of a workshop held on 18 August 2020. Key features of the design include:

- Addressing accessibility through the provision of a lift in Building 20 (B20), a gantry between the upper levels of B20 and B14 and ramps between levels across the site
- Addressing occupancy issues through the provision of compliant emergency exit points, toilets in B21 and a toilet on the upper level of B20
- Incorporating artist studios in B21, along with retail space and heritage interpretation to enable B21 to become an activity hub, even when exhibitions are not in happening in B20
- Housing exhibitions predominantly in B20, with space also available for use for markets and other events
- Enhancing the outdoor spaces to bring focus to the site and enable outdoor events
- Enabling the site to host touring exhibitions with large scale works with the inclusion of a goods lift
- Improving comfort through heating/cooling.

Local Economic Recovery Program

The LERP presents a rare and ideal opportunity to pursue funding for Fabrik as the program is specifically aimed at projects supporting economic recovery in fire affected areas. Fabrik is located in the heart of the Cudlee Creek Bushfire affected area and since becoming the home of the Recovery Centre, has taken on new significance. The site has also hosted a number of exhibitions and programs linked to bushfire recovery. The proposed development:

- Has good levels of community support as evidenced by ongoing advocacy from local community members and businesses
- Is able to be implemented in the next two years (a program requirement)
- Supports jobs through the construction phase
- Supports creative industries into the future through the provision of studio spaces and retail outlets
- Supports local businesses through increased tourism and direct expenditure
- Provides local community members with opportunities to connect and learn new skills through program participation and volunteering.

It is expected that local contractors will be well placed to tender for the works.

The LERP is not a competitive grant program per se. Rather, the Federal and State Governments are expected to adopt guidelines which involve local prioritisation of candidate projects. Although the guidelines were not released at the time of producing this report, it is expected that projects will need to be able to be implemented within the next two years, have good levels of community support and, most importantly, support local economic recovery.

Economic impact and evaluation

An economic impact evaluation (**Appendix 2**) has been carried by an external consultant. The analysis found:

- The project has a benefit to cost ratio of 1.12, or 1.24 when the value of volunteering effort is taken into account
- The project will support some 16.2 full time effective (FTE) jobs in construction and 7.7 FTE jobs ongoing
- Additional tourism spend will support a further 15 FTE jobs annually.
- Volunteering opportunities could represent a benefit of around \$1.9m over the next 15 years
- Increase in gross operating surplus for local businesses of around \$5.8m over the next 15 years.

It is important to note that it is often difficult to establish benefits to cultural projects in 'dollar terms'. Benefits which are not taken into account in the calculation of the benefit to cost ratio and which should therefore be considered to provide value above that, include benefits in social connections, education and learning, and industry development.

As pointed out in the consultant's report, *cultural tourism is becoming one of the largest and fastest-growing global tourism markets and as the "home of textile art", Fabrik immediately has an identity as a unique cultural tourism destination.*

Research undertaken by Deakin University in 2015 identified eight dimensions of economic regeneration through the arts, namely:

- Place marketing
- Widening opportunities for employment
- Encouraging investment
- Growing the economy
- Improving people's lives
- Tackling disadvantage
- Community strategy and policy, providing opportunities for new ideas and activities
- Tackling industrial decline.

Fabrik and its programs are well placed to deliver on each of these dimensions.

4. OPTIONS

Council has the following options:

- I. Endorse the Facility Development Plan and resolve to pursue funding through LERP (Recommended)
This is recommended as it presents the best and most realistic opportunity for the Council to receive the necessary external funding for the development of Fabrik.
- II. Not endorse the Facility Development Plan (Not Recommended)
It will be difficult to secure external funding without an endorsed plan for the development of the site over the next 12-24 months. The Council may of course seek alternative design work to be done, however, the plan presented in this report is not inconsistent with, and has built upon, the concept plans previously endorsed in October 2018.
- III. Not resolve to pursue funding through LERP (Not Recommended). Should Council not wish to pursue funding at this stage, it will need to wait for alternative funding programs, which are likely to be more competitive, or consider allocating further ratepayers' funds to the project.

5. APPENDICES

- (1) Fabrik Facilities Development Plan
- (2) Economic Impact and Evaluation of the Fabrik Project
- (3) Risk Assessment

Appendix 1

Fabrik Facilities Development Plan



FABRIK ARTS + HERITAGE

FACILITIES DEVELOPMENT PLAN

BRINGING ARTS, HERITAGE &
THE COMMUNITY TOGETHER

ADELAIDE HILLS COUNCIL
AUGUST 2020



FABRIK



Preparation, Review and Authorisation

DOCUMENT #	REVISION #	DATE	PREPARED BY	APPROVED BY
A9902	Client Issue - Rev0	03.06.20	JM/CM/EC	JM/EC
A9902	Client Issue - RevA	11.08.20	CM	EC

Issue Register

DISTRIBUTION	DATE ISSUED	NO. OF COPIES	FORMAT
FABRIK	03.06.20		Electronic
FABRIK	11.08.20		Electronic

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FABRIK ARTS + HERITAGE PRECINCT: INTRODUCTION



The arts have the power to transform lives. They are a catalyst for tourism, employment and economic development contributing to resilient and prosperous regional communities.

The transformation of regional art centres into 21st century creative hubs is critical for the creation of great experiences within regional communities.

Fabrik is an emerging arts and heritage hub in the beautiful Adelaide Hills town of Lobethal.

Set in the striking industrial buildings of the former Onkaparinga Woollen Mill, our visions for the future include gallery spaces, artist studios, workshops, artists in residence, a retail store and a heritage interpretation display celebrating the history of the Mill.

FABRIK: BRINGING ARTS, HERITAGE AND THE COMMUNITY TOGETHER

FABRIK ARTS + HERITAGE PRECINCT: SCOPE

BLDG 21
COMMUNITY
GALLERY AND
HUB + ARTIST
STUDIOS + MILL
INTERPRETATION

- Mill Heritage Interpretation
- Community Gallery / Multi-purpose Space
- 6 x Artist Studios
- Entry, Foyer & Retail Space
- Storage facilities
- Kitchen & Wet Areas amenities

BLDG 20
CLASS A GALLERIES
+ TEXTILE STUDIOS

- Main Exhibition Gallery
- Second Gallery / Multi-purpose Space
- Textile studio / Skills Lab
- Indigenous Interpretation
- Foyer & Retail Space
- Storage facilities
- Kitchen and Wet Areas amenities

BLDG 14
MAIN ENTRY +
ADMINISTRATIVE HUB
+ MEETING SPACE

- Main entry + reception
- Retail Space
- Office and administrative space
- Meeting space

BLDG 12
ARTIST RESIDENCY
+ STUDIOS AND
WORKSHOP SPACES

- 2 x Digital studio space
- Artist in residence facility
- Kitchen and storage

**MILL
SQUARE**
CIVIC & COMMUNITY
SPACE + PLUG AND
PLAY + SCULPTURE
GALLERY

- Reconfigured lawn space
- Plug and Play facilities
- Seating and landscaping
- Sculpture exhibition
- Interpretation

**FOOTPATH,
ROADS & CAR
PARKING**
IMPROVE
CONNECTION TO
LOBETHAL MAIN
STREET

- Reconfigure road edge and car parks to enhance connection of FABRIK to Lobethal Main Street
- Improve pedestrian movement wayfinding, new landscaping and paving

FABRIK will be a sustainable and distinctive facility that offers exceptional cultural experiences and provides valuable social, educational and economic outcomes for the region and the state.

Goal 1: Develop a facility that provides a unique experience, fosters active participation in and interaction with arts and heritage, celebrates the identity of the region and provides social, cultural and economic benefit for individuals and the community.

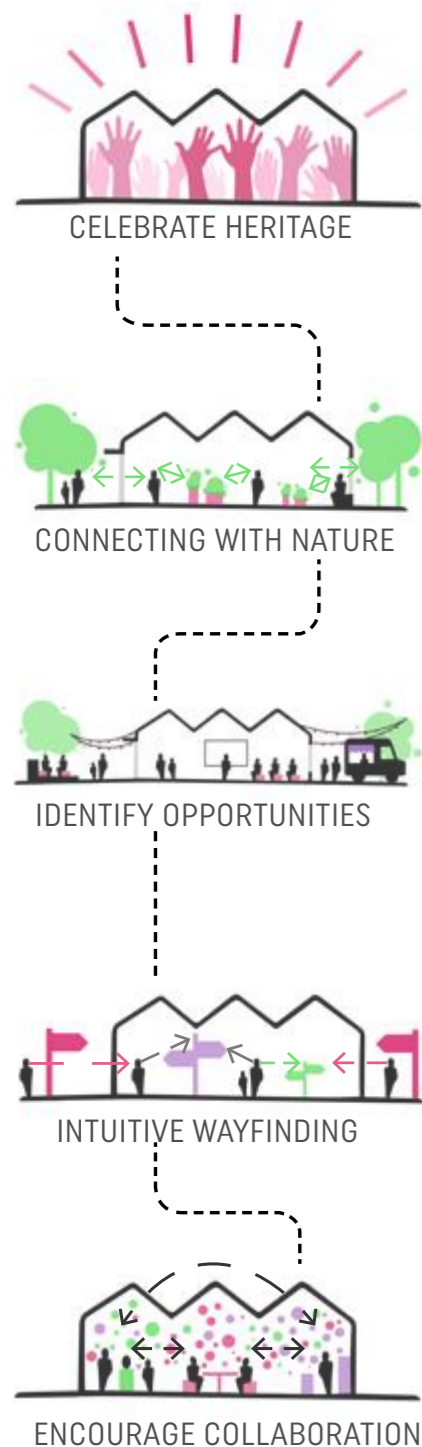
Goal 2: Establish FABRIK as a unique cultural tourism destination that attracts visitors to Lobethal and encourages them to explore the Adelaide Hills Region.

Goal 3: Implement an effective Management Model for FABRIK and continuously evaluate its progress financially, culturally and socially.

**FABRIK: BRINGING ARTS,
HERITAGE AND THE
COMMUNITY TOGETHER**

FABRIK FACILITIES DEVELOPMENT PLAN: SUMMARY

Refurbishment of Building 12, 14, 20, 21 and Landscaping to Mill Square



WARP AND WEFT

Woven fabric is typically created from the warp: strong linear threads held fixed in tension, and the weft: transverse threads travelling over and under the warp. The facilities development plan for FABRIK draws from the weaving narrative to create a structural framework for the site and defines use patterns and legibility.

DESIGN PRINCIPLES:

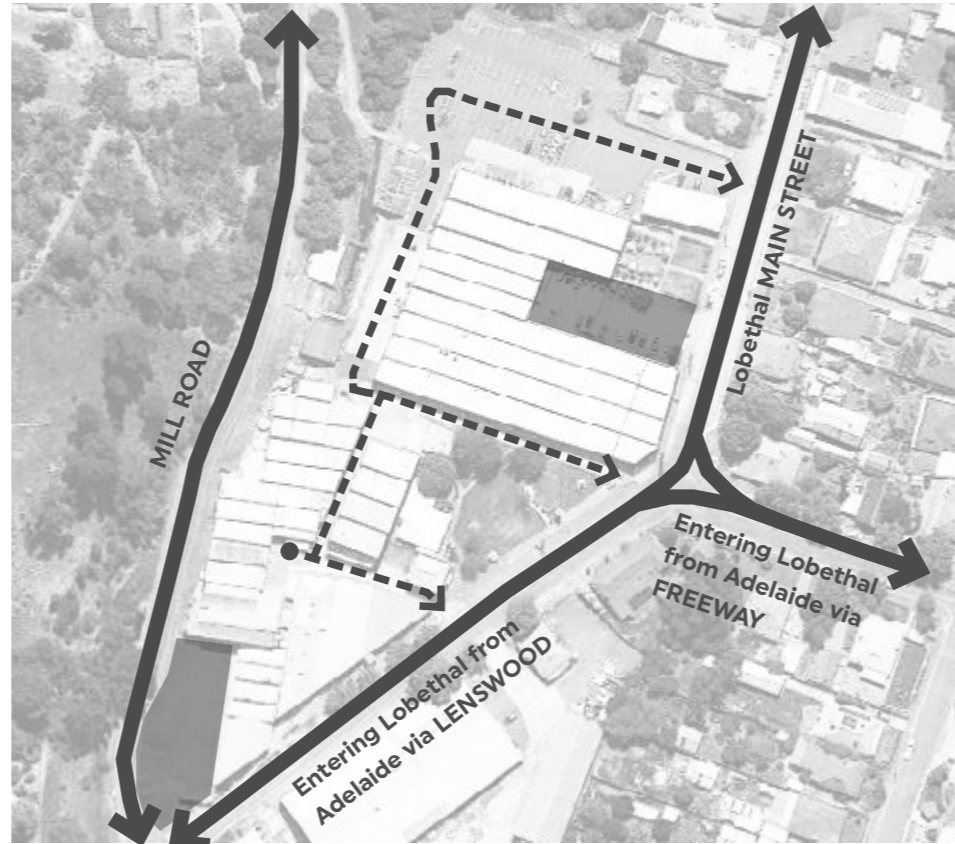
- Supports the Conservation Management Plan by allowing the site to take the next step in its evolution in response to changing times
- Retain and enhance the heritage values of the individual buildings and the spaces between them
- Approach the built fabric with a light touch, keeping the existing collection of buildings but modifying circulation to increase connection, access and legibility, adding specific facade openings that engage with key outdoor spaces or other buildings.
- Provide equitable access and the removal of some later internal subdivisions to reinstate the large industrial-scale spaces and improve the clarity and appreciation of the historic buildings.
- Design interventions respond to the industrial character of the site but clearly reflect their own era, continuing the site's accretional approach.
- Promotes community activation and takes a coordinated approach to wayfinding.

SITE ANALYSIS



ZONES

- Commercial use / light industrial / Warehouse / Storage
- Community / Public Use
- Residential



VEHICULAR MOVEMENT

- Car Park
- Vehicle Path
- Delivery / Service Access

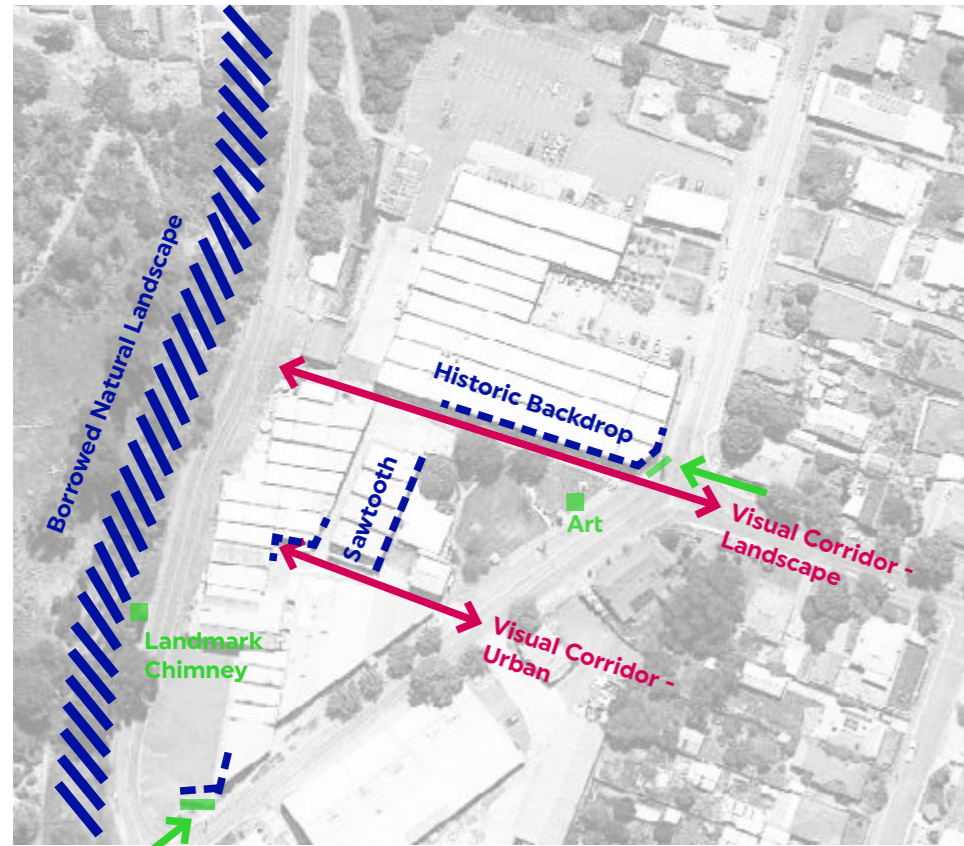


PEDESTRIAN MOVEMENT

- Pedestrian path/access



SITE ANALYSIS



VIEWS + LANDMARKS

- Visual Corridor
- Historic / Natural Backdrop
- Visual Landmark



VISUAL CONTEXT

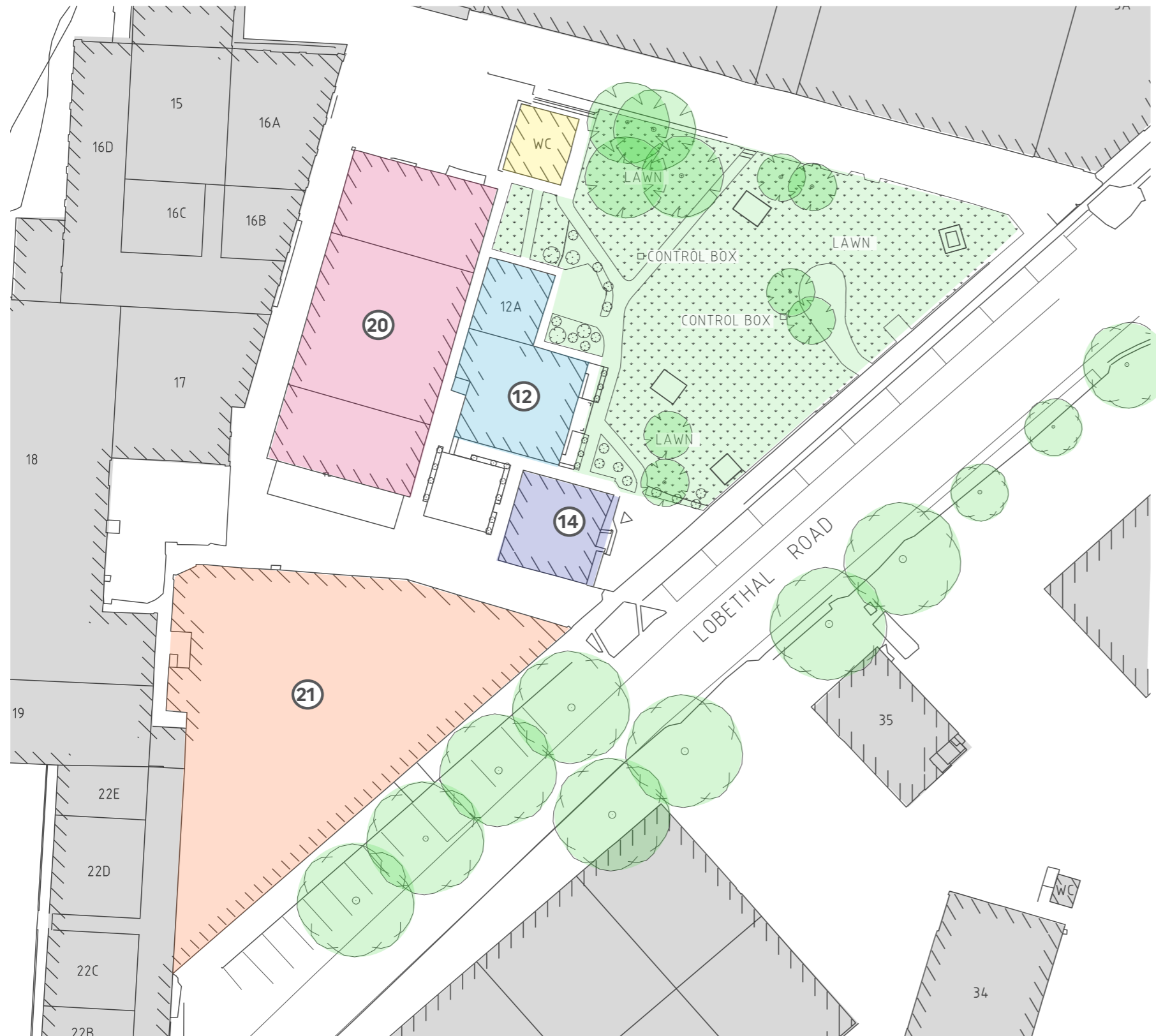
- Vistas and view lines
- Backdrop
- Focal points



LANDSCAPE FEATURES

- Existing trees
- Open space
- Topography





EXISTING SITE PLAN + BUILDINGS SUMMARY

REFER TO APPENDIX A FOR EXISTING BUILDING PLANS AND ASSESSMENT.

BUILDING 12 A/B

- Original Mill Manager's house (c1904), substantially altered in the 1960s. Minimal historic value remaining.
- Low scale and minimal street presence. Blocks views and access to Building 20.
- Convoluted floor plan, internal rooms. Useful for residential or office functions.

BUILDING 14

- Former Administration Office (c1960s). One of the buildings linked to the Onnkaparinga Woollen Mill's corporate logo.
- Two-storey, dominant street presence. Angled facade opens to Mill Square. Lack of connection to Buildings 20 and 21, closed-in rear facade and no lift access. Good ceiling height and natural lighting to upper level.

BUILDING 20

- Former Blanket Finishing and Mending (c1954). High level of historic significance. Strong industrial building form, with saw-tooth roof visible from Mill Square.
- Hidden behind 12A/B, disconnected from the street. Entry via shared space delivery laneway, no lift access. Generous heights, good natural light.

BUILDING 21

- Former Fabric Finishing (c1883/1920s). High level of historic significance. Single storey, metal-clad building with multiple angled gable roofs.
- Strong building form. Generous size and height, roof glazing with natural light. Good street frontage and visual connection with main road, but few openings.

WC BLOCK

- Erected after the Mill closure. Minimal contribution to the site.

MILL SQUARE

- Of historic significance as a recreational/social space for the Mill and the surrounding community. Used for community events. Landscaping has potential to increase civic value, offer interpretation and improve access around the site.

SURROUNDING BUILDINGS

- Varying levels of historic significance. Housing individual tenants, including small food production businesses that use the delivery laneways and WC block.

SITE ANALYSIS

HISTORIC SIGNIFICANCE

The Lobethal Woollen Mill is an excellent example of an industrial complex and is the only woollen mill on the SA heritage register. It also has social significance as a key local employer, and contributes to the cultural landscape around the creek and as a landmark 'gateway' site for the broader Lobethal area.

"The number, type, size and scale of the individual buildings and structures that remain and the relationship between them contributes to the Lobethal Woollen Mill being an outstanding representative of a woollen mill."
(Conservation Management Plan)

This site is significant as a collection of industrial buildings that changed over time, reflecting the Mill's capacity growing and shrinking in response to production demand. The individual buildings were constructed for different purposes and include working, living and recreational facilities. The built fabric is not unique, rather it is utilitarian and industrial, with individual buildings reflecting the typical forms, characters and construction techniques of their time. The outdoor open space was shared by Mill workers and the community, and combines with circulation spaces to contribute to the picture of the site as a whole.

The site layout and its development, the buildings and the spaces between them, and views of the site in context, all combine to tell the story of its history.

The Conservation Management Plan sets out a series of Conservation Policies that enable change management. The policies seek to conserve the significance and integrity of the site while allowing for maintenance and appropriate future development.

RESPONSE TO THE CONSERVATION MANAGEMENT PLAN

The proposed facilities management plan aims to retain and enhance the heritage values of the individual buildings and the spaces between them, while increasing access and functionality to improve the site's future activation and economic viability. It supports the Conservation Management Plan by allowing the site to take the next step in its evolution in response to changing times, and to be used to its full capacity once again.

Facilitating the site's transformation into the Fabrik Arts and Heritage Hub enables the buildings to find new useful purposes and allows for effective ongoing maintenance. A driving principle is to approach the built fabric with a light touch, keeping the existing collection of buildings but modifying circulation to increase connection, access and legibility, adding specific facade openings that engage with key outdoor spaces or other buildings. It also includes required accessibility solutions, and the removal of some later internal subdivisions to reinstate the large industrial-scale spaces and improve the clarity and appreciation of the historic buildings. Modern interventions respond to the industrial character of the site but clearly reflect their own era, continuing the site's accretional approach.

Emphasising the site's status as a landmark site, the masterplan promotes community activation and takes a coordinated approach to wayfinding. Using the landscape to help tell the story allows the history to be better appreciated and understood. Key views considered in the site analysis also accord with the important views noted in the Conservation Management Plan.

The plan particularly supports Conservation Policy items CP-27.1-27.3 regarding open space strategy and site activation, and CP-30.1-30.5 regarding future uses, activation and amenity, as well as CP-31.7 on the approach to outdoor space and CP-34.1-34.4 encouraging tourism and community engagement.



CMP: HERITAGE SIGNIFICANCE



CMP: POSSIBLE FUTURE DEVELOPMENT

PRECEDENTS

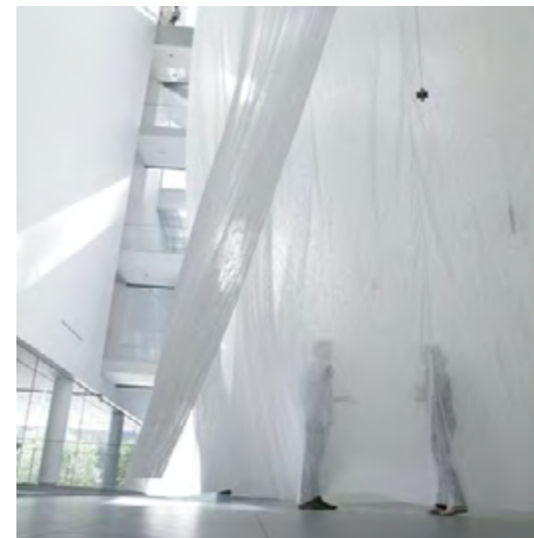
CIVIC SPACES, WAYFINDING



EXHIBITION SPACES



HERITAGE INTERPRETATION



PRECEDENTS

WOVEN LANDSCAPES



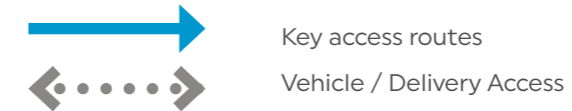
URBAN DESIGN & PUBLIC REALM



FABRIK: Site Framework



ACCESS



- ① Public realm Warp: connecting buildings, gardens and open spaces
- ② Main access Weft: from warp to entrance plaza, reception, Mill Courtyard and gallery foyer
- ③ Access Weft: from warp to community and interpretation areas
- ④ Access Weft: from warp to Fabrik Lawn, Mill Square and gallery spaces

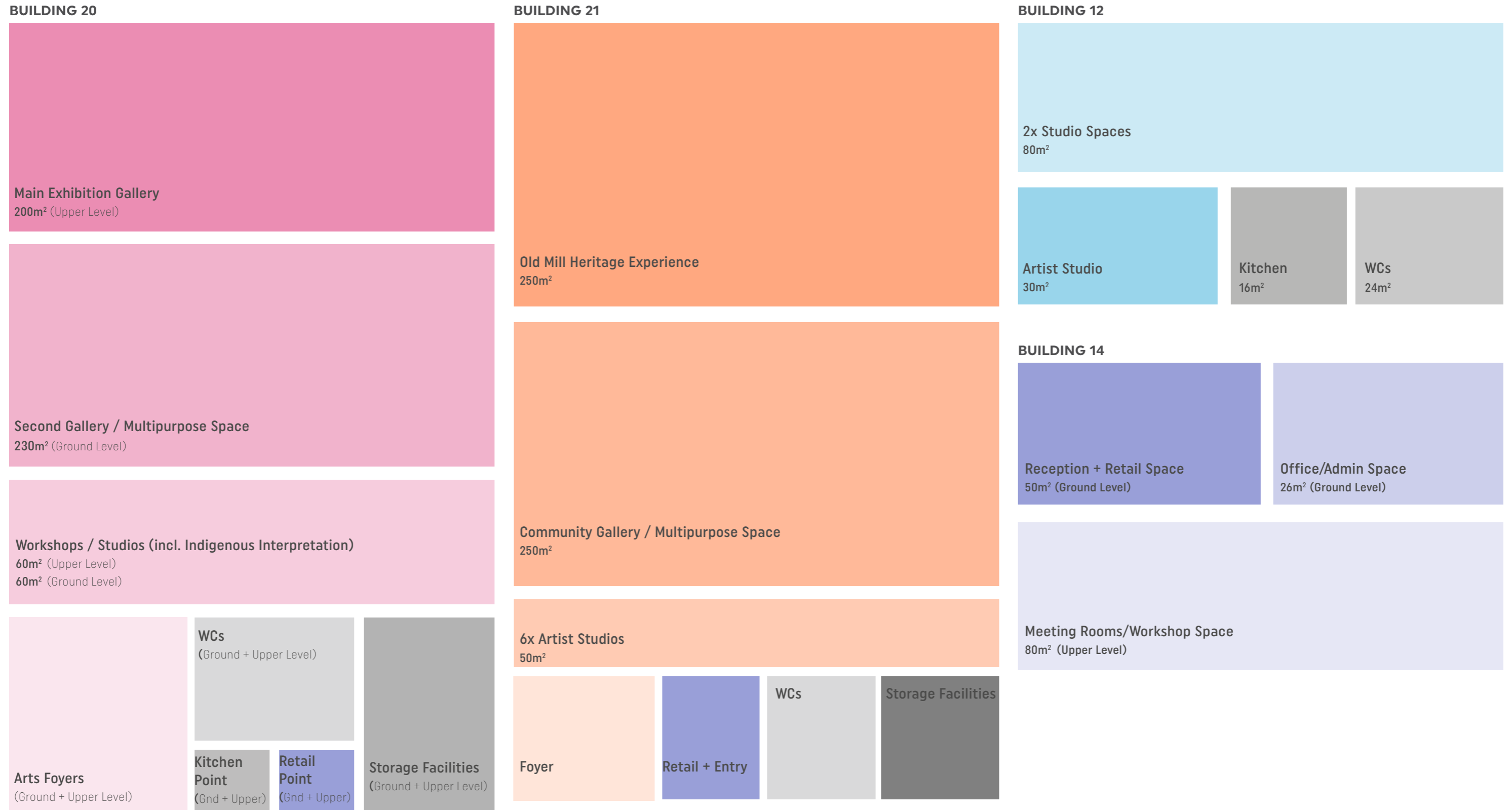
FACILITIES FRAMEWORK

- ① Artist studios and marketplace interface
- ② Community / Interpretation
- ③ Administration
- ④ Gallery spaces
- ⑤ Residential / artist-in-residence
- ⑥ Public WC / kiosk

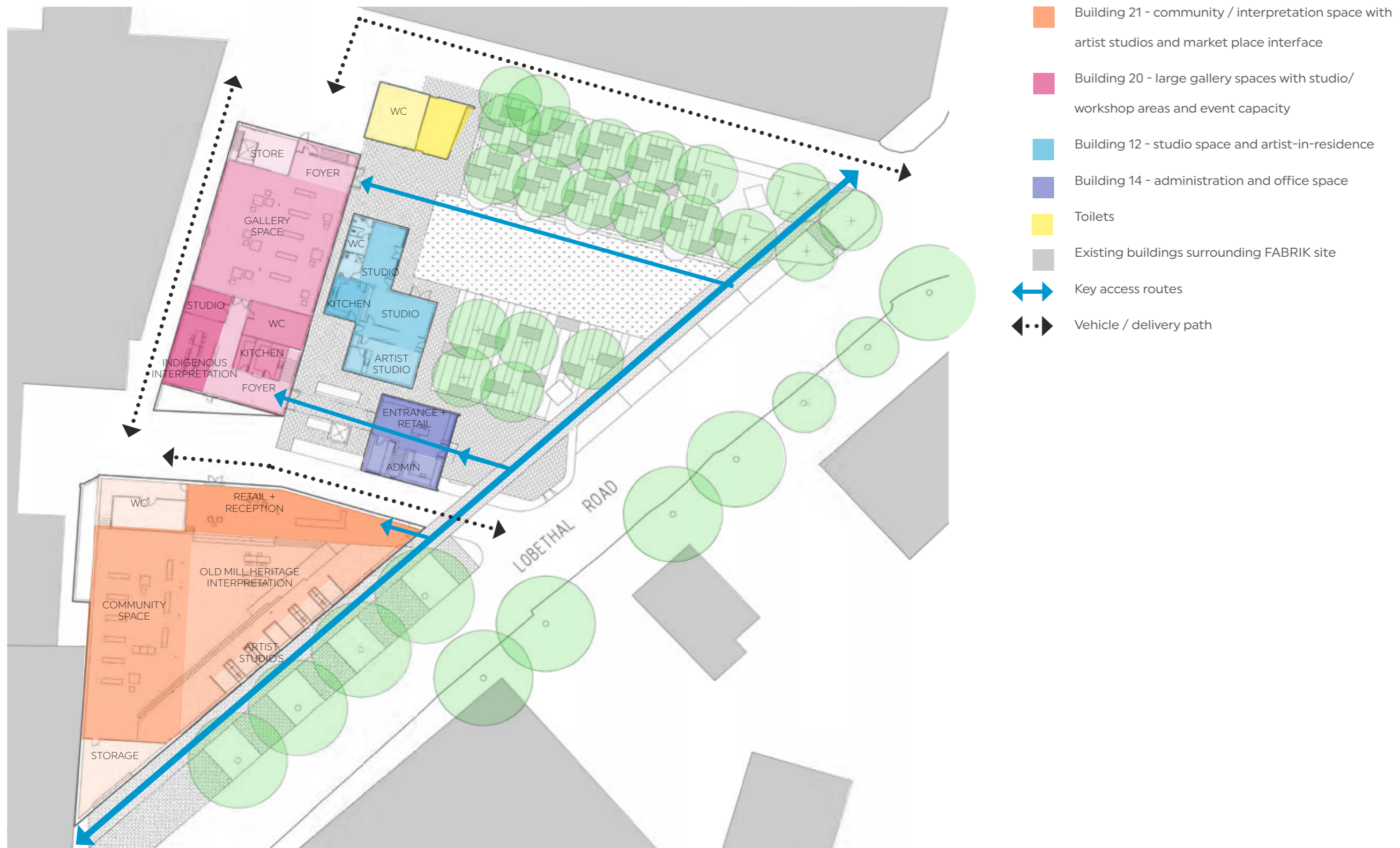
LANDSCAPE FRAMEWORK

- ① Woven Garden
- ② Mill Square
- ③ Fabrik Lawn
- ④ Woven Garden
- ⑤ Mill Courtyard
- ⑥ Entrance plaza
- ⑦ Market place
- ⑧ Kerb build-outs

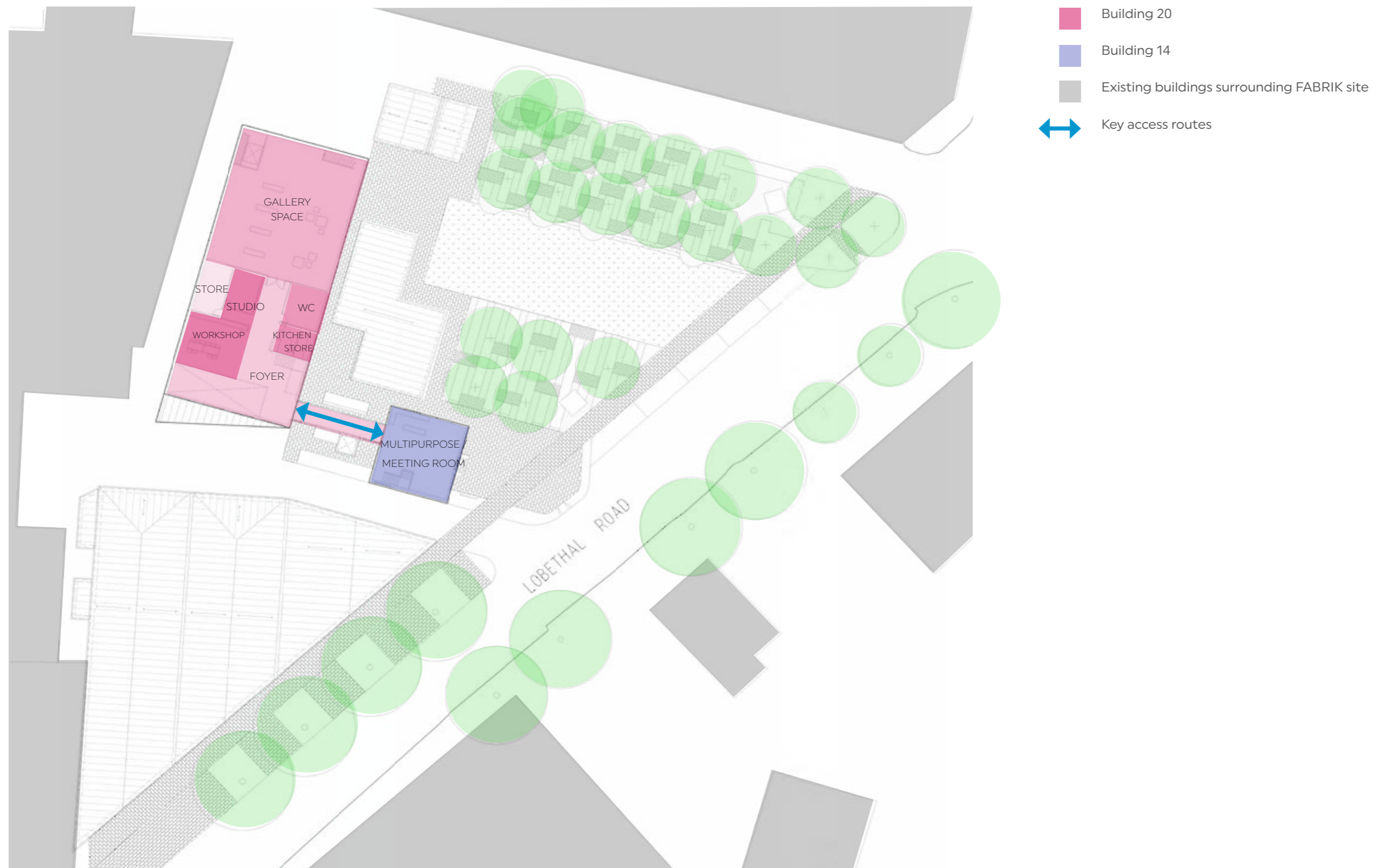
FABRIK: Schedule of Accommodation



FABRIK: Ground Floor Site Plan

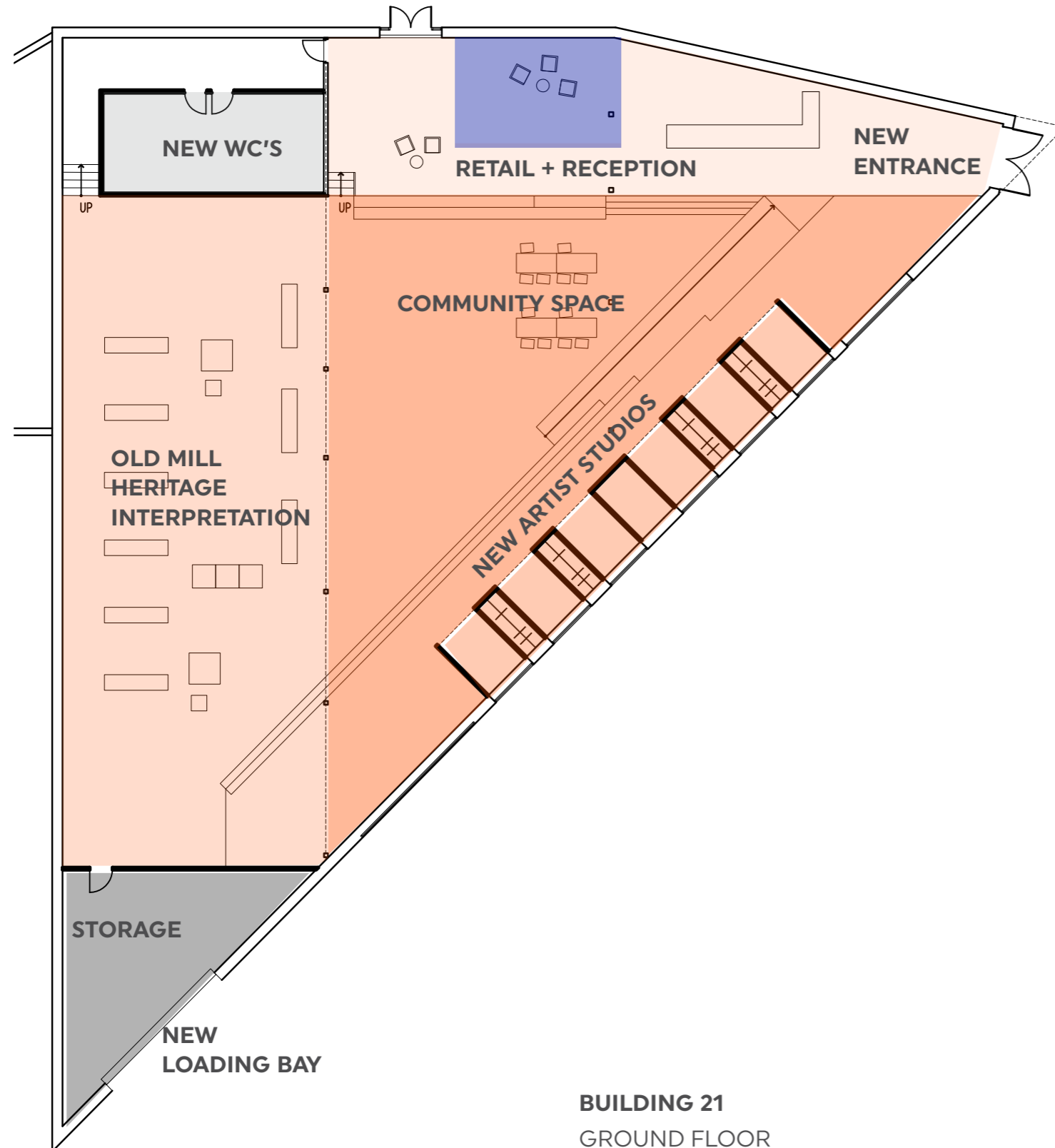


FABRIK: First Floor Site Plan



FABRIK: Building 21

Community Space, Artist Studios and Mill Interpretation

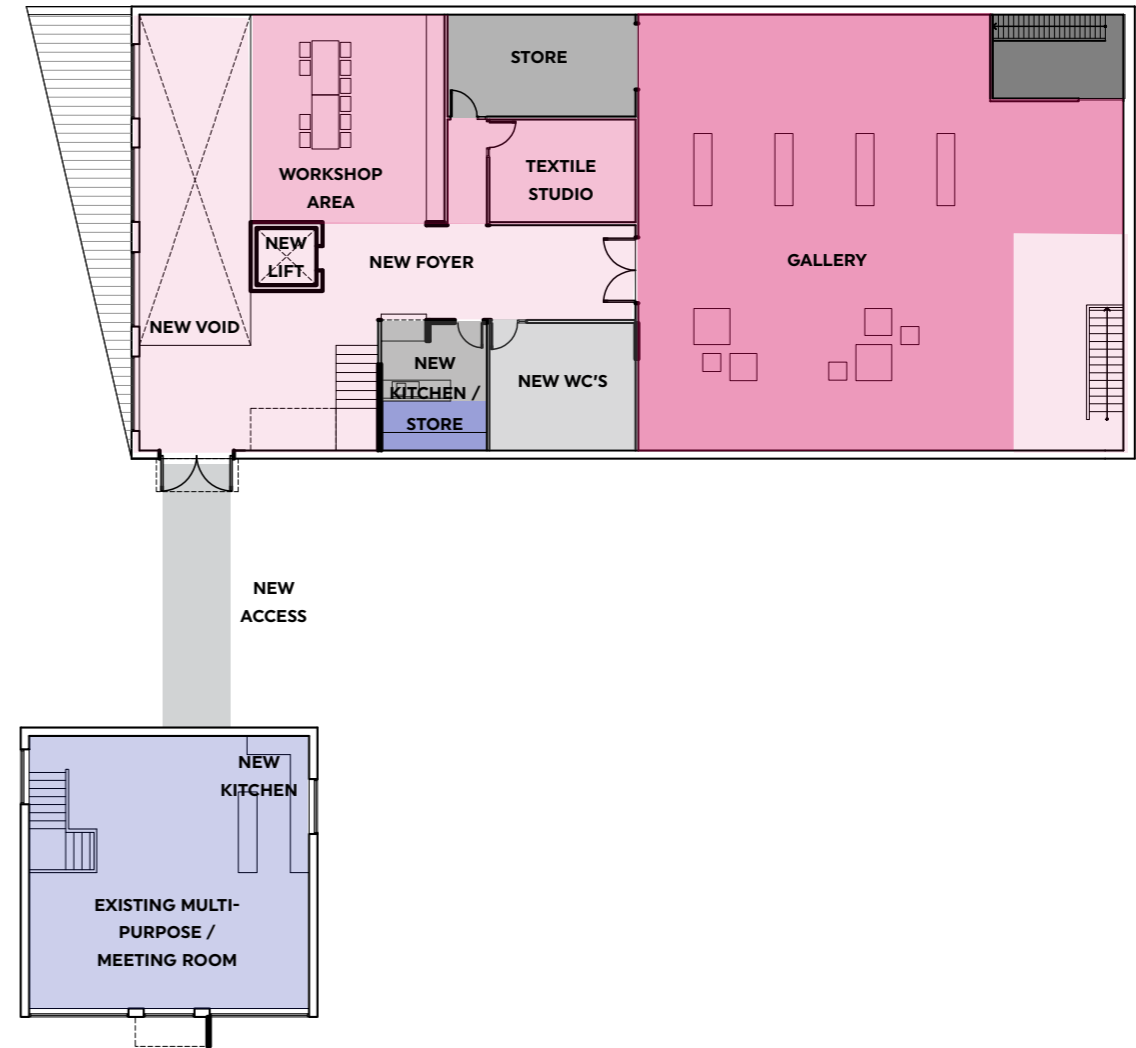


FABRIK: Building 12, 14 and 20

Class A Galleries, Textile studios, Administrative Hub and Artist in Residence



BUILDING 12, 14 & 20
GROUND FLOOR



BUILDING 12, 14 & 20
FIRST FLOOR



FABRIK: Ground Floor Staging Opportunities



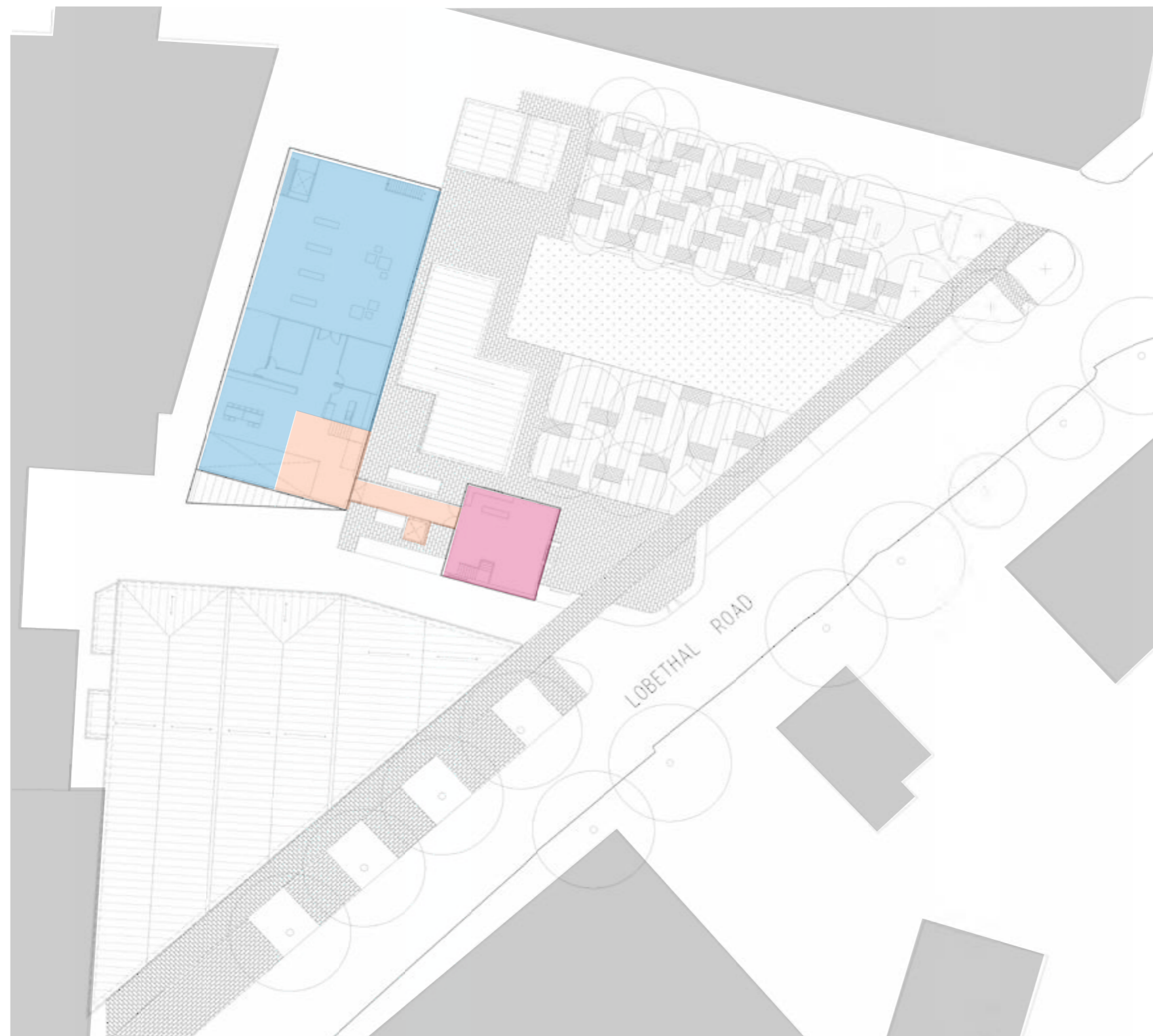
- Compliance Upgrade**
 - Building 21 - Amenities
 - Building 20 - Vertical Transportation

- Street Activation**
 - Building 21 - Artist Studios + Entry
 - Building 14 - Entry + Reception
 - Stage 1 Landscaping

- Minor Works**
 - Reworking Courtyard between 14+20
 - Artist in Residence

- Future Works**
 - Stage 2 Landscaping
 - WCs + Kiosk
 - Building 20 + 21 - remaining works

FABRIK: First Floor Staging Opportunities



- Compliance Upgrade**
 - Building 21 - Amenities
 - Building 20 - Vertical Transportation

- Street Activation**
 - Building 21 - Artist Studios + Entry
 - Building 14 - Entry + Reception
 - Stage 1 Landscaping

- Minor Works**
 - Reworking Courtyard between 14+20
 - Artist in Residence

- Future Works**
 - Stage 2 Landscaping
 - WCs + Kiosk
 - Building 20 + 21 - remaining works

FABRIK ARTS + HERITAGE PRECINCT



FABRIK ARTS + HERITAGE PRECINCT



FABRIK ARTS + HERITAGE PRECINCT





GRIEVE
GILLET
ANDERSEN

ARCHITECTURE
INTERIORS
URBAN DESIGN
HERITAGE

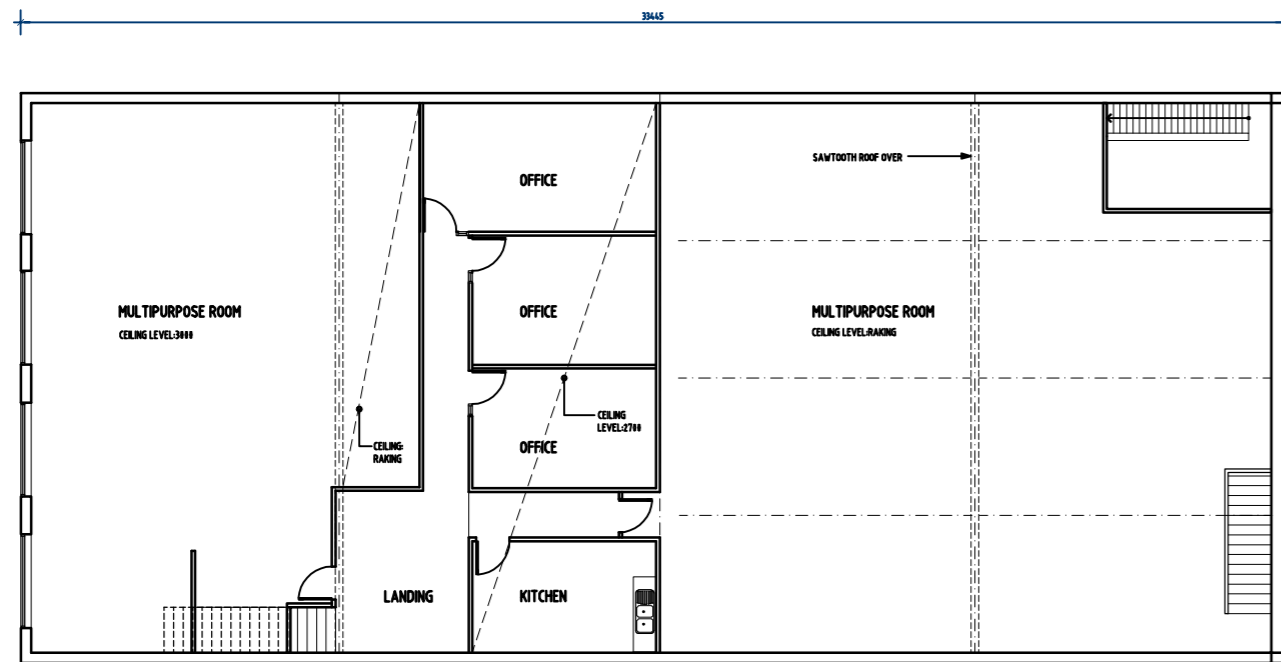
243 Pirie Street Adelaide
South Australia 5000

T +61 8 8232 3626
admin@ggand.com.au

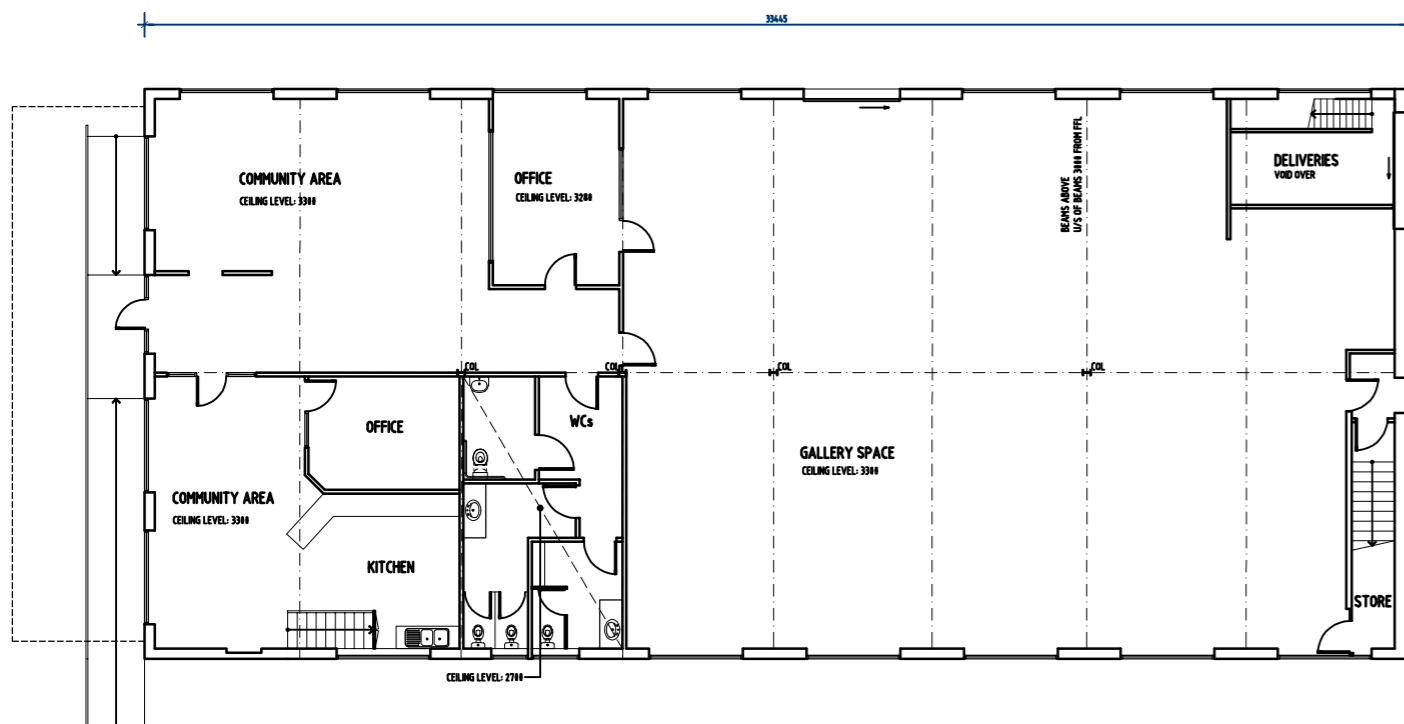
ggand.com.au

APPENDIX A: EXISTING SITE ASSESSMENT

APPENDIX A: EXISTING ASSESSMENT - Building 20



BUILDING 20
FIRST FLOOR 1:200@A3



BUILDING 20
GROUND FLOOR 1:200@A3

OPPORTUNITIES

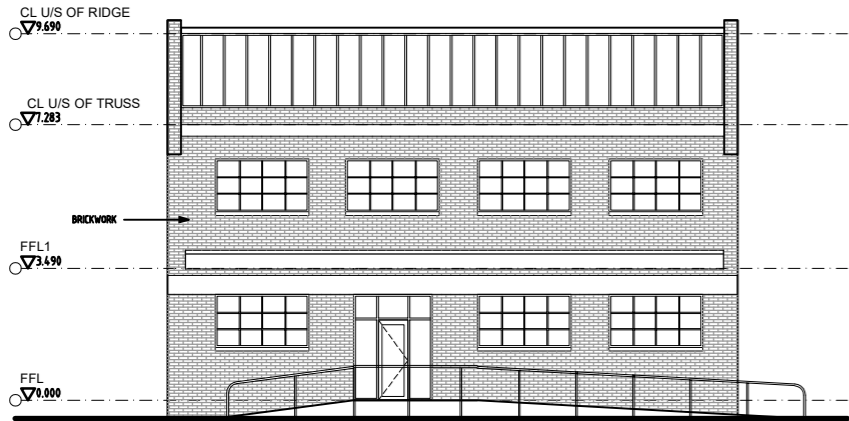
- Building has high architectural merits with strong form
- Saw-tooth roof-line references industrial heritage and is visible from Mill Square
- Currently in use by artist and community space
- Existing basic infrastructure kitchen and wet areas
- Level 1 has generous roof height and open floor plan

CONSTRAINTS

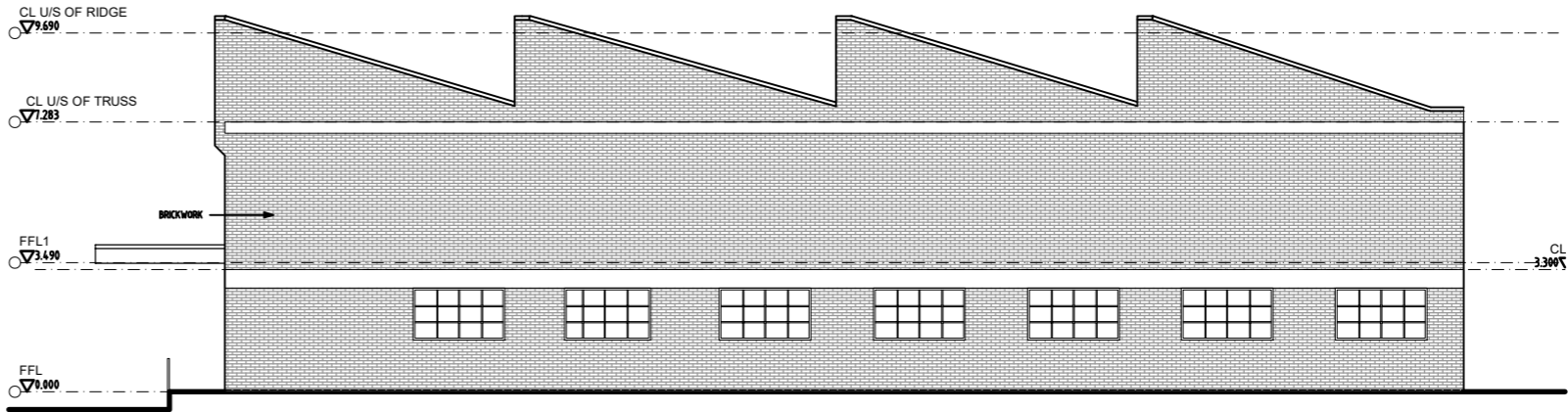
- Lack of street presence
- Entry is set back from main street, no direct visual link
- Disconnect from main street
- Works may trigger requirements for Building Compliance Upgrade (DDA) and be cost prohibitive
- No lift access to level 1
- Poor acoustics and thermal comfort
- Spilt level may reduce incidental visitation, especially to upper levels
- Difficulty in achieving single point of surveillance for staffing
- Current main entry laneway is a shared space and is used as both pedestrian and loading circulation.
- Adhering to requirements set out in Conservation Management Plan



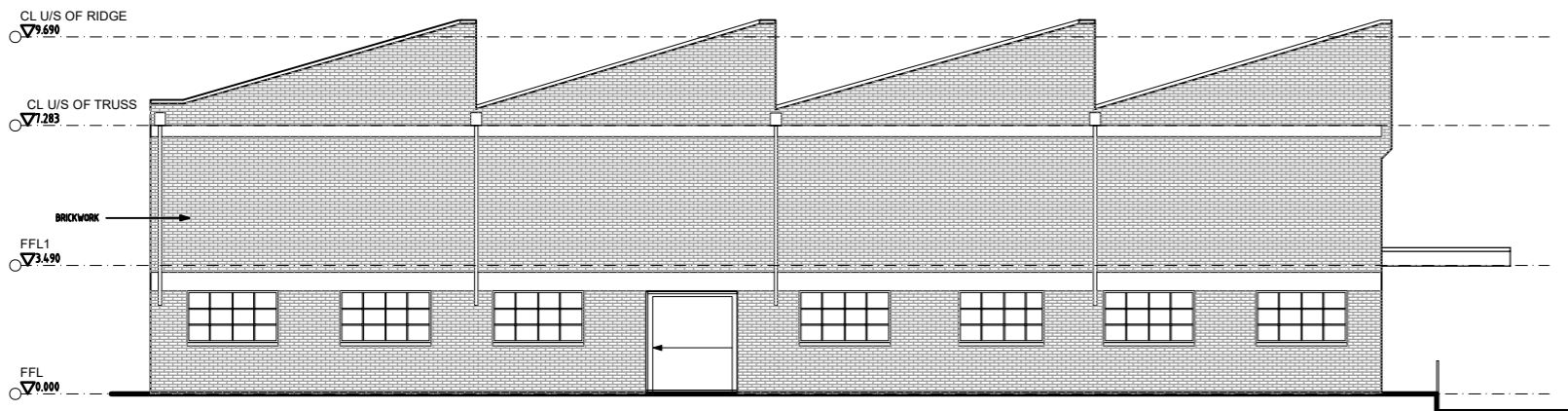
APPENDIX A: EXISTING ASSESSMENT - Building 20



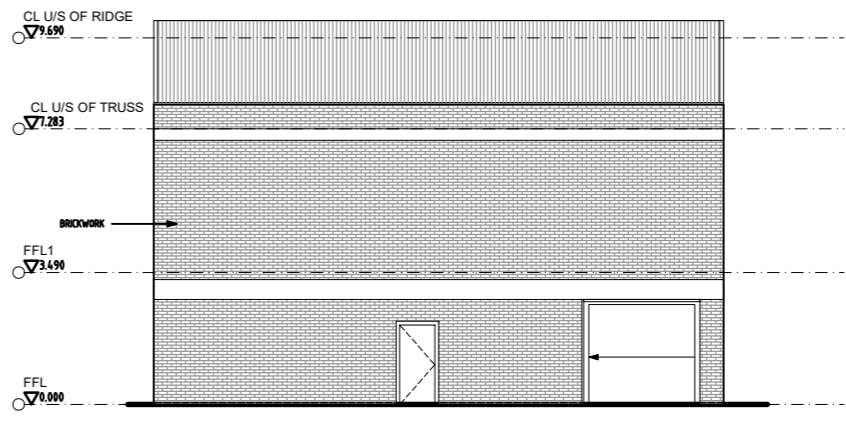
BUILDING 20
SOUTH ELEVATION 1:200@A3



BUILDING 20
EAST ELEVATION 1:200@A3

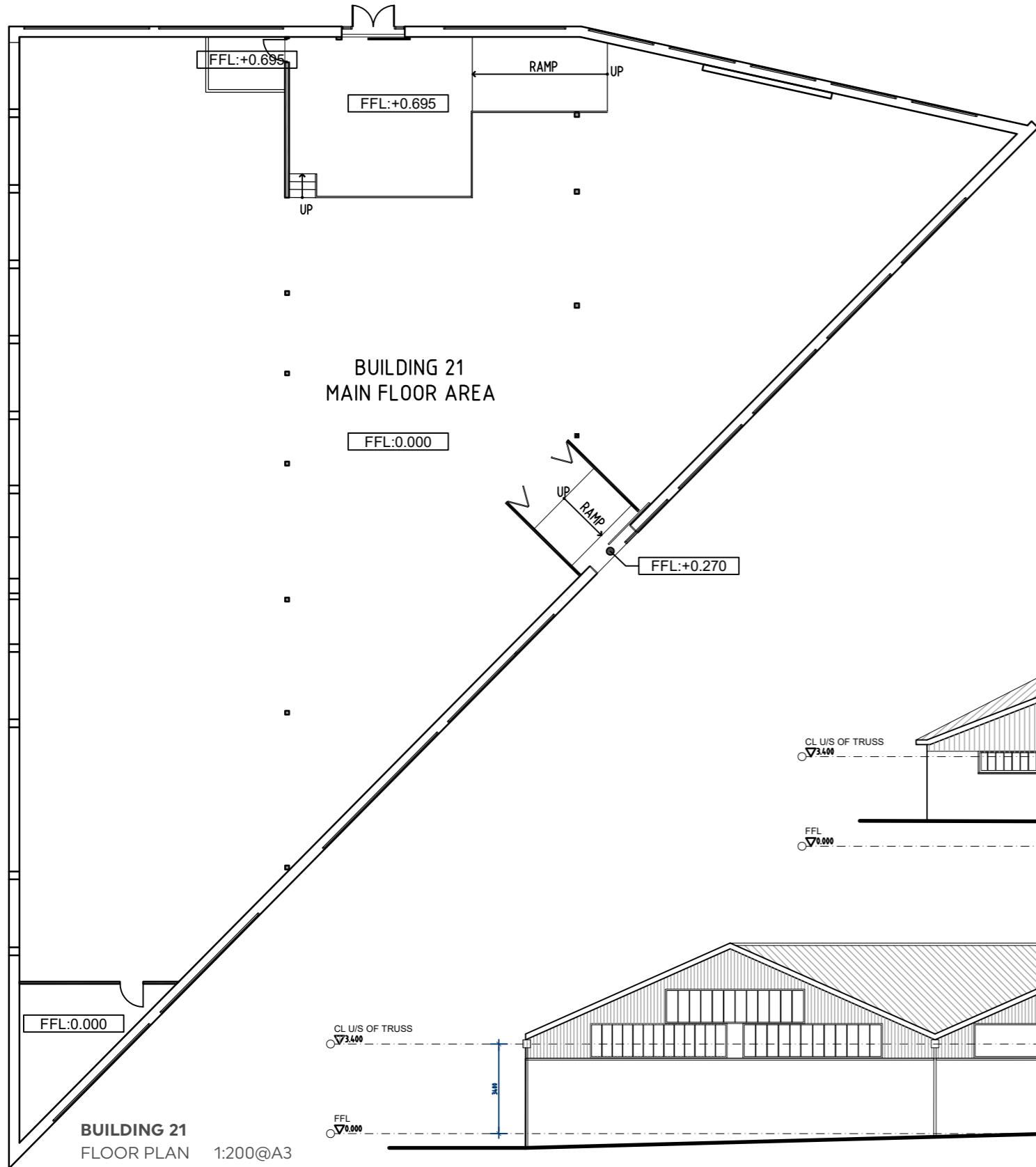


BUILDING 20
WEST ELEVATION 1:200@A3



BUILDING 20
NORTH ELEVATION 1:200@A3

APPENDIX A: EXISTING ASSESSMENT - Building 21

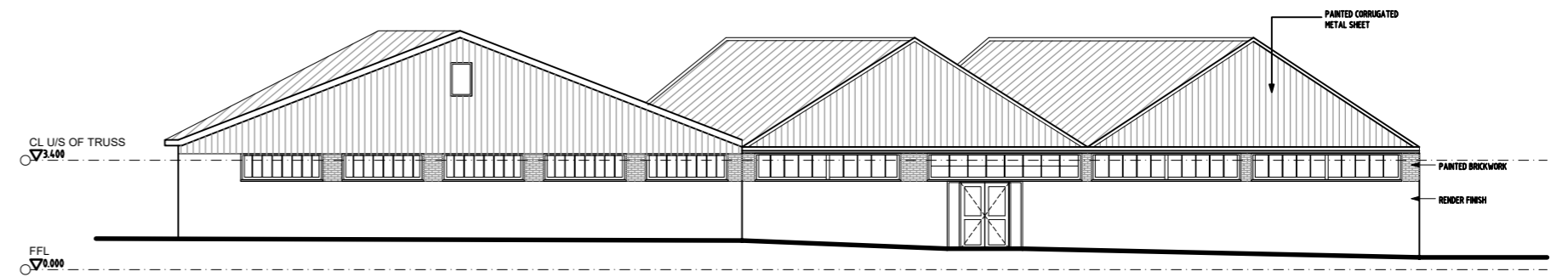


OPPORTUNITIES

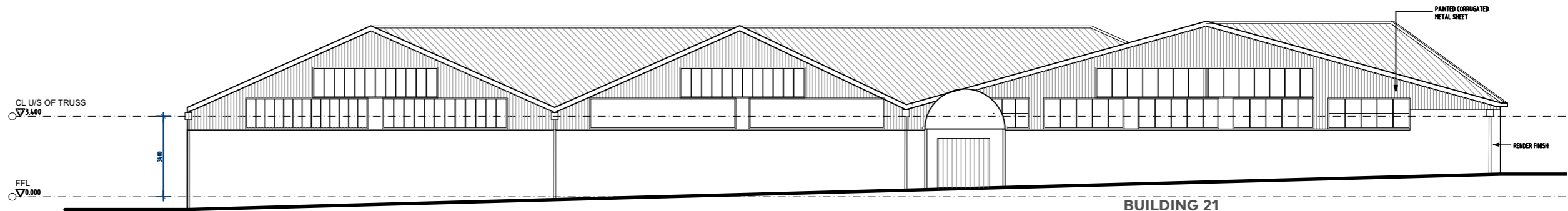
- Building has high architectural merits
- Building was previously used for community events and identified as a community space
- Building has good street frontage and connects visually to main roads
- Some Heritage interpretation already exist
- Single volume provides opportunity for open flexible space for larger gatherings
- Single level and no requirements for lift
- Single level increases incidental visitation and provides ease of single surveillance point
- Entry located away from conflict area with loading lane

CONSTRAINTS

- Lack of basic amenities like WC and Kitchen
- Building frontage is solid and has no visual permeability
- Works may trigger requirements for Building Compliance Upgrade
- Poor acoustics and thermal comfort

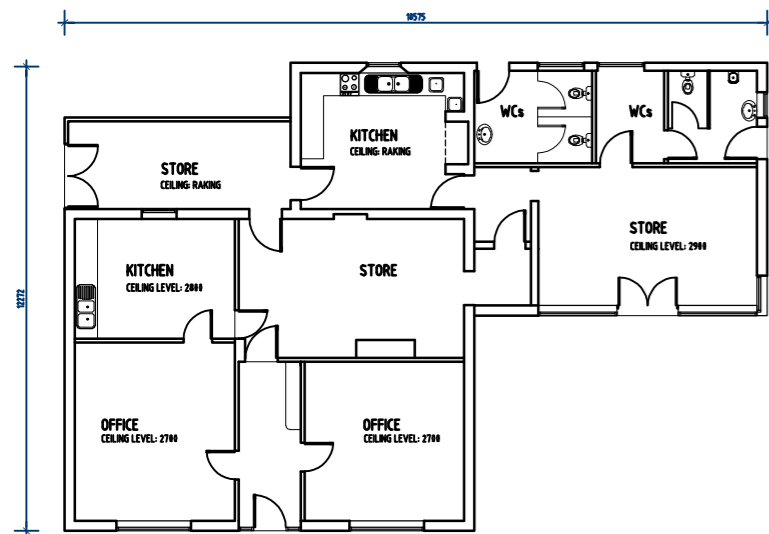


BUILDING 21
NORTH ELEVATION 1:200@A3



BUILDING 21
EAST ELEVATION 1:200@A3

APPENDIX A: EXISTING ASSESSMENT - Building 12



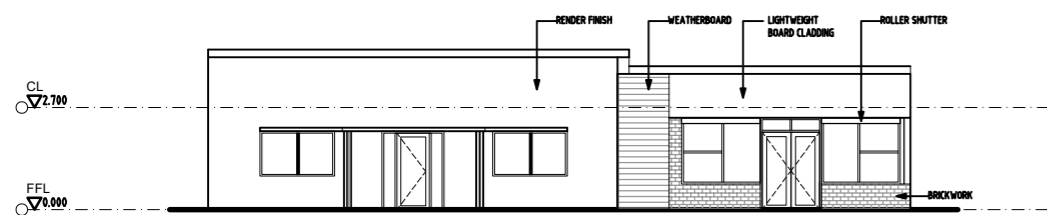
BUILDING 12
FLOOR PLAN 1:200@A3

OPPORTUNITIES

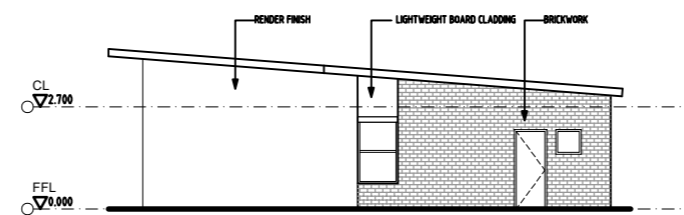
- Building has a subtle presence which supports administrative and back-of-house functions
- Fronts onto Mill Square, could help to activate the space
- Dated style but with some features such as large windows
- Some older stonework walls
- Divided into smaller rooms, currently in use for administration
- Existing dated kitchen infrastructure and WC areas

CONSTRAINTS

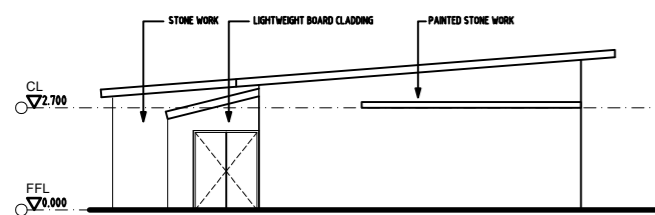
- Building has reduced visibility from the street and a closed off facade
- Not clear whether it is private or public access
- Building blocks visibility to the warehouse facade of building 20
- Lack of connection to other buildings particularly 20 and 21
- Narrow rear corridor and closed in rear facades
- Convoluted floor plan and smaller rooms restrict public use



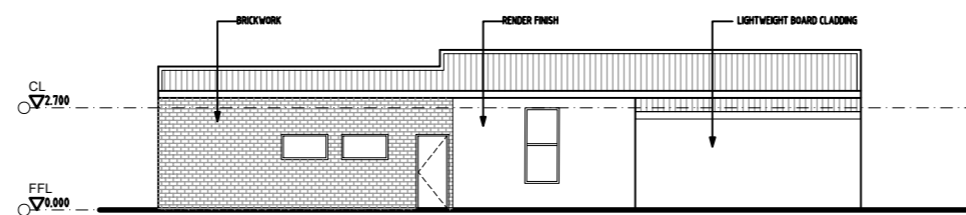
BUILDING 12
EAST ELEVATION 1:200@A3



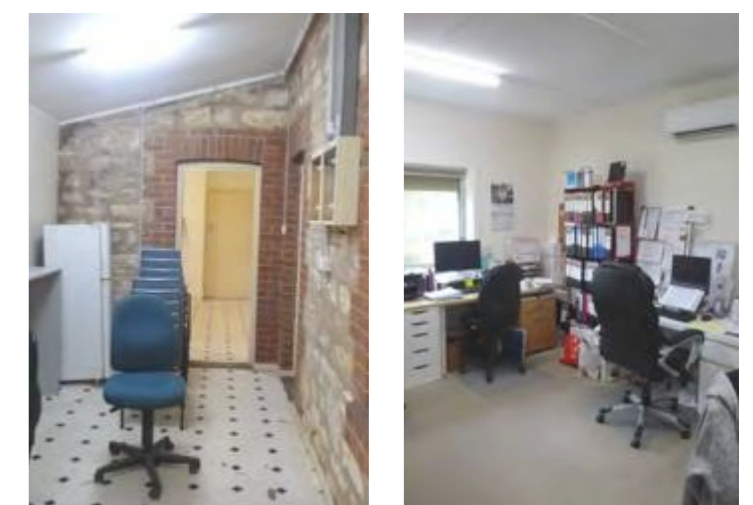
BUILDING 12
NORTH ELEVATION 1:200@A3



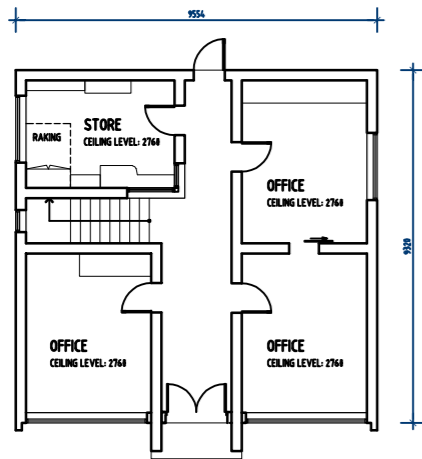
BUILDING 12
SOUTH ELEVATION 1:200@A3



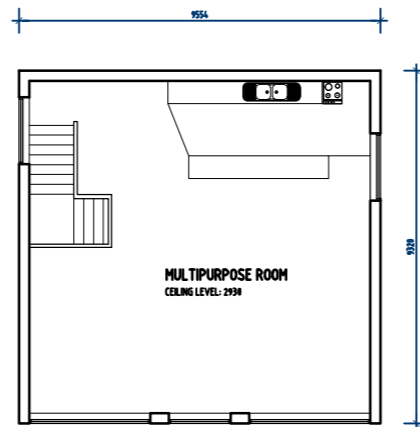
BUILDING 12
WEST ELEVATION 1:200@A3



APPENDIX A: EXISTING ASSESSMENT - Building 14



BUILDING 14
GROUND FLOOR 1:200@A3



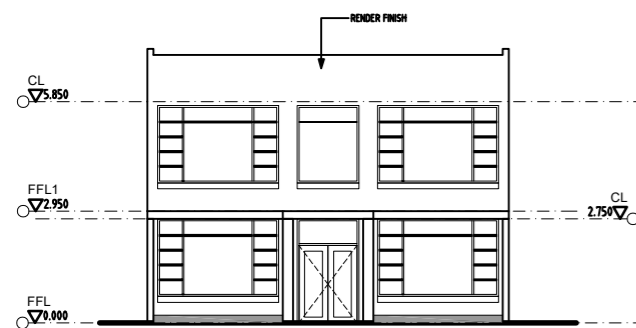
BUILDING 14
FIRST FLOOR 1:200@A3

OPPORTUNITIES

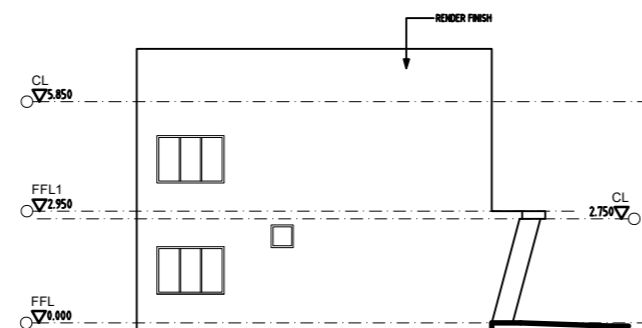
- Building has a dominant streetscape presence and good visibility
- Angled facade connects to Mill Square
- Early-mid century style and features including large windows, stairwell, reception window
- Ground level currently in use for administration
- Level 1 has generous height, open floor plan and good daylighting
- Existing kitchen infrastructure suitable for groups

CONSTRAINTS

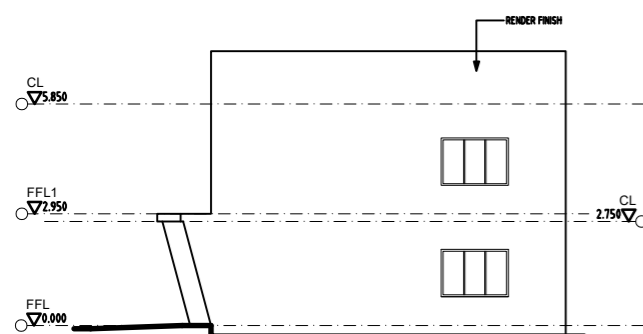
- Lack of connection to other buildings particularly 20 and 21
- Solid rear facade and underwhelming rear courtyard
- Smaller rooms in ground floor imply private office rather than public entry
- No lift access to level 1
- Works may trigger requirements for Building Compliance Upgrade (DDA)



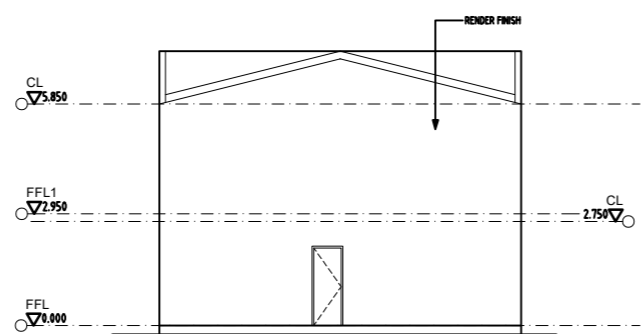
BUILDING 14
EAST ELEVATION 1:200@A3



BUILDING 14
SOUTH ELEVATION 1:200@A3



BUILDING 14
NORTH ELEVATION 1:200@A3



BUILDING 14
WEST ELEVATION 1:200@A3



Appendix 2

Economic Impact and Evaluation of the Fabrik Project



ECONOMIC IMPACT AND EVALUATION OF THE FABRIK PROJECT

A Report to Adelaide Hills Council

19 August 2020

Prepared by

BDO EconSearch

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<https://www.bdo.com.au/en-au/econsearch>

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ABBREVIATIONS

BCR	benefit cost ratio
CBA	cost benefit analysis
fte	full time equivalent
GOS	gross operating surplus
GRP	gross regional product
GSP	gross state product
I-O	Input Output
IRR	internal rate of return
LGA	local government area
NPV	net present value
RISE	Regional Industry Structure and Employment
SA	South Australia

DOCUMENT HISTORY AND STATUS

Doc Version	Doc Status	Issued To	Qty elec	Qty hard	Date	Reviewed	Approved
1	Draft	Melissa Bright	1 Word	-	3/8/20		
2	Draft	Melissa Bright	1 Word	-	10/8/20	LMC/HCB	HCB
3	Draft	Melissa Bright	1 Word	-	11/8/20	JBM	JBM
4	Draft	Melissa Bright	1 Word	-	13/8/20		JBM
5	Draft	Melissa Bright	1 Word	-	17/8/20	JBM	JBM
6	Final	Melissa Bright	1 Word 1 PDF		19/8/20	JBM	JBM

Printed: 19/08/2020 5:27:00 PM

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Project Manager: Julian Morison

Principal Author/s: Adam Chambers

Name of Client: Adelaide Hills Council

Name of Project: Economic Impact and Evaluation of the Fabrik Project

Document Version: 6

Job Number: ES2038

EXECUTIVE SUMMARY

Artists and artisans have always flourished in the Adelaide Hills; from the immense cultural legacy of Sir Hans Heysen's home and studio 'The Cedars', to grassroots community studios and galleries. Fabrik is an Arts and Heritage centre located in Lobethal, a small community approximately 35km from Adelaide, in the picturesque Adelaide Hills. Its classic industrial architecture, proximity to the Lobethal mainstreet and eclectic mix of both small and large spaces make it an interesting and unique facility to showcase the heritage and creativity inherent in the Adelaide Hills region.

Cultural tourism is becoming one of the largest and fastest-growing global tourism markets and as the “home of textile art”, Fabrik immediately has an identity as a unique cultural tourism destination. Fabrik's exhibitions, heritage interpretation, artist studios and retail will provide authentic cultural experiences and products. Businesses in and around Lobethal and other art and cultural offerings have the opportunity to benefit through increased visitation and opportunities to cross-promote with the facility.

It is anticipated that emerging, mid-career and established artists will all be attracted to Fabrik as a centre of artistic excellence. While involved in the studios, artists will have the opportunity to engage directly with the buying public, respond to direct commissions for works and develop their product range in response to this direct contact with consumers. As part of its programming, Fabrik will provide artists with opportunities to access professional development, particularly in the areas of small business development, marketing and customer service. The retail operation within Fabrik will also provide the opportunity for local artists to develop products for sale.

Fabrik will deliver a creative precinct that will add to the vitality of the Lobethal community and contribute to the revitalisation of this historic Hills town. Public programs, including art workshops and community events, will provide an opportunity for community members to connect.

The development of Fabrik is a complex and multi-faceted project with several elements simultaneously occurring. The proposed staged development enables the facility to grow and develop over time and includes adequate timeframes for Fabrik to establish itself both organically and strategically.

Aligning with the site's mission as a business incubator and recognising the growing national and international interest in the potential of the cultural and creative industries to drive sustainable development and create inclusive job opportunities, the long term vision for Fabrik is to see the development of high-quality cultural facilities that celebrate the industrial heritage of the buildings whilst also developing a facility that contributes to the social and economic development of the region.

Two economic methods were utilised to provide insights into the social and economic benefits associated with the Fabrik site redevelopment. Firstly, the method employed for regional economic impact analysis (employment and production) was extended input-output (I-O) analysis. Secondly, the method used to quantify efficiency and productivity gains and the net social benefit to the community was cost benefit analysis (CBA).

The total Gross State Product (GSP) contribution as a result of the 2-year construction phase expenditure associated with the project is expected to be around \$4.4 million, \$3.1 million of which is expected stay in the Adelaide Hills region.

Over the construction period (2021/22 to 2022/23), total employment resulting from capital expenditure on the project is expected to average 18.4 fte jobs each year across South Australia.

Associated operating expenditures will further boost economic activity in the state, contributing a total of \$3.7 million to GSP over the 10 years to 2030/31 and supporting a further 7.7 fte jobs annually over the same period.

With regards to the operating expenditures, it should be noted that these are approximately \$300,000 per annum more than the revenue projections used in this analysis. This shortfall is assumed to be the net operating expense for the Fabrik site (to be funded by the Adelaide Hills Council) and is the reason for the negative direct GSP contribution for the operating phase.

Additional tourism expenditure associated with the project is expected to increase GSP by a total of \$27.2 million over the 15 years to 2035/36 and increase employment by an average 14.7 fte jobs annually over the same period.

The results of the CBA suggest that the project is expected to create additional net social benefits, with a NPV of around \$2.1 million and BCR of 1.12. This suggests the development case is preferred to the base case, and this is still true following the sensitivity testing associated with changes to key variables used.

In addition to the quantified benefits used for the CBA, additional non-market and unquantified benefits are also expected to be generated by the redevelopment, including those related to heritage, arts and culture and volunteering. For example, sensitivity analysis was conducted in relation to the potential benefits associated with valuing volunteer’s time at a comparable market wage rate, and had this additional value (\$1.9 million) been included in the CBA, the resulting NPV and BCR would have increased to \$4.0 million and 1.24 respectively.

The extent to which the project will contribute to economic benefits in the Adelaide Hills region and State more broadly is summarised in Table ES-1.

In summary, by investing in the Fabrik site redevelopment, the Council would not only further reinforce the already significant contribution that the Arts and Heritage sectors make to the Adelaide Hills region and State more broadly, but also assist the region to rebound from the negative impacts caused by the recent bushfires and COVID-19 global pandemic.

Table ES-1 Summary economic contributions of the Fabrik site redevelopment

Economic Benefit	Measurement
Efficient use of resources	The cost benefit analysis provides indicators of economic efficiency. The analysis for the development project shows that it performs strongly with an NPV of \$2.1 million and a benefit cost ratio of 1.12.
Increase to productivity	The project will assist to arrest the current declining trend in tourism expenditure and increase economic activity in both the Adelaide Hills region and State more broadly. The successful completion of the project will see a lift in income for the many and varied businesses providing services to visitors to the Adelaide Hills. Over the next 15 years, the capital and operational expenditures associated with the Fabrik site redevelopment will generate total GSP of \$10.3 million, with additional tourism expenditures expected to further increase GSP by a total of \$27.2 million.
Employment	Jobs associated with the construction phase of the Fabrik site redevelopment (average of 16.2 fte jobs over the 2021/22-2022/23 construction period) will make a positive difference to the Adelaide Hills region. At the state level, capital expenditures are expected to support an average additional 2.2 fte jobs (representing a total of 18.4 fte jobs) annually over the next 2 years, with a further 7.7 annual fte jobs ongoing related to the operating expenditures. Additional tourism related expenditures are the most significant contributor to expected employment outcomes from the redevelopment, with an average additional 15 fte jobs expected to be supported in the state annually over the next 15 years.
Increase in industry & economic competitiveness	The new facilities and infrastructure will improve the capacity of the local cultural and creative industries to capitalise on opportunities that may result from the upcoming State Arts Plan, with the aim of driving sustainable development and creating inclusive job opportunities. The Fabrik site redevelopment will also create opportunities for local Tourism related businesses, which represent one of the largest employment sectors in

Economic Benefit	Measurement
	<p>Adelaide Hills, thereby continuing to underpin the ongoing health of the local economy and offsetting the recent downward trend in visitor numbers.</p> <p>Flow on GOS to these tourism businesses and others supplying inputs to the development is expected to increase by around \$5.7 million in present value terms over the 15 year study period.</p>
Unquantified benefits associated with heritage	<p>Communities around Australia and the world alike place a value on preserving and maintaining heritage places.</p> <p>While heritage places that are restored to good conditions and made accessible to public are therefore assumed to have a quantifiable value, given that the Fabrik site redevelopment is more of a repurposing rather than restoration of a heritage asset and was already publically accessible, community values for heritage have not been included in the cost benefit analysis for this study. If they had, they could have been valued at about \$17,731 per year.</p>
Non-market benefits associated with Arts and Culture	<p>Arts and culture related activities not only produce market related benefits such as the value of artworks and revenues from exhibitions etc., but they are also vital sources of non-market benefits such as increased community wellbeing and resilience. Given recent negative impacts associated with bushfires and COVID-19 impacts, these benefits have only increased in importance to assist in the transition to improved community wellbeing and socio-economic recovery.</p> <p>There is an increasing recognition that even a modest investment in the arts can deliver a significant return on investment for government agencies and the private sector, and an increase in these returns would be expected to be realised should the Fabrik redevelopment proceed.</p>
Unquantified benefits of volunteerism	<p>In addition to the value received by volunteers in performing their unpaid duties (such as social interaction, mastery, identity etc.), it could also be argued that there are additional social benefits associated with the time spent by volunteers in unpaid activities (values at a 'comparable' market wage).</p> <p>Given the expected increase in both volunteer numbers and hours attributable to the redevelopment described in Section 2.2.44, this would represent a benefit of around \$1.9 million in net present value terms over the 15 year study period.</p>
Diversification of local business	<p>Additional economic activity following the development will help counter the current decline in regional business and, potentially, lead to growth of new businesses servicing the local cultural, creative and tourism industries. As highlighted above, the development is expected to increase the GOS of related Adelaide Hills and SA businesses by around \$5.7 million.</p>

1. INTRODUCTION

Fabrik is an Arts and Heritage centre located in Lobethal, a small community of just over 2,000 people located approximately 35km from Adelaide, in the picturesque Adelaide Hills. Its classic industrial architecture and eclectic mix of both small and large spaces make it an interesting and unique facility to showcase the heritage and creativity inherent in the Adelaide Hills region.

The site has a long history as the home of many business interests, most notably the former Onkaparinga Woollen Mills which operated for 124 years until its closure in 1992. The State Government ceded ownership of the site (on 24 June 1993) to the then District Council of Onkaparinga with an initial mission:

“On behalf of the community of Lobethal, to identify and facilitate the establishment of new industries in Lobethal, which will create local employment, in order to preserve and expand the vigour of the local economy.”

Operating as the Adelaide Hills Business and Tourism Centre (AHBTC), the repurpose of the site was an overwhelming success with the old Woollen Mill buildings being leased out and used for manufacturing, industry, office accommodation, community activities, museum display, warehouse and storage facilities. The site currently provides more employment than at the time of the Mill closure by a wide range of tenants including:

- Udder Delights
- Emmelines
- The Bierhaus
- Fruit Wise
- Besa Juice
- wineries

The success of the site prompted the Adelaide Hills Council to reconsider its role as a landlord and commercial property manager and consider other management and use options for the site. A master planning study and extensive community consultation throughout 2015 revealed a strong desire for the Council to retain some of the site and activate it for community use.

Over the last three years Adelaide Hills Council has undertaken an extensive divestment process of the former Onkaparinga Woollen Mill but retained a cluster of classic industrial buildings to be transformed into an Arts and Heritage Hub. Aligning with the site’s previous life as a business incubator, the facility now known as Fabrik, provides a physical space for locally produced visual, performing and digital art, artisan wares and produce to be created and showcased. Figure 1-1 provides a visual from outside the current facility, Figure 1-2 provides an artist impression of the redevelopment, Figure 1-3 provides a snapshot of the some of the local artists at work and Figure 1-4 shows a crowd gathered inside an existing Fabrik site building.

The creation of Fabrik recognises the growing national and international interest in the potential of the cultural and creative industries to drive sustainable development and create inclusive job opportunities. Cultural Times, the first global map of the cultural and creative industries, acknowledges the value of arts and culture and quantifies the global economic and social contribution of the sector (Ernst and Young 2015). The study analyses 11 cultural and creative industry sectors and assesses the contribution of cultural and creative industries to economic growth. It estimates that they generate US\$250 billion in revenue a year, creating 29.5 million jobs worldwide. Similarly, the Bureau of Communications and Arts Research (BCAR) recently estimated that in 2016/17 the cultural and creative activity in Australia contributed nearly \$112 billion (6.4 per cent) to the Australian economy (BCAR 2018).

Artists and artisans have always flourished in the Adelaide Hills; from the immense cultural legacy of Sir Hans Heysen's home and studio 'The Cedars', to grassroots community studios and galleries. Location quotients are a simple way of seeing how important a particular industry is in a region as compared to another region. While representing only a small proportion of the region's economy (between 0.2 and 1.1 per cent respectively) both Creative and Performing Arts Activities and Heritage Activities have location quotients that indicate that the region has a major level of industry specialisation in terms of value added when compared with the rest of South Australia. In 2016-17, with a location quotient of 6.27, Heritage Activities was the most specialised value added activity in the Adelaide Hills. Creative and Performing Arts Activities also rated very highly with a location quotient of 2.63¹. Fabrik aims to develop these areas of specialisation and create an opportunity for creative industries to grow and generate further business and employment opportunities in the Adelaide Hills.

There is a gap in the 'textile arts' space in South Australia. No facility has claimed ownership of this space yet and it is considered opportune, given the site's history in textile manufacturing, for Fabrik to build a reputation as home of textiles. As proven at a similar facility in Tamworth, NSW, the textile arts community will travel to experience quality exhibitions interstate and participate in special events like textile symposia.

As the "home of textile art", Fabrik immediately has an identity as a unique cultural tourism destination. Fabrik's exhibitions, heritage interpretation, artist studios and retail will provide authentic cultural experiences and products. Businesses in and around Lobethal and other art and cultural offerings have the opportunity to benefit through increased visitation and opportunities to cross-promote with the facility.

The purpose of this analysis is to highlight the potential contribution that the Fabrik site redevelopment will make to both Adelaide Hills and South Australia in relation to employment and economic activity, while also highlighting the broader cultural and heritage related social benefits that are expected to be created.

The remainder of the report is presented in four parts. Section 2 outlines the methods and data used. Section 3 presents the economic impact analysis results, Section 4 presents the CBA results (including sensitivity analysis) and Section 5 provides a discussion.

¹ <https://economy.id.com.au/rda-ahfki/location-quotient?WebID=100&LoQo=3>

Figure 1-1 Existing Fabrik site in Lobethal



Source: Adelaide Hills Council

Figure 1-2 Artists Impression of the Fabrik Site Redevelopment



Source: Adelaide Hills Council

Figure 1-3 Artists in residence



Source: Adelaide Hills Council

Figure 1-4 Gathered crowd inside existing Fabrik site



Source: Adelaide Hills Council

2. METHOD OF ANALYSIS AND DATA

2.1. Economic Impact Analysis - Method and Data

An important component of the economic analysis task is to undertake an economic impact analysis. The analysis uses an extension of the conventional input-output method. Over the past decade BDO EconSearch has developed an extended input-output model known as the RISE model (Regional Industry Structure & Employment). The RISE model provides a comprehensive economic framework that is extremely useful in the resource planning process, particularly for regional economic impact applications.

The indicators used in impact analysis typically include employment and gross regional product/gross state product which are used in this report.

2.1.1. Economic activity

Economic activity indicators: the focus of this report is the generation of economic activity resulting from the redevelopments. The key economic activity indicators considered in the analysis are employment and gross regional product (GRP).

Economic impact: changes in economic activity are referred to as economic impacts. Generally, changes in *economic activity indicators* result from some stimulus or external shock imposed. In this analysis the concept of economic impact includes the increase in economic contribution from the construction activities during the redevelopment and the increased visitation that follows, i.e. the contribution the redevelopment makes to the economy. This economic impact is measured in terms of the economic activity indicators referred to above.

2.1.2. Indicators of economic activity defined

Employment units: Employment numbers are usually reported in either full time equivalent (fte) units or total job units defined as follows:

- *fte:* is a way to measure a worker's involvement in a project or industry activity. An fte of 1.0 means that the person is equivalent to a full-time worker, while an fte of 0.5 signals that the worker is only half-time. Typically, different scales are used to calibrate this number, depending on the type of industry and scope of the analysis but the basic calculation is the total hours worked divided by average annual hours worked in full-time jobs.
- *Jobs:* is used to refer to the number of workers employed in an industry or on a project at any point in time. It typically refers to either:
 - the *maximum* number of workers required at any point over the analytical period or the duration of the project; or
 - the *average* number of workers required over the analytical period/duration of the project. This can be calculated on a daily, weekly, monthly or annual basis.

In this report employment has been reported in terms of fte units on a per annum basis.

Gross Regional Product (GRP)/ Gross State Product (GSP): is a measure of the contribution of an activity to the economy. GRP/GSP is measured as value of gross output (business revenue) less the cost of goods and services (including imports) used in producing the output. In other words, it can be measured as the sum of household income, gross operating surplus and gross mixed income net of payments to owner managers and taxes less subsidies on products and production. It represents payments to the primary inputs of production

(labour, capital and land). Using GRP/GSP as a measure of economic impact avoids the problem of double counting that may arise from using value of output for this purpose.

2.1.3. Categories of economic activity

A useful way to think about economic activity and economic impact (as measured by employment, GRP, etc.) is using the concept of a 'supply chain'. The supply chain, in the context of an infrastructure project, includes the planning and management of all activities involved in sourcing and procurement, conversion of materials, and all the logistics management activities. It also includes coordination and collaboration with suppliers, intermediaries and third-party service providers.

Broadly speaking there are four categories of employment and GRP along the infrastructure supply chain.

1. *Direct employment and GRP* - this is employment in those firms, businesses and organisations that are directly engaged in providing goods and services to the redevelopment.
2. *First round employment and GRP* - refers to employment in firms that supply inputs and services to the 'direct employment' businesses, i.e. those categorised under #1 above.
3. *Industrial-support employment and GRP* - is the term applied to 'second and subsequent round' effects as successive waves of output increases occur in the economy to provide industrial support, as a response to the original expenditure. This category excludes any employment associated with increased household consumption.
4. *Consumption-induced employment and GRP* - is the term applied to as those effects induced by increased household income associated with the original expenditure. The expenditure of household income associated with all three categories of employment (direct, first round and industrial-support) will generate economic activity that will in itself generate jobs.

Flow-on (or indirect) economic impact is the sum of categories 2, 3 and 4. In this analysis *direct* and *flow-on* employment and GRP generated by the supply chain have been reported.

For this project these categories of economic impact will apply to the construction of the redevelopment, to the facility's operational expenditure and increase in expenditures made by visitors to the region.

2.1.4. Economic impact modelling

Over the past decade EconSearch has developed an extended input-output (I-O) model known as the RISE model (Regional Industry Structure & Employment). BDO EconSearch updates the RISE model annually for use by the Department of the Premier and Cabinet, Government of South Australia (BDO EconSearch 2020). A RISE model based on the 2017/18 financial year of the Adelaide Hills LGA was used to make regional economic estimates, while a 2017/18 RISE model for South Australia was used to make state level economic estimates given the availability of updated data at the state level.

Input-output models are widely used to assess the economic contribution of existing levels of economic activity and the economic impacts of shocks. The models are based upon I-O tables that describe the interdependencies between industries within the regional economy and with the economy outside of the region. This makes the comprehensive economic framework provided by the RISE model useful for disentangling the direct and flow-on effects of activity in a regional economy.

The I-O method used in the RISE model has been extended to incorporate population and unemployment changes. Modelling population change allows for the estimation of impacts on population driven sectors, such as government administration, health, defence and education. Modelling unemployment change allows estimation of an offsetting effect on consumption-induced flow-on impacts as some new employees may

have previously claimed unemployment benefits in the region and some may be new to the region. These extensions improve the reliability of RISE model estimates compared to conventional I-O models

2.1.5. Data and assumptions

Construction costs

The total construction cost associated with the Fabrik redevelopment project is expected to total \$4.3 million over the 2 year period between 2021/22 and 2022/23, with \$3.2 million of the expenditure occurring within the Adelaide Hills region (Table 2-1).

Table 2-1 Capital expenditure associated with the Fabrik redevelopment project (\$)

Description	Year 1 2021/22	Year 2 2022/23	TOTAL
Retail Fit out	6,667	13,333	20,000
Furniture	6,667	13,333	20,000
Equipment	6,667	13,333	20,000
Interpretation	40,000	55,000	95,000
Signage	40,000	55,000	95,000
Building 12	268,000	0	268,000
Building 14	383,000	0	383,000
Building 20	1,332,000	500,000	1,832,000
Building 21	517,000	423,000	940,000
Landscape works	0	577,000	577,000
TOTAL	2,600,000	1,650,000	4,250,000

Source: Personal Communication, Adelaide Hills Council

Visitation

Currently, 95 per cent of Adelaide Hills visitors are domestic visitors and the remaining 5 per cent are international visitors. Of the domestic visitors, 57 per cent are from within the state compared to 43 per cent who come from interstate.

On average 1.2 million-day trips are taken to the Adelaide Hills each year, with an extra 182,000 international day trips, and this supports the employment of around 1,800 people in the region.

The redevelopment of the Fabrik site and the positioning of the facility as the home of textile arts in South Australia is expected to be a significant regional drawcard for tourists seeking cultural and heritage related experiences. For the purposes of this analysis, it has been assumed that the redevelopment will attract an additional 3,000 visitors in 2021/22, increasing to an additional 27,350 visitors after 15 years. Consistent with the pre-COVID visitor profile of the region, 88 per cent of those visitors are assumed to be domestic day visitors, with the remaining 12 per cent of visitors expected to spend an average of 4 nights in the state/region (Table 2-2) (TRA 2018).

Visitation expenditure

An increase in the tourism numbers as described above will increase tourism related expenditures in both the Adelaide Hills region and South Australia more broadly. Domestic day visitors are assumed to spend an average \$103/day during their visit, while domestic overnight visitors are assumed to spend an average \$172/night each within South Australia (BDO EconSearch 2020). Based on the tourist visitor profile described

above, this results in an additional \$27.3 million in overall tourism expenditure in the state assumed to be directly related to the development over the next 15 years (Table 2-3).

Operating Costs

Once the redevelopment is complete (204/25 onwards), annual average operating costs will be approximately \$500,000 (Table 2-4). The 'program expenses' category includes all costs associated with workshop tutors and materials, exhibitions (installation materials and contractors), artists in residence (artist fees), events (performer fees, stage and lighting hire) and catering, while the 'operating expenses' category includes marketing, the volunteer program, historical collection management, stationery & printing, training & development, travel and cleaning.

Other assumptions

In addition to the assumptions embodied in the input-output model itself (BDO EconSearch 2020), it was necessary to make a number of other general assumptions in estimating the economic impacts:

- The impacts were measured using a model that represents the structure of the regional economy for the year in which the most recent data are available (2017/18). However, over time there are likely to be improvements in primary factor productivity in these economies. To allow for the improvements an across-the-board (all sectors) labour productivity improvement rate of 1 per cent per annum for subsequent years of the construction and operation phases have been incorporated into the modelling.
- When new jobs are created, it should be determined where the people come from to fill those jobs. In some cases, the jobs will be taken by previously unemployed locals or by someone who is currently employed locally but whose own job is taken by a previously unemployed local. In both cases the impact of the newly created job and associated income is partially offset by the fact that someone who was previously receiving unemployment benefits for example is no longer doing so. To calculate this effect requires estimates of the parameter ρ (BDO EconSearch 2020), the proportion of new jobs that are likely to be filled by previously unemployed locals. For the construction and operating phases, it was estimated to be 0.4 for the local area, and 0.45 for the state as a whole.

Table 2-2 Assumed increase in tourist visitation numbers due to Fabrik Redevelopment, 2021/22 - 2035/36

Description	Year 1 2021/22	Year 2 2022/23	Year 3 2023/24	Year 4 2024/25	Year 5 2025/26	Year 6 2026/27	Year 7 2027/28	Year 8 2028/29	Year 9 2029/30	Year 10 2030/31	Year 11 2031/32	Year 12 2032/33	Year 13 2033/34	Year 14 2034/35	Year 15 2035/36
Total annual visitors															
Without project	12,000	12,100	12,200	12,300	12,400	12,500	12,600	12,700	12,800	12,900	13,000	13,100	13,200	13,300	13,400
With project	15,000	16,750	18,500	21,500	23,250	25,000	26,750	28,500	30,250	32,000	33,750	35,500	37,250	39,000	40,750
Difference	3,000	4,650	6,300	9,200	10,850	12,500	14,150	15,800	17,450	19,100	20,750	22,400	24,050	25,700	27,350
Annual domestic day visitors															
Without project	10,560	10,648	10,736	10,824	10,912	11,000	11,088	11,176	11,264	11,352	11,440	11,528	11,616	11,704	11,792
With project	13,200	14,740	16,280	18,920	20,460	22,000	23,540	25,080	26,620	28,160	29,700	31,240	32,780	34,320	35,860
Difference	2,640	4,092	5,544	8,096	9,548	11,000	12,452	13,904	15,356	16,808	18,260	19,712	21,164	22,616	24,068
Annual domestic overnight visitors															
Without project	5,760	5,808	5,856	5,904	5,952	6,000	6,048	6,096	6,144	6,192	6,240	6,288	6,336	6,384	6,432
With project	7,200	8,040	8,880	10,320	11,160	12,000	12,840	13,680	14,520	15,360	16,200	17,040	17,880	18,720	19,560
Difference	1,440	2,232	3,024	4,416	5,208	6,000	6,792	7,584	8,376	9,168	9,960	10,752	11,544	12,336	13,128

Source: Personal communication, Adelaide Hills Council

Table 2-3 15 year increase in tourism expenditure, 2021/22 - 2035/36, South Australia

	Year 1 2021/22	Year 2 2022/23	Year 3 2023/24	Year 4 2024/25	Year 5 2025/26	Year 6 2026/27	Year 7 2027/28	Year 8 2028/29	Year 9 2029/30	Year 10 2030/31	Year 11 2031/32	Year 12 2032/33	Year 13 2033/34	Year 14 2034/35	Year 15 2035/36	TOTAL
Increase in tourism expenditure (\$m)	0.4	0.5	0.7	1.1	1.3	1.5	1.7	1.8	2.0	2.2	2.4	2.6	2.8	3.0	3.2	27.3

Source: Tourism Research Australia

Personal communication, Adelaide Hills Council



Table 2-4 Fabrik operating expenditure assumptions, 2021/22 - 2030/31 (\$)

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	TOTAL
	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	
Salaries and wages	188,000	213,000	241,000	243,000	243,000	243,000	243,000	243,000	243,000	243,000	2,343,000
Consultant fees	20,000	0	5,000	0	0	0	0	0	0	0	25,000
Marketing and promotion	16,000	16,000	30,000	32,000	32,000	32,000	32,000	32,000	32,000	32,000	286,000
Program expenses	45,000	60,000	65,000	80,000	115,000	115,000	115,000	115,000	115,000	115,000	940,000
Operating expenses	30,000	35,000	35,000	40,000	50,000	50,000	50,000	50,000	50,000	50,000	40,000
Property maintenance	45,000	55,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	580,000
TOTAL	344,000	379,000	436,000	455,000	500,000	500,000	500,000	500,000	500,000	500,000	4,614,000

Source: Personal communication, Adelaide Hills Council

2.2. Cost Benefit Analysis - Method and Data

2.2.1. Purpose and scope of cost benefit analysis

A key objective of this study was to undertake a cost benefit analysis (CBA) to determine the net benefit of the Fabrik site redevelopment. The proposed redevelopment was compared against a base case scenario, as described in Table 2-5. The base case and proposed redevelopment option are detailed in the following sections.

Table 2-5 Alternative options for the cost benefit analysis

Option	Description
Base Case	The Fabrik site receives minor improvements during 2020/21, including minor fit outs and equipment purchases, a lift installation and fire safety compliance upgrades. The level of activity at the site and the associated benefits provided to local artists and businesses is then assumed to remain at their 2020/21 levels for the remainder of the study period.
Redevelopment Case	In addition to the minor improvements made during 2020/21 discussed above, the Fabrik site is redeveloped to help realise the potential of the cultural and creative industries in the region, as well as to drive sustainable development and create inclusive job opportunities. The redevelopment will position Fabrik as the 'home of textile art', creating opportunities for local businesses to benefit through increased visitation and cross-promotion with the facility. Existing local businesses are also expected to benefit from the associated construction and operating expenditures that will result from the project.

2.2.2. Method of analysis

The cost benefit analysis conducted for this project conforms to South Australian and Commonwealth Government guidelines for conducting evaluations of public sector projects (Department of Treasury and Finance (2008) and Department of Finance and Administration (2006)).

The starting point for the economic analysis was to develop the 'base case' scenario, that is, the benchmark against which the redevelopment was compared.

Given that costs and benefits were specified in real terms (i.e. constant 2020 dollars), future values were converted to present values by applying a discount rate of 7 per cent. The choice of discount rate is consistent with the rate commonly used by the Australian Government in these type of analyses.

The economic analysis was conducted over a 15-year period and results were expressed in terms of net benefits, that is, the incremental benefits and costs of the Redevelopment Case relative to those generated by the Base Case. The evaluation criteria employed for this analysis are described below.

- Net present value (NPV) - discounted redevelopment benefits less discounted redevelopment costs. Under this decision rule the redevelopment is considered to be potentially viable if the NPV is greater than zero. The NPV for the redevelopment (Dev) was calculated as an incremental NPV, using the standard formulation:

$$NPV_{Dev} = PV(B_{Dev} - B_{Base\ Case}) - PV(C_{Dev} - C_{Base\ Case})$$

- Internal rate of return (IRR) - the discount rate at which the NPV of the redevelopment is equal to zero. Under this decision rule the redevelopment is considered to be potentially viable if the IRR is greater than the benchmark discount rate (i.e. 7 per cent).
- Benefit cost ratio (BCR) - the ratio of the present value of benefits to the present value of costs. Under this decision rule the redevelopment is considered to be potentially viable if the BCR is greater than one. The ratio was expressed as:

$$BCR_{Dev} = \frac{PV(B_{Dev} - B_{Base Case})}{PV(C_{Dev} - C_{Base Case})}$$

2.2.3. Costs and benefits

The costs and benefits of the Fabrik site redevelopment were measured using a ‘with’ and ‘without’ project framework, that is, quantification of the incremental changes associated with the option (i.e. the Redevelopment Case) compared to the Base Case. The method, data sources and assumptions used to quantify these values are described below. Consideration was given to those benefits and costs likely to occur over a 15-year period. The major economic costs and benefits of the project are listed in Table 2-6.

Table 2-6 Costs and benefits in the scope of the cost benefit analysis

Item	Cost or Benefit	Agent	Description
Base Case			
Operating revenue	Benefit	Adelaide Hills Council	Limited revenue associated with the existing site
Flow-on GOS	Benefit	Existing businesses	Limited flow-on increase in GOS for the region due to existing site
Volunteerism	Benefit	Community	Limited benefits related to the existing number of volunteers at the Fabrik site.
Non-market social benefits <i>(not included in the analysis)</i>	Benefit	Community	Limited value gained by the community and tourists by using the existing facilities and associated cultural and creative services they provide.
Operating costs	Cost	Adelaide Hills Council	Limited operating expenditures associated with the existing site which include salaries and wages, program and operating expenses as well as consultant fees and marketing and promotion costs.
Project Case			
Operating revenue	Benefit	Adelaide Hills Council	Direct increase in revenue associated with the redevelopment
Visitation revenue	Benefit	Existing businesses	Direct increase in revenue for the region and state due to increased tourist numbers assumed to be realised because of the overall redevelopment.

Item	Cost or Benefit	Agent	Description
Flow-on GOS	Benefit	Existing businesses	Flow-on increase in GOS for the region due to increased construction activity and tourism expenditure in the region ^a
Non-market social benefits <i>(not included in the analysis)</i>	Benefit	Community	Value gained by the community and tourists by using the improved facilities and associated cultural and creative services they will provide, which includes heritage related values and the benefits to community wellbeing and resilience associated with arts and heritage activities.
Volunteerism	Benefit	Community	Increased social capital and enhanced socio-economic outcomes resulting from community participation in the Fabrik site's activities and programs.
Construction costs	Cost	Adelaide Hills Council	Capital expenditure associated with the Fabrik site redevelopment, including building construction and fit out costs, professional service fees and construction trade services which includes a large amount of landscaping
Visitation costs	Cost	Existing businesses	Increased intermediate expenditures and wages paid by businesses who service the increase in tourism and cultural and creative related activities
Operating costs	Cost	Adelaide Hills Council	Increased operating expenditure associated with the redevelopment including salaries and wages, program and operating expenses as well as consultant fees and marketing and promotion costs.

^a The "increase" in gross operating surplus (GOS) for local businesses is most likely to be profits that would otherwise be lost without the project.

2.2.4. Data and assumptions

The data and related assumptions used to conduct the cost benefit analysis are the same as those used for the economic impact analysis (Section 2.1.5). An additional benefit included in the cost benefit analysis, derived from the impact analysis, is worth noting here.

As a result of the additional by tourists in the project cases compared to the base case, there is additional benefit or profit that will accrue to other businesses in the region. The additional profit, or gross operating surplus (GOS), was estimated from the impact analysis as follows:

$$\text{Indirect regional GOS} = \text{Total GRP} - \text{Direct GOS} - \text{Total Regional Household Income}$$

where direct GOS is the operating surplus of businesses servicing the additional tourism visitors.

Total gross regional product (GRP) and total regional household income were estimated using an input-output model. The input-output model used was a RISE (Regional Industry Structure & Employment) model for the Adelaide Hills LGA, as described in Section 2.1.

The Commonwealth Handbook of Cost Benefit Analysis (Department of Finance and Administration 2006) advises that care is necessary when including any type of secondary benefits in a cost benefit analysis. Often, secondary benefits do not stem directly from the initial investment but require additional investment before they can be realised. These types of secondary benefits should only be included if the costs of further investment are also included (Department of Finance and Administration 2006, p. 44). In the case of this analysis, the secondary benefits represent returns to businesses in a region severely impacted by bushfires and Covid-19. Rising unemployment and declining profitability of businesses in the region will inevitably occur without the redevelopment. The “increase” in sales (and profits) for local businesses is most likely to be sales that would otherwise be lost without the project. Hence it is appropriate to include these profits as net benefits in this case.

Heritage Values

Valuing heritage is a complex task. However, given communities around Australia and the world alike continue to invest in preserving and maintaining heritage places, there is obviously a value that is placed on such activities. Numerous efforts have been made in the past to quantify this value, and in 2005 Allen Consulting Group undertook a choice modelling study to quantify the values that the general public attach to a number of attributes of protection afforded to heritage places (Allen Consulting Group 2005).

The results of this study found that adult Australians were estimated to be willing to pay \$1.35 per year per 1 per cent increase in the proportion of heritage places in good condition and \$3.60 per adult per year for 1 per cent increase in proportion of place made accessible to the public.

While heritage places that are restored to good conditions and made accessible to public are therefore assumed to have a quantifiable value, given that the Fabrik site redevelopment is more of a repurposing rather than restoration of a heritage asset and was already publically accessible, community values for heritage have not been included in the cost benefit analysis for this study.

Volunteerism

Organised volunteering is defined as unpaid help in the form of time, service or skills willingly given by an individual through an organisation or group. Formal or organised volunteering is indirect as it is mediated through an organisation. Although anecdotal evidence suggests that the economic contribution of volunteering is great, there are limited reliable figures on the exact monetary value. While we have various official statistics about participation rates, there are no readily available official statistics to show the important contribution volunteering makes to South Australian communities or the economy more broadly.

When trying to estimate the value that volunteering provides to a community/economy, numerous valuation methods could be considered relevant. These include but are not limited to:

- Estimating the market value of the outputs that volunteers produce (which for Fabrik may include Arts and cultural related goods and/or services), or
- Valuing the time spent by volunteers in unpaid activities at a ‘comparable’ market wage, or
- The value received by a volunteer in performing their unpaid duties (such as social interaction, mastery, identity etc.).

With regards to volunteers at the Fabrik site, it is estimated that around 25 volunteers currently provide about 96 hours of their time annually in order to support existing activities and the general operation of the current Fabrik site. Once the redevelopment is complete, the number of volunteers contributing to the redeveloped site’s operations is expected to increase from 25 to 59 over the 15 year study period. The

amount of hours each volunteer contributes is also expected to increase significantly to 240 hours per annum (Personal communication, Adelaide Hills Council).

As mentioned above, valuation of volunteers' time is a difficult concept. The key question is whether one should use the value of time in work to value time spent on leisure or other non-work related activities. The use of \$27.12 per hour (2019 dollars) is an approximation of the opportunity cost of time in work for the average person (i.e. an approximation of the average wage rate). The Australian Bureau of Statistics used 3 methods to value volunteers' time and produced a range of estimates from \$24.21/hr to \$28.24/hr in 2017 dollars (inflated from 1997 estimates (Ironmonger 2002, p. 3))." Given the increase in both volunteer numbers and hours attributable to the redevelopment described above, this would represent a benefit of around \$1.9 million in net present value terms over the 15 year study period.

However given the inherent uncertainties and complexities associated with estimating the values associated with volunteering, the values above have not been used in the cost benefit analysis for this study, and are assumed to be additional values that might accrue to the Adelaide Hills community over and above those presented in the results below.

Other non-market benefits

Arts and culture related activities not only produce market related benefits such as the value of artworks and revenues from exhibitions etc., but they are also vital sources of non-market benefits such as increased community wellbeing and resilience. Given recent negative impacts associated with bushfires and COVID-19 impacts, these benefits have only increased in importance to assist in the transition to improved community wellbeing and socio-economic recovery.

Activities like painting, sculpting, drawing, and photography are relaxing and rewarding hobbies that can lower your stress level and leave you feeling mentally clear and calm. Creating art provides a distraction, giving your brain a break from your usual thoughts. Art also encourages creative thinking and lets you come up with your own unique solutions.

More and more people now appreciate that the arts and culture can play a valuable role in helping people who have mental health problems. Engaging in arts, social activities and interaction within our communities can help with major challenges such as ageing and loneliness and can bring communities together. It can help to boost confidence and make us feel more engaged and resilient. Besides these benefits, art engagement also alleviates anxiety, depression and stress.

There is also now a well-established empirical evidence base supporting the view that the arts can make a vital contribution to our wellbeing. This can occur across a range of dimensions, from cultural to social and economic, at an individual, community and broader society level. The arts have the potential to bridge our worlds, harness the wisdom of our different views, engage our imagination to explore new ways of thinking, and create experiences that can be shared by all people in our community.

There is an increasing recognition that even a modest investment in the arts can deliver a significant return on investment for government agencies and the private sector. Arts-based initiatives are being adopted to engage public debate, to create vibrant public spaces, to connect and inspire communities, and increasingly, to provide skills development and employment opportunities.

While valuing the potential contribution that arts and cultural related activities provides regional communities is a difficult task, there is no doubt that they are significant contributors when considering a communities overall wellbeing a resilience levels.

Given the difficulties in quantifying the non-market benefits associated with arts and culture related investments, these aspects have not been quantified within the cost benefit analysis for this study. However,



these non-market benefits should be considered as significant when estimating the overall community benefits that the Fabrik site redevelopment will provide to the Adelaide Hills and South Australian communities and economies more broadly.

3. ECONOMIC IMPACT ANALYSIS RESULTS

The impact analysis investigated the economic impact to the Adelaide Hills LGA region resulting from the construction and operating phase expenditures associated with the Fabrik site redevelopment, as well as the expenditures made by visitors to the Adelaide Hills as a result (Sections 3.1 - 3.3).

Direct economic impacts (employment or contribution to GRP/GSP) are a result of the direct expenditure in the region. That is, direct employment is employment in those firms, businesses and organisations that are directly engaged in providing goods and services to the redevelopment.

Flow-on (indirect) economic impacts result from expenditure and employment of those businesses and organisations providing goods and services to the redevelopment (production induced). It also includes those effects induced by increased household income associated with the original expenditure (consumption induced).

Total economic impacts are the sum of direct and flow-on impacts.

3.1. Fabrik Site Redevelopment - Construction Phase (2 Years)

Gross regional/state product (GRP/GSP)

The construction expenditure associated with the Fabrik site redevelopment is expected to contribute a total of \$3.1 million to Adelaide Hills GRP (Table 3-1) over the 2 years to 2022/23, which increases to a state-wide impact on GSP of \$4.4 million once impacts outside of the Adelaide Hills region are accounted for (Table 3 2).

Of the \$4.4 million GSP at the state level, \$1.6 million is directly related to the building/construction works associated with the redevelopment, with the remaining \$2.8 million coming from production and consumption induced flow on impacts. The top 5 sectors impacted from a GSP contribution perspective are the constructions services, professional and scientific services, other construction, administrative support services and retail trade.

Employment (fte)

During the 2021/22 - 2022/23 construction period, the project is expected to support an average additional 16.2 fte jobs per annum in the Adelaide Hills region (Table 3 1), and only increases slightly by a further 2.2 fte jobs (a total of 18.4 fte jobs) per annum at the State level given the majority of inputs are sourced from within the Adelaide Hills region (Table 3 2).

Approximately 50 percent of the additional jobs were directly associated with the building/construction works associated with the redevelopment, while the remaining jobs are expected to come from downstream sectors that either provide inputs to the direct construction activity (such as construction services, professional services and other construction), or benefit from the consumption expenditure associated with the additional household income generated by the project (including retail and wholesale trade).

Table 3-1 Economic impact of the Fabrik site redevelopment on the Adelaide Hills LGA region, construction phase, 2021/22 to 2022/23

	2021/22	2022/23	TOTAL ^c
Contribution to GSP (\$m)			
Direct	0.9	0.5	1.4
Indirect			
<i>Production Induced</i>	0.7	0.4	1.1
<i>Consumption Induced</i>	0.3	0.2	0.5
Total Indirect	1.0	0.6	1.6
Total ^a	1.9	1.2	3.1
Employment (fte ^b)			
Direct	9.0	6.3	7.7
Indirect			
<i>Production Induced</i>	8.3	5.2	6.8
<i>Consumption Induced</i>	2.2	1.4	1.8
Total Indirect	10.5	6.6	8.6
Total ^a	19.6	12.9	16.2

^a Totals may not sum due to rounding

^b Full time equivalents

^c Totals for contribution to GSP are a sum across the 4 years, while those for employment are an average over the same period

Source: BDO EconSearch Analysis

Table 3-2 Economic impact of the Fabrik site redevelopment on the South Australian economy, construction phase, 2021/22 to 2022/23

	2021/22	2022/23	TOTAL ^c
Contribution to GSP (\$m)			
Direct	1.0	0.6	1.6
Indirect			
<i>Production Induced</i>	1.0	0.6	1.6
<i>Consumption Induced</i>	0.7	0.5	1.2
Total Indirect	1.7	1.1	2.8
Total ^a	2.7	1.7	4.4
Employment (fte ^b)			
Direct	9.0	6.3	7.7
Indirect			
<i>Production Induced</i>	8.3	5.2	6.8
<i>Consumption Induced</i>	4.8	3.1	4.0
Total Indirect	13.1	8.3	10.7
Total ^a	22.2	14.6	18.4

^a Totals may not sum due to rounding

^b Full time equivalents

^c Totals for contribution to GSP are a sum across the 4 years, while those for employment are an average over the same period

Source: BDO EconSearch Analysis

3.2. Fabrik Site Redevelopment- Operations Phase (10 Years)

Gross regional/state product (GRP/GSP)

The operating expenditure associated with the complete redevelopment is expected to contribute an additional \$1.7 million to the Adelaide Hills total GRP over the 10 years between 2021/22 and 2030/31 (Table 3 3), which increases to a state-wide impact on GSP of \$3.7 million over the same period once impacts outside of the Adelaide Hills region are accounted for (Table 3 4).

At the state level, the top sectors impacted from a GSP contribution perspective are the personal services, professional services, retail trade, cultural and recreational services and finance sectors.

As can be seen in both Table 3-3 and Table 3-4, the direct contribution to GSP is negative for the entire 10 year period from 2021/22 to 2030/31. This is due to the approximate \$300,000 shortfall in revenue that needs to be funded by the Council in order for the Fabrik site to remain operational. The cost benefit analysis in Section 4 highlights the potential benefits that the Council can expect to generate from this funding over time.

Employment (fte)

Over the 10 year period (2021/22 to 2030/31), operating expenditures associated with the redevelopment are expected to support an average additional 6.5 fte jobs in the Adelaide Hills region (Table 3 3), which increases to 7.7 fte jobs at the State level over the same period (Table 3 4).

Approximately half these jobs (4 fte) were directly associated with operating expenditures at the Fabrik site, while the remaining jobs are expected to come from downstream sectors that either provide inputs to the direct activity (such as cultural and recreational service providers), or benefit from the consumption expenditure associated with the additional household income generated by the project (including retail and wholesale trade).

3.3. Tourism Expenditure (15 Years)

Gross regional/state product (GRP/GSP)

The \$27.3 million of additional tourism expenditure expected to be generated by the redevelopment over the 15 years from 2021/22 to 2035/36 will contribute an additional \$27.2 million to South Australian total GSP (Table 3 5).

Employment (fte)

The resulting increase in employment associated with that additional tourism expenditure is expected to support an average additional 15 fte jobs ongoing in the State annually over the same 15 year period (2021/22 to 2035/36) (Table 3 5).

Table 3-3 Economic impacts of 10 year operating expenditure, 2021/22 - 2030/31, Adelaide Hills

	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	TOTAL ^c
Contribution to GSP (\$m)											
Direct	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.7
Indirect											
<i>Production Induced</i>	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	1.3
<i>Consumption Induced</i>	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	1.1
Total Indirect	0.2	0.2	0.2	0.2	0.3	0.3	0.3	0.3	0.3	0.3	2.4
Total ^a	0.1	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	1.7
Employment (fte ^b)											
Direct	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Indirect											
<i>Production Induced</i>	1.2	1.3	1.5	1.6	1.9	1.9	1.9	1.9	1.9	1.8	1.7
<i>Consumption Induced</i>	0.7	0.8	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.8	0.8
Total Indirect	1.9	2.1	2.3	2.5	2.8	2.8	2.8	2.7	2.7	2.7	2.5
Total ^a	5.9	6.1	6.3	6.5	6.8	6.8	6.8	6.7	6.7	6.7	6.5

^a Totals may not sum due to rounding

^b Full time equivalents

^c Totals for contribution to GSP are a sum across the 10 years, while those for employment are an average over the same period

Source: BDO EconSearch Analysis

Table 3-4 Economic impacts of 10 year operating expenditure, 2021/22 - 2030/31, South Australia

	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	TOTAL ^c
Contribution to GSP (\$m)											
Direct	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.1	-0.7
Indirect											
<i>Production Induced</i>	0.1	0.1	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	2.0
<i>Consumption Induced</i>	0.2	0.2	0.2	0.2	0.3	0.3	0.3	0.3	0.3	0.3	2.4
Total Indirect	0.3	0.4	0.4	0.4	0.5	0.5	0.5	0.5	0.5	0.5	4.4
Total ^a	0.2	0.3	0.3	0.4	0.4	0.4	0.4	0.4	0.4	0.4	3.7
Employment (fte ^b)											
Direct	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Indirect											
<i>Production Induced</i>	1.5	1.6	1.8	2.0	2.4	2.3	2.3	2.3	2.3	2.2	2.1
<i>Consumption Induced</i>	1.3	1.5	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.7	1.6
Total Indirect	2.8	3.0	3.5	3.6	4.1	4.1	4.0	4.0	3.9	3.9	3.7
Total ^a	6.8	7.0	7.5	7.6	8.1	8.1	8.0	8.0	7.9	7.9	7.7

^a Totals may not sum due to rounding

^b Full time equivalents

^c Totals for contribution to GSP are a sum across the 10 years, while those for employment are an average over the same period

Source: BDO EconSearch Analysis



Table 3-5 Economic impacts of 15 year additional tourism expenditure, 2021/22 - 2035/36, South Australia

	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2033/34	2034/35	2035/36	TOTAL ^c
Increase in Tourism Expenditure (\$m)	0.4	0.5	0.7	1.1	1.3	1.5	1.7	1.8	2.0	2.2	2.8	3.0	3.2	27.3
Contribution to GSP (\$m)														
Direct	0.2	0.3	0.4	0.6	0.7	0.8	1.0	1.1	1.2	1.3	1.6	1.7	1.9	15.8
Indirect														
<i>Production Induced</i>	0.1	0.1	0.2	0.3	0.3	0.4	0.4	0.4	0.5	0.5	0.7	0.7	0.8	6.6
<i>Consumption Induced</i>	0.1	0.1	0.1	0.2	0.2	0.3	0.3	0.3	0.4	0.4	0.5	0.5	0.6	4.8
Total Indirect	0.1	0.2	0.3	0.5	0.5	0.6	0.7	0.8	0.9	0.9	1.2	1.3	1.3	11.4
Total ^a	0.3	0.5	0.7	1.1	1.3	1.5	1.7	1.8	2.0	2.2	2.8	3.0	3.2	27.2
Employment (fte ^b)														
Direct ^d	2.0	3.1	4.1	6.0	7.0	7.9	8.9	9.8	10.7	11.6	14.1	14.9	15.7	9.4
Indirect														
<i>Production Induced</i>	0.7	1.1	1.5	2.2	2.5	2.9	3.3	3.6	3.9	4.3	5.2	5.5	5.8	3.5
<i>Consumption Induced</i>	0.4	0.6	0.8	1.1	1.3	1.5	1.7	1.8	2.0	2.2	2.6	2.8	2.9	1.8
Total Indirect	1.1	1.7	2.3	3.3	3.8	4.4	4.9	5.4	5.9	6.4	7.8	8.3	8.7	5.2
Total ^a	3.1	4.8	6.4	9.2	10.8	12.3	13.8	15.3	16.7	18.1	21.9	23.2	24.4	14.7

^a Totals may not sum due to rounding

^b Full time equivalents

^c Totals for contribution to GSP are a sum across the 15 years, while those for employment are an average over the same period

^d Direct jobs from a tourism expenditure perspective are not directly related to jobs at the Fabrik site, but are the jobs associated with the first round of additional expenditures made by the tourists that the Fabrik site attracts to the State

Source: BDO EconSearch Analysis

4. COST BENEFIT ANALYSIS RESULTS

4.1. Results

The primary focus of the cost benefit analysis in this study was the costs and benefits that accrue as a result of the Fabrik site redevelopment. That is, the cost benefit analysis was used to determine whether the project would increase net social benefits relative to the Base Case.

The results of the analysis have been expressed in terms of three evaluation criteria, the net present value (NPV), the internal rate of return (IRR) and the benefit cost ratio (BCR). The NPV is a measure of the aggregate, annual net benefits (i.e. benefits - costs) of the redevelopment over a 15-year period, discounted (i.e. expressed as a present value) using a discount rate of 7 per cent. If the NPV for a scenario is positive, then it is preferred to the Base Case. The BCR is a ratio of the present value of benefits to the present value of costs after 15 years and the IRR is the discount rate at which the NPV of the redevelopment equals zero after 15 years. While the impact analysis illustrates the economic activity arising from the proposed investment, the CBA shows whether or not the proposed investment represents a more efficient allocation of resources. The results of the CBA are as follows²:

- Net Present Value (NPV): \$2.1 million
- Benefit Cost Ratio (BCR): 1.12
- Internal Rate of Return (IRR): 15%

The results above suggest that the development case is preferred to the base case for all 3 of the economic indicators reported above and is therefore expected to significantly increase net social benefits.

The detailed results of the CBA can be found in over the page in Table 4-1.

4.2. Sensitivity Analysis

The results of the CBA were re-estimated using values for key variables that reflect the uncertainty of those variables and an additional scenario was also tested that involved including the estimated benefits associated with volunteerism. The sensitivity analysis included the following:

- discount rate
- increase in visitation
- value of volunteerism

The range of values used for each uncertain variable and detailed results of the sensitivity analysis are set out below with some interpretation of the results. Note that the sensitivity analysis for each variable was undertaken by holding all other variables constant at their 'expected' values. The assumptions and results of the sensitivity analysis are summarised and described in the following sections.

² For more detailed results see Table 4-1



Table 4-1 Cost benefit analysis results for the Fabrik site redevelopment project

	Present Value	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2034/35	2035/36
BASE CASE (Without Redevelopment)									
Benefits (\$)									
Gross Revenue (\$)	360,582	37,000	37,000	37,000	37,000	37,000	37,000	37,000	37,000
Indirect Total GOS (\$)	1,185,056	121,601	121,601	121,601	121,601	121,601	121,601	121,601	121,601
Residual Value of Capital (\$)	0	0	0	0	0	0	0	0	0
Total Benefits (\$)	1,545,639	158,601	158,601	158,601	158,601	158,601	158,601	158,601	158,601
Costs (\$)									
Capital Expenditure (\$)	0	0	0	0	0	0	0	0	0
Operating Expenditure (\$)	3,352,441	344,000	344,000	344,000	344,000	344,000	344,000	344,000	344,000
Total Costs (\$)	3,352,441	344,000	344,000	344,000	344,000	344,000	344,000	344,000	344,000
PROJECT CASE (With Redevelopment)									
Benefits (\$)									
Gross Revenue (\$)	1,589,437	46,000	80,000	135,000	155,000	200,000	200,000	200,000	200,000
Additional Tourism Revenue (\$)	15,273,005	351,099	544,203	737,308	1,076,703	1,269,808	1,462,912	3,007,747	3,200,852
Indirect Total GOS (\$)	2,801,672	849,683	596,606	159,149	166,282	182,918	182,918	182,918	182,918
Residual Value of Capital (\$)	416,147	0	0	0	0	0	0	0	1,073,050
Total Benefits (\$)	20,080,261	1,246,782	1,220,810	1,031,457	1,397,985	1,652,726	1,845,830	3,390,666	4,656,820
Costs (\$)									
Capital Expenditure (\$)	4,142,056	2,600,000	1,650,000	0	0	0	0	0	0
Operating Expenditure (\$)	4,511,016	344,000	379,000	436,000	455,000	500,000	500,000	500,000	500,000
Additional Tourism Costs (\$)	11,180,451	257,018	398,379	539,739	788,190	929,550	1,070,910	2,201,792	2,343,152
Total Costs (\$)	19,833,523	3,201,018	2,427,379	975,739	1,243,190	1,429,550	1,570,910	2,701,792	2,843,152
Incremental Benefits (\$)	18,534,622	1,088,181	1,062,209	872,856	1,239,384	1,494,125	1,687,230	3,232,065	4,498,219
Incremental Costs (\$)	16,481,082	2,857,018	2,083,379	631,739	899,190	1,085,550	1,226,910	2,357,792	2,499,152
Net Benefits (NPV) (\$)	2,053,540	-1,768,837	-1,021,170	241,117	340,194	408,575	460,319	874,273	1,999,068
BCR	1.12								
IRR	15%								

Source: BDO EconSearch Analysis

4.2.1. Discount rates

Costs and benefits are specified in real terms (i.e. constant 2020 dollars) and future values were converted to present values by applying a discount rate of 7 per cent. A sensitivity analysis was conducted using discount rates of 3 and 10 per cent (Table 4-2).

Table 4-2 Results of the sensitivity analysis - discount rate ^a

Discount Rate	NPV (\$m)	BCR	IRR
3%	4.0	1.19	15%
7% ^b	2.1	1.12	15%
10%	1.1	1.08	15%

^a In 2020 dollars.

^b Expected value.

Source: BDO EconSearch analysis

The results above highlight that the project case is moderately sensitive to the discount rate, but is still expected to be preferred to the base case and generate net social benefits under each of the discount rates tested for the sensitivity analysis.

4.2.2. Increase in visitation

The expected increase in visitation (relative to the Base Case) has the potential to vary from current projection assumptions. Accordingly, a sensitivity analysis was undertaken to illustrate the effect of a 50 per cent decrease or 50 per cent increase in expected visitation. The results of this analysis are summarised in Table 4-3.

Table 4-3 Results of sensitivity analysis - increase in visitation ^a

Proportion of projected increase in visitation	NPV (\$m)	BCR	IRR
50%	0.01	1.00	7%
100% ^b	2.1	1.12	15%
150%	4.1	1.19	21%

^a In 2020 dollars.

^b Expected value.

Source: BDO EconSearch analysis

The results are sensitive to the visitation increase assumption, with a 50 per cent decrease in expected additional visitation in the project case resulting in a NPV of just \$10,000.

4.2.3. Valuing volunteerism

The expected benefits associated with volunteerism were not valued in the CBA undertaken for the analysis presented above. Given the potential significant benefits associated with these values, a sensitivity analysis was undertaken to illustrate the effect of their inclusion. The sensitivity results presented below highlight the impacts of including the expected increase in volunteerism value discussed Section 2.2.4 above, as well as the impacts of both a 50 per cent decrease and 50 per cent increase in these expected values. The results of this analysis are summarised in Table 4-3 below.

Table 4-4 Results of sensitivity analysis - increase in volunteerism ^a

Proportion of projected increase in volunteerism	NPV (\$m)	BCR	IRR
0% ^b	2.1	1.12	15%
50%	3.0	1.18	18%
100% ^c	4.0	1.24	22%
150%	5.0	1.30	26%

^a In 2020 dollars.

^b Project case.

^c Expected value.

Source: BDO EconSearch analysis

The results are sensitive to the inclusion of the volunteerism values, with their inclusion adding \$1.9 million to the expected NPV (increasing it to \$4.0 million) and increasing the BCR from 1.12 to 1.24. Volunteerism 50 per cent below the expected level results in a NPV of \$3.0 million, while a level 50 per cent above the expected level results in net social benefits that are \$2.9 million higher than the project case (\$5.0 million).

5. DISCUSSION

The focus of this study was to highlight the economic and social benefits that would be generated by a redevelopment of the Fabrik Arts and Heritage Hub in the Adelaide Hills and to provide insights into whether the redevelopment would be a worthwhile investment for the Adelaide Hills Council (the Council) to make.

The results of the economic impact analysis presented in Section 3 above demonstrated that there would be positive impacts to both Adelaide Hills and South Australian economic output and employment from the construction and operational phases of the Fabrik site redevelopment. While the economic impact results represent a boost to economic activity, they only highlight what impacts would be generated if the redevelopment went ahead, not whether the redevelopment is a worthwhile investment for the Council to make.

This is answered however by the results of the cost benefit analysis (Section 4), which showed that the redevelopment would create additional benefits including increased construction activity and operating revenues, increased tourist visitation and expenditures, increased volunteer numbers and other unquantified benefits associated with community arts and heritage values. The value of these benefits outweighed the associated redevelopment and other costs, therefore highlighting that the Fabrik site redevelopment would increase net social benefits and be a worthwhile investment for the Council to make.

By investing in the Fabrik site redevelopment, the Council would not only further reinforce the already significant contribution that the Arts and Heritage sectors make to the Adelaide Hills region and State more broadly, but also assist the region to rebound from the negative impacts caused by the recent bushfires and COVID-19 global pandemic.

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Disclaimer

The assignment is a consulting engagement as outlined in the 'Framework for Assurance Engagements', issued by the Auditing and Assurances Standards Board, Section 17. Consulting engagements employ an assurance practitioner's technical skills, education, observations, experiences and knowledge of the consulting process. The consulting process is an analytical process that typically involves some combination of activities relating to: objective-setting, fact-finding, definition of problems or opportunities, evaluation of alternatives, development of recommendations including actions, communication of results, and sometimes implementation and follow-up.

The nature and scope of work has been determined by agreement between BDO and the Client. This consulting engagement does not meet the definition of an assurance engagement as defined in the 'Framework for Assurance Engagements', issued by the Auditing and Assurances Standards Board, Section 10.

Except as otherwise noted in this report, we have not performed any testing on the information provided to confirm its completeness and accuracy. Accordingly, we do not express such an audit opinion and readers of the report should draw their own conclusions from the results of the review, based on the scope, agreed-upon procedures carried out and findings.

Appendix 3

Risk assessment

Section 1: Risk identification				Section 2: Inherent Risk		Section 3: Controls		Section 4: Residual Risk			Section 5: Risk Evaluation		Section 6: Risk Mitigation					
No	Risk Statement (use the situation-consequence technique)	Causes & Impact	Risk Owner	Category	Consequence	Likelihood	Risk Rating	Effectiveness	Consequence	Likelihood	Risk Rating	Date of assessment	Mitigation actions required	Next assessment no later than	Mitigation Action	Responsible Officer	Due Date	Target Rating
1	Insufficient demand for rental space leading to a shortfall in operating income envisaged in the BDF.	Cause: Insufficient demand Impact: Shortfall in operating revenue	FD	Finance & Assets	Minor	Likely	High (2B)	Marginal	Minor	Possible	Medium (2C)	14/08/20	Minimum biannual assessment of residual risk required or when causes or controls change or mitigations are implemented. Risk mitigation (treatment) plan optional.	10/02/21	Develop Hub Evaluation Framework (HEV) which includes studio rental targets as envisaged in the BDF. Starting rental rates to be modest (as used in BDF modelling) to provide incentive. Establish quality and credentialed activities on site, which are likely to attract studio artists to the space. If necessary, broaden scope of studio space activities as outlined in the BDF. Focus initially on artisans or others with a craft/making/creative focus to suit theme of hub.	Fabrik Director	Q3 2020 Q2 2022	Low
2	Low visitation (less than 4000 per year) leading to unfulfilled economic expectations	Cause: The facility proves less attractive than anticipated. Impact: Lower visitation and lower spend on site and in the township/region.	FD	Economic	Minor	Likely	High (2B)	Marginal	Minor	Unlikely	Low (2D)	14/08/20	Minimum annual assessment of residual risk required or when causes or controls change or mitigations are implemented. Risk mitigation (treatment) plan optional.	14/08/21	Develop Hub Evaluation Framework (HEV) which includes visitation targets as envisaged in the BDF. - BDF places emphasis on quality activities (exhibitions, workshops and events) which will attract people, rather than relying on 'walk-past' visitation. - BDF inclusion of artist residencies (utilising some of the existing 'home like' cottage) is an example of unique interest that will draw people. - BDF inclusion of marketing plan to ensure the centre is promoted properly to the target audience. If targets are met/not met, review workshop and exhibition programming, including resourcing, and tailor accordingly (particularly between Stage 1 and 2 of BDF implementation).	Fabrik Director	Q3 2020 2022	Low

Work unit/activity being assessed: Establishing an arts and heritage cultural complex in the Old Woollen Mill at Lobethal. Assessment conducted by: Director Community & Customer Service Assessment date: 7 December 2017 Revised: December 2019 and 14 August 2020

Context: The Council seeks to activate the retained portion of the former Lobethal Woollen Mill (AHBTC site). The community has expressed a desire to see it activated in a way reflected in the vision previously adopted.

3	Insufficient interest in the arts community leading to a lack of utilisation and therefore unfulfilled expectations (relates also to visitation and space occupancy).	Cause: Insufficient interest Impact: Unfulfilled expectations	FD	Community, Social & reputational	Moderate	Possible	(In context of whole of Council) -Community engagement undertaken over past 18 months has identified interest. -Activities undertaken over past 2-3years have demonstrated interest. Aug 2020: Evidence over the last 18 months has been that the venture has attracted quality artists to exhibit and utilise the venue, including History Month events, SALA, Markets (Gathered) and industry events (Pome Fest). However, the space in its current form (no heating/cooling, poor security, accessibility problems between levels, etc) limits the type, quality and quantity of activity that can happen on site.	Good	Minor	Possible	Medium (2C)	14/08/20	Minimum biannual assessment of residual risk required or when causes or controls change or mitigations are implemented. Risk mitigation (treatment) plan optional.	10/02/21	BDF contemplates a range of quality experiences and workshops to draw artists to the site. Apply for significant grant funding to enable the facility to be developed to enable the attraction of the type, quality and quantity of activity envisaged in the BDF. In 2020, target the Local Economic Recovery Program (bushfire recovery).	Fabrik Director	Q3 2020	Low
4	Insufficient volunteer interest to meet the needs of operating the site, leading to restrictions on opening hours and pressure to resource with paid staff.	Cause: Insufficient volunteer interest. Impact: Insufficient resources to open, guide, attend to visitors.	FD	Service Continuity	Major	Unlikely	(Risk assessed in the context of the impact on the Hub only.) -Previous community engagement on options for the site indicated strong interest in volunteering and participation. -Council has a strong track record of attracting volunteers and has a number of existing volunteers to call upon. A particular risk exists in relation to the heritage collection as regards the willingness of former mill workers to work with Council - it is this element which is consider at risk, otherwise the residual risk would be LOW. Aug 2020: Heritage Interpretation Plan being developed which does not rely on OWWMI volunteers. (There has been engagement	Good	Moderate	Unlikely	Medium (3D)	14/08/20	Minimum biannual assessment of residual risk required or when causes or controls change or mitigations are implemented. Risk mitigation (treatment) plan optional.	10/02/21	(The residual MED risk relates essentially to the heritage collection element and willingness of former mill workers to participate as curators, attendants and guides.) Former woollen mill workers will be provided opportunities to volunteer, however, heritage interpretation plans are being developed that are not as reliant on volunteers as first envisaged. BDF sets realistic targets in this regard. Reconsider hours of opening to match available volunteer resource, if necessary.	Fabrik Director	Ongoing. Ongoing.	Low

5	Difficulties achieving development approval leading to inability to develop site as proposed.	Cause: Heritage listing. Impact: Inability to develop site to intended use.	FD	Service Continuity	Major	Possible High (4C)	(Risk assessed in the context of the impact on the Hub only.) -Development assessment currently underway for change of use to what is proposed. -Architect experienced in heritage property developments was engaged to produce the Facilities Development Plan. - Preliminary advice from DEWNR Heritage Branch suggests proposed works will be permitted. -most of the proposed upgrades are non-structural. -design concept is to pay homage to heritage, thus no designed intent to denigrate from heritage of the site. -difficulties with approvals are likely to be limited to specific areas of the site.	Good Moderate Unlikely Medium (3D)	14/08/20	Minimum biannual assessment of residual risk required or when causes or controls change or mitigations are implemented. Risk mitigation (treatment) plan optional.	10/02/21	Ensure architect suitably qualified and experienced with heritage building developments is appointed for subsequent building design and construction management. Engage suitably qualified and experienced planning consultant to assist in obtaining approvals. Pay particular attention to artist residence (the only aspect likely to be non-complying) and seek development approvals separately to others on the site. Initial artist residences to be non-accommodated to allow time for the DA process.	Fabrik Director/Manager Property Services	Q42020 Q32020 2022	Low
6	Anticipated small grants (for programs, events and specific activities) in not forthcoming leading to a shortfall in funding to run the associated activities.	Cause: Unsuccessful in grant applications Impact: Insufficient funding to undertake the associated activities.	FD	Finance & Assets	Moderate	Possible Medium (3C)	(Assessed in the context of the hub operations only - not whole of Council) -Grant providers were engaged in the development of the BDF and gave indications of likelihood of funding.	Marginal Minor Possible Medium (2C)	14/08/20	Minimum biannual assessment of residual risk required or when causes or controls change or mitigations are implemented. Risk mitigation (treatment) plan optional.	10/02/21	Grants would only be sought for specific projects, events or initiatives, which would not proceed if funding not obtained (thereby reducing risk of cost blow-outs).	Fabrik Director	Ongoing	Low
7	Lack of robust planning and strategy	Cause: Lack of robust planning. Impact: Misuse of public funds.	FD	Finance & Assets	Moderate	Likely High (3B)	-Development of Business Development Framework by experienced practitioner. -Engagement from key agencies and other stakeholders during Development of BDF. Aug 2020: Regular update reports and workshops with Council Members to reaffirm alignment. Economic impact and evaluation has been undertaken by an external consultant to verify positive economic and social impacts and value of the project.	Good Minor Unlikely Low (2D)	14/08/20	Minimum annual assessment of residual risk required or when causes or controls change or mitigations are implemented. Risk mitigation (treatment) plan optional.	14/08/21			Low	
8	Insufficient external funding for the full development leading to unfulfilled expectations and/or additional pressure on ratepayers funds to deliver the Council's objectives for Fabrik.	Cause: Lack of external funds. Impact: Inability to achieve the full potential of the facility.	DCC	Finance & Assets	Catastrophic	Likely Extreme (5B)	(Assessed in the context of Fabrik only - not the whole Council) Aug2020: Well positioned for applying to grant programs with a BDF, Economic Impact and Evaluation. Local politicians are regularly briefed.	Marginal Major Possible High (4C)	14/08/2020	Minimum quarterly assessment of residual risk required or when causes or controls change or mitigations are implemented. Risk mitigation (treatment) plan required.	12/11/20	Target relevant funding programs. In particular, in 2020 the opportunity exists to seek significant funding for projects stimulating the local economy and social recovery in the bushfire impacted area. (LERP)	Director Community Capacity	Q3 2020	Medium

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.2

Responsible Officer: Renee O'Connor
Sport & Recreation Planner
Infrastructure & Operations

Subject: Gumeracha Court Reconstruction and Resurfacing Project

For: Decision

SUMMARY

As part of Council's Federation Park and Gumeracha Oval Masterplan project, reconstruction and resurfacing of the courts located in Federation Park were considered a high priority following consultation with the community.

In December 2019, following approaches from community members, it was announced by The Hon Michael McCormack MP (Deputy Prime Minister and Minister for Transport and Regional Development) that \$220,000 would be granted to Council for the Gumeracha Tennis Club Reconstruction project (The Project) following support from Rebekha Sharkie MP.

Council staff have highlighted the importance of associated works (including fencing and lighting) occurring concurrently to ensure the most appropriate and strategic investment is achieved, maximising the benefit and useful life for the community, as well as reducing ongoing maintenance costs.

The consultant has estimated costs between \$360,000 - \$420,000 to deliver this project in full; this figure includes civil works, court surface, fencing, lighting, fees and contingencies.

This report seeks Council support to approve the 2020-21 capital expenditure budget of \$220,000, funded by \$220,000 in operating grants income from the Federal Government Community Development Grants Program in accordance with initial funding documentation.

In addition, Administration is also seeking to bring forward Capital allocations for the Federation Park site from the 2021/22 financial year to 2020/21 to enable these work to occur and commence delivery of the project.

RECOMMENDATION

Council resolves:

1. That the report be received and noted.
 2. To approve the 2020-21 capital expenditure budget of \$220k to be funded by \$220k in capital grants income from the Federal Government Community Development Grants Program in accordance with initial funding documentation.
 3. That \$150,000 be brought forward from the 2021-22 LTFP allocation into the 2020-21 Capital Program to enable the lighting and associated works at the Gumeracha courts to be undertaken.
 4. That \$50,000 from the 2019-20 Capital Program be carried forward into the 2020-21 Capital Program to enable the lighting and associated works at the Gumeracha courts to be undertaken.
-

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal	A functional built environment
Objective B4	Sustainable management of our built assets ensures a safe, functional and well serviced community.
Priority B4.3	Ensure Council owned or managed assets, including staff accommodation, are functional and adaptive to meet service requirements. Also, where appropriate and endorsed by Council, equitably assist community owned site (halls and recreation sites) to ensure their facilities are functional and meet service standards.
Goal	Community Wellbeing
Objective C4	An active, healthy, thriving and resilient community
Priority C4.2	Support the provision of formal and informal sport, recreation and play spaces for the community to enjoy

➤ Legal Implications

Not applicable.

➤ **Risk Management Implications**

Undertaking the reconstruction and resurfacing project at Federation Park will assist in mitigating the risk of:

Inadequately planned and managed community and recreation sites that don't meet user needs, or require significant, unplanned asset management.

Inherent Risk	Residual Risk	Target Risk
Medium (3D)	Medium (3D)	Low

➤ **Financial and Resource Implications**

Council had \$50,000 allocated towards the implementation of the Federation Park and Gumeracha Oval Masterplan project in 2019-20, and is seeking to carry that funding forward and for it to be utilised as a contribution towards this project.

Council currently has proposed a \$150,000 contribution towards the Federation Park and Gumeracha Oval Masterplan project in the Long Term Financial Plan (and replicated in the Annual Business Plan) in 2021-22. This report seeks to bring that amount forward, and make it available in 2020-21, and for a portion of it to be utilised as a contribution towards this project.

In addition, the Administration is seeking support to approve the 2020-21 capital expenditure budget of \$220,000, funded by \$220,000 in operating grants income from the Federal Government Community Development Grants Program in accordance with initial funding documentation.

Project Management resources have been considered as part of Council's 2020-21 program.

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

Council's Sport & Recreation Planner and Project Management staff will engage and communicate with relevant site stakeholders throughout the process; and provide relevant updates to Customer Service staff.

➤ **Sustainability Implications**

Council's Sport & Recreation Planner and Project Management staff will investigate sustainable court lighting solutions for the project.

All opportunities to utilise recycled materials and sustainable practices will be explored in the delivery of this project.

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: Director Infrastructure & Operations
Director Corporate Services
Manager Financial Services
Manager Open Space
Manager Civil Services
Manager Strategic Assets
Manager Property Services

External Agencies: Community Developments Grants Program, Department of Infrastructure, Transport, Regional Development and Communications
Office of Rebekah Sharkie MP

Community: Gumeracha Tennis Club
Gumeracha Netball Club
Gumeracha Sports Club

2. **BACKGROUND**

As part of Council's Federation Park and Gumeracha Oval Masterplan project, reconstruction and resurfacing of the courts located in Federation Park were considered a high priority following consultation with the community.

Preliminary advice and costings for the upgrade of the tennis and netball courts in Federation Park were sought from an external consultant as part of the master planning project.

It was recommended that the courts be reconstructed and resurfaced in a slightly different location (to avoid impacts from trees), along with the installation of new lighting and fencing.

The recommendation provided by the consultant is below:

"There are no impediments to retaining, refurbishing or reconstructing the existing courts.

Should Council consider this option (and the fact that land area exists to the west of these courts) we would highly recommend shifting the court footprint approximately 5.0m to the west so as to avoid any future root damage to the court surface from the significant trees on the eastern court boundary.

We would also suggest consideration be given to the replacement of the sports lighting and fencing with LED and black PVC wire mesh respectively to provide Council with a lower maintenance asset moving forward."

The consultant has estimated costs between \$360,000 - \$420,000 for this project; this includes civil works, court surface, fencing, lighting, fees and contingencies.

On numerous occasions in 2018-19, the Gumeracha Tennis Club and the Gumeracha Sporting Club Committee Members sought support from Rebekha Sharkie MP's office for funding for this project.

Rebekha Sharkie MP's office sought a project brief and costings for the project from Council in mid-2019, and in turn, advocated to the Department of Infrastructure, Transport, Regional Development and Communications for funding to deliver this project.

In December 2019, it was announced that \$220,000 would be granted to Council to manage and deliver the project. This amount reflects the cost required to undertake the reconstruction and resurfacing of the courts.

Council has been provided with initial documentation from the Community Development Grants – Regional Programs Branch of the Department of Infrastructure, Transport, Regional Development and Communications for the project.

Department staff have questioned where the remainder of project funds will be sourced from, as their guidelines indicate that projects should be fully funded in order to receive their funding.

Based upon approximate costings provided by the consultant, Administration is seeking funds for the difference between what has been funded, and what is required to deliver the project in full.

3. ANALYSIS

If courts were reconstructed in the new location, and a lighting upgrade wasn't included, the courts would only be useable during daylight hours, and not available for netball training or night tennis.

Neither the associated clubs, Rebekha Sharkie MP's office or the Community Development Grants – Regional Programs Branch have additional funds to contribute towards this project.

Council had \$50,000 allocated towards the implementation of the Federation Park and Gumeracha Oval Masterplan project in 2019-20, and is seeking to carry that funding forward and utilised as a contribution towards this project.

In addition, Council has proposed a \$150,000 contribution towards the Federation Park and Gumeracha Oval Masterplan project in the Long Term Financial Plan, to be available in 2021-22. This report seeks to bring that amount forward, and make it available in 2020-21 and for it to be utilised as a contribution towards this project.

With these Council funding contributions, a total budget of \$420,000 for the project could be available. When considering approximate costings provided by the consultant, this amount should be sufficient to deliver the project in full, including: civil works, court reconstruction, fencing and lighting, plus a project contingency, as updated costings will need to be sourced.

Sourcing grant funding for reconstruction and resurfacing projects at smaller sites, like Gumeracha can be challenging; making this funding from the Federal Government a good opportunity.

The Administration understands that the Gumeracha Tennis Club would like to undertake additional works at the site, including the development of a new clubroom building adjacent to the new courts; and that they had spoken with Rebekha Sharkie MP's office regarding this. These works fall outside of the reconstruction and resurfacing project and funding, but may be achievable at a later time subject to the club's own funding, and additional support. Any future consideration of financial contribution by Council will be brought to Council via a report for a decision.

4. OPTIONS

Council has the following options:

- I. To approve the 2020-21 capital expenditure budget of \$220,000, funded by \$220,000 in operating grants income from the Federal Government Community Development Grants Program in accordance with initial funding documentation; and that \$150,000 be brought forward from the 2021-22 LTFP allocation, and \$50,000 from the 2019-20 Capital Program be carried forward into the 2020-21 Capital Program to enable the full Gumeracha Courts Project to be undertaken. (Recommended)
- II. That additional Council funding is not approved, and that Council don't enter into the funding agreement with the Community Development Grants – Regional Programs Branch of the Department of Infrastructure, Transport, Regional Development and Communications, and the project is put on hold until the full amount can be sourced. (Not Recommended)

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.3

Responsible Officer: Renee O'Connor
Sports & Recreation Planner
Infrastructure & Operations

Subject: Heathfield Oval Change Room & Cricket Net Project

For: Decision

SUMMARY

As part of Council's Heathfield Oval Masterplan project, upgrade of the change rooms and cricket nets located at the site were considered a high priority following consultation with the stakeholders.

Council, in partnership with the stakeholder clubs, has submitted an application to Sport Australia's 'Move It AUS – Community Sport Infrastructure' grant program, and the Office for Recreation Sport & Racing's 'Grassroots Football, Cricket and Netball Facility'; and has been successful in receiving funding from both to deliver Change Room and Cricket Net upgrades.

This report seeks Council's approval for the total expenditure from Council's Capital Program allocations and grant funding contributions to be allocated to the Heathfield Oval Change Room and Cricket Net Project, enabling Council to meet the funding requirements of both grant agreements.

RECOMMENDATION

Council resolves:

1. That the report be received and noted.
 2. To approve an increase in the 2020-21 Capital Expenditure Budget of \$1,088,949, resulting in a total project cost of \$1,414,851, to be funded by \$1,088,949 in grants and associated contributions for the Heathfield Oval Change Room and Cricket Net Project, in accordance with the Funding Agreements.
-

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal A functional built environment
 Objective B4 Sustainable management of our built assets ensures a safe, functional and well serviced community.

Priority B4.3 Ensure Council owned or managed assets, including staff accommodation, are functional and adaptive to meet service requirements. Also, where appropriate and endorsed by Council, equitably assist community owned site (halls and recreation sites) to ensure their facilities are functional and meet service standards.

Goal Community Wellbeing
 Objective C4 An active, healthy, thriving and resilient community

Priority C4.2 Support the provision of formal and informal sport, recreation and play spaces for the community to enjoy

This project also aligns with several principles outlined in Council’s *Sport and Recreation Strategy*.

➤ Legal Implications

Not Applicable.

➤ Risk Management Implications

Undertaking the upgrade of change rooms and cricket nets at the Heathfield Oval site will assist in mitigating the risk of:

Inadequately planned and managed community and recreation sites that don’t meet user needs, or require significant, unplanned asset management.

Inherent Risk	Residual Risk	Target Risk
Medium (3D)	Medium (3D)	Low

➤ Financial and Resource Implications

This report seeks Council’s approval to an increase in the 2020-21 Capital Expenditure Budget of \$1,088,949, resulting in a total project cost of \$1,414,851, to be funded by \$1,088,949 in grants and associated contributions for the Heathfield Oval Change Room and Cricket Net Project, in accordance with the Funding Agreements, Contributions are outlined below:

Sport Australia	\$499,199
Adelaide Hills Council	\$20,000
Mount Lofty Football Club	\$20,000
SANFL	\$5,000
Total	\$544,199

Office for Recreation, Sport & Racing	\$490,000
Adelaide Hills Council	\$305,902
Mount Lofty Football Club	\$50,000 *\$30,000 of this contribution is 'in-kind'
Mount Lofty Cricket Club	\$3,000
Mount Lofty Community & Sports Club	\$21,750 *this contribution is 'in-kind'
Total	\$870,652

The total funding available for this project is:

Sport Australia Total	\$544,199
Office for Recreation, Sport & Racing Total	\$870,652
Total	\$1,414,851

This amount can be broken down into the following contributions:

Grant funding & other stakeholder contributions	\$1,088,949
Council contribution	\$325,902

These amounts have been used in the applications as matched funding, and allow Council to meet necessary requirements in the signed funding agreements.

Council's contribution is included in the 2020/21 capital expenditure budget.

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

Council's Sport & Recreation Planner will continue to engage and communicate with relevant site stakeholders throughout the process; and provide relevant updates to Customer Service staff.

➤ **Sustainability Implications**

All opportunities to utilise recycled materials and sustainable practices will be explored in the delivery of this project.

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: Director Infrastructure & Operations
Manager Financial Services
Manager Open Space
Procurement Project Officer

External Agencies: Not applicable

Community: Not applicable

2. BACKGROUND

As part of Council's Heathfield Oval Masterplan project, upgrade of the change rooms and cricket nets located at the site were considered a high priority following consultation with the stakeholders.

Council, in partnership with the stakeholder clubs, submitted an application to Sport Australia's 'Move It AUS – Community Sport Infrastructure' grant program in September 2018 for the change room project.

In late April 2019, Council received confirmation that the application was successful, and was approved to receive \$499,199 (excluding GST) grant funding for the project.

A summary of the Sport Australia grant funding and associated contributions is below:

Sport Australia	\$499,199
Adelaide Hills Council	\$20,000
Mount Lofty Football Club	\$20,000
SANFL	\$5,000
Total	\$544,199

Council, in partnership with the stakeholder clubs, submitted an application to the Office for Recreation Sport & Racing's 'Grassroots Football, Cricket and Netball Facility' grant program in November 2019 for the change room project and associated cricket net project, using the Sport Australia funding as leverage.

In late April 2020, Council received confirmation that the application was successful, and was approved to receive \$490,000 (plus GST) grant funding for the project.

A summary of the Office for Recreation, Sport & Racing’s grant funding and associated contributions is below:

Office for Recreation, Sport & Racing	\$490,000
Adelaide Hills Council	\$305,902
Mount Lofty Football Club	\$50,000 *\$30,000 of this contribution is ‘in-kind’
Mount Lofty Cricket Club	\$3,000
Mount Lofty Community & Sports Club	\$21,750 *this contribution is ‘in-kind’
Total	\$870,652

The total funding available for this project is:

Sport Australia Total	\$544,199
Office for Recreation, Sport & Racing Total	\$870,652
Total	\$1,414,851

This amount can be broken down into the following contributions:

Grant funding & other stakeholder contributions	\$1,088,949
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Council contribution	\$325,902
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Preliminary advice and costings for the upgrade of the change rooms and cricket nets are as follows:

Cricket Nets	\$59,000
Change Rooms	\$1,345,851
Total	\$1,404,851

Council Administration has signed grant agreements for these projects with both of the respective funding bodies. To abide with grant funding agreement timelines, Council Administration has appointed a Project Manager, and Development Assessment has been lodged in recent weeks. A tender process for the construction will be undertaken in the coming months.

In addition, a Local Government Association Procurement Probity Officer has been appointed to the project, who will provide support to Council with probity oversight for the Heathfield Oval Change Room and Cricket Net Project, inclusive of document review and officer support.

3. ANALYSIS

The Heathfield Oval site is a regional site in the Adelaide Hills Council area, and accommodates over 1,000 people for organised sport on a weekly basis. The Mount Lofty Football Club is currently the largest football club in the state, and its current amenity is insufficient, and is a priority for upgrade. Developments are all linked to the masterplan for the site that also includes the adjacent Heathfield High School. This development is the first of its kind in the area, and the partnership with Heathfield High School will turn the site into a key regional precinct, supporting numerous sporting clubs (including but not limited to

Netball, Cricket, Volleyball, Little Athletics, Tennis, Soccer, Football and other informal community activities) and their members.

This project includes the upgrade of two existing change rooms to meet regional, unisex requirements; and the addition of a second story to this building. The second story includes two regional, unisex change rooms, a kitchenette, accessible toilets and operable walls to make this second story space flexible, for various community uses. The project will also include the upgrade of the adjacent cricket nets.

Council has worked in partnership with the relevant stakeholder clubs, the SANFL, SACA and Netball SA to develop the projects over several years, ensuring that they met relevant guidelines and had the best chance of success to receive grant funding.

This report seeks Council's approval to an increase in the 2020-21 Capital Expenditure Budget of \$1,088,949, resulting in a total project cost of \$1,414,851, to be funded by \$1,088,949 in grants and associated contributions for the Heathfield Oval Change Room and Cricket Net Project, in accordance with the Funding Agreements

It is important to note that funding in previous Annual Business Plan and Budgets has been allocated to the general Heathfield Oval Masterplan Project, not individual project priorities, such as the change rooms and cricket nets.

4. OPTIONS

Council has the following options:

- I. That Council approve an increase in the 2020-21 Capital Expenditure Budget of \$1,088,949, resulting in a total project cost of \$1,414,851, to be funded by \$1,088,949 in grants and associated contributions for the Heathfield Oval Change Room and Cricket Net Project, in accordance with the Funding Agreements. (Recommended)
- II. That Council do not approve the increase in Capital Expenditure, and that the funding agreements with both Sport Australia and the Office for Recreation, Sport and Racing are terminated and projects do not proceed. (Not recommended)

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.4

Responsible Officer: Deryn Atkinson
Manager Development Services
Development & Regulatory Services

Subject: Development Application Fee Waiver for Clayton Church Homes Inc. – Development Application 20/333/473

For: Decision

SUMMARY

Council's *Development Application Fee Waiver Policy* (the Policy) defines the criteria for the waiver of application fees for community not-for-profit organisations. The Administration has the delegation to waive fees where the development cost is no more than \$100,000 for these organisations. Where the development cost exceeds \$100,000 the Policy requires the waiver of fees to be approved by Council (as per clause 11 of the Policy).

Clayton Church Homes Inc. has lodged Development Application 20/333/473 for Redevelopment of the existing Aged Care Facility comprising a two storey building, 8 water storage tanks, car parking and associated earthworks at 1142 and 1144 Greenhill Road Uraidla. As the development cost exceeds \$100,000, the Administration are seeking approval from Council to waive a portion of the application fees in accordance with the aforementioned Policy as described in this report.

RECOMMENDATION

Council resolves:

- 1. That the report be received and noted**
 - 2. To approve the waiver of development fees up to \$993.20 for Clayton Church Homes Inc. in relation to Development Application 20/333/473 for a development at 1142 and 1144 Greenhill Road Uraidla.**
-

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal 5	A Progressive Organisation
Objective O5	We are accountable, informed, and make decisions in the best interests of the whole community
Priority O5.1	Enhance governance structures and systems to prudently adapt to changing circumstances and meet our legislative obligations

➤ Legal Implications

Section 39(4)(c) of the *Development Act, 1993* allows the relevant authority to waive payment of whole or part of the application fees for the assessment of a development application.

➤ Risk Management Implications

The consideration of the development application fee waiver by Council as required by the *Development Application Fee Waiver Policy* will assist in mitigating the risk of:

A poor perception of Council and its policies and procedures if these matters are not reported to Council for approval in accordance with the Policy.

Inherent Risk	Residual Risk	Target Risk
Medium (3C)	Low (2D)	Low (2D)

The Policy is an existing control to mitigate the risk of poor governance in relation to the waiver of Development Application fees. The Policy only relates to the waiver of fees for community not-for-profit organisations. A full report is needed for each development application fee waiver where *the Policy* criteria requires a Council decision.

➤ Financial and Resource Implications

If the waiver of fees is granted, Council will forego up to \$993.20 of total fee income for this development application.

➤ Customer Service and Community/Cultural Implications

By authorising the waiver of portion of the development application fees in relation to Development Application 20/333/473, Council will be supporting Clayton Church Homes in upgrading their Aged Care Facility.

➤ Sustainability Implications

Not Applicable.

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: Director Development & Regulatory Services

External Agencies: Not Applicable

Community: No public consultation is required in this instance as Council is only considering the merits of the fee waiver request in accordance with Council's adopted Policy

2. BACKGROUND

Clayton Church Homes Inc. (CCH) has lodged Development Application 20/333/473 for Redevelopment of the existing Aged Care Facility comprising a two storey building, 8 water storage tanks, car parking and associated earthworks at 1142 and 1144 Greenhill Road Uraidla. CCH is a not-for-profit organisation and qualifies for a fee waiver in accordance with the Council's *Development Application Fee Waiver Policy*. As the estimated construction cost of the proposed development exceeds \$100,000, Council is the decision authority for considering and granting of fee waiver requests in accordance with the aforementioned Policy.

3. ANALYSIS

The Administration is seeking a waiver of the relevant fees in accordance with Council's *Development Application Fee Waiver Policy* for Clayton Church Homes Inc. Pursuant to the Policy, the Manager Development Services has delegation to waive fees for community organisations or not-for-profit organisations where the development cost is \$100,000 or less. The development cost of the proposal in Development Application 20/333/473 is \$18 million and therefore Council is the relevant authority to determine if the fees should be waived.

The following fees are ordinarily payable:

Lodgement fees	\$	142.50
Non-complying lodgement fee	\$	107.00
Planning assessment fee	\$	22,500.00
Non-complying administration fee	\$	140.00
Non-complying assessment fee	\$	22,500.00
Category 3 advertising fee	\$	636.00
Category 3 public notification fee	\$	116.00
CFS referral fee	\$	406.00
EPA referral fee	\$	406.00
Staged consent fee	\$	<u>68.50</u>
TOTAL	\$	<u>47 022.00</u>

In accordance with the Policy, \$249.50 in lodgement fees, \$114.00 in planning fees, the public notification fee of \$116, 70% of the Category 3 Public Notification fee (\$445.20) and the staged consent fee of \$68.50 is recommended to be waived, resulting in a total of \$993.20 to be waived. The remaining fees of \$46,028.80 would be payable by Clayton Church Homes Inc. unless Council determines otherwise. The Administration is therefore recommending that the waiver of \$993.20 in development application fees be approved by Council.

4. OPTIONS

Council has the following options:

- I. To approve the fee waiver request as outlined in this report (Recommended)
- II. To not approve the fee waiver request for the development as outlined in this report (Not Recommended)

5. APPENDIX

Nil

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item:	12.5
Responsible Officer:	Mike Carey Manager Financial Services Corporate Services
Subject:	2019-20 Preliminary End of Year Financial Results and Carry Forwards
For:	Decision

SUMMARY

This report provides Council with a preliminary view of Council's financial performance to budget for the year ended 30 June 2020, and proposes changes to the 2020-21 Budget to account for the 2019-20 requested carry forwards as well as reflect the updated 2020-21 Uniform Presentation of Finances.

Council's preliminary Operating Deficit before Capital is \$941k which is \$428k unfavourable to budget after adjusting for an accounting reallocation between capital and operating for a Council contribution for public lighting (PLEC). The unfavourable operating result to budget is largely driven by unbudgeted non-cash increases in provisions and in particular the additional provisioning of remediation and post closure costs of \$400k relating to closed landfills within the Council area.

In terms of assessing the financial result, once the one off expenditure including the additional provisioning of remediation and post closure costs is taken into account the numbers reflect an underlying financially sustainable surplus into the future.

From an overall Net Lending result perspective, the unfavourable Operating Result of \$428k is largely offset by a favourable Capital Result to budget of \$415k after taking into account capital carry forward income and expenditure requirements.

This report also updates the 2020-21 Budget as reflected in the 2020-21 Uniform Presentation of Finances to account for the changes to the budget already approved by Council as well as the proposed carry forwards to be undertaken in the 2020-21 financial year and the 2020-21 additional budget requests.

RECOMMENDATION

Council resolves that:

- 1. The report be received and the preliminary end of year financial results for 2019-20 be noted.**
- 2. Operating Initiatives Carry Forward projects from 2019-20 totalling an amount of \$64k of expenditure as detailed in this report be approved for inclusion in the 2020-21 Budget.**
- 3. Capital carry forward projects from 2019-20 totalling an amount of \$2.679m of expenditure and \$367k of income (Attachments 2 and 3 to this report) be approved for inclusion in the 2020-21 Budget.**

4. The additional budget request of \$30k of expenditure matched by a \$30k operating grant (Attachment 4) be approved for inclusion in the 20-21 Budget.
 5. The 2020-21 proposed Budgeted Uniform Presentation of Finances reflecting a revised budgeted Operating Surplus of \$829k before Capital Revenue and revised Net Borrowings of \$6.329m as summarised in Attachment 5 to this report be adopted.
-

1. GOVERNANCE

➤ Strategic Management Plan/Council Policy

Strategic Plan 2020-24 – A brighter future

Goal 5 A Progressive Organisation

Objective 05 We are accountable, informed, and make decisions in the best interests of the whole community

Priority 05.2 Make evidence-based decisions and prudently assess the risks and opportunities to our community before taking action.

Priority 05.3 Demonstrate accountability through robust corporate planning and reporting that enhances performance, is relevant and easily accessible by the community

➤ Legal Implications

Chapter 8 of the *Local Government Act 1999* (the Act) addresses Administrative and Financial Accountability under Part 2 Annual Business Plan and Budget and Part 3 Accounts, financial statements and audit.

More specifically:

- Under Section 123 (13), a council must, as required by the regulations, and may at any time, reconsider its annual business plan or its budget during the course of a financial year and, if necessary or appropriate, make any revisions.
- Under Section 127 of the Act, Council must prepare for each financial year financial statements and notes in accordance with standards prescribed by the regulations as soon as is reasonably practicable after the end of the relevant financial year
- Regulation 10 of the *Local Government (Financial Management) Regulations 2011* requires Council to report on the financial results of Council by no later than 31 December in each year.

➤ Risk Management Implications

Monitoring and reporting on Council's financial results will assist in mitigating the risk of:

Inaccurate budgets and unforecasted deficits leading to inadequate resourcing for current and future activities.

Inherent Risk	Residual Risk	Target Risk
Medium (4D)	Low (2E)	Low (2E)

It ensures that financial resources are deployed in areas that align with Council's Strategic Management Plans, are affordable and support Council's Long Term Financial Plan.

➤ **Financial and Resource Implications**

In terms of the underlying financial result, once the one off expenditure including the additional provisioning of remediation and post closure costs is taken into account the numbers reflect an underlying financially sustainable surplus into the future. Council will continue to review and monitor future financial results and its financial position in conjunction with its Long Term Financial Plan (LTFP).

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

Not applicable.

➤ **Sustainability Implications**

Not applicable.

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

Consultation on the development of this report was as follows:

Council Committees: Council's Preliminary End of Year Results were considered by the Audit Committee at its 17 August 2020 meeting as part of an End of Financial Year Update Report. The Committee resolved that the report be received and noted.

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: All budget holders have reviewed the end of year financial position for their respective areas of responsibility to ensure variations are identified and explained.
The Executive Leadership Team has also reviewed the preliminary end of financial year result.
Manager Civil Services (Capital)

External Agencies: Not Applicable

Community: Not Applicable

2. **BACKGROUND**

The purpose of this report is to provide Council with a preliminary view of the actual financial performance compared to budget for the year ending 30 June 2020 and to seek approval to carry forward previously approved budget funding to the 2020-21 financial year. Council's preliminary end of year result was considered by the Audit Committee at its 17 August 2020 meeting as part of an End of Financial Year Update Report.

The Committee resolved as follows:

7.3. End of Financial Year Update

Moved Peter Brass
S/- Cr Leith Mudge

38/AC20

The Audit Committee resolves that the report be received and noted.

Carried Unanimously

It should be noted that further changes to Council's operating and net lending result is possible following the finalisation of Council's statutory accounts and subsequent audit. The finalisation of the accounts will address matters including asset revaluation, adjustments for Council's subsidiaries results as well as depreciation and other asset adjustments. The external auditors are scheduled to commence the audit process in late September 2020.

3. ANALYSIS

Overall Result compared to budget

\$000's	2019-20 Actuals \$'000s	2019-20 Budget \$'000s	Variance Fav/(Unfav) \$'000s	Proposed Carry Forwards \$'000s	Variance Adjusted for Carry Forwards \$'000s
Operating income	48,126	48,000	126	-	126
Operating expenditure	49,067	48,513 *	(554)	64	(618)
Operating Surplus before Capital	(941)	(513)	(428)	(64)	(492)
Capital Income	2,846	3,199	(353)	367	14
Capital Expenditure	12,897	16,026 *	3,130	2,729	401
Net expenditure - Capital projects	(10,051)	(12,827)	2,777	(2,362)	415
Depreciation	8,945	8,945	-	-	-
Net Lending /(Borrowing) Position for Financial Year	(2,047)	(4,395)	2,349	(2,426)	(77)

* adjustment to account for PLEC accounting treatment

Council's preliminary Operating Deficit before Capital is \$941k which is \$428k unfavourable to Council's budget after adjusting for PLEC. There will be some further adjustments to occur as part of the finalisation of the statutory accounts. This Operating Result is largely offset by a favourable Capital Result of \$415k after taking into account Carry Forward Income and Expenditure requirements.

The adjustment for PLEC relates to the undergrounding of power lines for the Gumeracha main street which has been budgeted under capital. The year end review indicates that from an accounting perspective this will need to be disclosed as operating expenditure given that Council is contributing an amount to a State Government (DPTI) asset. From a comparison to budget perspective it is therefore considered appropriate to adjust the budget between operating and capital to help assess the variance analysis between actual and budget.

The unfavourable operating result to budget is largely driven by unbudgeted non-cash increases in provisions and in particular the additional provisioning of remediation and post closure costs of \$400k relating to closed landfills within the Council area. The non-cash increases in provisions offset other favourable income and expenditure variances in Council operations.

In terms of the financial result, once the one off expenditure including the additional provisioning of remediation and post closure costs is taken into account the numbers reflect an underlying financially sustainable surplus into the future and strong alignment to the current LTFP.

It should be noted that further changes to Council's Operating and Net Lending results are possible following the finalisation of Council's statutory accounts and subsequent audit. The finalisation of the accounts will address matters including asset revaluation, adjustments for Council's subsidiaries results as well as depreciation and other asset adjustments. The external auditors are scheduled to commence the Audit process in late September 2020.

Net Borrowings Position

Borrowings at 30 June 2020 were exactly \$12m, represented by two fixed term interest only loans of \$5m each and a short term drawdown facility drawn down to \$2m at year end. This compares with Council's budgeted borrowings at 30 June 2020 of \$13.0m which was based on borrowings at the end of the previous year of \$10.0m and the budgeted borrowings for the 2019-20 financial years of \$3m.

\$000's	Actual 30 June 20 \$000's	Budget 30 June 20 \$000's	Variance \$000's	30 June 2019 Balances \$'000s
Cash & Investments	519	268	251	2,025
Short term drawdown	(2,000)	(3,000)	1,000	-
Fixed Term Loans	(10,000)	(10,000)	-	(10,000)
Total Borrowings	(12,000)	(13,000)	1,000	(10,000)
Net Position	(11,481)	(12,732)	1,251	(7,975)

Operating Initiatives Carry Forwards

For 2019-20, there were five operating initiatives projects where it was assessed that an operating carry forward was required to ensure delivery of the project. Details are as follows:

Project Reference & Description	Carry Forward Request \$'000s	Comment
#120 FABRIK Heritage Interpretation Plan	35	An amount of \$35,000 is required to be carried forward to undertake the Heritage Interpretation Plan for FABRIK. With the COVID restrictions, the work was unable to be undertaken in 2019-20, and the full amount of \$35,000 is therefore required to complete the project in 2020-21.
#720 Crafers Main Street Masterplan	5	An amount of \$5,000 is required to be carried forward for the Crafers Mainstreet Design Framework which will be completed in August 2020. This project has taken longer than anticipated due to COVID 19 and the need to come up with an innovative way to run the community engagement process
#753 Boundary Reform Provision	4	The amount of \$4,000 is required to be carried forward due to the COVID-19 impacts on the timing of neighbouring council consultation and presentation of the draft report to Council. As per the consultancy contract the payment is only made after the final report is completed, which will be post the September 2020 Council meeting.
#759 Local Heritage Fund	15	An amount of \$14,371 is for the Local Heritage Grant Fund as these grants were only awarded to the recipients via a resolution of Council at its meeting of 26 May 2020. As five of the six recipients are required to lodge development applications for the proposed works, the funds will not be spent by 30 June 2020 and hence need to be carried forward
#760 Community Perception Survey	5	An amount of \$5000 is required to be carried forward as the survey was delayed in 2019-20 due to the impacts of the Cudlee Creek Bushfire and COVID-19 on our community. The survey is now scheduled for October 2020.
Total Proposed Operating Initiatives Carry Forwards	\$64	

Although not significant, it is noted that the carrying forward of these projects will have an impact on the Operating Result for 2020-21, reducing it by \$64k.

Overall Capital Result

A Capital Works Summary has been prepared comparing the capital expenditure against budget by Asset Category for the 2019-20 financial year. (**Attachment 1** to this Report)

\$000's	2019-20 Actuals \$'000s	2019-20 Budget \$'000s	Variance Fav/(Unfav) \$'000s	Proposed Carry Forwards \$'000s	Variance Adjusted for Carry Forwards \$'000s
Capital Income	2,846	3,199	(353)	367	14
Capital Expenditure	12,897	16,026 *	3,130	2,729	401
Net expenditure - Capital projects	(10,051)	(12,827)	2,777	(2,362)	415

* adjustment to account for PLEC accounting treatment

The preliminary results show a capital spend of \$12.897m against an adjusted budget of \$16.026m after taken into account the PLEC reallocation of \$500k to Operating as discussed above. In comparing to budget, it is noted that there is an overall underspend of \$3.130m of which it is proposed to carry forward capital expenditure of \$2.729m across 30 projects. Commentary for the variances in each of the Asset Categories within the overall Capital Expenditure Program is included in **Attachment 1**.

The overall net favourable variance on the 2019-20 Capital Works Expenditure Program is \$401k and therefore the proposed carry forward expenditure requests can be accommodated without a negative impact on Council's financial position.

It is also noted that once the proposed capital grant income carry forward of \$367k is taking into account, being also slightly ahead of budget, this results in an overall favourable capital result of \$415k as shown in the table above.

To provide context in relation to capital carry forwards it is noted that each year, Council has a number of projects or initiatives that for a number of reasons are not finalised by the end of the financial year. Reasons for this may include:

- Where a rolling budget has been allocated to allow Council staff to seek funding to undertake ie the Amy Gillet Bikeway
- where Council resolves to defer a project
- Lengthy tender processes and/or contract negotiations
- Delays due to inclement weather
- Projects split over 2 or more years where an estimate has been made as to how much is spent in each financial year, or
- Delays as a result of community consultation.

All carry forward requests have been reviewed by Council Officers to ensure funding is available.

The proposed Capital Carry Forward list from 2019-20 by project has been attached for Council Members' consideration as **Attachment 2** to this report with a listing of the single Capital Income Carry Forward item as **Attachment 3**.

As a result of a separate Council report also being dealt with in this meeting agenda referencing the Gumeracha Court Resurfacing Project, the approval for that carry forward of \$50k has already been addressed in that report to allow appropriate consideration of that project's total funding requirements. As such, the proposed Council resolution in this report references the balance of \$2.679m carry forward, notwithstanding that the tables above reference the full amount of \$2.729m to enable the overall capital result to be appropriately considered.

Summary

As highlighted in Council's overall preliminary result, the favourable capital result has largely covered the unfavourable preliminary operating result presented, noting that there is still some year-end adjustments required to the amounts presented.

2020-21 Additional Budget Request

In addition, there is a budget request to allow Council to expend funds received from the Australian Trade and Investment Commission in August 2020 under the Regional Tourism Bushfire Recovery (RTBR) Grants Scheme in accordance with the grant agreement as a contribution to Pome Fest 2020. The specific comments for the proposed 2020-21 Additional Budget Request has been attached for Elected Council Members' consideration as **Attachment 4** to this report.

Updated 2020-21 Budget

As the proposed carry forwards will be undertaken in the 2020-21 financial year, the Uniform Presentation of Finances Statement for the year ending 30 June 2021 has been updated to reflect:

- 2020-21 budget changes previously endorsed by Council
- the proposed 2019-20 carry forward changes for both Operating and Capital listed in this report
- the proposed 2020-21 Additional Budget Request listed in this report
- the capital budget changes proposed in the Gumeracha Court Resurfacing Project Council Report to be presented to this Council Meeting on 25 August 2020, and
- the capital budget changes proposed in the Heathfield Change Room and Cricket Nets Project Council Report to be presented to this Council Meeting on 25 August 2020

It is noted that under accounting standards, there are some grants received for renewal capital expenditure and the Local Roads and Community Infrastructure Program that are required to be treated as Operating Grants, albeit that the expenditure relates to capital and has been categorised as such. This has been reflected in the revised Uniform Presentation of Finances statement is shown as **Attachment 5** to this report together with a separate listing providing a reconciliation of the 2020-21 Budget changes already approved or proposed as part of this report as **Attachment 6**.

4. OPTIONS

Council has the following options:

- I. To resolve that the report be received and approve the 2019-20 Expenditure and Income Carry Forwards and the 2020-21 Additional Budget Request that have a financial impact on the 2020-21 Adopted Budget; or
- II. To defer this report in order for further information to be provided.

The recommended option will ensure that the budget for incomplete projects is available to complete these projects in 2020-21.

As the carry forward projects' budgets were approved in 2019-20, the majority of these projects already have contractual commitments entered into prior to 30 June and/or expenditure incurred subsequent to 30 June.

5. APPENDICES

- (1) 2019-20 Capital Works Summary
- (2) 2019-20 Capital Expenditure Carry Forwards
- (3) 2019-20 Capital Income Carry Forwards
- (4) 2020-21 Additional Budget Request
- (5) 2020-21 Proposed Budgeted Uniform Presentation of Finances
- (6) 2020-21 Budget Adjustments subsequent to Original Budget Adoption

Appendix 1

2019-20 Capital Works Summary

**ADELAIDE HILLS COUNCIL
2019-20 CAPITAL WORKS SUMMARY**

Asset Category	2019-20 Actuals \$'000s	2019-20 Budget \$'000s	Variance to Budget \$'000s	Proposed Carry Forwards \$'000s	Adjusted Variance \$'000s	Comment for Adjusted Variance balance
Bridges	170	205	35	-	35	Savings achieved on the Whitehead Rd Mylor Bridge Renewal Program.
Buildings	1,067	1,891	824	809	15	Minor savings across the program.
CWMS	290	581	291	306	(15)	Unforeseen costs associated with relocating SAPN infrastructure at the Church St pumping station.
Fleet	1,775	1,743	(32)		(32)	Favourable fleet proceeds of \$63k offset this expenditure variance
Footpaths	956	1,086	130	94	36	Minor savings across both the New Footpath Program (14 sites) and the Footpath Renewal Program (4 sites).
ICT	207	426	219	180	39	Minor savings across program and additional accrual of \$22k identified to be adjusted as part of year end close.
Kerbing	272	280	8		8	Minor savings across the program.
Library	37	44	7	6	1	In line with Budget.
Project Management	1,284	1,284	-		-	In line with Budget.
Plant & Equipment	28	28				In line with Budget.
Other	1,027	1,359	331	256	75	A number of projects were deferred to 200-21 with adequate funds budgeted in that year.
Sealed Road Pavement	1,351	1,922	571	529	42	Minor savings across the program.
Sealed Roads - Seal	1,216	1,228	12		12	Minor savings across the program.
Shoulders	428	400	(28)		(28)	Additional works required at Murdoch Hill Rd, Woodside.
Sport & Rec	873	1,084	211	50	161	Due to competing priorities in this category, 2 irrigation projects have been deferred to 2020-21 with adequate funds budgeted in this year to achieve agreed outcomes.
Stormwater	717	1,113	396	365	32	Savings associated with works at Woodside Rec Ground, Inglewood and Birdwood projects.
Unsealed	1,198	1,353	155	134	21	Minor savings across the program.
Total	12,897	16,026	3,130	2,729	401	
PLEC	487	500				
Total including PLEC	13,384	16,526	3,130	2,729	401	

Appendix 2

2019-20 Capital Expenditure Carry Forwards

**ADELAIDE HILLS COUNCIL
CAPITAL WORKS PROGRAM
PROPOSED 2019-20 CARRY FORWARDS**

Project Number and Description		Proposed Carry Forward	Asset Category	Comments
3107	Toilets Demolition: Various: Buildings	\$ 39,500	Buildings	\$30k to be retained for Public Toilet Audit project that was unable to be completed due to resource reallocation following CCBF and CV19 impacts, \$4,500 to be retained for completion of Crafers Hall public toilet renewal.
3660	Bradbury Hall-External Stone Walls and Drainage	\$ 2,000	Buildings	Project near completion.
3661	Bradbury Hall-Gutter renewal	\$ 2,500	Buildings	Project near completion.
3670	Stirling East Hall-Roof Replacement	\$ 133,200	Buildings	Scope commenced, project to be delivered in 20/21. Progression impacted by CV19
3741	AHBTC-Activation of Arts And Heritage Hub	\$ 199,400	Buildings	Scope commenced, staged project to be delivered in 2020/21 with further works in 2021/22.
3742	AHBTC-Capital Divestment	\$ 138,000	Buildings	Ongoing project with scoping and investigations commenced, project to be progressed in 20/21, progression impacted by CV19
3803	Carbon Neutral Plan actions	\$ 41,400	Buildings	This budget line is to improve energy efficiency across Council buildings. In a recent audit the inefficient air-conditioners at the Gumeracha Library have been identified as requiring replacement. Tender documents have been prepared and this project will go to tender shortly.
3805	Heathfield Resource Recovery Centre Infrastructure	\$ 18,750	Buildings	Project was delayed due to delivery of supplies from overseas.
3806	Montacute Hall Remediation Works	\$ 25,000	Buildings	Project was unable to be progressed due to resource reallocation following CCBF and COVID-19
3807	Solar Panel Installations	\$ 185,000	Buildings	\$53,340 is on order and this is for the installation of solar PV panels at the Woodside Office, Gumeracha Depot, Lobethal Centennial Hall and Senior Citizens Club, Lobethal. These are currently being installed. We have undertaken further technical solar investigations into the Nairne Road Office, Stirling Library and Office and Birdwood CWMS to enable the installation of further solar PV panels. Based on the outcomes of these investigations these will be installed this financial year.
3808	Stonehenge - Toilet	\$ 9,500	Buildings	Project has commenced however completion was delayed. Internal works completed with final completion now due by September 2020.
3809	Summertown Bore and Shed	\$ 15,000	Buildings	Project was unable to be progressed due to resource reallocation following CCBF and CV19
3815	Woodside Gravity Main	\$ 306,000	CWMS	Works on the Woodside Gravity Main (CWMS renewal) Project commenced in June 2020, with works progressing into the 2020/21 financial year. A carry forward of unspent funds is required to meet Council's commitments to the project, which is due for completion in September 2020.
3743	Key Walking Trails & Cycling	\$ 94,420	Footpaths	This money is being used to fund the trails audit project that is still in progress. Data gathered from the audit will be used to inform our new strategy, & service levels.
3634	Cemetery Management System	\$ 25,400	ICT	Delays due to COVID - Tendering for solution completed with Contracts now signed with service provider. Work has now commenced with the extraction of data from Councils systems into an online Cemetery Management System.

Project Number and Description		Proposed Carry Forward	Asset Category	Comments
3737	Internet of Things (IoT)	\$ 9,700	ICT	Delays due to COVID - Construction of an IoT network has however commenced and costs committed that will provide opportunities for Council and the AHC Community to access IoT Sensor Technologies for data collection.
3866	General ICT Renewals	\$ 145,000	ICT	Delays due to COVID – Carry forward of funds required for the progression of the records system configuration & digitisation of information to a SharePoint platform including data migration.
3872	Minor Plant - Library	\$ 5,650	Library	Advent of COVID-19 affected purchase of replacement chairs and minor fittings for public areas. It is intended to replace chairs etc as planned, ensuring that materials used can be effectively sanitised as future protection against any resurgence of COVID-19 or similar virus.
3626	Extension of Stirling Cemetery Yr 1	\$ 16,352	Other	Retained for consideration of options to extend the facilities at the Stirling Cemetery without the removal of vegetation
3750	Promotional roadside signage (regional)	\$ 20,950	Other	This project was impacted by the Cudlee Creek Bushfire and COVID-19 as new signage initiatives were placed on hold in order to be respectful to our community and consider the recovery and rebuild requirements going forward.
3843	Gumeracha Stage 2 Residents Win	\$ 190,800	Other	This project represents the streetscape upgrade as part of the Gumeracha main street project. Works commenced in 2019/20 with the creation of a mural on the retaining wall in front of the Soldiers Memorial Hospital, however further works are on hold awaiting progress of power line undergrounding, which needs to be substantially progressed before further streetscape works can start.
3848	PLEC Contributions Gumeracha	\$ 10,000	Other	Works on the Gumeracha PLEC (undergrounding of power lines) commenced in June 2020, and Council's contribution to SPAN has been paid. However a carry forward of the balance of funds is required for minor ancillary works, such as vegetation removal and construction of a pad footing for a transformer.
3874	Expansion of Kersbrook Cemetery	\$ 18,000	Other	Works on the Kersbrook Cemetery Expansion Project commenced in May 2020, with works progressing into the 2020/21 financial year. A carry forward of unspent funds is required to meet Council's commitments to the project, which is due for completion in August 2020.
3849	Blackspot Contributions	\$ 528,500	Roads - Pavements	Works on the Paracombe Rd Blackspot Project commenced in June 2020, with works progressing into the 2020/21 financial year. A carry forward of unspent funds is required to meet Council's commitments to the project, which is due for completion in August 2020.

Project Number and Description		Proposed Carry Forward	Asset Category	Comments
3875	West St Mylor Construction	\$ 134,300	Roads - Unsealed	At the 25 February 2020 Council Meeting, Council resolved to fund the construction of West St Mylor, with the condition that works are not to commence until Infrastructure Agreements had been executed with affected land owners. Accordingly, a budget allocation of \$162,000 was made in the 2019/20 FY, however there was a delay with some affected land owners' Infrastructure Agreements. This prevented works from commencing until very late in June 2020. Works were in progress at 30 June 2020 and at the time of writing are progressing well. A carry forward of the outstanding funds is proposed, to enable Council to pay the final progress claims of the contractor.
3857	Federation Park Masterplan Implementation	\$ 50,000	Sports & Recreation	The court resurfacing project is one of the actions from the Federation Park Masterplan, & Council has just recently signed a funding agreement with the Federal Government to deliver a portion of that project. It is proposed that this funding be used in conjunction with grant funding to deliver the resurfacing project.
3612	Junction Rd Balhannah - Stormwater Upgrade	\$ 137,300	Stormwater	Works on the Junction Rd, Balhannah, stormwater upgrade project commenced in June 2020, with works progressing into the 2020/21 financial year. A carry forward of unspent funds is required to meet Council's commitments to the project, which is due for completion in August 2020.
3611	Gumeracha - Stormwater Master Plan	\$ 191,300	Stormwater	Works to implement the Gumeracha Stormwater Master Plan did not commence in the 2019/20 FY as the PLEC project must be substantially commenced first. Council is currently out to tender for these works, and with a planned start date of September 2020, a carry forward of funds is required to allow this project to progress.
3619	Stormwater Master Planning Aldgate	\$ 23,000	Stormwater	Data collection by way of both field and aerial survey was undertaken in 2019/20 FY, with the balance of funds required for modelling in 2020/21 FY. An opportunity exists to extend this project to include Bridgewater, Crafers and Stirling, and attract state funding via the Stormwater Management Authority. This will be the subject of a future budget review.
3734	Kiln Ct Woodforde - Stormwater	\$ 13,000	Stormwater	The main works associated with the Kiln Ct stormwater project were completed in April 2020, however a minor component of the works was to be undertaken within a stormwater easement on private property. The land owner asked if these works could be placed on hold, to allow them to undertake repairs to an adjacent retaining wall. Unfortunately they were unable to secure a contractor for these works in the 2019/20 FY. Accordingly a carry forward has been requested for the balance of funds, to allow the land owner time to complete their works and for Council to then finish the works in the easement.
Proposed Capital Expenditure Carry Forward Total		2,728,922		

Split

Renewals

New

514,650

2,214,272

Appendix 3

2019-20 Capital Income Carry Forwards

**ADELAIDE HILLS COUNCIL
CAPITAL WORKS PROGRAM
PROPOSED 2019-20 CAPITAL INCOME CARRY FORWARDS**

Related Project Number & Description	Proposed Carry Forward
Funding for Paracombe Rd Blackspot Project which commenced in June 2020, with works progressing into the 2020-21 financial year. Blackspot contribution to be received once project is completed	367,000
Proposed Capital Income Carry Forward Total	367,000

Appendix 4

2020-21 Additional Budget Request

**ADELAIDE HILLS COUNCIL
2019-20 ADDITIONAL BUDGET REQUEST**

Description	Budget Request	Comment
Contribution to the Pome Fest 2020 Project	30,000	<p>A grant of \$30k was provided to Adelaide Hills Council from the Australian Trade and Investment Commission in August 2020 under the Regional Tourism Bushfire Recovery (RTBR) Grants Scheme. Adelaide Hills Council as the grantee is required to use the money received for the Pome Fest 2020 project - celebrating the Adelaide Hills apple and pear industry to create a "Omni present Event" using a mixture of virtual and face to face activities compliant with the level of restrictions to build the Pome Fest profile to maintain momentum and interest in the region and its experiences and to keep the region front of mind for when visitors return.</p> <p>As such a 20-21 budget is required for Council to expend the funding received in accordance with the grant agreement</p>
Operating Grant	30,000	To include the associated Operating Grant income budget for the above Project
2020-21 Additional Budget Request Net impact	Nil	

Appendix 5

*2020-21 Proposed Budgeted Uniform Presentation of
Finances*

Adelaide Hills Council

**BUDGETED UNIFORM PRESENTATION OF FINANCES
2020-21 Proposed Budget**

2019-20 Budget		2020-21 Original Budget	Total Budget Movement since Adoption	2020-21 Revised Budget
\$'000		\$'000	\$'000	\$'000
INCOME				
38,675	Rates	40,181	-	40,181
1,143	Statutory charges	1,173	-	1,173
621	User charges	712	-	712
6,695	Grants, subsidies and contributions	4,768	1,031	5,799
42	Investment income	27	-	27
212	Reimbursements	232	-	232
512	Other income	249	-	249
100	Net gain - equity accounted Council businesses	100	-	100
48,000	Total Income	47,442	1,031	48,474
EXPENSES				
17,342	Employee costs	18,067	-	18,067
21,122	Materials, contracts & other expenses	19,512	94	19,606
8,945	Depreciation, amortisation & impairment	9,237	-	9,237
604	Finance costs	736	-	736
-	Net loss - equity accounted Council businesses	-	-	-
48,013	Total Expenses	47,551	94	47,645
	(13) NET BUDGETED SURPLUS / (DEFICIT) BEFORE CAPITAL AMOUNTS	(109)	938	829
Net Outlays on Existing Assets				
(10,401)	Capital Expenditure on Renewal and Replacement of Existing Assets	(9,212)	(1,525)	(10,737)
648	Proceeds from Sale of Replaced Assets	646	-	646
8,945	Depreciation	9,237	-	9,237
(808)	NET OUTLAYS ON EXISTING ASSETS	671	(1,525)	(854)
Net Outlays on new and Upgraded Assets				
(6,125)	Capital Expenditure on New and Upgraded Assets & Remediation costs	(4,953)	(5,579)	(10,532)
959	Capital Grants and Monetary Contributions for New and Upgraded Assets	232	2,509	2,741
1,592	Proceeds from Sale of Surplus Assets	64	1,422	1,486
(3,574)	NET OUTLAYS ON NEW AND UPGRADED ASSETS	(4,657)	(1,647)	(6,304)
(4,395)	Net Lending/ (Borrowing) Result for Financial Year	(4,095)	(2,234)	(6,329)
(15,388)	Net Financial Liabilities at Beginning of Year	(19,883)	-	(19,883)
-	- Decrease / (increase) in Other	-	-	-
(100)	Non Cash Equity Movement	(100)	-	(100)
(19,883)	Net Financial Liabilities at End of Year	(24,078)	(2,234)	(26,313)

In a year, the financing transactions identified below are associated with either applying surplus funds stemming from a net lending result or accommodating the funding requirement stemming from a net borrowing result.

Financing Transactions

3,000	New Borrowings	10,000	2,600	12,600
-	- Community Loans repaid to us	-	-	-
-	- Increase/(Decrease) in Short Term Draw Down	70	-	70
1,757	(Increase)/Decrease in Cash & Investments	168	(166)	2
(62)	Principal Repayments on Borrowings	(5,263)	-	(5,263)
(200)	Reinstatement/Restoration Provision Payment	(780)	580	(200)
-	- Debenture Payment	-	(780)	(780)
(100)	Non Cash Equity Movement	(100)	-	(100)
4,395		4,095	2,234	6,329

It should be noted that the figures in these appendices have been rounded and consequently individual sub-totals, whilst being correct, may differ slightly from the sum of the rounded amounts.

Appendix 6

*2020-21 Budget Adjustments subsequent to Original
Budget Adoption*

ADELAIDE HILLS COUNCIL

2020-21 BUDGET ADJUSTMENTS SUBSEQUENT TO BUDGET ADOPTION

Description	Operating Income	Operating Expenses	Net Operating Result	Capital Expenditure	Capital Income
Original Budget CR124/20 Part 1.2	47,442	47,551	(109)	14,165	942
BR3 Carry Forwards CR124/20 Part 1.13				1,454	1,774
Community Strength and Resilience Initiatives Replacement and Upgrade of play space at Lobethal Bushland Park CR 124/20 Part 3				300	150
Local Roads and Community Infrastructure Program Projects Council Meeting 23 June 2020 CR106/20 Part 3	781		781	781	
Federal Black Spot Program Funding Deed Kersbrook, Mylor, Ironbank & Forreston Council Meeting 28 July 2020 CR140/20 Part 4				369	551
Road Widening Netherhill Road Kenton Valley Council Meeting 28 July 2020 CR 149/20 Part 6				10	
Gumeracha Court Resurfacing Project Council Meeting 25 August 2020 CR To be advised	220		220	420	
Heathfield Oval Change Room & Cricket Net Project Project Council Meeting 25 August 2020 CR To be advised (Sport Australia component)				524	524
Heathfield Oval Change Room & Cricket Net Project Project Council Meeting 25 August 2020 CR To be advised (Office of Recreation, Sport & Racing component)				565	565
2019-20 Carry Forwards from Council Meeting 25 August 2020 CR To be advised Part 3		64	(64)		
2019-20 Carry Forwards from Council Meeting 25 August 2020 CR To be advised Part 4				2,679	367
2019-20 Additional Budget Request from Council Meeting 25 August 2020 CR To be advised Part 5	30	30	0		
Sub total Budget Adjustments to 25 August 2020 Council Meeting	1,031	94	938	7,103	3,931
AHC Revised Budget as at 25 August 2020	48,473	47,645	829	21,268	4,873

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.6

Responsible Officer: Steven Watson
Acting Executive Manager Governance & Performance
Office of the Chief Executive

Subject: *Local Government (Elections) Act 1999* Review Submission

For: Decision

SUMMARY

In 2019, the Minister for Local Government initiated a local government reform process across four Reform Areas, as follows:

- Strong council member capacity and better conduct
- Lower costs and enhanced financial accountability
- Efficient and transparent local government representation
- Simpler regulation

The *Reforming Local Government in South Australia Discussion Paper* was released for public comment in August 2019 and Council lodged a submission with both the Office of Local Government (OLG) and the Local Government Association (LGA). Members of the Administration also participated in a number of feedback and advocacy sessions on the reform process.

On 17 June 2020, the Minister introduced the *Statutes Amendment (Local Government Review) Bill 2020* (the Bill) into the House of Assembly. The Bill sets out changes to the *Local Government Act 1999* (these were considered at Council's 28 July 2020 meeting), the *Local Government (Elections) Act 1999* (which is the subject of this report) and the *City of Adelaide Act 1998* (which does not apply to the Adelaide Hills Council).

The Office of Local Government subsequently released a marked-up copy of the *Local Government (Elections) Act 1999*, which is a helpful tool in understanding the proposed changes to local government election arrangements. The marked-up copy is available at www.dit.sa.gov.au/local_govt/local_government_reform

Some of the proposed changes in the Bill are technical in nature, fix errors or are related to the way in which the Electoral Commissioner performs her/his duties. The LGA is seeking submissions from member councils to inform its advocacy position. The attached Review Submission (**Appendix 1**) has been drafted on the basis of feedback received from Council Members and Officers.

RECOMMENDATION

Council resolves:

1. That the report be received and noted
 2. To lodge its *Local Government (Elections) Act 2020 – Review Submission at Appendix 1 to:*
 - a. Minister for Local Government
 - b. Opposition Spokesman for Local Government
 - c. Local Members of Parliament
 - d. Office of Local Government
 - e. Local Government Association
 3. To delegate to the Chief Executive Officer the authority to make any minor changes to the Review Submission to reflect matters raised in the debate on the Local Government (Elections) Act Review Submission report.
-

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal 5 A Progressive Organisation

Objective O4 We actively represent our community

Priority O4.3 Advocate to, and exert influence with, our stakeholders on behalf of our community to promote the needs and ambitions of the region

Objective O5 We are accountable, informed, and make decisions in the best interests of the whole community

Priority O5.1 Enhance governance structures and systems to prudently adapt to changing circumstances and meet our legislative obligations

The matters addressed in the Submission have the potential to improve the legislative framework applying to the local government sector.

➤ Legal Implications

During 2018, two key 'reform'-orientated bills were introduced into Parliament being the *Local Government (Rate Oversight) Amendment Bill 2018* and the *Local Government (Ratepayer Protection and Related Measures) Amendment Bill 2018*. It appears unlikely that either Bill will gain the support of both houses and, as such, will most likely not progress.

In 2019 the Minister for Local Government indicated an intention to introduce a new 'reform' Bill into the House of Assembly in the then New Year (2020) developed on four key Reform Areas, as follows:

- Strong council member capacity and better conduct
- Efficient and transparent local government representation
- Lower costs and enhanced financial accountability, and
- Simpler regulation

On 17 June 2020, the Minister introduced the *Statutes Amendment (Local Government Review) Bill 2020* (the Bill) into the House of Assembly. The Bill seeks to amend provisions of the *Local Government Act 1999*.

As it is still a Bill, the proposed reforms do not have any current binding legal status and it must progress through the parliamentary process (including amendments) and ultimately receive support from both the House of Assembly and the Legislative Council prior to receiving assent and coming into force on a commencement date. As such, the final provisions may not be known for many months.

Additionally the Government subsequently released a marked-up copy of the Local Government (Elections) Act, which is a helpful tool in understanding the proposed changes to local government election arrangements.

Some of the proposed changes to the Elections Bill are technical in nature, fix errors or are related to the way in which the Electoral Commissioner performs her/his duties.

➤ **Risk Management Implications**

Providing considered and responsible feedback into the reform process will assist in mitigating the risk of:

Poor governance practices occur which lead to a loss of stakeholder (i.e. customer and regulator) confidence and/or legislative breaches.

Inherent Risk	Residual Risk	Target Risk
Extreme (5C)	Medium (3D)	Medium (3D)

Note that there are many other controls that assist in mitigating this risk.

➤ **Financial and Resource Implications**

There are no direct financial implications arising from this report but many of the draft provisions in the Bill have the potential for an increase in resourcing required to achieve legislative compliance particularly in the governance and finance portfolios.

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

It is reasonable to assume that the community could expect Council to provide feedback that promotes open, responsive and accountable government.

➤ **Sustainability Implications**

Not directly applicable.

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

Consultation on the development of this report was as follows:

- Council Committees:* The Local Government Reform agenda and particularly the potential implications for audit committees have been discussed briefly at a number of 2020 Audit Committee meetings.
- Council Members:* Members were invited to provide input to the Submission.
- Council Workshops:* Council Members were presented with the opportunity to provide feedback via email and the items was presented at 18 August 2020 workshop.
- Advisory Groups:* Not Applicable.
- Administration:* Members of Council’s management team (with functional responsibility for matters covered in the Review Submission) have been consulted and provided input.
- External Agencies:* The Local Government Association, and Norman Waterhouse Lawyers have produced advisory information that was considered in the preparation of the report.
- Community:* Not Applicable

2. BACKGROUND

As set out in the Legal Implications section above, local government reform has been gaining momentum for over three years.

In early 2019 the LGA, via circular, requested all councils to make submissions to the LGA for incorporation into a revised advocacy document for discussion with Members of Parliament and the Office of Local Government.

As a starting point the LGA produced a *Local Government Reform Discussion Paper – March 2019*. The Discussion Paper set out the LGA’s preliminary comments in relation to the reform themes, which was largely a rehash of previous submissions put to the LGA by member councils. At its 23 April 2019 meeting, Council resolved (66/19) to lodge a submission.

In addition to the LGA’s efforts, the Minister announced other mechanisms to generate input to the reform process. To this end, a ‘yourSAy’ public consultation site was established seeking community feedback on the theme areas.

In April 2019, the Office of Local Government (OLG) established Local Government Reform Working Groups on each of the four reform areas with representatives from relevant stakeholder groups (e.g. OLG, LGA, Auditor-General’s Office, Governance and Policy Officers Network (GPON), Local Government Rate Administrators Group, Financial Managers’ Group). Council’s Executive Manager Governance & Performance, Lachlan Miller, was elected as the GPON representative on the ‘Efficient and transparent local government representation’ Working Group.

In August 2019, as a result of the submissions received in the first round of consultation, the Minister for Local Government released the *Reforming Local Government in South Australia Discussion Paper* (Discussion Paper). The Discussion Paper is not attached to this report but is still available from the DPTI website in addition to summaries of the feedback received, https://www.dpti.sa.gov.au/local_govt/local_government_reform.

As with the previous round of consultation, the ‘yourSAy’ public consultation site was refreshed to seek community feedback on the theme areas.

The Minister advised that the then current South Australian Productivity Commission’s Local Government Inquiry would also inform his views as to reform areas for the foreshadowed Bill. The final report from the Inquiry was delivered to the Premier on 22 November 2019 and is also available on the aforementioned DPTI website.

In late August 2019, the LGA provided preliminary comments against each reform proposals for councils to consider in framing their own submissions. Council develop its submission against the form areas in the Discussion Paper and resolved, at its 22 October 2019 meeting, as follows:

Moved Cr Mark Osterstock
S/- Cr Chris Grant

263/19

Council resolves:

- 1. That the report be received and noted.**
- 2. To lodge its Local Government Reform Submission at Appendix 1 to the Office of Local Government.**
- 3. To delegate to the Chief Executive Officer the authority to make any minor changes to the Submission to reflect matters raised in the debate on the Local Government Reform Submission report.**

Carried Unanimously

Due to the COVID-19 pandemic and the need for the Minister to rush through legislation to enable councils to continue to operate within the prevailing social distancing constraints, the original timeframe for the Reform Bill of early 2020 was not achieved.

On 17 June 2020, the Minister introduced the *Statutes Amendment (Local Government Review) Bill 2020* (the Bill) into the House of Assembly. The Bill sets out changes to the *Local Government Act 1999* (these were considered at Council’s 28 July 2020 meeting), the *Local Government (Elections) Act 1999* (which is the subject of this report) and the *City of Adelaide Act 1998* (which does not apply to the Adelaide Hills Council).

The Office of Government subsequently released a marked-up copy of the *Local Government (Elections) Act 1999*, which is a helpful tool in understanding the proposed changes to local government election arrangements.

Some of the proposed changes in the Bill are technical in nature, fix errors or are related to the way in which the Electoral Commissioner performs her/his duties.

3. ANALYSIS

The Bill, if it is fully or largely enacted in its current form, will represent the most significant change to local government legislation since the commencement of the current Act.

Many of the proposals contained in the Discussion Paper have been incorporated into the Bill. The key provisions of the Bill along with Council's proposed submission as it relates to the *Local Government (Elections) Act 1999* are at **Appendix 1**.

The Submission aims to capture the diversity of perspectives of the Council Members and Officers in relation to the Review themes rather than always attempting to articulate a singular position on an issue. This diversity of perspective is likely a subset of the broader diversity within the local government sector.

In general, the provisions of the Bill relating to elections matters appear as sensible improvements that will address some of the limitations that have become apparent in the current Act.

The above issues are discussed in some detail in the Submission at **Appendix 1**.

A number of key proposals have been included in the Bill, such as:

- Supplementary elections
- Filling vacancy in certain circumstances
- Failure of an election in certain cases
- Voters roll
- Entitlement to stand for election
- Publication of candidate statements
- Publication etc. of valid nominations
- Publication of electoral material
- Publication of misleading material
- Special arrangements for the issue of voting papers
- Assisted voting
- Issue of fresh postal voting papers
- Filling vacancy if candidate dies
- Violence, intimidation, bribery etc.
- Electoral Commissioner may lodge petition
- Principles to be observed by a council
- Returns for candidates
- Returning officer/CEO roles
- Conduct of a Council during election period
- Regulations

It is anticipated that the Bill, will be subject to many amendments as members of both houses represent the views of various advocacy groups. On this basis, it is unlikely that any provisions from the resultant assented Bill (if that occurs) would come into effect before 1 July 2021 at the earliest. The next Local Government periodic (or general) election is scheduled for late 2022.

4. OPTIONS

Council has the following options:

- I. To resolve to lodge the Review Submission at **Appendix 1**, with or without minor amendment (Recommended)
- II. To determine that more significant changes are required to the Submission. Such a decision however will require a delegation to the Mayor or CEO to finalise and lodge the Submission. (Not Recommended)

5. APPENDIX

- (1) *Local Government (Elections) Act 1999 Review Submission*

Appendix 1

Local Government (Elections) Act 1999

Review Submission

Which section of LG (Elections) Act does it amend?	What does it do?	LGA comments	AHC Submission
<p>6</p> <p>Supplementary elections</p>	<p>Subsection (2)(a) – no supplementary election required within 12 months of a periodic election.</p> <p>Subsection (2)(b)(iii) – this change reduces the number of supplementary elections that may be held if a policy of the council so provides, whilst at the same time ensuring adequate representation.</p> <p>Subsection (2)(c) – this also reduces the need for a supplementary election 12 months after a periodic election.</p>	<p>These changes are consistent with the LGA’s previous local government reform submission.</p>	<p>Supported</p> <p>ss(2)(a) – support</p> <p>Supported with qualifications</p> <p>ss(2)(b)(iii) – consideration should be given to where council is divided into wards and a ward contains five or more members</p> <p>Supported with qualifications</p> <p>ss(2)(c) – the 12 month timeframe should be removed to allowing filling a vacancy under proposed s6A at any time in the term up to the ss6(2)(a) 12 month prior to the next election clause.</p>
<p>6A</p> <p>Filling vacancy in certain circumstances</p>	<p>If a casual vacancy has occurred in the circumstances set out in section 6 (see above), the position will be filled by a countback method, from the previous election. The method will be set out in Regulations</p>	<p>These changes are consistent with the LGA’s previous local government reform submission. How well the scheme works in practice will depend on the content of the Regulations, which ought not be made without consultation with councils via the LGA.</p>	<p>Supported with qualifications</p> <p>ss6A(c)(ii) should not go beyond the penultimate candidate.</p>
<p>7</p> <p>Failure of election in certain cases</p>	<p>This clause captures instances where a nominated candidate becomes ineligible to be a candidate for election as a member of a council between the close of nominations and polling day. As with</p>	<p>This sensible technical change clarifies what happens when it is discovered that a candidate is ineligible to run.</p>	<p>Not Supported</p> <p>If there are other candidates for the election, the election should continue and the deceased or ineligible</p>

Which section of LG (Elections) Act does it amend?	What does it do?	LGA comments	AHC Submission
	when a candidate dies, the election will be deemed to have 'failed'.		candidate's votes should be distributed in accordance with preferences.
15 Voters Roll	<p>Amended subsection 15(15) which allows a copy of the voters roll to be provided to candidates in electronic form.</p> <p>New subsection 15(20) introduces a penalty for people who use a copy of the roll "for a purpose other than the distribution of matter calculated to affect the result of a local government election or a purpose related to the holding of such an election". The proposed maximum penalty is \$10,000.</p>	<p>These changes are consistent with the LGA's previous local government reform submission.</p>	<p>Supported</p> <p>ss(15) – supported</p> <p>Supported</p> <p>ss(20) - supported</p>
17 Entitlement to stand for election	<p>Subsection (1) changes the terminology of a corporate body or group's representative from 'designated person' to 'nominee'.</p> <p>New subsection (2) limits the then number of persons that a body corporate or group can nominate for an election to one person (regardless of the number of rateable properties the body owns)</p>		<p>Supported</p> <p>ss(1) – supported</p> <p>Not Supported</p> <p>ss(2) – not supported as elected candidates cannot be directed by a body corporate or groups in the conduct of their official role.</p>
19A	<p>The LGA (and councils) will no longer have responsibility for receiving candidate nominations and publishing</p>	<p>These welcome changes are consistent with the LGA's previous local</p>	<p>Supported</p>

Which section of LG (Elections) Act does it amend?	What does it do?	LGA comments	AHC Submission
Publication of candidate statements	candidate statements. The Electoral Commissioner will assume this role.	government reform submission.	
21 Publication etc. of valid nominations	The Bill deletes the existing requirement for the Returning Officer to cause the display of nominations on a council notice board, as soon as these are received. Instead, these will be provided to the council and published on the Internet after the close of nominations.	This change will reduce red tape and remove the opportunity for candidates to nominate in areas where they know that no-one else is running. This will remove the current incentive for candidates to leave their nomination until the last minute.	Supported This reinforces that the responsibility for the conduct of the election rests with ECSA and not the council.
27 Publication of electoral material.	Subsection (1a) – provides that a name and address of the person publishing election material on the Internet need not be included in every document published if this information is readily available elsewhere on the Internet.	This change reflects the way that the Internet works. Advertisements (including paid-for election material) often take the form (for example) of sponsored posts inserted into other websites and Apps. These would not require the usual authorisation if the required information is readily available elsewhere on another web site. This change should also alleviate the frustration of many candidates, posting to Twitter and Facebook (these posts are election material and must currently be individually authorised) and when candidates make comments on other people’s posts.	Supported This is a practical solution to the difficulties caused by an Act that was drafted pre-social media and has caused considerable frustration to social media discussion groups (i.e. such as resident’s associations)
28	A person (the relevant person) is not guilty of publishing misleading material		Supported This is a practical solution to the

Which section of LG (Elections) Act does it amend?	What does it do?	LGA comments	AHC Submission
Publication of misleading material	if another person posts the (misleading) material on the relevant person's social media site, unless the relevant person authorised the publication.		difficulties caused by an Act that was drafted pre-social media and caused has considerable frustration to social media discussion groups (i.e. such as resident's associations)
31 Special arrangements for the issue of voting papers	Provides the flexibility to issue voting papers in either printed or electronic form		Supported As the provisions of replacement papers in the days/hours prior to the close of voting can be problematic and potential result in eligible voters being unable to participate.
41A Assisted voting.	This section primarily enables Regulations to be made to put in place arrangements that will assist certain people to vote (e.g. people with a disability)	The content of the relevant Regulations will be important to ensure the security and effectiveness of these provisions.	Supported
43 Issue of fresh postal voting papers	Change in timeframe for an application for the issuing of fresh voting papers to 7 days before polling day. This is down from the ability to request in person up until the close of polling.		Not Supported As many circumstances arising for the need to seek fresh papers may not occur until after this timeframe.
55A Filling vacancy if successful candidate dies	In circumstances where a candidate dies, a countback process will be used to select from the other candidates. The precise process will be set out in the	How well the scheme works in practice will depend on the content of the Regulations which ought not be made without consultation with councils via	Supported with qualifications ss55A(2)(c)(ii) should not go beyond the penultimate candidate.

Which section of LG (Elections) Act does it amend?	What does it do?	LGA comments	AHC Submission
	Regulations.	the LGA.	
57 Violence, intimidation, bribery etc.	The definition of ‘bribe’ is limited so that food, drink and entertainment is only a bribe if it is over a ‘prescribed value’.	This change will add clarity and certainty. The LGA intends to have input into the decision about the appropriate ‘prescribed value’ and feedback is sought on this.	Supported
69A Electoral Commissioner may lodge petition	New provision to allow the Electoral Commissioner to lodge a petition with the Court of Disputed Returns if he/she considers appropriate to do so.		Supported
73 Principles to be observed by a council	Section 73 already sets out a range of illegal election practices’ (e.g. misleading election material, defamation). The additions to section 73 clarify that an election will only be declared void if the Court of Disputed Returns is satisfied that the illegal practice affected the result of the election.	These changes are consistent with the approach taken in State and Federal elections. Minor breaches of election rules are common. Whilst disputed elections are very rare in local government, substantial costs are incurred when elections need to be reheld. Election results should only be overturned if the breach would have affected the result.	Supported
80, 81A Returns for candidates	Changes proposed in s80 for candidates to be required to provide ‘Campaign Donations Return’ to the Returning Officer rather than the CEO of the council. Candidates will also be required to	The minimum value of a ‘large gift’ will be prescribed at a later date. It would be useful to consolidate all of the required ‘returns’ for candidates into one consolidated form. LGA advocacy on the Elections Regulations will reflect this	Supported s80 - support, this reinforces that the responsibility for the conduct of the election rests with ECSA and not the council.

Which section of LG (Elections) Act does it amend?	What does it do?	LGA comments	AHC Submission
	provide a 'Large Gifts Return'. This will include the value of each large gift and the name of the donor. If the donor is an unincorporated association of a foundation, the Return must include the names of the executive members of these bodies.	aim.	<p>Supported with qualifications</p> <p>S81 - in that all of the required 'returns' for candidates should be on one consolidated form</p>
<p>83, 84, 86, 87 & 89 Returning Officer/CEO Roles.</p>	<p>These changes clarify that the Returning Officer is ultimately responsible for a range of election functions (and not the council CEO).</p>	<p>Changes which remove council responsibility for these functions and bestow responsibility on the Electoral Commissioner or Returning Officer are consistent with the LGA's previous local government reform submission. Note that the Returning Officer will appoint council staff as 'Deputy Returning Officers'. The LGA has queried whether these amendments might have the effect of making a council employee – who may not be a senior officer – responsible for these functions instead.</p>	<p>Supported with qualifications</p> <p>As these provisions reinforce that the responsibility for the conduct of the election rests with ECSA and not the council. As such the Act should not allow that this responsibilities be delegated to 'Deputy Returning Officers' or any other officer employed by that council.</p>

Which section of LG (Elections) Act does it amend?	What does it do?	LGA comments	AHC Submission
91A Conduct of council during election period.	The section requires a Council's Caretaker Policy to include information about the making of 'designated decisions' and the use of council resources during the election period. Designated decisions include decisions on the remuneration or termination of a CEO and decisions with an impact exceeding 1% of council rates revenue.	Most Council Caretaker Policies already deal with these matters. The proposed amendments do not address a substantive issue faced by councils since the commencement of this Section, which is clarification that the use of council resources by elected members for the ordinary performance and discharge of their official functions and duties will not be a contravention of a Caretaker Policy. This is consistent with recommendations from the SA Ombudsman.	Supported
93 Regulations	The new Regulation-making power could bestow new powers and discretions on the Electoral Commissioner to make a range of decisions.	The LGA has sought clarity on what new powers are proposed for the Electoral Commissioner through Regulations. In particular, the Commissioner may have powers to direct councils and their staff, which would have resourcing implications for councils. A preferable approach will be for the Elections Regulations to specify and limit each new power, outline the Commissioner's decision-making criteria and ensure that the consent of the relevant council must be obtained if the exercise of the power will have a resourcing impact on a council.	Supported with qualifications As long as the powers do not enable the Electoral Commissioner to direct councils and their staff, which would have resourcing implications for councils

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item:	12.7
Responsible Officer:	Deryn Atkinson Manager Development Services Development & Regulatory Services
Subject:	Replacement Land Management Agreement – 3 & 5 Pomona Road Stirling
For:	Decision

SUMMARY

There are two different *Land Management Agreements* (LMAs) in place for 3 and 5 Pomona Road, Stirling for the conservation, preservation and landscaping of the land. The original *Land Management Agreement* from 2008 is still registered on the certificate of title relating to 3 Pomona Road along with a *Variation to the Land Management Agreement*. Further, there is a newer *Land Management Agreement* registered on the certificate of title relating to 5 Pomona Road.

On 22 August 2019 the State Commission Assessment Panel granted Development Plan Consent to Nielsen Architects, as the architect for Aldi Foods Pty Ltd, for a supermarket, associated earthworks and retaining walls, removal of one regulated tree and associated car park and landscaping. This is the third development to receive Development Plan Consent since 2004 for the two parcels of land in question.

At the time of Development Plan Consent for the supermarket development, it was recognised that the landscape plan for the development was contrary to the earlier replacement planting and landscape plans contained in the aforementioned LMAs for 3 Pomona Road, and that this would be a matter that needed to be rectified with the new landowners should the development and land sale proceed. Both parcels of land are now owned by Aldi Foods Pty Ltd.

Aldi Foods Pty Ltd has been in discussion with Council's Administration to review and replace the *Land Management Agreements* with the intent to establish one new agreement over the two parcels of land which is consistent with both the approved supermarket development and the separately approved stormwater culvert. Aldi Foods Pty Ltd is currently undertaking the construction of both developments and it has been recognised that part of the previously intended landscaping will be impractical due to the proximity to the proposed building, the extent of the earthworks and the proximity of tree planting to existing trees. A revised landscaping plan is proposed as part of the replacement *Land Management Agreement* which will have well landscaped areas blend in with development of the site, and semi-mature tree planting is offered as part of the proposal.

There is conflicting documentation in the existing LMAs and it is therefore recommended that this complex circumstance be resolved by Council entering a *new Land Management Agreement* as a reasonable and practical means to the final development of this significant site on Pomona Road in

Stirling. The Administration is therefore recommending that the two existing LMAs be rescinded and a new LMA be entered into to protect the proposed landscaping and remaining trees.

RECOMMENDATION

Council resolves:

1. That the report be received and noted
2. To enter into a deed of rescission, rescinding Land Management Agreement 10923983 dated 10 March 2008 and Variation of Land Management Agreement 12221145 dated 22 October 2014 noted on the land comprised and described in Certificate of Title Book Volume 6127 Folio 47, known as 3 Pomona Road, Stirling
3. To enter into a deed of rescission, rescinding Land Management Agreement 13038239 dated 29 November 2018 noted on the land comprised and described in Certificate of Title Book Volume 6218 Folio 57, known as 5 Pomona Road, Stirling
4. To enter into the new Land Management Agreement with Aldi Foods Pty Ltd attached in Appendix 1 of this report for Certificate of Title Volume 6127 Folio 47 and Certificate of Title Volume 6128 Folio 57, known as 3 & 5 Pomona Road, Stirling, subject to the acceptance by the Council Assessment Panel to the variation of the approved landscaping plan for Development Application 16/463/473 and subject to the acceptance of the State Commission Assessment Panel to the variation of the approved landscaping plan for Development Application 19/272/473 (19/E9/473)
5. The Mayor & CEO are authorised to affix the Council Seal and execute the new Land Management Agreement, the Deeds of Rescission, and Consents to Note the new Land Management Agreement and Rescissions for 3 & 5 Pomona Road Stirling, and
6. The costs associated with the preparation, review by Council's lawyers and registration of the new Land Management Agreement and the rescission of the existing Land Management Agreements and Variation of Land Management Agreement shall be borne by the Aldi Foods Pty Ltd.

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal 1	A functional Built Environment
Goal 3	A prosperous Economy
Goal 4	A valued Natural Environment

Objective B2	Preserve and enhance the unique character of the Hills for current and future generations
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The Council and the previous owners of the land at 3 and 5 Pomona Road, Stirling have agreed to retain and maintain the existing trees on the land, including regulated trees, and to further landscape the land in accordance with the landscape plans and Land Management Agreements (LMAs) included in **Appendix 2, Appendix 3 and Appendix 4**.

➤ **Legal Implications**

Pursuant to Section 57 (2) of the *Development Act 1993* the multiple previous owners of land at 3 and 5 Pomona Road, Stirling entered into the LMAs relating to development, management, preservation or conservation of the land. Section 57 of the Development Act permits the Council to enter into such Agreements for land within an area of the Council with the owner of the land on a voluntary basis. Once executed by the parties the LMA is registered over the title of the land and is a binding obligation on the current and future owners. Council is required to maintain a register of all LMAs which is available for public inspection, and to inform purchasers of the land of the existence of a LMA when a real estate search is undertaken.

During the assessment of development proposals for the land regard has to be given to obligations placed on the landowner by an existing LMA. Often LMAs do require variation with the new development of the land but variation can only be required by a condition of approval where the amendment is voluntarily offered by an applicant.

As outlined in the history section of this report, the original LMA was varied during the assessment of previous developments for the land.

At the time of Development Plan Consent for the supermarket development, it was recognised that the landscape plan for the development was contrary to the earlier replacement planting and landscape plans contained in the aforementioned LMAs for 3 Pomona Road, and that this would be a matter that needed to be rectified with the new landowners should the development and land sale proceed.

The new owner of both parcels, Aldi Foods Pty Ltd now wishes to enter into a new LMA for the purpose of development, management, preservation and conservation of the land with an amended landscaping plan and to rescind the existing LMAs.

➤ **Risk Management Implications**

Entering into a new LMA and rescinding the existing LMAs will assist in mitigating the risk of:

The owner being in breach of the existing LMAs registered over 3 and 5 Pomona Road, Stirling by enacting the Development Approval for the supermarket development.

Inherent Risk	Residual Risk	Target Risk
Medium (3C)	Low (1C)	Low (1C)

➤ **Financial and Resource Implications**

All costs associated with the preparation, review by Council’s lawyers and registration of the new LMA and the rescission of the existing LMAs will be borne by the owner.

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

A *Land Management Agreement* is a public document which can be accessed by anyone for a fee. There are community expectations that the terms of LMAs are adhered to in order to provide certainty of future development.

➤ **Sustainability Implications**

Replanting is proposed to offset the trees to be removed at the perimeter with a new plan prepared to reflect landscaping in the amended “landscape reserve area” and reasonable and practical landscaping around the approved building on the site. The construction of the approved stormwater infrastructure (Development Approval 16/463/473) required increased rock lining of the creek to manage peak flows than was originally considered. It has become evident that plantings are only practical in the pond areas created. The amended landscape plan attached to the new LMA (refer to **Appendix 1**) reflects these amendments.

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: Natural Resource Officer – Landscape Team
Director Development & Regulatory Services

External Agencies: Not Applicable

Community: Not Applicable

2. BACKGROUND

The original *LMA* included in **Appendix 2** was entered into with Philip Stanton Bennett and Frances Woods in March 2008, as part of enforcement action for tree removal that occurred without development approval on the land. The tree removal was associated with a 2004 development proposal (04/405/473) to construct an aged accommodation facility and doctors consulting rooms at 7 Pomona Road, Stirling (as the land was known at the time).

The original LMA required retention of trees and further replanting of trees on the site. The landscaping was concentrated on the perimeter of the site allowing the central portion to accommodate future development.

A subsequent land division application (06/D54/473) was approved on 5 June 2008 creating 3 allotments known as 3, 5 and 7 Pomona Road and the original LMA was transferred to each new title. The original LMA has been varied a number of times in relation to the redevelopment proposals for all three allotments. In particular, Council agreed to a variation to the LMA on 13 August 2013 relating to the redevelopment of 3 Pomona Road for a different proposal involving a mixed-use development of dwellings, consulting rooms and offices (13/847/473 varied by further development applications 14/876/473, 15/711/473 and 15/768/473). This was given development approval and some infrastructure works associated with the development were commenced, which included removal of a number of trees. Whilst the mixed use development was commenced it did not proceed and was subsequently lapsed.

The Council resolution from 13 August 2013 is provided below and the *LMA Variation* is included in **Appendix 3**.

Council agreed to a new LMA for 5 Pomona Road on 24 January 2017 related to the development of a stormwater culvert on 3 and 5 Pomona Road (16/463/473), including the removal of ten (10) trees previously planted and the replanting of a minimum of 19 trees within the landscape reserve area and further landscaping around the perimeter of the land. The Council resolution from 24 January 2017 is provided below in the report and the LMA for 5 Pomona Road is included in **Appendix 4**.

As part of the construction of the stormwater infrastructure approved in Development Application 16/463/473, further tree removal has been undertaken. The replacement planting in the landscape reserve on 5 Pomona Road is pending a decision on the new LMA being presented in this report.

The Aldi Supermarket development was granted Development Plan Consent by the State Commission Assessment Panel (SCAP) on 22 August 2019 with an approved landscaping plan and consent for the removal of a regulated tree at the rear boundary. The landscaping plan included perimeter landscaping and tree planting in the associated car parking area. Now the final Development Approval has been granted and the construction details are being finalised, a review of the planting types and landscaping has been considered from a practical implementation viewpoint.

The regulated tree at the rear of 5 Pomona Road approved by SCAP for removal has been removed.

The resolution of Council on 13 August 2013 (Item 13.1) was as follows:

13.1 Variation to Land Management Agreement Lot 3 Pomona Road Stirling
Vanessa Nixon 473/405/04

Moved Cr Ian Bailey
S/- Cr Jan Loveday

Carried Unanimously
148

That:

1. Council agrees in principle to the variation of the Land Management Agreement, thereby varying the required retention of trees on Lot 3, and to amending the landscaping plan attached to the said Land Management Agreement entered into between the Adelaide Hills Council and Phillip Stanton Bennett and Frances Woods on 10 March 2008.
2. Council's Development Assessment Panel be delegated the authority to approve the final landscaping plan and deed of variation when it considers the development application for Lot 3 Pomona Road Stirling.
3. The deed of variation only be agreed to if the development application referred to in 2. above is approved by the Council's Development Assessment Panel.
4. The existing trees which are the subject of the deed of variation (other than the 3 *Eucalyptus globulus*) shall not be removed until development approval has been granted for the development of the Lot 3 Pomona Road, Stirling.
5. All costs associated with the preparation and registration of the deed of variation be borne by the applicant.
6. Staff negotiate the creation of a stormwater easement to convey water from the western to eastern side of Lot 3.

The resolution of Council on 24 January 2017 (Item 14.6) was as follows:

14.6. Request for Agreement LMA 5 Pomona Road Stirling

Moved Cr Kirrilee Boyd
S/- Cr Lynton Vonow

12

Council resolves:

1. that the report be received and noted
2. that Council's Development Assessment Panel be delegated the authority to approve the final landscaping plan associated with the new LMA when it considers the Development Application 16/463/473 for 3-5 Pomona Road Stirling, which shall include the replanting of a minimum of 19 additional trees to be planted in the proposed landscape reserve area along with other vegetation, with a focus on replanting some of the trees along the street boundary.
3. subject to Development Plan Consent being granted to Development Application 16/463/473, Council agrees to:
 - a. Enter into a new Land Management Agreement with Philip Stanton Bennett and Frances Woods to be noted on Certificate of Title Book Volume 6127

Folio 48, known as 5 Pomona Road, Stirling with the Council’s Development Assessment Panel to consider the new draft Land Management Agreement including:

- i. Retention and protection of existing regulated and non-regulated trees in an agreed “landscape reserve area” on the land;**
 - ii. Further landscaping in the agreed “landscape reserve area”;**
 - iii. Agreement to provide additional landscaping in accordance with an agreed landscaping plan when the Land is developed in future;**
 - iv. Provision of a security bond to secure the construction of the proposed development; and**
 - v. Other matters agreed between parties**
- b. Enter into a deed of rescission, partially rescinding Land Management Agreement 10923983 dated 10 March 2008 noted on the land comprised and described in Certificate of Title Book Volume 6127 Folio 48, known as 5 Pomona Road, Stirling.**
 - c. The Chief Executive Officer be authorised to execute the new Land Management Agreement, the Deed of Rescission, and Consents to Note the new Land Management Agreement and the Partial Rescission of Land Management Agreement 10923983 dated 10 March 2008 for 5 Pomona Road Stirling.**
 - d. The Deed of Rescission and new Land Management Agreement and any future agreed easement modification documents are to be lodged at the Land Titles Office at the same time.**
 - e. Waive compliance with the obligations under the Land Management Agreement 10923983 dated 10 March 2008 and the Supplementary Deed 12221145 dated 22 October 2014 concerning the retention of the Hawthorn tree identified in the Existing Tree ID Site Plan dated 23 June 2016 as tree 39 and as shown in the plans annexed to the Land Management Agreement and Supplementary Deed.**
 - f. The existing trees which are proposed to be removed as part of the development at 3 - 5 Pomona Road Stirling shall not be removed until Development Approval has been granted for Development Application 16/463/473.**
 - g. All costs associated with the preparation, review by Council’s lawyers, registration of the new Land Management Agreement and the partial rescission of the existing Land Management Agreement and development bonding shall be borne by the applicant.**

Carried

3. ANALYSIS

Council agreed to a new LMA for 5 Pomona Road on 24 January 2017 (Item 14.6) leaving the existing LMA and supplementary Variation to LMA in place on the titles for 3 and 7 Pomona Road. This was considered satisfactory at the time.

With the granting of Development Plan Consent for the supermarket development in August 2019 by SCAP, it was recognised that the approved landscape plan for the supermarket development was contrary to the earlier replacement planting and landscape plans contained in the LMAs for 3 Pomona Road and 5 Pomona Road. However, the landscaping nevertheless provided a cohesive and well designed streetscape prepared by professional landscape designers. This was identified as a matter that needed to be rectified with the new landowners should the development and land sale at the time

proceed. Both parcels of land are now owned by Aldi Foods Pty Ltd and construction work for the approved supermarket is underway.

Aldi Foods Pty Ltd has been in discussion with Council Administration to review and replace the *Land Management Agreements* with the intent to establish one new agreement over the two parcels of land. Further investigation and on-site “ground truthing” by Aldi into implementation of the bulk earthworks for the supermarket development and the stormwater infrastructure has looked at the practicality of the previously intended perimeter landscaping in both the supermarket approved landscaping plan, the stormwater infrastructure approved landscaping plan and the LMAs for 3 and 5 Pomona Road. Consideration has been given to the level of existing vegetation along the freeway, the extent of earthworks with batter right to up to the rear boundary and the building obscuring views of the rear boundary landscaping. Additionally, the intended planting for the rock lined creek channel has been reconsidered with the intensity of the water flows from the freeway during peak rain events.

A new landscape plan has subsequently been prepared for the *new LMA* in **Appendix 1** which:

- Retains the seven trees in the Landscape Reserve Area (consistent with the LMA for 5 Pomona Road)
- Removes the tree planting along the rear boundary adjacent to the freeway (13 trees) as tree planting is impractical due to the extent of the supermarket construction and level of existing vegetation provides a good buffer from the freeway (refer photo 1 and photo 2 in the report)
- Increases the north-eastern side boundary tree planting in the Landscape Reserve Area (from 5 trees to 8 trees) with a change of tree species
- Provides 14 trees along the front boundary of 3 Pomona Road
- Clusters shrub planting in the Landscape Reserve Area and increases larger hedging shrub plants (from 15 to 34) and removes previously intended tree planting that would compete with the existing trees in the Landscape Reserve Area (refer photo 3 in the report below)
- Retains garden beds comprising tussocks/sedges/shrubs and groundcovers under the existing tree canopy and on the perimeter of the Landscape Reserve Area, and along the front and side boundaries of 3 Pomona Road, and
- Retains the planting of sedges in the ponds of creek channel but removes the previously intended tussock and shrub planting along the banks of the creek channel due to the extent of water flows from the freeway during peak rain events that make it unlikely that such intended plantings would survive, and the proximity of the building foundation (refer photo 4 in the report below).



Photo 1: Existing vegetation on the rear boundary adjacent the freeway



Photo 2: Site works for the foundations of the new supermarket building – view of northern eastern boundary



Photo 3: Landscape Reserve Area – existing trees



Photo 4: Rock lined creek channel and building foundation– Aldi site

It is acknowledged that the new landscaping is different to the previously approved plans but it must also be recognised that the developments are vastly different. Over the course of the last 16 years, and noting the various development approvals, there has always been intent to balance retention of existing perimeter trees with the site constraints and the development of these significant sites in Stirling. There is a reasonable and practical case for fewer trees being planted given the development now approved and being constructed. The practicalities of planting trees close to buildings and retaining walls in confined spaces and in close proximity to existing large trees is acknowledged. The planting of fewer trees is offset partially by additional larger shrub plantings and the addition of clause 2.9 in the new LMA which places an obligation on Aldi Food Pty Ltd to source and plant semi-mature trees with a minimum height of 2 metres along the frontage of 3 Pomona Road and the side boundary of 5 Pomona Road.

The passage of time and development proposals by different owners and development approvals by different authorities has combined to create a complex situation with the current LMAs. It is recommended by the Administration that it is accepted that a new LMA with the new owners for the new proposed perimeter landscaping which still provides cohesive and well-designed landscaping for the site, is the best outcome. This will resolve conflicting documentation and the owner being in breach of the existing LMAs if they proceed with the new landscaping plan without a new LMA in place. Administration are therefore recommending that the previous LMAs for the two properties in question be rescinded and replaced with one new LMA, that Council allows the CEO to sign the relevant documentation in this regard and that all costs in relation to this matter be borne by Aldi Foods Pty Ltd.

4. OPTIONS

Council has the following options:

- I. To agree to enter into the new LMA and to rescind the existing LMAs in consideration of the approved supermarket development and the practical requirements for proceeding with the construction (Recommended)
- II. To retain the existing LMAs and accept that it is impractical to enforce compliance with landscaping obligations sought by the LMAs (Not Recommended)

5. APPENDICES

- (1) New Land Management Agreement with Aldi Foods Pty Ltd
- (2) Original Land Management Agreement No. 10923983 – 7 Pomona Road
- (3) Variation LMA for 3 Pomona Road (agreed by Council 13 August 2013)
- (4) LMA for 5 Pomona Road (agreed by Council 24 January 2017)
- (5) Deed of Rescission of LMA and Variation LMA for 3 Pomona Road
- (6) Deed of Rescission of LMA for 5 Pomona Road
- (7) Certificates of Title

Appendix 1

*New Land Management Agreement
with Aldi Foods Pty Ltd*

LAND MANAGEMENT AGREEMENT

ADELAIDE HILLS COUNCIL

and

ALDI FOODS PTY LIMITED (ACN 086 210 139)

DATE

PARTIES

ADELAIDE HILLS COUNCIL formerly of 28 Onkaparinga Valley Road, WOODSIDE, South Australia 5244, now of 63 Mount Barker Road Stirling (**Council**)

ALDI FOODS PTY LIMITED (ACN 086 210 139) of 1 Sargents Road, MINCHINBURY New South Wales 2770 (**Owner**)

BACKGROUND

- A. The Owner is the registered proprietor in fee simple of allotment 13 and 14 in Deposited Plan 92777 in the Area named Stirling, Hundred of Noarlunga which is comprised and described in Certificate of Title register book Volume 6127 Folio 47 and Volume 6218 Folio 57, hereinafter referred to as the land (**Land**).
- B. By Development Application Numbered 16/463/473 (**First Application**) the Owner sought from the Council development authorisation to develop the Land by constructing storm water drainage infrastructure on the Land (**Infrastructure Works**).
- C. By Development Application Numbered 19/272/473 (**Second Application**) the Owner sought from the State Commission Assessment Panel, development authorisation for the staged construction of a supermarket (shop), signage, solar panels, fencing, car parking, site works and retaining walls, landscaping, and the removal of one regulated tree on the Land (**Supermarket Development**).
- D. The Council and the Owner wish to retain and maintain seven existing trees located on the Land (**Trees**). The Trees comprise four trees identified as '*Trees to be retained*', and three trees identified as '*Regulated Trees*' on the attached plan (**Tree Identification Plan**) annexed hereto and marked **Annexure A**.
- E. In addition, and notwithstanding what may have been proposed and approved in the Second Application, the Owner agrees to undertake landscaping works in accordance with the landscape plan (**Landscape Plan**) annexed hereto and marked **Annexure B**.
- F. Pursuant to section 57(2) of the Act the Owner has agreed with the Council to enter into this agreement relating to the development, management, preservation or conservation of the Land.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this deed:

Act means the *Development Act 1993* (SA).

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

First Application means development application numbered 16/463/473 for the construction of stormwater infrastructure works on the Land.

Land means the whole of the land comprised in Certificate of Title Volume 6127 Folio 47 and Volume 6128 Folio 57 and includes any part or parts of it.

Planting Season means the months of March to August in any given year.

Qualified Arborist means a person with a Certificate 4 in Arboriculture, or an equivalent or higher qualification.

Second Application means development application numbered 19/272/473 for the staged construction of a supermarket (shop), signage, solar panels, fencing, car parking, site works and retaining walls, landscaping, and the removal of one regulated tree on the Land.

Tree Protection Zone means an area surrounding the Trees as determined by a Qualified Arborist and which generally incorporates the area shaded beige and marked 'Garden Mulch' on the Landscape Plan. The Tree Protection Zone is to be fenced with a 2.0 metre high chain mesh material displaying clearly legible signage with the words "Tree Protection Zone".

1.2. Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to the Owner includes each person registered or entitled to be registered as a proprietor of an estate in fee simple of the Land;
- 1.2.6 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or 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 severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;

1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;

1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

1.2.13 an expression defined in the Act has the meaning given by the Act at the date of this agreement.

1.3. **Background**

The Background forms part of this agreement and is correct at the date of this agreement.

1.4. **Legislation**

The requirements of this agreement are to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. **OWNER'S OBLIGATIONS**

2.1. The Owner shall provide a copy of this agreement to any person commencing occupation of the Land, for a period of not less than 90 days, before commencement of that occupation.

Tree Preservation

2.2. The Owner shall retain and maintain the Trees in good health and condition at all times.

2.3. Prior to:

2.3.1. any earthworks, including any excavation, filling or service trenching; or

2.3.2. use of heavy machinery or equipment

on the Land, the Owner shall establish a Tree Protection Zone around the Trees to prevent damage to the root systems and canopies of the Trees, which Tree Protection Zone must be maintained for the duration of the relevant works or activity.

2.4. Within the Tree Protection Zone, the following activities are not permitted without the prior written advice from a Qualified Arborist (a copy of which advice must be provided to the Council on demand):

2.4.1. earthworks, including excavation, filling or service trenching;

2.4.2. use of heavy machinery or equipment;

2.5. The storage of materials, equipment or temporary buildings or facilities is not permitted within the Tree Protection Zone without the prior written consent of the Council.

2.6. In the event that any of the Trees dies or becomes seriously or irreversibly diseased or damaged, the Owner shall replace the said tree with an advanced tree of the

same or similar species. Replacement must occur as soon as reasonably practical and in any event within the next Planting Season after:

2.6.1. observance that the said tree has died or become seriously or irreversibly diseased or damaged; or

2.6.2. receipt of a notice in writing from the Council that the said tree has, in the opinion of the Council (which opinion must be reasonably formed) died or become seriously or irreversibly diseased or damaged.

Landscaping

2.7. Unless otherwise agreed in writing by the Council, the Owner shall undertake planting in accordance with the Landscape Plan which shall be established prior to the operation of the development as approved in the Second Application.

2.8. In the event that any of the plants planted in accordance with the Second Application or this agreement dies or becomes seriously or irreversibly diseased or damaged, the Owner shall replace the said plant(s) with an advanced plant of the same or similar species. Replacement must occur as soon as reasonably practical and in any event within the next Planting Season after:

2.8.1. observance that the plant has died or become seriously or irreversibly diseased or damaged; or

2.8.2. receipt of a notice in writing from the Council that the said plant has, in the opinion of the Council (which opinion must be reasonably formed) died or become seriously or irreversibly diseased or damaged.

2.9. At the time of planting, a minimum of 80% of the trees shown in the Landscape Plan shall be semi-mature with a minimum height of 2.0 metres.

3. NOTATION OF THIS AGREEMENT

Each party must do and execute all acts documents and things necessary to ensure that as soon as possible after the execution of this agreement by all necessary parties this agreement is noted by the Registrar-General on the Certificate of Title for the Land pursuant to section 57(5) of the Act.

4. MISCELLANEOUS

4.1. Alteration

This agreement may be altered only by a supplementary agreement signed by the Council and the Owner.

4.2. Entire agreement

This agreement:

4.2.1. constitutes the entire agreement between the parties about its subject matter;

4.2.2. supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

4.3. **Waiver**

A waiver of a provision of or right under this agreement:

4.3.1. must be in writing signed by the party giving the waiver;

4.3.2. is effective only to the extent set out in the written waiver.

4.4. **Survival**

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

4.5. **Governing law**

4.5.1. This agreement is governed by the law in South Australia.

4.5.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts in South Australia.

5. **NOTICES**

5.1. A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

5.1.1. in writing, in English and signed by a person authorised by the sender; and

5.1.2. hand delivered or sent by pre paid post to the recipient's address or specified below, as varied by any Notice given by the recipient to the sender, or affixed in a prominent position on the Land.

5.2. At the date of this agreement, the address and facsimile number for Notices to the Owner are:

Attention to Nigel Uren

ALDI Stores
Regency Park Region
PO Box 82
Enfield Plaza
SA 5085

(08) 249 8053

property.sa@aldi.com.au

A Notice is deemed to be received:

5.2.1. if hand delivered or affixed in a prominent position on the Land, on delivery or affixing;

5.2.2. if sent by prepaid mail, seven Business Days after posting (or ten Business Days after posting if posting to or from a place outside Australia);

However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

6. COSTS

- 6.1. The Owner must pay the reasonable costs (including legal fees and disbursements) to a maximum cap of \$2,000 Exc GST of preparing this Land Management Agreement and any documents required by this Land Management Agreement and having this Land Management Agreement noted on the Certificate of Title for the Land.

EXECUTED as an agreement

The common seal of Adelaide Hills Council was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer/City
Manager/Town Clerk
(Please delete as applicable)

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer/City Manager/Town
Clerk (print)

SIGNED for and on behalf of **ALDI FOODS**)
PTY LIMITED (ACN 086 210 139) by its)
attorney under Power of Attorney dated)
24 April 2013 registered number 12074131 in)
the presence of:)

Signature of attorney

Signature of Witness

Name of attorney

Full Name of Witness

Consents

The South Australian Water Corporation being a person with a legal interest in the Land pursuant to registered service easements for sewerage purposes and drainage purposes consents to the Owner entering into this agreement.

DRAFT

The Owner certifies pursuant to section 57(4) of the Act that no other person has a legal interest in the Land.

SIGNED for and on behalf of **ALDI FOODS**)
PTY LIMITED (ACN 086 210 139) by its)
attorney under Power of Attorney dated)
24 April 2013 registered number 12074131 in)
the presence of:)

Signature of attorney

Signature of Witness

Name of attorney

Full Name of Witness

DRAFT

ANNEXURE A – TREE IDENTIFICATION PLAN

DRAFT

REV.	DATE	DESCRIPTION	BY	CHKD
1	2023/06/20	ISSUED FOR PERMIT	U	U
2	2023/06/20	ISSUED FOR PERMIT	U	U
3	2023/06/20	ISSUED FOR PERMIT	U	U
4	2023/06/20	ISSUED FOR PERMIT	U	U
5	2023/06/20	ISSUED FOR PERMIT	U	U
6	2023/06/20	ISSUED FOR PERMIT	U	U
7	2023/06/20	ISSUED FOR PERMIT	U	U
8	2023/06/20	ISSUED FOR PERMIT	U	U
9	2023/06/20	ISSUED FOR PERMIT	U	U
10	2023/06/20	ISSUED FOR PERMIT	U	U
11	2023/06/20	ISSUED FOR PERMIT	U	U
12	2023/06/20	ISSUED FOR PERMIT	U	U

01 TREE IDENTIFICATION PLAN

1:250

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

ALDI

CLIENT: ALDI STORES

PROJECT: PROPOSED ALDI STORE
3750 MOUNTAIN VIEW DRIVE
STIRLING SA 5152

CONSULTANT: NIELSEN ARCHITECTS

NO.	DESCRIPTION	DATE	STATUS	BY
01	TREE IDENTIFICATION PLAN	19/11	PRELIMINARY	U

01 TREE IDENTIFICATION PLAN

1:250

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

ALDI

CLIENT: ALDI STORES

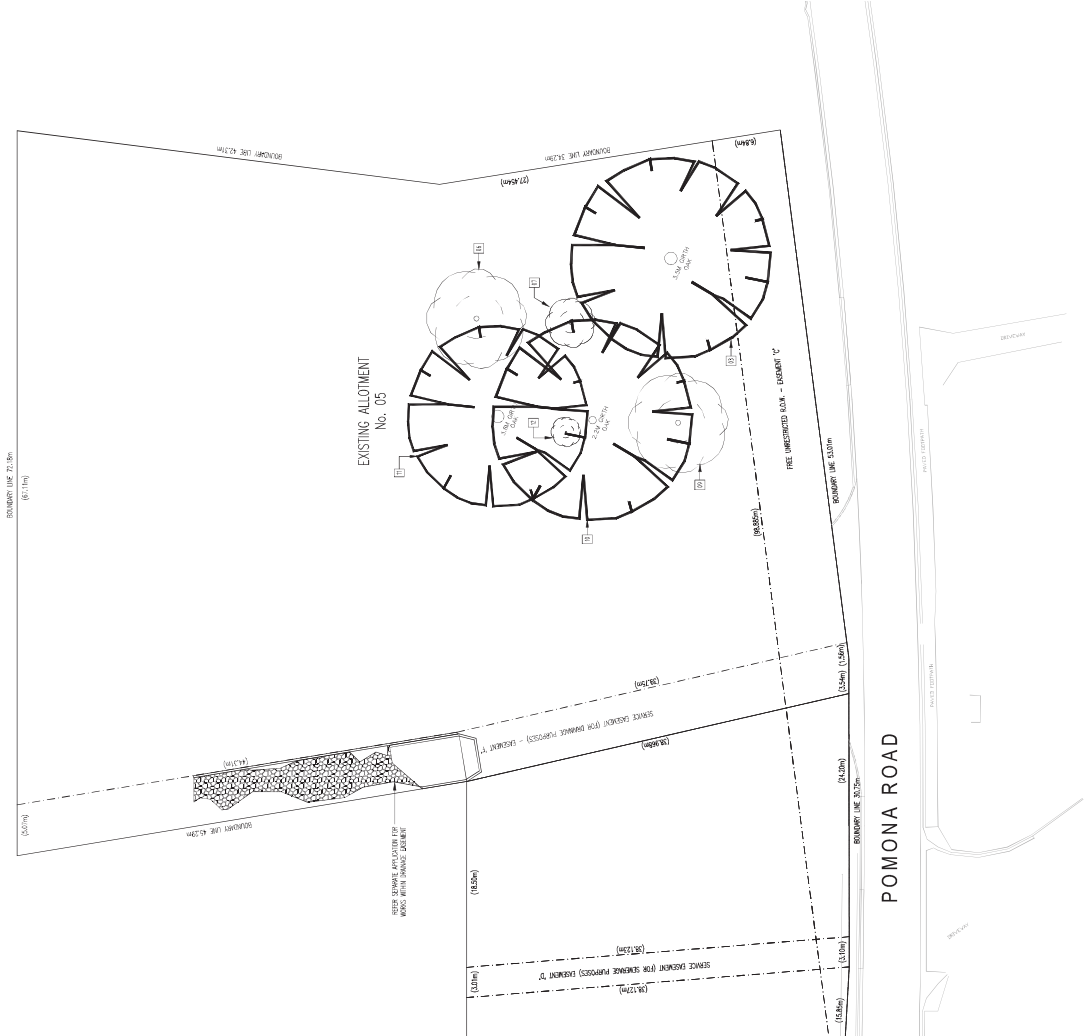
PROJECT: PROPOSED ALDI STORE
3750 MOUNTAIN VIEW DRIVE
STIRLING SA 5152

CONSULTANT: NIELSEN ARCHITECTS

NO.	DESCRIPTION	DATE	STATUS	BY
01	TREE IDENTIFICATION PLAN	19/11	PRELIMINARY	U

01 TREE IDENTIFICATION PLAN

1:250



TREE TO BE IDENTIFIED	SPECIES	STATUS	LAND MGMT AGREEMENT
03	QUERCUS EBBAR	SUBSEQUENT TREE	5 POMONA ROAD LAND MGMT AGREEMENT
06	POPULUS ALBIDUS		
07	POPULUS ALBIDUS		
08	QUERCUS PALAUSTRIS		
10	QUERCUS EBBAR	REGULAR TREE	5 POMONA ROAD LAND MGMT AGREEMENT
11	QUERCUS EBBAR	CONSEQUENT TREE	5 POMONA ROAD LAND MGMT AGREEMENT
12	UNIDENTIFIED		

TREE TO BE IDENTIFIED	SPECIES	STATUS	LAND MGMT AGREEMENT
03	QUERCUS EBBAR	SUBSEQUENT TREE	5 POMONA ROAD LAND MGMT AGREEMENT
06	POPULUS ALBIDUS		
07	POPULUS ALBIDUS		
08	QUERCUS PALAUSTRIS		
10	QUERCUS EBBAR	REGULAR TREE	5 POMONA ROAD LAND MGMT AGREEMENT
11	QUERCUS EBBAR	CONSEQUENT TREE	5 POMONA ROAD LAND MGMT AGREEMENT
12	UNIDENTIFIED		

* TREE IDENTIFICATION NUMBERS ARE THOSE REFERRED TO WITHIN THE AGREEMENT TREE SOLUTIONS REPORT DATED 20 JUNE 2019

NO.	DESCRIPTION	DATE	STATUS	BY
01	TREE IDENTIFICATION PLAN	19/11	PRELIMINARY	U

01 TREE IDENTIFICATION PLAN

1:250

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

ALDI

CLIENT: ALDI STORES

PROJECT: PROPOSED ALDI STORE
3750 MOUNTAIN VIEW DRIVE
STIRLING SA 5152

CONSULTANT: NIELSEN ARCHITECTS

NO.	DESCRIPTION	DATE	STATUS	BY
01	TREE IDENTIFICATION PLAN	19/11	PRELIMINARY	U

01 TREE IDENTIFICATION PLAN

1:250

PRELIMINARY ONLY
NOT FOR CONSTRUCTION

ALDI

CLIENT: ALDI STORES

PROJECT: PROPOSED ALDI STORE
3750 MOUNTAIN VIEW DRIVE
STIRLING SA 5152

CONSULTANT: NIELSEN ARCHITECTS

NO.	DESCRIPTION	DATE	STATUS	BY
01	TREE IDENTIFICATION PLAN	19/11	PRELIMINARY	U

01 TREE IDENTIFICATION PLAN

1:250

ANNEXURE B – LANDSCAPE PLAN

DRAFT

TREES



Acer japonicum 'Vitifolium'
Mature Height: 0.40m
Mature Spread: 0.50m



Drunus coronata 'Crimson Spire'
Mature Height: 6m
Mature Spread: 2m



Fraxinus angustifolia 'Raywood'
Mature Height: 12m
Mature Spread: 9m

LARGE SHRUBS



rhododendron hybrid 'Contec'
Mature Height: 1.25m
Mature Spread: 1.25m



rhododendron hybrid 'White Lace'
Mature Height: 2m
Mature Spread: 1.5m



Viburnum odoratissimum
Mature Height: 2-4m
Mature Spread: 1-2m



Photinia 'Red Robin'
Mature Height: 3m
Mature Spread: 2m

TUSsocks/ SEDGES / SMALL & LOW SHRUBS - GENERAL PLANTING



Asparagus orientalis
Mature Height: 0.30m
Mature Spread: 0.30m



Correa pulchella 'Dusky Bells'
Mature Height: 1m
Mature Spread: 1.5m



Dietes grandiflora
Mature Height: 1m
Mature Spread: 1m



Juniperus horizontalis
Mature Height: 0.1m
Mature Spread: 1.5m



Coprosma kirkii
Mature Height: 0.5m
Mature Spread: 1.5m



Hebe x franciscana 'Blue Gem'
Mature Height: 1m
Mature Spread: 1m



Polypodium vulgare
Mature Height: 0.30m
Mature Spread: 0.30m



Iris unguicularis
Mature Height: 0.30-0.50m
Mature Spread: 0.30-0.50m



Liriope muscari
Mature Height: 0.30-0.50m
Mature Spread: 0.30-0.50m



Carex appressa
Mature Height: 0.50-1m
Mature Spread: 0.50-1m



Cyperus vagrinatus
Mature Height: 0.30-1m
Mature Spread: 0.60-0.80m



Fichia nodosa
Mature Height: 0.50-1m
Mature Spread: 0.60-0.80m

SEDGES IN WATER COURSE



LEGEND

- EXISTING TREES TO REMAIN
- GENERAL PLANTING COMPRISING OF TUSsocks/ SEDGES/ SHRUBS & GROUNDCOVERS
- SEDGES IN WATER COURSE
- GARDEN MULCH
- LANDSCAPE RESERVE AREA

NOTE:
1. PLANTING DENSITY AS FOLLOWS:
• TUSsocks/ STRAPPY PLANTS - 2 PLANTS PER SQM
• SHRUBS - 1 PLANT PER 2-3 SQM
• SEDGES IN CREEK CHANNEL - 2 PLANTS PER ROCK POCKET;
TOTAL 16 PLANTS EACH AREA



0884 946 000
174 HILL STREET
MELBOURNE VIC 3000
www.outerspace.com.au

PROJECT 3 - 5 POMONA RD, STIRLING
DRAWING LANDSCAPE PLAN



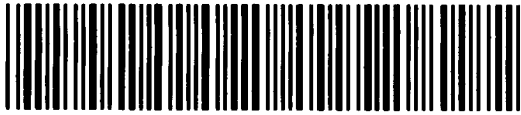
DATE: 31/07/20
DWG NO.: 055520_CP01_revD

DRAWN BY: GH
APPROVED BY: PG

Appendix 2

*Original Land Management Agreement No. 10923983 –
7 Pomona Road*

Orig. AG 10923983



12:14 20-Mar-2008

1 of 1

Fees: \$108.00

LANDS TITLES REGISTRATION

OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

Series No.	Prefix
1	AG

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Claire A Ryan
Solicitor/Registered Conveyancer/Applicant
CLAIRE A RYAN

Lodged by: CRIFAN HILDITCH LAWYERS AGENT CODE
49 FLINDERS ST, GR19

Correction to: AOEVAIOE
AS ABOVE

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

1. CT 5786/811 ✓
2.
3.
4.
5.

[Signature] Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.
2.
3.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE
CT 5786/811	GR19 TOLG670
DUPLICATE LMA	GR19

BELOW THIS LINE FOR OFFICE USE ONLY

Date	Time	
FEES		
R.G.O.	POSTAGE	NEW C.T.

CORRECTION	PASSED <i>[Signature]</i>
------------	------------------------------

REGISTERED - 8 APR 2008

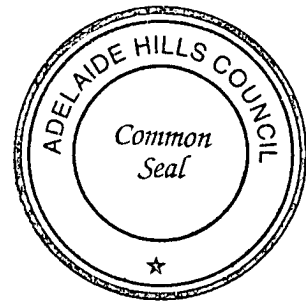
[Signature]

pro REGISTRAR GENERAL

TO: The Registrar General

ADELAIDE HILLS COUNCIL of 28 Main Street WOODSIDE SA 5244 HEREBY APPLIES pursuant to the provisions of Section 57(2) of the Development Act, 1993 for the notation of the attached Land Management Agreement pursuant to the provisions of Section 57(2) of the said Act which said Land Management Agreement is dated the 10th day of March 2008 and made between ADELAIDE HILLS COUNCIL aforesaid as the Council of the one part and PHILLIP STANTON BENNETT AND FRANCES WOODS of 7 Pomona Street STIRLING SA 5152 as the Owner of the other part which Agreement binds the whole of the land comprised in Certificate of Title Register Book Volume 5786 Folio 811 and operates to control the future development, management, preservation or conservation of the said land.

DATED the 10th day of March 2008



THE COMMON SEAL of ADELAIDE HILLS COUNCIL was hereunto affixed in the presence of:

Handwritten signature of the Mayor and Chief Executive Officer over dotted lines.

The Owner HEREBY CONSENTS to the noting of the attached Land Management Agreement Deed.

Signed in my presence by PHILLIP STANTON BENNETT who is either personally known to me or has satisfied me as to her identity:

Signed in my presence by FRANCES WOODS who is either personally known to me or has satisfied me as to her identity:

Handwritten signature of Phillip Stanton Bennett over a dotted line.

Handwritten signature of Frances Woods over a dotted line.

Signature of Witness

Signature of Witness

JOHN MARSHALL LEVY Full name of Witness (BLOCK LETTERS)

JOHN MARSHALL LEVY Full name of Witness (BLOCK LETTERS)

L2 99 FLOME ST Address of Witness

L2, 99 FLOME ST Address of Witness

ADELAIDE SA 5000


ADELAIDE SA 5000

Phone No of Witness

Phone No of Witness

8111 4000

8111 4000

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©	
RevNetID/PRA Bundle No.:	117884731
Orig/Copy	3 of/with 3 copies
Consideration/Value/Security:	\$ -
SA Proportion (if applicable)	2008 -
SD: \$	- LFO Fees: \$ -
Int: \$	- Pen/Add Tax: \$ -
Signature:	 Date: 11/3/08

THIS DEED is made the 10th day of March

BETWEEN:

ADELAIDE HILLS COUNCIL of 28 Main Street, WOODSIDE SA 5244 ("the Council") of the one part

and

PHILLIP STANTON BENNETT AND FRANCES WOODS of 7 Pomona Street, STIRLING SA 5152 (hereinafter with its successors and assigns, as the case may be, referred to as "the Owner") of the other part

RECITALS:

- A. The Owner is the registered proprietor of an estate in fee simple in the whole of the land comprised in Certificate of Title Register Book Volume 5786 Folio 811 being Allotment 56 Deposited Plan 28435 in the area named Stirling Hundred of Noarlunga otherwise known as 7 Pomona Road, Stirling SA 5152 ("the Land").
- B. Save and except the Owner and Westpac Banking Corporation as at the date of entering into this Deed no other person has any legal or equitable interest in the Land.
- C. The Land is situated within the Country Living Zone within the area of the Council described in the Development Plan authorised by the *Development Act 1993* ("the Act").
- D. By Development Application No 473/405/04 the Owner obtained development plan consent pursuant to the provisions of the Act to construct an aged accommodation facility with associated facilities on the Land, the conversion of an existing dwelling on the Land to consulting rooms and the removal of a number of significant trees located on the Land ("the Development").
- E. The Development was subject to a number of conditions including a condition which required the Development to be undertaken in accordance with the approved plans which are described in Schedule 1 to this Deed ("the Approved Plans").
- F. Having regard to the Approved Plans, a number of Trees that existed on the Land were to be retained. In addition, certain landscaping was to be undertaken in accordance with an approved landscaping plan which also formed part of the Approved Plans.
- G. On or about 21 February 2006, a number of non-significant trees that were required to be retained on the Land in accordance with the Approved Plans were removed from the Land contrary to the Approved Plans and without the prior approval of the

Council and a number of significant trees were removed from the Land contrary to the provisions of the Act without the prior approval of the Council.

- H. The Council has threatened to institute legal proceedings against the Owner in relation to the unlawful removal of the non-significant and significant trees from the Land.
- I. So as to avoid legal proceedings being instituted against the Owner, the Owner has agreed to reinstate the Land by way of landscaping as depicted in the Landscaping Plan described in Schedule 2 to this Deed and in accordance with the terms of this Deed.
- J. Pursuant to the provisions of section 57 (2) of the Act the Owner has agreed with the Council to enter into this Deed relating to the future development, management, preservation and conservation of the Land subject to the terms and conditions that follow.

NOW THIS DEED WITNESSES:

INTERPRETATION

- 1. The parties acknowledge that the matters recited above are true and accurate and agree that they form part of the terms of this Deed.
- 2. In the interpretation of this Deed unless the context otherwise requires or admits:
 - 2.1 Words and phrases used in this Deed that are defined in the Act, or in the regulations made under the Act, have the meanings ascribed to them by the Act or the regulations as the case may be;
 - 2.2 References to any statute or subordinate legislation include all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;
 - 2.3 The term "the Owner" where it is a company includes its successors, assigns and transferees and where it is a person includes his or her heirs, executors, administrators and transferees and where it consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees of the companies or persons for the time being registered or entitled to be registered as the proprietor of an estate in fee simple of the Land;
 - 2.4 The term "person" includes a corporate body;
 - 2.5 The term "the Creek" shall mean the existing creek located on the Land which runs approximately north/south across the Land and is depicted on the Plans as "CREEK";
 - 2.6 The term "the Land" shall include any part or part of the Land or if the Land is divided only to that portion on which the Trees are located and to which the Landscaping Plan shall continue to apply;

- 2.7 The term "the Trees" shall mean the trees depicted on the Landscaping Plan contained in Schedule 2 to this Deed;
 - 2.8 The term "the Landscaping Plan" shall mean the plan prepared by Swanbury Penglase drawing number 03017/SK129D dated June 2007 contained in Schedule 2 to this Deed;
 - 2.9 Any term which is defined in the statement of the names and descriptions of the parties or in the Recitals has the meaning there defined;
 - 2.10 Words importing the singular number of plural number are to be taken to include the plural number and the singular number respectively;
 - 2.11 Words importing any gender include both genders;
 - 2.12 Where two or more persons are bound hereunder to observe or perform any obligation or Deed whether express or implied they are bound jointly and each of them severally.
3. Clause headings are provided for reference purposes only and are not to be resorted to in the interpretation of this Deed.
 4. The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.
 5. Nothing contained in this Deed shall fetter the Council in the exercise of its discretion as the Relevant Authority under the Act.

UNDERTAKINGS OF THE OWNER:

Planting of Trees in accordance with the Landscaping Plan

6. The Owner shall plant the Trees on the Land in accordance with the Landscaping Plan described in Schedule 2 to this Deed within twelve (12) months of the notation of this Deed against the certificate of title to the Land to the satisfaction of Council, subject to the following:

Staging of planting of the Trees

- 6.1 The Trees depicted on the Landscaping Plan along the northern boundary of the Land may be planted within eighteen (18) months of the notation of this Deed against the certificate of title to the Land.

Planting of the Trees in and around the Creek

- 6.2 The Trees depicted on the Landscaping Plan along the Creek shall be planted away from the Creek invert and shall not be planted within 2 metres of either side of the Creek invert as depicted within the Typical Section of the Landscaping Plan.

Height of the Trees at the time of planting

- 6.3 The Trees depicted on the Landscaping Plan shall be 3 metres in height at the time of planting save and except in the following circumstances:

6.3.1 The evergreen trees depicted on the Landscaping Plan shall be not more than 1.2 metres in height at the time of planting and

6.3.2 The deciduous trees depicted on the Landscaping Plan, namely:

6.3.2.1 the *Autumn Blaze*, *Ornamental Pear* and *Pin Oak* trees may be 2.5 metres in height at the time of planting and;

6.3.2.2 the *Japanese Zelkova* trees may be 2.2 metres in height at the time of planting

if the Owner provides written evidence to the satisfaction of the Council that these deciduous trees cannot be sourced in the state of South Australia at a height of 3.0 metres.

Adequate watering regime for Trees

7. The Owner shall at all times and to the reasonable satisfaction of the Council ensure that the Trees are adequately watered to ensure their ongoing health, welfare and longevity.
8. Clause 7 shall be read subject to any legislative restriction and or requirement preventing, restricting or controlling the watering of the Trees at any time.

Protection of the Trees

9. Once the Trees have been planted on the Land the Owner shall not cause, suffer or permit the removal of the Trees from the Land at any time.
10. The Owner shall ensure that the Trees are maintained in good condition at all times to the satisfaction of Council and the Owner shall ensure at the Owner's cost that:
 - 10.1 the Trees are inspected after one year of planting by Council's Landscape Architect and the Owner shall carry out any works deemed necessary by Council's Landscape Architect to ensure the ongoing health and longevity of the Trees;
 - 10.2 Council is immediately notified in writing if any of the Trees die or become diseased;
 - 10.3 in the event that any of the Trees become dead or diseased the Owner shall replace the Tree(s) forthwith and in any event at the written direction of the Council.
 - 10.4 Any replacement Tree(s) shall be planted as soon as possible and practical and in any event within twelve months of the removal of the dead or diseased Tree(s) and to the reasonable satisfaction and written direction of the Council. Any replacement Tree(s) must be to the prior written satisfaction of Council.

NOTICE OF THIS DEED

11. The Owner shall give to any intending purchaser of the Land written notice of this Deed.

12. The Owner shall not sell, offer to sell or enter into any contract for sale or disposal of the Land without first giving the Council in writing 14 days notice of its intention to do so.

COSTS TO COUNCIL

13. Within thirty days of the notation of this Deed against the certificate of title to the Land, the Owner shall pay the Council the sum of \$12,500 as a contribution to the costs incurred by Council including its Arborist costs, Surveyor's costs and legal costs in the resolution of this matter.

OPERATION OF THIS DEED

14. The parties expressly declare and agree that the provisions of this Deed shall not be binding or impose any obligation upon them unless and until the Deed is registered and a memorial thereof entered on the Certificate of Title for the Land pursuant to the provisions of section 57 (5) of the Act.

COUNCIL'S POWERS OF ENTRY

15. The Council or any employee or authorised officer of the Council may at any time enter into or upon the Land for the purposes of:
 - 15.1 inspecting the Land or any building thereon;
 - 15.2 exercising any other powers of the Council under this Deed or pursuant to law.

VARIATION AND WAIVER

16. This Deed may not be varied except by a supplementary Deed signed by the Council and the Owner.
17. The Council may waive compliance by the Owner with the whole or any part of the obligations of the Owner herein contained but no such waiver is effective unless expressed in writing and signed by the Council.

NOTICES

18. Notice for the purposes of this Deed is to be taken to be properly served on the Owner if it is:
 - 18.1 posted to the Owner at the last address known to the Council; or
 - 18.2 affixed in a prominent position on the Land.

NOTING OF THIS DEED

19. Each party must do and execute all such acts, documents and things as are necessary to ensure that as soon as is possible after the execution of this Deed by all necessary parties, this Deed is noted by the Registrar-General against the Certificate of Title for the Land pursuant to Section 57(5) of the Act.

COSTS

20. The Owner is to bear the costs of and incidental to the negotiation and preparation of this Deed and the costs of and incidental to the stamping and the noting of this Deed on the Certificate of Title to the Land.
21. The Owner hereby agrees to indemnify the Council and keep the Council forever indemnified in respect to the whole of its costs and expenses (including without limitation legal costs and expenses) of and incidental to the implementation of this Deed including the enforcement of its terms.

GOVERNING LAW

22. The law governing the interpretation and implementation of the provisions of this Deed is the law of South Australia.

GENERAL PROVISIONS

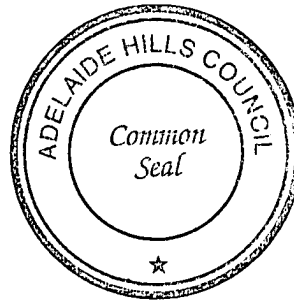
23. If any provision of this Deed shall be found by a court of competent jurisdiction to be invalid or unenforceable in law then and in such case the parties hereby record that it is their intention that such provision be severed from this Deed and that the remaining provisions are to be effective and enforceable according to their terms.
24. This Deed contains the whole Deed between the parties in respect of the matters referred to herein.

EXECUTED as a Deed

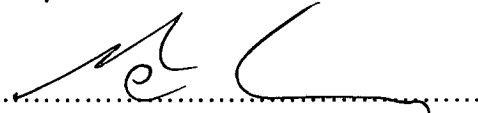
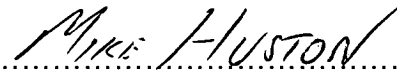
THE COMMON SEAL of the
ADELAIDE HILLS COUNCIL
was hereunto affixed in the presence of:

)
)
)

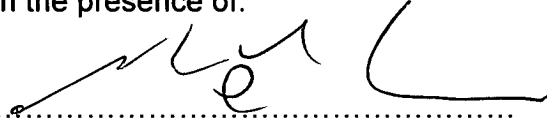
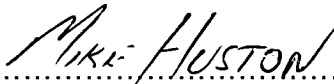
.....
Mayor
.....
Chief Executive Officer




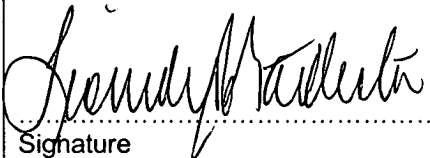
SIGNED by PHILLIP STANTON BENNETT
in the presence of:


.....
Witness
.....
Name

SIGNED by FRANCES WOODS
in the presence of:


.....
Witness
.....
Name

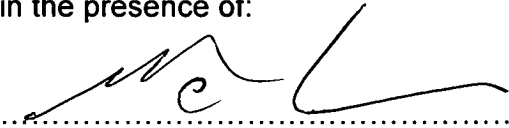
WESTPAC BANKING CORPORATION being a person with a legal interest in the Land by virtue of memorandum of Mortgage 9580992 **HEREBY CONSENTS** to the notation of this Deed against the certificate of title to the Land.

<p>I certify that the Attorney for the Mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.</p> <p>Signature of Witness </p> <p>Print Full Name of Witness AVERIL JOY KLEIN</p> <p>Address of Witness... 1 King Street, Concord West</p> <p>Business Hours Telephone No (02) 8767 3338</p>	<p>Signed by LEONIDES BAUTISTA of 1 King Street, Concord West, NSW as Tier Three Attorney for Westpac Banking Corporation under Power of Attorney Registered No. 9037336</p> <p></p> <p>Signature</p> <p>By executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney</p>
---	--

THE OWNER HEREBY CERTIFIES pursuant to Section 57(4) of the Act that no other person has a legal interest in the land.

SIGNED by PHILLIP STANTON BENNETT
in the presence of:

) 


.....

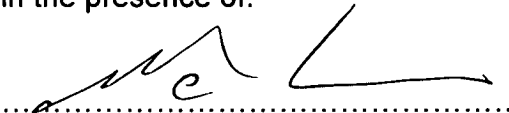
Witness


.....

Name

SIGNED by FRANCES WOOD S
in the presence of:

) 

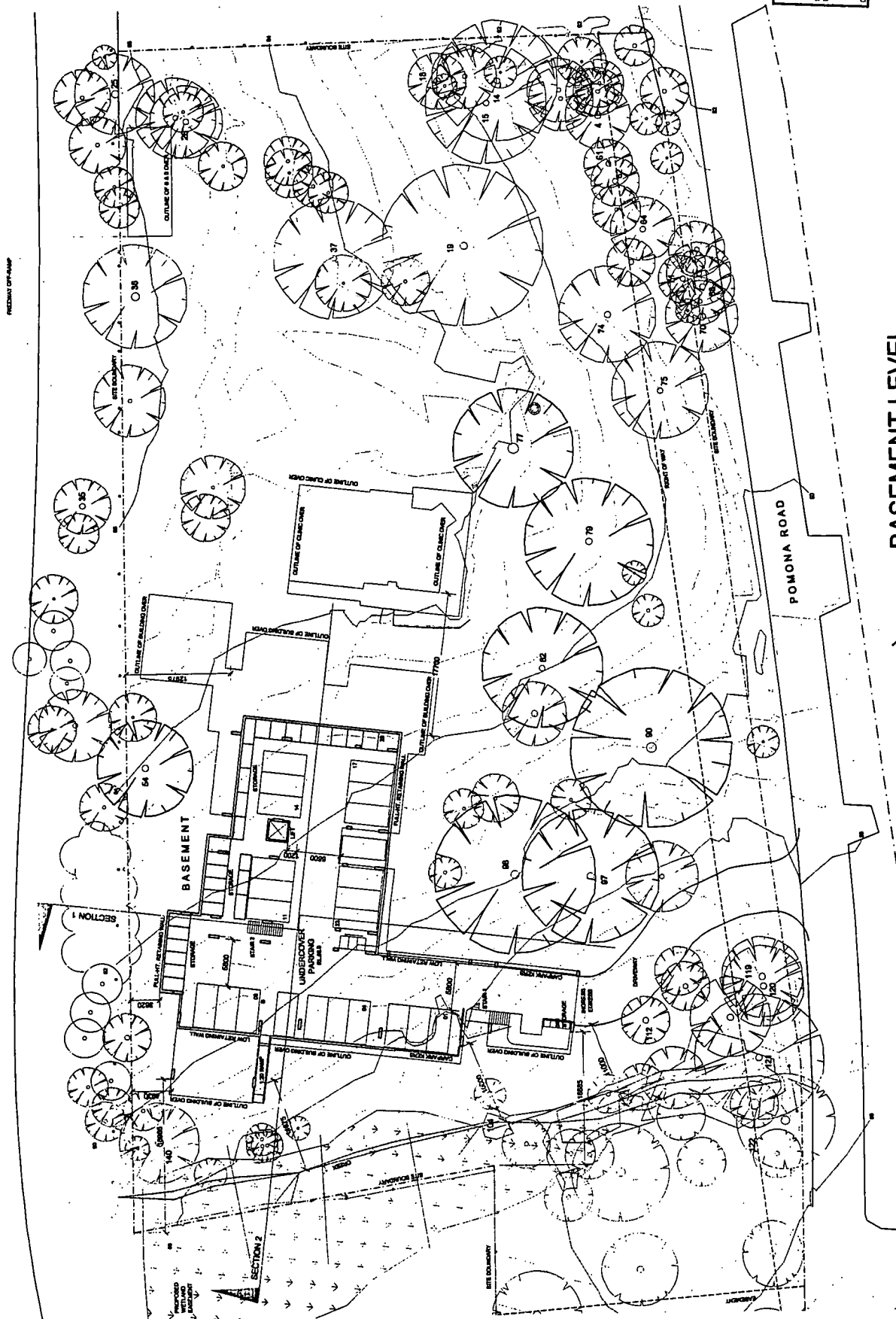

.....

Witness


.....

Name

SCHEDULE 1



ADELAIDE HILLS COUNCIL
 APPROVAL GRANTED BY A
 PROVISIONAL DEVELOPMENT
 PLAN CONSISTENT WITH
 SUBJECT TO CONDITIONS LISTED ON
 DECISION NOTIFICATION FORM NO.
 479 46/104
 DEVELOPMENT OFFICER



'AGED ACCOMMODATION - POMONA ROAD STIRLING'

SWANBURY PENGLASSE

250 WRIGHT ST ADELAIDE SA 5000 ACN 008 202 775 EMAIL: mail@swanburypenglasse.com

WEB SITE: www.swanburypenglasse.com PHONE 8212 2879 FAX 8212 3162

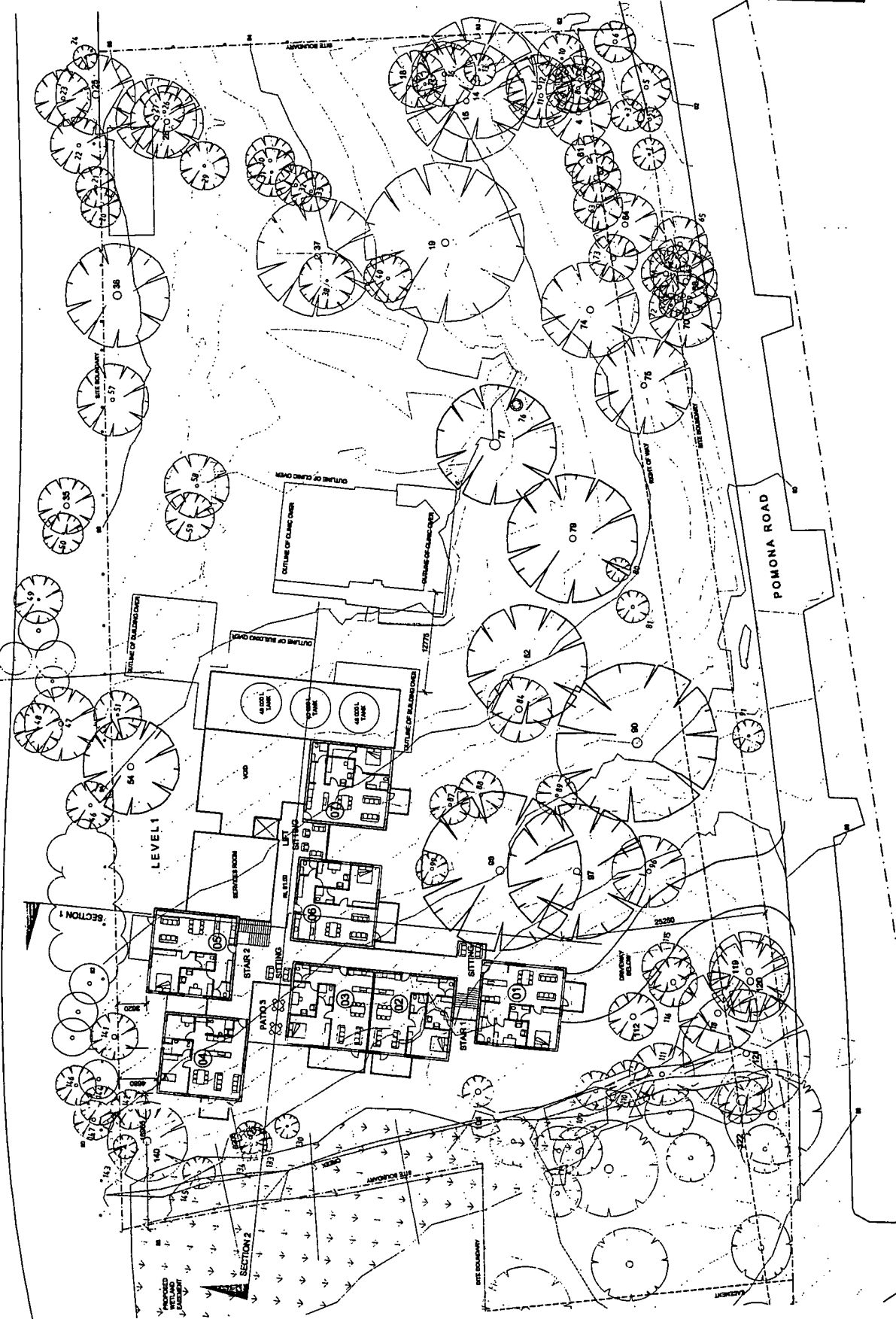
8 APRIL 2004

03017 SK106

BASEMENT LEVEL



PROPOSED DRIVEWAY



LEVEL 1



ADELAIDE HILLS COUNCIL
 APPROVAL GRANTED 14/2/17
 PROVISIONAL DEVELOPMENT 14/2/17
 PLANT CONSENT
 SUBJECT TO RESTRICTIONS LISTED ON
 DECISION INSTRUMENT FORM 101
 472 451 14/2/17
 DEVELOPMENT OFFICER A



'AGED ACCOMMODATION - POMONA ROAD STIRLING'

ADELAIDE HILLS
 REGIONAL GRANT
 PROVISIONAL DRIVE
 PLAN C 1000000
 SUBJECT TO CONSTRUCTION
 DECISION NOTIFICATION FORM
 479 45 174
 DEVELOPMENT OFFICER



03017 SK410

8 APRIL 2004

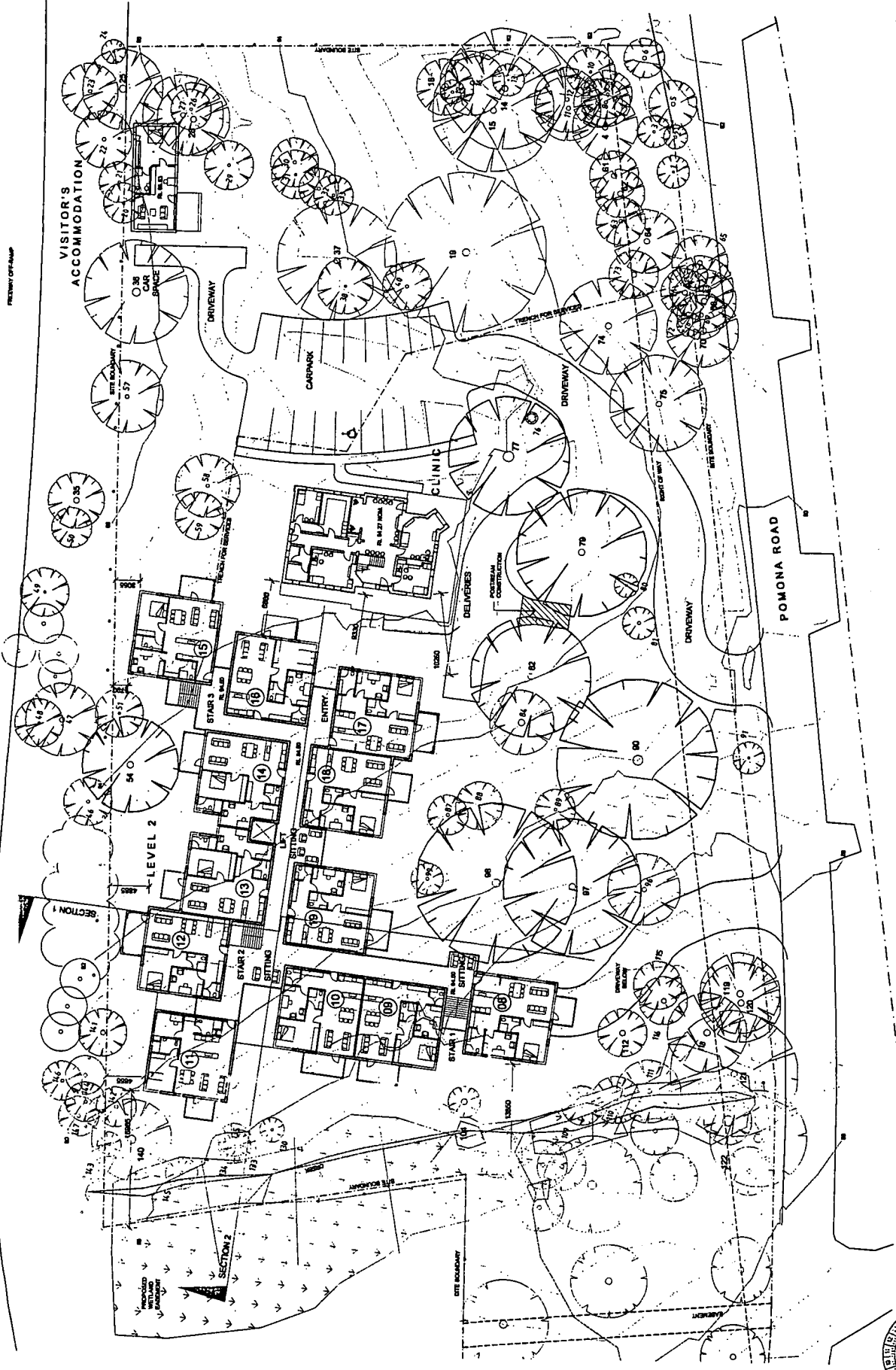
PHONE 8212 2679 FAX 8212 3162

WEB SITE: www.swanburypenglase.com

EMAIL: mail@swanburypenglase.com

ACN 008 202 775

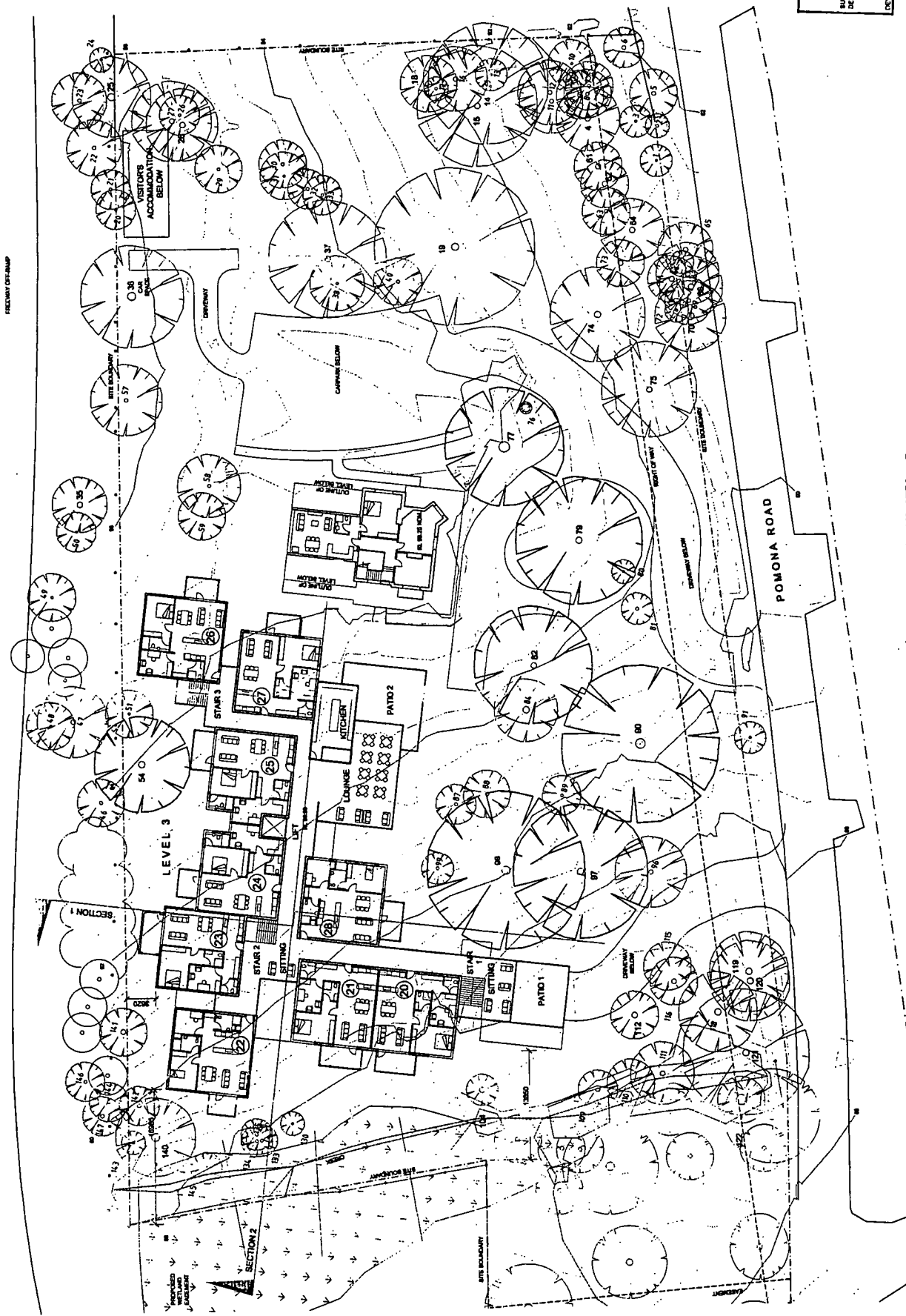
SWANBURY PENGLASE



LEVEL 2



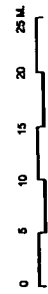
'AGED ACCOMMODATION - POMONA ROAD STIRLING'



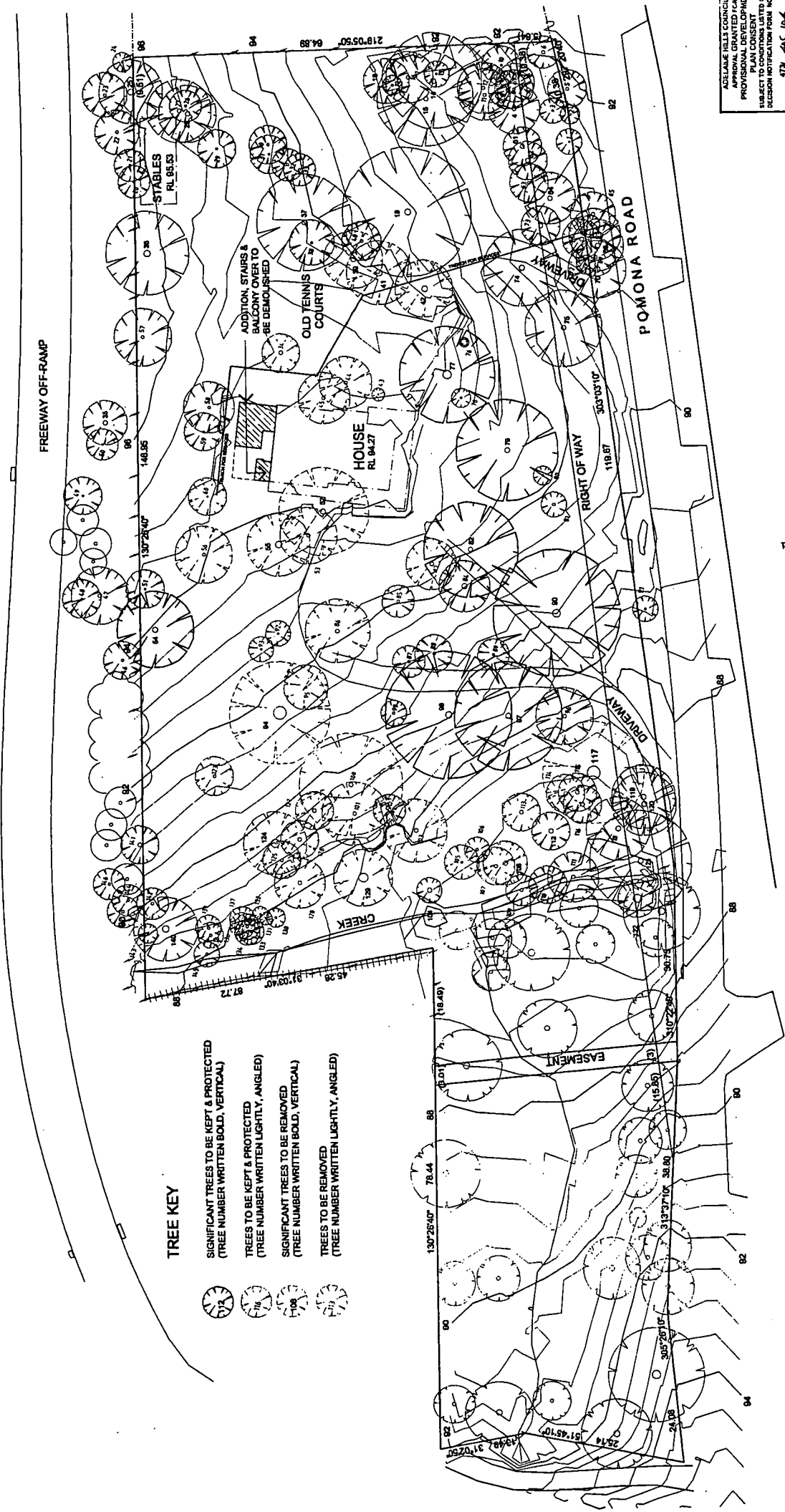
SWANBURY PENGLASE ARCHITECTS
 473 465 07
 DEVELOPER: [unclear]







LEVEL 3



'AGED ACCOMMODATION - POMONA ROAD STIRLING'



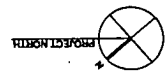
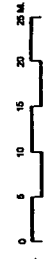
TREE KEY

-  SIGNIFICANT TREES TO BE KEPT & PROTECTED
(TREE NUMBER WRITTEN BOLD, VERTICAL)
-  TREES TO BE KEPT & PROTECTED
(TREE NUMBER WRITTEN LIGHTLY, ANGLED)
-  SIGNIFICANT TREES TO BE REMOVED
(TREE NUMBER WRITTEN BOLD, VERTICAL)
-  TREES TO BE REMOVED
(TREE NUMBER WRITTEN LIGHTLY, ANGLED)

ADELAIDE HILLS COUNCIL
 LOCAL GOVERNMENT
 PROVISIONAL DEVELOPMENT
 PLAN CONSENT
 SUBJECT TO CONDITIONS LISTED ON
 DECISION NOTIFICATION FORM NO.
 479 4A 104
 DEVELOPMENT OFFICER: B



EXISTING SITE PLAN



'AGED ACCOMMODATION - POMONA ROAD STIRLING'

SWANBURY PENGLASE

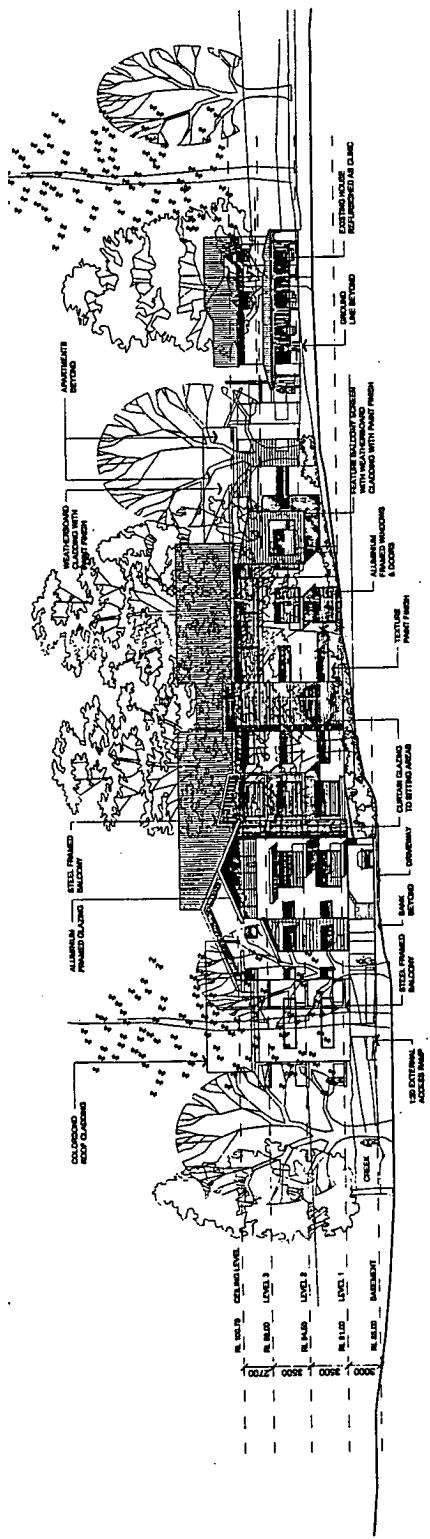
250 WRIGHT ST ADELAIDE SA 5000

ACN 008 202 775 EMAIL: mail@swanburypenglase.com WEB SITE: www.swanburypenglase.com

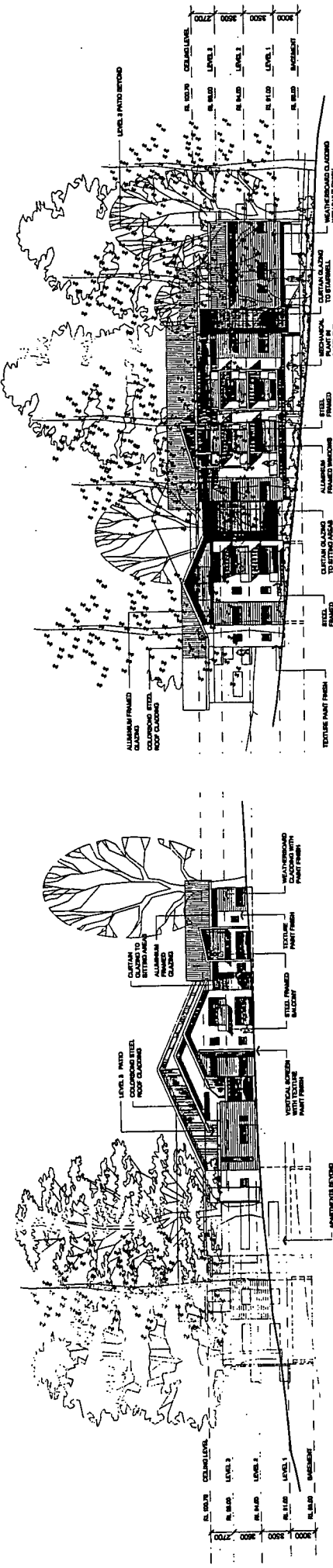
PHONE 8212 2679 FAX 8212 3162

8 APRIL 2004

03017 SK110

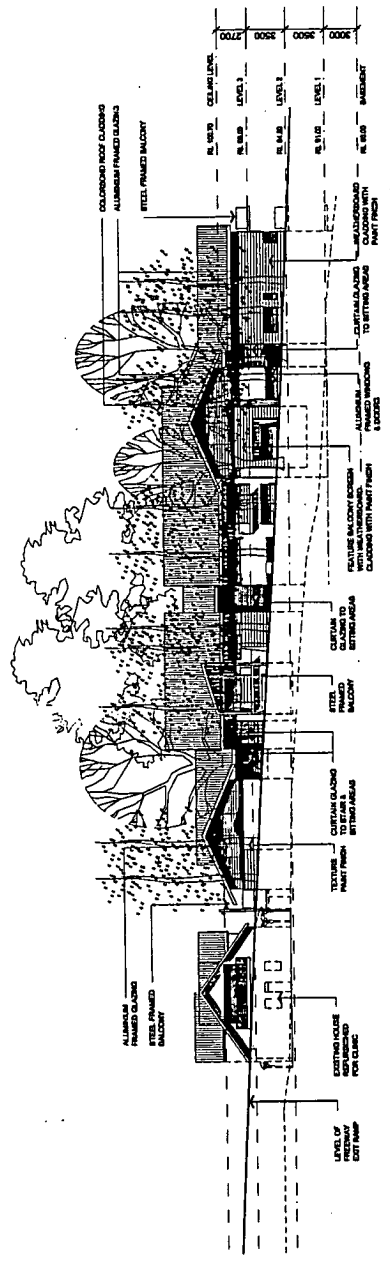


SOUTH ELEVATION

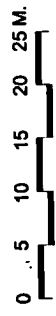


EAST ELEVATION

WEST ELEVATION



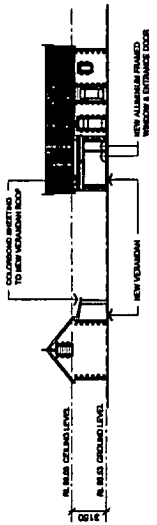
NORTH ELEVATION



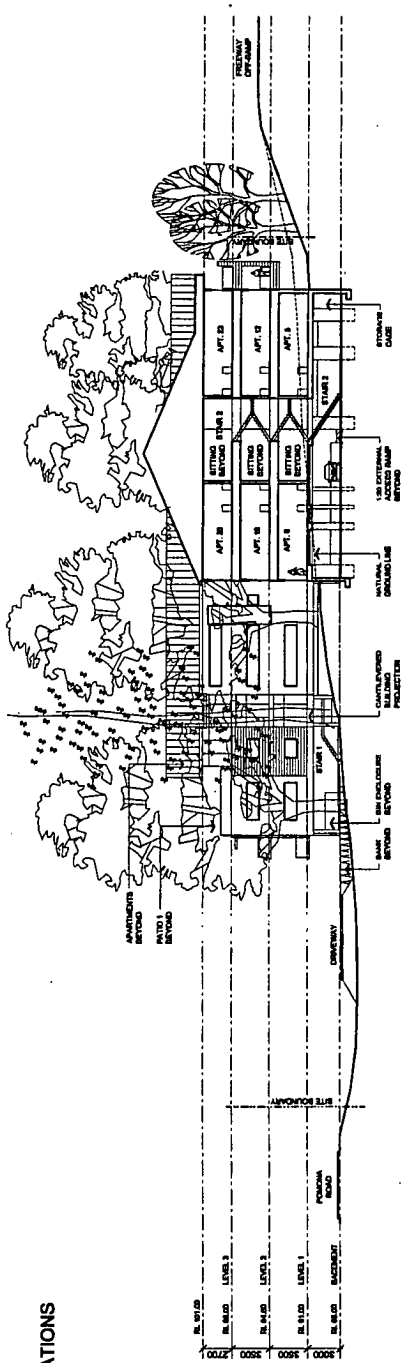
ADELAIDE HILLS COUNCIL
 APPROVAL GRANTED FOR A
 PROVISIONAL DEVELOPMENT
 PLAN FOR THE
 PROJECT TO CONDITIONS LISTED IN
 SUBJECT TO CO-CONDITIONS LISTED IN
 DECISION IDENTIFICATION 304 INC.
 479 465 BY
 DEVELOPMENT OFFICER



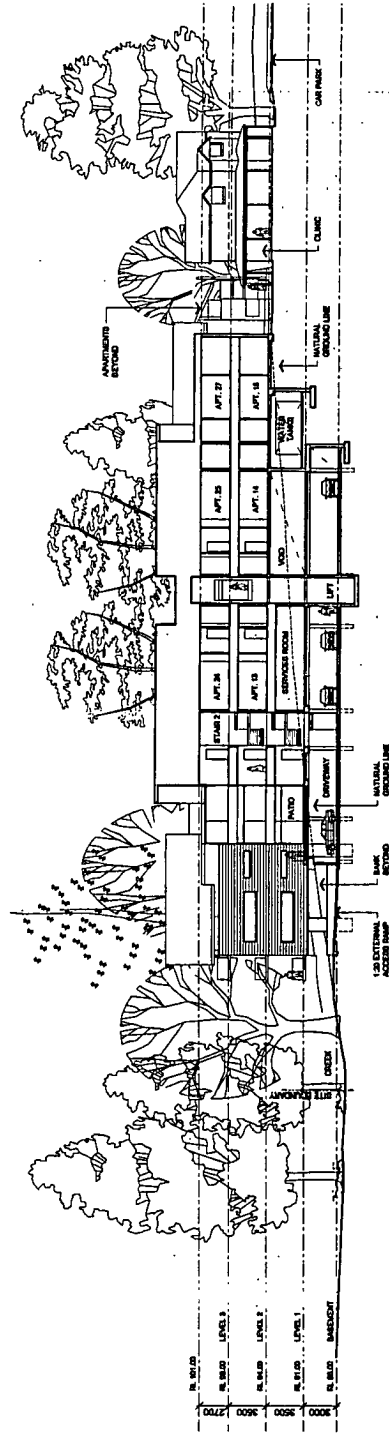
AGED ACCOMMODATION - POMONA ROAD, STIRLING : ELEVATIONS



VISITOR'S ACCOMMODATION ELEVATIONS



SECTION 1



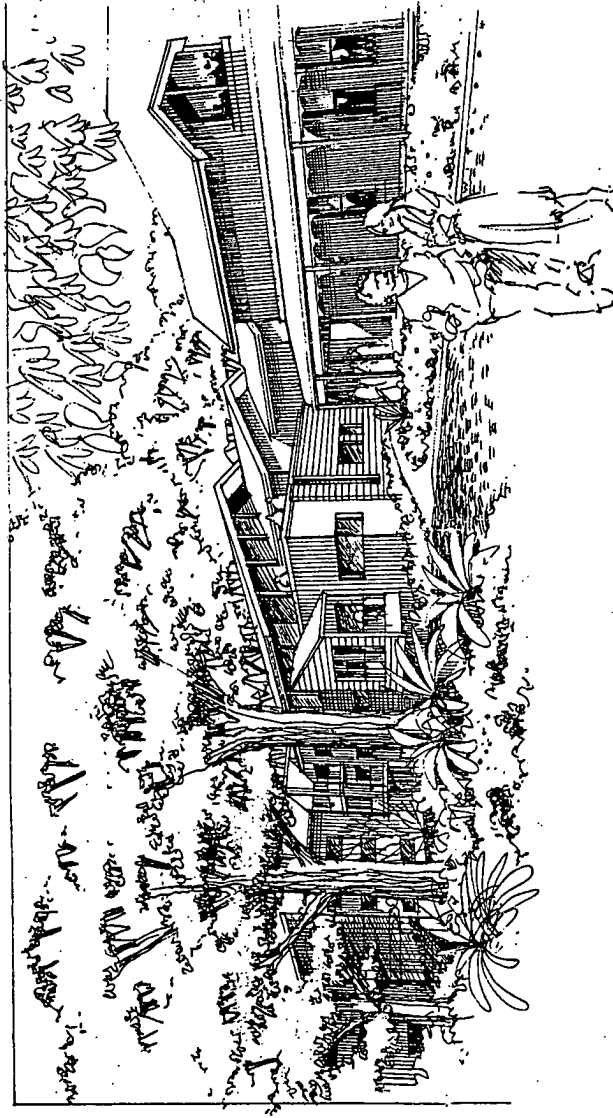
SECTION 2

SECTIONS & ELEVATIONS



ADELAIDE REELS COUNCIL
 APPROVAL GRANTED FOR
 PROJECT PLAN FOR VISITOR'S
 PLAN CONSENT
 SUBJECT TO CONDITIONS LISTED ON
 DECISION NOTIFICATION FORM NO.
 4729 465 109
 DEVELOPMENT OFFICER *R*





VIEW FROM EXISTING HOUSE

ADELAIDE HILLS COUNCIL
 APPROVED FOR THE
 PROVISIONAL DEVELOPMENT
 PLAN CONSENT
 SUBJECT TO CONDITIONS LISTED ON
 DECISION NOTIFICATION FORM NO.
 479 4/1/04
 DEVELOPMENT OFFICER, A.



AGED ACCOMMODATION - POMONA ROAD, STIRLING

SWANBURY PENGLASE

250 WRIGHT ST ADELAIDE SA 5000. ACN 008 202 775 EMAIL: mail@swanburypenglase.com WEB SITE: www.swanburypenglase.com PHONE 8212 2679 FAX 8212 3162

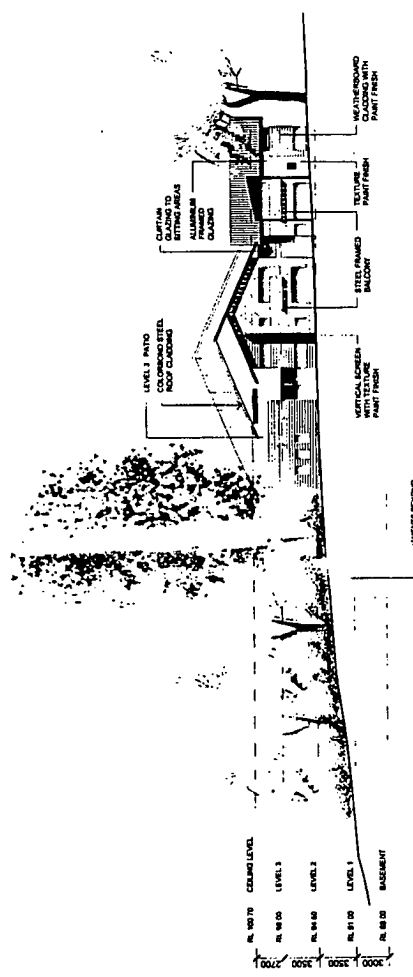
7 April 2004

03017 SK115





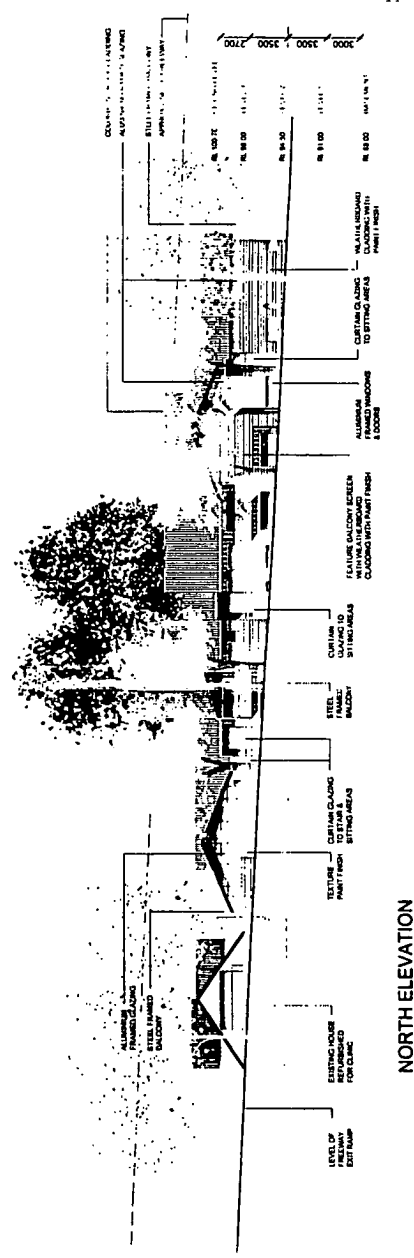
SOUTH ELEVATION



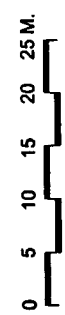
EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



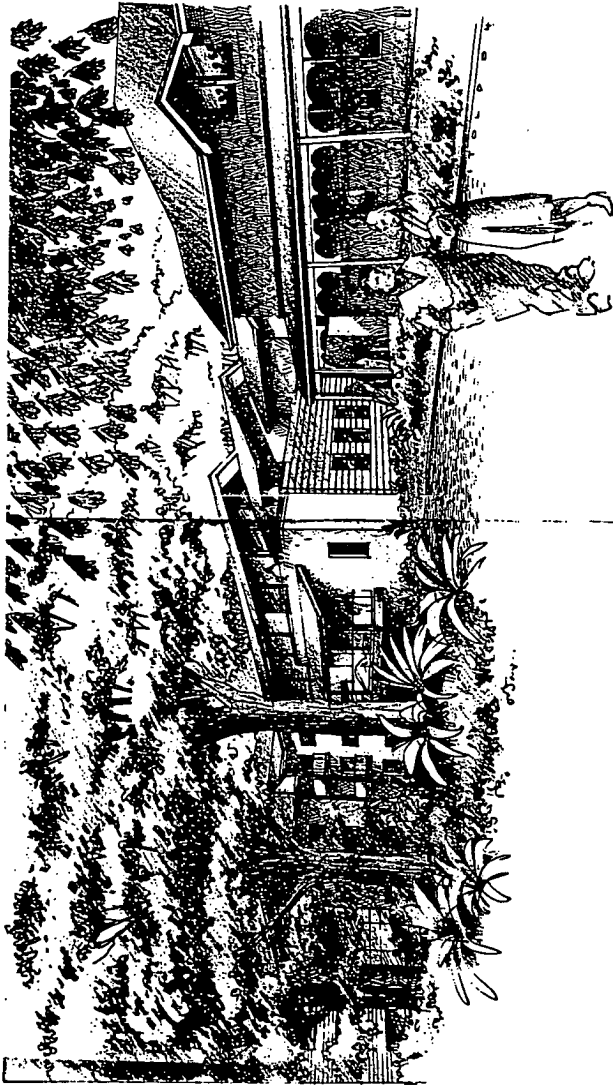
0 5 10 15 20 25 M.

IC 17 AUG 2004
P110

CLARE HILLS COUNCIL
APPROVAL GRANTED FOR
PROVISION OF DEVELOPMENT
PLAN CONDITIONS LISTED ON
PROJECT TO CONDITIONS LISTED ON
APPROVAL IDENTIFICATION FORM NO.
473 457



AGED ACCOMMODATION - POMONA ROAD, STIRLING : ELEVATIONS



VIEW FROM EXISTING HOUSE

ADELAIDE CITY COUNCIL
 APPROVAL GRANTED FOR
 PROVISIONAL DEVELOPMENT
 PLAN CONSENT
 SUBJECT TO CONDITIONS LISTED ON
 DECISION NOTIFICATION FORM NO:
 479 4/17/04
 DEVELOPMENT OFFICER: [Signature]

IC / 17 AUG 2004
 File



AGED ACCOMMODATION - POMONA ROAD, STIRLING

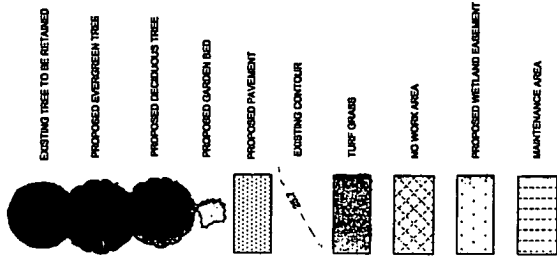
SWANBURY PENGLASE

250 WRIGHT ST ADELAIDE SA 5000 ACN 008 202 775 EMAIL: mail@swanburypenglase.com WEB SITE: www.swanburypenglase.com PHONE 8212 2879 FAX 8212 3182

20 July 2004

03017 SK 119

LEGEND



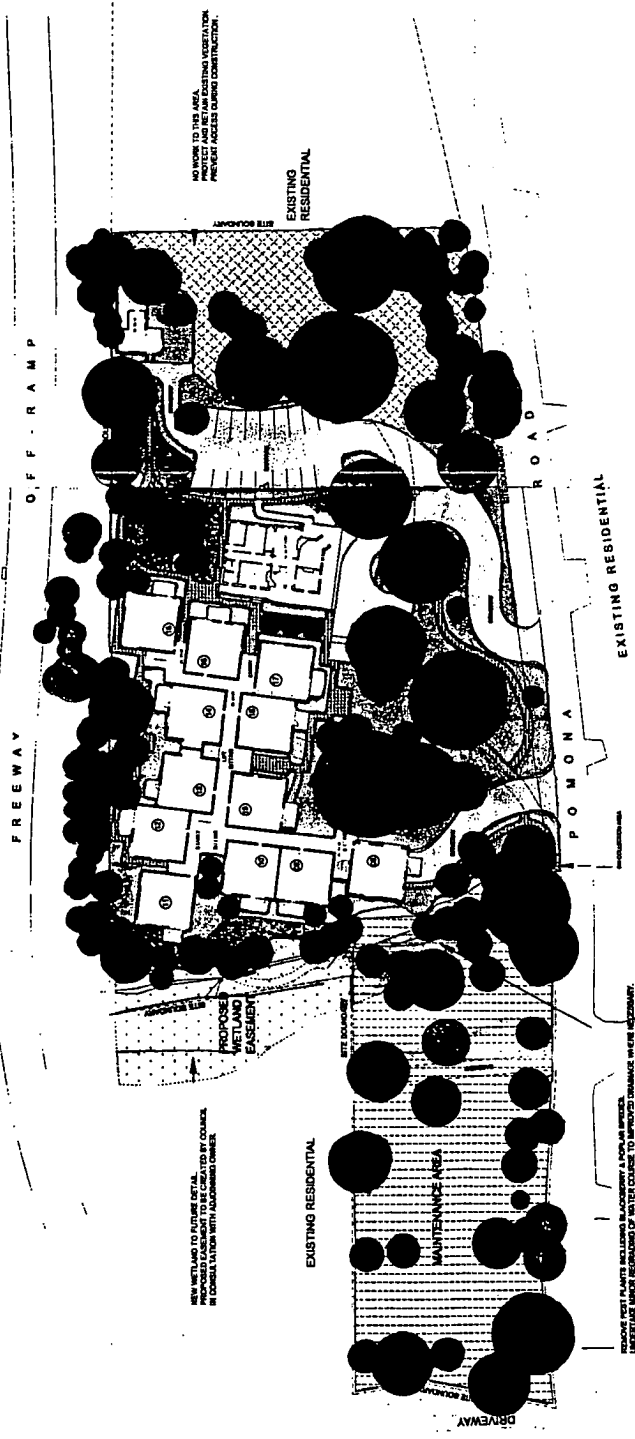
SUGGESTED SPECIES LIST

Botanical Name	Common Name
<i>Myrica</i>	Golden Rush Tree
<i>Ulmus glaberrimus</i>	Upright Ornamental Pear
<i>Quercus laevis</i>	Over White Myrtle
<i>Quercus macrocarpa</i>	Small-leaf Casahuate
<i>Quercus</i>	China
<i>Quercus</i>	Over Corner
<i>Quercus</i>	Black Amber Lily
<i>Quercus</i>	Scaley Tree Fern
<i>Quercus</i>	Flax Tree Fern
<i>Quercus</i>	Woolly Grevillea
<i>Quercus</i>	Native Sarracenia
<i>Quercus</i>	Lavender
<i>Quercus</i>	Cushion Bush
<i>Quercus</i>	Spiny-head Blue-Rush
<i>Quercus</i>	Native Sarracenia Tree
<i>Quercus</i>	Creeping Boabab
<i>Quercus</i>	Dwarf NZ Fern
<i>Quercus</i>	Large Leaf Photo
<i>Quercus</i>	Castor Station
<i>Quercus</i>	Blackwood
<i>Quercus</i>	Pink Gum
<i>Quercus</i>	SA Blue Gum
<i>Quercus</i>	Marine Gum
<i>Quercus</i>	Blowhard
<i>Quercus</i>	Thorn
<i>Quercus</i>	Golden Wattle
<i>Quercus</i>	Swaino Wattle
<i>Quercus</i>	Christmas Bush
<i>Quercus</i>	Native Sarracenia
<i>Quercus</i>	Leafy Birch
<i>Quercus</i>	Sticky Hog Bush
<i>Quercus</i>	Sedge
<i>Quercus</i>	Native Sarracenia
<i>Quercus</i>	Blowhard
<i>Quercus</i>	Native Sarracenia
<i>Quercus</i>	Marine Gum
<i>Quercus</i>	Sedge
<i>Quercus</i>	Kooby Club Rush

ADELAIDE HILLS COUNCIL
 PROVISIONAL DEVELOPMENT
 PLAN CONSENT
 SUBJECT TO CONDITIONS LISTED ON
 DECISION NOTIFICATION FORM NO: 479 4/5 107
 DEVELOPMENT OFFICER: [Signature]
 17 AUG 2009



03017-SK120



**LANDSCAPE CONCEPT PLAN
 'AGE ACCOMMODATION - POMONA ROAD, STIRLING'**

SWANBURY PENGLASE 250 WRIGHT ST ADELAIDE SA 5000 ACN 008 202 775 EMAIL: mail@swanburypenglass.com WEB SITE: www.swanburypenglass.com PHONE 8212 2678 FAX 8212 3162

SCALE 1:500 @ A1



22/07/04

SCHEDULE 2

PLANT SCHEDULE

KEY BOTANICAL NAME	COMMON NAME	INSTALLATION	MATURE SIZE	QUANTITY
DECIDUOUS TREES				
Ai Acacia Inermis	Acacia Inermis	300mm Cal. 2.5m	8m	6
Ch Castanopsis	Castanopsis	300mm Cal. 2.5m	10m	4
Co Casahuate	Casahuate	300mm Cal. 2.5m	15m	14
Zi Zelkova serrata	Zelkova serrata	300mm Cal. 2.5m	8m	8
EVERGREEN TREES				
Ec Eucalyptus globulus	Port Jackson Pine	300mm	8m	4
Er Eucalyptus robusta	Meersburg Shinybark	300mm	30m	11
Eu Eucalyptus	Ribbon Gum	300mm	10m	12
			30m	1
			Total	70

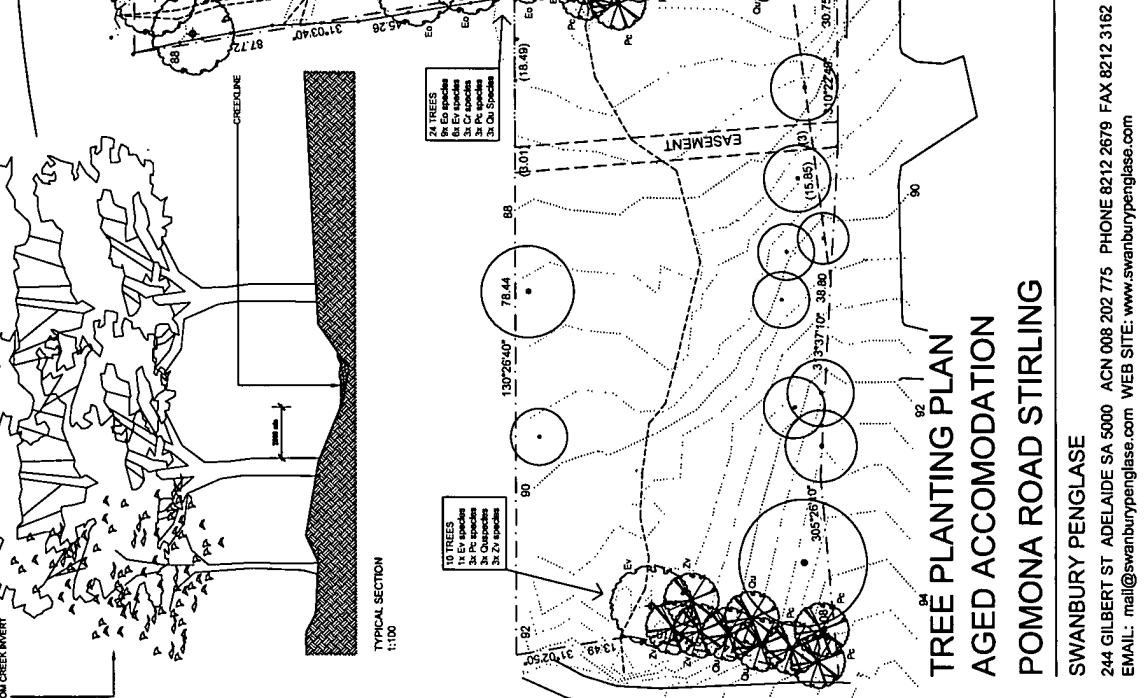
NOTE:
 PLANTING SETOUT
 shall be in accordance with the specifications for setout of service locations and are to be confirmed on site.
 It is the responsibility of the client to ensure that the site is suitable for the proposed services.
 All dimensions are in meters unless otherwise stated. Check to verify the location of all services with the appropriate authority prior to commencing any construction.

LEGEND

- EXISTING TREE TO BE RETAINED
- PROPOSED EVERGREEN TREE
- PROPOSED DECIDUOUS TREE



TYPICAL SECTION
1:100



NO.	DATE	REVISION
1	20/07/07	ISSUED FOR TENDERS
2	20/07/07	PLANNING NOTE NUMERICAL ERROR CORRECTED
3	20/07/07	PROPOSED TREE SIZES ADDED
4	20/07/07	PROPOSED TREE SIZES ADDED
5	20/07/07	PROPOSED TREE SIZES ADDED
6	20/07/07	PROPOSED TREE SIZES ADDED
7	20/07/07	PROPOSED TREE SIZES ADDED
8	20/07/07	PROPOSED TREE SIZES ADDED
9	20/07/07	PROPOSED TREE SIZES ADDED
10	20/07/07	PROPOSED TREE SIZES ADDED
11	20/07/07	PROPOSED TREE SIZES ADDED
12	20/07/07	PROPOSED TREE SIZES ADDED
13	20/07/07	PROPOSED TREE SIZES ADDED
14	20/07/07	PROPOSED TREE SIZES ADDED
15	20/07/07	PROPOSED TREE SIZES ADDED
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17	20/07/07	PROPOSED TREE SIZES ADDED
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66	20/07/07	PROPOSED TREE SIZES ADDED
67	20/07/07	PROPOSED TREE SIZES ADDED
68	20/07/07	PROPOSED TREE SIZES ADDED
69	20/07/07	PROPOSED TREE SIZES ADDED
70	20/07/07	PROPOSED TREE SIZES ADDED

TREE PLANTING PLAN
AGED ACCOMMODATION
POMONA ROAD STIRLING

SWANBURY PENGLASE
 244 GILBERT ST ADELAIDE SA 5000 ACN 008 202 775 PHONE 8212 2679 FAX 8212 3162
 EMAIL: mail@swanburypenglase.com WEB SITE: www.swanburypenglase.com

JUNE 2007
 PLOT DATE: 20/06/2007 5:17 PM
 FILE NAME: 03017 \$ 129 C.dwg

03017/SK129 E

Appendix 3

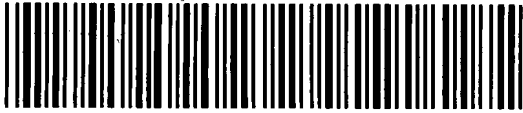
*Variation LMA for 3 Pomona Road (agreed by Council
13 August 2013)*

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

Orig. VA 12221145



10:50 29-Oct-2014

1 of 1

Fees: \$152.00

VA
Series No.

BELOW THIS LINE FOR AGENT USE ONLY

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Solicitor/Registered Conveyancer/Applicant

AGENT CODE

Lodged by: **Norman Waterhouse** **NWAM**

Correction to: **Norman Waterhouse** **NWAM**
PSPIM00281571F03293682.DOCX

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

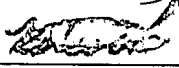
1.
2.
3.
4.

PLEASE ISSUE NEW CERTIFICATE(S) OF TITLE AS FOLLOWS

1.
2.
3.
4.

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM(S)	AGENT CODE

CORRECTION	PASSED KS
REGISTERED 18 NOV 2014 	



APPLICATION TO NOTE AMENDMENT OF
LAND MANAGEMENT AGREEMENT
(Pursuant to s 57(8) of the *Development Act 1993*)

To the Registrar-General:

1. Land Management Agreement No 10923983 dated 10 March 2008 (**Agreement**) is noted against the whole of the land comprised in Certificate of Title Volume 6127 Folio 47 (**Land**) pursuant to s 57(5) of the *Development Act 1993* (**Act**).
2. The Agreement has been amended by the attached supplementary agreement dated 22 October 2014 (**Amendment**).
3. **Adelaide Hills Council** of 28 Main Street Woodside SA 5244 applies pursuant to s 57(8) of the Act to note the Amendment against the Land.

Date: 22 October 2014


Signed for Adelaide Hills Council by its authorised delegate pursuant to section 20 of the *Development Act 1993* in the presence of:

Karen Savage
Signature of witness

KAREN SAVAGE
Name of witness (print)

c/o ADELAIDE HILLS COUNCIL
Address of witness
PO BOX 44 WOODSIDE
SA 5244

Business Hours Telephone Number (08) 8408 0522


Signature of authorised delegate

~~Deryn Atkinson~~ Vanessa Nixon
Name of authorised delegate

Manager
Acting Director Strategy & Development Services
Position held by authorised delegate

SUPPLEMENTARY AGREEMENT

ADELAIDE HILLS COUNCIL

POMONA ROAD STIRLING PTY LTD ACN 169 267 430

**Norman
Waterhouse**
LAWYERS

Level 15, 45 Pirie Street
Adelaide SA 5000
Telephone + 61 8 8210 1200
Fax + 61 8 8210 1234
www.normans.com.au

DATE 22 October 2014

PARTIES

Adelaide Hills Council of 28 Main Street Woodside SA 5244 (Council)

Pomona Road Stirling Pty Ltd ACN 169 267 430 of 6 Cheltenham Street Highgate SA 5063 (Owner)

BACKGROUND

- A. The Council and the former owner of the Land entered into the Land Management Agreement pursuant to section 57 of the Act (**Land Management Agreement**).
- B. The Owner is, or is entitled to be, the current registered proprietor of the Land.
- C. According to section 57(7) of the Act, the Land Management Agreement is binding on the Owner.
- D. The Land Management Agreement operates to regulate landscaping on the Land (together with other adjoining land not subject to this Supplementary Agreement), including by way of retention of certain established trees and planting of additional trees and vegetation in accordance with the landscaping plan attached as Schedule 2 to the Land Management Agreement.
- E. Since acquiring the Land, the Owner has obtained development plan consent in relation to development application numbered 13/847/473 (**Application**) for a development on the Land described in the Application as "Mixed land use – two storey offices & dwellings, carparking, retaining walls, removal of one significant tree & five regulated Eucalyptus globules trees, fencing, water storage tanks & associated earthworks" (**Development**).
- F. The Development includes a comprehensive landscaping scheme which differs from the requirements of the Land Management Agreement as they apply to the Land.
- G. The Council and the Owner have agreed to amend clause 6 of the Land Management Agreement as it applies to the Land, by removing it and replacing it with a new clause 6 as set out in this Supplementary Agreement, and by making other consequential amendments.
- H. The Council and the Owner have agreed to amend the Land Management Agreement and to apply to the Registrar-General to enter a note to amend the Land Management Agreement against the instrument of title to the Land pursuant to section 57(8) of the Act.

AGREED TERMS1. **DEFINITIONS AND INTERPRETATION**1.1 **Definitions**

In this agreement:

RevenueSA - Stamp Duty - ABN 19 040 349 865 ©	
RevNetID/PRA Bundle No.:	131451723
Orig/Copy	1 of/with 2 copies
Consideration/Value/Security:	\$ 0.00
SA Proportion (if applicable):	\$
SD: \$	LTO Fees: \$
Int: \$	Pen/Add Tax: \$
Signature: <i>B. Bourne</i>	Date: 24/10/14

Act means the *Development Act 1993 (SA)*.

Land means the whole of the land comprised in Certificate of Title Volume 6127 Folio 47 commonly known as 7 Pomona Road Stirling and any part or parts of it.

Land Management Agreement means the registered agreement numbered 10923983 dated 10 March 2008 between the Council and the Owner in respect of the Land.

Tree Removal Plan means the plan prepared by Martin Goostrey & Associates titled "Sheet 18 of 20 Planting Adjustments" and dated 4 June 2014, as attached to this Supplementary Deed and marked Annexure 1.

Landscaping Plans means the plans prepared by Outerspace Landscape Architects, Project OS433, Drawing Numbers LP01 and LP02 Revision A, as attached to this Supplementary Deed and marked Annexure 2.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to the Owner includes each person registered or entitled to be registered as a proprietor of an estate in fee simple of the Land;
- 1.2.6 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or 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 severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;

- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.13 an expression defined in the Act has the meaning given by the Act at the date of this agreement.

1.3 **Background**

The Background forms part of this agreement and is correct.

1.4 **Legislation**

The requirements of this agreement are to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. **AMENDMENT OF LAND MANAGEMENT AGREEMENT**

The Owner and the Council agree that:

- 2.1 the Land Management Agreement remains in force except as varied by this agreement;
- 2.2 as far as possible, the Land Management Agreement and this Supplementary Agreement are to be read together, but this Supplementary Agreement is to prevail to the extent of any inconsistency;
- 2.3 the Land Management Agreement is varied by:
 - 2.3.1 amending clause 2.7 to read:

"The term "the Trees and Vegetation" shall mean the trees and other vegetation as depicted on the Landscaping Plan contained in Annexure 2 to this Supplementary Deed."
 - 2.3.2 deleting clause 6 in its entirety (including headings) and replacing it with the following clause:

"6. Landscaping

In the course of the Development, the Owner must ensure that:

 - 6.1 *all existing trees on the Land are retained, except where indicated on the Tree Removal Plan;*
 - 6.2 *prior to occupation of the Development, landscaping is established on the Land strictly in accordance with the Landscaping Plans in all things."*
 - 2.3.3 in clauses 7, 8, 9 and 10 – replacing the terms "*the Trees*" and "*the Tree(s)*" wherever they appear, with the term "*the Trees and Vegetation*".

3. APPLICATION AND RESCISSION

- 3.1 The parties agree that the terms of this Supplementary Agreement will only apply in the event that the Application receives approval under the Act and the Owner decides to proceed with the Development.
- 3.2 In the event that the Application is not approved or the Owner decides not to proceed with the Development, the Council agrees that:
- 3.2.1 the terms of this Supplementary Agreement will not apply;
- 3.2.2 the requirements of the Land Management Agreement will continue to apply, with the time for planting of any trees being extended until 12 months after the lapse or cancellation of the development plan consent granted in relation to the Application.

4. APPLICATION TO REGISTRAR-GENERAL

The Council must lodge an Application to the Registrar-General to enter a note of amendment against the instruments of title to the Land pursuant to section 57(8) of the Act.

5. NOTATION OF THIS AGREEMENT

Each party must do and execute all acts documents and things necessary to ensure that as soon as possible after the execution of this agreement by all necessary parties this agreement is noted by the Registrar-General on the Certificates of Title for the Land pursuant to section 57(5) of the Act.

6. MISCELLANEOUS

6.1 Consideration

In consideration of the Owner's obligations under this agreement, the Council must pay to the Owner the sum of 10 cents if demanded.

6.2 Alteration

This agreement may be altered only by a supplementary agreement signed by each party.

6.3 Entire agreement

This agreement:

- 6.3.1 constitutes the entire agreement between the parties about its subject matter;
- 6.3.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

6.4 Governing law

- 6.4.1 This agreement is governed by the law in South Australia.

6.4.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts in South Australia.

7. COSTS

The Owner must pay to the Council on demand the Council's costs and expenses (including legal costs and expenses) of preparing, stamping and noting this agreement.

EXECUTED as an agreement

Signed for Adelaide Hills Council by its authorised delegate pursuant to section 20 of the *Development Act 1993* in the presence of:

Karen Sauvage
Signature of witness

KAREN SAUVAGE
Name of witness (print)

[Signature]
Signature of authorised delegate

Deryn Atkinson Vanessa Nixon
Name of authorised delegate

Manager Services
Position held by authorised delegate

C/O ADELAIDE HILLS COUNCIL

PO Box 44 WOODSIDE SA 5244

Address of witness

Business Hours Telephone Number (08) 8408 0522

Executed by Pomona Road Stirling Pty Ltd pursuant to section 127 of the *Corporations Act 2001*

[Signature]
Signature of Director

SEBASTIAN BELLOSQUARDO
Name of Director (print)
or

[Signature]
Signature of Director/Company Secretary
(Please delete as applicable)

RAY D'ALESSANDRO
Name of Director/Company Secretary (print)

Signature of Sole Director and Sole Company Secretary

Name of Sole Director and Sole Company Secretary (print)

The SOUTH AUSTRALIAN WATER CORPORATION of 250 Victoria Square Adelaide,
South Australia 5000 as successor to the Minister for Infrastructure pursuant to V8971645
and being entitled to be the registered proprietor of the said easement (vide DP92777)
CONSENT to the within agreement

SIGNED for and on behalf of the
SOUTH AUSTRALIAN WATER CORPORATION
by a person duly authorised by an Instrument
of Authority dated ~~8th February 2007~~ 12th December 2013


.....

Kris Hassiotis
.....
(Print Full name)

Property Services Manager, the person duly
Authorised by the above Instrument, in
the presence of

Witness 
(Signature)

Witness **Christos Kalatzis**
(Print Full name)

Title/Position **Property Consultant**
.....

Address C/- SA Water Corporation
GPO Box 1751, Adelaide SA 5001

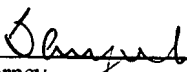
Telephone No: **08 7424 1427**
.....

WESTPAC BANKING CORPORATION being a person with a legal interest in the Land by registered mortgage no. 12132078 consents to the Owner entering into this agreement.

Executed by Westpac Banking Corporation
ABN 33 007 457 141
by its Tier Three Attorney

PAUL SAWCZENKO

pursuant to Power of Attorney
Registered Number 9037336 of which she/he
holds no notice of the revocation.



Signature of Attorney




Signature of Witness
ROGER DAVID CAMPBELL

Full Name of Witness
97 King William Street ADELAIDE SA 5000
Address

Telephone No. 8424 4110

The Owner certifies pursuant to section 57(4) of the Act that no other person has a legal interest in the Land.

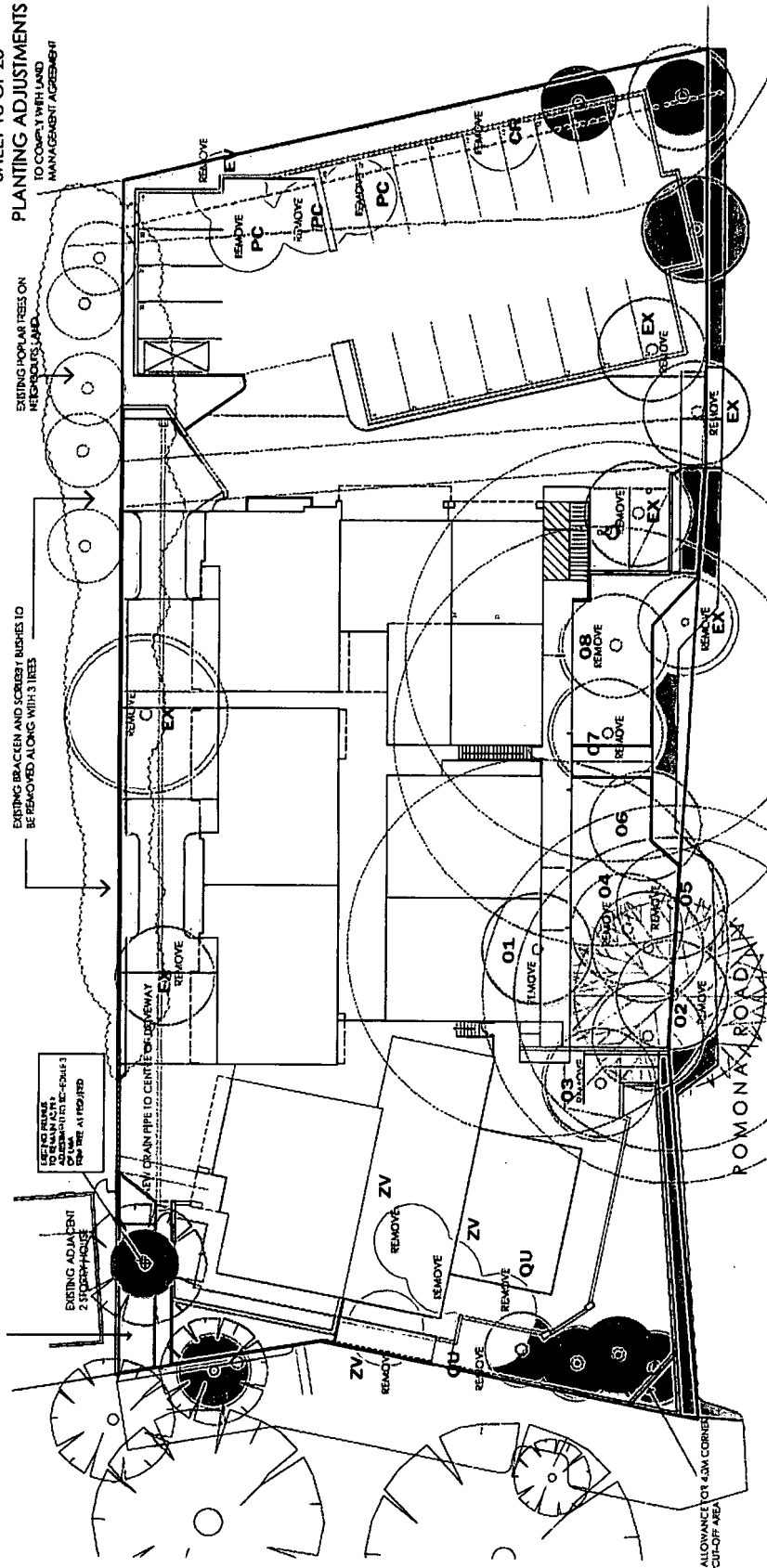

Pomona Road Stirling Pty Ltd


R. Baloguard

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ANNEXURE 1 – TREE REMOVAL PLAN

SHEET 18 OF 20
PLANTING ADJUSTMENTS
 TO COMPLY WITH LAND
 MANAGEMENT AGREEMENT



- REMOVE 01 TREES NOTED 01, 08 AS PER ARBORIST REPORT 'EUCALYPTUS GLOBULUS' TO BE REMOVED
- REMOVE ZV TREES NOTED 'ZY' AS PER LMA ZEIKOVA SERRATA (JAPANESE TILLOVA)
- REMOVE QU TREES NOTED 'QU' QUERCUS FALCATUS (PINE OAK)
- REMOVE QU TREES NOTED 'QU' QUERCUS FALCATUS (PINE OAK)
- REMOVE PC TREES NOTED 'PC' FOR CARTIUM TOLANTOLEP OR 'PR' OAK TO BE REPLACED
- REMOVE CR TREES NOTED 'CR' CALLISTIS RHOMBOIDEA 'POPE JACKSON PINE' TO BE REPLACED
- REMOVE EX TREES NOTED AS EXISTING ON LMA TO BE REMOVED AND REPLACED BY REPORT RECOMMENDED TREES REPORT - SEE NEW SCHEDULE SHEET 3
- REMOVE EV DETRIMO TREES FOR LMA

mardin
goostrey & associates pty ltd
 11/110 WILSON STREET
 CLIVE VIC 3202
 PHONE: 033 377 00 00
 FAX: 033 377 00 00
 WEBSITE: 033 377 00 00
 GPO BOX 104 305
 CLIVE VIC 3202
 © COPYRIGHT RESERVED

PROPOSED DEVELOPMENT FOR POMONA ROAD STIRLING
 FOR: ALDINGA SHORES HOLDINGS PTY LTD, ASSENE

ANNEXURE 2 – LANDSCAPING PLANS

Appendix 4

*LMA for 5 Pomona Road (agreed by Council 24 January
2017)*

Orig. **AG 13038239**



13:19 14-Dec-2018
3 of 3

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**APPLICATION TO NOTE LAND
MANAGEMENT AGREEMENT**
(Pursuant to s 57(5) of the *Development Act 1993*)

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

SERIES NO	PREFIX
3	AG

AGENT CODE

LODGED BY: WAL
Norman Waterhouse Lawyers

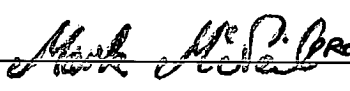

NWAM

CORRECTION TO:
Norman Waterhouse Lawyers
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NWAM

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1
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CORRECTION	PASSED
	<u>MY</u>
REGISTERED 31/12/18	
 	

APPLICATION TO NOTE LAND MANAGEMENT AGREEMENT

(Pursuant to s 57(5) of the *Development Act 1993*)

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

To the Registrar-General:

1. **Adelaide Hills Council (Council)** of PO Box 44, Woodside SA 5244 has entered into the attached Land Management Agreement dated *29/11/2018* (**Agreement**) with **Frances Woods** of 2/195 Esplanade, Seacliff SA 5049 and **Phillip Stanton Bennett** of 10 Graham Place, Prospect SA 5082, pursuant to s 57(2) of the *Development Act 1993* (SA) (**Act**).
2. The Agreement relates to the whole of the land comprised in Certificate of Title Volume 6127 Folio 48 (**Land**).
3. The Council applies pursuant to s 57(5) of the Act to note the Agreement against the Land. /

Date: *20 November 2018*

Signed for ADELAIDE HILLS COUNCIL
by its authorised delegate pursuant to
section 20 of the *Development Act 1993*
in the presence of:

Karen Savage
Signature of witness

KAREN SAVAGE
Name of witness (print)

PO BOX 44
WOODSIDE SA 5244
Address of witness

Business Hours Telephone Number *8408 0522*

D Atkinson /
Signature of authorised delegate

Deryn Patricia Atkinson /
Name of authorised delegate

Manager Development Services
Position held by authorised delegate

MU

2018/11/20

20

LAND MANAGEMENT AGREEMENT

ADELAIDE HILLS COUNCIL

and

FRANCES WOODS AND PHILLIP STANTON BENNETT

DATE 29 November 2018

PARTIES

ADELAIDE HILLS COUNCIL of PO Box 44, Woodside South Australia 5244 (**Council**)

FRANCES WOODS of 2/195 Esplanade, Seacliff SA 5049, and **PHILLIP STANTON BENNETT** of 10 Graham Place, Prospect SA 5082 (**Owner**)

BACKGROUND

- A. The Owner is the registered proprietor in fee simple of allotment 14 in Deposited Plan 92777 in the Area named Stirling, Hundred of Noarlunga which is comprised and described in Certificate of Title register book Volume 6127 Folio 48, hereinafter referred to as the land (**Land**).
- B. By Development Application Numbered 16/463/473 (**Application**) the Owner sought from the Council development authorisation to develop the Land by constructing storm water drainage infrastructure on the Land (**Infrastructure Works**).
- C. The Council and the Owner wish to retain and maintain seven existing trees located on the Land (**Trees**). The Trees comprise four trees identified as '*Trees to be retained*', and three trees identified as '*Regulated Trees*' on the attached plan (**Tree Identification Plan**) annexed hereto and marked **Annexure A**.
- D. In addition, the Owner agrees to undertake landscaping works in accordance with the landscape plan prepared by Outerspace Landscape Architects (**Landscape Plan**) annexed hereto and marked **Annexure B**.
- E. Pursuant to section 57(2) of the Act the Owner has agreed with the Council to enter into this agreement relating to the development, management, preservation or conservation of the Land.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this deed:

Act means the *Development Act 1993* (SA).

Application means development application numbered 16/463/473 for the construction of stormwater infrastructure works on the Land.

Business Day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Land means the whole of the land comprised in Certificate of Title Volume 6127 Folio 48 and includes any part or parts of it.

Planting Season means the months of March to August in any given year.

Planting Season means the months of March to August in any given year.

Qualified Arborist means a person with a Certificate 4 in Arboriculture, or an equivalent or higher qualification.

Tree Protection Zone means an area surrounding the Trees as determined by a Qualified Arborist and which generally incorporates the area shaded beige and marked 'Garden Mulch' on the Landscape Plan. The Tree Protection Zone is to be fenced with a 2.0 metre high chain mesh material displaying clearly legible signage with the words "Tree Protection Zone".

1.2. Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to the Owner includes each person registered or entitled to be registered as a proprietor of an estate in fee simple of the Land;
- 1.2.6 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 an agreement, representation, warranty or 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 severally;
- 1.2.9 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.10 a provision is not construed against a party only because that party drafted it;
- 1.2.11 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.12 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.13 an expression defined in the Act has the meaning given by the Act at the date of this agreement.

1.3. Background

The Background forms part of this agreement and is correct at the date of this agreement.

1.4. Legislation

The requirements of this agreement are to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. OPERATION OF THIS AGREEMENT

2.1. Clauses 3.7 and 3.8 of this Land Management Agreement shall not operate unless there is an operative development approval under the Act for the Application.

3. OWNER'S OBLIGATIONS

3.1. The Owner shall provide a copy of this agreement to any person commencing occupation of the Land, for a period of not less than 90 days, before commencement of that occupation.

Tree Preservation

3.2. The Owner shall retain and maintain the Trees in good health and condition at all times.

3.3. Prior to:

3.3.1. any earthworks, including any excavation, filling or service trenching; or

3.3.2. use of heavy machinery or equipment

on the Land, the Owner shall establish a Tree Protection Zone around the Trees to prevent damage to the root systems and canopies of the Trees, which Tree Protection Zone must be maintained for the duration of the relevant works or activity.

3.4. Within the Tree Protection Zone, the following activities are not permitted without the prior written advice from a Qualified Arborist (a copy of which advice must be provided to the Council on demand):

3.4.1. earthworks, including excavation, filling or service trenching;

3.4.2. use of heavy machinery or equipment;

3.5. The storage of materials, equipment or temporary buildings or facilities is not permitted within the Tree Protection Zone without the prior written consent of the Council.

3.6. In the event that any of the Trees dies or becomes seriously or irreversibly diseased or damaged, the Owner shall replace the said tree with an advanced tree of the same or similar species. Replacement must occur as soon as reasonably practical and in any event within the next Planting Season after:

3.6.1. observance that the said tree has died or become seriously or irreversibly diseased or damaged; or

- 3.6.2. receipt of a notice in writing from the Council that the said tree has, in the opinion of the Council (which opinion must be reasonably formed) died or become seriously or irreversibly diseased or damaged.

Landscaping

- 3.7. Unless otherwise agreed in writing by the Council, the Owner shall undertake planting in accordance with the Landscape Plan in the first planting season after the substantial completion of the development as approved in the Application.

- 3.8. In the event that any of the plants planted in accordance with the Application or this agreement dies or becomes seriously or irreversibly diseased or damaged, the Owner shall replace the said plant(s) with an advanced plant of the same or similar species. Replacement must occur as soon as reasonably practical and in any event within the next Planting Season after:

- 3.8.1. observance that the plant has died or become seriously or irreversibly diseased or damaged; or

- 3.8.2. receipt of a notice in writing from the Council that the said plant has, in the opinion of the Council (which opinion must be reasonably formed) died or become seriously or irreversibly diseased or damaged.

4. NOTATION OF THIS AGREEMENT

Each party must do and execute all acts documents and things necessary to ensure that as soon as possible after the execution of this agreement by all necessary parties this agreement is noted by the Registrar-General on the Certificate of Title for the Land pursuant to section 57(5) of the Act.

5. MISCELLANEOUS

5.1. Alteration

This agreement may be altered only by a supplementary agreement signed by the Council and the Owner.

5.2. Entire agreement

This agreement:

- 5.2.1. constitutes the entire agreement between the parties about its subject matter;
- 5.2.2. supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

5.3. Waiver

A waiver of a provision of or right under this agreement:

- 5.3.1. must be in writing signed by the party giving the waiver;
- 5.3.2. is effective only to the extent set out in the written waiver.

5.4. Survival

Each indemnity, obligation of confidence and other term capable of taking effect after the expiration or termination of this agreement, remains in force after the expiration or termination of this agreement.

5.5. Governing law

5.5.1. This agreement is governed by the law in South Australia.

5.5.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts in South Australia.

6. NOTICES

6.1. A notice, demand, consent, approval or communication under this agreement (**Notice**) must be:

6.1.1. in writing, in English and signed by a person authorised by the sender; and

6.1.2. hand delivered or sent by pre paid post to the recipient's address or specified below, as varied by any Notice given by the recipient to the sender, or affixed in a prominent position on the Land.

6.2. At the date of this agreement, the address and facsimile number for Notices to the Owner are:

Frances Woods

Address: 2/195 Esplanade, Seacliff SA 5049

Phillip Stanton Bennett

Address: 10 Graham Place, Prospect SA 5082

A Notice is deemed to be received:

6.2.1. if hand delivered or affixed in a prominent position on the Land, on delivery or affixing;

6.2.2. if sent by prepaid mail, seven Business Days after posting (or ten Business Days after posting if posting to or from a place outside Australia);

However if the Notice is deemed to be received on a day that is not a Business Day or after 5:00pm, the Notice is deemed to be received at 9:00am on the next Business Day.

7. COSTS

5.1 The Owner must pay the reasonable costs (including legal fees and disbursements) of preparing this Land Management Agreement and any documents required by this Land Management Agreement and having this Land Management Agreement noted on the Certificate of Title for the Land.

EXECUTED as an agreement

Signed for the **ADELAIDE HILLS COUNCIL** by its authorised delegate pursuant to section 20 of the *Development Act 1993* in the presence of:

Karen Savage
Signature of witness

KAREN SAVAGE
Name of witness (print)

PO Box 44
WOODSIDE SA 5244
Address of witness

Business Hours Telephone Number **8408 0522**

D Atkinson
Signature of authorised delegate

Deryn Patricia Atkinson
Name of authorised delegate

Manager Development Services
Position held by authorised delegate

Executed by
FRANCES WOODS
at *ADELAIDE*
on the *29th* day of *NOVEMBER* 2018
Before me:

FW

[Signature]
HILARY ANNA RIDDLE

Executed by
PHILLIP STANTON BENNETT
at *ADELAIDE*
on the *27th* day of *NOVEMBER*, 2018
Before me:

[Signature]

[Signature]
HILARY ANNA RIDDLE

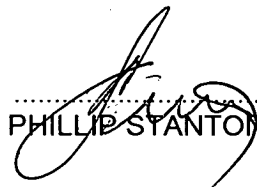
WESTPAC BANKING CORPORATION being a person with a legal interest in the land by virtue of a mortgage registered number 9580992 hereby consents to **FRANCES WOODS** and **PHILLIP STANTON BENNETT** entering into this Land Management Agreement.

Not applicable.

The Owner certifies pursuant to section 57(4) of the Act that no other person has a legal interest in the Land.



FRANCES WOODS



PHILLIP STANTON BENNETT



Signature of witness

HARRY ANNA RIDDLE

Name of witness (print)



Signature of witness

HARRY ANNA RIDDLE

Name of witness (print)

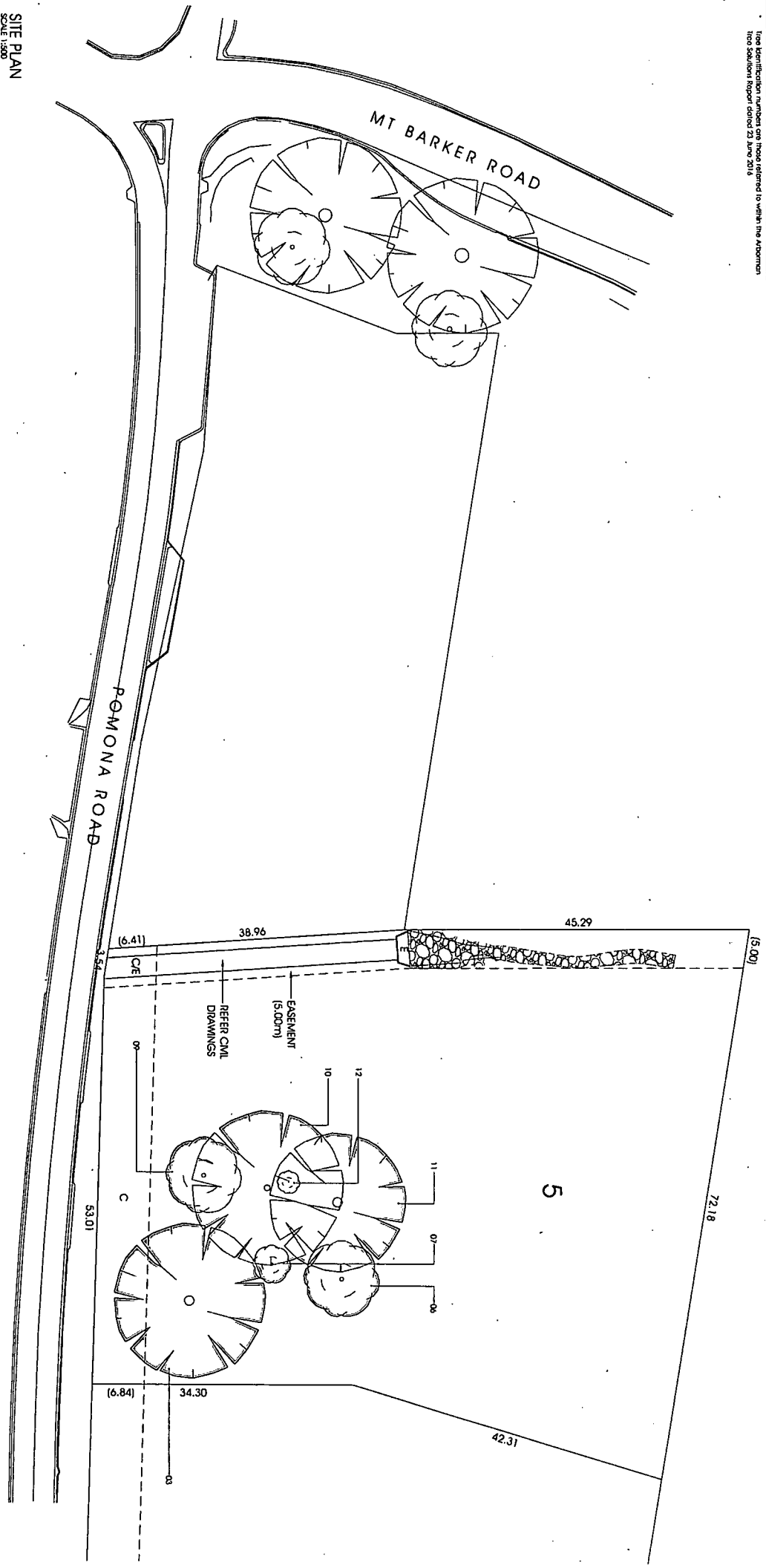
ANNEXURE A – TREE IDENTIFICATION PLAN

TREES TO BE RETAINED	SPECIES	STATUS	LAND ACQUISITION AGREEMENT DETAILS
03	QUERCUS ROBUR	SIGNIFICANT TREE	5 POMONA ROAD LAND MGMT AGREEMENT
04	POPULUS DELTOIDES		
07	POPULUS DELTOIDES		
09	QUERCUS PALustris		
10	QUERCUS ROBUR	REGULATED TREE	5 POMONA ROAD LAND MGMT AGREEMENT
11	QUERCUS ROBUR	SIGNIFICANT TREE	5 POMONA ROAD LAND MGMT AGREEMENT
12	UNIDENTIFIED		

* Tree identification numbers are those referred to within the Agreement
 1800 Jackson Highway, Sector 23 June 2018

LEGEND	REGULATED TREES	TREES TO BE RETAINED

EASEMENT DETAILS			
CATEGORY	D	PURPOSE	IN FAVOUR OF
FREE AND UNRESTRICTED RIGHT OF WAY EASEMENT (S)	C		
	E	FOR BALANCE FOR PURPOSES	THE COUNCIL FOR THE AREA



SITE PLAN
 SCALE 1:500

Dc16 - 23.10.18

STIRLING
 5 POMONA ROAD, STIRLING
 TREE IDENTIFICATION PLAN

Dwg Ref - SP-01

ANNEXURE B – LANDSCAPE PLAN

TREES

	<i>Corylia californica</i> 'Cajalmar' Mature Height: 1m Mature Spread: 3m
	<i>Quercus agrifolia</i> 'Chimborazo Spire' Mature Height: 6m Mature Spread: 2m
	<i>Quercus agrifolia</i> Mature Height: 15m Mature Spread: 8m
	<i>Corylia pubescens</i> Mature Height: 1m Mature Spread: 2m
	<i>Photinia fraseri</i> Mature Height: 4m Mature Spread: 4m
	<i>Abutilon grandiflorum</i> Mature Height: 1.5-2.5m Mature Spread: 1.5-2.5m
	<i>Yucca angustifolia</i> Mature Height: 2.4m Mature Spread: 1.2m

SHRUBS

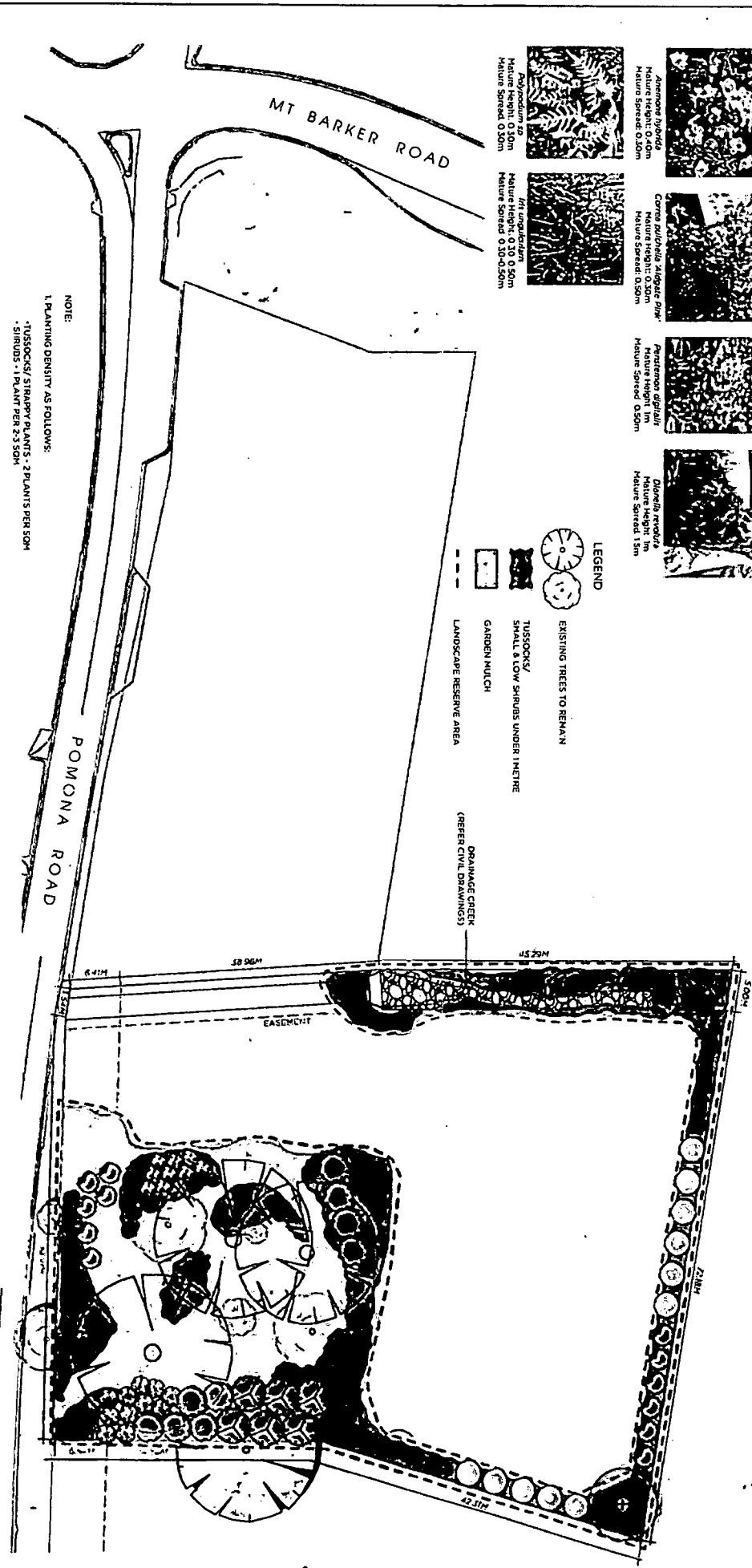
	<i>Corylia pubescens</i> Mature Height: 1m Mature Spread: 2m
	<i>Photinia fraseri</i> Mature Height: 4m Mature Spread: 4m
	<i>Abutilon grandiflorum</i> Mature Height: 1.5-2.5m Mature Spread: 1.5-2.5m
	<i>Yucca angustifolia</i> Mature Height: 2.4m Mature Spread: 1.2m

TUSSOCKS/ SMALL & LOW SHRUBS

	<i>Artemisia tridentata</i> Mature Height: 0.5m Mature Spread: 0.5m
	<i>Coryna pulchella</i> 'Allegre Pink' Mature Height: 0.5m Mature Spread: 0.5m
	<i>Penstemon digitalis</i> Mature Height: 1m Mature Spread: 0.5m
	<i>Dianella revoluta</i> Mature Height: 1m Mature Spread: 1.5m

LEGEND

- EXISTING TREES TO REMAIN
- TUSSOCKS/ SMALL & LOW SHRUBS UNDER 1 METRE
- GARDEN MULCH
- LANDSCAPE RESERVE AREA
- DRAINAGE CREEK (REFER CIVIL DRAWINGS)



NOTE:
1. PLANTING DENSITY AS FOLLOWS:
- TUSSOCKS/ STRAPPY PLANTS - 2 PLANTS PER SQM
- SHRUBS - 1 PLANT PER 2.5 SQM

OUTER SPACE

PROJECT 5 POMONA RD, STIRLING
DRAWING LANDSCAPE PLAN



DATE: 16/02/17
DWG NO.: OS_CPO1_r9VA

DRAWN BY: GH
APPROVED BY: PG

Appendix 5

*Deed of Rescission of LMA and Variation LMA for 3
Pomona Road*

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
**APPLICATION TO NOTE RESCISSION (OR
PARTIAL RESCISSION) OF LAND
MANAGEMENT AGREEMENT**
**(Pursuant to s57(8) of the *Development
Act 1993*)**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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SERIES NO	PREFIX

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

AGENT CODE

LODGED BY:

Norman Waterhouse Lawyers

NWAM

CORRECTION TO:

Norman Waterhouse Lawyers
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REGISTERED	
REGISTRAR-GENERAL	

**APPLICATION TO NOTE RESCISSION OF
LAND MANAGEMENT AGREEMENT
(Pursuant to s57(8) of the *Development Act 1993*)**

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

To the Registrar-General:

1. **Adelaide Hills Council (Council)** formerly of 28 Onkaparinga Valley Road, Woodside, South Australia 5244, now of 63 Mount Barker Road Stirling has entered into the attached Deed of Rescission dated **(Agreement)** with **ALDI FOODS Pty Ltd (ACN: 086 210 139)** of 1 Sargents Road, Minchinbury NSW 2770 pursuant to S 57(2) of the *Development Act 1993 (SA) (Act)*
2. Land Management Agreement No 10923983 dated 10 March 2008 **(Agreement)** as varied by Variation Agreement No 12221145 dated 29 October 2014 **(Variation Agreement)** which is noted against the whole of the land comprised in Certificate of Title Volume 6127 Folio 47 **(Land)** pursuant to s 57(5) of the *Development Act 1993 (Act)*.
3. The Agreement and Variation Agreement has been rescinded as regards the Land.
4. **Adelaide Hills Council** formerly of 28 Onkaparinga Valley Road, Woodside SA 5244, now of 63 Mount Barker Road Stirling applies pursuant to s 57(8) of the Act to note the rescission against the Land.

Date:

The common seal of Adelaide Hills Council
was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer

RESCISSION AGREEMENT

ADELAIDE HILLS COUNCIL

ALDI FOODS PTY LTD (ACN: 086 210 139)

DATE

PARTIES

ADELAIDE HILLS COUNCIL formerly of 28 Onkaparinga Valley Road, Woodside, South Australia 5244, now of 63 Mount Barker Road Stirling (**Council**)

ALDI FOODS PTY LTD (ACN: 086 210 139) of 1 Sargents Road, MINCHINBURY NSW 2770 (**Owner**)

BACKGROUND

- A. The Owner is the proprietor of an estate in fee simple in the Land.
- B. As part of Development Application No 473/405/04 under the Act (**Application**), the then owners and the Council entered into the Land Management Agreement so as to retain and maintain certain existing trees on the Land and to require landscaping of the Land.
- C. Following approval of a later Development Application No 13/847/473 the then owners and Council entered into a Variation Deed numbered 12221145 (**Variation Deed**).
- D. The Owner has since received a further development approval to develop the Land under DA 19/272/473. The Owner intends to have a fresh land management agreement noted over the Land to reflect the approved redevelopment of the Land.
- E. The Council and the Owner have agreed to rescind the Land Management Agreement pursuant to Section 57(8) of the Act on the terms of this Agreement, and to enter into a new land management agreement relating to retention and maintenance of certain trees and for landscaping on the Land.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Act means the *Development Act 1993* (SA).

Claim means any action, proceeding, account, right, claim, demand, costs and expenses (including legal expenses) wherever and however arising, whether under Statute or otherwise, whether present or future, actual or contingent, secured or unsecured, liquidated or unliquidated, due or which may become due and whether known or unknown.

Land means the whole of the land comprised in Certificate of Title CT Volume Volume 6127 Folio 47 commonly known as 3 Pomona Road Stirling SA 5152 and any part or parts of it.

Land Management Agreements means the registered agreement numbered 10923983 dated 10 March 2008 as varied by the Variation Agreement, entered

into by the Council and the Owner in respect of the Land pursuant to section 57 of the Act.

Variation Agreement means the registered variation agreement numbered 12221145 dated 29 October 2014, entered into by the Council and the Owner in respect of the Land pursuant to section 57 of the Act.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
- 1.2.3 words of one gender include any gender;
- 1.2.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.5 a reference to the Owner includes each person registered or entitled to be registered as a proprietor of an estate in fee simple of the Land;
- 1.2.6 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.2.7 an agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 1.2.8 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.9 an unenforceable provision or part of a provision may be severed, and the remainder of this agreement continues in force, unless this would materially change the intended effect of this agreement;
- 1.2.10 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 1.2.11 an expression defined in the Act it has the meaning given by the Act at the date of this agreement.

1.3 Background

The Background forms part of this agreement and is correct.

1.4 Legislation

The requirements of this agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. **RESCISSION OF LAND MANAGEMENT AGREEMENT**

The Council and the Owner agree to rescind the Land Management Agreement as varied by the Variation Agreement.

3. **APPLICATION TO REGISTRAR-GENERAL**

The Council must lodge an Application to the Registrar-General to enter a note of rescission against the instrument of title to the Land pursuant to section 57(8) of the Act.

4. **RELEASE**

The Owner hereby unconditionally releases and forever discharges the Council from all Claims by the Owner arising directly or indirectly out of or relating to the Land Management Agreement and its rescission.

5. **MISCELLANEOUS**

5.1 **Entire agreement**

This agreement:

5.1.1 constitutes the entire agreement between the parties about its subject matter;

5.1.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

5.2 **Governing law**

This agreement is governed by the law in South Australia.

EXECUTED as an agreement

The common seal of Adelaide Hills Council was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer/City
Manager/Town Clerk
(Please delete as applicable)

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer/City Manager/Town
Clerk (print)

SIGNED for and on behalf of **ALDI FOODS**)
PTY LIMITED (ACN 086 210 139) by its)
attorney under Power of Attorney dated 24 April)
2013 registered No. 12074131 in the presence)
of:)

Signature of attorney

Signature of Witness

Name of attorney

Full Name of Witness

Appendix 6

Deed of Rescission of LMA for 5 Pomona Road

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
**APPLICATION TO NOTE RESCISSION (OR
PARTIAL RESCISSION) OF LAND
MANAGEMENT AGREEMENT**
**(Pursuant to s57(8) of the *Development
Act 1993*)**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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SERIES NO	PREFIX

**BELOW THIS LINE FOR OFFICE &
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AGENT CODE

LODGED BY:

Norman Waterhouse Lawyers

NWAM

CORRECTION TO:

Norman Waterhouse Lawyers
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NWAM

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CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

**APPLICATION TO NOTE RESCISSION OF
LAND MANAGEMENT AGREEMENT
(Pursuant to s57(8) of the *Development Act 1993*)**

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

To the Registrar-General:

1. **Adelaide Hills Council (Council)** formerly of 28 Onkaparinga Valley Road, Woodside, South Australia 5244, now of 63 Mount Barker Road Stirling has entered into the attached Deed of Rescission dated **(Deed of Rescission)** with **ALDI FOODS Pty Ltd (ACN: 086 210 139)** of 1 Sargents Road, Minchinbury NSW 2770 pursuant to S 57(2) of the *Development Act 1993 (SA) (Act)*
2. Land Management Agreement No 13038239 dated 14 December 2018 **(Agreement)** which is noted against the whole of the land comprised in Certificate of Title Volume 6218 Folio 57 **(Land)** pursuant to s 57(5) of the *Development Act 1993 (Act)*.
3. The Agreement has been rescinded as regards the Land.
4. **Adelaide Hills Council** formerly of 28 Onkaparinga Valley Road, Woodside SA 5244, now of 63 Mount Barker Road Stirling applies pursuant to s 57(8) of the Act to note the rescission against the Land.

Date:

The common seal of Adelaide Hills Council
was affixed in the presence of:

.....
Signature of Mayor

.....
Signature of Chief Executive Officer

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer

RESCISSION AGREEMENT

ADELAIDE HILLS COUNCIL

ALDI FOODS PTY LTD (ACN: 086 210 139)

DATE

PARTIES

ADELAIDE HILLS COUNCIL formerly of 28 Onkaparinga Valley Road, Woodside, South Australia 5244 and now of 63 Mount Barker Road Stirling (**Council**)

ALDI FOODS PTY LTD (ACN: 086 210 139) of 1 Sargents Road, MINCHINBURY NSW 2770 (**Owner**)

BACKGROUND

- A. The Owner is the proprietor of an estate in fee simple in the Land.
- B. As part of Development Application No 16/463/473 under the Act (**Application**), the Owner and the Council entered into the Land Management Agreement so as to retain and maintain certain existing trees on the Land and to require landscaping of the Land.
- C. The Owner has since received a further development approval to develop the Land under DA 19/272/473 over the Land. The Owner intends to have a fresh land management agreement over the Land to reflect the redevelopment of the Land.
- D. The Council and the Owner have agreed to rescind the Land Management Agreement pursuant to Section 57(8) of the Act on the terms of this Agreement, and to enter into a new land management agreement relating to retention and maintenance of certain trees on the Land and landscaping of the Land.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this agreement:

Act means the *Development Act 1993* (SA).

Claim means any action, proceeding, account, right, claim, demand, costs and expenses (including legal expenses) wherever and however arising, whether under Statute or otherwise, whether present or future, actual or contingent, secured or unsecured, liquidated or unliquidated, due or which may become due and whether known or unknown.

Land means the whole of the land comprised in Certificate of Title CT Volume 6218 Folio 57 commonly known as 5 Pomona Road Stirling SA 5152 and any part or parts of it.

Land Management Agreement means the registered agreement numbered 13038239 dated 14 December 2018, entered into by the Council and the Owner in respect of the Land pursuant to section 57 of the Act.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

- 1.2.1 headings do not affect interpretation;
- 1.2.2 singular includes plural and plural includes singular;
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- 1.2.10 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
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1.3 Background

The Background forms part of this agreement and is correct.

1.4 Legislation

The requirements of this agreement are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.

2. RESCISSION OF LAND MANAGEMENT AGREEMENT

The Council and the Owner agree to rescind the Land Management Agreement.

3. APPLICATION TO REGISTRAR-GENERAL

The Council must lodge an Application to the Registrar-General to enter a note of rescission against the instrument of title to the Land pursuant to section 57(8) of the Act.

4. **RELEASE**

The Owner hereby unconditionally releases and forever discharges the Council from all Claims by the Owner arising directly or indirectly out of or relating to the Land Management Agreement and its rescission.

5. **MISCELLANEOUS**

5.1 **Entire agreement**

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EXECUTED as an agreement

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Signature of Mayor

.....
Signature of Chief Executive Officer/City
Manager/Town Clerk
(Please delete as applicable)

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer/City Manager/Town
Clerk (print)

SIGNED for and on behalf of **ALDI FOODS**
PTY LIMITED (ACN 086 210 139) by its
attorney under Power of Attorney dated 24 April
2013 registered No. 12074131 in the presence
of:

)
)
)
)
)

Signature of attorney

Signature of Witness

Name of attorney

Full Name of Witness

Appendix 7
Certificates of Title

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
**APPLICATION TO NOTE RESCISSION (OR
PARTIAL RESCISSION) OF LAND
MANAGEMENT AGREEMENT**
**(Pursuant to s57(8) of the *Development
Act 1993*)**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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SERIES NO	PREFIX

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LODGED BY:

Norman Waterhouse Lawyers

NWAM

CORRECTION TO:

Norman Waterhouse Lawyers
MKA\M00290078F05416381.DOCX

NWAM

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REGISTRAR-GENERAL	

**APPLICATION TO NOTE RESCISSION OF
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Name of Mayor (print)

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Name of Chief Executive Officer

RESCISSION AGREEMENT

ADELAIDE HILLS COUNCIL

ALDI FOODS PTY LTD (ACN: 086 210 139)

DATE

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ALDI FOODS PTY LTD (ACN: 086 210 139) of 1 Sargents Road, MINCHINBURY NSW 2770 (**Owner**)

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The Council and the Owner agree to rescind the Land Management Agreement.

3. APPLICATION TO REGISTRAR-GENERAL

The Council must lodge an Application to the Registrar-General to enter a note of rescission against the instrument of title to the Land pursuant to section 57(8) of the Act.

4. **RELEASE**

The Owner hereby unconditionally releases and forever discharges the Council from all Claims by the Owner arising directly or indirectly out of or relating to the Land Management Agreement and its rescission.

5. **MISCELLANEOUS**

5.1 **Entire agreement**

This agreement:

5.1.1 constitutes the entire agreement between the parties about its subject matter;

5.1.2 supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about its subject matter.

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This agreement is governed by the law in South Australia.

EXECUTED as an agreement

The common seal of Adelaide Hills Council was affixed in the presence of:

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Signature of Mayor

.....
Signature of Chief Executive Officer/City
Manager/Town Clerk
(Please delete as applicable)

.....
Name of Mayor (print)

.....
Name of Chief Executive Officer/City Manager/Town
Clerk (print)

SIGNED for and on behalf of **ALDI FOODS**)
PTY LIMITED (ACN 086 210 139) by its)
attorney under Power of Attorney dated 24 April)
2013 registered No. 12074131 in the presence)
of:)

Signature of attorney

Signature of Witness

Name of attorney

Full Name of Witness

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.8

Responsible Officer: Deryn Atkinson
Manager Development Services
Development & Regulatory Services

Subject: Review of the Development Application Fee Waiver Policy

For: Decision

SUMMARY

Council's *Development Application Fee Waiver Policy* (the Policy) defines the criteria for the waiver of application fees for community not-for-profit organisations. The Administration has the delegation to waive fees where the development cost is no more than \$100,000 for these organisations. Where the development cost exceeds \$100,000 the Policy requires the waiver of fees to be approved by Council (as per clause 11 of the Policy).

The Policy review was delayed until the new fees, charges and contributions for the *Planning, Development and Infrastructure Act 2016* were announced. The fees and charges were announced on 16 July 2020.

The Policy has been reviewed with an intent to reduce red tape and the administration around fee waivers, provide a consistent approach to fee waivers across not-for-profit community organisations and community groups and to address the difference in fee structure and relevant fees payable to Council in relation to the *Development Act 1993* and the *Planning, Development and Infrastructure Act 2016*.

It is also recommended that Heritage Grant recipients and Council Community Grant recipients are included in the eligible applicants in the new *Development Application Fee Waiver Policy* and that the waiver of the Advertising Fee for publicly notification is removed from the Policy.

RECOMMENDATION

Council resolves:

1. That the report be received and noted
 2. With an effective date of 8 September 2020, to revoke the 9 May 2017 *Development Application Fee Waiver Policy* and to adopt the 25 August 2020 *Draft Development Application Fee Waiver Policy* as contained in Appendix 1 of this report.
 3. That the CEO be permitted to make any formatting, nomenclature or other minor changes to the Policy as per Appendix 1 prior to the effective date.
-

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal 5 A Progressive Organisation

Objective O5 We are accountable, informed, and make decisions in the best interests of the whole community

Priority O5.1 Enhance governance structures and systems to prudently adapt to changing circumstances and meet our legislative obligations

Council currently has a *Development Application Fee Waiver Policy* which is due for review. The purpose of this report is to review the Policy which has been done and is included in **Appendix 2** of this report. It is recommended that the current Policy be replaced with the new draft *Development Application Fee Waiver Policy* included in **Appendix 1** of this report.

➤ Legal Implications

Section 39(4) (c) of the *Development Act, 1993* and Section 119(9) (c) of the *Planning Development and Infrastructure Act 2016* (the PDI Act) and Regulation 7(a) of *Planning Development and Infrastructure (Fees, Charges & Contributions) Regulations 2019* (PDI Regulation) allows a relevant authority to waive payment of whole or part of the application fee payable to that relevant authority for the assessment of a development application.

➤ Risk Management Implications

The *Development Application Fee Waiver Policy* assists in mitigating the risk of:

Development application fees being waived inconsistently or inappropriately, such as when the fee is not payable to Council.

Inherent Risk	Residual Risk	Target Risk
Medium (3C)	Low (2D)	Low (2D)

Currently fee waivers for development with a construction value over \$100,000 are reported to Council for consideration and approval. A full report is needed for each development application fee waiver that requires a Council decision. The fee waivers range in value between \$356.50 and \$1,000 depending upon the construction value and type of development, and its public notification category. It is noted that all fee waivers recommended to Council for waiving have been approved.

➤ **Financial and Resource Implications**

Council foregoes revenue when fee waivers are provided. Staff prepare reports for council agendas and resourcing is covered by departmental budgets.

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

By authorising the waiver of portion of the development application fees, Council will be supporting the community organisations in upgrading their premises.

➤ **Sustainability Implications**

Not Applicable.

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Advisory Groups: Not Applicable

Administration: Director Development & Regulatory Services and development staff

External Agencies: State Planning Commission staff (PlanSA E-development Portal process)

Community: Not Applicable

2. **BACKGROUND**

The *Development Application Fee Waiver Policy* is a policy that provides guidance to both the administration and the community on eligible applicants, the circumstances in which development assessment fees will be waived and which fees can be waived.

The South Australian planning and development system is undergoing the most significant change in the last 26 years. As part of these reforms, the State Government has reviewed the planning and development assessment system and rolled out new legislation, namely the *Planning, Development and Infrastructure Act 2016* (PDI Act) and a number of associated Regulations. The new legislation involves changes in development application fees, the collection and distribution of these fees, the types of development and the relevant authorities for each type of development. The reform also involves the roll-out of a State wide Planning and Design Code to replace council Development Plans and a new electronic portal for the lodgement and assessment of applications for development. The new system and legislation is being implemented in stages across the State. Outback areas

(Phase 1) went live with the new system 1 July 2019 and regional councils (Phase 2) recently went live on 31 July 2020. The designated date for the remaining councils (Phase 3 including our Council) is suggested to be late 2020, but it is understood there may be an update announcement shortly in relation to the implementation timeframe.

The Policy was due for review in May 2020 as part of the regular policy review cycle but was delayed until the new fees, charges and contributions for the *Planning, Development and Infrastructure Act 2016* were announced. These fees and charges were announced on 16 July 2020.

A comparison of the general Development Act fees and the PDI Act fees is provided in the tables below where Council is the relevant authority:

Fee Type	Development Act	Received by Council	PDI Act	Received by Council
Lodgement	\$142.50	Yes	\$177	No
Planning Assessment (based on cost)				
Up to \$10,000	\$ 42.50	Yes	\$127 \$210 (DTS)	Yes
\$10,000 - \$100,000	\$ 116.00	Yes	\$210 (DTS) \$250 or 0.125%	Yes
>\$100,000	0.125% of cost	Yes	\$210 (DTS) \$250 or 0.125%	Yes
Public Notification	\$116	Yes	\$250	Yes
Advertising	\$636	Yes	TBD	Yes
Staged Consent	\$68.50	Yes	Not Applicable	No

DTS: Deemed To Satisfy

Fee Type	Development Act	Received by Council	PDI Act	Received by Council
Building Assessment	Based on floor area		Based on cost	
Classes 1,2 & 4 – Dwellings & Additions	\$3.29/m ²	Yes	Class 1 \$450 or 0.25%	Yes
			Class 2-9 (commercial) Up to \$20k \$670 \$20k-\$200k \$670 plus 0.4% of cost >\$20k \$20k-\$1mil \$1390 plus 0.25% >\$200k >\$1mil \$3390 plus 0.15%	Yes
Classes 3, 5 & 6	\$4.38/m ²	Yes	As above	
Classes 7 & 8	\$2.91/m ²	Yes		
Classes 9	\$4.36/m ² 9b \$4.97/m ² other	Yes		
Class 10 (sheds carports etc.)	\$0.98/m ²	Yes	\$130 or 0.25%	Yes

Demolition	\$74.50 or 20% of above	Yes	\$145	Yes
Essential Safety Classes 2-9	\$105	Yes	\$240	Yes
Change of Class	\$73.00 minimum	Yes	\$170	Yes
Certificate of Occupancy				

Fee Type	Development Act	Received by Council	PDI Act	Received by Council
Compliance				
Certificate of Occupancy	\$49	Yes	\$50	Yes
Building Inspection Class 1	Not applicable	No	\$240	Yes
Swimming Pool Inspection	\$204	Yes	\$240	Yes
Class 10 > \$10,000	Not applicable	No	\$80	Yes
Classes 2-9 (commercial) inspection fee	Not applicable	No	\$240 or 0.075% of cost (maximum \$2500)	Yes

With the above in mind, the purpose of this report is to review the current Policy.

3. ANALYSIS

The ability for a relevant authority to waive development application fees exists under both the *Development Act 1993* and the PDI Act. The current Policy has worked well for many years. However, its intent was to assist community and not-for-profit groups to get a partial waiver of some of their application fees and thereby redirect these funds to the development they were undertaking. Hence the threshold was set at a construction value of \$100,000 with development proposals exceeding this value being reported to Council for consideration. In recent times some relatively large development proposals exceeding \$1million in value have been put forward for fee waivers. It is noted that all fee waivers recommended to Council for waiving have been approved by Council. Therefore with these points in mind, the following changes to the Policy are recommended.

Eligible Applicants

It is recommended that the eligible applicants are expanded in the Policy to include both Heritage Grant recipients and Council Community Grant recipients. Council is often requested to waive the development application fees for grant recipients and authorisation from Council is first required. The grants usually involve amounts of < \$5,000 and the development fees involved are usually minimal and do not warrant the administration cost of preparing and submitting a full report to Council. However, it is considered that the waiver of development application fees assists in supporting the restoration of heritage buildings and other individuals or community groups who receive grants with their projects. Therefore, Heritage and Council Community Grant recipients have been included in the new draft Policy as shown in **Appendix 1** of this report.

Fee Waivers for developments over \$100,000

It is considered that the administration cost of preparing and submitting a full report to Council for the waiver of fees for developments with a cost over \$100,000 is a consideration for the review of the Policy. Reports need to fit into agenda meeting cycles and the time lag creates potential for processing delays, or alternatively the applicant must pay fees upfront and a refund is processed once Council authorisation is received. The latter also creates additional administration cost with staff duplicating tasks (fee adjustment, re-invoicing or processing refunds). It is estimated that the overall administration cost of reporting a fee waiver to Council is approximately \$400 - \$500 for a fee waiver of often approximately the same amount. Further, it is noted that all fee waivers recommended by the Administration have been approved by Council.

The PDI Act has been created with the intent of reducing red tape and assessment timeframes. Council's objective is also to generally reduce red tape and it is recommended that for eligible applicants where the development cost exceeds \$100,000 the waiver of development application fees is limited to the fees that would apply for up to \$100,000 development cost (as applicable to the *Development Act*) and that the requirement to seek authorisation from Council is removed. This is generally the extent of the fee waiver recommendation from staff currently (refer separate Agenda item relating to a fee waiver request for a development at Uraidla). This will achieve consistency across the range of eligible applicants, provide a better balance of the administration cost associated with waiving of fees for developments exceeding \$100,000 in construction value with the value of the fee waiver and reduce the number of reports going to Council.

New PDI Regulation Fees

On the basis of the new system fee structure and fee distribution to councils, it is necessary to review the fees that are included in the Policy.

The new fees and charges announced by the PDI Regulations retain lodgement, planning assessment and building assessment fees but remove the staged consent fee currently payable when planning and building consents are applied for separately. Councils will no longer receive the staged consent fees or lodgement fees for development applications in their council area lodged under the PDI Act. Lodgement fees will be retained by State Planning Commission.

There is some offset provided with the introduction of compliance inspection fees payable to councils on all developments except for basic sheds, verandahs and carport structures (Class 10 buildings) with a development cost of \$10,000 or less. It is understood that the compliance fee has been applied in recognition of the cost of undertaking building and compliance inspections borne by councils. Compliance fees are excluded from *the Policy*.

The structure of the State E-development Portal requires fees to be calculated upfront at the verification stage. The nature of the system does not allow an officer to move to the next step until fees are loaded and an invoice generated for the applicant to pay. All fees are paid to State Planning and then distributed to relevant authorities in the new system. Further, the new Planning system has reduced assessment timeframes and hence the need to turnaround fee waiver requests as efficiently as possible. Reporting of fee waivers to Council for authorisation may result in the potential for processing delays and difficulties with invoicing and fee reconciliation, adding to the administration cost as discussed earlier.

Fees to be Waived

The table below provides a list of the recommended fees (as applicable to the *Development Act* and the PDI Act) to be included in the *Fee Waiver Policy* for eligible applicants where the Council is the relevant authority, including circumstances under the PDI Act where the Council Assessment Manager or the Council Assessment Panel is the relevant authority for planning assessment.

Fee Type <i>Development Act 1993</i>		Fee Type <i>Planning Development & Infrastructure Act 2016</i>	
Basic lodgement Fee Additional Lodgement Fee Non-complying Lodgement Fee		Not applicable	Not received by Council
Planning Assessment Fee (Maximum fee waiver fee for development cost \$10,000 - \$100,000)	Fee for development up to \$10,000 waived or in all other cases maximum fee waiver applies	Deemed to Satisfy Planning Fee	Fee waived
		Performance Assessed Minimum Planning Fee	Fee waived
Public Notification	Fee waived	Public Notification	Fee waived
Advertising	No waiver	Signage on Land	No fee waiver
Staged Consent	\$68.50	Not Applicable	Not Applicable
Building Assessment fee	Waiver of minimum building fee or first \$100 of the Building Assessment Fee whichever is greater	Building Assessment Fee	Waiver of first \$100 of the Building Assessment Fee

Based on the recommended fees for waiver, the average development fee waiver for development applications lodged under the Development Act would equate to \$474.50. For those applications lodged under the PDI Act, the average development fee waiver would equate to \$600.

Advertising Fee

The fee associated with placing an advert in the newspaper or a sign on the land is not recommended for inclusion in the Policy. Whilst the current Policy includes a waiver of 70% of the applicable fee (equates to \$445.20), advertising costs have increased substantially and it is no longer appropriate to waive this fee. The sign on the land fee is a new fee yet to be established by Council under the PDI Act and replaces the newspaper advertising.

With the above suggested changes in mind, the Administration are recommending that the current Policy be revoked and replaced with the new Policy as contained in **Appendix 1** of this report.

4. OPTIONS

Council has the following options:

- I. Adopt the draft revised Policy as presented in **Appendix 1** of this report (Recommended)
- II. To not adopt or amend the Draft Policy in **Appendix 1** of this report as considered appropriate (Not Recommended)

Should the Council identify the need for substantial amendments to the draft Policy, it is recommended that these be referred to Administration for review to allow for analysis of the implications of the suggested amendments, prior to the matter being brought back to the Council for further consideration.


5. APPENDICES

- (1) New Draft *Development Application Fee Waiver Policy*
- (2) Current *Development Application Fee Waiver Policy*

Appendix 1

New Draft Development Application Fee Waiver Policy

COUNCIL POLICY

 <p>Adelaide Hills COUNCIL</p>	<h3 style="margin: 0;">DEVELOPMENT APPLICATION FEE WAIVER</h3>
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Policy Number:	The Governance team will allocate the policy number (DEV-05)
Responsible Department(s):	Development Services
Relevant Delegations:	As per the delegations schedule and as included in this Policy
Other Relevant Policies:	None
Relevant Procedure(s):	None
Relevant Legislation:	Development Act 1993 Development Regulations 2008 Schedule 6 Planning Development & Infrastructure Act 2016 Planning Development & Infrastructure (Fees, Charges & Contributions) Regulations 2019 Section 4 & 7, Schedule 1 Part 2
Policies and Procedures Superseded by this policy on its Adoption:	9 May 2017 Item 12.2, SP13/17
Adoption Authority:	Council
Date of Adoption:	<i>To be entered administratively</i>
Effective From:	<i>To be entered administratively</i>
Minute Reference for Adoption:	<i>To be entered administratively</i>

Next Review:	No later than September 2023 or as required by legislation or changed circumstances
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Version Control

Version No.	Date of Effect	Description of Change(s)	Approval

DRAFT

DEVELOPMENT APPLICATION FEE WAIVER POLICY

1. INTRODUCTION

Section 39(4)(c) of the *Development Act, 1993* and Section 119(9)(c) of the *Planning Development and Infrastructure Act 2016* (the PDI Act) and Regulation 7(a) of *Planning Development and Infrastructure (Fees, Charges & Contributions) Regulations 2019* (PDI Regulation) allows a relevant authority to waive payment of whole or part of the application fee payable to that relevant authority for the assessment of a development application.

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2. OBJECTIVES

To detail the circumstances under which the waiver of development application fees will be permitted by Council and the level of fee waiver.

3. DEFINITIONS

3.1 ***Registered not-for-profit community organisation***

An organisation listed on the Australian Securities and Investments Commission (ASIC) Register as not for profit

4. POLICY STATEMENT

Eligible Applicants

- Registered not-for-profit community organisations
- Other community groups such as the local brigades of the SA Country Fire Service, local units of the SA Ambulance Service and St John's Ambulance Service, Lions Club, Rotary Club, APEX, KIWANIS, Scouts Australia, the Australian Red Cross Society
- Community sporting clubs (including not-for-profit racing clubs, pistol clubs and golf clubs)
- [Churches-Religious institutions](#) within the Adelaide Hills Council area
- State Heritage Grant recipients within the Adelaide Hills Council area
- Local Heritage Grant recipients within the Adelaide Hills Council area
- Adelaide Hills Council Community Grant recipients

Circumstances When Fees Can Be Waived

Development Application fees will be waived for eligible applicants as defined in this Policy for development on land within the Council area but only where Council is the decision authority or where the Adelaide Hills Council Assessment Manager or Adelaide Hills Council Assessment Panel is the planning decision authority under the *Planning, Development and Infrastructure Act 2016*.

Such developments will vary and include, but not be limited to, sheds, painting and restoration works, additions or alterations to existing buildings to enhance the services/facilities and new buildings.

Fees to be Waived

The following fees shall be waived for eligible applicants for development in the Council area:

<i>Fee Type</i> <i>Development Act 1993</i>		<i>Fee Type</i> <i>Planning Development & Infrastructure Act 2016</i>	
Basic lodgement Fee Additional Lodgement Fee Non-complying Lodgement Fee		Not applicable	Not received by Council
Planning Assessment Fee (Maximum fee waiver fee for development cost \$10,000 - \$100,000)	Fee for development up to \$10,000 waived or in all other cases maximum fee waiver applies	Deemed to Satisfy Planning Fee	Fee waived
		Performance Assessed Minimum Planning Fee	Fee waived
Public Notification	Fee waived	Public Notification	Fee waived
Advertising	No waiver	Signage on Land	No waiver
Staged Consent	\$68.50	Not Applicable	Not Applicable
Building Assessment fee	Waiver of minimum building fee or first \$100 of the Building Assessment Fee whichever is greater	Building Assessment Fee	Waiver of first \$100 of the Building Assessment Fee

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Where the development cost exceeds \$100,000, the waiver of development application fees is limited to the fees that would apply for developments up to \$100,000 development cost as shown in the Table above.

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5. DELEGATION

5.1 The Assessment Manager or his/her nominee is delegated the authority to waive development application fees in accordance with this Policy.

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5.2 The Chief Executive Officer has the delegation to:

- Approve, amend and review any procedures that shall be consistent with this Policy^{7.2} and
- Make any formatting, nomenclature or other minor changes to the Policy during the period of its currency.

6. AVAILABILITY OF THE POLICY

- 6.1 This Policy will be available for inspection at the Council's Offices during ordinary business hours and via the Council's website www.ahc.sa.gov.au. Copies will also be provided to the public upon request, and upon payment of a fee in accordance with the Council's Schedule of Fees and Charges.

DRAFT

Appendix 2

Current Development Application Fee Waiver Policy

Council Policy

Development Application Fee Waiver



COUNCIL POLICY



DEVELOPMENT APPLICATION FEE WAIVER

Policy Number:	DEV-05
Responsible Department(s):	Development & Compliance
Other Relevant Policies:	None
Relevant Procedure(s):	None
Relevant Legislation	None
Policies and Procedures Superseded by this policy on its Adoption:	13 May 2014, Item 10.4, 202
Adoption Authority:	Strategic Planning and Development Policy Committee
Date of Adoption:	9 May 2017
Effective From:	23 May 2017
Minute Reference for Adoption:	Item 12.2, SP13/17
Next Review:	No later than May 2020 or as required earlier by legislation or changed circumstances

DEVELOPMENT APPLICATION FEE WAIVER POLICY

1. PURPOSE OF THE POLICY

To facilitate the waiving of development application fees for charitable, not-for-profit and/or community organisations for developments on any land.

2. ELIGIBLE ORGANISATIONS

Registered not-for-profit, charitable and/or community organisations such as the local brigades of the SA Country Fire Service, local units of the SA Ambulance Service and St John's Ambulance Service, Lions Club, Rotary Club, APEX, KIWANIS, Scouts Australia, The Australian Red Cross Society and community sporting clubs within the Adelaide Hills Council area.

3. CIRCUMSTANCES WHEN FEES CAN BE WAIVED

Developments on any land within the Council area which will be for the benefit of the local community. Such developments may include equipment sheds, additions or alterations to existing buildings to enhance the services/facilities of such organisations to the community, advertising signs for such organisations, and other similar developments. It is noted that such developments are usually undertaken with the use of donations or grants.

However, if an application is for development which does not benefit the community, the fees shall not be waived. In all other circumstances, the fees shall be waived as follows:

1. Lodgement fees – 100% waived
2. Planning fee – waive the fee for developments with a construction value of \$100,000 or less.
3. Non-complying fee – No waiver as the development is required to be referred to DAC for concurrence for which a fee is payable by Council
4. Referral fee(s) to outside organisations (e.g. Transport SA, CFS, EPA etc.) – No waiver
5. Category 2 or 3 Public Notification Fee – 100% waived
6. Advertising Fee – 30% of the fee is payable
7. Building Rules Consent fees (including Change of Classification Fee, Demolition Fee, Modification of Building Rules Fee, etc. but excludes the CITB Levy) – First \$100 waived of each fee payable. Note these fees are calculated on the basis of floor area and class of structure under the Building Code.
8. Staged Consents Fee – 100% waived
9. Application to extend any consent or approval – 100% waived
10. Certificate of title search fee – No waiver
11. Any requests to waive the application fees for developments with a construction value exceeding \$100,000 shall be reported to Council for a decision.

4. DELEGATIONS

Only the Departmental Director, Manager Development Services shall have the right to grant a fee waiver in accordance with this policy.

The Chief Executive Officer has the delegation to approve, amend and review any procedures that shall be consistent with this Policy.

5. AVAILABILITY OF THE POLICY

This Policy will be available for inspection at the Council's Offices during ordinary business hours and via the Council's website www.ahc.sa.gov.au. Copies will also be provided to the public upon request, and upon payment of a fee in accordance with the Council's Schedule of Fees and Charges.

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.9

Responsible Officer: Steven Watson
Acting Executive Manager Governance & Performance
Office of the Chief Executive

Subject: Nomination for Membership of GAROC 2020

For: Decision

SUMMARY

The Local Government Association (LGA) has advised that the term of current members of the Greater Adelaide Regional Organisation of Councils (GAROC) expire at the 2020 LGA Annual General Meeting (AGM). As such, the LGA is seeking nominations from member councils (*Appendix 1*).

The Terms of Reference for GAROC provide that that all council members elected to GAROC must be from a different Member Council. As a Member Council in the East Regional Grouping, Adelaide Hills Council (AHC) is invited to forward one (1) nomination for a position on the East Regional Grouping of GAROC. The nominee may be from AHC or another council in the East Regional Grouping.

Mayor Wisdom is currently a member of GAROC and was elected prior to the Regional Grouping arrangement coming into effect.

Nominations are invited from councils and must be received by 5pm Monday 28 August 2020.

RECOMMENDATION

Council resolves:

- 1. That the report be received and noted**
 - 2. To determine that the method of selecting a Council Member to be nominated for the Greater Adelaide Regional Organisation of Councils be by an indicative vote utilising the process set out in this Agenda report.**
 - 3. To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred person for nomination for the Greater Adelaide Regional Organisation of Councils and for the meeting to resume once the results of the indicative vote have been declared.**
 - 4. To endorse the nomination of _____ for the Greater Adelaide Regional Organisation of Councils and authorise the Chief Executive Officer to lodge the completed nomination form to the Local Government Association by COB 28 August 2020.**
-

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal 5	A Progressive Organisation
Objective O4	We actively represent our community
Priority O4.3	Attract and develop a diverse and capable elected body that represents, promotes and reflects the composition of the community
Priority O4.3	Advocate to, and exert influence with, our stakeholders on behalf of our community to promote the needs and ambitions of the region
Objective O5	We are accountable, informed, and make decisions in the best interests of the whole community
Priority O5.1	Enhance governance structures and systems to prudently adapt to changing circumstances and meet our legislative obligations

➤ Legal Implications

The position, role and function of GAROC are set out in the GAROC Terms of Reference.

There is no legal requirement for a member of the Adelaide Hills Council to become a member of GAROC.

Sections 73 and 74 of the *Local Government Act 1999* (the Act) set out the provisions regarding Material Conflicts of Interest. An Elected Member registration of interest for membership of GAROC may possibly constitute a personal benefit under s73 of the Act.

Sections 75 and 75A of the Act set out the provisions regarding Actual and Perceived Conflicts of Interest. An Elected Member registration of interest for membership of GAROC may in actuality, or could be perceived by an impartial person to, have a conflict between their personal interests and the public interest that might lead to a decision that is contrary to the public interest.

Therefore an Elected Member seeking to have a registration of interest for membership of GAROC nominated by Council could have a Material, Actual or Perceived Conflict of Interest and would need to consider declaring the interest and leave the Chamber prior to the discussion of the matter under s74(1) or s75A(2), as appropriate.

Section 90(8) of the Act is very specific that informal gatherings cannot deal with matters that would ordinarily form part of an agenda for a council or council committee meeting in such a way as to obtain, or effectively obtain, a decision on the matter outside a formally constituted meeting of the council or council committee. Council's *Informal Council and Council Committee Gatherings and Discussions Policy* created under s90(8a) of the Act sets out the provisions for the conduct of a Designated Informal Gathering.

➤ **Risk Management Implications**

Notwithstanding that Council is only one of the regional group of councils nominating for members to GAROC, given the role of the GAROC, it is in Council's (and the sectors) interest to support the candidates that will assist in mitigating the risk of:

Poor governance practices occur which lead to a loss of stakeholder (i.e. customer and regulator) confidence and/or legislative breaches.

Inherent Risk	Residual Risk	Target Risk
Extreme (5C)	Medium (3D)	Medium (3D)

➤ **Financial and Resource Implications**

GAROC does not pay sitting fees, although GAROC funds travel and related expenses for its membership through its *GP02 Board and Committee Member Allowances and Expenses Policy*.

As such, there is no support provided via the *AHC Council Member Allowance & Support Policy*.

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

There are no direct end-user customer service implications regarding the nomination of members to GAROC.

➤ **Sustainability Implications**

Not directly applicable.

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

Consultation in the preparation of the report was as follows:

Council Committees: Not Applicable

Council Members: Mayor Jan-Claire Wisdom has indicated an interest in nominating for a GAROC role.

Advisory Groups: Not Applicable

Workshops: Not Applicable

Administration: A/Chief Executive Officer

External Agencies: At the time of report writing, the Administration is not aware of the aspirations of any other eligible candidates from other councils within the East Regional Grouping.

Community: Not Applicable

2. BACKGROUND

The Local Government Association (LGA) has in its governance structure two constituent bodies, being the South Australian Regions of Councils (SAROC) representing the regional councils and the Greater Adelaide Region Organisation of Councils (GAROC) representing the metropolitan councils.

The role of GAROC is regional advocacy, policy initiation and review, leadership, engagement and capacity building in the regions.

The GAROC Regional Groupings consist of:

GAROC Regional Grouping	Members	Nominee 2020-2022
Adelaide	Adelaide City Council	Lord Mayor – Standing Member
North	Town of Gawler	2x Vacancies
	City of Playford	
	City of Salisbury	
	City of Tea Tree Gully	
West	City of Charles Sturt	2x Vacancies
	City of Holdfast Bay	
	City of Port Adelaide Enfield	
	City of West Torrens	
South	City of Marion	2x Vacancies
	City of Mitcham	
	City of Onkaparinga	
East	Adelaide Hills Council	2x Vacancies
	City of Burnside	
	City of Campbelltown	
	City of Norwood Payneham & St Peters	
	City of Prospect	
	City of Unley	
	City of Walkerville	

Councillor Wisdom (now Mayor Wisdom) was successfully elected to GAROC in October 2019, and this was prior to the Regional Grouping arrangements coming into effect.

The current membership of GAROC is:

- Mayor Karen Redman (Chair) – Town of Gawler
- Mayor Gillian Aldridge – City of Salisbury
- Mayor Angela Evans – City of Charles Sturt
- Mayor Kevin Knight – City of Tea Tree Gully
- Cr Christel Mex – City of Marion
- Mayor David O’Loughlin – City of Prospect
- Lord Mayor Sandy Verschoor – City of Adelaide
- Mayor Jan-Claire Wisdom – Adelaide Hills Council
- Mayor Claire Boan – City of Port Adelaide Enfield

In due course Council will receive information from the LGA regarding the voting process for election to the GAROC Members and Council will be able to resolve and cast its vote accordingly.

3. ANALYSIS

The GAROC Terms of Reference (**Appendix 2**) requires that all council members elected to GAROC must be from a different member council. Apart from the Adelaide Regional Grouping as it holds a standing position on GAROC, all positions will be declared vacant. AHC may nominate a member from Adelaide Hills Council Members, or may nominate a council member from another council within the East Regional Grouping.

Nominations must be made using the attached form (**Appendix 3**) signed by the nominee (indicating their willingness to stand for election) and Council’s Chief Executive Officer. The nominee may also complete a Candidate Information Sheet (**Appendix 4**) to support their nomination. The LGA has advised that the nomination period has been extended until COB 28 August 2020.

Indicative Voting Process for Determining Council Appointed Positions

Due to the potential implications of the Conflict of Interest provisions (see Legal Implications above) regarding the nomination of Council Members, it is proposed that the Council adjourn the meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote (Indicative Voting Process) to determine the preferred person to be nominated.

As the Indicative Voting Process involves discussion of a matter that is, or is intended to be, part of the agenda for a formal meeting of the Council or Council Committee, it is a Designated Informal Gathering for the purposes of s90 and the *Informal Council and Council Committee Gatherings and Discussions Policy* (the Policy). As a Designated Informal Gathering, the Chief Executive will conduct the meeting in accordance with the Policy.

The Indicative Vote Process below is based on the Appointments to Positions Process contained in Clause 4.7 Council’s *Code of Practice for Code of Practice for Council Meeting Procedures*.

The Indicative Voting Process is:

- a) Chief Executive Officer calls for self-nominations for the position of GAROC Nominee.
- b) If the number of nominees is equal to or less than the number of positions, no election will be required. If the number of nominees is greater, an election will be necessary.
- c) The CEO (or another Council staff member) will be appointed as the Returning Officer and may enlist other Council staff to assist with the conduct of the vote and the count.
- d) The method of voting will be by secret ballot utilising the preferential counting system
- e) Each Council Member (including the Mayor) shall have one vote.
- f) Ballot papers will be provided to each Council Member
- g) The nominee's names will be drawn to determine the order on the ballot paper.
- h) Each nominee will have two (2) minutes to speak to the Gathering in support of the candidacy. The speaking order will be as listed on the ballot paper.
- i) Completed ballot papers will be collected by the Returning Officer and the count will be undertaken in a separate room with an observer (another Council staff member) present.
- j) In the event of a tie, the result will be decided by the Returning Officer drawing lots, the candidate first drawn being the candidate excluded.
- k) After all votes have been counted, the Returning Officer shall formally declare the result of the election (i.e. the preferred person).
- l) The ballot papers will be shredded.

Proposed Chronology of Events

The mechanics are relatively complicated due to the legislative provisions regarding conflict of interest and informal gatherings.

The following chronology has been based on guidance from the LGA regarding the election of Council Members to Committee and Presiding Member positions:

- I. Council will consider the process that it will use to choose the preferred person for the nomination to the LGA. Council would give effect to this by dealing with Recommendation 2 (or a variant) at this time.
- II. Having decided the method, Council will then have to adjourn the meeting to enable the process to be undertaken. Council would give effect to this by dealing with Recommendation 3 (or a variant) at this time.
- III. Once the Indicative Voting Process has been completed the Council meeting will resume in accordance with the previous resolution.

Upon resumption, any AHC Council Member(s) who nominated for the GAROC Nominee role would be advised to consider their obligations to declare a Material, Actual or Perceived Conflict of Interest as appropriate.

- IV. Council can then resolve for the preferred person to be nominated to the LGA. Council would give effect to this by dealing with Recommendation 4 (or a variant) at this time.

Once this matter is resolved, the Members who have declared Conflicts of Interest and left the Chamber can return to the Chamber.

4. OPTIONS

Council has the following options:

- I. To nominate a Council Member from AHC or another GAROC member council
- II. To determine not to place forward a nomination for election to GAROC

5. APPENDICES

- (1) Letter from LGA CEO dated 21 July 2020 calling for nominations to fill a casual vacancy on GAROC.
- (2) GAROC Grouping and Extract – GAROC Terms of Reference
- (3) GAROC 2020 Candidate Nomination Form
- (4) GAROC 2020 Candidate Information Sheet

Appendix 1

LGA letter 13 January 2020 – Nominations for GAROC

In reply please quote our reference: ECM 713244 AS/AL

21 July 2020

Mr Andrew Aitken
Chief Executive Officer
Adelaide Hills Council
PO Box 44
Woodside SA 5244

Emailed: aitken@ahc.sa.gov.au

Dear Mr Aitken

Call for Nominations for GAROC Members

The terms of the current members of the Greater Adelaide Regional Organisation of Councils (GAROC) expire at the 2020 LGA Annual General Meeting (AGM). The LGA hereby calls for nominations to fill the two (2) positions allocated to each Regional Grouping of Councils on GAROC (eight positions in total) to commence office from the conclusion of the 2020 LGA Annual General Meeting and to remain in office until the conclusion of the 2022 AGM. A nomination form for the position of member of GAROC is attached and must be received by me, no later than **5pm Monday 24 August 2020**. Late nominations will not be accepted.

At the 2019 LGA AGM, members endorsed the establishment of four (4) GAROC Regional Groupings to take effect from the 2020 GAROC elections, with membership of GAROC to comprise two eligible members elected by a majority vote of the councils within each Regional Grouping, provided that each person elected for that Regional Grouping is from a different member. Additionally, the Lord Mayor of the City of Adelaide will be a standing member of GAROC.

I write to you in your capacity as the Chief Executive Officer of a Member Council in the East Regional Grouping to invite one (1) nomination from your council for a position on the East Regional Grouping of GAROC. A list of the GAROC Regional Groupings is attached to this letter.

A nomination may only be made by resolution of the council and using the attached nomination form. The form must be signed by both the candidate nominated by the council to indicate his/her willingness to stand for election, and by you as the Chief Executive Officer of the nominating council. The nomination form must be accompanied by the attached candidate information sheet.

Voting

The GAROC Terms of Reference (TOR) (extract attached) outlines the process as to how an election will occur. As the Returning Officer I am required to conduct a ballot if the number of nominations for each GAROC Regional Grouping exceeds the number of positions. If a ballot is required, the distribution of ballot papers to councils will include any information provided on the candidate information sheet.

Timetable

Key (indicative) timings and GAROC TOR provisions are outlined in the following table:

Indicative Timing	Headline	GAROC TOR Provision
	Returning Officer	Returning Officer for all LGA electoral matters is the Chief Executive Officer (Clause 4.4.1)
20 July 2020	Nominations Called	CEO to write to members of GAROC Regional Groupings calling for nomination for position of members of GAROC at least 3 months before AGM (Clause 4.3.2)
24 August 2020	Nominations Close	Nominations must be received by the CEO no later than 5pm on the day specified for the close of nomination, being 24 August 2020 (Clause 4.3.4).
	Nominations equal to vacancies	If the number of nominations received equals the number of vacant positions for the Regional Grouping each candidate is elected and takes office at the conclusion of the AGM (Clause 4.4.3)
7 September 2020	Ballot papers prepared and posted	In the event of an election being required the CEO shall deliver ballot papers to each member of the relevant Regional Grouping at least 6 weeks before AGM GAROC (Clause 4.4.5(a))
19 October 2020	voting closes	The CEO shall nominate the date, time and place for the counting of votes and shall invite each candidate and a person nominated as the candidate's scrutineer to be present (Clause 4.4.5(f))
20 October 2020	Counting of votes	The CEO shall nominate the date, time and place for the counting of votes (Clause 4.4.5(f))
29 October 2020	Final declaration of result	CEO shall declare the candidate with the most votes elected at the AGM (Clause 4.4.5(h))
29 October 2020	Takes office	GAROC members take office at the conclusion of the AGM (Clause 4.5)
29 October 2020	Voting for Board Members	GAROC should meet at the conclusion of the AGM to elect 3 of its members (plus its Chair) to the Board of Directors (Clause 6.4.1 and 6.4.2) who's term of office commences after the AGM.

LGA Board Appointments

Under the LGA Constitution and the GAROC TOR, once members are elected to GAROC, these members will then elect a Chair and three GAROC members to form the LGA Board of Directors. These GAROC LGA Board Directors will be accompanied by their equivalent from SAROC, as well as the President and Immediate Past President, to form the ten (10) member LGA Board of Directors.

If you have any questions in relation to the election process, please contact me or LGA Director Governance & Legislation Alicia Stewart on 8224 2037 or alicia.stewart@lga.sa.gov.au.

Yours sincerely



Matt Pinnegar

Chief Executive Officer/ LGA Returning Officer

Telephone: (08) 8224 2039

Email: matt.pinnegar@lga.sa.gov.au

CC: Mayor – via email - jcwisdom@ahc.sa.gov.au

Attachments:

- 1 List of GAROC Regional Groupings
- 2 Extract from LGA GAROC TOR – Section 4
- 3 2020 Nomination Form – GAROC
- 4 Candidate Information Sheet

Appendix 2

GAROC Grouping and Extract – GAROC Terms of Reference

List of GAROC Regional Groupings

GAROC Regional Grouping	Members
Adelaide	Adelaide City
North	Gawler Playford Salisbury Tea Tree Gully
West	Charles Sturt Holdfast Bay Port Adelaide Enfield West Torrens
South	Marion Mitcham Onkaparinga
East	Adelaide Hills Burnside Campbelltown Norwood Payneham & St Peters Prospect Unley Walkerville

Extract – GAROC Terms of Reference

Clause 4 – GAROC

4. GAROC

4.1. Role

The role of GAROC is regional advocacy, policy initiation and review, leadership, engagement and capacity building in the GAROC Region.

4.2. Membership

4.2.1. Each Regional Grouping of Members listed in the schedule to these Terms of Reference will elect in accordance with clause 4.3 and 4.4 from the Members of the Regional Grouping of Members, 2 Council Members of Members in the Regional Grouping of Members as members of GAROC provided that each person elected is from a different Member.

4.2.2. In addition to the members of GAROC elected in accordance with clause 4.2.1, the Lord Mayor of the City of Adelaide will be a standing member of GAROC.

4.3. Nominations for election to GAROC

4.3.1. The members of GAROC will be elected biennially.

4.3.2. In the year in which GAROC members will be elected, and at least 3 months before the Annual General Meeting, the Chief Executive shall write to all Members of the GAROC Regional Grouping as listed in the schedule calling for nominations for the membership of GAROC.

4.3.3. Each Member of the GAROC Regional Grouping may nominate a candidate for membership of GAROC, provided that:

- (a) a person nominated as a member of GAROC must be a representative of a member on the relevant Regional Grouping of Members; and
- (b) only a Council Member can be nominated to GAROC.

4.3.4. A nomination of a person as a member of GAROC must be by resolution of the Member received by the Chief Executive not later than 5 pm on the day specified for the closure of nominations (Close of Nominations). A nomination must be signed by the candidate indicating his or her willingness to stand for election and be in the form determined by the Chief Executive.

4.4. Election to GAROC

4.4.1. The Chief Executive shall be the returning officer for any election of members to GAROC.

4.4.2. After the Close of Nominations, the Chief Executive will notify Members of each Regional Grouping of Members of the candidates for membership of GAROC nominated by the Regional Grouping of Members.

- 4.4.3. If the only nominations received from a Regional Grouping of Members by the Close of Nominations match the membership positions described in clause 4.2.1, then the Chief Executive will declare those persons duly elected to those membership positions.
- 4.4.4. If the number of persons nominated by the Close of Nominations by a Regional Grouping of Members exceeds the number of membership positions described in clause 4.2.1, then an election for the purpose of clause 4.2.1 must be held in accordance with this clause.
- 4.4.5. In the event of an election being required, the Chief Executive shall conduct the election as follows:
- (a) at least six weeks before the Annual General Meeting, the Chief Executive shall deliver ballot papers to each Member of the Regional Grouping of Members;
 - (b) the ballot papers shall:
 - (i) list the candidates for election;
 - (ii) specify the day of closure of the election;
 - (iii) be accompanied by an envelope marked "Ballot Paper" and a second envelope marked "Returning Officer";
 - (c) each Member shall determine by resolution the candidate or candidates (as relevant) it wishes to elect;
 - (d) the chair of the meeting for that Member shall mark the ballot paper with an "X" next to the candidate or candidates (as relevant) that the Member wishes elected and seal the ballot paper in the envelope marked "Ballot Paper" inside the envelope marked "Returning Officer". Before sealing the second envelope the chair must indicate the Member's name on the inside flap of the envelope. The envelope may then be sealed and delivered to the Returning Officer;
 - (e) on receipt of the envelopes the Chief Executive must:
 - (i) open the outer envelope addressed to the "Returning Officer" and record the name of the Member which appears on the inside flap of the envelope on the roll of Member's eligible to vote; and
 - (ii) place the envelope marked "Ballot Paper" unopened into the ballot box;
 - (f) the Chief Executive shall nominate the date, time and place for the counting of votes and shall invite each candidate and a person nominated as the candidate's scrutineer to be present;
 - (g) at the counting of the votes the Chief Executive shall produce unopened envelopes marked "Ballot Paper" and if satisfied that all votes are valid, count the number of votes received by each candidate;
 - (h) in respect of an election for the purposes of clause 4.2.1, the 2 candidates from a Regional Grouping of Members with the most votes shall be deemed elected in respect of that Regional Grouping of Members and the Chief Executive shall declare the candidates elected at the Annual General Meeting; and
 - (i) in the case of candidates for membership positions described in clause 4.2.1 from a Regional Grouping of Members receiving the same number of votes, the Chief

Executive shall draw lots at the counting of the votes to determine which candidate is elected.

- 4.4.6. The Chief Executive may, in his or her discretion, appoint a deputy returning officer and delegate any of his or her powers, functions or duties to that person who shall act accordingly.
- 4.4.7. The Chief Executive may, in his or her discretion, delegate any of his or her powers, functions or duties to an Executive Officer of a Regional Grouping of Members who shall act accordingly for the conduct of elections for the purpose of clause 4.2.1 in respect of the Regional Grouping of Members relevant to that Executive Officer.

Appendix 3

GAROC 2020 Candidate Nomination Form

2020 Nomination Form

GAROC

Nominee's Council	<i>(insert name of council)</i>
Nominee's Name (full name)	<i>(insert title, first name and surname)</i>
Regional Grouping	<i>(Select one)</i> <input type="checkbox"/> North <input type="checkbox"/> West <input type="checkbox"/> South <input type="checkbox"/> East
Declaration and signature of nominee	I hereby accept such nomination. Signature:
Signature and name of Nominating Council's CEO	Signature: <i>(insert name)</i>
Dated	<i>(insert date)</i>

This form is to be sent to the LGA Returning Officer
Close of nominations 5:00pm Monday 24 August 2020

Appendix 4

GAROC 2020 Candidate Information Sheet

Candidate Information Sheet

GAROC

(word limit is strictly 1,000 words)

Name:	<i>(insert title, first name and surname)</i>
Council:	<i>(insert council name)</i>
Local Government Experience & Knowledge	<ul style="list-style-type: none">• <i>(insert)</i>
Local Government Policy Views & Interests	<ul style="list-style-type: none">• <i>(insert)</i>
Other information	<ul style="list-style-type: none">• <i>(insert details of leadership, board, corporate governance experience etc)</i>

This form must accompany the Nomination Form

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.10

Responsible Officer: Steven Watson
Acting Executive Manager Governance & Performance
Office of the Chief Executive

Subject: Nomination for LGA President 2020-2022

For: Decision

SUMMARY

A call for nominations for the position of Local Government Association (LGA) President to commence from the conclusion of the 2020 Annual General Meeting (AGM) and to remain in office until the conclusion of the 2022 AGM has been received from the LGA's Chief Executive Officer.

The LGA Constitution specifies that the Office of President must be occupied on a rotational basis between a council member from a council in the South Australian Regional Organisation of Councils (SAROC) and a council member from a council in the Greater Adelaide Regional Organisation of Councils (GAROC). For this election, nominations are for council members within GAROC.

To be eligible for nomination, a person must be a council member and be a current member of the GAROC Committee and have been in that role for at least one year. An eligible candidate needs to be nominated by a member council but does not need to be nominated by their own council.

Nominations are invited from councils and must be received by 5pm Monday 28 August 2020.

RECOMMENDATION

Council resolves:

1. That the report be received and noted
 2. To determine that the method of selecting a Council Member to be nominated for the LGA President role be by an indicative vote utilising the process set out in this Agenda report.
 3. To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred person for nomination for the LGA President role and for the meeting to resume once the results of the indicative vote have been declared.
 4. To endorse the nomination of _____ for the LGA President role and authorise the Chief Executive Officer to lodge the completed nomination form to the Local Government Association by COB 28 August 2020.
-

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal 5 A Progressive Organisation

Objective O4 We actively represent our community

Priority O4.3 Attract and develop a diverse and capable elected body that represents, promotes and reflects the composition of the community

Priority O4.3 Advocate to, and exert influence with, our stakeholders on behalf of our community to promote the needs and ambitions of the region

Objective O5 We are accountable, informed, and make decisions in the best interests of the whole community

Priority O5.1 Enhance governance structures and systems to prudently adapt to changing circumstances and meet our legislative obligations

➤ Legal Implications

The call for nominations for LGA President is in accordance with the LGA Constitution. Clause 28 – Nominations for the Office of President (**Appendix 2**).

➤ Risk Management Implications

Participation as LGA President provides council with the opportunity to participate in the broader agenda of the LGA and ensure Adelaide Hills Council's interests are represented. This assists in managing the risk of:

Poor governance practices occur which leads to a loss of stakeholder (i.e. customer and regulator) confidence and/or legislative breaches.

Inherent Risk	Residual Risk	Target Risk
Extreme (%C)	Medium (5C)	Medium (5C)

➤ Financial and Resource Implications

The LGA President is provided with administrative support, an annual allowance of \$47,982 and is reimbursed travel and related expenses through the *LGA GP02 Board and Committee Member Allowances and Expenses Policy* by the LGA.

As such, the LGA President's Member Council is not required to provide administrative support, nor reimbursement of any expenses relating to the LGA President's role.

➤ Customer Service and Community/Cultural Implications

There are no direct end-user customer service implications regarding the nomination of the LGA President.

➤ **Sustainability Implications**

Not directly applicable.

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Council Members: Mayor Jan-Claire Wisdom has indicated an interest in nominating for the LGA President role.

Advisory Groups: Not Applicable

Administration: A/Chief Executive Officer
Executive Assistant - Mayor & CEO

External Agencies At the time of report writing, the Administration is not aware of the aspirations of any other eligible candidates from the current GAROC Committee.

Community: Not Applicable

2. **BACKGROUND**

The LGA CEO has written to AHC seeking nominations for the position of LGA President (**Appendix 1**).

The LGA Constitution specifies that the Office of President must be occupied on a rotational basis between a council member from a council in the South Australian Regional Organisation of Councils (SAROC) and a council member from a council in the Greater Adelaide Regional Organisation of Councils (GAROC). For this election, nominations are for council members within GAROC.

To be eligible for nomination, a person must be a council member and be a current member of the GAROC Committee and have been in that role for at least 1 year. An eligible candidate needs to be nominated by a member council but does not need to be nominated by their own council.

Nominations and any accompanying candidate information must be received by the LGA by 5.00pm Monday 28 August 2020.

In due course Council will receive information from the LGA regarding the voting process for election to the LGA President position and Council will be able to resolve and cast its vote accordingly.

3. ANALYSIS

The role of LGA President is detailed in the attached LGA President Position Description (**Appendix 2**).

The current membership of GAROC is:

- Mayor Karen Redman (Chair) – Town of Gawler
- Mayor Gillian Aldridge – City of Salisbury
- Mayor Angela Evans – City of Charles Sturt
- Mayor Kevin Knight – City of Tea Tree Gully
- Cr Christel Mex – City of Marion
- Mayor David O’Loughlin – City of Prospect
- Lord Mayor Sandy Verschoor – City of Adelaide
- Mayor Jan-Claire Wisdom – Adelaide Hills Council
- Mayor Claire Boan – City of Port Adelaide Enfield

All members except Mayor Claire Boan, City Port Adelaide Enfield are eligible to be nominated. Mayor Boan has not yet served one year on GAROC so is ineligible for nomination.

At the time of preparing this report the LGA advised it has received only one nomination for LGA President being Mayor Karen Redman

Nominations must be made using the attached form (**Appendix 3**) signed by the nominee (indicating their willingness to stand for election) and Council’s Chief Executive Officer. The nominee may also complete a Candidate Information Sheet (**Appendix 4**) to support their nomination.

Indicative Voting Process for Determining Council Appointed Positions

Due to the potential implications of the Conflict of Interest provisions (see Legal Implications above) regarding the nomination of Council Members, it is proposed that the Council adjourn the meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote (Indicative Voting Process) to determine the preferred person to be nominated.

As the Indicative Voting Process involves discussion of a matter that is, or is intended to be, part of the agenda for a formal meeting of the Council or Council Committee, it is a Designated Informal Gathering for the purposes of s90 and the *Informal Council and Council Committee Gatherings and Discussions Policy* (the Policy). As a Designated Informal Gathering, the Chief Executive will conduct the meeting in accordance with the Policy.

The Indicative Vote Process below is based on the Appointments to Positions Process contained in Clause 4.7 Council’s *Code of Practice for Code of Practice for Council Meeting Procedures*.

The Indicative Voting Process is:

- a) Chief Executive Officer calls for self-nominations for the position of LGA President Nominee.
- b) If the number of nominees is equal to or less than the number of positions, no election will be required. If the number of nominees is greater, an election will be necessary.
- c) The CEO (or another Council staff member) will be appointed as the Returning Officer and may enlist other Council staff to assist with the conduct of the vote and the count.
- d) The method of voting will be by secret ballot utilising the preferential counting system
- e) Each Council Member (including the Mayor) shall have one vote.
- f) Ballot papers will be provided to each Council Member
- g) The nominee's names will be drawn to determine the order on the ballot paper.
- h) Each nominee will have two (2) minutes to speak to the Gathering in support of the candidacy. The speaking order will be as listed on the ballot paper.
- i) Completed ballot papers will be collected by the Returning Officer and the count will be undertaken in a separate room with an observer (another Council staff member) present.
- j) In the event of a tie, the result will be decided by the Returning Officer drawing lots, the candidate first drawn being the candidate excluded.
- k) After all votes have been counted, the Returning Officer shall formally declare the result of the election (i.e. the preferred person).
- l) The ballot papers will be shredded.

Proposed Chronology of Events

The mechanics are relatively complicated due to the legislative provisions regarding conflict of interest and informal gatherings.

The following chronology has been based on guidance from the LGA regarding the election of Council Members to Committee and Presiding Member positions:

- I. Council will consider the process that it will use to choose the preferred person for the nomination to the LGA. Council would give effect to this by dealing with Recommendation 2 (or a variant) at this time.
- II. Having decided the method, Council will then have to adjourn the meeting to enable the process to be undertaken. Council would give effect to this by dealing with Recommendation 3 (or a variant) at this time.
- III. Once the Indicative Voting Process has been completed the Council meeting will resume in accordance with the previous resolution.

Upon resumption, any AHC Council Member(s) who nominated for the LGA President Nominee role would be advised to consider their obligations to declare a Material, Actual or Perceived Conflict of Interest as appropriate.

- IV. Council can then resolve for the preferred person to be nominated to the LGA. Council would give effect to this by dealing with Recommendation 4 (or a variant) at this time.

Once this matter is resolved, the Members who have declared Conflicts of Interest and left the Chamber can return to the Chamber.

4. OPTIONS

The Council has the following options:

- a) To resolve to nominate an eligible candidate for LGA President.
- b) To make no nomination for LGA President.

5. APPENDICES

- (1) Nomination for LGA President 2020-2022 - Letter from LGA CEO
- (2) Extract from LGA Constitution, Fact Sheet and Position Description for LGA President
- (3) LGA President Candidate Nomination Form
- (4) LGA President Candidate Information Sheet

Appendix 1

Nomination for LGA President 2020-2022

Letter from LGA CEO

In reply please quote our reference: ECM 713305 AS/AC

20 July 2020

Mr Andrew Aitken
Chief Executive Officer
Adelaide Hills Council
PO Box 44
Woodside SA 5244

Emailed: aaitken@ahc.sa.gov.au; mail@ahc.sa.gov.au

Dear Mr Aitken

Call for Nominations for LGA President

The LGA hereby calls for nominations for the position of LGA President to commence from the conclusion of the 2020 Annual General Meeting (AGM) and to remain in office until the conclusion of the 2022 AGM. A nomination form for the position of President is attached and must be received by me, no later than **5pm Monday 24 August 2020**. Late nominations will not be accepted.

The LGA Constitution specifies that the office of President must be occupied on a rotational basis between a council member from a council in the South Australian Regional Organisation of Councils (SAROC) and a council member from a council in the Greater Adelaide Regional Organisation of Councils (GAROC). For this election, nominations are for council members within GAROC. To be eligible for nomination, a person must be a council member and be a current member of the GAROC Committee and have been in that role for at least 1 year. An eligible candidate needs to be nominated by a member council but does not need to be nominated by their own council. Please refer to the attached Fact Sheet and Position Description for further information on eligibility and role responsibilities.

Key (indicative) timings and relevant LGA Constitution provisions are outlined in the table below.

Indicative Timing	Headline	LGA Constitution Provision
	Office of President	Position of President – rotated between SAROC and GAROC (Clause 28.6).
	Returning Officer	Returning Officer for all LGA electoral matters is the Chief Executive Officer (Clause 29.1)
20 July 2020	Nominations Called	CEO to write to members calling for nominations for position of President at least 3 months before AGM (Clause 28.2)
24 August 2020	Nominations Close	Nominations <u>must</u> be received by the CEO no later than 5pm on the day specified for the close of nominations, being 24 August 2020 (Clause 28.7)

Indicative Timing	Headline	LGA Constitution Provision
	Office of President	Position of President – rotated between SAROC and GAROC (Clause 28.6).
	Nominations equal to vacancies	If only 1 nomination is received for President, the Chief Executive shall declare such person duly elected (Clause 29.3). If the number of persons nominated for the office of President exceeds 1 person then an election must be held (Clause 29.4).
7 September 2020	Ballot papers prepared and posted	CEO shall deliver ballot papers to each member at least 6 weeks before AGM (last date 17 September) (Clause 29.5.1)
19 October 2020	voting closes	The CEO as returning officer will determine when voting closes, being 19 October 2020
20 October 2020	Counting of votes	The CEO shall nominate the date, time and place for the counting of votes (Clause 29.5.6)
29 October 2020	Final declaration of result	CEO shall declare the candidate with the most votes elected at the AGM (Clause 29.5.8)
29 October 2020	President takes office	President takes office at the conclusion of the AGM (Clause 30.1)

Timing of LGA Election

The LGA Constitution provides for the election of LGA President, SAROC and GAROC members, and the LGA Board to take effect from the LGA's AGM, every other year. This enables the outgoing President to deliver their annual report and finance statements for the preceding year, before handing over to the incoming President.

Access to Members Information

Nominees may access the contact details of councils and elected members from the LGA database to assist in communicating with the sector during the election campaign. This information will be available upon request.

The LGA is writing separately to councils regarding the arrangements for the election of members to SAROC and GAROC.

If you have any questions in relation to the election process, please contact me or Director Governance & Legislation Alicia Stewart on 8224 2037 or alicia.stewart@lga.sa.gov.au.

Yours sincerely



Matt Pinnegar

Chief Executive Officer/ LGA Returning Officer

Telephone: (08) 8224 2039

Email: matt.pinnegar@lga.sa.gov.au

CC: Mayor – via email jcwisdom@ahc.sa.gov.au

Attachments:

- 1 Extract from LGA Constitution – Section 28
- 2 LGA President Election Fact Sheet
- 3 LGA President Position Description
- 4 2020 Nomination Form – LGA President
- 5 Candidate Information Sheet

Appendix 2

*Extract from LGA Constitution, Fact Sheet and
Position Description for LGA President*

Extract – LGA Constitution

Clause 28 – Nominations for the Office of President

- 28.1 The office of President shall be elected by Members biennially.
- 28.2 In the year in which a new President is to be elected, and at least 3 months before the Annual General Meeting, the Chief Executive shall write to all Members calling for nominations for the position of President.
- 28.3 Every Member is entitled to nominate an eligible person to the office of President.
- 28.4 To be eligible for nomination as a candidate for the position of President, a person must be a Council Member.
- 28.5 To be eligible for the position of President, a person must also be a current member of SAROC or GAROC who has undertaken that role for a period of not less than 1 year.
- 28.6 The eligibility for office of President shall rotate each term between a person who is a Council Member of a Member within Regional Groupings of Members in SAROC and a Council Member of a Member within Regional Groupings of Members in GAROC.
- 28.7 A nomination of a person for the office of President shall be by resolution of a Member and must be received by the Chief Executive not later than 5 pm on the day specified for the closure of nominations. A nomination must be signed by the candidate indicating his or her willingness to stand for election and be in the form determined by the Chief Executive.
- 28.8 If no nomination is received for the office of President under clause 28.7, then the Chief Executive shall call for additional nominations from and by the Delegates at the Annual General Meeting and will conduct an election at the meeting.

LGA President Election Fact Sheet

1. Who can nominate a person?

All LGA member councils (**Members**) are entitled to nominate an eligible person to the office of President.

2. Who can be nominated?

To be eligible for nomination as a candidate in the 2020 President Election, a person must be a Council Member, and must be a current member of the GAROC Committee who has undertaken that role for a period of not less than 1 year.

3. How is a nomination made?

A person is nominated by resolution of a Member. The LGA President Nomination Form must be signed by both the candidate indicating their willingness to stand for election and by the Chief Executive of the nominating Member and must be received by the LGA CEO no later than **5:00pm on Monday 24 August 2020**.

4. What is the election process?

If only one eligible person is nominated, the CEO will declare such person duly elected. If the number of eligible persons nominated exceeds one person, then an election will be held. The CEO is the Returning Officer for any election for the office of President. The CEO will notify all Members of the nominated candidates and will conduct the election as follows (timings are indicative only):

1. The CEO will deliver ballot papers to each Member at least six weeks prior to the Annual General Meeting (no later than 17 September).
2. The ballot papers will list the candidates for election, specify the date of closure of the election as 19 October 2020, and be accompanied by an envelope marked "Ballot Paper" and a second envelope marked "Returning Officer".
3. Each Member then determines by resolution the candidate it wishes to vote for and mark the ballot paper accordingly and place it in a sealed envelope for delivery to the CEO.
4. The CEO will nominate the date, time, and place for the counting of votes and will invite each candidate and a person nominated as the candidate's scrutineer to be present.
5. At the counting of the votes the CEO will produce unopened envelopes marked "Ballot Paper" and if satisfied that all votes are valid, count the number of votes.
6. The candidate with the most votes will be deemed elected and the CEO will declare the candidate elected at the Annual General Meeting.
7. If candidates receive the same number of votes, the CEO will draw lots at the counting of the votes and the lot drawn will be the candidate elected.

LGA President

Position Title:	LGA President
Position Status:	Elected for two year term
Reporting Arrangements:	This position reports to the LGA Board of Directors
Location:	Local Government House, 148 Frome Street, Adelaide
Special Conditions:	Some intra/interstate travel with overnight stays is required. Out of hours work required.

LGA Values and Behaviours

	Value and Respect	Optimism	Integrity	Connectivity	Excellence
Our Values					
Our Individual Behaviour	<p>I am considerate of others' priorities and workloads.</p> <p>I communicate with respect and am approachable, professional and polite.</p>	<p>I always look for the positive opportunity, even when challenged.</p>	<p>I uphold the values of the LGA and adhere to my workplace responsibilities.</p>	<p>I welcome opportunities to engage with others and build positive working relationships.</p>	<p>I am a leader and role model through my actions and behaviour.</p> <p>I value everyone equally.</p> <p>I am a driver of constructive change.</p>
Our Organisational Behaviour	<p>We engage with, and have confidence and trust in the ability and judgement of all of our staff.</p> <p>We provide regular, honest and constructive feedback.</p>	<p>We recognise the importance of a positive work/life balance.</p> <p>We recognise the best qualities in our staff and harness all abilities.</p>	<p>We are consistent in decision making and are honest when dealing with staff and stakeholders.</p>	<p>We provide a safe, supportive and informative workplace with clear and regular communication.</p> <p>We commit to removing barriers that impact on effective work practices.</p>	<p>We empower, support and encourage our staff.</p> <p>We lead toward clear and inspiring goals and vision.</p>

Position Description

Position

The Board of Directors is the governing entity of the LGA.

The Board of Directors consists of:

- the President;
- the Immediate Past President;
- the chairperson of SAROC and the chairperson of GAROC; and
- 6 additional persons (each of which must be a Council Member) with relevant business and governance experience elected in equal proportions from the Council Members of SAROC (3 persons) and the Council Members of GAROC (3 persons).

Each Director must:

- undertake his or her role as a Director honestly and act with reasonable care and diligence in the performance and discharge of functions and duties;
- not make improper use of information acquired by virtue of his or her position as a Director to gain, directly or indirectly, an advantage for himself or herself or for another person or to cause detriment to the LGA;
- not make improper use of his or her position as a Director to gain, directly or indirectly, an advantage for himself or herself or for another person or to cause detriment to the LGA; and
- not act in any matter where the Director has a conflict of interest (provided that an interest shared in common with all or a substantial proportion of the Directors will not be an interest giving rise to a conflict of interest).

Functions, Duties and Powers

1. Chair and lead the LGA Board of Directors who have the following roles, functions and duties:

- The role of the Board of Directors is to oversee corporate governance of the LGA and provide strategic direction and leadership. The Directors do not represent SAROC, GAROC or a specific Member or Members.
- The functions of the Board of Directors include:
 - appointing a Chief Executive and superintending his or her performance;
 - holding the Chief Executive accountable for the performance of the LGA Office;
 - advocating for the LGA, the Members and the local government community;
 - superintending the activities of the LGA;
 - determining matters which may be placed on the agenda of a General Meeting; and
 - undertaking such other functions as may be provided for, or envisioned by, this Constitution.
- The Board of Directors must ensure that:
 - the LGA acts in accordance with applicable laws and the Constitution;
 - the LGA acts ethically and with integrity, respecting diversity and striving for gender balance participation in all activities;
 - the activities of the LGA are conducted efficiently and effectively and that the assets of the LGA are properly managed and maintained;

- subject to any overriding fiduciary or other duty to maintain confidentiality, the affairs of the LGA are undertaken in an open and transparent manner; and
- the LGA performs to its business plan and achieves or better the financial outcomes projected in its budget.

2. The President shall:

- preside at all General Meetings and meetings of the Board of Directors, but in his or her absence a member of the Board of Directors chosen by the Board of Directors shall preside at the meeting.
- act as the principal spokesperson of the LGA.
- exercise other functions of the LGA as the LGA Board of Directors determines.
- represent the LGA to government, stakeholders and events.

The key responsibilities of the LGA President

The President acts as an important link between the Board and the organisation's management via the CEO. The President is responsible for leadership of the Board including:

- Facilitating proper information flow to the Board.
- Facilitating the effective functioning of the Board including managing the conduct, frequency and length of Board meetings.
- Communicating the views of the Board, in conjunction with the CEO, to the LGA's members, State and Federal Government, broader stakeholders and to the public.
- Facilitating open and constructive communications amongst Board members and encouraging their contribution to Board deliberations.
- Overseeing and facilitating Board, committee and Board member evaluation reviews and succession planning.
- Liaising and interfacing with the CEO as the primary contact between the Board and management.
- Liaising with and counselling, as appropriate, board members.

Inside the boardroom the President is responsible for the following:

- Acting as an important link between the Board and management but without necessarily preventing direct access of fellow directors.
- Establishing and maintaining an effective working relationship with the CEO.
- Setting the tone for the Board, including the establishment of a common purpose.
- Chairing Board meetings efficiently and shaping the agenda in relation to goals, strategy, budget and executive performance.
- Obtaining appropriate information to present to the Board.
- Encouraging contributions by all Board members and seeking consensus when making decisions.
- Motivating Board members and where appropriate dealing with underperformance.
- Overseeing the process for appraising the Board as a whole.
- Overseeing negotiations for the CEO's employment and evaluating the CEO's performance.
- Planning for CEO succession.
- Assisting with the selection of Board and Committee members.

Eligibility Criteria

As per clause 28 of the LGA Constitution:

- To be eligible for nomination as a candidate for the position of President, a person must be a Council Member.
- To be eligible for the position of President, a person must also be a current member of SAROC or GAROC who has undertaken that role for a period of not less than 1 year.
- The eligibility for office of President shall rotate each term between a person who is a Council Member of a Member within Regional Groupings of Members in SAROC and a Council Member of a Member within Regional Groupings of Members in GAROC.
- A nomination of a person for the office of President shall be by resolution of a Member and must be received by the Chief Executive not later than 5 pm on the day specified for the closure of nominations. A nomination must be signed by the candidate indicating his or her willingness to stand for election and be in the form determined by the Chief Executive.

Performance/Accountability

The Board of Directors will conduct an annual performance review to assess its performance as a Board and in meeting the LGA's objectives and strategies. This may include a review of individual Directors including the President.

Appendix 3

LGA President Candidate Nomination Form

2020 Nomination Form

LGA President

Name of Council submitting nomination	<i>(insert name of council)</i>
Nominee's (full name)	<i>(insert title, first name and surname)</i>
Declaration and signature of nominee	<p>I hereby accept such nomination and consent to act as LGA President if so elected.</p> <p>Signature:</p> <p>.....</p>
Council Resolution	<p><i>(insert date & resolution no.)</i></p> <p><i>(insert council resolution)</i></p>
Signature and name of CEO (Nominating Council)	<p>Signature:</p> <p>.....</p> <p><i>(insert name)</i></p>
Dated	<i>(insert date)</i>

This form is to be sent to the LGA Returning Officer
Close of nominations 5:00pm Monday 24 August 2020

Appendix 4

LGA President Candidate Information Sheet

Candidate Information Sheet

LGA President

(word limit is strictly 1,000 words)

Name:	<i>(insert title, first name and surname)</i>
Council:	<i>(insert council name)</i>
Local Government Experience & Knowledge	<ul style="list-style-type: none">• <i>(insert)</i>
Local Government Policy Views & Interests	<ul style="list-style-type: none">• <i>(insert)</i>
Other information	<ul style="list-style-type: none">• <i>(insert details of leadership, board, corporate governance experience etc)</i>

This form must accompany the Nomination Form

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.11

Responsible Officer: David Collins
Manager, Strategic Assets
Infrastructure and Operations

Subject: SA Power Networks Public Lighting Tariff Agreement

For: Decision

SUMMARY

The purpose of this report is to seek approval for the Mayor and CEO to enter into an on-going agreement with SA Power Networks for the provision of public street lighting services. SA Power Networks have provided public street lighting services to Local Government and the Department for Infrastructure and Transport (DIT) for decades.

The Australian Energy Regulator (AER) announced that from the 2020 – 2025 regulatory period that road public lighting would become an Alternate Control Service. This means that the AER as the regulator will set the tariff fees that can be charged by SA Power Networks for the range of public street lighting services.

When the decision was made to move the public street lighting services to an Alternate Control Service a Public Lighting Working Group was established. This group including SA Power Networks, local council representatives, DPTI and facilitated by the Local Government Association (LGA) work collaboratively towards greater understanding and alignment of service requirements and associated costs for these services. This new tariff agreement was part of that process.

This agreement is for services associated with the hardware (poles, brackets, cables, luminaire and lights) to ensure that public street lighting is provided to the community. This agreement does not impact what Council pay for the electricity used in public street lighting.

RECOMMENDATION

Council resolves:

- 1. That the report be received and noted.**
 - 2. That the Mayor and CEO be authorised to sign and seal the Letter of Offer and enter into the Tariff Agreement (Appendix 1) with SA Power Networks.**
-

1. GOVERNANCE

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

Strategic Plan 2020-24 – A brighter future

Goal A function Built Environment

Objective B3 Consider external influences in our long term asset management and adaptation planning

Priority B3.2 Aim to achieve 100% renewable energy use for our corporate operations and strive towards carbon neutrality

Objective B4 Sustainable management of our built assets ensures a safe, functional and well serviced community

Priority B4.1 Ensure the long term management of the built form and public spaces occurs in consideration of the relevant financial, social and environmental management matters.

Priority B4.2 Embrace innovative and new technology solutions to proactively maintain our built assets that further enhance the provision of efficient services to the community

The current agreement allows for tariffs associated with LED public street lighting and also continues the ability for Council to fund and upgrade public street lighting.

➤ **Legal Implications**

Not having an agreement in place may disadvantage Council in the future regarding the ownership of the lamp and luminaires that Council has recently purchased.

➤ **Risk Management Implications**

The Public Lighting Tariff Agreement will assist in mitigating the risk of:

No formal agreement in place for on-going public lighting services leading to potential disputes for service provision and asset ownership

Inherent Risk	Residual Risk	Target Risk
Low (1E)	Low (1E)	Low (1E)

➤ **Financial and Resource Implications**

Ongoing funding is identified in the 2020/21 annual budget for public lighting tariffs and also projected to continue as part of the Long Term Financial Plan. The AER set tariff for the first year of the five year regulatory period from 1 July 2020 has resulted in reduction of approximately \$10,000 in tariff costs payable to SA Power Network for the 2020/21 financial year. Any required changes to the current budget will be undertaken as part of BR1.

No additional resources are required as a result of entering into this agreement.

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

Not Applicable.

➤ **Sustainability Implications**

Public street lighting contributes significantly to electricity use. The updated agreement recognises the use of LED options and associated tariffs. The agreement allows for Councils to continue to invest in LED public street lighting under the agreement tariff options, the increased use of which reduces Council's carbon footprint.

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: Director, Infrastructure and Operations
Procurement Project Officer, Financial Services
Manager Financial Services

External Agencies: Public Lighting Working Group

Community: Not Applicable

2. **BACKGROUND**

Council provides public street lighting services through SA Power Networks. This has been the situation for many decades. Most recently the Australian Energy Regulator made the provision of public lighting an Alternate Control Service. This in essence, means that the regulator will set the final tariff prices within the regulatory period. As of 1 July 2020 the tariff rates being paid by Council are as per the AER determination. Each regulatory period is for five years.

Previously, the service had been a Negotiated Control Service and this as the title suggests was a negotiated tariff rate direct between SA Power Network and the public lighting customers, namely councils and the Department for Infrastructure and Transport(DIT).

When the AER announced that the road public lighting service would become an Alternate Control Service a Public Lighting Working Group (PLWG) was established that had representatives from councils, LGA, SA Power Networks and was supported by an external consultant who specialised in the LED public lighting space. The group worked collaboratively in the 18 months leading up to the new regulatory system for road public lighting. This included the development and review of the proposed tariff agreement.

In addition SA Power Network in consultation with the PLWG developed a Public Lighting Service Framework. This document has been endorsed by the Local Government Association and included in Appendix 3. This provides additional detail of the services provided as public lighting customers.

Council previously entered into an agreement with SA Power Network as part of Council's decision in 2019 to change over public street lighting on local roads to LED luminaires. That specific agreement was negotiated to end on 30 June 2020 with the knowledge that the new tariff structure, with the tariff set by the AER, would commence on 1 July 2020.

3. ANALYSIS

The agreement proposed reflects the current situation relating to the tariff structure for public lighting. Whilst the annual public lighting tariff costs are less than \$100,000 per annum the nature of the agreement is such that it could be ongoing and hence it has been considered necessary to bring the agreement forward to Council to approve entering into the Tariff Agreement.

There are no alternate network wide suppliers of public street lighting services. The pole and wire network of SA Power Networks make it the most practical supplier of this service.

Whilst the AER has announced that the public street lighting service will move to an Alternate Control Service for the next regulatory period 2020 – 2025, it is reasonable to assume that the service will remain under this regulation framework for subsequent regulatory periods.

In basic terms, the supplier of the service (SA Power Networks) makes a submission to the regulator and must justify its tariff rates. The regulator also receives submission from the customers. The regulator issues a draft determination and further responses are received by the supplier. The Public Lighting Working Group on behalf of all public street lighting customers put a submission forward to the regulator as part of the process.

Based on this submission and its own investigations the AER will set the tariff rates for each regulatory period. The AER has made its final determination and tariff rates have now been set as from 1 July 2020 to 30 June 2025. Even without a new agreement in place, these current rates set by the AER are the rates being paid by Council for the road public street lighting services from 1 July 2020.

Council has not had a formal agreement in place for on-going services of public street lighting. Many councils are in a similar situation and the services have continued to be provided over the years on a historical basis. The agreement is an opportunity to have certainty in place for both SA Power Networks and Council as we start this new regulatory framework for public street lighting.

The Public Lighting Working Group and the LGA support entering into this new tariff agreement with SA Power Networks.

4. OPTIONS

Council has the following options:

- I. Enter into the New Tariff Agreement with SA Power Networks. Entering into this agreement will ensure the protection of Council regarding the services that it can expect from SA Power Networks and ensures that its public lighting asset investments are secured in Council ownership. **(Recommended)**
- II. Not enter into the New Tariff Agreement with SA Power Networks. The provision of services will continue as they have in the past, however, in the event of any disputes on service delivery and infrastructure ownership may be more difficult to resolve. **(Not Recommended)**

5. APPENDICES

- (1) SA Power Networks Letter of Offer and Tariff Agreement
- (2) SA Power Networks New Tariff Agreement
- (3) SA Power Networks Tariff Contract – Public Lighting Service Framework

Appendix 1

*SA Power Networks Letter of Offer and New Tariff
Agreement*

15 June 2020

Mr A Aitken
Chief Executive Officer
Adelaide Hills Council
PO Box 44
WOODSIDE SA 5244

Dear Mr Aitken

TRANSITION LETTER - MUTUAL TERMINATION AND NEW PUBLIC LIGHTING TARIFF AGREEMENT

We refer to the letter to you from the Local Government Association dated 30 April 2020, which sets out the background and detail behind the formation of the new public lighting tariff agreement which is to commence on 1 July 2020 ("**New Tariff Agreement**").

Mutual Termination

As a result of the implementation of the New Tariff Agreement, SA Power Networks and Adelaide Hills Council ("**Customer**") agree that:

- all previous tariff agreements or tariff arrangements between SA Power Networks and the Customer in relation to the delivery of public lighting services ("**Previous Tariff Agreements or Tariff Arrangements**"); and
- (where applicable), any existing tariff agreement between SA Power Networks and the Customer in relation to the delivery of LED public lighting services ("**Existing Tariff Agreement**"),

(collectively known as the "**Previous and Existing Tariff Agreements**")

will terminate with effect from 30 June 2020, provided however, that the parties acknowledge and agree:

- that they do not release or discharge each other from any claims, demands, actions or proceedings that they may have now or at any time in the future in connection with the Previous and Existing Tariff Agreements;
- that on and from 30 June 2020, they remain liable for any outstanding obligations (including but not limited to any outstanding warranty or payment obligations) under the Previous and Existing Tariff Agreements; and
- that provisions of the Previous and Existing Tariff Agreements survive termination which, by their nature, are intended to survive.

Offer to enter into the New Tariff Agreement

SAPN offers to enter into the New Tariff Agreement with the Customer in relation to the provision by SAPN of public lighting services on the terms as set out in the document attached with this correspondence.

Acceptance

In order to accept the terms of the proposed mutual termination and release and to accept the offer to enter into the New Tariff Agreement, please sign the acceptance at the end of this letter and return it to us prior to 1 July 2020.

If you do not countersign and return this letter to us prior to 1 July 2020, your acceptance of the terms of the mutual termination and release and the offer to enter into the New Tariff Agreement will be deemed, should you continue to accept the provision of public lighting services from SAPN after 1 July 2020.

This letter of offer may be signed in counterpart and each counterpart when exchanged will form one document. Counterparts may be exchanged in electronic format.

Signed for and on behalf of
SA POWER NETWORKS
by its duly authorised signatory

Robert Stobbe
Chief Executive Officer

ACCEPTANCE

The terms of the amendment to the Transition Letter as set out above are hereby accepted.

Signed for an on behalf of **Adelaide Hills Council**
by its duly authorised signatory in the presence of:

.....
Signature of duly authorised signatory

.....
Signature of witness

.....
Name of duly authorised signatory

.....
Name of witness

.....
Date



Appendix 2

SA Power Networks New Tariff Agreement

**ATTACHMENT A
GENERAL CONDITIONS**

The Customer and SAPN (together “**the Parties**”) agree as follows:

OPERATIVE PROVISIONS

1 THE AGREEMENT

- 1.1 The Tariff Agreement comprises the following contract documents:
 - 1.1.1 the Transition Letter;
 - 1.1.2 these General Conditions and the Annexures to these General Conditions;
 - 1.1.3 the Other Attachments and the Annexures to the Other Attachments; and
 - 1.1.4 such other terms and conditions as agreed in accordance with the process for amending the Tariff Agreement as set out in the Transition Letter.
- 1.2 Except where otherwise indicated, in the event of any inconsistency between the documents which comprise the Tariff Agreement, the order of precedence is as set out in clause 1.1 of the General Conditions.
- 1.3 Where the PLC LED Tariff applies, or SAPN is to supply and/or install the Luminaires under the TFI LED Tariff, the Parties acknowledge and agree that:
 - 1.3.1 the terms and conditions of the Construction Agreement will apply to the supply and/or installation of the Luminaires until energisation, after which the Construction Agreement will cease to apply except for those clauses of the Construction Agreement, which are intended to survive expiration or termination of the Construction Agreement (including but not limited to the payment of the Fee by the Customer under a Letter of Offer); and
 - 1.3.2 from the time of energisation, the Services will be provided to the Customer by SA Power Networks in accordance with the Tariff Agreement.

2 PARTY OBLIGATIONS

- 2.1 In relation to this Tariff Agreement, each Party agrees and is responsible for (at its sole cost):
 - 2.1.1 conducting such asset, legal, financial and tax due diligence investigations which it may reasonably consider necessary or desirable; and
 - 2.1.2 obtaining all necessary internal approvals; and

- 2.1.3 compliance with all applicable Laws in relation to this Tariff Agreement.
- 2.2 The Customer acknowledges and agree that:
 - 2.2.1 SAPN is not responsible or liable for the design of the Relevant Lighting nor does it give any warranty or undertaking whatsoever to the Customer as to the adequacy or otherwise of any lighting design, including the location of the Relevant Lighting and whether the lighting design complies with the Relevant Standard or the Law;
 - 2.2.2 For the purposes of the *Work Health and Safety Act, 2012 (SA)*, SAPN is the person conducting a business or undertaking under this Tariff Agreement including (for the avoidance of doubt and where relevant), the Construction Agreement.
 - 2.2.3 The Customer is responsible for:
 - 2.2.3.1 vegetation management, in and around the Relevant Lighting (other than as required by Law);
 - 2.2.3.2 providing access to the Site in accordance with this Tariff Agreement;
 - 2.2.3.3 payment of the agreed Tariff in accordance with clause 7.2 of Annexure A.1;
 - 2.2.3.4 maintenance of the Site in accordance with Law;
 - 2.2.3.5 community relations;
 - 2.2.3.6 obtaining all Approvals (where applicable and required);
 - 2.2.3.7 promptly providing any additional information as requested by SAPN to fulfil its obligations in relation to the Services and this Tariff Agreement;
 - 2.2.3.8 any alteration, amendment or variation of the design, the Site, location of the Relevant Lighting at the Site or other infrastructure, including by way of example only, roads and pathways that may affect, among other things, the fitness for purpose of those Goods and/or compliance with the Law; and
 - 2.2.3.9 promptly notifying SAPN in writing as soon as it becomes aware of any change that may adversely affect the Services.

3 THE SERVICES

- 3.1 The Services to be provided by SAPN for each Tariff are as described in Annexure A.1.
- 3.2 The Services will be based on this Tariff Agreement and charged at the published amount for the Tariff as amended from time to time by or in accordance with decisions made by the AER.

- 3.3 SAPN's obligations include:
- 3.3.1 providing the Services in accordance with this Tariff Agreement;
 - 3.3.2 planning, coordinating and managing its personnel and all other relevant resources as required to deliver the Services;
 - 3.3.3 providing all of the Goods (except where otherwise required or agreed);
 - 3.3.4 providing all necessary information that may reasonably be required by the Customer by way of regular maintenance performance and asset information reporting.
- 3.4 Spares
- 3.4.1 The Parties acknowledge and agree that SAPN is not required to hold spare Luminaires or spare parts or Luminaires other than for Standard SAPN Luminaires.
 - 3.4.2 SAPN will supply all other Goods in the performance of the Services.
 - 3.4.3 Under the PLC LED Tariff, where the Luminaire fails and is replaced by SAPN, the Customer will pay SAPN the reasonable cost to replace the Luminaire which in the case of a Standard SAPN Luminaire will not include labour costs under normal circumstances (for example, systemic Luminaire defects would not constitute a normal circumstance).
- 3.5 Not used.
- 3.6 If the Customer wishes SAPN to, at the Customer's cost, make an alteration or improvement to the Luminaires, then the Customer must seek SAPN's consent to the proposed alteration or improvement, which consent shall not be unreasonably withheld, provided that the alteration or improvement does not adversely affect SAPN's ability to deliver the Services in accordance with terms of this Tariff Agreement or any other services provided by SAPN or any Related Body Corporate, including (without limitation):
- 3.6.1 the safety of people, property and the environment;
 - 3.6.2 the performance of the Luminaires;
 - 3.6.3 the structural integrity of the infrastructure supporting the Luminaires; or
 - 3.6.4 the efficiency, reliability, and ability to maintain of the Luminaires or SAPN's electricity distribution network.
- 3.7 If SAPN elects, at its cost, to make a material alteration or improvement to the Luminaires, then SAPN will notify the Customer within 60 days of making the alteration or improvement. SAPN will not make

alterations that adversely affect the safety of people, property and the environment, or the performance of the Luminaire.

- 3.8 Subject to their obligations at Law, neither Party will preclude the other Party from obtaining the benefits of any alterations or improvements made to the Luminaires under clauses 3.6 and 3.7 and will use their best endeavours (where reasonably practicable) to share any such benefits with the other Party.

4 WARRANTIES

4.1 SAPN warrants that:

4.1.1 unless agreed otherwise, it will supply the Goods for the performance of the Services;

4.1.2 the Services will be performed at good industry standard.

5 RISK AND INDEMNITY

5.1 Subject to clause 5.2 below, ownership and title in the Goods and associated assets remains with SAPN or will be vested in SAPN.

5.2 Unless otherwise agreed in writing, where the PLC LED Tariff applies, ownership and title in the Luminaires will vest with the Customer on payment in full of the Customer Upfront Contribution as set out in a Letter of Offer or the replacement cost where the Customer pays the costs of a replacement Luminaire under clause 3.4.3, and following installation of the Luminaires, PROVIDED HOWEVER, that the Customer acknowledges and agrees that:

5.2.1 despite having ownership and title to the Luminaires it shall have no other rights whatsoever to or in respect of the Luminaires, including no right to use, modify, possess, access, maintain or repair the Luminaires other than as set out in this Tariff Agreement and that SAPN shall retain all such rights in accordance with the terms of this Tariff Agreement;

5.2.2 SAPN may at its sole discretion make any additions or improvements to the Luminaires as it sees fit (at no cost to the Customer) and in such case, SAPN shall retain ownership and title in the additions or improvements, other than where the additions or improvements are affixed to the Luminaire in such a manner that to remove them would cause irreparable damage to the Luminaire; and

5.2.3 if the Customer wishes to sell or transfer its ownership and title in the Luminaires, it must obtain the prior written consent of SAPN to the sale or transfer, which consent may be given on such terms and conditions as SAPN deems fit. The terms and conditions of consent may include (among other things) the requirement that the Customer and the incoming purchaser execute a novation agreement with SAPN, whereby the incoming

purchaser, acknowledges and agrees (among other things) that it will comply with the Customer's obligations under this Tariff Agreement.

- 5.3 Other than as expressly contemplated in this Tariff Agreement, all risk and cost in and associated with the Site location; lighting design; and choice of Luminaire (where the Luminaire is not a Standard SAPN Luminaire) is to be borne solely by the Customer.
- 5.4 The following risks are excluded by SAPN:
- 5.4.1 design of the lighting;
 - 5.4.2 defects in any goods and services supplied by the Customer or any third party not engaged or contracted by SAPN;
 - 5.4.3 unsafe Site;
 - 5.4.4 Latent Conditions.
- 5.5 SAPN indemnifies the Customer and its officers, employees, contractors, consultants and subcontractors (**Customer indemnified party**), to the fullest extent permitted under Law, for any liability, cost and expense (including legal fees and expenses), loss and damage suffered or incurred by a Customer indemnified party, as a result of a negligent act or omission of SAPN or its officers, employees, contractors, consultants or subcontractors, arising as a result of the Services, but this indemnity shall be reduced proportionally to the extent that any negligent act or omission of a Customer indemnified party directly caused the injury, death, loss or damage to arise.
- 5.6 The Customer indemnifies SAPN and its officers, employees, contractors, consultants and subcontractors (**SAPN indemnified party**), to the fullest extent permitted under Law, for any liability, cost and expense (including legal fees and expenses), loss and damage suffered or incurred by a SAPN indemnified party, as a result of a negligent act or omission of the Customer or its officers, employees, contractors, consultants or subcontractors, arising as a result of the Services, but this indemnity shall be reduced proportionally to the extent that any negligent act or omission of a SAPN indemnified party directly caused the injury, death, loss or damage to arise.
- 5.7 A party indemnified under this Tariff Agreement must take all reasonable steps to mitigate its loss, and not settle any claim the subject of an indemnity without the consent of the indemnifier (which consent shall not be unreasonably withheld).

6 LIABILITY AND INSURANCE

- 6.1 Except where otherwise intended or apparent in the Tariff Agreement in clauses 10 and 11, SAPN will not be liable to the Customer in respect of any Consequential Loss which may be suffered or incurred by the Customer in connection with the Services or this Tariff Agreement, and this exclusion of liability shall apply whether the liability or claim is based on breach of contract, repudiation, tort (including negligence), under an indemnity, under statute, in equity or otherwise.

- 6.2 Except where apparent in the Tariff Agreement in clauses 10 and 11, the Customer will not be liable to SAPN in respect of any Consequential Loss which may be suffered or incurred by SAPN in connection with the Services or this Tariff Agreement, and this exclusion of liability shall apply whether the liability or claim is based on breach of contract, repudiation, tort (including negligence), under an indemnity, under statute, in equity or otherwise.
- 6.3 Subject to clause 6.5 and 6.6 of the General Conditions and to the extent permitted by Law, the liability of a Party to the other Party for any claims, causes of action, occurrences or other matters arising out of or in connection with this Tariff Agreement (whether in contract, tort, under indemnity or otherwise) is limited to a maximum aggregate amount of \$20 million. For the avoidance of doubt, this limitation applies to any liability in respect of the matters the subject of any indemnities provided in this Tariff Agreement.
- 6.4 Notwithstanding any other provision of this Tariff Agreement, to the extent permitted by Law, the liability of SAPN for failure to comply with a statutory requirement, guarantee or warranty (including a guarantee under the *Australian Consumer Law of the Competition and Consumer Act 2010* (Cth), if applicable) is limited to:
- 6.4.1 in the case of Goods, to one of the following as determined by SAPN: the replacement of the Goods or the supply of equivalent Goods, the repair of the Goods, the payment of the cost of replacing the Goods or of acquiring equivalent Goods or the payment of the cost of having the Goods repaired; and
- 6.4.2 in the case of Services, to one of the following as determined by SAPN: the supplying of the Services again or the payment of the cost of having the Services supplied again.
- 6.5 Notwithstanding clause 6.4 of the General Conditions, SAPN's limit of liability under clause 4.3 of Construction Agreement shall apply with respect to the Services provided by SAPN under the Construction Agreement.
- 6.6 SAPN acknowledges and agrees that it will cause to be effected and maintained the insurance policies as contained in Annexure A.1.1 for the amounts as contained therein.
- 6.7 For the purposes of clause 6.1 and 6.2 above, "Consequential Loss" means any liability or claim suffered or incurred by any person (including under an indemnity) whether arising in contract, tort, under statute or on any other basis in law or equity for:
- (a) loss of profit;
 - (b) loss of revenue;
 - (c) loss of production;
 - (d) loss of goodwill;
 - (e) loss of business opportunity; or
 - (f) without limiting (a) - (e), losses other than those losses that may fairly and reasonably be considered as naturally flowing from the breach of the Tariff Agreement, as the probable result of the breach of the Tariff Agreement.

7 FORCE MAJEURE EVENT

- 7.1 Neither Party will be liable for any failure of performance or delay caused by any Force Majeure Event (FME).
- 7.2 If an FME occurs:
- 7.2.1 A Party affected by the FME shall notify the other Party as soon as practical of the FME and the extent to which that Party is unable to comply with its obligations.
 - 7.2.2 The performance of non-financial obligations of a Party under the Tariff Agreement which are affected by an FME shall be suspended to the extent and for the time that it is wholly or partially precluded from complying with its obligations under this Tariff Agreement by the FME.
 - 7.2.3 The affected Party shall, using all reasonable diligence and endeavours, seek to remedy, avoid or overcome the FME as quickly as practicable and otherwise seek to minimise any delays which may result from the FME.
 - 7.2.4 The affected Party shall promptly on the cessation of the FME notify the other Party of the cessation and recommence performance of its obligations under the Tariff Agreement.
 - 7.2.5 A Party is not relieved of an obligation to pay an amount due and payable under the Tariff Agreement by an FME.
- 7.3 SAPN will be entitled to an extension of time to perform its obligations under the Tariff Agreement, the length of which shall be determined having regard to the existence and duration of any FME.
- 7.4 If any FME endures for more than 180 days such that it prevents SAPN providing the Services to more than 75% of the Luminaires installed under the terms of this Tariff Agreement, either Party may terminate this Tariff Agreement (by giving written notice to the other Party), in which case the Party's respective rights and obligations will be determined in accordance with clause 10 of this Tariff Agreement.

8 CONFIDENTIALITY

- 8.1 Each Party acknowledges and agrees that, in entering into this Tariff Agreement, it is to keep confidential:
- 8.1.1 all pricing and rates and liability in connection with this Tariff Agreement;
 - 8.1.2 any documentation specifically marked confidential by a Party;
 - 8.1.3 any discussions or negotiations between the Parties,

provided such information is not already in the public domain, except by reason of a breach of this Tariff Agreement;

(“Confidential Information”)

8.1.4 and each Party also acknowledges and agrees to:

8.1.4.1 only use Confidential Information solely for the purposes of performing the rights and obligations of that Party under this Tariff Agreement; and

8.1.4.2 not disclose Confidential Information, unless otherwise agreed in writing by the Party disclosing that Confidential Information or required by Law, or for the purposes of defending any legal proceedings, or in the case of the Customer, if the Customer discloses Confidential Information to the Parliament of South Australia, Cabinet or a Parliamentary or Cabinet Committee, or to Customer’s Minister, the Treasurer or Premier of South Australia (in respect of which the Customer is entitled to disclose Confidential Information).

8.2 Notwithstanding the above the Customer may disclose Confidential Information to their professional advisers (including industry bodies such as the LGA, industry representatives or industry advisors) (collectively, the **Professional Advisers**), provided that the Professional Adviser:

8.2.1 does not provide public lighting services and has no intention of providing public lighting services in the future; or

8.2.2 where it does provide public lighting services or intends providing public lighting services in the future, establishes sufficient information barriers so that the employees and/or part of the Professional Adviser’s business that provides (or will provide) public lighting services cannot access and are not privy to the Confidential Information. Before disclosing any Confidential Information to such a Professional Adviser, the Customer must:

8.2.2.1 have the Professional Adviser acknowledge in writing that it is aware that the Confidential Information is confidential and confirm that the necessary information barriers have been established; and

8.2.2.2 notify SAPN in writing of the fact that the Professional Adviser provides public lighting services or intends providing public lighting services in the future, confirm that the necessary information barriers have been put in place and provide SAPN with a copy of the Professional Adviser’s written acknowledgement referred to in paragraph 8.2.2.1 above; and

8.2.2.3 obtain SAPN’s written consent to disclosure of the Confidential Information to the Professional Adviser, which consent SAPN must not unreasonably withhold.

8.3 The provisions of this Clause 8 of the General Conditions are binding and shall survive any termination of this Tariff Agreement for a period of five (5) years to the maximum extent permitted by Law.

9 DISPUTE AND MEDIATION

9.1 Where a dispute arises under this Tariff Agreement, the dispute must be dealt with in accordance with this clause 9.

9.2 Where a dispute arises, either Party may give a notice to the other Party specifying:

9.2.1 the dispute;

9.2.2 the particulars of the Party's reason for being dissatisfied; and

9.2.3 the position that the Party believes is correct,

("Dispute Notice")

9.3 Subject to clause 9.7 of the General Conditions, unless a Party has complied with the procedure to resolve the dispute under this clause 9, that Party may not commence litigation or any other form of dispute resolution procedure.

9.4 If a Dispute Notice is issued under clause 9.2 of the General Conditions, then each Party will appoint a senior representative with authority to resolve the dispute. The respective senior representatives will meet within twenty-eight (28) days from the date of service of the Dispute Notice and use their best endeavours to negotiate in good faith a resolution of the dispute.

9.5 If, despite using their best endeavours, the senior representatives of the Parties are unable to resolve the dispute within twenty-eight (28) days of the date of service of the Dispute Notice, the dispute shall be referred to mediation. If the Parties are unable to agree on a mediator within seven (7) days of the dispute being referred to mediation, the Parties shall refer the dispute to the President of the Law Society of South Australia, to appoint a mediator on the Parties' behalf.

9.6 In the event that the dispute does not resolve at mediation within ninety (90) days of the date of service of the Dispute Notice (or such longer period as may be agreed between the Parties), then either Party may refer the dispute to arbitration in Adelaide, Australia.

9.7 The arbitration will:

9.7.1 be administered by the Australian Disputes Centre (ADC);

9.7.2 be conducted in accordance with the ADC Rules for Domestic Arbitration operating at the time the dispute is referred to arbitration (the Rules) with the terms of the Rules deemed incorporated into this Tariff Agreement;

- 9.7.3 not be conducted by an arbitrator who is the same person as the mediator, unless the parties each consent in writing to the arbitrator so acting.
- 9.8 Nothing in this clause 9 will preclude a Party from seeking an urgent interim or interlocutory injunction or other form of equitable relief in cases of genuine urgency.

10 TERM OF TARIFF AGREEMENT AND TERMINATION

- 10.1 This Tariff Agreement shall commence on 1 July 2020 and shall continue in full force and effect unless terminated pursuant to this clause 10.
- 10.2 The Customer may at their convenience on no less than 30 days' written notice to SAPN, elect to transition all or some of the Luminaires the subject of this Tariff Agreement from the SAPN LED Tariff to a PLC LED Tariff or from a PLC LED Tariff to a SAPN LED Tariff, in which case the following shall apply:
- 10.2.1 in the case of a transition from the SAPN LED Tariff to the PLC LED Tariff, the Customer shall pay to SAPN the Transition Costs (with respect to each Luminaire the subject of the transition) as follows:
- 10.2.1.1 the Written Down Value of the Luminaire;
- provided however, that apart from the matters set out in clauses 10.2.1.1 and 10.2.1.2 of the General Conditions, the Tariff Agreement, shall remain the same and enforceable.
- 10.2.2 in the case of a transition from the PLC LED Tariff to the SAPN LED Tariff, the Term (for the purposes of the calculation of Transition and Break Costs under Annexure A.2.1) shall commence from the date of installation or the date the Customer gave notice to SAPN under clause 10.2 of the General Conditions.
- 10.3 Subject to SAPN's obligations at Law:
- 10.3.1 SAPN may at any time elect to terminate this Tariff Agreement on no less than one (1) calendar year's written notice ("Termination Notice Period") for its sole convenience and without cause, or if there is a change in the economic environment and/or a change in Law directly relating to the delivery of public lighting services in South Australia that has a material cost impact on SAPN such as to make it uneconomic for SAPN to continue to provide the Services; and
- 10.3.2 should SAPN elect to terminate this Tariff Agreement under clause 10.3.1, SAPN and the Customer will use reasonable endeavours to work together in good faith to agree on a mutually acceptable exit arrangement that is fair and equitable to both parties, in relation to the manner in which the cessation of the Services is to occur during the Termination Notice Period. If agreement on terms of the exit arrangement cannot be reached within 180 days (or such longer period as may be agreed) of SAPN providing written notice under clause 10.3.1, then either party may refer the matter to dispute resolution under clause 9

of this Tariff Agreement, provided however, that the termination will still take effect and SAPN will not be precluded from ceasing to provide the Services, should the matter not be resolved or finally determined by the conclusion of the Termination Notice Period.

10.4 SAPN may terminate this Tariff Agreement at any time, if required to do so by Law, in which case the Customer shall pay the Break Costs set out in Clause 10.5.1.1 or 10.5.1.3 and any Make Good Costs as set out in Clause 10.5.2, as applicable.

10.5 At any time, the Customer may at their convenience on no less than ninety (90) days' written notice to SAPN elect to terminate the Tariff Agreement in which case the Customer will be liable to SAPN for:

10.5.1 the following Break Costs per light:

10.5.1.1 if the SAPN LED Tariff applies and the Customer does not enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN:

10.5.1.1.1 the Written Down Value of the Luminaire;

10.5.1.1.2 the Relevant Infrastructure Capital Value; and

10.5.1.1.3 the Administration Fee;

10.5.1.2 if the SAPN LED Tariff applies and the Customer does enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN:

10.5.1.2.1 the Written Down Value of the Luminaire; and

10.5.1.2.2 the Administration Fee;

10.5.1.3 if the PLC LED Tariff or TFI LED Tariff applies and the Customer does not enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN:

10.5.1.3.1 the Relevant Infrastructure Capital Value; and

10.5.1.3.2 the Administration Fee;

10.5.1.4 if the PLC LED Tariff or TFI LED Tariff applies and the Customer does enter into an alternative arrangement with SAPN or a Related Body Corporate under

which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN the Administration Fee;

10.5.1.5 if the SLUOS Tariff applies and the Customer does not enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN:

10.5.1.5.1 the Relevant Infrastructure Capital Value; and

10.5.1.5.2 the Administration Fee;

10.5.1.6 if the SLUOS Tariff applies and the Customer does enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN:

10.5.1.6.1 the Administration Fee; and

10.5.2 all reasonable Make-Good Costs; and

upon payment in full of the Break Costs and Make Good Costs, title to the Luminaires shall pass to the Customer and the Customer may direct SAPN at the Customer's cost to deliver the Luminaires to a nominated location, unless title to the Luminaire is already vested in the Customer under clause 5.2, in which case any restriction of the Customer's rights under clause 5.2.3 will cease upon payment in full of the Break Costs and Make Good Costs as well as the cost to deliver the Luminaires to a nominated location.

10.6 Despite anything else to the contrary, the Customer cannot elect under clause 10.5 or otherwise to terminate this Tariff Agreement and seek to enter into a CLER Tariff, CLER LED Tariff, MLR Tariff or EO Tariff with SAPN with respect to those lights the subject of the termination.

10.7 Not used.

10.8 Notwithstanding anything else to the contrary, this Tariff Agreement shall terminate on and from the earliest date to occur of the following events:

10.8.1 where a Party enters external administration (as defined in the *Corporations Act, 2001* (Cth)) or (in the case of an entity not governed by the *Corporations Act, 2001* (Cth)) a similar event occurs, and the other party serves notice of termination of this Agreement on that ground within ninety (90) days after the occurrence of that event; and

10.8.2 if a Party breaches a material obligation under this Tariff Agreement ("**Defaulting Party**") and fails to remedy that breach within thirty (30) days of the other Party serving a written notice on the Defaulting Party specifying the alleged breach and requiring the breach to be remedied, provided however that the Tariff Agreement shall not terminate in circumstances where the breach is not capable of remedy but the defaulting party

provides reasonable compensation to the non-defaulting party for the loss and damage arising from the breach.

- 10.9 Termination of this Tariff Agreement in accordance with clauses 10.4, 10.5 or 10.8 of the General Conditions will not affect any other contractual arrangement or existing rights and liabilities between the Parties at the date of such termination, or any other clause said to survive termination.
- 10.10 If this Tariff Agreement is terminated pursuant to clause 10.8 of the General Conditions, the Defaulting Party will be responsible for all reasonable termination costs and expenses (whether directly attributed or, in SAPN's case, allocated in accordance with the cost allocation method approved for SAPN by the AER) incurred by the other party up to the date of termination, including without limitation:
- 10.10.1 the cost of all materials and equipment reasonably ordered;
 - 10.10.2 any Services performed which are due and payable;
 - 10.10.3 any third-party costs and expenses (whether directly attributed or, in SAPN's case, allocated in accordance with the cost allocation method approved for SAPN by the AER) which cannot reasonably be mitigated or avoided; and
 - 10.10.4 in the case of the Customer, the costs set out in clause 10.4 of the General Conditions (the costs of which shall depend upon which Tariff applies).
- 10.11 Not used.
- 10.12 The rights and remedies given by this clause 10 of the General Conditions are additional to any other rights and remedies that a Party may have at Law or in equity.

11 REMOVAL OF SOME LUMINAIRES FROM RELEVANT LIGHTING

- 11.1 At any time, the Customer may at their convenience on no less than ninety (90) days' written notice to SAPN, elect to remove certain Luminaires from the Relevant Lighting, in which case the Customer will be liable to SAPN for:
- 11.1.1 the following Break Costs with respect to each of the removed Luminaires:
 - 11.1.1.1 if the SAPN LED Tariff applies and the Customer does not enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN:
 - 11.1.1.1.1 the Written Down Value of the Luminaire;
 - 11.1.1.1.2 the Relevant Infrastructure Capital Value; and
 - 11.1.1.1.3 the Administration Fee;

11.1.1.2 if the SAPN LED Tariff applies and the Customer enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN:

11.1.1.2.1 the Written Down Value of the Luminaire; and

11.1.1.2.2 the Administration Fee;

11.1.1.3 if the PLC LED Tariff or TFI LED Tariff applies and the Customer does not enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN:

11.1.1.3.1 the Relevant Infrastructure Capital Value; and

11.1.1.3.2 the Administration Fee;

11.1.1.4 if the PLC LED Tariff or TFI LED Tariff applies and the Customer does enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN the Administration Fee; and

11.1.2 all reasonable Make Good Costs and all other reasonable additional costs that SAPN incurs in having to provide the Services to the remainder of the Relevant Lighting;

provided however, that apart from the matters set out above in this clause 11 (including all subclauses therein) of the General Conditions, the Tariff Agreement shall remain the same and enforceable for the remainder of the Term with respect to those Luminaires which have not been removed.

11.2 Despite anything else to the contrary, the Customer cannot elect under clause 10.5 or otherwise to remove some Luminaires from Relevant Lighting and seek to enter into a CLER Tariff, CLER LED Tariff, MLR Tariff or EO Tariff with SAPN with respect to those lights the subject of the removal.

11A REMOVAL OF SOME SLUOS LIGHTS FROM RELEVANT LIGHTING

11A.1 At any time, the Customer may at their convenience on no less than ninety (90) days' written notice to SAPN, elect to remove certain SLUOS Lights from Relevant Lighting, in which case the Customer will be liable to SAPN for:

11A .1.1 the following Break Costs with respect to each of the removed SLUOS Lights:

11A.1.1.1 if the Customer does not enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay

to SAPN the Relevant Infrastructure Capital Value and the Administration Fee;

11A.1.1.2 if the Customer does enter into an alternative arrangement with SAPN or a Related Body Corporate under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs, the Customer shall pay to SAPN the Administration Fee; and

11A .1.1 any reasonable Make Good costs incurred by SAPN in connection with the removal.

11A.2 Despite anything else to the contrary, the Customer cannot elect under clause 11A or otherwise to remove some SLUOS Lights from Relevant Lighting and seek to enter into a CLER Tariff, CLER LED Tariff, MLR Tariff or EO Tariff with SAPN with respect to those lights the subject of the removal.

11B REMOVAL OF SOME OTHER LIGHTS FROM RELEVANT LIGHTING

11B.1 At any time, the Customer may at their convenience on no less than thirty (30) days' written notice to SAPN, elect to remove certain lights the subject of the CLER, CLER LED, MLR or EO tariffs from Relevant Lighting, in which case the Customer will be liable to SAPN for the following Break Costs with respect to each of the removed lights:

11B.1.1 the Administration Fee (if demanded).

12 SUSPENSION

12.1 Subject to clause 12.3, the Customer acknowledges that SAPN may without liability, cost or expense (including legal fees and expenses, or loss or damage to any person howsoever arising, including the Customer, its officers, employees, contractors, or subcontractors), suspend the performance of the Services in whole or in part for a period of up to 5 Business Days (or such greater amount of time as may be agreed between the Parties in writing):

12.1.1 where considered by SAPN (acting objectively and reasonably) to be necessary for the protection or safety of any person or property;

12.1.2 to comply with Law; or

12.1.3 due to physical conditions at the site and its near surrounds, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by SAPN at the time of entering into this Tariff Agreement,

and the Customer releases SAPN to the fullest extent for any such suspension.

12.2 Where either party disputes any aspect of a suspension (including where SAPN has requested a greater period of suspension which has not been agreed by the Customer), either party may refer the matter to dispute resolution under clause 9 of this Tariff Agreement.

12.3 Notwithstanding anything else to the contrary, the suspension of the performance of the Services under clause 12.2 does not limit SAPN's obligations to make GSL payments (where applicable).

13 APPLICABLE LAW

13.1 The Tariff Agreement shall be governed by and construed in accordance with the Laws of South Australia, Australia and the Parties submit to the exclusive jurisdiction of the courts of that State and all courts competent to hear appeals from the courts of that State in respect of all proceedings arising in connection with this Tariff Agreement.

13.2 Each Party is responsible and shall comply, at its sole cost, with all applicable Laws.

14 RELATIONSHIP OF THE PARTIES

14.1 Nothing contained herein is intended to create a partnership, principal and agent, trust, fiduciary or any other special relationship or a separate legal or corporate entity.

14.2 A Party does not have the right and must not represent or create the impression that it represents or has any authority to act on behalf of the other Party or that it has entered into any commitment, arrangement, agreement or understanding with the other Party other than to the extent contemplated under this Tariff Agreement, without such Party's prior written consent.

15 ASSIGNMENT OR NOVATION

15.1 SAPN may assign or novate this Tariff Agreement at any time without the prior consent of the Customer to the Distribution Lessor Corporation.

15.2 Subject to clause 15.1 above, SAPN must not assign this Tariff Agreement or its rights or obligations under this Tariff Agreement without the Customer's prior written consent, which consent will not be unreasonably withheld, provided the proposed assignee is able to comply with SAPN's rights or obligations under this Tariff Agreement.

15.3 Subject to clause 5.2.3, the Customer must not assign this Tariff Agreement or its rights or obligations under this Tariff Agreement without SAPN's prior written consent, which consent will not be unreasonably withheld, provided the proposed assignee is able to comply with the Customer's rights or obligations under this Tariff Agreement (including but not limited to the Customer's financial obligations).

16 INTELLECTUAL PROPERTY

- 16.1 Any designs, drawings and other technical information or documentation provided by SAPN under this Tariff Agreement, and all copyright and other Intellectual Property therein, will be and will remain the property of SAPN.
- 16.2 The Customer may use, reproduce and disclose any documentation or other information provided to the Customer by SAPN in supplying the Services provided always that the Customer complies with its obligations to SAPN under clause 8 above regarding the protection and non-disclosure of Confidential Information.

17 SURVIVAL

- 17.1 Provisions of this Tariff Agreement survive termination of the Tariff Agreement which, by their nature, are intended to survive.
- 17.2 Without limitation to clause 17.1(a) of the General Conditions, the obligations of the parties under clauses 5.4, 6 (including all subclauses therein), 7.4, 9 (including all subclauses therein), 10 (including all subclauses therein), 13 (including all subclauses therein), 16 (including all subclauses therein), 17 (including all subclauses therein), 18 (including all subclauses therein), 19.5, and 19.6 of the General Conditions and any obligations which are expressed to survive termination of the Tariff Agreement, will survive the frustration, rescission, suspension, or termination of this Tariff Agreement.

18 NOTICES

- 18.1 Any communications or notices given under this Tariff Agreement will be taken to be received by the Party to whom the communication is given in the case of:
 - 18.1.1 delivery by hand, on delivery,
 - 18.1.2 prepaid post:
 - 18.1.2.1 sent to an address within Australia, three (3) Business Days after posting;
 - 18.1.2.2 in any other case, ten (10) Business Days after posting;
 - 18.1.3 email, on the first to occur of:
 - 18.1.3.1 receipt by the sender of an email acknowledgment of delivery from the intended recipient's information system;
 - 18.1.3.2 the time that communication enters an information system which is under the control of the intended recipient;
 - 18.1.3.3 the time that communication is first opened or read by an employee or officer of the intended recipient.

18.1.4 fax, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent.

18.2 If a communication is given:

18.2.1 after 5.00pm in the place of receipt; or

18.2.2 on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9:00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

19 MISCELLANEOUS & GST

19.1 Not used.

19.2 This Tariff Agreement constitutes the entire understanding between the Parties in relation to its subject matter and supersedes any previous understandings, representations or communications either orally or in writing.

19.3 If any provision of this Tariff Agreement is unenforceable by Law, that provision will be severed and the rest of the Tariff Agreement will remain in full force and effect.

19.4 A Party who has an obligation to do anything under this Tariff Agreement must perform that obligation at its own cost, unless a provision of this Tariff Agreement expressly provides otherwise.

19.5 Each indemnity in this Tariff Agreement is a continuing obligation separate and independent from the other obligations of the Party and it is not necessary for a Party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Tariff Agreement.

19.6 A single or partial exercise or waiver by a party of a right relating to this Tariff Agreement does not prevent any other exercise of that right or the exercise of any other right. A Party is not liable for any

- loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 19.7 In the interpretation of any of the documents listed in clause 1.1 of the General Conditions, no rule of contract interpretation applies to the disadvantage of one Party on the basis that it put forward the relevant document or any part of it.
- 19.8 This Tariff Agreement may be executed in any number of counterparts and all of such counterparts taken together will be deemed to constitute one and the same instrument.
- 19.9 Unless specifically described in this Tariff Agreement as "GST inclusive", the consideration to be paid or provided for a supply made under or in connection with this Tariff Agreement does not include any amount on account of GST.
- 19.10 Where any supply to be made by one party ("Supplier") to the other party ("Recipient") under or in connection with this Tariff Agreement is subject to GST (other than a supply the consideration for which is specifically described in this Tariff Agreement as "GST inclusive"):
- 19.10.1 the consideration payable or to be provided for that supply but for the application of this clause ("GST Exclusive Consideration") shall be increased by, and the Recipient shall pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and
- 19.10.2 the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.
- 19.11 If any payment to be made to a party under or in connection with this Tariff Agreement is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 19.10.2.
- 19.12 Notwithstanding any other provision of this Tariff Agreement, the Recipient need not make any payment for a taxable supply made under or in connection with this Tariff Agreement until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.
- 19.13 If an adjustment event has occurred in respect of a taxable supply made under or in connection with this Tariff Agreement, any party that becomes aware of the occurrence of that adjustment event must notify the other party as soon as practicable, and the parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.
- 19.14 SAPN acknowledges and agrees that it will comply with the *Environment Protection (Waste to Resources) Policy 2010* (SA) and adhere to the FluoroCycle Guidelines 2013 published by the Lighting Customers of Australia ("Guidelines") to the extent that SAPN remains a Signatory (Commercial User) to the Guidelines (as those terms are defined in the Guidelines).

20 DEFINITIONS & INTERPRETATION

20.1 For the purposes of this Tariff Agreement, the following words mean:

- 20.1.1 “Administration Fee” means the administration fee as described in Annexure A.1.
- 20.1.2 “AER” means the Australian Energy Regulator as established under the *Competition and Consumer Act 2010 (Cth)*.
- 20.1.3 “AER’s Roll Forward Model” means the AER’s distribution roll forward model prepared in accordance with the NER and published on the AER’s website.
- 20.1.4 “AER’s Post Tax Revenue Model” means the AER’s distribution post tax revenue model prepared in accordance with NER and published on the AER’s website.
- 20.1.5 “Annexures” means any of the annexures to the Attachments.
- 20.1.6 “Approval” means all approvals, consents, authorisations that are required for access to the Site, performance of the Services, operation and maintenance of the Goods.
- 20.1.7 “Attachments” means these attachments A and B to the Transition Letter comprising the Tariff Agreement.
- 20.1.8 “Break Costs” means the costs referred to in clause 10, 11, 11A, and 11B of these General Conditions and as described in Annexure A.2.
- 20.1.9 “Business Day” means any day other than a Saturday, Sunday or public holiday in the state of South Australia.
- 20.1.10 “CLER LED Tariff” means the Tariff described in clause 4B of Annexure A.1.
- 20.1.11 “CLER Tariff” means the Tariff described in clause 4C of Annexure A.1.
- 20.1.12 “Construction Agreement” means the Construction Agreement applicable to Public Lighting Quoted Services.
- 20.1.13 “Customer” means any person or entity to whom SAPN provides public lighting Services including (where applicable in this Tariff Agreement) the Department of Planning Transport and Infrastructure of the South Australian Government (and its successors and assigns) and relevant South councils constituted under the *Local Government Act, 1999 (SA)*.
- 20.1.14 “EO Tariff” means the Tariff described in clause 4D of Annexure A.1.

- 20.1.15 “Distribution Lessor Corporation” means the Distribution Lessor Corporation established under the *Public Corporations (Distribution Lessor Corporation) Regulations 1999* (SA).
- 20.1.16 “Documentation” means all documentation which a Party provides or makes available to the other Party pursuant to this Tariff Agreement, including reports, programs, plans, drawings, specifications, calculations, models and records, operating and maintenance manuals and instructions, and training materials.
- 20.1.17 “ESCOSA” means the Essential Services Commission of South Australia established under the *Essential Services Commission Act 2002* (SA).
- 20.1.18 “Force Majeure Event” means any event or circumstance not within the reasonable control of SAPN or its subcontractors or suppliers, including (but not limited to):
- 20.1.18.1 Acts of God, including, without limitation, earthquakes, floods, washouts, landslides, lightning, storms and the elements;
 - 20.1.18.2 Strikes, lockouts, slowdowns or other industrial disturbances, except where they are specific to SAPN and not industry wide;
 - 20.1.18.3 Acts of war, terrorism including malicious damage or revolution, blockades or insurrections, riots and civil disturbances;
 - 20.1.18.4 Fire or explosions;
 - 20.1.18.5 Epidemic or quarantines;
 - 20.1.18.6 Orders of any Courts or the order, act, or omission or failure of any government authority having jurisdiction;
 - 20.1.18.7 Failure to obtain any necessary governmental consent or approval due to such consent or approval not being available;
 - 20.1.18.8 Latent Conditions.
- 20.1.19 “General Conditions” means the terms and conditions set out this Attachment A, including any Annexures thereto.
- 20.1.20 “GSL” means the Guaranteed Service Level which SAPN is required to meet as determined by ESCOSA from time to time and currently referred to as the “Timeliness of street light repairs,” as part of ESCOSA’s GSL Scheme Categories and Payment Amounts.
- 20.1.21 “GSL payments” means the GSL payments that SAPN must make from time to time to its network customers and other third parties in the event it does not meet a GSL.
- 20.1.22 "GST" means any goods and services tax or similar value added tax levied or imposed by the Commonwealth of Australia and a word or expression used in clause 19 of this Tariff

Agreement which is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* has the same meaning in clause 19;

- 20.1.23 “Goods” means all goods and materials to be supplied as part of the Services.
- 20.1.24 “Intellectual Property” means any patent, copyright, design or trademark, and any right to registration of any patent, copyright, design or trademark, or any other similar or like right including rights to trade secrets, know how, proprietary or confidential information.
- 20.1.25 “Latent Condition” means conditions are physical conditions on the premises and its near surrounds, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by a competent contractor at the time of commencement of the Services.
- 20.1.26 “Law” means all applicable Acts, Ordinances, regulations, by-laws, orders, awards, proclamations, Relevant Standards, certificates, licenses, consents, permits, approvals, requirements of organisations having jurisdiction in connection with the performance of the Services.
- 20.1.27 “LED” means light-emitting diode.
- 20.1.28 “LED Tariff Services” means the Services described in clauses 2, 3 and 4 of Annexure A.1. For the avoidance of doubt, LED Tariff Services excludes the Services described in clauses 4A, 4B, 4C, 4D and 4E of Annexure A.1.
- 20.1.29 “Letter of Offer” means a Public Lighting Letter of Offer executed by Customers in respect of Public Lighting Quoted Services or other relevant services.
- 20.1.30 LGA means the Local Government Association of South Australia constituted under the *Local Government Act, 1999 (SA)*.
- 20.1.31 “Luminaire” means the LED electric light unit installed by SAPN in accordance with LED Tariff Services.
- 20.1.32 “Make Good Costs” means in relation to the removal of a Luminaire or SLUOS Light from a pole or column, all reasonable costs and expenses (whether directly attributed or allocated in accordance with the cost allocation method approved for SAPN by the AER) incurred in the removal of the Luminaire or SLUOS Light, including the removal and management of brackets, columns, cabling, wiring and other fittings.
- 20.1.33 Manufacturer’s Warranty and Manufacturer’s Warranty Period have the meanings given to those terms in Attachment B.
- 20.1.34 “MLR Tariff” means the Tariff described in clause 4E of Annexure A.1, which shall have the same charge as the EO Tariff.

- 20.1.35 “NER” means the ‘National Electricity Rules’ as defined in the *National Electricity Law*, which is set out in the schedule to the *National Electricity (South Australia) Act 1996 (SA)*.
- 20.1.36 “Other Attachments” means Attachment B to this Tariff Agreement, including any Annexures thereto.
- 20.1.37 “Party” means a Party to this Tariff Agreement and “the Parties” means both of them.
- 20.1.38 “Per Light Share of Actual Infrastructure Capital Costs” means the infrastructure capital costs given by the PTRM (ICC) divided by the number of relevant lights on SAPN infrastructure as at the reference date where relevant lights on SAPN infrastructure are those lights subject to a public lighting tariff that includes ICC including without limitation a SLUOS Tariff, a PLC LED Tariff, a TFI LED Tariff or a SAPN LED Tariff and the reference date is 30 December of the prior year.
- 20.1.39 “PLC LED Tariff” means the Tariff described in clause 4 of Annexure A.1.
- 20.1.40 “Public Lighting Service Framework” means the framework for delivering public lighting services developed by SAPN in consultation with the LGA as amended from time to time.
- 20.1.41 “Price Review” means the Price Review process referred to in in Annexure A.2 to .
- 20.1.42 “Price List for Public Lighting Services” means the price list for public lighting services set out in Tariff Manual No. 18 published by SAPN from time to time.
- 20.1.43 “Public Lighting Quoted Services” means customer specific project services including without limitation Luminaire supply and/or installation project services under PLC LED Tariff or TFI LED Tariff arrangements but excluding Luminaire supply and installation services under SAPN LED Tariff arrangements.
- 20.1.44 “Related Body Corporate” has the meaning given to that term in section 50 of the *Corporations Act, 2001 (Cth)*.
- 20.1.45 “Relevant Infrastructure Capital Value or RICV” means the relevant share of the Written Down Value of the Public Lighting Infrastructure Asset Base as described in Annexure A.2
- 20.1.46 “Relevant Lighting” means the lighting the subject of the Tariff Agreement.
- 20.1.47 “Relevant Standard” means the lighting standard produced by Standards Australia Ltd that was in force at the time that this Tariff Agreement was made.
- 20.1.48 “Remediation Period” means the relevant remediation period for the repair of broken, failed or underperforming street lights as determined by ESCOSA from time to time and currently referred to as “Timeliness of street light repairs” as part of ESCOSA’s GSL Scheme Categories and Payment Amounts.

- 20.1.49 “SAPN” or “SA Power Networks” means a partnership of:
- | | |
|---|--------------------|
| Spark Infrastructure SA (No. 1) Pty Ltd | ABN 54 091 142 380 |
| Spark Infrastructure SA (No. 2) Pty Ltd | ABN 19 091 143 038 |
| Spark Infrastructure SA (No. 3) Pty Ltd | ABN 50 091 142 362 |
| each incorporated in Australia, and | |
| CKI Utilities Development Limited | ABN 65 090 718 880 |
| PAI Utilities Development Limited | ABN 82 090 718 951 |
| each incorporated in The Bahamas | |
- 20.1.50 “SAPN LED Tariff” means the Tariff described in clause 2 of Annexure A.1.
- 20.1.51 “Services” means the public lighting services described in clauses 2, 3, 4, 4A, 4B, 4C, 4C, 4D, and 4E of Annexure A.1..
- 20.1.52 “Site” means the locations at which the Services are to be performed from time to time.
- 20.1.53 “SLUOS Tariff” means the SAPN public lighting SLUOS Tariff described in clause 4A of Annexure A.1.
- 20.1.54 “SLUOS Lights” means public lighting the subject of the SLUOS Tariff.
- 20.1.55 “Specification” means the relevant specification for the installation of the Luminaire.
- 20.1.56 “Standard SAPN Luminaire” means an LED light fitting unit referred to in the SAPN LED Tariff, as published from time to time on the Internet or in other publicly available information sources.
- 20.1.57 “Tariff” means any of the following:
- 20.1.57.1 SAPN LED Tariff; or
 - 20.1.57.2 PLC LED Tariff; or
 - 20.1.57.3 TFI LED Tariff, or
 - 20.1.57.4 SLUOS Tariff; or
 - 20.1.57.5 CLER LED Tariff; or
 - 20.1.57.6 CLER Tariff; or
 - 20.1.57.7 EO Tariff; or
 - 20.1.57.8 MLR Tariff;
- and includes the amount charged for the Tariff.

- 20.1.58 “Tariff Agreement” means this agreement between the Parties, for the supply of the Services.
- 20.1.59 “TFI LED Tariff” means the Tariff described in clause 3 of Annexure A.1.
- 20.1.60 “Transition Costs” means the costs referred to in clause 10.2 of these General Conditions and described in Annexure A.2.
- 20.1.61 “Transition Letter” means the letter accepted or deemed to be accepted by the Customer acknowledging (among other things) that the Customer is bound by the terms of this Tariff Agreement.
- 20.1.62 Written Down Value of the Luminaire or WDVL means the written down value of the Luminaire as described in Annexure A.2.
- 20.1.63 Written Down Value of the Public Lighting Infrastructure Asset Base or WDVPLIAB means the written down written down value of the public lighting infrastructure asset base as described in Annexure A.2.
- 20.2 In this Tariff Agreement including the recitals unless the contrary intention appears:
- 20.2.1 headings are for convenience only and do not affect interpretation;
- 20.2.2 a reference to a Party is a reference to a Party to this Tariff Agreement as described in this Tariff Agreement and includes that Party’s executors, administrators, successors and permitted assigns;
- 20.2.3 a reference to “\$” or “dollars” is a reference to an amount in Australian currency;
- 20.2.4 monetary amounts and references to expenditure commitments and administration costs referred to in this Tariff Agreement are expressed exclusive of GST;
- 20.2.5 words denoting the singular include the plural and vice versa;
- 20.2.6 words “including” and similar expressions and are not words of limitation and shall not be interpreted to be limited to any specific matters described and shall be interpreted as including the words “but without limitation”.
- 20.2.7 nothing in this Tariff Agreement is to be interpreted against a Party solely on the ground that the Party put forward this Tariff Agreement or any part of it.

ANNEXURE A.1

THE SERVICES

In respect of the Relevant Lighting, the Customer and SAPN acknowledge and agree with these terms and conditions and are bound by them:

1. SAPN TO PERFORM THE SERVICES

- 1.1. SAPN shall operate and maintain the Relevant Lighting by performing the Services relevant to the applicable Tariff as described under clauses 2, 3, 4, 4A, 4B, 4C, 4D, and 4E (Services) of this Annexure A.1.
- 1.2. The Customer shall, subject to SAPN's satisfactory performance of the Services, pay to SAPN the Tariff amount described under clause 7 of this Annexure A.1 and all other monies due and payable to SAPN in the manner and within the time contemplated under this Tariff Agreement.

2. SAPN LED TARIFF - SERVICES

- 2.1. The SAPN LED Tariff applies where SAPN funds a Luminaire installation, including an upgrade by replacing an existing light with a new Luminaire or a new 'infill' installation.
 - 2.1.1. The SAPN LED Tariff may be initiated:
 - 2.1.1.1. by SAPN where SLUOS Lights or Luminaires are replaced with LED Luminaires in accordance with SAPN's asset management policies; or
 - 2.1.1.2. by the Customer where SLUOS Lights or Luminaires are replaced with LED Luminaires as part of a lighting upgrade project agreed with SAPN, noting that SAPN's agreement is at its sole discretion.
- 2.2. Under the SAPN LED Tariff:
 - 2.2.1. SAPN will fund and undertake the supply and installation of the Luminaire upgrade, including removing and disposing of the existing light and replacing it with the new Luminaire in accordance with the Specification. However, additional costs will be payable by the Customer (and recovered from the Customer separately to the SAPN LED Tariff), if:
 - 2.2.1.1. the installation of any new infrastructure (e.g. cabling and brackets for infill lighting) is required; or
 - 2.2.1.2. the upgrading of otherwise functional existing infrastructure to accommodate the new Luminaire is required; or

- 2.2.1.3. the installation, maintaining and/or replacing of any additional Luminaire equipment or features exceeding the Specification (e.g. special visors or screens) is required.
- 2.2.2. SAPN will operate the Luminaire by the provision of:
 - 2.2.2.1. asset management, outage management and customer management systems and administration;
 - 2.2.2.2. regulatory compliance and reporting (excluding negotiation costs);
 - 2.2.2.3. asset information and maintenance performance reporting to the Customer;
 - 2.2.2.4. full warranty management as required during the manufacturer's warranty period; and
 - 2.2.2.5. using its reasonable endeavours with respect to seeking recovery for third party property damage (as required).
- 2.2.3. SAPN will maintain the Luminaire by cleaning, testing and inspecting the Luminaire at appropriate intervals.
- 2.2.4. SAPN will repair and replace the Luminaire at its cost where appropriate, including:
 - 2.2.4.1. replacement of Luminaire components (e.g. visor, fuse, photoelectric cell, driver, ballast, LED panel, bolts and catches) as relevant;
 - 2.2.4.2. replacement of Luminaire by supplying and installing a new Luminaire where in SAPN's view (acting reasonably) the existing Luminaire has comprehensively failed due to reasons including vandalism, third party damage, wear and tear, the cost of replacement parts, or the effluxion of time.
- 2.2.5. Where an exact replacement of a Luminaire is not possible, SAPN will replace the Luminaire with one of an equivalent or better standard.
- 2.2.6. Any replacement of a Luminaire under the SAPN LED Tariff will be at SAPN's cost, unless the Luminaire is still covered by the manufacturer's warranty.

3. TFI LED TARIFF – SERVICES

- 3.1. The TFI LED Tariff applies where lighting infrastructure, including a new Luminaire is transferred (i.e. 'gifted' or 'vested') to SAPN by the Customer or a developer. The TFI LED Tariff is also available to customers who wish to fund the initial cost of a Luminaire upgrade or new installation, but want SAPN to be responsible and liable for the cost of all Luminaire replacements.

3.2. Under the TFI LED Tariff:

- 3.2.1. Either the Customer or its nominee will vest new Luminaires to SAPN in accordance with the relevant SAPN requirements as set out relevant Technical Standards (TS) and Network Information for customers and contractors (NICC) documents available from SAPN;

or

The Customer will fund the supply and installation of the Luminaire upgrade to be undertaken by SAPN, including the removing and disposing the existing light and replacing it with the new Luminaire in accordance with the Specification. However, additional reasonable and necessary costs will be payable by the Customer if:

- 3.2.1.1. the installation of any new infrastructure (e.g. cabling and brackets for infill lighting) is required;
- 3.2.1.2. the upgrading of otherwise functional existing infrastructure to accommodate the new Luminaire is required;
- 3.2.1.3. the installation, maintaining and/or replacing any additional Luminaire equipment or features exceeding the Specification (e.g. special visors or screens) is required; or
- 3.2.1.4. the Customer chooses to procure Luminaires through a third party supplier.

- 3.2.2. SAPN will operate the Luminaire by the provision of:

- 3.2.2.1. asset management, outage management and customer management systems and administration;
- 3.2.2.2. regulatory compliance and reporting (excluding negotiation costs);
- 3.2.2.3. asset information and maintenance performance reporting to the Customer;
- 3.2.2.4. full warranty management as required during the Manufacturer's Warranty Period in respect of the Luminaire repair, provided however, that SAPN will not be responsible or liable for the manufacturer not complying with its warranty obligations, where the Manufacturer's Warranty has not been validly assigned to SAPN; and
- 3.2.2.5. using its reasonable endeavours with respect to seeking recovery for third party damage recovery (as required).

- 3.2.3. SAPN will maintain the Luminaire by cleaning, testing and inspecting the Luminaire at appropriate intervals.
- 3.2.4. Subject to clause 3.2.6 of this Annexure A.1, SAPN will repair and replace the Luminaire at its costs where appropriate, including:
 - 3.2.4.1. replacement of Luminaire components (e.g. visor, fuse, photoelectric cell, driver, ballast, LED panel, bolts and catches) as relevant;
 - 3.2.4.2. replacement of Luminaire by supplying and installing a new Luminaire where in SAPN's view (acting reasonably) the existing LED luminaire has comprehensively failed due to reasons including vandalism, third party damage, wear and tear, the cost of replacement parts, or the effluxion of time.
- 3.2.5. Where an exact replacement of a Luminaire is not possible, SAPN will replace the Luminaire with one of an equivalent or better standard.
- 3.2.6. Any replacement of a Luminaire under the TFI LED Tariff outside of the Manufacturer's Warranty Period will be at the SAPN's cost, with SAPN's responsibility or liability for the replacement of a Luminaire during the Manufacturer's Warranty Period being subject to the Manufacturer's Warranty being validly assigned to SAPN.

4. PLC LED TARIFF – SERVICES

- 4.1. The PLC LED Tariff applies where the Customer funds a Luminaire upgrade or the installation of new Luminaire (including (as relevant) a new 'infill' installation). At the Customer's cost, SAPN will procure and install the new Luminaire or install a new Luminaire supplied by the Customer. The Customer is responsible and liable for the cost of all Luminaire replacements, other than those replaced at the manufacturer's cost under warranty.
 - 4.1.1. Where the Customer elects to supply Luminaires to SAPN under Clause 4.1, the Customer will be liable to SAPN for all reasonable costs and expenses (whether directly attributed or allocated in accordance with the cost allocation method approved for SAPN by the AER) incurred by SAPN where the Luminaires are not provided by the Customer in accordance with the agreed delivery schedule.
 - 4.1.2. The PLC LED Tariff may be initiated by the Customer:
 - 4.1.2.1. where SLUOS Lights or Luminaires are replaced with LED Luminaires as part of a lighting upgrade project agreed with SAPN by way of a Letter of Offer;
 - 4.1.2.2. where Luminaires are transitioned from the SAPN LED Tariff in accordance with clause 10.2.1 of the General Conditions; or

4.1.2.3. where Luminaires are transferred (i.e. 'gifted' or 'vested') to SAPN by the Customer or a developer and where the Customer chooses the PLC LED Tariff for those Luminaires.

4.2. Under the PLC LED Tariff:

4.2.1. The Customer will fund the supply and installation of the Luminaire upgrade to be undertaken by SAPN, including the removing and disposing the existing Luminaire and replacing it with the new Luminaire in accordance with the Specification. However, additional costs will be payable by the Customer if:

4.2.1.1. the installation of any new infrastructure (e.g. cabling and brackets for infill lighting) is required;

4.2.1.2. the upgrading of otherwise functional existing infrastructure to accommodate the new Luminaire is required;

4.2.1.3. the installation, maintaining and/or replacing any additional Luminaire equipment or features exceeding the Specification (e.g. special visors or screens) is required; or

4.2.1.4. the Customer chooses to procure Luminaires through a third party supplier.

4.2.2. SAPN will operate the Luminaire by the provision of:

4.2.2.1. asset management, outage management and customer management systems and administration;

4.2.2.2. regulatory compliance and reporting (excluding negotiation costs);

4.2.2.3. asset information and maintenance performance reporting to the Customer;

4.2.2.4. full warranty management as required during the Manufacturer's Warranty Period in respect of the Luminaire repair, provided however, that SAPN will not be responsible or liable for the manufacturer not complying with its warranty obligations, where the Manufacturer's Warranty has not been validly assigned to SAPN; and

4.2.2.5. reasonable endeavours with respect to third party damage recovery as required.

4.2.3. SAPN will maintain the Luminaire by cleaning, testing and inspecting the Luminaire at appropriate intervals.

4.2.4. SAPN will repair and undertake the replacement of the Luminaire where appropriate, including:

- 4.2.4.1. replacement of Luminaire components (e.g. visor, fuse, photoelectric cell, driver, ballast, LED panel, bolts and catches) as relevant;
- 4.2.4.2. replacement of the Luminaire means supplying and installing a new Luminaire where in SAPN's view (acting reasonably) the existing Luminaire has comprehensively failed due to reasons including vandalism, third party damage, wear and tear or the cost of replacement parts.
- 4.2.5. Where an exact replacement of a Luminaire is not possible, SAPN will replace the Luminaire with one of an equivalent or better standard.
- 4.2.6. Any replacement of a Luminaire under the PLC LED Tariff will be at the Customer's cost, unless the Luminaire is still covered by a Manufacturer's Warranty that has been validly assigned to SAPN.

4A SLUOS TARIFF – SERVICES

4A.1 The ongoing provision of public lighting assets other than Luminaires the subject of LED Tariff Services, and the operation and maintenance of those assets where SA Power Networks retains ownership and responsibility for the assets, which are installed to SA Power Networks technical standards as per the South Australian Electricity Act and Regulations.

4B CLER LED TARIFF – SERVICES

4B.1. The CLER LED Tariff applies where the Customer owns the (LED) Luminaire and the infrastructure supporting the Luminaire and SAPN provides certain specific maintenance services.

4B.1.1. The Customer is without limitation responsible all activities and costs related to the Luminaire and supporting infrastructure the subject of the CLER LED Tariff other than as set out in this clause.

4B.2. Under the CLER LED Tariff:

4B.2.1. SAPN will provide outage management and customer management systems and administration;

4B.2.2. SAPN will provide asset information and maintenance performance reporting to the Customer;

4B.2.3. SAPN will maintain the Luminaire by cleaning and testing the Luminaire at appropriate intervals;

4B.2.4. SAPN will repair the Luminaire by replacement of the failed photoelectric cell;

4B.2.5. Where possible, SAPN will replace failed SAPN connection supply fuses;

4B.2.6. Where another fault, including a cable fault, is indicated, SAPN will advise the Customer; and

4B.2.7. The Customer has the option to engage SAPN to undertake warranty management and other luminaire repair or replacement related services as Public Lighting Quoted Services (which would be separate to and outside of this Tariff Agreement).

4C CLER TARIFF – SERVICES

4C.1 The CLER Tariff applies where the Customer owns the (non-LED) Luminaire and the infrastructure supporting the Luminaire and SAPN provides certain specific maintenance services.

4C.1.1. The Customer is without limitation responsible all activities and costs related to the Luminaire and supporting infrastructure the subject of the CLER Tariff other than as set out in this clause.

4C.2. Under the CLER Tariff:

4C.2.1. SAPN will replace failed lamps and photoelectric cells in Customer-owned streetlights (and where possible will replace failed SAPN connection supply fuses), where the customer retains ownership of the complete asset and is responsible for all other maintenance; and

4C.2.2. Where another fault, including a cable fault, is indicated, SAPN will advise the Customer.

4D EO TARIFF – SERVICES

4D.1 The EO Tariff applies where the Customer owns the Luminaire and the infrastructure supporting the Luminaire and SAPN provides certain specific services.

4C.1.1. The Customer is without limitation responsible all activities and costs related to the Luminaire and supporting infrastructure the subject of the EO Tariff other than as set out in this clause.

4D.2. Under the EO Tariff:

4D.2.1. SAPN will maintain a database relating to street lights, and record and inform customers of streetlight faults reported to SA Power Networks; and

4D.2.2. The Customer retain ownership of the assets and are responsible for all maintenance (including replacement of failed lamps).

4E MLR TARIFF – SERVICES

4E.1 The MLR Tariff applies where the Customer owns the (metered) Luminaire and the infrastructure supporting the Luminaire and SAPN provides certain specific services.

4C.1.1. The Customer is without limitation responsible all activities and costs related to the Luminaire and supporting infrastructure the subject of the MLR Tariff other than as set out in this clause.

4E.2. Under the MLR Tariff:

4E.2.1. SAPN will maintain a database for metered lights, and record and inform the Customer of faults reported to SA Power Networks; and

4E.2.1 The Customer retain ownership of the assets and are responsible for all maintenance (including replacement of failed lamps).

5. LUMINAIRE PERFORMANCE

5.1. Subject to clause 2.2 of the General Conditions, for Luminaires the subject of LED Tariff Services (relevant Luminaire), Luminaire Performance will be no less than the Relevant Standard for performance of specific relevant Luminaires. Where SAPN becomes aware that a relevant Luminaire is not performing to the Relevant Standard, either through SAPN testing or inspection or by notification from the Customer, SAPN will use reasonable endeavours to repair or replace the Luminaire within the Remediation Period.

5.2. If SAPN fails to perform the relevant repairs as contemplated under clause 5.1 within the Remediation Period, it will be liable to make a GSL payment to the Customer.

6. STANDARDS AND COMPETENT PERSONNEL

6.1. SAPN will ensure that at all times the Services are performed by appropriately qualified and competent personnel that hold all relevant Approvals necessary to perform the Services.

6.2. Subject to clause 2.2 of the General Conditions and clause 1.1 of this Annexure A.1, SAPN will maintain Relevant Lighting in accordance with the Relevant Standard and Law, and SAPN technical standards and requirements, policies and procedures as amended from time to time.

7. TARIFF

7.1. The Tariff is as identified for Relevant Lighting in the Price List for Public Lighting Services.

7.2. The Tariff amount payable in respect of Relevant Lighting will be due and payable by the Customer within thirty (30) days of receipt of a valid tax invoice from SAPN, without any set-off or retention.

7.3. If any payments to be made by the Customer under clause 7.2 of this Annexure A.1 or pursuant to any other clause in this Tariff Agreement are outstanding beyond the due date for payment SAPN shall be entitled to claim interest thereon at the Reference Rate published by the Australian & New Zealand Banking Group Ltd (or the rate that SAPN in its reasonable opinion replaces that rate if it is no longer published) from the date of the tax invoice based on the amount unpaid until payment is received in full

8. PRICE REVIEW

The Tariff will be subject to an annual Price Review in accordance with the AER's distribution determination that applies to SAPN.

9. SERVICE STANDARDS AND PAYMENTS

9.1. GSL payments will be as determined by ESCOSA (or its successor) from time to time.

9.2. The Customer will indemnify SAPN for any cost or loss suffered by SAPN due to ESCOSA imposing a GSL payment upon SAPN where the Customer has caused or contributed to the imposition of such GSL payment.

9.3. Luminaire Service Standard Commitments

9.3.1. Luminaire service and visor cleaning: in accordance with the AER's distribution determination that applies to SAPN

9.3.2. Luminaire luminance testing: in accordance with the AER's distribution determination that applies to SAPN

9.4. Other Service Standard Commitments

9.4.1. Other public lighting service standards: in accordance with the Public Lighting Service Framework.

10. ACCESS TO PERFORM SERVICES

10.1. The Customer is responsible for providing SAPN with access to the Site and the Relevant Lighting in sufficient time in order to perform the Services and will facilitate SAPN access at all reasonable times.

10.2. SAPN acknowledges that the Customer may deny access to SAPN during periods that significant community events are being held on or near the location of the Relevant Lights.

10.3. Any suspension of access by the Customer will entitle SAPN to:

10.3.1. an extension of time to the agreed completion date for the Services; and

10.3.2. reimbursement by the Customer of any additional costs or expenses suffered or incurred.

10.4. The Customer and SAPN acknowledge that the Site may be subject to Latent Conditions, including without limitation, underground water reticulation.

ANNEXURE A.1.1

INSURANCE

1. Motor Vehicle and Third Party Property Damage
 - Liability Property Damage: \$10 000 000
 - Liability Personal Injury: \$10 000 000

2. Professional Indemnity
 - \$5 000 000 any one claim or series of claims arising out of the one event and in the aggregate any one period of insurance

3. Public and Products Liability
 - Public Liability: \$20 000 000 any one occurrence
 - Products Liability: \$20 000 000 any one occurrence and in the aggregate in any period of insurance

ANNEXURE A.2

THE SERVICES - TRANSITION AND BREAK COSTS

A. Description of Transition and Break Costs (clauses 10.2 and 10.4 of the General Conditions)

The Written Down Value of the Luminaire (WDVL) will be the Present Value of the Luminaire (PVL) net of the Cumulative Principal Paid (CPP) in respect of the Luminaire.

The PVL is the capital cost to SAPN to supply and install the Luminaire, which is set out in the Price List for Public Lighting Services.

The CPP is the amount of the capital cost of the Luminaire that has been paid to SAPN through the SAPN LED Tariff prior to the date of transition. The CPP is calculated on a monthly basis in accordance with the Microsoft Excel CUMPRINC formula (the parameters of which are set out in Annexure A2.1).

The Administration Fee is set out in Annexure A2.1.

The Relevant Infrastructure Capital Value (RICV) will be the per-light share of the Written Down Value of the Public Lighting Infrastructure Asset Base (WDVPLIAB).

The WDVPLIAB is the depreciated value of SAPN's investment in public lighting infrastructure other than its investment in Luminaires the subject of the SAPN LED Tariff or the TFI LED Tariff. SAPN's investment in its Public Lighting Infrastructure Asset Base is accounted for in accordance with regulatory accounting methodologies, including the AER's Roll Forward Model and the AER's Post Tax Revenue Model, and in accordance with the cost allocation method approved for SAPN by the AER.

The RICV will be the WDVPLIAB divided by the number of lights on SA Power Networks' infrastructure, as set out in Annexure A2.1.

Applications for Termination and Transition must be made in a form approved by SA Power Networks.

ANNEXURE A.2.1

DEFINITIONS & CALCULATIONS - THE SERVICES - TRANSITION AND BREAK COSTS

Cumulative Principal Paid (Excel formula)	=	CUMPRINC(rate, nper, pv, start_period, end_period, type)
Rate	=	$(1 + \text{Annual Rate})^{(1/12)} - 1$
Nper (number of periods, months)	=	Term * 12 (240)
PVL (Present Value of the Luminaire, or PV)	=	As prescribed in the Letter of Offer or where no Letter of Offer applies as prescribed for Relevant Lighting in the Price List for Public Lighting Services
Start period	=	1 (one)
End period	=	The period of the transition, expressed in terms of elapsed months of the Term (e.g. where the transition occurred exactly 1.5 years into the Term, the End period would be 18)
Type (timing)	=	0 (zero)
Annual Rate	=	As adjusted and applied annually in accordance with the CPP formula and the AER's distribution determinations that apply to SAPN
Term (years)	=	20 years or as otherwise determined for the SAPN LED Tariff in accordance with the AER's distribution determination that applies to SAPN
Administration Fee	=	The actual costs incurred by SAPN per application; or the sum of the Administration Costs, below, per application; whichever is the lesser amount
<u>Administration Costs</u>		
Setup cost	=	\$70.00 fixed fee per application
First 100 Luminaires or part thereof	=	\$10.00 per Luminaire
Balance of Luminaires	=	\$5.00 per Luminaire
All values for Administration Costs are expressed in \$2016 and will be adjusted annually by the rate of change in the Consumer Price Index (CPI) based on the December to December CPI All Groups, Weighted Average of Eight Capital Cities		
Relevant Infrastructure Capital Value	=	WDVPLIAB divided by Light Numbers
Light Numbers	=	Opening Value of SAPN Lights per SAPN Billing System (currently SAP)
WDVPLIAB	=	Opening Value of the Public Lighting Infrastructure Asset Base (PLIAB) for the Relevant Year

Opening Value	=	Value as at 1 July of the Relevant Year
SAPN Lights	=	Street Lights on SAPN infrastructure that are subject to a public lighting tariff that includes as relevant the Infrastructure Capital Cost Tariff Component including without limitation a SLUoO Tariff, PLC LED Tariff, TFI LED Tariff, or SAPN LED Tariff and service points subject to an agreement under which SAPN recovers the Per Light Share of Actual Infrastructure Capital Costs
Relevant Year	=	Year of the transition or break
Year	=	Financial Year (1 July to 30 June)
PLIAB	=	The depreciated Current Cost Accounted actual value of the asset base that reflects SAPN's investment in public lighting infrastructure
Current Cost Accounted	=	expressed in constant dollar terms in accordance with the AER's Roll Forward Model and Post Tax Revenue Model by adjusting historical costs annually for inflation using the All Groups CPI, Weighted Average of Eight Capital Cities measure published by the Australian Bureau of Statistics

ATTACHMENT B

WARRANTY UNDER THE PLC LED TARIFF

Manufacturer's Warranty:	Subject to clause 4.2.2.4 of Annexure A.1., Luminaires that fail will be replaced free of charge during the Manufacturer's Warranty Period. This warranty provision does not cover Luminaires or Luminaire components where failure is caused by acts or omissions beyond the reasonable control of SA Power Networks, including (without limitation), damage caused by third parties (other than where the third party is a subcontractor or consultant engaged by SA Power Networks), vandalism, electrical storms, or the incorrect operation of the Luminaire (including excessive hourly usage or unsuitable duty cycles programmed by the Customer).
Manufacturer's Warranty Period:	Ten (10) years from the date of delivery to SA Power Networks.

Appendix 3

*SA Power Networks Tariff Contract – Public Lighting
Service Framework*



Public Lighting Service Framework

A framework for delivering public lighting services

February 2020

Executive Summary

Public lighting is important for maintaining a safe visual environment for pedestrian, cyclist and vehicular movement during times of inadequate natural light. It is an essential service that promotes the safety of communities and roadway users and builds and creates a sense of place and presence.

SA Power Networks provides public lighting services to Councils and State Government agencies across the state. The delivery of public lighting services requires the ongoing maintenance, inspection, and operation of public lighting installations, and the design, procurement and construction of new public lighting installations as requested by public lighting customers.

The purpose of the document is to outline the levels of service SA Power Networks aims to deliver to customers and stakeholders and provide an overview of the public lighting services. It is intended to act as a high-level document outlining our commitment to working with key stakeholders to ensure we deliver public lighting services that our customers value.

The provision of public lighting services, and associated maintenance and replacement responsibility, is determined in accordance with asset ownership and arrangements in place with public lighting customers.

Public lighting customers can choose which service offering best suits their circumstances, including who funds the initial asset installation, future replacement, and depending on the tariff arrangement who is responsible for the operational maintenance of the assets once installed.

SA Power Networks' pricing proposal has been developed to continue to provide this flexibility in service offerings to our customers. The tariffs vary according to asset ownership and responsibilities with customer having the choice for higher or lower tariffs for capital and operational responsibility inputs.

SA Power Networks will continue to work with public lighting customers to undertake a number of strategies and initiatives to improve our public lighting services and ensure we deliver services that our customers value.

Glossary

ACS	Alternative Control Services
AER	Australian Energy Regulator
Cat P lighting	Lighting designed principally for local roads to provide a safe and comfortable visual environment for pedestrian movement at night
Cat V lighting	Lighting designed principally for vehicular traffic eg traffic routes
CLER	Customer Lighting Equipment Rate
DNSP	Distribution Network Service Provider
EO	Energy Only
ESCoSA	Essential Services Commission of South Australia
GSL	Guaranteed Service Levels
HID	High Intensity Discharge
Lamp	Light globe
LED	Light Emitting Diode
LGA	Local Government Association
Luminaire	A complete lighting unit consisting of a lamp or lamps together with the housing designed to distribute the light, position and protect the lamps and connect the lamps to the power supply.
NDS	Negotiated Distribution Services
PLAB	Public Lighting Asset Base
PLC	Public Light Customer
PLWG	Public Lighting Working Group
Public Lighting	Any infrastructure that provides lighting for public areas including Streetlights and car park lighting.
Public lighting customers	Customers to whom we provide a public lighting service – predominantly Councils and State Government
SAPN	SA Power Networks
SLO	Single Light Out
SLUOS	Streetlight Use of System
TFI	Transferred Infrastructure

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1. Introduction

Public lighting is important for maintaining a safe visual environment for pedestrian, cyclist and vehicular movement during times of inadequate natural light. It is an essential service that promotes the safety of communities and roadway users and builds and creates a sense of place and presence.

Public lighting services are defined as:

- The design and construction of new public lighting assets
- The operation of public lighting assets, including handling enquiries and complaints about public lighting, and dispatching crews to repair public lighting assets
- The maintenance, inspection, and repair of public lighting assets
- The alteration and relocation of public lighting assets
- The management of public lighting assets, including renewal.

These services will provide a reliable and appropriate visual environment for pedestrians, cyclists and vehicles on our public roads and in public places.

1.1 Purpose of this document

The purpose of this document is to:

- Outline the levels of service SA Power Networks aims to deliver to public lighting customers
- Provide an overview of the public lighting services and relationships
- Detail the responsibilities of SA Power Networks and public lighting customers

The framework is intended to act as a high-level document outlining our commitment to working with public lighting customers to ensure we deliver services that they value.

1.2 Relationship to other documents

There are a number of key documents relating to public lighting and the key purpose of other documents is outlined below.

Tariff Agreement

The commercial arrangements agreed between public lighting customers and SA Power Networks in respect to the ongoing provision and maintenance services are set out in the Tariff Agreement.

The Tariff Agreement includes (where relevant) the Construction Agreement, which covers the supply and installation of new lights.

Network Information for Customers and Contractors (NICC402)

The NICC provides an overview of the SA Power Networks requirements for a public lighting extension or upgrade that will be connected to SA Power Networks distribution network.

More information on design of public lighting proposals can be found in TS 101: Public Lighting – Design and Installation.

1.3 Our vision

SA Power Networks' primary objective is to deliver an excellent public lighting service that our public lighting customers value.

We will achieve this by:

- Developing a collaborative approach with our public lighting customers to understand their needs
- Ensuring a coordinated approach to public lighting
- Building relationships and trust through ongoing engagement with our public lighting customers
- Delivering public lighting services that align with customer expectations and meet agreed levels of service
- Investigating and facilitating the adoption of emerging and smart technology.

1.4 Overview of SA Power Networks and its public lighting services

SA Power Networks provides public lighting services to Councils and State Government agencies across the state. The delivery of public lighting services requires the ongoing maintenance, inspection, and operation of public lighting installations, and the design, procurement and construction of new public lighting installations as requested by public lighting customers. These services are provided on a on a fee (tariff) basis depending on the service level required.

1.5 Legislative requirements and standards

Local Government Act 1999

A Council's functions under the Act include providing:

- (a) services and facilities that benefit its area, its ratepayers and residents and visitors to its area; and
- (b) infrastructure for its community and for development within its area (including infrastructure that helps to protect any part of the local or broader community from any hazard or other event, or that assists in the management of any area).

One component of the infrastructure provided by councils in discharge of these functions is public lighting along streets and in other public spaces. Councils also have functions and powers with respect to undertaking roadwork, including the installation of street lighting.

Australian Standard AS/NZS 1158

AS1158 is the standard for roads and public spaces and provides guidance on the design, manufacture and installation of road lighting for the safe use of roads by pedestrians, cyclists and vehicles.

Lighting is designed and installed based on the requirements of the responsible road authority including SA Councils and the relevant Government Departments. The road authority is responsible for the design and classification and the level of compliance to the standard based on their risk assessment.

Highways Act 1926

Section 26 (11) of the Act states:

If the Commissioner installs or causes the installation of street lighting in a district in the exercise of the Commissioner's powers under this section, the Commissioner may require the council to pay to

the Commissioner for payment into the Highways Fund (by payments made at times specified from time to time by the Commissioner) half of the reasonable costs paid by the Commissioner to an electricity entity for the operation and maintenance of the lighting.

1.6 Responsibilities

The majority of public lighting services in South Australia are provided by SA Power Networks, as the electricity distribution network service provider, with some services provided directly by public lighting customers.

At the highest level, the public lighting customer decides the lighting output required at any given location, designs/ pays for a lighting design to achieve this lighting level and then constructs/ pays for a third party to construct the lighting. Although the asset may remain customer owned, depending on the tariff arrangement the public lighting customer may be required to engage with SA Power Networks to maintain or modify the light.

The provision of public lighting services, and associated maintenance and replacement responsibility, is determined in accordance with asset ownership and arrangements in place with public lighting customers.

SA Power Networks has funded the installation and provides a full maintenance service for approximately 85% of installed public lighting assets (poles and lights), with these lights charged SA Power Networks (SAPN) or Street Light Use of System (SLUoS) pricing. Public lighting customers or developers may fund the installation of new lights and gift the installed lights to SA Power Networks following completion, we will then assume full maintenance responsibility for the assets, including responsibility for future replacement of the asset at the end of its useful life, these lights are subject to a reduced Transferred Infrastructure (TFI) price. Alternatively, public lighting customers may choose to fund the installation of the assets and retain ongoing responsibility for maintenance and replacement of these assets. Our responsibility for these assets is administrative only, with the assets recorded in our GIS system and any faults received forwarded to the public lighting customer for their action, as a result these lights are charged an Energy Only (EO) price.

In some cases, SA Power Networks has agreed to maintain assets (including replacement of minor components (eg lamps and PE cells)) owned by the customer, with the customer retaining responsibility for the future replacement of all major public lighting asset components, these lights are charged Customer Lighting Equipment Rate (CLER) prices. With the introduction of LED lighting, a further service offering for Public Light Customer (PLC) was introduced, whereby we undertake routine maintenance of the public lighting assets and have responsibility for future replacement of public lighting infrastructure (poles), while the public lighting customer retains financial ownership of, and is responsible for, replacement cost of the luminaire.

Table - Public Lighting Maintenance and Replacement Responsibilities

Service Category	Description	Ownership	Installation / Replacement	Operation and Maintenance
SAPN / SLUoS	SA Power Networks funds luminaire / infrastructure installation or upgrade	SA Power Networks	SA Power Networks	SA Power Networks
TFI	Lighting luminaire / infrastructure is transferred ('gifted' or 'vested') to SA Power Networks	SA Power Networks	SA Power Networks	SA Power Networks
PLC	Customer funds the luminaire installation or upgrade, which SAPN installs SA Power Networks funds the installation and upgrade of infrastructure SA Power Networks maintains assets over their life	Public Lighting Customer (Luminaire) SA Power Networks (Infrastructure)	Public Lighting Customer (Luminaire funding) SA Power Networks (Infrastructure funding, all installations)	SA Power Networks
CLER	Customer funds all public lighting assets SA Power Networks maintains assets over their life	Public Lighting Customer	Public Lighting Customer	SA Power Networks (minor components)
EO	Customer funds and retains ownership of all public lighting equipment and maintenance responsibilities	Public Lighting Customer	Public Lighting Customer	Public Lighting Customer

SA Power Networks responsibility

SA Power Networks is responsible for providing the following:

- Provide SAPN/ SLUoS, CLER and EO services to public lighting customers as requested.
- Use best endeavours to deliver public lighting services in accordance with the agreed public lighting service levels.
- Where a public lighting customer owns the public lighting assets and infrastructure it is not required to take any public lighting service from SA Power Networks, however a database reporting public lighting faults for EO services is maintained.

Public lighting customers responsibility

The obligations of public lighting customers will depend upon the service to be provided by SA Power Networks.

- The road authority is responsible for the design, classification and level of compliance of public lighting based on their risk assessment.
- Where lights are to be gifted to SA Power Networks, public lighting customers must ensure the lights installed are in accordance with SA Power Networks design and construction standards.
- SAPN/SLUoS services - the public lighting assets are owned by SA Power Networks and the only responsibility of the public lighting customer is to pay the relevant tariffs.
- PLC services – public lighting customer is responsible for funding the luminaire installation or upgrade, which will be undertaken by SA Power Networks.
- CLER services - the public lighting customer will be responsible for all maintenance of the public lighting assets except for the replacement of failed lamps which is undertaken by SA Power Networks.
- EO services - the maintenance of the public lighting assets is the responsibility of the public lighting customer (including replacement of failed lamps, PE cell and supply fuse replacement) and SA Power Networks' responsibility is to maintain a database relating to streetlights and record and inform customers of reported street light faults.

1.7 Environmental considerations

SA Power Networks is committed to prudent environmental management practices and to managing environmental risks associated with our activities in accordance with sustainability principles, good corporate citizenship, and regulatory and statutory requirements. Under its Environmental Policy Framework SA Power Networks ensures that environmental considerations are incorporated into all business activities as a fundamental part of sound management practice.

Recycling and disposal management

SA Power Networks will bear the cost of disposal of all redundant SLUoS luminaires, including SLUoS luminaires containing asbestos, and any of the minor vegetation we have trimmed during lighting maintenance, repairs or replacement.

Redundant luminaires and lamps will be managed in accordance with relevant environmental laws and in accordance with SA Power Networks' obligations in the Tariff Agreement. Subject to issues with asbestos, lamps are separated from redundant luminaires, and the separate components (i.e. lamps and luminaires) are each placed in special purpose bins that are processed by the relevant recycling contractors.

Asbestos

Handling of asbestos will be carried out under SA Power Networks' strict guidelines for handling of asbestos.

1.8 Customers and stakeholders

There are a number of organisations that have a key role in the provision or management of public lighting.

Local Government

Local Government is a key stakeholder in public lighting and SA Power Networks will work collaboratively to deliver public lighting services. Under the Local Government Act, Councils are

responsible for the provision of street lighting for all minor and many major roads within their Council area. Councils have the role of specifying the lighting category to be installed on roads (other than State roads which are managed by DPTI) and public places. In addition, Council may be required to provide feedback and input for new standardised luminaires and columns.

Many Councils in South Australia are public lighting customers of SA Power Networks. The majority of public lighting on Council roads is owned and maintained by SA Power Networks. There are 68 Councils in SA, of which 19 are metropolitan Councils and 49 are rural or regional Councils, and public lighting services are provided to all of these Councils by SA Power Networks.

The **Local Government Association (LGA)** - the LGA is a membership organisation for all Councils in South Australia and is the voice of Local Government in the State. The LGA is created by Councils and all 68 Councils are members of the Association. The LGA provides leadership and advocacy to Councils on key issues affecting Councils and communities, including public lighting.

Department of Planning, Transport & Infrastructure (DPTI) – DPTI is the state government department responsible for the management of major arterial roads in South Australia. This management responsibility encompasses the provision of lighting on all DPTI designated roads. DPTI is generally responsible for the installation and maintenance on most Category V (vehicular) lighting on arterial roads. DPTI is also responsible for public lighting on the main road network (arterial roads) in partnership with the local Council (recovers cost from Council where amenity to Council).

Regulators

In addition, there are a number of regulators that regulate the public lighting industry or energy sector.

- **Office of the Technical Regulator (OTR)** – the OTR is responsible for technical and safety issues in the South Australian electricity supply industry, including public lighting services.
- **Essential Services Commission of South Australia (ESCoSA)** – ESCoSA regulates the energy industry in SA, including the licensing of electricity operations and establishment of service performance targets. ESCoSA has a service standard framework that will apply to SA Power Networks from 1 July 2020 to 30 June 2025. Under this framework, a GSL payment of \$25 for each period (5 business days for metropolitan areas, and 10 business days for non-metropolitan areas) in which the streetlight is not repaired is payable to the first person to report the fault.
- **Australian Energy Regulator (AER)** – the AER is the national economic regulator for electricity distributors and classifies the services to be regulated and the form of regulation for those services and determines funding levels and charges based for 5-year regulatory periods. The AER has determined to classify public lighting services as an Alternative Control Service (ACS) for the 2020–25 regulatory period, which is consistent with the classification of public lighting in other jurisdictions. This will be a change from the current classification in South Australia, where public lighting services are classified as a Negotiated Distribution Service (NDS) and will come into effect from 1 July 2020. As an ACS, the AER will set price caps for public lighting services reflective of the efficient cost of providing the service.

Retailers

SA Power Networks informs the retailers of energy usage associated with public lighting and the retailers are responsible for billing public lighting customers for energy usage and SA Power Networks distribution use of system charges (SA Power Networks bills public lighting customers for SLUoS and other public lighting services directly).

Other customers

Un-metered public lighting is provided to a number of customers including Councils, Housing SA, Department of Education and for private customers such as Community, Lifestyle or Retirement villages, Ports Corporation and various other small customers.

Industrial and residential land subdivisions are ongoing throughout South Australia as the need for additional housing or industry is required. The lighting infrastructure is generally vested back to SA Power Networks if SA Power Networks' standard luminaires and associated equipment has been installed. If the developer has chosen non-SA Power Networks standard luminaires, the lighting infrastructure is vested to the public lighting customer.

Community and residents

Public lighting is a service provided by SA Power Networks on behalf of local government and DPTI. However, the service is ultimately provided for the benefit of road users (including pedestrians and cyclists) and residents and businesses and provides safety, amenity, crime prevention and activation functions.

The provision of public lighting services requires SA Power Networks, DPTI and councils to engage with residents and businesses on public lighting matters. SA Power Networks, DPTI and councils will seek to clearly define respective roles and responsibilities, in order to ensure a high level of customer service and consistent messaging and communications are provided to residents and businesses.

Engagement with the broader community on service levels for public lighting will occur via the Public Lighting Working Group and the relevant council.

2. Engagement and communication with public lighting customers

2.1 Public Lighting Working Group (PLWG)

In December 2018, a Public Lighting Working Group was established to provide a representative group for public lighting customers to work with the LGA and SA Power Networks on public lighting. As DPTI is also a key customer, the Department was also represented in the PLWG.

The group was established to:

- Provide a forum for listening and discussion with metropolitan, regional and rural Councils and DPTI.
- Seek input from public lighting customers and stakeholders on the transition from NDS to ACS.
- Build mutual understanding and trust between the LGA, SA Power Networks and public lighting customers.
- Identify new service and product lines to add value to public lighting customers.
- Discuss current issues associated with public lighting services and opportunities for working more collaboratively with public lighting customers.

Principles to guide our decision-making

The PLWG committed to developing a set of principles to guide discussions and decision making. An independent facilitator was engaged to develop a set of principles.

The five principles developed were:

1. Commit the time to be collaborative
2. Sector wide versus individual
3. Equitable pricing for standard services
4. Progress over perfection
5. Looking backwards only to plan forwards



Commit the time to be collaborative



Sector over individual



Equitable pricing for standard services



Progress over perfection



Looking backwards only to plan forwards

A bit more rationale for the principles is provided below:

Commit the time to be collaborative	Investment of time to develop shared understanding before coming to definitive resolution.
Sector over individual	The need to consider the sector’s needs versus individual public lighting customer or vested interests.
Equitable pricing for standard services	This principle was about finding an equitable way forward for all, regardless of location and demographics. While some public lighting customers choose to go beyond the standard service offer, this would be a user pays model, but when it is standard, then pricing should be equitable.
Progress over perfection	The need for future focus and the priority of shifting the technology forward as well as keeping up momentum, rather than striving for everything to be 100% perfect (apply the 80:20 rule).
Looking backwards only to plan forwards	The PLWG felt this was needed as a reminder for at least the next 6 months as we look forward but recognise the past.

2.2 How we will engage with our stakeholders

IAP2 Spectrum for Public Participation

To ensure we effectively engage with our public lighting customers, SA Power Networks has adopted the Public Participation Spectrum approach developed by the International Association for Public Participation. This approach outlines the possible types of engagement that can be undertaken as part of the public participation process.

As the public progress through the spectrum there is an increase in the expectation of participation and types of engagement tools that can be implemented along the spectrum from inform to empower.

Based on this spectrum, the proposed levels of engagement for public lighting are outlined in the table below.

Table: IAP2 public participation spectrum approach and how it may be applied for public lighting services

	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
Stakeholder/ customer participation goal:	To provide customers with information on our public lighting services	To obtain feedback from customers for public lighting services	To work directly with key customers to ensure issues and expectations are understood and considered in developing public lighting services	To partner with key customers during all stages of the process, including the development of alternatives and solutions for public lighting	To place the final decision making in the hands of key customers
Commitment to stakeholders/ customers:	We will aim to keep you informed	We will aim to keep you informed, listen and acknowledge concerns and provide feedback on how influenced decisions or services	We will aim to work with you to ensure that your concerns and expectations are reflected in our services and provide feedback on how influenced decisions or services	We will aim to seek direct advice in developing solutions and incorporate your input into decisions or services as far as practicable	We will implement what you decide
Example of opportunities or issues:	<ul style="list-style-type: none"> • ESCoSA requirements 	<ul style="list-style-type: none"> • Outage Reporting • Regulatory Proposal 	<ul style="list-style-type: none"> • Information Survey • Postage stamp pricing • Public Lighting Working Group • Design/ construction audit services • Billing and provision of spatial data • Maintenance reporting 	<ul style="list-style-type: none"> • Annual Local Government Public Lighting Forums • Targeted workshops eg. asset management, new technology • Approach to: <ul style="list-style-type: none"> - column pricing - decorative lighting - recovery period - luminaires - metro/regional pricing for luminaire installations • Customer Portal • Emerging technology 	<ul style="list-style-type: none"> • Final decision-making • SA Power Networks does not propose this level of participation for public lighting at this stage

3. Public Lighting Inventory

3.1 Overview

There are approximately 230,000 public lights across the state. This comprises:

- 200,000 on SA Power Networks infrastructure
 - 130,000 attached to our network grid 'Stobie poles' eg. lighting brackets
 - 70,000 on dedicated lighting columns
- 30,000 on public lighting customer infrastructure ie. Councils, State Government.

Each public lighting installation has several asset components:

- **Lamp:** Light globe that produces the illumination, lamps are mounted inside traditional (High Intensity Discharge (HID)) luminaires.
- **PE Cell:** Photo-electric cell which switches the light on in low light conditions.
- **Luminaire:** Distributes, filters or transforms the light transmitted from a light source, including lamps or LED modules.
- **Bracket:** Supporting structure to hold or extend the luminaire from a pole.
- **Pole / Column:** Elevates the luminaire assembly above the ground, may be distribution poles or dedicated lighting poles/ columns.
- **Cabling (underground)/ overhead tap:** Provides the power to the public light.

Public lighting follows two basic configurations:

1. The Public Light is mounted to a **Stobie Pole** via a bracket to a crossarm, the luminaire is attached to the bracket and wired through the bracket to the low voltage supply on the Stobie pole.

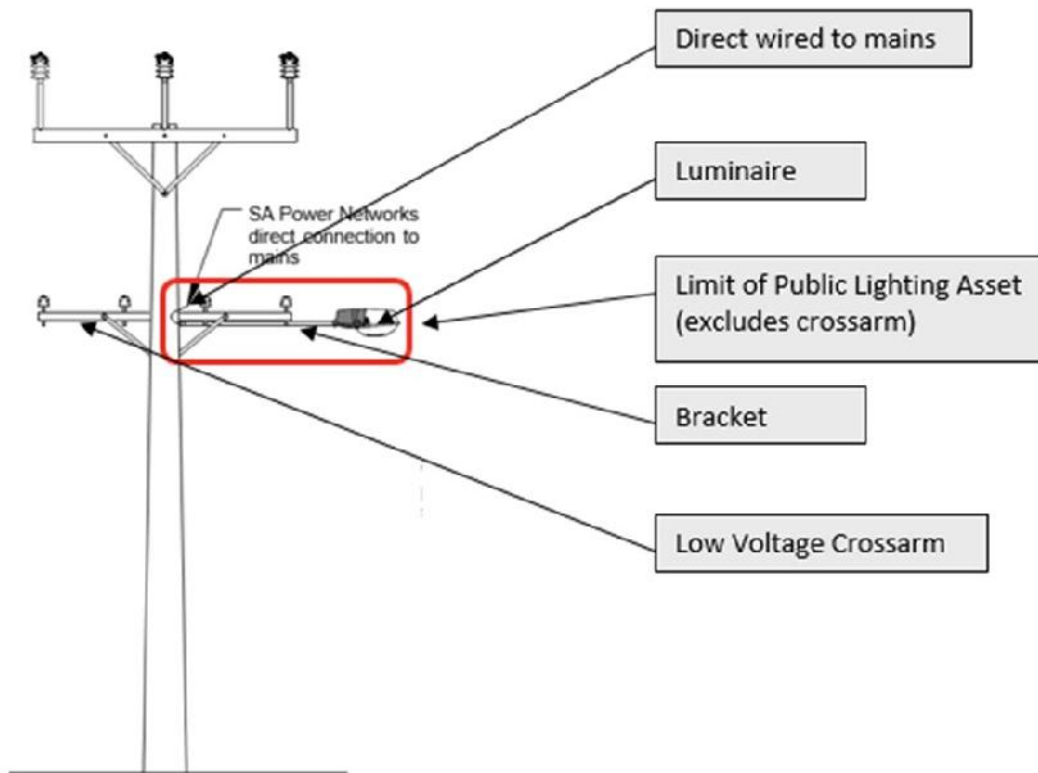
Typically, the luminaire is controlled via a PE cell or in older installations via switchwire.

2. The Public Light is mounted on a **Public Lighting column**, the luminaire is attached to the end of the column and wired down through the column (via an electrical cable) to a switch and fuse at the base of the column behind an inspection hatch. The wiring then continues down the column under the ground and then is connected to the electricity network via a LV service pit. Wiring between the column and pit is part of the public lighting assets.

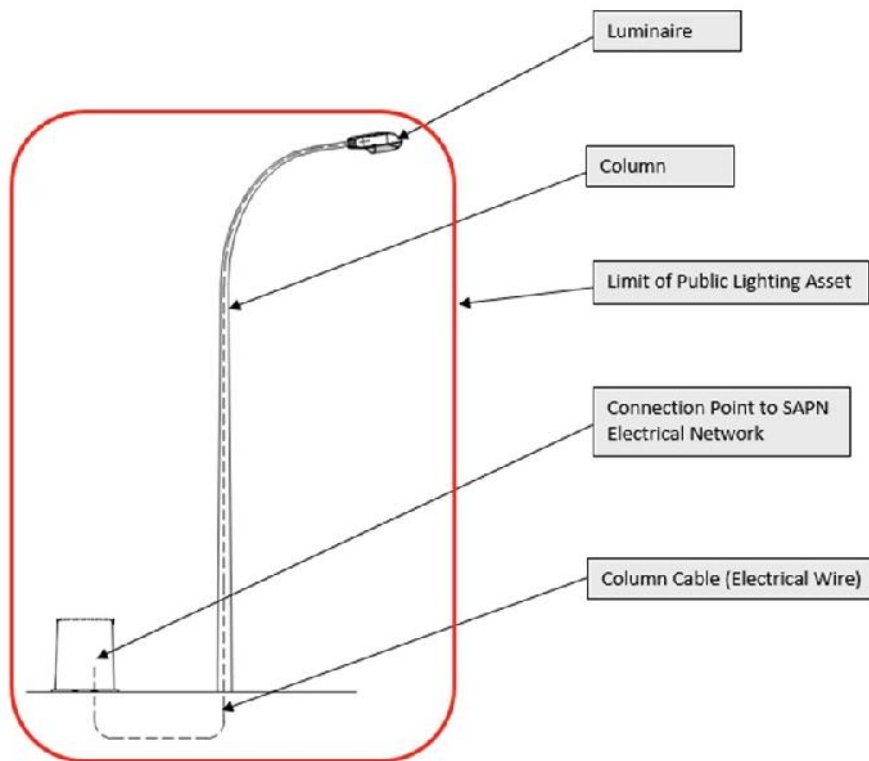
Typically, the luminaire is controlled via a PE cell or in older installations via switchwire. Public lighting columns are either galvanised or powder coated and range in height from 4.5m to 10.5m. Public lighting cable is typically 2.5mm squared Copper Twin and 6.0mm² squared Copper Earth, although this may vary depending on age. Some wiring is in conduit, but the majority is not.

Two typical configurations are shown in the figures below.

Typical Stobie pole mounted public lighting configuration



Typical Column mounted public lighting configuration



Public lighting luminaires are categorised by the level of lighting intended to be provided in accordance with *AS1158:2005 Lighting for roads and public spaces* as follows:

- Vehicular traffic (V category): relate to arterial roads
- Pedestrian area (P category): relate to minor roads

SA Power Networks has a wide range of lamp types (globes) on the public lighting system. This has developed as technology changes have occurred and as trends have altered across the world. As at 1 November 2019, 78,000 (33%) of the luminaires installed have been upgraded to more energy efficient LEDs, providing improved energy and maintenance outcomes for our customers. By 30 July 2025, it is forecast that 74% of lights will have been converted to LEDs.

3.2 Public lighting assets

Public lighting assets are assets which are dedicated to the function of providing lighting and are in essence comprised of the luminaire, a means of supporting the luminaire and wiring.

Luminaires

As at December 2018 there were ~230,000 luminaires under management across the network, a significant portion are 30+ years old and the newly installed LEDs 2-3 years old.

With the LED rollout it is expected most, if not all, old technology luminaires will be replaced in the next 5 years.

Columns

There are approximately 68,000 SA Power Networks owned public lighting columns and these range in mounting height, colour and outreach.

In addition, there are approximately 30,000 customer owned columns that support lights which SA Power Networks provides a service for.

Brackets

There are approximately 119,000 public lighting brackets in service. Of those, 8,000 are Long Pipe brackets which attract a SLUoS (Street Light Use of System) tariff.

Cable (wiring)

There are approximately 2,750km of underground public lighting wiring.

4. Public Lighting Services

The provision of public lighting services, and associated maintenance and replacement responsibility, is determined in accordance with asset ownership and arrangements in place with public lighting customers.

Public lighting customers can choose which service offering best suits their circumstances, including who funds the initial asset installation, future replacement, and depending on the tariff arrangement who is responsible for the operational maintenance of the assets once installed. SA Power Networks' 2020-25 pricing proposal to the AER has been developed to continue to provide this flexibility in service offerings to our customers.

4.1 Basic Services

Maintaining lighting output

SA Power Networks is required to maintain lighting output by ensuring the lights are on and at right illuminance. SA Power Networks will maintain the illuminance of each luminaire to the designed level at the time of installation – ie. standard of day not current standard, unless an alternative agreement is in place with our customers.

Maintaining lighting output is done in a number of ways:

- Bulk lamp and PE cell replacement to minimise the failure rate of lighting components (eg lamps) and to maintain lighting levels. The replacement period is determined based on age of the component and their associated failure rates. Typically, 30,000 lamps and 4,000 PE cells are changed per year and covers Metro and rural, P and V category Lights.
- Illuminance and cleaning of all lights
- Immediately repairing SLO's in accordance with ESCoSA requirements
- Physical testing
- Establishing and managing a system to allow reporting to owners of failed CLER and EO lighting.

Target Level of Service:

- *Repair 98% of public lighting faults, for which we are responsible, within 5 business days (metro) or 10 business days (regional areas).*
- *Replace HID road lamps at least every 4 years (HID) or otherwise as required to maintain luminance output and minimise SLO lamp failures.*
- *To maintain luminance output, luminaries will be cleaned as part of every lamp change for HID lights.*
- *To maintain LED luminance output, LED's are scheduled to be cleaned every 10 years. To validate the requirement to clean the LED 25% of LED lights installed will be luminance checked at 4 years and 8 years. Should cleaning be required prior to the 10-year scheduled cleaning cycle to maintain light output, this will be done on a quoted charge basis.*

Outage Reporting

Public lighting faults are reported through our online SLO reporting tool or by phoning our call centre. Our aim is to rectify 98% of faults within 5 business days for metro areas and 10 business days for regional areas. Currently, a GSL payment of \$25 for each period (5 business days for metropolitan areas, and 10 business days for non-metropolitan areas) in which the streetlight is not repaired is payable to the first person to report the fault¹.

For SLO maintenance to provide the most cost-efficient outcome for public lighting customers, a services contract is used in the metropolitan area (high density lights) and local depot staff are used in regional areas (low density lights).

Failures are reported via the Online SLO Reporting Tool, SA Power Networks does not inspect or patrol for lamp/ luminaire operability, completely relying on reporting from the public.

Target Level of Service:

- *An online reporting tool for members of the public and public lighting customers to report faults.*
- *Where a fault is reported, for which we are not responsible, we will notify the public lighting customer of the outage within one business day of receiving the outage report*

Customer Portal – public lighting

A Customer Portal for public lighting is currently being developed in collaboration with public lighting customers and it is expected that Stage 1 to be accessible by Q1 2020. The aim of the portal is to provide a simplified way for all public lighting customers to obtain more information on public lighting eg. carbon usage reporting, lights out, track work online; interact with your assets and generate reports.

Billing/ tariffs

Public lighting customers have a number of basic needs in relation to billing and tariffs:

- Timely and accurate billing
- Timely and accurate billing of energy consumption
- Ability to seamlessly transition between relevant tariffs

To meet this requirement SA Power Networks provides a number of services:

- Bill issued to all public lighting customers on the 1st of every month
- A full list of luminaires and locations are supplied with each bill
- Provide accurate details of luminaires and energy consumption (from load tables) to customers retailer
- Flexibility in facilitating transition arrangements to enable shift from HID to LED and SAPN LED to PLC tariffs.

The Customer Portal being developed in consultation with public lighting customers will provide the ability to access data on billing and tariffs. This will ensure continuous improvement in data quality and accuracy by allowing public lighting customers to directly view the asset data for their public lights and then have the ability to flag where this information is incorrect, this partnership relationship with the asset data will continue to improve the data going forward.

¹ ESCoSA reliability framework – charge will apply to SA Power Networks from 1 July 2020 to 30 June 2025.

The charges associated with the electricity supplying public lighting is invoiced to the public lighting customers by their nominated Retailer. The Retailer invoice also includes the regulated network supply charges referred to as the Distribution Use of System charges (DUoS).

Target Level of Service:

- *Invoices for public lighting services, specifying lamp types and volumes, will be issued by the 1st of every month, for the preceding month*
- *If tariff change requested, tariff to be changed within 30 days of payment.*

Asset Management

SA Power Networks has a range of strategies in place to manage capital and maintenance work on public lighting assets. The following table provides an overview of the asset management strategies, including the provision of GIS information and providing a cost-effective service.

Item	Description
Data	<ul style="list-style-type: none"> • Spatial data is provided to customers with each bill. These include data on the lamp types, numbers of lamp types and associated tariffs.
Provision of power	<ul style="list-style-type: none"> • For SLUoS, SAPN & PLC and TFI, SA Power Networks has full responsibility for site inspection. • For CLER, SA Power Networks will attend and determine if fault exists between luminaire and the connection point and notify customer of their responsibility to repair. • For EO lighting, a connection point is supplied, and SA Power Networks is responsible for keeping power to the connection point. This responsibility does not extend past the connection point.

Item	Description
Lighting elevated and structure maintained	<ul style="list-style-type: none"> • For SLUoS, PLC LED, SAPN LED and TFI LED SA Power Networks is responsible to inspect, maintain/ repair/ replace and restore (after accident) public lighting elevation structures. <ul style="list-style-type: none"> - Public lighting columns will be inspected every 5 years in high corrosion zones and every 10 years in low corrosion zones. - Public lighting columns assessed with a condition rating of 'Extreme' and 'Very High' will be scheduled for replacement. - Public lighting columns assessed with a condition rating of 'High' will be scheduled for reinspection in 5 years. • For CLER, SA Power Networks is not responsible for the structure but will attend an emergency, make the site safe and notify the customer.
Whole of life costs	<ul style="list-style-type: none"> • To minimise whole of life costs extensive testing on lighting assets is undertaken by our Standards Group prior to approval being given to install lights on to the network. • Analysis of performance of the public lighting fleet across reliability, longevity and lighting output reduction through cleanliness and general degradation of the LED diodes allow SAPN to determine optimal refurbishment / cleaning and renewal programs.
Warranty management	<ul style="list-style-type: none"> • Asset information is stored with warranty information and a system is in place to ensure luminaires returned to manufacturers for warranty claims.
Asset Renewal	<ul style="list-style-type: none"> • Considering transition of HID to LED currently underway, asset renewal is driven in three ways: <ol style="list-style-type: none"> 1. Customer initiated (SAPN or PLC tariff) 2. SAPN unplanned (SLUoS HID, SAPN LED, PLC LED & TFI LED), asset fails in service and is replaced with currently a SAPN LED 3. SAPN initiated (SLUoS HID), customer consulted and agreement is reached with SAPN LED installed. • Luminaires installed at time of renew will be as per customer specification, where no specific specification exists the luminaire will be replaced like for like. SAPN system allow each customer and each location to specify the luminaire that should be installed during renewal, more typically a general rule set is applied across a customer's fleet. • Managing the LED fleet with the expected much higher reliability and 20-year annuity tariff will be more analytical and consultative than the old HID fleet. SAPN and the customers both have the option at the completion of the 20-year annuity to renew the luminaire – customer for lower energy, different capabilities, aesthetics etc and SAPN for reliability and cost of maintaining the asset. If both parties agree, the luminaires can remain in service until one party wants to renew. Additionally, if the luminaire was on a SAPN tariff it would automatically revert to a PLC tariff at 20 years as the annuity would have been paid off.

Target Level of Service:

- *Public lighting columns will be inspected every 5 years in high corrosion zones and every 10 years in low corrosion zones.*
- *Public lighting columns assessed with a condition rating of 'Extreme' and 'Very High' will be scheduled for replacement.*
- *Public lighting columns assessed with a condition rating of 'High' will be scheduled for reinspection in 5 years.*

Reporting

Public lighting customers have a few reporting requirements, which include understanding if SA Power Networks is delivering service level and to report carbon / energy usage from public lighting.

SA Power Networks provides energy / carbon reporting to all major public lighting customers on an annual basis. In addition, a full list of luminaires and locations are supplied with each monthly bill.

Target Level of Service:

- *Replace HID road lamps at least every 4 years or otherwise as required to maintain luminance output and minimise SLO lamp failures.*
- *Public lighting asset data, including luminaire details and locations, will be provided to public lighting customers monthly.*
- *Operational reports, detailing fault performance, will be provided to public lighting customers quarterly for the preceding quarter.*
- *All Public Lights mapped in SAPN's GIS system, with GIS data provided to public lighting customers annually.*
- *Energy / carbon reporting will be provided to all major customers every six months.*

Design / Construction / Audit

SA Power Networks provides design and construction services for new lighting installations. Auditing services of public lighting assets is also provided.

Target Level of Service:

- *Provide quote for both simple transactions and more complex designs by an agreed number of days (target dates to be agreed In consultation with public lighting customers).*

4.1.2 LED rollout

Interest from public lighting customers is building to reduce costs through the deployment of more efficient and potentially longer lasting lighting technology such as Light Emitting Diodes (LED).

LED lighting create an overwhelmingly compelling case to change from traditional High Intensity Discharge (HID) lighting, particularly for the pedestrian (P Category) lighting where the energy usage of LEDs is typically a third to a quarter of HID lights.

LED rollouts are underway, both customer and SA Power Networks initiated, and it is expected that at least all P category lighting will be replaced in under 5 years, with V category being changed more slowly resulting in 74% of all luminaires forecast to be converted to LED by 30 July 2025.

4.2 Value add services

Public lighting technology is continuing to evolve, with the evolution of smart controls. We are working with smart city technology providers to develop a cost-effective and ongoing smart lighting/smart city management platform that we can roll out in South Australia. Smart street lighting with remote monitoring can automatically report failures, allowing faster maintenance and reduced operational costs. Smart controls can allow lights to be dimmed when streets are unused or ensure enhanced brightness for events or safety reasons. Approximately 94% of our public lighting customers have indicated they are interested in smart control technology.

4.3 Emerging services

The AER has also classified emerging public lighting technology as ACS. All new services eg LEDs or smart controls would be added and approved by the AER as part of our annual pricing approval process. SA Power Networks' 2020-25 pricing proposal to the AER has been developed to allow for the introduction of new fee-based (tariff) services during the regulatory control period. However, if the AER does not approve new fee-based services being introduced within a regulatory control period, all new services introduced mid period will need to be introduced as quoted services.

Smart lighting/ smart cities technology

Smart cities technology is used to find innovative solutions in urban areas, provide sustainable solutions to meet urban challenges and improve liveability in cities and towns. The Australian Government committed to the Smart Cities Plan in 2016. One of the key objectives of this plan is smart technology and the introduction of energy efficient technology.

Smart street technology includes the following:

- Lighting with remote monitoring that automatically report failures, allowing faster maintenance and reduced operational costs.
- Smart controls or sensor-based units that allow lights to be dimmed when streets are unused or ensure enhanced brightness for events or safety reasons.
- Remote sensors to provide ongoing data about the use of council assets such as parks and main streets to support decision making on lighting needs and management.
- Installing multi-function streetlights fitted with touch screens and surveillance cameras that provide Wi-Fi, monitor traffic conditions.
- Installing solar panels on streetlights to generate energy.

A number of Councils in South Australia are considering 'smart city' opportunities and investigating technology to enable greater convenience and efficiencies in on demand smart lighting and energy conservation.

Smart technology solutions will be developed in consultation with public lighting customers. Two smart lighting / smart network pilots have been implemented during 2019. These projects, involving 150 smart lights, were funded by SA Power Networks, and designed to explore the potential synergies between smart street lighting and electricity distribution network management – particularly in the low voltage part of the network. These pilots will inform SA Power Networks whether smart lighting is an efficient way to get network voltage and other relevant data.

SA Power Networks will continue to work with public lighting customers to help them achieve their smart city goals. SA Power Networks will endeavor to facilitate customer initiated trials of new

technologies and systems that are consistent with our safety and critical infrastructure security responsibilities.

Our strategy is to use the pilots and trials as the foundation for a framework of testing and engagement, for both technical and commercial requirements.

The trials will provide valuable practical experience with the trialling of various smart lighting technology options, in terms of management systems and how they can be used to further reduce energy consumption and (eventually) costs, through dimming, trimming, and constant light output, for example. SA Power Networks wants to explore the functionality offered for improving maintenance efficiency through alerts, reports and other asset management and monitoring. SA Power Networks will actively encourage public lighting customers to trial other devices and sensors, to understand how easy they are to integrate, and to compare the cost of alternatives.

It is also our intention to use these pilots and trials to better understand and strengthen the business case for smart lighting, by adding the value of electricity distribution network synergies, and by working with all stakeholders, including product development with suppliers, to get the best out of the technology.

4.4 Standards

SA Power Networks has a variety of equipment available for public lighting. Our Technical Standards and Equipment Group is responsible SA Power Networks undertakes assessment, strategic development and integration of equipment onto the distribution network to provide a safe, cost effective and reliable network.

Luminaires

SA Power Networks uses a variety of luminaires and equipment, dependent upon the location, road category and customer requirements. There is a large range of types and styles of luminaires on the Australian and international market which vary significantly in terms of price and quality.

In order to maximise value, while minimising total cost ownership, and ensure we maintain lighting compliance for customers, various equipment types and styles have been selected and are held on stock. The equipment list includes luminaires, lamps, outreach arms, columns and fixtures.

SA Power Networks also installs, upon request, flood lights (also called security lights) and several types are held on stock.

SA Power Networks will continue to investigate options and tender for supply for alternative lighting.

SA Power Networks has a range of standard luminaires and lamps held on stock. Further information can be found in the Network Information for Customers and Contractors (NICC402) and TS 101: Public Lighting – Design and Installation.

Brackets

As part of the standard equipment, SA Power Networks has specified several brackets. The longest of these, a long pipe bracket, is 6 metres long and is often used over wide intersections, to extend beyond the tree canopy in heavily vegetated streets and when the stobie pole is set back on a wide verge.

There are various other smaller outreach brackets available which have different height and extension lengths.

Columns

Luminaires are installed on stobie poles when available. In underground developments and where the power supply is underground, lighting columns are used. There are several standard types and sizes held on stock including 4.5m post top to 10.5m columns used for arterial roads.

Standard SA Power Networks columns are galvanized, black or green powder coated. However, SA Power Networks is not responsible for the ongoing performance of any powder coated finish. When public lighting customers request a different colour finish, they are permitted to do so subject to formally accepting the ongoing maintenance of the finish.

5. Pricing and Tariffs

Fee-based and quoted services are customer or third-party initiated services related to services classified as common distribution services.

With fee-based (tariff) services, the work involved is relatively standard. Fees are derived from the relevant labour rates, average time to perform the work, and other known costs. The fixed-fee is charged irrespective of the actual time taken to provide the service.

Quoted services are those where the activities vary considerably between jobs, such as for one-off activities that are specific to a particular customer's request. Charges for quoted services are levied on a time and materials basis.

5.1 Regulatory process

The Australian Energy Regulator (AER) has determined to classify public lighting services as an Alternative Control Service (ACS) from the commencement of the 2020–25 regulatory period, which is consistent with the classification of public lighting in other jurisdictions. This is a change from the current classification in South Australia, where public lighting services are classified as a negotiated distribution service with prices set by SA Power Networks. As an ACS, the AER will set price caps for public lighting services reflective of the efficient cost of providing the service. This will provide some certainty to customers and every 5 years we will need to forecast costs and proposed prices and the AER will independently review.

5.2 Pricing methodology

A building block approach is used to determine the efficient cost of providing public lighting services. This building block approach enables us to continue to support pricing flexibility and customer choice, aligned with the current negotiated pricing framework. Charges vary depending on the service package selected by public lighting customers.

There are five components used in determining public lighting prices – luminaire capital, luminaire operating, infrastructure capital, infrastructure operating, and administration and systems costs. The different components and discussed in more detail below and the components that apply to build up pricing for each service category are outlined in the table.

- **Luminaire capital** - the recovery of capital costs associated with the installation of new luminaires where SA Power Networks funds the installation, this is applicable for lights within the SAPN service category.
- **Luminaire operating** - reflects the costs associated luminaire maintenance, including reactive SLO work, proactive inspection and cleaning, and bulk replacement activities.
- **Infrastructure capital** - provides for the return of and on the Public Lighting Asset Base (PLAB) and applies to all lights on SAPN infrastructure. The PLAB includes the residual value associated with SAPN's historical investment in SLUOS luminaires, before the introduction of the new tariff structure for LEDs.
- **Infrastructure operating** - reflects the costs of completing column inspections, associated column repairs, and cables repairs resulting from SLO faults and applies to all lights on SAPN infrastructure.
- **Admin and systems** - reflect the administrative costs directly attributed to provision of public lighting services, including systems and GIS data maintenance, SLO reporting, customer management, and asset management functions.

Table: Price components applicable to each service category

Component	EO	CLER	PLC	TFI	SAPN	SLUOS
Luminaire Capital					✓	
Luminaire Operating		✓	✓	✓	✓	✓
Infrastructure Capital			✓	✓	✓	✓
Infrastructure Operating			✓	✓	✓	✓
Administration & Systems	✓	✓	✓	✓	✓	✓

5.3 Tariff Services

The public lighting service is funded via fee-based tariff arrangements, where the cost is calculated for each luminaire type via a building block methodology. The tariffs vary according to asset ownership and responsibilities with customer having the choice for higher or lower tariffs for capital and operational responsibility inputs.

The provision of public lighting services, and associated maintenance and replacement responsibility, is determined in accordance with asset ownership and arrangements in place with public lighting customers – as set out in Section 1.6 of this document.

SA Power Networks has funded the installation and provides a full maintenance service for approximately 85% of installed public lighting assets (poles and lights), with these lights charged SA Power Networks (SAPN) or Street Light Use of System (SLUoS) pricing. Public lighting customers or developers may fund the installation of new lights and gift the installed lights to SA Power Networks following completion, we will then assume full maintenance responsibility for the assets, including responsibility for future replacement of the asset at the end of its useful life, these lights are subject to a reduced Transferred Infrastructure (TFI) price. Alternatively, public lighting customers may choose to fund the installation of the assets and retain ongoing responsibility for maintenance and replacement of these assets. Our responsibility for these assets is administrative only, with the assets recorded in our GIS system and any faults received forwarded to the public lighting customer for their action, as a result these lights are charged an Energy Only (EO) price.

In some cases, SA Power Networks has agreed to maintain assets (including replacement of minor components (eg lamps and PE cells)) owned by the customer, with the customer retaining responsibility for the future replacement of all major public lighting asset components, these lights are charged Customer Lighting Equipment Rate (CLER) prices. With the introduction of LED lighting, a further service offering for Public Light Customer (PLC) was introduced, whereby we undertake routine maintenance of the public lighting assets and have responsibility for future replacement of public lighting infrastructure (poles), while the public lighting customer retains financial ownership of, and is responsible for, replacement cost of the luminaire.

As noted above, SA Power Networks uses a building block approach to determine the efficient cost of providing public lighting services. This building block approach enables us to continue to support pricing flexibility and customer choice, aligned with the current negotiated pricing framework. Charges vary depending on the service package selected by customers. The building block approach is underpinned by the Public Lighting Pricing Model developed for the purposes of determining the public lighting prices for the 2020-25 regulatory control period.

5.4 Quoted Services

Quoted services are those where the activities vary considerably between jobs, such as for one-off activities that are specific to a particular customer's request, including such customer specific projects as LED upgrades under PLC Tariff arrangements, infill lighting projects, and the installation of glare shields, etc.

Quoted services pricing is based on the model approved by the AER, including labour, services, materials and a margin.

5.5 Tariff Agreements

Existing tariff agreements will cease on 30 June 2020 and the arrangements governing public lighting installed prior to this date will transition to the new arrangements from 1 July 2020.

SA Power Networks is working with the Public Lighting Working Group to transition the tariff agreement to the new regulatory framework in 2020, where tariffs will be set by the AER. There will be no break costs associated with the proposed NDS to ACS transition model.

The commercial arrangements agreed between Council and SA Power Networks in respect to the ongoing provision and maintenance services will be described in the tariff agreement for alternative control services, which is expected to be a component of our tariff statement.

6. Implementation and Review

6.1 Strategy and actions 2020-25

This section outlines the strategies and initiatives that SA Power Networks is proposing to undertake to improve our public lighting services and ensure we deliver services that our public lighting customers value.

The following strategies will be developed in consultation with public lighting customers over the next five-year regulatory period.

Action	Description	Timeframe	Responsibility
Customer Portal	Develop a customer portal for public lighting	Stage 1 – March 2020 Stage 2 –TBC	SAPN in collaboration with public lighting customers
Smart lighting trials	Trials of smart lighting and new technology	Ongoing	SAPN in collaboration with public lighting customers
LED rollouts	LED rollouts	Ongoing	SAPN in collaboration with public lighting customers
GSL payment review	Review the requirement for the GSL payment for SLO	2020	ESCoSA/ SAPN
Levels of Services	Evolving our levels of Service to ensure delivering what customers want	2020	SAPN in collaboration with public lighting customers
Ongoing engagement with customers	<ul style="list-style-type: none"> • PLWG – continue the PLWG and review ongoing role, purpose and structure 	June 2020	LGA/SAPN/ Public lighting customers
	<ul style="list-style-type: none"> • Run an Annual Local Government Forum 	October 2020 – annual	SAPN
	<ul style="list-style-type: none"> • Newsletter updates and provision of information 	Ongoing	SAPN
	<ul style="list-style-type: none"> • Customer satisfaction survey 	2 yearly	SAPN

6.2 Monitoring and review

This framework will be reviewed every five years, prior to the next regulatory control period, to promote opportunities for continual improvement on how we deliver public lighting services. In addition, a mid period review will be undertaken every two to three years.

The framework will be reviewed in 2024-25.

6.3 Dispute resolution

Disputes may arise from decisions made by SA Power Networks in carrying out its responsibility in the provision of public lighting services.

Resolving grievances is important to SA Power Networks and we will endeavour to resolve any dispute with those affected in accordance with our Complaint Management Process.

SA Power Networks aims to respond to or acknowledge all complaints or enquiries within five business days via the most practical and time efficient medium, whether this be via written correspondence, email, telephone, or social media.

If you are not satisfied that SA Power Networks has satisfactorily resolved an issue, the matter can be referred to the Energy and Water Ombudsman of South Australia:

- Energy and Water Ombudsman SA
Level 12, 50 Pirie Street
Adelaide SA 5000
GPO Box 2947
Adelaide SA 5001

Tel: 1800 665 565

Email: contact@ewosa.com.au

Website: www.ewosa.com.au

The Energy and Water Industry Ombudsman is a totally independent industry body and will act as a mediator between the customer and SA Power Networks. This service is free of charge.

6.4 Benchmarking

SA Power Networks will continue to compare its services and prices to those offered by other providers.

Benchmarking with other utility providers in Australia is important to understand interstate trends and improvements in public lighting to ensure we continue to implement best practice public lighting in South Australia. We will attend national conferences and workshops, undertake trials and ensure ongoing dialogue with our public lighting customers and industry bodies to ensure the services provided to public lighting customers in South Australia are aligned with industry best practice.

7. ATTACHMENTS

A. Target Level of Service

Attachment A - Target Levels of Service

Customer requirement	SA Power Networks service	KPI / SAPN response
Ability to report public lighting not meeting basic requirements	<p>General Enquiries Help Line</p> <p>Single Light Out Online Reporting Tool</p> <p>EO light owners are notified of the SLO and the online reporting tool resets in 5 days.</p>	<p>Call Centre provided 131261</p> <p>Reporting tool provided and operational https://slo.apps.sapowernetworks.com.au/</p>
To receive a public lighting bill within 30 days of the billing period that describes the lighting asset and associated tariffs that makes up the bill.	SAPN bill issued on the 1st working day of the month for the preceding month and contains the lamp types, numbers of lamp types and associate tariffs.	12 bills sent per year in month succeeding the billing period.
Ability to quickly and easily change between tariff types (for example changing from SAPN LED to PLC LED tariff)	<p>Future 1: LED tariffs types shown on bill, customer manually requests – via email these PLs be transferred to PLC. SAPN creates invoice and sends to customer, on payment tariffs change.</p> <p>Future 2: All done through portal</p>	<p>Invoice sent to customer within 30 days of request</p> <p>Tariff changed within 30 days of payment.</p>
To calculate the energy usage of the public lighting in their area of responsibility and send this data to their nominated energy retailer.	Utilising the Asset Data for the public lighting, SAPN tabulates all the lamp types in the customers area and applies the AEMO load table values per lamp creating an energy usage table for the customer. This is sent to the customers retailer.	<p>12 Energy usage reports sent to retailer on a monthly basis.</p> <p>System under oversight and audited by ESCOSA.</p>
To understand geospatially the location of public lights in their area of responsibility and get this data in a format that can be used with their GIS / Asset Management systems	All Public Lights are mapped in SAPN's GIS system. This data is maintained and provided to customers on request or annually.	1x GIS file sent to customers annually or on request.
To understand / report carbon / energy usage from public lighting in their area of responsibility	On a six-monthly basis provide energy / carbon reporting to all major customers.	2x Energy / Carbon reports sent per year.
Power is provided to public lighting assets	<p>EO lighting has a connection point supplied, SAPN responsibility is to keep power to the connection point and does not extend past connection point.</p> <p>CLER and PLC LED, SAPN will attend and determine if fault exists between luminaire and the connection point and notify customer of their responsibility to repair.</p> <p>SLUoS, SAPN LED and TFI LED SAPN has full responsibility to repair and restore power to public lighting. (including cable faults)</p>	Forms part of lighting performance below.

Light output of each public light is at 70% of original output for HID luminaires and 80% for LED lighting.,	<ul style="list-style-type: none"> • Bulk lamp change to renew lamps and clean visors. • Illuminance testing in planning phase of bulk lamp change. • Bulk PE Cell change • Repair 98% of SLO reports in 5 working days in metro and 10 working days in regional areas. • Change of luminaire if failed for SLUoS, SAPN LED and TFI. • Reporting to owners of failed CLER and PLC LED lighting. 	<ul style="list-style-type: none"> • 1x Bulk lamp / PE change report per year • Reported 12x monthly reporting, 1x annual performance review. • Reported 12x in monthly reporting. • Systems in place to notify.
Public Lighting service provided cost effectively	<ul style="list-style-type: none"> • Warranty management, asset information stored with warranty information and system in place to ensure luminaires returned to manufacturers for warranty claims. • Minimise whole of life costs by extensive testing on lighting asset prior to approval onto network. • Maximising economies of scale (by limiting lighting options per class) and leveraging purchasing power to minimise capital costs. • Providing common systems to all customers 	<ul style="list-style-type: none"> • Lighting asset in SAP, warrantee functionality enabled • Standards Group systems. • Procurement group systems – namely tendering processes.
Public lighting is elevated and this elevation structure is correctly maintained to minimise risk to the public.	<ul style="list-style-type: none"> • For CLER, SAPN does not have responsibility for the structure other than attending an emergency and making the site safe and notifying the customer. • For SLUoS, SAPN LED, PLC LED and TFI LED SAPN has full responsibility to inspect, maintain / repair / replace and restore (after accident) public lighting elevation structures 	
Understanding the Public Lighting asset	<ul style="list-style-type: none"> • Future – SAPN to provide access to PL asset information from SAP. 	
Contact for general enquiries relating to Public Lighting	<ul style="list-style-type: none"> • Attend to asset condition enquiries. • Attend to enquiries raised by residents/constituents for Council, MP's etc. • Attend to enquiries relating to legal issues pertaining to lighting (e.g. vehicle collisions etc.) 	
Contact for designs	<ul style="list-style-type: none"> • Designs to AS1158 • Lighting audits • Construction • Project management 	
Want limited / no involvement in the O&M management of public lighting in their area of responsibility	<ul style="list-style-type: none"> • Replacement of a failed luminaire (for any reason) with modern equivalent at no cost to customer. 	<ul style="list-style-type: none"> • 12 x Monthly reporting of luminaire replacement per year

Attachment B – Service driven pricing parameters

Basic Service	Description	Parameters
Maintaining lighting output	Repair 98% of public lighting faults, for which we are responsible, within 5 business days (metro) or 10 business days (regional areas)	<ul style="list-style-type: none"> Historical fault rate by light type
	Replace HID road lamps at least every 4 years (HID) or otherwise as required to maintain luminance output and minimise SLO lamp failures	<ul style="list-style-type: none"> CF42 & MV – 4 years Fluorescent – 2 years HPS – 3 Years
	Replace HID PE Cells every 8 years, replace LED on failure (NEMA PE-cells)	<ul style="list-style-type: none"> HID PE Cell – 8 Years
	To maintain LED luminance output, LED's are scheduled to be cleaned every 10 years. To validate the requirement to clean the LED 25% of LED lights installed will be luminance checked at 4 years and 8 years. Should cleaning be required prior to the 10-year scheduled cleaning cycle to maintain light output, this will be done on a quoted charge basis	<ul style="list-style-type: none"> LED's cleaned every 10 years Luminance test completed on 25% of installed LEDs at 4 years and 8 years
Asset Management - Lighting elevated and structure maintained	Inspect, maintain, repair, replace and restore (after accident) public lighting elevation structures	<ul style="list-style-type: none"> Inspected columns in high corrosion zones every 5 years and low corrosion zones every 10 years. Columns assessed with a condition rating of 'Extreme' and 'Very High' will be scheduled for replacement Columns assessed with a condition rating of 'High' will be scheduled for reinspection in 5 years

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.12

Responsible Officer: Rebecca Shepherd
Manager Community Development
Community Capacity

Subject: Youth School Holiday Program Driver Education - Proposed
Road Closures

For: Decision

SUMMARY

This report seeks Council to make an order for road closures to facilitate a Young Driver Education Program on Wednesday 7 October 2020, and Wednesday 21 April 2021. A formal road closure order needs to be made for the closure to occur.

RECOMMENDATION

Council resolves:

1. That the report be received and noted
 2. To, pursuant to Section 33(1) of the *Road Traffic Act 1961* and Clause G of the Instrument of General Approval of the Minister dated 22 August 2013:
 - a. Declare that the Driver Education Program that is to take place on Newman Road, Charleston is an event to which Section 33 of the *Road Traffic Act 1961* applies.
 - b. Make an order directing that a section of Newman Road, Charleston, between Five Lanes Road and Lewis Road, be closed to traffic for the period between 9.00am and 6.00pm on Wednesday 7 October 2020, and 9.00am and 6.00pm Wednesday 21 April 2021.
 - c. Make an order directing that persons taking part in the event be exempt from the duty to observe the Australian Road Rules Rule 238 (Pedestrians travelling along a road).
 - d. To make an order directing that all vehicles except emergency and participant vehicles and local residents living at the named section of Newman Road, be excluded from the closed section of road for the period of the closure.
-

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal Community Wellbeing

Objective C1 A community for everyone – that is inclusive, welcoming and accessible

Priority C1.3 Make the district more accessible and welcoming for all with a focus on youth participation, positive ageing, disability inclusion and multiculturalism.

Young people transporting themselves safely through the district is essential to their ability to participate in education, employment and their community.

Goal Community Wellbeing

Objective C2 A connected, engaged and supported community

Priority C2.3 Facilitate opportunities for our youth to develop skills, build resilience and be actively involved in and connected to their community.

The program educates young drivers on how to adopt a defensive style of driving, thus improving safety on roads in the district.

By providing courses such as these and general youth development activities, Council develops a relationship with youth in the district and the general community that goes beyond the services traditionally provided by Council and helps create an awareness of further opportunities to participate and interact with Council.

Goal Community Wellbeing

Objective C3 A community that grows together

Priority C3.1 Provide and support programs and services that encourage and enhance personal growth, lifelong learning and professional development.

In addition to promoting defensive driving, the program also educates participants about the capacities and limitations of the human body and mind in relation to driving. In doing so, young drivers learn about strategies that help put them in the best position, both physically and mentally, to be safe road users.

➤ Legal Implications

Section 33 of the *Road Traffic Act 1961* gives “the Minister” powers to make road closure orders. That power has been delegated to councils in respect to local roads.

➤ **Risk Management Implications**

The requested road closure will assist in mitigating the risk of:

Driver safety education exercises on an open public road leading to accidents and subsequent legal and reputational consequences to Council.

Inherent Risk	Residual Risk	Target Risk
Extreme (5C)	Low (1E)	Low (1E)

The Australian Driving Institute is sufficiently insured for public liability (\$20 million) and professional indemnity (\$10 million) and has a Risk Management Plan in place.

➤ **Financial and Resource Implications**

Fees for the training are \$120 per participant, with a maximum of 15 participants per course day. Through its Youth Development budget, the Council will subsidise \$50 per participant, with the remaining \$70 charged to the participant. This reduced fee is only available to young drivers who live, work or are being educated in the Adelaide Hills Council area.

The course is also open to young drivers who cannot satisfy these criteria, but they will be required to pay the full \$120. At first registration, prospective participants are made aware of these provisions, as well as their fee.

Costs payable to the course provider, the Australian Driving Institute, less fees received from participants, will be accommodated from existing Youth Development budgets.

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

Consistent with programs organised by Council's Community Centres and Libraries, bookings will be managed using the online events booking service Eventbrite. This should minimise the impact of the Drivers Awareness Courses on Customer Service staff as compared to the process followed to date.

All queries from participants will be answered by the Community Development Officer Youth & Recreation.

➤ **Sustainability Implications**

Not applicable.

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

Consultation on the development of this report was as follows:

Council Committees: Not applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: Technical Officer

External Agencies: Not applicable

Community: The Council's Driver Awareness Courses have been running twice a year for thirteen years and has been much appreciated by the participants and their families. The courses have attracted only positive comments from residents. Residents at the relevant stretch of road will receive a letter advising them of the road closure, and that they will still have use of the road for access and egress. Exercises will be paused to allow them passage.

Very positive responses have been received from parents of participants; many parents have come back with younger siblings, and in some cases even booked in their young drivers for a repeat session.

Advanced warning of road closures will be put in place three weeks before the event.

Furthermore, like members of our Youth Advisory Committee previously, members of the Youth Leadership Program have expressed concern for young driver safety and are supportive of the program.

2. BACKGROUND

The ability of young drivers to transport themselves safely throughout the district is an essential element to their transition into a productive adulthood. The Drivers Awareness Courses are designed to complement the skills and understanding required of young drivers to obtain their Probationary License, and to increase young drivers' understanding of inherent risks and to increase their abilities to make safer and better decisions when taking part in traffic.

In the period of 2007 to date, Council's Youth Development Program has facilitated two days of Driver Awareness training per year. Response has been very positive and consistent requests for its continuation and expressions of interest from community members have been received since.

This report seeks approval for road closures for driver training days in the October 2020 and April 2021 school holidays.

3. ANALYSIS

For 2020-21 two days of young driver awareness training have been planned for Wednesday 7 October 2020 and Wednesday 21 April 2021.

The course requires participants to hold their Learner's Permit, Probationary Licence or have less than 5 years of experience. The course will provide a comprehensive 8-hour day of instruction encompassing both theory and practical training. The aim of the course is to produce drivers who are more aware of their abilities and can set safe limits while improving their capability to self-assess and, therefore, be more aware of the need to continually evaluate their driving standards on all public roads.

For this event a stretch of public road needs to be closed so the practical driver training can be done in a safe environment without endangering any other road users. The suggested road to be closed is a section of Newman Road, Charleston, between Five Lanes Road and Lewis Road. **Appendix 1** contains a Location Map with proposed closed section marked between A & B. Over the years, this location has proven to not affect regular traffic overmuch. It also has the additional benefit of being in easy reach of the Charleston Community Hall.

Local residents living on this stretch of road will still have use of the road as exercises will be paused to allow them passage. As indicated earlier, residents will receive direct notification of the closure and advanced warning signs will be in place leading up to the event.

Council will undertake traffic management during the road closure, in accordance with Australian Standard AS1742.3 and relevant DPTI Field Guides.

Furthermore, in accordance with Section 33(1) of the *Road Traffic Act 1961* and Clause G of the Instrument of General Approval of the Minister dated 22 August 2013:

- The Commissioner of Highways will be notified at least two weeks prior to the date of the event (G.6); and
- The SA Metropolitan Fire Service, SA Country Fire Service, SA State Emergency Service, the SA Ambulance Service and the Public Transport Services Division of the Department of Planning, Transport and Infrastructure ("DPTI") as appropriate, will be notified at least two weeks prior to the date of the event (G.7).

The course days will be publicised on Council's website, in schools and school newsletters, through email distribution lists and via the Adelaide Hills Council Youth Leadership Facebook page. Advertisements will also be run in local newspapers.

The driver awareness courses have consistently received much interest from residents, thanks to 'word-of-mouth' from participants of previous sessions and notes in school newsletters. For the next planned date in October many expressions of interest have been received.

4. OPTIONS

Council has the following options:

- I. To approve the road closure for the requested dates and location (Recommended). The Council may resolve whether or not to approve the requested road closure for this event for the dates and site as proposed. Should it approve the closures as proposed, the event can proceed as planned and young drivers in the district can avail themselves of the opportunity presented.
- II. Not to approve the road closure for the requested dates and location (Not Recommended). Should the Council not approve the closures, it will be necessary to find an alternative site or date for the event or cancel the event. As the program has been run successfully for the past thirteen years, there is a community expectation that the course be held in the October 2020 and April 2021 School Holidays, evidenced by the enquiries received.

It should be noted this site has been chosen as the most suitable site in the Council area for this program, due to the close proximity of a sufficiently long enough, reasonably flat and straight stretch of road that is not a main thoroughfare (for practical exercises), and a hall or other room available for the theory sessions.

In light of the options and consequences provided, and the resultant level of risk remaining after mitigations, both in terms of safety risks for participants and corporate risks, including meeting Community expectations, it is recommended that Council approve the road closure for the dates requested.

5. APPENDIX

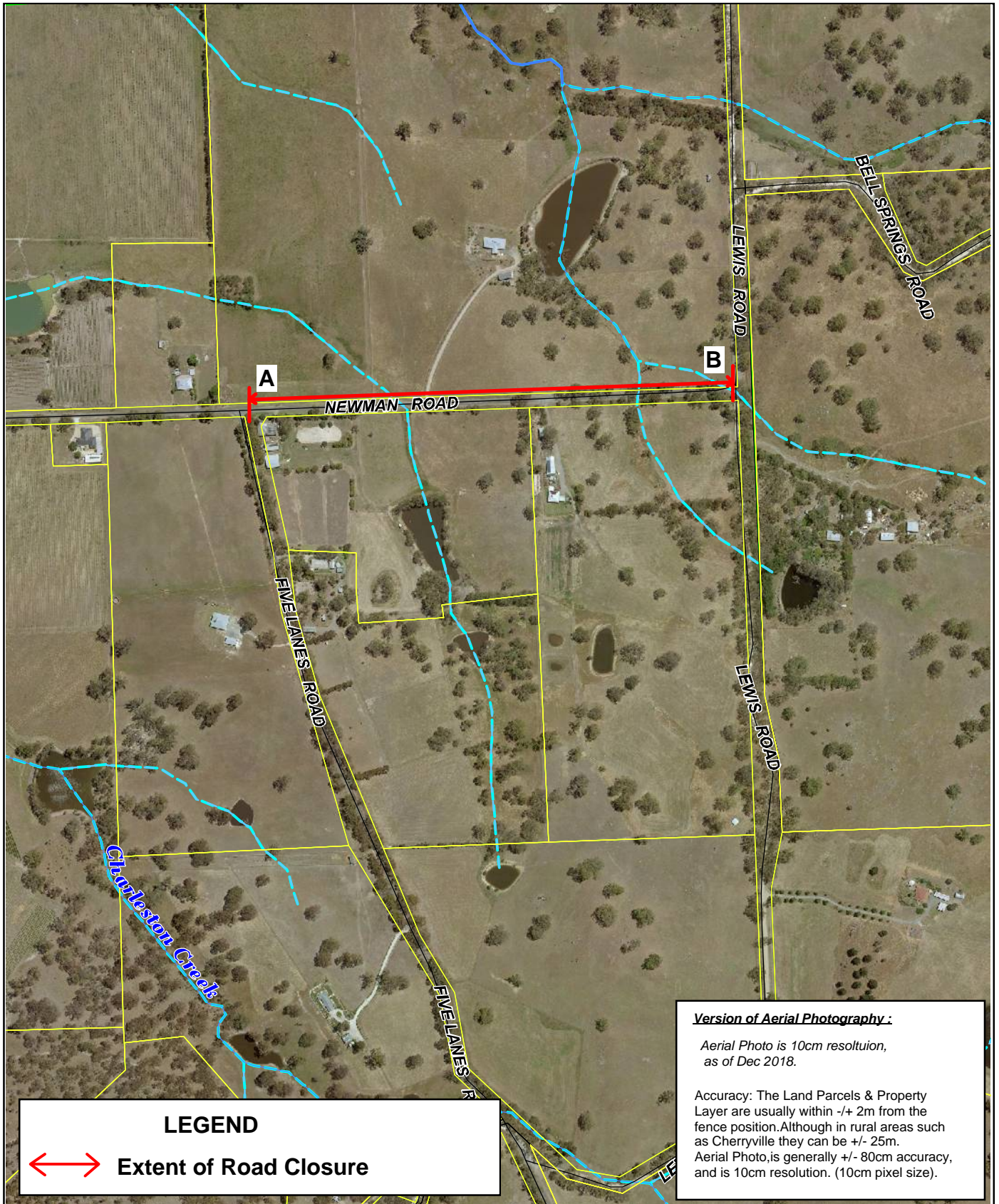
- (1) Location Map with proposed closed section marked between A & B

Appendix 1

Location Map

Attachment 1: Road closures Young Drivers Awareness Course 2020-21

Location Map with proposed closed section marked between A & B



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SCALE
 1: 7,500



**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.13

Responsible Officer: David Collins
Manager Strategic Assets
Infrastructure & Operations

Subject: Policy Review – School Parking and Associated Facilities

For: Decision

SUMMARY

The purpose of this report is to present the revised *School Parking and Associated Facilities Policy* for Council's consideration.

The Policy is recommended to be adopted essentially unchanged.

RECOMMENDATION

Council resolves:

1. That the report be received and noted
 2. With an effective date of 8 September 2020, to revoke the 27 June 2017 *School Parking and Associated Facilities Policy* and to adopt the revised draft *School Parking and Associated Facilities Policy* contained in Appendix 1.
 3. That the Chief Executive Officer be authorised to make any formatting, nomenclature or other minor changes to the *School Parking and Associated Facilities Policy* as per Appendix 1 prior to the effective date.
-

1. GOVERNANCE

➤ **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 business and visitors

Priority B1.5 Provide accessibility for the full range of users by ensuring Council's road, footpath and trails network is adequately maintained and service levels for all users are developed and considered

Provide Council with a position on providing support to School Parking and associated Facilities and assess each case in conjunction with relevant authorities in alignment with future strategic and works programs.

➤ **Legal Implications**

Local Government Act 1999, Chapter 11, Part 2 Roads
By-Law No. 4 Roads

➤ **Risk Management Implications**

The adoption of the School Parking and Associated Facilities policy will assist in mitigating the risk of:

Unnecessary resource being allocated to managing requests for associated facilities that are erroneous or beyond care and control of Council

Inherent Risk	Residual Risk	Target Risk
Low (1E)	Low (1E)	Low (1E)

➤ **Financial and Resource Implications**

The Council's Long Term Financial Plan contains no specific allowance for new infrastructure work around schools. Any future proposals for works would need to be considered by the Council among other capital works priorities and against the Council's ability to afford them.

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

The Policy helps to provide clarity for staff and the community on Council's position in response to requests to help improve parking issues largely beyond Council's influence.

➤ **Sustainability Implications**

Not Applicable

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: Manager Civil Services
Coordinator Civil Operations
Senior Infrastructure Planning Engineer
Technical Officer

External Agencies: Not Applicable

Community: Not Applicable

2. BACKGROUND

Council receives numerous requests from schools within the Council district requesting assistance, or installation of infrastructure in and around schools including car parking, drop-off/pick-up facilities and crossings and the policy provides a balanced approach in addressing these demands.

In the past Council has received requests for footpath access and crossings, and these are reviewed as part of the rolling capital works program that feeds into the Annual Business Plan. The requests are assessed in conjunction with other relevant Policy such as with the existing Footpath Policy.

In the past two years there have been the following requests around – traffic/speed/crossing (3), drainage (2), and footpaths (3).

12.4. Policy Review - School Parking & Associated Facilities Policy

Moved Cr Ian Bailey S/- Cr Jan Loveday	SP23/17
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The Strategic Planning and Development Policy Committee resolves:

1. That the report be received and noted.
2. With an effective date of 27 June 2017, to revoke the 23 April 2013 School Parking and Associated Facilities Policy and to adopt the revised draft School Parking and Associated Facilities Policy contained in Appendix 1.
3. That the Chief Executive Officer, or delegate, be authorised to make any formatting, nomenclature or other minor changes to the policies during the period of their currency.

	Carried Unanimously
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The *School Parking and Associated Facilities Policy* was last considered and adopted by the Strategic Planning and Development Policy Committee on 13 June 2017.

3. ANALYSIS

The Policy is presented for consideration essentially unchanged. It is necessary however to formally revoke and replace the existing policy to accommodate changes in format and structure.

The Policy sets out fundamental principles and guidelines for responding to requests to assist in resolving parking issues outside Council's responsibility, and it plays a key role in managing expectations.

Importantly, the Policy acknowledges that the Council can't do everything requested of it, and that requests need to be treated on their merits and prioritised. The Policy is reasonably self-explanatory in this regard.

The Administration has reviewed the Policy and its application within the organisation and have not identified any need for change, as it has been meeting expectations aligned with its intent.

4. OPTIONS

Council has the following options:

- I. To adopt the revised Policy as recommended in this report. This is recommended because staff members have not identified any reason to substantially change the policy. **(Recommended)**
- II. To change the recommended Policy. Should the Council identify the need for substantial amendments to the revised Policy, it is recommended that they be referred to staff for review to allow for analysis of the implications of the amendments, prior to the matter being brought back to the Committee for further consideration. **(Not Recommended)**


5. APPENDIX

- (1) Council Policy – School Parking and Associated Facilities

Appendix 1

Council Policy – School Parking and Associated Facilities

COUNCIL POLICY

 <p>Adelaide Hills COUNCIL</p>	SCHOOL PARKING AND ASSOCIATED FACILITIES
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Policy Number:	COM-21
Responsible Department(s):	Strategic Assets
Other Relevant Policies:	Nil
Relevant Procedure(s):	As adopted by the Chief Executive Officer
Relevant Legislation:	<i>Local Government Act 1999</i>
Policies and Procedures Superseded by this policy on its Adoption:	School Parking and Associated Facilities Policy, Item 12.3, SPDPC 23 April 2013
Adoption Authority:	SPDPC (under direct delegation from Council)
Date of Adoption:	8 September 2020
Effective From:	8 September 2020
Minute Reference for Adoption:	To be completed once adopted
Next Review:	No later than September 2023, or as required

SCHOOL PARKING AND ASSOCIATED FACILITIES POLICY

1. INTRODUCTION

This policy provides the Council and staff with principles and guidelines for addressing requests for additional car parking, drop-off/pick-up facilities, or similar, near schools.

2. OBJECTIVES

The objectives of this policy are:

1. To clearly define the Council's position in respect to the provision of car parking, drop-off/pick-up facilities, or similar, near schools
2. To demonstrate a responsible and balanced approach to addressing the demand for these facilities
3. To encourage school communities to be part of identifying the problem and addressing demand, including the encouragement of sustainable modes of travel to and from school

3. DEFINITIONS

"Schools" include any educational facilities, whether they are public, religious or independent. No distinction is made between primary or secondary schools, however, early learning centres (i.e. childcare/kindy) will be encouraged to provide short term parking on their site where reasonably practicable as it can be expected when planning these facilities that parents and carers would need to physically take their child into the facility.

"The Department for Education" is referred to within this policy. In the case of religious and independent schools, the term DECD is interchangeable with the body responsible for managing the site.

"Car parking, drop-off/pick-up and similar facilities" includes infrastructure on the public road network designed to accommodate commuting to and from schools, such as pull-in bays, 'kiss and drop' lanes, parking bays, hard stand areas, etc. It also includes bus facilities.

4. POLICY STATEMENT

Principles

The following principles will be applied to the provision of and alterations to car parking, drop-off/pick-up and similar facilities around schools:

- The Council (i.e. the broader community) should not bear the burden of resolving matters that occur primarily due to increased demand for parking at schools or The Department for Education decisions to remove parking from school land
- School administrations, school governing bodies and The Department for Education should participate in investigating and addressing the issue leading to the demand
- Efforts should be made to identify and resolve the root cause(s) of the issue before infrastructure works are considered
- Low-cost options should be considered first, as long as safety is not jeopardised

- The Council cannot reasonably address every request for additional parking through infrastructure provision
- Sustainable modes of travel, which may reduce the demand for car parking, as well as having positive environmental outcomes, are encouraged; however, travel by car will sometimes be the only practical mode of transport available for some people in the community.

Position Statement

The following reflects the Council's position in respect to applying the above principles:

- 4.1 The Council recognises its responsibility as the manager of local roads throughout the district, for providing appropriate community infrastructure. The Council also recognises the State Government's position on not allowing drop-off/pick-up and short term parking facilities on school land.
- 4.2 The Council (i.e. the community) cannot, however, afford to provide extensive facilities on the public road network and in some cases, doing so would not be practically feasible.
- 4.3 In the case of an apparent demand for increased facilities, the Council will not consider constructing new infrastructure, unless and until, the following have been satisfied:
 - That the school has consulted with the broader school community about the matter, with a view to identifying the cause of the increased parking demand and encouraging the school community to 'self-manage' the problem (e.g. by changing behaviour, arriving earlier/later, stopping for shorter periods, etc)
 - That the school has adopted and implemented a formal approach to encouraging sustainable travel modes to/from school (which may include, for example, participation in the Way2Go Program)
 - That the school has accommodated parking for its staff on school land
 - That non-infrastructure methods of managing the demand or addressing the cause of demand, have been considered first and all reasonable efforts by the school and/or The Department for Education have been made to implement suitable solutions
- 4.4 Where alternative solutions to address the cause and manage demand cannot be found or have proven unsuccessful, the Council will consider what can be done to address the issue. Measures may include options which make other modes of travel (e.g. walking and riding) more attractive.
- 4.5 The Council will need to address each case on its merits and consider infrastructure improvements against competing district wide priorities. Decisions about providing additional facilities will include consideration of public safety and environmental outcomes as well as cost.
- 4.6 Where a potential action falls under the responsibility of another body or State Government Department the Council will work with the school community to advocate for that party to act.

5. DELEGATION

The Chief Executive Officer has the delegation to approve, amend and review any procedures that shall be consistent with this Policy.

6. AVAILABILITY OF THE POLICY

This Policy will be available for inspection at the Council's Offices during ordinary business hours and via the Council's website www.ahc.sa.gov.au. Copies will also be provided to the public upon request, and upon payment of a fee in accordance with the Council's Schedule of Fees and Charges.

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.14

Responsible Officer: David Collins
Manager Strategic Assets
Infrastructure & Operations

Subject: Policy Review – Unsealed Roads

For: Decision

SUMMARY

The purpose of this report is to allow Council to consider a review of the *Unsealed Roads Policy* as foreshadowed in the Policy Review Schedule.

The *Unsealed Roads Policy* sets criteria that unsealed roads can be assessed against for possible sealing. This assists in prioritising capital spend, sets service standards and provides an objective basis for staff to respond to customer requests.

A road that rates highly against the criteria for sealing is still subject to budget allocation and prioritisation against other infrastructure capital projects.

The policy is recommended to be adopted with minor amendments.

RECOMMENDATION

Council resolves:

1. That the report be received and noted.
 2. With an effective date of 8 September 2020, to revoke the 25 July 2017 *Unsealed Roads Policy* and to adopt the revised *Unsealed Roads Policy* in Appendix 1.
 3. That the Chief Executive Officer be authorised to make any formatting, nomenclature or other minor changes to the *Unsealed Roads Policy* as per Appendix 1 prior to the effective date.
-

1. GOVERNANCE

➤ 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 business and visitors

Priority B1.5 Provide accessibility for the full range of users by ensuring Council’s road, footpath and trails network is adequately maintained and service levels for all users are developed and considered

Provides Council with a policy position and process on delivery of upgrading the unsealed road network in alignment with the asset management plans and future capital works across the district.

➤ Legal Implications

Council has a legal responsibility to ensure the network of roads that it manages are appropriately designed, constructed and maintained. A policy that outlines the criteria for which changes in the running surface, from compacted gravel to a bituminous seal, are made will assist to ensure that the available funds are best utilised.

Local Government Act 1999, Chapter 11, Part 2 Roads
By-Law No. 4 Roads

➤ Risk Management Implications

The adoption of an Unsealed Road Policy will assist in mitigating the risks of:

Unsafe road surfaces; leading to high maintenance costs and low customer service levels.

Inherent Risk	Residual Risk	Target Risk
Med (3D)	Low (1E)	Low (1E)

➤ Financial and Resource Implications

The Policy in itself does not have any financial implications as it purely sets the criteria for the consideration and prioritisation of future sealing of roads. The selection and scheduling of roads to be sealed will be subject of the normal financial planning process of Council including the limitations of the *Long Term Financial Plan*, the Annual Business Planning process and inclusion in the *Asset Management Plan*.

Generally on low traffic volume roads, the whole of life costs associated with maintaining an unsealed road are less than maintaining a sealed network.

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

Occasionally Council staff receive requests for roads to be sealed. The reasons for the requests vary, but often relate to the desire to have an improved ride quality or a desire to remove the impact of dust on adjoining properties.

The Policy can assist the community to understand the prioritisation processes of Council and help set realistic expectations.

➤ **Sustainability Implications**

The use of bituminous sealing products has a negative environmental impact as the disposal of the contaminated gravel needs to be addressed once the seal reaches the end of its useful life. Unsealed roads can have an adverse effect on the environment due to dust on vegetation and finer particles finding their way into water courses during high rainfall events.

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

Consultation on the development of this report was as follows:

Council Committees: Not Applicable

Council Workshops: Not Applicable

Advisory Groups: Not Applicable

Administration: Manager Civil Services
Coordinator Civil Operations
Senior Infrastructure Planning Engineer
Technical Officer

External Agencies: Not Applicable

Community: Not Applicable

2. BACKGROUND

Council continues to have residents requesting the sealing of our unsealed network, this policy formalises the process to allow staff to assess the request in equitable approach. Previous Policy Adopted 25th July 2017 per attached:

12.3. Policy Review – Unsealed Roads

Cr Ron Nelson declared a Perceived Conflict of Interest at Agenda Item 4 'Declaration of Interest by Members of the Committee' in relation to Item 12.3. Cr Nelson remained in the chamber and voted.

Cr Val Hall declared a Perceived Conflict of Interest at Agenda Item 4 'Declaration of Interest by Members of the Committee' in relation to Item 12.3. Cr Hall remained in the chamber and voted.

**Moved Mayor Bill Spragg
S/- Cr Linda Green**

SP32/17

The Strategic Planning and Development Policy Committee resolves:

- 1. That the report be received and noted.**
- 2. With an effective date of 25 July 2017, to revoke the 26 July 2016 Unsealed Roads Policy and to adopt the revised Unsealed Roads Policy in Appendix 1.**

Carried Unanimously

Crs Nelson and Hall voted "for" the motion. The majority of persons who were entitled to vote at the meeting voted in favour of the motion.

3. ANALYSIS

The Policy is presented for consideration essentially unchanged. It is necessary however to formally revoke and replace the existing Policy to accommodate changes in format and structure. The Policy has been functioning well, and as it was intended.

4. OPTIONS

Council has the following options:

- I. To adopt the attached policy, with or without amendment (Recommended)
- II. To determine not to adopt the attached Policy at this time (Not Recommended)

Should the Council identify the need for substantial amendments to the revised Policy, it is recommended that they be referred to staff for review to allow for analysis of the implications of the amendments, prior to the matter being brought back to Council for consideration.


5. APPENDIX

- (1) Council Policy – Unsealed Roads

Appendix 1

Council Policy – Unsealed Roads

COUNCIL POLICY

 <p>Adelaide Hills COUNCIL</p>	UNSEALED ROADS
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Policy Number:	INF-09
Responsible Department(s):	Strategic Assets
Relevant Delegations:	None
Other Relevant Policies:	None
Relevant Procedure(s):	As adopted by the Chief Executive Officer
Relevant Legislation:	<i>Local Government Act, 1999</i> <i>Road Traffic Act, 1961</i>
Policies and Procedures Superseded by this policy on its Adoption:	Unsealed Roads Policy Item 12.1, 25, 12 July 2016
Adoption Authority:	Strategic Planning and Development Policy Committee (under delegation from the Council)
Date of Adoption:	8 September 2020
Effective From:	8 September 2020
Minute Reference for Adoption:	SP32/17
Next Review:	No later than September 2023 or as required by legislation or changed circumstances.

UNSEALED ROADS POLICY

1. INTRODUCTION

This policy provides Council and its administration with principles and guidelines for reconstruction of unsealed roads to a bituminous surface sealed road. The policy will assist Council to address the issues of both requests for Council to fund the works in their entirety, or for adjoining landowners to contribute or fund the reconstruction themselves.

This policy also provides Council and staff with criteria for assessing and prioritising requests to reconstruct unsealed roads to bituminous sealed roads, and the processes to fund the works.

2. OBJECTIVES

The objectives of this policy are:

- To clearly define Council's position in respect to reconstructing unsealed roads to sealed roads.
- To provide a clear and transparent assessment criteria in prioritising requests for sealing unsealed roads from the community.
- To provide direction on the mechanisms for private landowners to fund the sealing works.

3. DEFINITIONS

"Unsealed Road" refers to roads that have been constructed with a high clay or limestone content rubble material to provide an all-weather surface

"Sealed Road" refers to roads that have been constructed with a low clay content engineered rubble pavement base and coated with a bituminous seal that creates an impermeable surface layer

"Vehicles Per Day" is defined as the number of vehicles that use a road daily

"Commercial Vehicles" refers to vehicles 8.8m long or greater with higher axle loads than cars

"Spray Seal" refers to a thin bituminous binder applied to the road pavement with 10mm stone applied

"Hotmix" is asphalt, typically 30 to 50mm thick, comprising a mix of sand, aggregate, and bitumen binder to create a smooth wearing surface.

4. POLICY STATEMENT

Council has committed to funding the renewal of its existing assets, and does not currently have an annual budget or program for the upgrade of unsealed roads to a sealed road.

Requests for upgrade unsealed roads are assessed by the “**Criteria for Prioritising and Costing Sealing Requests**” process outlined below to establish if they meet the criteria for potential upgrade. If an eligible road meets the below criteria it is then processed for consideration through the Annual Business Planning process and includes the following information items:

The consideration for reconstruction information will contain as a minimum:

- Road name and suburb
- Length and width requested to seal
- The priority score (0-10) of the request against the scoring criteria
- The capital funds required to construct a pavement and seal
- The long term implications on depreciation annually
- The whole of life cost impact of sealing

Requests to upgrade unsealed roads to a sealed road that will be funded by private landowners in its entirety can be considered by Council at any time throughout the year and the following information shall be provided in its deliberations as a minimum:

- Road name and suburb
- Length and width of proposed seal
- The funds required by Council to design, procure, and project manage the sealing works
- The long term implications on depreciation annually
- The whole of life cost impact of sealing
- The cost of resealing the road at the end of its economic life and who will be responsible for the resealing.

In South Australia unsealed roads have a default state speed limit. On rural sealed roads in non-built up areas sealed roads will have a default speed limit of either 80kmh or 100kmh depending on the location and design specification.

When considering the cost of constructing new sealed road assets in rural environments the sealed width, verge, drainage, and horizontal and vertical geometric design of the new asset will be based on the Austroads Guidelines for Rural Roads based on an 80kmh speed limit minimum.

When considering the cost of constructing new sealed road assets in built-up urban environments the sealed width, verge, drainage, and horizontal and vertical geometric design of the new asset will be based on the Austroads Guidelines for Rural Roads based on a 50kmh speed limit.

Speed limits in South Australia are set by the Department for Infrastructure and Transport (DIT), and modifications to the default speed limit that would be applied to an reconstructed road when sealed will be referred to DPTI.

Criteria for Prioritising and Costing Sealing Requests

When a request for reconstructing an unsealed road to a sealed road is made, if traffic count data for that road is more than three (3) years old, then Council staff will undertake new traffic count monitoring for a minimum period of ten (10) days to establish a current vehicles per day estimate.

Council staff will prioritise the road for its suitability for being reconstructed to a sealed road based on the following criteria:

Traffic Factors	Vehicles per Day using the road
	Commercial vehicles per day
	If sealing the road will increase the speed on the road and any likely increases in traffic volumes
	Whether sealing the road will create local traffic problems requiring Traffic control Devices and safety improvements (Warning signs, Guardrails, roadside delineation etc.)
Environmental Factors	The rainfall zone of the road (related to life/safety/runoff)
	Gradient of the road (steep roads hard to maintain unsealed) and Existing geometry of the road carriageway
	Vegetation / Tree Removal required if road realignment or widening also required to meet current standards
Social Factors	Urban Area (if the unsealed road is consistent with the area)
	Dwellings or Agri-business (proximity of road to houses/vineyards /crops/ orchards or other enterprises being adversely affected by dust)

Scoring System:

Categories	Weighting	Scoring					
		0	1	2	3	4	5
Average vehicles per day	20	<25	25-50	50-75	75-100	100-125	>125
Commercial vehicles per day	5	1	2 - 3	4 - 7	6 - 8	9 - 12	>12
Expected increase in 85% speed? *	10	No change	0-10 kmh	10-20 kmh	20-30 kmh	30-40 kmh	Over 40 kmh
Positive impact on the local traffic network? **	10	None	Minor	Some	Reasonable	Significant	Major impact
Rainfall ^	5	None	Low		Medium		High
Gradient/Geometry^^	10	Flat			Medium		>10%
Vegetation/Tree Removal	10	Significant removal		High	Medium	Minimal	None
Urban Area "	15	Rural / low density township areas eg Birdwood/Mt Torrens			Higher density areas eg Stirling/Crafers/Aldgate		
Dwellings or Agri-business ""	15	None	Some		Medium		Major

- * Increase in speed is based on existing unsealed traffic counts 85% speed and the expected 85% speed if default speed limit will apply if sealed
- ** Positive impact on local traffic network relates to the expected impact on rat-running and increase in traffic if the road was sealed, and resulting impacts on junctions/adjoining roads
- ^ Rainfall factor assumes that in higher rainfall areas the roads propensity to degrade is more rapid and the road is more unstable
- ^^ Gradient works on the basis that steeper unsealed roads have a much higher risk of ravelling and corrugations and are harder to maintain in steep environments
- " Urban area is where the road occurs in a location that is predominantly/all sealed roads adjoining - that creates increased maintenance costs to grade/maintain in small isolated locations
- "" Dwellings or agri-business factors in the problems created for the community and business (for example wineries) amenity and damage caused by dust

The unsealed road will be given a priority score on a 0-10 scale (10 being the highest) for its suitability and benefits for being sealed. The resultant score does not mean that it will be sealed, but aids in determining if it is likely to warrant further consideration and subsequent costing. As a guide, movements per day must exceed 100 vehicles and the assessment score must be 70% or greater before a road will be considered for sealing.

Unsealed roads are often created with a high clay rubble material that is unsuitable as a sealed road base due the expansion and contraction of the clay damaging the sealed road surface and structure. The cost estimate for sealing an unsealed road is based on:

- Creating stable subgrade using the existing materials on site - it is generally not possible to simply seal over the existing road surface due to its pavement base and subgrade material, design specifications. The specifications may require an imported crushed rock road base before sealing can be undertaken to ensure a long lived asset.
- Location and other works such as tree removals and drainage

The initial capital construction cost and whole of life cost will then be calculated considering the asset life over 100 years including resealing and re-sheeting in line with current asset policy, useful life estimates along with annual maintenance and grading costs in line with observed spending trends.

The priority score of 0-10, initial capital upgrade cost, and the whole of life cost estimate will be presented to Council for consideration as part of the "New/Upgrade Capital Works Budget List" for funding, as part of the Annual Business Planning process.

Sealing of Roads Funded by Private Landowners

On occasions the community will request that an unsealed road be upgraded to a sealed road through privately funding the works. In this instance the costs to construct the road will be calculated and the required contribution per residence will be assessed.

As part of any approval by Council for the privately funded upgrade of an unsealed road to sealed the Council will consider the whole of life costs and whether there are any associated traffic issues created by sealing the road in the associated report to Council for a decision.

5. DELEGATION

The CEO has the delegation to:

- Approve, amend and review any procedures that shall be consistent with this Policy.
- Make any formatting, nomenclature or other minor changes to the Policy during the period of its currency.

6. AVAILABILITY OF THE POLICY

This Policy will be available for inspection at the Council's Offices during ordinary business hours and via the Council's website www.ahc.sa.gov.au. Copies will also be provided to the public upon request, and upon payment of a fee in accordance with the Council's Schedule of Fees and Charges.

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 12.15

Responsible Officer: Lachlan Miller
Executive Manager Governance and Performance
Office of the Chief Executive

Subject: Council Resolutions Update

For: Decision

SUMMARY

The Action List is updated each month by the responsible officer and outlines actions taken on resolutions passed at Council meetings. In some cases actions can take months or years to be completed due to the complexity and/or the level of influence Council has in the matter.

In March 2015, Council resolved that outstanding resolutions passed before 31 March 2013 would be the subject of a report outlining the reasons why the resolutions have not been completed, detailing what actions have been taken and an estimated date of completion.

While the above resolution referred to a date, the duration was two (2) years and the intent of the Council's resolution has been carried forward as a prudent accountability mechanism.

RECOMMENDATION

Council resolves:

- 1. That the report be received and noted**
- 2. The following completed items be removed from the Action List:**

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI
22/10/2019	Ordinary Council	244/19	MON (Cr Parkin) Publishing Recordings of Council Meetings	None declared
22/10/2019	Ordinary Council	250/19	Road Reserve adj Piccadilly Road Piccadilly	None declared
28/01/2020	Ordinary Council	7/20	Citizen of the Year Location	None declared
25/02/2020	Ordinary Council	30/20	West Street Mylor	none declared
24/03/2020	Ordinary Council	53/20	MON Credit Card Usage	None declared
24/03/2020	Ordinary Council	55/20	Arts & Heritage Collection	None declared
23/06/2020	Ordinary Council	102/20	MON Provision of information and assistance regarding Rostrevor/Woodforde Boundary Change Proposal	None declared
23/06/2020	Ordinary Council	108/20	Resumption of Physical Council Meetings, Workshops & Community Forums	None declared
23/06/2020	Ordinary Council	109/20	Policy of Notification - Accredited Professionals	None declared
30/06/2020	Special Council	128/20	Adelaide Hills Tourism 3 year Funding Agreement 2020	None declared
30/06/2020	Special Council	129/20	Stirling Business Association 3 Year Funding Agreement 2020	None declared
30/06/2020	Special Council	131/20	Sealed Roads Renewal Contract	None declared
28/07/2020	Ordinary Council	138/20	Development Application fee Waiver Oakbank Golf Club	None declared
28/07/2020	Ordinary Council	139/20	Arts & Heritage Collection Policy	None declared
28/07/2020	Ordinary Council	141/20	Local Government Reform Bill Advocacy Position	None declared
28/07/2020	Ordinary Council	142/20	Community & Recreation Facility Framework Internal Working Group Nomination of Members	None declared

28/07/2020	Ordinary Council	143/20	Community & Recreation Facility Framework Internal Working Group Appointment of Members	None declared
28/07/2020	Ordinary Council	145/20	Nomination to Local Government Grants Commission	Material - Cr Mark Osterstock
28/07/2020	Ordinary Council	148/20	CEO Performance Target Finalisation & Proposed 2020-2021 Performance Targets	None declared
28/07/2020	Ordinary Council	149/20	Strategic Internal Audit Plan Revision	None declared
28/07/2020	Ordinary Council	156/20	Appointment of Independent Member to Council Assessment panel - Confidential Item	None declared
28/07/2020	Ordinary Council	140/20	Federal Black Spot Program Funding Deed Kersbrook, Mylor, Ironbank & Forreston	None declared

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal Organisational Sustainability
 Strategy Governance

The timely completion of Council resolutions assists in meeting legislative and good governance responsibilities and obligations.

➤ Legal Implications

Not applicable

➤ Risk Management Implications

Regular reporting on outstanding action items will assist in mitigating the risk of:

Actions arising from Council resolutions may not be completed in a timely manner

Inherent Risk	Residual Risk	Target Risk
High (4C)	Medium (4E)	Medium (4E)

➤ Financial and Resource Implications

Not applicable

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

Not applicable

➤ **Sustainability Implications**

Not applicable

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

Not applicable

2. BACKGROUND

At its meeting of 24 March 2015 Council resolved:

That the CEO provides a report to the 28 April 2015 Council meeting in relation to outstanding resolutions passed before 31 March 2013 outlining the reasons why the resolutions have not been completed, detailing what actions have been taken and an estimated date of completion.

The contents of this report formed a workshop discussion with Council Members on 3 May 2017.

While the above resolution referred to a date, the duration was two (2) years and the intent of the Council's resolution has been carried forward as a prudent accountability mechanism.

3. ANALYSIS

The Action list has been updated to provide Council with information regarding outstanding actions. Completed resolutions are identified in the recommendation for removal from the Action List.

4. OPTIONS

Council has the following options:

- I. Note the status of the outstanding items and the proposed actions
- II. Resolve that other actions are required.

5. APPENDIX

- (1) Action List

Appendix 1

Action List

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
22/03/2016	Ordinary Council	69/16	Land Acquisition Colonial Drive Norton Summit	None declared	Negotiate with the Anglican Church and CFS regarding the proposed boundary realignment and the preparation of preliminary plans.	Terry Crackett	In Progress	Final plans and valuation are being considered by the Anglican Church State Diocese and upon confirmation from them a report will be presented to Council for consideration. Council staff met with the State Diocese to discuss the matter and work through some of their queries. It is now in the hands of the State Diocese to present a formal position to Council for consideration. The Norton Summit Church has advised that they are actively working with the State Diocese to progress the matter. 12/5- no further update from the Norton Summit Church 13/7 - no further update from the Norton Summit Church 13/8 - no further update from the Norton Summit Church
26/04/2016	Ordinary Council	83/16	Croft & Harris Road Precinct, Lenswood	None declared	2. That the Office for Recreation and Sport and Department of Planning, Transport and Infrastructure be approached to discuss any potential funding opportunities to undertake bituminising works up to where the bicycle access occurs. 3. That a further report be presented on potential road treatments for Croft Road Lenswood and the surrounding road network once additional data has been collected on peak traffic numbers generated through a major event and staff continue negotiations with ForestrySA regarding infrastructure improvements for Cudlee Creek Forest Reserve.	Peter Bice	In Progress	Following damage sustained in the recent fires, renewed conversations with Forestry SA and Bike SA are now underway to explore options. Sealing of Roads and Parking have been proposed as Priority Projects for funding with State and Federal Government. Director Infrastructure & Operations is now representing AHC on a Project Steering Group to assist in development of the ForestrySA Cudlee Creek Forest Trails Fire Recovery Strategy. First meeting occurred in May which incorporated visioning exercise and SWOT Analysis with a broad range of stakeholders.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
24/05/2016	Ordinary Council	105/16	Land at Houghton Request to Purchase	None declared	<p>The acquisition of the land described as CT 5363/842 and CT 5363/452 consisting of two parcels of land, one 819m2 the other 36m2 respectively, and currently owned by R J Day and B E Day for nil consideration. Council to pay all transfer fees, charges and GST that may be applied.</p> <p>To undertake a Section 210 process for the conversion of private road to public road for the land described as CT 5343/355 of 27m2 currently owned by Marinus Maughan and Alick Stephen Robinson.</p> <p>To negotiate and accept a transfer of the land described as CT 5343/354 of 476m2 from the City of Tea Tree Gully for nil consideration.</p> <p>To negotiate and accept a transfer or vesting of the land described as CT 5421/887 from the Department of Planning, Transport & Infrastructure for nil consideration.</p>	Terry Crackett	In Progress	<p>The acquisition from RJ & BE Day has been completed and registered at the Lands Titles Office. Title for the land held by City of Tea Tree Gully has been reissued in the name of Adelaide Hills Council. The Section 210 process has been completed.</p> <p>The request to DPTI for the transfer of land has been made and DPTI have confirmed their agreement to transfer the land at no consideration subject to Council agreeing to declare the land as public road. Report to Council on 28 April 2020 to declare as Public Road.</p> <p>10/8/2020 Awaiting transfer of land from DPTI.</p>
24/01/2017	Ordinary Council	7/17	Cromer Cemetery Revocation of Community Land	None declared	<p>a report be prepared and submitted to the Minister for Local Government seeking approval for the revocation of the community land classification of a portion of the land contained in Certificate of Title Volume 5880 Folio 219 identified in red on the plan attached as Appendix 1.</p>	Terry Crackett	In Progress	<p>DEWNR have requested that the revocation be put on hold whilst they investigate the requirements to alter the trust affecting the land and undertake an assessment of the native vegetation on the land, this is likely to take some months.</p> <p>DEW advised on 4/12/18 that there are some impediments to the progression of the proposed boundary realignment due to the mining operations on the adjacent land, which are being negotiated with the Dept for Mining. Advice is that these negotiations could take considerable time (2yrs). In the interim, consideration will be given to the granting of a right of way to ensure that the cemetery has legal access.</p> <p>DEW staff member dealing with this matter has left DEW so there may be an extended delay whilst it is reallocated and assessed.</p> <p>13/2 - DEW staff not in a position to progress further at this time until negotiations with Dept for Mining are complete</p> <p>13/8 - DEW awaiting finalisation of negotiations with Dept for Mining</p>

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
27/02/2018	Ordinary Council	31/18	Arts & Heritage Hub	None declared	That the report be received and noted. That the Business Development Framework for the establishment of an Arts and Heritage Hub in the Old Woollen Mill at Lobethal, contained in Appendix 1, be noted. That the Administration proceeds with the establishment of an Arts and Heritage Hub using the Business Development Framework as a guide. That the development of a Hub Evaluation Framework, as envisaged in the Business Development Framework, occur as early as possible and include key performance and results targets, and mechanisms for review of the implementation by Council to ensure alignment with budget allocations and strategic objectives. That \$50,000 be allocated to the 2017-18 Operating Budget from the Chief Executive Officer's contingency provision to enable the initial actions to be taken. The CEO provides a progress report on the implementation of the Business Development Framework within 6 months from the date of appointment of the Director.	David Waters	In Progress	Items 1, 2, 3, and 5 are complete. A draft Evaluation Framework (item 4) has been completed and has been used in setting and reporting on performance targets for 2019-20 and 2020-21. Pertinent elements have been included in the Council's suite of Corporate Performance Indicators.
27/02/2018	Ordinary Council	57/18	Confidential Item - AH Swimming Centre Shade Sail	None declared	As per confidential minute	Terry Crackett	In Progress	Matter being progressed per resolution
27/02/2018	Ordinary Council	58/18	AH Swimming Centre Shade Sail - Period of Confidentiality	None declared	that an order be made under the provisions of sections 91(7) and (9) of the <i>Local Government Act 1999</i> that the report and the minutes of Council and the discussion and considerations of the subject matter be retained in confidence until the matter is determined but not longer than 12 months. Pursuant to section 91(9)(c) of the <i>Local Government Act 1999</i> , Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer.	Terry Crackett	In Progress	Progressing per confidential minutes

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/08/2018	Ordinary Council	200/18	Proposal to enter 11 AHC Reserves into Heritage Agreements 2018	None declared	<p>1. That the report be received and noted.</p> <p>2. That the Biodiversity Officer be authorised to enter: Doris Coulls Reserve, 152 Old Mt Barker Road, Aldgate Heathfield Waste Facility, 32 Scott Creed Road, Heathfield Kiley Reserve, 15 Kiley Road, Aldgate Shanks Reserve, 1 Shanks Road, Aldgate Stock Reserve, Stock Road, Mylor Leslie Creek Reserve, Leslie Creek Road, Mylor Mi Mi Reserve, 125 Aldgate Valley Road, Mylor Aldgate Valley 2 Reserve, 114 Aldgate Valley Road, Mylor Kyle Road Nature Reserve, Kyle Road, Mylor Carey Gully Water Reserve, Deviation Road, Carey Gully Heathfield Stone Reserve, 215 Longwood Road, Heathfield Mylor Parklands, Mylor all being of significant biodiversity value, into Heritage Agreements.</p> <p>3. That the Heritage Agreements retain the existing dog access arrangements in place for each of those reserves.</p>	Peter Bice	In Progress	Heritage Agreement applications lodged for and still in progress: <ul style="list-style-type: none"> • Doris Coulls Reserve • Heathfield Waste Facility • Kiley Reserve • Shanks Reserve • Kyle Road Nature Reserve, • Leslie Creek Reserve • Aldgate Valley 2 Reserve • Mylor Parklands

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/08/2018	Ordinary Council	203/18	Community Wastewater Management Systems Review Update and Consultation Outcomes	Cr Andrew Stratford (Material), Cr Linda Green (Material), Cr Malcolm Herrmann (Material)	The report be received and notedThe CEO undertakes a request for tender process for the divestment of Council's CWMS assets to inform Council's decision to sell or retain these assets.The resolution to undertake a request for tender process is subject to there being no matters of material impact identified through further due diligence and request for tender preparation activities, as determined by the CEO.Subject to Council resolving to proceed to a request for tender for the divestment of Council's CWMS assets, the CEO be delegated to prepare and approve an evaluation plan for the purposes of assessing responses received including but not limited to the following criteria: CWMS customer pricing and feesSale price for CWMS assetsRespondents financial capacityRespondents operational capacity and capabilityNetwork investment and expansion That ongoing analysis be undertaken on continued Council ownership of CWMS assets for request for tender comparison purposes to inform future decision making.The Prudential Review Report and the Probity Report be	Peter Bice	In Progress	<p>The Expression of Interest is expected to be in the market in the coming weeks. Following this process a report is anticipated to be brought to Council in October/ November 2020 regarding next step options.</p> <p>The Expression of Interest process has been delayed in consideration of Covid-19 impacts. In collaboration with project partners currently progressing with preparation of request for expression of interest tender process and documentation. Council staff continue to work with project partners towards request for tender release forecast to be in July 2020.</p> <p>Commercial advisory services have been engaged to ensure the approach to market is undertaken in such a manner to maximise return.</p>

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
11/09/2018	Special Council	229/18	Road Exchange McBeath Drive, Skye Horsnell Gully	None declared	In accordance with sections 12 and 15 of the Roads (Opening and Closing) Act 1991, as regards the land within the Adelaide Hills Council area, enter into an Agreement for Exchange with Boral Resources (SA) Ltd and issue a Road Process Order to open as road portions of Section 906 Hundred of Adelaide numbered "1", "2" and "3" on Preliminary Plan No. 17/0066 (Appendix 1) and in exchange to close portions of McBeath Drive marked "A", "B", "C" and "D" on Preliminary Plan No. 17/0066, subject to the following: Boral Resources (SA) Ltd agreeing to pay all costs associated with the road exchange process including but not limited to all survey, valuation and reasonable legal costs; Boral Resources (SA) Ltd agreeing to pay all costs associated with a Council boundary adjustment between Adelaide Hills Council and the City of Burnside to rectify the resulting Council boundary anomaly from the road exchange process The closed road is excluded as Community Land pursuant to the <i>Local Government Act 1999</i> .	Terry Crackett	In Progress	Road exchange documentation has been executed and provided to Boral for lodgement with the Surveyor-General. Submission has been prepared and lodged with the Boundaries Commission jointly on behalf of the City of Burnside and Adelaide Hills Council. The Boundaries Commission has agreed to investigate the proposal and that process is underway. Further feedback has been provided to the Boundaries Commission to progress. Boral are negotiating a Land Management Agreement with the State Government which has delayed the completion of the land division and road exchange 13/2 - Boral negotiating works deed with another authority and not yet finalised, land division and boundary realignment can not progress until that is completed 12/5 - final agreements being put in place by Boral, land division can then be finalised and boundary change undertaken 13/8 - awaiting advice that land division has been completed so that the boundary realignment can occur

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
11/09/2018	Special Council	232/18	Revocation of Community Land – Bridgewater Retirement Village	None declared	To commence a process to revoke the Community Land classification of the land located on the corner of Mt Barker Road and Second Avenue Bridgewater known as 511 Mt Barker Road Bridgewater contained in Certificate of Title Volume 5488 Folio 788 (Land) on which a portion of the Bridgewater Retirement Village is located by: Preparing a report as required under section 194(2)(a) of the Local Government Act 1999 and making it publicly available. Undertaking consultation in accordance with its Public Consultation Policy as required under section 194(2)(b) of the Local Government Act 1999. To commence a process to vary the charitable trust affecting the Land by investigating land parcels owned by the Adelaide Hills Council, including Carripook Park, Candlebark Reserve and Vincent Playground Reserve, that may be suitable for the development of a landscaped garden for the benefit of the community and for the construction of a memorial to the Ash Wednesday Bushfires of 1983 as contemplated by the charitable trust over the Land and invite community suggestions	Terry Crackett	In Progress	Initial consultation to identify possible locations for the establishment of a garden and memorial concluded on 28 January 2019 with only one submission received being a suggestion from the Retirement Village residents to investigate Carripook Park as their preferred option. Council, at the meeting of 27 August 2019, approved Carripook Park as the location to vary the trust to. Community consultation is open and runs until 20th December 2020. A report is being presented to Council at the January meeting 9/3 - road closure complete and drafting of trust variation scheme progressing 13/7 - trust variation scheme has been lodged with the Attorney General for comment 13/8 - awaiting feedback from the Attorney General
11/09/2018	Special Council	238/18	Ashton Landfill – Confidential Item	None declared	Until 10 September 2019. Pursuant to section 91(9)(c) of the <i>Local Government Act 1999</i> , Council delegates the power to revoke the confidentiality order either partially or in full to the Chief Executive Officer. Refer to confidential minute	Peter Bice	In Progress	Matter continues to be progressed. Further update will be provided when a material change occurs.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
26/03/2019	Ordinary Council	70/19	Aboriginal Place Naming	Nil	That advice on the potential for Aboriginal place naming be sought from the Reconciliation Working Group, including a proposed approach for progressive implementation	David Waters	In Progress	This matter will be worked through with the Reconciliation Working Group and is on the agenda for its August meeting. It is likely to take some time to work through this matter but it is intended that a progress report be provided to Council in late 2020.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
26/03/2019	Ordinary Council	77/19	Randell's Cottages, Beavis Court, Gumeracha	None declared	That, acknowledging that a land division in Watershed (Primary Production) is non-complying, an initial approach be made to the State Commission Assessment Panel to determine the possibility of a land division to create a separate allotment for the potentially local heritage listed building located at 1 Beavis Court, Gumeracha known as Randell's Cottages being supported. That subject to the response from the State Commission Assessment Panel, a Development Application be lodged for a non-complying land division. That, if a land division is not supported, an expression of interest (EOI) process be undertaken in respect of the local heritage listed building located at 1 Beavis Court, Gumeracha known as Randell's Cottages to determine any interest in restoring the building for tourism or other purpose (other than long term residential) under a long term lease arrangement. That the CEO be delegated to prepare the necessary documentation to undertake the EOI. That a report be presented to Council following the EOI detailing the results of the EOI process.	Terry Crackett	In Progress	The land sits within the Environmental Food Protection Area and proposed use is not supported. An application will be made to DPTI for a review once the Minister announces the review, likely to be in mid 2020. Subject to a removal of the land from the EFPA, a development application will then be lodged for the division of the cottages (noting that it will be a non-complying development) 13/8 - no further update
26/03/2019	Ordinary Council	78/19	Scott Creek Cemetery Reserve Fund	None declared	That the reserve funds held in relation to the Scott Creek Cemetery be expended to achieve the following outcomes: Marking of unmarked graves with a small and simple identification piece detailing the name and date of death of the deceased; Installation of a single plaque with the names of the deceased who are buried in unmarked graves where the exact location of the graves is unknown; Renewal of existing gravel driveways; and Creation/extension of driveways to facilitate expansion of the cemetery	Terry Crackett	In Progress	Investigations as to options for marking of graves has commenced and once collated will be finalised for installation. Council staff have met with the Scott Creek Progress Association Committee to progress. Construction of concrete plinths is progressing and plaques will be finalised for installation. A fenced area is proposed for the unmarked grave area. Works for driveway upgrade will be scheduled this financial year.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
7/05/2019	Special Council	94/19	Stonehenge Reserve Masterplan Update and Findings from Consultation	None declared	That the report be received and noted.To not proceed with any of the masterplanning options at Stonehenge Reserve at this point in time.To proceed with resurfacing works at both the Stonehenge Reserve and Heathfield sites.To delegate to the CEO to seek variations and finalise arrangements to the grant funding agreements with the Office for Recreation, Sport & Racing, and Tennis SA that allow new court construction at alternative sites. The CEO to report back to Council on those finalised arrangements.To notify those who have registered through the Stonehenge Reserve Project's engagement site of the outcome of the consultation and this report.	Peter Bice	In Progress	Administration have begun discussions with the Office for Recreation, Sport & Racing and Tennis SA regarding a variation to the grant funding agreement that allows new court construction at an alternative site.
7/05/2019	Special Council	104/19	Unsolicited Approach to Purchase Community Land – Period of Confidentiality	None declared	that the report, related attachments and the minutes of Council and the discussion and considerations of the subject matter be retained in confidence until the matter is further presented to Council for a decision, but not longer than 12 months.	Terry Crackett	In Progress	

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
25/06/2019	Ordinary Council	158/19	Boundary Reform - Approval to Explore	None declared	That the report be received and noted.To note that correspondence will be sent to the residents of Woodforde and Rostrevor (in the Council area) inviting them to a community meeting to discuss the boundary reform process and the status of the Campbelltown City Council proposal.That in relation to strategic boundary reform:Approve the engagement of a consultant to undertake a high level review of Council's boundaries to identify boundary reform options.Once the review has been undertaken and boundary reform options identified, that a workshop be held with the Elected Body (confidential if necessary) whereby the outcomes of the subject review can be presented prior to a formal report to council for consideration.	Andrew Aitken	In Progress	Rec 2: Updated correspondence was sent to Woodforde and Rostrevor residents regarding the community meeting - COMPLETED Rec 3(1): C.L. Rowe & Associates engaged to conduct the Strategic Boundary Review - COMPLETED Rec 3(2): Workshop conducted on 17 March 2020, Inform Engagement with neighbouring council Mayors and CEOs (delayed due to COVID-19) now completed. Report shcheduled for September 2020 meeting.
25/06/2019	Ordinary Council	173/19	Library Services Review	None declared	That the report be received and noted.That the Administration proceed with the replacement of the mobile library as per the provision in the 2018-19 Capital Works Budget and the Long Term Financial Plan as budgeted for in the 2018/19 Annual Business Plan, with the Council noting that the budget will need to be carried forward into 2019-20.That a Library Services Strategy be developed during 2019-20.That Council consults with the community on any changes to operating hours and services.	David Waters	In Progress	Tenders for Mobile Library received. The procurement process was suspended pending a review of the effectiveness of alternative service delivery models resulting from the Covid-19 pandemic restrictions. The procurement process has now recommenced.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
23/07/2019	Ordinary Council	188/19	LED Street Lighting Upgrade	None declared	That the report be received and noted. To approve an increase of \$365k in Council's 2019/20 capital budget to commence the transition of 900 P – category public streetlights to LED with the funding source to be recommended to Council at its next budget review. That Council engage SAPN to commence the changeover of P-Category lights to LED public lighting on Council roads and that authority is given to the CEO to finalise a contract with SAPN and sign that agreement. That Council enter into a PLC tariff agreement for public lighting with SAPN until 30 June 2020 and subsequently move to the tariff set by the Australian Energy Regulator from July 2020. That Council continues to liaise with SAPN and DPTI on the changeover of Council public lighting on roads under the care and control of the State Government. That a further report be provided to Council on the outcome of the continued discussions with SAPN and DPTI.	Peter Bice	In Progress	<p>A new customer portal has been developed by SAPN and this will assist in light ownership and validation of V Category lighting owned by Council.</p> <p>DPTI request for all new lights to be V3 or V4 standard for DPTI roads. Council is also reviewing V category lighting on Council roads to determine the appropriate LED options and costs.</p> <p>Meeting with DPTI and SAPN undertaken to discuss main road requirements. Assessment of requirements being investigated.</p> <p>Phase One roll-out of P Category street lights on Council roads has been completed.</p> <p>SAPN Letter of Offer accepted.</p> <p>Hardware supplier agreed and notified. SAPN final contract offer being reviewed.</p> <p>Procurement process for hardware installation has commenced. Subject to availability of hardware, installation on site is proposed to commence prior to the end of the calendar year.</p> <p>Follow-up contact made with SAPN to progress</p>
27/08/2019	Ordinary Council	223/19	Review of Primary Production Incentive Grant Funding	None declared	<ol style="list-style-type: none"> 1. That the report be received and noted. 2. That the Primary Production Incentive Grant be discontinued and the balance of the funds be redirected to community education on rural land management issues and European Wasp control for the benefit of the primary production sector. 	Marc Salver	In Progress	<p>An Expression of Interest process concluded on 10 August 2020 to seek assistance from media experts to assist with preparing relevant material and short videos in this regard to put on Council's media channels. The proposals received will now be reviewed with a view to awarding a contract for this work in the next few weeks.</p>

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
17/09/2019	Special Council	239/19	Circular Procurement Pilot Project	None declared	Council resolves:That the report be received and noted.To approve participation in the Circular Procurement Pilot Project.That the Chief Executive Officer be authorised to execute the Memorandum of Understanding as contained in Appendix 1 of this report.That the Council endorses, in principle, the following targets:subject to the procurement needs and requirements of Council in 2020/21 purchasing recycled plastic products or materials equivalent to 10% of the weight of plastic collected within the Council area, which is equivalent to approximately 25 tonnes based on 2017/18 data.subject to the procurement needs and requirements of Council, commencing in 2021/22 Council will incrementally increase its purchasing of recycled plastic products or materials thereafter until it is equivalent to 50% of the weight of plastic collected within the Council area, which is equivalent to 124 tonnes based on 2017/18 data.That a report be provided to Council in early 2021/22 providing an update on the Council's participation in the Circular	Peter Bice	In Progress	<p>The Circular Procurement Project is now underway, and the Memorandum of Understanding has been executed.</p> <p>Amendments to Council's procurement processes has been completed to provide effect to Council's participation in the Circular Procurement trial.</p> <p>Staff training in the Circular Procurement Project has been undertaken.</p> <p>Recording of goods purchased with recycled content has commenced including bin surrounds, wheelie bins, office paper, fence posts and road construction materials.</p>

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
24/09/2019	Ordinary Council	252/19	Kenton Valley War Memorial Park	None declared	That the report be received and notedThat no further action be taken at this time to progress the revocation of community land classification for the land located at the intersection of Kenton Valley and Burfords Hill Roads known as the Kenton Valley War Memorial Park, being Allotment 64 in Filed Plan No. 155479 contained in Certificate of Title Volume 5718 Folio 775 ("Land")That Council staff provide assistance to the proposed community group to form plans for the use and maintenance of the Land within existing budget and resources, including assistance to identify grant opportunities that may be available to the groupA review be undertaken with the community working group in 12 months and an update report be provided to Council by 31 December 2020.	Terry Crackett	In Progress	The park was impacted by the Cudlee Creek Bushfire. The community group remains active in looking at opportunities to improve the park and a new sign is due to be installed.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
24/09/2019	Ordinary Council	253/19	Oakbank Soldiers Memorial Hall	None declared	That the report be received and notedThat the Council provides financial and administrative assistance to the Oakbank Soldiers Memorial Hall Inc ("Association") to make an application to the Supreme Court for a trust variation scheme to vary the charitable trust that exists over the Oakbank Soldiers Memorial Hall ("OSM Hall") located at 210 Onkaparinga Valley Road Oakbank contained in Certificate of Title Volume 5846 Folio 513.That the Council and the Association enter into a binding agreement regarding the level of financial and administrative support being provided, to a maximum of \$40,000, to undertake the trust variation scheme, and land division if deemed financially viable, with all agreed financial and administrative support to be reimbursed to Council upon sale of the OSM Hall.That the Council agree to enter into a trust variation scheme that would result in the trust being varied from the OSM Hall to the Council owned Balhannah Soldiers Memorial Hall ("BSM Hall") that would bind the BSM Hall to be held in perpetuity as a Memorial Hall in memory of the residents of the township	Terry Crackett	In Progress	Initial discussions held with the Balhannah Soldiers Memorial Hall Committee about the proposal. Oakbank Soldiers Memorial Hall Committee has undertaken additional notification of the proposal with the Oakbank community. Council has received some contact from community members raising some concerns about the proposal. It has been requested that the committee hold a community meeting to enable community members to express their concerns. 13/2 - meeting has been held with the committee and their lawyers to progress. Community meeting being arranged with the assistance of Council's communications team 20/4 - community meeting was unable to progress due to Covid19 situation. An alternate means of consultation is being investigated. 13/7 - community consultation open and drop in session being held at the Hall on 25/7 13/8 - community consultation feedback indicates that there is sufficient community support to form a new committee to look at options to revitalise the Hall. A community meeting is scheduled for 15/8
22/10/2019	Ordinary Council	244/19	MON (Cr Parkin) Publishing Recordings of Council Meetings	None declared	I move that Council resolves to request the Chief Executive Officer to provide a report to a future Council meeting on the practices of Australian local government entities for publishing Council Meeting audio recordings on their websites with a view to assessing the risks and benefits of adopting this practice at Adelaide Hills Council.	Andrew Aitken	Completed	Report was received at the June 2020 meeting.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
22/10/2019	Ordinary Council	249/19	Crown Land Review	None declared	That the report be received and notedThat Council commence a community land revocation process in relation to the following land: CR 5752/186, Lot 32 Fullgrabe Road, CrafersCR 5753/725, Section 1609 Illert Road, Mylor CR 5753/729, Section 1657 Scott Creek Road, Scott CreekCR 5753/741, Sections 53 and 54 Sandy Waterhole Road, WoodsideCR 5753/742, Section 547 Schuberts Road, LobethalCR 5753/744, Section 553 Pedare Park Road, WoodsideCR 5753/745, Section 556 Tiers Road, WoodsideCR 5753/746, Section 565 Old Carey Gully Road, StirlingCR 5753/751, Section 489 Chapman Road, InglewoodCR 5753/754, Section 511 North East Road, Inglewood CR 5753/758, Section 262 Reserve Road, ForrestonCR 5763/631, Section 1591 Silver Road, BridgewaterCR 5763/634, Section 71 Magarey Road, Mount TorrensCR 5763/635, Section 72 Magarey Road, Mount TorrensCR 5763/636, Section 84 Forreston Road, ForrestonCR 6142/329, Lot 501 Greenhill Road, BalhannahCR 5926/487, Lot 20 Bell Springs Road, CharlestonCR 5753/718, Section 1544B, Tully Hill CR	Terry Crackett	In Progress	Consultation is commencing in September

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
22/10/2019	Ordinary Council	250/19	Road Reserve adj Piccadilly Road Piccadilly	None declared	That the report be received and noted.To make a Road Process Order pursuant to the <i>Roads (Opening & Closing) Act 1991</i> to close the piece of land identified as "A" in the Preliminary Plan attached to this report.Subject to the closure of the road identified in the Preliminary Plan attached, that:The closed road be included as Community Land dedicated as Civic Purpose pursuant to the <i>Local Government Act 1999</i> ; andThe piece marked "A" be retained by Council as reserve Authorise the Chief Executive to finalise and sign all necessary documentation to close and retain the above portion of closed road pursuant to this resolution	Terry Crackett	Completed	Final documentation and plans are being progressed with the surveyor and Surveyor-General 12/5 - final plans have been lodged with the Lands Titles Office 15/6 - final plans have been lodged with the Lands Titles Office - awaiting confirmation of plan deposit and gazettal 9/7 - plan has been approved by the Lands Titles Office 10/8/2020 Road Process Order Issued - published in the Government Gazette 16/7/2020
26/11/2019	Ordinary Council	277/19	MON Water Usage from Bores	None declared	<ol style="list-style-type: none"> 1. That the CEO investigates any circumstances where Council provides water to or receives water from a person/organisation. 2. Following the investigation, a report detailing, among other things, any contractual arrangements, costs, risks and liabilities, be provided to Council by 30 April 2020 	Terry Crackett	In Progress	Investigations as to various arrangements is being undertaken

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
17/12/2019	Ordinary Council	309/19	Mylor BMX Bike Track	Perceived - Cr Leith Mudge	<ol style="list-style-type: none"> 1. That the report be received and noted. 2. That broad community consultation be undertaken in accordance with the consultation plan set out in this report 3. That, following completion of community consultation and further investigations by Council staff, a further report is presented to Council for consideration. 4. That consultation excludes any areas identified in the Community Land Management Plans as being for conservation purposes in the Mylor Parklands as a site considered for any potential BMX track in the Mylor region 5. To reaffirm its commitment to the Heritage Agreement application in its current form, which is in progress for the Mylor Parklands 6. To thank all community groups and volunteers who have contributed to the preservation and conservation of the Mylor Parklands over many years 7. That compliance action be taken to stop further illegal use in Mylor Parklands, signs be placed informing visitors 	Peter Bice	In Progress	<p>Consultation Plan</p> <ol style="list-style-type: none"> 1. February Signage erected for Parklands 2. Letter to wider community / incl. local stakeholders to alert them of the process + update EHQ site enable people to engage through this 1. Meet with groups individually to bring people into process and set the context + Get representatives from three groups 2. May-June (delayed) - Commence working group. The aim is to: understand what is important to each group, what could future look like and develop some design principles 3. May/June Wider consultation with community invited to see proposals 4. June/July Report to council on consultation outcomes <p>Some delays to this plan given the Covid19 situation. Email sent on the 8/4/2020 to Mylor Parklands Bushcare Group to thank the volunteers who have contributed to the preservation and conservation of the Mylor Parklands over many years.</p>

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
17/12/2019	Ordinary Council	314/19	Road Exchange Montacute Road Montacute	None declared	<ol style="list-style-type: none"> 1. That the report be received and noted 2. To execute under seal a Deed of Assignment of Rights to Occupation to bring land identified as proposed Allotment 11 in DP 72622 under the <i>Real Property Act 1886</i> 3. To, in conjunction with Giuseppe Meccariello, Filomena Sanche, Vincenzo Meccariello and Telstra Corporation Ltd, undertake the road widening process in accordance with the plan attached as Appendix 2, to vest allotments 12 and 14 as public road for nil consideration 4. The road to be closed as identified as "A" in Preliminary Plan 05/0056 be excluded as Community Land pursuant to the Local Government Act 1999 5. To authorise the Chief Executive Officer and Mayor to finalise and sign all documentation, including under seal if necessary, to give effect to this resolution. 	Terry Crackett	In Progress	<p>8/1/2020 - Preparing documents for Council execution</p> <p>10/2/2020 - Documents executed by Mayor and CEO - returned to Clelands Lawyers for signing by Meccariello family and lodgement with LTO</p> <p>9/3/2020 - awaiting completion of NUA land process</p> <p>21/4/2020 - Surveyors Updating Plans. Awaiting completion of NUA land process.</p> <p>11/5/2020 - awaiting completion of NUA land process</p> <p>10/6/2020 - awaiting completion of NUA land process</p> <p>9/7/2020 - awaiting completion of NUA land process</p> <p>10/8/2020 - awaiting completion of NUA land process</p>
28/01/2020	Ordinary Council	7/20	Citizen of the Year Location	None declared	That the Administration explores the feasibility of rotating the presentation of Citizen of the Year throughout the Council area, commencing January 2021. That the location be influenced by where the recipient of the Citizen of the Year is from. That Council recognises that this presentation is a celebration of citizens who make an enormous contribution to the Adelaide Hills community and recipients should be able to be recognised within the local community which has nominated them.	David Waters	Completed	Results of feasibility study were workshopped with Council on 14 July and brought to the July meeting where the report recommending choice of location for recipients was unanimously supported.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/01/2020	Ordinary Council	11/20	Revocation of Community Land - Bridgewater Retirement Village	None declared	That the report be received and noted Subject to the Supreme Court issuing an order granting approval for a trust variation scheme, a report be prepared and submitted to the Minister for Planning seeking approval to revoke the community land classification of Allotment 220 in Filed Plan No. 8131 known as 511 Mount Barker Road Bridgewater. The Mayor and CEO be authorised to sign all necessary documentation to give effect to this resolution.	Terry Crackett	In Progress	Application to the Minister for Planning will be made once the trust variation scheme has been approved by the Supreme Court
28/01/2020	Ordinary Council	16/20	CEO PRP Independent Membership	None declared	That the report be received and noted That in relation to the CEO Performance Review Panel: To undertake a recruitment process for the selection of one Independent Ordinary Member for the CEO Performance Review Panel for a term of 24 months, indicatively commencing 1 March 2020. To appoint Cr Mark Osterstock & Cr Kirsty Parkin and the Executive Manager Organisational Development as members of the CEO Performance Review Panel Independent Member Selection Panel.	Terry Crackett	In Progress	This process has been deferred until later in the year by Council.
25/02/2020	Ordinary Council	30/20	West Street Mylor	none declared	1. That the report be received and noted 2. To approve an increase in the 2019/20 capital expenditure budget by \$162k and fund the upfront cost of designing and constructing West Street Mylor including associated stormwater works 3. That Council recoup the costs of up to \$54k by entering into Infrastructure Agreements with the affected landowners along West Street Mylor, to a maximum value of \$9k each. That Council will not commence these works until such time as the Infrastructure Agreements have been executed with the affected landowners along West Street	Peter Bice	Completed	All infrastructure agreements have been finalised, and works have commenced onsite. Accordingly, all resolutions have been satisfied.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
24/03/2020	Ordinary Council	53/20	MON Credit Card Usage	None declared	Council resolves that the Chief Executive prepare a report, for the Audit Committee's consideration and advice to Council, providing an assessment of the status and coverage of the Adelaide Hills Council's Procurement Framework against the recommendations arising from the South Australian Auditor-General's March 2020 reports regarding credit card use and management in three South Australian councils.	Terry Crackett	Completed	A report was presented to the Audit Committee meeting on 17 August 2020. The Audit Committee resolved: 1. That the report be received and noted. 2. The Audit Committee notes that the Council Member Allowances and Support Policy will be reviewed by November 2020 and the Employee Functions and Gifts Policy will also be reviewed by the Chief Executive Officer.
24/03/2020	Ordinary Council	55/20	Arts & Heritage Collection	None declared	Council resolves: That the report be received and noted. That Council approve the development of the draft Arts and Heritage Collection Policy for consideration at a future Council meeting.	David Waters	Completed	A new Arts and Heritage Collection Policy was adopted by Council at its meeting held on 28 July 2020.
28/04/2020	Ordinary Council	71/20	Rural Land Acquisition from DPTI - Houghton & Aldgate	None declared	That the report be received and noted To accept a transfer of land from the Commissioner of Highways for Allotment 13 in Deposited Plan No. 26030 contained in Certificate of Title Volume 5741 Folio 518 being Lot 13 Horn Street, Houghton from the Commissioner of Highways for nil consideration. To accept a transfer of land from the Commissioner of Highways for Allotment 51 in Deposited Plan No. 82071 contained in Certificate of Title Volume 6058 Folio 751 being Lot 51 Strathalbyn Road, Aldgate from the Commissioner of Highways for nil consideration. To exclude the land described in 2 & 3 above as community land pursuant to section 193(4) of the <i>Local Government Act 1999</i> . To delegate to the Chief Executive Officer to execute the necessary documentation to give effect to this resolution.	Terry Crackett	In Progress	15/6/2020 - Awaiting documentation from Crown Solicitor to execute land transfer of parcels 9/7/2020 - Awaiting documentation from Crown Solicitor to execute land transfer of parcels 10/8/2020 - Awaiting documentation from Crown Solicitor to execute land transfer of parcels

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/04/2020	Ordinary Council	73/20	CEO Performance Review Process & Panel Schedule	None declared	That the report be received and notedThat the 2020 CEO Performance Review and TEC package review be undertaken using an external consultant.That the 2020 CEO Performance Review Panel Meeting and Process Schedule (as amended), as contained in Appendix 1, be adopted.	Terry Crackett	In Progress	The survey to seek feedback on the CEO's performance from Council Members and Executive Leaders was undertaken. A draft CEO Performance Review report has been completed and provided to Executive Manager OD for review.
28/04/2020	Ordinary Council	75/20	CEO PRP Independent Member Deferral	None declared	That the report be received and notedTo defer the recruitment of an Independent Ordinary Member until the social distancing restrictions associated with COVID-19 are sufficiently reduced/removed.	Andrew Aitken	In Progress	Applicants will be recontacted when the process is recommencing.
26/05/2020	Ordinary Council	93/20	Support for Road Closures - 2020 Shannons Adelaide Rally & 2020 Gorge Rallysprint	Cr Chris Grant - Perceived	That the report be received and noted. That, in relation to the 2020 Shannons Adelaide Rally and 2020 Gorge Rallysprint, Council supports the event contingent on the organisers, to the satisfaction of the Chief Executive Officer:Providing evidence of satisfactory insurance to cover any damage to third party property caused by the eventEntering into a road repair agreement with Council to cover any rectification works required as a result of damage caused by the eventProviding confirmation that the affected business owners are aware of the road closuresProviding written confirmation that the concerns raised by affected residents have been adequately addressed and that arrangements for egress and regress for those properties can be managed within the event where possibleWritten confirmation from the organisers that they will erect advance notice of road closures on the affected roads, at least three weeks prior to the event. That subject to the requirements of item 2. being undertaken, Council provides support for road closures and signage installation	David Waters	In Progress	The event organiser is aware of the Council's resolution and is willing to attend the workshop in February 2021. Evidence of all requirements received. 12 August - A consultation letter was sent and advanced notice signage installed for the Gorge Rallysprint event 13 September (over 4 weeks to event as per resolution)

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
23/06/2020	Ordinary Council	102/20	MON Provision of information and assistance regarding Rostrevor/Woodforde Boundary Change Proposal	None declared	That in relation to the Campbelltown City Council boundary realignment proposal, and on the basis of the results of the Council Boundary Change Survey and the Campbelltown City Council's lack of timeliness in formally considering Adelaide Hills Council's request to withdraw the proposal, Council resolves to provide no further information or assistance to the Campbelltown City Council in relation to their proposal other than that required by legislation.	Andrew Aitken	Completed	Letter forwarded to CCC from AHC in June 2020
23/06/2020	Ordinary Council	104/20	Support for Road Closures 2020 Adelaide Hills Rally	Perceived - Cr Chris Grant	That the report be received and noted That, in relation to the 2020 Adelaide Hills Rally, Council supports the event contingent on the organisers, to the satisfaction of the Chief Executive Officer: Providing evidence of satisfactory insurance to cover any damage to third party property caused by the event Entering into a road repair agreement with Council to cover any rectification works required as a result of damage caused by the event Providing confirmation that the affected business owners are aware of the road closures Providing written confirmation that the concerns raised by affected residents have been adequately addressed and that arrangements for egress and ingress for those properties can be managed within the event where possible Written confirmation from the organisers that they will erect advance notice of road closures on the affected roads, at least three weeks prior to the event. That subject to the requirements of item 2. being undertaken, Council provides consent for road closure orders in relation	David Waters	In Progress	Road closure consent being signed off by the CEO with minor changes. Evidence of most resolution conditions received by Administration, waiting only on proof of advance notice signage. Notification letter to residents and install of Advance Notice signage due by Fri 11 September.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
23/06/2020	Ordinary Council	105/20	Community & Recreation Facility Framework Project Update	None declared	That the report be received and noted That Council endorses the Community & Recreation Facilities Framework - Community Consultation Implementation Plan, contained in <i>Appendix 1</i> .	Peter Bice	In Progress	<p>Stage 1 and 2 of the consultation for this project is currently open. Data will be analysed, & used to inform new service levels & policy positions that will form part of the Framework.</p> <p>Update 19/8 - Stage 1 & 2 of the consultation for this project has now closed. Staff will begin analysing data in the coming weeks in conjunction with Council Members who form part of the CRFFIWG. Data gathered used to inform new service levels & policy positions that will form part of the Framework.</p>
23/06/2020	Ordinary Council	106/20	Local Roads and Community Infrastructure Program Projects	Actual - Cr Linda Green & Cr Andrew Stratford Perceived - Cr Malcolm Herrmann	<ol style="list-style-type: none"> That the report be received and noted. To authorise the applications for the following projects to be submitted as the Adelaide Hills Council Local Roads and Infrastructure Program Projects for delivery in 2020/21 and the estimated associated expenditure to undertake those works: New Toilets – Woodside Institute (\$200,000) Lobethal Centennial Hall Toilet Upgrade (\$80,000) Fabrik – Building upgrades(\$230,000) Mill Road Corner Community Pocket Forest (\$40,000) Stirling to Crafers Bikeway (\$125,000) Footpath – Crafers (\$66,415) Footpath – Cudlee Creek, Redden Drive (\$40,000) Subject to approval, and in line with the above estimated costs, that the CEO or his delegate be authorised to commit expenditure to undertake the above works with any adjustments to income and expenditure be incorporated in an upcoming budget review. That should any projects be unsuccessful, or significant savings 	Peter Bice	In Progress	<p>Applications were submitted Friday 10th July. Council subsequently received formal notification of all nominated projects being approved on Wednesday 5th August, with a 50% funding installment received, as per the agreement.</p> <p>A letter of thanks has been sent to the Hon Michael McCormack MP, and projects are noew getting underway. An excellent outcome, with the focus now turing to high quality and timely delivery.</p>

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
23/06/2020	Ordinary Council	108/20	Resumption of Physical Council Meetings, Workshops & Community Forums	None declared	That in relation to Ordinary Council Meetings: To revoke Part 4 of Resolution 63/20 from its 21 April 2020 Council Meeting being "That, as from 21 April 2020 and until the expiry of the provisions of Notice No 1, meetings of the Council will take place by electronic means using the audio and visual functionality of the Zoom virtual meeting room as the electronic location"; and To note that the CEO will determine the 'place' of Council Meetings in accordance with the provisions of Section 81(3a) of the <i>Local Government Act 1999</i> . That in relation to Council Workshops and Professional Development Informal Gatherings to note that the CEO, via resolution 245/19, maintains the authorisation to make changes to the informal gathering schedule, timings and locations. That in relation to Community Forums: To note that the CEO, via resolution 245/19, maintains the authorisation to make changes to the Community Forum schedule to accommodate venue availability or other matters arising to necessitate change. To resolve that the order of venues for	Andrew Aitken	Completed	Delegations provided by Council are acknowledged.
23/06/2020	Ordinary Council	109/20	Policy of Notification - Accredited Professionals	None declared	<ol style="list-style-type: none"> 1. That the report be received and noted 2. To adopt the draft Policy of Notification – Accredited Professionals as detailed in <i>Appendix 2</i> of this report with a commencement date being the designated date of Phase 3 of the Planning & Design Code (and full implementation of the PDI Act) to be announced by the Minister for Planning in due course. 3. That the CEO be permitted to make any formatting, nomenclature or other minor changes to the Policy before the designated date for Phase 3 of the Planning & Design Code. 	Marc Salver	Completed	The Policy document is ready for placing on Council's website but cannot be until the designated date declaration for PDI Act and Planning and Design Code is made by the Minister for Phase 3 of the Code. This is expected to occur in the coming months.
23/06/2020	Ordinary Council	122/20	Event Opportunity - Confidential Item	None declared	Refer to Confidential Minute	David Waters	In Progress	

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
23/06/2020	Ordinary Council	123/20	Event Opportunity - Period of Confidentiality	None declared	...that the report, related attachments and the minutes of Council and the discussion and considerations of the subject matter be retained in confidence until the event agreements are signed and the relevant event details are announced by the relevant Minister, but not longer than 31 December 2021.	David Waters	In Progress	This items remains in confidence under the provisions contained in the resolution.
30/06/2020	Special Council	128/20	Adelaide Hills Tourism 3 year Funding Agreement 2020	None declared	That the report be received and noted That the three year funding agreement with the Adelaide Hills Tourism (as contained in Appendix 1), to provide funding of \$106,125 pa (GST exclusive) for 2020/21 and increased annually by an amount equal to the increase in the Consumer Price Index for Adelaide for the 12 months to the end of the preceding December, be approved and that the Chief Executive Officer be authorised to make any minor changes or variations to the Agreement before execution by both parties or during the life of the Agreement. That the Chief Executive Officer be authorised to execute the Agreement on behalf of Council	David Waters	Completed	The Agreement has been executed by both AHC and Adelaide Hills Tourism.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
30/06/2020	Special Council	129/20	Stirling Business Association 3 Year Funding Agreement 2020	None declared	<ol style="list-style-type: none"> 1. That the report be received and noted. 2. That the three year funding agreement, as contained in Appendix 1, with the Stirling Business Association be approved and that the Chief Executive Officer be authorised to make any minor changes or variations to the Agreement before execution by both parties or during the life of the Agreement. 3. That the Chief Executive Officer be authorised to execute the Agreement on behalf of Council. 4. That the Chief Executive Officer be authorised to appoint a representative, who shall not be a member of the Stirling Business Association management committee, to attend regular meetings of the association for the purposes of Annexure A of the Funding Agreement. 	David Waters	Completed	The Agreement has been executed by both AHC and Stirling Business Association.
30/06/2020	Special Council	131/20	Sealed Roads Renewal Contract	None declared	See confidential minute	Peter Bice	Completed	All resolutions pertaining to this matter have been satisfied.
30/06/2020	Special Council	132/20	Sealed Roads Renewal Contract - Period of Confidentiality	None declared	that the report, related attachments and the minutes of Council and the discussion and considerations of the subject matter be retained in until the contracts are signed, but not longer than 12 months	Peter Bice	In Progress	Expect that all contracts will be signed by end August.
28/07/2020	Ordinary Council	136/20	MON Late Lewis (Lew) Brickhill	None declared	That the CEO investigates, in consultation with the family and the Friends of Bushland Park, how the memory of the late Lewis Norman Brickhill can be commemorated for his contribution to, not only Lobethal Bushland Park, but also to the wider community, and provides a report to Council by 30 September 2020.	Peter Bice	In Progress	Investigations underway.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/07/2020	Ordinary Council	137/20	Genetically Modified Crops Legislation Change - Community Engagement Plan	None declared	<p>1. That the report be received and noted.</p> <p>2. The Council will consider whether to apply to the Minister for Primary Industries and Regional Development under Section 5A(1) of the <i>Genetically Modified Crops Management Act 2004</i> for the designation of the Council area as an area in which no genetically modified food crops may be cultivated.</p> <p>3. Pursuant to Section 5A(2) of the <i>Genetically Modified Crops Management Act 2004</i>, the Council seeks the views of its community, including persons engaged in primary production activities and food processing or manufacturing activities in the area of the Council, regarding whether or not such an application should be made.</p> <p>4. To approve the community engagement plan that forms Appendix 1 to this report with an amendment to the final bullet point on page 5 of the Engagement Plan by adding the following words at the end of the sentence "..., particularly those who might be positively or negatively impacted by lack of or otherwise, of a GM Free Zone in the Adelaide Hills Council</p>	Marc Salver	In Progress	Public and stakeholder consultation on this matter commenced on 29 July and will conclude on 26 August 2020. In accordance with the above resolutions, a report will then be prepared for Council's consideration at its meeting in September.
28/07/2020	Ordinary Council	138/20	Development Application fee Waiver Oakbank Golf Club	None declared	<p>That the report be received and noted</p> <p>To approve the waiver of development fees up to \$356.50 for Oakbank Golf Club Inc. in relation to Development Application 473/626/2020 for a development at 10 Smith Street Oakbank.</p>	Marc Salver	Completed	Development Application updated and request made to applicant for outstanding fees

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/07/2020	Ordinary Council	139/20	Arts & Heritage Collection Policy	None declared	<ol style="list-style-type: none"> That the report be received and noted. With an effective date of 12 August 2020, adopt the 28 July 2020 Arts and Heritage Collection Policy as per <i>Appendix 1</i> with the addition of the following after the final paragraph of clause 4.6: '<i>The final decision on deaccession and disposal will be by resolution of the Council</i>'. That the Chief Executive Officer be authorised to make any formatting, nomenclature or other minor changes to the 28 July 2020 Arts and Heritage Collection Policy prior to the effective date of adoption. 	David Waters	Completed	
28/07/2020	Ordinary Council	141/20	Local Government Reform Bill Advocacy Position	None declared	<ol style="list-style-type: none"> That the report be received and noted To lodge its <i>Statutes Amendment (Local Government Review) Bill 2020 – Reform Submission</i> at Appendix 1, with a revision to the response for section 11a to 'partially supported with capping of council members to 13', to: Minister for Local GovernmentOpposition Spokesman for Local GovernmentLocal Members of ParliamentOffice of Local GovernmentLocal Government Association To delegate to the Chief Executive Officer the authority to make any minor changes to the Reform Submission to reflect matters raised in the debate on the Local Government Reform Submission report. 	Andrew Aitken	Completed	Submission provided to recipients and placed on Council's website.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/07/2020	Ordinary Council	142/20	Community & Recreation Facility Framework Internal Working Group Nomination of Members	None declared	<ol style="list-style-type: none"> That the report be received and noted. To determine that the method of selecting the Council Members (up to four Council Members) for the CRFFIWG be by an indicative vote to determine the preferred person(s) utilising the process set out in this Agenda report. To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred person(s) for the CRFFIWG Council Member roles and for the meeting to resume once the results of the indicative votes have been declared. 	Terry Crackett	Completed	Voting system.
28/07/2020	Ordinary Council	143/20	Community & Recreation Facility Framework Internal Working Group Appointment of Members	None declared	Council resolves to appoint Cr Ian Bailey, Cr Pauline Gill, Cr Nathan Daniell and Cr Kirsty Parkin for a 24 month term to commence on 29 July 2020 and to conclude on 28 July 2022 (inclusive), to be reviewed prior to the expiration of the said term.	Terry Crackett	Completed	
28/07/2020	Ordinary Council	145/20	Nomination to Local Government Grants Commission	Material - Cr Mark Osterstock	To endorse the nomination of Cr Mark Osterstock for the Local Government Grants Commission and authorise the Chief Executive Officer to lodge the completed nomination form(s) to the Local Government Association by COB 14 August 2020.	Andrew Aitken	Completed	Nomination forms completed and emailed to LGA. Confirmation of receipt received.
28/07/2020	Ordinary Council	147/20	Citizen of the Year Awards Presentation Location	None declared	That the report be received and noted. That the winners of the three primary Australia Day Awards – Citizen of the Year, Young Citizen of the Year and Community Event of the Year – be given the opportunity to receive their award at a community celebration of their choice, commencing in January 2021.	David Waters	Not Started	The action arising from this resolution does not come about until January 2021.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/07/2020	Ordinary Council	148/20	Road Closure adj Posen Road Birdwood	None declared	<ol style="list-style-type: none"> 1. That the report be received and noted 2. To make a Road Process Order pursuant to the <i>Roads (Opening & Closing) Act 1991</i> to close and merge the piece of land identified as "A" in the Preliminary Plan No. 20/0005 attached to this report with Piece 14 in Deposited Plan No. 63287 comprised in Certificate of Title Volume 5911 Folio 108. 3. Subject to the closure of the road identified in the Preliminary Plan attached, that: The closed road be excluded as Community Land pursuant to the <i>Local Government Act 1999</i>; and The piece marked "A" be sold to Mrs Elizabeth Addams-Williams, the owner of the property with which it is merging for the amount of \$8,000 plus GST (if applicable) and all fees and charges associated with the road closure process. 4. Authorise the Chief Executive to finalise and sign all necessary documentation to close and sell the above portion of closed road pursuant to this resolution. 	Terry Crackett	In Progress	Commenced in accordance with the resolution

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/07/2020	Ordinary Council	149/20	Road Widening Netherhill Road Kenton Valley	None declared	<ol style="list-style-type: none"> 1. That the report be received and noted 2. To purchase the areas of land totalling 335 sqm identified in red on the Land Acquisition Plan attached as <i>Appendix 2</i> ("land") from Stephen Paul Cowie the land owner at 67 Nether Hill Road, Kenton Valley, for the purchase price of \$6,700 (excl GST) plus all reasonable costs to vest the Land as public road. 3. To purchase the area of land being 188 sqm identified in red on the Land Acquisition Plan attached as <i>Appendix 2</i> ("land") from Paul Andrew Arnup and Danielle Marie Beatrice Helbers the land owner at 109 Nether Hill Road, Kenton Valley, for the purchase price of \$3,760 (excl GST) plus all reasonable costs to vest the Land as public road. 4. The road land being acquired to be excluded as Community Land pursuant to the <i>Local Government Act 1999</i>; and 5. That the Mayor and CEO be authorised to sign all necessary documentation, including affixing the common seal, to give effect to this resolution. 6. To approve an expenditure budget of \$40,460. 	Terry Crackett	In Progress	Progress has commenced in accordance with the resolution
28/07/2020	Ordinary Council	148/20	CEO Performance Target Finalisation & Proposed 2020-2021 Performance Targets	None declared	<ol style="list-style-type: none"> 1. That the report be received and noted 2. That the CEO has achieved the following outcomes in relation to the 2019-20 CEO Performance Targets: Target 1 – Completed Target 2 – Completed Target 3 – Completed Target 4 – Deferred by Council decision Target 5 – Completed Target 6 – Completed modified target by Council decision 3. To adopt the proposed 2020-2021 CEO Performance Targets recommended by the Panel as per <i>Appendix 2</i>. 	Terry Crackett	Completed	The decision of Council forms part of the report to the Panel on the outcome of the CEO's Performance for 2019-2020.

Meeting Date	Meeting	Res No.	Item Name	Previously Declared COI	Action Required (Council Resolution)	Responsible Director	Status	Status (for Council reporting)
28/07/2020	Ordinary Council	149/20	Strategic Internal Audit Plan Revision	None declared	That the report be received and noted. That Council adopt the revised Strategic Internal Audit Plan (v1.4a) as contained in Appendix 1.	Andrew Aitken	Completed	SIAP updated.
28/07/2020	Ordinary Council	156/20	Appointment of Independent Member to Council Assessment panel - Confidential Item	None declared	See confidential Minute	Marc Salver	Completed	Completed. The CAP Independent Member has been advised of the appointment and will be inducted later this month in preparation for the September CAP Meeting.
28/07/2020	Ordinary Council	157/20	Appointment of Independent Member to Council Assessment Panel - Period of	None declared	that the report, related attachments and the minutes of Council and the discussion and considerations of the subject matter be retained in confidence until the Community Representatives referred to in the item are appointed, but not longer than 30 August 2020.	Marc Salver	In Progress	The confidentiality of this item can be lifted once the acceptance of appointment has been received from the newly appointed CAP Independent Member which should occur by no later than 31 August 2020.
28/07/2020	Ordinary Council	140/20	Federal Black Spot Program Funding Deed Kersbrook, Mylor, Ironbank & Forreston	None declared	<ol style="list-style-type: none"> 1. That the report be received and noted. 2. To execute the Funding Deeds as follows:2020-2021 South Australia Black Spot Program – Checker Hill Road, Kersbrook2020-2021 South Australia Black Spot Program – Ridge Road, Mylor2020-2021 South Australia Black Spot Program – Ironbank Road, Ironbank2020-2021 South Australia Black Spot Program – Martin Hill Road, Forreston 3. The Chief Executive Officer and Mayor are authorised to sign and affix the seal of the Adelaide Hills Council to the respective Funding Deeds under the State Blackspot Program. 4. To approve an increase in the 2020-21 capital expenditure budget of \$369k offset by \$551k in capital income for the Road Safety Program Capital project in accordance with the Funding Deeds. 5. That the CEO be authorised to write a letter of acknowledgement to the Hon Michael McCormack MP, Deputy Prime Minister and Minister for Infrastructure, Transport and Regional Development thanking the Federal Government for the Blackspot Funding Program. 	Peter Bice	Completed	Letter of thanks from the CEO has been sent to the Hon Michael McCormack MP, Deputy Prime Minister. The Funding documentation has been executed (signed and Council sealed affixed).

**ADELAIDE HILLS COUNCIL
ORDINARY COUNCIL MEETING
Tuesday 25 August 2020
AGENDA BUSINESS ITEM**

Item: 13.1

Responsible Officer: Kira-marie Laverty
Corporate Planning & Performance Coordinator
Office of the Chief Executive

Subject: Quarterly Council Performance Report – Q4

For: Information

SUMMARY

As a local government entity, Council has a number of legislative obligations regarding the preparation and distribution of corporate planning and reporting information to the elected body and the community. In addition, to these mandated requirements, Council has over time created a number of additional elements to improve the integration, transparency and accountability of its activities.

In June 2018 Council adopted the *Corporate Planning & Performance Framework*, of which a key element was the establishment of a suite of Corporate Business Performance Indicators aligned with Adelaide Hills Council's Strategic Plan goals thereby enabling the tracking of performance over time.

A suite of corporate performance indicators were developed in consultation with Council Members, the Strategic Leadership Team and relevant officers. Targets for each indicator were set as part of the 2019-20 Annual Business Planning process.

While the report does contain some annual performance indicators, the report focus is on the fourth quarter period covering 1 April to 30 June 2020. An analysis of the full financial year will be in the Annual Report due for release in late November 2020.

This is the last quarterly report to be produced using these corporate performance indicators. The purpose of the report is to provide information on Council's performance against the (now superseded) Strategic Plan goals.

RECOMMENDATION

Council resolves that the report be received and noted.

1. GOVERNANCE

➤ Strategic Management Plan/Functional Strategy/Council Policy Alignment

Strategic Plan 2020-24 – A brighter future

Goal A Progressive Organisation

Objective O5 We are accountable, informed, and make decisions in the best interests of the whole community

Priority O5.3 Demonstrate accountability through robust corporate planning and reporting that enhances performance, is relevant and easily accessible by the community

The Q4 Performance Report is part of the performance reporting suite contained in the *Corporate Planning & Performance Framework*.

➤ Legal Implications

Chapter 8 - Administrative and financial accountability of the *Local Government Act 1999* sets out the key legislative obligations regarding corporate planning and reporting obligations, as follows:

- S122 – Strategic management plans – development, content requirements, consultation, review and availability of strategic plan, asset management plan and long-term financial plan;
- S123 – Annual business plans and budgets - development, content requirements, consultation, review and availability of annual business plan and budget
- S127 – Financial statements – preparation, content, auditing and availability of the financial statements;
- S131 – Annual reports – preparation, content, distribution and availability of the annual report

Additional requirements are contained in the *Local Government (General) Regulations 2013* and the *Local Government (Financial Management) Regulations*.

➤ Risk Management Implications

Quarterly Council Performance Reporting will assist in mitigating the risk of:

Ineffective performance management and reporting processes leading to poor performance and/or loss of stakeholder confidence

Inherent Risk	Residual Risk	Target Risk
Extreme (4B)	Low (2D)	Low (2D)

Note that there are many other controls that assist in mitigating this risk. The quarterly performance reports are part of the current control suite and therefore there is no additional mitigating impact of this report.

➤ **Financial and Resource Implications**

The Corporate Planning & Performance Coordinator role, which coordinates the performance reporting function, is funded in the Governance & Performance Department budget

Quarterly Council Performance Reporting assists in showing the financial and resource performance to plan as per the targets, initiatives and activities outlined in the *2019-20 Annual Business Plan*.

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

Providing integrated, consultative corporate planning and effective and transparent performance reporting to the Council and community has the potential to increase the level of trust and confidence in Council.

➤ **Sustainability Implications**

Quarterly Council Performance Reporting assists in demonstrating the outcomes related to Council's economic, social and environmental initiatives.

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

Consultation on the development of this report was as follows:

Council Committees: The Audit committee received and noted the Quarterly Council Performance Report – Quarter 4 at its 17 August 2020 meeting

Council Workshops: Not applicable

Advisory Groups: Not applicable

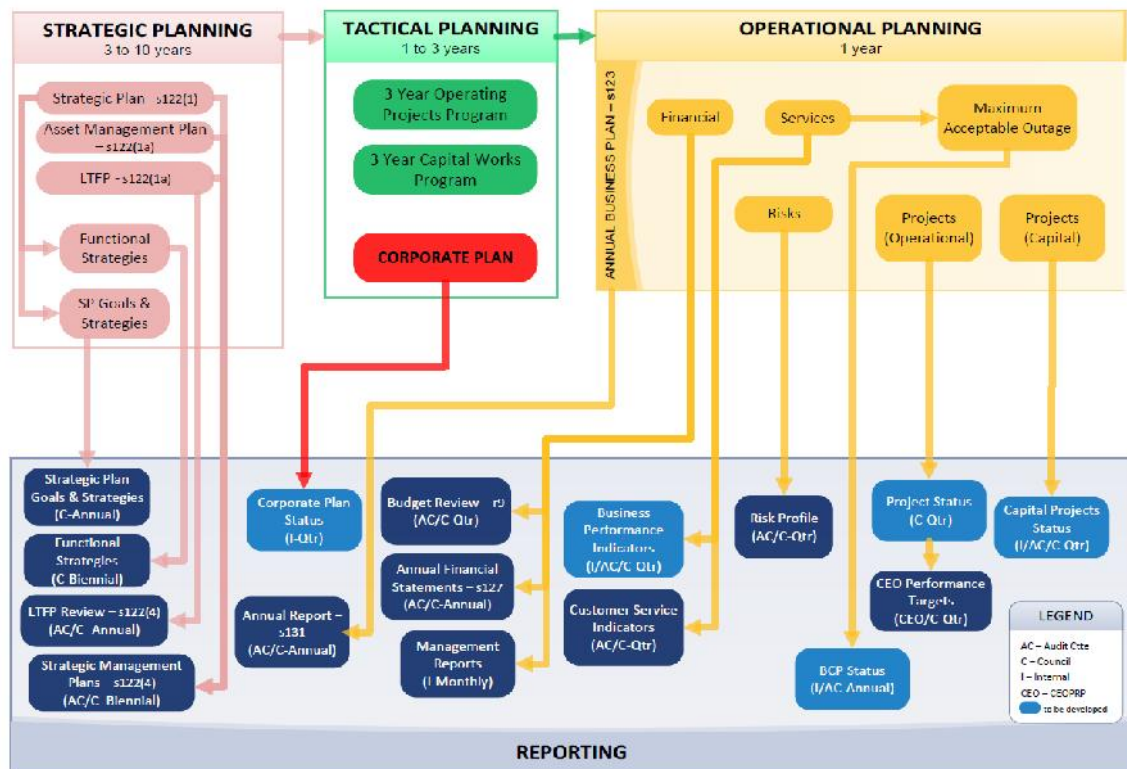
Administration: Consultation on the quarterly performance report has occurred with both Executive Leadership Team and the Senior Leadership Team.

External Agencies: Not applicable

Community: Not applicable

2. **BACKGROUND**

At its 19 June 2018 meeting, Council adopted (Res 128/18) the *Corporate Planning & Performance Framework*, of which a key element was the establishment of a suite of Corporate Business Performance Indicators which are aligned with Adelaide Hills Council's Strategic Plan goals and will enable the tracking of performance over time.



A suite of corporate performance indicators were developed in consultation with Council Members, the Strategic Leadership Team and relevant officers. Targets for each indicator were set as part of the 2019-20 Annual Business Planning process.

An internal pilot report based on Q4 2018-19 data identified that some targets were not able to be measured due to unavailable data and/or data collection methods along with data inconsistencies. These Corporate Performance Indicators have been modified or replaced with similar indicators.

The first (production) version of the Quarterly Performance Report was based on Q1 2019-20 data and provided to Council at its 26 November 2019 meeting.

The Q2 2019-20 Performance Report was received and noted by Council at its 25 February 2020 meeting.

The Q3 2019-20 Performance Report was received and noted by Audit Committee at their meeting on 25 May 2020 and by Council at its 23 June 2020 meeting.

3. ANALYSIS

Performance for Quarter 4 has been generally positive despite the ongoing impacts of the restrictions for COVID-19 and the prioritisation of activities related to the Cudlee Creek Bushfire recovery.

Of the 33 performance measures in the 2019-20 Annual Business Plan, 15 targets were met or exceeded, 6 were not met and 12 could not be measured at this time (due to timing or impacts from bushfires/COVID-19). We also achieved 100% in meeting our 13 customer service standards.

Where possible, we have continued to deliver services and progress our initiatives within current restrictions and in consideration of resourcing other priorities such as bushfire recovery. This has sometimes involved developing online programs and other online options. Where it was not possible, services and initiatives have been cancelled for the 2019-20 financial year, or deferred to a future year.

There are 139 key initiatives within the Q4 report. Of these, 54 have been completed, 10 have been deferred or cancelled, and 75 are continuing in the 2020-21 financial year.

See the attached Quarterly Council Performance Report – Quarter 4 (**Appendix 1**) for details.

4. OPTIONS

As this is an information report, the Council is limited to receiving and noting the report but may choose to provide commentary to the Administration for consideration to enhance the reports into the future.

5. APPENDIX

(1) Quarterly Council Performance Report – Quarter 4 2019-20

Appendix 1

Quarterly Council Performance Report – Quarter 4
2019-20

Quarterly Council Performance Report

Quarter 4 – 1 April to 30 June 2020



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1. Executive Summary

Strategic Goals	Performance measures	Annual Business Plan Key Initiatives
People & Business Prosper	2 of 7 targets not met	<p>Completed (11) Deferred/Cancelled (2) Continuing in 2020-21 (16)</p>
Activities & Opportunities to Connect	Targets met or exceeded	<p>Completed (9) Deferred/Cancelled (1) Continuing in 2020-21 (17)</p>
Places for People & Nature	2 of 5 targets not met	<p>Completed (13) Deferred/Cancelled (5) Continuing in 2020-21 (23)</p>
Explore Ideas & Work with Others	Targets met or exceeded	<p>Completed (4) Continuing in 2020-21 (3)</p>
Organisational Sustainability	2 of 6 targets not met	<p>Completed (17) Deferred/Cancelled (2) Continuing in 2020-21 (16)</p>

Financial Performance (Preliminary results)



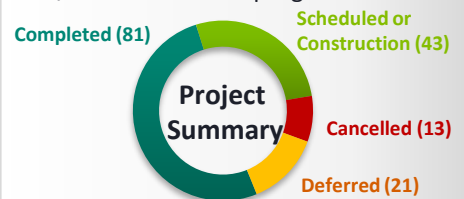
The favourable capital results have largely offset the operating deficit shown within the preliminary financial tables.

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Final results available October 2020 after completion of audit.

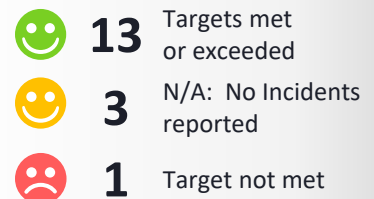
Capital Performance

- \$5.8m of infrastructure delivered in Q4
- \$1.7m of works in progress in Q4



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Customer Service Standards



Page 23

Highlights

- Continued support of the Cudlee Creek Bushfire recovery process.
- Bushfire affected residents continue to receive priority processing of development applications. In Q4, 94 of the 135 applications received have been approved.
- Continued delivery of services in spite of COVID-19 restrictions, and successful commencement of transition back to normal as restrictions ease.
- We have been receiving a significant number of compliments from the Community on both Project and Maintenance works undertaken throughout the COVID restriction period, by way of emails, phone calls, letters, and thank you cards.
- The community response to engagement and programs online has been excellent, eg: library program participants are 3 times higher at 9,300 attendees in the quarter, and the growth of our social media followers has increased 93%.
- Community engagement on the Crafers Village Mainstreet Design Guidelines continued successfully using an online meeting and engagement platform. This project is anticipated to be completed in August 2020
- Adoption of *2020-21 Long Term Financial Plan and Strategic Plan 2020-24 – A Brighter Future* in April.
- The *2020/21 Annual Business Plan & Budget* was redeveloped to accommodate the impacts of the bushfires and COVID-19. Subsequent consultation was undertaken during May / June with adoption on 30 June 2020.
- We have been successful in securing funding for many projects and recovery efforts including Bushland park, Local roads & community infrastructure program, and blackspot funding.
- We continue to work collaboratively with the State Planning Commission and are up to date on our preparations for the implementation of the new State Planning Reform Agenda and Planning & Design Code.

Risks & Challenges

- Significant impact on delivery of Council services from the bushfires and COVID-19 pandemic. Where possible, services were replaced with online programs and other options were explored to continue service delivery within restrictions. Where this was not possible, services were deferred.

2. Performance by Service Area

2.1 Community Capacity

Highlights

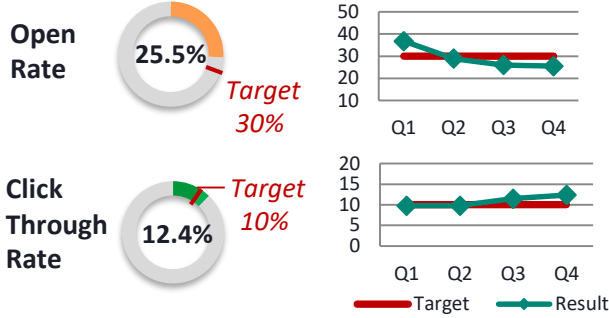
- We have continued to survey customers and monitor feedback. Results suggest there has been little to no impact customer experience arising from COVID-19 Pandemic.
- Numerous compliments have been received regarding the way the Council continued to provide services, albeit using different delivery methods, during the COVID-19 pandemic restrictions
- Maintained borrowing services in libraries throughout the COVID-19 pandemic site closures.
- Provided online library and community programs, with staff developing new skills in video/online production, presenting to camera and utilising virtual platforms for service delivery.
- Altered service delivery in the Commonwealth Home Support Program to comply with COVID-19 pandemic restrictions while maintaining regular contact with clients and offering activity packs.
- Reopened libraries, community centres and Fabrik, each with COVID-safe plans and new ways of doing things to accommodate people on site.
- Worked with community and industry event organisers to reschedule or redesign events which could not be held due to the COVID-19 pandemic restrictions.
- Continued to support the community recovering from the Cudlee Creek Bushfire, albeit with some programs and services operating virtually (including community reference group meetings).
- Successfully applied for grants to assist community, economic and environmental recovery following the Cudlee Creek Bushfire.
- Developed, for the first time, three-year funding agreements with both the Stirling Business Association and the local Regional Development Australia Board.

Issues	Action Taken	Service area
Impact of Covid-19 pandemic on projects	<p>We determined that it was not the right time to progress the following due to the Covid-19 pandemic:</p> <ul style="list-style-type: none"> • Library Services Strategy (with the pandemic restrictions bringing light to new ideas around service delivery) • Replacement of the mobile library • Community perception survey • May Business Month • Implementing the Multicultural Action Plan • Volunteer Movie Day • Developing a Disability Access and Inclusion Plan 	Multiple
Impact of Covid-19 on service delivery	<p>Restrictions associated with the Covid-19 pandemic impacted many of the directorate's services.</p> <p>Where possible, services were replaced with online programs and other options were explored to continue service delivery within the restrictions. Where this was not possible, services were deferred.</p> <p>In the later weeks of the quarter, services have begun to transition back to normal service delivery.</p>	Multiple
Impact of Covid-19 on service standards and customer experience	<p>The Council has continued to consistently meet its adopted service standards, however, there has been some build-up of outstanding customer requests (mainly attributed to the Cudlee Creek Bushfire impact on resource deployment).</p>	Multiple

2.1.1 Economic Development

Performance measures - Prosper

Open and click rates Hills Voice: Your Business e-newsletter subscriptions



Number of businesses supported by type

N/A Due to the complexity of the measure, data is not able to be collated at this time

Net Easy Score related to assistance from Council

N/A Measured every 2 years (due 21-22FY)

Growth in attendees at Business Month in May

N/A Business month in may cancelled due to COVID-19 restrictions

Related services measures - Prosper

4,058 **Businesses** in the region
11,222 **Local Jobs** in the region
1.19m **Day trips** taken to the region
\$170m **Spent by visitors**

Our Initiatives - Prosper

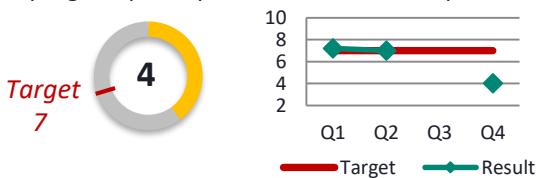
- ➔ **Regional Development Australia (RDA)**
 - We continues to support RDA requests for information on key priorities (largely infrastructure) in the region.
 - RDA has developed a COVID-19 package of recovery projects and initiatives to advocate to State and Federal Governments for support funding.
- ➔ **Adelaide Hills Tourism**
 - Funded through the Regional Tourism Bushfire Recovery grants program AHC was successful in receiving funding for the following events and infrastructure projects such as:
 - Pome Fest 2020
 - Bushland Park Trails
 - Amy Gillet Parkway
- ✗ **Business Month in May**
 - Event cancelled due to COVID-19 restrictions.

2.1.2 Positive Ageing

Performance measures - Prosper

Positive ageing wellbeing score

Average level of self-determined wellbeing of program participants reviewed in the quarter.



COVID-19 has had a severe impact on the average level of self determined wellbeing this quarter

Related services measures - Prosper

1,431 Hours of **in home support** delivered
1,424 Hours of **social support** delivered
2 **Transport trips** provided

COVID-19 has had a severe impact on the delivery of transport and social support

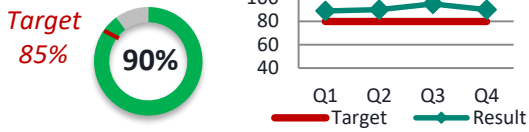
Our Initiatives - Prosper

- 😊 **Positive Ageing wellbeing**
 - Wellbeing measures have been implemented for older residents accessing Commonwealth Home Support Services as a means of monitoring wellbeing.
- 😊 **Positive Ageing Online**
 - Website information has been updated and includes a bi-monthly positive ageing newsletter.
 - Online technology was utilised where possible to support residents isolating during COVID -19
- 😊 **Home maintenance services**
- 😊 **Collaborative sector support**
 - We developed, delivered and trained in wellness and re-ablement resources for providers.
 - We delivered “play on purpose” training and an SA Health strategic planning workshop.
- ✗ **The Brain Hub**
 - This project has been taken as far as practicable based on buy in from local libraries. It will be considered in the future if an appropriate opportunity presents itself.
- 😊 **High Tea Dance**

2.1.3 Community Development

Performance measures - Prosper

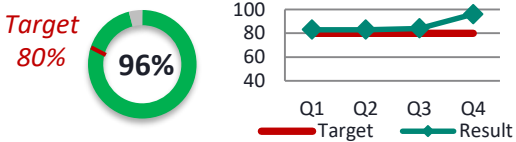
Percent of community centre participants with increased social connections



Participants who agree the programs/events have increased their feeling of connection



Community centre participants who would use the knowledge/skills gained in future

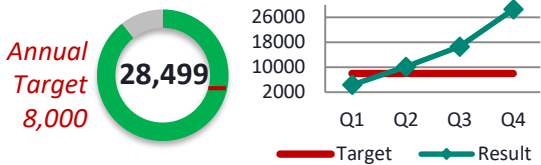


Self reported wellbeing measure

N/A Measure to be developed post bushfire and COVID-19 priorities

Performance measures - Connect

No of attendees at Adelaide Hills Community Programs



Related services measures - Prosper

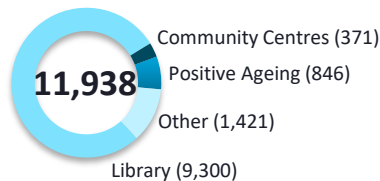
186 YTD Registered **AHC Volunteers**

Nil **Community leader workshop's.** Workshops cancelled due to low levels of interest.

No of volunteer hours by service type



No of attendees at community programs by service type



Our Initiatives - Prosper

- ➔ **Community Grants**
 - 29 Community development grant applications received to total value of \$61758
 - 21 approved to value of \$44109
- ➔ **Volunteer movie day**
 - Event deferred to late 2020 due to COVID-19
- ➔ **Regional health planning initiatives**
 - Due date for the next Public Health Plan has been extended due to COVID-19 disruption.
- 😊 **The Hut partnership**
- ➔ **Disability planning**
- 😊 **Outreach Programs**

Our Initiatives - Organisation

- 😊 **Volunteer management capacity and capability**

Our Initiatives - Connect

- 😊 **Volunteer engagement**
 - Improvements to volunteer engagement processes including new features such as online volunteer recruitment and induction.
- ➔ **Volunteer Connect**
- 😊 **Community External volunteering support**
- 😊 **Community Leadership**
 - Programs have been incorporated into community centres and other program delivery
- 😊 **The Uraidla Red Shed**
- 😊 **The Gumeracha Greed Shed and Op Shop**

2.2.4 Creativity and Arts & Heritage Hub

Performance measures - Connect

Attendance at Fabrik program, events and workshops





Percent of available studio spaces occupied



Related services measures - Connect

97 Artists and creative businesses supported

Our Initiatives - Connect

-  **Establish an Arts & Heritage Hub**
-  **Develop Stage 1 of Fabrik Arts and Heritage Hub**
 - Continued progress on developing design concepts and seeking development approvals

2.1.5 Cultural Development

Performance measures - Connect

Staff training participants who have increased appreciated of Aboriginal heritage and culture

N/A Training cancelled due to bushfires and COVID-19 restrictions





Percent of residents who view the Adelaide Hills as a welcoming and inclusive community

N/A The Community Perception Survey cancelled due to impacts of the Cudlee Creek Bushfire and COVID-19

Related services measures - Connect

- Nil** Cultural awareness staff training sessions held this quarter.
- 68** Arts activities and events held including 10 exhibitions, 4 music performance events and 54 arts workshops and activities across community centres and Fabrik
- 4** Events and programs were held celebrating Cultural Diversity

Our Initiatives - Connect

-  **Multicultural Action Plan**
 - Harmony picnic cancelled due to COVID-19
-  **Reconciliation Action Plan**
-  **Arts Action Plan**
 - An Arts Register was investigated but deemed not required at this time.
 - Arts & Heritage Collection Policy to be considered by Council at July meeting Arts
 - Public Art Strategy to be written in 2020/21
-  **Public Art Acquisition**
 - Birdwood Weighbridge project completed
 - Gumeracha project in progress completion by end July,
 - Coolamon Project awaiting direction from community on installation

2.1.6 Library Services

Performance measures - Connect

Overall satisfaction with Library Services across the financial year



Annual statistics on library usage

Library visits per capita compared to state Average
Annual Target >30%



Library loans per capita compared to state Average
Annual Target >13%



*2020-21 state data not available until March 2021

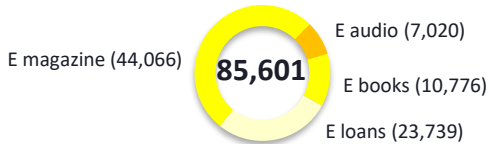
Related services measures - Connect

32,614 Physical visitors to all Library branches

116,309 Website visitors

168,986 Total print and audio-visual loans

No of electronic loans by type



No of library program participants (online)



Our Initiatives - Connect

- ➔ **Digital learning**
 - Much of the digital learning program happened online in Q4.
- ➔ **Mobile library project**
- ➔ **Library strategic plan**
 - Alternative service approaches during the quarter due to COVID-19 pandemic has provided an opportunity to identify new priorities for inclusion in the strategy.
- ➔ **Social inclusion project**
- ➔ **Local history online**
- 😊 **Digital Literacy services**
 - We have a part time resource to meet the gap in services resulting from the digital hub closure
- ⊗ **Gumeracha Civic Centre 20th Anniversary**
 - Deferred due to COVID-19 rules on public gatherings

2.2.7 Youth Development

Related services measures - Connect

43 Attendees in online youth development workshop/activities.

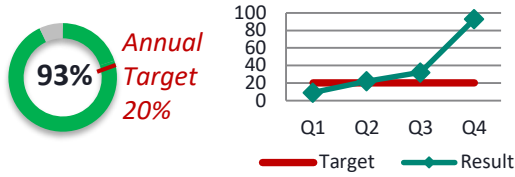
Our Initiatives - Connect

- 😊 **Youth leadership program**
 - The 2019 Youth Leadership Program participants have completed the full program and graduated with a ceremony that they coordinated.
 - Some of the graduates have decided to remain with the program as mentors for the next round of youth who have commenced the program in June 2020.
- ➔ **Implement Youth Action Plan**
 - Due to unavoidable priorities in Council meeting agendas, adoption of the plan has been deferred to 2020-21 FY.

2.1.8 Community Engagement, Communications and Events

Performance measures - Explore

Growth of Adelaide Hills Council's social media community (followers)



This includes the addition of new platforms

Satisfaction with Council's consultation and engagement efforts

N/A

The Community Perception Survey was cancelled in 2019-20 due to the impacts of the Cudlee Creek Bushfire and COVID-19

Related services measures - Explore

Community Engagement Opportunities

All **Community forums** were cancelled due to COVID-19. We are arranging the rescheduling of the cancelled forums for Mylor, Basket Range and Birdwood in 2020-21 FY

Nil **Face to face engagement** was undertaken for Council projects due to the bushfires and COVID-19.

8 **Online engagement opportunities** available. There were 7,800 visitors to our engagement platform and 170 new registrations.

There were 289 engaged participants via the online engagement platform. This is the number of people that completed a survey, completed quick polls, asked questions, placed pins, contributed ideas or contributed to forums.

Events

104 **Community and other external events** were supported across the financial year.

22 **Events** were cancelled due to COVID-19 over March to June 2020

4 **Events** were cancelled due to extreme heat and bushfire in December 2019

Our Initiatives - Explore



Digital and social media

- Council's digital e-newsletter community grew by 83% with major increases from our Engagement platform and the Library.
- Our social media audience increased by a total of 93%, which included the addition of several Facebook and Instagram platforms, and YouTube for Council and Libraries.
- Our corporate Facebook page audience increased by 44%, Twitter by 3%, Instagram by 45%, and LinkedIn by 57% in the past 12 months.
- Our e-communications subscribers increased by 83%, bringing the total increase in our digital community to 87%.



Marketing & Communication Plan



Review Community Consultation Policy and Community Engagement Framework

- The Community Consultation Policy has been updated and planning has begun on engagement to inform the Community Engagement Framework



Video

Our Initiatives - Connect



Events

- Most community and industry events were cancelled in Q4 due to the COVID-19 pandemic but we had a strong focus on safety advice and updates on the implications for event organisers, as well as planning for future events.



Support for small events

- Our ability to support events was severely restricted by the COVID-19 pandemic.
- We created social distancing signage for use by event organisers.



Women's Tour Down Under

- Council continued to work with TDU organisers on scoping potential involvement in 2021 and beyond.

Our Initiatives - Organisation



Crisis communication plan

- The Plan is currently in draft form for review and final version will be completed in the first quarter of 2020-21.



Community Perception Survey

- Survey was deferred to first quarter of 2020-21 due to COVID-19



2.1.9 Customer Service

Performance measures - Organisation

Customer Net Ease Score (NES)

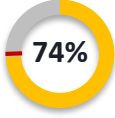
Annual
Target
50



Possible scores
are from
-100 to 100

Overall customer satisfaction

Annual
Target
75%



Related services measures - Organisation

100% **Service standards achieved** – 13 of 13 service standards met their targets. 3 measures had no reportable incidents.

Our Initiatives - Organisation

 Front line customer service delivery

2.1.10 Organisational Innovation

Our Initiatives - Organisation



CRM integration

- Integration between CRM and confirm completed resulting in automatic forwarding of customer requests to teams in the field.
- Further integration planned for 2020-21



Customer satisfaction measurement

- Customer satisfaction mechanism, including survey and reporting methodology implemented. Surveys have been developed to measure customer experience at both the first point of contact and when a request or enquiry has been resolved.



Knowledge management

- Knowledge Bank created for staff on Council's intranet. Over 100 articles published with strategies in place to continue developing and updating articles.

2.2 Corporate Services

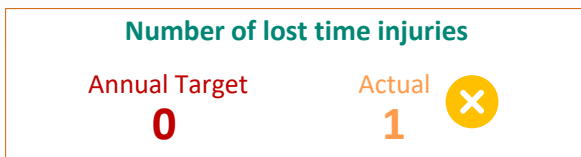
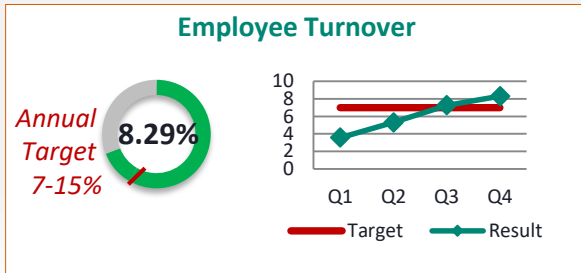
Highlights

- The final 2020-21 Long Term Financial Plan was adopted by Council at the 28 April 2020 meeting
- Council adopted (Res: 69/20) the final Strategic Plan 2020-24 – A Brighter Future at its 28 April 2020 meeting.
- The 2020/21 Annual Business Plan & Budget was redeveloped to accommodate the impacts of the bushfires and COVID 19. Subsequent consultation was undertaken during May / June with adoption on 30 June 2020.
- The property and rating system was updated with the 2020 revaluation incorporating any new developments and rate modelling completed to enable adoption of a revised Rating Policy on 30 June 2020
- There has been a significant increase in the volume of Section 7s and Copyright requests given the impacts of the bushfires and COVID. These have been managed within agreed timelines

Issues	Action Taken	Service Area
Multifunction Device Renewal	With the ICT Team involved in Organisational support and activities related to COVID-19, this project has been deferred 12 months.	ICT
Public Toilet Review	Resourcing impacts of the Cudlee Creek Bushfire and Covid-19 have prevented progression of this project.	Property
Local Government Reform	Reform Bill introduced into Parliament in June. Council will develop a submission and advocacy plan.	Governance

2.2.1 Organisational Development and Workplace Health & Safety

Performance measures - Organisation



Related services measures - Organisation

194.04 Full Time Equivalent (FTE) Employees working in the organisation as at 30 June 2020.

Our Initiatives - Organisation

- Work Health and Safety (WHS) People Leader Development**
 - Further training was provided to develop People Leaders' WHS knowledge. Preparation on a draft induction process through Skytrust has commenced and will be finished in the 2020-2021 year.
- Implementation of a new WHS system (Skytrust)**
 - Work includes all worksite inspections, new employee inductions, safe operating procedures, managing all health and safety committee documents and actions, and working from home e-learning
- Develop training for employees in Public Officer responsibilities**
- Review 4x8 Performance Process**

2.2.2 Financial Services

Performance measures - Organisation

Annual Key Financial Targets and Sustainability

	Target	Actual
Operating Surplus Ratio	0-10%	N/A
Net Financial Liabilities Ratio	0-100%	N/A
Asset Renewal Funding Ratio	90-110%	N/A

Will not be available until audited financial statements completed in October 2020

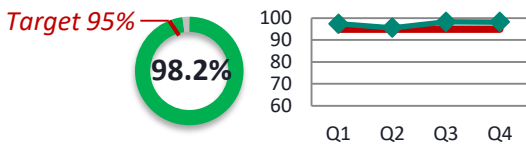
Our Initiatives - Organisation

-  **Budget development including rating strategy and fees and charges consideration**
 - Final adoption of the Annual Business Plan and Budget occurred at a special council meeting on 30 June 2020
-  **Development of 2020-21 Long Term Financial Plan**
 - The final *2020-21 Long Term Financial Plan* which covers a 10 year period, was adopted by Council at the 28 April 2020 meeting
-  **Annual financial statements for 2018-19 FY**
-  **Sale of land**
 - 28 properties relating to either deceased estates or where rate notices had been unable to be delivered for many years have been identified for action by Property Services over the 2020-21 FY.

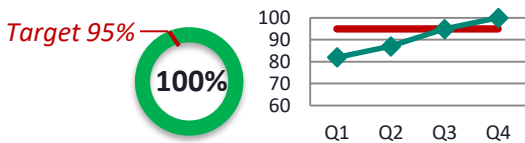
2.2.3 Governance

Performance measures - Organisation

Decisions (Council resolutions) considered in open session



Council member attendance at ordinary meetings for the period







Related services measures - Organisation


Governance requests

Section 7 search requests	206
Percent of Section 7 completed within legislative timeframe	100%
Freedom of information (FOI) requests	4
Percent of FOI requests completed within legislative timeframe	100%
Percent of Ombudsman investigations upholding Council's decisions	1

Our Initiatives - Organisation

-  **Delegations management system upgrade**
-  **Strategic Plan review**
 - Council adopted (Res: 69/20) the final *Strategic Plan 2020-24 – A Brighter Future* at its 28 April 2020 meeting.
-  **Service Review Framework**
-  **Performance Benchmarking**
 - Council did not participate in the 2019-20 round of the LG Performance Excellence Program due to the establishment of the in-house quarterly performance reporting regime.

Our Initiatives - Explore

-  **Boundary reform provision**
 - Meetings between the AHC and neighbouring council Mayors and CEOs are underway to discuss the draft review outcomes.
 - It is anticipated that the final consultant's report will be considered by Council at its August 2020 meeting.


2.2.4 ICT & Information Systems Services

Related services measures - Explore

- 100%** **System availability** (Server uptime)
- 66%** **Serviceability rating** – 139 Service Level Agreements not met vs 411 closed tickets

ICT Helpdesk	
Number of requests logged	595
Number of requests resolved	637
Number of requests closed within 1 day	411 64.5%

Our Initiatives - Organisation

-  **Multifunction Device Renewal**
 - With the ICT Team involved in Organisational support and activities related to COVID-19, this project has been deferred 12 months.
-  **Tablets, laptops and computers renewal**
-  **Server storage and switching**
-  **Implementation of organisational information**
 - Work continues with departments to migrate work functions into the Records Hub system.
-  **Destruction of hard copy records**
-  **Hard copy records digitisation**
-  **Information management system integration**
 - Work has been undertaken to scope out and quote for a data migration of information from the TRIM Information Management System into SharePoint.




2.2.5 Cemeteries

Related services measures - Place

Number of issued interment rights and burials/interments

Total	52
Transfers	9
Interment rights	16
Burials	16
Interment of ashes	11

Our Initiatives - Place

-  **Cemetery review**
 - Initial focus has been on the Stirling Cemetery and investigating options for additional space to meet community needs. Following the decision by the Native Vegetation Council, further work needs to be undertaken to progress a position on grave re-use.
-  **Stirling Cemetery Masterplan**
 - Deferred until decision made by the Native Vegetation Council about possible expansion areas. Given that no vegetation clearance has been approved, a masterplan may not be required.
 - A Heritage Plan for the cemetery is required and will be progressed.
-  **Survey and aerial mapping of cemeteries**

Our Initiatives - Organisation


-  **Cemetery management system**

2.2.6 Property Services

Related services measures - Place

- 42** Leases/licenses that are **expired** and in holding over
- 61** **Community facility leases/licenses**
- 9** **Sites, buildings and structures** are managed and maintained by Council
- 61** **Buildings on Council land** are managed by community organisations


Our Initiatives - Prosper

-  **Bridgewater Village – variance of trust arrangement**
 - Application has been lodged with the Attorney-General for consideration

Our Initiatives - Place

-  **Maintenance of commercial tenancies**
-  **Crown land review**
 - Consultation reports are being prepared for each Crown Land parcel and further community consultation will be undertaken to meet the requirements of the Local Government Act 1999.
-  **Unmade road review**
-  **Public toilet review**
 - Resourcing impacts of the Cudlee Creek Bushfire and Covid-19 have prevented progression of this project.
-  **Retirement village refurbishments and upgrades**

Our Initiatives - Connect

-  **Divestment of commercial tenancies (Fabrik)**
 - Further investigations undertaken including a site valuation, proposed fire service separation of buildings and structural assessments.

Our Initiatives - Organisation

-  **Community land register and management plans**

2.3 Infrastructure & Operations

Highlights

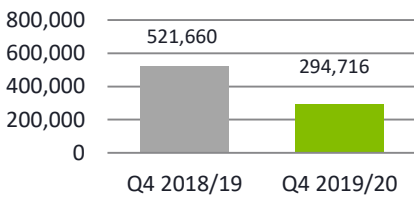
- Council has been receiving a significant number of compliments from the Community on both Project and Maintenance works undertaken, by way of emails, phone calls, letters, and thank you cards. Wonderful acknowledgement from our residents and community, which is greatly appreciated.
- **Heathfield Netball Courts** – Renewal works have been completed with the new surface laid, fencing and painting finished, and the new lights fully functioning.
- **Mobile Muster Award** – The Adelaide Hills Council was named the State’s top mobile phone recycler at the Mobile Muster Local Government Awards this year after helping the Community divert over 100kg of mobile phone parts from Landfill since May 2019.
- **New Footpaths and ramps** – Works completed in Gumeracha, Heathfield and Aldgate have received positive feedback from the Community.
- **Milan Terrace Pedestrian Crossing** - This new asset provides outstanding pedestrian safety on a road that has almost 4,000 vehicle movements a day combined with high pedestrian interaction.

Issues	Action Taken	Service area
Tree Clearance	Significant time has been spent by a staff across the Infrastructure & Operations directorate in response to a range of Cudlee Creek Bushfire clean-ups, tree assessments, waste management, general resident support and road clearance	

2.3.1 Sustainability

Performance measures - Place

Decrease Council’s Kilowatt hour use and increase solar PV generation



When comparing our usage to Q4 2018-19, this shows a usage reduction of **43.5%**, however, much of the Q4 data is not available as yet and therefore the Kw are low and inaccurate

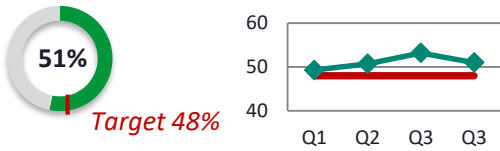
Our Initiatives - Place

- ☺ **Design and implement Water Sensitive Urban Design (WSUD) initiatives at the Woodside Recreation Ground**
- ✘ **WSUD Training**
 - Cancelled due to COVID-19
- ➔ **Turf and irrigation design and management plan**
- ☺ **Community energy program (CEP)**
 - Council resolution identified resources developed under the program will be published for use by the community, industry and local government sector
- ✘ **CEP website and promotion**
 - Resource available as above. No additional website needed.
- ➔ **Investigate water reuse for Woodside Recreation Ground irrigation**
- ✘ **Investigation into circular economy products for inclusion in Council’s capital and operational works**
 - Project deferred as Circular Economy pilot project is underway.
- ✘ **Smart living workshops**
 - Sustainability workshops will continue in 2020-21 FY

2.3.2 Waste & Resource Recovery

Performance measures - Place

Diversion rate of recyclable material away from landfill



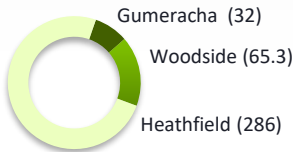
Related services measures - Place

16 Waste online community education sessions held

321 Attendees at community education sessions

16,500 Properties where waste was collected

Tonnes of green organics collected



Our Initiatives - Place

- ➔ **Kerbside bin audits**
 - Kerbside audits were undertaken in Lobethal, Bridgewater and Ironbank with further resourcing for 2020-21 FY
- 😊 **Domestic kerbside collection**
- ➔ **Landfill waste reduction**
 - Bin audits indicate an annual diversion rate of 50.9% which is an improvement on 2018-19 rate of 47%
- ➔ **Solar/smart bins pilot**
 - Stirling and Lobethal bins will be in place for 6 months then the results evaluated.
- ➔ **Waste management and recycling**
 - Key outcomes achieved include opening of the Household Hazardous Waste Facility at the Heathfield Resource Recovery Centre, and participation in the Circular Procurement Pilot in conjunction with eight other councils and the Local Government Association.
- ➔ **Green Waste scoping study**

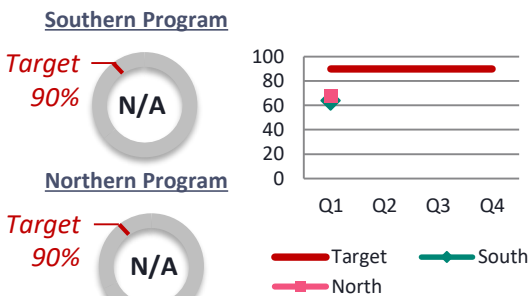
Our Initiatives - Prosper

- 😊 **Green organic drop off days**

2.3.3 Open Space Operations

Performance measures - Place

Delivery of Arboriculture (Tree) Zone Maintenance Program



Data unavailable due to ongoing pressure from Cuddlee Creek Bushfire

Related services measures - Place

Number of customer requests

Parks, Gardens and ovals	40
Gardens	1
Ovals	5
Parks & reserves	20
Parks, gardens & ovals	14
Playgrounds	6
Maintenance	4
Upgrades & general enquiries	2

Our Initiatives - Place

- 😊 **Elm leaf beetle treatment**
- 😊 **Veteran tree management**
 - Pruning of large, high value trees is carried out on an ongoing basis with a focus on trees in high traffic areas.
- 😊 **Asset protection zones**

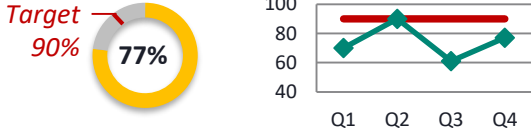
Our Initiatives - Explore

- 😊 **Fleet & plant management**

2.3.4 Civil Services

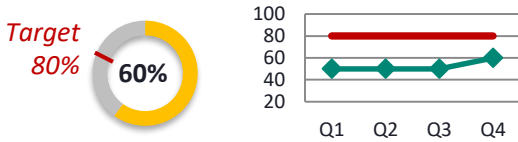
Performance measures - Place

Delivery of capital works program



Some of larger projects such as the Gumeracha Main Street project will continue in 2020-21 FY contributing to the Q4 result.

Operational tasks completed within the Civil Zone Maintenance Program



Increasing rollout of in-field devices for scheduling works will improve results overtime.

Related services measures - Place

Number of civil maintenance requests

Roads & Footpaths	405
Driveway crossover	13
Footpaths	51
Roads	243
Safety concerns	38
Signs	53
Street lighting	7
Stormwater & Sewerage	174
Flooding & blocked drains	84
Septic & community waste waster	5
Stormwater & drainage	85
Trees & Environment	445
Creek/water catchment	3
Mulch request	17
Road verges	17
Trees	357
Vegetation	0
Weeds	35
Environment	13
Overgrown grass	3

Our Initiatives - Place



Project management manual

- A first draft Project Management Framework has been completed
- Broader consultation on the draft is planned for first quarter of 2020-21.

Our Initiatives - Explore



Online maintenance program

Our Initiatives - Organisation



Capital project delivery

2.3.5 Biodiversity and Habitat Conservation

Related services measures - Place

No of Native Vegetation Marker System (NVMS) sites assessed



30 BushRAT assessments completed at 14 NVMS sites in Q4

No of Woody Weed Control Program sites completed



8 prescribed burns completed in Q4 and 1 new site proposed for 2020-21.

Our Initiatives - Place



 **Implement the 2019-2024 Biodiversity Strategy**

2.3.6 Emergency Management

Related services measures - Organisation






1 **Test of Emergency management plan** completed in November 2019 with it applied during the Cuddlee Creek Bushfire in December 2019 .

Our Initiatives - Organisation

-  **Emergency management plan consultancy**
 - A bushfire Site and Services Review has been completed resulting in a number of changes to service provision on extreme and catastrophic fire danger days.
 - Bushfire Safety and Survival Plans have been completed for each of Council sites.
-  **Emergency management planning**
 - The Incident Operations Manual was completed including establishment of an Incident Management Team. Work recommenced on development of the Emergency Management Plan.

2.3.7 Community Wastewater Management System (CWMS)

Our Initiatives - Place

-  **CWMS Asset management**
-  **Legislative and regulatory compliance**
 - CWMS Safety Reliability Maintenance Technical Management Plan is approved by the Office of Technical Regulator.
-  **Septic tank de-sludge program**
-  **Community Wastewater Management System (CWMS) review**
 - Stage 1 of the CWMS Review is completed
-  **Supply of recycled water**
 - Birdwood Park supply identified for review and update.

2.3.8 Sport & Recreation Management

Related services measures - Place

100% of Council Owned Sporting Grounds were in good condition and therefore available for use throughout the year.

Community and Recreation Facility Grants

18 Grants were awarded

\$105,000 Grant money provided via Council funding

\$1.48m Grant money provided via external funding

Our Initiatives - Prosper

-  **Club development workshops**
 - Workshops were not progressed due to the impacts on Covid-19, however, a new series of workshop opportunities will be provided in 2020/2021.
-  **Play space upgrades**
 - The upgraded play spaces at Birdwood & Paracombe were completed in December 2019.
 - Consultation for the play space upgrades at Charleston, Mount Torrens & Kersbrook has been completed, & Data has been used in tender documents.

Our Initiatives - Place

-  **Community & recreation facility grants**
 - Council supported 18 groups and their associated facilities through the Community and Recreation Facility Grants program this year and provided \$105,000 for community projects.
-  **Sport & recreation master planning projects**
 - Master planning processes continue to develop & progress at the key sites of: Heathfield Oval, Woodside Recreation Ground & Gumeracha Oval & Federation Park.

Our Initiatives - Connect

-  **Community & Recreation Facility Framework**

Our Initiatives - Organisation

-  **Sport and recreation officer**

2.3.9 Asset Management



Related services measures - Place

86% of assets were renewed in line with the Asset Management Plan renewal schedule

Our Initiatives - Organisation

-  **Asset management plan review**
 - Asset strategy consideration from the external review were incorporated into the asset components for road pavements and updating of associated transportation asset management underway.

Our Initiatives - Place

-  **GIS integration**
-  **Confirm asset management**
 - Asset inspections and defect data collection across our retaining walls and safety barrier assets was completed in this quarter.

2.4 Development & Regulatory Services

Highlights

- The Wastewater Impact on the water catchment Project continued to be put on hold due to COVID-19 restrictions and will recommence later in the year when restrictions ease and SA Water have re-evaluated the future direction of the Project
- The Food safety program for businesses and community organisations has been offered as an online platform due to COVID-19 restrictions
- The Development Services team continued to give priority to the processing of development applications from bushfire affected residents and approved 94 (69%) of the 135 applications received by the end of the Quarter.
- Staff continued to work collaboratively with the State Planning Commission on preparations for the implementation of the State Planning Reform Agenda and Planning & Design Code, anticipated to go live in September this year. Further the Development Services team have completed all necessary tasks (e.g. delegations, policies & procedures) that could be completed during the quarter in preparation for implementation for the new Code.
- Council's inaugural Local Heritage Places Community Grants were awarded to 6 recipients for the upgrading and maintaining of such places which will occur in the coming months.
- The UNESCO World Heritage Project Expert Review undertaken by the City of Adelaide was received in mid-June and is being reviewed by staff. Further discussions with the City of Adelaide regarding the review findings will be undertaken in 2020/21 at which time the next steps for the project will be determined.
- Preparations for the forthcoming implementation of Cat Confinement rules continued with staff reviewing draft designs for the cat cages at Council's pound in Heathfield. This project will continue into 2020/21.
- Community engagement on the Crafers Village Mainstreet Urban Design Framework continued successfully despite COVID-19 restrictions using an online meeting and engagement platform which worked very well. This project is anticipated to be completed in August 2020.

Issues	Action Taken	Service area
Impact of COVID-19 resulting in the Wastewater Impact survey on the water catchment project being put on hold	This Project continued to be put on hold and will recommence as soon as the restrictions are lifted and SA Water have re-evaluated the future direction of the project.	Environmental Health
In person Food Safety training impacted by COVID-19 restrictions	Food Safety Training launched using an online platform to enable businesses & community groups to still receive the training during COVID-19 restrictions.	Environmental Health
Community Education on local nuisance and litter control matters delayed	This project will commence as soon as the EPA concludes its minor review of the Local Nuisance & Litter Control Act.	Regulatory Services
COVID-19 restrictions required a change in approach to the community engagement process for the Crafers Village Mainstreet Urban Design Framework	Staff implemented an innovative online meeting and engagement platform which was very successful in obtaining community and stakeholder views regarding the future urban design elements of the Crafers Village Mainstreet.	Policy Planning

2.4.1 Public Health Services

Related services measures - Prosper

Wastewater Applications

- 67** Applications **lodged**
- 60** Applications **Assessed and Approved** within 2-4 weeks of receiving all information
- 7** Applications **awaiting further information** to be finalised.

Compliance rate of Food Premises at time of inspection





27 of the 30 Food Premises Inspections conducted were compliant.


3 premises had minor non-compliance issues and at follow up inspections were found to be compliant.

267 Food businesses have been inspected over 2019-20 FY


Our Initiatives - Prosper

-  **Process waste water system applications electronically**
-  **Aerobic waste water system inspections**
 - This project was put on hold due to COVID-19 restrictions as it involves cold calling owners of such systems. As a result, this project will be rolled over in the 2020/21 FY.


Our Initiatives - Place

-  **Investigate impact of wastewater system on catchment**
 - Project was placed on hold due to COVID-19 and will continue in the 2020/21 Financial Year depending on SA Water's directive in this regard as SA Water is assessing the future direction of the Project.

Our Initiatives - Connect

-  **Food safety training**
 - The in person training program was stopped due to COVID-19 and replaced by an online platform through Council's website.

Our Initiatives - Organisation

-  **Conversion of files to electronic files**
 - This project is ongoing as there are a number of old wastewater files that need to be digitised. At present only those old wastewater files associated with a new applications are converted to e-files as part of the process to enable assessment of these applications which are now lodged electronically.

2.4.2 Regulatory Services

Related services measures - Place

1 **Private property inspected** as part of fire prevention activities

Number of customer requests

Dog management activities	65
Dog pick up	10
Dog return to owner (non-impounded)	3
Wandering	25
Dog attack & harassment	11
Barking dogs	16
Other	0
Non-dog animal management	5

22.8% **Dogs are collected and returned owner prior to impounding** across the full financial year

Nuisance & litter queries

Total reported	31
Noise	10
Air pollution	7
Littering	4
Nuisance	4
Vandalism/damage	6
Percent resolved	86.45%

Our Initiatives - Place

-  **Dog and Cat Animal Management Plan (DCAMP) implementation**
 - This project will commence with a community education and awareness program in 2021 in the lead up to the commencement of the cat confinement requirements on 1 January 2022. Staff are also looking into the establishment of cat holding cages at Council's Heathfield Dog Pound.
-  **Cats By-law review**
 - This is only scheduled to be done in 2021/22 FY
-  **Community education on local nuisance and litter control matters**
 - This project will commence as soon as the EPA concludes its minor review of the Local Nuisance & Litter Control Act. Council submitted its comments to the EPA on 4 October 2019 and is awaiting the outcome of that Review.

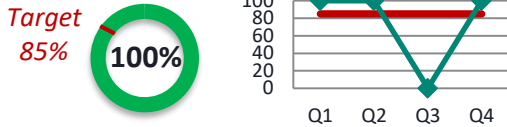
Our Initiatives - Prosper

-  **Review of Council fire prevention & mitigation activities**
 - Staff have received the draft consultant's report into the review of Council's activities in this regard and are reviewing the report and its associated recommendations.

2.4.3 Planning & Development Services

Performance measures - Prosper

Applicant satisfaction with the development application process



Minimal survey responses being received but those received are 100% positive

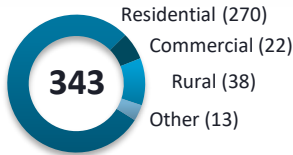
Related services measures - Prosper

There has been an increase in development applications, values and daily average for Q4 compared to Q3, but these have reduced overall for the year despite the pressures of bushfire and COVID-19 impacts.

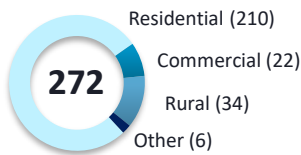
\$54.8m Aggregated estimated value of applications lodged

85 Day average for approval of applications.

No. of development applications lodged



No. of development applications approved (Planning consents only)



Our Initiatives - Prosper

-  **Electronic development application assessment (Stage 2)**
 - New Register to be live by early August 2020
-  **United Nations Educational, Scientific and Cultural Organisation (UNESCO) World Heritage Bid**
 - Further progress of the Bid has been waiting on the outcome and recommendations of an Expert Review undertaken by the City of Adelaide. The intent is to collaborate with the City of Adelaide to progress a joint bid.
-  **State's planning reform agenda**
 - The Draft Local Design Review Scheme was released by the Office of Architecture and Design SA (ODASA) for comment in late June 2020. Phase 3 of the State's Planning & Design Code is still anticipated to go live in September 2020.
-  **Conversion of Council's Development Plan**
 - The State Planning Commission's 'What We Heard Report' for Phase 3 Councils was released in late June. This document acknowledged several of the local policy issues from our submission along with a whole range of more general issues shared with neighbouring and metropolitan Councils more broadly.
-  **Review of development application assessment process**
 - All targeted development processes under the Development Act have been reviewed and new procedures are in place.
-  **Building Compliance Officer**
 - An additional building officer was appointed and commenced in October 2019.
-  **Local heritage fund**
 - On 26 May 2020 Council awarded six grants to recipients for the upgrading or maintenance of local heritage places. These works will be undertaken in the coming months.

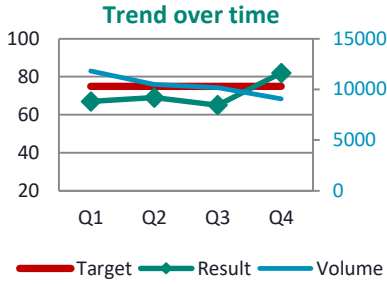
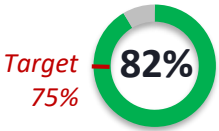
3. Customer Service Standards

5.1 General Customer Standards

Answering Incoming Phone Calls

Volume of calls = 9,078

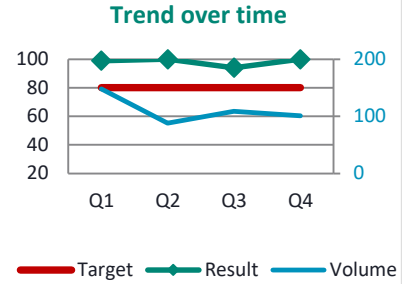
Contact centre calls answered within 30 sec



Updating Customer Details

Volume of updates = 101

Details updated within 5 days



5.2 Service Specific Standards – Time Based Indicators

New Event Applications

Volume of applications = 1

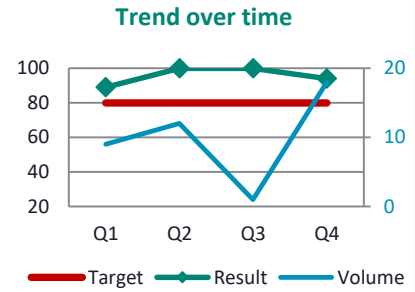
Acknowledgement of receipt within 5 days



Illegal Burning Complaints

Volume of complaints = 18

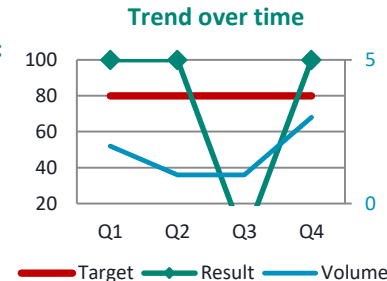
Investigated within 24 hours



Health Complaints

Volume of complaints = 3

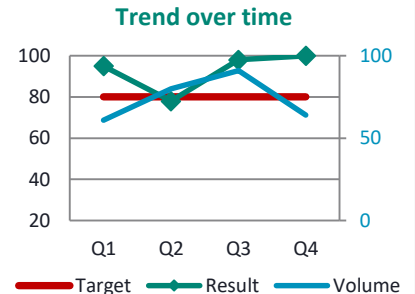
Contact centre calls answered within 30 sec



Illegally Dumped Rubbish

Volume of reports = 64

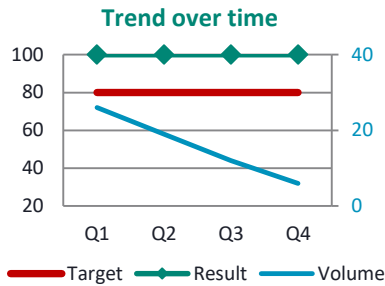
Rubbish removed within 3 days



Library Services

Volume of requests = 6

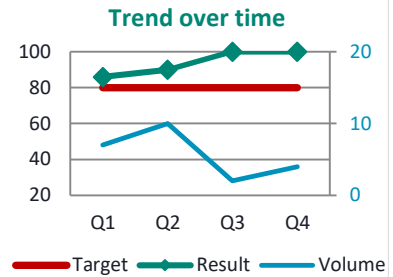
Response to requests to purchase materials within 10 days



Dog Attacks

Volume of attack reports = 4

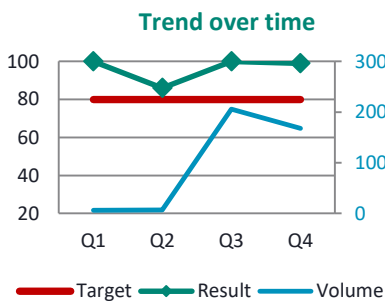
Response within 24 hours



Wasps

Volume of reports = 168

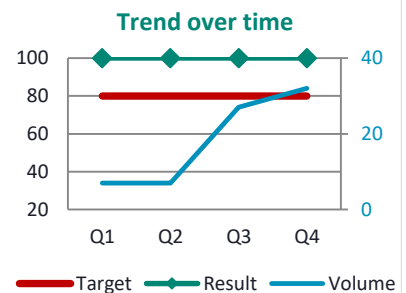
Investigate and action within 7 days



Development Applications

Volume of applications = 32

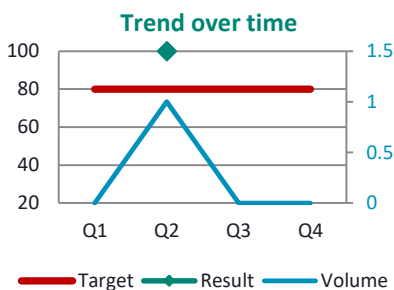
Approval of fast track development applications within 28 days



Missed Bins

Volume of requests = 0

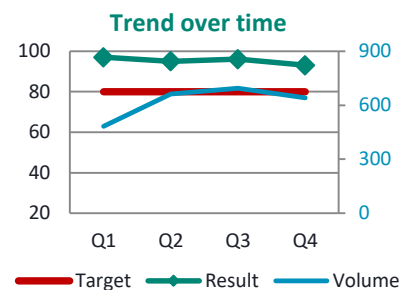
Missed bins collected within 2 days



Request for Bin Repair or Replacement

Volume of requests = 640

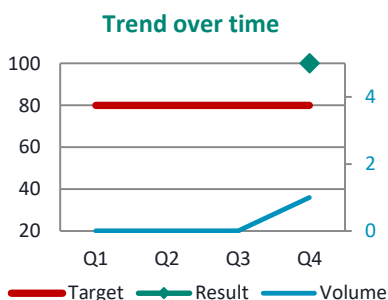
Requests actioned within 7 days



Footpath Repairs - Hazardous

Volume of repairs = 1

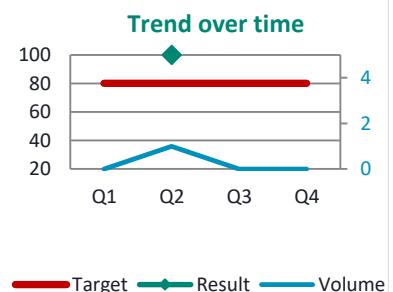
Responded and made safe within 24 hours



Road Repairs - Hazardous

Volume of repairs = 0

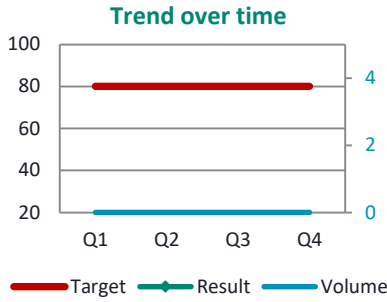
Responded and made safe within 24 hours



Stormwater Repairs - Hazardous

Volume of reports = 0

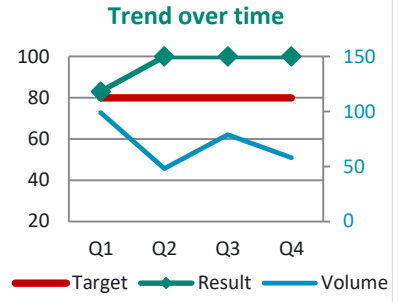
Responded and made safe within 24 hours



Trees - Hazardous

Volume of reports = 58

Responded and made safe within 24 hours

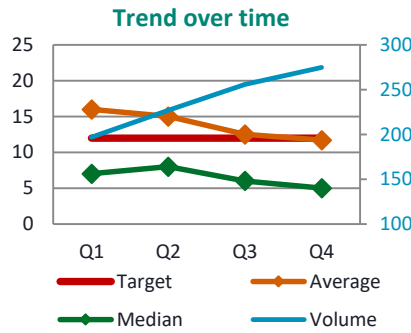
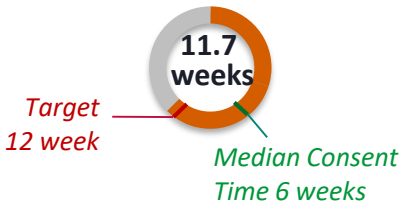


5.3 Service Specific Standards – Other Indicators

Development Applications

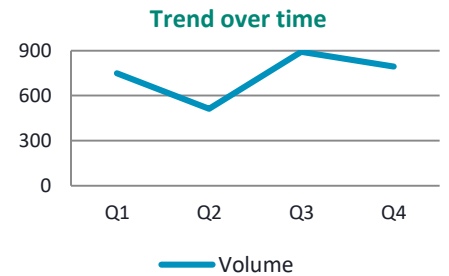
Volume of applications = 275

Average consent time from date of receipt



Low Risk Infrastructure Requests – Number of New Requests

Volume of new requests = 795



Low Risk Infrastructure Requests – Average Time to Resolve

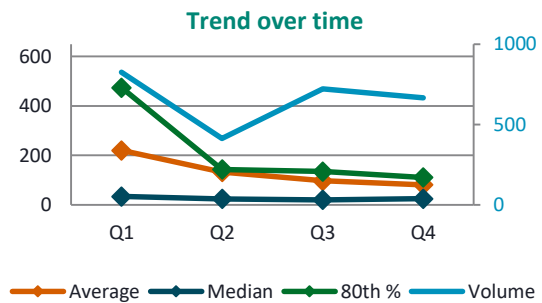
Volume of Requests = 665

Resolution time of requests

Average = 81 days

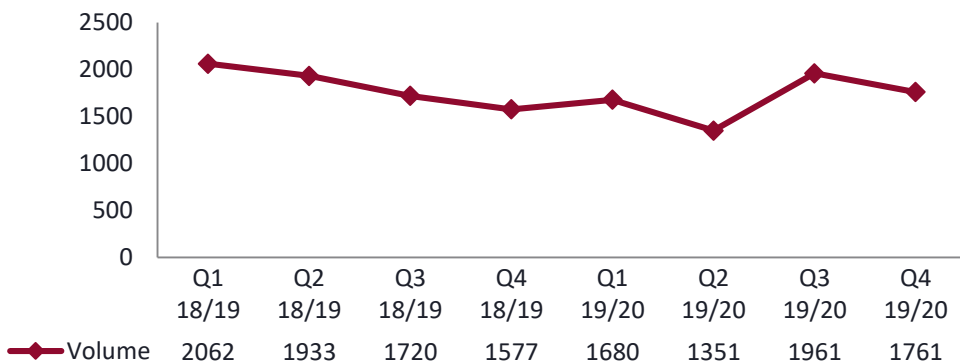
Median = 25 days

80th Percentile = 111 days



Overall Volume of Requests

Trend in volume of requests/customer cases for which there is an adopted service standard, excluding the volume of phone calls



4. Capital Works Program Performance

4.1 Capital Performance

Quarter 4 of 2019-20 FY represents the conclusion of the 2019/20 Capital Works Program, with \$5.8M of infrastructure delivered during this period and another \$1.7M of works in progress at 30 June. The primary focus of this quarter has been on completing projects underway as well as undertaking preliminary scoping works for 2020/21 FY projects.

Highlights

- Works have commenced to underground power lines along the main street of Gumeracha,
- Completed construction of a flashing light Wombat Crossing, that had been much sought after by the community,
- Sealed a portion of Winton Rd, Forreston, greatly improving access for cherry growers and their customers,
- Conducted a trial by resealing a road using high recycled content asphalt.

What's next

- Complete all projects that were in progress as of 30 June 2020,
- Undertake preliminary activities such as scoping, design and tendering for new and upgrade projects,
- Commence delivery of the 2020-21 Capital Works Program across all asset classes.

Issues (if any)	Action Taken	Owner
High water level in the Onkaparinga River as a result of SA Water pumping from Mt Bold.	Undertake additional dewatering activities for Whitehead Rd bridge.	Peter Bice
COVID-19	Project Officers have been supported to manage their projects remotely.	Peter Bice

Performance by asset class

Asset Class	% of budget spent	Update
Bridges	83%	The Whitehead Rd bridge in Mylor was renewed.
Buildings	54%	General building upgrades were conducted region wide.
CWMS	50%	The significant Woodside CWMS Gravity Main Renewal Project was commenced.
Footpaths	88%	Footpaths were renewed and/ or upgraded region wide, including Cricklewood Rd, Heathfield.
Kerb	97%	Kerb renewal works were completed along Pepper Ave in Stirling.
Other ¹	55%	Works to expand the Kersbrook Cemetery were substantially progressed.
Road Pavement	71%	Works were commenced on the Paracombe Rd Blackspot Project.
Road Seal	102%	The Sealed Roads Renewal Program was completed.
Shoulders	107%	The Shoulder Renewal program was completed.
Sport & Recreation ²	81%	Drainage and footpath works incorporating a rain garden were constructed at Woodside Recreation Ground.
Stormwater	61%	Stormwater renewal and upgrade works were completed for Kiln Ct, Teringie.
Unsealed roads	88%	The Unsealed Roads Renewal Program was completed.
Plant & Fleet	102%	Council's fleet renewal program was completed.
ICT	49%	Continued implementation of the Record Hub system.
Minor Plant & Equipment ³	99%	Various minor plant and equipment delivered.

¹ Guardrails, Retaining Walls, Cemeteries, Street Furniture, Traffic Control

² including Playgrounds

³ including library fittings

4.2 Capital Financial Performance

Capital Program Summary		Capital Expenditure against Budget	
Projects not started	0	Budget	16,526
Projects cancelled	13	Actual Expenditure	12,897
Projects deferred	21	(including Capitalised Salary Costs)	-
Projects being designed or tendered	0	Project Savings/(overspend) across projects	900
Projects scheduled or under construction	43	Projected Carry Forward	2,729
Projects completed	81	PROJECTED CAPITAL EXPENDITURE	14,867
TOTAL Projects	158		

Projects Summary

Programs Completed	<ul style="list-style-type: none"> Footpath renewal program, New footpath program, Sealed roads renewal program.
Major Projects Completed	Milan Tce Pedestrian Crossing
Major Carry Forwards	<ul style="list-style-type: none"> Work In Progress at Gumeracha Main Street and PLEC Project, Work In Progress at Woodside CWMS Gravity Main Renewal, West St Mylor.
Major Savings	NIL
Major Overruns	NIL
Significant Unfunded Projects	NIL

Projects of Interest: Gumeracha PLEC has commenced site works.

4.3 Capital Financial Performance by Asset Category*

Asset Category	YTD Actuals \$'000	YTD Budget \$'000	YTD Var Fav / (unfav) \$'000	Annual Budget \$'000
Bridges	170	205	35	253
Buildings	1,067	1,891	861	2,032
CWMS	290	581	291	625
Footpaths	956	1,086	130	1,404
Kerbing	272	280	8	301
Other – Ret Walls, Str Furniture & Bus Stops	1,064	1,859	795	2,160
Roads – Pavements	1,373	1,922	549	2,075
Roads – Seals	1,216	1,228	(28)	1,320
Roads – Shoulders	428	400	(28)	430
Roads – Unsealed	1,198	1,353	155	1,723
Sport & Recreation	873	1,084	211	1,892
Stormwater	717	1,113	436	1,228
Fleet	1,775	1,743	(32)	2,389
ICT	207	426	219	519
Library	37	44	7	47
Plant & Equipment	28	28	0	30
	12,897	16,526	3,630	18,428

*Financial performance figures are preliminary only. Final figures will be available post the financial auditing occurring in October 2020 and included in the 2019-20 Annual Report

5. Quarterly Financial Performance

5.1 Operating Performance*

	YTD Actual	YTD Budget	YTD Variance	Revised Budget
	\$'000	\$'000	\$'000	\$'000
Total Operating Income	48,126	47,992	135	47,992
Total Operating Expenditure	49,067	48,004	(1,063)	48,004
Operating Surplus / (Deficit) before Capital	(941)	(13)	(927)	(13)
Capital Expenditure	12,897	16,526	3,630	16,526
Capital Income	2,846	3,199	(354)	3,199
Net expenditure - Capital projects	10,051	13,327	3,276	13,328
Net Lending / (Borrowing) Result for Year	(2,047)	(4,395)	2,348	(4,395)

Adelaide Hills Council Operating Summary By Directorate as at June 2020

	YTD Actuals \$'000s	YTD Budget \$'000s	YTD Var fav / (unfav) \$'000s	Revised Budget \$'000s
Income				
Community Capacity	3,319	3,372	(53)	3,372
Corporate Services	40,129	40,046	83	40,046
Development & Regulatory Services	1,225	1,229	(3)	1,229
Infrastructure & Operations	3,453	3,344	109	3,344
Income Total	48,126	47,992	135	47,992
Expenditure				
Community Capacity	6,870	7,085	215	7,085
Corporate Services	12,311	11,276	(1,035)	11,276
Development & Regulatory Services	3,551	3,621	70	3,621
Infrastructure & Operations	26,335	26,022	(313)	26,022
Expenditure Total	49,067	48,004	(1,063)	48,004
Operating Surplus / (Deficit)	(941)	(13)	(927)	(13)

*Financial performance figures are preliminary only. Final figures will be available post the financial auditing occurring in October 2020 and included in the 2019-20 Annual Report

Adelaide Hills Council Quarterly Financial Performance												
as at June 2020	Income by Function				Expenditure by Function				Net Position			
	YTD Actuals \$'000s	YTD Budget \$'000s	YTD Var fav / (unfav) \$'000s	Annual Revised Budget \$'000s	YTD Actuals \$'000s	YTD Budget \$'000s	YTD Var fav / (unfav) \$'000s	Annual Revised Budget \$'000s	Variance \$'000s			
CC Director's Office	-	-	●	-	267	294	●	27	294	●	27	
Communications, Engagement & Events	5	3	●	2	691	658	●	(33)	658	●	(31)	
Economic Development	95	95	●	()	420	419	●	(2)	419	●	(2)	
FABRIK Arts and Heritage Hub	34	51	●	(17)	334	326	●	(7)	326	●	(24)	
Community Development (Management)	-	-	●	-	255	317	●	63	317	●	63	
Community Recovery	1,610	1,610	●	-	47	60	●	13	60	●	13	
Cultural Development	-	-	●	-	135	146	●	11	146	●	11	
Grants & Partnerships	-	-	●	-	224	232	●	7	232	●	7	
Hills Connected Communities Projects	102	93	●	9	104	96	●	(8)	96	●	1	
Positive Ageing (Home and Social Support)	1,016	1,036	●	(20)	1,044	1,083	●	38	1,083	●	19	
Positive Ageing Project (Collaborative)	94	92	●	2	94	94	●	()	94	●	2	
Service Strategy & Innovation	-	-	●	-	142	185	●	43	185	●	43	
The Summit Community Centre	9	20	●	(11)	131	170	●	39	170	●	28	
Torrens Valley Community Centre	25	35	●	(10)	182	164	●	(18)	164	●	(28)	
Volunteering	-	-	●	-	79	81	●	2	81	●	2	
Youth Development	2	2	●	-	142	154	●	12	154	●	13	
Library Services	327	336	●	(8)	1,715	1,767	●	52	1,767	●	43	
Customer Service	-	-	●	()	864	840	●	(24)	840	●	(24)	
Community Capacity	3,319	3,372	●	(53)	3,372	6,870	●	215	7,085	●	162	
AHBTC	342	347	●	(4)	347	274	●	(14)	260	●	(19)	
Cemeteries	334	210	●	124	210	217	●	43	260	●	167	
CS Director's Office	2	3	●	(1)	3	309	●	2	311	●	1	
Financial Services	38,015	38,099	●	(84)	38,099	1,335	●	(813)	522	●	(897)	
Governance & CEO Office	139	104	●	35	104	1,954	●	(22)	1,932	●	14	
Bushfire Recovery	1,196	1,198	●	(2)	1,198	3,338	●	(25)	3,314	●	(26)	
COVID 19	-	-	●	-	-	112	●	50	(62)	50	(62)	
ICT	-	-	●	-	-	1,337	●	1,158	(178)	1,158	●	(178)
Information Management	-	-	●	-	-	1,120	●	1,146	26	1,146	●	26
OD & WHS	-	-	●	-	-	521	●	513	(7)	513	●	(7)
Property Management	65	49	●	15	49	1,761	●	1,784	23	1,784	●	38
Retirement Villages	36	36	●	()	36	34	●	25	(9)	25	●	(9)
Corporate Services	40,129	40,046	●	83	40,046	12,311	●	(1,035)	11,276	●	(952)	
Animal Management	411	402	●	10	402	402	●	399	(2)	399	●	7
DRS Director's Office	-	-	●	-	-	312	●	321	9	321	●	9
Fire Prevention	11	13	●	(2)	13	81	●	97	15	97	●	13
Mt Lofty Waste Control Project	41	41	●	1	41	42	●	41	(1)	41	●	()
Parking and By-Laws	29	79	●	(50)	79	196	●	179	(17)	179	●	(67)
Planning & Development	585	533	●	53	533	1,931	●	1,924	(7)	1,924	●	45
Policy Planning	-	-	●	-	-	149	●	174	25	174	●	25
Public Health	147	162	●	(15)	162	439	●	488	49	488	●	34
Development & Regulatory Services	1,225	1,229	●	(3)	1,229	3,551	●	3,621	70	3,621	●	66
Civil Services	1,497	1,428	●	68	1,428	5,093	●	5,079	(14)	5,079	●	54
Community Wastewater Management System	1,817	1,805	●	12	1,805	730	●	881	151	881	●	162
Depreciation	-	-	●	-	-	8,801	●	8,801	-	8,801	●	-
Emergency Management	-	-	●	-	-	84	●	91	7	91	●	7
IO Director's Office	-	-	●	-	-	315	●	319	4	319	●	4
Open Space Biodiversity	1	-	●	1	-	515	●	564	49	564	●	50
Open Space Operations	37	-	●	37	-	4,414	●	4,293	(121)	4,293	●	(83)
Open Space - Sport & Rec Planning	5	10	●	(5)	10	525	●	542	17	542	●	12
Sustainability	-	-	●	-	-	188	●	212	24	212	●	24
Sustainable Assets	-	-	●	-	-	511	●	534	23	534	●	23
Waste	97	101	●	(4)	101	5,160	●	4,707	(453)	4,707	●	(457)
Infrastructure & Operations	3,453	3,344	●	109	3,344	26,335	●	26,023	(312)	26,023	●	(203)
Total	48,126	47,992	●	135	47,992	49,067	●	48,005	(1,062)	48,005	●	(926)

*Financial performance figures are preliminary only. Final figures will be available post the financial auditing occurring in October 2020 and included in the 2019-20 Annual Report

5.2 Additional Operating Initiatives*

Adelaide Hills Council Quarterly Financial Performance						
2019/2020 Operating Initiatives - June 2020						
#	Description	Department	YTD Actuals \$'000s	YTD Budget \$'000s	YTD Var fav / (unfav) \$'000s	2019/20 Revised Budget \$'000s
735	Performance Benchmarking	Governance	14	9	● (5)	9
753	Boundary Reform Provision	Governance	16	20	● 4	20
754	Strategic Plan Review	Governance	14	15	● 1	15
705	Women's TDU	Comms, Engagement & Events	15	15	● 0	15
706	Small Events Additional Resources	Comms, Engagement & Events	4	5	● 1	5
727	Customer Experience Survey	CC Director's Office	13	13	● (0)	13
760	Community Perception Survey	CC Director's Office	0	5	● 5	5
120	FABRIK	FABRIK	300	276	● (24)	276
702	Disability Planning Materials	Community Development	-	10	● 10	10
709	Gumeracha 20Yr Event	Community Development	-	3	● 3	3
710	Youth Leadership Workshop	Community Development	7	11	● 4	11
723	Community Arts Projects	Community Development	4	5	● 1	5
744	Public Art Acquisition	Community Development	7	7	● 0	7
747	Reconciliation Funding	Community Development	5	5	● (0)	5
748	Multicult Action Plan	Community Development	2	10	● 8	10
751	Regional Health Planning	Community Development	-	38	● 38	38
704	Digital Literacy Services	Libraries and Customer Services	34	39	● 4	39
726	Sky Trust Implementation	OD & WHS	24	33	● 9	33
719	Stirling District Masterplan	DRS Director's Office	8	8	● 0	8
720	Crafers Masterplan	DRS Director's Office	15	23	● 7	23
759	Local Heritage Fund: Contract	DRS Director's Office	5	20	● 15	20
725	Compliance	Health and Regulatory Services	22	24	● 2	24
740	Heritage Agreements	Open Space	5	5	● (0)	5
746	Roadside Marker System	Open Space	20	20	● -	45
763	Bush Regenerator Officer	Open Space	31	83	● 52	83
713	Smart living workshops	Sustainable Assets	1	3	● 2	3
741	Landscape conservation	Sustainable Assets	10	10	● -	10
742	Bore water use areas-Management Plans	Sustainable Assets	11	20	● 9	20
752	Promotion Plan & Website Update	Sustainable Assets	-	-	● -	-
755	WSUD Training	Sustainable Assets	-	2	● 2	2
718	Kerbside Waste Audits	Waste & Emergency Management	10	10	● 0	10
737	Preparedness Consultancy	Waste & Emergency Management	8	10	● 2	10
757	Green Waste Scoping Study	Waste & Emergency Management	12	15	● 3	15
758	Solar Bins	Waste & Emergency Management	6	7	● 1	7
	Total		623	777	● 154	802

*Financial performance figures are preliminary only. Final figures will be available post the financial auditing occurring in October 2020 and included in the 2019-20 Annual Report



Adelaide Hills
COUNCIL

MORE INFORMATION



63 Mt Barker Road
Stirling SA 5152



08 8408 0400



mail@ahc.sa.gov.au

Item 18 Minutes of Committees

**ADELAIDE HILLS COUNCIL
MINUTES OF COUNCIL ASSESSMENT PANEL MEETING
WEDNESDAY 12 AUGUST 2020
63 MOUNT BARKER ROAD, STIRLING**

[Please Note: These minutes are unconfirmed until 9 September 2020]

In Attendance

Presiding Member

Geoff Parsons

Members

Ross Bateup
Piers Brissenden
David Brown
John Kemp

In Attendance

Marc Salver	Director Development & Regulatory Services
Deryn Atkinson	Assessment Manager
Melanie Scott	Acting Team Leader Statutory Planning
Doug Samardzija	Statutory Planner
Karen Savage	Minute Secretary

1. Commencement

The meeting commenced at 6.30pm

2. Opening Statement

“We would like to acknowledge that the land we gather on today is the traditional lands of the Peramangk and Kurna peoples and that we respect their spiritual relationship with their Country. We pay our respects to Elders past, present and emerging as the Custodians of this ancient and beautiful land and acknowledge that their cultural and heritage beliefs are still as important to those living today”.

3. Apologies/Leave of Absence

3.1 Apologies
Nil

3.2 Leave of Absence
Nil

**ADELAIDE HILLS COUNCIL
MINUTES OF COUNCIL ASSESSMENT PANEL MEETING
WEDNESDAY 12 AUGUST 2020
63 MOUNT BARKER ROAD, STIRLING**

[Please Note: These minutes are unconfirmed until 9 September 2020]

4. Previous Minutes

4.1 Meeting held 8 July 2020

The minutes were adopted by consensus of all members (21)

That the minutes of the meeting held on 8 July 2020 be confirmed as an accurate record of the proceedings of that meeting.

5. Delegation of Authority

Decisions of this Panel were determined under delegated authority as adopted by Council on 28 November 2017.

6. Presiding Member's Report

The Presiding Member advised that this is Piers Brissenden's last Panel meeting and thanked him for his invaluable contribution to this Panel and the previous Panel, which has positively influenced a number of developments in the Adelaide Hills.

Paul Mickan is confirmed as the new Independent member and is an experienced Development Assessment and Policy Planner working at the Barossa Council. The Panel looks forward to welcoming him.

7. Declaration of Interest by Members of Panel

Nil

8. Matters Lying on the Table/Matters Deferred

8.1 Matters Lying on the Table
Nil

8.2 Matters Deferred
Nil

**ADELAIDE HILLS COUNCIL
MINUTES OF COUNCIL ASSESSMENT PANEL MEETING
WEDNESDAY 12 AUGUST 2020
63 MOUNT BARKER ROAD, STIRLING**

[Please Note: These minutes are unconfirmed until 9 September 2020]

9. Development Assessment Applications

9.1 Development Application 15/1014/473 (15/D44/473) by Reginald Fiora for Land Division: 1 into 2 allotments and Boundary Realignment: 3 into 2 allotments (non-complying) (SCAP decision authority) at Lot 45 Gallasch Road, 83 & 143 Beaumont Road, 34 Ambulance Road, 19 & 39 Grivell Road and Lot 1 Onkaparinga Road, Verdun

9.1.1 Representations

Nil

The applicant's representative, Jeff Smith (Planning Chambers), was invited to address the Panel.

9.1.2 Decision of Panel

The following was adopted by consensus of all members (22)

The Council Assessment Panel considers that the proposal is not seriously at variance with the relevant provisions of the Adelaide Hills Council Development Plan, and that Council Assessment Panel advises the State Commission Assessment Panel (SCAP) that:

- (1) It CONCURS with the decision to GRANT Development Plan Consent and Land Division Consent to Development Application 15/1014/473 by Reginald Fiora for Land division: 1 into 2 allotments and Boundary Realignment: 3 into 2 allotments (non-complying) at Lot 45 Gallasch Road, 83 & 143 Beaumont Road, 34 Ambulance Road, 19 & 39 Grivell Road, and Lot 1 Onkaparinga Road, Verdun subject to the proposed conditions; and**
- (2) Requests the wording of the advisory note on the Decision is amended to provide certainty for all parties regarding which of the two proposed allotments are restricted from being used for residential purposes in the future, and that Lot 205 shall not be used for residential purposes.**

**ADELAIDE HILLS COUNCIL
MINUTES OF COUNCIL ASSESSMENT PANEL MEETING
WEDNESDAY 12 AUGUST 2020
63 MOUNT BARKER ROAD, STIRLING**

[Please Note: These minutes are unconfirmed until 9 September 2020]

- 9.2 **Development Application 20/100/473 (20/D5/473) by Robert Butler for Land Division – boundary realignment (3 into 3) at 30 Ranns Road North, Lot 4 Ranns Road North and 166 Basket Range Road, Basket Range**

9.2.1 **Representations**

Nil

The applicant, Robert Butler, and his representative, Geoff van Senden, were invited to address the Panel.

9.2.2 **Decision of Panel**

The following recommendation was adopted by consensus of all members (23)

The Council Assessment Panel considers that the proposal is not seriously at variance with the relevant provisions of the Adelaide Hills Council Development Plan, and GRANTS Development Plan Consent and Land Division Consent to Development Application 20/100/473 (20/D005/473) by Robert Butler for Land Division - Boundary realignment (3 into 3) at 30 Ranns Road North, Lot 4 Ranns Road North and 166 Basket Range Road, Basket Range subject to the following conditions:

Planning Conditions

(1) Development In Accordance With The Plans

The development herein approved shall be undertaken in accordance with the following plans, details and written submissions accompanying the application, unless varied by a separate condition:

- **Plan of division prepared by Olden & van Senden, reference number 4103da V2 dated 29/10/2018**

REASON: To ensure the proposed development is undertaken in accordance with the approved plans.

**ADELAIDE HILLS COUNCIL
MINUTES OF COUNCIL ASSESSMENT PANEL MEETING
WEDNESDAY 12 AUGUST 2020
63 MOUNT BARKER ROAD, STIRLING**

[Please Note: These minutes are unconfirmed until 9 September 2020]

Notes

(1) Development Plan Consent

This Development Plan Consent (DPC) is valid for a period of twelve (12) months commencing from the date of the decision (or if an appeal has been commenced the date on which it is determined, whichever is later). Building Rules Consent must be applied for prior to the expiry of the DPC, or a fresh development application will be required. The twelve (12) month time period may be further extended by Council agreement following written request and payment of the relevant fee.

(2) Department of Environment and Water (DEW) - Native Vegetation Council

The applicant is advised that any proposal to clear, remove limbs or trim native vegetation on the land, unless the proposed clearance is subject to an exemption under the Regulations of the Native Vegetation Act 1991, requires the approval of the Native Vegetation Council. For further information visit: www.environment.sa.gov.au/Conservation/Native_Vegetation/Managing_native_vegetation

Any queries regarding the clearance of native vegetation should be directed to the Native Vegetation Council Secretariat on 8303 9777. This must be sought prior to Full Development Approval being granted by Council.

Council Land Division Statement of Requirements

(1) Prior To Section 51 Clearance- Survey Plan Showing Boundary Location

Prior to Section 51 clearance a final survey plan shall be provided to Council to demonstrate that new boundaries are placed at least 5m from remnant vegetation.

REASON: Protect native vegetation from clearance for a new fence line.

SCAP Land Division Statement of Requirements

(1) Requirement For Certified Survey Plan

A final plan complying with the requirements for plans as set out in the Manual of Survey Practice Volume 1 (Plan Presentation and Guidelines) issued by the Registrar General to be lodged with the State Commission Assessment Panel for Land Division Certificate purposes.

REASON: Statutory requirement in accordance with Section 51 of the Development Act 1993.

**ADELAIDE HILLS COUNCIL
MINUTES OF COUNCIL ASSESSMENT PANEL MEETING
WEDNESDAY 12 AUGUST 2020
63 MOUNT BARKER ROAD, STIRLING**

[Please Note: These minutes are unconfirmed until 9 September 2020]

- 10. Policy Issues for Advice to Council**
Nil

- 11. Other Business**
Nil

- 12. Order for Exclusion of the Public from the Meeting to debate Confidential Matters**
Nil

- 13. Confidential Item**
Nil

- 14. Next Meeting**
The next ordinary Council Assessment Panel meeting will be held on Wednesday 9 September 2020.

- 15. Close meeting**
The meeting closed at 7.18pm.

**ADELAIDE HILLS COUNCIL AUDIT COMMITTEE
MINUTES OF MEETING
MONDAY 17 AUGUST 2020
63 MT BARKER ROAD STIRLING**

In Attendance**Members:**

Councillor Malcolm Herrmann	Presiding Member
Peter Brass	Independent Member
David Moffatt	Independent Member
Paula Davies	Independent Member
Councillor Leith Mudge	Council Member

In Attendance:

Lachlan Miller	Acting Chief Executive Officer
Terry Crackett	Director Corporate Services
Steven Watson	Acting Executive Manager Governance & Performance Minute Taker
Mike Carey	Manager Financial Services

1. COMMENCEMENT

The meeting commenced at 6.02pm

2. APOLOGIES/LEAVE OF ABSENCE**2.1. Apology**
Nil**2.2. Leave of Absence**
Nil**2.3. Absent**
Nil**3. MINUTES OF PREVIOUS MEETINGS****3.1. Audit Committee Meeting – 25 May 2020**

Moved Peter Brass
S/- David Moffatt

35/AC20

That the minutes of the Ordinary Council meeting held on 25 May 2020, as supplied, be confirmed as an accurate record of the proceedings of that meeting.

Carried Unanimously

Presiding Member _____ 19 October 2020

**ADELAIDE HILLS COUNCIL AUDIT COMMITTEE
MINUTES OF MEETING
MONDAY 17 AUGUST 2020
63 MT BARKER ROAD STIRLING**

4. Delegation of Authority

In accordance with the Audit Committee Terms of Reference, the Committee has no delegated decision-making powers. The Recommendation in Item 7.5 is to be submitted to Council for consideration.

5. DECLARATION OF CONFLICT OF INTEREST BY MEMBERS OF AUDIT COMMITTEE

5.1. Nil

6. OFFICER REPORTS – DECISION ITEMS

6.1. Risk Presentation – Office of the CEO

7. OFFICER REPORTS – DECISION ITEMS

7.1. Debtors Report

Moved Cr Leith Mudge
S/- Paula Davies

36/AC20

The Audit Committee resolves that the report be received and noted.

Carried

7.2. Auditor-General's Recommendations on Credit Card Management

Moved Cr Herrmann
S/- David Moffatt

37/AC20

The Audit Committee resolves:

- 1. That the report be received and noted.**
- 2. The Audit Committee notes that the Council Member Allowances and Support Policy will be reviewed by November 2020 and the Employee Functions and Gifts Policy will also be reviewed by the Chief Executive Officer.**

Carried Unanimously

**ADELAIDE HILLS COUNCIL AUDIT COMMITTEE
MINUTES OF MEETING
MONDAY 17 AUGUST 2020
63 MT BARKER ROAD STIRLING**

7.3. End of Financial Year Update

Moved Peter Brass
S/- Cr Leith Mudge

38/AC20

The Audit Committee resolves that the report be received and noted.

Carried Unanimously

7.4. Q4 Council Performance Report

Moved David Moffatt
S/- Paula Davies

39/AC20

The Audit Committee resolves that the report be received and noted.

Carried Unanimously

7.5. Internal Audit Quarterly Update

Moved David Moffatt
S/- Paula Davies

40/AC20

The Audit Committee resolves:

3. That the report be received and noted
4. To recommend to Council to adopt the revised Strategic Internal Audit Plan v1.5a as contained in Appendix 1 with minor timing amendments as suggested.

Carried Unanimously

7.6. Audit Actions Implementation Update

Moved Paula Davies
S/- Peter Brass

41/AC20

The Audit Committee resolves:

1. To receive and note the report.
2. To note the implementation status of Internal and External Audit actions.

Carried Unanimously

**ADELAIDE HILLS COUNCIL AUDIT COMMITTEE
MINUTES OF MEETING
MONDAY 17 AUGUST 2020
63 MT BARKER ROAD STIRLING**

7.7. Risk Management Plan update

Moved Cr Leith Mudge
S/- Paula Davies

42/AC20

The Audit Committee resolves that the report be received and noted.

Carried Unanimously

7.8. Action Report & Work Plan Update

Moved Peter Brass
S/- Paula Davies

43/AC20

The Audit Committee resolves that:

1. The report be received and noted.
2. The Draft 2020 Work plan V1.2, at Appendix 3 be adopted.

Carried

8. CONFIDENTIAL ITEMS

Nil

9. NEXT MEETING

The next ordinary meeting of the Audit Committee will be held on Monday 19 October 2020 from 6.00pm at 63 Mt Barker Road, Stirling.

10. CLOSE MEETING

The meeting closed at 7.45pm