



## ORDINARY COUNCIL MEETING

### NOTICE OF MEETING

To: Mayor Jan-Claire Wisdom

Councillor Kirrilee Boyd
Councillor Adrian Cheater
Councillor Nathan Daniell
Councillor Pauline Gill
Councillor Chris Grant
Councillor Malcolm Herrmann
Councillor Lucy Huxter
Councillor Leith Mudge
Councillor Mark Osterstock
Councillor Kirsty Parkin
Councillor Louise Pascale
Councillor Melanie Selwood

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 13 August 2024**

**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.

A handwritten signature in black ink, appearing to read 'GG', is written over a horizontal line.

**Greg Georgopoulos**  
Chief Executive Officer



## ORDINARY COUNCIL MEETING

**AGENDA FOR MEETING**  
**Tuesday 13 August 2024**  
**6.30pm**  
**63 Mt Barker Road Stirling**

### ORDER OF BUSINESS

**1. COMMENCEMENT**

**2. OPENING STATEMENT**

Council acknowledges that we meet on the traditional lands and waters of the Peramangk and Kaurna people. They are Custodians of this ancient and beautiful land and so we pay our respects to Elders past, present and emerging. We will care for this country together by ensuring the decisions we make will be guided by the principle that we should never decrease our children's ability to live on this land.

**3. APOLOGIES/LEAVE OF ABSENCE**

- 3.1. Apology  
Apologies were received from .....
- 3.2. Leave of Absence
- 3.3. Absent

**4. MINUTES OF PREVIOUS MEETINGS**

Council Meeting – 23 July 2024

*That the minutes of the ordinary meeting held on 23 July 2024. 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  
Community Bushfire Reference Group Terms of Reference
- 7.2. Questions Lying on the Table  
Nil

**8. PETITIONS / DEPUTATIONS / PUBLIC FORUM**

- 8.1. Petitions  
Civic Awards and Citizenship Ceremonies on Australia Day – John Tate of Birdwood
- 8.2. Deputations
- 8.3. Public Forum

**9. PRESENTATIONS (by exception)**

**10. QUESTIONS ON NOTICE**

Nil

**11. MOTIONS ON NOTICE**

- 11.1. Boundary Change Committee Membership – Cr Mark Osterstock  
*That notwithstanding the Boundary Change Committee Terms of Reference [Appendix 1], effective forthwith, Council appoints Councillor Nathan Daniell to the committee, in place of the Deputy Mayor Melanie Selwood for the period up to and including 30 November 2025.*

**12. ADMINISTRATION REPORTS – DECISION ITEMS**

- 12.1. December and January Meeting Schedule
  - 1. *That the report be received and noted.*
  - 2. *That Council notes its decision at the 12 March 2024 Council Meeting to resolve to follow the below schedule:*

Day	Meeting Type	Location	Time
First Monday of the Month	Workshop	Nairne Road, Woodside	6.30pm
Second Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm
Third Tuesday of the Month	Professional Development (or Workshop where necessary)	63 Mount Barker Road, Stirling	6.30pm
Fourth Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm

- 3. *Resolves that commencing from 14 August 2024 and concluding at the end of the current Council term for the months of December and January to follow the below schedule:*

December			
Day	Meeting Type	Location	Time
First Monday of the Month	Workshop	Nairne Road, Woodside	6.30pm
Second Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm
January			
Day	Meeting Type	Location	Time
Fourth Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm

4. *That the Chief Executive Officer has the delegated authority in exceptional circumstances, including but not limited to, catastrophic fire danger days and other emergency situations, after consultation with the Mayor, to move the time and place of these Ordinary Meetings and Workshops.*

12.2. Adelaide Hills Region Waste Management Authority Audit and Risk Committee – Membership and Terms of Reference

1. *That the report be received and noted.*
2. *That Council reappoint Rebecca Wilson as an independent member of the AHRWMA Audit and Risk Committee for a further term of two years, expiring 8 August 2026.*
3. *That Council reappoint Alex Oulianoff as a member of the AHRWMA Audit and Risk Committee for a further term of three years, expiring 21 September 2027.*
4. *Notes the changes to the AHRWMA Audit and Risk Committee’s Terms of Reference.*
5. *That the Chief Executive Officer advises AHRWMA of Council’s decision prior to the AHRWMA Audit and Risk Committee’s next meeting scheduled for 10 September 2024.*

12.3. Upper Hermitage CFS Site – Lease Proposal

1. *That the report be received and noted.*
2. *That Council approves commencement of public consultation on the proposed twenty-one (21) year lease with the CFS, with a further option to renew for an additional 21 years at the Upper Hermitage CFS site situated at 300 Range Road North, Upper Hermitage. The land is contained within Certificate of Title Volume 5854 Folio 841.*
3. *That this report forms part of the Community Consultation report.*
4. *That following community consultation in accordance with Council’s Community Consultation Policy:*



17.3. CEO Report

**18. REPORTS OF COMMITTEES**

18.1. Council Assessment Panel  
Nil

18.2. Audit Committee  
Nil

18.3. CEO Performance Review Panel  
Nil

18.4. Boundary Change Committee  
Nil

**19. CONFIDENTIAL ITEMS**

19.1. Financial Management

**20. NEXT MEETING**

Tuesday 27 August 6.30pm, 63 Mt Barker Road, Stirling

**21. CLOSE MEETING**

## Council Meeting & Workshops 2024

DATE	TYPE	LOCATION	MINUTE TAKER
<b>JANUARY 2024</b>			
Wed 10 January	CAP	Stirling	Karen Savage
Tues 23 January	Council	Stirling	Rebekah Lyons
Tues 30 January	Workshop	Stirling	N/A
<b>FEBRUARY 2024</b>			
Mon 5 February	Workshop	Woodside	N/A
Tues 13 February	Council	Stirling	Rebekah Lyons
Wed 14 February	CAP	Stirling	Karen Savage
Mon 19 February	Audit Committee	Stirling	Jody Atkins
Tues 20 February	Professional Development	Stirling	N/A
Thurs 22 February	CEO PRP	Stirling	Jody Atkins
Tues 27 February	Council	Stirling	Rebekah Lyons
<b>MARCH 2024</b>			
Mon 4 March	Workshop	Woodside	N/A
Tues 12 March	Council	Stirling	Rebekah Lyons
Wed 13 March	CAP	Stirling	Karen Savage
Tues 19 March	Professional Development	Stirling	N/A
Tues 26 March	Council	Stirling	Rebekah Lyons
<b>APRIL 2024</b>			
Tues 2 April (Easter Monday)	Workshop	Woodside	N/A
Wed 10 April	CAP	Stirling	Karen Savage
Tues 16 April	Professional Development	Stirling	N/A
Mon 15 April	Audit Committee	Stirling	TBA
Mon 22 April	Boundary Change Committee	Stirling	Zoë Gill
Tues 23 April	Council	Stirling	Rebekah Lyons
<b>MAY 2024</b>			
Mon 6 May	Workshop	Woodside	N/A
Wed 8 May	CAP	Stirling	Karen Savage
Tues 14 May	Ordinary Council	Stirling	Rebekah Lyons
Mon 20 May	Audit Committee	Stirling	TBA
Tues 21 May	Professional Development	Stirling	N/A
Thur 23 May	CEO PRP	Stirling	Kelley Jones Lawyers
Tues 28 May	Council	Stirling	Rebekah Lyons
<b>JUNE 2024</b>			
Mon 3 June	Workshop	Woodside	N/A
Tues 11 June	Ordinary Council	Stirling	Rebekah Lyons
Wed 12 June	CAP	Stirling	Karen Savage
Tues 18 June	Professional Development	Stirling	N/A
Tues 25 June	Ordinary Council	Stirling	Rebekah Lyons

DATE	TYPE	LOCATION	MINUTE TAKER
<b>JULY 2024</b>			
Mon 1 July	Workshop	Woodside	N/A
Tues 9 July	Ordinary Council	Stirling	Rebekah Lyons
Wed 10 July	CAP	Stirling	Karen Savage
Tues 16 July	Professional Development	Stirling	N/A
Tues 23 July	Ordinary Council	Stirling	Rebekah Lyons
<b>AUGUST 2024</b>			
Mon 5 August	Workshop	Woodside	N/A
Tues 13 August	Ordinary Council	Stirling	Rebekah Lyons
Wed 14 August	CAP	Stirling	Karen Savage
Mon 19 August	Audit Committee	Stirling	TBA
Tues 20 August	Professional Development	Stirling	N/A
Thur 22 August	CEO PRP	Stirling	Kelley Jones Lawyers
Tues 27 August	Ordinary Council	Stirling	Rebekah Lyons
<b>SEPTEMBER 2024</b>			
Mon 2 September	Workshop	Woodside	N/A
Tues 10 September	Ordinary Council	Stirling	Rebekah Lyons
Wed 11 September	CAP	Stirling	Karen Savage
Tues 17 September	Professional Development	Stirling	N/A
Tues 24 September	Ordinary Council	Stirling	Rebekah Lyons
<b>OCTOBER 2024</b>			
Tues 1 October (Public Holiday)	Workshop	Woodside	N/A
Tues 8 October	Ordinary Council	Stirling	Rebekah Lyons
Wed 9 October	CAP	Stirling	Karen Savage
Tues 15 October	Professional Development	Stirling	N/A
Mon 14 Oct	Audit Committee	Stirling	TBA
Tues 22 October	Ordinary Council	Stirling	Rebekah Lyons
<b>NOVEMBER 2024</b>			
Mon 4 November	Workshop	Woodside	N/A
Tues 12 November	Ordinary Council	Stirling	Rebekah Lyons
Wed 13 November	CAP	Stirling	Karen Savage
Mon 18 November	Audit Committee	Stirling	TBA
Tues 19 November	Professional Development	Stirling	N/A
Tues 26 November	Ordinary Council	Stirling	Rebekah Lyons
<b>DECEMBER 2024</b>			
Mon 2 December	Workshop	Woodside	N/A
Wed 11 December	CAP	Stirling	Karen Savage
Tues 17 December	Ordinary Council	Stirling	Rebekah Lyons

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



## Council Member Attendance 2024

### Information or Briefing Sessions

Meeting Date	Mayor Jan-Claire Wisdom	Cr Kirrilee Boyd	Cr Adrian Cheater	Cr Nathan Daniell	Cr Leith Mudge	Cr Louise Pascale	Cr Mark Osterstock	Cr Kirsty Parkin	Cr Pauline Gill	Cr Chris Grant	Cr Malcolm Herrmann	Cr Lucy Huxter	Cr Melanie Selwood
19.03.2024 (PD)	LOA	F	F	F	F	F	AP	F	F	F	F	F	F
23.03.2024 (WS)	LOA	P	F	F	F	F	P	P	F	F	F	AP	F
02.04.2024 (WS)	LOA	AP	F	F	F	F	F	P	A	F	F	P	P
09.04.2024 (WS)	LOA	F	F	F	F	LOA	F	F	A	F	F	LOA	F
16.04.24 (WS)	LOA	F	P	F	AP	LOA	LOA	LOA	F	F	F	F	F
06.05.2024 (WS)	LOA	F	F	F	F	F	A	F	LOA	F	F	F	F
21.05.2024 (WS)	F	F	F	F	F	P	LOA	F	LOA	F	F	AP	F
3.06.2024 (WS)	AP	AP	F	F	F	F	AP	F	F	F	F	AP	F
18.06.2024 (PD)	F	F	F	F	F	F	F	AP	F	F	F	AP	F
01.07.24 (WS)	AP	F	AP	F	F	AP	AP	F	AP	F	P	P	F
09.07.24 (WS)	AP	F	F	F	LOA	F	F	F	AP	F	F	LOA	F
16.07.2024 (PD)	F	F	F	AP	F	F	LOA	F	AP	F	F	LOA	F
05.08.24	A	F	F	F	F	P	A	F	F	A	F	F	F

## Council Member Attendance 2024

### Council Meetings (including Special Council Meetings)

Meeting Date	Mayor Jan-Claire Wisdom	Cr Kirrilee Boyd	Cr Adrian Cheater	Cr Nathan Daniell	Cr Leith Mudge	Cr Louise Pascale	Cr Mark Osterstock	Cr Kirsty Parkin	Cr Pauline Gill	Cr Chris Grant	Cr Malcolm Herrmann	Cr Lucy Huxter	Cr Melanie Selwood
26.03.2024													
9.04.2024	LOA	F	F	F	F	LOA	F	F	P	F	F	LOA	F
23.04.2024	LOA	F	F	F	F	LOA	F	F	AP	F	F	F	F
14.05.2024	LOA	F	F	F	F	F	LOA	AP	LOA	F	F	F	F
28.05.2024	F	F	F	F	F	AP	F	LOA	LOA	F	F	F	F
11.06.2024	F	F	F	F	F	F	F	LOA	F	F	F	AP	F
17.06.2024	F	F	F	F	F	F	AP	F	F	F	F	F	F
25.06.2024	F	AP	F	F	F	F	F	F	AP	F	F	F	F
01.07.2024	F	F	AP	F	F	AP	F	F	AP	F	F	F	F
09.07.2024	AP	F	F	F	LOA	F	F	F	AP	F	F	LOA	F
23.07.2024	LOA	F	F	F	F	LOA	F	F	LOA	F	F	LOA	F

# Conflict of Interest Disclosure Form

**CONFLICTS MUST BE DECLARED VERBALLY DURING MEETINGS**

Date: \_\_\_\_\_

**Meeting Name (please tick one)**

- |                              |                          |                           |                          |
|------------------------------|--------------------------|---------------------------|--------------------------|
| Ordinary Council             | <input type="checkbox"/> | Audit Committee           | <input type="checkbox"/> |
| Special Council              | <input type="checkbox"/> | Boundary Change Committee | <input type="checkbox"/> |
| CEO Performance Review Panel | <input type="checkbox"/> | Other: _____              | <input type="checkbox"/> |

**Item No**                      **Item Name:**  
 \_\_\_\_\_

(Only one conflict of interest entry per form)

I, Mayor / Cr \_\_\_\_\_ have identified a conflict of interest as:

**GENERAL**

**MATERIAL**

**GENERAL**

In considering a General Conflict of Interest (COI), an impartial, fair-minded person might consider that the Council Member’s private interests might result in the Member acting in a manner that is contrary to their public duty.

**MATERIAL**

In considering a Material Conflict of Interest (COI), a member of a council has a material conflict of interest in a matter to be discussed at a meeting of the council if a class of persons as defined in s75(1)(a-l) in the Act would gain a benefit, or suffer a loss, (whether directly or indirectly and whether of a personal or pecuniary nature) depending on the outcome of the consideration of the matter at the meeting.

**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)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

- I intend to **stay** in the meeting (please complete details below)
- I intend to **stay** in the meeting as exempt under s75A (please complete details below)
- I intend to **leave** the meeting (*mandatory if you intend to declare a Material conflict of interest*)

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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(This section must be completed and ensure sufficient detail is recorded of the specific circumstances of your interest.)

**Office use only: Council Member voted FOR / AGAINST the motion.**

## 8. DEPUTATIONS

---

*For full details, see Code of Practice for Meeting Procedures on [www.ahc.sa.gov.au](http://www.ahc.sa.gov.au)*

1. A request to make a deputation should be made by submitting a Deputation Request Form, (available on Council's website and at Service and Community Centres) to the CEO seven clear days prior to the Council meeting for inclusion in the agenda.
2. Each deputation is to be no longer than ten (10) minutes, excluding questions from Members.
3. Deputations will be limited to a maximum of two per meeting.
4. In determining whether a deputation is allowed, the following considerations will be taken into account:
  - the number of deputations that have already been granted for the meeting
  - the subject matter of the proposed deputation
  - relevance to the Council agenda nominated – and if not, relevance to the Council's powers or purpose
  - the integrity of the request (i.e. whether it is considered to be frivolous and/or vexatious)
  - the size and extent of the agenda for the particular meeting and
  - the number of times the deputee has addressed Council (either in a deputation or public forum) on the subject matter or a similar subject matter.

## 8.3 PUBLIC FORUM

---

*For full details, see Code of Practice for Meeting Procedures on [www.ahc.sa.gov.au](http://www.ahc.sa.gov.au)*

1. The public may be permitted to address or ask questions of the Council on a relevant and/or timely topic.
2. The Presiding Member will determine if an answer is to be provided.
3. People wishing to speak in the public forum must advise the Presiding Member of their intention at the beginning of this section of the meeting.
4. Each presentation in the Public Forum is to be no longer than five (5) minutes (including questions), except with leave from the Council.
5. The total time allocation for the Public Forum will be ten (10) minutes, except with leave from the Council.
6. If a large number of presentations have been requested, with leave from the Council, the time allocation of five (5) minutes may be reduced.
7. Any comments that may amount to a criticism of individual Council Members or staff must not be made. As identified in the Deputation Conduct section above, the normal laws of defamation will apply to statements made during the Public Forum.
8. Members may ask questions of all persons appearing relating to the subject of their presentation.

---

# **Minutes of Council**

---

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

In Attendance

**Presiding Member:** Deputy Mayor Melanie Selwood

**Members:**

Councillor Kirrilee Boyd
Councillor Adrian Cheater
Councillor Nathan Daniell
Councillor Chris Grant
Councillor Malcolm Herrmann
Councillor Leith Mudge
Councillor Mark Osterstock
Councillor Kirsty Parkin

In Attendance:

Greg Georgopoulos	Chief Executive Officer
Gary Lewis	Director Corporate Services
Jess Charlton	A/Director Community and Development
David Waters	Director Environment and Infrastructure
Zoe Gill	Governance and Risk Coordinator
Skye Ludzay	Minute Secretary
Tom Portas	Technical Support

**1. COMMENCEMENT**

The meeting commenced at 6.31pm.

**2. OPENING STATEMENT**

Council acknowledges that we meet on the traditional lands and waters of the Peramangk and Kurna people. They are Custodians of this ancient and beautiful land and so we pay our respects to Elders past, present and emerging. We will care for this country together by ensuring the decisions we make will be guided by the principle that we should never decrease our children's ability to live on this land.

**3. APOLOGIES/LEAVE OF ABSENCE**

**3.1 Apology**

Nil

---

Mayor \_\_\_\_\_

13 August 2024

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

**3.2 Leave of Absence**

**3.3** Cr Lucy Huxter, 8 July 2024 to 25 July 2024, approved at Council 25 June 2024.

**3.4** Cr Louise Pascale, 19 July 2024 to 23 July 2024, approved at Council 9 July 2024.

**3.5** Cr Pauline Gill, 22 July 2024 to 26 July 2024, approved at Council 9 July 2024.

**3.6 Mayor Jan-Claire Wisdom**

**Moved Cr Leith Mudge**

**S/- Cr Kirrilee Boyd**

**255/24**

- 1 That a Leave of Absence from all duties of office be granted to Mayor Jan-Claire Wisdom from 23 July 2024 to 23 July 2024.**
- 2 That any committee or panel membership currently held by Mayor Jan-Claire Wisdom be undertaken by the Deputy during the leave of absence.**

<b>Carried Unanimously</b>
----------------------------

**3.7 Absent**

**4. MINUTES OF PREVIOUS MEETINGS**

**4.1 Council Meeting – 9 July 2024**

**Moved Cr Malcolm Herrmann**

**S/- Cr Nathan Daniell**

**256/24**

**Council resolves that the minutes of the Ordinary Council meeting held on 9 July 2024, as supplied, be confirmed as an accurate record of the proceedings of that meeting.**

<b>Carried Unanimously</b>
----------------------------

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

**5. DECLARATION OF CONFLICT OF INTEREST BY MEMBERS OF COUNCIL**

**5.1 Cr Malcolm Herrmann, Item 12.2 Community Bushfire Reference Group Terms of Reference**

Under section 75B of the Local Government Act 1999 Cr Malcolm Herrmann disclosed a General (section 74) Conflict of Interest in Item 12.2.

**5.2 Cr Chris Grant, Item 12.2 Community Bushfire Reference Group Terms of Reference**

Under section 75B of the Local Government Act 1999 Cr Chris Grant disclosed a General (section 74) Conflict of Interest in Item 12.2.

**5.3 Deputy Mayor Melanie Selwood, Item 12.2 Community Bushfire Reference Group Terms of Reference**

Under section 75B of the Local Government Act 1999 Deputy Mayor Melanie Selwood disclosed a General (section 74) Conflict of Interest in Item 12.2.

**5.4 Cr Adrian Cheater, Item 12.2 Community Bushfire Reference Group Terms of Reference**

Under section 75C of the Local Government Act 1999 Cr Adrian Cheater disclosed a Material (section 74) Conflict of Interest in Item 12.2.

**5.5 Cr Leith Mudge, Item 12.2 Community Bushfire Reference Group Terms of Reference**

Under section 75C of the Local Government Act 1999 Cr Leith Mudge disclosed a Material (section 74) Conflict of Interest in Item 12.2.

**6. PRESIDING MEMBER'S OPENING REMARKS**

Nil

**7. QUESTIONS ADJOURNED/LYING ON THE TABLE**

**7.1 Questions Adjourned**

Nil

**7.2 Questions Lying on the Table**

Nil



**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

**8. PETITIONS/DEPUTATIONS/PUBLIC FORUM**

**8.1 Petitions**

Nil

**8.2 Deputations**

Nil

**8.3 Public Forum**

Nil

**9. PRESENTATIONS**

Nil

**10. QUESTIONS ON NOTICE**

**10.1 Blackspot Funding – Cr Adrian Cheater**

**Has the Council received any updates on funding from the Australian Government's Blackspot Program for the Adelaide Hills Council area?**

Council actively seeks funding from the Federal Blackspot Program. Each year Council actively reviews the crash data across its entire network to identify potential sites that meet the Blackspot funding criteria or have the potential for proactive treatments.

Council officers are aware that the Federal Government commitment to Road Safety through the Blackspot Program has increased to \$150M per annum Nationwide.

The Blackspot Program is a competitive application program with most of the program funding sites with a crash history that meet the program criteria. The Benefit Cost Ratio (BCR) should exceed 2 as a minimum. The higher the BCR the more likely that your project will be funded. There is a small amount of funding that is provided for proactive works, these projects need to be supported by Road Safety Audit undertaken by an accredited auditor.

Council has received approximately \$3,450,000 from the Blackspot Program between 2017/2018 and 2023/2024.

This has included the following projects.

- Paracombe Road, Paracombe
- Checker Hill Road, Kersbrook
- Morgan Road, Ironbank
- Ironbank Road, Ironbank
- Martin Hill Road, Forreston

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

- Ridge Road, Mylor
- Montacute Road, Montacute
- Woods Hill Road and Tregarthen Road intersection
- Jones Road, Balhannah
- Warren Road/ Lucky Hit Road/ Martin Hill Road Intersection

Council has submitted the following project for consideration by the State Blackspot Panel for 2024/25.

- Fox Creek Road – Shoulder sealing, delineation, and safety barriers
  - \$1,020,000 (GST Ex)
- Basket Range Road – 300m Shoulder sealing and delineation Lobethal Road end.
  - \$150,000 (GST Ex)
- Burdetts Road, Basket Range – Junction delineation improvements with Lobethal Road (proactive)
  - \$275,000 (GST Ex)
- Torrens Hill Road – Shoulder sealing, delineation and signing (proactive)
  - \$262,500 (GST Ex)
- Lobethal Road – Basket Range, safety barrier (proactive)
  - \$180,000 (GST Ex)

Council has not received notification of its 2024/25 submission currently. The Victorian, Queensland, and Tasmanian programs for 2024/25 have been announced.

## **11. MOTIONS ON NOTICE**

### **11.1 Review of Road Closure Fees**

**Moved Cr Chris Grant**

**S/- Cr Malcolm Herrmann**

**257/24**

I move that a report be prepared for Council's consideration regarding:

1. The appropriate level at which to set fees for road closures for commercial applicants in the Fees and Charges Register. The report should identify fee levels that are commensurate with both:
  - a. The cost to ratepayers in terms of staff time and resources associated with the application and the event itself,
  - b. The amount of disruption, inconvenience and loss road closures cause for affected businesses and the community, and
  - c. The true commercial value of such an exclusive use of a public asset.

### **VARIATION**

---

Mayor \_\_\_\_\_

13 August 2024

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

Through the Deputy Mayor, with consent of the Mover and Seconder, leave of the meeting was sought and granted to vary point 1 of the motion to remove the word 'both' as follows:

**Moved Cr Chris Grant  
S/- Cr Malcolm Herrmann**

**I move that a report be prepared for Council's consideration regarding:**

- 1. The appropriate level at which to set fees for road closures for commercial applicants in the Fees and Charges Register. The report should identify fee levels that are commensurate with:
 
  - a. The cost to ratepayers in terms of staff time and resources associated with the application and the event itself,**
  - b. The amount of disruption, inconvenience and loss road closures cause for affected businesses and the community, and**
  - c. The true commercial value of such an exclusive use of a public asset.****

<b>Carried</b>
----------------

**11.2 Levels of Service**

**Moved Cr Chris Grant  
S/- Cr Leith Mudge**

**258/24**

**I move that:**

- 1. A report be prepared for Council's consideration in conjunction with the existing services review, detailing the "levels of service" being provided by Council, including, but not restricted to infrastructure asset management in a manner that allows the Chamber to identify the "Level of Service" being provided in order to assess what is affordable, equitable and appropriate.**

<b>Carried Unanimously</b>
----------------------------

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

**12. OFFICER REPORTS – DECISION ITEMS**

**12.1 Review of Burials outside Cemeteries Policy and Update**

Moved Cr Chris Grant  
S/- Cr Malcolm Herrmann

259/24

**Council resolves:**

1. That the report be received and noted.
2. With an effective date of 1 August 2024, adopt the 23 July 2024 Burials outside Cemeteries Policy as per Appendix 1.
3. That the Chief Executive Officer be authorised to make any formatting, nomenclature or other minor changes to the 23 July 2024 Burials Outside Cemeteries Policy as per Appendix 1 prior to the date of effect.

<b>Carried Unanimously</b>
----------------------------

**12.2 Community Bushfire Reference Group Terms of Reference**

Under section 75B of the *Local Government Act 1999* Deputy Mayor Melanie Selwood disclosed a General (section 74) Conflict of Interest in Item 12.2.

- My husband is employed by a not-for-profit organisation called Treecoverly Ltd which works in the bushfire recovery space.

Deputy Mayor Melanie Selwood advised the meeting that her private interest would not result in her acting in a manner contrary to her public duty and that she intended to leave the meeting for Decision 1 but would return to the meeting when Decision 2 is discussed and participate in the debate and vote on the matter.

7:16pm Deputy Mayor Melanie Selwood left the meeting room.

With leave of the meeting Cr Chris Grant presided over Item 12.2 in the absence of Deputy Mayor Melanie Selwood.

Under section 75B of the *Local Government Act 1999* Cr Malcolm Herrmann disclosed a General (section 74) Conflict of Interest in Item 12.2.

- I am the President of the Birdwood CFS Brigade.

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

Cr Malcolm Herrmann advised the meeting that his private interest would not result in him acting in a manner contrary to his public duty and that he will remain in the meeting when the item is discussed and participate in the debate and vote on the matter.

Under section 75B of the *Local Government Act 1999* Cr Chris Grant disclosed a General (section 74) Conflict of Interest in Item 12.2.

- I am a member of a CFS Brigade.

Cr Chris Grant advised the meeting that his private interest would not result in him acting in a manner contrary to his public duty and that he will remain in the meeting when the item is discussed and participate in the debate and vote on the matter.

Under section 75C of the *Local Government Act 1999* Cr Adrian Cheater disclosed a Material (section 75) Conflict of Interest in Item 12.2.

- I am the elected officer of a CFS Brigade.

Cr Adrian Cheater advised that he will leave the meeting room.

Under section 75C of the *Local Government Act 1999* Cr Leith Mudge disclosed a Material (section 75) Conflict of Interest in Item 12.2.

- I intend to nominate as Council representative on the *Community Bushfire Reference Group*.

Cr Leith Mudge advised that he will leave the meeting room for Decision 2.

**FORMAL MOTION**

**Moved Cr Leith Mudge  
S/- Cr Nathan Daniell**

**260/24**

**That the item be adjourned until 13 August 2024 as Council is unable to meet quorum.**

<b>Carried</b>
----------------

7:22pm Deputy Mayor Melanie Selwood returned to the meeting room and resumed the Chair.

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

**12.3 Gawler River Floodplain Management Authority Membership Report**

Under section 75B of the *Local Government Act 1999* Cr Malcolm Herrmann disclosed a General (section 74) Conflict of Interest in Item 12.3.

- I am the Adelaide Hills Council's representative Board Member for the Gawler River Floodplain Management Authority

Cr Malcolm Herrmann advised the meeting his private interest would not result in him acting in a manner contrary to his public duty and intended to remain in the meeting when the item is discussed, and to participate in the debate and vote on the matter.

**Moved Cr Mark Osterstock  
S/- Cr Leith Mudge**

**261/24**

**Council resolves:**

- 1. That this report *Gawler River Floodplain Management Authority Membership Report* be received and noted.**
- 2. In light of the risks and opportunities of continued membership of GRFMA as outlined in this report, the CEO undertake a detailed examination of the implications of leaving the GRFMA, to be brought back to the Council for consideration by October 2024, noting that the CEO will seek additional budget to progress this project based on a cost estimate.**
- 3. That the CEO formally notify the GRFMA Board and Constituent Councils that Adelaide Hills Council is exploring leaving the GRFMA and seek their views of Adelaide Hills Council staying or leaving the GRFMA.**
- 4. That the CEO may, if appropriate, seek the views of the Minister or his office about Adelaide Hills Council staying or leaving the GRFMA.**

<b>Carried Unanimously</b>
----------------------------

**12.4 Gawler River Floodplain Management Authority 2024-25 Draft Annual Business Plan Options Report**

Under section 75B of the *Local Government Act 1999* Cr Malcolm Herrmann disclosed a General (section 74) Conflict of Interest in Item 12.4.

- I am the Adelaide Hills Council's representative Board Member for the Gawler River Floodplain Management Authority

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

Cr Malcolm Herrmann advised the meeting his private interest would not result in him acting in a manner contrary to his public duty and intended to remain in the meeting when the item is discussed, and to participate in the debate and vote on the matter.

**Moved Cr Leith Mudge**  
**S/- Cr Malcolm Herrmann**

262/24

**Council resolves:**

1. That this report *Gawler River Floodplain Management Authority Annual Business Plan Options Report* be received and noted.
2. That Council notes its decision at the 23 April 2024 Council Meeting to not approve the Draft 2024-25 Gawler River Floodplain Management Authority Annual Business Plan at that time on the following basis:
  - a. That the Council sees little if any benefit to the Adelaide Hills community in contributing to the cost of the further development of the flood mitigation works business case.
  - b. That the Council is opposed to the apportioning of costs for further developing the business case equally among the member Councils.
  - c. That the cost apportionment should be reflective of the relative contribution to the flood risk and the relative benefits of the flood mitigation works, to each community.
3. Notes that Council and the GRFMA have entered into dispute regarding the Draft 2024-25 Gawler River Floodplain Management Authority Annual Business Plan and Annual Budget.
4. For efficiency and resourcing reasons, to now approve the 2024-25 Gawler River Floodplain Management Authority Annual Business Plan and Annual Budget requiring a contribution from Council of approximately \$50,000, while registering its objections to the proposed further development of the flood mitigation works business case.
5. That the Chief Executive Officer advises the Gawler River Floodplain Management Authority Board of Councils resolution and is authorised to undertake all procedures and processes necessary and incidental thereto.

<b>Carried Unanimously</b>
----------------------------

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

**12.5 Community Renewables Program**

Moved Cr Nathan Daniell

S/- Cr Kirsty Parkin

263/24

Council resolves:

1. That the report be received and noted.
2. To note the City of Mitcham's Community Renewable Framework and thanks Mr Matt Romaine, Group Manager City of Mitcham, for his presentation on Monday 3 June 2024.
3. That a further report on the Community Renewal Program tailored to the Adelaide Hills Council and Community be provided to Council by no later than 12 November 2024.
4. That this report include:
  - a) Options for the establishment of an Adelaide Hills 'Community Renewables Program'
  - b) Options for the development of a Virtual Power Plant.
  - c) A cost-benefit analysis completed for any options presented to Council.

<b>Carried Unanimously</b>
----------------------------

**13. OFFICER REPORTS - INFORMATION ITEMS**

**13.1 Updating Arrangements for Building Fire Safety Committee Membership**

Moved Cr Mark Osterstock

S/- Cr Kirsty Parkin

264/24

Council resolves that the report be received and noted.

<b>Carried Unanimously</b>
----------------------------



**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

**14. CORRESPONDENCE FOR INFORMATION**

**14.1 Correspondence from Green Industries South Australia regarding single-use plastic bans.**

Moved Cr Kirrilee Boyd  
S/- Cr Nathan Daniell

**265/24**

Council resolves that the correspondence is received and noted.

<b>Carried Unanimously</b>
----------------------------

**14.2 Correspondence from Department of Infrastructure, Transport, Regional Development, Communications and the Arts regarding the Enhanced Electromagnetic Energy Program.**

Moved Cr Adrian Cheater  
S/- Cr Nathan Daniell

**266/24**

Council resolves that the correspondence is received and noted.

<b>Carried Unanimously</b>
----------------------------

**14.3 Correspondence from Australia Day Council regarding Public Service Medal nominations.**

Moved Cr Chris Grant  
S/- Cr Adrian Cheater

**267/24**

Council resolves that the correspondence is received and noted.

<b>Carried Unanimously</b>
----------------------------

**15. QUESTIONS WITHOUT NOTICE**

Nil

**16. MOTIONS WITHOUT NOTICE**

Having taken into consideration the Guiding Principles, the Deputy Mayor accepted the following Motion Without Notice.

Moved Cr Kirsty Parkin  
S/- Cr Nathan Daniell

**268/24**

That a workshop be held shortly to develop a reference framework for council members to approve Leave of Absences of elected members in conjunction with the review of the Code of Practice for Meeting Procedures.

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

**VARIATION**

Cr Nathan Daniell with consent of the Mover, sought and was granted leave of the meeting to vary the motion as follows:

**Moved Cr Kirsty Parkin  
S/- Cr Nathan Daniell**

**As part of the review of the ‘Code of Practice for Meeting Procedures’ the approval process for leave of absences for elected members be a focus for a workshop.**

<b>Carried Unanimously</b>
----------------------------

**17. REPORTS****17.1 Council Member Function or Activity on the Business of Council****Cr Melanie Selwood**

- 12 March 2024, NAIDOC March and Family Fun Day

**Cr Malcolm Herrmann**

- 7 July 2024, SALA Launch Top of the Torrens Gallery, Birdwood
- 18 July 2024, RSL Sub-branch Annual General Meeting, Gumeracha

**17.2 Reports of Members as Council/Committee Representatives on External Organisations**

- Nil

**17.3 CEO Report**

Greg Georgopoulos, CEO, provided Council with a verbal update, including:

- Recent focus on strategic risk.
- Recent focus on operations of Council.
- Advice to members encouraging attendance at the 30 July 2024 Workshop discussing end of financial year budget.

**18. REPORTS OF COMMITTEES****18.1 Council Assessment Panel – 10 July 2024**

**Moved Cr Leith Mudge  
S/- Cr Malcolm Herrmann**

**269/24**

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

Council resolves that the minutes of the Council Assessment Panel meeting held on 10 July 2024, as distributed, be received and noted.

<b>Carried Unanimously</b>
----------------------------

**18.2 Audit Committee**

Nil

**18.2.1 Audit Committee recommendations to Council – 15 April 2024**

Moved Cr Malcolm Herrmann  
S/- Cr Nathan Daniell

**270/24**

1. That the report be received and noted.
2. In relation to Appendix 1 of this report:
  - a. To approve the 2023-24 External Audit Plan by BDO Audit Pty Ltd.
  - b. To note the 2023-24 Financial Statement Audit – Engagement Letter (Appendix 2) and the 2023-24 Internal Financial Control Audit – Engagement (Appendix 3).
3. In relation to Appendix 4 of this report, to receive and note the Q3 2023-24 Quarterly Council Performance Report.

<b>Carried Unanimously</b>
----------------------------

**18.3 CEO Performance Review Panel**

Nil

**18.4 Boundary Change Committee**

Nil

8:09pm Cr Adrian Cheater left the meeting room and did not return.

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

**19. CONFIDENTIAL ITEMS**

**19.1 Land Management Agreement – Burial on Private Land – Exclusion of the Public**

Moved Cr Chris Grant

S/- Cr Kirsty Parkin

**271/24**

**Council resolves:**

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

- Chief Executive Officer, Greg Georgopoulos
- Director Environment & Infrastructure, David Waters
- Director Corporate Services, Gary Lewis
- Acting Director Community & Development, Jess Charlton
- Governance and Risk Coordinator, Zoë Gill
- Minute Secretary, Skye Ludzay
- IT Support, Tom Portas

be excluded from attendance at the meeting for Agenda Item 19.1: (Land Management Agreement – Burial on Private Land) in confidence.

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

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 the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead), the disclosure of which could provide information regarding financial affairs and health status.

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.

<b>Carried Unanimously</b>
----------------------------

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

**19.1.1 Land Management Agreement – Burial on Private Land – Confidential Item**

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

**19.1.2 Land Management Agreement – Burial on Private Land – Duration of Confidentiality**

Moved Cr Chris Grant  
S/- Cr Leith Mudge

**273/24**

**Council resolves:**

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*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

Item	Duration of Confidentiality NB: Item to be reviewed every 12 months if not released
Report	Until further order
Related Attachments	Until further order
Minutes	Until further order
Other (presentation, documents, or similar)	Until further order

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

<b>Carried</b>
----------------

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 23 July 2024  
63 MT BARKER ROAD STIRLING**

---

**20. NEXT ORDINARY MEETING**

The next ordinary meeting of the Adelaide Hills Council will be held on Tuesday 13 August 2024 from 6.30pm at 63 Mt Barker Road, Stirling.

**21. CLOSE MEETING**

The meeting closed at 8.12pm.

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 13 August 2024  
AGENDA BUSINESS ITEM**

**Item:** 7.1

**Responsible Officer:** Jess Charlton  
Acting Director Community and Development  
Community and Development

**Subject:** Community Bushfire CEO Reference Group Terms of Reference

**For:** Information

---

**SUMMARY**

This report is to inform Council that a Community Bushfire CEO Reference Group is to be established for the purpose of providing advice to the CEO on bushfire mitigation and preparedness.

At its meeting on 23 July 2024 Council was presented with the *Original Terms of Reference (Appendix 2)* for the establishment of a Community Bushfire Reference Group (the Group). The item was adjourned, and legal advice was sought regarding conflict of interests raised. The legal advice has resulted in the development of a revised *Community Bushfire CEO Reference Group Terms of Reference (Appendix 1)* in which the group is to be established by the Chief Executive Officer, rather than by a resolution of Council. The proposed membership of the Community Bushfire CEO Reference Group includes the Mayor. The Mayor may authorise another member of the Council to be her delegate on the Group.

The purpose of the group remains unchanged and aims to improve both the Council and Community's approach to bushfire preparedness, response and recovery, through a lens of "shared responsibility" and recognising the expertise, knowledge and experience that exists within the community.

**RECOMMENDATION**

**Council resolves:**

- 1. That the report be received and noted.**
- 

**1. BACKGROUND**

Since the 19/20 bushfire season, council officers working in community recovery, resilience and emergency management, have become increasingly aware that the community's voice, experience and ideas, are integral to improving community outcomes before, during and after disasters.

Through consultation with the Adelaide Hills Community Action Bushfire Network (AHCABN), the establishment of a formal mechanism to support the exchange of information about bushfire preparedness and emergency management, was highlighted as a priority.



The network suggested the development of a reference group, consisting of representatives from the local community, Country Fire Service (CFS) and the elected body, with the skills, knowledge and expertise to provide technical information or local insights, to assist the administration in improving its approach to bushfire preparedness and increase Council's capacity to effectively support the community to also become more prepared.

Accordingly, and through further consultation, the *Original Community Bushfire Reference Group Terms of Reference (Appendix 2)* was developed for a Community Bushfire Reference Group and presented to Council at its meeting on 23 July 2024. The item was adjourned to the next meeting following a number of conflicts of interest being declared.

## FORMAL MOTION

Moved Cr Leith Mudge  
S/- Cr Nathan Daniell

260/24

**That the item be adjourned until 13 August 2024 as Council is unable to meet quorum.**

<b>Carried</b>
----------------

Following the adjournment, legal advice was sought on conflicts of interest in relation to the item. This advice further considered the draft Terms of Reference for the Group and recommended a number of changes be made to ensure consistency with the *Local Government Act 1999*. As the intention of the group is to provide advice to the administration, the group should be established by the Chief Executive Officer. Further, if the CEO seeks to include a Council member on the reference group, then it should be the Mayor, consistent with the Mayor's statutory function as the leader of the Council and as its principal spokesperson. The Mayor, once appointed, can authorise another member of the Council to act in her place under Section 59(2) of the LG Act.

These recommendations have been incorporated into the revised *Community Bushfire CEO Reference Group Terms of Reference (Appendix 1)* now presented for receiving and noting by Council.

## 2. ANALYSIS

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

*Strategic Plan 2020-24 – A brighter future*

Goal 1	A Functional Built Environment
Objective B3	Consider external influences in our long-term asset management and adaption planning
Priority B3.4	Proactively adapt our built environment to changes in social and environmental factors to minimise the impact from natural hazards such as fire and flood

Goal 2	Community Wellbeing
Objective C4	An active, healthy, thriving and resilient community
Priority C4.5	Take an all-hazards approach to emergency management so we can support the emergency services and the community before, during and after disaster events
Goal 4	A Valued Natural Environment
Objective N2	Recognise the benefits of ecosystem services and improve environmental resilience by reducing environmental impacts
Priority N2.3	Mitigate bushfire risks across the landscape by undertaking fuel reduction activities including woody weed control, maintenance of asset protection zones and educate & enforcement to reduce fuels on private property
Goal 4	A Valued Natural Environment
Objective N3	Nurture valuable partnerships and collaborations and engage the local community in the management of our natural environment
Priority N3.1	Increase knowledge and environmental awareness within the community through engagement and education

The formation of the *Community Bushfire Reference Group* will assist relevant officers with several priorities in Council's *Emergency Management Plan* that were identified through risk assessments undertaken in 2020 and 2024. Including:

- Continue to mitigate bushfire risks across the landscape
- Continue to work in partnership with other emergency management stakeholders to reduce local emergency risk reflecting the 'shared responsibility' approach to disaster resilience.
- Actively support community education and resilience building activities noting that climate change will amplify the need for this work.
- Maintain, practice and implement systems and processes that enable council to support the emergency services and the community during the response to an emergency.
- Maintain, practice and implement systems and processes that enable council to restore the emotional, social, economic and physical wellbeing of the community, reconstruct physical infrastructure and to restore the environment following an emergency.

The formation of the group also supports Council in fulfilling its disaster risk reduction role outlined in the *Emergency Management Plan*, by:

- Understanding and communicating current and emerging disaster risks
- Integrating disaster risk into existing plans and decision-making
- Partnering with stakeholders in addressing priority emergency risks
- Strengthening disaster resilience in communities
- Provision of services that either directly or indirectly provide emergency management disaster risk reduction outcomes to the community

Additional alignment exists between the Community Bushfire CEO Reference Group and Council’s role to educate and encourage voluntary compliance relevant to disaster risk reduction on private properties, addressed through *Council’s Enforcement Policy* and *Burning Permit Policy*.

➤ **Legal Implications**

It is not a legal requirement for councils to establish reference groups for disaster risk reduction purposes, however, the following requirements of the *Local Government Act 1999* (the Act) are relevant to this initiative:

- Make informed and responsible decisions in the interest of the community (section 6)
- To provide for the welfare, well-being and interests of individuals and groups within its community (section 7)
- Take measures to protect its area from natural and other hazards and to mitigate the effects of such hazards (section 7)

As outlined in **Appendix 1**, the proposed membership of the Community Bushfire CEO Reference Group includes the Mayor. Accordingly, meetings of the Group will not be considered information of briefing sessions under section 90(A) of the Act. As outlined above, per section 59(2) of the Act, the Mayor may authorise another member of the Council to act in her place on the Group. It is a matter for the Mayor how she determines which member of the Council would act in her place, noting it would be permissible for her to consult with the other members of the Council regarding her decision in this regard.

➤ **Risk Management Implications**

Failure to connect with the community and relevant emergency services to understand local risks, issues, experiences and solutions, may affect the community’s or council’s ability to effectively prepare for, respond to and recover from, future bushfire events.

Without a dedicated and embedded mechanism to ensure community and emergency services perspectives are raised and understood by Council, Council’s emergency management plans and processes are at risk of failing to reflect the needs of the community.

The Community Bushfire CEO Reference Group is an additional mitigating action, to compliment council’s current actions that assist with disaster risk reduction in the Adelaide Hills and will assist in mitigating the risk of:

*Council’s processes and practices relating to Emergency Management fail to understand and reflect the needs and/or perspectives of the community.*

Inherent Risk	Residual Risk	Target Risk
4(C)	3(C)	3(C)

This is an additional mitigating action and compliments council’s current actions that assist with disaster risk reduction in the Adelaide Hills.

There is also a risk that an expectation will exist within the reference group, that Council will action all advice provided. Whilst advice will be noted and considered, it may not be implemented for a range of reasons. Managing expectations will be critical to the success of the relationship between Council and the group's members.

*Expectations of the Community Bushfire CEO Reference Group's members are unrealistic and unable to be met by Council staff.*

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

➤ **Financial and Resource Implications**

Attendance at *Community Bushfire CEO Reference Group* meetings by relevant council officers and the administration of the reference group, will be managed within existing resourcing.

Delivery of outcomes raised by the group may require additional resourcing dependent on the nature of the action. This may include involving staff from other departments or seeking additional funding through budget processes or via Council resolution.

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

Through the enablement of a stronger connection to the community, it is anticipated that there can be improvements to Council communication about bushfire mitigation, hazard reduction or preparedness which can support positive interactions between customer services, council officers and the community.

➤ **Sustainability Implications**

Not applicable.

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

Consultation on the development of this report was as follows:

<i>Council Committees:</i>	Not Applicable
<i>Council Workshops:</i>	Not Applicable
<i>Advisory Groups:</i>	Not Applicable
<i>External Agencies:</i>	CFS
<i>Community:</i>	Adelaide Hills Community Action Bushfire Network

➤ **Additional Analysis**

Listening to the community is a crucial component in shaping effective emergency management practices and policies for local governments. Engaging with community members ensures that the practices developed are reflective of the unique needs, vulnerabilities and strengths of the community, thereby enhancing resilience and preparedness.

Community members possess local knowledge and firsthand experiences that are invaluable in identifying risks, resources, and potential solutions specific to their area. This insight can assist Councils to anticipate and mitigate the impacts of emergencies more effectively.

Community reference groups serve as conduits for achieving this engagement, fostering a two-way dialogue between Council and residents. Examples of these groups can be found in local councils across Australia. The Mid Coast Council in NSW for example, has established a Community Resilience and Disaster Recovery Reference Group.

The establishment of these groups fosters a culture of shared responsibility and collective action as highlighted in the *People at Risk in Emergencies Framework for South Australia*. When community members are engaged and empowered to contribute to emergency management efforts, they become active participants in building their own resilience. This collaborative approach aligns with the principles outlined in the *National Strategy for Disaster Resilience*, which calls for a shared (but not necessarily equal) responsibility between governments, communities, businesses and individuals. It also supports priorities 1, 2 and 3 in the *Sendai Framework for Disaster Risk Reduction 2015-2030*, as well as findings and recommendations in the *South Australian Keelty Independent Review* after the 19/20 bushfire season.

In practical terms, community reference groups can provide critical feedback on local hazards, emergency plans and community engagement, communication and education strategies. They can also help identify gaps in current practices and suggest improvements based on lived experiences. Understanding local risk through community engagement is highlighted in the Australian *National Strategy for Disaster Resilience* (NSDR).

The formation of a Community Bushfire Reference Group builds on the work of Council's federally funded Community Resilience Team, by addressing one of the project's key aims; to support the continuous improvement of Council's emergency management processes, improving the response to local communities after future events.

### **3. OPTIONS**

Council has the following options:

- I. To receive and note the report (Recommended)

### **4. APPENDICES**

- (1) Community Bushfire CEO Reference Group TOR
- (2) Original Community Bushfire Reference Group TOR 23 July (redundant version)
- (3) Community Bushfire Reference Group TOR agenda report 23 July

---

# **Appendix 1**

*Community Bushfire CEO Reference Group TOR*

---

# Community Bushfire CEO Reference Group Terms of Reference

<b>Version</b>	1.0
<b>Responsible Department(s):</b>	Open Space and Regulatory Services
<b>Responsible Officer</b>	Manager Open Space
<b>Adoption Authority:</b>	CEO
<b>Date of Adoption:</b>	
<b>Effective From:</b>	
<b>Minute Reference for Adoption:</b>	
<b>Next Review:</b>	

## Version Control

<b>Version:</b>	<b>Date of Effect:</b>	<b>Description of Changes:</b>	<b>Approver:</b>
1.0			



# Community Bushfire CEO Reference Group Terms of Reference

## 1. BACKGROUND

The Adelaide Hills Council (**Council**) district is comprised of extensive areas rated as high bushfire risk. The Council recognises the extent of the threat to lives and property created by that risk.

In an ongoing manner, the Council has undertaken works on its land to reduce the bushfire threat posed to life, as well as to the assets on that land and adjoining community assets. It has also worked with government agencies and the community to manage the overall bushfire threat and to increase the community's preparedness for future bushfires in its area.

The Council recognises the expertise, knowledge and experience that exists within the community regarding such risks, as well as the importance of working closely with relevant agencies to assist it with its bushfire mitigation activities, to ensure constructive and effective approaches to increase community resilience.

## 2. ROLE

Against this background, the Community Bushfire CEO Reference Group (**Group**) has been established by the chief executive officer (**CEO**) of the Council for the purpose of providing advice to the CEO on bushfire mitigation and preparedness including, but not limited to, matters such as local bushfire risks (including specific risks in certain locations), threat assessment and knowledge of bushfire mitigation plans across other organisations, including those operating in the Council area.

The Group will share not only its own insights, but those of other groups and community members, with respect to challenges to preparedness and suggest effective strategies, as well as provide links to other organisations with bushfire knowledge, skills and experience.

The Group will be consulted by the CEO during the preparation and implementation of the Council's bushfire mitigation programs and activities.

## 3. STRATEGIC LINKS

### *Strategic Plan 2020-24 – A brighter future*

Goal	1	A Functional Built Environment
Objective	B3	Consider external influences in our long term asset management and adaptation planning
Priority	B3.4	Proactively adapt our built environment to changes in social and environmental factors to minimise the impact from natural hazards such and fire and flood



# Community Bushfire CEO Reference Group Terms of Reference

Goal	2	Community Wellbeing
Objective	C4	An active, healthy, thriving and resilient community
Priority	C4.5	Take an all hazards approach to emergency management so we can support the emergency services and the community before, during and after disaster events
Goal	4	A Valued Natural Environment
Objective	N2	Recognise the benefits of ecosystem services and improve environmental resilience by reducing environmental impacts
Priority	N2.3	Mitigate bushfire risks across the landscape by undertaking fuel reduction activities including woody weed control, maintenance of asset protection zones and educate & enforcement to reduce fuels on private property
Goal	4	A Valued Natural Environment
Objective	N3	Nurture valuable partnerships and collaborations and engage the local community in the management of our natural environment
Priority	N3.1	Increase knowledge and environmental awareness within the community through engagement and education

DRAFT



# Community Bushfire CEO Reference Group Terms of Reference

## 4. FUNCTIONS

The Group will provide advice to the CEO, as and when requested by the CEO, regarding:

- Bushfire mitigation strategies in the Council's area;
- Opportunities for coordination of bushfire mitigation activities;
- Preparation and implementation of the Council's bushfire mitigation programs and activities;
- Networking opportunities to connect with experts, community groups, organisations and skilled individuals in the areas of bushfire mitigation;
- Community preparedness for bushfire response and recovery;
- Community engagement and communications relating to bushfire preparedness;
- Recovery needs of communities impacted by bushfire events; and
- Areas for improvement relating to preparedness, disaster risk reduction, bushfire response and recovery

The Group will act as a conduit between the CEO and the community to ensure the timely and effective exchange of accurate information and messaging relating to bushfire preparedness in the Council area.

## 5. MEMBERSHIP

The membership of the Group shall be determined by the CEO from time to time and may differ depending on the nature of the advice being sought in any particular instance.

Generally (but without limiting the CEO's discretion to depart from this structure), the Group will consist of:

- the Mayor (or another Council member whom the Mayor may authorise to act in their place for this specific purpose); and
- up to six (6) organisation and community representatives who belong to any one or more of the following categories (with ideally all three categories being represented):

### *Categories of organisation and community representatives*

- Persons currently associated with the South Australian Country Fire Service (the **CFS**) in particular with respect to "Region 1" and "Region 2" (which may include volunteers and/or paid staff members of CFS);
- Members of the Adelaide Hills Community Action Bushfire Network (the **AHCABN**);
- Residents of the Adelaide Hills Council area.

The CEO may seek nominations from the CFS and/or AHCABN with respect to the appointment of organisation and community representatives as and when deemed appropriate by the CEO. The CEO may also seek nominations of proxies from the CFS and/or AHCABN, in the event that the principal nominee(s) of the CFS and/or AHCABN are unable to attend any meeting or otherwise participate in the proceedings of the Group.

# Community Bushfire CEO Reference Group

## Terms of Reference

The CEO may utilise an expression of interest process to select residents of the Adelaide Hills Council area as members of the Group. Residents with relevant qualifications and/or experience in bushfire preparedness, response and/or recovery will generally be preferred.

The CEO may require proof of identity or qualifications, and/or a National Police Record Check certificate, from any prospective Group member as a precondition to selection any may impose any other preconditions which the CEO considers reasonable and appropriate.

### **6. MEMBERSHIP TERM**

At the time of appointment, the CEO will indicate to any member the term of their appointment. At the expiry of a term of appointment, the CEO may re-appoint a member for another term to be determined by the CEO.

Notwithstanding the term of appointment, members of the Group serve at the pleasure of the CEO and the CEO may terminate any appointment and/or reconstitute the Group on whatever basis the CEO sees fit from time to time.

### **7. ADMINISTRATIVE SUPPORT**

The Chief Executive Officer shall appoint a member of staff as Executive Officer for the Community Bushfire Reference Group and will provide other supporting resources as necessary.

### **8. PROCEDURE AND FREQUENCY OF MEETINGS AND OTHER CONSULTATION**

The Group will be convened and consulted on ad hoc basis, whenever the CEO determines that it is appropriate to seek the Group's advice.

The Group may confer by way of meetings held in person or electronically (or a combination of in person and electronically), or by correspondence, as and in the manner directed by the CEO.

The CEO (with the assistance of the Executive Officer) will give notice of any meetings of the Group, and will record the proceedings of the Group, in whatever the manner the CEO sees fit.

The CEO will preside at any meeting of the Group. Procedures will be as determined by the CEO and will be characterised by a minimum of formality. Advice and recommendations of the Group may be communicated to the CEO by any method directed by the CEO.

Meetings will not be open to the public. However, the CEO may invite any person the CEO sees fit to attend any meeting as an observer or to provide any briefing to the Group. Without limitation this may include officers of the Council, the Department for Environment and Water, SA Water, or the Hills and Fleurieu Landscape Board.

# Community Bushfire CEO Reference Group Terms of Reference

## 9. LEGAL STATUS OF GROUP

The Group is not a committee or subsidiary of the Council and has no delegated power to make decisions on behalf of the Council.

The Group provides advice to the CEO. The CEO may in turn exercise functions of the CEO or direct other staff to exercise functions taking into account that advice. In appropriate cases, the CEO may also communicate the Group's advice to the Council elected body.

The CEO may amend these terms of reference at any time.

## 10. MEMBERSHIP STATUS

Organisation and community representative who are members of the Group have status as volunteers of the Council and a condition of their appointment is that they are willing to register as Council volunteers. It is intended that they will be subject to any Volunteer Insurance Policy that may be in place from time to time as part of Council's membership of the LGA Mutual Liability Scheme.

CFS members' involvement in the Group constitutes the exercise of official duties as CFS volunteers and/or staff and as such will work under the policies and procedures of the CFS.

Organisation and community representative who are members of the Group are not indemnified by the Council against any liability arising as a result of their actions or omissions related to their involvement with the Group or undertaken in connection with their role as a member of the Group.

The Mayor's involvement with the Group is undertaken in pursuit of the Mayor's statutory function as the leader of the Council and its principal spokesperson under section 58 of the *Local Government Act 1999*. If the Mayor authorises another Council member to fulfil the role of the Mayor under these terms of reference, that other Council member participate in pursuit of section 59(2) of the *Local Government Act 1999*. It is intended therefore that the Mayor or any other Council member is protected from civil liability with respect to any honest acts or omission undertaken in their role as a member of the Group, pursuant to section 39 of the *Local Government Act 1999*.

## 11. CONDUCT OF MEMBERS

Organisation and community representatives who are members of the Group are volunteers of the Council and must abide by any Policy or Procedure in place for Council volunteers (including as amended from time to time).

All members of the Group must disclose any potential conflict of interest they may have in an item of business for discussion and, following such disclosure, must adhere to any direction the CEO may have with respect to that item of business (which may include not participating in discussion regarding the relevant item of business).

# Community Bushfire CEO Reference Group

## Terms of Reference

A conflict of interest for the purpose of these Terms of Reference means any circumstances where the member has any involvement in either a personal or business capacity with respect to the item of business, and the member may gain a benefit or suffer a loss if the CEO acts in accordance with the Group's recommendation (whatever it might be) with respect to the item of business.

Members of the Group must not use their position, or information received by reason of their membership, to act dishonestly or gain benefit for themselves, or another, or to cause detriment to the Council, either directly or indirectly.

Members of the Group shall observe principles of confidentiality on all matters, unless otherwise authorised by the CEO to make any information public. Members of the Group are expected to:

- Attend meetings regularly;
- Prepare for meetings;
- Comply with their obligations in respect of conflicts of interest;
- Maintain confidentiality when it is required; and
- Treat other members of the Group, as well as Council officers, staff and guests, with courtesy and respect at all times.

### 12. SPOKESPERSON

Members of the Group are not permitted to speak to the media or make representations on social media on behalf of the Group, or the Council, unless specifically authorised to do so by the CEO.

### 13. REPORTING

The CEO may provide a report to the Council annually at the end of each bushfire season (or at any other interval the CEO sees fit), to inform the Council with respect to the areas of work the Group has contributed to, as well as identifying issues requiring further consideration of the Council.



---

## **Appendix 2**

*Original Community Bushfire Reference Group TOR 23  
July (redundant version)*

---

# Community Bushfire Reference Group Terms of Reference

<b>Version</b>	1.0
<b>Responsible Department(s):</b>	Open Space and Regulatory Services
<b>Responsible Officer</b>	Manager Open Space
<b>Adoption Authority:</b>	Council
<b>Date of Adoption:</b>	
<b>Effective From:</b>	
<b>Minute Reference for Adoption:</b>	
<b>Next Review:</b>	

## Version Control

<b>Version:</b>	<b>Date of Effect:</b>	<b>Description of Changes:</b>	<b>Approver:</b>
1.0			





# Community Bushfire Reference Group Terms of Reference

## 1. BACKGROUND

The Adelaide Hills Council (**Council**) district is comprised of extensive areas rated as high bushfire risk. The Council recognises the extent of the threat to lives and property created by that risk.

In an ongoing manner, the Council has undertaken works on its land to reduce the bushfire threat posed to life, as well as to the assets on that land and adjoining community assets. It has also worked with government agencies and the community to manage the overall bushfire threat and to increase the community's preparedness for future bushfires in its area.

The Council recognises the expertise, knowledge and experience that exists within the community regarding such risks, as well as the importance of working closely with relevant agencies to assist it with its bushfire mitigation activities, to ensure constructive and effective approaches to increase community resilience.

## 2. ROLE

Against this background, the Community Bushfire Reference Group (**Group**) has been established for the purpose of providing advice to the Council on bushfire mitigation and preparedness including, but not limited to, matters such as local bushfire risks (including specific risks in certain locations), threat assessment and knowledge of bushfire mitigation plans across other organisations, including those operating in the Council area.

The Group will share not only its own insights, but those of other groups and community members, with respect to challenges to preparedness and suggest effective strategies, as well as provide links to other organisations with bushfire knowledge, skills and experience.

The Group will be consulted by Council officers during the preparation and implementation of the Council's bushfire mitigation programs and activities.

Advice provided by the group will be considered by Council Officers, alongside capacity and resourcing requirements.

## 3. STRATEGIC LINKS

### *Strategic Plan 2020-24 – A brighter future*

Goal	1 - A Functional Built Environment
Objective	B3 - Consider external influences in our long term asset management and adaptation planning
Priority	B3.4 - Proactively adapt our built environment to changes in social and environmental factors to minimise the impact from natural hazards such and fire and flood

Goal	2 - Community Wellbeing
Objective	C4 - An active, healthy, thriving and resilient community



# Community Bushfire Reference Group Terms of Reference

Priority	C4.5 - Take an all hazards approach to emergency management so we can support the emergency services and the community before, during and after disaster events
Goal	4 – A Valued Natural Environment
Objective	N2 - Recognise the benefits of ecosystem services and improve environmental resilience by reducing environmental impacts
Priority	N2.3 - Mitigate bushfire risks across the landscape by undertaking fuel reduction activities including woody weed control, maintenance of asset protection zones and educate & enforcement to reduce fuels on private property
Goal	4 – A Valued Natural Environment
Objective	N3 – Nurture valuable partnerships and collaborations and engage the local community in the management of our natural environment
Priority	N3.1 – Increase knowledge and environmental awareness within the community through engagement and education

DRAFT



# Community Bushfire Reference Group Terms of Reference

## 4. FUNCTIONS

The Group will provide advice to relevant Council officers regarding:

- Bushfire mitigation strategies in the Council's area;
- Opportunities for coordination of bushfire mitigation activities;
- Preparation and implementation of the Council's bushfire mitigation programs and activities;
- Networking opportunities to connect with experts, community groups, organisations and skilled individuals in the areas of bushfire mitigation;
- Community preparedness for bushfire response and recovery;
- Community engagement and communications relating to bushfire preparedness;
- Recovery needs of communities impacted by bushfire events; and
- Areas for improvement relating to preparedness, disaster risk reduction, bushfire response and recovery

The Group will act as a conduit between Council Officers and the community to ensure the timely and effective exchange of accurate information and messaging relating to bushfire preparedness in the Council area.

## 5. MEMBERSHIP

The membership of the Group shall consist of one (1) Council Member and six (6) independent members (**Independent Members**).

Independent Members of the Group shall be organisation and community representatives and **must** be nominated according to the following criteria:

- Two (2) independent members currently associated with the South Australian Country Fire Service (the **CFS**). CFS independent members are to be selected from "Region 1" and "Region 2", one member will be a volunteer serving in the Adelaide Hills Council District and the other, a paid member of staff;
- Two (2) independent members who must be members of the Adelaide Hills Community Action Bushfire Network (the **AHCABN**);
- Two (2) independent members who must reside within the Adelaide Hills Council area.

## 6. MEMBERSHIP APPOINTMENT

Appointment of the Council Member will be made by resolution of the Council.

Nominations for the Independent CFS Members will be sought in writing from the Commanders of Region 1 and Region 2.

Nominations for the Independent AHCABN Members will be sought in writing from AHCABN.

AHCABN and the CFS Commander may also nominate proxies for their nominees, who should fulfill the role of members when the members are unavailable or unable to fulfill their duties as part of the reference group.

# Community Bushfire Reference Group Terms of Reference

Selection of the two Independent Members residing in the Adelaide Hills Council area, will be determined by way of an expression of interest process, to be facilitated by Council Administration. Selection will be based on relevant qualifications and/or experience in bushfire preparedness, response and/or recovery. A panel of appropriate council staff will recommend membership of Independent Members, with final approval sought from the CEO.

~~On application~~ If shortlisted, prospective Members will be required to submit:

- Proof of Identity
- National Police Record Check Certificate.

In the absence of these documents, an applicant will not be considered for selection.

The CEO may remove any Independent Member from the Group during the term of appointment, however, prior to doing so must provide the Member with an opportunity to respond to the reasons why the Council Administration proposes to remove the Member.

## 7. MEMBERSHIP TERM

The term of office for all Members shall be two (2) years and where possible a “staggered expiry” of members’ terms will be followed to ensure continuity.

Nominations for new Independent CFS Members will be sought in writing from the Commanders of Region 1 and Region 2 in writing not less than two (2) months prior to the expiry of a current Member’s term of office.

Nominations for new Independent AHCABN Members will be sought in writing from AHCABN not less than two (2) months prior to the expiry of a current Member’s term of office.

Selection of new Independent Members residing in the Adelaide Hills Council area, will be determined using an expression of interest process, to be facilitated by Council Administration, not less than two (2) months prior to the expiry of a current Member’s term of office.

## 8. EXECUTIVE OFFICER

The Chief Executive Officer shall appoint a member of staff as Executive Officer for the Community Bushfire Reference Group and will provide other supporting resources as necessary.

## 9. Chair Person

The Group will appoint a chair from amongst the Independent Members at each meeting.

The role of the Chair Person includes to:

- Oversee and facilitate the conduct of meetings;

# Community Bushfire Reference Group Terms of Reference

- Ensure all Members have an opportunity to participate in discussions in an open and encouraging manner;
- Where a matter has been debated significantly and no new information is being discussed, to call the meeting to order.

## 10. MEMBERSHIP STATUS

Community members of the Group have status as volunteers of the Council and a condition of their appointment is that they are willing to register as Council volunteers. They will be subject to Volunteer Insurance Policy that may be in place from time to time as part of Council's membership of the Mutual Liability Scheme.

CFS members' involvement in the group constitutes the exercise of official duties as CFS volunteers and or staff and as such will work under the policies and procedures of the CFS.

Independent members are not indemnified by the Council against any liability arising as a result of their actions or omissions related to their involvement with the Group or undertaken in connection with their role as a member of the Group.

Elected Members' involvement with the Group constitutes the exercise of official functions and duties of office of an elected member under the *Local Government Act 1999*. Elected Members are, therefore, protected from civil liability in their role as Group members pursuant to section 39 of the *Local Government Act 1999*.

## 11. FREQUENCY OF MEETINGS

Meetings will be held a minimum of two (2) times per year. This can be increased according to need and capacity of attending members and Council officers and will be decided by the Executive Officer.

## 12. ACCESS TO MEETINGS

Meetings of the Group will be closed to the public.

Key staff from relevant agencies may be invited by the Executive Officer to attend meetings as guests, where their expertise is required to inform discussion, programs or policy direction.

Relevant agencies may include (but are not limited to):

- Department for Environment and Water;
- SA Water;
- Hills and Fleurieu Landscapes Board

Staff will assist with:

- Preparation of the relevant meeting Agenda;
- Taking of Minutes of the meeting; and
- Setting up and closing the meeting room.

# Community Bushfire Reference Group Terms of Reference

Attendance from other relevant Council officers may be required to receive feedback on an area related to their role or responsibilities at the Council and/or to provide information to the Group.

Council Officers attending meetings of the Group, may need to contact individual group members outside of meetings, to gain further insights from the individual on a specific subject relevant to the Officer's work.

## 13. LEGAL STATUS

The Group has no delegated power to make decisions on behalf of the Council.

The Group fulfils an advisory role only to Council Officers with such recommendations (if any) to be transmitted by Council staff each meeting of the Group to relevant Council Officers for receipt, and consideration.

## 14. AGENDA AND MINUTES

The Minutes of the proceedings of a Group meeting will be taken by an attending Council Officer.

The Minutes must include:

- The names of the Members present at the meeting;
- A summary of matters discussed and input provided by the Group; and
- Any disclosure of an interest made by a Group member.

The Minutes will be submitted for confirmation at the next meeting of the Group.

The Minutes will be provided within three (3) business days following the date of the meeting to:

- The Council Administration in the manner notified by the Council to the Presiding Member; and
- All Members of the Group by email.

## 15. CONDUCT OF MEMBERS

Independent Members of the Group are volunteers of the Council and must abide by any Policy or Procedure in place for Council volunteers (including as amended from time to time).

All Members must disclose any conflict of interest they may have in an item of business for discussion.

A conflict of interest for the purpose of these Terms of Reference is any direct involvement in either a personal or business capacity with the item of business for which that Member may gain a benefit or suffer a loss if the [Council resolves Administration atcs](#) in accordance with the Group's recommendation.

# Community Bushfire Reference Group

## Terms of Reference

Members of the Group must not use their position, or information received by reason of their membership, to act dishonestly or gain benefit for themselves, or another, either directly or indirectly.

Members of the Group shall observe principals of confidentiality on all matters, unless otherwise authorised by the Council to make public the same. Members of the Group are expected to:

- Attend meetings regularly;
- Prepare for meetings;
- Comply with their obligations in respect of conflicts of interest;
- Maintain confidentiality when it is required; and
- Treat other Members, as well as Council officers, staff and guests, with courtesy and respect at all times.

### **16. SPOKESPERSON**

Members of the Group are not permitted to speak to the media or make representations on social media on behalf of the Group, or the Council, unless specifically authorised to do so by the Council.

### **17. REPORTING**

An appropriate Council Officer will provide a report to the Council annually, to be supplied at the end of each bushfire season, to inform the Council with respect to the areas of work the Group has contributed to, as well as identifying issues requiring further consideration of the Council.



---

## **Appendix 3**

*Community Bushfire Reference Group TOR agenda  
report 23 July*

---

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 23 July 2024  
AGENDA BUSINESS ITEM**

**Item:** 12.2

**Responsible Officer:** Jess Charlton  
Director Community and Development

**Subject:** Community Bushfire Reference Group Terms of Reference

**For:** Decision

---

**SUMMARY**

This report outlines the importance of incorporating community input into Council's Emergency Management processes, to improve outcomes for the community before, during and after disasters. A formal mechanism to aid the exchange of information between council and the community is suggested in the form of a Community Bushfire Reference Group. The group would involve membership from local community members, the Country Fire Service (CFS), and an Elected Member with attendance at meetings by relevant council officers. The purpose of the group is to improve both the Council and community's approach to bushfire preparedness, response, and recovery, through a lens of "shared responsibility".

A *Terms of Reference* (Appendix 1) has been drafted and is recommended for adoption.

**RECOMMENDATION**

**Decision 1**

**Council resolves:**

1. That the report be received and noted.
2. That Council establish a Community Bushfire Reference Group to improve the Council and community's approach to bushfire preparedness, response, and recovery.
3. That Council adopts the *Terms of Reference (TOR)* in *Appendix 1* for the Community Bushfire Reference Group.
4. That the Chief Executive Officer be authorised to make any formatting, nomenclature or other minor changes to the Community Bushfire Reference Group *Terms of Reference* as per *Appendix 1*.
5. To determine that the method of selecting the Council's representative on the *Community Bushfire Reference Group* be by an indicative vote utilising the process set out in clause 4.7 of the *Code of Practice for Council Meeting Procedures*.



6. **To adjourn the Council meeting for the purposes of seeking nominations for and, if necessary, conducting an indicative vote to determine the preferred person as the Council’s representative on the *Community Bushfire Reference Group* and for the meeting to resume once the results of the indicative vote have been declared.**

## **Decision 2**

### **Council resolves:**

7. **To appoint \_\_\_\_\_ as the Council’s representative on the Community Bushfire Reference Group for a term to commence from 24 July 2024 and conclude 23 July 2026.**
- 

## **1. BACKGROUND**

Since the 19/20 bushfire season, council officers working in community recovery, resilience and emergency management, have become increasingly aware that the community’s voice, experience and ideas, are integral to improving community outcomes before, during and after disasters.

Through consultation with the Adelaide Hills Community Action Bushfire Network (AHCABN), the establishment of a formalised mechanism to support the exchange of information between council and the community, about bushfire preparedness and emergency management, was highlighted as a priority.

The network suggested the development of a reference group, consisting of representatives from the local community, Country Fire Service (CFS) and the elected body, with the skills, knowledge and expertise to provide technical information or local insights, to assist council to improve its approach to bushfire preparedness and increase Council’s capacity to effectively support the community to also become more prepared.

The reference group will provide a recognised platform for the exchange of ideas and information with considerable community leadership going into the original concept and desired operating model. It will operate under a less structured model to an advisory group including the previous Bushfire Advisory Group, noting that at its meeting in March 2023 Council determined to suspend the operation of its advisory groups until it has determined a position on its broader governance structures following the Strategic Plan development.

Accordingly, and through further consultation with AHCABN, lawyers and relevant council staff, a *Terms of Reference* has been developed for a Community Bushfire Reference Group.

The formation of this reference group supports the concept of a “shared responsibility” approach between government, emergency services and the community in preparing for disasters. It also supports priorities 1, 2 and 3 in the *Sendai Framework for Disaster Risk Reduction 2015-2030*, as well as findings and recommendations in the South Australian *Keelty Independent Review* after the 19/20 bushfire season.

The formation of a Community Bushfire Reference Group builds on the work of Council’s federally funded Community Resilience Team, by addressing one of the project’s key aims; to support the continuous improvement of Council’s emergency management processes, improving the response to local communities after future events.

## 2. ANALYSIS

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

#### *Strategic Plan 2020-24 – A brighter future*

Goal 1	A Functional Built Environment
Objective B3	Consider external influences in our long-term asset management and adaption planning
Priority B3.4	Proactively adapt our built environment to changes in social and environmental factors to minimise the impact from natural hazards such as fire and flood
Goal 2	Community Wellbeing
Objective C4	An active, healthy, thriving and resilient community
Priority C4.5	Take an all-hazards approach to emergency management so we can support the emergency services and the community before, during and after disaster events
Goal 4	A Valued Natural Environment
Objective N2	Recognise the benefits of ecosystem services and improve environmental resilience by reducing environmental impacts
Priority N2.3	Mitigate bushfire risks across the landscape by undertaking fuel reduction activities including woody weed control, maintenance of asset protection zones and educate & enforcement to reduce fuels on private property
Goal 4	A Valued Natural Environment
Objective N3	Nurture valuable partnerships and collaborations and engage the local community in the management of our natural environment
Priority N3.1	Increase knowledge and environmental awareness within the community through engagement and education

The formation of the *Community Bushfire Reference Group* will assist relevant officers with several priorities in Council's *Emergency Management Plan* that were identified through risk assessments undertaken in 2020 and 2024. Including:

- Continue to mitigate bushfire risks across the landscape
- Continue to work in partnership with other emergency management stakeholders to reduce local emergency risk reflecting the 'shared responsibility' approach to disaster resilience.
- Actively support community education and resilience building activities noting that climate change will amplify the need for this work.
- Maintain, practice and implement systems and processes that enable council to support the emergency services and the community during the response to an emergency.
- Maintain, practice and implement systems and processes that enable council to restore the emotional, social, economic and physical wellbeing of the community,

reconstruct physical infrastructure and to restore the environment following an emergency.

The formation of the group also supports Council in fulfilling its disaster risk reduction role outlined in the *Emergency Management Plan*, by:

- Understanding and communicating current and emerging disaster risks
- Integrating disaster risk into existing plans and decision-making
- Partnering with stakeholders in addressing priority emergency risks
- Strengthening disaster resilience in communities
- Provision of services that either directly or indirectly provide emergency management disaster risk reduction outcomes to the community

Additional alignment exists between the Community Bushfire Reference Group and Council's role to educate and encourage voluntary compliance relevant to disaster risk reduction on private properties, addressed through *Council's Enforcement Policy* and *Burning Permit Policy*.

#### ➤ **Legal Implications**

It is not a legal requirement for councils to establish reference groups for disaster risk reduction purposes, however, the following requirements of the *Local Government Act 1999* (the Act) are relevant to this initiative:

- Make informed and responsible decisions in the interest of the community (section 6)
- To provide for the welfare, well-being and interests of individuals and groups within its community (section 7)
- Take measures to protect its area from natural and other hazards and to mitigate the effects of such hazards (section 7)

As outlined in *Appendix 1*, the proposed membership of the Community Bushfire Reference Group includes one Council Member. Accordingly, meetings of the Group will not be considered information of briefing sessions under section 90(A) of the Act.

*Section 74 – General conflicts of interest* of the Act set out the provisions regarding General Conflicts of Interest. In considering a General Conflict of Interest (COI), an impartial, fair-minded person might consider that the Council Member's private interests might result in the Member acting in a manner that is contrary to their public duty. For this matter, Council Members seeking to be appointed to the Community Bushfire Reference Group may have a General COI and should consider declaring the interest and acting in accordance with *s75B – Dealing with general conflicts of interest*.

*Section 75 – Material conflicts of interest* of the Act set out the provisions regarding Material Conflicts of Interest. In considering a Material Conflict of Interest (COI), a member of a council has a material conflict of interest in a matter to be discussed at a meeting of the council if a class of persons as defined in *s75(1)(a-l)* in the Act would gain a benefit, or suffer a loss, (whether directly or indirectly and whether of a personal or pecuniary nature) depending on the outcome of the consideration of the matter at the meeting. For this matter, Council Members seeking to be appointed to the Community Bushfire Reference Group may have a

Material COI and should consider declaring the interest and acting in accordance with s75C – *Dealing with material conflicts of interest.*

Council’s *Information or Briefing Sessions Policy* created under s90A (1) sets out the provisions for the conduct of an Information or Briefing Session such as the session recommended for the purposes of indicative voting. The above COI provisions do not apply to an Information Session, if it occurs.

Clause 4.7 of the *Code of Practice for Council Meeting Procedures* outlines the indicative voting process and is outlined in the further analysis section of this report.

➤ **Risk Management Implications**

Failure to connect with the community and relevant emergency services to understand local risks, issues, experiences and solutions, may affect the community’s or council’s ability to effectively prepare for, respond to and recover from, future bushfire events.

Without a dedicated and embedded mechanism to ensure community and emergency services perspectives are raised and understood by Council, Council’s emergency management plans and processes are at risk of failing to reflect the needs of the community.

The Community Bushfire Reference Group is an additional mitigating action, to compliment council’s current actions that assist with disaster risk reduction in the Adelaide Hills and will assist in mitigating the risk of: Resolving to create a Community Bushfire Reference Group will assist in mitigating the risk of:

*Council’s processes and practices relating to Emergency Management fail to understand and reflect the needs and/or perspectives of the community.*

Inherent Risk	Residual Risk	Target Risk
4(C)	3(C)	3(C)

This is an additional mitigating action and compliments council’s current actions that assist with disaster risk reduction in the Adelaide Hills.

There is also a risk that an expectation will exist within the reference group, that Council will action all advice provided. Whilst advice will be noted and considered, it may not be implemented for a range of reasons. Managing expectations will be critical to the success of the relationship between Council and the group’s members.

*Expectations of the Community Bushfire Reference Group’s members are unrealistic and unable to be met by Council staff.*

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

➤ **Financial and Resource Implications**

Attendance at *Community Bushfire Reference Group* meetings by relevant council officers and the administration of the reference group, will be managed within existing resourcing.

Delivery of outcomes raised by the group may require additional resourcing dependent on the nature of the action. This may include involving staff from other departments or seeking additional funding through budget processes or via Council resolution.

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

Through the enablement of a stronger connection to the community, it is anticipated that there can be improvements to Council communication about bushfire mitigation, hazard reduction or preparedness which can support positive interactions between customer services, council officers and the community.

➤ **Sustainability Implications**

Not applicable.

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

Consultation on the development of this report was as follows:

<i>Council Committees:</i>	Not Applicable
<i>Council Workshops:</i>	Not Applicable
<i>Advisory Groups:</i>	Not Applicable
<i>External Agencies:</i>	CFS
<i>Community:</i>	Adelaide Hills Community Action Bushfire Network

➤ **Additional Analysis**

Listening to the community is a crucial component in shaping effective emergency management practices and policies for local governments. Engaging with community members ensures that the practices developed are reflective of the unique needs, vulnerabilities and strengths of the community, thereby enhancing resilience and preparedness.

Community members possess local knowledge and firsthand experiences that are invaluable in identifying risks, resources, and potential solutions specific to their area. This insight can assist Councils to anticipate and mitigate the impacts of emergencies more effectively.

Community reference groups serve as conduits for achieving this engagement, fostering a two-way dialogue between Council and residents. Examples of these groups can be found in local councils across Australia. The Mid Coast Council in NSW for example, has established a Community Resilience and Disaster Recovery Reference Group.

The establishment of these groups fosters a culture of shared responsibility and collective action. When community members are engaged and empowered to contribute to emergency management efforts, they become active participants in building their own resilience. This collaborative approach aligns with the principles outlined in the *National Strategy for Disaster Resilience*, which calls for a shared (but not necessarily equal) responsibility between governments, communities, businesses and individuals.

In practical terms, community reference groups can provide critical feedback on local hazards, emergency plans and community engagement, communication and education strategies. They can also help identify gaps in current practices and suggest improvements based on lived experiences. Understanding local risk through community engagement is highlighted in the Australian *National Strategy for Disaster Resilience* (NSDR).

Adopting a “Whole of Community Approach” to Emergency Management is also highlighted in the *People at Risk in Emergencies Framework for South Australia*, which encourages emergency planning that “brings people and organisations together to understand collective strengths and vulnerabilities”, a practice that would be strengthened through the formation of a Community Bushfire Reference Group.

#### Indicative Voting Process for Determining Council Appointed Positions

Due to the implications of the General and Material Conflict of Interest provisions (see Legal Implications above), 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 for the Community Bushfire Reference Group Council Member position.

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 an Information or Briefing Session for the purposes of s90A and the *Information or Briefing Sessions Policy* (the Policy). As an Information or Briefing Session, the Chief Executive will conduct the meeting in accordance with the Policy.

The proposed Indicative Vote Process below is based on the Appointments to Positions Process contained in Clause 4.7 Council’s *Code of Practice for Council Meeting Procedures* with modifications to suit the legislative requirements of the conflict of interest and informal gatherings provisions.

The proposed Indicative Voting Process is:

- a) Chief Executive Officer calls for self-nominations for the Council Member Community Bushfire Reference Group position.
- 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 Member.
- g) The nominees’ names will be drawn to determine the order on the ballot paper.
- h) Each Member will write the nominee’s names on the ballot paper in the order they are drawn.
- i) Each nominee will have two (2) minutes to speak in the Briefing Session in support of their candidacy. The speaking order will be as listed on the ballot paper.
- j) Members will cast their votes and the 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 Member (not being a nominee for the position being determined) or an Officer] present.

- k) 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.
- l) After all votes have been counted, the Returning Officer shall return to the Briefing Session and publicly declare the result of the election (i.e. the preferred person).
- m) The ballot papers will be shredded.

### 3. OPTIONS

Council has the following options:

- I. Establish a Community Bushfire Reference Group and adopt the *Terms of Reference* as detailed in **Appendix 1** (Recommended)
- II. Seek amendments to the Community Bushfire Reference Group *Terms of Reference*.
- III. Seek alternative methods for incorporating community input into Council's approach to bushfire preparedness, response, and recovery.

Should the Council identify the need for substantial amendments to the *Terms of Reference*, or for alternative methods of incorporating community input into Council's approach to bushfire preparedness, 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 Council for further consideration.

### 4. APPENDICES

- (1) Community Bushfire Reference Group Terms of Reference

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 13 August 2024  
AGENDA BUSINESS ITEM**

<b>Item:</b>	<b>8.1.1</b>
<b>Responsible Officer:</b>	<b>Zoe Gill Governance &amp; Risk Coordinator Office of the Chief Executive</b>
<b>Subject:</b>	<b>Petition – Civic Awards and Citizenship Ceremonies on Australia Day</b>
<b>For:</b>	<b>Decision</b>

---

#### **SUMMARY**

A petition has been received with 1044 signatories stating:

*Due to the lack of public consultation on the important issue of retaining Australia Day community events supported by the Adelaide Hills Council, we the undersigned residents of Adelaide Hills Council, petition the Adelaide Hills Council to:*

*Celebrate Australia Day on 26th January and continue the long-standing tradition of presenting Adelaide Hills Council civic awards and hosting citizenship ceremonies on that day.*

The purpose of this report is to enable the Council to receive the petition and to make any decisions it deems necessary in relation to the matter.

#### **RECOMMENDATION**

**Council resolves:**

- 1. That the petition signed by 1044 signatories requesting that due to the lack of public consultation on the important issue of retaining Australia Day community events supported by the Adelaide Hills Council, we the undersigned residents of Adelaide Hills Council, petition the Adelaide Hills Council to: Celebrate Australia Day on 26th January and continue the long-standing tradition of presenting Adelaide Hills Council civic awards and hosting citizenship ceremonies on that day be received and noted.**
  - 2. That the CEO advise 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 John Tate of Birdwood and signed by 1044 signatories.



The Petition states:

*Due to the lack of public consultation on the important issue of retaining Australia Day community events supported by the Adelaide Hills Council, we the undersigned residents of Adelaide Hills Council, petition the Adelaide Hills Council to:*

*Celebrate Australia Day on 26th January and continue the long-standing tradition of presenting Adelaide Hills Council civic awards and hosting citizenship ceremonies on that day.*

The petition contained an additional public consultation section and accompanying cover page of analysis which does not meet the requirements of a compliant petition and has therefore not been included in this report. The remainder of the petition is compliant and is summarised in this report.

There is a small discrepancy between Adelaide Hills Councils final signature count (1044) and the final count referenced in the analysis provided by the principal signatory (1031).

There are some addresses outside the Adelaide Hills Council boundaries which have not been crossed out or highlighted, these have been included in the Adelaide Hills Council count however it is not clear if these signatures have been included in the principle signatories count, as he informed Council he did not include those signatories who were outside the Council area.

## **2. OFFICER'S RESPONSE – Zoë Gill, Governance and Risk Coordinator**

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

This petition is contrary to the adopted position of Council.

Council resolved at the meeting of 24 January 2023, following consideration of a Motion on Notice from Cr Selwood:

<b>Moved Cr Melanie Selwood</b>	
<b>S/- Cr Chris Grant</b>	<b>7/23</b>
<b>That Council</b>	
<b>1. Reaffirms its commitment to being an inclusive council that respects First Nations culture and values</b>	
<b>2. Acknowledges the 26th of January is a day of mourning for many First Nations people</b>	
<b>3. Requests the Chief Executive Officer prepares a report for Council's consideration on the proposal to move citizenship ceremonies, award ceremonies and related events to a date other than 26 January from 2024 onwards.</b>	
<b>Carried Unanimously</b>	

At the Council meeting of 25 July 2023 Council resolved:

**Moved Cr Melanie Selwood**  
**S/- Cr Nathan Daniell**

**195/23**

- 1. That the report be received and noted;**
- 2. To not conduct Citizenship Ceremonies, confer awards or support events on 26 January from this date onwards in recognition of the difficulties of the 26 January for First Nations Peoples; and**
- 3. That the CEO find alternative dates and opportunities in consultation with local groups for award and citizenship ceremonies (acknowledging that a Citizenship Ceremony must still be conducted within 3 days either side of 26 January).**

<b>Carried</b>
----------------

On 16 December 2022 there was a change announced to the Australian Citizenship Code. This refers to the dates on which Citizenship Ceremonies may be conducted and does not refer to the celebrating of Australia Day. The date on which Australia Day is celebrated is the decision of the Federal Government.

➤ **Options<sup>1</sup>**

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

- I. Received and note the petition
- II. Make any further decisions regarding the matter as the Council sees fit.

---

<sup>1</sup> 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*.

---

# **Motions on Notice**

---

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 13 August 2024  
AGENDA BUSINESS ITEM**

**Item:** 11.1 Motion on Notice

**Originating from:** Cr Mark Osterstock

**Subject:** Boundary Change Committee - Membership

---

**1. MOTION**

I move that notwithstanding the Boundary Change Committee Terms of Reference [Appendix 1], effective forthwith, Council appoints Councillor Nathan Daniell to the committee, in place of the Deputy Mayor Melanie Selwood for the period up to and including 30 November 2025.

**2. BACKGROUND**

The current Boundary Change Committee Terms of Reference allow for the Deputy Mayor to automatically occupy a membership position on the committee. Since the committee's commencement, Councillor Daniell has been an integral member of the committee and therefore is well across the intricacies of the boundary change issue. In order to maintain the committee's knowledge base and, importantly, with the agreement of both Deputy Mayor Selwood, and Councillor Daniell, Councils endorsement of the aforementioned recommendation is sought.

**3. OFFICER'S RESPONSE – Zoë Gill, Governance and Risk Coordinator**

The proposed motion on notice seeks to appoint Cr Nathan Daniell to the Boundary Change Committee in place of Deputy Mayor Melanie Selwood.

This motion is within the powers of Council.

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

*Strategic Plan 2020-24 – A brighter future*

Goal 2	Community Wellbeing
Objective C2	A connected, engaged and supported community
Priority C2.4	Increase participation from the broadest range of our community and engage with them to shape policies, places and decisions that affect them.
Priority C3.4	Build partnerships with community and other stakeholders to enhance our capacity to provide and support opportunities for them to thrive

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
Priority O4.4	Explore council boundary reform options that best serve the community.
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 Boundary Change Committee is established under Section 41 of the *Local Government Act 1999*.

The Boundary Change Committee Terms of Reference (TOR) outline membership of the Committee. This is in clause 5:

**5. MEMBERSHIP**

5.1 The Committee will comprise five (5) members as follows:

5.1.1 The Deputy Mayor of the Council; and

5.1.2 Four (4) Council Members.

5.2 All members of the Committee will be appointed by the Council for a period of three (3) years but will expire at each periodic local government election.

5.3 It is desirable for the Council Members to be appointed to the Committee to have a sound understanding of provisions of Chapter 3, Part 2 of the Act and the Campbelltown City Council Woodforde/Rostrevor boundary change proposal.

5.4 In considering appointments to the Committee, Council should give consideration to the diversity of the membership.

5.5 Members of the Committee are eligible for reappointment at the expiration of their term of office.

5.6 The Committee may be assisted by independent advisors that the Committee may determine from time to time.

While the TOR provide that the Deputy Mayor should be a member of the Boundary Change Committee, it is within Council's powers to resolve otherwise.

Alternatively, for clarity for the public, Council could also resolve to amend the TOR so that the Committee is comprised of 5 Council Members.

➤ **Risk Management Implications**

There are no risks associated with changing the membership of the Boundary Change Committee.

Not having the Mayor or Deputy Mayor on the Committee could cause a perception issue. On the other hand, having members with the best knowledge of the boundary change proposal may provide a positive perception. Section 41 of the *Local Government Act 1999* does not require that the Mayor or Deputy Mayor be on any committee of Council.

➤ **Financial and Resource Implications**

There are not any direct financial or resourcing implications with a change in the membership of the Committee.

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

There are significant impacts on the community if the Boundary Change Inquiry is not managed well and the outcome is not reflective of community needs.

➤ **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.

*External Agencies:* Not applicable.

*Community:* Not applicable.

#### **4. ANALYSIS**

##### Boundary Change Committee Membership

At its 29 November 2022 Council meeting, Council appointed Cr Leith Mudge, Cr Mark Osterstock, and Cr Kirsty Parkin as members for a 36-month term to commence 30 November 2022 and conclude on 30 November 2025 (inclusive). Cr Daniell was a member as a result of his role as Deputy Mayor. At that time, Cr Osterstock was appointed presiding member for a 12 month period 12 month term to commence 30 November 2022 and conclude on 30 November 2023 (inclusive):

**12.7.1 Boundary Change Committee - Council Member and Presiding Member Appointment**

**Moved Cr Malcolm Herrmann**  
**S/- Cr Nathan Daniell**

**304/22**

1. To appoint Council Members Cr Leith Mudge, Cr Mark Osterstock and Cr Kirsty Parkin as members of the Boundary Change Committee for a 36 month term to commence 30 November 2022 and conclude on 30 November 2025 (inclusive).
2. To appoint Cr Mark Osterstock to the position of Boundary Change Committee Presiding Member for a 12 month term to commence 30 November 2022 and conclude on 30 November 2023 (inclusive).

carried

On 28 November 2023 Council appointed Cr Mark Osterstock to the position of Presiding member for a period of 24 months commencing 30 November 2023 and concluding 30 November 2025:

**Moved Cr Malcolm Herrmann**  
**S/- Cr Lucy Huxter**

**301/23**

**Council resolves:**

1. That the report be received and noted.
2. To retain the Boundary Change Committee for the term of the Council with the Terms of Reference, as contained in Appendix 1.
3. To appoint Cr Mark Osterstock to the position of Boundary Change Committee Presiding Member for a ~~12-24~~ 24 month term to commence 30 November 2023 and conclude on 30 November ~~2024~~ 2025 (inclusive).

Carried

On 19 December 2023 Cr Grant was appointed as a member of the Committee commencing 19 December and forthwith and concluding on 30 November 2025:

**DECISION 2**

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

**329/23**

5. To appoint Cr Chris Grant to the position of Boundary Change Committee Member, effective forthwith and concluding on 30 November 2025.

Carried Unanimously

### Membership

The current member, Cr Nathan Daniell, in his role as Deputy Mayor, has been a member of the Boundary Change Committee since its inception and has often spoken publicly on the boundary change proposal.

Council may consider it is in the best interests of the community to ensure membership of the committee reflects subject matter experts who have a strong understanding and significant knowledge of the Boundary Change process.

It is open to Council to agree to remove the automatic appointment of the Deputy Mayor but elect to appoint a new member through an indicative voting process.

### Terms of Reference

Recognising that parties will refer to the TOR for information about committee membership, Council may decide it is appropriate that the terms reflect the current membership of the committee. Council could also resolve to amend 5.1 of the TOR so that the Committee is comprised of 5 Council Members.

## **5. APPENDICES**

- (1) Boundary Change Committee Terms of Reference



---

**Appendix 1**  
*Boundary Change Committee Terms of Reference*

---

# ADELAIDE HILLS COUNCIL

## Boundary Change Committee



### TERMS OF REFERENCE

#### 1. ESTABLISHMENT

- 1.1 The Boundary Change Committee (the 'Committee') of Council is established under Section 41 of the *Local Government Act 1999* (the 'Act').
- 1.2 The Committee does not have executive powers or authority to implement actions in areas which management has responsibility.
- 1.3 The Committee and its Members do not have any delegations except as provided for in this Terms of Reference.

#### 2. ROLE

- 2.1 The role of the Committee is to assist Council to fulfil its role and functions by providing advice regarding the operation and implications of Chapter 3 – Constitution of councils, Part 2 – Reform proposals of the Act associated with the Campbelltown City Council Woodforde/Rostrevor boundary change proposal.

#### 3. SPECIFIC FUNCTIONS

- 3.1 Within the context of the role of the Committee, its specific functions are:
  - 3.1.1 To review and provide advice to Council regarding any correspondence or reports produced by the South Australian Boundaries Commission (the 'Boundaries Commission');
  - 3.1.2 To oversee and provide advice to Council on:
    - 3.1.2.1 the development of submissions to the Boundaries Commission or its associated parties;
    - 3.1.2.2 the development of communications strategies to the affected residents and ratepayers;
    - 3.1.2.3 risk and risk management associated with any potential boundary change;
    - 3.1.2.4 financial and other budgetary considerations associated with any potential boundary change; and
    - 3.1.2.5 other matters as the Committee may determine
  - 3.1.3 To seek legal and/or other professional advice to enable the Committee to discharge its role and functions within the limits of its applicable financial delegation.

#### 4. OTHER MATTERS

- 4.1 The Committee shall:

- 4.1.1 Have access to reasonable resources in order to carry out its duties, recognising the constraints within Council's Budget.
  - 4.1.2 Be provided with appropriate and timely training, both in the form of an induction programme for new committee members and on an ongoing basis for all committee members.
  - 4.1.3 Have delegated financial responsibility as resolved by Council in Resolution 179/22 and any subsequent resolutions. Any procurement activity resulting from the Committee's use of its delegation will be undertaken by the Administration. For clarity, individual Committee Members do not have any authority to commit Council funds.
  - 4.1.4 At least once in each full term, review its own performance and these Terms of Reference to ensure it is operating at maximum effectiveness and recommend changes it considers necessary to the Council for approval.
  - 4.1.5 Upon being provided notification by the Boundaries Commission and/or the Minister for Local Government that the Campbelltown City Council Woodforde/Rostrevor boundary change proposal has either been withdrawn or will not be proceeding in a timely manner, the Committee will provide advice to the Council on the continuance of the Committee.
- 4.2 The Principal Member of Council will be the principal spokesperson for the Committee and for all matters associated with the Campbelltown City Council Woodforde /Rostrevor boundary change proposal. Consistent with clause 4.1 of the *Council Member Conduct Policy*, the Principal Member may delegate this role to another Council Member or Officer on agreed terms.
- 4.3 Where information is required to be provided to the Boundaries Commission or an associated party in a timeframe that does not reasonably allow:
- 4.3.1 the Committee to make a recommendation to Council, the Committee has the delegation to approve the provision of the requested information directly to the requesting party. A report will be provided to the next meeting of Council on the exercise of this delegation; or
  - 4.3.2 the Committee to meet to consider the requested information, the Committee Presiding Member has the delegation, following consultation with the Mayor (or the Deputy Mayor if the Mayor is the Presiding Member) and CEO, to approve the provision of the requested information directly to the requesting party. A report will be provided to the next meeting of the Committee on the exercise of this delegation.

## **5. MEMBERSHIP**

- 5.1 The Committee will comprise five (5) members as follows:
- 5.1.1 The Deputy Mayor of the Council; and
  - 5.1.2 Four (4) Council Members.
- 5.2 All members of the Committee will be appointed by the Council for a period of three (3) years but will expire at each periodic local government election.

- 5.3 It is desirable for the Council Members to be appointed to the Committee to have a sound understanding of provisions of Chapter 3, Part 2 of the Act and the Campbelltown City Council Woodforde/Rostrevor boundary change proposal.
- 5.4 In considering appointments to the Committee, Council should give consideration to the diversity of the membership.
- 5.5 Members of the Committee are eligible for reappointment at the expiration of their term of office.
- 5.6 The Committee may be assisted by independent advisors that the Committee may determine from time to time.

## **6. PRESIDING MEMBER**

- 6.1 The Council will appoint the Presiding Member of the Committee.
- 6.2 The Council authorises the Committee to determine if there will be a Deputy Presiding Member of the Committee and, if so, authorises the Committee to make the appointment to that position for a term determined by the Committee.
- 6.3 If the Presiding Member of the Committee is absent from a meeting the Deputy Presiding Member (if such position exists) will preside at that meeting. If there is no position of Deputy Presiding Member, or both the Presiding Member and the Deputy Presiding Member of the Committee are absent from a meeting of the Committee, then a member of the Committee chosen from those present will preside at the meeting until the Presiding Member (or Deputy Presiding Member, if relevant) is present.
- 6.4 The role of the Presiding Member includes:
- 6.4.1 overseeing and facilitating the conduct of meetings in accordance with the Act and the *Local Government (Procedures at Meetings) Regulations 2013* (the Regulations); and
  - 6.4.2 Ensuring all Committee members have an opportunity to participate in discussions in an open and encouraging manner.

## **7. SITTING FEES**

- 7.1 No additional allowance will be paid to the Members of the Committee over and above the allowance already received by Council Members in accordance with the determination of the Remuneration Tribunal.

## **8. REPORTING RESPONSIBILITIES**

- 8.1 For the purposes of Section 41(8) of the Act, the Committee's reporting and accountability requirements are:
- 8.1.1 Minutes of a meeting of the Panel will be provided to all Committee members as soon as practicable after the meeting and, in accordance with the Act, to all Council members within five (5) days after the meeting. Minutes shall be presented to Council at the next Ordinary Council Meeting.

- 8.1.2 All resolutions of the Committee, including recording the names of those present will be minuted and the minutes will otherwise comply with the requirements of the Regulations.
- 8.1.3 Agendas and Reports of the Committee forwarded to the Committee will also be forwarded to Council members for their information prior to the Committee meeting, having regard for any confidentiality provisions that may apply.
- 8.1.4 The minutes of each Committee meeting will be included in the agenda papers of the next ordinary meeting of the Council;
- 8.1.5 Agenda, Reports and Minutes will be made available to the public consistent with legislative requirements.
- 8.1.6 The Presiding Member will attend a meeting of the Council at least once per annum to present a report on the activities of the Committee;
- 8.1.7 The Committee shall make whatever recommendations to the Council it deems appropriate on any area within these terms of reference where in its view action or improvement is needed; and
- 8.1.8 The Presiding Member may attend a Council meeting at any time that the Presiding Member sees fit to discuss any issue or concern relating to the Committee's functions. Depending on the nature of the matter, this may be held in confidence in accordance with Section 90 of the Act and staff may be requested to withdraw from the meeting.
- 8.1.9 The Committee shall report to Council on an as-needs basis or upon Council's request with a summary of its activities.

## **9. CONFLICTS OF INTEREST**

Where a member of the committee has a conflict of interest in a matter before the Committee, the member must act in accordance with the requirements of section 73 and 75 of the *Local Government Act 1999*.

## **10. QUORUM**

A quorum for a meeting of the Committee will be three (3) members. No business can be transacted at a meeting of the Committee unless a quorum is present.

## **11. MEETING PROCEDURE**

- 11.1 The meeting procedure for the Committee is as set out in the Act, Parts 1, 3 and 4 of the Regulations. Insofar as the Act, the Regulations, or these Terms of Reference do not prescribe the procedure to be observed in relation to the conduct of a meeting of the Committee, the Committee may determine its own procedure.
- 11.2 In accordance with Section 90(7a) of the Act, one or more Committee members may participate in the meeting by telephone or other electronic means provided that members of the public can hear the discussion between all Committee members.
- 11.3 Only members of the Committee are entitled to vote in Committee meetings. Unless otherwise required by the Act not to vote, each member must vote on every matter that is before the Committee for decision.

- 11.4 All decisions of the Committee shall be made on the basis of a majority decision of the Members present and in the event of a tied vote the matter be referred to the Council for decision.
- 11.5 Council Employees may attend any meeting as observers, to provide advice and/or be responsible for preparing papers for the Committee.
- 11.6 The Committee can request and/or engage other persons or organisations to make presentations and/or provide advice and/or respond to questions.
- 11.7 The Committee does not enjoy the delegation of any powers, functions and duties of the Council. All decisions of the Committee will, therefore, constitute recommendations to the Council.

## **12. SECRETARIAL RESOURCES**

- 12.1 The Chief Executive Officer shall provide sufficient administrative resources to the Committee to enable it to adequately carry out its functions.

## **13. FREQUENCY OF MEETINGS**

- 13.1 The Committee shall meet at least four times a year at appropriate times and places as determined by the Committee. A special meeting of the Committee may be called in accordance with the Act.
- 13.2 If after considering advice from the CEO or delegate, the Presiding Member of the Committee is authorised to cancel the respective Committee meeting, if it is clear that there is no business to transact for that designated meeting.

## **14. NOTICE OF MEETINGS**

- 14.1 Notice of the meetings of the Committee will be given in accordance with Sections 87 and 88 of the Act. Accordingly, notice will be given:

14.1.1 To members of the Committee by email or as otherwise agreed by Committee members; and

14.1.2 To the public as soon as practicable after the time that notice of the meeting is given to members by causing a copy of the notice and agenda to be displayed at the Council's principle office and on the Council's website.

## **14.2 PUBLIC ACCESS TO MEETINGS & DOCUMENTS**

- 14.3 Members of the public are able to attend all meetings of the Committee, unless prohibited by resolution of the Committee under the confidentiality provisions of Section 90 of the Act.
- 14.4 Members of the public have access to all documents relating to the Committee unless prohibited by resolution of the Committee under the confidentiality provisions of Section 91 of the Act.

---

# **Administration Reports Decision Items**

---

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 13 August 2024  
AGENDA BUSINESS ITEM**

**Item:** 12. 1

**Responsible Officer:** Zoë Gill  
Governance and Risk Coordinator  
CEO's Office

**Subject:** December and January Meeting Schedule

**For:** Decision

---

**SUMMARY**

The schedule for Council meeting, workshops and professional development sessions was resolved by Council at the 12 March 2024 Council meeting. This report seeks Council approval to manage the December and January meetings differently to the approved schedule.

**RECOMMENDATION**

**Council resolves:**

1. That the report be received and noted.
2. That Council notes its decision at the 12 March 2024 Council Meeting to resolve to follow the below schedule:

Day	Meeting Type	Location	Time
First Monday of the Month	Workshop	Nairne Road, Woodside	6.30pm
Second Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm
Third Tuesday of the Month	Professional Development (or Workshop where necessary)	63 Mount Barker Road, Stirling	6.30pm
Fourth Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm



3. Resolves that commencing from 14 August 2024 and concluding at the end of the current Council term for the months of December and January, to follow the below schedule:

December			
Day	Meeting Type	Location	Time
First Monday of the Month	Workshop	Nairne Road, Woodside	6.30pm
Second Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm
January			
Day	Meeting Type	Location	Time
Fourth Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm

4. That the Chief Executive Officer has the delegated authority in exceptional circumstances, including but not limited to, catastrophic fire danger days and other emergency situations, after consultation with the Mayor, to move the time and place of these Ordinary Meetings and Workshop.

## 1. BACKGROUND

Council resolved the following for the conclusion of the current term in regards to the schedule for time and place of Council meetings.

Moved Cr Mark Osterstock  
S/- Cr Leith Mudge

62/24

Council resolves that:

1. The report be received and noted.

2. The following be commenced as of 13 March 2024 and conclude at the end of the current Council term.

Day	Meeting Type	Location	Time
First Monday of the Month	Workshop	Nairne Road, Woodside	6.30pm
Second Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm
Third Tuesday of the Month	Professional Development (or Workshop where necessary)	63 Mount Barker Road, Stirling	6.30pm
Fourth Tuesday of the Month	Ordinary Council Meeting	63 Mount Barker Road, Stirling	6.30pm

3. The Chief Executive Officer has the delegated authority in exceptional circumstances, including but not limited to, catastrophic fire danger days and other emergency situations, after consultation with the Mayor, to move the time and place of an Ordinary Meeting.
4. The Chief Executive Officer has the delegated authority to schedule the time and venue of any Special Council Meetings, requested in accordance with the Local Government Act 1999, after consultation with the Mayor and Members with respect to availability.
5. The Chief Executive Officer investigates, presents and workshops any potential policy considerations in the interests of improving Ordinary Meeting duration, procedures and accessibility within 12 months.
6. The Chief Executive Officer is authorised to amend any Policy that may be impacted by this resolution of the Council, only to the extent of facilitating the content of this resolution.

Carried

## 2. ANALYSIS

### ➤ 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 O4.2	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

Council's *Code of Practice for Council Meeting Procedures* sets out the legislative provisions and Council's discretionary policy positions in relation to the meeting procedure that applies to AHC Council meetings. This Code is available on the Council website.

Council's *Code of Practice for Access to Council, Council Committee and Information or Briefing Sessions Meetings & Documents* sets out the legislative provisions and Council's

discretionary policy positions in relation to access to agendas and other meeting documents, access to meetings, livestreaming/broadcasting, processes to exclude the public from meetings, use of confidentiality provisions, and grievances under the Code. This Code is available on the Council website.

Council's *Information and Briefing Sessions Policy* sets out the legislative provisions and Council's discretionary policy positions in relation to the conduct of information and briefing sessions, livestreaming/broadcasting, processes to exclude the public from meetings, and the use of confidentiality provisions. This Policy is available on the Council website.

### ➤ **Legal Implications**

Section 81 of the *Local Government Act 1999* (the 'Act') sets out the provisions regarding the frequency and timing of **ordinary** council meetings. Key amongst these are:

- the ordinary meetings of a council will be held at times and places appointed by a resolution of the council.
- there must be at least one ordinary meeting in each month.
- if a time and place has not been appointed for the ordinary meeting, the chief executive must appoint the time and date.
- ordinary meetings may not be held on Sundays or on public holidays.

Section 82 of the Act sets out the provisions regarding the calling of **special** council meetings. Key amongst these are:

- the CEO must call a special council meeting at the request of:
  - the principal member
  - at least three council members
  - a council committee at which three members of the council vote in favour of the request
- the CEO must be provided with an agenda for the special meeting when the request is made
- special meetings may be held at any time.

Section 90A of the Act sets out the provisions regarding the holding of an information or briefing session. Key amongst these are:

- a CEO or council may hold or arrange a session to which more than one Member is invited for the purposes of providing information or a briefing to attendees
- a matter must not be dealt with in such a way as to effectively obtain a decision outside of a council or council committee meeting
- a session must be conducted in a place open to the public if a matter is discussed that is intended to be on the agenda of a council or council committee meeting unless an appropriate confidentiality provision under s90(3) is utilised.

### ➤ **Risk Management Implications**

The setting of a schedule for Ordinary Council Meetings, Information or Briefing Sessions 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)	Low (3E)	Low (3E)

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

➤ **Financial and Resource Implications**

The resources involved in the notification for and conduct of Council, Information or Briefing Sessions are provided for in the adopted annual budget.

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

The timing and location of Council Meetings and Information or Briefing Sessions should be considerate of the desire for community members to attend and participate in the meetings (where appropriate). A consistent scheduling approach, where possible, supports accessibility and, anecdotally, is a factor in the setting of other community meetings (where Council Members are to be attending).

➤ **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.  
*External Agencies:* Not Applicable.  
*Community:* Not Applicable.

➤ **Additional Analysis**

Resources

Historically, meetings, workshops and other functions have been limited during December and January to allow for a longer break and recognising that council members and staff have increased obligations outside of Council during December and January.

Many of the relevant stakeholders and other organisations that Council works alongside have a similar 'close down' period making it difficult to schedule external parties and limiting the availability for stakeholder involvement.

Quorum

Under the *Code of Practice for Council Meeting Procedures* Adelaide Hills Councils quorum is seven (7) Council Members. In previous years many Council members have requested leave of absences during the months of December and January. With a majority of Council members having other obligations during December and January there is a likelihood that

leave of absence requests will need to be denied to Council Members during this time period to ensure that meetings are not adjourned for lack of quorum.

#### Accessibility for the Public

Attendance at Ordinary Council meetings should be accessible for members of the community.

There is a community expectation of a 'Christmas and New Year Close-down' for similar organisations and businesses in December and January. Consideration should be given of the increased obligations at this time of year which would limit the availability of members of the public from attending meetings and contributing.

#### Special Meeting

There is a possibility that there will be urgent matters that need to be considered by Council in a shorter timeframe with the proposed December and January meeting schedule. If this occurs then there is nothing preventing the Mayor or Council Members from requesting an out of schedule special meeting to ensure that there is not a delay in addressing any urgent matters.

### **3. OPTIONS**

Council has the following options:

- I. Approve the suggested meeting schedule. (Recommended)
- II. Do not approve the recommended December and January Meeting Schedule, this option would place a greater burden on both Council members and staff (Not Recommended)

### **4. APPENDICES**

Nil

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 13 August 2024  
AGENDA BUSINESS ITEM**

**Item:** 12.2

**Responsible Officer:** Zoë Gill  
Governance and Risk Coordinator  
CEO's Office

**Subject:** Adelaide Hills Region Waste Management Authority Audit and Risk Committee – Membership and Terms of Reference

**For:** Decision

---

**SUMMARY**

The Adelaide Hills Region Waste Management Authority (AHRWMA) is required to have an Audit & Risk Committee (ARC) in accordance with the provisions of Schedule 2 of the *Local Government Act 1999*.

In a recent memo provided to the Chief Executive Officer (*Appendix 1*) AHRWMA have requested that Council bring a resolution to its next ordinary council meeting recommending the reappointment of two existing committee members, Rebecca Wilson and Alex Oulianoff and advising of changes to the AHRWMA ARC's TOR.

**RECOMMENDATION**

**Council resolves:**

- 1. That the report be received and noted.**
  - 2. That Council reappoint Rebecca Wilson as an independent member of the AHRWMA Audit and Risk Committee for a further term of two years, expiring 8 August 2026.**
  - 3. That Council reappoint Alex Oulianoff as a member of the AHRWMA Audit and Risk Committee for a further term of three years, expiring 21 September 2027.**
  - 4. Notes the changes to the AHRWMA Audit and Risk Committee's Terms of Reference.**
  - 5. That the Chief Executive Officer advises AHRWMA of Council's decision prior to the AHRWMA Audit and Risk Committee's next meeting scheduled for 10 September 2024.**
-

## 1. BACKGROUND

The AHRWMA is a Regional Subsidiary established by the Constituent Councils (Adelaide Hills Council, Alexandrina Council, Mount Barker District Council and the Rural City of Murray Bridge). It was established to facilitate, co-ordinate and undertake waste management including collection, treatment, disposal and recycling within the Adelaide Hills Region.

Governed by its Charter (with the revised Charter endorsed by all Constituent Councils in 2020) and the *Local Government Act 1999* (the Act) except as modified by the Charter in a manner permitted by the Act, it currently operates a landfill located at Brinkley (within the Rural City of Murray Bridge's land holdings) on behalf of its four Constituent Councils. It also operates two Resource Recovery Centres, one on behalf of the Adelaide Hills Council (at Heathfield) and the other on behalf of the Rural City of Murray Bridge.

Council received correspondence from the AHRWMA dated 16 July 2024 (*Appendix 1*) that asks constituent councils to bring a resolution to the next available 2024 Council Meeting reappointing the current AHRWMA ARC members for the maximum reappointment term under the AHRWMA ARC Terms of Reference.

Relevantly, the ARC TORs state the below terms for reappointments:

- 4.6. Independent Members will be appointed by the Constituent Councils for a maximum term of three years. The terms of the appointment will preferably be arranged to ensure an orderly rotation of Independent Members and continuity of committee membership (e.g. respective terms of the Independent Members expiring in different years).
- 4.7. Independent Members are eligible for reappointment at the expiration of their term of office at the sole discretion of the Constituent Councils. An Independent Member may be reappointed by the Constituent Councils for a maximum of three terms (subject to clauses 4.8 and 4.9).

## 2. ANALYSIS

### ➤ 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

Adelaide Hills Council is one of four Constituent Councils and in doing so obtains benefits from working together with others in regard to waste services.

➤ **Legal Implications**

Section 43 of the *Local Government Act 1999* (the “Act”) sets out the processes for the establishment of regional subsidiaries. Regional subsidiaries can be established to provide a specific service or services to carry out a specified activity or to perform a function of the councils. To establish a s43 regional subsidiary a resolution from each constituent council is required, a charter and other mandated arrangements agreed, and Ministerial approval granted.

The AHRWMA Audit & Risk Committee is established in compliance with clause 30, schedule 2 of the *Local Government Act 1999* (the “Act”) and in accordance with regulation 17 of the *Local Government (Financial Management) Regulations 2011*.

➤ **Risk Management Implications**

Council considering the reappointment of AHRWMA ARC members 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)	Low (3E)	Low (3E)

Note that the governance arrangements of the regional subsidiaries are an existing control and therefore Council support of the preferred candidate does not alter the residual or target risk ratings.

➤ **Financial and Resource Implications**

There are no direct financial or resource implications to Council from the report recommendation.

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

There is no direct customer service, community or cultural implications from the report recommendation.

➤ **Sustainability Implications**

There are no direct sustainability implications from the report recommendation.

➤ **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



*External Agencies:* AHRWMA  
*Community:* Not Applicable

➤ **Additional Analysis**

Reappointment of Members

It is good governance practice to ensure membership of oversight committees meet the skill requirements of the committee.

AHRWMA has advised that the ARC undertook a skills analysis of their membership in June 2024 which found that all members demonstrated sound knowledge and experience in finance, governance, law, local government, commerce and strategic planning.

The AHRWMA board has resolved to recommend the reappointment of two members of the ARC and to recruit for an additional independent member:

**6.2 Proposed Changes to the AHRWMA Audit and Risk Terms of Reference**



**OM20240626.3**

1. That the Board endorse the proposed changes to the AHRWMA Audit and Risk Committee Terms of Reference, as provided at attachment 6.2b to this report.
2. That the Board recommend Constituent Councils reappoint:
  - a) Rebecca Wilson as an independent for a term of two years, expiring 8 August 2026.
  - b) Alex Oulianoff as an ARC Member for a term of three years expiring 21 September 2027.

**Decision Date:** 26 June 2024  
**Mover:** John McArthur (Deputy Member)  
**Seconder:** Brad Warncken (Deputy Member)  
**Outcome:** Approved



**OM20240626.4**

3. That the Board establish a panel consisting of two Board Members, being Adrian Skull and Alex Oulianoff, and the Chair of the Audit and Risk Committee or their proxy, to undertake a recruitment process for a further Audit and Risk Committee Independent Member, and the Panel brings back their recommendation to the Board.

**Decision Date:** 26 June 2024  
**Mover:** Brad Warncken (Deputy Member)  
**Seconder:** John McArthur (Deputy Member)  
**Outcome:** Approved

Proposed Members

The AHRWMA has advised that Rebecca Wilson and Alex Oulianoff are valued current members of the ARC who have both expressed interest in remaining members of the ARC.

Ms Wilson was appointed as Independent Member on 8 February 2023 and Mr Oulianoff as a member of the Board on 21 September 2022.

Mr Oulianoff is the Board member representative on the ARC.

The AHRWMA has advised that Ms Wilson was appointed to the Committee by Constituent Councils after a competitive recruitment process among high-calibre applicants. Following a skills and self-assessment process, the Board recommended her for reappointment for a second term. This decision was considered appropriate and aligns with the Terms of Reference (ToR).

The AHRWMA has advised that both Ms Wilson and Mr Oulianoff have complimentary skills in the areas of law, finance, governance and risk management, and are valued members of the ARC.

#### Term of Reference Update

The AHRWMA Board met on 26 June 2024 and endorsed proposed changes to the ARC TOR. The TORs have been revised to:

- allow for flexibility while still complying with legislative requirements
- change the requirement for ‘five members’ to ‘three to five members’
- increase membership from two years, to a maximum term of three years
- change the definition of independent member
- add additional responsibilities to the ARC

### **3. OPTIONS**

Council has the following options:

- I. To endorse the Audit & Risk Committee reappointments as proposed by the AHRWMA Board (Recommended)

This will enable the Audit & Risk Committee to function effectively and is the recommended option.

- II. To determine not to endorse the Audit & Risk Committee reappointments as proposed by the AHRWMA Board (Not Recommended)

This will prevent the AHRWMA Board from making the proposed reappointments and will mean that new members would need to be appointed.

### **4. APPENDICES**

- (1) AHRWMA Memo to Chief Executive Officer, Greg Georgopoulos
- (2) AHRWMA Attachment A to the Memo (Proposed Changes to the AHRWMA Audit and Risk Terms of Reference and Appointment / Reappointment of Independent Members)

---

# **Appendix 1**

*AHRWMA Memo to Chief Executive Officer, Greg  
Georgopoulos*

---



# AHRWMA

“Sustainable Waste Management Through Shared Services”

**To:** Greg Georgopoulos, CEO Adelaide Hills Council  
**Cc:** Rebekah Lyons, Zoë Gill  
**From:** Leah Maxwell, Executive Officer  
**Date:** 16 July 2024  
**Subject:** Reappointment of AHRWMA Audit and Risk Committee Members with Expiring Terms  
**Attachments:** Proposed Changes - ARC ToR and Appointment Reappointment of Members Report

---

The AHRWMA Board met on 26 June 2024 and considered the expiring memberships of AHRWMA Audit and Risk Committee (ARC) Members.

Two ARC Members are soon to expire, as follows;

- Rebecca Wilson - Initial term expiring 8 August 2024
- Alex Oulianoff - Term expiring 21 September 2024

## Audit and Risk Committee Membership

Member	Representative	Term	Appointed	Expires
Independent Member	Elizabeth Williams	2 Years	8 February 2023	8 February 2025
Independent Member	Rebecca Wilson	1.5 Years	8 February 2023	8 August 2024
AHRWMA Board Member	Alex Oulianoff	2 Years	2 September 2022	2 September 2024

Office Bearers		Term	Appointed	Expires
Chairperson	Elizabeth Williams	2 Years	8 February 2023	8 February 2025



# AHRWMA

“Sustainable Waste Management Through Shared Services”

At the same meeting the Board endorsed proposed changes to the ARC Terms of Reference. The new Terms of Reference allow the reappointment of Members for a maximum term of three years, enabling flexibility and the staggering of appointments for ARC Members.

Both members with expiring terms have indicated they would like to be reappointed for a further term. The Board made the following resolution at the meeting:

## 6.2 Proposed Changes to the AHRWMA Audit and Risk Terms of Reference



### OM20240626.3

1. That the Board endorse the proposed changes to the AHRWMA Audit and Risk Committee Terms of Reference, as provided at attachment 6.2b to this report.
2. That the Board recommend Constituent Councils reappoint:
  - a) Rebecca Wilson as an independent for a term of two years, expiring 8 August 2026.
  - b) Alex Oulianoff as an ARC Member for a term of three years expiring 21 September 2027.

<b>Decision Date:</b>	26 June 2024
<b>Mover:</b>	John McArthur (Deputy Member)
<b>Seconder:</b>	Brad Warncken (Deputy Member)
<b>Outcome:</b>	Approved

Both members have complimentary skills in the areas of law, finance, governance and risk management, and are valued members of the ARC. The terms suggested aligns Alex with his AHRWMA Board term and facilitates the staggering of ARC member appointments.

The Authority is requesting that Constituent Councils put an agenda item to their next available 2024 Council meeting in order that ARC reappointments may be approved in time for the next AHRWMA ARC meeting to be held on 10 September 2024.

### Recommendation:

1. That Council reappoint Rebecca Wilson as an independent member of the AHRWMA Audit and Risk Committee for a further term of two years, expiring 8 August 2026.
2. That Council reappoint Alex Oulianoff as a member of the AHRWMA Audit and Risk Committee for a further term of three years, expiring 21 September 2027.

Leah Maxwell, Executive Officer

---

## **Appendix 2**

*AHRWMA Attachment A to the Memo (Proposed  
Changes to the AHRWMA Audit and Risk Terms  
of Reference and Appointment /  
Reappointment of Independent Members)*

---

## **Proposed Changes to the AHRWMA Audit and Risk Terms of Reference and Appointment / Reappointment of Independent Members**

**AUTHOR:** Executive Officer

**MEETING DATE:** 26 June 2024

### **Purpose:**

To provide the revised Draft AHRWMA Audit and Risk Committee Term of Reference to the Board for endorsement, and for the Board to recommend the recruitment of a further independent member and the reappointment of Audit and Risk Committee Members with expiring terms.

### **Recommendation:**

- 1. That the Board endorse the proposed changes to the AHRWMA Audit and Risk Committee Terms of Reference, as provided at attachment 6.2b to this report.**
- 2. That the Board recommend Constituent Councils reappoint:**
  - a) Rebecca Wilson as an independent for a term of two years, expiring 8 August 2026.**
  - b) Alex Oulianoff as an ARC Member for a term of three years expiring 21 September 2027.**
- 3. That the Board establish a panel consisting of two Board Members, being Adrian Skull and Alex Oulianoff, and the Chair of the Audit and Risk Committee or their proxy, to undertake a recruitment process for a further Audit and Risk Committee Independent Member, and the Panel brings back their recommendation to the Board.**

### **Context and background:**

The Board endorsed that an Audit Committee be established at the meeting held on 17 November 2011, later changed to Audit and Risk Committee (ARC) and the current version ARC Terms of Reference (ToR) was endorsed in September 2022. The ToR currently requires that the ARC's membership consist of five members, two Board members and three independent members.

Since that time, until recently, the ARC has consisted of four members, two Board members and two independent members. The Board did seek approval from its Member Councils to appoint a third independent member, however this did not progress.

As such, the membership of the ARC does not align with the current ToR, and while the membership does meet legislative requirements for a subsidiary, it is out of step with the recently reviewed Local Government Act's requirements for Councils.

### **Discussion:**

Given the recent resignation of Heather Barclay as a member from the ARC and the reviewed LG Act, it is timely to review the ToR and ARC membership. Current members include;

- Elizabeth Williams, appointed as Independent Chairperson, commencing from 8 February 2023 for a term of 2 years. Initial term expiring 8 February 2025.
- Rebecca Wilson, appointed as an Independent Member, commencing from 8 February 2023 for a term of 1.5 years. Initial term expiring 8 August 2024.
- Alex Oulianoff, appointed as a member of the Board, commencing from 21 September 2022 for a term of 2 years. Term expiring 21 September 2024.
- Heather Barclay, appointed as a member of the Board. Heather has recently been appointed to the position of CEO Rural City of Murray Bridge and as such is no longer a Board Member and has also recently advised of her resignation as a Member of the ARC.

Section 30, schedule 2, part 2 of the Local Government Act 1999 (the Act) states;

- *A regional subsidiary must, unless exempted by regulation, establish an audit committee.*
- *Subject to the regulations, an audit committee will comprise persons determined or approved by the constituent councils (and may include persons who are members of a regional audit and risk committee established by any of the constituent councils (with 1 or more other councils, whether constituent councils or otherwise) or a council audit and risk committee established by any of the constituent councils).*

It would be best practice for the Authority to be guided by, and adhere to, where possible, legislation, rules and regulations that are applicable to Councils.

The Act states at s126(1)(a) that;

*the purpose of an Audit and Risk Committee established by a Council is to provide independent assurance and advice to the Council on accounting, financial management, internal controls, risk management and governance matters.*

At s126(2)(a) of the Act, applicable to Councils, also states that;

*the majority of the members of the committee must be persons who are not members of any Council.*

It is therefore best practice that the Authority's ARC should have a majority of independent members.

The Local Government (Financial Management) Regulations also states at s17 that;

*(2) The audit committee of a council subsidiary—*

*(a) must have between 3 and 5 members (inclusive); and*

*(b) must include at least 1 person who is not a member of the board of management of the subsidiary and who is determined by the council to have financial experience relevant to the functions of the audit committee; and*

*(c) must not include, as a member, the council's auditor under section 128 of the Act or the auditor of the subsidiary under Part 6.*

## **REVISED TERMS OF REFERENCE (ToR)**

The revised ToR as presented has been reviewed by the ARC. The draft ToR, with tracked changes, is provided for review in attachment 6.2b to this report.

The updated ToR has been amended to add flexibility, while still complying with legislative requirements, allowing the Authority to meet the requirements set out in the ToR.

The membership requirements, set out in Part 4 of the ToR have been adjusted, changing the requirement for 'five members' to 'three to five members'. The number of Board members required to sit on the Committee has been changed from 'two' to 'not less than one'. The revised ToR requires that the Committee consist of a majority of independent members, without the requirement for three independent members, so as to align with the new requirement within s126 of the Act for a majority of independent members.

Terms of appointments, at Part 4, have been increased from two years, to a maximum term of three years. The increase will allow the Authority to better stagger replacement appointments to the Committee, and to retain skilled, knowledgeable members.

At Part 4 of the proposed ToR, the definition of an Independent Member has been changed to include persons who 'are not employed by Constituent Councils'. This has been changed similarly in the definitions section at the end of the document.



Part 3 has new provisions added at 3.5, that add new responsibilities to the role of the Committee. The new provisions require the ARC to provide the Board with an annual report, undertake annual self assessment activities and to develop an annual work plan. These new requirements either reflect the work that the ARC is already doing or have been implemented to align with changes to 126 of the Act.

Consideration was given to enabling a casting vote for the Chair. Regulation 27(3) of the *Local Government (Procedures at Meetings) Regulations 2013* states that:

*The presiding member of a council committee has a deliberative vote on a question arising for decision at the meeting but does not, in the event of an equality of votes, have a casting vote.*

This regulation does not technically apply to Subsidiaries, however it is appropriate to use this as guidance, and therefore the ToR has not been updated to add a casting vote.

As the current membership of the ARC consists of two independent members and one member of the Board, the current membership will align with the proposed changes to the ToR and legislative requirements.

### **ARC SELF AND SKILLS ASSESSMENT**

The ARC completed a self-assessment in June 2024 regarding skills and performance, which shall, going forward, be an annual occurrence. The assessment showed skills and experience that rated highly across all areas assessed. All members demonstrated sound knowledge and experience in finance, governance, law, local government, commerce and strategic planning.

The Committee indicated that interaction with the Board is supportive for Committee activities and has been helpful in the past. ARC members welcome future interactions and communications with the Board.

Whether any training for Committee members would be of benefit is also under consideration.

It was identified that an independent member with specialised waste industry expertise and marketing skills might complement the current existing ARC expertise, if one could be sourced.

The consolidated results of the self-survey assessment and skills assessment are provided in attachment 6.2c and 6.2d.

### **CURRENT EXPIRING MEMBERSHIPS**

Two ARC Members are soon to expire, as follows;

- Rebecca Wilson - Initial term expiring 8 August 2024
- Alex Oulianoff - Term expiring 21 September 2024

The current TOR enables re-appointment for a term of two years. The revised TOR proposes an increased maximum term of three years which enables flexibility and a staggering of appointments for ARC Members.

Both members have indicated they would like to be reappointed for a further term. It is therefore recommended that the Board recommend Constituent Councils reappoint:

- Rebecca Wilson as an independent for a term of two years, expiring 8 August 2026
- Alex Oulianoff as an ARC Member for a term of three years expiring 21 September 2027

Both members have complimentary skills in the areas of law, finance, governance and risk management, and are valued members of the ARC. The terms suggested aligns Alex with his AHRWMA Board term and enables staggering of ARC members.

### **ADDITIONAL INDEPENDENT MEMBER**

It is recommended that the Board source an additional independent member who possesses appropriate skills, with a view to appoint a total of three independent members and one Board member. The skills

assessment highlighted that the ARC could benefit from the addition of an independent member with skills in the area of waste industry management and / or marketing.

A four member ARC will provide an extensive range of skills and experience, to support and advise the Authority, and also enable quorums to be predictably established. While attaining a quorum has not proved difficult to date, going forward there is the potential for difficulties to arise. A four member ARC does have the disadvantage that tied votes can occur, however this is resolved by the ToR at 5.5, where it states that a tied vote will result in the motion for decision being rejected.

### **APPOINTMENT PROCESS**

A panel of the Board was previously established in November 2022 to appoint ARC Independent Members. At that time, expressions of interest were open for three weeks, and the panel sought candidates of a high caliber, able to assist the Authority in developing and realising the Authority's strategic plan. Approved candidates were presented for Board endorsement, and then provided to Member Councils for approval. It is recommended that the Board form a panel to undertake this selection and appointment process.

### **Financial Implications:**

There are no financial implications in the Board endorsing the proposed changes to the ARC Terms of Reference.

There are budget implications, due to sitting fees being paid to ARC independent members, in the appointment of a third ARC independent member, but these costs are easily accommodated in the AHRWMA FY2025 budget.

### **Risk Assessment:**

**Legal and Compliance** - the recommendations meet the requirements of the Charter, the relevant legislation and the Local Government Association's recommendations. They also rectify an ongoing situation that the ARC membership does not meet the requirements of the current, inflexible ToR. The risk is assessed as *low*.

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 13 August 2024  
AGENDA BUSINESS ITEM**

**Item:** 12.3

**Responsible Officer:** David Waters  
Director Environment and Infrastructure

**Subject:** Upper Hermitage CFS site – lease proposal

**For:** Decision

---

**SUMMARY**

The purpose of this report is to seek approval to commence the community consultation process in relation to the request from the SA Country Fire Service (“CFS”) to enter into a 21-year lease agreement with an option to renew for a further 21 years, at their current location at 300 Range Road North, Upper Hermitage. The land is described as the whole of the land contained within Certificate of Title Volume 5854 Folio 841.

**RECOMMENDATION**

**Council resolves:**

1. That the report be received and noted.
2. That Council approves commencement of public consultation on the proposed twenty-one (21) year lease with the CFS, with a further option to renew for an additional 21 years at the Upper Hermitage CFS site situated at 300 Range Road North, Upper Hermitage. The land is contained within Certificate of Title Volume 5854 Folio 841.
3. That this report forms part of the Community Consultation report.
4. That following community consultation in accordance with Council’s Community Consultation Policy:
  - a. That if there are substantive community objections to the proposed Lease, a further report will be submitted to Council providing information on the outcomes of the consultation and proposed process to deal with the proposal moving forward.
  - b. That if there are no substantive community objections, Council approves the signing of the twenty-one (21) year Lease.
5. That in the event that 4(b) applies, the Mayor and/or Chief Executive Officer or his delegate be authorised to sign all documents necessary, including affixation of the common seal if necessary, to give effect to this resolution.

## 1. BACKGROUND

In August 2003, the Minister for Emergency Services (“Minister”) entered into a lease for the CFS site for a 21-year period from 1 August 2003 to 31 July 2024. The original lease was only for a portion of the site.

The Hermitage Tennis Club’s lease over the Courts at Upper Hermitage was surrendered in November 2007, which allowed for the use of the court area for CFS training purposes. The site has not been used for organised/formal tennis activity since this time, and the courts are currently in a state of disrepair.

Council’s Sport & Recreation staff are not aware of any enquiries or requests from the community for the courts to be reinstated.

On 1 October 2008, Council entered into a licence agreement with the Minister for the Upper Hermitage CFS to access the remainder of the site for carparking and training purposes for a period of five (5) years. This licence has since expired.

An aerial photo showing the whole site is provided as **Appendix 1** and bounded in green.

A copy of the proposed draft Lease is provided as **Appendix 2**.

At its meeting held on 28 of March 2023, Council considered a proposal to accept a gift of a fire water storage tank at the subject site. Following consideration of the matter, the Council resolved as follows:

**MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 28 MARCH 2023  
63 MT BARKER ROAD STIRLING**

---

**12.1 Fire Water Tank Upper Hermitage**

Moved Cr Malcolm Herrmann  
S/- Cr Pauline Gill

64/23

**Council resolves that:**

- 1. the report be received and noted.**
- 2. Council acknowledges the fundraising efforts by Ms Jan Verrall and Ms Denise Elland.**
- 3. in view of advice by letter dated 21 February 2023 received from the CFS Regional Commander Region 2, summarised as follows:**
  - the whole of the land is needed for CFS volunteers to exercise and train;**
  - the tank would not be used or maintained by the CFS, and**
  - the Upper Hermitage site is a dangerous location to place a community water tank for use during a time of fire;**
- Council respectfully declines the offer for the donation and placement of a fire water tank at the corner of Range Road North and Warner Road Upper Hermitage.**
- 4. That Council staff continue to work with the CFS across the Regions to support firefighting, fire prevention and fire educational efforts.**
- 5. That the CEO or his delegate formalises the use of the land described as allotment 5 in Filed Plan 218343 and contained in Certificate of Title 5854 Folio 841, commonly known as the Upper Hermitage tennis courts and CFS land, to the SA Country Fire Service (CFS) for its purposes.**

<b>Carried Unanimously</b>
----------------------------

It is worth noting that one of the reasons the CFS opposed the idea of the water tank being situated at the site is that it desired the use of the whole site for brigade training and exercises. Further, point 5 of the resolution provides direction that Council will look to formalise the use of the land with the CFS for its purposes.

This report seeks Council's endorsement to undertake community consultation for the formalisation of a new twenty-one (21) year lease, with an opportunity to extend for a further twenty-one (21) years at the discretion of the CFS.

**2. ANALYSIS**

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

*Strategic Plan 2020-24 – A brighter future*

Goal 1 A functional Built Environment

Objective B3 Consider external influences in our long-term asset management and adaptation planning

Priority B3.4 Proactively adapt our built environment to changes in social and environmental factors to minimise the impact from natural hazards such as fire and flood

Advice from the CFS and other government organisations is central to Council’s involvement and management of fire hazards in the district. The CFS work alongside the South Australian Metropolitan Fire Services (SAMFS) and State Emergency Service (SES) and local government to help with strategies for fuel reduction and to educate the community about bushfires and fire safety. Over the years, Council has provided its support to minimise impacts from fire hazards, by supporting the CFS to have its fire stations on Council land at peppercorn rent. It is considered that by allowing CFS infrastructure on Council land in strategic locations, is a tangible way for Council to proactively support firefighting efforts in the event of a bushfire within the district.

➤ **Legal Implications**

Section 202 of the Local Government Act 1999 requires consultation for the proposed alienation of community land by lease or licence, for any term exceeding five (5) years. Section 202 also outlines that the lease or license must be consistent with any relevant management plan.

The land subject to the proposed lease is contained within the “Emergency Services Reserves” Community Land Management Plan. Accordingly, the proposal is consistent with the Community Land Management Plan.

➤ **Risk Management Implications**

Undertaking consultation in accordance with the relevant statutory requirements will assist in mitigating the risk of:

*Failure to exercise, perform and discharge the powers, functions and duties under legislation, contracts, leases and policies*

Inherent Risk	Residual Risk	Target Risk
Extreme (4B)	Medium (2C)	Medium (2C)

➤ **Financial and Resource Implications**

The cost of public consultation is to be met by Council. The lease is proposed to be ‘peppercorn’ which is consistent with the past practice at this site and at other sites occupied by the CFS.

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

There is a high level of community expectation that Council provides support and assistance for fire safety within the Adelaide Hills region. The proposed long-term lease for the CFS over this site will support fire management efforts in the Upper Hermitage area for the next 42 years if supported.

➤ **Sustainability Implications**

Not applicable

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

Consultation on the development of this report was as follows:

<i>Council Committees:</i>	Not Applicable
<i>Council Workshops:</i>	Not Applicable
<i>Advisory Groups:</i>	Not Applicable
<i>External Agencies:</i>	CFS
<i>Community:</i>	Not applicable

Community Consultation is required to be undertaken to comply with legislative requirements under Section 202 of the Local Government Act 1999 and in line with our Council Public Consultation Policy.

- The Consultation will be undertaken by placing a public notice, in the local paper which circulates within the area.
- A notice will be placed on the Adelaide Hills Council website and on its 'Engagement Hub' inviting interested persons to make submissions within the 21-day consultation period.
- A sign to be placed at the site notifying of the consultation being undertaken.
- A letter box drop/email to adjoining neighbours will be distributed.
- Direct emails to other identified stakeholders will be provided.
- Copies of the proposal will be made available for inspection at the Council's service centres at Stirling, Woodside and Gumeracha and hard copy feedback forms will be made available.
- Feedback can be provided through email, phone, and mail.

The existing CFS station has been operating from this site for many years, and the CFS wish to ensure its longevity and its support to the local community.

➤ **Additional Analysis**

Historically, to support fire-fighting efforts across the region, Council has entered into long term lease agreements with the CFS to support their long-term planning for their fire fighting and training needs into the future. Other CFS lease agreements over Council land are for the maximum term allowable under the Local Government Act, that is twenty-one (21) plus twenty-one (21) years. The long-term lease arrangement proposed for the Upper Hermitage site is consistent with the approach taken with other CFS sites on Council land across the Region.

In terms of the historic use of a portion of the site as a tennis court, Hermitage Tennis Club's lease over the Courts at Upper Hermitage was surrendered in November 2007. The site has not been used for organised/formal tennis activity since this time with the courts in a state of disrepair.

Given the long-term nature of the lease arrangement, Council Sport and Recreation staff have undertaken an analysis of court needs in this location into the future. It is considered that the Upper Hermitage Courts are surplus to Council's needs (and in fact have not been used as formal courts for some 15 years) with alternatives available in Paracombe and in the adjacent Tea Tree Gully Council area.

Council Sport & Recreation staff are not aware of any enquiries or requests from the community for the courts to be reinstated; with the only enquiries or requests regarding the site received being for the land to be used for CFS and associated purposes. Nevertheless, the proposed consultation process provides the community with the opportunity to raise other desired uses.

### **3. OPTIONS**

Council has the following options:

- I. Endorse the commencement of public consultation on the proposed twenty – one (21) year lease with the CFS, with a further option to renew for an additional 21 years, with a view to entering into a long-term Lease with the CFS as outlined in this report (Recommended)
- II. To not endorse the commencement of public consultation on the proposed twenty – one (21) year lease with the CFS, with a further option to renew for an additional 21 years, with a view to entering into a long-term Lease with the CFS as outlined in this report (Not recommended)

### **4. APPENDICES**

- (1) Aerial photo of the Upper Hermitage CFS site
- (2) Draft proposed CFS Lease



---

# **Appendix 1**

Aerial photo of the Upper Hermitage CFS site

---

Upper Hermitage CFS Site



---

## **Appendix 2**

Draft proposed Lease to Minister for Police, Emergency  
Services and Correctional Services

---

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

**LEASE**

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
--------------------	--

SERIES NO	PREFIX
	L

**AGENT CODE**

LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT  
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	

# LEASE

---

**PRIVACY COLLECTION STATEMENT:** The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

---

## LAND DESCRIPTION

Whole of the land in Certificate of Title Volume 5854 Folio 841

---

## ESTATE & INTEREST

Fee Simple

---

**LESSOR** (Full name and address)

**ADELAIDE HILLS COUNCIL** of PO Box 44, Woodside SA 5244

---

**LESSEE** (Full name, address and mode of holding)

**MINISTER FOR POLICE, EMERGENCY SERVICES AND CORRECTIONAL SERVICES** a body corporate pursuant to the *Administrative Arrangements Act 1994* (SA) of GPO Box 6446 Halifax Street, Adelaide SA 5000

---

## TERM

COMMENCING ON 1 August 2024

AND

EXPIRING ON 31 July 2045

together with the right of renewal (if any) set out in clause 4.4

---

**RENT AND MANNER OF PAYMENT** (or other consideration)

The rent set out in Item 2 of the Schedule payable in the manner and at the time specified in Item 2 of the Schedule

---

---

**IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:**

(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

---

**OPERATIVE CLAUSE** *\*Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed *\*herein/ \*in* Standard Terms and Conditions No. \_\_\_\_\_ and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negated).

---

**DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.**

---

---

CONSENTS

---

DATED.....

**CERTIFICATION** *\*Delete the inapplicable*

---

**Lessor(s)**

- \*The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.
- \*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- \*The Certifier has retained the evidence to support this Registry Instrument or Document.
- \*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

<Name of certifying party>  
<Capacity of certifying party>

for: <Company name>

on behalf of the Lessor

---

---

**Lessee(s)**

\*The Certifier has taken reasonable steps to verify the identity of the lessee or his, her or its administrator or attorney.

\*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

\*The Certifier has retained the evidence to support this Registry Instrument or Document.

\*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

*<Name of certifying party>*

*<Capacity of certifying party>*

for: *<Company name>*

on behalf of the Lessee

---



---

## LEASE TERMS AND CONDITIONS

---

### TABLE OF CONTENTS

<b>1. INTERPRETATION .....</b>	<b>8</b>
1.1. Definitions.....	8
1.2. Interpretation.....	8
<b>2. LESSEE'S OBLIGATIONS.....</b>	<b>9</b>
2.1. Pay Rent.....	9
2.2. Pay Outgoings .....	9
2.3. Maintain Premises .....	9
2.4. Painting.....	9
2.5. Keep in neat, tidy and clean condition.....	9
2.6. Permitted Use .....	10
2.7. Alterations and Additions or Replacement .....	10
2.8. Comply with statutes etc. ....	10
2.9. Alterations and additions.....	10
2.10. Obligations at end of Lease .....	10
2.11. Assignment and Subletting .....	10
2.12. Lessor's Inspection .....	10
2.13. No Signs .....	11
2.14. No Nuisance .....	11
2.15. Release .....	11
2.16. Indemnity .....	11
<b>3. LESSOR'S OBLIGATIONS .....</b>	<b>11</b>
3.1. Quiet Enjoyment .....	11
3.2. Insurance.....	11
<b>4. MUTUAL COVENANTS .....</b>	<b>12</b>
4.1. Damage and Destruction .....	12
4.2. Termination.....	12
4.3. Right of Refusal to Purchase Freehold.....	12
4.4. Right of Renewal .....	13
4.5. Holding Over.....	13
4.6. Severance .....	13
4.7. Entire Agreement.....	13
4.8. Modification.....	14
4.9. Waiver .....	14
4.10. Notices.....	14
4.11. Costs .....	14
4.12. Delegation .....	15

4.13. Dispute Resolution.....	15
4.14. Resumption or Compulsory Acquisition.....	15
4.15. GST .....	15
4.16. No Warranty.....	15
4.17. Auditor-General .....	15
<b>SCHEDULE.....</b>	<b>17</b>

## 1. INTERPRETATION

### 1.1. Definitions

In this Lease, the following words and expressions shall have the following meanings, unless the context otherwise requires:

- 1.1.1. **Business Days** means Monday to Friday (excluding public holidays under the *Holidays Act 1910 (SA)*);
- 1.1.2. **Claim** means any claim, demand, action, cause of action, proceedings, judgment, order, relief, remedy, right, entitlement, damage, loss, compensation, reimbursement, cost, expense or liability incurred, suffered, brought, made or recovered of whatever nature, howsoever arising and whether presently ascertained, immediate, future or contingent or whether arising at law or in equity or whether of a contractual, proprietary or tortious nature (whether in negligence, other breach of duty, of a strict liability or otherwise);
- 1.1.3. **Commencement Date** means the date specified as the Commencement Date on page 1 of this Lease in the panel titled "Term";
- 1.1.4. **Default Rate** means the rate of interest equal to the Large Business Lending Rate for Outstanding Loans published on the Reserve Bank of Australia's webpage entitled '*Lender's Interest Rates*' (on the Lenders' Rates Table) published twenty-five (25) Business Days after the end of each month by the Reserve Bank of Australia, for the month in which interest commences to be payable pursuant to clause 3.2.4 of this Lease;
- 1.1.5. **Insurable Risk** means any of the following risks, namely, fire, storm, tempest, earthquake, lightning, rain, water and other water damage including flood, aircraft and other aerial devices and articles dropped from them, explosion, malicious damage, riot, strikes, impact by vehicles, sprinkler leakage and other usual and necessary risks against which a prudent building owner can and does ordinarily insure;
- 1.1.6. **Land** means the whole of the land referred to in Item 1 of the Schedule;
- 1.1.7. **Lessee** means the said Minister for Police, Emergency Services and Correctional Services and, where appropriate, includes the Lessee's permitted assigns or subtenants and the Lessee's Representative;
- 1.1.8. **Lessee's Representative** means a person nominated in writing from time to time to the Lessor by the Lessee as the Lessee's Representative;
- 1.1.9. **Lessor** means the Lessor named and described on page 1 of this Lease in the panel titled "Lessor" together with the Lessor's successors and assigns (if the Lessor is a body corporate) and its heirs, executors, administrators and assigns (if the Lessor is an individual);
- 1.1.10. **Permitted Use** means the use of the Premises for the purposes of the provision of emergency services (including, but not limited to, the provision of fire emergency services, the maintenance of emergency services vehicles and equipment, the storage of emergency services equipment and for training purposes including the holding of training sessions at night) and for all purposes incidental to such purposes;
- 1.1.11. **Premises** means that portion of the land or the building more particularly described on page 1 of this Lease in the panel titled "Land Description" including the Lessor's fixtures and fittings situated in or on such Premises and, where appropriate, includes any part or parts of the Premises;
- 1.1.12. **Services** means the plumbing, sewerage, gas and electricity services situated on the Land and servicing the Premises; and
- 1.1.13. **Term** means the initial term granted by the Lessor as specified on page 1 of this Lease in the panel titled "Term" and includes such further period as the Lessee may occupy the Premises in accordance with this Lease (including any extension of this Lease pursuant to clause 4.3).

### 1.2. Interpretation

- 1.2.1. The panel form titled "Lease" inside which these terms and conditions are contained shall be incorporated in and form part of this Lease.
- 1.2.2. The Schedule means the Schedule to this Lease which forms part of this Lease and any reference to an "Item of the Schedule" means the relevant Item of the Schedule to this Lease.
- 1.2.3. Words importing the singular shall include the plural and vice versa and words importing a gender shall include every other gender.

- 1.2.4. Where two or more persons are included as “Lessor”, the Lessor’s obligations set out in this Lease refer to and shall bind such persons and any two or greater number of them jointly and each of them severally.
- 1.2.5. Any reference to a person shall include a body corporate and vice versa.
- 1.2.6. Reference to a statute includes all statutes amending, consolidating or replacing the statutes referred to.
- 1.2.7. Headings and clause numbers have been inserted for the purpose of convenient reference only and shall not affect the construction or interpretation of this Lease.
- 1.2.8. Where the words “Not Applicable” appear opposite any Item of the Schedule, then each and every clause in this Lease in which specific reference is made to such part of the relevant Item of the Schedule shall be of no effect.
- 1.2.9. A reference to writing shall be construed as including a reference to any mode of representing or reproducing words, figures or symbols in a visible form.

## **2. LESSEE’S OBLIGATIONS**

### **2.1. Pay Rent**

The Lessee will during the Term and without demand from the Lessor pay to the Lessor and without any deductions whatsoever the rent reserved, such rent to be paid as provided in the panel ‘Rent and Manner of Payment’ on page 2 at the office of the Lessor or at any other place which the Lessor shall notify to the Lessee in writing and at the times and in the manner provided in this Lease.

### **2.2. Pay Outgoings**

2.2.1. The Lessee shall pay as and when they fall due:

- (a) all charges for gas, electricity, excess water and oil consumed in or on the Premises;
- (b) all charges (including rentals) in respect of any telephone services connected to the Premises; and
- (c) all other charges imposed by any public utility or authority or by any other person for the supply of any services separately charged in respect of the Premises.

**PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such charges are payable in respect of the whole of the Land, then the Lessee shall pay that proportion of such charges as is set out in Item 4(a) of the Schedule.

2.2.2. The Lessee shall pay as and when the same fall due for payment all statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises **PROVIDED ALWAYS** that where there are no separate assessments in respect of the Premises and such statutory rates, taxes, charges or levies are payable in respect of the Land, then the Lessee shall pay such proportion of statutory rates, taxes, charges and levies payable, charged, assessed or levied in respect of the Premises as is set out in Item 4(b) of the Schedule.

### **2.3. Maintain Premises and Services**

2.3.1. The Lessee shall at its expense at all times during the Term maintain the Premises in good and substantial repair and condition (including structural repair and condition) (both internally and externally) having regard to the condition the Premises were in as at the Commencement Date.

2.3.2. Without limiting clause 2.3.1, the Lessee shall at its expense every ten (10) years during the Term (unless otherwise agreed by the Lessor and the Lessee in writing) repaint or treat in a proper and tradesmanlike manner those parts of the Premises as were painted or treated at the Commencement Date.

2.3.3. The Lessee shall at its expense maintain all Services on or in the Land in good working order at all times during the Term.

### **2.4. Painting**

On the expiration or earlier termination of this Lease, the Lessee shall, in accordance with specifications and in colours approved by the Lessor, paint or cause to be painted all such parts of the internal Premises as have previously been painted.

### **2.5. Keep in neat, tidy and clean condition**

The Lessee shall at its expense keep the Premises in a neat, tidy and clean condition at all times during the Term and free from all accumulations of rubbish, dirt, litter, office waste and vermin and shall not permit the Premises to be or become in any insanitary and unhygienic condition.

## **2.6. Permitted Use**

The Lessee shall not without the prior written consent of the Lessor use the Premises for any purpose other than for the Permitted Use.

## **2.7. Alterations and Additions or Replacement**

The Lessee may with the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) at its expense either:

- 2.7.1. make any alterations or additions to the Premises it considers necessary or appropriate (whether structural or otherwise); or
- 2.7.2. if it considers it necessary or appropriate, replace the buildings or structures comprising the Premises with new buildings or structures to the Lessee's satisfaction,

**PROVIDED ALWAYS** that:

- 2.7.3. prior to making any such alterations or additions or undertaking such replacement, the Lessee shall at its expense obtain all approvals required by law (if any); and
- 2.7.4. without limiting clause 2.7, the Lessee shall undertake any such alterations or additions or replacement (as the case may be) in accordance with all such approvals and in accordance with the requirements of all applicable statutes, regulations, by-laws, ordinances, rules or other form of statutory instruments or delegated legislation and the requirements of all notices or orders lawfully given or made by an authority or any other person.

## **2.8. Comply with statutes etc.**

The Lessee shall at all times during the Term promptly comply with:

- 2.8.1. all statutes, regulations, by-laws, ordinances, rules and other forms of statutory instruments or delegated legislation applicable to the Premises or to the use of the Premises by the Lessee; and
- 2.8.2. all notices, orders or requirements lawfully given or made by an authority or any other person in respect of the Premises,

**PROVIDED ALWAYS** that nothing in this clause 2.8 shall oblige or be construed as obliging the Lessee to effect any structural alterations or additions unless such structural alterations or additions are required as a direct result of the Lessee's use and occupation of the Premises.

## **2.9. Alterations and additions**

The Lessee shall not make any alterations or additions to the Premises without the prior written consent of the Lessor (which consent won't be unreasonably withheld).

## **2.10. Obligations at end of Lease**

On the expiration or earlier termination of this Lease, the Lessee shall vacate the Premises and remove all of its structures, equipment and goods from the Premises and deliver up possession of the buildings and structures situated on the Premises in the condition required by clauses 2.3 and 2.4.

## **2.11. Assignment and Subletting**

- 2.11.1. Subject to clause 2.11.2, the Lessee shall not assign, transfer, sublet, mortgage, charge or otherwise part with possession of the Premises without the prior written consent of the Lessor (which consent may be withheld or given in the Lessor's absolute discretion).
- 2.11.2. The Lessee may, without the written consent of the Lessor, at any time during the Term sublet the Premises, part with possession of the Premises or otherwise allow the occupation of the Premises by any agency or instrumentality of the Crown or by any other person or entity that will use the Premises for the Permitted Use.

## **2.12. Lessor's Inspection**

- 2.12.1. The Lessee shall permit the Lessor and any officer, employee, agent or contractor of the Lessor at all reasonable times on reasonable notice to the Lessee (except in an emergency when no notice shall be required), to enter on the Premises to examine and view the state and condition of cleanliness and repair of the Premises and by notice in writing served on the Lessee to require the Lessee within a reasonable time fixed in the notice to clean or repair the Premises or otherwise comply with any of the Lessee's obligations set out in this Lease.

2.12.2. The Lessee shall clean or repair the Premises or otherwise comply with the Lessee's obligations set out in this Lease in accordance with the notice referred to in clause 2.12.1 as far as it may be liable to do so pursuant to this Lease and within the reasonable time stated in the said notice. In default of the Lessee so doing, it shall be lawful for, but not obligatory on, the Lessor to carry out the required cleaning, repair or other Lessee's obligations at the expense of the Lessee who shall, on demand being made therefor, pay to the Lessor all moneys expended by the Lessor in carrying out all such cleaning, repairs and other Lessee's obligations.

### 2.13. No Signs

The Lessee shall not erect, affix, exhibit or display any signs or other advertising material on the Premises without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed).

### 2.14. No Nuisance

The Lessee shall not do or permit to be done or carry on or permit to be carried on in, on or about the Premises:

2.14.1. any thing which in the reasonable opinion of the Lessor may be or be likely to become a nuisance to any other premises adjoining or in the vicinity of the Premises; or

2.14.2. any offensive trade or business.

### 2.15. Release

The Lessee shall occupy the Premises at the risk in all things of the Lessee and the Lessee releases to the full extent permitted by law the Lessor, its officers, employees, contractors and agents, in the absence of any default, neglect or omission on their part, from all Claims resulting from any accident, personal injury or loss of or damage to property occurring in, on or in the vicinity of the Premises (including any loss or damage to any personal property of the Lessee).

### 2.16. Indemnity

The Lessee shall indemnify and keep indemnified the Lessor, its officers, employees, contractors and agents from and against all Claims which the Lessor may incur or incurs in connection with any loss of life, personal injury or loss of or damage to property arising from or out of or in connection with the use and occupation of the Premises by the Lessee but only to the extent that such loss of life, personal injury or loss of or damage to property is caused by any neglect, default or omission by the Lessee or its officers, employees, agents or contractors.

## 3. LESSOR'S OBLIGATIONS

### 3.1. Quiet Enjoyment

If the Lessee observes and performs all of the Lessee's obligations set out in this Lease, then the Lessee may peaceably possess and enjoy the Premises without interruptions or disturbance from the Lessor or from any person claiming under or from the Lessor, except for any interruption or disturbance which may be permitted by the terms of this Lease.

### 3.2. Insurance

3.2.1. The Lessee warrants that the Lessee is entitled to the benefit of the South Australian Government Insurance and Risk Management arrangements administered by the Insurance Division of South Australian Government Financing Authority in respect of its use of the Premises pursuant to this Lease.

3.2.2. The Lessor warrants that it is a member of the Local Government Association and Mutual Liability Scheme (**Scheme**) and is bound by the rules of the Scheme pursuant to the provision of the *Local Government Act 1999* and in the event that the Lessor ceases to be a member of the Scheme it will immediately, pursuant to the provisions of the *Local Government Act 1999*, effect public liability insurance to a minimum level of cover of **THREE HUNDRED MILLION DOLLARS** (\$300,000,000).

3.2.3. The Lessee shall ensure its sublessees (excluding any Minister of the Crown or any agency or instrumentality of the Crown) shall at their expense effect and maintain:

- (a) a policy of public risk insurance in respect of the Premises in which the limits of public risk shall be not less than **TWENTY MILLION DOLLARS** (\$20,000,000) in respect of any one claim or such further sum as the Lessor from time to time reasonably requires; and
- (b) such other insurance policies (if any) as the Lessor and the Lessee agree.

- 3.2.4. The Lessor shall at the Lessee's expense effect and maintain throughout the Term a policy insuring the Premises (excluding all Lessee's fixtures) against loss or damage by Insurable Risks in the full replacement value. The Lessee shall reimburse the Lessor for the cost of the premium in respect of such policy of insurance upon demand by the Lessor and if the Lessee fails to reimburse the Lessor, then the cost of such premium shall be a debt due to the Lessor by the Lessee and the Lessee shall pay interest calculated on a daily basis at the Default Rate on such outstanding premium from the day upon which such outstanding premium is due and payable to the day upon which such outstanding premium is either paid to or recovered by the Lessor (as the case may be).
- 3.2.5. The policy of insurance referred to in clause 3.2.4 shall:
- (a) be in the name of the Lessor with the Lessee's interest in the Premises endorsed on it; and
  - (b) be with an insurer approved by the Lessee.
- 3.2.6. The Lessor shall upon demand provide to the Lessee:
- (a) copies of the policies of insurance referred to in clause 3.2.4; and
  - (b) copies of all certificates of currency and certificates of renewals in respect of the policies of insurance referred to in clause 3.2.4.
- 3.2.7. The Lessee, in specifying levels of insurance in this Lease, accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of the insurance in respect to how they may or may not respond to any loss, damage or liability.
- 3.2.8. The Lessor acknowledges and agrees that it is the Lessor's responsibility to assess and consider the risks and scope of the insurance required pursuant to this Lease.

#### **4. MUTUAL COVENANTS**

##### **4.1. Damage and Destruction**

If the Premises are damaged or destroyed so as to be unfit for use by the Lessee, then either party may terminate this Lease immediately on such damage or destruction by written notice to the other party. Neither party shall have any claim against the other party in respect of such termination except for claims for antecedent breaches (if any) by the other party and the Lessee must comply with its obligations in clause 2.10.

##### **4.2. Termination**

- 4.2.1. If the Lessee breaches any of its obligations set out in this Lease and, following the giving by the Lessor of written notice of such breach, the Lessee fails to rectify such breach within one (1) calendar month (if such breach is capable of being rectified within such time) or fails to make diligent progress towards rectifying any such breach (if such breach is incapable of rectification within such time), then the Lessor may terminate this Lease immediately by written notice to the Lessee and re-enter the Premises.
- 4.2.2. Notwithstanding any other provision of this Lease, the Lessee may terminate this Lease at any time without cause by giving six (6) months' written notice to the Lessor, and the Lessor shall not have any claim or take any action against the Lessee in respect of such termination except for any antecedent breaches of this Lease by the Lessee.

##### **4.3. Right of Refusal to Purchase Freehold**

The Lessor covenants and agrees with the Lessee that if the Lessor is desirous of disposing of its estate in fee simple in the Land or the Premises at any time during the Term, then the Lessee shall have the right of first refusal to purchase the Land or the Premises subject to the following terms and conditions:

- 4.3.1. the Lessor shall give notice in writing to the Lessee of the Lessor's intention to dispose of the Land or the Premises and such notice shall constitute an offer by the Lessor to sell the Land or the Premises (as the case may be) to the Lessee and shall specify the consideration required by the Lessor from the Lessee for the purpose by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) which consideration shall be equal to the land value of the Land or the Premises (as the case may be) and shall not include the value of any improvement, structures or buildings situated on the Land or the Premises (as the case may be) and not in any respect whatsoever constitute the imposition of any more onerous obligations and duties upon the Lessee than that which the Lessor would impose or require from a

purchaser other than the Lessee. If the Lessor and the Lessee are unable to agree within a reasonable time as to the consideration for the purchase of the Land or the Premises (as the case may be) by the Lessee on the basis set out above, then either party may request the President or Vice President for the time being of the Australian Property Institute (South Australian Division) to appoint a qualified valuer of not less than five (5) years' experience in valuing like land or premises and who is prepared to undertake such determination for a fee determined by the President or Vice President for the time being of the Australian Property Institute (South Australian Division) based on an hourly rate having regard to the complexity of the valuation and the experience of the qualified valuer undertaking such valuation. The qualified valuer appointed shall determine the consideration for the purchase of the Land or the Premises (as the case may be) on the basis set out above;

4.3.2. the Lessee shall within sixty (6) days after the service of such notice, give notice in writing to the Lessor of the Lessee's acceptance or rejection of the Lessor's offer to sell. In the event of the service of a notice of acceptance by the Lessee on the Lessor there shall be deemed to be a binding contract for the sale by the Lessor and the purchase by the Lessee of the Lessor's estate and interest in the Land or the Premises (as the case may be) for the consideration stated in the notice given by the Lessor to the Lessee (**purchase price**) subject to the following terms and conditions:

- (a) the whole of the purchase price shall be paid at settlement which shall take place no more than ninety (90) days or such other date as the Lessor and the Lessee mutually agree from the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) on the Lessee;
- (b) all rents, rates, taxes, insurance and other outgoings and incomings shall be adjusted to the date of settlement;
- (c) the Lessee shall deliver to the Lessor a Memorandum of Transfer in registrable form and the Lessor shall execute such Memorandum of Transfer and deliver the same to the Lessee at settlement and upon payment of the purchase price in full;
- (d) the Land shall in all respects be at the risk of the Lessee as and from the date of service of the Lessee's notice of acceptance on the Lessor; and
- (e) settlement shall take place at the Land Titles Registration Office or at such other place as may be mutually agreed between the Lessor and the Lessee.

4.3.3. If the Lessee shall refuse, neglect or otherwise fail to give notice in writing to the Lessor within a period of sixty (60) days after the date of service of the Lessor's notice of intention to dispose of the Land or the Premises (as the case may be) upon the Lessee or if the Lessee notifies the Lessor of its rejection of such offer to sell, then the Lessor shall then be at liberty at any time to sell the Land or the Premises (as the case may be) to any person other than the Lessee at the purchase price (as referred to in this clause 4.3) but the Lessor shall not be entitled to sell the Land or the Premises (as the case may be) at any lesser price without first giving the Lessee the opportunity of purchasing the same at such lesser price upon the terms and in the manner set out in this clause 4.3.

#### **4.4. Right of Renewal**

The Lessor shall, on the written request of the Lessee made not later than three (3) months before the expiration of the initial term, and if at the time of such request there shall not be any existing breach of any of the Lessee's obligations set out in this Lease, at the expense of the Lessee grant to the Lessee an extension of the Lease of the Premises for the further term specified in Item 3 of the Schedule and such extension shall be on like terms and conditions as are contained in this Lease but excluding this option for renewal.

#### **4.5. Holding Over**

If the Lessee shall remain in occupation of the Premises after the expiration of the Term, then no tenancy from year to year (or longer period) shall be implied by payment or acceptance of rental but the Lessee shall continue to occupy the Premises on a monthly tenancy determinable at any time by either party on one (1) calendar month notice in writing on the same terms and conditions as those contained in this Lease so far as is applicable.

#### **4.6. Severance**

If any term or condition of this Lease shall be for any reason unlawful, void or invalid or unenforceable, then the offending term or condition shall be severed from this Lease without affecting the validity or enforceability of the remainder of this Lease.

#### **4.7. Entire Agreement**



This Lease constitutes the entire agreement of the parties in respect of the subject matter of this Lease and the parties agree that this Lease supersedes all prior arrangements, understandings and negotiations in respect of the matters dealt with in this Lease. Further, no agreement whether collateral or otherwise, shall be taken to have been formed between the parties by reason of any promise, representation, inducement or undertaking (if any) given or made by one party to the other party prior to the date of execution of this Lease.

#### **4.8. Modification**

No variation, addition to or modification of any provision of this Lease shall be binding on the parties unless such variation, addition or modification is made in writing, signed by each party and expressed to be either supplemental to, in variation of or in substitution for the whole or a part of this Lease.

#### **4.9. Waiver**

- 4.9.1. A waiver of any provision of this Lease must both be in writing and be signed by the parties or by a person duly authorised to sign such a document on a party's part.
- 4.9.2. No waiver by a party of a breach of a term or condition contained in this Lease shall operate as a waiver of any breach of the same or any other term or condition contained in this Lease.
- 4.9.3. No forbearance, delay or indulgence by any party in enforcing the provisions of this Lease shall prejudice or restrict the rights of that party.

#### **4.10. Notices**

4.10.1. A "notice" means:

- (a) a notice; or
- (b) a consent, approval or other communication required to be in writing under this Lease.

4.10.2. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail to the other party to the address specified in Item 5 of the Schedule.

4.10.3. A notice or other communication is taken to be received if:

- (a) delivered by hand before 5.00 pm on a Business Day, on the day of delivery, otherwise on the next Business Day;
- (b) sent by pre-paid mail, on the third Business Day after posting;
- (c) transmitted by electronic mail:
  - (i) when the relevant email appears in the sender's sent log with properties disclosing an appropriate routing; and
  - (ii) the sender does not receive a message from the system operator to the effect that the relevant email was undeliverable.

4.10.4. If the result under clause 4.10.3 is that a notice would be taken to be given on a day that is not a Business Day in the place to which the notice is sent, then it will be taken to have been given on the next Business Day in that place.

4.10.5. A party may from time to time notify of a change to its contact details by written notice to the other party.

#### **4.11. Costs**

4.11.1. Each party will pay their own costs of and incidental to the negotiation and the certification of this Lease.

4.11.2. The Lessee shall pay:

- (a) the Lessor's reasonable costs (including legal costs) of an incidental to the preparation and execution of this Lease;
- (b) the stamp duty (if any) and registration fees (if any) assessed or payable in respect of this Lease; and
- (c) the costs of and incidental to the preparation of a GRO Plan or other plan acceptable to the Lands Titles Registration Office delineating the Premises (including, but not limited to any survey costs) to enable this Lease to be registered at the Lands Titles Registration Office.

#### 4.12. Delegation

Any consent, notice, any consultation or any other thing which is, pursuant to the terms of this Lease, either required to be given, done or performed or which may be given, done or performed by the Lessee may be given, done or performed by the Lessee's Representative.

#### 4.13. Dispute Resolution

If a dispute arises between the Lessor and the Lessee as to the terms and conditions of this Lease or the operation of this Lease or as to the rights or obligations of the parties under this Lease, then, unless either the Lessor or the Lessee desires to exercise its rights to have such dispute adjudicated by court within one (1) month of such dispute arising, either party may refer such dispute to an independent mediator agreed upon by the parties or, failing agreement, to an independent mediator nominated for appointment by the President or Acting President of the Law Society of South Australia. Such independent mediator shall act as an expert not an arbitrator. The findings of such independent mediator shall be final and binding on both the Lessor or the Lessee and the Lessor and the Lessee shall bear the fees and expenses of such independent mediator in equal shares.

#### 4.14. Resumption or Compulsory Acquisition

If the Premises are either resumed or compulsorily acquired at any time during the Term by the Crown in right of the Commonwealth of Australia or the Crown in right of the State of South Australia, then this Lease shall automatically terminate as from the date of such resumption or compulsory acquisition (as the case may be). Neither party shall have any claim against the other in respect of such termination except in respect of any antecedent breaches (if any) of this Lease by the other party.

#### 4.15. GST

##### 4.15.1. Definitions

For the provisions of this Lease dealing with GST:

- (a) **GST** means the tax imposed by the GST Law;
- (b) **GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (c) **Tax Invoice** and **Taxable Supply** have the respective meanings attributed in the GST Law; and
- (d) any other expressions used in this clause that are not otherwise defined have the same meaning as those expressions in the GST Law.

##### 4.15.2. GST

- (a) This clause 4.15 applies if a party makes a Taxable Supply in connections with this Lease for a consideration.
- (b) Subject to this clause 4.15 or any express provision to the contrary, the consideration payable by a party represents the value of the Taxable Supply and excludes GST.
- (c) Subject to clause 4.15.2(d), the party liable to pay for the Taxable Supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of a Taxable Supply.
- (d) If this Lease requires a party (**First Party**) to pay, reimburse or contribute to an amount paid or payable by the other party (**Second Party**) in respect of an acquisition from a third party, the amount required to be paid, reimbursed or contributed by the First Party will exclude any GST forming part of the amount to be paid, reimbursed or contributed for which the Second Party is entitled to claim an input tax credit.
- (e) A party's right to payment under this clause 4.15 is subject to a valid Tax Invoice being delivered to the party liable to pay for the Taxable Supply.

#### 4.16. No Warranty

The Lessee acknowledges and agrees that the Lessor does not make any warranty, representation, promise or assurance as to the suitability of the Premises for the Permitted Use and all implied warranties, representation, promises or assurances (if any) are expressly excluded.

#### 4.17. Auditor-General

Nothing in this lease derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (SA).

THIS LEASE IS DATED: .....

**Executed by the Lessor**

**SIGNED** by a duly authorised delegate on )  
behalf of the **ADELAIDE HILLS COUNCIL** )  
was affixed in the presence of: )

.....  
Authorised Delegate – Signature

.....  
Authorised Delegate - Print Name

.....  
Authorised Delegate - Position

.....  
Witness – Signature

.....  
Witness - Print Name

**Executed by the Lessee**

**COMMON SEAL** of the **MINISTER FOR** )  
**POLICE, EMERGENCY SERVICES AND** )  
**CORRECTIONAL SERVICES** )  
was affixed in the presence of: )

.....  
Witness - Signature

.....  
Witness - Print Name

## **SCHEDULE**

### **ITEM 1**

#### **Land**

The whole of the land comprised in Certificate of Title Volume 5854 Folio 841

### **ITEM 2**

#### **Rent**

**ONE DOLLAR** (\$1.00) per annum if so demanded by the Lessor

### **ITEM 3**

#### **Right of Renewal**

Twenty-one (21) years commencing on 1 August 2045 and expiring on 31 July 2066

### **ITEM 4**

#### **Lessee's Proportion**

Charges for Services:

- (a) 100%, or other such percentage as the Lessor and Lessee may from time to time agree in writing

Statutory Rates, Taxes and Charges:

- (b) 100%, or such other percentage as the Lessor and Lessee may from time to time agree in writing

### **ITEM 5**

#### **Notices**

##### **Lessor**

Adelaide Hills Council  
PO Box 44  
Woodside SA 5244

Email: [mail@ahc.sa.gov.au](mailto:mail@ahc.sa.gov.au)

##### **Lessee**

Minister for Police, Emergency Services and Correctional Services  
C/- South Australian Fire and Emergency Services Commission  
Attn: Alison Fox, Principal Land and Leasing Advisor  
37 Richmond Road  
Keswick SA 5035

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 13 August 2024  
AGENDA BUSINESS ITEM**

**Item:** 12.4

**Responsible Officer:** David Waters  
Director Environment and Infrastructure  
Environment and Infrastructure

**Subject:** Draft Native Vegetation Protection and Conservation Policy

**For:** Decision

---

**SUMMARY**

The purpose of the report is to seek Council's approval to release the Draft *Native Vegetation Protection and Conservation Policy* (the Policy) for public consultation.

The current draft has undergone several rounds of staff and Council Member consultation, and has been reviewed to address feedback.

Public consultation is proposed on the draft policy as it is a new policy and the consultation process itself will contribute to the public education objectives of the policy.

**RECOMMENDATION**

**Council resolves:**

1. That the report be received and noted.
  2. To approve the release of the *Draft Native Vegetation Protection and Conservation Policy* for public consultation, as contained in Appendix 1.
  3. That the CEO be authorised to:
    - a. Make any formatting, nomenclature or other minor changes to the draft prior to being released for public consultation and;
    - b. Determine the consultation timings, media and processes while ensuring consistency and compliance with the provisions of Council's Public Consultation Policy
  4. That a report detailing the outcomes of the consultation and a revised draft Policy be brought back to the Council for consideration and adoption as soon as practicable after consultation closes.
-

## 1. BACKGROUND

Consultation for both the 2013 and 2019 Biodiversity Strategies identified the need to develop policy options to better address damaging activities to, and clearance of, native vegetation and degradation or alienation of public land managed for conservation purposes.

Council's community lands network contains over 400 community land parcels containing around 344 hectares of native vegetation and 1,046kms of roads as well as 150kms of unformed public roads containing approximately 1,736 hectares of native vegetation. Of this 305ha of Community Lands is managed for conservation purposes, and 500ha of native vegetation in 433 Native Vegetation Marker System sites. Even if currently degraded, some sites are managed for conservation purposes, under Heritage Agreement, designated for future restoration, or play a role as a buffer or asset protection zone, and as such are still valuable for conservation outcomes.

Many of these sites and native vegetation in general are impacted by damaging activities undertaken on or encroachments into Council land and roads. These activities include grazing, landscaping, dumping, harvesting firewood, building BMX or mountain bike tracks, fencing off community land and roads to increase size of or access to private property, using Council land to facilitate a private 'domestic activities' area, or private development. These activities or encroachments can have significant impacts and can result in native vegetation clearance and degradation of habitat.

For this reason, a commitment was made in the *Biodiversity Strategy 2019-2024* that Council would develop a Policy to manage 'encroachment' and development (access points, recreational facilities, trails), identifying Council's position on preventing and responding to damaging activities to native vegetation and Council land managed for conservation purposes.

On 11 April 2023, Council considered a motion on notice from Cr Daniell concerning unauthorised vegetation clearance and Council's role in addressing same. Following consideration of the matter, Council resolved as follows:

**ADELAIDE HILLS COUNCIL  
MINUTES OF ORDINARY COUNCIL MEETING  
TUESDAY 11 APRIL 2023  
63 MT BARKER ROAD STIRLING**

---

**11.3 Illegal Native Vegetation Clearance**

Cr Leith Mudge returned to the Chamber at 7.42pm.

**Moved Cr Nathan Daniell**

**S/- Cr Kirsty Parkin**

**78/23**

**That Council:**

- 1. Condemns the unapproved and excessive clearance of remnant native vegetation at 104 Mount Lofty Road, Crafers.**
- 2. Reaffirms its unwavering commitment to protecting and restoring the Adelaide Hills natural environment.**
- 3. Requests the Mayor write to the Minister for Climate, Environment and Water, Hon Dr Susan Close MP to request:**
  - a. The *Native Vegetation Act 1991* be amended to increase penalties associated with the illegal clearance of native vegetation;**
  - b. The budget allocated to the *Native Vegetation Council* be increased to enable appropriate resources to be allocated to compliance and enforcement**
- 4. Requests the CEO review legislative options available to strengthen Council's compliance and enforcement efforts in preventing and addressing illegal clearance of native vegetation. That as part of this review:**
  - a. A workshop be conducted with elected members.**
  - b. A report be provided to Council by 30 June 2023 including options that would improve Council's ability to ensure prevention, compliance, and enforcement, associated with the illegal clearance of native vegetation.**
- 5. Requests the CEO investigate any scope for the inclusion of additional Council owned properties to be assessed for suitability to be encumbered by a Heritage Agreement for the additional protection of native vegetation on that land. That as part of this investigation:**
  - a. A workshop be conducted with elected members (at the same time as 4(a) above).**

<b>Carried Unanimously</b>
----------------------------

---

The Native Vegetation Protection and Conservation Policy addresses point 4, around Council's ability to undertake prevention, compliance, and enforcement, associated with the illegal clearance of native vegetation on Council land.

## 2. ANALYSIS

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

#### *Strategic Plan 2020-24 – A brighter future*

Goal 4	A valued Natural Environment
Objective	
N.1	Conserve and enhance the regional natural landscape character and amenity values of our region
N2	Recognise the benefits of ecosystem services and improve environmental resilience by reducing environmental impacts
Priority	
N1.2	Manage reserves and open space to support the community, whilst balancing biodiversity conservation, resource use and environmental impacts
N2.1	Monitor and manage areas of high biodiversity or habitat value on Council reserves and Native Vegetation Marker Scheme (NVMS) sites using best practice methodologies <sup>561</sup>

#### *Biodiversity Strategy 2019 – 2024*

Goal 1:	Protect and maintain areas of high biodiversity or habitat value
Strategy	Prevent and manage encroachments
Action	Develop Encroachment Policy (eg Kuringai’s Bushland Encroachment Policy)
Strategy	Undertake Council activities to protect native species and habitat
Action	Seek greater compliance support under Council Bylaws
Strategy	Prevent and manage unauthorised activities where AHC have powers
Action	Compliance/expiations/enforcement under LG Act – <ul style="list-style-type: none"><li>• Identifying council powers to halt works and designate responsible officers to respond/enforce and potentially issue expiations.</li><li>• Develop formal Council process for halting/dealing with unauthorised native vegetation clearance</li></ul>

#### *Annual Business Plan 2022-23*

Goal Area	Natural Environment
Project ID	N2005
Strategic Initiatives	Develop Council Encroachment Policy
Area	Infrastructure & Operations
Objective	N2.2
Type	Operating
Budget 2022-23	6000

### ➤ Legal Implications

Relevant sections of the *Local Government Act 1999* (the “Act”) are highlighted below.

Section 221 (1) of the Act - A person (other than the council or a person acting under some other statutory authority) must not make an alteration to a public road unless authorised to do so by the council and carries a maximum penalty of \$5000



Section 262(2) of the Act - A person who engages in conduct that is a contravention of this Act or a by-law under this Act and fails to stop the conduct or remedy the conduct as ordered by an authorised person carries a maximum penalty of \$5,000

Section 12 of the *Adelaide Hills Council Local Government Land By-law*, an authorised person may direct a person in breach of the by-law to comply with a direction, and if they fail to comply, Council may seek to recover costs.

Other Legislation that interacts with or may have affect in conjunction with the Act:

- *Environment Protection and Biodiversity Conservation Act 1999*
- *Native Vegetation Act 1991*
- *National Parks and Wildlife Act 1972*

➤ **Risk Management Implications**

Development and implementation of this Policy will clearly communicate Council’s values and provide a framework for guiding decision making with regard to protecting native vegetation and land of conservation value, and commits Council to responding to unauthorised damaging activities and encroachments in a timely manner. This will assist the mitigation of the following risks.

Community Social & Reputation Impact

Failure to deliver on a Strategic action that was resourced to ensure its development damaging Council’s reputation and resulting in a significant loss of community confidence.

Inherent Risk	Residual Risk	Target Risk
Extreme 4B	Low 1E	Low 1E

Environment Impact

Damaging activities causing continued loss and death of native vegetation.

Inherent Risk	Residual Risk	Target Risk
Extreme 4B	Low 2D	Low 2D

➤ **Financial and Resource Implications**

Sufficient funding will need to be allocated to ensure the objects of the Policy can be met. There will be costs associated with education, taking compliance action and potentially remediated damaged land.

In the short term, it is suggested that staff undertake this work within existing budgets and bring necessary variations to Council through the normal budget review process for consideration. In time, Council may wish to consider the establishment of an approach which sees budget specifically allocated to education, compliance and remediation, with any proceeds from compliance action reinvested into same.

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

By implementing the Policy, Council demonstrates a commitment to biodiversity conservation, which will be consistently reflected in it’s decision making with regard to

protection of native vegetation and Land of conservation value and sending a clear message to residents, developers and staff that Council will take action to prevent and respond to damaging activities. This will be welcomed by the conservation community who participated in the development of both 2014 and 2019 Biodiversity Strategies.

➤ **Sustainability Implications**

Preservation of existing native vegetation will enable it to continue to;

- provide habitat for native wildlife and plants
- provide ecosystem services
- providing canopy cover to
  - prolong the life of roads and footpaths by protecting them from uv damage
  - reduce urban heat and cool earth temperatures
  - protect animals and residents from heat and UV radiation
- maintain soil moisture
- reduce stress and generally improve both mental and physical health
- maintain the unique and desirable character of the Adelaide Hills

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

Consultation on the development of this report was as follows:

<i>Council Committees:</i>	Not Applicable
<i>Council Workshops:</i>	2 April 2024 and 1 July 2024
<i>Advisory Groups:</i>	Not Applicable
<i>External Agencies:</i>	Not Applicable
<i>Community:</i>	Not Applicable

Staff from various functions across the organisation have been engaged in the development of the Policy.

➤ **Additional Analysis**

Although current Council strategies and regulations/by-laws guide or authorise staff to act in response to these unauthorised activities, Council does not currently have a policy position that commits it to protecting native vegetation and preventing damaging activities from occurring, and determining when it shall act, and how it shall act in response to such activities, reflecting the severity of the impact.

While there is no legislative or policy requirement for the Council to consult on the draft policy, on this occasion it is considered beneficial to do so. Consulting on the policy provides the opportunity for stakeholder and interest groups to contribute to public policy setting, while the process will also aid in raising community awareness of this important issue.

The consultation is proposed to be conducted primarily online, promoted through Council's usual communications channels, and brought to the direct attention of relevant stakeholder groups.

The outcomes of the consultation will be reported back to Council, along with any recommendations for amendments in response to same.

### **3. OPTIONS**

Council has the following options:

- I. Approval of the Policy for public consultation facilitating the next phase of the Policy development. (Recommended)
- II. Rejection of the Policy for public consultation or adoption restricting the implementation of this framework. (Not Recommended)

Should the Council identify the need for substantial amendments to the revised Strategy/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 Council for further consideration.

### **4. APPENDICES**

- (1) Draft Native Vegetation Protection and Conservation Policy


---

# **Appendix 1**

## *Draft Native Vegetation Protection and Conservation Policy*

---

# COUNCIL POLICY

 <p><b>Adelaide Hills</b> COUNCIL</p>	<h2 style="margin: 0;">DRAFT Native Vegetation Protection and Conservation Policy</h2>
--	--

<b>Policy Number:</b>	<b>To be allocated</b>
<b>Responsible Department(s):</b>	Open Space
<b>Relevant Delegations:</b>	As per the Delegations Register and as detailed in this Policy
<b>Other Relevant Policies:</b>	Alteration and occupation of public roads (INF-06) Enforcement (GOV-10) Order Making Policy (GOV-15) Tree Management Policy ENV-04
<b>Relevant Procedure(s):</b>	Alteration of a Public Road (I&O-001)
<b>Relevant Legislation:</b>	Native Vegetation Act 1991 Environment Protection and Biodiversity Act 1999 Crown Lands Management Act 2009 Native Title Act (Cth) 1993 Native Title Act (SA) 1994 Aboriginal Heritage Act 1988 Planning, Development and Infrastructure Act 2016 Local Government Act 1999 <i>By-laws made under the LG Act:</i> AHC Permits and Penalties By-Law 2018, By-law No. 1 of 2018 AHC Local Government Land By-law 2018, By-law No. 3 of 2018 AHC Roads By-law 2018, By-law No. 4 of 2018
<b>Policies and Procedures Superseded by this policy on its Adoption:</b>	Nil - this is a new policy and therefore does not supersede a previously adopted policy.
<b>Adoption Authority:</b>	Council
<b>Date of Adoption:</b>	<b><i>Date of Council Meeting</i></b>
<b>Effective From:</b>	<b><i>14 Days after Council Meeting</i></b>
<b>Minute Reference for Adoption:</b>	<b><i>To be entered administratively following Council Meeting</i></b>
<b>Next Review:</b>	<b>No later than (four years after adoption) or as required by legislation or changed circumstances</b>

---

**Version Control**

<b>Version No.</b>	<b>Date of Effect</b>	<b>Description of Change(s)</b>	<b>Approval</b>
1.0		Draft new policy for consultation purposes	

DRAFT

## **NATIVE VEGETATION PROTECTION AND CONSERVATION POLICY**

### **1. INTRODUCTION**

- 1.1. The Policy provides Council with principles and guidelines for the protection of native vegetation and land of conservation value on Local Government land and roads.
- 1.2. The Adelaide Hills Council is responsible for care and maintenance of over 400 community land parcels containing around 357 hectares of native vegetation and 1,046km of roads, including 433 NVMS sites as well as 165km of unformed public roads and roadside vegetation, together containing approximately 819 hectares of native vegetation.
- 1.3. This native vegetation is predominantly remnant, occurring within the Mount Lofty Ranges biodiversity hotspot, playing a pivotal role in providing and connecting habitat for many native plant and wildlife species, especially threatened and declining species, and providing ecosystem services to the greater Adelaide region.
- 1.4. Council is entrusted to manage these areas for the benefit of the community, maintaining equity and fairness in use and enjoyment of local government land and roads as well as the natural ecological values of the land.
- 1.5. Habitat loss and fragmentation is listed as a key threatening process for many threatened and declining native species, yet native vegetation and land of conservation value is regularly impacted by activities such as clearing, grazing, landscaping, fencing, dumping, vehicle access, construction, increasing property size by alienating Council lands and roads from the public and non-compliant development.
- 1.6. The policy will outline when and how Council shall act:
  - to proactively prevent damage to native vegetation and encroachments on land managed for conservation purposes
  - in response to damage to native vegetation and encroachments on land managed for conservation purposes.

### **2. OBJECTIVES**

- 2.1. The objectives of this policy are to:
  - Demonstrate the Council's commitment to the protection of native vegetation and areas of conservation value
  - Protect native vegetation and land of conservation value through the development of educational, procedural and regulatory initiatives across Council departments and teams, including development application, permit and lease processes
  - Embed the use of an impact assessment tool into Council processes and procedures for assessing permit applications and leases and guide regulatory responses to damaging activities

- Enable consistent decision making in relation to the various functions, duties and powers available to the Council in respect to native vegetation contained in the Local Government Act 1999.

### 3. DEFINITIONS

- 3.1. **“Alienation”** means an area that is making public land physically inaccessible to the public or misleads the public into believing it is not public land through signage, built structures or landscaping continuous to adjacent private properties. (such as being entirely surrounded by private land, being fenced from public access).
- 3.2. **“Biodiversity hotspot”** regions containing high levels of species diversity, many endemic species (species not found anywhere else in the world) and a significant number of threatened or endangered species under threat due to habitat loss or degradation caused by human activity.
- 3.3. **“Biodiversity Register”** is a register maintained by Council to document biodiversity assets and works on Council land.
- 3.4. **“Clearance”** means the removal or destruction, by any means, of native vegetation on an area of land, other than the removal or destruction of a weed and includes the selective removal of a species of plant, a group of species of plants, a storey or group of storeys in whole or in part.
- 3.5. **“Conservation value”** even if an area of land does not have high quality native vegetation on it, it may still have a high conservation value by acting as a buffer zone to the area of high quality native vegetation. Buffer zones have value in preventing weedy incursion, or use as a fuel reduction zone, to prevent that fuel reduction zone moving further into the reserve. They may have conservation value for future revegetation activities.
- 3.6. **“Ecosystem services”** the goods and services provided by ecosystems that directly or indirectly benefit humans, including but not limited to oxygen production, air and water filtration, dust and water attenuation, pollination, carbon sequestration, climate regulation, cultural and health benefits.
- 3.7. **“Encroachment”** means an activity on Local Government Land, made and unmade roads requiring permission, (as specified in Adelaide Hills Council *Local Government Land By-law 2018 No.3*) or alteration and occupation of public roads where permission has not been granted, including but not limited to built structures, alteration to vegetation or soil, stockpiling, vehicle or machinery access, dumping, timber harvesting and water management.
- 3.8. **“Encroachment Register”** means a register/database maintained by Council to document all reports and incidents of encroachment and all records relating to the encroachment.
- 3.9. **“Historic encroachment”** means encroachments that have occurred in the past.



- 3.10. **“Local Government Land”** means all land owned by a council or under a council’s care control and management, other than roads.
- 3.11. **“Native Vegetation Marker System or NVMS”** is a detailed register of ecological values of designated sites across the district, helping to protect approximately 420 kilometres of native vegetation in Council road reserves. The start and end of each site is marked with a blue sign with a yellow leaf symbol displaying a unique number, which relates back to the register.
- 3.12. **“Road”** means a public or private street, road or thoroughfare to which public access is available on a continuous or substantially continuous basis to vehicles or pedestrians or both and includes a bridge, viaduct, subway, alley, laneway, walkway or unformed public road.
- 3.13. **“Unformed Public Road”** is one that is legally established but not formally constructed with a bitumen sealed surface or constructed to the standard of an unsealed road and which is under the care and control of Council. These can be dirt style tracks that are used to access private property, form part of a trail network, or contain remnant native vegetation and managed for conservation purposes.

#### **4. SCOPE**

- 4.1. The policy applies to Local Government land and roads which contain native vegetation or are managed for conservation value.
- 4.2. The policy does not apply to activities undertaken entirely on private land.
- 4.3. The policy applies to activities that have occurred in the past or could occur in the future.
- 4.4. The policy will identify proactive measures for preventing damage to native vegetation.
- 4.5. The policy does not override other legislation that relates to activities, such as clearance of native vegetation, discharge to a watercourse or construction.
- 4.6. The Policy provides a framework for assessing permit and lease applications and determining operational and regulatory responses.
- 4.7. The Policy will be implemented through Council strategies, plans, processes and procedures affecting native vegetation management and lands of conservation value, such as S221 and reserve access permit applications, leases, by-laws, regulatory and development application processes and procedures.

#### **5. GUIDING PRINCIPLES**

- 5.1. Native vegetation, particularly remnant vegetation, is a highly valuable Council asset that should be retained and conserved for the habitat to threatened and declining species it

offers, the ecosystem services it provides to the greater Adelaide region and the unique and desirable character it delivers the Adelaide Hills region.

- 5.2. Prevention is preferable to remediation and is to be prioritised. To this end Council will continuously review its processes and procedures to identify points of opportunity to prevent damage to native vegetation or encroachments onto land of conservation value before they happen, primarily through permit applications, leases and the development application process.
- 5.3. All activities undertaken by an individual or organisation on Local Government land or roads require a permit. Damage to native vegetation and land of conservation value can occur through a range of activities, and applications for developments, permits and leases need to be assessed by staff with the relevant skills to identify potential risks and set conditions that will prevent such damage.
- 5.4. An impact assessment tool will be used to determine an impact score which will be used to assess and define conditions for permits and leases for applications that may impact native vegetation or land or road of conservation value.
- 5.5. When unauthorised activities result in damage to native vegetation or alienation of Local Government land or road reserves managed for conservation purposes, Council will act to hold the individual or organisation who caused the impact accountable and aim to recover the condition of the vegetation or area of land of conservation value.
- 5.6. Council recognises that damage to native vegetation and encroachments may occur accidentally or intentionally, and that prevention and voluntary compliance are preferred methods for protecting native vegetation and land of conservation value.
- 5.7. Council's regulatory response to unauthorised vegetation damaging activities or encroachments will be guided by an impact assessment tool which takes into account the level of impact of the damaging activity.
- 5.8. Where Council staff are aware that other legislation applies, staff will report the activity to the relevant statutory authority, however Council will not solely rely on other authorities to act when Council has authority to prevent or respond to damaging activities.

## **6. POLICY STATEMENT**

- 6.1. Council is committed to implementing a strategic, consistent and comprehensive approach to preventing and managing impacts to native vegetation and local government land or roads of conservation value through the following measures:
  - 6.1.1. Community education - education for residents, landholders and the community to increase knowledge about the ecological values and responsible interaction with local government land and roads, as well as rights and responsibilities in relation to local government land and roads.

- 6.1.2. Proactive management - a commitment to assess impacts to native vegetation and lands of conservation value to either reject or set conditions for permits and leases, or provide advisory notes regarding other relevant legislation and approvals on development applications.
- 6.1.3. Process improvement - identify opportunities within existing and new procedures or processes where damage to native vegetation or land or roads of conservation value could be prevented with the appropriate interventions or management, and detailing within the relevant procedure or process how it will be done.
- 6.1.4. Encroachment Register - for Council to document the occurrence of encroachments onto lands of conservation value to enable monitoring the management actions for each of these cases.
- 6.1.5. Operational and regulatory response: Council response to damage to native vegetation or land of conservation value will be enacted as soon as practicably possible after the event, and be directed by:
- 6.1.5.1. an impact assessment tool, which will attribute a score based on factors such as total area of impact, level of proposed or actual modification, the biodiversity value of the area affected, if the land is managed for conservation purposes and the level of alienation of public land from the public;
  - 6.1.5.2. compliance with relevant legislation and Australian standards; and
  - 6.1.5.3. the level of voluntary compliance undertaken by the relevant individual or organisation.
- 6.2. In the event of negative impacts to native vegetation on local government land, Council reserves the right to undertake or manage remediation itself and recover associated costs from the relevant individual or organisation.
- 6.3. Council will support the achievement of the objects of this policy through appropriate funding allocations through the usual annual business planning and budget setting processes and budget reviews where necessary. In doing so, Council will need to balance the cost of taking compliance action and remediation works against the benefits of same.
- 6.4. Council will manage historic encroachments on a case by case basis, owing to potential changes in land ownership, changes in legislation and policies and old or informal agreements made with property occupiers at the time.

## **7. DELEGATION**

7.1 The Chief Executive Officer has the delegation to:

- Approve, amend and review any procedures that shall be consistent with this Policy; and
- Make any legislative, formatting, nomenclature or other minor changes to the Policy during the period of its currency.

**8. AVAILABILITY OF THE POLICY**

8.1 This Policy will be available via the Council's website [www.ahc.sa.gov.au](http://www.ahc.sa.gov.au).

DRAFT

---

# **Correspondence for Noting**

---



## LIONS CLUB OF TORRENS VALLEY INC.

District 201C1

ABN – 77 818 685 989

P.O. Box 169, GUMERACHA, SA 5233

**President:** Phil Dennis 0419 830754  
**Secretary:** Linda Green 0418 858429

CEO Mr Greg Georgopoulos  
Adelaide Hills Council  
63 Mount Barker Road  
Stirling 5152

2nd July 2024

Dear Greg

Its been Torrens Valley Lions Clubs pleasure to set up, cook breakfast and host Australia Day for a number of years , as part of Adelaide Hills Councils Australia Day celebrations.

At our June meeting we discussed this year's Community Celebration and Awards Ceremony event held on Sunday after Australia Day on the Friday. We noted that attendance was well down, including yourself approximately 30 people attended, other than Lions club members there for the Civic Awards. In previous years numbers have ranged from one hundred to two hundred people, with people there for civic awards plus many locals, especially older citizens.

In discussion we considered that Onkaparinga Lions Club had around 400 people attend breakfast on Australia Day 2024, having held their breakfast on Australia Day.

Following above discussions it was decided unanimously given communities support for events on Australia Day, to write to yourself with a copy to all Councillors, requesting Council reconsider holding breakfasts and civic awards on Australia Day.

Please give myself a call or Secretary Linda if you would like to discuss the above.

Kind Regards

Phil Dennis

President Torrens Valley Lions Club



GOVERNOR OF SOUTH AUSTRALIA

Friday, 18 July 2024

*Dear Jan-Claire,*

Thank you for your condolences following the death of my beloved mother, Jennifer Cashmore.

My family and I have been greatly comforted by the messages of support we have received and buoyed by the many memories which have been shared.

She was, and in our hearts remains, a remarkable woman.

Yours sincerely

Her Excellency the Honourable Frances Adamson AC  
GOVERNOR OF SOUTH AUSTRALIA

Dr Jan-Claire Wisdom  
Mayor  
Adelaide Hills Council  
63 Mount Barker Road  
STIRLING SA 5152

---

**Reports of Members/Officers  
as Council/Committee  
Representatives on  
External Organisations**

---



## COUNCIL MEMBER TRAINING & DEVELOPMENT ATTENDANCE FORM

<b>Name:</b>	Adrian Cheater	<b>Date:</b>	30/7/24
--------------	----------------	--------------	---------

**Course/Program** *(If applicable, please attach copy of completed registration form)*

<b>Title:</b>	ALGA NGA		
<b>Date(s) Attended</b>	1/7/24 - 5/7/24		
<b>Time:</b>	Start:	Finish:	
<b>Provider (e.g. LGTA):</b>	ALGA		
<b>Location (address):</b>	Canberra		
<b>Contact Phone Number:</b>			

**Course Content:** *(detail the nature of the training and development)*

My attendance at the ALGA NGA was an opportunity for development in my understanding and contextual awareness of local government across South Australia and Nationally. It would create opportunities for engagements with elected members, administrative staff and service providers of other councils to better understand the opportunities and challenges faced, while affording the opportunity to enquire on next steps on such matters.

The attendance would also create opportunities to forge political connectivity for the promotion and exposure of the Adelaide Hills Council at a federal level.

**Council or Council Member Benefits of Attendance:** *( detail the benefits gained through attendance)*

My attendance was fortunate in connecting two engagements with the federal member for Boothby and members/staff from four neighboring councils regarding road/rail freight and passenger transport as key stakeholders. This initially did not include AHC, but I made it possible. Additionally, a gathering of SA council members hosted by Steve Georganas MP was not flagged with Cr Pascale or the CEO, and I attended on their behalf prior to their arrival in Canberra. This gathering gave me the opportunity to understand some of the interconnected challenges SA councils face and initiated early conversations on collaborative advocacy efforts in the areas of EM support, passenger and freight transport, electrification, and waste.

Through my connection with Kristy McBain, I arranged a previously unscheduled meeting with her (Minister for Local Government) and Cr Pascale to engage on her motion regarding the Our Watch Toolkit. The CEO and I also attended a Climate Forum breakfast with the Climate Change Authority and the DCCEEW. This provided opportunities to share AHC initiatives in waste management and gain a greater understanding of funding opportunities for local governments from these bodies.

I also engaged with suppliers such as Telstra and have initiated ongoing conversations about improving service coverage in the Hills region. Additionally, Hyundai showcased their electric light trucks with the CEO. I was able to establish relationships with other elected members, which I intend to maintain and leverage for collaborative opportunities.

**Feedback:** *(detail ideas to enhance the training and development)*

I do not believe that the Gala dinner is a necessary inclusion from a cost/benefit analysis based on those who did attend. There is also some consideration for those attending in the future to be accommodated at the same location to reduce transport costs. The choice of driving to support this I believe was of benefit and some elected members from other councils did the same. I would also suggest that our nominations, organisation of meeting opportunities and prospectus are best established at least 3 months prior to the event, to enable more efficient and fortuitous outcomes.

---

**Confidential Items**

---

**ADELAIDE HILLS COUNCIL  
ORDINARY COUNCIL MEETING  
Tuesday 13 August 2024  
CONFIDENTIAL AGENDA BUSINESS ITEM**

**Item:** 19.1

**Responsible Officer:** Gary Lewis  
Director  
Corporate Services

**Subject:** Financial Management - Confidential

**For:** Decision

---

**1. Financial Management – Confidential – Exclusion of the Public**

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

- Chief Executive Officer, Greg Georgopoulos
- Director Environment & Infrastructure, David Waters
- Director Corporate Services, Gary Lewis
- Acting Director Community & Development, Jess Charlton
- Governance and Risk Coordinator, Zoë Gill
- Minute Secretary, Rebekah Lyons
- IT Support, Tom Portas

be excluded from attendance at the meeting for Agenda Item 19.2: (Financial Management) in confidence.

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

Section 90(3)(g) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this Agenda Item is in relation to matters that must be considered in confidence in order to ensure that the council does not breach any law, order or direction of a court or tribunal constituted by law, any duty of confidence, or other legal obligation or duty;

Section 90(3)(h) of the *Local Government Act 1999*, the information to be received, discussed or considered in relation to this Agenda Item relates to legal advice.

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

**2. Financial Management – Confidential Item**

**3. Financial Management – Duration of Confidentiality**

Subject to the CEO, or his delegate, disclosing information or any document (in whole or in part) for the purpose of implementing Council’s decision(s) in this matter in the performance of the duties and responsibilities of office, Council, having considered Agenda Item 19.1 in confidence under sections 90(2) and 90(3)(g) and (h) of the *Local Government Act 1999*, resolves that an order be made under the provisions of sections 91(7) and (9) of the *Local Government Act 1999* to retain the Items in confidence as detailed in the Duration of Confidentiality Table below:

<b>Item</b>	<b>Duration of Confidentiality NB: Item to be reviewed every 12 months if not released</b>
Report	Until Further Order
Related Attachments	Until Further Order
Minutes	Until Further Order
Other (presentation, documents, or similar)	Until Further Order

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