

His Worship the Mayor
Councillors
CITY OF MARION

NOTICE OF GENERAL COUNCIL MEETING

Council Chamber, Council Administration Centre
245 Sturt Road, Sturt

Tuesday, 14 August 2018 06:30 PM

The CEO hereby gives Notice pursuant to the provisions under Section 83 of the Local Government Act 1999 that a General Council meeting will be held

A copy of the Agenda for this meeting is attached in accordance with Section 83 of the Act.

Meetings of the Council are open to the public and interested members of this community are welcome to attend. Access to the Council Chamber is via the main entrance to the Administration Centre on Sturt Road, Sturt.



Adrian Skull
Chief Executive Officer



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OPEN MEETING

KAURNA ACKNOWLEDGEMENT

We acknowledge the Kurna people, the traditional custodians of this land and pay our respects to their elders past and present.

DISCLOSURE

All persons in attendance are advised that the audio of this General Council meeting will be recorded and will be made available on the City of Marion website.

ELECTED MEMBER'S DECLARATION OF INTEREST (if any)

CONFIRMATION OF MINUTES

Confirmation of the minutes for the General Council Meeting held on 24 July 2018

Originating Officer	Governance Officer - Victoria Moritz
Corporate Manager	Manager Corporate Governance - Kate McKenzie
Report Reference:	GC180724

RECOMMENDATION:

That the minutes of the General Council Meeting held on 24 July 2018 be taken as read and confirmed.

ATTACHMENTS:

#	Attachment	Type
1	GC180724 - Minutes	PDF File

**MINUTES OF THE GENERAL COUNCIL MEETING
HELD AT ADMINISTRATION CENTRE
245 STURT ROAD, STURT
ON TUESDAY 24 JULY 2018**



PRESENT

His Worship the Mayor Kris Hanna

Councillors

Coastal Ward

Ian Crossland

Mullawirra Ward

Jason Veliskou
Jerome Appleby

Southern Hills

Janet Byram
Nick Westwood

Warracowie Ward

Bruce Hull (from 7.05pm)
Nathan Prior

Warriparinga Ward

Raelene Telfer
Luke Hutchinson

Woodlands Ward

Tim Pfeiffer
Nick Kerry

In Attendance

Ms Abby Dickson
Mr Tony Lines
Mr Vincent Mifsud
Ms Kate McKenzie
Ms Jaimie Thwaites

Acting Chief Executive Officer
General Manager City Services
General Manager Corporate Services
Manager Corporate Governance
Unit Manager Governance and Records (minute taker)

1. COMMENCEMENT

The meeting commenced at 6.30pm

2. KAURNA ACKNOWLEDGEMENT

We acknowledge the Kurna people, the traditional custodians of this land and pay our respects to their elders past and present.

3. DISCLOSURE

All persons in attendance are advised that the audio of this General Council meeting will be recorded and will be made available on the City of Marion website.

4. ELECTED MEMBER'S DECLARATION OF INTEREST

The Chair asked if any Member wished to disclose an interest in relation to any item being considered at the meeting.

- Councillor Byram declared a perceived conflict in the item 'Youth Development Grants' (GC180724R03)
- Councillor Crossland declared a perceived conflict in the item 'Community Emergency Management Plan' (GC180724R07)
- Councillor Veliskou declared a perceived conflict in the item 'Youth Development Grants' (GC180724R03)

5. CONFIRMATION OF MINUTES

Moved Councillor Hutchinson, Seconded Councillor Prior the minutes of the General Council meeting held on 10 July 2018 be taken as read and confirmed.

Carried Unanimously

6. COMMUNICATIONS

Report on Mayoral Activities for June and July 2018:

Date	Event	Comments
21 June 2018	Edwardstown Footy Club Sponsor's Night	Attended
22 June 2018	Club Marion Lease Meeting	Attended
22 June 2018	True North Marion "A Sense of Home" Opening Night	Attended
23 June 2018	Adelaide Multicultural Eid Festival	Attended
23 June 2018	Cove FC Event	Attended
23 June 2018	2018 Lions Club of Hallett Cove Handover Dinner	Attended
26 June 2018	Cafe Shop Day, Community Event, Coominda Neighbourhood Centre	Attended
28 June 2018	Coast FM Radio Segment	Interviewed on air
30 June 2018	YMCA South Australia: Youth Empowerment Camp	Guest Speaker
30 June 2018	Marino Community Garden Fundraiser	Attended
2 July 2018	Meeting with CEO Grant Mayer, Morphettville Racecourse	Attended
2 July 2018	Rotary Club of Holdfast Bay Annual Changeover Dinner	Attended
3 July 2018	Rotary Club of Edwardstown Annual Changeover Dinner	Attended
5 July 2018	FutureMakers: Seaview High School Year 10 Program	Attended
9 July 2018	YMCA Youth Parliament	Attended
11 July 2018	Metropolitan Mayors Luncheon	Hosted
11 July 2018	Metropolitan Local Government Group Meeting	Attended
12 July 2018	South Australian <i>End Dumped Trolleys</i> Summit	Hosted

These Minutes are subject to confirmation at the General Council Meeting to be held on the 14 August 2018

13 July 2018	Local Government Association Special General Meeting	Attended
13 July 2018	Marion RSL Playground opening	Cut ribbon & opened playground with Nicolle Flint MP
13 July 2018	Gallery M, Larger than Life Exhibition Opening	Attended
14 July 2018	Hazlemere Reserve, Dog Park Upgrade, Community Information Session	Attended
14 July 2018	Edward Said Memorial Lecture	Attended
17 July 2018	Citizenship Ceremony	Conducted ceremony
19 July 2018	MarionLIFE Community Meal, 10 year Anniversary Dinner	Attended
In addition, the Mayor has met with residents, MPs, Candidates and also with the CEO and Council staff regarding various issues.		

Report on Deputy Mayor Activities for June and July 2018:

Date	Event	Comments
21 June 2018	Open Mic, MCC	Attended
25 June 2018	Salvation Army meeting	Attended
26 June 2018	Cafe Shop Day: Community Event, Cooina Neighbourhood Centre	Attended
27 June 2018	City of Marion Leadership Program participant catch up dinner	Attended
2 July 2018	Committee Meeting, Spirit of Woman	Attended
3 July 2018	Rotary Club of Edwardstown Annual Changeover Dinner	Attended
4 July 2018	Special General Meeting of the Local Government Association Board	Attended
4 July 2018	Council Assessment Panel Meeting	Attended
6 July 2018	Over 50's Travel and Social Club	Guest Speaker
6 July 2018	Tanzania Independence Celebrations	Attended
8 July 2018	Marion RSL Committee Meeting	Attended
18 July 2018	SA Women's Memorial Playing Fields Trust Meeting	Attended
18 July 2018	SA Women's Memorial Playing Fields Trust Executive Meeting	Attended
19 July 2018	Local Government Association Board Meeting	Attended
In addition, the Deputy Mayor has met with residents, MPs, Candidates and also with the CEO and Council staff regarding various issues.		

**Report on Elected Member Activities for June and July 2018:
 Councillor Raelene Telfer:**

Date	Event	Comments
27 June 2018	Light Square Design	Marion Museum
28 June 2018	Tonsley Walking Tour	Flinders Science Building and Tonsley Village Showroom
3 July 2018	Mitchell Park AGM Planning	Staff met President to define
4 July 2018	Annie Doolan's Cottage	Dispersal of historic artefacts
17 July 2018	Warriparinga Ward	Briefing on Infrastructure
19 July 2018	Marion Life 10 year	Community Meal
20 July 2018	Mitchell Park Sports and Community	Annual General Meeting

Report on CEO and General Manager Activities for June and July 2018:

Date	Activity	Attended By
27 June 2018	South Australian Economic Development Board Meeting (SAEDB)	Adrian Skull Abby Dickson
29 June 2018	Council Solutions Directorate Meeting	Vincent Mifsud
29 June 2018	Meeting with Department of Planning, Transport and Infrastructure re asset ownership	Tony Lines
2 July 2018	Meeting with Michael Carter FFSA re Southern Regional Football Facility	Adrian Skull
3 July 2018	Meeting with John Hanlon re Renewal SA Exit Strategies for Tonsley	Adrian Skull
5 July 2018	Meeting with Justin Lynch, Mark Dowd and Mark Booth re SRWRA and "China Sword Issues."	Adrian Skull
5 July 2018	Meeting with Paul Sutton and Kerrie Jackson (City of Charles Sturt) re Shared Procurement Function	Adrian Skull
6 July 2018	NAWMA Recycling Plant site tour and information session	Tony Lines
6 July 2018	Australian Workers Union EA meeting	Tony Lines
11 July 2018	Metropolitan Local Government Group Meeting (MLGG)	Kate McKenzie as proxy for Adrian Skull
11 July 2018	Meeting with CEO Advisory Group - LGASA Commercial Solutions	Adrian Skull
12 July 2018	Trolley Forum hosted by City of Marion	Tony Lines
12 July 2018	Meeting with Renewable Intelligence re water supply	Tony Lines
13 July 2018	Crown Street Reserve Cheque handover	Adrian Skull

13 July 2018	Call with Katina D'Onise SA Health re Oaklands Park Cancer Custer	Adrian Skull
13 July 2018	Attended the Launch of The International Koala Centre of Excellence	Adrian Skull
17 July 2018	Meeting with Christian Reynolds	Adrian Skull
19 July 2018	Meeting with John Spoehr (Flinders University) re Priorities Discussion - Marion Council/Flinders University	Adrian Skull
19 July 2018	Tour of Life Lab Tonsley by Julianne Parkinson GMCA	Adrian Skull Tony Lines
20 July 2018	Tonsley PCG meeting	Tony Lines
20 July 2018	Meeting with CEO's - Cities of Charles Sturt and Port Adelaide Enfield on cross council initiatives	Abby Dickson

Moved Councillor Telfer, Seconded Councillor Hutchinson that the Communication Reports be received.

Carried Unanimously

7. ADJOURNED ITEMS

Nil

8. DEPUTATIONS

Nil

9. PETITIONS

Nil

10. COMMITTEE RECOMMENDATIONS

6.34pm Confirmation of the Minutes of the Infrastructure and Strategy Committee meeting held on 3 July 2018
Report Reference GC180724R01

Moved Councillor Hutchinson, Seconded Councillor Prior that Council:

1. Receives and notes the minutes of the Infrastructure and Strategy Committee meeting of 3 July 2018 (Appendix 1).
2. Notes that separate reports will be brought to Council for consideration of any recommendations from the Infrastructure and Strategy Committee.

Carried Unanimously

ORDER OF AGENDA

The Chair sought and was granted leave to vary the agenda to bring forward the item CONFIDENTIAL - Tonsley Water Agreement (Report Reference: GC180724F03) to directly after the item Code of Conduct (Report Reference: GC180724F02)

3. CONFIDENTIAL ITEMS

6.37pm Confirmation of the Confidential Minutes for the Infrastructure and Strategy Committee Meeting held on 5 June 2018

Report Reference: GC180724F01

Moved Councillor Hutchinson, Seconded Councillor Crossland that:

1. Pursuant to Section 90(2) and (3)(b) and (d) of the Local Government Act 1999, the Council orders that all persons present, with the exception of the following persons: Adrian Skull, Abby Dickson, Tony Lines, Kate McKenzie, Jaimie Thwaites, and Victoria Moritz be excluded from the meeting as the Council receives and considers the report Infrastructure and Strategy Committee Confirmation of Minutes, upon the basis that it is satisfied that the requirement for the meeting to be conducted in a place open to the public has been outweighed by the need to keep consideration of the matter confidential on the grounds that the minutes contain information of a commercial nature and would on balance, be contrary to the public interest.

Carried Unanimously

6.38pm the meeting went into confidence

Moved Councillor Hutchinson, Seconded Councillor Crossland that:

1. Receives and notes the confidential minutes of the Infrastructure and Strategy Committee meeting held on 3 July 2018 (Appendix 1)
2. In accordance with Section 91(7) and (9) of the Local Government Act 1999 the Council orders that this report, *Confirmation of the Confidential Minutes of the Infrastructure and Strategy Committee meeting held on 3 July 2018* and Appendix, having been considered in confidence under Section 90(2) and (3)(b) and (d) of the Act, except when required to effect or comply with Council's resolution(s) regarding this matter, be kept confidential and not available for public inspection for a period of 12 months from the date of this meeting. This confidentiality order will be reviewed at the General Council Meeting in December 2018.

Carried Unanimously

6.44pm the meeting came out of confidence

6.44pm Code of Conduct

Report Reference: GC180724F02

Moved Councillor Pfeiffer, Seconded Councillor Prior that:

1. Pursuant to Section 90(2) and (3)(a) of the Local Government Act 1999 the Council orders that all persons present, with the exception of the following Abby Dickson, Acting Chief Executive Officer; Kate McKenzie, Manager Corporate Governance and Jaimie Thwaites, Unit Manager Governance and Records be excluded from the meeting where the Council will receive and consider information pertaining to the item Code of Conducts upon the basis it is satisfied that the requirement for the meeting to be conducted in a place open to the public has been

outweighed by the need to keep consideration of the matter confidential on the grounds that the report contains information relating to personnel matters.

Carried Unanimously

6.44pm the meeting went into confidence

6.45pm Councillor Kerry left the meeting and did not return

Moved Councillor Prior, Seconded Councillor Veliskou that Council determines:

1. In accordance with Section 91(7) and (9) of the Local Government Act 1999 the Council orders that this report, any attachment to this report and the minutes arising from this report having been considered in confidence under Section 90(2) and (3)(a) of the Act, except when required to effect or comply with Council's resolution(s) regarding this matter, be kept confidential and not available for public inspection for a period of 12 months from the date of this meeting. This confidentiality order will be reviewed at the General Council meeting in December 2018.

Carried Unanimously

6.57pm the meeting came out of confidence

6.57pm CONFIDENTIAL - Tonsley Water Agreement
Report Reference: GC180724F03

Moved Councillor Crossland, Seconded Councillor Hutchinson that Council:

1. Pursuant to Section 90(2) and (3)(d) of the *Local Government Act 1999*, the Council orders that all persons present, with the exception of the following persons: Kate McKenzie, Manager Corporate Governance; Vincent Mifsud, General Manager Corporate Services; Abby Dickson, Acting CEO; Tony Lines, Manager City Services, Jaimie Thwaites, Unit Manager Governance and Records; Glynn Ricketts, Water Resource Coordinator, and Mathew Allen, Manager Engineering and Field Services be excluded from the meeting as the Council receives and considers information relating to the Tonsley Water Agreement, upon the basis that it is satisfied that the requirement for the meeting to be conducted in a place open to the public has been outweighed by the need to keep consideration of the matter confidential on the grounds that the report contains information of a commercial nature and would on balance, be contrary to the public interest.

Carried Unanimously

6.58pm the meeting went into confidence

7.05pm Councillor Hull entered the meeting

7.18pm Councillor Crossland left the meeting

7.20pm Councillor Crossland re-entered the meeting

Moved Councillor Pfeiffer, Seconded Councillor Crossland that Council:

1. In accordance with Section 91(7) and (9) of the Local Government Act 1999 the Council orders that the report, *Confidential - Tonsley Water Agreement*, the appendix to the report and the minutes having been considered in confidence under Section 90(2) and (3)(d) of the Act, except when required to effect or comply with Council's resolution(s) regarding this matter, be kept confidential and not available for public inspection for a period of 12 months from the date of this meeting. This confidentiality order will be reviewed at the General Council Meeting in December 2018.

Carried Unanimously

7.57pm the meeting came out of confidence

4. CORPORATE REPORTS FOR DECISION

7.57pm Tonsley Water Agreement
Report Reference: GC180724R02

Moved Councillor Pfeiffer, Seconded Councillor Crossland that:

1. The item be deferred until the 14 August 2018 General Council meeting.
2. A legal review of the proposed Agreement be brought back to the 14 August 2018 General Council meeting.

Carried Unanimously

8.02pm Youth Development Grants
Report Reference: GC240718R03

Councillor Byram declared a perceived conflict of interest in the item as one of the organisations applying for a grant as asked her to be their Patron. As she was asked in her capacity as an Elected Member Councillor Byram remained for the item.

Councillor Veliskou declared a perceived conflict of interest in the item as he knows the True North applicant. As he did not stand to financially gain from the decision Councillor Veliskou remained for the item.

Moved Councillor Westwood, Seconded Councillor Veliskou that Council:

1. Approves the Youth Development Grant applications, totalling \$120,000 as outlined in Appendix 1.

Adjournment:

Moved Councillor Crossland, Seconded Councillor Appleby that:

1. The item be deferred until August 2018 General Council meeting.

Carried

8.10pm Councillor Pfeiffer left the meeting

8.09pm Landlord Consent for Marion RSL to Install Playground - Motion to Amend
Report Reference
GC180724R04

Moved Councillor Hutchinson, Seconded Councillor Telfer that Council:

1. Amends Point 2 of the resolution of 25 July 2017 in relation to the item 'Landlord Consent for Marion RSL to Install Playground' (GC250717M03) that states:

That Administration in developing a new lease with the Marion RSL include the following requirements:

- That the Marion RSL undertake regular formal maintenance inspections including a weekly routine inspection, quarterly operational inspection and annual level 3 inspection as per Australian Standards.
- Council has the right to inspect the equipment at any time with actions arising being the responsibility of the RSL to carry out.
- Council reserves the right to conduct formal audits of the equipment as necessary.
- Council reserves the right to remove the equipment should it not be maintained in a safe condition that meets Australian standards.
- Marion RSL have a by-law ensuring that all children on the premises are appropriately supervised by a responsible adult.

to the following new resolution:

That Administration in developing a new lease with the Marion RSL notes that Council will be responsible for the maintenance and replacement of the playground equipment.

Carried Unanimously

8.10pm RSL Marion Sub Branch Lease
Report Reference: GC180724R05

8.11pm Councillor Pfeiffer re-entered the meeting

Moved Councillor Telfer, Seconded Councillor Hutchinson that Council:

1. Endorses entering into a 21 year lease with the Marion RSL according to the terms and conditions outlined in this report with the following amendments:
 - Council will be responsible for the maintenance and replacement of the playground equipment

and subject to the outcomes of community consultation.

2. Authorises the Manager City Property to finalise negotiations with the Marion RSL.
3. Notes should any submissions received during the consultation period request significant changes a further report will be brought back to Council for consideration.

Carried

8.20pm Sixth Avenue Re-naming
Report Reference: GC180724R06

Moved Councillor Hull, Seconded Councillor Telfer that Council:

1. Acknowledges the community support for re-naming Sixth Avenue Reserve, Ascot Park, to the Joan Herraman Reserve in recognition of her long-term service to the community.
2. Changes the name of Sixth Avenue Reserve, Ascot Park, to Joan Herraman Reserve.
3. Undertakes all necessary steps under Section 219 of the Local Government Act to implement the name change.

Carried Unanimously

8.22pm Community Emergency Management Plan

Report Reference: GC180424R07

Councillor Crossland declared a perceived conflict of interest as his employer is referred to in the report. Councillor Crossland remained for the item.

Moved Councillor Hull, Seconded Councillor Byram that Council:

1. Endorse the draft Community Emergency Management Plan.

Carried
(Councillor Crossland voted in favour)

8.30pm Local Government Association Annual General Meeting 2018

Report Reference: GC180724R08

Moved Councillor Veliskou, Seconded Councillor Telfer that:

1. Council notes the report "Local Government Association Annual General Meeting 2018"
2. The nominated Council Voting Delegate for this meeting is Mayor Hanna and that the Proxy Delegate for this meeting is Deputy Mayor Byram.
3. Council submits the following Notices of Motion to the Local Government Association by Friday 14 September 2018 for consideration at the 2018 Local Government Association Annual General Meeting:
 1. *LGA to take the lead on managing industrial relations and negotiate 1 statewide agreement with Indoor staff ie ASU & 1 statewide agreement with outdoor staff ie AWU.*
4. On submitting Notices of Motion to the Local Government Association, the Chief Executive Officer be authorised to amend the wording (without changing the meaning or purpose of the motion) if required.

Carried

8.36pm Local Government Finance Authority - Annual General Meeting 2018

Report Reference: GC180724R09

Moved Councillor Veliskou, Seconded Councillor Telfer that Council:

1. Notes the report "*Local Government Finance Authority - Annual General Meeting 2018*".
2. Appoints Mayor Hanna as the Council Representative to attend the Local Government Finance Authority Annual General Meeting to be held on 26 October 2018.
3. Nominates Mr Tony Lines to the Local Government Finance Authority for membership on the Local Government Finance Authority Board.

Carried Unanimously

8.41pm Councillor Prior left the meeting

8.41pm Local Government (Boundary Adjustment) Amendment Act 2017 (SA) supporting Guidelines

Report Reference: GC180724R10

Moved Councillor Hutchinson, Seconded Councillor Byram that Council:

1. Notes this report.
2. Submits Appendix 1 to the Local Government Grants Commission by the 3 August 2018.
3. Advises the Local Government Grants Commission by the 3 August 2018, that the City of Marion will submit a proposal for boundary reform to the Grants Commission in accordance with the new legislative provisions.

8.44pm Councillor Prior re-entered the meeting

Carried Unanimously

8.46pm Minutes and Recommendations from LGA Special General Meeting

Report Reference: GC180724R11

Moved Councillor Westwood, Seconded Councillor Telfer that Council:

1. Notes this report and the minutes of the Local Government Association Special General Meeting held on 13 July 2018.
2. Notes that a separate report will be brought to Council for consideration of any recommendations and / or actions from the Local Government Association Special General Meeting.

Carried Unanimously

8.48pm Rate Capping - Introduction of the Local Government (Rate Oversight) Amendment Bill 2018

Report Reference: GC180724R12

Moved Councillor Hutchinson, Seconded Councillor Prior that Council:

1. Notes the report 'Introduction of the Local Government (Rate Oversight) Amendment Bill 2018'
2. Advises the Local Government Association by 3 Aug 2018 that it supports the Local Government (Rate Oversight) Amendment Bill 2018.

Amendment:

Moved Councillor Crossland, Seconded Councillor Hull that Council:

1. Notes the report 'Introduction of the Local Government (Rate Oversight) Amendment Bill 2018'
2. Advises the Local Government Association by 3 Aug 2018 that it supports the Local Government (Rate Oversight) Amendment Bill 2018, on the condition that the rate cap applies equally to all increases to SA State Government taxes, levies and charges.

The amendment was **Carried**
 The motion as amended was **Carried**

Mayor Hanna called for a division

The Vote was set aside

Those For: Councillors Pfeiffer, Telfer, Hutchinson, Prior, Hull, Appleby and Crossland

Those Against: Councillors Westwood, Byram and Veliskou

Carried

5. CORPORATE REPORTS FOR INFORMATION / NOTING

9.12pm Questions Taken on Notice Register

Report Reference: GC180724R13

Item noted.

9.12pm Work Health & Safety - June 2018 Report

Report Reference: GC180724R14

Moved Councillor Telfer, Seconded Councillor Prior that Council:

1. Notes the report and statistical data contained therein.

Carried Unanimously

6. WORKSHOP / PRESENTATION ITEMS

Nil

7. MATTERS RAISED BY MEMBERS

Motions with Notice

9.13pm Change of Policy - Meeting Procedures

Report Reference: GC180724M01

Motion was not accepted

9.16pm Network of Designated Dog Parks Throughout the Greater Southern/Western Metropolitan Area

Report Reference: GC180724M02

Moved Councillor Veliskou, Seconded Councillor Pfeiffer that Council:

1. Collaborate with neighbouring councils to plan and develop a network of Designated Dog Parks and fenced dog exercise areas throughout the greater southern/western metropolitan area.

Carried

9.19pm Higher Density Dwelling Impacts on Adjacent Infrastructure and Local Parking Management

Report Reference: GC180724M03

Moved Councillor Veliskou, Seconded Councillor Westwood that:

1. Council be provided a report on the types of instances where higher density dwelling have required council to change adjacent infrastructure and local parking management.
2. This report identify the way council can recoup the associated costs and in cases where this cannot be recovered, what rules/laws would need to change to allow the costs to be recovered.

Amendment:

Moved Councillor Appleby, Seconded Councillor Hutchinson that:

1. Council be provided a report on the types of instances where higher density dwellings have required council to change adjacent infrastructure and local parking management.

The amendment was **Lost**
 The original motion was **Carried**

Questions with Notice

Community Gardens

Report Reference: GC180724Q01

Question:

1. Please list the community gardens in the Marion Council area, whether or not there is direct and current Council staff involvement.
2. How can these opportunities for community participation be best marketed within existing resources?

Supporting Information:

Nil

Response Received From:

Liz Byrne - Manager Community & Cultural Services

Staff Comments:

There are a number of community gardens within the City of Marion however only a few have Council staff involvement and the level of involvement is often reflective of the maturity of the community garden itself.

- Marino Community Garden - occasional staff input
- Trott Park Community Garden - run by an incorporated group on land at the Trott Park Neighbourhood Centre

- Glandore Community Garden - run by volunteers at the Glandore Community Centre with direct staff coordination of plots and delivery of workshops and running of pizza oven activities.
- Clovelly Park Community Garden - initial staff involvement when garden was being established however now is run by an incorporated group with no staff input
- Morphettville - partnership project with Junction Australia however been recently advised that due to a change in staffing personnel at the Morphettville Racecourse that this project is no longer a priority.
- Oliphant Avenue - new garden in process of being established, community group working towards becoming incorporated. Significant level of staff input.

Other known community gardens within the City of Marion include:

- MarionLife
- St Elizabeth's of Hungary Anglican Church - recent conversations with staff because the group wish to extend their garden onto the verge area.
- Carer Support Glandore Centre
- Wagtail Urban Farm
- Ascot Park Primary School
- Darlington Childcare Centre
- Forbes Primary School
- Rajah House

With the exception of St Elizabeth's, the above have very little involvement from Council staff. Some of these gardens have received money from the Community Grants program in the past.

Community Wellbeing staff have recently been approached by one of the Community Garden groups seeking semi regular meetings with Council in order to progress their goals and aspirations for their garden. Further to this, staff wish to establish a *Community Garden Network* which would be open to all individuals involved in community gardens within the City of Marion. This network may meet 4-6 times a year, visit each other's gardens, and allow for exchanges of experience and their gardening journeys. Network gatherings may also include a gardening workshop such as 'how to prune', 'how to espalier', 'companion planting' etc and site visits to each others patch. Staff will be scoping this *Network* with a view to holding the first meeting by end of September 2018.

Community Gardeners occasionally ask staff to promote their activities (e.g. working bees) through our normal social media channels. There is scope to market further community participation at our Community Gardens using our existing communications channels such as City Limits, the What's Happening column in The Messenger, and social media.

Through our various environmental engagement activities we are aware that interest in community gardening is growing. Discussions about community gardens are often a focus of conversations between community members at our monthly Common Thread events, and we have, from time to time, promoted community gardens in our monthly Green Thymes e-newsletter.

16. OTHER BUSINESS

Nil

17. MEETING CLOSURE

Council shall conclude on or before 9.30pm unless there is a specific motion adopted at the meeting to continue beyond that time.

MEETING CLOSURE - Meeting Declared Closed at 9.30pm

CONFIRMED THIS 14 AUGUST 2018

.....
CHAIRPERSON

COMMUNICATIONS

ADJOURNED ITEMS

Tonsley Water Agreement

Originating Officer	Water Resources Coordinator - Glynn Ricketts
Corporate Manager	Manager Engineering and Field Services - Mathew Allen
General Manager	General Manager City Services - Tony Lines
Report Reference	GC180814R01

REPORT OBJECTIVE

The item 'Tonsley Water Agreement (attached as Appendix 1) was adjourned at the 24 July 2018 General Council meeting to enable Administration to:

- commission a 3rd party review of the proposed Water Agreement (Agreement),
- obtain the required environmental approvals from the Department of Environment and Water (DEW) and from Environmental Protection Agency (EPA).

These have been delivered and are presented below.

EXECUTIVE SUMMARY

This report provides the requested further information, to enable Council to make an informed decision on the supply of Oaklands water into the Tonsley Innovations Precinct. Enwave Tonsley Pty Ltd and Administration have been jointly developing a Water Agreement, which is now considered ready for execution.

In accordance with the *Local Government (Procedures at Meetings) Regulations*, the debate on an adjourned item will resume and continue at the point it was adjourned. *The motion for this item is yet to be Moved or Seconded*, therefore no members have spoken to the item yet.

RECOMMENDATION

That Council:

- 1. Notes the report.**
- 2. Delegates to the CEO approval to enter into an Agreement with Enwave to sell treated stormwater into the Tonsley Precinct and the proposed Flinders University Development.**
- 3. Notes that Administration has now obtained all necessary approvals from the DEW and EPA for the extraction and injection of treated stormwater, up to 700 ML/year.**

DISCUSSION

The opportunity to partner with a water retailer has previously been reported to Council (GC140317R, GC110417R08 and GC180724). A draft Agreement was presented to Council on 18 July 2018. Council

considered the draft Agreement and asked Administration to further understand the risk and opportunities that this proposed draft Agreement presented. Consequently, a detailed 3rd party commercial and legal assessment has now been undertaken.

ESCOSA Review

The draft Agreement presented at GC180724 was sent to ESCOSA for review. The email response from ESCOSA is attached (Appendix 2). ESCOSA has confirmed that "overall the agreement has met the requirements of the Water Retail Code". ESCOSA did suggest two minor amendments for the draft Agreement. One related to notification of out of specification water. This suggestion has not been incorporated into the draft Agreement as Council makes no guarantee on water quality and hence does not propose to monitor delivered water quality for the benefit of Enwave. Enwave will instead monitor received water quality and treat accordingly, at their own expense and risk. The second minor comment related to Council providing reasonable notice period to Enwave under section 8 of the draft Agreement. This relates to access to infrastructure or to do anything necessary to comply with the Agreement or legislation. The Agreement was subsequently amended to incorporate this suggestion.

Legal Review

The draft Agreement was also sent to Council's Lawyers, Norman Waterhouse. Legal officers Mabel Tam and Rebecca McAulay subsequently reviewed the Agreement and provided Council with a report on the key risks and opportunities within the draft Agreement. This report is attached (Appendix 3).

Table 1 below summarises the legal review and Council's and Enwave's response. The draft Agreement has subsequently been updated. (Appendix 4, with tracked changes)

Table 1. 3rd Party Legal Review Recommendations and Responses

	Response
1.1 Limited Control on customers of Enwave	This is covered by the Agreement between Enwave and Renewal SA and more specifically between Enwave and their customers, ESOSCA will regulate consumer protection. Council is not concerned with how the water is used. A schematic of the proposed supply chain has been provided to Council. No change required.
1.2 Reasonable and best Endeavours	There is only one instance of 'Best Endeavours', used in relation to Force Majeure, which should remain.
1.3 Reasonable control of Council	Council understands that what will be deemed "reasonable control" will be decided on the facts of any given situation. No change required.
1.4 Fettering of Council decisions	Agreed, change made to clause 3.7.
1.5 Fees at end of term	Agreed, change made to clause 4.5.
1.6 Adjustments	Agreed, amended to reflect Council to correct the errors within 28 days of notification.
1.7 Variations requiring a deed of variation	Agreed, clause 6.3 amended to be "in accordance with 15.4".
1.8 Exceeding the total volume	Agreed, Clause 6.4 amended to include a possible pricing review for volumes over the Total Volume.

1.9 Clarity of Enwave commitment to infrastructure	The Council infrastructure that needs augmentation from Enwave is clearly defined and set out in the Agreement. No change required.
1.10 Reasonable opinion of Council	Accepted “reasonable opinion” will be decided on the facts of any given situation. No change required.
1.11 Provision of records and charts on measurement	Agreed, clause 8.6.2 amended to have notification within 14 days.
1.12 Priority supply to Enwave as a 3	Council will service internal demand first then Enwave. No change required.
1.13 Mediation limitations	Standard ESCOA clause. No change required.
1.14 Confidentiality	New clauses added as 15.5.
1.15 First right of refusal	Added a new clause (15.6) in addition to first right of refusal to allow novating the Agreement to any future asset owner if Council decides to divest its asset. Clause 1.15 amended to comply with LG Act
1.16 Insurance	Agreed, changed to \$20 million and added “the Customer must not unreasonably reject the request.”
1.17 Notification of force majeure	Added wording “as soon as practicable of being made aware”
1.18 All that is reasonably necessary	Council understands what will be deemed “reasonably necessary” will be decided on the facts of any given situation. No change required.
1.19 Company Execution clause	Agreement amended as suggested.
1.20 Amendment to supply rates	Annexure A amended to make clear that Supply Rates are part of input costs, and wording added “and at least every 5 years”.
1.21 Billing Period	Agreement amended as suggested,
1.22 Volumes of supply	No change needed.
1.23 Mains water back up	Noted, Enwave will need to have alternative options as it will have obligations to supply its own end customers. It is a risk management issue for Enwave and do not see the relevance of this in this supply Agreement. No change required.
1.24 Approvals	No change required. It is up to Council to ensure that it has the requisite licences etc. to enable the supply.
1.25 Easements	Noted outside the scope of the agreement. No change required.
2 Preparation of draft Agreement	No change required.
3 Procurement considerations	Probity was covered off by State Procurement Board and Cabinet. No change required.

Licences

Environmental permits and licences are required to operate an ASR scheme. Council currently holds all required permits and consents to inject and extract the volume required to service our own internal demand, plus some minor 3rd party sales (a Section 128 approval to extract 172 ML per annum). The current and future operating philosophy, which is detailed in the supply draft Agreement with Enwave, is to service our own internal demand first. Enwave would then be a priority third party customer.

In order to increase our licenced capacity to service the maximum proposed harvesting, injection and extraction volumes, licence and permit variations have been applied for. To support the increase, quantitative modelling and environmental risk assessment have been submitted to both the DEW and the EPA. Both regulators have technically assessed the applications and have now consulted with the public. The EPA issued the Works Permit for injection on 18 July 2018 (Appendix 5). DEW support the proposed increase in volumes and has now issued a draft licence (Appendix 6). The original is now 'on the Minister's desk' for signing. The new licences enable us to extract 700 ML per annum, irrespective of injected volumes, further reducing supply risks.

Council already holds a minor retail water licence, issued by ESCOSA to enable the sale of water to Enwave. This licence does not need any variation.

CONCLUSION

The supply of treated water into Tonsley will showcase innovation to our community, promote the benefits of recycled water supply, generate a low risk revenue stream, and help enable beneficial environmental, social and recreational outcomes for a significant State development.

Negotiations on the supply of alternative water to the Tonsley site have focussed on environmental risks of supply, prioritising internal demand and the long term incremental economic assessment. Independent reviews of the draft Agreement have been now conducted by the Regulator and Council's Lawyers. Consequently the draft Agreement is presented for endorsement.

Attachment

#	Attachment	Type
1	GC 140814 Appendix 1 GC180724 - Tonsley Water Agreement	PDF File
2	GC 140818 Appendix 2 ESCOSA Review (1)	PDF File
3	GC 140814 Appendix 3 Normam Waterhouse Review	PDF File
4	GC140818 Appendix 4 Draft Water Agreement tracked changes 090818	PDF File
5	GC 140818 Appendix 5 Works Approval	PDF File
6	GC140818 Appendix 6 DEW S128 Allocation	PDF File

Tonsley Water Agreement

Originating Officer	Water Resources Coordinator - Glynn Ricketts
Corporate Manager	Manager Engineering and Field Services - Mathew Allen
General Manager	General Manager City Services - Tony Lines
Report Reference	GC180724R02

REPORT OBJECTIVE

The purpose of this report is to consider entering into a formal arrangement with Enwave Tonsley Pty Ltd (Enwave) for the bulk supply of treated stormwater from Oaklands Wetland Aquifer Storage and Recharge (ASR) scheme.

RECOMMENDATION

That Council:

1. Notes the report.
2. Notes that Administration is currently pursuing a Department of Environment and Water (DEW) extraction licence upgrade to 700 ML/year, and that not obtaining this or only securing a lower extraction licence is a risk to Enwave and not Council.
3. Delegates to the CEO approval to enter into an Agreement with Enwave to sell treated stormwater into the Tonsley Precinct and the proposed Flinders University Development.

DISCUSSION

The design intent of Oaklands was to provide an opportunity to supply water to 3rd parties (GC270411R05). Both the State and Federal Governments provided funding and a land donation with the knowledge that the site was designed and built to be capable of supplying water to the Tonsley Development and the future development of the Flinders University Site (Section 48 Report, April 2014).

The opportunity to partner with a water retailer has previously been reported to Council (GC140317R and GC110417R08) and has now been through a detailed assessment to understand risk and opportunities.

A Water Supply Agreement has been drafted based on the standard template provided by the Essential Services Commission of South Australia (ESCOSA). A copy of the Agreement is attached in Appendix 1.

The Tonsley Development and State Government Contract

In 2012, Cabinet approved the Tonsley project as a public sector initiative to transform the 61-hectare former Mitsubishi Motors manufacturing site into a mixed-use employment, education and residential community. The project is supporting the transformation of South Australia's manufacturing industry by providing a high quality, people-focussed and knowledge-driven environment.

To meet the approved project objectives for a climate-smart precinct, in September 2016 Renewal SA released an Expression of Interest (EOI) for a renewable energy solution for Tonsley.

From the EOI and a rigorous assessment process, Enwave was selected by Renewal SA as the preferred proponent to deliver a District Energy Scheme (DES) incorporating on-site renewable power generation, battery storage, smart technologies and alternative water supply.

Enwave Tonsley Pty Ltd is a wholly owned subsidiary of Enwave Australia Pty Ltd (formerly known as Brookfield Utilities (Australia) Pty Ltd). Enwave Australia is 100% owned by Brookfield Infrastructure Partners L.P. (listed on the New York and Toronto stock exchanges with a market capitalisation of approximately US \$17.7 billion), and has had a long and successful history of owning and operating utility infrastructure assets across the Asia-Pacific region.

Enwave has proposed to build, own and operate a DES and alternative water supply and will draw upon its demonstrated experience in owning and operating similar energy utility services at Sydney Central Park, Sydney Airport as well as numerous international projects. Enwave will deliver a sustainable and integrated solution with the objective of delivering best practice community energy and recycled water infrastructure as Tonsley grows.

Enwave will invest capital of approximately \$40 million (including a capital payment of \$1 million to Council) over the 50-year period for required battery storage, photovoltaics, smart technologies, future MAB electrical assets, as well as a potential further investment towards future thermal hubs (thermal energy supply network). As a separate proposition, Enwave has also expressed the desire to install a \$60 million gas fired peaking Energy plant at Tonsley.

The Minister for Transport, Infrastructure and Local Government signed the Agreement with Enwave on 21 May 2018 (Appendix 2). Consequently Enwave is now seeking to sign all required supply agreements, including the Water Supply Agreement with Council. The Council/Enwave agreement confirms both the supply rate and the capital payments from Enwave to Council, to install two additional Aquifer Storage and Extraction wells at Oaklands Wetlands.

Project Details

Council's distribution network is already connected to the recycled water distribution pipes in Tonsley. Enwave now owns the recycled water, gas and electricity networks within Tonsley. The Water Supply Agreement would be for Enwave to purchase bulk water from Council's Water Supply Business. Storage and additional treatment is required within the Tonsley precinct to improve water supply and quality. Additional treatment includes chlorine dosing, ultra-filtration and possibly reverse osmosis. Enwave has committed to fund new capital infrastructure for Tonsley as well as Council's infrastructure upgrade at Oaklands Wetland. A project schematic is included in Appendix 3.

Cabinet approval was required for this project. Concerns over a single provider and probity were addressed by Renewal SA. Residents and businesses within the Tonsley Precinct will still have service-provider-of-choice provision for gas and power and can still buy water from SA Water if they so choose. In addition any utility charges need to be at or lower than competition's consumption rates.

Supply and Demand Capability

Stormwater is pumped from the Sturt River for wetland treatment and aquifer storage. The Sturt River is considered a high security supply. Even in an extreme dry winter, the flows are significant. Analysis of flows from a now removed (2009) gauging station in the River, near Sturt Road, showed that for 60% of the time over 4 ML per day flowed past the measuring device. Between the years 1994 and 2009, total average yearly flows exceeded 7000 ML. This period includes the Millennium drought. In addition this analysis is considered very conservative as there is significant stormwater contribution from pipes and drains that run into the Sturt River downstream of where the gauging station was located and upstream of the wetland off-take structure. This includes 2 x 1500 mm box culverts that yield significant volumes from a sub catchment in Mitcham. Therefore, less than 10% of the Sturt River's winter flow is required to service the expected water demand profile.

Two new ASR wells are required to provide operational flexibility and all year round supply capacity. The exact timing of the system augmentation is to be determined (anticipated 2019 and 2023 respectively for

each new well). Enwave has agreed to fund the cost of the two wells (two \$500,000 payments, escalated by CPI) and this commitment is captured within the Agreement.

Environmental permits and licences are required to operate an ASR scheme. Council currently holds all required permits and consents to inject and extract the volume required to service our own internal demand, plus some minor 3rd party sales (we have a Section 128 approval to extract 172 ML per annum). The current and future operating philosophy, which is detailed in the supply agreement with Enwave, is to service our own internal demand first. Enwave would then be a priority third party customer.

In order to increase our licenced capacity to service the maximum proposed harvesting, injection and extraction volumes (700 ML per annum), licence and permit variations have been applied for. To support the increase, quantitative modelling and environmental risk assessment have been submitted to both the Department of Environment and Water (DEW) and the Environmental Protection Agency (EPA). Both Regulators have technically assessed the applications and have now consulted with the public. The EPA issued the Works Permit for injection on 18 July. It is anticipated that the extraction licence will be issued shortly, as DEW support the proposed increase in volumes. The new licences would enable us to extract 700 ML per annum, irrespective of injected volumes, further reducing supply risks. Enwave own this risk in the unlikely event that Council is unable to secure the required remaining permit.

Council already holds a minor retail water licence, issued by ESCOSA to enable the sale of water to Enwave. This licence does not need any variation.

The Water Supply Agreement clearly states that Council does not guarantee volumes or water quality. To this end, Enwave will maintain a mains water back-up system in the event of drought, power failures or electrical/mechanical failures and reserves the right to take any water quality. Council will use best endeavours to recommence supply as soon as possible in the event of a breakdown. A balancing storage tank will provide at least 8 hours storage to reduce supply risks.

Financial Analysis

The Water Supply Agreement includes a three tier supply rate structure. Initial volumes will be bought at a higher rate, while higher volumes will be bought at a lower rate, reflecting economies of scale.

During discussions with Enwave the focus was on ensuring our rate payers are not cross subsidising a third party supply. Hence a detailed, 30 year timeline financial model, capturing costs and revenue has been developed. ESCOSA will audit the pricing model.

With no initial upfront or ongoing capital costs to be met by Council, the projected net revenue generated confirms water sales are not subsidised by the ratepayer.

Benefits of Supply

The benefits of supplying treated stormwater are well documented. Fit for purpose water quality is always preferred for public irrigation, toilets, heating and cooling compared to very high quality drinking water. The supply of Oaklands Water into the Tonsley site is one of the criteria for the 6 Star Green Star award.

Current Oaklands Water volumes are well below design intent and operational capacity. In order to maximise the Federal, State and Council investment additional supply volumes are required.

Another exciting opportunity emerging from within Tonsley is the proposed Hydrogen Fuel Plant. This provides Council with a possible unique, closed loop water cycle. Stormwater is discharged from Tonsley, this drains into the Sturt River, where some of it is pumped into the wetlands for treatment. Treated water is then pumped back to Tonsley where some is to be used to create Hydrogen fuel, enabling Council to use this energy source to power its possible future fleet of cars and trucks.

Project Risks

A detailed project risk assessment has been produced (Appendix 5). The risk profile to Council is considered very low due to three main reasons;

- Water Quality supply risk is very low as we are only providing water classified as "Treated Stormwater". Further water quality improvements are the responsibility of Enwave.
- Ability to service water demand is considered, after mitigation, a low risk. Volumes are not guaranteed. Back up mains supply is to be installed. Council's obligation is to use "reasonable endeavours" in the event of a drought, power or mechanical failure.
- Capital funding to install the required 2 new ASR wells is to be provided by Enwave. This provides additional supply risk mitigation, not funded from general reserves.

Timing and Next Steps

In order to complete all due diligence, Enwave require all energy and water agreements to be signed before they can commit any capital contributions to the project. This allows for the investment in the site's infrastructure to commence. Staff from Council, Enwave and Renewal SA are attending regular workshops and meetings with DEW, the EPA, Office of the Technical Regulator, Department of Health and ESCOSA. Multiple Agency meetings are also planned with customers including Flinders University (on campus and within Tonsley), TAFE, Australian Gas Network and PEET (the residential developer).

It is anticipated that additional treatment capacity and the required extra distribution network pipes will be in place by mid-2019, although supply of water for irrigation of the public realm is due to start this coming summer.

CONCLUSION

The supply of treated water into Tonsley will showcase innovation to our community, promote the benefits of recycled water supply, generate a low risk revenue stream, and help enable beneficial environmental, social and recreational outcomes for a significant State development.

Negotiations on the supply of alternative water to the Tonsley site have focussed on environmental risks of supply, prioritising internal demand and the long term incremental economic assessment.

Attachment

#	Attachment	Type
1	Appendix 1 Stormwater Contracts - blank Annexure A - Final	PDF File
2	Appendix 2 - City of Marion Letter - Tonsley District Energy Scheme	PDF File
3	Appendix 3 - Schematic	PDF File
4	Appendix 4 Estimated Demand Profile	PDF File
5	Appendix 5 - Risk Profile	PDF File

DATE**PARTIES**

CITY OF MARION ABN 37 372 162 294 of PO Box 21, Oaklands Park SA 5046 (**Council**)

ENWAVE TONSLEY PTY LTD ACN 623 288 175 of Level 22, 135 King Street, Sydney 2000 (**Customer**)

BACKGROUND

- A. Council owns and operates the Oaklands Aquifer Storage and Recharge (ASR) Scheme and Oaklands Wetlands and a distribution network.
- B. The distribution system conveys Treated Stormwater to the Connection Point (as detailed in Annexure D).
- C. Council has agreed to allow the Customer to draw the Treated Stormwater from the Connection Point for use by the Customer on a commercial basis.
- D. The Customer acknowledges that it must use the Treated Stormwater on the terms and conditions of this Agreement.

The parties agree as follows:

1. DEFINITIONS

In this Agreement, unless the contrary intention appears, the following words have the following meaning:

- 1.1 **Authorised Use** means the use of Treated Stormwater by the Customer to enable provision of recycled water services to the customers at Tonsley and neighbouring sites.
- 1.2 **Billing Period** means the 12 month period from 1 July to 30 June each year and comprising four quarterly invoicing dates as detailed in Annexure B, provided that:
 - 1.2.1 the first Billing Period will commence on the Commencement Date and end on the next 30 June; and
 - 1.2.2 the last Billing Period will commence on the 1 July preceding the end of the Term and end on the last day of the Term.
- 1.3 **Commencement Date** means the date of execution of this Agreement.
- 1.4 **Connection Point** means the outlet flange of the meter installed at the point at which the Pipeline System connects at or near the boundary of the Customer Premises as shown in Annexure D.
- 1.5 **Council** means the Water Business Unit of the City of Marion, or such other area or department of the City of Marion having responsibility from time to time for the commercial operation of the ASR Scheme and the supply of Treated Stormwater and, where the context permits, includes the employees, contractors or agents of Council.

- 1.6 **Customer Premises** means the recycled water plant owned by the Customer as detailed in Annexure D.
- 1.7 **EPA** means the Environment Protection Authority established under the *Environment Protection Act 1993*.
- 1.8 **Expiry Date** means the 50 years from Commencement Date.
- 1.9 **Fees** means the fees payable by the Customer to Council for the supply of Treated Stormwater under this Agreement, as calculated in accordance with clause 4.1.1.
- 1.10 **Force Majeure** means an event or circumstance:
- 1.10.1 which is beyond the reasonable control of a party, including (but not limited to) the following events or circumstances:
 - 1.10.1.1 acts of God;
 - 1.10.1.2 earthquakes, flood, storms, tempest, washaways, fire, explosions;
 - 1.10.1.3 breakages of, or accidents to machinery or equipment;
 - 1.10.1.4 nuclear accidents, acts of war, acts of public enemies;
 - 1.10.1.5 riots, civil commotions;
 - 1.10.1.6 strikes, lockouts, pickets, industrial boycotts, restraint of labour or other similar acts;
 - 1.10.1.7 shortages of specialist labour, equipment or materials; and
 - 1.10.2 which prevents that party from complying with any of its obligations under this Agreement; and
 - 1.10.3 which that party:
 - 1.10.3.1 did not cause;
 - 1.10.3.2 cannot control or influence; and
 - 1.10.3.3 could not have been prevented or avoided by the exercise of due diligence and through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.
- 1.11 **Guidelines** means the Australian Guidelines 23 for Water Recycling: Managing Health and Environmental Risks (Phase 2): Stormwater Harvesting and Reuse, as updated or replaced from time to time.
- 1.12 **Legislation** includes any Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority (including Council in its capacity as such).

- 1.13 **Minimum Standards** means those minimum health and environment risk standards recommended in the Guidelines for recycled water to be suitable for the Authorised Use.
- 1.14 **Pipeline System** means the pipeline infrastructure owned by Council, which is connected to the Customers Premises via a master valve.
- 1.15 **Renewal Term** means the period set out in Annexure E.
- 1.16 **Statutory Authority** means any government or semi-government authority and any authority created by or under Legislation (including Council in its capacity as such).
- 1.17 **Supply Rates** means, in relation to a Billing Period, the supply rates determined in accordance with clause 4.3 and Annexure A for that Billing Period.
- 1.18 **Term** means (as applicable):
- 1.18.1 the period commencing on the Commencement Date and expiring on either:
 - 1.18.1.1 the Expiry Date; or
 - 1.18.1.2 the expiry of the Renewal Term should the Customer exercise its right of renewal in accordance with clause 7 of this Agreement; or
 - 1.18.2 the period commencing on the Commencement Date and expiring on the date this Agreement is terminated pursuant to clause 12.
- 1.19 **Total Volume** is the maximum amount of Treated Stormwater the Customer is entitled to draw from Council's Treated Stormwater supply scheme in any Billing Period, being the volume detailed in Annexure C as at the Commencement Date and as determined by clause 6.1 or revised from time to time in accordance with this Agreement.
- 1.20 **Treated Stormwater** means the rainwater runoff that is harvested and treated by Council at its Oakland site and which is made available for supply via the Pipeline System to the Customer pursuant to this Agreement.
- 1.21 **Volumetric Usage** refers to the method by which Council measures the readings taken from Council's meter at the Connection Point and thereby calculates the amount of Treated Stormwater drawn by the Customer from the Connection Point over a period of time. The method of measurement is to comply with clause 8.6.1.

2. INTERPRETATION

- 2.1 In this Agreement, unless an alternative meaning is clearly intended:
- 2.1.1 a reference to this Agreement is a reference to this document and includes all annexures and schedules to this document;

- 2.1.2 a reference to an Annexure is a reference to an annexure to this Agreement;
- 2.1.3 a reference to a clause is a reference to a clause in this Agreement;
- 2.1.4 words beginning with capital letters are defined in clause 1;
- 2.1.5 a reference to Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it and all by-laws, regulations, rules, guidelines, codes or directions issued under it;
- 2.1.6 headings do not affect the interpretation of this Agreement;
- 2.1.7 if a provision of this Agreement would, but for this clause, be unenforceable:
 - 2.1.7.1 the provision must be read down to the extent necessary to avoid that result; and
 - 2.1.7.2 if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this Agreement;
- 2.1.8 a reference to any party in this Agreement includes that party's executors, administrators, successors and assigns.
- 2.2 The parties agree that the Background on page 1 of this Agreement is true and correct and forms part of this Agreement.
- 2.3 Where it is necessary under this Agreement to make a calculation by reference to part of a Billing Period or to a Billing Period which is less than 12 consecutive months, the part or the number of days in that Billing Period (as applicable) will be the portion that the number of whole days in the relevant period bears to 365 (or 366 in a leap year). For clarity, the Total Volume will be reduced pursuant to this clause 2.3 where a Billing Period is less than 12 consecutive months.

3. **SUPPLY OF TREATED STORMWATER**

The parties acknowledge and agree that Council:

- 3.1 will use all reasonable endeavours to supply Treated Stormwater to the Connection Point via the Pipeline System during the Term;
- 3.2 will, subject to the restrictions otherwise specified in this Agreement, permit the Customer to draw Treated Stormwater from the Connection Point during the Term;
- 3.3 warrants that the Treated Stormwater will satisfy the Minimum Standards for public restricted use irrigation quality water when drawn at the Connection Point. If the water quality is outside of the Minimum Standards ("out of spec water") due to factors beyond the reasonable control of Council, the Customer may still elect to take the water. If the Customer elects to take the out of spec water, then Council will not be held liable.

- 3.4 does not give any guarantees as to the quality of the Treated Stormwater once it passes the Connection Point;
- 3.5 will provide Treated Stormwater at the Connection Point as specified in Annexure C;
- 3.6 passes to the Customer unencumbered title to all Treated Stormwater upon it being drawn by the Customer at the Connection Point;
- 3.7 will provide the Customer the required permits to access the Customer's recycled water network under public roads and other Council-controlled areas; and
- 3.8 will not be responsible for, nor be at risk in respect of, all Treated Stormwater once it passes the Connection Point.

4. **FEES**

4.1 **Calculation of Fees**

- 4.1.1 Fees will be calculated by Council on a Volumetric Usage basis in accordance with the following formula:

$$\text{Fees} = \text{Supply Rates} \times \text{Volumetric Usage}.$$

- 4.1.2 Fees will be invoiced quarterly during the Term on each invoice date of the applicable Billing Period.

4.2 **Invoicing and Payment**

- 4.2.1 On each invoice date of a Billing Period, Council will furnish the Customer with an invoice for all amounts payable under this Agreement for the quarter to which that invoice relates, which invoice must include the following information:
 - 4.2.1.1 the total quantity of Treated Stormwater measured as being withdrawn at the Connection Point;
 - 4.2.1.2 the Fees payable;
 - 4.2.1.3 where the invoice is in respect of the last quarter of a Billing Period;
 - 4.2.1.4 the total amount due to Council for the quarter; and
 - 4.2.1.5 the basis of the calculation of the above quantities and amounts.
- 4.2.2 The Customer must pay all amounts invoiced in accordance with clause 4.2.1 within 30 days after the date of issue of the relevant invoice and in the manner set out in that invoice.

4.3 **Supply Rates**

- 4.3.1 The Supply Rates for a Billing Period will be the dollar rate per kL as outlined in Annexure A for water use charge for that Billing Period.

4.4 **Implications of Water Industry Act 2012**

- 4.4.1 The parties acknowledge and agree that as at the date of this Agreement the Water Industry Act 2012 (SA) (**Act**) has been enacted by Parliament and come into operation.
- 4.4.2 The Act may impose pricing restrictions and other conditions on the supply of Treated Stormwater by Council as a water industry entity.
- 4.4.3 If the Act applies to this Agreement then this Agreement will be read and interpreted subject to the provisions of the Act and to the extent to which there is any inconsistency with the provisions of the Act, those provisions will override the terms of this Agreement.

4.5 **Fees at the expiry of the Term**

The Customer acknowledges and agrees that in the event the Customer wishes to exercise its right of renewal in accordance with Clause 7 of this Agreement with Council for the supply of Treated Stormwater upon expiry of the Term, Council may re-set the Supply Rates to apply under such agreement, depending on Council's water pricing policy at the time and subject to the provisions of the Act.

4.6 **Adjustments**

In the event that an error is discovered in the amount shown in any invoice issued under clause 4.2 an adjustment to compensate for such error will be effected in the next invoice.

4.7 **Disputed Amounts**

In the event of a bona fide dispute arising as to the correct amount owing under any invoice issued under clause 4.2.1, the Customer must pay the amount not in dispute in accordance with clause 4.2.2 and, within 10 business days of becoming aware of grounds for a dispute, notify Council in writing of the amount disputed and the grounds for the dispute. Any amount in dispute, and subsequently agreed or determined to be payable by a party, will be due and payable by that party within 14 days after such agreement or determination.

5. **PIPELINE SYSTEM**

- 5.1 The parties acknowledge that Council has, prior to the Commencement Date, facilitated the construction of the Pipeline System and the Connection Point (or another point as agreed), at Council's cost.
- 5.2 Ownership of the Pipeline System up to and including the Connection Point is vested in Council.

6. **CUSTOMER'S RIGHTS AND OBLIGATIONS**

The Customer acknowledges and agrees that:

- 6.1 the Customer, six months prior to each Billing Period, will submit to Council a forecast of the Total Volume for the next thirty Billing Periods. The Customer is

- entitled to draw up to and including the Total Volume of Treated Stormwater during any Billing Period;
- 6.2 the Total Volume is allocated for a single Billing Period and there is no provision for the banking or rollover of water quantities into the next Billing Period;
 - 6.3 the Customer may request in writing a review of the Total Volume at any time during a Billing Period and Council may, at its absolute discretion, revise the Total Volume following such a request;
 - 6.4 Treated Stormwater consumed in addition to the Total Volume without the written approval of Council is unauthorised and restrictions in supply may be imposed by Council for the remainder of the relevant Billing Period;
 - 6.5 The Customer and Council will in collaboration assess the Council's Treated Stormwater system to determine when and if augmentation is required (modelling shows 1st augmentation in 2019 and then 2023) to meet the demands of the Customer. The Customer agrees to fund two separate augmentation works to meet the future demand of the Customer only. The Customer and Council will agree the future timing of each of the augmentation works. The Customer agrees to fund \$500,000 (in 2018 dollars, adjusted annually based on the movement of the Adelaide All Groups Consumer Price Index Annual CPI escalation) for each required augmentation works at Oakland Wetlands;
 - 6.6 the Customer will comply with all laws in force in South Australia in respect of the use of the Treated Stormwater, including but not limited to:
 - 6.6.1 complying with the conditions of any approval or consent given in respect of the use of the Pipeline System and the drawing of Treated Stormwater from the Connection Point; and
 - 6.6.2 any Legislation or requirement of any Statutory Authority dealing with the use of the Treated Stormwater by the Customer;
 - 6.7 without limiting any other provision of this Agreement, the Customer must ensure the following conditions are met:
 - 6.7.1 all above ground infrastructure on the Customer Premises is painted with the appropriate colour warning for the use of Treated Stormwater;
 - 6.7.2 identification signs are erected at entrances and at each corner of the Customer Premises painted in accordance with the relevant Guidelines and marked "Warning Treated Stormwater - Do Not Drink!";
 - 6.7.3 identification signs are erected near any holding tank, painted in accordance with the Guidelines and marked "Warning: Treated Stormwater: Do Not Drink: No Swimming!";
 - 6.7.4 hose fittings connected to the Treated Stormwater system are of a different colour to those on the potable water system so that the two are not interchangeable; and

- 6.8 it must not cause the creation of a cross connection with the potable water supply to the Customer Premises, and must ensure that no such cross connections are created through other plumbing activities; and
- 6.9 it must not use or allow the Treated Stormwater to be used for any of the following purposes:
 - 6.9.1 drinking, cooking or kitchen purposes;
 - 6.9.2 baths, showers or personal washing;
 - 6.9.3 clothes washing;
 - 6.9.4 swimming pools;
 - 6.9.5 washing, packaging or processing of food for sale or distribution; and
 - 6.9.6 pork production.

7. RENEWAL

7.1 Right of Renewal

- 7.1.1 If the Customer wishes to renew this Agreement, the Customer must serve a written notice on Council not less than six months before the Expiry Date stating its desire to renew this Agreement for the Renewal Term.
- 7.1.2 If such notice is given then Council will (subject to clause 7.2) be obliged to renew this Agreement for the Renewal Term on the same terms and conditions as are contained in this Agreement except for the exclusion of this clause 7 and as otherwise set out in this Agreement or required to accurately reflect any change in the customer entity.

7.2 No Renewal Entitlement

The Customer will not be entitled to a right of renewal pursuant to clause 7.1 if:

- 7.2.1 the Customer has been in persistent breach of this Agreement at any time before giving notice of the Customer's desire to exercise the right of renewal (**notice**);
- 7.2.2 the Customer is in breach of this Agreement at the time of giving the notice; or
- 7.2.3 the Customer is in breach of or commits any breach under this Agreement after giving the notice but before commencement of the Renewal Term.

7.3 Supply Rates

The Customer acknowledges and agrees that Council may re-set the Total Volume and the Supply Rates (as per Clause 4.5) applying for the Renewal Term in accordance with Council policy at the time by providing notice to that effect not less than 30 days prior to the commencement of the Renewal Term.

8. RIGHTS AND OBLIGATIONS OF COUNCIL

- 8.1 Council may enter the Customer Premises after giving the Customer reasonable notice (except in the case of emergency when no notice will be required):
- 8.1.1 for the purposes of meter reading, system maintenance and management, auditing of internal pipework and connections as may be required from time to time; and
 - 8.1.2 to do anything Council must or may do under this Agreement or must do under any Legislation or to satisfy the requirements of any Statutory Authority.

8.2 The Customer acknowledges and agrees that:

- 8.2.1 the Pipeline System has been created with the funding support of the Commonwealth and State Governments under various funding agreements with Council; and
- 8.2.2 personnel from the relevant funding bodies (**Authorised Persons**) may have need to access the Customer Premises and inspect the works undertaken by Council,

and the Customer will provide all such reasonable access and assistance requested by the Authorised Persons subject to:

- 8.2.3 the provision of reasonable prior notice by the Authorised Persons to the Customer (except where they believe there is an actual or apprehended breach of the law); and
- 8.2.4 compliance with the Customer's reasonable security procedures.

8.3 Council will work collaboratively with the Customer to monitor the Total Volume during each Billing Period and will use its reasonable endeavours to:

- 8.3.1 notify the Customer if Council considers the Customer's consumption of Treated Stormwater is likely to exceed the Total Volume; and
- 8.3.2 give due consideration to the Customer's requests for additional volumes of Treated Stormwater in excess of the Total Volume;

provided nothing in this clause relieves the Customer from its responsibility to monitor and manage its own consumption of Treated Stormwater through the Connection Point and/or its obligation to request additional volumes of Treated Stormwater if required.

8.4 Council may wholly or partially suspend, interrupt or reduce the supply of Treated Stormwater to the Connection Point:

- 8.4.1 if the Customer breaches any provision of this Agreement and such breach remains unremedied for a period exceeding 21 days from written notification of the breach by Council (or such other longer period as Council may grant to the Customer in its absolute discretion);

- 8.4.2 for repair or routine maintenance of the Pipeline System;
- 8.4.3 if Council is required to do so by any Statutory Authority (including the Department of Health and the EPA) that has authority to impose such a requirement on Council;
- 8.4.4 due to circumstances of unusual drought, or any event or cause beyond the reasonable control of Council which precludes Council from supplying the Treated Stormwater under this Agreement; or
- 8.4.5 if in Council's reasonable opinion, maintenance of that supply would:
 - 8.4.5.1 expose Council or any other Statutory Authority to any risk of loss or damage;
 - 8.4.5.2 place Council in breach of a law in force in South Australia; or
 - 8.4.5.3 give rise to material risk of harm, loss or injury to any person or property;

provided that Council:

- 8.4.6 will provide reasonable notice to the Customer (except in cases of emergency when no notice is required) of the proposed suspension, interruption or reduction in the supply of Treated Stormwater; and
- 8.4.7 will, so far as practicable, undertake any maintenance pursuant to this clause at a time least likely to cause inconvenience to the Customer.

8.5 If any of the circumstances in clause 8.4 arise:

- 8.5.1 Council is not under any obligation to provide the Customer with an alternative source of supply of Treated Stormwater and Council is not liable to the Customer for any losses or costs incurred by the Customer arising from any interruption to the supply of Treated Stormwater under this Agreement; and
- 8.5.2 the Customer may, during the period of suspension, interruption or reduction temporarily connect to an alternative source of supply of mains water to supply the Customer Premises, provided always that:
 - 8.5.2.1 the connection to the alternative source of supply of mains water is in accordance with the terms and conditions of each party's respective Safety Reliability Maintenance and Technical Management Plan; and
 - 8.5.2.2 the Customer must immediately revert to the use of Treated Stormwater under this Agreement if and when Council resumes supply of Treated Stormwater to the Customer.

8.6 Council will:

- 8.6.1 ensure that the meter installed at the Connection Point is operated and maintained in accordance with applicable laws, industry guidelines and practices; and
- 8.6.2 upon request, provide the Customer with all records and charts (or copies thereof) relating to the measurement of the Treated Stormwater at the Connection Point for inspection.

8.7 Council will prioritise its Treated Stormwater supply to the preference of its own internal demand first then the Customer over its other customers.

9. DISPUTE RESOLUTION

9.1 General

- 9.1.1 A party must not commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this Agreement unless it first attempts to resolve the dispute by negotiation and mediation under this clause.
- 9.1.2 A party claiming that a dispute has arisen under this Agreement must give written notice to the other party specifying the nature and details of the dispute.
- 9.1.3 On receipt of that notice by the other party, the parties must negotiate in good faith to resolve the dispute.
- 9.1.4 If the parties are unable to resolve the dispute within 10 business days, they must promptly refer the dispute to their respective Chief Executive Officers.
- 9.1.5 Those persons must meet to resolve the dispute and must be authorised to resolve the dispute.

9.2 Mediation

- 9.2.1 If those persons described in clause 9.1.4 are unable to resolve the dispute within 10 business days of referral, either party may refer the dispute for mediation under the mediation rules of the Law Society of South Australia Inc to:
 - 9.2.1.1 a mediator agreed by the parties; or
 - 9.2.1.2 if the parties are unable to agree a mediator within five business days, a mediator nominated by the President of the Law Society or the President's nominee.
- 9.2.2 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.
- 9.2.3 Any information or documents disclosed by a party under this clause:
 - 9.2.3.1 must be kept confidential; and

9.2.3.2 may not be used except to attempt to resolve the dispute.

9.2.4 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

9.3 Performance

If possible, each party must perform its obligations under this Agreement during negotiations and mediation proceedings.

10. LIABILITY LIMITATION AND INDEMNITIES

10.1 No Indirect Losses

Neither Council nor the Customer will be liable to the other for any loss of use, revenue or profit or for any special, indirect, incidental, consequential or exemplary damages of any kind, arising from any breach of an obligation under this Agreement, any negligence or duty owed by a party arising out of the respective obligations of the parties under this Agreement or any other cause of action arising out of this Agreement.

10.2 Indemnity

Subject to clause 10.1, the Customer (**Indemnifying Party**) must keep the other party indemnified from and against any costs, loss, expense or liability of any kind suffered or incurred by the other party in respect of any loss of life, personal injury or disability, loss or of damage to property or any other loss arising out of:

10.2.1 any negligence or wrongful act or omission by the Indemnifying Party in connection with or incidental to this Agreement;

10.2.2 any damage to any part of the other party's infrastructure (including, in the case of Council, the Pipeline System and the master valve) and land; or

10.2.3 any breach of this Agreement by the Customer,

except to the extent caused or contributed to by the other party's negligence or default.

11. GST

11.1 GST

11.1.1 In this clause:

11.1.1.1 **GST** means any tax on goods and/or services including any value added taxes, broad based consumption tax, or other similar tax introduced in Australia, including that tax imposed under GST Law;

11.1.1.2 **GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* and any other Act, Order, Ruling or Regulation which imposes or otherwise deals with the administration of imposition of GST in Australia; and

11.1.1.3 **Supply** and **Supplier** have the meanings given to them in GST Law.

11.1.2 Notwithstanding any other provision of this Agreement, if GST applies to any Supply made by either party under or in connection to this Agreement, the consideration (or payment) provided or to be provided for that Supply will, upon production by the Supplier of an appropriate tax invoice, be increased by an amount equal to the GST liability properly incurred by the party making Supply.

11.1.3 Each party warrants that at the time any Supply is made under this Agreement on which GST is imposed they are or will be registered under the GST Law. If the other party requests written evidence and registration, the first party will properly produce evidence satisfactory to the other party of such registration.

11.2 **Supply of Treated Stormwater**

11.2.1 It is the intention and understanding of the parties that the supply of Treated Stormwater under this Agreement will be GST-free under section 38-285(1) of the GST Law.

11.2.2 If Council determines that it is liable to pay GST on the supply of Treated Stormwater, the provisions of clause 11.1 shall apply.

12. **TERMINATION**

12.1 **Definitions**

For the purpose of this clause 12 an “**Event of Default**” occurs if:

- 12.1.1 either party breaches any of its obligations under this Agreement and/or their respective Safety Reliability Maintenance and Technical Management Plan; or
- 12.1.2 this Agreement becomes void or unenforceable as against a party in any material respect as a result of an act or omission by that party; or
- 12.1.3 any representation or warranty made or given by a party is proved to be false, misleading, deceptive, incomplete or inaccurate in any material respect when it is made.

12.2 **Default Notices**

If an Event of Default occurs, the non-defaulting party may, unless this Agreement expressly prevents it, give the defaulting party not less than 21 days’ notice in writing to make good the Event of Default (**Default Notice**).

12.3 **Termination for default**

If:

- 12.3.1 at the expiration of the period allowed in a Default Notice, the Event of Default has not been made good; or

12.3.2 the defaulting party commits repetitive Events of Default relating to the same or substantially the same breach (whether or not any Event of Default is rectified) so that its performance of its obligations under this Agreement is materially affected,

the defaulting party will be conclusively deemed to have committed a material breach of this Agreement and the non-defaulting party may then immediately terminate this Agreement by notice in writing to that effect.

12.4 **Sale of Pipeline System**

If Council wishes to sell the Pipeline System, it shall give the Customer the first right of refusal to purchase on reasonable market terms.

13. **INSURANCE**

13.1 During the Term:

13.1.1 the Customer must, at the Customer's expense, take out public liability insurance for a minimum of \$10 million; and

13.1.2 Council may request that the Customer increase the value of their Public Liability Cover at the following intervals:

13.1.2.1 At five yearly intervals from the Commencement date of this agreement,

13.1.2.2 from the date the Customer chooses to exercise its right of renewal under clause 7 of this agreement; and

13.1.2.3 five years from the date the Customer chooses to exercise its right of renewal under clause 7 of this agreement.

13.1.3 Should Council request that the Customer increase the value of the Public Liability cover, the Customer must give the Council's request reasonable consideration.

13.2 The Customer must:

13.2.1 ensure that the policy provides for the payment of the insured amount for any one event and not for the aggregate of claims under the policy;

13.2.2 on demand deliver to Council a copy of the policy of such insurance; and

13.2.3 on demand produce to the Council a copy of the certificate of currency of such insurance.

13.3 The Customer must not do anything which may cause the insurance policy to become ineffective.

13.4 If the Customer does not take out and maintain insurance in accordance with this clause, Council may (but is not obliged to) pay the premium for that insurance. The Customer must, on demand, reimburse Council for the premium payable on that insurance.

14. **FORCE MAJEURE**

14.1 **Effect**

The obligations of a party directly affected by Force Majeure and any corresponding entitlement of any other party will be suspended to the extent and for so long as the performance of the affected party's obligations are prevented or delayed by Force Majeure.

14.2 **Notification**

The affected party must notify the other party if Force Majeure is preventing it from complying with any of its obligations as soon as it becomes aware of Force Majeure.

14.3 **Obligation to Recommence Performance**

The affected party must:

- 14.3.1 use its best endeavours to work around or overcome the effect of Force Majeure;
- 14.3.2 keep the other party informed of the continuation and expected duration of Force Majeure and of measures taken to comply with this clause; and
- 14.3.3 recommence performance of its obligations as soon as possible without delay after Force Majeure has ceased to exist.

15. **MISCELLANEOUS**

15.1 **Governing Law**

This Agreement is governed by the law of South Australia.

15.2 **Further Assurances**

Each party must, at its own expense, do all that is reasonably necessary to give effect to this Agreement.

15.3 **Counterparts**

This Agreement may be executed in counterparts, each of which will be treated as an original, but which will constitute one and the same instrument.

15.4 **Amendments**

No amendment of, nor addition to, this Agreement is binding unless it is in writing and executed by the parties to this Agreement.

SIGNED as an agreement

Signed for **CITY OF MARION** by its
authorised delegate in the presence of:

.....
Signature of witness

.....
Signature of authorised delegate

.....
Name of witness (print)

.....
Name of authorised delegate (print)

.....
Position of authorised delegate

Signed for **ENWAVE TONSLEY PTY
LTD** by its authorised representative:

.....
Signature of Duly Authorised Officer

.....
Name of Duly Authorised Officer

Annexure A Supply Rates

Fees will be calculated using the tiered pricing structure outlined in the table below on the (annual) Billing Period Volumetric Usage

Annual Volume of water purchased by Enwave	First 60 ML	Above 60 ML and up to 120 ML	Above 120 ML and up to 180 ML	Above 180 ML
Supply Rates \$/kL				
Council prices shown in 2018 dollars Council Price will be adjusted annually based on the movement of the Adelaide All Groups Consumer Price Index Annual CPI escalation				

ML = mega litres (one million litres of water)

kL = kilo litres (one thousand litres of water)

The above pricing structure will be reviewed periodically in line with reviews under the ESCOSA process or other relevant SA government water policy initiatives. Should higher input costs for supply or higher sell price be allowed, then the Customer will enter good faith negotiations with the Council with a view to amend the Supply Rates.

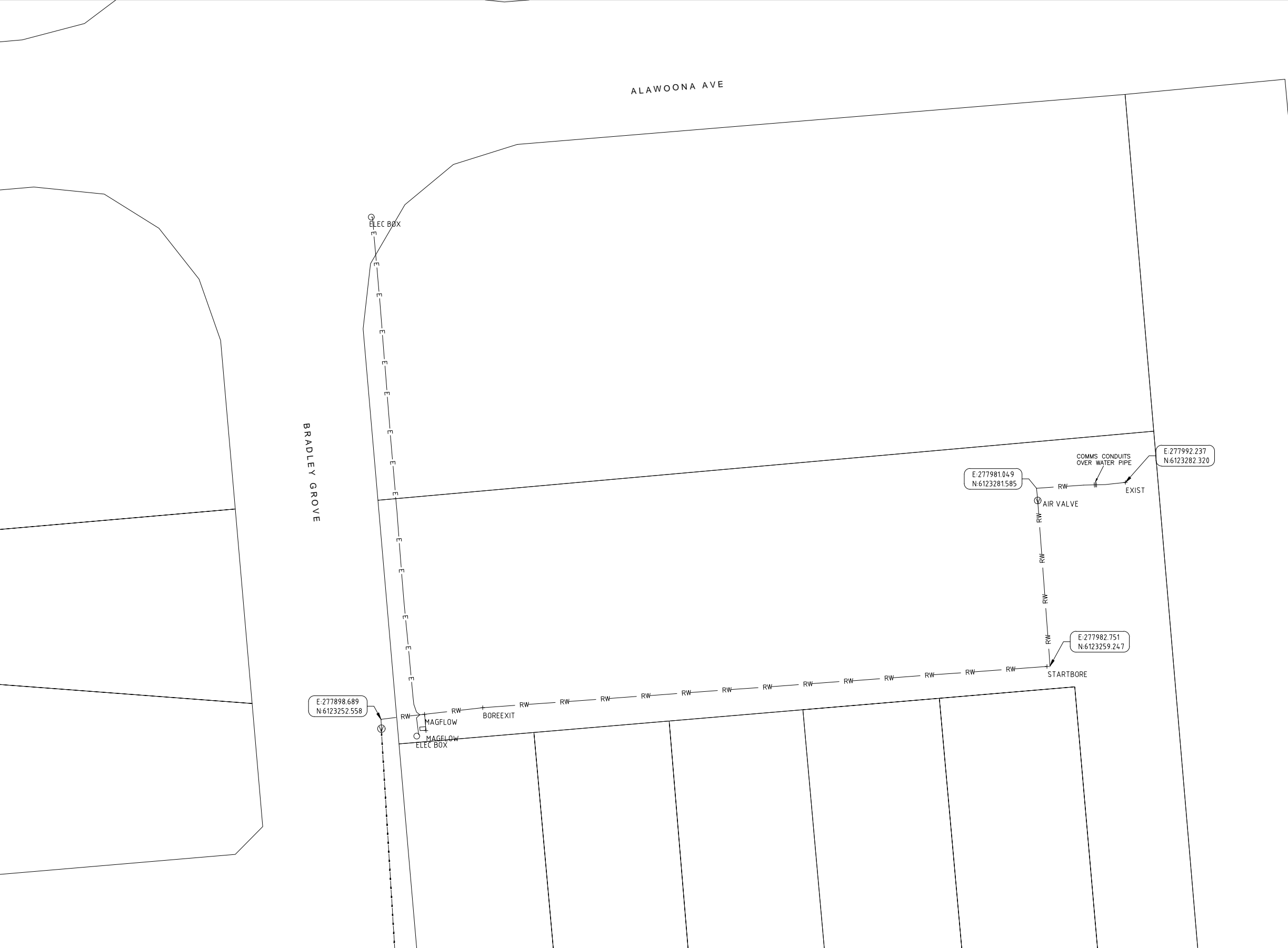
Annexure B Billing Period

Commencement Date:	Invoice Details by Scheme
01 July to 30 June	15 October (for the 1 July - 30 September quarter) Volumetric Usage
	15 January (for the 1 October – 31 December quarter) Volumetric Usage
	15 April (for the 1 January – 31 March quarter) Volumetric Usage
	15 July (for the 1 April – 30 June quarter) Volumetric Usage

Annexure C Total Volume

Total Volume: Up to a maximum volume of 250 ML pa with a peak instantaneous flow not to exceed 18 L/s

Annexure D Customer Premises



Notes:

Survey supplied to clients specific requirements.

Some information location as indicated by site supervisor.

Client :
ALANO WATER
4B Fisher street
Port Adelaide
SA 5015

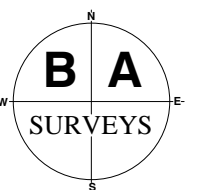


ORIGINAL DRAWING BY: BA
LATEST REVISION BY: -
DATA FILE INFORMATION: -
CO-ORDINATE DATUM: MGA HEIGHT DATUM: AHD

SCALE: 1:500 @ A3		
BAS JOB No. J218		
DATE OF ISSUE: 12.12.17		
Sht 1 of 1	REV: -	-
DRAWING No. 218-121217-001		

PROJECT:	ALAWOONA RESERVE MITCHELL PARK
DRAWING TITLE:	RECYCLE WATER MAIN AS CON

SURVEYED AND DRAWN BY
BA Surveys
12 Leah Street
Aberfoyle Park
SA 5159
Tel: 0400 591 061
Email : bas@basurveys.com.au



Annexure E Renewal Term

The Renewal Term for this Agreement is: 50 years from the Expiry Date.



RenewalSA
people partnerships progress

Adrian Skull
Chief Executive Officer
City of Marion
PO Box 21 Oaklands Park SA 5046

21 June 2018
Our Ref. A1198801

By email: Adrian.Skull@marion.sa.gov.au

Urban Renewal Authority
trading as Renewal SA.
Level 9 (West) Riverside Centre
North Terrace, Adelaide SA 5000
GPO Box 698, Adelaide SA 5001
DX: 56502 ABN: 86 832 349 553

T 08 8207 1300
F 08 8207 1301
E renewalsa.info@sa.gov.au
W www.renewalsa.sa.gov.au

RE: Tonsley District Energy Scheme

Dear Adrian,

On 21 May 2018, the Minister for Transport, Infrastructure and Local Government gave approval for Renewal SA to enter into a Development Agreement with Enwave Tonsley to establish a District Energy Scheme for the Tonsley Innovation District consisting of an electrical embedded network, rooftop solarvoltaics, smart metering, battery storage, electricity supply and recycled water for a 50 year term.

On 15 June 2018, Renewal SA executed the Development Agreement with Enwave Tonsley.

The attached briefing, provides further detail of the District Energy Scheme.

If you have any queries or wish to discuss further, please contact Tonsley Project Director, Vince Rigter via e-mail, Vincent.Rigter@sa.gov.au

Yours sincerely,

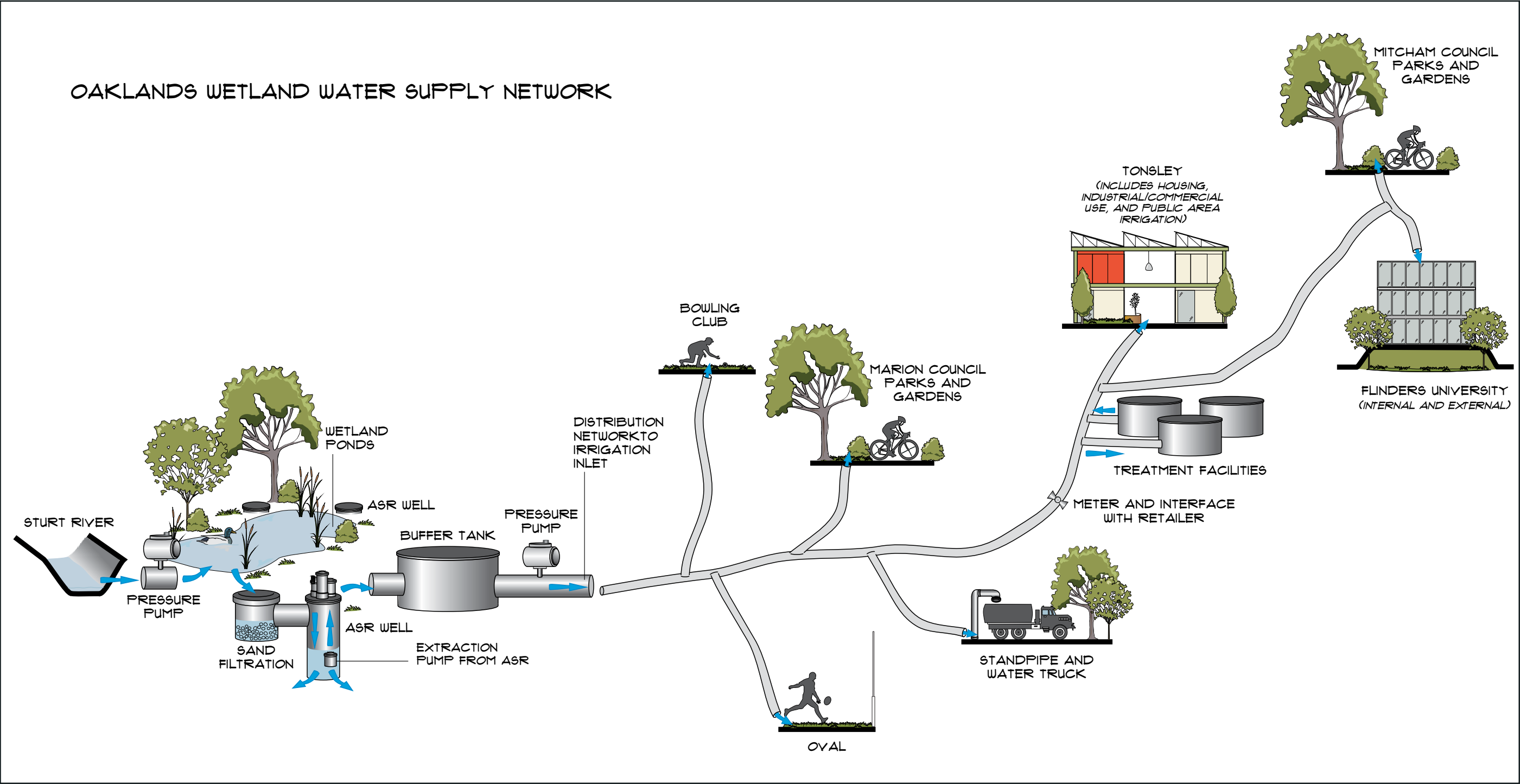
Matthew Waltho
Sustainability Manager, Tonsley

cc.
Vince Rigter, Tonsley Project Director, Renewal SA
Katy Ellens, Tonsley Development Manager, Renewal SA
Glynn Ricketts, Water Resources Coordinator, City of Marion

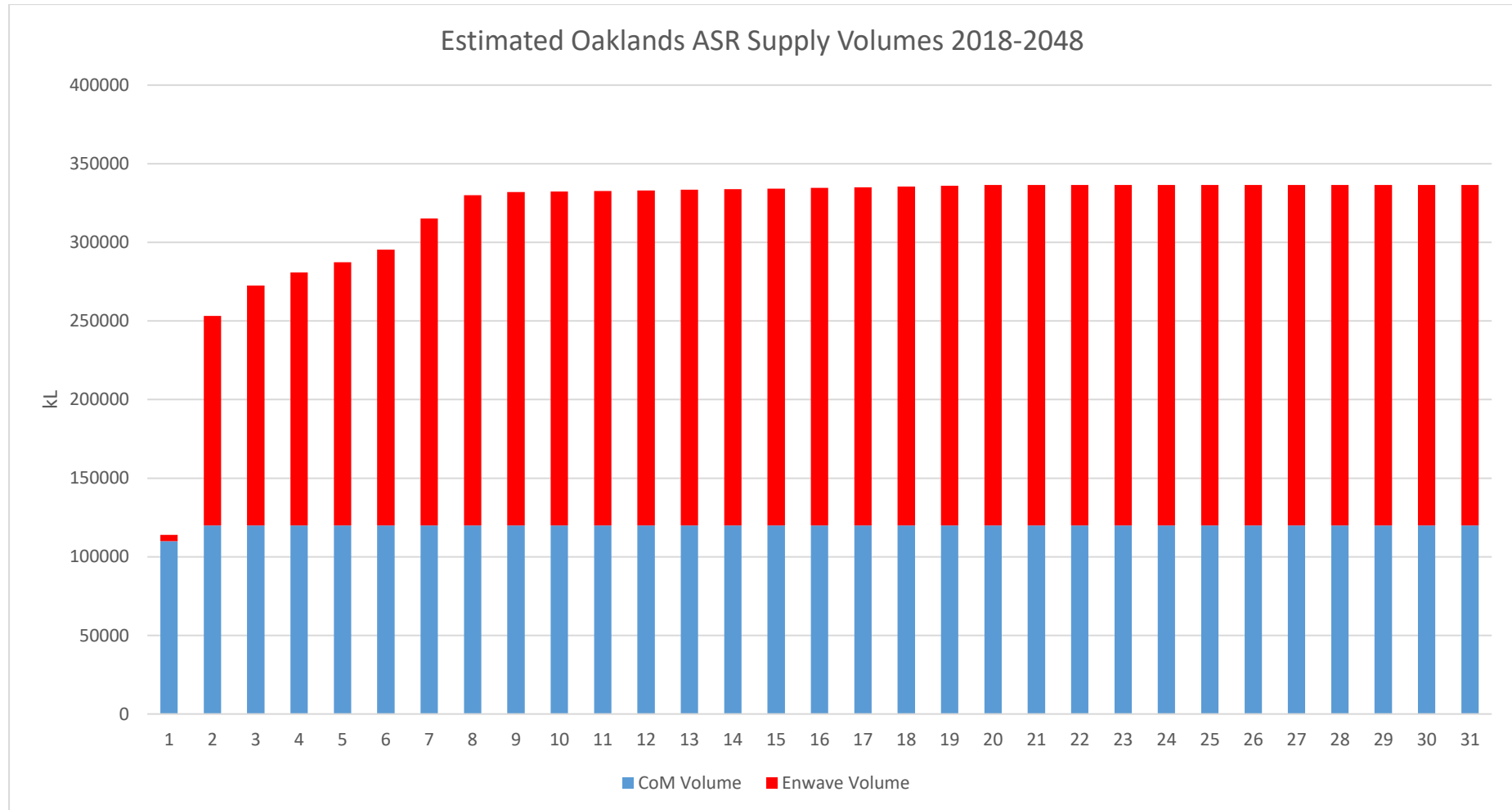
Att. Tonsley District Energy Scheme Briefing Paper



**Government of
South Australia**



Appendix 4 Estimated Demand Profile



Appendix 5

Hazard/Risk	Consequence rating	Mitigation	Residual Risk Profile
Drought/Low rainfall	Moderate	CoM does not guarantee volumes. Mains Water back-up and Environmental Permits not dependent upon injection volumes	Low
Poor Water Quality	Moderate	CoM only provides restricted use irrigation only water quality. Mains Water back-up and Environmental Permits not dependent upon injection volumes, although salt levels expected to increase if higher volumes are extracted over that injected	Low
Failure to comply with Environmental Permits and licence condition	High	Automatic on line monitoring linked to interlocks and failsafe electronic systems. Data logged by Scada. Auto alarm generated. Qualified and competent staff and contractors. Only use accredited laboratories for testing water quality.	Low
Existing pumps may not be able to meet demand	Moderate	Pump capacity is a modular and system is designed to “bolt on additional pumping capacity” Capex is planned in LTFP	Low
Construction cost of two wells exceeds \$1.0m:	Moderate.	Current costs informed budget with contingency. Water Business expected to have significant funds, from sales of water	Low

Inability to harvest water from flowing River	High	Additional harvest pump in stores for breakdowns. New harvest pit could be constructed when sand filter is required	Low
Power Failure	Moderate	Non critical supply. 8 hours storage capacity in Tonsley. Volumes not guaranteed, mains water back up supply	Low
Actual revenues are not sufficient to cover costs of capital expenditure in 2034, 2043 and 2048:	Moderate	Exposure is reduced here as revenues are linked to supply volumes. If expected supply volume timelines are not met then extra capital expenditure would also be delayed, reducing the likelihood of potential financial exposure.	Low

Appendix 2 ESCOSA Review (Email)

Hi Glynn,

I have been asked to review and provide feedback on your water agreement with Enwave Tonsley Pty Ltd for the supply of treated stormwater, and whether it meets the requirements of the Water Retail Code.

Overall the agreement has met the requirements of the Water Retail Code. I do however have two suggested amendments for the agreement. I have listed these in the table below.

If you have any questions regarding this feedback please do not hesitate to contact me.

<u>CITY OF MARION DRAFT WATER AGREEMENT – FEEDBACK</u>	
<u>3.</u>	<u>Supply of Treated Stormwater</u>
3.3	<p>You have stated “If the water quality is outside of the Minimum Standards (“out of spec water”) due to factors beyond the reasonable control of Council, the Customer may still elect to take the water. If the Customer elects to take the out of spec water, then Council will not be held liable”.</p> <p>Within this section we would recommend that the agreement clearly outlines what the notification process is for informing the customer of when the water is out of spec. For example:</p> <ul style="list-style-type: none"> • What details you will provide the customer around how the water is out of spec; • How the customer informs Council that they elect to use the out of spec water; • The Council having a clear and defined period of notice around informing the customer of the out of spec water; and • The customer having a clear and defined period of notice around informing Council that they elect to use the out of spec water. <p>The reasons why we are suggesting this recommendation:</p> <ul style="list-style-type: none"> • So the customer is making an informed decision around electing to use the out of spec water; • So there is a record of Council informing the customer of the out of spec water; • So there is a record of the customer electing to use the out of spec water; and • The period of notices are clear and well defined.
<u>8.</u>	<u>Rights and Obligation of Council</u>

Throughout this section you state that you will give the customer reasonable notice or reasonable prior notice.

We would recommend that these periods of notice be more clear and well defined, so there is no ambiguity in what is reasonable notice. Within the Water Retail Code the period of notice are clear and defined, for example;

8.1 – within the Water Retail Code this reasonable notice is 24hrs.

We would also recommend that you look at this throughout the whole document, so both Council and the Customer clearly understand what their requirement are around periods of notice.

Regards

Rebecca Millwood

Rebecca Millwood
REGULATORY OFFICER



Level 1, 151 Pirie Street Adelaide SA 5000

GPO Box 2605 Adelaide SA 5001

(08) 8466 2298

rebecca.millwood@escosa.sa.gov.au | www.escosa.sa.gov.au

By Email: glynn.ricketts@marion.sa.gov.au
Ref: RJMM00292788F05382309

3 August 2018

Mr G Ricketts
Water Resources Coordinator
City of Marion
PO Box 21
OAKLANDS PARK SA 5046

Dear Mr Ricketts

Tonsley Water Supply Agreement (Enwave)

We refer to your instructions for us to provide a brief report on the key risks and opportunities in relation to a draft water supply agreement (**Draft Agreement**) for the bulk supply of treated stormwater to Enwave Tonsley Pty Ltd (**Enwave**). We note that the City of Marion (**Council**) has prepared the Draft Agreement, and our instructions are simply limited to the preparation of our report. We have considered the Draft Agreement and draft Committee Report (ISC030718R) (**Draft Committee Report**) you provided by email on 25 July 2018. For ease of reference, we have used defined terms from the Draft Agreement in our report below.

1. RISKS AND OPPORTUNITIES

1.1 Limited control on customers of Enwave

We note from the Draft Committee Report that the Council intends to enter into a “partnership” with Enwave for the supply of water to the “Tonsley Development” and “Future Development of the Flinders University Site”. The Draft Committee Report makes numerous references to earlier Council and/or Committee Reports. We have not been provided with any earlier Council or Committee Reports relating to these sites to appreciate the full context of these references. We have assumed that these prior reports do not contain terms that are contrary or inconsistent with the Draft Committee Report.

We also assume that Council’s use of the term “partnership” in this context does not refer to a partnership in the strict legal sense. We understand that the Draft Agreement forms part of that intended “partnership” framework, but we note it does not oblige Enwave to on-supply water to the “Tonsley Development or the Future Development of the Flinders University Site”.

At clause 1.1, the Draft Agreement defines “Authorised Use” as “*provision of recycled water services to the customers at Tonsley and neighbouring sites*”. It is unclear, in the context of the Draft Agreement, whether this means “Tonsley” as a suburb or the project at the former Mitsubishi Motors manufacturing site. It is also unclear what will constitute a “neighbouring site”. This uncertainty should be clarified.

In addition, if Council wishes to take the opportunity to oblige Enwave to on-supply the water to the “Tonsley Development” and “Future Development of the Flinders University Site”, then the Draft Agreement will require amendment.

1.2 Reasonable endeavours and best endeavours of Council

The Draft Agreement contains various obligations for the Council to use “all reasonable endeavours” (see, for example, clause 3.1), “reasonable endeavours” (see, for example, clause 8.3), and “best endeavours” (see, for example, clause 14.3.1) to effect certain actions or outcomes. Council needs to understand what level of effort is required by Council in order to satisfy these different standards of practice. An obligation to use “best endeavours” obligations, as the term suggests, obviously requires a higher degree of effort than that required by any obligation to use “reasonable endeavours”.

An opportunity to manage this differently may be to clearly identify the parameters of the obligations owed under the Draft Agreement (such as in relation to expenditure, disposal of assets, diversion of Council’s resources away from its core functions, taking of legal action, and so forth) and/or the inclusion of ‘sunset clauses’ concerning those efforts.

1.3 Reasonable control of Council

Clause 3.3 of the Draft Agreement provides that Council will not be liable for providing “out of spec water” to Enwave (at the election of Enwave) where the quality of the water has been affected due to factors beyond the “reasonable control of Council”. What will be deemed “reasonable control” in any event will turn on the facts of the given situation.

1.4 Fettering of Council decisions

Clause 3.7 provides that the required permits to access Enwave’s recycled water network, under public roads, and other Council-controlled areas will be provided to Enwave. The Draft Agreement cannot fetter any of the Council’s decision making powers pursuant to its other functions. We do not know what “other Council-controlled areas” comprises, but if this comprises community land then this will require statutory processes to be followed in accordance with the *Local Government Act 1999 (LG Act)* which cannot be circumvented by the Draft Agreement. The Draft Agreement cannot legally guarantee a favourable determination of such “permits”. We recommend the deletion of Clause 3.7.

1.5 Fees at the expiry of the Term

“Term” is defined in clause 1.18.1.2 of the Draft Agreement as including the expiry of the “Renewal Term”. Clause 4.5 provides that Council may re-set the “Supply Rates” in the event that Enwave wishes to exercise its right of renewal upon expiry of the “Term”. This is incorrect and the trigger should instead be the “Expiry Date” (which is defined in clause 1.8 as “50 years from the Commencement Date”).

1.6 Adjustments

Clause 4.6 enables the Council to make an adjustment to compensate for an error discovered in the amount shown in an invoice. The adjustment is to be “effected in the next invoice”. Perhaps this can be worded to allow the Council to correct the errors as soon as reasonably practicable.

1.7 Variations requiring a deed of variation

The Draft Agreement foreshadows situations where the Draft Agreement may be varied, such as a revision of the “Total Volume” (see, for example, clause 6.3) and pricing structure generally (see, for example, Annexure A which provides “*the above pricing structure will be reviewed periodically in line with reviews under the ESCOSA process or other relevant SA government water policy initiatives*”). However, it is unclear whether such variations must be in writing and executed by the parties pursuant to clause 15.4. The Council may wish to amend Clause 15.4 to include a process for variation.

1.8 Exceeding the Total Volume

Clause 6.4 provides that consumption in addition to the “Total Volume”, without the written approval of Council, is unauthorised. The Council may wish to require Enwave to pay a higher rate in the event there is unauthorised use.

1.9 Clarity of Enwave commitment to infrastructure

The Draft Committee Report suggests that the Draft Agreement contains obligations for Enwave’s commitments towards certain infrastructure. Examples of these references in the Draft Committee Report include:

“...capital payments from Enwave to Council, to install two additional Aquifer Storage and Extraction wells at Oaklands Wetland”

“Enwave has committed to fund new capital infrastructure for Tonsley as well as Council’s infrastructure upgrade at Oaklands Wetland”

“Enwave has agreed to fund the cost of the two wells and this commitment is captured within the Agreement”

However, the Draft Agreement only deals with this in clause 6.5 in relation to “augmentation” to meet the demands of Enwave. In that clause Enwave agrees to fund two such separate augmentations to the value of \$500,000 each (adjusted per indexation). It is not clear to us that the infrastructure and commitments referred to the Draft Committee Report are actually obligations in the Draft Agreement. There needs to be further clarity around Enwave’s infrastructure obligations if these are to be enforceable. If these obligations are not absolutely clear, and contained in a contractual arrangement between Enwave and the Council, then these obligations will not be enforceable by Council against Enwave. Additional information including detail regarding timeframes, specifications, use of contracts, and so forth may promote further clarity.

1.10 Reasonable opinion of Council

Clause 8.4.5 provides Council with the ability to interrupt or reduce the supply of “Treated Stormwater” to Enwave if in Council’s “reasonable opinion” maintenance of that supply would lead to a number of outcomes including: exposure of the Council or any other “Statutory Authority” to risk of loss or damage; placing Council in breach of a law in force in South Australia; or giving rise to a material risk of harm, loss or injury to any person or property. What will be deemed “reasonable opinion” in any event will turn on the facts of the given situation.

1.11 **Provision of records and charts on measurement**

Clause 8.6.2 requires the Council to provide to Enwave all records and charts (or copies thereof) relating to the measurement of “Treated Stormwater” “upon request”. This requires instantaneous production of such material, therefore Council must have this information up to date and readily accessible in order to meet this obligation. If this is not operationally possible, then Council should amend the Draft Agreement so that such information is furnished to Enwave within a stipulated, but reasonable, timeframe.

1.12 **Priority of supply to Enwave over other customers**

Clause 8.7 of the Draft Agreement provides that Council will preference supply to Enwave over other customers. We do not know whether the Council presently has any such “other customers”, but note that any existing, and any future (for the next 100 years), Water Supply Agreements with such other customers must be consistent with this order of preference, otherwise Council may be in breach of its obligations under this Draft Agreement or those Water Supply Agreements with Council’s other customers. At face value, this may be a risky provision to include in the Draft Agreement.

1.13 **Mediation limitations**

Clause 9.2 of the Draft Agreement contains a mediation process for the resolution of disputes. Clause 9.2.2 provides that a “*mediator may not make a decision that is binding on a party unless that party has agreed in writing*”. Whilst it is not uncommon for mediations to be non-binding in nature, the lack of any other mandatory “binding” dispute resolution mechanism means that the parties in dispute may then, after exhausting the processes in clause 9, have no further recourse but through litigation. Whether a party will agree to be bound by a decision of a mediator may depend upon the goodwill between the parties at the time, however this can often be low between disputing parties.

1.14 **Confidentiality**

As a public agency under the *Freedom of Information Act 1991 (FOI Act)* the Council has obligations to disclosure certain information, subject to applicable exemptions, in the event of an application for access under the FOI Act. The Draft Agreement does not contain any confidentiality clause aimed at ensuring certain information is maintained in confidence under the FOI Act. Whilst an accredited freedom of information officer may consider that any information or documents disclosed under mediation fall within an exemption from the obligation to provide access under the FOI Act, this cannot be guaranteed.

1.15 **First right of refusal**

Clause 12.4 provides Enwave with a first right of refusal to purchase the Pipeline System from the Council on reasonable market terms, however is otherwise silent on the actual process that the parties are required to follow. For example, it is often the case that a council would first approach the market in order to obtain a market value and would then approach the party with the first right of refusal to purchase at that value pre-determined by the market. Lack of detail concerning the first right of refusal process may lead to potential disputes between the parties. We recommend that the Draft Agreement be amended to provide greater detail around this process.

Further, we have not reviewed Council's policy required under section 49 of the LG Act but understand that this may apply to this Draft Agreement generally (as the contracting out of a service), but also particularly in respect of the first right of refusal (being the sale and disposal of assets). Council should ensure that the Draft Agreement is consistent with any policy of Council under section 49, or any decision that the Council has made under its section 49 policy.

1.16 Insurance

Clause 13 contains provisions concerning the obligation for Enwave to maintain appropriate public liability insurance. We note that the value of insurance is set at a minimum of \$10 million pursuant to clause 13.1.1. Whilst this is a commercial matter for the Council we note that we ordinarily see councils request an insurance value set at a minimum of \$20 million, so the Draft Agreement may not be consistent with the industry in this regard. We recommend that the Council make some industry enquiries as to the appropriate amount.

We also note that whilst the Council has the ability to "request" an uplift in the minimum value of the insurance at set intervals or events under clause 13.1.2, Enwave is not obliged to provide insurance at the uplifted minimum value. Clause 13.1.3 provides that Enwave must "*give the Council's request reasonable consideration*". Therefore, there is a risk that Enwave will not agree to the uplift and then Council is left with insurance set at a minimum of \$10 million, which is unlikely to be an adequate value for the entirety of the Term. If the Council is to be afforded the right to request an increase in the insured amount, Enwave should be required to put it into effect.

1.17 Notification of Force Majeure

Council is obliged to notify Enwave "*as soon as it becomes aware of Force Majeure*" that prevents the Council from complying with any of its obligations under the Draft Agreement. This requires the Council to take immediate action. Failure to do so will render the Council in breach of this obligation.

1.18 All that is reasonably necessary

Each party is obliged to "*do all that is reasonably necessary*" to give effect to the Draft Agreement. What will be deemed to be "all that is reasonably necessary" in any event will turn on the facts of the given situation.

1.19 Company execution clause

The execution clause should be amended so that Enwave executes pursuant to Section 127 of the *Corporations Act 2001* (Cth).

1.20 Amendment to Supply Rates

Annexure A provides that "*the above pricing structure will be reviewed periodically in line with reviews under the ECOSA process of other relevant SA government water policy initiative. Should higher input costs for supply or higher sell price be allowed, then [Enwave] will enter into good faith negotiations with the Council with a view to amend the Supply Rates*" [sic]. The proposed methodology for an increase in the Supply Rate is unclear. It is also unclear what is meant by "input" costs. The body of the Draft Agreement contains no provision that specifically provides for the amendment of the Supply Rates (other than at clause 7.3, 30 days prior to the commencement of the Renewal Term). Further, there is no concrete obligation on

Enwave to accept amended Supply Rates. The current wording means there is a risk that the provisions are unenforceable against Enware, as they are not sufficiently clear.

1.21 **Billing Period**

Annexure B contains a table with two columns, the first being "Commencement Date:". However, this column then appears to list what is essentially a financial year, e.g. "01 July to 30 June". "Commencement Date" is a defined term at clause 1.3 meaning "*the date of execution of this Agreement*" and therefore does not make sense in the context of the first column of the table in Annexure B. Column two is entitled "Invoice Details by Scheme" and appears to relate to "Quarterly Billing Periods".

1.22 **Volumes of supply**

The Draft Committee Report provides that the "*Agreement clearly states that the Council does not guarantee volumes*". Is this correct?. Clause 6.1 entitles Enwave to "*draw up to and including the Total Volume of Treated Stormwater during any Billing Period*". Council's ability to suspend, interrupt or reduce the supply of Treated Stormwater is limited to those circumstances outlined in clause 8.4. Clause 8.7 (previously discussed above) is not made subject to Council's exercise of powers under clause 8.4.4 or clause 8.4.5 to expressly cover Council should Council reduce the supply to Enwave to ensure that Council first meets its internal demand for water. This presents a risk for dispute between the parties if supply to Enwave is suspended, interrupted or reduced in favour of satisfaction of Council internal demand first.

1.23 **Enwave maintenance of mains water**

Whilst the Draft Committee Report suggests that "*Enwave will maintain a mains water backup system in the event of drought, power failures or electrical/mechanical failures*" there is no obligation for such in the Draft Agreement. Inclusion of such an obligation in the Draft Agreement is an opportunity for potential reduction of Council's exposure to liability in the event of a suspension, interruption or reduction of supply to Enwave.

1.24 **Water approvals, authorisations, licences**

We have not been provided with the relevant water approvals, authorisations or licences so cannot assess the risk associated with the assertion in the Draft Committee Report that the Council has, or is about to secure, all of the necessary approvals, authorisation or licences required in order for the Draft Agreement to be legally implemented. However, we note that whilst some of these are still pending, the Draft Agreement is not conditional upon the grant of same. Therefore, absent any condition precedent relating to the grant of these approvals, authorisations or licences, the Council would be contractually obliged to supply to Enwave under the Draft Agreement, but would only be able to rely upon clause 8.4.5.2 to circumvent the obligation to supply. Clause 8.4.5.2 provides that Council may suspend, interrupt or reduce supply if in Council's reasonable opinion maintenance of supply would "*place Council in breach of a law in force in South Australia*". We note that the Draft Committee Report also suggests that Enwave is keen to enter into the Draft Agreement as soon as possible and for this reason we would ordinarily expect such a condition precedent to be included in the Draft Agreement as added protection for the Council against the risk that the necessary water approvals, authorisations or licences are not granted, or not granted on terms acceptable, to the Council.

1.25 Easements

The Draft Committee Report refers to Council's consideration of the provision of easements to *"enable "smart innovative solutions" to be bolted on as required"*. We are unsure as to how, or if, this relates to the content of the Draft Agreement, but assume it instead relates to the modular treatment system and sand filtration units in order to increase the treatment capacity at the Oaklands Wetland in the future and is therefore a matter outside of the context of the Draft Agreement.

2. PREPARATION OF DRAFT AGREEMENT

As indicated above, we did not prepare the Draft Agreement or receive instructions to review the mechanics of Draft Agreement. But our consideration of the Draft Agreement and Draft Committee Report for the purposes of the preparation of our report revealed some drafting anomalies that need to be addressed in both the Draft Agreement and the Draft Committee Report. Please let us know if Council would like our assistance to rectify those drafting anomalies.

3. PROCUREMENT CONSIDERATIONS

We also note that we have had no involvement in the procurement process that the Council has undertaken in relation to the Draft Agreement nor have we been instructed to advise on that procurement process. However, we note that the Term of the Draft Agreement is very long (up to 100 years) and note that Council will have needed to have consider the arrangement in the Draft Agreement according to the appropriate procurement approval process. We assume that the Council has complied with its procurement process in reaching its decision to enter into discussions with - and with the intention of shortly executing an agreement with – Enwave. Please let us know if Council would like our assistance to review Council's procurement process undertaken in relation to the Draft Agreement.

We trust that this report is of assistance. Please let us know if you require any additional assistance from us in relation to this matter.

Yours faithfully
Norman Waterhouse



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DATE**PARTIES**

CITY OF MARION ABN 37 372 162 294 of PO Box 21, Oaklands Park SA 5046 (**Council**)

ENWAVE TONSLEY PTY LTD ACN 623 288 175 of Level 22, 135 King Street, Sydney 2000 (**Customer**)

BACKGROUND

- A. Council owns and operates the Oaklands Aquifer Storage and Recharge (ASR) Scheme and Oaklands Wetlands and a distribution network.
- B. The distribution system conveys Treated Stormwater to the Connection Point (as detailed in Annexure D).
- C. Council has agreed to allow the Customer to draw the Treated Stormwater from the Connection Point for use by the Customer on a commercial basis.
- D. The Customer acknowledges that it must use the Treated Stormwater on the terms and conditions of this Agreement.

The parties agree as follows:

1. DEFINITIONS

In this Agreement, unless the contrary intention appears, the following words have the following meaning:

- 1.1 **Authorised Use** means the use of Treated Stormwater by the Customer to enable provision of recycled water services to the customers at Tonsley and neighbouring sites.
- 1.2 **Billing Period** means the 12 month period from 1 July to 30 June each year and comprising four quarterly invoicing dates as detailed in Annexure B, provided that:
 - 1.2.1 the first Billing Period will commence on the Commencement Date and end on the next 30 June; and
 - 1.2.2 the last Billing Period will commence on the 1 July preceding the end of the Term and end on the last day of the Term.
- 1.3 **Commencement Date** means the date of execution of this Agreement.
- 1.4 **Connection Point** means the outlet flange of the meter installed at the point at which the Pipeline System connects at or near the boundary of the Customer Premises as shown in Annexure D.
- 1.5 **Council** means the Water Business Unit of the City of Marion, or such other area or department of the City of Marion having responsibility from time to time for the commercial operation of the ASR Scheme and the supply of Treated Stormwater and, where the context permits, includes the employees, contractors or agents of Council.

- 1.6 **Customer Premises** means the recycled water plant owned by the Customer as detailed in Annexure D.
- 1.7 **EPA** means the Environment Protection Authority established under the *Environment Protection Act 1993*.
- 1.8 **Expiry Date** means the 50 years from Commencement Date.
- 1.9 **Fees** means the fees payable by the Customer to Council for the supply of Treated Stormwater under this Agreement, as calculated in accordance with clause 4.1.1.
- 1.10 **Force Majeure** means an event or circumstance:
- 1.10.1 which is beyond the reasonable control of a party, including (but not limited to) the following events or circumstances:
 - 1.10.1.1 acts of God;
 - 1.10.1.2 earthquakes, flood, storms, tempest, washaways, fire, explosions;
 - 1.10.1.3 breakages of, or accidents to machinery or equipment;
 - 1.10.1.4 nuclear accidents, acts of war, acts of public enemies;
 - 1.10.1.5 riots, civil commotions;
 - 1.10.1.6 strikes, lockouts, pickets, industrial boycotts, restraint of labour or other similar acts;
 - 1.10.1.7 shortages of specialist labour, equipment or materials; and
 - 1.10.2 which prevents that party from complying with any of its obligations under this Agreement; and
 - 1.10.3 which that party:
 - 1.10.3.1 did not cause;
 - 1.10.3.2 cannot control or influence; and
 - 1.10.3.3 could not have been prevented or avoided by the exercise of due diligence and through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.
- 1.11 **Guidelines** means the Australian Guidelines 23 for Water Recycling: Managing Health and Environmental Risks (Phase 2): Stormwater Harvesting and Reuse, as updated or replaced from time to time.
- 1.12 **Legislation** includes any Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority (including Council in its capacity as such).

- 1.13 **Minimum Standards** means those minimum health and environment risk standards recommended in the Guidelines for recycled water to be suitable for the Authorised Use.
- 1.14 **Pipeline System** means the pipeline infrastructure owned by Council, which is connected to the Customers Premises via a master valve.
- 1.15 **Renewal Term** means the period set out in Annexure E.
- 1.16 **Statutory Authority** means any government or semi-government authority and any authority created by or under Legislation (including Council in its capacity as such).
- 1.17 **Supply Rates** means, in relation to a Billing Period, the supply rates determined in accordance with clause 4.3 and Annexure A for that Billing Period.
- 1.18 **Term** means (as applicable):
- 1.18.1 the period commencing on the Commencement Date and expiring on either:
 - 1.18.1.1 the Expiry Date; or
 - 1.18.1.2 the expiry of the Renewal Term should the Customer exercise its right of renewal in accordance with clause 7 of this Agreement; or
 - 1.18.2 the period commencing on the Commencement Date and expiring on the date this Agreement is terminated pursuant to clause 12.
- 1.19 **Total Volume** is the maximum amount of Treated Stormwater the Customer is entitled to draw from Council's Treated Stormwater supply scheme in any Billing Period, being the volume detailed in Annexure C as at the Commencement Date and as determined by clause 6.1 or revised from time to time in accordance with this Agreement.
- 1.20 **Treated Stormwater** means the rainwater runoff that is harvested and treated by Council at its Oakland site and which is made available for supply via the Pipeline System to the Customer pursuant to this Agreement.
- 1.21 **Volumetric Usage** refers to the method by which Council measures the readings taken from Council's meter at the Connection Point and thereby calculates the amount of Treated Stormwater drawn by the Customer from the Connection Point over a period of time. The method of measurement is to comply with clause 8.6.1.

2. INTERPRETATION

- 2.1 In this Agreement, unless an alternative meaning is clearly intended:
- 2.1.1 a reference to this Agreement is a reference to this document and includes all annexures and schedules to this document;

- 2.1.2 a reference to an Annexure is a reference to an annexure to this Agreement;
- 2.1.3 a reference to a clause is a reference to a clause in this Agreement;
- 2.1.4 words beginning with capital letters are defined in clause 1;
- 2.1.5 a reference to Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it and all by-laws, regulations, rules, guidelines, codes or directions issued under it;
- 2.1.6 headings do not affect the interpretation of this Agreement;
- 2.1.7 if a provision of this Agreement would, but for this clause, be unenforceable:
 - 2.1.7.1 the provision must be read down to the extent necessary to avoid that result; and
 - 2.1.7.2 if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this Agreement;
- 2.1.8 a reference to any party in this Agreement includes that party's executors, administrators, successors and assigns.
- 2.2 The parties agree that the Background on page 1 of this Agreement is true and correct and forms part of this Agreement.
- 2.3 Where it is necessary under this Agreement to make a calculation by reference to part of a Billing Period or to a Billing Period which is less than 12 consecutive months, the part or the number of days in that Billing Period (as applicable) will be the portion that the number of whole days in the relevant period bears to 365 (or 366 in a leap year). For clarity, the Total Volume will be reduced pursuant to this clause 2.3 where a Billing Period is less than 12 consecutive months.

3. **SUPPLY OF TREATED STORMWATER**

The parties acknowledge and agree that Council:

- 3.1 will use all reasonable endeavours to supply Treated Stormwater to the Connection Point via the Pipeline System during the Term;
- 3.2 will, subject to the restrictions otherwise specified in this Agreement, permit the Customer to draw Treated Stormwater from the Connection Point during the Term;
- 3.3 warrants that the Treated Stormwater will satisfy the Minimum Standards for public restricted use irrigation quality water when drawn at the Connection Point. If the water quality is outside of the Minimum Standards ("out of spec water") due to factors beyond the reasonable control of Council, the Customer may still elect to take the water. If the Customer elects to take the out of spec water, then Council will not be held liable.

- 3.4 does not give any guarantees as to the quality of the Treated Stormwater once it passes the Connection Point;
- 3.5 will provide Treated Stormwater at the Connection Point as specified in Annexure C;
- 3.6 passes to the Customer unencumbered title to all Treated Stormwater upon it being drawn by the Customer at the Connection Point;
- 3.7 subject to any applicable Legislation (including the Local Government Act 1999). will provide the Customer the required permits to access the Customer's recycled water network under public roads and other Council-controlled areas; and
- 3.8 will not be responsible for, nor be at risk in respect of, all Treated Stormwater once it passes the Connection Point.

4. FEES

4.1 Calculation of Fees

- 4.1.1 Fees will be calculated by Council on a Volumetric Usage basis in accordance with the following formula:

$$\text{Fees} = \text{Supply Rates} \times \text{Volumetric Usage}.$$

- 4.1.2 Fees will be invoiced quarterly during the Term on each invoice date of the applicable Billing Period.

4.2 Invoicing and Payment

- 4.2.1 On each invoice date of a Billing Period, Council will furnish the Customer with an invoice for all amounts payable under this Agreement for the quarter to which that invoice relates, which invoice must include the following information:
 - 4.2.1.1 the total quantity of Treated Stormwater measured as being withdrawn at the Connection Point;
 - 4.2.1.2 the Fees payable;
 - 4.2.1.3 where the invoice is in respect of the last quarter of a Billing Period;
 - 4.2.1.4 the total amount due to Council for the quarter; and
 - 4.2.1.5 the basis of the calculation of the above quantities and amounts.
- 4.2.2 The Customer must pay all amounts invoiced in accordance with clause 4.2.1 within 30 days after the date of issue of the relevant invoice and in the manner set out in that invoice.

4.3 Supply Rates

- 4.3.1 The Supply Rates for a Billing Period will be the dollar rate per kL as outlined in Annexure A for water use charge for that Billing Period.

4.4 Implications of Water Industry Act 2012

- 4.4.1 The parties acknowledge and agree that as at the date of this Agreement the Water Industry Act 2012 (SA) (**Act**) has been enacted by Parliament and come into operation.
- 4.4.2 The Act may impose pricing restrictions and other conditions on the supply of Treated Stormwater by Council as a water industry entity.
- 4.4.3 If the Act applies to this Agreement then this Agreement will be read and interpreted subject to the provisions of the Act and to the extent to which there is any inconsistency with the provisions of the Act, those provisions will override the terms of this Agreement.

4.5 Fees at the expiry of the Term

The Customer acknowledges and agrees that in the event the Customer wishes to exercise its right of renewal in accordance with Clause 7 of this Agreement with Council for the supply of Treated Stormwater ~~upon expiry of the Term~~after the Expiry Date, Council may re-set the Supply Rates to apply during the Renewal Term under such agreement, depending on Council's water pricing policy at the time and subject to the provisions of the Act.

4.6 Adjustments

In the event that an error is discovered in the amount shown in any invoice issued under clause 4.2 an adjustment to compensate for such error will be effected ~~in the next invoice~~within 28 days of notification or as soon as reasonably practicable.

4.7 Disputed Amounts

In the event of a bona fide dispute arising as to the correct amount owing under any invoice issued under clause 4.2.1, the Customer must pay the amount not in dispute in accordance with clause 4.2.2 and, within 10 business days of becoming aware of grounds for a dispute, notify Council in writing of the amount disputed and the grounds for the dispute. Any amount in dispute, and subsequently agreed or determined to be payable by a party, will be due and payable by that party within 14 days after such agreement or determination.

5. PIPELINE SYSTEM

- 5.1 The parties acknowledge that Council has, prior to the Commencement Date, facilitated the construction of the Pipeline System and the Connection Point (or another point as agreed), at Council's cost.
- 5.2 Ownership of the Pipeline System up to and including the Connection Point is vested in Council.

6. CUSTOMER'S RIGHTS AND OBLIGATIONS

The Customer acknowledges and agrees that:

- 6.1 the Customer, six months prior to each Billing Period, will submit to Council a forecast of the Total Volume for the next thirty Billing Periods. The Customer is entitled to draw up to and including the Total Volume of Treated Stormwater during any Billing Period;
- 6.2 the Total Volume is allocated for a single Billing Period and there is no provision for the banking or rollover of water quantities into the next Billing Period;
- 6.3 the Customer may request in writing a review of the Total Volume at any time during a Billing Period and Council may, at its absolute discretion, revise the Total Volume following such a request, in which case the Agreement may be varied in accordance with clause 15.5;
- 6.4 Treated Stormwater consumed in addition to the Total Volume without the written approval of Council is unauthorised and restrictions in supply may be imposed by Council for the remainder of the relevant Billing Period and if over 250ML is required a price review will be conducted;
- 6.5 The Customer and Council will in collaboration assess the Council's Treated Stormwater system to determine when and if augmentation is required (modelling shows 1st augmentation in 2019 and then 2023) to meet the demands of the Customer. The Customer agrees to fund two separate augmentation works to meet the future demand of the Customer only. The Customer and Council will agree the future timing of each of the augmentation works. The Customer agrees to fund \$500,000 (in 2018 dollars, adjusted annually based on the movement of the Adelaide All Groups Consumer Price Index Annual CPI escalation) for each required augmentation works at Oakland Wetlands;
- 6.6 the Customer will comply with all laws in force in South Australia in respect of the use of the Treated Stormwater, including but not limited to:
 - 6.6.1 complying with the conditions of any approval or consent given in respect of the use of the Pipeline System and the drawing of Treated Stormwater from the Connection Point; and
 - 6.6.2 any Legislation or requirement of any Statutory Authority dealing with the use of the Treated Stormwater by the Customer;
- 6.7 without limiting any other provision of this Agreement, the Customer must ensure the following conditions are met:
 - 6.7.1 all above ground infrastructure on the Customer Premises is painted with the appropriate colour warning for the use of Treated Stormwater;
 - 6.7.2 identification signs are erected at entrances and at each corner of the Customer Premises painted in accordance with the relevant Guidelines and marked "Warning Treated Stormwater - Do Not Drink!";

- 6.7.3 identification signs are erected near any holding tank, painted in accordance with the Guidelines and marked "Warning: Treated Stormwater: Do Not Drink: No Swimming!";
- 6.7.4 hose fittings connected to the Treated Stormwater system are of a different colour to those on the potable water system so that the two are not interchangeable; and
- 6.8 it must not cause the creation of a cross connection with the potable water supply to the Customer Premises, and must ensure that no such cross connections are created through other plumbing activities; and
- 6.9 it must not use or allow the Treated Stormwater to be used for any of the following purposes:
 - 6.9.1 drinking, cooking or kitchen purposes;
 - 6.9.2 baths, showers or personal washing;
 - 6.9.3 clothes washing;
 - 6.9.4 swimming pools;
 - 6.9.5 washing, packaging or processing of food for sale or distribution; and
 - 6.9.6 pork production.

7. RENEWAL

7.1 Right of Renewal

- 7.1.1 If the Customer wishes to renew this Agreement, the Customer must serve a written notice on Council not less than six months before the Expiry Date stating its desire to renew this Agreement for the Renewal Term.
- 7.1.2 If such notice is given then Council will (subject to clause 7.2) be obliged to renew this Agreement for the Renewal Term on the same terms and conditions as are contained in this Agreement except for the exclusion of this clause 7 and as otherwise set out in this Agreement or required to accurately reflect any change in the customer entity.

7.2 No Renewal Entitlement

The Customer will not be entitled to a right of renewal pursuant to clause 7.1 if:

- 7.2.1 the Customer has been in persistent breach of this Agreement at any time before giving notice of the Customer's desire to exercise the right of renewal (**notice**);
- 7.2.2 the Customer is in breach of this Agreement at the time of giving the notice; or
- 7.2.3 the Customer is in breach of or commits any breach under this Agreement after giving the notice but before commencement of the Renewal Term.

7.3 Supply Rates

The Customer acknowledges and agrees that Council may re-set the Total Volume and the Supply Rates (as per Clause 4.5) applying for the Renewal Term in accordance with Council policy at the time by providing notice to that effect not less than 30 days prior to the commencement of the Renewal Term.

8. RIGHTS AND OBLIGATIONS OF COUNCIL

8.1 Council may enter the Customer Premises after giving the Customer ~~reasonable notice~~24 hours' prior notice (except in the case of emergency when no notice will be required):

8.1.1 for the purposes of meter reading, system maintenance and management, auditing of internal pipework and connections as may be required from time to time; and

8.1.2 to do anything Council must or may do under this Agreement or must do under any Legislation or to satisfy the requirements of any Statutory Authority.

8.2 The Customer acknowledges and agrees that:

8.2.1 the Pipeline System has been created with the funding support of the Commonwealth and State Governments under various funding agreements with Council; and

8.2.2 personnel from the relevant funding bodies (**Authorised Persons**) may have need to access the Customer Premises and inspect the works undertaken by Council,

and the Customer will provide all such reasonable access and assistance requested by the Authorised Persons subject to:

8.2.3 the provision of reasonable prior notice by the Authorised Persons to the Customer (except where they believe there is an actual or apprehended breach of the law); and

8.2.4 compliance with the Customer's reasonable security procedures.

8.3 Council will work collaboratively with the Customer to monitor the Total Volume during each Billing Period and will use its reasonable endeavours to:

8.3.1 notify the Customer if Council considers the Customer's consumption of Treated Stormwater is likely to exceed the Total Volume; and

8.3.2 give due consideration to the Customer's requests for additional volumes of Treated Stormwater in excess of the Total Volume;

provided nothing in this clause relieves the Customer from its responsibility to monitor and manage its own consumption of Treated Stormwater through the Connection Point and/or its obligation to request additional volumes of Treated Stormwater if required.

- 8.4 Council may wholly or partially suspend, interrupt or reduce the supply of Treated Stormwater to the Connection Point:
- 8.4.1 if the Customer breaches any provision of this Agreement and such breach remains unremedied for a period exceeding 21 days from written notification of the breach by Council (or such other longer period as Council may grant to the Customer in its absolute discretion);
 - 8.4.2 for repair or routine maintenance of the Pipeline System;
 - 8.4.3 if Council is required to do so by any Statutory Authority (including the Department of Health and the EPA) that has authority to impose such a requirement on Council;
 - 8.4.4 due to circumstances of unusual drought, or any event or cause beyond the reasonable control of Council which precludes Council from supplying the Treated Stormwater under this Agreement; or
 - 8.4.5 if in Council's reasonable opinion, maintenance of that supply would:
 - 8.4.5.1 expose Council or any other Statutory Authority to any risk of loss or damage;
 - 8.4.5.2 place Council in breach of a law in force in South Australia; or
 - 8.4.5.3 give rise to material risk of harm, loss or injury to any person or property;
- provided that Council:
- 8.4.6 will provide reasonable notice to the Customer (except in cases of emergency when no notice is required) of the proposed suspension, interruption or reduction in the supply of Treated Stormwater; and
 - 8.4.7 will, so far as practicable, undertake any maintenance pursuant to this clause at a time least likely to cause inconvenience to the Customer.
- 8.5 If any of the circumstances in clause 8.4 arise:
- 8.5.1 Council is not under any obligation to provide the Customer with an alternative source of supply of Treated Stormwater and Council is not liable to the Customer for any losses or costs incurred by the Customer arising from any interruption to the supply of Treated Stormwater under this Agreement; and
 - 8.5.2 the Customer may, during the period of suspension, interruption or reduction temporarily connect to an alternative source of supply of mains water to supply the Customer Premises, provided always that:
 - 8.5.2.1 the connection to the alternative source of supply of mains water is in accordance with the terms and conditions of each party's respective Safety Reliability Maintenance and Technical Management Plan; and

8.5.2.2 the Customer must immediately revert to the use of Treated Stormwater under this Agreement if and when Council resumes supply of Treated Stormwater to the Customer.

8.6 Council will:

8.6.1 ensure that the meter installed at the Connection Point is operated and maintained in accordance with applicable laws, industry guidelines and practices; and

8.6.2 upon request, provide the Customer, within 14 days from such request, with all records and charts (or copies thereof) relating to the measurement of the Treated Stormwater at the Connection Point for inspection.

8.7 Council will prioritise its Treated Stormwater supply to the preference of its own internal demand first then the Customer over its other customers.

9. DISPUTE RESOLUTION

9.1 General

9.1.1 A party must not commence arbitration or court proceedings (except for urgent equitable or injunctive relief) in respect of a dispute under this Agreement unless it first attempts to resolve the dispute by negotiation and mediation under this clause.

9.1.2 A party claiming that a dispute has arisen under this Agreement must give written notice to the other party specifying the nature and details of the dispute.

9.1.3 On receipt of that notice by the other party, the parties must negotiate in good faith to resolve the dispute.

9.1.4 If the parties are unable to resolve the dispute within 10 business days, they must promptly refer the dispute to their respective Chief Executive Officers.

9.1.5 Those persons must meet to resolve the dispute and must be authorised to resolve the dispute.

9.2 Mediation

9.2.1 If those persons described in clause 9.1.4 are unable to resolve the dispute within 10 business days of referral, either party may refer the dispute for mediation under the mediation rules of the Law Society of South Australia Inc to:

9.2.1.1 a mediator agreed by the parties; or

9.2.1.2 if the parties are unable to agree a mediator within five business days, a mediator nominated by the President of the Law Society or the President's nominee.

- 9.2.2 The role of a mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has agreed in writing.
- 9.2.3 Any information or documents disclosed by a party under this clause:
 - 9.2.3.1 must be kept confidential; and
 - 9.2.3.2 may not be used except to attempt to resolve the dispute.
- 9.2.4 Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

9.3 Performance

If possible, each party must perform its obligations under this Agreement during negotiations and mediation proceedings.

10. LIABILITY LIMITATION AND INDEMNITIES

10.1 No Indirect Losses

Neither Council nor the Customer will be liable to the other for any loss of use, revenue or profit or for any special, indirect, incidental, consequential or exemplary damages of any kind, arising from any breach of an obligation under this Agreement, any negligence or duty owed by a party arising out of the respective obligations of the parties under this Agreement or any other cause of action arising out of this Agreement.

10.2 Indemnity

Subject to clause 10.1, the Customer (**Indemnifying Party**) must keep the other party indemnified from and against any costs, loss, expense or liability of any kind suffered or incurred by the other party in respect of any loss of life, personal injury or disability, loss or of damage to property or any other loss arising out of:

- 10.2.1 any negligence or wrongful act or omission by the Indemnifying Party in connection with or incidental to this Agreement;
- 10.2.2 any damage to any part of the other party's infrastructure (including, in the case of Council, the Pipeline System and the master valve) and land; or
- 10.2.3 any breach of this Agreement by the Customer,

except to the extent caused or contributed to by the other party's negligence or default.

11. GST

11.1 GST

- 11.1.1 In this clause:

11.1.1.1 **GST** means any tax on goods and/or services including any value added taxes, broad based consumption tax, or other similar tax introduced in Australia, including that tax imposed under GST Law;

11.1.1.2 **GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* and any other Act, Order, Ruling or Regulation which imposes or otherwise deals with the administration of imposition of GST in Australia; and

11.1.1.3 **Supply** and **Supplier** have the meanings given to them in GST Law.

11.1.2 Notwithstanding any other provision of this Agreement, if GST applies to any Supply made by either party under or in connection to this Agreement, the consideration (or payment) provided or to be provided for that Supply will, upon production by the Supplier of an appropriate tax invoice, be increased by an amount equal to the GST liability properly incurred by the party making Supply.

11.1.3 Each party warrants that at the time any Supply is made under this Agreement on which GST is imposed they are or will be registered under the GST Law. If the other party requests written evidence and registration, the first party will properly produce evidence satisfactory to the other party of such registration.

11.2 Supply of Treated Stormwater

11.2.1 It is the intention and understanding of the parties that the supply of Treated Stormwater under this Agreement will be GST-free under section 38-285(1) of the GST Law.

11.2.2 If Council determines that it is liable to pay GST on the supply of Treated Stormwater, the provisions of clause 11.1 shall apply.

12. TERMINATION

12.1 Definitions

For the purpose of this clause 12 an “**Event of Default**” occurs if:

12.1.1 either party breaches any of its obligations under this Agreement and/or their respective Safety Reliability Maintenance and Technical Management Plan; or

12.1.2 this Agreement becomes void or unenforceable as against a party in any material respect as a result of an act or omission by that party; or

12.1.3 any representation or warranty made or given by a party is proved to be false, misleading, deceptive, incomplete or inaccurate in any material respect when it is made.

12.2 Default Notices

If an Event of Default occurs, the non-defaulting party may, unless this Agreement expressly prevents it, give the defaulting party not less than 21 days' notice in writing to make good the Event of Default (**Default Notice**).

12.3 Termination for default

If:

12.3.1 at the expiration of the period allowed in a Default Notice, the Event of Default has not been made good; or

12.3.2 the defaulting party commits repetitive Events of Default relating to the same or substantially the same breach (whether or not any Event of Default is rectified) so that its performance of its obligations under this Agreement is materially affected,

the defaulting party will be conclusively deemed to have committed a material breach of this Agreement and the non-defaulting party may then immediately terminate this Agreement by notice in writing to that effect.

12.4 Sale of Pipeline System

Subject to any applicable Legislation (including the Local Government Act 1999), If Council wishes to sell the Pipeline System, it shall give the Customer the first right of refusal to purchase on reasonable market terms.

13. INSURANCE

13.1 During the Term:

13.1.1 the Customer must, at the Customer's expense, take out public liability insurance for a minimum of \$~~4~~20 million; and

13.1.2 Council may request that the Customer increase the value of their Public Liability Cover at the following intervals:

13.1.2.1 At five yearly intervals from the Commencement date of this agreement,

13.1.2.2 from the date the Customer chooses to exercise its right of renewal under clause 7 of this agreement; and

13.1.2.3 five years from the date the Customer chooses to exercise its right of renewal under clause 7 of this agreement.

13.1.3 Should Council request that the Customer increase the value of the Public Liability cover, the Customer must give the Council's request reasonable consideration and such request must not be unreasonably refused.

13.2 The Customer must:

13.2.1 ensure that the policy provides for the payment of the insured amount for any one event and not for the aggregate of claims under the policy;

13.2.2 on demand deliver to Council a copy of the policy of such insurance; and

13.2.3 on demand produce to the Council a copy of the certificate of currency of such insurance.

13.3 The Customer must not do anything which may cause the insurance policy to become ineffective.

13.4 If the Customer does not take out and maintain insurance in accordance with this clause, Council may (but is not obliged to) pay the premium for that insurance. The Customer must, on demand, reimburse Council for the premium payable on that insurance.

14. FORCE MAJEURE

14.1 Effect

The obligations of a party directly affected by Force Majeure and any corresponding entitlement of any other party will be suspended to the extent and for so long as the performance of the affected party's obligations are prevented or delayed by Force Majeure.

14.2 Notification

The affected party must notify the other party if Force Majeure is preventing it from complying with any of its obligations as soon as practicable of it becomes becoming aware of Force Majeure.

14.3 Obligation to Recommence Performance

The affected party must:

14.3.1 use its best-reasonable endeavours to work around or overcome the effect of Force Majeure;

14.3.2 keep the other party informed of the continuation and expected duration of Force Majeure and of measures taken to comply with this clause; and

14.3.3 recommence performance of its obligations as soon as possible without delay after Force Majeure has ceased to exist.

15. MISCELLANEOUS

15.1 Governing Law

This Agreement is governed by the law of South Australia.

15.2 Further Assurances

Each party must, at its own expense, do all that is reasonably necessary to give effect to this Agreement.

15.3 Counterparts

This Agreement may be executed in counterparts, each of which will be treated as an original, but which will constitute one and the same instrument.

15.4 Amendments

No amendment of, nor addition to, this Agreement is binding unless it is in writing and executed by the parties to this Agreement.

15.5 Confidentiality

15.5.1 Subject to clause 15.5.2, each party must keep confidential the terms of this Agreement and all negotiations between it and the other party in connection with, and all information given to it under, this Agreement.

15.5.2 The Customer acknowledges that Council is subject to the Freedom of Information Act 1991 (SA) and that this Agreement or documents relating to this Agreement may become the subject of an application under that Act and access to them may need to be given to a third party in accordance with that Act. Council has no liability to Enwave whatsoever for giving access to a document in accordance with the Freedom of Information Act 1991 (SA).

15.6 Assignment and novation

If Council divests of the Pipeline System to a third party, Council may assign or novate this Agreement to such third party with the Customer's prior consent, which shall not be unreasonably withheld or delayed.

SIGNED as an agreement

Signed for **CITY OF MARION** by its
authorised delegate in the presence of:

.....
Signature of witness

.....
Signature of authorised delegate

.....
Name of witness (print)

.....
Name of authorised delegate (print)

.....
Position of authorised delegate

Executed by Enwave Tonsley Pty Ltd in
accordance with section 127 of the Corporations Act
2001 (Cth) by:

Director signature

Director/Secretary signature

Director full name
(BLOCK LETTERS)

Director/Secretary full name
(BLOCK LETTERS)

Signed for **ENWAVE TONSLEY PTY
LTD** by its authorised representative:

.....
~~Signature of Duly Authorised Officer~~

.....
~~Name of Duly Authorised Officer~~

~~Annexure S~~Annexure A Supply Rates

Fees will be calculated using the tiered pricing structure outlined in the table below on the (annual) Billing Period Volumetric Usage

Annual Volume of water purchased by Enwave	First 60 ML	Above 60 ML and up to 120 ML	Above 120 ML and up to 180 ML	Above 180 ML
Supply Rates \$/kL	██████	██████	██████	██████
Council prices shown in 2018 dollars Council Price will be adjusted annually based on the movement of the Adelaide All Groups Consumer Price Index Annual CPI escalation				

ML = mega litres (one million litres of water)

kL = kilo litres (one thousand litres of water)

The above pricing structure will be reviewed periodically and at least every 5 years in line with reviews under the ESCOSA process or other relevant SA government water policy initiatives. Should higher input costs (including higher Supply Rates) for supply or higher sell price be allowed, then the Customer will enter good faith negotiations with the Council with a view to amend the Supply Rates.

~~Annexure T~~ Annexure B Billing Period

<u>Commencement Date: Annual Billing</u>	Invoice Details by Scheme
01 July to 30 June	15 October (for the 1 July - 30 September quarter) Volumetric Usage
	15 January (for the 1 October – 31 December quarter) Volumetric Usage
	15 April (for the 1 January – 31 March quarter) Volumetric Usage
	15 July (for the 1 April – 30 June quarter) Volumetric Usage

~~Annexure U~~ Annexure C Total Volume

Total Volume: **Up to a maximum volume of 250 ML pa with a peak instantaneous flow not to exceed 18 L/s**

~~Annexure V~~Annexure D Customer Premises

~~Annexure W~~Annexure E **Renewal Term**

The Renewal Term for this Agreement is: 50 years from the Expiry Date.



Works Approval No. 50499

CORPORATION OF THE CITY OF MARION

237-265 Oaklands Road, OAKLANDS PARK SA 5046 and
120B Hendrie Street, PARK HOLME SA 5043

ISSUED:

20 Jul 2018

EXPIRY:

30 Jun 2019

ACN:

Environmental Authorisation
under Part 6 of the
*Environment Protection
Act 1993*

**South Australian
Environment
Protection Authority**
GPO Box 2607
Adelaide SA 5001
Tel: 08 8204 2004

EPA

Environment Protection Authority

APPROVAL NUMBER: 50499

APPROVAL DETAILS

Approval Holder: CORPORATION OF THE CITY OF MARION

Premises Address(es): 237-265 Oaklands Road, OAKLANDS PARK SA 5046
and

120B Hendrie Street, PARK HOLME SA 5043

The Holder is hereby granted an Environmental Authorisation in the form of a Works Approval, subject to the conditions set out in this Authorisation.

PRESCRIBED ACTIVITIES

4(2)(c) Discharge during the licence period of stormwater to underground aquifers from a stormwater drainage system situated in metropolitan Adelaide—

TERMS OF APPROVAL

Commencement Date: 20 Jul 2018

Expiry Date: 30 Jun 2019

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What is an EPA Works Approval?

A works approval is an environmental authorisation required under Section 35 of the [Environment Protection Act 1993](#) and is required when works are being carried out for either:

- The construction or alteration to building or structures used for a prescribed activity of significance.
- The installation or alteration of plant or equipment used for a prescribed activity of significance.

What is the purpose of a Works Approval?

It provides an opportunity for the EPA to undertake of an environmental assessment and determine the planning and construction requirements that must be completed prior to the EPA considering a licence application. A works approval is similar to that of a development approval and only required when the requirements of the Development Act 1993 do not apply.

Compliance with the Works Approval

It is serious offence to breach an Environmental Authorisation and could result in a maximum fine of \$120,000 for bodies corporate. It is also an offence to provide false or misleading information and can result in a maximum fine of \$60,000 for bodies corporate.

The EPA also uses a number of enforcement tools to manage non-compliance with authorisation conditions in accordance with the [Compliance and Enforcement Guideline](#). The EPA can vary the conditions of this authorisation in accordance with section 45 of the Act. This authorisation can be suspended, cancelled or surrendered during the term of the licence in accordance with sections 55 and 56 of the Act.

Incident notification

The Authorisation Holder must report to the EPA (on EPA emergency phone number 1800 100 833) all incidents causing or threatening serious or material environmental harm, upon becoming aware of the incident, in accordance with section 83 of the Act. In the event that the primary emergency phone number is out of order, the Authorisation Holder should phone: (08) 8204 2004.

Responsibilities under Environment Protection Legislation

The Authorisation Holder must be aware of and comply with their obligations under;

- The *Environment Protection Act 1993*;
- The *Environment Protection Regulations 2009*;
- The Environment Protection Policies made under the *Environment Protection Act 1993*;
- The requirements of any National Environment Protection Measure which operates as an Environment Protection Policy under the *Environment Protection Act 1993*;

Public Register Information

The EPA maintains a Public Register that is available to the public. Information maintained includes issued Environmental Authorisations (Licences, Exemptions & Works Approvals), Emergency Authorisations and various submitted Applications. Should the conditions of an Environmental Authorisation require that the Holder submit a report or other information to the EPA, then that submitted information is made available on the Public Register subject to commercial confidentiality. Endorsed Public Register information may be available on the EPA website.

Definitions

Unless the contrary intention appears, terms used in this works approval that are defined in the Act (including any regulations or environment protection policies made pursuant to the Act) have the respective meanings assigned to those terms by the Act.

THE ACT: The *Environment Protection Act 1993*

PREMISES: The whole of the land comprised in Titles Register - Certificate of Title, Crown Lease and Crown Record.

CR6131/189

CR5877/926

CR5754/525

ENVIRONMENTAL HARM: means the same as is defined in section 5 of the Environment Protection Act 1993.

WASTE: As defined under the Environment Protection Act 1993, Waste means -

(a) any discarded, rejected, abandoned, unwanted or surplus matter, whether or not intended for sale or for recycling, reprocessing, recovery or purification by a separate operation from that which produced the matter; or

(b) anything declared by regulation (after consultation under section 5A) or by an environment protection policy to be a waste, whether of value or not.

Acronyms

EPA: means Environment Protection Authority

Conditions of Works Approval

Pursuant to section 40 of THE ACT, a works approval is granted subject to the following conditions:

This Works Approval refers to the Corporation of the City of Marion's application to undertake works to increase the injection capacity of the Oaklands Park Managed Aquifer Recharge Scheme to 700ML per annum

1 ADMINISTRATION

1.1 ANNUAL RETURN AND PAYMENT OF ANNUAL FEES (W - 4)

For the purposes of section 48(2)(a) of the Act, the date in each year for the lodgement of the Annual Return is no later than 90 days before the anniversary of the grant or renewal of the Works Approval; and

For the purposes of section 48(2)(b) of the Act, the date in each year for the payment of Annual Authorisation Fee is the anniversary of the grant of the Works Approval.

1.2 APPROVAL OF OPERATING PROCESSES (W - 1)

The Works Approval Holder must not undertake changes to operating processes conducted pursuant to the Works Approval at the Premises without written approval from the EPA, where such changes:

- 1.2.1 have the potential to increase emissions or alter the nature of pollutants or waste currently generated by, or from the prescribed activity; or
- 1.2.2 have the potential to increase the risk of environmental harm; or
- 1.2.3 would relocate the point of discharge of pollution or waste at the Premises.

1.3 CHANGE OF LICENSEE DETAILS (W - 2)

If the Works Approval Holder's name or postal address (or both) changes, the Works Approval Holder must inform the EPA within 28 days of the change occurring.

1.4 OBLIGATIONS TO EMPLOYEES, AGENTS AND CONTRACTORS (W - 3)

The Works Approval Holder must ensure that every employee, agent or contractor responsible for undertaking any activity regulated by the Works Approval, is informed as to the conditions of the Works Approval.

2 CONDITIONS OF WORKS APPROVAL

2.1 CONSTRUCTION OF PROPOSED WORKS (W - 13)

The Works Approval Holder must ensure that the works are undertaken in accordance with the plans and proposals supplied within the works approval application, unless otherwise approved in writing by the EPA.

ATTACHMENTS

There are no documents attached to this licence.

NATURAL RESOURCES MANAGEMENT ACT 2004

Notice of Authorisation to Take Water from the Central Adelaide Prescribed Wells Area

Ref. 255320

PURSUANT to Section 128 of the *Natural Resources Management Act 2004* (the Act), I, David Speirs, Minister for Environment and Water (the Minister) in the State of South Australia and the Minister to whom the Act is committed, hereby authorise the City of Marion ('the water user') to take water from the Central Adelaide Prescribed Wells Area from the prescribed wells specified in Schedule A, for the purpose set out in Schedule B and subject to the conditions specified in Schedule C.

SCHEDULE A

Prescribed Wells

Well unit numbers 6628-26733, 6628-26731, 6628-26735, 6628-26025 and 6628-7944.

SCHEDULE B

Purpose

For irrigation within the City of Marion and commercial use including delivery to the Tonsley Innovation District, in association with the Oaklands Park Managed Aquifer Recharge and Recovery scheme.

SCHEDULE C

Conditions

1. Water may only be taken from the date of publication of this notice until 30 June 2037.
2. A total maximum volume of up to:
 - a. 266,000 kilolitres in the 2018-19 water use year (maximum 53,000 kilolitres per annum per well, 5 wells in total), and
 - b. 300,000 kilolitres in the 2019-20 water use year (maximum 60,000 kilolitres per annum per well, 5 wells in total), and
 - c. 333,000 kilolitres in the 2020-21 water use year, (maximum 56,000 kilolitres per annum per well, 6 wells in total), and
 - d. 367,000 kilolitres in the 2021-22 water use year, (maximum 61,000 kilolitres per annum per well, 6 wells in total), and
 - e. 400,000 kilolitres in the 2022-23 water use year, (maximum 57,000 kilolitres per annum per well, 7 wells in total), and
 - f. 433,000 kilolitres in the 2023-24 water use year, (maximum 62,000 kilolitres per annum per well, 7 wells in total), and
 - g. 467,000 kilolitres in the 2024-25 water use year, (maximum 67,000 kilolitres per annum per well, 7 wells in total), and
 - h. 500,000 kilolitres in the 2025-26 water use year, (maximum 71,000 kilolitres per annum per well, 7 wells in total), and
 - i. 533,000 kilolitres in the 2026-27 water use year, (maximum 76,000 kilolitres per annum per well, 7 wells in total), and
 - j. 567,000 kilolitres in the 2027-28 water use year, (maximum 81,000 kilolitres per annum per well, 7 wells in total), and

- k. 600,000 kilolitres in the 2028-29 water use year, (maximum 86,000 kilolitres per annum per well, 7 wells in total), and
- l. 633,000 kilolitres in the 2029-30 water use year, (maximum 90,000 kilolitres per annum per well, 7 wells in total), and
- m. 667,000 kilolitres in the 2030-31 water use year, (maximum 95,000 kilolitres per annum per well, 7 wells in total), and
- n. 700,000 kilolitres in the water use years 2031-32, 2032-2033, 2033-2034, 2034-2035, 2035-2036 and 2036-2037, (maximum 100,000 kilolitres per annum per well, 7 wells in total),

may be taken during the period referred to in condition 1 above.

- 3. The water user must not take water except through a meter(s) supplied, installed and maintained in accordance with the South Australian Licensed Water Use Meter Specification approved by the Minister as may be amended from time to time.
- 4. Meter readings must be used to determine the quantity of water taken from each well.
- 5. The water user must measure and record, at least once during each calendar month, at the same time during each calendar month:
 - a. meter readings for each of the wells in Schedule A;
 - b. extraction volumes; and
 - c. groundwater water level and salinity values.
- 6. The water user must provide the data collected in the form of an annual report in accordance with Condition 5 to the Minister's representative prior to the end of July each year in the form specified by the Minister's representative.

The form is to be found at:

<http://www.environment.sa.gov.au/files/sharedassets/public/water/managed-aquifer-recharge-annual-reporting-template-multiple-gen.xlsx>

- 7. The water user must comply with all measuring, monitoring and recording requirements as specified in the Managed Aquifer Recharge Risk Management and Monitoring Plan ('the Plan') as approved by the Minister's representative and as amended from time to time; and at the times and in the manner required by the Plan. The Plan must be submitted and approved by no later than 1 January 2019.
- 8. The water user must notify the Minister's representative immediately if a meter fails to measure or record any quantity of water taken under this authorisation or if there is any reason to suspect that a meter may be defective.
- 9. The water user must comply with the provisions applying to meters set out in Regulation 14 of the *Natural Resources Management (Financial Provisions) Regulations 2005*. It is an offence to contravene or fail to comply with those provisions.
- 10. The water user may apply for additional injection/extraction wells for the purpose of managed aquifer recharge provided that such wells are completed in the Tertiary limestone aquifer system only and to be located within Certificate of Titles; Volumes and Folios 5877/926, 5102/220, 5754/525 and 6131/189 ("the additional wells"). For the avoidance of doubt, any additional wells installed do not permit the total annual maximum volume or maximum volume per well as provided for in condition 2 above to be exceeded.
- 11. The additional wells can only be installed after first obtaining a permit for well construction pursuant to sections 127 and 135 of the Act and as constructed in accordance with the

General Specifications for Well Construction, Modification and Abandonment in South Australia (or any subsequent or related policy), as provided by the relevant authority.

For the purposes of this authorisation:

Water user' means a person who is authorised to take water pursuant to this notice.

'Water use year' means a period of 12 months commencing on 1 July and ending 30 June the following calendar year.

Words used in this authorisation that are defined in the Act shall have the meanings as set out in the Act.

This authorisation will commence on the date below and will remain in effect until 30 June 2037 unless earlier varied or revoked.

Dated: August 2018

DAVID SPEIRS
MINISTER FOR ENVIRONMENT AND WATER

DRAFT

DEPUTATIONS**Seaview High School Sport Facilities Partnerhsip**

Originating Officer	Elected Member Support Officer - Nakita Van Rooijen
Corporate Manager	Manager Corporate Governance - Kate McKenzie
General Manager	General Manager Corporate Services - Vincent Mifsud
Report Reference:	GC1800814D01

SPEAKER:

Mr Paul Hodgson

ORGANISATION:

President of the Dover Square Tennis Club.

COMMENTS:

Paul Hodgson, has requested to give a five minute deputation to Council relating to the report *Seaview High School Sport Facilities Partnership*.

PETITIONS**CONFIDENTIAL ITEMS****Cover Report - Tonsley Water Agreement**

Originating Officer	Water Resources Coordinator - Glynn Ricketts
Corporate Manager	Manager Engineering and Field Services - Mathew Allen
General Manager	General Manager City Services - Tony Lines
Report Reference	GC180814F01

RECOMMENDATION**That:**

1. Pursuant to Section 90(2) and (3)(b) and (d) of the *Local Government Act 1999*, the Council orders that all persons present, with the exception of the following persons: Adrian Skull, Chief Executive Officer; Vincent Mifsud, General Manager Corporate Services; Abby Dickson, General Manager City Development; Tony Lines, General Manager City Services; Kate McKenzie, Manager Corporate Governance, Jaimie Thwiates, Unit Manager Governance and Records; Victoria Moritz, Governance Officer; Glynn Ricketts, Water Resource Coordinator and Mathew Allen, Manager Engineering and Field Services be excluded from the meeting as the Council receives and considers information relating to the Tonsley Water Agreement, upon the basis that it is satisfied that the requirement for the meeting to be conducted in a place open to the public has been outweighed by the need to keep consideration of the matter confidential on the grounds that the report contains information of a commercial nature and would on balance, be contrary to the public interest.

Tonsley Water Agreement - Confidential

CONFIDENTIAL

Reason For Passing This Resolution:

Local Government Act (SA) 1999 S 90 (2) 3(d) (i) and (ii) : commercial information of a confidential nature (not being a trade secret) the disclosure of which (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and (ii) would, on balance, be contrary to the public interest.

Local Government Act (SA) 1999 S 90 (2) 3(b) (i) and (ii): information the disclosure of which (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is conducting, or proposing to conduct, business, or to prejudice the commercial position of the council; and (ii) would, on balance, be contrary to the public interest.

Cover Report - Service Review - Community Safety Inspectorate

Originating Officer	Unit Manager Community Health and Safety - Sharon Perin
Corporate Manager	Manager Development and Regulatory Services - Jason Cattonar
General Manager	General Manager City Development - Abby Dickson
Report Reference	GC180814F02

RECOMMENDATION**That:**

1. That pursuant to Section 90(2) and Section 90 (3)(a) of the Local Government Act 1999, the Finance and Audit Committee orders that all persons present, with the exception of the following persons: Adrian Skull, Tony Lines, Vincent Mifsud, Abby Dickson, Kate McKenzie, Jason Cattonar, Sharon Perin, Luke Manuel, Jaimie Thwaites and Victoria Moritz be excluded from the meeting as Council receives and considers information relating to the Service Review – Report – Community Safety Inspectorate, upon the basis that Council is satisfied that the requirement for the meeting to be conducted in a place open to the public has been outweighed by the need to keep consideration of the matter confidential given the information, relates to personnel matters.

Service Review – Community Safety Inspectorate**CONFIDENTIAL****Reason For Passing This Resolution:**

Local Government Act (SA) 1999 S 90 (2) 3(a): information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).

Cover Report - Proposed Class Action

Originating Officer	Unit Manager Risk - Sherie Walczak
Corporate Manager	Manager Corporate Governance - Kate McKenzie
General Manager	General Manager Corporate Services - Vincent Mifsud
Report Reference	GC180814F03

RECOMMENDATION

That:

- 1. Pursuant to Section 90(2) and (3)(d) of the *Local Government Act 1999*, Council orders that all persons present, with the exception of the following persons: Adrian Skull, Chief Executive Officer; Vincent Mifsud, General Manager Corporate Services; Tony Lines, General Manager City Services; Abby Dickson, General Manager City Development; Kate McKenzie, Manager Corporate Governance, Jaimie Thwaites, Unit Manager Governance and Records and Victoria Moritz, Governance Officer be excluded from the meeting as Council receives and considers the letter received from Quinn Emanuel relating to their offer to register to join their class action against Jardine Lloyd Thompson for proposed overcharging of insurance premiums, upon the basis that Council is satisfied that the requirement for the meeting to be conducted in a place open to the public has been outweighed by the need to keep consideration of the matter confidential given the information relates to commercial information the disclosure of which could prejudice the commercial position of Council and would on balance be contrary to the public interest.**

Proposed Class Action

CONFIDENTIAL

Reason For Passing This Resolution:

Local Government Act (SA) 1999 S 90 (2) 3(d) (i) and (ii) : commercial information of a confidential nature (not being a trade secret) the disclosure of which (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and (ii) would, on balance, be contrary to the public interest.

Code of Conduct

CONFIDENTIAL

Reason For Passing This Resolution:

Local Government Act (SA) 1999 S 90 (2) 3(a): information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).

Cover Report - Code of Conduct

Originating Officer	Manager Corporate Governance - Kate McKenzie
Corporate Manager	Manager Corporate Governance - Kate McKenzie
General Manager	General Manager Corporate Services - Vincent Mifsud
Report Reference	GC180814F04

RECOMMENDATION

That:

- 1. Pursuant to Section 90(2) and (3)(a) of the Local Government Act 1999, the Council orders that all persons present, with the exception of the following, Adrian Skull, Chief Executive Officer, Kate McKenzie, Manager Corporate Governance and Jaimie Thwaites, Unit Manager Governance and Records, be excluded from the meeting where the Council will receive and consider information pertaining to the item Code of Conduct upon the basis it is satisfied that the requirements for the meeting to be conducted in a place open to the public has been outweighed by the need to keep consideration other matter confidential on the ground that the report contains information relating to personal affairs.**

Cover Report - Seaview High School Sports Facilities Partnership

Originating Officer	Unit Manager Open Space and Recreation Planning - Victoria Masterman
Corporate Manager	Manager City Property - Carol Hampton
General Manager	General Manager City Development - Abby Dickson
Report Reference	GC180814F05

RECOMMENDATION**That:**

- 1. Pursuant to Section 90(2) and (3)(d) of the Local Government Act 1999, the Council orders that all persons present, with the exception of the following persons: Adrian Skull, Chief Executive Officer; Vincent Mifsud General Manager Corporate Services; Abby Dickson, General Manager City Development; Tony Lines, General Manager City Services; Kate McKenzie Manager Corporate Governance, Jaimie Thwiates, Unit Manager Governance and Records; Victoria Moritz, Governance Officer; Carol Hampton, Manager Land and Property; Victoria Masterman, Unit Manager Open Space and Recreation Planning and Sean O'Brien, Community Facilities Planner be excluded from the meeting as the Council receives and considers information relating to the Seaview High School Facilities Partnership, upon the basis that it is satisfied that the requirement for the meeting to be conducted in a place open to the public has been outweighed by the need to keep consideration of the matter confidential on the grounds that the report contains information of a commercial nature and would on balance, be contrary to the public interest.**

Seaview High School Sports Facilities Partnership - Confidential Appendix**CONFIDENTIAL****Reason For Passing This Resolution:**

Local Government Act (SA) 1999 S 90 (2) 3(d) (i) and (ii) : commercial information of a confidential nature (not being a trade secret) the disclosure of which (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and (ii) would, on balance, be contrary to the public interest.

COMMITTEE RECOMMENDATIONS

CORPORATE REPORTS FOR DECISION

Seaview High School Sport Facilities Partnership

Originating Officer	Community Facilities Planner - Sean O'Brien
Corporate Manager	Manager City Property - Carol Hampton
General Manager	General Manager City Development - Abby Dickson
Report Reference	GC180814R02

REPORT OBJECTIVE

To seek direction from Council on the preferred option for the proposed development of tennis courts and recreational facilities at Seaview High School and the allocation of up to \$37,000 to develop a concept design and cost estimates.

EXECUTIVE SUMMARY

At the 28 February 2017 General Council meeting Council noted the progression of planning for shared use facilities with Seaview High School and requested a further report be developed regarding Council's financial contribution towards the project to be funded from the Community Facilities Partnership Program – Asset Sustainability Reserve (GC280217R06).

Negotiations with the school have identified options for broader use of the school facilities including indoor and outdoor courts, ovals and soccer pitches. With the school committing up to \$500,000 if the project is developed on school land.

Two development options are provided for consideration by Council for the facilities at Seaview High school:

- **Option 1** – is to design and redevelop the courts with lighting, car parking, landscaping and a larger clubroom. This option will enable community access to the school's open space playing fields and courts.
- **Option 2** – is to design and redevelop the courts with lighting, car parking, landscaping and a smaller clubroom. In this option the building will service community and club use of the courts only and not the open space playing fields.

Council's endorsement of Option 1 or 2 and the allocation of up to \$37,000 (to be matched by the school) will enable the development of a concept design, cost estimates, funding model, and a user management agreement.

RECOMMENDATION

That Council:

1. **Endorses Option 1 for the proposed redevelopment of the courts at Seaview High and to build a multi-purpose clubroom to support community use of the courts and playing fields.**

or

Endorses Option 2 for the proposed redevelopment of the courts at Seaview High and to build a small clubroom to support community use of the courts.

- 2. Endorses an allocation of up to \$37,000 for the development a concept design and cost estimates for the preferred option, to be funded in 2018/19 through the budget review process.**
- 3. Notes Seaview High School's contribution of \$37,000 towards the development of a concept design and cost estimates to redevelop the courts and a clubroom.**
- 4. Request a report will be provided to Council on the concept design, cost estimates, funding options and School Access Agreement.**

GENERAL ANALYSIS

Liveable: This project supports Council's objective to make services, facilities and open spaces more accessible

DISCUSSION

The Tennis and Netball Review was presented to Council at its meeting 28 February 2017 (GC280217R06). In line with Council's strategic objectives to improve sporting and recreational facilities, the review addressed both the oversupply of tennis courts and under supply of netball courts across the City. With regard to Seaview High Tennis, Council endorsed the following resolution:

6. Notes the planning for the Seaview High School tennis and netball complex is progressing and a further report will be developed identifying a potential Council contribution to be funded from the Community Facilities Partnership Program – Asset Sustainability Reserve for the proposed development. The report will also identify potential options for the Council owned Tarnham Road site for Council to consider once the school development has been completed.

Meetings have been held with Dover Square Tennis Club to ensure the development will meet the needs of the Club. On the 4 June 2018, the tennis club officially advised Council that they will not be applying to extend the lease of the property at Tarnham Road, Seacombe Heights past June 30, 2018.

The Club advised that due to the poor condition of the playing surface of the tennis courts and increased negative feedback from opposition clubs, the Club deemed the courts are no longer fit for competition tennis. The Club plans to hire alternative courts and Administration are assisting them to relocate. They are currently considering using the Ascot Park courts at Weaver Street.

The Dover Square Tennis Club has indicated in their letter they are still very keen to work closely with the City of Marion and Seaview High School to assist with the proposed rejuvenation of the facilities. Once facilities have been upgraded at either Tarnham Road or the school, they would look to return. The Club will be considering a potential contribution to the project at its upcoming AGM.

Development Opportunities

There are significant periods of time where school buildings, courts and playing fields are not in use, which is the case at Seaview High School.

Discussions with Seaview High School, DECD and DPTI to date have identified the school's facilities offer a range of opportunities for potential shared use by the community beyond tennis and netball, if existing facilities can be brought up to current standards. This may include providing broader community access to:

- ovals (AFL & cricket)
- football (soccer) pitches
- cricket practice facilities (nets)

- meeting/function spaces

The School does not currently support the provision of public toilets in the proposal, raising concerns of potential impacts on the school during and after school hours. The School however, has demonstrated a willingness to consider options.

The School's gymnasium and oval/open space areas already support some community sport including:

- Austral Volleyball Club
- Basketball SA
- Sturt Lions Football Club
- Morphettville Cricket Club
- GKR Karate

The School also hosts some junior league football games for the South Australian National Football League (SANFL). The South Australian Cricket Association (SACA) has also recently provided funds to the school to improve cricket facilities. Further enhancement of the site will enable additional opportunities for community use.

Existing facilities and the provision of open space

There are no community sports grounds in the region between Sturt Road and Majors Road, and there is limited access to outdoor courts. There are eight courts at Tarnham Road and two multi-purpose courts at Sandery Street Reserve.

The only other sports facility provided in the region is the Marion Golf Club which is in need of upgrade.

There is a low percentage of open space available in the City of Marion for community use in the region between Sturt Road and Majors Road. The allocation of open space is provided below as a percentage of total space within the suburb:

- Sturt (2.13%)
- Seacombe (2.91%)
- Darlington and Seacombe Heights (4.78%)
- Dover Gardens (2.93%)
- Seacliff Park and Seaview Downs (2.9%)

However when state government land at O'Halloran Hill is included, the open space area for Seacliff Park and Seaview Downs increases to 25.9%. Appendix 2 to this report provides a map of the open space in the region.

Tarnham Road

Investigations were undertaken on the Tarnham Road site conditions indicating reconstruction of the sub base will be required to develop courts to meet club competition standards. As there is no funding partnership, the option of redeveloping the Tarnham Road site would be the highest cost for Council and therefore not considered a viable option.

Potential options for this site will be considered once the school development has been endorsed.

Future Demand

To inform future facility planning, an assessment of the supply and demand of sports facilities in the south of the City of Marion has been provided as guide (refer Appendix 6). The analysis highlights an under supply of football (soccer), Australian football, cricket and netball facilities in the region. Whilst there is a good supply

of tennis facilities 6 are open community courts and 20 courts support club use. 20 courts equalling the demand for competition courts. The eight club courts at Tarnham Rd are currently in poor condition which has forced the relocation of the club.

Research undertaken by the SANFL indicates the future demand for 16 ovals in the City of Marion by 2031 (refer Appendix 5). Council currently provides seven ovals for Australian Football (AFL). Access to the schools open space areas would enable Council to address the expanding needs of AFL and enable flexible programming options to rotate clubs when turf quality is under pressure.

Cove Football Club (Australian Rules) is continuing to expand. The club is expecting to field 22 teams as well as additional Auskick (junior football program) at the Cove Sports and Community Club. There is potential for the high demand to lead to over use of the oval. The club has also indicated that car parking is already a major issue for the club and additional spaces are needed. The club has indicated that the use of school sites would be a welcomed opportunity if the right infrastructure to support training and games is available.

Football (soccer) facilities are also in high demand and access to the schools open space will provide an additional venue.

Morphettville Cricket Club has utilised the schools oval in recent years as an overflow site. This project also supports the DECD vision of *Schools as Community Hubs*, where public school and preschool facilities are made more accessible and shared across communities. The *Schools as Community Hubs* project seeks to strengthen engagement with families, children, young people and the wider community. Sharing school facilities with the wider community will enhance education and well-being outcomes for children and young people and build connections and opportunities for lifelong learning.

Development Options

To progress the project two options are proposed for Council's consideration (for further detail refer Appendix 1). A confidential report is included in the agenda providing indicative high level costs for the tow options below:

Option 1 - Seaview High redevelop courts and build a multi-purpose clubroom

- New large clubroom compliant for use by football, soccer, cricket and tennis
- 4 new compliant tennis courts
- 2 new multi-purpose courts
- New LED court lighting
- Additional car parking
- Landscaping
- New fencing and retaining walls
- Removal of existing courts

This option would enable community and club use of the school courts and playing fields.

Pros:

- Access to all school facilities provides the greatest range of opportunities for the community, school and Council.
- Potential to increase the number of project partners and funding opportunities by developing a stronger business case.

Cons:

- Highest cost.
- Coordination of multiple project partners and funding opportunities may impact delivery and timing of the project.

Option 2 - Seaview High redevelop courts and build small clubroom

- New small clubroom compliant for use by tennis
- 4 new compliant tennis courts
- 2 new multi-purpose courts
- New court lighting
- New car parking
- Landscaping
- New fencing and retaining walls
- Removal of existing courts

Pros:

- Smaller project requires lower level of investment.

Cons:

- No facilities to support the use of the open space playing fields.

Site Constraints

Geotech assessments have been undertaken at Seaview High School to guide high level cost estimates provided in Appendix 1 with the key considerations provided below:

- Investigations indicate existing uncontrolled fill and topsoil will need to be removed from the site prior to constructing footings or reconstructing courts.
- To achieve compliant court size the retaining walls would need to be removed and replaced.

The next step is to determine which option is to be progressed and to undertake detailed designs and determine costs.

Funding Commitments and Opportunities

Seaview High School have indicated they will contribute up to \$500,000 if the project is on school property and Council contributes matched funds.

Council's contribution to develop a concept design and cost estimates for the Seaview High School site would be \$37,000, with funds matched by the School.

Should Council endorse a preferred option, a concept design and cost estimates will be developed and a report provided to Council with this information, including funding options.

This would enable the School and Council to progress funding opportunities. An application to the Office for Recreation, Sport and Racing, Community Recreation and Sport Facilities Program and the Tennis Australia National Court Rebate Program seeking funding would be progressed in the first half of 2019.

The Office for Recreation and Sport has indicated that funding options are available to schools for projects that support community recreation and sport through the Community Recreation and Sport Facilities Program.

The SANFL have provided a letter of support for the project (refer to Appendix 4) and indicated there may be opportunities to seek funding through the AFL grants program.

Tennis Australia has provided a letter of support (refer Appendix 3), potential funding through the Tennis Australia Court Rebate Program may be available.

The Cove Football Club have provided a letter of support (refer Appendix 7).

Cricket Australia have provided a letter of support (refer Appendix 8)

If fully funded, detailed design and construction would commence late 2019

School Access Agreement

Once the preferred option is determined an overarching management agreement will be required between the School and Council to support the community and club use of the site. To date no formal agreement has been developed.

The agreement will need to consider a range of issues which include:

- governance structure and operations; develop an agreed understanding of the objectives and management of the partnership
- facilities must meet 'minimum standard' and be 'fit for community use'
- the responsibilities for the management of the facility must be clearly defined.
- the hours for community access to the school facility should be clearly defined, e.g. outside of school hours, school holiday periods.
- consideration be given to including an agreed annual fee or 'in kind' contribution from Council to assist with maintenance and administrative costs associated with the management of the facilities.
- The responsibilities for 'day to day' maintenance of the facility should be stated. This includes maintenance of outdoor courts and playing surfaces, cleaning and maintenance of amenities.
- Details of appropriate public liability insurance to protect the school from any incidents that relate to the duty of care of the school.
- Specific requirements for public liability insurance for all other parties (e.g. user groups, Council) should also be stated.

This agreement can be progressed concurrently while concept plans are under development. An agreement will need to be in place prior to the funding submission to ORSR.

Attachment

#	Attachment	Type
1	Seaview Highschool - Distance to Open Space	Image File
2	Seaview High School Options Analysis Appendix 1	MS Word File
3	Tennis SA letter of Support	PDF File
4	SANFL Letter Of Support	PDF File
5	Marion Council Gap Analysis - SANFL Demand for new ovals	PDF File
6	Cove FC Letter of support	PDF File
7	City of Marion Facility Needs - Demand and Supply	MS Word File
8	SACA Letter of Support - Seaview High School	PDF File



Seaview Highschool, Seaview Dov
Distance to Surrounding Open Sp

Seaview High School Development Options

Site	Proposed Development	Pros	Cons
Option 1 Seaview High School with large clubroom access to ovals and courts	<ul style="list-style-type: none"> Removal of existing courts and retaining walls New large clubroom compliant for use by football, soccer, cricket and tennis 4 new compliant tennis courts 2 new multi-purpose courts New court lighting Additional car parking Landscaping New fencing and retaining 	<ul style="list-style-type: none"> Shared school and community facilities This option supports widest range of opportunities for community use May provide council with flexible programming of oval space to improve turf maintenance of other sites. Council is not the asset owner Supports the school as a community hubs project School is contributing up to \$500,000 Maybe able to attract other funding and partnerships e.g. ORS, Tennis and AFL Opportunity to use all of the school open space 	<ul style="list-style-type: none"> Council has no rights over the facility if the school is closed in the future Planning process and development could take time
Option 2 Seaview High School with small clubroom access to courts	<ul style="list-style-type: none"> Removal of existing courts and retaining walls New small clubroom compliant for use by tennis 4 new compliant tennis courts 2 new multi-purpose courts New court lighting Additional car parking Landscaping New fencing and retaining walls 	<ul style="list-style-type: none"> Shared school and community courts Council is not the asset owner Supports schools as community hubs project School is contributing up to \$500,000 Maybe able to attract other funding e.g. ORS 	<ul style="list-style-type: none"> Council has no rights over the facility if the school is closed in the future Planning process and development may take some time Access to only the outdoor courts



25 July 2018

Sean O'Brien
Community Facilities Planner
City of Marion

Tennis SA
War Memorial Drive
North Adelaide SA
PO Box 43
North Adelaide SA 5006
T +61 8 7224 8100
F +61 8 8212 6518
www.tennis.com.au/sa

Dear Sean

Re: Letter of Support – Seaview High School Sporting Facilities Upgrade

This is a letter of support for the City of Marion proposal to upgrade sporting facilities at the Seaview High School, which is a key outcome from the City of Marion's *"Tennis and Netball Strategic Plan (2016)"*.

Tennis SA worked closely with the City of Marion to complete the Plan which included the upgrade of tennis courts at Seaview High School for the use by the Dover Square Tennis Club, an affiliated club of Tennis SA. The club services the local community by offering tennis opportunities across the entire population spectrum, including male and female juniors and seniors, as well as competitive and social levels of participation.

We warmly welcome the proposal to undergo a facility upgrade in order to provide a safe, quality playing environment to service the students, club's membership base and the local community.

This project meets the priorities of Tennis SA through our Places to Play Strategic Plan, which are:

1. Improve the quality of existing facilities
2. Enhance our partnerships
3. Develop hierarchy spread across SA that meet regional and local needs
4. Plan and develop new facilities in major growth areas, schools and community spaces

On behalf of Tennis SA I would like to extend our warm support for this project and will assist the City of Marion where necessary as we recognise the significance of the project and the role the club plays within servicing their community.

Yours sincerely

Brett Hidson
General Manager, Venues and Government Relations



Sean O'Brien
Community Facilities Planner
City of Marion
935 Marion Road
Mitchell Park, SA, 5043

South Australian
National Football League Inc.
ABN 59 518 757 737

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Level 2, Riverbank Stand,
Adelaide Oval, War Memorial Drive,
North Adelaide SA 5006

Postal Address
PO Box 606 Tynte Street,
North Adelaide SA 5006
T 08 8424 2200
W sanfl.com.au

MAJOR PARTNER



Re: SANFL Letter of Support for Seaview High Project

SANFL support Marion City Council's proposal to upgrade sporting facilities at Seaview High as it has a direct correlation with Goal 1 of the SANFL Strategic Facilities Plan - "Improve the quality of existing facilities to support the health and growth of football".

In South Australia participation in Australian Rules Football has increased significantly, especially in the women's game with over 620% growth since 2016. With a growing participation base, SANFL are committed to partnering with Local Government Councils and the Education Department to identify usable spaces to support junior football. Suitable tenure to school facilities will enable us to establish sustainable junior cubs, which in turn, will support a wider range of young South Australians to experience the benefits of participation in football.

I welcome the opportunity to work with Seaview High project stakeholders to plan and deliver facilities that meet the needs of the local community from a design, quality, cost and project delivery perspective.

I would also be willing to partner with Marion City Council to identify future funding opportunities through the State Government and AFL as they arise.

Thank you for your ongoing support to our great game.

Kind Regards,

A handwritten signature in blue ink, appearing to read 'Casey Grice'.

Casey Grice
Planning and Infrastructure Manager

Sean O'Brien
Community Facilities Planner
City of Marion



PO Box 21
Oakland Park 5046

Dear Sean

Re: Letter of Support — Seaview High School Sporting Facilities Upgrade

This is a letter of support for the City of Marion proposal to upgrade sporting facilities at the Seaview High School.

Cove FC is the primary football (soccer) club in the southern area of the City of Marion. Football has experienced unprecedented growth in participation numbers across all age groups over the last decade. There is simply not enough playing facilities available in the southern area of Marion for individuals to participate, and large numbers of potential players are currently being turned away by the club as we are unable to accommodate them.

The club has used the schools facilities in the past however due to the lack of change rooms has been forced to move to sites further away from the clubs home base at Cove Sports and Community Club.

The Seaview High School provides a significant open space area that could potentially provide our club with a new site to cater for new teams.

We warmly welcome the proposal to undergo a facility upgrade in order to provide a safe, quality playing environment to service the students, club's membership base and the local community.

Regards

Leo De Pretis

Chairman
The Cove FC



SACA
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CRICKET ASSOCIATION LTD.
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8 August 2018

Mr Sean O'Brien
Community Facilities Planner
City of Marion
PO Box 21
OAKLANDS PARK SA 5046

Dear Sean

Re: Letter of Support for Seaview High School Sporting Facilities

As the peak body for cricket in South Australia, the South Australian Cricket Association (SACA) wishes to express support for the proposed Seaview High School sporting facilities upgrade.

The school provides a Special Interest Sport (SIS) program offering a specialised cricket 'strand' for both male and female students. This SIS program aims to create pathways to tertiary education in the broad area of physical activity and provides community links to local cricket clubs and state/national representation.

The school has recently received a grant through the National Community Facility Funding Scheme for the upgrade of their practice net facility to support the growth of cricket participation and support this SIS program.

The SACA strongly believes that the provision of quality facilities is critical in providing a positive environment for participants to develop their skills and contributes significantly to attracting and retaining players and volunteers in sporting activities.

Cricket Australia has recently completed a National Facilities Audit which indicates the City of Marion will need an additional 2 cricket ovals over the next 10 years. This may include the potential use of underutilised school sites if available.

We believe the City of Marion's proposal to upgrade sporting facilities at the school will assist to meet the following strategic objectives:

South Australian Cricket Association Strategic Plan 2017-2022

- Be the leading sport for women and girls
- Number 1 for participation and fans and will transform junior cricket to be the number 1 sport for all children in Australia
- Number 1 for teams in Australia in all competitive formats, female and male

The South Australian Cricket Association is pleased to provide support to this project and would welcome the opportunity to work with project stakeholders to plan and deliver facilities that meet the needs of the local community.

Regards,

Alicia Clutterham
State Infrastructure Manager
South Australian Cricket Association | Community Cricket
Level 2 Riverbank Stand, Adelaide Oval
War Memorial Drive, North Adelaide SA 5006
Direct: +61 8 8300 3201 | Fax: +61 8 8231 4346 | Mobile: 0422 110 153 Email:
alicia.clutterham@cricket.com.au | Web: www.cricketsa.com.au



MAJOR SPONSOR OF CRICKET IN SOUTH AUSTRALIA



Implementation of the Natural Landscape Design and Maintenance Guidelines at Bandon Terrace Reserve

Originating Officer	Acting Open Space and Recreation Project Officer - Joanne Reid
Corporate Manager	Manager City Property - Carol Hampton
General Manager	General Manager City Development - Abby Dickson
Report Reference	GC180814R03

REPORT OBJECTIVE

For Council to consider a draft concept plan for the pilot application of the Natural Landscape Design and Maintenance Guidelines at Bandon Terrace Reserve, for consultation, detailed design and construction. Should Council wish to progress the project additional of funding of up to \$55,500 is required to deliver the project within the playground upgrade.

EXECUTIVE SUMMARY

Council endorsed Bandon Terrace Reserve as a pilot site to implement the Natural Landscapes Design and Maintenance Guidelines (NLDMG), with costings to be presented to Council as part of the design for consideration.

To implement the NLDMG there will be a significant reduction in the amount of irrigated grass in the reserve. A draft concept plan has been prepared for consultation with the community. The plan presents the alternative treatments to the landscape to minimise irrigation in low use and passive recreation areas, referred to as "natural landscaping areas" in Council's Open Space Policy.

Council's endorsement of up to \$55,500 will enable the implementation of the NLDMG at Bandon Terrace Reserve to be undertaken concurrently with the playground upgrade scheduled for construction in the 2018/19.

RECOMMENDATION

That Council:

- 1. Endorses the draft concept plan for Bandon Terrace Reserve (Appendix 1) for consultation, detailed design and construction noting the plan reflects the Natural Landscape Design and Maintenance Guidelines.**
- 2. Endorses the allocation of up to \$55,500 to implement the Natural Landscape Design and Maintenance Guidelines at Bandon Terrace Reserve, to be funded in 2018/19 through savings identified in the second 2018/19 Budget Review process.**
- 3. Endorses an allocation of \$5,000 p.a. for operating and maintenance and \$2,014 p.a. for renewal/depreciation for the Natural Landscape Design and Maintenance Guidelines at Bandon Terrace Reserve within the Long Term Financial Plan.**

GENERAL ANALYSIS

Valuing Nature:	V3 We will operate more efficiently and sustainably in terms of energy and water use, using the best technologies and methods to be as self-sufficient as possible.
Current Budget Allocation	Funds are available to alter the irrigation at the reserve, however there is no current budget allocation for the implementation of the project.

DISCUSSION

At the 25 July 2017 General Council Meeting (GC250717R14), Council endorsed Bandon Terrace Reserve as a pilot application of the Natural Landscape Design and Maintenance Guideline (NLDMG):

That Council:

6. Endorses the pilot application of the Natural Landscapes Design and Maintenance Guideline as part of the Bandon Terrace Reserve development, with costings to be presented to Council as part of the design, for consideration in the 2018/19 budget;

Draft Concept Plan – Bandon Terrace Reserve NLDMG

The draft concept design (refer Appendix 1) for the application of the NLDMG proposes the redevelopment of approximately 10,000m² of irrigated turf to natural landscaping treatments, delivering cost savings estimated at \$35,000 per annum from the irrigation budget. The extent of works includes:

- Preparation and installation of approximately 4000m² of mulched garden beds around the existing trees.
- Preparation and installation of approximately 1000m² of non-irrigated amenity planting including new garden beds west of the basketball court to prevent balls rolling down the hill.
- Regrading of the south eastern section of the reserve to improve the usability of the space.
- Site preparation works and reseeding of 5000m² of grassed area north-west and south-east of the playground with a native grass (most likely Wallaby Grass).
- Retain approximately 3000m² of irrigated grass around the playground area.

The playground at Bandon Reserve is being upgraded in 2018/19, at the same time the NLDMG will be implemented in the surrounding reserve. During the consultation phase for the playground design there was some concerns raised with the proposed treatment of the surrounding reserve. This feedback has been considered and the design changed to alleviate some of the concerns raised by residents.

Next Steps

It is recommended that further consultation be undertaken with the community as this is a pilot project to ensure any concerns or potential risks are mitigated.

It is proposed, a survey be placed on Council's website, "Making Marion" and surrounding residents be invited to complete a survey within a 21 day period commencing in late August.

The outcomes of the consultation will be considered and a final concept plan will be prepared and distributed to Ward Members to enable any final feedback before publishing the final plan on Making Marion and commencing construction. Elected Members will be advised through a report to Council if feedback from the community proposes major changes to the design or project costs.

Construction will be coordinated with the planned upgrade of the Bandon Terrace Playground which is a neighbourhood level, this is scheduled to be completed by June 2019.

Financial Implications

At the 25 July 2017 General Council Meeting (GC250717R14), Council allocated funds to apply the NLDMG at Pavana Reserve and Robinson Reserve with costings for Bandon Terrace Reserve to be presented to Council as part of the design, for consideration in the 2018/19 budget.

It is estimated the implementation of the Bandon Terrace Reserve will cost up to \$55,500, with the following breakdown:

Estimate of Costs

Preliminaries (Temp fencing)	\$ 1,500
Pilot site and spot monitoring	\$ 1,500
Site preparation	\$ 12,000
Mulch around trees	\$ 24,000
Non-irrigated amenity planting	\$ 7,500
Native grass seeding	\$ 9,000

Total Cost \$ 55,500

It is proposed the allocation of up to \$55,500 to implement the Natural Landscape Design and Maintenance Guidelines at Bandon Terrace Reserve, be funded in 2018/19 through savings identified in the second 2018/19 Budget Review process.

The savings achieved through the reduction in irrigation at Bandon Terrace in 2018/19 will be returned to general revenue.

An annual operating and maintenance budget of \$5,000 p.a will be required to cover additional costs of weeding, mulch replenishment and pruning of garden beds and \$2,014 p.a. for renewal/depreciation.

Ongoing annual savings are outlined below:

Reduction in irrigation costs	- \$35,000 p.a.
Maintenance and operating costs	\$ 5,000 p.a.
Renewal/depreciation	\$ 2,014 p.a.
Total savings	\$27, 986 p.a.

The cost of implementing the Natural Landscape Design and Maintenance Guidelines at Bandon Terrace Reserve will be offset by savings within 2 years.








Where possible, existing resources are being used to deliver the project. A community planting event may be considered to offset some of the planting costs, if there is interest.

Attachment

#	Attachment	Type
1	Appendix 1 Bandon Terrace Reserve Natural Landscaping Treatment Plan	PDF File



KEY

-  Existing trees
-  Typology 1 - Mulched beds under established trees
-  Typology 2 - Non-irrigated amenity planting
-  Typology 3 - Native grass landscape area (maintained short)
-  Typology 4 - Dry Turf
-  Irrigate garden beds
-  Irrigated lawn

Meals on Wheels Edwardstown Lease

Originating Officer	Property Leasing Officer - Chloe McDonald
Corporate Manager	Manager City Property - Carol Hampton
General Manager	General Manager City Development - Abby Dickson
Report Reference	GC180814R04

REPORT OBJECTIVE

The objective of this report is for Council to consider Edwardstown Edwardstown Meals on Wheels request for a 5 year lease term with an option to renew for a further 5 years and to determine an annual fee.

EXECUTIVE SUMMARY

Meals on Wheels (MoW) are a long-standing community service provider to the local community supplying meals to community members in Hallett Cove, Edwardstown and Warradale.

MoW occupy facilities that they purpose built at their expense on community land managed by Council. They have continued to fund all maintenance and improvements since the facilities were built.

As set out in Council's Leasing and Licensing Policy, where a building is acquired by or gifted to Council consideration will be given to the terms of this arrangement when determining the annual fee. In this situation a contribution to the ongoing repairs, maintenance and renewal costs will be considered when determining the annual fee to ensure alignment with the market rate and subsidy.

During the consultation phase for the Leasing and Licensing Policy of Council Owned Properties MoW advised that the proposed fees would have a considerable impact on their organisation.

Due to the MoW facilities being purpose built and maintained by the organisation, we recommend applying the minimum fee of \$300 per annum plus GST for Edwardstown MoW. It is recommended that when the leases for Hallet Cove and Warradale are renewed that the minimum annual fee should be considered.

MoW have also requested a 5 year lease term with a right of renewal for a further 5 years for their Edwardstown facility.

RECOMMENDATION

That Council:

- 1. Endorses entering into a 5 year lease with a 5 year option with the Edwardstown Meals on Wheels according to the terms and conditions as set out in this report and subject to the outcomes of community consultation.**
- 2. Endorses the current minimum annual fee of \$300 plus GST increased by CPI annually be charged to Edwardstown Meals on Wheels.**
- 3. Authorises the Manager City Property to finalise negotiations with the Edwardstown Meals on Wheels.**
- 4. Notes should any submissions be received during the consultation period request significant changes to the terms and conditions outlined in this report a further report will be brought back to Council for consideration.**

GENERAL ANALYSIS

Liveable:	Meals on Wheels is a well managed organisation which encourages active and healthy lifestyles and connects communities.
Engaged:	Council supports lease and licence holders to develop their management capacity and foster an inclusive environment.
Innovation:	Council's new Leasing and Licensing Policy provides a strong support and collaboration model for clubs and organisations to continue to innovate their operations and achieve good governance.
Legal / Legislative / Policy:	Under this lease it is the responsibility of the lessee to remain insured in relation to Public Liability Insurance and to indemnify the City of Marion against all damages, cost and expenses.

DISCUSSION

Council undertook a Building Condition Audit in 2016 which indicated items that may need to be addressed over the next 10 years. It is important that the building components are renewed, repaired and maintained to ensure that the building is retained in good condition.

Following the condition audit, MoW have provided Council with a 10 year maintenance plan for the Edwardstown facility and have scheduled items to be addressed in the coming years.

Over the last 2 years, it is noted that MoW have spent over \$12,000 on the building. This included external painting, replacement of down pipes, upgraded power boards and security lighting, replacement of the bathroom hand basin and tiles and upgraded LED emergency lights and set up an emergency evacuation plan.

In 2019, MoW plan to upgrade their kitchen facility and solar hot water system and have anticipated to spend over \$15,000 on this work.

As the MoW facilities are purpose built, it is in the best interest of the MoW to ensure that the buildings are fit for purpose and maintained. The building maintenance responsibilities are clearly set out within the lease agreement.

Currently Edwardstown MoW pays \$1 per annum for rent and building insurance.

If the market rate with 93% subsidy was used to determine the annual fee it would be \$2,408 pa (this includes building insurance).

Enquires have been made with other councils in regard to the arrangements they have with MOW, these vary considerably:

- Rent ranges from \$1 to \$2,400 per annum
- Building insurance is reimbursed
- Required to paint the building every 5 years
- Responsible for all costs to Council for maintenance, repair, replacement and renovation
- Responsible for all costs to Council for cleaning, lighting, heating and air conditioning
- Council maintains grounds and gardens
- MOW responsible to maintain, repair or replace items which are specified that are damaged or worn

with items of same or similar quality

- Agreed plans and specifications and contract for work to be undertaken by MOW
- The majority of leases are for longer than 5 years

The options for the annual fee for Edwardstown MoW are:

1. Charge market rate (\$37,500 pa) and with subsidy this would be \$2,408
2. Charge the minimum fee this would be \$300
3. Charge minimum fee and building insurance \$1,039

As the MoW building are purpose built and MoW appear to have the capacity to undertake repairs and maintenance it is recommended that Edwardstown MoW pay the minimum fee which is \$300.00 per annum plus GST.

Lease Terms and Conditions

As set out in Council's Leasing and Licensing Policy, the term of agreement will not be greater than 5 years unless Council resolves to grant a longer term lease, consequently Council needs to consider this lease.

Where a lease or licence is to be granted greater than 5 years and is located on Community Land community consultation is required to be undertaken in line with the Local Government Act 1999.

The proposed Letter of Offer will be as follows:

Lessor: The Corporation of the City of Marion

Lessee: Meals on Wheels (SA) Incorporated

The Property: Edwardstown Meals on Wheels at 1 Aberfeldy Avenue, Edwardstown
Portion of the land contained within the Certificate of Title Volume 5698 Folio 047.

Type of Agreement: Lease

Term: Five (5) years

Commencement Date: 1 September 2018

Expiry Date: 31 August 2023

Option to Renew: 1 x Five (5) years

Rental: \$300.00 plus GST

Rent Review Dates and Review Methods: Each anniversary of the Commencement Date CPI based on June increases in the Consumer Price Index, all Groups, Adelaide Market.

Should the renewal option be taken up the rent will be in line with minimum rate in the current Leasing and Licensing of Council Owned Properties Policy

Use of Property: Kitchen facility for the provision of meals for the community

Times of Use: Monday to Friday: 7:30am to 5:30pm

Saturday and Sunday: 9:00am to 5:00pm

Maintenance: The maintenance responsibilities are set out in Building Responsibilities Schedule

Maintenance Fee: Nil

Utilities: The lessee is responsible to pay all utilities associated with the premises electricity, gas, water and telephone

Rates and Taxes: the lessee is responsible for all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority (but in this definition excluding Council in its separate capacity as a relevant statutory authority), department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, emergency services levy and, subject to the Act, land tax (on a single holding basis).

Insurance: The lessee to have the appropriate Public Liability (\$20,000,000 minimum) and Contents Insurance Cover and will need to produce copy of the certificate of currency.
Please note that it is the lessee's responsibility to ascertain whether Public Liability Insurance Cover of \$20,000,000 per claim is adequate for lessee's circumstances.

The Council will insure the building.

Indemnity: The lessee to indemnify the City of Marion against any claims, losses, suits or accidents etc. that may arise out of the use of the property

Inspection: The City of Marion will have the right to inspect the premises at any time.

Consultation: As the MoW Edwardstown is located on Community Land, consultation will need to be undertaken as the lease is for greater than 5 years. Consultation will be through a notice in the local newspaper outlining proposed changes and inviting written submissions within a period stated in the notice, being at least 21 days. The relevant information will be made available for inspection at Council Offices, Libraries and on the Council web site during the period of notice. Should there be any submissions received requesting significant changes a further report will be brought back to Council for consideration, otherwise a lease will be entered into.

Draft Public Consultation Policy

Originating Officer	Community Engagement Coordinator - Patrice Pearson
Corporate Manager	Manager Customer Experience - Karen Cocks
General Manager	General Manager City Services - Tony Lines
Report Reference	GC180814R05

REPORT OBJECTIVE

For Council to consider the Draft Public Consultation Policy and release it for public consultation.

EXECUTIVE SUMMARY

Council is required to review the current Community Engagement Policy in line with the endorsed Policy Framework and the revision date stated on the current Policy.

The revised and renamed Draft Public Consultation Policy (Appendix 1) has been reviewed to ensure it complies with statutory obligations under the Local Government Act 1999 (the Act). The current policy is provided for comparison (Appendix 2).

The draft Policy needs to go to community consultation prior to being adopted by Council..

RECOMMENDATION

That Council:

- 1. Notes the Draft Public Consultation Policy provided as Appendix 1 to this report**
- 2. Endorses the Draft Policy for public consultation between 15 August to 4 September 2018**
- 3. Receives a report back on community consultation findings on 11 September 2018.**

GENERAL ANALYSIS

The current Community Consultation Policy is due for review and has been updated to ensure it is aligned with current legislation. In light of the 2018 Supreme Court judgement on the City of Charles Sturt case relating to their Public Consultation Policy, we have ensured associated sector developments have been considered to minimise exposure to risk for City of Marion.

Engaged:	This Policy will assist our community feel engaged and empowered to influence the improvement of their neighbourhoods.
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Legal / Legislative / Policy:	This Policy will fulfil the Council's statutory obligation under Section 50 of the Act in relation to public consultation (community engagement)
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DISCUSSION

The revised Policy seeks to further detail the matters that are prescribed in accordance with the Act to ensure the Policy is clear and can be relied on for consistency and compliance with the Act.

The main changes include the inclusion of prescribed consultation steps as it relates to the Act and can be defined in three parts.

Part 1 details Council decisions where the Act prescribes specific public consultation requirements.

Matters requiring public consultation in accordance with the Act

- Representative Reviews
- Status of a Council/Change of Name
- Commercial Activities – Prudential Requirements
- Public Consultation Policy
- Strategic Management Plans
- Applying to Vary Certain Trusts
- Conversion of Private Road to Public Road
- Impounding of Certain Vehicles
- Passing of By-laws
- Policies on Orders
- Stormwater Management Plans

Part 2 details Council decisions where the Act requires that Council follows its Public Consultation Policy.

Matters requiring public consultation in accordance with the Public Consultation Policy

- Principal Office – Opening hours
- Code of Practice – Access to meetings and documents
- Annual Business Plan
- Changes to Basis of Rating
- Rating – Differential Rates
- Community Land – Revocation of Classification
- Community Land – Adoption of Management Plans
- Community Land – Amendment or Revocation of a Management Plan
- Community Land – Alienation by lease or licence
- Roads – Permits restricting access or for use or activity requiring public consultation under regulations
- Trees – Planting trees and vegetation that may have a significant impact on residents, the proprietors of nearby businesses or advertisers in the area

Part 3 covers all discretionary additional public consultation Council may undertake on a case-by-case basis. Council can determine to undertake consultation over and above the requirements of the Act at its discretion.

Discretionary consultation steps will refer staff to our internal community engagement framework to ensure sound process steps are documented when planning community consultations.

An internal staff training program has been established and the Community Engagement Coordinator will continue to provide organisational advice and support and oversight over Policy.

ENGAGEMENT APPROACH

The consultation process is aligned with the statutory obligations detailed in the draft Policy and will include the following steps:

Publishing a notice in a newspaper circulating within the area of the Council and on Council's website:

- Describing the matter under consideration;
- Inviting interested persons to make submissions within a period stated in the notice (being at least 21 days).

In addition to statutory obligations we will conduct the associated communications to promote engagement opportunities including:

- Establishing a dedicated Making Marion page to seek feedback on level of support for the revised Policy and invite comment
- Publishing in the What's Happening column in the Messenger newspaper
- Posting on City of Marion website
- Social media posts during an engagement period

Community consultation will be conducted between 15 August and 4 September to provide consultation results back to Council for its 11 September meeting to endorse the final Policy.

Attachment

#	Attachment	Type
1	Appendix 1 - Draft NEW Public Consultation Policy 2018	PDF File
2	Appendix 2 - CURRENT Community Consultation and Engagement Policy	PDF File

1. RATIONALE

To comply with the *Local Government Act 1999* (the Act) in relation to public consultation.

2. OBJECTIVES

To provide clarity regarding when and how the City of Marion will undertake public consultation including the matters for which the City of Marion is legally compelled to undertake.

3. POLICY SCOPE AND IMPLEMENTATION

This policy only applies to matters relating to the Act. Accordingly, public consultation prescribed by other legislation will be undertaken in accordance with that legislation, rather than this policy.

4. DEFINITIONS

Key Term – Acronym	Definition
Community	A general term for the people who live, work, study, own property, conduct private or government business, visit or use the services, facilities and public spaces and places of the City of Marion. The community are often referred to as “stakeholders” in the affairs of Council. A community may be a geographic location (community of place), a community of similar interest (community of interest), or a community of affiliation or identity (such as industry or sporting club).
Consultation	Consultation is the process of seeking and considering the views of the community on a proposed project or policy. It is a key part of the decision-making process and is essential for ensuring that the community has a say in the decisions that affect them.
Council	Means the elected member body representing the City of Marion or Council staff operating under delegated authority to act on behalf of Council. It also includes contractors and consultants with the authority to act on behalf of Council with respect to the particular matter.
CEO	The Chief Executive Officer of the City of Marion.
Stakeholder	An individual, group of individuals or agency/organisation that has an interest in a decision or proposal, or may be directly or indirectly affected by a decision that has been made or is being proposed.
The Act	The Local Government Act 1999, as amended from time to time.

5. ROLES AND RESPONSIBILITIES - REQUIREMENTS OF THE ACT

Chapter 2 of the Act outlines principles to be observed by a council, which include to provide open, responsive and accountable government. More particularly, section 50 of the Act requires that a council must prepare and adopt a public consultation policy, which may be altered from time to time or substituted with a new policy. Elsewhere, the Act makes reference to public consultation in various sections.

In some cases, the Act prescribes that public consultation be undertaken in accordance with the minimum requirements of the Act (refer Part 1 below). In other cases, the Act prescribes that public consultation be undertaken in accordance with council's public consultation policy (refer Part 2 below). In other cases, the Act does not require that public consultation be undertaken.

Part 1: Council decisions where the Act prescribes specific public consultation requirements

The matters listed in Table 1 compel the City of Marion to follow the public consultation steps prescribed in the relevant parts of the Act.

Table 1: Matters requiring public consultation in accordance with the Act	
Matter	Section of Act
Representative Reviews	Section 12
Status of a Council/Change of Name	Section 13
Commercial Activities – Prudential Requirements	Section 48
Public Consultation Policy	Section 50
Strategic Management Plans	Section 122(6)*
Applying to Vary Certain Trusts	Section 141
Conversion of Private Road to Public Road	Section 210
Impounding of Certain Vehicles	Section 237
Passing of By-laws	Section 249
Policies on Orders	Section 259
Stormwater Management Plans	Schedule 1A, Clause 16(2)(c)^
*Council will adopt a specific consultation process with respect to any development or review of a strategic management plan under this Section.	
^Council will undertake the consultation process specified by any Stormwater Management Authority Guidelines when acting under Division 3 of Schedule 1A of the Act.	

For the matters listed in Table 1, or alternative matters where the Act expressly requires public consultation, the Council or Council delegate will undertake public consultation in accordance with Council's legislative obligations under the Act.

Part 2: Council decisions where the Act requires that Council follow its Public Consultation Policy

The matters listed in Table 2 require Council to follow public consultation steps prescribed in the Council's Public Consultation Policy

Table 2: Matters requiring public consultation in accordance with Public Consultation Policy	
Matter	Section of Act
Principal Office – Opening hours	Section 45(3)
Code of Practice – Access to meetings and documents	Section 92(5)(b)
Annual Business Plan	Section 123(3) and (4)
Changes to Basis of Rating	Section 151(5),(7) and (8)
Rating – Differential Rates	Section 156(14a) and (14d)
Community Land – Revocation of Classification	Section 194(2)(b)
Community Land – Adoption of a Management Plan	Section 197(1)
Community Land – Amendment or Revocation of a Management Plan	Section 198 (2)

Community Land – Alienation by lease or licence	Section 202(2)
Roads – Permits restricting access or for use or activity requiring public consultation under regulations	Section 223
Trees – Planting trees and vegetation that may have a significant impact on residents, the proprietors of nearby businesses or advertisers in the area	Section 232

For the matters listed in Table 2, the Council or Council delegate will do the following:

Advise communities and stakeholder groups of the issues on which Council is consulting by:

- Publishing a notice in a newspaper circulating within the area of the Council and on Council's website:
 - describing the matter under consideration; and
 - inviting interested persons to make submissions within a period stated in the notice (being at least 21 days); and
 - in circumstances where Council is conducting a public consultation process to which Sections 123(4)(a), 151(7)(a) and (b), and 156(14d)(a) of the Act apply, inviting interested persons to attend a public meeting or meeting of Council held at least 21 days after publication of the notice regarding that meeting.
- Make a summary of the matter under consideration (or any specific document required by the Act) available for inspection and purchase at Council's principal office and for inspection on Council's website.
- Consider any submissions made in response to the invitation set out in the notice described above.
- Undertake any other such steps required by the Act.

Part 3: Additional public consultation at the Council's discretion

For matters that align with Part 1 or 2 of this Policy, or in relation to other Council decisions made in accordance with the Act where the Act does not require public consultation, Council may, on a case-by-case basis, determine in its absolute discretion to undertake consultation over and above the minimum requirements of the Act. In these situations, it will be a matter for the Council to approve additional, or discretionary, consultation steps.

For the avoidance of doubt, there is no obligation on the Council or CEO to undertake, or to

6. REFERENCES

Local Government Act 1999 (SA)

7. REVIEW AND EVALUATION

This policy will be reviewed once during a term of Council. Its review will be initiated by the Governance Department.

Community Engagement Policy

1. POLICY STATEMENT

This Policy sets out the City of Marion's commitment to effective community engagement regarding Council decisions which have an impact on the people who live, work, study, conduct business and use the facilities or public places in the City of Marion. We seek to communicate effectively with our community about: decision-making processes; the factors, resources and objectives relevant to the decisions we make; and the decisions themselves.

This policy will:

- Guide effective engagement between Council and the communities
- Promote positive relations and develop ongoing mutually beneficial relationships
- Provide ongoing opportunities for participatory decision making
- Support Council leadership where decision-making style is open, transparent, responsive, inclusive and accountable to the community

2. SCOPE

The policy applies to the way we engage our communities in decisions and communicate decision of the organization. The policy applies to council members, council employees, contractors and consultants acting on behalf of Council.

3. CONTEXT

The City of Marion acknowledges that people want to have a say about decisions that affect their lives. Better decisions are made when the decision-maker takes into account the knowledge, experience and opinions of those affected by the decision.

According to The City of Marion's Strategic Plan Towards 2040 we will strive to make every decision with integrity and in the best interests of our community.

4. PRINCIPLES

- 4.1 Elected Members are acknowledged as the representatives of community and empowered to make decisions. The role of staff is to present to the Elected Members all facts (which may include community perspectives) relevant to Council decisions, and subsequently to implement the decisions of Council.
- 4.2 We communicate openly and honestly about the degree of influence communities are able to exercise in any engagement activity or key decision.
- 4.3 We value the diversity of our communities and will utilise inclusive, representative and accessible approaches.
- 4.4 We commit to evaluation and continuous improvement in our community engagement.
- 4.5 The City of Marion will commit to appropriate levels of community engagement before making significant decisions taking into account the number of people affected and the likely degree of

impact of the decision.

4.6 The City of Marion shall consider the following methods of including the community:

- Inform – communicating balanced and objective information to help the community understand the decision.
- Consult - providing information, ideally presenting a number of options, to allow the community to express their preferences regarding the decision.
- Involve - working directly with the community throughout a project to ensure that concerns and aspirations are consistently understood and considered as the project evolves through to completion.
- Collaborate - working in partnership with the community, with a shared sense of responsibility for the work and the outcome.
- Empower – Places the decision-making about specific projects in the hands of the community. The community takes responsibility and is accountable for the outcomes of decisions made.

RELATED DOCUMENTS

- Local Government Act 1999 (SA)
- The City of Marion's Strategic Plan – Towards 2040

Policy Name and version no.	City of Marion Community Engagement Policy - V1.0
Last update	27 September 2016
Last Council review (report reference)	GC270916R15
Next review due	27 September 2018
Responsibility	Manager, Innovation and Strategy

Date: 27 September 2016

Call for Nominations for Members of Greater Adelaide Regional Organisation of Councils (GAROC)

Originating Officer	Unit Manager Governance and Records - Jaimie Thwaites
Corporate Manager	Manager Corporate Governance - Kate McKenzie
General Manager	General Manager Corporate Services - Vincent Mifsud
Report Reference	GC180814R06

REPORT OBJECTIVE

The purpose of this report is to determine if Council wishes to submit any nominations in response to the Local Government Association (LGA) call for nominations for Members of the Greater Adelaide Regional Organisation of Council (GAROC).

EXECUTIVE SUMMARY

The GAROC is established under clause 19 of the Local Government Association of South Australia Constitution and Rules (adopted April 13, 2018) and its role is regional advocacy, policy initiation and review, leadership, engagement and capacity building in the region(s).

The LGA has written to the City of Marion inviting nominations to fill the eight positions on the GAROC. A copy of the correspondence is attached as Appendix 1.

A nomination as a Member GAROC representing the Greater Adelaide Metropolitan area must be a member of one of the following councils:

- Adelaide Hills Council
- City of Burnside
- Campbelltown City Council
- City of Charles Sturt
- Town of Gawler
- City of Holdfast Bay
- City of Marion
- City of Mitcham
- City of Norwood, Payneham & St Peters
- City of Onkaparinga
- City of Playford
- City of Port Adelaide Enfield
- City of Prospect
- City of Salisbury
- City of Tea Tree Gully
- City of Unley
- Town of Walkerville; and
- City of West Torrens.

In order for a nomination to be valid it must be made by a resolution of the council and be submitted on the appropriate form (a copy of which is contained in Appendix 1). The completed form must be signed by both the candidate nominated by the Council to indicate his/her willingness to stand for election and the Chief Executive Officer of the nominating council.

Nominations must be received by the Returning Officer by 5pm Friday 24 August 2018.

In the event that the number of nominations for GAROC exceeds the required number of candidates a ballot will be conducted in accordance with the GAROC Terms of Reference (attached as appendix 2).

RECOMMENDATION

That Council:

- 1. Notes the report '*Call for Nominations for Members of Greater Adelaide Regional Organisation of Councils (GAROC)*'.**
- 2. Nominates xxx to the LGA for a position on the Greater Adelaide Regional Organisation of Councils (GAROC).**
- 3. Notes that the above nomination will be forwarded to the LGA by 5.00pm on Friday 24 August 2018.**

Attachment

#	Attachment	Type
1	Call for Nominations for Members of GAROC - Appendix 1	PDF File
2	Call for Nominations for Members of GAROC - Appendix 2	PDF File

In reply please quote our reference: ECM 663280

26 July 2018

Mr Adrian Skull
City of Marion
PO Box 21
OAKLANDS PARK SA 5046
Emailed: adrian.skull@marion.sa.gov.au

Dear Adrian

Call for Nominations for Members of GAROC

The LGA hereby calls for nominations to fill the eight (8) position on the Greater Adelaide Regional Organisation of Councils (GAROC) to commence office from the conclusion of the 2018 LGA Annual General Meeting and to remain in office until the conclusion of the 2020 AGM. A nomination form for the position of member of GAROC is attached and must be received by me, no later than **5pm Friday August 24 2018**.

As you may be aware, the LGA membership adopted a new Constitution at the 2018 Ordinary General Meeting (OGM) which, amongst other items, provided for the LGA Board to adopt a Terms of Reference (TOR) for GAROC. The GAROC TOR outlines how members can be elected to GAROC, the function of GAROC and how GAROC will operate. A full copy of the GAROC TOR, as adopted at the July 2018 LGA Board meeting, can be found on the LGA's website.

The new GAROC TOR includes provisions for the calling of nominations for eight (8) members of GAROC from the Greater Adelaide region (see below for list of eligible councils) by no later than 3 months prior to the AGM before the officers are due to retire. In addition, ballot papers are required to be distributed at least 6 weeks prior to the AGM.

Accordingly, I write to you in your capacity as the Chief Executive Officer of an Ordinary Member Council of the Greater Adelaide region to invite nominations from your council for a position on GAROC.

Pursuant to clause 4.2.1 of the GAROC TOR the number of positions available are up to 8 GAROC members to represent the Greater Adelaide region. If the number of nominations exceeds the number of vacancies, the representatives will be elected from those persons who are nominated.

A nomination as a Member GAROC representing the Greater Adelaide Metropolitan area must be a member of one of the following councils:

- Adelaide Hills Council
- City of Burnside
- Campbelltown City Council
- City of Charles Sturt
- Town of Gawler
- City of Holdfast Bay
- City of Marion
- City of Mitcham

- City of Norwood, Payneham & St Peters
- City of Onkaparinga
- City of Playford
- City of Port Adelaide Enfield
- City of Prospect
- City of Salisbury
- City of Tea Tree Gully
- City of Unley
- Town of Walkerville; and
- City of West Torrens.

A nomination may only be made by resolution of the council and using the **enclosed** form. The form must be signed by both the candidate nominated by the council to indicate his/her willingness to stand for election, and by you as the Chief Executive Officer of the nominating council.

Voting

As the Returning Officer I am required to conduct a ballot if the number of nominations for GAROC exceeds the required number of candidates. If a ballot is required, the distribution of ballot papers to councils will include any information provided by the candidates to the Returning Officer in accordance with the requirements specified in clause 4.4.5 of the GAROC TOR (copy attached).

Timetable

Key (indicative) timings and GAROC Terms of Reference provisions are outlined in the following table:

Indicative Timing	Headline	SAROC TOR Provision
n/a	Returning Officer	Returning Officer for all LGA electoral matters is the Chief Executive Officer (SAROC/GAROC Clause 4.4.1)
23 July 2018	Nominations Called	CEO to write to members of GAROC calling for nomination for position of members of GAROC (Clause 4.3.2), at least 3 months before AGM (last date 26 July)
24 August 2018	Nominations Close	Nominations must be received by the CEO no later than 5pm on the day specified for the close of nomination (GAROC Clause 4.3.4). Council's will have 5 weeks to lodge their nominations
n/a	Nominations equal to vacancies	If the number of nominations received equals the number of vacant positions each candidate is elected and takes office at the conclusion of the AGM (SAROC/GAROC Clause 4.4.3)
3 September 2018	Ballot papers prepared and posted	CEO shall deliver ballot papers to each member at least 6 weeks before AGM GAROC Clause 4.4.5(a)) (last date 14 Sept)
18 October 2018	voting closes	The new constitution does not specify when voting closes; thus it is up to the CEO as returning officer to determine this with reference to Clauses 29.5.6 (President) & (Clause 4.4.5(f))

Indicative Timing	Headline	SAROC TOR Provision
		(SAROC/GAROC) for counting of votes. Council's will have 7 weeks to lodge their votes.
19 October 2018	Counting of votes	The CEO shall nominate the date, time and place for the counting of votes (President Clause 29.5.6) (SAROC/GAROC Clause 4.4.5(f))
26 October 2018	Final declaration of result	CEO shall declare the candidate with the most votes elected at the AGM (SAROC/GAROC Clause 4.4.5(h))
26 October 2018	Takes office	SAROC/GROC members take office at the conclusion of the AGM (SAROC/GAROC Clause 4.5)
26 October 2018	Voting for Board Members	SAROC/GAROC will elect 3 of its members (plus its Chair) to the Board of Directors (Clause 6.4.1) who's term of office commences after the AGM. The SAROC/GAROC TOR is silent on how and when this should occur. However, it is believed that each should meet at the conclusion of the AGM for the purpose of electing a chair and members onto the Board of Directors.

All nominations (and any accompanying candidate information) must be addressed to me as the LGA's Returning Officer and must be received by 5:00pm Friday August 24 2018.

Extracts from the relevant section of the GAROC TOR relating to nominating and electing members to GAROC is attached for your information.

LGA Board Appointments

In addition, under the New LGA Constitution and the GAROC TOR, once members are elected to GAROC, these members will then elect a Chair and three GAROC members to represent the Greater Adelaide Region on the LGA Board. These GAROC LGA Board Directors will be accompanied by their equivalent from SAROC as well as the President and Immediate Past President, to form the ten (10) member LGA Board of Directors.

Timing of LGA Election

The issue in relation to the timing of the LGA Elections and the timing of the Local Government general elections has been raised by a number of members.

Recent changes to the LGA Constitution provided for the election of President, SAROC and GAROC members, and to the LGA Board to take effect from the LGA's AGM, every other year. This was part of the modernization of the LGA Constitution to reflect more contemporary corporate governance practices where, like most companies and organisations, the President and Board take office from the AGM. This enables the outgoing President to deliver their annual report, the LGA's annual report and finance statements for the preceding year, before handing over to the incoming President.

It is acknowledged that because of the timing of the AGM, the election of LGA Board and President, and the local government general election; that there is the potential for the President

and/or a Board member(s) to not be elected in their respective council and thus causing a casual vacancy. It is also noted that this situation could also occur if the election of LGA office holders was held, say three to six months after of the Local Government Elections to coincide with the LGA's OGM. In fact the old Constitution foreshadowed this occurrence and outlined how a replacement President would be elected. Under the new Constitution, the casual vacancy provisions would apply.

Thus there is no ideal time to hold elections for office bearers for the LGA when the end of term coincides with the general council elections. However, the general view is, that it is preferable for a new Board and President to take office at the AGM and as soon as possible around a general council election to ensure the Board and President can maximise the use of a two year term, rather than be put in a holding pattern until a new Board is elected following council elections.

If you have any questions in relation to the election process, please contact me or Dr Andrew Johnson on 8224 2094 or andrew.johnson@lga.sa.gov.au.

Yours sincerely



Matt Pinnegar

Chief Executive Officer/ LGA Returning Officer

Telephone: (08) 8224 2039

Email: matt.pinnegar@lga.sa.gov.au

Attachments:

- 1 2018 Nomination Form – SAROC
- 2 Candidate Information Sheet
- 3 Extract from LGA GAROC TOR – Section 4

2018 Nomination Form

GAROC

Nominee's Council	<i>(insert name of council)</i>
Nominee's Name (full name)	<i>(insert title, first name and surname)</i>
Declaration and signature of nominee	<p>I hereby accept such nomination and consent to act as President if so elected.</p> <p>Signature:</p> <p>.....</p>
Signature and name of Nominating Council's CEO	<p>Signature:</p> <p>.....</p> <p><i>(insert name)</i></p>
Dated	<i>(insert date)</i>

This form is to be sent to the LGA Returning Officer

Close of nominations 5:00pm Friday 24 August 2018

Candidate Information Sheet

GAROC

(word limit is strictly 1,000 words)

Name:	<i>(insert title, first name and surname)</i>
Council:	<i>(insert council name)</i>
Local Government Experience & Knowledge	<ul style="list-style-type: none"> <i>(insert)</i>
Local Government Policy Views & Interests	<ul style="list-style-type: none"> <i>(insert)</i>
Other information	<ul style="list-style-type: none"> <i>(insert details of leadership, board, corporate governance experience etc)</i>

This form must accompany the Nomination Form

Extract – GAROC Terms of Reference

Clause 4 – GAROC

4. GAROC

4.1. Role

The role of GAROC is regional advocacy, policy initiation and review, leadership, engagement and capacity building in the region(s).

4.2. Membership

- 4.2.1. The GAROC Regional Grouping of Members listed in the schedule to these Terms of Reference will elect in accordance with clause 4.3 and 4.4 from the Members of the GAROC Regional Grouping eight (8) Council Members of Members in the GAROC Regional Grouping to GAROC provided that each person elected is from a different Member.
- 4.2.2. In addition to the members of GAROC elected in accordance with clause 4.2.1, the Lord Mayor of the City of Adelaide or his or her nominee (also being a Council Member of the City of Adelaide) will be a standing member of GAROC.

4.3. Nominations for election to GAROC

- 4.3.1. The members of GAROC will be elected biennially.
- 4.3.2. In the year in which GAROC members will be elected, and at least 3 months before the Annual General Meeting, the Chief Executive shall write to all Members of GAROC as listed in the schedule calling for nominations for the membership of GAROC.
- 4.3.3. A nomination of a person as a member of GAROC must be by resolution of the Member received by the Chief Executive not later than 5 pm on the day specified for the closure of nominations (**Close of Nominations**). A nomination must be signed by the candidate indicating his or her willingness to stand for election and be in the form determined by the Chief Executive.

4.4. Election to GAROC

- 4.4.1. The Chief Executive shall be the returning officer for any election of members to GAROC.
- 4.4.2. After the Close of Nominations, the Chief Executive will notify Members of the GAROC Regional Grouping of the candidates for membership of GAROC nominated in the Regional Grouping of Members.
- 4.4.3. If the only nominations received from a Regional Grouping of Members by the Close of Nominations match the membership positions described in clause 4.2.1 then the Chief Executive will declare those persons duly elected to those membership positions.

- 4.4.4. If the number of persons nominated by the Close of Nominations by the Regional Grouping of Members exceeds the number of membership positions described 4.2.1 then an election for the purpose of clause 4.2.1 must be held in accordance with this clause.
- 4.4.5. In the event of an election being required, the Chief Executive shall conduct the election as follows:
- (a) at least six weeks before the Annual General Meeting, the Chief Executive shall deliver ballot papers to each Member of the Regional Grouping of Members;
 - (b) the ballot papers shall:
 - (i) list the candidate or candidates for election;
 - (ii) specify the day of closure of the election; and
 - (iii) be accompanied by an envelope marked "Ballot Paper" and a second envelope marked "Returning Officer";
 - (c) each Member shall determine by resolution the candidate or candidates (as relevant) it wishes to elect;
 - (d) the chair of the meeting for that Member shall mark the ballot paper with an "X" next to the candidate or candidates (as relevant) that the Member wishes elected and seal the ballot paper in the envelope marked "Ballot Paper" inside the envelope marked "Returning Officer". Before sealing the second envelope the chair must indicate the Member's name on the inside flap of the envelope. The envelope may then be sealed and delivered to the Returning Officer;
 - (e) on receipt of the envelopes the Chief Executive must:
 - (i) open the outer envelope addressed to the "Returning Officer" and record the name of the Member which appears on the inside flap of the envelope on the roll of Member's eligible to vote; and
 - (ii) place the envelope marked "Ballot Paper" unopened into the ballot box;
 - (f) the Chief Executive shall nominate the date, time and place for the counting of votes and shall invite each candidate and a person nominated as the candidate's scrutineer to be present;
 - (g) at the counting of the votes the Chief Executive shall produce unopened envelopes marked "Ballot Paper" and if satisfied that all votes are valid, count the number of votes received by each candidate;
 - (h) in respect of an election for the purposes of clause 4.2.1, the 8 candidates with the most votes shall be deemed elected and the Chief Executive shall declare the candidates elected at the Annual General Meeting.
 - (i) in the case of candidates for membership positions described in clause 4.2.1 receiving the same number of votes, the Chief Executive shall draw lots at the counting of the votes to determine which candidate is elected.

- 4.4.6. The Chief Executive may, in his or her discretion, appoint a deputy returning officer and delegate any of his or her powers, functions or duties to that person who shall act accordingly.



Local Government Association of South Australia

GAROC Terms of Reference

[insert date of adoption]

Draft

1. Establishment

In accordance with clause 19 of the Local Government Association of South Australia Constitution and Rules (adopted April 13, 2018) (**Constitution**) there are 2 regional organisations of Members: the South Australian Region Organisation of Councils (**SAROC**) and the Greater Adelaide Region Organisation of Councils (**GAROC**).

2. Terms of Reference

- 2.1. These Terms of Reference set out the functions to be discharged by GAROC.
- 2.2. The operation of the Terms of Reference may be altered by the Board of Directors either generally or in respect of specific circumstances by resolution with the exception of Clauses 4.2, 4.3 and 4.4. A resolution for the purposes of this clause 2.2 will be reported to the chairperson of GAROC within 24 hours of the meeting of the Board of Directors at which the resolution was passed.
- 2.3. These Terms of Reference will be presented to the Members at a General Meeting for ratification annually (or more frequently as determined by the Board).
- 2.4. Clauses 4.2, 4.3 or 4.4 of this Terms of Reference may be altered only:
 - 2.4.1. By resolution passed at a General Meeting of which at least 30 days' notice has been given to Members; and
 - 2.4.2. With approval of the Minister.
- 2.5. A capitalised term not defined in this document has the meaning provided for the term in the Constitution.

3. Status

GAROC is a committee of the LGA and is responsible to the Board of Directors for the discharge of its functions.

4. GAROC

4.1. Role

The role of GAROC is regional advocacy, policy initiation and review, leadership, engagement and capacity building in the region(s).

4.2. Membership

- 4.2.1. The GAROC Regional Grouping of Members listed in the schedule to these Terms of Reference will elect in accordance with clause 4.3 and 4.4 from the Members of the GAROC Regional Grouping eight (8) Council Members of Members in the GAROC Regional Grouping to GAROC provided that each person elected is from a different Member.

- 4.2.2. In addition to the members of GAROC elected in accordance with clause 4.2.1, the Lord Mayor of the City of Adelaide or his or her nominee (also being a Council Member of the City of Adelaide) will be a standing member of GAROC.

4.3. Nominations for election to GAROC

- 4.3.1. The members of GAROC will be elected biennially.
- 4.3.2. In the year in which GAROC members will be elected, and at least 3 months before the Annual General Meeting, the Chief Executive shall write to all Members of GAROC as listed in the schedule calling for nominations for the membership of GAROC.
- 4.3.3. A nomination of a person as a member of GAROC must be by resolution of the Member received by the Chief Executive not later than 5 pm on the day specified for the closure of nominations (**Close of Nominations**). A nomination must be signed by the candidate indicating his or her willingness to stand for election and be in the form determined by the Chief Executive.

4.4. Election to GAROC

- 4.4.1. The Chief Executive shall be the returning officer for any election of members to GAROC.
- 4.4.2. After the Close of Nominations, the Chief Executive will notify Members of the GAROC Regional Grouping of the candidates for membership of GAROC nominated in the Regional Grouping of Members.
- 4.4.3. If the only nominations received from a Regional Grouping of Members by the Close of Nominations match the membership positions described in clause 4.2.1 then the Chief Executive will declare those persons duly elected to those membership positions.
- 4.4.4. If the number of persons nominated by the Close of Nominations by the Regional Grouping of Members exceeds the number of membership positions described 4.2.1 then an election for the purpose of clause 4.2.1 must be held in accordance with this clause.
- 4.4.5. In the event of an election being required, the Chief Executive shall conduct the election as follows:
- (a) at least six weeks before the Annual General Meeting, the Chief Executive shall deliver ballot papers to each Member of the Regional Grouping of Members;
 - (b) the ballot papers shall:
 - (i) list the candidate or candidates for election;
 - (ii) specify the day of closure of the election; and
 - (iii) be accompanied by an envelope marked "Ballot Paper" and a second envelope marked "Returning Officer";



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- (c) each Member shall determine by resolution the candidate or candidates (as relevant) it wishes to elect;
 - (d) the chair of the meeting for that Member shall mark the ballot paper with an "X" next to the candidate or candidates (as relevant) that the Member wishes elected and seal the ballot paper in the envelope marked "Ballot Paper" inside the envelope marked "Returning Officer". Before sealing the second envelope the chair must indicate the Member's name on the inside flap of the envelope. The envelope may then be sealed and delivered to the Returning Officer;
 - (e) on receipt of the envelopes the Chief Executive must:
 - (i) open the outer envelope addressed to the "Returning Officer" and record the name of the Member which appears on the inside flap of the envelope on the roll of Member's eligible to vote; and
 - (ii) place the envelope marked "Ballot Paper" unopened into the ballot box;
 - (f) the Chief Executive shall nominate the date, time and place for the counting of votes and shall invite each candidate and a person nominated as the candidate's scrutineer to be present;
 - (g) at the counting of the votes the Chief Executive shall produce unopened envelopes marked "Ballot Paper" and if satisfied that all votes are valid, count the number of votes received by each candidate;
 - (h) in respect of an election for the purposes of clause 4.2.1, the 8 candidates with the most votes shall be deemed elected and the Chief Executive shall declare the candidates elected at the Annual General Meeting.
 - (i) in the case of candidates for membership positions described in clause 4.2.1 receiving the same number of votes, the Chief Executive shall draw lots at the counting of the votes to determine which candidate is elected.
- 4.4.6. The Chief Executive may, in his or her discretion, appoint a deputy returning officer and delegate any of his or her powers, functions or duties to that person who shall act accordingly.

4.5. Term of office

The term of office for members of GAROC shall commence after the Annual General Meeting of the year in which the member is elected. Each member of GAROC will serve for a period of 2 years or until a circumstance causing a casual vacancy as described in clause 4.8.1 occurs.

4.6. Duties

- 4.6.1. Each member of GAROC must:

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- (a) undertake his or her role as a GAROC member honestly and act with reasonable care and diligence in the performance and discharge of functions and duties;
- (b) not make improper use of information acquired by virtue of his or her position as a GAROC member to gain, directly or indirectly, an advantage for himself or herself or for another person or to cause detriment to the LGA;
- (c) not make improper use of his or her position as a GAROC member to gain, directly or indirectly, an advantage for himself or herself or for another person or to cause detriment to the LGA; and
- (d) not act in any matter where the GAROC member has a conflict of interest (provided that an interest shared in common with all or a substantial proportion of the members of GAROC will not be an interest giving rise to a conflict of interest).

4.7. Absences and casual vacancies

- 4.7.1. A leave of absence may be granted to a member of GAROC by resolution of GAROC. A replacement member of GAROC will be appointed for the period of the leave of absence by resolution of the majority of Members comprising the GAROC Regional Grouping relevant to the person the subject of the leave of absence.
- 4.7.2. A casual vacancy will occur in the office of a member of GAROC if the member of GAROC:
 - (a) dies;
 - (b) resigns from GAROC;
 - (c) is dismissed by resolution of the Board of Directors from GAROC for Misconduct; or
 - (d) ceases to be a Council Member,
 or an administrator is appointed to administer the affairs of the Member for which the member of GAROC is a Council Member.
- 4.7.3. If there is a casual vacancy in the membership of GAROC then the GAROC Regional Grouping relevant to the GAROC member the subject of the casual vacancy will appoint by resolution of the majority of Members comprising the GAROC Regional Grouping another Council Member to serve as a member of GAROC for the balance of the membership term.

5. Responsibilities

5.1. Board of Directors

- 5.1.1. The role of the Board of Directors is to oversee corporate governance of the LGA and provide strategic direction and leadership.
- 5.1.2. The duties of the Board of Directors are to ensure that:
 - (a) the LGA acts in accordance with applicable laws and this Constitution;

- (b) the LGA acts ethically and with integrity, respecting diversity and striving for gender balance participation in all activities;
- (c) the activities of the LGA are conducted efficiently and effectively and that the assets of the LGA are properly managed and maintained;
- (d) subject to any overriding fiduciary or other duty to maintain confidentiality, the affairs of the LGA are undertaken in an open and transparent manner; and
- (e) the LGA performs to its business plan and achieves or better the financial outcomes projected in its budget.

- 5.1.3. The Board of Directors may from time to time refer matters to GAROC for consideration.
- 5.1.4. The Board of Directors will receive, consider and respond to any report and recommendations provided to the Board of Directors by GAROC.
- 5.1.5. The Board of Directors will periodically review the performance of GAROC.

5.2. GAROC

- 5.2.1. GAROC will fulfil its functions under these Terms of Reference in a timely, objective and professional manner consistent with the 'LGA Strategic Management Framework'.
- 5.2.2. GAROC may, through the Chief Executive and at the LGA's expenses, seek external legal, financial or other advice on matters within its functions or concerning these Terms of Reference.

5.3. Chief Executive

- 5.3.1. The Chief Executive will make available to GAROC information of the LGA which is relevant to the functions of GAROC.
- 5.3.2. The Chief Executive will ensure that administrative support and other resources are made available to GAROC as included in the GAROC approved annual business plan and budget to enable GAROC to discharge its obligations under these Terms of Reference.
- 5.3.3. Resources made available to GAROC will include resourcing by the LGA Office or external resources considered appropriate by the Chief Executive acting in consultation with GAROC.

6. Functions of GAROC

6.1. LGA Object

- 6.1.1. The object of the LGA is to achieve public value through the promotion and advancement of the interests of local government by:
 - (a) advocating to achieve greater influence for local government in matters affecting councils and communities;
 - (b) assisting member councils to build capacity and increase sustainability through integrated and coordinated local government; and

- (c) advancing local government through best practice and continuous improvement.

6.1.2. GAROC will assist in the achievement of the LGA's object by:

- (a) supporting the activities of the LGA at a regional level;
- (b) promoting communication between Members and between Members and the LGA;
- (c) advocating in respect of matters which affect the GAROC Regional Group;
- (d) encouraging engagement of Members within the GAROC Regional Group with GAROC and the LGA; and
- (e) participating in policy development and implementation.

6.2. Consideration and referral of Member items of business

- 6.2.1. Any Member of the GAROC Regional Grouping may raise an item of business for the consideration of the Board of Directors or a General Meeting with GAROC. The item of business must be clearly described in writing, including an indication as to whether the impact of the item is confined to the Member or has broader implications for the local government sector.
- 6.2.2. GAROC will consider each item of business raised with GAROC by a Member.
- 6.2.3. A Member may be invited by GAROC to address a meeting of GAROC in respect of the proposed item of business.
- 6.2.4. Where considered appropriate by GAROC on the basis of the nature, scope and impact or potential impact of the item on the local government sector, GAROC will refer the item to either the Board of Directors or a General Meeting.
- 6.2.5. GAROC will inform the Member which has raised the item of business as to whether or not the item will be referred to the Board of Directors or a General Meeting.
- 6.2.6. Where an item of business is not referred to the Board of Directors or a General Meeting, GAROC may provide assistance or guidance to the Member in respect of progressing the matter.

6.3. Proposals for policy development

- 6.3.1. GAROC may develop proposals for policy positions for consideration at a General Meeting either in response to an issue raised by a Member within the GAROC Regional Grouping or independently.
- 6.3.2. A policy position developed by GAROC will be referred to the Board of Directors for consideration and determination as to whether or not the position should be put for consideration and adoption to a General Meeting.



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6.4. Election to Board of Directors

- 6.4.1. GAROC will elect 3 members of GAROC (each of which must be a Council Member with relevant business and governance experience) to the Board of Directors.
- 6.4.2. In addition to Directors elected under clause 6.4.1, the chairperson of GAROC will be a Director.
- 6.4.3. The term of office as a Director of the 3 persons elected to the Board of Directors by GAROC and the chairperson of GAROC will commence after the Annual General Meeting of the year in which the person is elected and shall be for 2 years or until a casual vacancy in that office occurs.
- 6.4.4. Persons elected under clause 6.4.1 are eligible for re-election for subsequent terms.

6.5. Strategic and annual business planning

- 6.5.1. GAROC will develop, in consultation with the members within the GAROC Regional Group, a 4 year strategic plan for regional advocacy, policy initiation and review, leadership, engagement and capacity building in the GAROC region. The strategic plan will be reviewed and updated annually by GAROC by June each year.
- 6.5.2. GAROC will develop, in consultation with the members within the GAROC Regional Group, an annual business plan for the next financial year by June each year.
- 6.5.3. The strategic plan and annual business plan for the next financial year will be presented to the Board of Directors for approval by June each year.

6.6. Other functions

GAROC will undertake any other functions:

- 6.6.1. of GAROC set out in the Constitution; or
- 6.6.2. delegated by the Board of Directors to GAROC.

7. Budget

- 7.1.1. GAROC will by June each year develop and adopt a budget to cover anticipated expenses of activities under the strategic plan and annual business plan during the next financial year. After adoption by GAROC, the budget will be provided to the Board of Directors for consideration and approval.
- 7.1.2. GAROC will provide a financial report to the Board of Directors no later than September providing a true and correct record of the expenditure of GAROC against the annual budget.
- 7.1.3. The chairperson of GAROC will meet with the Audit Committee of the LGA or the LGA's external auditor on request to discuss the GAROC financial report.



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8. Committees

GAROC may establish committees consisting of any person with relevant experience, skill or expertise for any purpose and determine the terms of reference for such committees.

9. Meetings of GAROC

9.1. Resolution of the Board of Directors

Requirements under this clause 9 may be altered, supplemented or replaced by resolution of the Board of Directors.

9.2. Frequency of meetings and venue

- 9.2.1. GAROC will meet at least once in each 2 month period at such times and places as shall be determined by the Chief Executive.
- 9.2.2. Any member of GAROC or the Board of Directors may convene additional meetings of GAROC.
- 9.2.3. Notice of a meeting of GAROC will be provided in writing to members of GAROC by the Chief Executive no less than 7 days prior to the meeting providing the date, time and place of the meeting and the proposed business to be conducted at the meeting.

9.3. Chairperson

- 9.3.1. The chairperson of GAROC will be a Council Member appointed by GAROC.
- 9.3.2. The chairperson will be the official spokesperson for GAROC.
- 9.3.3. If the chairperson of GAROC is absent from a meeting of GAROC then the members attending the GAROC meeting will appoint a chairperson for the purposes of that meeting.

9.4. Decision making

- 9.4.1. All questions arising at a meeting of GAROC shall be decided by a simple majority vote of the members of GAROC present and voting on each question.
- 9.4.2. The Chair of the meeting has a deliberative vote and, if there are equal numbers of votes on any question, a casting vote.

9.5. Meeting procedure

The meeting procedures determined by the Board of Directors from time to time will apply to meetings of GAROC.

9.6. Attendance

- 9.6.1. Meetings of GAROC will be closed to the public.
- 9.6.2. GAROC may invite any person to attend its meetings.



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9.7. Minutes

- 9.7.1. Minutes will be kept of all GAROC meetings including a record of the actions of GAROC.
- 9.7.2. Within 48 hours of a GAROC meeting, the chairperson will review and confirm the draft minutes. The draft minutes will then be circulated to GAROC members for comment and if necessary amendment before being certified as correct by the chairperson.

9.8. Quorum

The quorum for a meeting of GAROC is one half of the members of GAROC, plus 1 member of GAROC (provided that at least 1 member elected by each GAROC Regional Grouping must be present except for a GAROC Regional Grouping with no representation on GAROC).

9.9. Performance assessment

GAROC will assess its performance against:

- 9.9.1. the strategic plan and annual business plan each quarter; and
- 9.9.2. these Terms of Reference annually.

9.10. Reporting

- 9.10.1. A Director elected by GAROC will provide a verbal report to the Board of Directors on key matters being considered by GAROC at each Board of Directors meeting at which the minutes of GAROC are to be considered by the Board of Directors.
- 9.10.2. Any matter relevant to regional advocacy, policy initiation and review, leadership, engagement and capacity building in the region(s) considered to be of significance to the corporate governance, strategic direction and leadership of the LGA will be reported by GAROC to the Board as soon as practicable after GAROC has considered the matter.
- 9.10.3. GAROC will provide an annual report to the Board of Directors by September each year summarising:
 - (a) the discharge of GAROC's responsibilities and functions under these Terms of Reference and against the strategic plan and annual business plan;
 - (b) the activities of GAROC during the financial year;
 - (c) items of business referred to the Board of Directors or a General Meeting during the financial year; and
 - (d) items being considered by GAROC which have not been reported to the Board of Directors and the intended actions in respect of those matters.



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10. Access to information

- 10.1.1. GAROC is entitled, acting through the Chief Executive, to access any information or discuss matters with staff of the LGA Office.
- 10.1.2. A copy of the agenda for a GAROC meeting, reports to be considered by GAROC and minutes of GAROC meetings certified under clause 9.7.2 will be available to all Directors.
- 10.1.3. Subject to confidentiality requirements as determined by the Board of Directors or GAROC, a copy of the GAROC agenda, reports and minutes certified under clause 9.7.2 will be published on the LGA website for review by Members.

11. Administration

- 11.1. Subject to clause 11.2, an administrator appointed to administer the affairs of the Member may exercise the rights and satisfy the obligations of the administered Member under these Terms of Reference.
- 11.2. An administrator is ineligible to be a member of GAROC.

Schedule: List of Regional Groupings of Members

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GAROC Regional Grouping	Members
Metropolitan Region	Adelaide Adelaide Hills Burnside Campbelltown Charles Sturt Gawler Holdfast Bay Marion Mitcham Norwood/Payneham & St Peters Onkaparinga Playford Port Adelaide Enfield Prospect Salisbury Tea Tree Gully Unley Walkerville West Torrens

Policy Review - Tranche one

Originating Officer	Quality Governance Coordinator - Deborah Horton
Corporate Manager	Manager Corporate Governance - Kate McKenzie
General Manager	General Manager Corporate Services - Vincent Mifsud
Report Reference	GC180814R07

REPORT OBJECTIVE

That Council reviews and endorses the attached policies, so that all Council policies are up to date and current before caretaker period commences on 18 September 2018.

EXECUTIVE SUMMARY

The City of Marion now has a centralised approach to its policy management with a framework to provide clarity of policy hierarchy and clear procedures for the creation, evaluation and rescission of policies. This approach is consistent with recommendations arising from an internal audit undertaken by KPMG mid last year (GC150817R8.2) and a report titled "Organisational Policy Review 2018" to the General Council meeting 10 July 2018 (GC180710R01).

In this report, there is one new policy for Council endorsement, and six (6) policies for Council's review. The "Roads and Public Place Naming" Policy is new as a legislatively required policy missing from Council's suite of policies.

The remaining policies attached to this report require Council review to ensure that they are current and align with Council strategy and business plans.

All policies will now follow a new review structure whereby policies will be formally reviewed by Council once a term unless specified otherwise either by legislation or a resolution of Council. It is proposed that the following policies will be formally reviewed again by the next Council (2018-2021).

RECOMMENDATION

That Council :

- 1. Endorses the Roads and Public Place Names Policy (Attachment 1)**
- 2. Reviews and thereby endorses the Streetscape Policy (Attachment 2) , City Limits Policy (Attachment 3), Sister Cities Policy (Attachment 4) Community Awards and Recognition (Attachment 5), Social Media Policy (Attachment 6) and Economic Development (Attachment 7).**

DISCUSSION

Road and Public Place Names Policy (Attachment 1)

During the internal audit undertaken by KPMG mid last year it was identified that the City of Marion required a Road and Public Place naming policy as part of its legislative responsibility according to the *Local Government Act 1999 Section 219*.

219—Power to assign a name, or change the name, of a road or publicplace

(5) A council must prepare and adopt a policy relating to the assigning of names under this section.

A policy has since been created that provides the guiding principles for the naming of City of Marion public roads and public places. The policy was based on the Guidelines for the Selection of Names for Roads in SA and the AS/NZS 4819:2011 Geographic Information – Rural and Urban Addressing standards. Council will need to determine, thereby endorsing the policy as suitable for the City of Marion.

Streetscape Policy (Attachment 2)

The Streetscape Policy provides for a strategic approach to the development of road and street infrastructure, including verges and footpaths to create a city for people. The policy is designed to influence streetscape outcomes at both city-wide and individual street levels. The policy was last reviewed in June 2016 and has a proposed review date of 2018/19. The policy has been updated into the new policy template as per the policy framework, with no major changes made to policy intention.

City Limits Publication Policy (Attachment 3)

At its meeting on the 23 May 2017 (GC230517R06), Council reviewed the City Limits publication endorsing a 24 page A4 sized magazine to be distributed three times a year, with one column from the Mayor and six Ward Councillors each edition. This new format has been included into the policy since it was last reviewed and updated into the new policy template with no major changes made to the policy intention.

Sister Cities Policy (Attachment 4)

This policy has been updated into the new policy template with no major changes to the policy intention. Minor grammatical and formatting edits have been undertaken. A definition of a 'bilateral agreement' has been added for further clarification. Elements included in the policy (criteria and approval process) are procedural in nature. It would be prudent in a future review to extract this information from the policy into a stand-alone procedure.

Community Awards and Recognition Policy (Attachment 5)

This policy has been updated into the new policy template with no major changes to the policy intention. Minor grammatical and formatting edits have been undertaken.

Social Media Policy (Attachment 6)

This policy has been updated into the new policy template with no major changes to the policy intention. Minor grammatical and formatting edits have been undertaken.

Economic Development Policy (Attachment 7)

This policy has been updated into the new policy template with no major changes to the policy intention. Minor grammatical and formatting edits have been undertaken.

Attachment

#	Attachment	Type
1	Attachment 1 - Road and Public Place Naming Policy	PDF File
2	Attachment 2 - Streetscape_Policy 2018	PDF File
3	Attachment 3 - City Limits Policy 2018	PDF File
4	Attachment 4 - Sister City Policy 2018	PDF File
5	Attachment 5 - Community Awards and Recognition Policy 2018	PDF File
6	Attachment 6 - Social Media Policy	PDF File
7	Attachment 7 - Economic Development Policy	PDF File

1. RATIONALE

The City of Marion has the power under section 219 of the *Local Government Act 1999* to assign a name to, or change the name of:

- a public road;
- a private road; and/or
- a public place.

Council *must* assign a name to each public road created by land division.

"Public place" means a place (including a place on private land) to which the public has access, but does not include any part of a community parcel divided by a plan of community division under the *Community Titles Act 1996*.

2. POLICY STATEMENT

It is Council's policy that all sealed public roads and all formed public roads within the Council area that are regularly accessed will be assigned a name. This does not include 'unmade' road reserves.

All formed private roads that are accessible to the public (with the exception below) will also be assigned a name. This includes roads within complexes such as universities, hospitals, retirement villages, and roads in forests or parks etc. Private roads with five or less property addresses do not need to be named. In these cases address numbers will be assigned off the road that the private road exits on to.

All roads that can be used as part of an address for an address site will be assigned a name.

Note: The naming of State roads is the responsibility of DTEI.

Road name signs that identify each public road will, as far as practicable, be placed at every road intersection and will clearly indicate the road to which it applies.

Note: While the Australian Standard stipulates that road name signs should be placed at every intersection, this may not always be practicable in rural areas.

3. POLICY SCOPE AND IMPLEMENTATION

3.1 Initiating the Road and Public Place Naming Process

A road naming and **public place** naming may be initiated if:

- a request is received by the Council from an affected land owner or their agent;
- Council resolves that a name change be investigated;
- Council staff determine it is in the public interest to investigate a change in road or public place name;
- Council opens or forms a road; or
- Council opens or creates a new public place; or
- Council receives an application for a land division.

3.2 Names of Roads and Public Places

In the naming and renaming of public roads or places, the following principles will apply;

3.2.1 Uniqueness

A road or public place will have only one name.

A road or public place name will be unique within an official suburb or rural locality. Duplicate road names within a suburb/locality will be resolved in order to avoid confusion (eg emergency services response).

Roads that are maintained by the Department for Transport, Energy and Infrastructure (DTEI) will be named by DTEI. Council will consult with DTEI in relation to naming these roads.

Duplicate names and similar sounding names (e.g. Paice, Payce or Pace Roads) within a suburb or locality will be avoided where possible.

If possible, duplication of names in proximity to adjacent suburb or locality will also be avoided. However, roads crossing Council boundaries should have a single and unique name.

Wherever practicable, road names will be continuous from the logical start of the road to the logical end of the road, irrespective of Council boundaries, landforms and intersecting roads.

3.2.2 Name Sources

Sources for road or public place names may include:

- Aboriginal names taken from the local Aboriginal language;
- early explorers, pioneers, and settlers;

- eminent persons;
- local history;
- thematic names such as flora, fauna, ships etc;
- war/casualty lists; and
- commemorative names.

Names will be selected so as to be appropriate to the physical, historical or cultural character of the area concerned.

The origin of each name will be clearly stated and recorded as part of the Council's historical records.

The local Aboriginal community will be consulted when choosing Aboriginal names or using words from relevant Aboriginal languages.

3.2.3 *Propriety*

Names of living persons will be avoided.

Names, which are characterised as follows, will not be used.

- Offensive or likely to give offence;
- Incongruous - out of place; or
- Commercial or company.

3.2.4 *Communication* – **speak to communications GC080518M06**

Names will be reasonably easy to read, spell and pronounce in order to assist service providers, emergency services and the travelling public.

Unduly long names and names composed of two or more words should be avoided:

- a given name will only be included with a family name where it is essential to identify an individual or where it is necessary to avoid ambiguity. The use of given names will generally be avoided;
- whilst street and cul-de-sac names should have only one word, it is recognised that some roads require a two word name because of their geographic relationship e.g. Proof Range Road;
- roads with double destination names will be avoided.

3.2.5 *Spelling*

Where it is intended that a road have the same name as a place or feature with an approved geographical name, particular care will be taken to ensure that the correct spelling of the official place name is adopted as shown in the State Gazetteer.

Where the spelling of names has been changed by long established local usage, unless there is a particular request by the local community to retain the original name, the spelling that is sanctioned by general usage will be adopted.

Generally road or public place names proposed or approved will not contain abbreviations e.g. the “Creek” in “Wallaby Creek Road” must not be abbreviated. There are, however, two exceptions, “St” will always be used in place of “Saint” and it is acceptable to use “Mt” for “Mount”.

3.2.6 *Form*

The apostrophe mark ‘ will be omitted in the possessive case e.g. “Smith’s Road” will be “Smiths Road”.

Names will avoid the use of the possessive “s” unless the euphony becomes harsh e.g. “Devil Elbow”.

The use of hyphens will be avoided. However, hyphens may be used when naming a road or public place after a person with a hyphenated name.

3.2.7 *Type of Road or Public Place*

Road names will include an appropriate road type suffix conforming with the following guidelines:

- The suffix chosen will be compatible with the class and type of road. Assistance to both the motorists and pedestrians is a major consideration in choosing the suffix.
- When a suffix with a geometric or geographic connotation is chosen it will generally reflects the form of the road, eg,
 - o Crescent - a crescent or half moon, rejoining the road from which it starts;
 - o Esplanade - open, level and often along the seaside or a river.
- For a cul-de-sac use Place, Close, Court or a suffix of similar connotation.
- Highway (HWY) will be specifically reserved for roads associated with the state arterial road network. Its use will be restricted to roads of strategic importance constructed to a high standard.

The following list of suitable road type suffixes is included as examples. [The list has been sourced from Australian Standards AS 1742.5 - 1986 and AS 4212 –

1994. An expanded road type list and acceptable abbreviations can be sourced from AS 4590:2006. In most instances the connotations are clear but where necessary a definition can be checked in a dictionary.] Only road types shown in the standards documents will be used.

Alley	Avenue	Boulevard	Bypass
Circle	Circuit	Circus	Close
Court	Crescent	Drive	Arcade
Grove	Lane	Mews	Parade
Parkway	Place	Plaza	Promenade
Road	Row	Square	Street
Terrace	Walk	Way	

3.2.8 No Prefix or Additional Suffix

The use of a compass point prefix/suffix or an additional suffix such as “north” or “extension” will be avoided, particularly where new roads are to be named. Where an existing road is subsequently bisected as a result of traffic management planning or some other reason, it may be appropriate to delineate each half of the road by the addition of a compass point suffix for the purposes of assisting the community and the emergency services to locate the appropriate part of the road.

3.3 Naming of Private Roads

This policy covers all formed roads that are regularly accessed and therefore includes private roads. Private land owners are not obliged to seek Council approval for naming their roads. However, there is a public interest in encouraging private land owners and developers to select suitable names, preferably in accordance with this policy, and to obtain Council endorsement for the name. Where Council proposes to assign a name to a private road it will consult with the owner of the land over the proposed name and the signage requirements for the road.

3.4 Consultation with Adjoining Councils

If a Council decides to change the name of a public road that runs into the area of an adjoining Council, the Council will give the adjoining Council at least two months notice of the proposed change and consider any representations made by the adjoining Council in response to the notice. [see s.219(2) of the LG Act].

3.5 Public Notice of Name Assignment or Change

Council will give public notice of the assigning or changing of a **road or public place** name. This will be by publication in the Government Gazette and by notice in a newspaper circulating generally throughout the State, as required under the LG Act. Public notice will include the date that the new name takes effect (see below) and notice will also be published on the Council's website <https://www.marion.sa.gov.au/>.

3.6 Advise Relevant Parties of New Name or Name Change

Council will provide written notice (e.g. by email) of Council's decision on a **new road or place name** or name change to all relevant parties, including:

- Registrar-General;
- Surveyor-General; and
- Valuer-General [see s.219(3)(a) of the LG Act]
- the owner of the road (if a private road);
- **the owner of the land (if public place)**
- owners of abutting properties;
- Australia Post;
- Telstra;
- SA Water;
- ETSA Utilities;
- SA Police;
- SA Ambulance Service; and
- SA Metropolitan Fire Service and/or Country Fire Service

3.7 Date of Effect for New Names or Name Changes

The date of effect of the **new or changed road or public** place name will be determined at the time the decision to assign the name so as to allow sufficient time for all stakeholders to make arrangements to ensure a smooth transition.

The date of effect will be determined after considering:

- In respect of renaming an existing road, the impact on existing property owners, residents, tenants and occupiers. For example the time required to advise relevant parties to change letterhead stationary and advertising references;
- Potential confusion for people using maps and street directories that effectively become out of date; and

- The desire of some developers to sell property 'off the plan' and the opportunity for new owners to know their future address at an early stage.

Council will update the Register of Public Roads as required by s.231 of the LG Act.

3.8 Road Name Signage

Council will ensure road naming signage in accordance with the relevant Australian Standard (AS 1742.5 – 1997) is erected. (Signage may be erected during construction of a sub-division).

NOTE: Signage for State road names is the responsibility of DTEI.

4. REVIEW AND EVALUATION

This policy will be regularly monitored and reviewed each year. Public notice will be given of adopting or altering this policy. [see s.219(7) of the LG Act].

5. REFERENCES

- *Local Government Act 1999*
- *Guidelines for the Selection of Names for Roads in SA*
- *AS/NZS 4819:2011 Geographic Information – Rural and Urban Addressing*
- *City of Marion Open Space Policy: for memorials*

1. RATIONALE

Streetscapes are a key element of the public realm that along with open spaces and public plazas, play a significant role in how people experience the City of Marion. They are a principle asset that affects everyone - residents, businesses, workers and visitors – and they play a critical role in defining the character of neighbourhoods whether they be residential, commercial or business.

The City of Marion is dissected by an extensive road hierarchy that comprises a network of arterial, sub-arterial, distributor, collector, and local roads and streets. This network contains 460 kilometres of roads and 783 kilometres of footpaths. With a population over 88,000 there are many residents, businesses and visitors that use the road network to move around the city, recreate and gain value from the amenity provided by roads and streets.

2. POLICY STATEMENT

The planning, development and management of streetscapes are guided by the themes of the Strategic Plan – Towards 2040 that outlines the community's aspirations.

The Streetscape Policy provides for a strategic approach to the development of road and street infrastructure, including verges and footpaths to create a city for people. The Local Government Act or other legislation does not dictate levels of service, construction methodology, or the extent of Council's footpaths and verges. This policy will influence streetscape outcomes at both city-wide and individual street levels.

3. OBJECTIVES

To improve the amenity and functionality of streetscapes in the City of Marion so they add value to people's experience of the City.

PRINCIPLES

The following principles will guide the City of Marion's planning, development and management of streetscapes:

3.1 A strategic approach will define the street network through balancing the dual roles of streets as safe thoroughfares for movement of pedestrians, cyclists and vehicles, and as destinations for people

3.2 Streetscape design will be attractive, enable accessibility, and be of high amenity value in key locations so they are places where people of all ages, cultures and abilities want to spend time at different times of the day and year

3.3 Landscaping will be environmentally sustainable incorporating the use of water sensitive urban design and the use of indigenous plantings where possible to support the

role of streets as connectors, enhance habitat corridors, cool the urban environment, and enhance road safety

3.4 Neighbourhood identity and sense of place will be enhanced by streetscapes that contribute to a positive neighbourhood image and provide opportunities for social interaction for the community, neighbours and visitors

3.5 Streetscapes will be enhanced by visual connections with their surrounding environments

3.6 Commercial, business and education precincts will be enhanced by streetscapes that contribute to the attractiveness of these areas

3.7 The level of service for streetscapes will be maintained by the timely application of proactive maintenance and auditing programs

4. POLICY SCOPE

The scope of this policy includes the area of the street surface and adjoining land between property boundaries.

Streetscape elements include:

- Road/street surfaces, including parking bays, crossings
- Pedestrian laneways that connect streets
- Footpaths
- Bikeways
- Street trees
- Verges/landscaping/plantings
- Street furniture
- Street lighting
- Bus shelters/stops
- Public and community art
- Kerbs
- Utilities including power, stormwater infrastructure, NBN
- Traffic control devices
- Signage
- Adjoining built form or open space

- Off-road shared or single use walking and cycling paths except where located within public open spaces

5. IMPLEMENTATION

This policy is a component of a Streetscape Framework that also includes a 10-Year Streetscape Program. The policy and program will be supported by operational systems and processes to ensure efficient delivery of appropriate service levels for streetscape capital and renewal works.

6. DEFINITIONS

Streetscape: The collective appearance of street elements including streets, footpaths, verges, furniture, building frontages and other land uses that are located along a street

Streets: Publicly owned land located between property boundaries that is for the use of motor vehicles, small wheeled vehicles, and bicycles that form a network of arterial roads and local streets

Footpaths: The pathway that exists in streetscapes that enables the safe and efficient movement of pedestrians

Bikeway: Bikeways can be on-road bicycle lanes that are marked for exclusive use by cyclists, separated bicycle lanes that are located against the kerb and separated from the vehicle travel lane by a parallel parking lane

Verge: The section of road reserve between the edge of a made roadway or constructed kerb and water table (if in place), and the boundary of the adjoining certificate or crown title boundary that does not contain a footpath

Traffic control devices: Markers, signs and signal devices used to inform, guide and control traffic, including pedestrians, motor vehicle drivers and cyclists

7. REFERENCES

This policy links with the following:

Australian Government

- Building Code of Australia
- Austroads standards for pedestrians

South Australian Government

- Road Traffic Act 1961
- Local Government Act 1999
- Development Act 1993

- South Australian Planning Strategy
- Development Regulations (e.g. fencing)
- South Australian Public Health Act 2011

City of Marion

This policy links with the following current documents:

- Road Hierarchy Plan
- Development Plan
- Walking and Cycling Strategy
- Tree Management Policy
- Tree Management Framework
- Street Tree Audit
- Asset Management Policy and Plan
- Resilient South Regional Climate Change Adaptation Plan

8. REVIEW AND EVALUATION

To be reviewed within Asset Management Policy and Plan 2018/19

1. RATIONALE

To communicate with residents and stakeholders to reinforce and promote the directions and strategies of the six themes within the *Community Vision – Towards 2040* and not include information that **is contradictory**. ~~contradicts them.~~

2. POLICY STATEMENT

This policy provides guidance of the content of advertising and the types of articles published in *City Limits*.

3. PRINCIPLES

In producing and publishing the *City Limits*, the following principles are **considered and applied**;

~~Overriding principles~~ *City Limits*:

- 3.1 Promotes the directions and themes of the *Community Vision – Towards 2040* and provides information to the community.
- 3.2 Aims to be free of discriminatory or defamatory content.
- 3.3 Articles should not expose Council to legal action.
- 3.4 Reporting and commentary should adhere to the highest standard of accuracy.
- 3.5 Is produced in accordance with the City of Marion Style Guide.
- 3.6 ~~Adheres to~~ **Consistent** with the Publications Policy (Elected Members).
- 3.7 Is produced and distributed three times a year.
- 3.8 Articles should not portray people or depict material ~~which~~ **that** discriminates against or vilifies a person or community group based on race, ethnicity, sex, age, sexual preference ~~orientation~~, religion, disability or political belief.
- 3.9 Articles ~~should~~ **will** not directly ~~thereby intentionally~~ promote:
 - 3.9.1 Alcoholic drinks,
 - 3.9.2 Betting or gambling,
 - 3.9.3 Tobacco products or manufacturers of tobacco products,
 - 3.9.4 Products or services of an intimate nature including adult stores, ~~sex lines~~ **and or sexual** websites,
 - 3.9.5 Financial products or services that promote loans,
 - 3.9.6 Illegal activities or anti-social behaviour including use of illicit drugs or reckless driving,
 - 3.9.7 Violence.

Development of Articles:

- 3.10 Content is developed, written and edited by the City of Marion. Qualified sub-contractors or special contributors may also be required to write articles.
- 3.11 Senior management will be consulted on the overall direction and on feature articles of strategic importance.
- 3.12 Ideas for articles are provided by City of Marion staff, members of the community, management and Elected Members.
- 3.13 City of Marion will obtain a person's consent to take their photograph and feature them in an article. If the person is a minor, consent will be obtained from their parent or legal guardian.
- 3.14 The selection criteria for articles includes:
 - 3.14.1 Supports the *Community Vision – Towards 2040*,
 - 3.14.2 Newsworthiness,

- 3.14.3 Topicality,
- 3.14.4 Photographic opportunity,
- 3.14.5 Balance of subject matter,
- 3.14.6 Content of previous editions.

Format:

- 3.15 City Limits is a 24 page, A4 size full colour publication **distributed three times a year.**¹
- 3.16 Technical standards including font and layout will adhere to the City of Marion Style Guide.

Elected Member Contributions:

- 3.17 Space will be reserved for one column from the Mayor in each edition.²
- 3.18 Space will be reserved for a column from six Ward Councillors (one from each ward) in each edition.³
- 3.19 Ward Councillor columns will be alternated so that each Councillor provides a column in every second edition.
- 3.20 Contributions will appear in **ward** alphabetical order ~~by ward~~ (Coastal, Mullawirra, Southern Hills, Warracowie, Warriparinga, Woodlands).
- 3.21 ~~Elected Member~~ **Ward Councillor** contributions will appear with their photograph and contact details.
- 3.22 Contact details of ward Councillors who do not have a column in an edition will also be included.
- 3.23 Space will be reserved for 200 words for each ~~Elected Member~~ **ward Councillor column.**
- 3.24 A photograph relevant to content will be inserted in each ward Councillor's column.
- 3.25 Contributions from ward Councillors must be emailed to the City of Marion by a deadline which will be specified during the lead up to publication.
- 3.26 ~~Elected Member~~ **Ward Councillor** contributions will not be published during a caretaker period for Local Government Elections.
- 3.27 Contributions must adhere to the Publications Policy (Elected Members).

Advertising:

- 3.28 ~~The magazine~~ **City Limits** does not include paid advertising.
- 3.29 Adverts promoting **eCouncil** events, services or initiatives may be included at the discretion of the City of Marion where it is considered that this will be a more effective approach than articles.
- 3.30 Adverts promoting initiatives or projects supported by **eCouncil** may be included where it is considered this will be a more effective approach than articles.

Distribution:

- 3.31 ~~The publication~~ **City Limits** is free.
- 3.32 ~~It is distributed~~ **Distribution of City Limits is via;**
 - 3.32.1 letterbox drop,
 - 3.32.2 made available at City of Marion facilities including the Administration Building, Libraries and neighbourhood centres,
 - 3.32.3 ~~and on eCouncil's~~ website,

¹ Refer City of Marion General Council meeting 23 May 2017 (GC230517R06).

² As above.

³ As above.

3.32.4 mailed to stakeholders outside the council area.

4. POLICY SCOPE AND IMPLEMENTATION

This policy applies to the City of Marion.

5. DEFINITIONS

The following terms apply to this policy;

Adult store	<i>A shop that provides services or products of a sexual nature.</i>
Advertising	<i>Attracting public attention to a product, service or business by a paid announcement.</i>
Alcoholic drinks	<i>Any beer, wine, spirits or cider or other drinks of an intoxicating nature.</i>
Article	<i>Non-fictional journalistic account of events.</i>
<i>Community Vision – Towards 2040</i>	<i>City of Marion Strategic document that espouses six themes that represents the shared values and aspirations that will guide how our city develops.</i>
Illicit drugs	<i>Unlawful drugs and substances.</i>
Ward Councillor	<i>Elected Member.</i>

6. ROLES AND RESPONSIBILITIES

The Communications Team is responsible for the implementation and management of this policy.

7. REFERENCES

- Publications Policy (Elected Members)
- City of Marion *Community Vision – Towards 2040*

8. REVIEW AND EVALUATION

This policy will be reviewed once during a term of Council. Its review will be initiated by the Governance Department.

1. RATIONALE

The City of Marion's participation in the Sister Cities Program (SCP) enables the community to establish and maintain friendships with other communities throughout the world.

2. POLICY STATEMENT

The program SCP creates the opportunity to foster international goodwill while enriching our community with a broader understanding of other nations, their traditions, customs and cultures. It also provides an avenue that may lead to economic benefits, tourism and cultural exchanges.

3. OBJECTIVES

To outline identify how the City of Marion will select and maintain the SCP sister cities' relationships to;

- Develop long-lasting, mutually beneficial friendships and exchange ideas.
- Gain a valuable understanding of international, national or state issues, cultures and traditions,
- Generate harmony, tolerance and goodwill
- Promote economic growth and increase tourism
- Exchange cultural and educational experiences and values
- Exchange technical assistance and advice to other cities.

4. EXISTING SISTER CITIES RELATIONSHIPS

The City of Marion maintains the following sister cities relationships;

- Kokubunji, Japan (established 1993)
- Naracoorte, South Australia (established 1995)

This relationship is a link between the City of Marion and the above cities to promote the objectives of the program SCP.

5. ESTABLISHING AND MAINTAINING A SISTER CITY RELATIONSHIP

Sister city relationships should be established for their strategic relevance to the City of Marion and its residents. Where possible, relationships should be based on the concept of reciprocity and mutual benefit except in circumstances where they have been entered into for humanitarian reasons.

5.1 Criteria

In addition to ensuring the relationship meets the objectives of the SCP and this policy, council will use the following criteria to assess the suitability of entering into a new sister cities relationship or when reviewing existing friendships;

5.1.1 **General:** relevance to the local community, any existing linkages, demographics (including cultural), historical, sporting or artistic significance and ease of access.

5.1.2 **Economic:** similar economic conditions, trade and investment opportunities tourism potential.

5.1.3 **Social:** similar social infrastructure and issues, opportunity for broad-based activity, people-to-people interest, energy and commitment.

5.1.4 **Educational:** opportunity for student/teacher exchange programs.

5.1.5 **Humanitarian**: opportunity to use skills of City of Marion staff and the community to assist in the development of the sister city consistent with the provisions of the ~~Humanitarian Leave Procedure~~ other organisational policy/procedure.

5.1.6 **Existing relationships**: assessed against level of communication with Sister City, history of outcomes to-date and current and /proposed projects.

A review of the relationship /friendship will be undertaken upon Council direction.

5.2 Approval Process

Approval of a sister city relationship is a three-staged process to be followed as identified below:

5.2.1 Sister Cities Friendship Group (see below) identifies and recommends to a General Council Meeting a potential relationship.

5.2.2 Adoption at a General Council meeting of a resolution to establish/not establish a sister city relationship.

5.2.3 Formalising the relationship with the exchange of a Memorandum of Understanding (MoU) signed by the Mayor of the City of Marion and the leader of the nominated city/town.

5.3 Sister Cities Friendship Group

A Sister Cities Friendship Group will be established with the purpose of:

5.3.1 Identifying potential sister city relationship based on the above objectives and criteria and making recommendations to council.

5.3.2 Recommending to council a program SCP including any budgetary considerations to strengthen and maintain the relationship. Costs associated with the operation of a SCP or friendship group will be determined through mutual agreement with respective cities and be subject to normal usual budget approval process.

5.3.3 Reviewing the ongoing success of the relationship in meeting the key objectives and criteria outlined in this document and making recommendations to council.

The friendship group will meet as required and comprise the Mayor, two Elected Members, community members (number as interested). The City of Marion will provide support to the group.

6. POLICY SCOPE AND IMPLEMENTATION

This policy applies to the Corporation of the City of Marion.

7. DEFINITIONS

Bilateral agreement: An agreement formed by an exchange of a promise in which the promise of one party is consideration supporting the promise of the other party.

Memorandum of

Understanding (MOU): A formal document describing a bilateral agreement between two parties.

Sister cities:

A co-operative agreement between the City of Marion and another city/town in Australia or overseas to promote shared cultural,

educational, humanitarian, economic connections and awareness.

Sister cities friendship group:

A group comprising Elected Members and the community to advise Marion Council on establishing and maintaining sister cities relationships.

8. ROLES AND RESPONSIBILITIES

This policy will be implemented and managed by the City of Marion's Communications Department.

9. REFERENCES

- N/a

10. REVIEW AND EVALUATION

This policy will be reviewed once in a term of Council (2018 – 2022). Its review schedule will be coordinated by the City of Marion Governance Unit in consultation with the Communications Unit and other key stakeholders.

1. RATIONALE

To celebrate the outstanding achievements and contributions individuals, organisations/groups and business make to enriching our community.

2. POLICY STATEMENT

The City of Marion is committed to celebrating the outstanding achievements and contributions individuals, organisations/groups and business make to enriching our community.

The Community Awards and Recognition Policy This policy outlines how the City of Marion will formally acknowledge these outstanding role models in the community whose contributions often go unrecognised. The Policy explains the types of awards and recognition council offers, who is eligible and the role of Elected Members in supporting the program.

The policy should be read in conjunction with the Community Awards and Recognition Procedures which detail how the program is administered.

3. OBJECTIVES

The Community Awards and Recognition Program reflect the values in the Community Plan – Towards 2040. The objectives of the program are to:

- Publicly and formally celebrate the outstanding achievements and contributions made by individuals, organisations/groups and businesses to the community.
- Foster pride in the achievement of those who have been nominated for recognition among the wider community.
- Build a stronger, more engaged community that values the importance of volunteering and encourages positive role models.
- Enable the City of Marion to thank recipients for their contribution on behalf of the community.

4. POLICY SCOPE AND IMPLEMENTATION

This policy applies to the City of Marion (organisational wide).

5. DEFINITIONS

Award	A prize or honour bestowed on an individual, organisation/groups and business.
Community Awards and Recognition Program	The initiative of the City of Marion to celebrate the outstanding achievements and contributions of individuals, organisations/groups and businesses to the community.
Formal awards	Formal awards are part of the Community Awards and Recognition Program. All other awards are non-formal.
Recognition	An acknowledgement bestowed on an individual, group of people.

6. COMMUNITY AWARD AND RECOGNITION PROGRAM AND PRINCIPLES

The City of Marion's Community Award and Recognition program comprises ~~seven~~ **five** awards including:

- Australia Day Awards
- Community Excellence Awards
- Unsung Heroes Awards
- Certificate of Appreciation
- ~~Marion Learning Festival Scholarship~~
- ~~Youth Recognition Awards~~
- Volunteer Recognition Awards

Non-formal recognition and creating other awards

Other formal award and recognition programs can be established provided they adhere to the principles of this policy (see the Community Awards and Recognition Procedure). The process for non-formal recognition of community members and accessing external awards are included in the procedures.

Recipients

Each award will have its own selection criteria and nomination process which must be adhered to for an entry to be valid. As a general principle, recipients of a City of Marion award can be:

- Living or deceased
- Reside, study, **train** or work in the City of Marion.
- Involved in an organisation that works predominately to benefit the City of Marion community.
- Staff employed by the City of Marion provided their involvement falls outside of employee-related activities.
- An animal.

Nominations

All nominations must adhere to the following principles:

- Nominations for all awards/recognition categories should be made by persons other than the nominee themselves and should address the specific selection criteria.
- All nominations must be accompanied by the contact details of at least one referee able to confirm the accuracy of the information provided by the nominator.
- All nominations, including the details of nominators and referees, will be kept in strictest confidence.

7. ROLE OF ELECTED MEMBERS

The role of Elected Members in the Community Awards and Recognition program ~~is to~~ **include**;

- Promote individual awards to the community
- Nominate individuals and groups for awards
- Participate in the judging of awards as required
- Represent the community at award ceremonies

Judging

Australia Day Awards – A judging panel comprising the Mayor, Deputy Mayor and one other Elected Member will select the winner of the awards.

Marion Learning Festival Scholarship – The Mayor will select the scholarship winner from names forwarded by the Marion Learning Festival organising committee.

The other award categories do not require judging.

7. ROLES AND RESPONSIBILITIES

The Unit Manager Communications is responsible for the implementation of this policy.

8. REFERENCES

- *Community Awards and Recognition Procedures*
- *2013–2016 Youth Plan*
- *Staff Memorial Policy*
- *City of Marion Community Vision – Toward 2040*

9. REVIEW AND EVALUATION

This policy will be reviewed once during a term of Council. Its review will be initiated by the Governance Department Communications Unit.

1. RATIONALE

This policy aims to build strong and positive relationships with the community and stakeholders using technology via various social media platforms.

2. POLICY STATEMENT

~~With the growing use of social media, the City of Marion recognises the opportunity to connect further with the community. Social media allows the community to share their thoughts, feelings and ideas with the Council and vice versa. This will result in genuine two-way communication and engagement.~~

~~Social media forms part of the City of Marion's Digital Communication and Engagement Strategy. It aims to build strong and positive relationships with the community and stakeholders.~~

~~Social media tools will be integrated into the official website and other channels so that all of City of Marion's communication and engagement, including traditional methods, actively promote and complement each other.~~

~~The use of social media will be conducted in an appropriate and professional manner, hence upholding the integrity and professionalism of City of Marion's reputation in the online environment.~~

This policy outlines how social media will be used across the City of Marion ~~on~~ **for** Council business or relevant topics. This ~~policy should be read in accordance with the Social Media Procedure and relevant documentation.~~

3. OBJECTIVES

The City of Marion's social media interactions aim to be:

- Accurate.
- Provide clear and timely information.
- Be free from and discriminatory/defamatory or potentially discriminatory/defamatory content.
- Mitigate potential to expose Council to legal action.

4. POLICY SCOPE AND IMPLEMENTATION

This policy is applicable to any social media sites in the online environment including, but not limited to, social networking sites, microblogging sites, photo sharing sites, video sharing sites, media sites, blogs, wikis, forums and discussion boards. ~~As the digital landscape is ever evolving, This~~ policy captures any new platforms that emerge. This policy is applicable to all staff who use the City of Marion social media accounts **in a corporate context**. ~~Where staff refer to City of Marion in their personal accounts, this policy will come into effect.~~

This policy does not apply to Elected Members' personal use of social media, provided that the City of Marion is not referenced in a manner which defames the Corporation, Elected Members or staff. In this event, ~~this policy will come into effect~~ **any reference to the City of Marion be consistent with the Publications Policy.**

5. DEFINITIONS

Account –	a profile on a single social media platform.
City of Marion –	The Corporation of the City of Marion Council and its Elected Members, staff, policies, services, suppliers, stakeholders or any other council related issues.
Community –	people who live, work, study, conduct business and use the facilities or public places in the City of Marion.
Content –	any information that can be published to an account, such as statements, photos, and videos.
Documentation –	social media documents (listed in references) to assist staff in best practice use.
Social media –	web-based tools and smartphone applications that allow users to easily connect and communicate with each other as well as publish, share and discuss information content such as text, photos, video and audio. Social media websites are characterised by interaction, collaboration and user-generated content, with a focus on building online communities of people who share interests and/or activities.
Local catchment area –	City of Marion and surrounding council areas from where visitors or customers travel, including Holdfast Bay, West Torrens, Unley, Mitcham and Onkaparinga.
Online/digital communications –	any communications that takes place using the internet.
Platform/tool/site –	a social media website, such as Facebook, Twitter or YouTube.
Publish –	the uploading of content to an account, such as a status update, comment, post, tweet, photo, video or link.
Staff –	any person carrying out duties or performing tasks for and on behalf of the City of Marion whether they are paid or unpaid, including employees, contractors, consultants, volunteers, students or any other persons that are involved with the City of Marion.

6. USE OF SOCIAL MEDIA

The City of Marion will use social media as follows:

- Maintain accounts for target audiences where positive social media engagement might be most successful.
- Regularly maintain and monitor the accounts to ensure content is published on a regular basis; enquiries are responded to in a timely manner; and any inappropriate use of the account is dealt with appropriately.
- Regularly communicate and promote City of Marion news, initiatives and events - and actively listen to the community's views.

- Raise the profile and public awareness of council business, services, public resources and facilities.
- Provide more opportunity for timely responses to relevant customer enquiries, and provide referrals to other communication methods if needed, ~~particularly other digital tools and online services~~ such as the website.
- Increase access between City of Marion and the community, especially with different audiences who may not receive messages through traditional channels. ~~such as young people and people who are homebound.~~
- Strengthen City of Marion's reputation as being responsive, consultative, participatory and transparent.
- Develop and manage an online community that is a safe and respectful place where members are encouraged to communicate and interact with City of Marion and each other, without any defamatory or inappropriate content. Involve the community in strategic direction and planning processes by promoting community consultation projects and engagement opportunities to seek public opinion.
- Identify issues circulating in the community.
- Promote local businesses, organisations and events that are located within the City of Marion and local catchment area that may be of interest to the local community, in accordance with the City Limits Publications Policy Advertising Principles (5.4 and 5.5). Promotion is at the discretion of the City of Marion.
- City of Marion social media accounts should actively promote other council accounts by sharing posts or mentioning each other where possible.

7. ROLES AND RESPONSIBILITIES

The Unit Manager Communications is responsible for the implementation and management of this policy.

8. REFERENCES

- Social Media Procedure
- Digital Communications and Engagement Strategy
- **Publication Policy**
- Internet & Email Access and Usage Policy
- Community ~~Consultation~~ **Engagement** Policy
- Records & Document Management Policy
- ~~Publications Policy~~

Copyright Act 1968 (Cth)
Criminal Law Consolidation Act 1935 (SA)
Defamation Act 2005 (SA)
Fair Trading Act 1997 (SA)
Fair Work Act 1994 (SA)
Freedom of Information Act 1991 (SA)
Local Government Act 1999 (SA)
Local Government (Elections) Act 1999 (SA)
Equal Opportunity Act 1984 (SA)
Australian Human Rights Commission Act 1986 (Cth)
Spam Act 2003 (Cth)
Privacy Act 1988 (Cth)
State Records Act 1997 (SA)
Civil Liability Act 1936 (SA)

9. REVIEW AND EVALUATION

This policy will be reviewed once during a term of Council. Its review will be initiated by the Governance Department.

DRAFT

1. RATIONALE

To establish general principles that will guide the City of Marion's activities in supporting and developing the local economy.

2. POLICY STATEMENTS

- 2.1 The *City of Marion Community Vision - Towards 2040* endorses six themes which represent the shared values and aspirations that will guide how our city develops.
- 2.2 Growing prosperity in the City of Marion is vital to achieving a better quality of life for the community.
- 2.3 Sustainable economic growth at a local level is critical to generate ongoing employment opportunities and to support improvements in infrastructure and services for the community as a whole.
- 2.4 A commitment to environmental sustainability, through a circular and low carbon economy is needed to help ensure the long-term sustainability of the local economy.
- 2.5 Although recognising the influences of market forces and other factors on local economic conditions, local government plays a major role in sustainable economic growth.
- 2.6 The *Local Government Act 1999* (SA) specifically identifies one of the functions of a council as promoting its area to provide an attractive climate and locations for the development of business, commerce, industry and tourism.¹

3. PRINCIPLES

- 3.1 The City of Marion is committed to facilitating **city activation** through economic development and to developing a local economy that is diverse, innovative and adapts quickly and effectively to change.
- 3.2 The City of Marion will play three major roles in supporting economic development;
 - 3.2.1 Providing leadership for its community by supporting innovative smart initiatives in developing the local economy.
 - 3.2.2 Facilitating the delivery of projects that assist with the growth of the local economy, development of its businesses and creation of ongoing employment and skills development opportunities for its residents.
 - 3.2.3 Building partnerships with both the private and public sectors to achieve its economic development aims.
- 3.3 The City of Marion will provide services that contribute to the creation and maintenance of a supportive local business environment and will ensure that the needs of the business community are considered when designing and delivering infrastructure.
- 3.4 The City of Marion will actively promote Marion as a place to live, learn, work, invest and do business.
- ~~3.5 Where appropriate, the City of Marion will seek to add value to State and Commonwealth Government programs based on the potential for economic benefits to the City and its community.~~
- 3.5 The City of Marion will work collaboratively with the Southern Adelaide Economic Development Board to advocate throughout government, business, education, community and not-for-profit organisations to realise the full economic potential of our community.

¹ *Local Government Act 1999* (SA) s 7(g).

- 3.6 The City of Marion will **build strategic partnerships/utilise a collaborative approach** with other stakeholders at a regional, metropolitan and state level where there are clear benefits to be gained for the City of Marion community.
- 3.7 ~~Individual projects will be assessed on a case-by-case basis and the City of Marion will consider taking a direct financial interest in projects subject to a full assessment of the risks and potential financial and economic returns.~~
- 3.8 Economic development will be balanced with community wellbeing.

4. POLICY SCOPE AND IMPLEMENTATION

This policy applies to the City of Marion.

5. DEFINITIONS

N/A.

6. ROLES AND RESPONSIBILITIES

The Unit Manager Economic Development is responsible for the implementation and management of this policy.

7. REFERENCES

- City of Marion *Community Vision – Towards 2040*.
- *Local Government Act 1999 (SA)* s 7.

8. REVIEW AND EVALUATION

This policy will be reviewed once during a term of Council. Its review will be initiated by the Governance Department.

CORPORATE REPORTS FOR INFORMATION/NOTING

Woodend Primary School – Traffic and Parking Improvements

Originating Officer	Coordinator Traffic & Parking - Nadia Yeoman
Corporate Manager	Manager Engineering and Field Services - Mathew Allen
General Manager	General Manager City Services - Tony Lines
Report Reference	GC180814R08

REPORT OBJECTIVE

At the General Council meeting of 10 April 2018, Council resolved the following:

1. *Notes the Report*
2. *Writes to the Education and Planning Ministers to halt the proposed development of the Woodend Primary School site unless it includes a solution to the current and potential increase to the traffic issues being experienced by residents.*
3. *Receives a further report should a feasible kiss and go option be identified by the State Government.*

The purpose of this report is to provide a progress update on the preferred kiss and go option identified by the Department of Education, the School and Council collaboratively.

RECOMMENDATION

That Council:

1. **Notes the Report.**
2. **Notes that the State Government will contribute \$250,000 to fund the extension of the kiss and drop zone on Edward Beck Drive, Sheidow Park.**
3. **Endorses Council providing in kind support for the design and project management to extend the kiss and drop zone on Edward Beck Drive, Sheidow Park.**

DISCUSSION

Following a letter sent to the Department for Education, a meeting was held on 16 May 2018 to discuss potential solutions to traffic concerns associated with morning drop off and afternoon pick up times outside Woodend Primary School. In attendance were representatives from the Department for Education, Woodend Primary School and City of Marion. At this meeting the following outcomes were agreed upon:

1. Investigate extending the existing kiss and drop zone along Edward Beck Drive by a further 5-6 car bays.
2. Reviewing and changing existing parking controls in Edward Beck Drive (where required and with appropriate consultation) to improve student safety and reduce traffic congestion.
3. Review and develop where possible improved pedestrian and bike access along Franklin Court to reduce the need to travel to the school by car.

In a letter dated 11 June 2018, the Hon John Gardner (Minister for Education) confirmed that the State Government would make \$250,000 available to address congestion around the school and extend the kiss and drop zone. Refer to the letter in **Attachment 1**.

A follow-up meeting was held on 14 June 2018, in which it was confirmed that:

A. Council will undertake a design of the extension of the existing indented kiss and go zone on the southern side of Edward Beck Drive.

B. Council will undertake a parking trial in Edward Beck Drive during school term 3 of 2018, followed by consultation on how the trial performed.

C. Council will design a walking and cycling pathway to and from the Woodend School, from the school oval / Franklin Court through the various reserves to the west to facilitate an easy and safe path that avoids the busy roads in the area. This path is depicted within Council's Walking and Cycling Plan (2018-2022).

The extent of the work is subject to:

- Remaining funds from the construction of the kiss and drop zone, and
- Community consultation.

Attachment

#	Attachment	Type
1	11 June 2018 Minister for Education the Hon John Gardner MP	PDF File



Government
of South Australia

Hon John Gardner MP
Member for Morialta

RECEIVED	
CITY OF MARION	
INFORMATION MANAGEMENT	
14 JUN 2018	Original Fwd: <input type="checkbox"/>
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18ME0418

Mayor Kris Hanna
City of Marion
PO Box 21
OAKLANDS PARK SA 5046

Dear Mayor Hanna *Kris*

Thank you for your letter regarding parking and drop-off/pick-up issues at Woodend Primary School. I note that the City of Marion has undertaken extensive works to upgrade the school crossing and widen footpaths in the vicinity of the school to improve the situation.

I am aware that there continues to be traffic congestion around the school and that officers from the education department met with the council's Chief Executive and other council officers, Mr Steve Freeman, Principal of Woodend Primary School and yourself on 16 May 2018 to discuss solutions to reduce the congestion.

I am advised that the meeting was positive and that various options have been identified and are being reviewed by relevant council officers, with a further meeting planned for Thursday 14 June 2018 to finalise the preferred options. I confirm that the state government will make available funding of up to \$250,000 towards a kiss and drop zone and measures to address traffic congestion around the school.

Thank you for your interest and cooperation in this matter and I look forward to a positive outcome for the school community and the local residents.

Yours sincerely

Hon John Gardner MP
Minister for Education

11 June 2018

SCANNED

Minister for Education

Level 9, 31 Flinders Street, Adelaide SA 5000 | GPO Box 1563, Adelaide SA 5001 | DX 128 Adelaide
Tel 08 8226 1205 | Fax 08 8226 1556 | Email minister.gardner@sa.gov.au | ABN 60 168 401 578



Questions Taken on Notice Register

Originating Officer	Governance Officer - Victoria Moritz
Corporate Manager	Manager Corporate Governance - Kate McKenzie
General Manager	General Manager Corporate Services - Vincent Mifsud
Report Reference	GC180814R09

REPORT OBJECTIVE

To receive and note the information contained within the *Questions Taken on Notice Register* provided in Appendix 1.

EXECUTIVE SUMMARY

The 'Code of Practice – Procedures At Council Meetings 2017/18' states that:

4.7 Questions without Notice that were not answered at the same meeting will be entered into a register. This register will be tabled as an information report at the following meeting.

Under Regulation 9 of the Local Government (Procedures at Meetings) Regulations 2013 (the regulations):

- (3) A member may ask a question without notice at a meeting.
- (4) The presiding member may allow the reply to a question without notice to be given at the next meeting.
- (5) A question without notice and the reply will not be entered in the minutes of the relevant meeting unless the members present at the meeting resolve that an entry should be made.

RECOMMENDATION

That Council:

- 1. Notes the report "Questions Taken on Notice Register"**

Attachment

#	Attachment	Type
1	Appendix 1 - Questions Taken on Notice Register	PDF File

Questions Taken on Notice Register



Appendix 1

Report Reference	Meeting Date	Councillor	Responsible Officer	Question taken on notice during the meeting	Response
Tonsley Water Agreement GC180724R02	24 July 2018		Vincent Mifsud	What is the depreciation rate for the Tonsley water pipe?	The annual depreciation for the Oaklands Wetland Infrastructure is \$141k. This is primarily made up of \$60k for transfer pipes, pumps and inlet works and mechanical works including transformer of \$49k, which have an estimated remaining useful life of 44 years. The balance of \$32k is made up of other infrastructure works which include wetland edging, weir structures, reed bed and excavation works.
Work Health & Safety Report – June 2018 GC180724R14	24 July 2018		Kate McKenzie	What are the injuries to staff costing the City of Marion?	The direct cost to the City of Marion for workplace injuries relates to the loss of wages. The Council is responsible for the first two weeks of any lost time injury before the workers compensation insurance commences. In 2017/18, Council incurred approximately \$70k of lost wages due to workplace injuries. These figures are wages only and don't include indirect costs such as light duties, claim processing, staff time for return to work process, etc. It should be noted that the Lost Time Injury Frequency Rate (LTIFR) has reduced by 78% over the past two years meaning the direct costs to Council is also decreasing.

WORKSHOP / PRESENTATION ITEMS

MOTIONS WITH NOTICE

Single Use Plastics

Elected Member Councillor Luke Hutchinson

Report Reference: GC180814M01

Motion:

That:

- 1. The City of Marion ban all single use plastics (including but not limited to, drinking straws, utensils, plates and food packaging) at all council run events, with immediate affect.**

Supporting Information:

Nil

Response Received From: Rebecca Neumann, Senior Environmental Planner and Allison Byrne, Waste Education Officer

Staff Comments:

Currently when dealing with major council-run events (i.e. attracting 500+ people), City of Marion's 'Waste Wise Events Guide' serves as a tool to educate event organisers about preferred packaging options for products that are recyclable or compostable. This is a voluntary plastic reduction strategy.

In Australia there have been three broad approaches to eliminating single use plastics from council run events:

- Ban of all single use plastic items
- Banning a limited number of 1 – 3 single use plastic items
- Public education approach (discouraging but not banning items)

The most common approaches used by Councils focus on education or bans for a limited number of items (e.g. balloons or straws).

Single-use plastics includes items such as:

- Non-recyclable items use for serving and consuming food and drink (plates, cutlery, straws, cups, ice-cream wrappers etc.)
- Bottled water and other recyclable drink containers
- Promotional and other materials e.g. balloons, bags, plastic packaging
- Food preparation and storage e.g. plastic cling wrap, safety gloves
- Bulk / supermarket food packaging e.g. bread bags, milk bottles.

Bottled water is one of the more complex items to ban due to the need for water provision at council run events where taps may not be available. Further, water bottles are recyclable and data from previous events indicates that bottles are mostly placed in event recycling bins and at times provide fundraising opportunities for community groups.

The non-recyclable, single-use plastic items for serving food and drinks at events such as plates, cutlery, straws, stirrers, coffee cup lids, balloons, foam cups and containers are readily replaceable with recyclable or compostable alternatives. These items are commonly being targeted at large scale community events in Adelaide and vendors are already well prepared to meet these requirements.

To overcome some of the issues related to the varying size of Council events and the types of plastics included in the ban, Council may wish to consider focusing the ban on major council events (i.e. event likely to attract 500+ people) and targeting non-recyclable single-use plastics used for serving food and drink.

An alternative motion could be:

That Council:

- 1. Bans the sale of food and drinks served with non-recyclable, single-use plastics at major Council events.**
- 2. Notes Administration provides an adequate number of recycling bins for bottled water and other recyclable drink containers at all major Council events.**

Rate Capping Forum

Elected Member Mayor Kris Hanna

Report Reference: GC180814M02

Motion:

That Council:

- 1. Hold a community forum at the Marion Cultural Centre in the week beginning 27 August 2018 to increase public awareness of the State Government's proposed rate capping legislation, the potential impact on Marion Council and Marion Council's position.**

Supporting Information:

There has been much media about proposed rate capping legislation over the past year. No doubt due to the publicity generated by the LGA and to some extent other Councils, I have been questioned by some community members about why "Councils" are against rate capping ie there is a belief in the community that Marion Council shares that position.

I believe we should give the community an opportunity to understand the proposed rate capping law, the (minimal) potential impact on our Council, and explain Marion Council's position. An open community forum would provide a suitable opportunity to do so. Preferably this would be held before September, when the Government Bill is due to be debated in the Legislative Council.

Response Received From: Craig Clarke, Unit Manager Communications

Staff Comments:

If Council wishes, a rate capping forum can be arranged. Information would be provided on the proposal, the impact on Marion Council and the Council's position while the community would have an opportunity to ask questions. Proponents and opponents of the legislation would be invited to participate.

The estimated costs of the forum would be:

Catering	\$450
Venue hire (including technician)	\$431
Advertising (two ¼ page advertisements in CoastCity Weekly)	\$1842
What's Happening column	Nil
Social media/electronic newsletters	Nil
Total cost:	\$2723

It is estimated that a total of 35 hours of staff time (from the Communications Team) would be required to prepare and facilitate this event.

QUESTIONS WITH NOTICE

Public Access to Contractual and Other Information

Elected Member Councillor Jerome Appleby

Report Reference: GC180814Q01

Question:

1. What impediments are there to members of the public obtaining contractual and other information from Council without having to resort to the Freedom of Information process, which can be costly and time consuming?
2. Can Administration please draft a motion which would obviate, as far as possible, the need for members of the public to resort to the FOI process?

Supporting Information:

Nil.

Response Received From:

Jaimie Thwaites, Unit Manager Governance and Records

Staff Comments:

Question 1

It is not necessary to make a freedom of information (FOI) application for documents that are already publicly available such as annual reports, budget statements, public registers and so on.

The *Freedom of Information Act 1991* serves to promote openness and transparency in governance and accountability of government agencies, including councils. To achieve these objectives, it confers on members of the public a legally enforceable right to be given access to documents. The Act sets out the legislative requirements for how applications for access to information held by the Council are to be dealt with. Some documents may be exempt from public release under the provisions of the Act.

Where information is not publicly available, the FOI process assists staff to formally assess the document and identify reasons why a particular document may not be appropriate for release. Careful consideration regarding the release of some documents or access to information is required to ensure Council does not breach confidentiality or legislative provisions.

Examples of when an FOI application may be required include:

- the information is considered sensitive and disclosure will require careful balancing of public interest factors;
- releasing the information may constitute a breach of a legislative provision;
- releasing the information may constitute a breach of confidence;
- releasing the information may constitute a breach of legal or parliamentary privilege; and
- the document contains information about a third party that cannot be redacted easily and/or consultation with a third party is required.

Fees and charges payable for the purposes of the FOI Act are set out in Schedule 1 of the *Freedom of Information (Fees and Charges) Regulations 2003* (Regulations). Section 53 ensures that financially

disadvantaged people are not prevented from exercising their rights under the FOI Act. The Regulations provide that agencies must waive or remit (including refund) fees and charges if the applicant can satisfy the agency that:

- he or she is a concession card holder, or
- payment of the fee or charge would cause them financial hardship.

In addition section 53(2a) allows an agency to waive, reduce or remit a fee or charge in circumstances other than those provided for in the Regulations. That is, an agency can reduce or waive a fee at its own discretion, on a case-by-case basis.

Question 2

Council may wish to consider a motion along the lines of:

‘That Council requests the Administration develops an Administrative Release of Information Policy to provide staff with direction in relation to the release or disclosure of information, either pro-actively or as a response to a request, outside of a formal legislative process such as freedom of information (FOI) or other legislation.’

External Funding Committee

Elected Member Mayor Kris Hanna

Report Reference: GC180814Q02

Question:

1. Has Administration formed a committee to consider sources of external funding eg State and Federal grants?
2. If so, when was the committee established, who are the members of the committee, and what external funding obtained for Council projects is directly attributable to the work of the committee?
3. If there is such a committee operating, how does it propose to communicate with Elected Members to coordinate funding efforts with the aspirations of the community?

Supporting Information:

Nil.

Response Received From:

Richard Watson Communications Adviser

Staff Comments:

1. Administration has formed the External Funding Attraction Program (EFAP).

The program is coordinated by a working group which aims to assist staff to identify and seek external funding, including grants available through the State and Federal governments.

2. The working group formed in October 2017.

The group has:

- developed processes for identifying and applying for external funding aligned to Council's strategic priorities
- synchronised the processes with the new Project Management System, which is currently being rolled out across the organisation
- developed a training program
- created an online 'grant tracker' to monitor the progress of funding submissions
- identified staff for training in seeking external funding

The first training session for staff was scheduled for 9 August and about 15 staff were due to attend. Additional sessions will be scheduled as required.

Staff will then work on pursuing external funding for Council's strategic priorities as outlined in the City of Marion Community Vision – Towards 2040, the Strategic Plan 2017 – 2027 and the Business Plan 2016 – 2019.

The working group identified and assisted with the successful submission for a \$200,000 grant towards the \$1 million upgrade of the Coastal Walking trail, to which Council is contributing \$800,000.

The grant was made available through the State Local Government Infrastructure Partnership in 2017.

The working group comprises:

Project Sponsor

Vincent Mifsud - General Manager Corporate Services

Project Manager

Craig Clarke - Unit Manager Communications

Project Coordinator

Richard Watson - Communications Adviser

Committee Member

Amy Liddicoat - Open Space and Recreation Planner

Committee Member

Greg Salmon - Manager City Activation

Committee Member

Heath Harding - Unit Manager – Finance Partnering & Rates

Committee Member

Sherie Walczak - Unit Manager Risk

Committee Member

Annmarie Mabarrack - Project Manager Leader

Committee Member

Karen Cocks - Manager Customer Experience

3. The program recognises that the Mayor will play a lead role in lobbying for major projects with support from Elected Members and information provided by the working group.

Staff will pursue funding opportunities for projects identified from Council's strategic priorities, as included in the City of Marion Community Vision – Towards 2040, the Strategic Plan 2017 – 2027 and the Business Plan 2016 – 2019.

So that any lobbying can be coordinated with funding applications, the working group will confirm with Elected Members via email the projects that will be pursued for funding.

MOTIONS WITHOUT NOTICE**QUESTIONS WITHOUT NOTICE****OTHER BUSINESS****MEETING CLOSURE**

Council shall conclude on or before 9.30pm unless there is a specific motion adopted at the meeting to continue beyond that time.