

CITY OF WEST TORRENS



## Notice of Council Meeting

**NOTICE IS HEREBY GIVEN** in accordance with Sections 83, 84, 87 and 88 of the *Local Government Act 1999*, that a meeting of the

### Council

of the

**CITY OF WEST TORRENS**

will be held in the Council Chambers, Civic Centre  
165 Sir Donald Bradman Drive, Hilton

on

**TUESDAY, 21 JULY 2020  
at 7.00pm**

Public access to the meeting will be livestreamed audio only at the following internet address: <https://www.westtorrens.sa.gov.au/livestream>

**Terry Buss PSM  
Chief Executive Officer**

#### **City of West Torrens Disclaimer**

Please note that the contents of these Council and Committee Agendas have yet to be considered by Council and officer recommendations may be altered or changed by the Council in the process of making the formal Council decision.

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**1 MEETING OPENED****1.1 Acknowledgement of Country****1.2 Evacuation Procedures****1.3 Electronic Platform Meeting****2 PRESENT****3 APOLOGIES****4 DISCLOSURE STATEMENTS**

Elected Members are required to:

1. Consider Section 73 and 75 of the *Local Government Act 1999* and determine whether they have a conflict of interest in any matter to be considered in this Agenda; and
2. Disclose these interests in accordance with the requirements of Sections 74 and 75A of the *Local Government Act 1999*.

**5 CONFIRMATION OF MINUTES****RECOMMENDATION**

That the Minutes of the meeting of the Council held on 7 July 2020 be confirmed as a true and correct record.

**6 MAYORS REPORT**

**(Preliminary report for the agenda to be distributed Friday, 17 July 2020)**

In the 2 weeks since the last Council Meeting of 7 July 2020 functions and meetings involving the Mayor have included:

**9 July**

- Conducted interviews for the vacancy on the Brown Hill Keswick Creek Board followed by a meeting with the Nominations Committee held at the City of Burnside.
- Met with Bill Gonis and Angella Pangallo at the Camden Community Centre.

**15 July**

- Met with CEO Terry Buss to compose the Mayor and CEO message for the 2019/20 City of West Torrens Annual Report.

**16 July**

- Participated in an ePlanning demonstration and briefing via electronic platform on Phase 3 "What we Have Heard" report of the Planning and Design Code presented by the Department of Planning, Transport and Infrastructure.

**18 July**

- Attending the West Adelaide vs Glenelg Tigers SANFL luncheon and match held at Hisense Stadium.

**21 July**

- Council Meeting

**RECOMMENDATION**

That the Mayor's Report be noted.

**7 ELECTED MEMBERS REPORTS**

**8 PETITIONS**

Nil

**9 DEPUTATIONS**

Nil

**10 ADJOURN TO STANDING COMMITTEES**

Nil

**11 ADOPTION OF STANDING COMMITTEE RECOMMENDATIONS**

Nil

**12 ADOPTION OF GENERAL COMMITTEE RECOMMENDATIONS**

Nil

**13 QUESTIONS WITH NOTICE**

Nil

**14 QUESTIONS WITHOUT NOTICE**

**15 MOTIONS WITH NOTICE**

Nil

**16 MOTIONS WITHOUT NOTICE**

## 17 REPORTS OF THE CHIEF EXECUTIVE OFFICER

### 17.1 Public Consultation on the Draft Budget and Annual Business Plan 2020/21

#### Brief

This report provides information on the process and outcome of Council's recent community engagement on budget and annual business plan arrangements for 2020/21.

#### RECOMMENDATION

It is recommended that Council, having considered the outcome of community consultation on the Draft Budget and Annual Business Plan 2020/21 pursuant to the requirements of Section 123 of the *Local Government Act 1999*, resolves to receive the report.

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#### Introduction

Council is required under *Local Government Act 1999* provisions to consult with the community on its proposed budget and annual business plan. This report provides information on the process and outcomes of the consultation process.

#### Discussion

The following aspects of our community consultation strategy have been used to progress engagement over the past few months:

- Preparation of a comprehensive 'Draft Proposed Budget and Annual Business Plan 2020/21' which has been available to the public through Council's web page, social media, the library, Thebarton Community Centre and the Civic Centre.
- Preparation of an 'Annual Business Plan and Budget Summary 2020/21', also available to the public as above.
- Widely publicised opportunities for members of the public to become involved in the process through feedback via Council's web page and on social media. Information also appeared in the Advertiser newspaper.

An invitation for members of the public to attend a meeting of the Council to ask questions and comment on Council's draft budget and annual business plan was not provided this year because of Covid-19 restrictions.

324 people visited the budget project page on Council's web-site, 127 people downloaded one or more documents, 139 people visited more than one page on the site and 5 people submitted a formal submission using the Your Say on-line survey tool. These submissions are included with this report as **Attachment 1**.

No other submissions were received.

Major changes to the budget and annual business plan arrangements for 2020/21, including rating arrangements, are not being proposed based on the feedback received.

It is intended that inequities, hardship and significant rate increases within the community be managed using existing provisions of the *Local Government Act 1999* that allow:

- Rates to be rebated (reduced) on a range of grounds, including to provide relief from what would otherwise amount to a substantial change of rates (Section 166(1)(l)); and
- Rates to be remitted (cancelled or reduced) or postponed where the payment of rates would cause hardship (Section 182).

More flexible payment arrangements are also in place until 30 September 2020 as a result of Covid-19.

Adoption of the budget and annual business plan and declaration of the rates is intended on 4 August 2020.

### **Climate Impact Considerations**

*(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)*

There is no direct climate impact in relation to the report.

### **Conclusion**

Council must consider community feedback as a part of the decision making process associated with budget and annual business plan arrangements for 2020/21, based on the requirements of Section 123 of the *Local Government Act 1999*.

### **Attachments**

#### **1. Community Consultation Feedback**

## Your Say West Torrens: Summary Report for 23 June 2020 to 14 July 2020

**ENGAGEMENT TOOL: SURVEY TOOL**

## Submission form

<b>Visitors (42)</b>	<b>Contributors (5)</b>	<b>Contributions (5)</b>
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Submission date	First Name	Surname	Suburb
Jul 02 20 12:08:05pm	Peter	Reschke	RICHMOND, SA

**Submission**

Council needs to allocate more funds to general footpath maintenance and installing footpaths on both sides of streets. There are trip hazards and missing sections of footpath throughout entire Council area. Thanks

Submission date	First Name	Surname	Suburb
Jul 02 20 04:56:49pm	Brad	Halliday	LOCKLEYS, SA

**Submission**

Our family have recently built a new home and moved in to 5 Netley Avenue, Lockleys. We live under a beautiful significant River Red Gum. We have actually owned and lived on the the block since 2010 and moved out for a while to build. The draft budget this year allows for "Kerb and Gutter" works on Netley Avenue, between Rutland and Strathmore Avenues (which is where our family reside). I wanted to flag there will be significant work if you are to fix the problem. There is significant pooling of water on the southern side of Netley Avenue due to the above mentioned tree, but moreso due to two more significant trees approximately 10m east, blocking the gutter and stopping the flow of water along the natural decline of the gutter (ie the water that naturally travels downhill towards Strathmore Ave is blocked by the trees adjacent to 18 Strathmore Avenue). The pooling can be so bad that water over-flows into our front lawn and also into our neighbor's shed (18 Strathmore Ave)

I would like to ask the council to include us in the design process, because we love the way the tree is a feature in front of our home, and even wondered if maybe you could extend the verge in front of our home to surround the tree, creating a chicane around the tree with possibly a gutter going around the southern side of the tree as opposed to the northern side. We also wondered whether at the same time lighting could be installed to illuminate the trunk and canopy at night, again highlighting the beauty of this 80 year-old plus tree.

Thank you

Submission date	First Name	Surname	Suburb
Jul 06 20 12:26:17 pm	Kym	Robinson	SOUTH PLYMPTON, SA

**Submission**

It's wonderful to see Upgrading of Glenlea Tennis Club included in the 20-21 Budgeting a huge amount of ongoing work has gone into our proposal to council

**Your Say West Torrens: Summary Report for 23 June 2020 to 14 July 2020**

Submission date	First Name	Surname	Suburb
Jul 07 20 01:37:09 pm	Guy	Smallacombe	GLENELG NORTH, SA
<b>Submission</b>			
<p>We encourage the council to invest monies into sporting facilities at Glenlea Tennis so that the Club can provide more courts for the members. Avoiding the need for the club to hire courts outside the council area. It's a club that we have enjoyed playing for, for over 30 years so now the extra courts will allow the juniors program to grow.</p>			
Submission date	First Name	Surname	Suburb
Jul 10 20 09:52:51 pm	Nicola	Venditozzi	TORRENSVILLE, SA
<b>Submission</b>			
<p>With regards to the major capital expenditure outlined in the draft budget, will all works seek to make use of environmentally sustainable practices as a primary goal? Will the play equipment upgrade proposed for Kings Reserve prioritise the use of recycled plastic or sustainably sourced wood for its play equipment? I would also like to understand how City of West Torrens waste budget will be targeted towards further reductions in waste to landfill. I understand the 50% diversion rate and would like to know how this will continue to reduce in the next budget period? I am also interested in whether building upgrades will be prioritising solar energy as part of the planning. Finally, could more detail be provided on Council transitioning to electric cars in the next budget year. If not next year, can some time frames be provided to the local community for transparency to support Council's commitment to mitigating climate change risks. Many thanks, Nicola</p>			



## 17.2 Proposed Management Model / Fees and Charges - New Council Facilities

### Brief

This report provides Members with information regarding the proposed management model and fees and charges for the new Council-owned community and sporting facilities.

### RECOMMENDATION(S)

It is recommended to Council that:

1. The report be noted.
2. The fees and charges, terms and conditions of hire and management model as detailed within this report be endorsed for the Lockleys Oval Sporting Facility, Apex Park Community Facility, Weigall Oval Sporting Facility and the Camden Oval Sporting Facility.
3. The Terms and Conditions of Hire for Thebarton Community Centre be applied to the hire of Lockleys Oval Sporting Facility, Apex Park Community Facility, Weigall Oval Sporting Facility and the Camden Oval Sporting Facility, all with additional temporary clauses which shall be removed at the revocation of the Covid-19 Major Emergency Declaration as contained in this report.
4. The management model for Lockleys Oval Sporting Facility, Apex Park Community Facility, Weigall Oval Sporting Facility and the Camden Oval Sporting Facility be reviewed at the conclusion of the initial 12 month lease/licence period for each facility.

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### Introduction

The following new community and sporting facilities have been constructed and / or construction is underway across the Council area:

- Camden Oval Sporting Facility;
- Apex Park Community Facility;
- Lockleys Oval Sporting Facility; and
- Weigall Oval Sporting Facility (due for completion - September 2020).

These new facilities have replaced buildings and infrastructure held by Council which were deemed at the end of their functional life. The following local sport and community groups hold (or will hold) a lease/licence agreement over a portion of these facilities in order to operate their club activities:

- Guides SA (Apex Park Community Facility)
- Scouts SA (Apex Park Community Facility)
- Lockleys Riding Club (Apex Park Community Facility)
- Lockleys Football Club (Lockleys Oval Sporting Facility)
- West Torrens Baseball Club (Lockleys Oval Sporting Facility)
- West Beach Football Club (Lockleys Oval Sporting Facility)
- Lockleys Tennis Club - formerly Mellor Park Tennis Club (Lockleys Sporting Facility)
- Goodwood Cricket Club (Lockleys Oval Sporting Facility)
- PHOS and Camden Sports and Social Club - PHOS&CSSC, (Camden Oval Sporting Facility)
- Camden Athletic Club (Camden Oval Sporting Facility - Changerooms only)
- Glenelg District Cricket Club (Camden Oval Sporting Facility - Changerooms only)
- Adelaide Angels Baseball Club (Weigall Oval Sporting Facility)
- Adelaide Cobras Football Club (Weigall Oval Sporting Facility)

Council has previously supported the following key criteria/protocols regarding terms of the lease/licence of the facilities:

- Council to retain "control" of the facilities during the latent defects period, (initial 12 month period);
- Given the significant investment in the new facilities, the Council will be looking for access to the facilities (especially function spaces) for use by the community;
- Council would further expect/require that fees for use/hire to CWT Community Groups would be at nominal levels, (commercial rates can apply for use by commercial entities etc.).

Furthermore, Council has previously supported the initial 12 month licence for each of the principal tenants to give an opportunity to settle in and bed down their operations prior to any additional hire or use model for the facility is contemplated. In addition to the standard terms and conditions, the licence agreements also require each club to allow bona fide/genuine community use of the clubroom component of the building premises, when not reasonably required by the club, at a rate to be determined each year by the Council.

A proposal to develop and define fees and charges and a management model during the initial 12 month licence period for each of the facilities was endorsed by Council. It is suggested that the proposed fee structure be based on the fees charged for other Council owned and operated community centres in the first instance. Following a full financial year of operation including community and corporate event usage, the annual operational cost of the individual facilities will then be reviewed and used to determine more suitable/relevant fees and charges. It is anticipated that this will not take place before 2021/2022 due to COVID-19 impacts, which have resulted in reduced usage of these sites.

## Discussion

### ***Fees and Charges for New Facilities***

Draft fees and charges have been developed for the following facilities:

- Camden Oval Sporting Facility;
- Apex Park Community Facility;
- Lockleys Oval Sporting Facility; and
- Weigall Oval Sporting Facility, (due for completion - September 2020).

The fees and charges have been based on those proposed for the 2020/2021 financial year for the Community Room at 173 Sir Donald Bradman Drive and Thebarton Community Centre.

Room hire fee structure for the new facilities, mirrors the structure of Council's existing community centres and is based on the category of user and their use as follows:

- A: City of West Torrens community based groups or provision of services for the community, where individual attendees/participants are not required to pay any fees or charges to the group.
- B: As above, but fees or charges are paid to community based groups for attendees/participants.
- C: Corporate / Government / Private hire.

*Note - All weekend hires (i.e. from Friday 5pm through to Monday 6am) will incur fees and charges that are considered private hire. Further, all events (i.e. in User Categories A, B and C) that are deemed to be of a "high risk" by City of West Torrens will be required to pay a Bond.*

Licence holders (i.e. Clubs) will have first preference of use of facilities and where applicable each Club will have a pre-determined number of 'free hires' of meeting rooms outlined within their licence agreement. Provision has been made for access to function spaces by other sporting and community groups and West Torrens residents in the respective licence agreements on occasions when these spaces are not required by the Clubs.

It should be noted that each facility (with the exception of Apex Park Community Facility) has principal tenant(s) who, as part of their lease/licence agreement, have sole use of the Kitchen and/or bar areas for specified periods including Friday, Saturday and/or Sunday nights during the relevant sporting season. Importantly, the principal tenant also holds a liquor licence over these facilities for the lease/licence times. As a consequence of this, external hirers must negotiate use of these areas (and any additional fees payable) directly with the relevant club, including the availability of a *Responsible Service of Alcohol* certificate holder.

**Proposed Fees and Charges for New Facilities:**

<b>Apex Park Community Facility</b>					
<b>Room</b>	<b>Room Type / Suitability</b>	<b>User Category A</b>	<b>User Category B</b>	<b>User Category C</b>	<b>Based on Existing:</b>
Main Hall	Events / gatherings/ meetings	Free*	\$25	\$55	Community Room 173 SDB Drive
Kitchen	Tea and Coffee Facilities	Free with room hire*			
Kitchen <sup>Note 1</sup>	Catering / meal preparation / Canteen use	Free*	\$10	\$10	
Bond - High Risk bookings		^\$1,000	^\$1,000	^\$1,000	
Late Cancellation Fee & Additional Fees may be applicable ( <sup>Note 6, 7, 8, 9 and 10</sup> )		\$75	\$75	\$75	

*Unless otherwise specified, hourly rates have been quoted above.*

<b>Lockleys Oval Sporting Facility</b>					
<b>Room</b>	<b>Room Type / Suitability</b>	<b>User Category A</b>	<b>User Category B</b>	<b>User Category C</b>	<b>Based on Existing:</b>
Meeting Room 1	Meetings	Free*	\$10	\$15	Thebarton Community Centre
Meeting Room 2	Meetings	Free*	\$10	\$15	
Meeting Room 1 and 2	Meetings / Seminars / Gatherings	Free*	\$15	\$25	
Function Space 1 (east) without kitchen and bar	Functions / events	Free*	\$35	\$65	
Function Space 2 (west) without kitchen and bar	Functions / events	Free*	\$35	\$65	
Function Space 1 & 2 without kitchen and bar <sup>Note 2</sup>	Functions / Events	N/A	N/A	\$110	
Entire Upstairs Space (1 & 2 and meeting rooms) without kitchen and bar - Whole Day (Open-Close) <sup>Note 3</sup>	Functions / Events	N/A	N/A	\$1,700	
Bond - High Risk bookings		^\$1,000	^\$1,000	^\$1,000	
Late Cancellation Fee & Additional Fees		\$75	\$75	\$75	

may be applicable (Note 6, 7, 8, 9 and 10)				
Tennis Court Hire Fees - per hour/per court (through <i>Book a Court</i> system)	\$1.00	\$1.00	\$1.00	

*Unless otherwise specified, hourly rates have been quoted above.*

<b>Weigall Oval Sporting Facility</b>					
Room	Room Type / Suitability	User Category A	User Category B	User Category C	Based on Existing:
Function Area - without kitchen and bar <sup>Note 4</sup>	Events / gatherings/ meetings	Free*	\$35	\$65	Thebarton Community Centre
Bond - High Risk bookings		^\$1,000	^\$1,000	^\$1,000	
Late Cancellation Fee & Additional Fees may be applicable (Note 6, 7, 8, 9 and 10)		\$75	\$75	\$75	

*Unless otherwise specified, hourly rates have been quoted above.*

<b>Camden Oval Sports Facility - Clubroom</b>					
Room	Room Type / Suitability	User Category A	User Category B	User Category C	Based on Existing:
Function Area - without kitchen and bar <sup>Note 5</sup>	Events / gatherings/ meetings	Free*	\$35	\$65	Thebarton Community Centre
Bond - High Risk bookings		^\$1,000	^\$1,000	^\$1,000	
Late Cancellation Fee & Additional Fees may be applicable (Note 6, 7, 8, 9 and 10)		\$75	\$75	\$75	

*Unless otherwise specified, hourly rates have been quoted above.*

\* Fee is not applicable unless extra costs are incurred by Council (e.g.: extra cleaning or call out costs).

*Note 1 Kitchen only available with Main Hall Hire - cannot be hired independently of the Hall.*

*Note 2 Function Space 1 & 2 without kitchen and bar includes Balcony and both function areas. Kitchen and Bar use must be arranged through Seasonal Lease/Licence holder and will incur additional fees.*

*Note 3 Upstairs Space without kitchen and bar - Whole Day (Open-Close): includes both Function spaces, balcony, meeting rooms and foyers. Kitchen and Bar use must be arranged through Seasonal Lease/Licence holder and will incur additional fees.*

*Note 4 Function Area -without kitchen and bar includes function space and foyer. Kitchen and Bar use must be arranged through Seasonal Lease/Licence holder and will incur additional fees.*

*Note 5 Function Area -without kitchen and bar: Kitchen and Bar use must be arranged through PHOS and Camden Sports and Social Club and will incur additional fees.*

*Note 6 Cancellations: one off and irregular bookings - All categories will be charged a \$ 75.00 administration fee for cancellations.*

*Note 7 Cancellations: regular hirers (at least 1 x booking per month) - Will not incur an administration fee. As long as at least 30 days written notice of cancellation is provided. Bookings made less than 30 days in advance accept that cancellation fee cannot be waived.*

*Note 8 Services incurring additional fees:*

- *Emergency Assistance \$ 180.00*
- *Set-up/pack-down of tables and chairs \$ 200 (Lockleys Oval and Weigall Oval Facilities \$ 250)*
- *Administration Fee \$ 75.00*
- *Additional Cleaning - cost recovery*
- *Security Call Out (Fault of hirer) \$ 90.00*
- *Security Access - Card/key replacement - cost recovery*
- *Security Presence - cost recovery*

*Note 9 Bookings made less than 30 days in advance accept that cancellation fee cannot be waived.*

*Note 10 If setting up equipment the night prior: A minimum booking time of 4 hours must be made with end time no earlier than 9pm - charges to cease when hirer leaves the building. The following day will be charged from 12pm at the latest with a 4 hour minimum.*

As indicated above, following a full financial year of operation of each of the facilities (including community and corporate/private event usage), the annual operational cost will then be reviewed and used to determine more suitable/relevant fees and charges based on the annual cost of operating the facility. It is anticipated that this will not take place before 2021/2022 due to Covid-19 resulting in reduced usage of these sites.

**Proposed Terms and Conditions of Hire of New Facilities:**

The Administration recommends that the Terms and Conditions of Hire of the Thebarton Community Centre (**Attachment 1**), be used as a basis to determine charging protocols for the new facilities with the following changes:

- All references to specific areas available for hire and the name Thebarton Community Centre be updated to reflect the available rooms and name of the facility to be hired.
- References to liquor licensing be altered for Lockleys Oval Sporting facility, Weigall Oval Sporting Facility and Camden Oval Sports Facility to reflect the hirer's responsibility to negotiate with the principal tenant regarding the consumption/supply of alcohol on the premises.
- Parking information updated for each facility.
- Operating procedures be updated to reflect the hours of operation of each facility.
- Removal of item 17. Art exhibition program.
- An additional and temporary clause be added to all community centre and facilities Terms and Conditions of Hire as follows:
- Pursuant to the Public Activities State Directions, people hiring a community facility from the City of West Torrens are required to submit a COVID Safe Plan and/or a Covid Management Plan, whichever is relevant dependent on numbers and activity, to the approving authority (in such manner and form as is determined by the approving authority) in relation to the activity, meeting or prescribed gathering and provide a copy of that plan to Council and any other relevant authority prior to the hire or event.
  - To assist in the development of a Covid Safe or Covid Management plan, Community Centre staff will provide hirers with room dimensions required to complete the venue capacity section, however it is the hirer's responsibility to ensure all obligations and recommendations are adhered to.

- It is the hirer's responsibility to ensure the obligations and recommendations contained within those plans are observed and that the details of attendees are maintained for contact tracing purposes.

Additional restrictions which have been imposed upon Lockleys Oval Sporting Facility and the Weigall Oval Sporting Facility through the Development Approval process have been included within the terms and conditions for hire of these facilities:

- Private functions not related to the use of the sport and recreation facilities within the precinct shall not take place within the clubroom building during times when the sport and recreation facilities are in use, including but not limited to game days, club training and community events.
- Entertainment during functions or events involving amplified music (live or other) shall be fully contained within the designated function areas, with all window and door openings to be closed shut at all times when music is being played.
- All materials, goods and refuse shall at all times be loaded and unloaded within the confines of the subject land. Delivery vehicles shall only access the site between the hours of 7.30am and 6.00pm on any day. Materials and goods shall not be stored on land delineated for use as car parking.

There is a future opportunity to seek approval to alter these conditions placed on the Development of Lockleys and Weigall Ovals, by submitting a new Development Application. The hours of operation of each facility is proposed to be:

Facility	Proposed Hours	Comments
Apex Park Community Facility	7am until 11pm Sunday to Saturday	The operating hours of the clubroom facility shall be consistent with the planning approval.
Lockleys Oval Sporting Facility	7.30am until 10.30pm Sunday to Thursday; 7.30am until 11.30pm Friday and Saturdays.	The operating hours of the bar, dining and function areas within the clubroom facility shall be consistent with the planning approval.
Weigall Oval Sporting Facility	7.30am until 11pm Sunday to Saturdays	The operating hours of the bar, dining and function areas within the clubroom facility shall be consistent with the planning approval.
Camden Oval Clubroom Sports Facility	7:30 am until 11pm Monday to Thursday, 7:30 am until 1:00am Friday (Saturday morning) and 7:30am until 2:00am Saturday (Sunday morning)	The operating hours of the bar, dining and function areas within the clubroom facility shall be consistent with the planning approval.

### **Booking Portal and Booking Fees**

To promote the use/hire of the new community/sport facilities which are, or are soon to be, operational at Apex Park, Camden Oval, Lockleys Oval and Weigall Oval, it is suggested that the existing booking portal which is accessible via Council's website, and used for booking the Thebarton Community Centre, be modified or "expanded" to incorporate these new facilities.

Further, as there are different management models being proposed for the new facilities (refer below), it is suggested that the protocols for each of the new facilities be as follows:

Apex Park - booking enquiries (via Council booking portal) are to be managed by the Council Administration (i.e. similar to Thebarton Community Centre) and all fees and charges relating to hires be retained by Council. The Administration will be responsible for provision of access, setup prior to hire and clean up etc. following the hire.

Camden Oval (Clubroom) - booking enquiries (via Council booking portal) be directed to a nominated contact at the PHOS&CSSC (the Club), which is the principal licensee of the function centre space and bar and kitchen areas within the new building on the western side of Camden Oval. Any fees associated with the booking to be retained by the Club, as the Club is to be responsible for setup prior to the hire, provision of access, clean up etc. following the hire, provision of kitchen and bar facilities (if desired by hirer) and a person with responsible serving of alcohol certification, (should the serving/sale of alcohol be desired).

Lockleys Oval and Weigall Oval - booking enquiries (via Council booking portal) for the meeting rooms and for daytime use of the function space that do not require access to the bar or kitchen facilities be managed the Council Administration, and any applicable fees or charges for this use be retained by Council and any desired use of kitchen and/or bar facilities associated with function space hire be directed to nominated person(s) of the licensee club(s).

Please note that as the first floor function space within the new clubroom building at Lockleys Oval is shared on a seasonal basis by a number of tenant clubs (i.e. Lockleys Football Club, West Beach Soccer Club and the West Torrens Baseball Club), and the function space at Weigall is shared between 2 clubs (Adelaide Angels Baseball Club and Adelaide Cobras Soccer Club) it is likely that use of these spaces will be limited to weekday daytime hours. The (2) meeting rooms on the western side of the building at Lockleys Oval will have greater public availability and do not form part of the clubs' licence areas (although the clubs have the opportunity to also book these rooms in accordance with the terms and conditions of their licence agreements).

### ***Proposed Management Models for New Facilities***

Council has previously been informed that the Administration has held discussions with each of the proposed principal tenants of the four new facilities in an endeavour to determine a suitable/agreeable management model for each premises. Five variants have been discussed, being:

1. The entire facility be managed by one principal tenant;
2. The entire facility be jointly managed by all principal tenants without a management committee being formed and incorporated;
3. The entire facility be jointly managed by all principal tenants by forming an incorporated management committee which also holds the liquor licence over the premises;
4. Separate lease/licence agreements be provided to each principal tenant over identified area(s) and at specified times; or
5. Council take an active management role in the hire of the facility by the public or principal tenants outside of their specified lease/licence times.

It is proposed that a combination of the above variants be adopted for the four new facilities. In addition, it is recommended that public hire of the facilities be limited to the current term of the principal tenant(s) lease/licence agreement, (i.e. should the current agreement end on 31 March 2021, no bookings are to be made/confirmed beyond this date to allow for negotiation(s) with the principal tenant regarding specified use).

### Apex Park Community Facility:

In discussion with Guides SA and Scouts SA (the principal tenants), outside of the hours of use specified within the individual lease/license agreement, both parties would prefer to adopt management model - variant 5 where Council manages the facility. This would see the Apex Park Community Facility managed by Council's Community Centre staff, in the same way Thebarton Community Centre, Plympton Community Centre, and the Community Rooms at Lockleys and Hilton are managed. This allows for a consistent approach across all centres for public use for events, celebrations, meetings, seminars, training etc.

As previously reported, the principal tenants hold an initial 12 month lease/licence over the facility which is set to expire in December 2020. It was anticipated that public hire of Apex Park Community Facility would be available from July 2020, after the principal tenants had the opportunity to move in, use the building and determine any safety, security or defects to the Administration through the first 6 months of 2020. Unfortunately as a result of Covid-19, both principal tenants only operated from the facility for a few weeks (February and part-March) before it was closed and their peak bodies prohibited face-to-face activities with their members. Therefore, the safety, security and potential defects have not yet been identified.

Both principal tenants will re-commence face-to-face activities at Apex Park facility in Term 3. It is proposed to extend the initial lease/licence agreement period from December 2020 to 30 April 2021, essentially providing each tenant an additional 'term' of activities to account for the term that was missed due to the pandemic.

### Lockleys Oval Sporting Facility:

Similarly to Apex Park, the principal tenants of the Lockleys Oval Sporting facility have been provided initial short term licence agreements over a portion (or area) of the facility. These agreements will cease at the end of the summer sporting season on 31 March 2021.

Regular meetings are held with the Presidents and Vice Presidents of each club and the potential management model is a recurring item on the agenda. It was agreed by each club that for the initial period, management model - variant 2 would be adopted and regular assessments would be made during the period to determine the most appropriate management model moving forward.

The tenants have only recently moved into the facility (delayed due to the pandemic), and it has become apparent that model - variant 2 may not be the preferred management model in the future. There are significant limitations to model - variant 2 such as liquor licence areas, kitchen access, cleaning and other costs to be covered by Clubs, and public hire of the facility. Therefore, the Administration and clubs are currently investigating alternative models that may be more suitable, including but not limited to, the tenants forming an incorporated body to manage the day-to-day use of the facility as well as the liquor licence. A final proposed management model, once agreed between the tenants, will be reported to Committee/Council at a future meeting.

A number of safety, security and defects have already been identified by the tenants operating for the past two months from the facility. These are currently being addressed however lend credence to the restriction of public access to the facility until such a time that all tenants (winter and summer sports) have had the opportunity to bed-down their own arrangements and usage.

### Weigall Oval Sporting Facility:

The construction of the new facility at Weigall Oval is not yet complete however, similar to Lockleys Oval, it is proposed that during the initial 12 months licence period, model - variant 2 be adopted with each club managing the use of the facility and that public access be limited for the first 6 months of operation. At the end of the initial period, and whilst negotiating a longer term agreement for each club, a final management model be determined and reported to Council at a future meeting.



### Camden Oval Sports Facility - Clubroom

The Camden Oval Sports Facility has been operational since May 2019 and due to an upgrade to the Oval which restricted use of the site over summer 2019/2020, PHOS&CSSC held the initial 12 month license agreement for the site.

Council at its meeting held 7 July 2020 resolved to enter into a new short term licence agreement with the Plympton High Old Scholars and Camden Sports and Social Club (PHOS&CSSC), the Camden Athletic Club and the Glenelg District Cricket Club for the use of the oval and changerooms of the facility for specified periods.

It was also determined that PHOS&CSSC be granted use of the clubroom component (i.e. bar, kitchen and function areas and the office space within the building) for the duration of the short term licence on condition that the clubroom component be made available for the Camden Classic Athletics Carnival and for Council and/or other sporting and community user during the non-football season, at a hire fee to be determined by the Council. As such, it is recommended that variant 1 continues, where PHOS&CSSC as the principal tenant, is responsible for the management of the function area, (i.e. clubroom facility).

### **Climate Impact Considerations**

*(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)*

There is no direct environmental impact in relation to this report.

### **Conclusion**

Following the completion (near completion) of a number of new community and sporting facilities across the Council area, the Administration has developed a proposed management model for each facility for Council's consideration. The management model outlines proposed fees and charges, terms and conditions of hire for each facility based on similar Council-owned and managed facilities within the city.

### **Attachments**

#### **1. Thebarton Community Centre Terms and Conditions of Hire**

## Thebarton Community Centre Terms and conditions of hire (Schedule C)

**Civic Centre**  
165 Sir Donald Bradman Drive  
Hilton, SA 5033  
**Tel:** 08 8416 6333  
**Email:** csu@wtcc.sa.gov.au  
**SMS:** 0429 205 943  
**Web:** westtorrens.sa.gov.au



### 1. General

- 1.1 Hall A, Hall B, Room 2, Room 3, Room 4 and the Annette O'Rielly Foyer (hereinafter called the 'Thebarton Community Centre') are available for the presentation of concerts and other branches of the performing arts as well as for lectures, meetings, conventions and catered events.
- 1.2 These **Terms and Conditions of Hire** represent the requirements of the City of West Torrens (hereinafter called the 'Council') at the time the booking is made.
- 1.3 Any reference to the Thebarton Community Centre or any venue therein by a Hirer in any published matter, either written or electronic, shall refer to the **Thebarton Community Centre** by its full title.
- 1.4 The Council reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Hirer.
- 1.5 The Council must be informed of the purpose for which any event area is to be used at the time any booking is made.
- 1.6 The terms and conditions and hire fees and charges contained herein may vary from time to time but any such variation shall not negate this agreement and the Council shall not be under any obligation to explain the reasons for any such changes.
- 1.7 Receipt of the signed Schedule A by the Council confirms acceptance of these terms and conditions.
- 1.8 Hirers must conduct and manage the event/performance in a proper, orderly and lawful manner and must not permit any act, matter or thing which may injure the reputation of the Thebarton Community Centre, or the Council.
- 1.9 The Council reserve the right to halt or cease an event if an incident occurs or it is deemed unsafe to continue.
- 1.10 The Council reserves the right to remove a person/s without liability if behaviour is not considered appropriate.

### 2. Tentative bookings

- 2.1 A hire agreement can only be entered into by a person over the age of 18 years and is not transferable.
- 2.3 The Council may disregard any booking that is not confirmed within the terms of this agreement and reserves the right to re-let bookings that do not meet the deposit requirements.

### 3. Confirmed bookings/deposit

- 3.1 Once confirmation of a booking has been received and confirmed by Council a deposit of 50 per cent of the total hire fee must be received by Council within fourteen (14) days of the date the hire agreement was issued to secure the booking.
- 3.2 Regular hirers will be issued with a monthly account.
- 3.3 An invoice will be sent for any additional fees after the event for payment within fourteen (14) days, unless the invoice is related to damages or call out fees. In these cases, invoices will be issued as soon as practically possible.
- 3.4 Purchase orders will be accepted from Government departments for the amount of the event at least seven (7) business days prior to the event
- 3.5 An invoice for the room hire balance and bond fees will be due for payment fourteen (14) business days prior to the event date.
- 3.6 An 'Application for hire' must be completed before the booking can be assessed for its suitability for the centre.

#### 4. Security/emergency procedure

- 4.1 Out of hours hirers must arrange a convenient time with centre staff to collect a key card to obtain entry to the facility and they must return the key card within one (1) working day of their function. Hirers should also allow sufficient time to be shown the procedures of the facility.
- 4.2 Hirers accept responsibility for the replacement costs of the key card if it is lost, stolen, damaged or not returned within two (2) working days.
- 4.3 If the alarm is activated a **call out fee** will be charged if it is a result of the hirer's acts or omissions.
- 4.4 Emergency exit doors may only be used in emergencies.
- 4.5 The Council's after hours emergency enquiries contact number is 8416 6333.
- 4.6 Hirers must be aware of fire exits and emergency evacuation procedures prior to commencement of their function and must inform their guests of these procedures. Please also observe the locations of, and the instructions on, extinguishers and fire blankets prior to the function. Exit doors must be kept clear and remain unlocked at all times throughout the function.

#### 5. Bond/damages

- 5.1 A bond may be required to make good any damage that may be caused to furnishings, equipment or building or to cover cleaning or security call out expenses should this be necessary.
- 5.2 The bond will be refunded within twenty one (21) days after the function. A complete inspection of the facility will be undertaken to ensure there has been no damage or cleaning/security costs incurred.
- 5.3 Hirers should respect the property of the centre. Furniture or equipment must not be taken outside of the building without the prior permission of the Council.
- 5.4 During office hours, all damage, breakages and losses must be reported to centre staff as soon as possible. If they occur outside of office hours, and they affect the security of the centre and its patrons, the hirer must contact the after-hours emergency contact number ph. 8416 6333.
- 5.5 The hirer must immediately reimburse the Council for any breakages of furniture, fittings or equipment at a cost determined by the Council.
- 5.6 If the cost of the damage is equal to or less than the bond, the amount will be subtracted from the bond. If it is more than the bond, the bond will be withheld and further costs paid by the hirer.
- 5.7 The Council accepts no responsibility for loss or damage to the hirer's goods or equipment.
- 5.8 If your booking has been deemed 'High Risk' the additional Schedule D terms and conditions will apply to your event.

#### 6. Cancellation of a booking

- 6.1 Cancellations: one-off and irregular bookings - all categories will be charged a \$75 administration fee for cancellations [csu@wtcc.sa.gov.au](mailto:csu@wtcc.sa.gov.au)
- 6.2 Cancellations: regular hirers (at least one (1) x booking per month) - will not incur an administration fee providing at least 30 days written notice of cancellation is provided to [csu@wtcc.sa.gov.au](mailto:csu@wtcc.sa.gov.au)

#### 7. Insurance

- 7.1 **One off hirers** - One-off hirers will be covered by the Council's General Public and Products Liability Insurance Policy.
- 7.2 **Regular hirers** - Regular hirers must have Public Liability Insurance to the value of twenty million dollars (\$20 million) Australia-wide in place prior to the hiring date. A copy of the Certificate of Currency must be provided with the signed Hire Agreement.

*Please note: in order for the insurance to be valid, the policy name and hirer's name must be the same.*

**Hirers without Public Liability must contact centre staff.**

#### 8. Liquor licensing

- 8.1 It is the hirer's responsibility to obtain the relevant licence, for the consumption/supply of alcohol on the premises. More information and forms can be found at the [SA Government website](#). The licence must be provided to the Council fourteen (14) days prior to their hire.
- 8.2 It is the hirer's responsibility to ensure that alcoholic beverages are not served to guests under the age of eighteen (18) years, or to guests in a state of intoxication. The right to discontinue the liquor service is reserved by the Council.

### 9. Smoking

- 9.1 In the interest of public health, and in line with Government Regulations, the Thebarton Community Centre is a smoke free venue.
- 9.2 Outdoor smoking is permitted only in the designated area.

### 10. Performance sound levels

- 10.1 Council reserves the right to control sound levels at your event. As this is a multi-use venue, sound levels cannot be guaranteed and no liability will be accepted. Consideration should be given to other hirers. Please advise your guests accordingly.
- 10.2 Hirers must respect the rights of nearby residents at all times. This includes, but is not limited to:
- not using the children's playground after dark
  - not using or doing anything that is noisy, offensive or dangerous so as to cause a disturbance
  - not doing anything that causes annoyance, nuisance, or damage to any occupier or owner of nearby property
  - not doing anything that may become an offence against any Act of Law.
- 10.3 Hirers should ensure that guests leave the premises promptly and with a minimum of noise.
- 10.4 Failure to comply **may**, at the minimum, result in a reduction of bond payment or **recovery in full** of costs incurred if a complaint is made.
- 10.4 Any attendance by SA Police may result in the bond being forfeited.

### 11. Parking

- 11.1 Public parking for up to 120 vehicles, plus two spaces for people with disabilities, is available at the Centre.
- 11.2 Parking is only allowed in designated areas and no vehicles may be parked on the lawn area or along the driveway around the building.
- 11.3 Emergency exits must not be blocked by any vehicle.

### 12. Operating procedures

- 12.1 The hire fee does not include the setting up of seating, tables, equipment or the cleaning of the facility at the conclusion of the function. Such work is the responsibility of the hirer.
- 12.2 Hirers holding functions from Monday through to Thursday must ensure that all guests leave the premises by 2am, hirers must vacate by 3am, allowing time for cleaning.
- 12.3 Hirers holding functions Friday through to Sunday must ensure that all guests leave the premises by 3am, hirers will vacate by 4am, allowing time for cleaning.
- 12.4 If hiring equipment, hirers must liaise with Centre staff for authorisation regarding compatibility of equipment, delivery and collection times.
- 12.5 Prior to vacating the premises, hirers must ensure that all electrical appliances, gas appliances, lighting and air conditioning are switched off. A surcharge will apply for any equipment left on.
- 12.6 The hirer is responsible for securing the premises before leaving the Centre. Hirers will be required to comply with any other security procedures as specified by centre staff and as agreed upon by both parties.
- 12.8 Children must be supervised at all times.
- 12.9 All personal belongings and equipment must be removed from the hired area. Equipment from a function may be stored or left on the premises only by prior arrangement with Council.

### 13. Publicity and banners

- 13.3 There are limited areas available for posters and the positioning of these must be approved by the Council. All displays must be removed immediately after the event.
- 13.4 Freestanding banners are permitted in the venue, but positioning must be approved by centre staff prior to your event.

**14. Prohibitions**

- 14.1 Confetti or glitter is not permitted in any area of the Thebarton Community Centre.
- 14.2 Special effects: users should be aware that there are fire detection devices installed throughout the Centre, therefore the use of smoke and dry ice machines is allowed, by only on the understanding that the Hirer will be responsible for any MFS callout fees should the machine/s the Hirer uses set off the Centre's alarms. Laser lights and other special effects are also permitted, but only within the interior of the Centre.
- 14.3 Except with the prior written approval from Council, the use of candles is prohibited in the Thebarton Community Centre.
- 14.4 Flammable liquids or other dangerous substances must not be brought onto the premises.
- 14.5 Gun powder or fireworks used for special effects are prohibited in all areas of the Thebarton Community Centre at all times.

**15. Storage**

- 15.1 Thebarton Community Centre does not have storage facilities other than event spaces booked by the hirer during the agreed event times.
- 15.2 It is the hirer's responsibility to remove all goods on conclusion of the event. Any goods left and not collected the next business day will be discarded.

**16. Television/film/radio coverage/recording fee**

- 16.1 The Council does not warrant the fidelity or standard of any recording carried out in the Thebarton Community Centre pursuant to this agreement.

**17. Art exhibition program**

- 17.1 The Foyer Gallery may be used from time to time for the display of art works. Artwork will not be removed for any event except at the discretion of Council.

**18. Cleaning**

- 18.1 Limited cleaning products may be provided by the center.
- 18.2 A cleaning surcharge will be incurred for any function if the facility has not been left in a satisfactory condition.
- 18.3 Decorations must not be attached to any surface, no blue tack, staples, pins or adhesive tape may be used.
- 18.4 Cooking oil must be disposed of away from the Centre and not poured down the sink.
- 18.5 If using barbecues/spits you must ensure that they are not in close proximity to the building as they will cause the smoke alarm to activate.
- 18.6 If the premises are left in an unsatisfactory state, Council will organise a cleaning contractor and the cost will be passed onto the hirer.
- 18.7 The hired area (including immediate outside area) must be cleaned and tidied before vacating the building, with all furniture stacked or restored to its original position unless otherwise indicated.
- 18.8 It is the hirer's responsibility to ensure that soiled floors are swept, mopped or vacuumed accordingly. Equipment is stored in store rooms for general use.
- 18.9 All rubbish must be placed in plastic garbage bags then deposited in the bins provided outside. It is the hirer's responsibility to remove all excess rubbish that does not fit in the bins.
- 18.10 Any rubbish left by a group will result in a reduction of the bond returned.

**19. Electrical and mechanical equipment**

- 19.1 Hirers wanting to provide any additional sound, lighting or other electrical devices and mechanical equipment, over and above existing Venue equipment, must submit a complete list of such equipment for approval by the Council prior to your event.
- 19.2 All equipment brought onto the premises must be electrically tagged and tested according to Council's requirements. The Hirer will be asked to remove any equipment that is not tagged and tested.

**20. Indemnity to the Council**

- 20.1 The permit holder agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, damages, charges and expenses whatsoever which may be brought or made or claimed against them or any of them arising out of, or in relation to, the issuing of the permit.

## 21. Council use of personal information

21.1 Please note that the City of West Torrens is a public authority which is bound by the Local Government Act 1999, and other relevant legislation, to retain information and to make certain information publicly available. In some instances, this will require Council to publish personal information such as names and addresses of those whose information it holds. If you have any questions regarding the use of your personal information please contact the Council on (08) 8416 6333.

I have read and accepted the Terms and Conditions of Hire contained in Schedule A, Schedule B and Schedule D (if applicable).

Hirer's name:

Hirer's signature

Application date

Name and description of the Event

Date of event

Approved by (name)

Approved by (signature)

Approval date

Hirer notified (time/date/by whom)

### 17.3 Proposed New Year's Day (2021) Concert - Thebarton Oval / Kings Reserve

#### Brief

This report advises Members that the South Australian National Football League (SANFL) is seeking Council permission for a New Year's Day (2021) event to be held at Thebarton Oval and Kings Reserve, Torrensville.

#### RECOMMENDATION(S)

It is recommended to Council that:

1. The South Australian National Football League (SANFL) be advised that Council provides its in principle consent to the SANFL for the proposed New Year's Day 2021 event to be held at the Thebarton Oval and Kings Reserve, Torrensville, subject to the provision of an Event Management Plan and/or additional information, with approvals and/or protocols by no later than 15 August 2020 including, but not limited to the following:
  - Confirmatory advice from both SA Health and SA Police that consent has been provided for the event to occur; and
  - The Event Management Plan addressing, to the satisfaction of Council the following - noise, traffic/parking, environmental, security/crowd management/public safety, food/alcohol management and any other matters deemed relevant.
2. Should the information provided by SANFL be deemed not to the Administration's satisfaction, and the SANFL not agree to any amendments which may be requested by the Administration, a further report be provided to Council.
3. As it will not be feasible for an alternate party/ies to hire the Thebarton Community Centre, and given that Kings Reserve will be temporarily fenced, on the day of the proposed concert, the SANFL be advised that use of Kings Reserve will be conditional upon it agreeing to pay hire fees of \$7,500 plus GST for hire of both the Thebarton Community Centre and Kings Reserve for 1 January 2021. Further, the SANFL be required to pay a bond or security in the amount of \$50,000 related to the use of Kings Reserve, the Thebarton Community Centre and the Thebarton Oval surrounds.
4. The SANFL be further advised that it remains the party responsible to either reinstate and/or repair any damage which may arise to Thebarton Oval or Kings Reserve to the satisfaction of Council or to reimburse any costs in excess of the bond which may be incurred by Council resulting from the conduct of the event.

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#### Introduction

The South Australian National Football League (SANFL) has written to Council seeking to hold a concert event, organised by Weslo Holdings (lessees of the Thebarton Theatre premises), at Thebarton Oval and Kings Reserve on 1 January 2021 between the hours of 2.00pm and 11.00pm (or thereabouts). Given that there are some additional (temporary) infrastructure requirements, event 'bump in and bump out' is anticipated to be conducted during the period Monday 21 December 2020 until 5 January 2021, (**Attachment 1**).

## Discussion

Longer term Members (and residents) of Council are likely to be aware that the Thebarton Oval has hosted a number of significant concert events, albeit not in recent times, e.g. Bee Gees (September 1974), Little River Band (September 1974 and October 1982), Billy Joel (Oct 1987), Pink Floyd (Feb 1988), Pearl Jam (March 1988), Mick Jagger (Oct 1988), John Farnham (Dec 1990) and the 1 January 1987 "Australian Made" concert featuring Mental as Anything, INXS, Jimmy Barnes and others (organised by Weslo).

The most recent event held at Thebarton Oval celebrated the arrival of New Year's Day in 2014 (Play New Year's Day) and attracted approximately 5,000 patrons. The SANFL has indicated that the expected attendance for this proposed event is in the order of 25,000 patrons (the previous Australian Made concert attracted approximately 30,000 patrons).

The SANFL has further advised that:

- It desires that the event be licensed (for the sale and consumption of liquor);
- It desires the use of Kings Reserve (subject to Council approval), essentially for the provision of catering and bar facilities and a possible second stage (for local bands and DJs). In this regard it has indicated that "Temporary fencing would be erected around the perimeter of Kings Reserve as close as possible to the concert date with entry points remaining open until the morning of the concert" in an endeavour to minimise any restrictions on public access to, and use of, the Reserve);
- A detailed event management plan, which will include traffic management and noise control initiatives, will be submitted in August;
- The principal entrance to the event will be via the north-eastern entrance to the oval ; and
- "Weslo will be responsible for EPA permits and will communicate the concert plan to local residents with a letter box drop and face to face visits if required".

The following information is also relevant to the request:

- The SANFL have been advised that the "small oval" at the western end of Kings Reserve will be a construction site at this time (playground and associated works will be underway);
- The Messinian Association (on behalf of the MA Hawks Soccer Team) hold a licence over portion of Kings Reserve. (Whilst the agreement envisages possible use of Kings Reserve for events, notification to the licensee is required.) Any damage to the surface occasioned by the proposed event hire *may* impact the licensee's use of the Reserve; and
- The relevant Community Land Management Plan is compatible with the proposed event use, (excerpt as below).



MANAGEMENT ISSUES	PROPOSALS	PERFORMANCE TARGETS	PERFORMANCE MEASURES
Use of Sportsgrounds and Facilities.	To encourage the use of sportsgrounds for a range of organised activities that are compatible with Councils objectives.	Actively promote the use within the capacity of the facilities.  Charge fees for the use of facilities.  Allow for the commercial use of facilities such as coaching.	Maximised use.  Increased revenue.  Development of sporting clubs through income.
	Allow informal activities and events that do not conflict with organised sport to take place.	Maximise community use of facilities.	Maximum use of facilities.
	To provide for the restriction of access and the charging of admission fees at approved venues at certain times.	Commercial leases provide for the ability to raise revenue.	Council control over approval process.  Commercial returns from venues.

### **Lease Impacts**

The SANFL's existing 5+5+5 year lease over the Thebarton Oval Complex commenced on 24 August 2016 and, should both renewals be exercised, would expire on 23 August 2031. The permitted uses specified under the terms of the lease agreement allow the SANFL to use the oval for sporting and community purposes in accordance, and in compliance, with the Council's Community Land Management Plan and as permitted by the Council's Development Plan. The Oval may also be used for any other uses as may be approved in writing by the Council in its absolute discretion.

As those general uses (sporting and community use) do not fall within the ambit of the use currently being requested, and in accordance with the relevant provisions of the lease agreement, the SANFL has written to Council seeking consent to allow the venue to be used for the New Year's Day event which is to be organised by Weslo Holdings Pty Ltd (lessees of the Thebarton Theatre premises).

Given the expected attendance of some 25,000 patrons, and the nature of the proposed event, there are some fairly significant concerns that should be considered in relation to the approval sought, for example:

- the potential for generation of significant amounts of noise that may impact and cause nuisance to nearby residents and property owners;
- how will crowd arrival and dispersal be managed?; and
- how possible/potential negative traffic impacts (e.g. on-street car parking) are to be managed?

The SANFL has indicated that these matters will be addressed within the event management plan which is to be submitted to Council in August 2020. The provision of this document is crucial to the Administration's evaluation of this request and, in accordance with the proposed timeline, and to allow the Administration an opportunity to adequately review and assess the information within the plan, provision of the event management plan to the Administration will be required by no later than 15 August 2020.

Whilst it is difficult for the Administration to offer informed comment in the absence of the plan, the following preliminary comments are provided in regard to the matters listed above.

### **Business Impacts**

It is evident that an event such as this is likely to deliver significant economic benefits to the West Torrens business community, particularly for those businesses that lie within close proximity to the Thebarton Oval complex, and particularly on proviso that COVID-19 restrictions remain relaxed. The delivery of these benefits needs to be calibrated against the impacts identified below.

The following, which broadly fall under the umbrella of "Community Impacts", are likely to be associated with the conduct of the event. If not adequately addressed or managed properly by the concert organiser these have the capacity to generate negative feedback for the Council.

As a minimum it is suggested that the SANFL (/concert organiser) be required to letterbox drop all residential and business properties within the City of West Torrens (including the City of Charles Sturt) within a radius of 500 metres of Thebarton Oval and Kings Reserve.

### **Noise Impacts**

Initially, it needs to be acknowledged that the lease agreement specifically deals with any nuisance that may arise as a result of the use of the premises and indicates that:

*"Other than...noise taken emanating from the Premises during a sporting event being undertaken on the Premises, the Lessee (SANFL) must not do or permit to be done anything which may be or become unlawful or immoral or an annoyance, nuisance or damage to the Lessor or any other adjoining owner or owner including .....allowing excessive noise to emanate from the Premises...."*

Whilst the main stage (Stage 1) is facing toward to the north-west, the catchment area for the majority of sound generated from this stage will be the grandstand on the southern side of the oval. Should an additional stage be erected at the northern end of Thebarton Oval it is *anticipated* that this would also be orientated to the north - facing towards the Brickworks Markets site and away from the residential areas to the west and south of the oval (otherwise there would likely be issues of "competing" sound from both stages). Thus, any amplified sound should be to some degree generally directed away from residential areas or intercepted (or reflected) by the existing built structures on the southern side of the oval. Whilst a noise impact assessment has not been sought or provided to this time it is anticipated that some of the sound directed from Stage 1 toward the grandstand would be likely to spill/be reflected in the direction of the residential properties on the southern side of the oval complex. The prevailing winds at the time of the proposed event would also contribute significantly to the noise impacts.

It is noted that the event organisers for the previous (Play New Year's Day) event contracted sound engineers to monitor sound emissions from three nominated sites, via Ashley Street, the corner of South Road and Ballantyne Street and the corner of Meyer and East Street. Further, the organisers implemented additional ad hoc monitoring at other nearby locations which had the potential to give rise to a noise related complaint (due to changing weather conditions e.g. non anticipated change in wind direction) throughout the duration of the event.

### **Patron Arrival and Dispersal/Traffic impacts**

The principal public (spectator/patron) access to, and exit from, the venue is proposed to be from the entry point in the north-eastern corner of the oval. This location provides separation from the residential premises on the southern and western sides of the complex and thus serves to negate the impact of any noise (and/or any gregarious or unruly behaviour) that may be generated by patrons queuing to gain admission to, or departing from, the premises.

The (desired) utilisation of a second entry/exit point from Ashley Street is likely to be more problematic given the proximity to residential properties, however it is acknowledged that the additional entry/exit point may assist crowd entry before, and dispersal after, the event and that the use of such additional exit point may be necessary to meet/satisfy SAPOL and SA Health event approval requirements. Perceived issues that may arise resulting from the use of an exit/entry point on Ashley Street may be addressed/ameliorated by the use of security personnel in this area before and after the event.

### ***Parking Impacts***

On previous occasions when significant events have been conducted within Thebarton Oval the use of (portion of) Kings Reserve for car parking has been sought and approved by Council.

Given the desired use of Kings Reserve as a possible secondary stage and the principal area for catering it is evident that car parking is unlikely to be able to be accommodated on the Reserve.

SANFL has identified that there are parking opportunities available in other (relatively nearby) locations e.g. Brickworks (680 spaces) and the Adelaide Entertainment Centre carpark (1400 spaces) and that there is the potential to also use Bonython Park.

Administration also suggests that SANFL/event organisers should promote the use of public transport in an endeavour to reduce the number of vehicles attending the event (and thus limit parking impacts in adjacent streets).

### ***Congregation of persons outside the event space***

Those who have attended major concerts, in particular at Adelaide Oval and Memorial Drive, will be aware that, in addition to paying patrons, there are frequently significant numbers of people who setup and stay outside of the venue proper prior to, for the duration of, and after the actual event. Whilst it is difficult to assign a number to those who may choose to do this for the proposed Thebarton Oval event there are a number of factors that are likely to influence this, e.g.

- The proposed event may be (one of) the first major concert(s) since the start of the COVID-19 pandemic;
- The lack or existence of other (competing) events on the same day/at the same time; and
- The weather

Any significant congregation of persons, especially within adjacent residential streets, is likely to be viewed in a negative sense by residents. Further, the management of any persons outside the venue proper may be problematic (including from a COVID-19 perspective).

### ***Other Matters***

Should Council provide its consent for the event to occur, that consent should be conditional on the SANFL acknowledging that it will be the party responsible for meeting all and any costs of rectifying any damage which may arise to the Thebarton Oval surface, Kings Reserve, South Road carpark, Thebarton Community Centre and the property generally, as a result of the event being held. Whilst the Administration notes that SANFL proposes to implement measures and safeguards to address any possible consequential damage or claims arising as a result of the conduct of the event (e.g., by requiring the organiser to provide evidence of public liability insurance held etc.) the ultimate responsibility for rectifying any such matters lies with the SANFL. (It is envisaged that a pre and post dilapidation study would be undertaken by an agreed third party (with costs to be met by the SANFL) to assist facilitation of this assessment.)

In order to protect the interests of the Council (and the Community) it is prudent that a bond be sought from the SANFL in association with the proposed event. The Administration has undertaken a costing exercise and has relied upon information sourced from other Councils to determine an appropriate amount and has set this at \$50,000. In the event that any damage were to arise, or should the area be left with significant rubbish after the event, the bond could be used in the first instance to address any such matters.

The use of Kings Reserve for ancillary (catering and possible second stage) uses throughout the New Year's Day public holiday will restrict/deny any recreational activities and enjoyment that members of the community may have planned for the reserve and also the recreational facilities (playground and tennis courts) at the southern end of the oval.

It is suggested that the SANFL should also be required to hire or meet the hire costs of the Thebarton Community Centre on this day, as any use of the Centre by an alternate party would be problematic, given the number of patrons expected to attend the event. On this basis the "South Road" carpark, (which has a capacity of 111 vehicles, including 5 parks for use by persons with a disability) on the eastern side of the complex, could and should be made available for the exclusive use of the event.

Whilst the situation regarding COVID-19 is a matter of conjecture at this time for a proposed January 2021 event, in accordance with the current *Emergency Management (Public Activities No 4)(COVID-19) Direction 2020*, there is a requirement that a COVID Management Plan be submitted for high risk public activities including:

- Gatherings and activities of more than 1,000 (this includes sport and entertainment);
- Licenced premises under the Liquor Licencing Act 1997 where both dancing and the consumption of liquor occurs.

A COVID Management Plan must identify the risks and provide appropriate management or mitigation strategies in areas such as ingress, egress, queuing, amenities/toilets, spacing and physical distancing, and cleaning of frequently touched items and equipment. Further, if the activity is a high risk public activity, a COVID Management Plan must be completed and approved by SA Health prior to the activity being undertaken.

The event organisers and/or SANFL should also ensure that SAPOL and Adelaide Metro/DPTI are aware of the event so that any necessary contingencies may be accommodated. Further, proof of the consent of SA Health/SAPOL allowing the event to occur must be provided by the SANFL to Council.

It is noted that the SANFL have advised that ticket sales protocols will support contact tracing.

Relevant members of the Administration and the Chief Executive Officer will review the Venue / Event Management Plan once it has been submitted to ensure that it meets all issues which may be identified.

### **Climate Impact Considerations**

*(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)*

There are minor climate change impacts arising from the proposed event resulting from the use of public address and lighting equipment. However, given the time of year, the organisers will need to ensure that adequate measures are taken to protect patrons/attendees from the possible/probable effects of heat and or UV radiation for the event's duration (e.g. by providing shade, water stations etc.).

### **Conclusion**

The SANFL has written to Council seeking Council consent for a concert event which is proposed to be held on New Year's Day 2021. A number of potential impacts have been identified resulting from this request which need to be addressed by the SANFL (/concert organiser) in its Event Management Plan. It is suggested that Council provide its in principle consent for the proposed event, subject to the provision of additional information and/or protocols which demonstrate that the issues identified within the report have been addressed to the satisfaction of the Chief Executive Officer.

### **Attachments**

#### **1. Request for Concert Event (Thebarton Oval)**



13 July 2019

Terry Buss  
 Chief Executive Officer  
 City of West Torrens  
 165 Sir Donald Bradman Drive  
 HILTON SA 5033

**SANFL**  
**ABN 59 518 757 737**

**Office**  
**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 PARTNERS**



Dear Terry

The SANFL has been approached by Weslo Holdings (who represent a group of major national promoters) with a request to hire both Thebarton Oval and Kings Reserve for a concert on 1<sup>st</sup> January 2021. This group was involved with a number of the major concerts staged at the Oval between 1987 and 1998 including the Australian Made concert on 1<sup>st</sup> January 1997 and is very familiar with the venue.

SANFL seeks in principle approval from the City of West Torrens for this event. A detailed event management plan including traffic management and noise control will be submitted in August.

The close proximity is well-served for parking including 680 spaces at Brickworks that is usually empty on a public holiday, more than 1,400 public parking spaces at the Adelaide Entertainment Centre, public transport services within walking distance, and the potential for additional parking at Bonython Park with shuttle busses to and from the site.

**CONCERT DESCRIPTION**

The format of the proposed concert will be very similar to that of the Australian Made concert presented on 1<sup>st</sup> January 1987. It is expected to feature six to eight Australian bands, with a possible 2<sup>nd</sup> small stage on Kings Reserve featuring local bands and DJs (subject to Council approval).

Gates would open at approximately 11am with the live performances running from approximately 2pm to 11pm.

Weslo, on behalf of the group, is seeking to have the event licensed and will be responsible for clearances with SA Health and the implementation of any COVID-19 related restrictions and guidelines. Tickets will be sold using procedures that support contact tracing if required by authorities. The site capacity will be set based on SA Health guidelines but is expected to be approximately 25,000 patrons. Australian Made in 1987 attracted just over 30,000.

It is expected that the majority of catering and bar facilities will be located in the Kings Reserve area, with the main concert on the Oval. An indicative site drawing is attached.

**PRODUCTION**

We have been advised that (as has been the case in the past), the main stage would be at the Southern end of the Oval, with loading and backstage facilities located in the South Western corner.

.../2

-2-

Patron entry would be via the North Eastern corner and possibly through a second gate on Ashwin Parade. Temporary access will be created between the Oval and the Reserve to make the site capacity sufficient based on expected COVID restrictions at that time, and this work will be remediated by Weslo at its cost.

Temporary fencing would be erected around the perimeter of Kings Reserve as close as possible to the concert date with entry points remaining open until the morning of the concert. This will minimize any restrictions on public access to the Reserve.

Portable ablution blocks will be brought in as required and placed in locations in consultation with SANFL and Council.

Weslo will be responsible for EPA permits and will communicate the concert plan to local residents with a letterbox drop and face-to-face visits if required.

#### **PROPOSED TIMELINE**

25 <sup>th</sup> July	Council approval and SA Health guidelines in place
Early September	Announce concert
Site preparations commence	Monday 21 <sup>st</sup> December
Stage build commences	Tuesday 22 <sup>nd</sup> December
Concert	Friday 1 <sup>st</sup> January
Site clear	Tuesday 5 <sup>th</sup> January

#### **INSURANCE**

The SANFL and Council will be included on Weslo's insurance and public liability cover for this event. SANFL will execute a rental agreement for Thebarton Oval with Weslo Holdings that will ensure required insurances and indemnities are contracted and that any damage to the site must be rectified by Weslo.

Whilst we have not worked directly with Weslo in this capacity recently, SANFL hired its venue (Football Park) to Weslo in the past, and they are confident that they can operate this proposed concert successfully.

Please contact me if you have any questions, and I look forward to the possibility of bringing this event to the Oval.

Yours sincerely

**SOUTH AUSTRALIAN NATIONAL FOOTBALL LEAGUE**

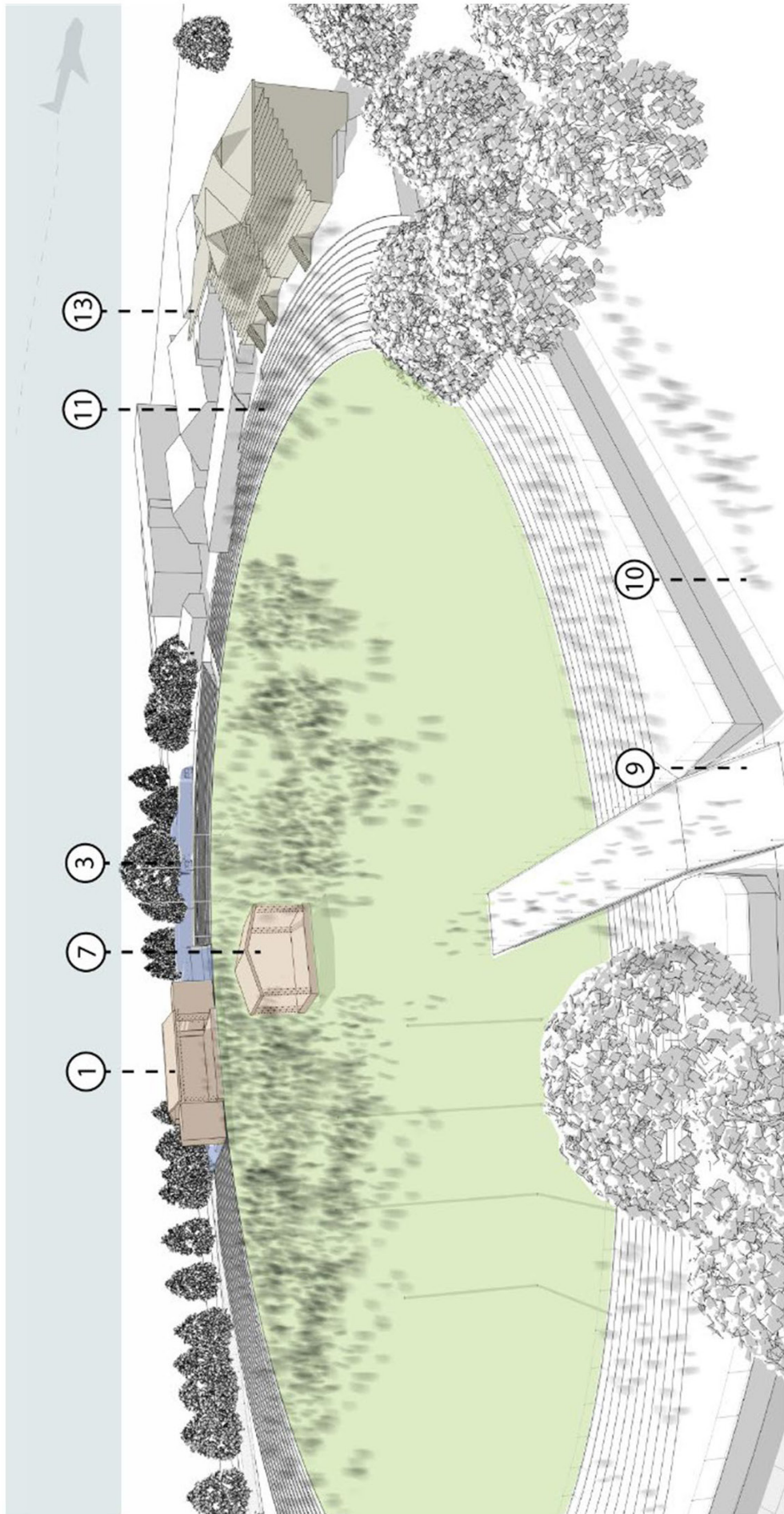


Neal Matotek

**GENERAL MANAGER – COMMERCIAL**

CC: Michael Coxon, Mayor

CC: Angelo Catinari General Manager Urban Services



- 10 SECURITY + TICKET CHECK
- 11 CONCRETE STAND
- 13 EXISTING GRANDSTAND

- 1 TEMPORARY STAGE
- 3 LOADING DOCK
- 7 SOUND + LIGHTING PLATFORM
- 9 TEMPORARY PEDESTRIAN RAMP

## 17.4 2020/2021 Black Spot Program - Daly Street, Kurralta Park

### Brief

The Department of Planning, Transport and Infrastructure has written to Council advising that a recent Black Spot funding submission for safety improvements at Daly Street, Kurralta Park has been successful. A funding deed will need to be entered into to secure this funding.

### RECOMMENDATION

It is recommended to Council that the funding arrangement for safety improvements at Daly Street, Kurralta Park be agreed to and that the Mayor and the Chief Executive Officer be authorised to sign and seal the funding deed to secure this funding.

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### Introduction

Council is provided with updated crash data collected by the Department of Planning, Transport and Infrastructure (DPTI) typically in September of each year that is used to identify Black Spot locations across the City. A site/location is considered a Black Spot if it meets the criteria specified by the Federal and State transport authorities and the typical process of classifying a site as a Black Spot involves determining whether:

- a) The site has a high number of casualty crashes (3 or more in the relevant crash period). For the 2020/21 program, the relevant crash period specified by the DPTI was from 2014 to 2018.
- b) The recorded casualty crashes share similar characteristics or indicate similar potential road safety issues. Although a site may have multiple casualty crashes, it does not necessarily signify that there is a road safety issue. For example, if all crashes are of vastly different nature.
- c) There is a possible road safety improvement that can be made to the site.
- d) The possible road safety improvements to the site meet the benefit-cost ratio requirement.

In 2019 the Administration nominated Daly Street, Kurralta Park, for Black Spot funding through the State and Federal Governments for safety improvements.

### Discussion

From the review of the crash map from 2014 to 2018, Daly Street was identified as a potential Black Spot due to there being 4 recorded casualty crashes. Further inspection of the detailed crash information determined that the 4 minor injury crashes, classified by SA Police (SAPOL) and DPTI in accordance with the Black Spot definitions, shared similar characteristics. Two involved a moving vehicle colliding with a kerb-side parked vehicle and the other two involving a moving vehicle running off road and striking an object (e.g. tree or stobie pole).

Site inspections and subsequent desktop studies have found that Daly Street, a designated collector road on Council's road network, has a width of approximately 8.8m and generally has local on-street parking on both sides of the street. This results in vehicles needing to manoeuvre horizontally around parked vehicles and, in some instances, the travel lanes narrowing down to 4.6m when vehicles are parked on both sides of the street opposite one another. A remaining width of 4.6m is physically sufficient for two vehicles to pass by one another albeit with narrow margins of error.



Based on the assessment of the physical characteristics of Daly Street, the crash history would indicate that the on-street parking has a significant impact on road safety. Consideration also has been made to the fact that Daly Street is a key local route providing north-south access over the natural barrier of Brown Hill Creek and connection to the Kurralta Park shopping precinct. Daly Street also carries some non-local through traffic and, between Tennyson Street and Tilden Street, forms part of the AdelaideMetro bus network. Traffic counts from 2018 suggest that there is an average daily traffic volume in excess of 3000 vehicles.

With consideration for the crash history and the importance of Daly Street to the road network, it is proposed that line marking works be undertaken which will delineate two travel lanes, a parking lane on the west side, no stopping on the east side and lane narrowing to discourage speeding. Although this proposal would result in significant on-street parking loss, there are significant road safety improvements associated with addressing the frequent vehicle movements between and around parked vehicles. Having said that, there are possible contingency options that could be explored should the on-street parking loss be a significant community concern.

The proposal was estimated to cost \$21,000.00 (excluding GST), which would include the cost of, but not limited to, line marking and temporary traffic management, and analysis of the financial impact using the *Austrroads* system found a benefit-cost ratio of 7.2. As such, Daly Street was nominated as a Black Spot as part of the 2020/21 program.

DPTI have advised that the Daly Street nomination was successful and have approved to fully fund the project contributing \$23,100 (GST inclusive).

To be eligible to receive this funding, the seal of Council is to be affixed to the funding agreement for the project (**Attachment 1**).

It should be noted, however, that the Daly Street proposal only reached the concept design phase as part of the Black Spot nomination and no community engagement has been conducted. However, review of feedback from the Local Area Traffic Management community movement survey has found that Daly Street is a significant community concern. Formal community engagement for this Black Spot project is scheduled to commence in late July with the closing date for comments being planned for Friday 14 August 2020.

### **Conclusion**

To receive Black Spot funding for the safety improvements at Daly Street, Kurralta Park, Council will need to enter into a funding deed.

### **Attachments**

#### **1. Funding Deed for 2020-2021 Black Spot Program**

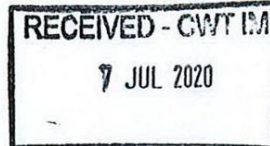


Government of South Australia

Department of Planning,  
Transport and Infrastructure

*In reply please quote 2018/23571/01  
Enquiries to Amit Dua  
Telephone (08) 8343 2416*

Mr Terry Buss  
Chief Executive Officer  
City of West Torrens  
165 Sir Donald Bradman Drive  
HILTON SA 5033



ROAD ASSET  
MANAGEMENT SERVICES  
DIRECTORATE

77 Grenfell Street  
Adelaide SA 5000

GPO Box 1533  
Adelaide SA 5001

Telephone: 08 8343 2222  
Facsimile: 08 8204 8740

ABN 92 366 288 135

Dear Mr Buss

**2020/2021 BLACK SPOT PROGRAM**

The Australian Government has confirmed that the South Australian projects have been approved for funding under the 2020/2021 Australian Government Black Spot Program.

I am pleased to advise that the following project was **successful** in gaining funding under this Program:

- Safety improvements at Daly Street, Kurraltia Park
  - Improve delineation.
  - Approved funding: \$23,100 (GST inclusive).
  - Completion by the end of June 2021.

A funding deed will need to be entered into by the council. The deed contains information about project funding, conditions, reporting and payment arrangements. Additional reporting requirements have also been stipulated by the Australian Government.

Two copies of the deed are attached.

**Please insert the required details in item 2 of Schedule 1, attach the seal and sign on page 8 and return both copies within six weeks from the date of this letter to:**

*Mr Naly Sim  
Road Safety Engineer  
Road Asset Management Services Directorate  
Department of Planning, Transport and Infrastructure  
77 Grenfell Street  
ADELAIDE SA 5000*

#15453488

It is important that the obligations and conditions in the funding deed are met. Work on the project must be undertaken in accordance with appropriate Austroads, Australian and Departmental Standards and the requirements of the *Notes on Administration for the Infrastructure Investment Black Spot Program*, which is available on the internet at <http://dpti.sa.gov.au/blackspot>.

Unfortunately, the following project submitted by the council was **not successful** in gaining Black Spot funding under either the Australian Government or the State Funded programs as it did not meet the black spot eligibility criteria:

- Safety improvements at Milner Road, Richmond
  - Improve delineation with linemarking.

For further information regarding project nominations, please contact Mr Amit Dua on telephone number (08) 8343 2416.

I wish you every success with your approved project.

Yours sincerely

  
Kerry McConnell  
**Unit Manager, Road Safety Infrastructure**

30 June 2020

Encl. Copies of Funding Deed

#15453488

**FUNDING DEED**  
under  
**2020-2021 COMMONWEALTH INFRASTRUCTURE INVESTMENT  
BLACK SPOT PROGRAM**

Project Number	106447-20SA-BS
Location	Daly Street, Kurralta Park
Project Description	Delineate two opposing traffic lanes and a separate parking lane while banning parking on one side
Project Funding	\$23,100 (GST Inclusive)

between

**THE COMMISSIONER OF HIGHWAYS**  
**(Grantor)**

and

**THE COUNCIL NAMED IN SCHEDULE 1**  
**(Council)**

7 JUN 2020

Scanned - Temporary

#15650309

**FUNDING DEED**

Between

**COMMISSIONER OF HIGHWAYS**, a body corporate pursuant to the *Highways Act 1926* (administered by the Department of Planning, Transport and Infrastructure) (ABN: 92 366 288 135).....(**Grantor**)

And

**THE COUNCIL NAMED IN SCHEDULE 1**, a body corporate under the *Local Government Act 1999*.....(**Council**)

It is agreed:

**1. BACKGROUND**

- 1.1 The Council has proposed to undertake the project (**Project**) described in item 3 of Schedule 1.
- 1.2 This deed sets out the terms and conditions under which the Grantor intends to provide funding to the Council solely for the purpose (**Purpose**) described in item 3 of Schedule 1 which includes the conduct of the Project.
- 1.3 The maximum amount that may be paid to the Council under this deed is set out in item 0 of Schedule 1 (**Funding**).
- 1.4 Item 3 of Schedule 1 indicates whether or not the Project is to be conducted on a road(s) under the care, control and management of the Commissioner of Highways (**Commissioner**).
- 1.5 If conducted on a road(s) under the care, control and management of the Commissioner the additional terms and conditions set out in Schedule 2 will also apply.

**2. FUNDING**

- 2.1 Subject to this deed, the Grantor will pay the Council up to the amount of the Funding.
- 2.2 The Council must only use the Funding for the Purpose.
- 2.3 For the purposes of this deed, the **Funding Period** is the period commencing on the Start Date and, subject to funding being available, will continue until the End Date. The **Start Date** and **End Date** are set out in item 4 of Schedule 1.
- 2.4 The Funding is payable by way of progress payments in arrears for work undertaken for the Purpose and may also be part payable (if indicated in item 5 of Schedule 1) by way of an Initial Instalment in Advance.
- 2.5 During the Funding Period, the Council is entitled in accordance with the conditions set out in item 5 of Schedule 1:
  - (a) to invoice the Grantor for the payment of the amount of any Initial Instalment in Advance set out in item 5 of Schedule 1 (if any); and
  - (b) once the amount of the Initial Instalment in Advance (if any) has been expended on work undertaken for the Purpose, to invoice the Grantor for progress payment(s) for work undertaken for the Purpose.

The total of any Initial Instalment in Advance (if any) and all progress payments must not exceed the amount of the Funding.
- 2.6 At the end of the Funding Period the Council must provide a report on the level of any unexpended Funding.

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- 2.7 The Council must repay any part of the Funding which is unexpended at the end of the Funding Period to the Grantor, unless the Grantor gives written approval for the Council to retain the money.
3. **GST**
- 3.1 The Funding (including any Initial Instalment in Advance or any progress payment) is all-inclusive and not subject to any adjustment for GST or any other tax or cost.
- 3.2 In this Deed "*Taxable Supply*", "*GST*" and "*Tax Invoice*" have the meaning attributed under the *A New Tax System (Goods and Services Tax) Act 1999 (GST Law)*.
4. **ADMINISTRATION OF DEED**
- 4.1 Any power or discretion exercisable by the Grantor under this deed may be exercised by the person (**Grantor's Representative**) for the time being in the position within the Department of Planning, Transport and Infrastructure (**Department**) set out in item 2 of Schedule 1.
- 4.2 Any power or discretion exercisable by the Council under this deed may be exercised by the person (**Council's Representative**) for the time being in the position within the Council set out in item 2 of Schedule 1.
5. **PROVISION OF FINANCIAL INFORMATION**
- 5.1 The Council must provide the Grantor with appropriate and regular information, records and reports as the Grantor may request from time to time about:
- (a) the administration and financial affairs of the Council;
  - (b) the progress of (and any change to) the authorised scope of the Purpose or the Project;
  - (c) any significant changes to the nature and scope of the activities conducted by the Council;
  - (d) any other matter relevant to the granting of assistance;
  - (e) any other funding or financial assistance promised or received from any source other than the Grantor;
  - (f) the Council's management of the Funding, including, but not limited to, the economic and efficient use of resources to achieve the outcomes of the Purpose; and
  - (g) the performance of the Council's undertakings and obligations under this deed.
- 5.2 The information provided by the Council must be sufficient for the Grantor to make an informed judgement about:
- (a) the Council's ongoing financial position and its resources and expertise in relation to the Purpose;
  - (b) the Council's performance in managing public moneys, acquiring and using resources economically and efficiently and in achieving specified objectives in relation to the Purpose;
  - (c) the overall effectiveness of the Funding throughout the Funding Period;
  - (d) compliance with legislation and generally accepted accounting principles; and

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(e) compliance with the Council's constitution and the conditions of this deed.

5.3 The Council must permit any officer authorised by the Grantor:

(a) to enter the Council's premises and to have access to all accounting records, equipment, documents and information in possession of the Council; and

(b) to interview employees of the Council on matters pertaining to the operations of the Council.

## 6. GENERAL OBLIGATIONS OF THE COUNCIL

The Council must:

6.1 use the Funding only for the Purpose for which the Funding was made;

6.2 maintain accounting records of the Funding in accordance with generally accepted accounting principles;

6.3 ensure that any activity carried out by the Council in connection with the Council's use of the Funding complies with the laws from time to time in force in South Australia;

6.4 comply with its constitution;

6.5 comply with the additional reporting requirements set out in item 6 of Schedule 1;

6.6 prepare financial statements in accordance with Australian Accounting Standards at the end of the Funding Period and submit the financial statements, signed by a senior office holder of the Council, to the Grantor no later than one calendar month after the expiry of the Funding Period;

(Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements)

6.7 where the Funding to Council is in excess of One Million Dollars (GST exclusive) prepare financial statements in the nature of General Purpose Financial Statements; and

6.8 where requested by the Grantor, provide to the Department management accounts, annual reports, financial statements and any other information or documents relevant to the Council's operations.

## 7. CONDUCT OF THE PROJECT

7.1 The Council must ensure that any works undertaken towards the Purpose and/or the Project are undertaken in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

7.2 If (as indicated in item 3 of Schedule 1) the Project is to be conducted on a Road(s) under the care, control and management of the Commissioner, the Council must comply with the additional terms and conditions set out in Schedule 2.

7.3 The Council must erect signs on each road approach to the Project that comply with Section 4.7.1 – "Signposting" of the Notes on **Administration for Land transport Infrastructure Projects** published by the Commonwealth.

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**8. TERMINATION**

- 8.1 If the Council fails to comply with this deed and/or fails within 6 months from the Commencement of this deed to commence the works on the Project (or make sufficient progress to the satisfaction of the Grantor), the Grantor may:
- (a) require the Council to repay either the whole or a portion of the Funding (whether expended or not);
  - (b) withhold all future funding from the Council;
  - (c) pursue any legal rights or remedies which may be available to the Grantor; and
  - (d) terminate or curtail any program or project conducted by the Grantor of which the Purpose conducted by the Council is part.
- 8.2 The Grantor may review any decision made pursuant to this clause if the Council is able to satisfy the Grantor within a period of 30 days from the decision that the Council has complied with the conditions of this deed.
- 8.3 Nothing in this deed is to be taken to limit the Grantor's discretion to determine whether and how any program or project of the Grantor is to be conducted, except if and to the extent that the Grantor gives an express undertaking in that regard.

**9. GENERAL TERMS AND CONDITIONS****9.1 Insurance**

The Council warrants that it is a member of the Local Government Association Mutual Liability Scheme (**Scheme**) and is bound by the Scheme pursuant to section 142 and Schedule 1, Part 2 of the *Local Government Act 1999* (SA) (**Act**) and in the event that the Council ceases to be a member of the Scheme it will forthwith, pursuant to Section 142(1) of the Act and the regulations under that Act, take out and maintain insurance to cover its civil liabilities at a minimum level of cover of AUD \$50 million.

**9.2 Commonwealth Funded Project**

The Council acknowledges that the Funding provided under this deed is (and remains) contingent upon the Commonwealth funding and despite any other clause of this deed, if the Commonwealth for any reason ceases its provision of funding then the Grantor may by notice to the Council cease its provision of Funding under this deed.

**9.3 Audit**

The Grantor may direct the Council to arrange for the financial accounts relating to the Funding to be audited at the Council's expense. The Grantor may specify the minimum qualifications to be held by a person appointed to conduct the audit.

**9.4 Acknowledgements**

The Council acknowledge that the Funding represents a one-off contribution by the Grantor towards the Purpose, and the Council agrees that any request for subsequent funding will require a new application to the Grantor. The Grantor is under no obligation to agree to pay any subsequent funding to the Council.

The Council further acknowledges and agrees that the Grantor will not be liable to reimburse the Council for any losses or cost over runs that may result from the operation of this deed or the carrying out of the Purpose or Project.



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**9.5 Indemnity**

The Council acknowledges and agrees that it remains at all times solely responsible for the conduct of the Project and it releases and indemnifies the Grantor, the Commissioner and the Crown in right of the State of South Australia together with their employees, contractors and agents (**those indemnified**) from and against any loss or liability incurred or suffered by any of those indemnified as a result of any claim, suit, demand, action or proceeding brought by any person against any of those indemnified in respect to the works to complete the Project or otherwise caused by any breach or default of the Council under this Deed.

**9.6 Assignment**

The Council must not assign, novate or encumber any of its rights or obligations under this deed.

**9.7 Publicity**

The Council must not make (or permit a public announcement or media release to be made) about any aspect of this deed without first obtaining the Grantor's written consent.

**9.8 Consent**

If the Council requires the Grantor's consent under this deed, the Grantor may, in its absolute discretion, give or withhold its consent and if giving consent, the Grantor may impose any condition on that consent that it considers appropriate. The Grantor's consent will not be effective unless it is in writing and signed.

**9.9 Entire Deed**

This deed incorporates any attached schedules and annexures. This deed contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.

**9.10 Proper Law**

The laws in force in South Australia apply to this deed.

**9.11 Jurisdiction of Courts**

The courts of South Australia have non-exclusive jurisdiction to determine any proceeding in relation to this deed. Any proceeding brought in a Federal Court must be instituted in (and remain with) the Adelaide Registry of that Federal Court.

**9.12 Compliance with Laws**

The Council must comply with the laws in force in South Australia in the course of performing its obligations under this deed.

**9.13 Notices**

A notice is properly given or served if the party delivers it by hand, posts it or transmits it by electronic mail or facsimile, to the address of the Representative of the other party. A notice is taken to be received:

- (a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent;
- (b) if sent by facsimile, at the time which the sender's facsimile machine records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours (9am to 5pm on a business day), at the time of resumption of normal business hours);

- 
- (c) if sent by electronic mail or other electronic means, only in the event that the other party acknowledges receipt by any means; or
  - (d) if delivered by hand, the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service.

**9.14 Performance and future proposals**

The satisfactory completion of the works for the Purpose, the making of regular progress payments (see note under item 5 of Schedule 1) and on-going compliance with reporting obligations, may be taken into account as a factor in assessing any applications by the Council for future funding.

**9.15 Waiver**

Any waiver of any provision of this deed is ineffective unless it is in writing and signed by the party waiving its rights.

A waiver by either party in respect of a breach of a provision of this deed by the other party is not a waiver in respect of any other breach of that or any other provision.

The failure of either party to enforce any of the provisions of this deed at any time must not be interpreted as a waiver of that provision.

**9.16 Variation**

Any variation of this deed must be in writing and signed by each party (or its Representative). Any request by the Council for agreement to vary the Funding, the Purpose, the scheduled timing for the conduct of the works for the Project and/or the Funding Period must be accompanied by sufficient details explaining the reasons for the requested variation to enable the Grantor to have regard to its merits.

**9.17 Reading down and Severance**

In the event that any provision (or portion of any provision) of this deed is held to be unenforceable or invalid by a Court of competent jurisdiction, the validity and enforceability of the remaining provisions (or portions of such provisions) of this deed shall not be adversely affected.

The offending provision (or part of a provision) shall be read down to the extent necessary to give it legal effect, or shall be severed if it cannot be read down, and the remaining part and provisions of this deed shall remain in full force and effect.

**9.18 Auditor General**

Nothing in this deed derogates from the powers of the Auditor-General under the *Public Finance and Audit Act 1987* (South Australia). Without limiting this clause, the Council acknowledges the Auditor General's obligations and powers under sections 32 and 34 of the *Public Finance and Audit Act 1987* (South Australia).

**9.19 Public Disclosure**

The Grantor may disclose this deed (and/or information relating to this deed) in both printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

Nothing in this clause derogates from the Council's obligations under any provision of this deed or the provisions of the *Freedom of Information Act, 1991*.

9.20 **Special Conditions**

The special conditions set out under item 7 of Schedule 1 (if any) form part of this deed.

**EXECUTED as a DEED**

By the Grantor

**THE COMMON SEAL of the  
COMMISSIONER OF HIGHWAYS**

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

was affixed on: .....  
(Date above)

(Affix Seal Above)

in the presence of:

Witness Signature:.....

Print Name: .....

By the Council

**THE COMMON SEAL of the  
COUNCIL NAMED IN SCHEDULE 1**

)  
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)  
)

was affixed on: .....  
(Date above)

(Affix Seal Above)

as attested by the Principal Member and  
Chief Executive Officer.

Signature:.....

Signature: .....

Print Name: .....

Print Name: .....

Principal Member

Chief Executive Officer

**SCHEDULE 1 - PARTICULARS**

**1. THE COUNCIL**

Name: **City of West Torrens**

Site Address: **Civic Centre, 165 Sir Donald Bradman Drive, Hilton, SA 5033**

Postal Address: **Civic Centre, 165 Sir Donald Bradman Drive, Hilton, SA 5033**

ABN: **16 346 877 634**

**2. REPRESENTATIVES**

<b>Grantor's Representative</b>	<b>Council's Representative</b>
Name: <b>Ms Kerry McConnell</b>	Name: _____
Position: <b>Unit Manager, Road Safety Infrastructure</b> <b>Department of Planning, Transport and Infrastructure</b>	Position: _____
Address: <b>77 Grenfell Street</b> <b>ADELAIDE SA 5000</b>	Address: _____
Telephone: <b>(08) 7109 7897</b>	Telephone: _____
E-mail: <a href="mailto:kerry.mcconnell@sa.gov.au">kerry.mcconnell@sa.gov.au</a>	E-mail: _____

**3. THE PURPOSE, DESCRIPTION OF PROJECT & DETAILS OF THE ROAD(S)**

The Purpose: The funding is provided for the purpose of the Council undertaking on the road(s) identified below (within the Funding Period) the Project described below (and in any plans and/or proposal attached to this deed) in accordance with (and to the standard required by) any applicable Standards published by Austroads and Standards Australia Limited.

Description of Project: Project Number **106447-20SA-BS**

Project Description **Delineate two opposing traffic lanes and a separate parking lane while banning parking on one side**

Note: Please ensure that a full description setting out all aspects of the Project is included (this is of particular importance for Projects undertaken on DPTI maintained roads).

Details of the Road(s): **Daly Street, Kurralta Park**

Is the Road(s) under the care control and management of the Commissioner of Highways: **No**

Note: If under the care, control and management of the Commissioner then Schedule 2 will apply.

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#### 4. THE FUNDING

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The Funding: **\$23,100** (GST Inclusive)

The Funding Period: Start Date: **1 July 2020**

End Date: **30 June 2021**

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#### 5. MANNER & CONDITIONS OF PAYMENT

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##### Limit on payments

The Funding of **\$23,100** (GST Inclusive) is the maximum total amount the Grantor may be liable to pay the Council under this deed.

##### Initial Instalment in Advance & Progress Payments

The following table sets out the details of payments comprising the Funding the Council may invoice the Grantor for in accordance with clause 2.5 of the deed.

Payment	Amount AUD (GST Inclusive)
Initial Instalment in Advance <small>(Note: If no amount is indicated then no Initial Instalment in Advance will be made and the Funding will be made entirely through Progress Payments in arrears)</small>	<b>\$nil</b>
Allocation for Progress Payments	<b>\$23,100</b>
Total Funding	<b>\$23,100</b>

##### Periodic Progress Payments

Except in relation to the last Quarter prior to an End Date of 30 June, the Council is entitled (provided any instalment in advance has been expended) to invoice the Grantor after the end of each Quarter (or after another interval agreed between the parties) for progress payments for work undertaken for the Purpose.

A "Quarter" is the 3 calendar month period ending on 31 March, 30 June, 30 September and 31 December of each year during the Funding Period.

Last Quarter: If the End Date is 30 June (to coincide with the end of the Financial Year) then the Council must by **1 June** issue the Grantor with the final invoice for all works undertaken for the Purpose. Late invoices will only be accepted with the written agreement of the Grantor.

Note on Regular Invoices: The Grantor expects that works for the Purpose will be undertaken promptly during the Funding Period and expects to receive the invoice for any instalment in advance (if any) soon after the commencement of this deed and then regular subsequent receipt of invoices for progress payments.

##### Invoices

The Grantor is **not** obligated to pay an invoice unless properly rendered. An invoice is properly rendered if it:

- (a) is issued in respect of a payment for which the Council is entitled to invoice for under this deed;
- (b) quotes the relevant purchase order number allocated by the Grantor;
- (c) is accompanied by a Claim Form and invoices (if any) from the Council's contractor(s) undertaking work for the Purpose;
- (d) reflects the correct amount for payment under this deed; and

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(e) is a valid Tax Invoice in accordance with GST Law.

The **Claim Form** must set out:

- (a) The progress of the work towards the Purpose.
- (b) Project expenditure report from Council's financial management system and a summary schedule of expenditure.
- (c) Statement of the amount of any under or over expenditure of the Funding.

A pro-forma Claims Form is available from web-link:

[http://www.dpti.sa.gov.au/roadsafety/safer\\_roads/black\\_spot\\_program\\_2](http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2)

### Payment Term

Provided that the total amount of the Funding has not been (or will be) exceeded, the Grantor must pay the amount of a properly rendered invoice for an Initial Instalment in Advance (if indicated above) and a progress payment for work undertaken towards the Purpose issued by the Council, within 30 days of receiving the Council's invoice.

### 6. ADDITIONAL REPORTING REQUIREMENTS

Report (Title)	Frequency (By when)	Requirements (Information and applicable standard)
<b>Project Report</b>	1 <sup>st</sup> Report- 1 <sup>st</sup> August  2 <sup>nd</sup> Report-1 <sup>st</sup> November  3 <sup>rd</sup> Report-1 <sup>st</sup> February  4 <sup>th</sup> Report- 1 <sup>st</sup> May  <b>or 7 days from request</b>	<ul style="list-style-type: none"> <li>• The progress of the Project and scheduling of works.</li> <li>• Updated Expenditure forecasts during the term of the funding period.</li> <li>• The management of the Funding (i.e. break down of expenditure of the Funding).</li> <li>• Any changes to the authorised scope of the Project.</li> <li>• Any significant changes to the nature, scope and cost of the activities conducted by the Council.</li> <li>• Any operational matters requested from time to time by the Grantor for inclusion in the Project Report.</li> <li>• Use Template as per attachment (DPTI PM reporting template (PM203-1))</li> </ul>
<b>Completion Report</b>	Within 30 days from the completing the works for the Project.	<ul style="list-style-type: none"> <li>• Use Template as per <a href="http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2">http://www.dpti.sa.gov.au/roadsafety/safer_roads/black_spot_program_2</a></li> </ul>
<b>Financial Statements</b> (As referred to in clauses 6.6 and 6.7 of the Deed)	Within 30 days from the expiry of the Funding Period.	<p>Financial Statements prepared in accordance with Australian Accounting Standards setting out in detail the Council's expenditure of the Funding (with invoices attached from any contractors engaged for the Purpose) and signed by a senior office holder of the Council.</p> <p><b>Standard:</b> If the Funding is in excess of \$1 M (GST exclusive) <u>then</u> the recipient must prepare its Financial Statements in the nature of General Purpose Financial Statements.</p> <p>(Note: for the purposes of compliance with Australian Accounting Standards ("AAS") this includes Tier 1 ASS and Tier 2 ASS – Reduced Disclosure Requirements)</p>

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**7. SPECIAL CONDITIONS**

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- 7.1 The Road Asset Management Services Directorate will contact Council for a commencement meeting or other meetings as required.

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**SCHEDULE 2 – WORKS ON COMMISSIONER MAINTAINED ROAD(S)****1. APPLICATION OF THIS SCHEDULE 2**

The Council must comply with the terms and conditions set out in this Schedule 2 if (as indicated in item 3 of Schedule 1) the Council's proposed Project funded under this deed involves work on (or alterations to) a road ("**Road**") that is under the care, control and management of the Commissioner of Highways ("**Commissioner**").

**2. LEGAL REQUIREMENT TO GAIN COMMISSIONER'S APPROVAL**

Subsection 26(7) of the *Highways Act 1926* (SA) provides that a council must not exercise its powers under Part 2 of Chapter 11 of the *Local Government Act 1999* (SA) (e.g. the powers to conduct roadwork) in relation to a road under the care, control and management of the Commissioner except to the extent (if any) as the Commissioner may approve by written notice to the council.

The Council therefore acknowledges that prior to undertaking any works on the Road it will first need to gain the written approval of the Commissioner pursuant to section 26(7) of the *Highways Act 1926*.

**3. TERMS AND CONDITIONS FOR WORKS ON COMMISSIONER'S ROAD**

3.1 The Commissioner makes no warranties or representations concerning the suitability of the Road for the Purpose or the presence of third party installations on, in, along, over, under or near the Road. The Council must arrange for any required relocation or alteration of third party installations at its own cost.

In this Deed "third party installations" means any rail, gas, electrical, telecommunications, stormwater, water or other underground or overground installation on, in, along, over, under or near the Road.

3.2 The Council must:

- (a) not less than one calendar month prior to the commencement of works for the Purpose, submit the detailed design(s), any applicable drawings and plans and its Traffic Management Plan(s) to the Commissioner (acting through the Department) for its comment;
- (b) modify the documents submitted in accordance with the preceding item 3.2(a) in accordance with any comments received from the Commissioner (or the Department);
- (c) give prior notification to the Commissioner before commencing any works on the Road and abide by (and ensure that its contractor also abides by) any requirements imposed as to the times for access to the Road;
- (d) undertake (and ensure that its contractor undertakes) the works on the Road in accordance with:
  - (i) the Department's requirements as outlined in "*Works by other Organisations on Roads Maintained by the Commissioner of Highways*" available at [http://www.dpti.sa.gov.au/contractor\\_documents](http://www.dpti.sa.gov.au/contractor_documents) ; and
  - (ii) the detailed design(s), drawings and plans and Traffic Management Plan agreed to by the Commissioner,unless a variation is first agreed in writing by the Commissioner;
- (e) ensure that any works undertaken do not disrupt (or impede) any activity undertaken by the Commissioner (or the Department) on the Road;



- 
- (f) ensure that a defect liability period of not less than 24 calendar months applies to the works and the Council must invite (and make provision for) a representative of the Commissioner to attend inspections to assess both practical completion and final completion of the works;
  - (g) ensure that any additional works required to reach practical completion or any remediation (or repair of) defects that are required to allow for final completion, identified by either the Council or the Commissioner, are promptly carried out by the Council (or its contractor);
  - (h) at its cost, comply with any written direction by the Commissioner in relation to the conduct of the works, any alteration or removal of any infrastructure installed, the removal or minimisation of any risks to safety identified, the reinstatement of pavements, traffic management, the public's access to the Road or partial road closures;
  - (i) undertake such reasonable safety measures necessary to protect its employees, contractors, the public and commuters [including without limitation compliance with (and ensuring its contractor complies with) the *Work Health and Safety Act, 2012* (SA) and the *Work Health and Safety Regulations, 2012* (SA)];
  - (j) notify the Commissioner of any safety risk posed by the works or any infrastructure installed or any activity undertaken by the Council (or its employees, contractors and agents), on the Road; and
  - (k) following practical completion of the works [and following any further modifications undertaken by the Council (or its contractor)] provide at the Council's cost, the Commissioner with as constructed drawings and plans accurately depicting the type and location of the works and any infrastructure installed in accordance with Departmental standards available at:  
[http://www.dpti.sa.gov.au/contractor\\_documents](http://www.dpti.sa.gov.au/contractor_documents) (intellectual property in the plans and drawings vests in the Commissioner).
- 3.3 If the Council fails to comply with the requirements of item 3.2(g) or fails to carry out a direction of the Commissioner issued in accordance with item 3.2(h) then the Commissioner may (without being obliged to) carry out (or engage a contractor to carry out) the necessary work and the Council promises to pay to the Commissioner the cost it incurs in doing so.

# Attachment

- DPTI Project Management Quarterly Report Template

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## 17.5 Information Only Council and Committee Reports

### Brief

The purpose of this report is to provide a detailed listing of information only Council and Committee reports to be received.

### RECOMMENDATION

It is recommended to Council that the information only Council and Committee reports, contained in the Attachment Under Separate Cover of Agenda report, be received.

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### Introduction

Council at its meeting on 17 March 2020 resolved that:

*"All Council Committee meetings be cancelled from 18 March 2020 until the 19 May 2020 meeting of Council, subject to review."*

*"Only items that require a material decision of Council be included in the Council Meeting agendas until such time as Council meetings revert to twice monthly."*

Subsequently, at its meeting on 21 April 2020, Council resolved that:

*"The resolution of Council at its 17 March 2020 meeting, to cancel all Council Committee meetings, be extended until such time as the current major emergency declaration is lifted, or such time as Council resolves otherwise."*

This report has been prepared in response to these resolutions.

### Discussion

Following the resolution of Council, the Administration determined that items that did not require a material decision of Council will be provided as Attachment Under Separate Cover for Elected Member's information and perusal.

The following is a list of information only reports provided as **Attachment Under Separate Cover**:

- Creditor Payments
- Property Leases
- Legislative Progress Report - July 2020

### Climate Impact Considerations

*(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)*

There is no direct climate impact in relation to this report.

### Conclusion

This report responds to the resolution of Council as its meeting on 17 March 2020 and 21 April 2020 and provides a listing of information only Council and Committee reports for Members' information.

### Attachments

Nil

## 18 LOCAL GOVERNMENT BUSINESS

Nil

## 19 MEMBER'S BOOKSHELF

- South Australian Commissioner for Children and Young People, *2020 Community Building in the 21st Century - collaborative gaming to build connection, confidence and creativity*

### RECOMMENDATION

That the additions to Members' bookshelf be noted.

## 20 CORRESPONDENCE

### 20.1 Keeping the South Australian Landscape GM Free

Correspondence has been received from the General Manager NASAA Organic, Mark Gower, regarding keeping the South Australian landscape GM free (**Attachment 1**).

### 20.2 Brown Hill Keswick Creek Stormwater Board - Key Outcomes Summary

Correspondence has been received from the Brown Hill Keswick Creek Stormwater Project, providing the key outcomes summary from the meeting of the Brown Hill and Keswick Creeks Stormwater Board held Wednesday 17 June 2020 (**Attachment 2**).

### 20.3 Local Government Association of SA - Amendments to Scheme Rules

Correspondence has been received from the Chief Executive Officer of the Local Government Association of SA Mutual Pty Ltd, Dr Andrew Johnson, regarding the amendments to the LGAMLA Scheme Rules and LGAWCS Scheme Rules (**Attachment 3**).

### 20.4 Statutes Amendment (Mineral Resources) Bill 2019

Correspondence has been received from the Minister for Energy and Mining, the Hon Dan van Holst Pellekaan MP, regarding the Statutes Amendment (Mineral Resources) Bill 2019 (**Attachment 4**).

### RECOMMENDATION

That the correspondence be received.

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### Attachments

- 20.1 Keeping the South Australian Landscape GM Free
- 20.2 Brown Hill Keswick Creek Stormwater Board - Key Outcomes Summary
- 20.3 Local Government Association of SA - Amendments to Scheme Rules
- 20.4 Statutes Amendment (Mineral Resources) Bill 2019

# STOP GM CROPS BECOMING PART OF THE SA LANDSCAPE



## Please protect your region to ensure it remains a GM-free Crop Zone.

**Councils have until SEPTEMBER 30 to consult citizens and apply to the State Government to remain a GM-free Crop Zone.**

Date: 02/07/2020

### To Mayor Coxon and Councillors of City of West Torrens

City of West Torrens  
165 Sir Donald Bradman Drive  
HILTON SA 5033

Dear Mayor Coxon and Councillors,

Please, I urge you to do everything you can to ensure that Council areas across South Australia remain GM-free Crop Zone. Losing South Australia's GM-free status and reputation for high quality GM-free food products will disrupt food markets and deny many trade benefits state-wide.

I realise not all Council regions will be directly impacted by the lifting of the GM moratorium. However, we are all South Australians and have a responsibility to look out for one another.

By all of the South Australian Councils standing together on this issue we will create a stronger voice to ensure the South Australian landscape remains GM-Free, while securing future benefits for many South Australian communities.

I request your council to embrace the GM-free Crop Zone review process and to marshal community resources to apply for and establish a GM-free Crop Zone in your council area.

#### PLEASE RESOLVE TO:

- consider retaining your council as a GM-free Crop Zone;
- consult all members of your community, "including persons engaged in primary production activities and food processing or manufacturing activities";
- gather evidence of the present and future benefits and costs of remaining GM-free vs the potential benefits and costs of allowing GM crops to be grown;
- show a marketing advantage for primary producers, food producers, manufacturers and the community from remaining GM-free;
- provide evidence of positive marketing or trade benefits for local businesses from remaining a GM-free Crop Zone.

#### EVIDENCE OF GM-FREE BENEFITS:

The GM-free moratorium has brought many food industry benefits since 2004, including:

- substantial price premiums and preferential market access;
- lower production costs, without segregation and identity preservation being needed;
- no recalls or market disruptions from GM contamination, as US wheat and lucerne caused;
- domestic and export market reputations for high quality non-GM products.

In contrast, adopting GM crops like canola would have marginal, unquantified, and speculative benefits. Kangaroo Island farmers and processors will remain GM-free under the government's deal. They earn big premiums for the island's GM-free grains and beverages, in local and export markets, so were allowed to keep reaping GM-free rewards. KI Pure Grain told the government's Anderson Inquiry,

*"The potential direct cost to KIPG and the KI Grain Growers is the loss of demand for our Non-GM Canola which presently stands at approximately \$3,025,000. Additionally, ... there is potential to lose further sales of other grains marketed as 'GM Free' which would add to this loss."*<sup>1</sup>

With a plan to support of GM-free marketing and trade promotion, the whole of South Australia could reap similar rewards.

The Palsystem Consumers' Co-operative Union of Japan noted in their submission that to meet their strict non-GM policy, they bought canola and honey only from Kangaroo Island bringing \$6 million annually into the Island's economy. They added,

***"In order to further develop our economic contribution for both Kangaroo Island and the whole of South Australia, we are currently working on a plan to expand our range and volume of non-GM products, but the extension of the moratorium is critical to this plan."***<sup>2</sup>

Another Japanese Consumer Co-operative, Coop Shizenha, which supplies only GM-free products to its 142,000 members told the inquiry,

***"Our turnover is expected to reach AUD\$233 million this fiscal year [2018]" and we "hope that we can contribute further to your economy by purchasing agricultural products cultivated in South Australia and Kangaroo Island as the only remaining Non-GM cultivation area of your country."***

The Government commissioned the Anderson Review with short term and narrow Terms of Reference, so the report made shaky assumptions, excluded relevant information, and ignored unfavourable data. As a GeneEthics submission pointed out:

***"Australian non-GM canola has earned premiums in Europe since 2006 and the GM canola discounts continue to be significant. CSIRO team leader Dr Sandra Eady and Australian Export Grains Innovation Centre chief economist Ross Kingwell confirmed that 'We've achieved a \$100 million per year premium for our farmers, given the extra \$20-\$40/tonne paid for Australian non-GM Australian canola.'"*** <sup>3</sup>

Reflecting the strong demand for non-GM grains, especially in the EU, in the week ending June 5, 2020, GM canola was discounted \$95/tonne in WA, compared with non-GM varieties, \$39/tonne in Port Melbourne, and up to \$39/tonne in rural NSW.

#### **SHOPPERS DON'T WANT GM FOODS**

Swinburne University's (2017) national survey of attitudes to new technologies found Australians are uncomfortable with genetically modified (GM) foods.

Many Australian food processors responded to customer demand, and supply non-GM products to major supermarkets, including Coles which said:

***In recognition of our customers' strong preference for non-GM foods, all Coles Housebrand food products (over 2700 products) are formulated using non-GM ingredients. "***<sup>4</sup>

and Woolworths:

***Woolworths own brand products do not use genetically modified (GM) ingredients. Our requirements on GM ingredients are articulated to our own brand suppliers in our Brand Guidelines and Woolworths Quality Assurance (WQA) Standard. "***<sup>5</sup>

Shoppers in key export markets such as Europe, Japan and the USA also prefer GM-free foods. In the absence of effective GM labelling laws, non-GMO and GM-free labelled products are now among the fastest growing markets.

**LIFTING THE GM BAN COULD DESTROY FUTURE WHEAT MARKETS AND TRADE**

Without South Australia's GM crop moratorium, GM wheat may be grown here, with Gene Technology Regulator approval. There is no commercial GM wheat anywhere in the world, as markets say they will cancel wheat orders from any area growing GM wheat.<sup>6</sup>

A 2011 Grain Growers Limited report suggested Australia's key export markets (80% by value) will not buy GM wheat now or in the foreseeable future. In addition to this, "The domestic flour and feed millers did not consider that GM wheat would be accepted for Australian food production in the foreseeable future. It was considered that this was driven by consumer preference."<sup>7</sup>

I wish to thank you for time and also pass on my appreciation in advance for your council taking action to ensure the South Australian landscape remains GM-Free.

Yours sincerely,



**Mark Gower,**  
General Manager  
NASAA Organic

<sup>1</sup>[KI Pure Grain \(2018\) Submission to Review of the South Australian GM Food Crop Moratorium.](#)

<sup>2</sup>[Atsushi Ishida, Chairman of the Board, Palsystem Consumers' Co-operative Union \(2018\) Submission regarding review of GM crop cultivation by the South Australian Government](#)

<sup>3</sup>[Locke S, Australian canola for European biodiesel emits half the greenhouse gas of fossil fuels, ABC Rural, 19 December 2017.](#)

<sup>4</sup>[Coles \(2009\) Coles Community and Sustainability Report 2009, http://www.coles.com.au/Portals/0/content/swf/about\\_coles/CommSusRpt/Report.pdf](#)

<sup>5</sup>[Woolworths: Genetically Modified \(GM\) Foods, http://www.woolworthslimited.com.au/page/A\\_Trusted\\_Company/Responsible\\_Sourcing/Genetically\\_Modified\\_GM\\_Foods/](#)

<sup>6</sup>[No appetite for Australian GM wheat, January 2013.](#)

<sup>7</sup>[Grain Growers \(2011\) What the world wants from Australian wheat.](#)





## KEY OUTCOMES SUMMARY

### MEETING OF THE BROWN HILL AND KESWICK CREEKS STORMWATER BOARD

Held Wednesday 17 June 2020

The key outcomes of the meeting were as follows:

1. Appointment of Board Chairperson
  - a. At the 3 August 2018 Board meeting Judith Choate was appointed to the position of Chairperson and was subsequently reappointed at the meeting held 20 June 2019. Judith's current term expires on 2 August 2020.
  - b. Pursuant to Section 9 of the Charter, the Chairperson of the Board is appointed for a term of one (1) year and is eligible for re-appointment.
  - c. The Board resolved to reappoint Judith Choate as Chairperson of the Board for one (1) year concluding on 2 August 2021.
2. Execution of Water Sustainability Grant Variation
  - a. Delivery of the South Park Lands project is underway with construction due to commence late in 2020. A Water Sustainability Grant application was submitted in July 2019 and the project was successful in securing funding of \$230,000 + GST.
  - b. At the April 2020 Board meeting, the Board resolved to execute the grant agreement. Subsequent to execution of the agreement, the project's completion date and payment schedule have been revisited within the agreement to better reflect the current timing expectations. A Deed of Variation has been prepared to capture the revised timing.
  - c. The Board considered the Deed of Variation and resolved that the Deed be executed.
3. Everard Park – Request for Variation:
  - a. The delivery of the Upper Brown Hill Creek, Area 1 (Everard Park) project is underway and following a select tender process, Inside Infrastructure were appointed to provide Project and Contract Management Services by Board resolution dated 28 November 2019.
  - b. Inside Infrastructure have submitted a variation request for consideration. The Board discussed the variation request and expressed concern over the variation summary and in particular, items they feel should be included in the original scope.
  - c. The Project Director will seek additional information from the supplier to support the request for variation.
4. The Board adopted the Prudential Management Policy and the Financial Delegations Policy.
5. The Board noted Paul Bowler's retirement from the Board. Paul's term of office expires in August 2020 and he is not seeking reappointment. The Board thanked Paul for his time and contribution to the Board during his term.
6. A Business Continuity Plan for the subsidiary will be drafted in the near future for consideration by the Board.



Providing unique cover and risk services

In reply please quote our reference: ECM 711905

8 July 2020

Mr Terry Buss  
Chief Executive Officer  
City of West Torrens  
165 Sir Donald Bradman Drive  
Hilton SA 5033

**Emailed:** [tbuss@wtcc.sa.gov.au](mailto:tbuss@wtcc.sa.gov.au)

Dear Mr Buss

**Amendment to Scheme Rules**

As you may be aware, LGASA Mutual Pty Ltd was set up by the Local Government Association of South Australia (LGA) following the restructure of the LGA's self-insurance schemes in 2018. LGASA Mutual Pty Ltd combines the management of the existing LGA Mutual Liability Scheme and the LGA Workers Compensation Scheme into one entity.

LGASA Mutual was established to create a new and robust corporate governance structure for the combined Schemes as well as to protect and create value for its stakeholders. The LGA objectives was to set up a board that will provide strategic oversight of the contractor engaged to provide day to day services for the Schemes under a master service agreement (JLT/LGRS), provide financial management and corporate governance over the company as well as set the strategic direction of the Schemes in consultation with stakeholders.

As part of the restructure of the two schemes, the LGA have undertaken a review of the Scheme Rules with a view to ensuring that the recent governance changes to the schemes are reflected in their rules. As a member of the Schemes, I wish to formally advise you that the LGAMLS Scheme Rules and the LGAWCS Scheme Rules have been amended and were placed in the Government Gazette on 2 July 2020.

A copy of the amended LGAMLS Scheme Rules and LGAWCS Scheme Rules as Gazetted on 2 July 2020 are annexed to this letter.

Please feel free to contact me if you have any questions in relation to the amended Scheme Rules.

Yours sincerely

A handwritten signature in black ink, appearing to be 'AJ' or similar initials, written in a cursive style.

Dr Andrew Johnson  
**Chief Executive Officer**  
**LGASA Mutual Pty Ltd**

Telephone: (08) 8224 2094

Email: [andrew.johnson@lga.sa.gov.au](mailto:andrew.johnson@lga.sa.gov.au)

Attach: ECM 667166 - LGAMLS Scheme Rules  
ECM 667167 - LGAWCS Scheme Rules

## Local Government Association Mutual Liability Scheme (LGAMLS)

### Scheme Rules

#### 1. Operation of Rules

These Rules operate from 12:00am on 2 July 2020.

#### 2. Definitions

In these Rules, the following words have the following meanings given to them:

- 2.1 "Civil Liability" means any liability not being criminal resulting from an obligation, function, power or duty of a Member arising under law.
- 2.2 "Claim" means any claim for Civil Liability made upon a Member during the term of this Mutual Scheme.
- 2.3 "Delegate" has the meaning given to that term in Rule 3.1.
- 2.4 "Eligible Body" means:
- 2.4.1 LGA;
- 2.4.2 LGASA Mutual Pty Ltd (ACN 625 310 045);
- 2.4.3 LGCS Pty. Ltd. (ABN 21 094 805 964);
- 2.4.4 The Local Government Finance Authority of South Australia;
- 2.4.5 All Councils (including their subsidiaries) constituted pursuant to the provisions of the LG Act;
- 2.4.6 Any other body so prescribed by the provisions of the LG Act that is admitted to the membership of the Mutual Scheme; or
- 2.4.7 Any other entity admitted to the membership of the Mutual Scheme by LGA in accordance with Rule 5.2.
- 2.5 "Indemnity Cover" means insurance or reinsurance cover purchased or procured by LGA for and on behalf of Members to satisfy and manage the Claims admitted to indemnity in the amount determined from time to time by LGA.
- 2.6 "LG Act" means the Local Government Act 1999 (SA), and any Act of Parliament in addition to or in substitution for that Act.
- 2.7 "LGA" means Local Government Association of South Australia (ABN 83 058 386 353).

- 2.8 "LGA Board" means the board of directors of the LGA.
- 2.9 "LGA Member" means any Council (including its subsidiaries) constituted pursuant to the LG Act that is admitted as a member of the LGA in accordance with clause 8 of the Constitution of the LGA from time to time.
- 2.10 "Member" means an Eligible Body admitted to membership of the Mutual Scheme in accordance with Rule 5.
- 2.11 "ML Fund" means the fund established in accordance with Rule 6 and maintained in accordance with these Rules.
- 2.12 "ML Indemnity" means protection or security against loss or damage resulting from Civil Liability.
- 2.13 "ML Objectives" means the objectives of the Mutual Scheme contained in Rule 4.3.
- 2.14 "Mutual Scheme" means The Local Government Association Mutual Liability Scheme conducted pursuant to Schedule 1 of the LG Act and in accordance with these Rules.
- 2.15 "Notifier" has the meaning given to that term in Rule 19.1.
- 2.16 "Ordinary Resolution" means a resolution passed by at least the majority of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.
- 2.17 "Pooled Cover" means the discretionary indemnity cover provided from the ML Fund to satisfy and manage the Claims admitted to indemnity in the amount determined from time to time by LGA.
- 2.18 "Recipient" has the meaning given to that term in Rule 19.1.
- 2.19 "Special Resolution" means a resolution passed by at least 75% of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.
- #### 3. Delegation
- 3.1 Subject to Rule 3.2, LGA may (but is not obliged to) delegate any power, function or duty under these Rules (including the power to sub-delegate) to an entity controlled by LGA which is responsible for the management of

- the Mutual Scheme ("Delegate") subject to such limitations and conditions as may be determined by LGA.
- 3.2 LGA is not permitted to delegate any power, function or duty under Rules 5.2, 8.3, 9.8.1, 14.4, 15.1, 18.3, 18.7, 18.8.1, 19 and 20.1.
- 3.3 LGA may revoke or amend a delegated power, function or duty at any time. LGA may at any time exercise, in its own right, any of the powers or functions delegated by it and any such exercise will not, without more, amount to the revocation of any delegation in favour of a Delegate.
- 3.4 Subject only to any limitations or conditions in the delegation, the Delegate, in exercising delegated power, will be empowered under these Rules as if it were LGA.
- 4. Objectives of the Mutual Scheme**
- 4.1 The Mutual Scheme comprises the ML Fund which provides coverage to Members in relation to Claims.
- 4.2 LGA may establish funds under the Mutual Scheme in addition to the ML Fund to provide coverage to Members in relation to potential and actual claims relating to liability, loss or damage of Members, other than the Claims.
- 4.3 In relation to the ML Fund, the ML Objectives are to provide to Members of the Mutual Scheme assistance in respect of their potential and actual Claims more particularly set out in these Rules and including but not limited to:
- 4.3.1 advice in respect of minimising the occurrence and severity of all Claims;
- 4.3.2 assistance in the administration, investigation, management and resolution of all Claims;
- 4.3.3 legal representation in respect of all Claims; and
- 4.3.4 financial assistance by way of discretionary grants in respect of the Claims.
- 5. Admission to Membership**
- 5.1 The Eligible Bodies listed in Rules 2.4.1 to 2.4.6 inclusive are automatically entitled to membership of the Mutual Scheme.
- 5.2 The LGA Board may from time to time by Ordinary Resolution, and subject to the terms of these Rules, admit to membership of the Mutual Scheme for a financial year any other entity which makes an application to LGA and upon their admission, such entity will be an Eligible Body for the purposes of Rule 2.4.7.
- 5.3 In exercising discretion to admit an entity to membership of the Mutual Scheme pursuant to Rule 5.2, the LGA Board may take into account any matter which it considers relevant.
- 5.4 Notwithstanding the admission of a Member to membership of the Mutual Scheme pursuant to Rule 5.1 or Rule 5.2, a Member shall only be entitled to the benefits of the Mutual Scheme if, at the relevant time, that Member has paid in full any contribution payable by it under Rule 11 or otherwise as required in accordance with these Rules.
- 5.5 At the discretion of LGA, the benefits of membership of the Mutual Scheme may be limited to defined Claims, limited to Pooled Cover, limited to Indemnity Cover or any combination of those matters.
- 5.6 Payment of a contribution by a Member shall be evidence of the Member's agreement to be bound by these Rules.
- 6. ML Fund**
- 6.1 LGA shall establish and maintain the ML Fund to meet the ML Objectives and for that purpose, subject to Rule 5.4, may apply the ML Fund to meet:
- 6.1.1 such Claims as may be made against any one or more of the Members during that year to the extent of the Pooled Cover;
- 6.1.2 such Claims as may have been made against any one or more of the Members during any previous year and which at the commencement of these Rules and any new financial year have not been settled;
- 6.1.3 the premium payable to an appropriate indemnity insurer to provide Indemnity Cover for the Members during that year;
- 6.1.4 the operating expenses of the Mutual Scheme for that year, including:
- 6.1.4.1 the remuneration of LGA referred to in Rule 12.1; and



- 6.1.4.2 any expenses of LGA or a Delegate referred to in Rule 12.2, in each case insofar as they relate to the ML Fund; and
- 6.1.5 any grants or allocations to Members, or any other person or body for or on behalf of any Member, which LGA in its discretion may make.
- 6.2 Each Claim shall be met:
- 6.2.1 to the extent that the Claim does not exceed the amount of the Pooled Cover, from the ML Fund;
- 6.2.2 to the extent that the Claim exceeds the amount of the Pooled Cover:
- 6.2.2.1 to the amount of the Pooled Cover, from the ML Fund;
- 6.2.2.2 thereafter from Indemnity Cover to the extent of that cover;
- 6.2.3 to the extent that the Claim exceeds the amount of the Pooled Cover and the Indemnity Cover:
- 6.2.3.1 to the amount of the Pooled Cover, from the ML Fund;
- 6.2.3.2 to the amount of the Indemnity Cover, to the extent of that cover; and
- 6.2.3.3 the balance by the Member against which the Claim was made.
- 6.3 The Members must contribute to the ML Fund in the proportions determined annually by LGA.
- 6.4 LGA shall administer the ML Fund with the intent that upon the settlement of all Claims made in any financial year:
- 6.4.1 any surplus remaining in the ML Fund attributable to that year shall be allocated at the absolute direction of LGA toward liabilities of the ML Fund for any other year whether future or past; and
- 6.4.2 any deficiency in the ML Fund in that year may be met by additional contributions levied by LGA against each Member for that year in the proportion in which contributions were made to the ML Fund for that year.
7. **Admission of Claim to Indemnity**
- LGA shall consider any Claim for which a Member seeks indemnity from the ML Fund and may in its sole and absolute discretion and either in whole or in part and upon such terms and conditions as LGA may consider appropriate determine whether it will grant indemnity for the Member from the ML Fund in respect of any such Claim.
8. **Powers, Duties and Functions of LGA**
- 8.1 LGA will administer and manage the Mutual Scheme in the pursuit of the ML Objectives.
- 8.2 LGA shall be empowered for and on behalf of the Members to do all the following things namely:
- 8.2.1 levy Members for contributions in accordance with Rule 11, including differential contributions in respect of each Member to the ML Fund having regard to any matter which it considers relevant;
- 8.2.2 invest all contributions received from Members and other monies received comprising the ML Fund which are not immediately required to meet the liabilities of the Mutual Scheme;
- 8.2.3 expend the contributions of, and income earned by, the ML Fund in respect of each financial year in and towards:
- 8.2.3.1 the general administration of the Mutual Scheme;
- 8.2.3.2 assistance to Members by way of any advice in respect of their potential and actual Claims;
- 8.2.3.3 assistance to Members in the administration, investigation and resolution of Claims;
- 8.2.3.4 legal representation for Members in respect of any Claims;
- 8.2.3.5 financial assistance by way of discretionary grants in respect of any Claims;
- 8.2.3.6 any remuneration of LGA referred to in Rule 12.1; and
- 8.2.3.7 any expenses of LGA or a Delegate referred to in Rule 12.2.
- 8.3 LGA may make such additional rules to be observed by a Member or the Members as it may deem fit with respect to the terms and conditions upon which a Member or Members



- will be eligible for assistance from the Mutual Scheme, provided that no such rule shall be made in terms inconsistent with these Rules and further provided that no such rule shall operate and take effect in respect of any Member until a copy thereof shall have been served upon such Member or Members.
- 8.4 LGA will enter into all such agreements for and on behalf of Members as are necessary for or incidental to the proper administration of the Mutual Scheme in the pursuit of the ML Objectives.
- 8.5 LGA will carry out investigations of such relevant matters and make submissions to such relevant bodies as LGA may deem to be necessary for or incidental to, the proper administration of the Mutual Scheme in the pursuit of the ML Objectives.
- 8.6 The duties of LGA shall include:
- 8.6.1 to achieve and implement the ML Objectives;
- 8.6.2 to ensure from a financial perspective that the Mutual Scheme is viable;
- 8.6.3 to keep records of all activities for and on behalf of the Mutual Scheme;
- 8.6.4 to review the performance and function of the Mutual Scheme;
- 8.6.5 to be responsible for the financial management of the Mutual Scheme to the extent that it shall:
- 8.6.5.1 annually determine the total amount of contributions to be levied against all Members in respect of the ML Fund;
- 8.6.5.2 from time to time undertake an assessment of the Members or any of them and their activities to assist in the determination, in conjunction with actuarial advice, of the proportion in which the Members are to contribute to the ML Fund in any year and may upon the conclusion of any such investigation direct the Members or any of them as to the procedures to be adopted by them to prevent losses or to minimise Claims;
- 8.6.5.3 annually prepare the operating budget and the financial statements of the Mutual Scheme and report to the Members on any items arising from those statements;
- 8.6.5.4 annually determine the extent of Claims to be indemnified from the ML Fund;
- 8.6.5.5 annually determine the amount of Pooled Cover to be provided for the Members from the ML Fund;
- 8.6.5.6 annually determine the amount and nature of Indemnity Cover to be purchased for the Members from the ML Fund for any term and to determine the indemnity insurer for this purpose; and
- 8.6.5.7 be responsible for the assessment of the Members to determine, in conjunction with actuarial advice, the proportion in which they are to contribute to the ML Fund in each year from the total contributions determined in accordance with Rule 8.6.5.1;
- 8.6.6 to manage Claims made against each Member including:
- 8.6.6.1 the investigation and assessment of those Claims;
- 8.6.6.2 the provisions of loss prevention and risk minimisation guidelines; and
- 8.6.6.3 the keeping of the accounts of the ML Fund for each year.
- 8.7 The annual operating budget and financial statements referred to in Rule 8.6.5.3 shall deal separately with the following items:
- 8.7.1 the projected income of the ML Fund by way of contributions, interest or other sources;
- 8.7.2 the liabilities of the ML Fund for estimated Claims and Claims adjustment costs;
- 8.7.3 the amounts to be allowed to provide for the cost of arranging Indemnity Cover;
- 8.7.4 general and administrative costs to be charged against the ML Fund; and
- 8.7.5 any grants in accordance with Rules 6.1.5 and 10.7.
- 8.8 LGA may at its discretion alter the amounts to be expended in respect of the items listed in the budget for each year where necessary to meet the purposes of the Mutual Scheme.
- 8.9 Where it becomes apparent to LGA that for any year the ML Fund will be insufficient to meet Claims payable from the ML Fund, LGA may at any time require the payment by the

- Members of an additional contribution in the same proportions as the contribution paid by each of the Members to the ML Fund for that year in order to ensure that all Claims upon the ML Fund for that year are able to be met.
- 8.10 LGA shall report annually to the Members on all aspects of the operation of the Mutual Scheme for the preceding year, including details in relation to:
    - 8.10.1 outstanding Claims (including an assessment as to the liability of outstanding Claims and the ability of the ML Fund to meet the assessment of liability);
    - 8.10.2 further contributions required, if any;
    - 8.10.3 the investment of the moneys of the ML Fund not immediately required;
    - 8.10.4 the allocation of surplus moneys in the ML Fund, if any;
    - 8.10.5 any remuneration received by LGA pursuant to Rule 12.1; and
    - 8.10.6 any expenses of LGA (or its Delegate) referred to in Rule 12.2.
  - 8.11 LGA shall be available at all times to any of the Members to answer any questions on the conduct of the activities of the Mutual Scheme.
  - 8.12 LGA may establish such committees as it considers necessary to be constituted by such persons as LGA may determine to investigate and report to LGA on any matter relevant to the Mutual Scheme.
- 9. Claims and Indemnity**
- 9.1 **Pooled Cover**  
 In accordance with Rule 7, LGA shall consider granting indemnity with respect to any Claim from the ML Fund up to a level of Pooled Cover to be determined annually by LGA.
  - 9.2 **Indemnity Cover**  
 LGA shall purchase Indemnity Cover in excess of Pooled Cover to an amount determined by LGA from year to year.
  - 9.3 **Excess**  
 Each Member will be liable for the first amount of any Claim to be known as the "Excess" which shall be determined by LGA. The
- 9.4 **Limit of Exposure**  
 Excess may be a differential amount for each Member and for each Claim or a combination of both.  
 Subject to admitting a Claim to indemnity under Rule 7, a Member's entitlement to indemnity from the ML Fund shall never exceed the Pooled Cover for each Claim. Entitlement to claim from Indemnity Cover shall be as contracted by LGA on behalf of all Members. The quantum of any Claim in excess of Indemnity Cover shall be the responsibility of the Member.
  - 9.5 **Defaulting Member**  
 LGA may by written notice to a Member in default of these Rules exclude that Member from any or a defined entitlement to Pooled Cover or Indemnity Cover.
  - 9.6 **Special Risks**  
 LGA may by written notice to a Member exclude the Member from any or a defined entitlement to Pooled Cover or Indemnity Cover with respect to a "special risk" of Claims as determined by LGA.
  - 9.7 **Other Insurance**  
 A Member is not entitled to indemnity from the Pooled Cover for any loss, damage or liability which at the time of the happening of such loss, damage or liability or the Claim for such was otherwise indemnified or insured by or would, but for the existence of this Mutual Scheme be indemnified or insured by any other Policy or Policies of Insurance or otherwise except in respect of any liability beyond the amount which would have been payable under such other Policy or Policies had this Mutual Scheme not been effected. This Rule is to be construed to exclude Claims made with respect to professional indemnity claims and occurrences for all other claims, made or occurring prior to 30 June 1989.
  - 9.8 **Failure to Notify and False Notification**
    - 9.8.1 Where a Member fails to notify LGA as required by Rules 10.1 and 10.3, breaches Rule 10.2, submits a false Claim or provides false information contrary to Rule 10.4 or fails to comply with any requirement or notice

- issued pursuant to Rule 13, LGA may (in lieu of terminating the membership of the defaulting Member pursuant to Rule 18 and in addition to any other power under these Rules) levy an additional contribution to be paid by a defaulting Member or remove any benefit which may otherwise have accrued to the benefit of the Member under these Rules as a condition precedent for the Claim against the Member to be considered for indemnity from the ML Fund.
- 9.8.2 A decision by LGA to levy an additional contribution against a Member in default, or to remove any benefit in lieu of termination of membership or any other sanction, does not preclude LGA from exercising the power to terminate the membership of the defaulting Member if there is any repeat of the default or failure by the Member to adequately address the issue of concern identified by LGA (including the payment of the additional contribution) or any other relevant performance or risk management issue.
- 10. Claims Procedure**
- 10.1 Notice
- A Member shall, as a condition precedent to a Claim to be indemnified under these Rules and, subject to the default provisions, as a condition of continued entitlement to the benefits of membership of the Mutual Scheme, forthwith give to LGA written notice of each of the following:
- 10.1.1 any circumstance or occurrence of which the Member shall become aware which is likely to give rise to a Claim against the Member;
- 10.1.2 any receipt of notice, written or oral, from any person of any intention to make a Claim against the Member; and
- 10.1.3 any Claim made against the Member whether the quantum of the Claim exceeds the Excess or not.
- 10.2 Not admit liability
- A Member shall not admit liability for, compromise, settle or make or promise any payment in respect of, any Claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of LGA which if it
- so wishes shall be entitled to take over and conduct in the name of the Member the defence and/or settlement of any such claim for which purpose the Member shall give all such information and assistance as LGA may reasonably require.
- 10.3 Increase in Risk
- A Member shall forthwith give to LGA full particulars in writing of any material increase in the risk of any Claim and shall pay such additional contribution and shall comply with such other terms and conditions, if any, as may be reasonably required by LGA in respect of such Claim.
- 10.4 Fraudulent Claims and False Information
- If a Member shall make any Claim knowing the Claim to be false or fraudulent as regards amount or otherwise or shall provide any false information with respect to a Claim the entitlement shall become void and all benefits hereunder relating to that Claim shall be forfeited.
- 10.5 Continued Support
- During the continuance of any Claim against a Member which is to be indemnified from the ML Fund the Member shall provide LGA with whatever information and support (including technical and professional support if requested) as is requested to enable the adequate investigation, defence and resolution of any such Claim.
- 10.6 Subrogation
- Every Member seeking indemnity from the ML Fund shall by membership of the Mutual Scheme have agreed to subrogate to LGA its rights to investigate, defend and resolve any Claim against the Member.
- 10.7 Special Assistance
- Any Member requiring special assistance by way of a grant or otherwise to manage any risk which may result in a Claim may make written application for such to LGA whereupon LGA shall deal with the matter and in doing so may request any information from the Member and may resolve to refuse the grant, or make the grant on such terms and conditions as it deems appropriate.



- 10.8 Confidentiality  
All communications between a member and the Mutual Scheme, and any investigator, lawyer or other persons engaged by or assisting the ML Fund, in relation to the claim, shall be confidential, and shall not be disclosed to any person without the prior written consent of the Mutual Scheme.
- 11. Contributions**
- 11.1 Contributions for each year shall be as determined by LGA having regard to any matter which it determines relevant. Contributions so determined must be paid by each Member as requested by LGA.
- 11.2 Contributions once paid by a Member to the ML Fund shall not be recoverable in whole or in part by the Member for any reason, including in the event of the resignation or early termination of membership of the Mutual Scheme under Rule 18, or a decision by LGA not to indemnify a Claim or to impose a condition on the grant of an indemnity.
- 11.3 Contributions by each Member shall be applied by LGA at its discretion toward the accumulation of the ML Fund, the purchase for and on behalf of each Member (as one of a group of Members of the Mutual Scheme) of Indemnity Cover in respect of Claims of each Member in excess of the level of Pooled Cover and otherwise in furtherance of the ML Objectives.
- 11.4 Contributions for each Member shall be determined by LGA from year to year and may be differential in respect of each Member to the ML Fund. For the purpose of determining the appropriate contribution for each Member, the Member shall provide LGA such information as is required to determine:
- 11.4.1 the history of Claims against the Member;
- 11.4.2 operating and risk management procedures of the Member in all of its activities; and
- 11.4.3 any other matter requested by LGA.
- 11.5 Additional contributions for any year may be levied by LGA against any Member or Members or all of the Members at any time for any of the following reasons:
- 11.5.1 increasing Pooled Cover in any year;
- 11.5.2 purchasing additional Indemnity Cover in any year;
- 11.5.3 to cover special risks as determined by LGA;
- 11.5.4 to cover an increase in risk of Claims of a Member;
- 11.5.5 to compensate the ML Fund for the actions of a defaulting Member;
- 11.5.6 to compensate the ML Fund for conditional risk, non-compliance with a request resulting in a loss to the ML Fund, or the failure by a Member to abide by a reasonable direction of LGA;
- 11.5.7 for any of the reasons contemplated by Rule 9.8.1; and
- 11.5.8 any other reason determined by LGA to be a relevant reason.
- 11.6 LGA may, having regard to the advice of an actuary, operate a "bonus/penalty" scheme and the Members shall be bound to accept such a decision by LGA.
- 12. LGA's Remuneration, Costs and Expenses**
- 12.1 The LGA is entitled to reserve for itself from the contributions an amount in consideration of the conduct and management of the Mutual Scheme (**LGA's Remuneration**). LGA's Remuneration will be determined on an annual basis by LGA and reported to Members annually as contemplated by Rule 8.10.5.
- 12.2 LGA or its Delegate (as the case requires) shall be entitled to be reimbursed from the ML Fund for any operating expenses incurred by it in respect of the conduct and management of the Mutual Scheme.
- 13. Member's Obligations**
- 13.1 The primary obligation of a Member is to comply strictly with the technical requirements, and the spirit and intent of these Rules so as to ensure the integrity and viability of the Mutual Scheme which has been established as a discretionary mutual indemnity scheme for the benefit of all Members.
- 13.2 In the spirit of mutual obligation every Member must not only comply with the technical requirements of these Rules and the direction of LGA but must also respect the spirit and intent of the Mutual Scheme by ensuring that

- timely and comprehensive notification is given to LGA of any incident, circumstance or matter which may give rise to a Claim, and by ensuring that adequate risk management and prevention strategies are put in place so as to absolutely minimise the risk of such a Claim.
- 13.3 It is also the obligation of every Member to notify LGA in advance of any activity to be undertaken by a Member or by any other person on a Member's premises or under a Member's control or influence which has by its nature a risk profile which is different to the risk profile of the usual and known activities of the Member, that is, usual activities of the Member actually known about by LGA.
- 13.4 LGA may at any time undertake a risk management audit of a Member's activities, including those activities over which a Member has control or influence, and every Member is obliged to fully and honestly assist LGA to conduct such an audit by providing LGA with all information as requested by LGA and by giving LGA access to all property, premises, records and any other material requested by LGA for the purposes of the audit.
- 13.5 A Member must modify or cease activities which LGA determines to be an unacceptable risk and about which LGA has issued a notice to the Member.
- 13.6 A Member must comply with any notice given by LGA under these Rules.
- 14. Financial Provisions**
- 14.1 LGA shall in the name of the Mutual Scheme open an account for the ML Fund and any other fund established by LGA with a Bank of its choice.
- 14.2 LGA may authorise a person to operate the bank accounts.
- 14.3 All moneys received in respect of the ML Fund shall be immediately deposited to the credit of the bank account for the ML Fund:
- 14.3.1 with the Local Government Finance Authority of South Australia;
- 14.3.2 subject (to the extent practicable in the circumstances) to consulting with the Treasurer, in any security or investment authorised by the Trustee Act; or
- 14.3.3 in any security or investment authorised by the LG Act or prescribed for the purposes of that Act.
- 14.4 LGA may borrow moneys for the purposes of meeting the ML Objectives and for that purpose may secure the repayment of such loans by granting security over the assets of the Mutual Scheme or the ML Fund.
- 14.5 LGA shall keep or cause to be kept all such accounting records for the Mutual Scheme as fully and correctly explain the transactions and financial position of the Mutual Scheme.
- 14.6 The accounting records shall be prepared and maintained in such a manner as will enable:
- 14.6.1 true and fair accounts of the Mutual Scheme to be prepared from time to time; and
- 14.6.2 the accounts of the Mutual Scheme to be conveniently and properly audited annually.
- 15. Auditor**
- 15.1 LGA shall appoint an auditor to audit the books of account kept in respect of the Mutual Scheme.
- 15.2 The Members (and the authorised representatives of each of the Members) and the Auditor shall be entitled at all times to have access to the accounting and all other records of the Mutual Scheme.
- 15.3 The Auditor:
- 15.3.1 shall audit the Mutual Scheme's accounting records;
- 15.3.2 shall examine and report on the adequacy of the Mutual Scheme's internal controls, including whether the internal controls provide a reasonable assurance that the relevant financial transactions have been recorded accurately and reliably; and
- 15.3.3 may, at the request of LGA, examine and report on the efficiency and economy with which the resources of the Mutual Scheme are managed or used,
- annually during the currency of the Mutual Scheme or more frequently as LGA may direct.



- 15.4 The Auditor shall cause a written report to be sent to LGA on the completion of each annual audit in respect of the accounting records of the Mutual Scheme and other records relating to the accounts prepared therefrom.
- 15.5 The Auditor's report shall state whether in the Auditor's opinion the accounting records aforesaid have been kept in accordance with generally accepted accounting principles and if the Auditor considers that the records have not been so kept the Auditor shall specify the reason for not being satisfied with them.
- 16. Actuary**
- 16.1 LGA shall appoint an actuary to advise LGA on all aspects of the Mutual Scheme.
- 16.2 LGA will procure actuarial advice as and when required and at least annually for the purpose of preparing the annual budget.
- 16.3 The annual actuarial report will be provided to LGA.
- 17. Accumulation**
- LGA is permitted to accumulate and to retain for purposes consistent with these Rules any money or contributions from Members in any one or more financial year for any purpose consistent with the ML Objectives.
- 18. Cessation of Membership**
- 18.1 Subject to Rule 18.2, each Member's membership of the Mutual Scheme will automatically renew at the commencement of each financial year.
- 18.2 A Member may resign as a Member at any time by notice in writing to LGA. Any resignation under this Rule 18.2 will take effect from the date that is ninety (90) days from the date on which the notice of resignation is received by the LGA or such later date as is specified in the notice.
- 18.3 The LGA Board may by Ordinary Resolution terminate a Member's membership of the Mutual Scheme in the event that the Member:
- 18.3.1 fails to comply with any notice issued under these Rules or the reasonable direction of LGA as to the conduct of its operations so as to minimise Claims;
- 18.3.2 fails to allow and/or accommodate a risk management audit to be undertaken by LGA or its nominee;
- 18.3.3 fails to pay any contributions, additional contributions, costs or expenses within the time prescribed by LGA;
- 18.3.4 commences or continues to undertake an activity which in the opinion of LGA is an activity which should not be undertaken or continued by the Member because it creates an unreasonable risk for the Member and the Mutual Scheme;
- 18.3.5 fails to notify LGA of any incident which may give rise to a Claim;
- 18.3.6 commits any other breach of these Rules; or
- 18.3.7 has, in the reasonable opinion of the LGA Board, brought the Mutual Scheme into disrepute.
- 18.4 Any termination pursuant to Rule 18.3 is effective forthwith upon the decision being made by the LGA Board or on such other later date as is determined by the LGA Board whereupon the Member is thereafter from the effective date of the decision of the LGA Board not entitled to any benefits of membership under the Mutual Scheme.
- 18.5 The resignation or termination of a Member's membership of the Mutual Scheme in accordance with Rule 18.2 or Rule 18.3 shall not vary or waive the obligations of the continuing Members. For the avoidance of doubt, any Member who resigns as a Member in accordance with Rule 18.2 or has its membership terminated in accordance with Rule 18.3:
- 18.5.1 remains liable to pay any unpaid contribution in accordance with these Rules for the financial year in which the resignation or termination takes effect; and
- 18.5.2 is not entitled to a refund of any contribution previously paid in respect of the Mutual Scheme.
- 18.6 The resignation or termination of a Member's membership of the Mutual Scheme in accordance with Rule 18.2 or Rule 18.3 (as the case may be) shall not otherwise affect any entitlement to indemnity for any Claim already

- admitted to indemnity by virtue of Rule 7 nor vary or waive the obligations of the Member to comply with the provisions of the Rules in respect of any year during which the Member was a Member of the Mutual Scheme.
- 18.7 If a Member is in default in payment of any contribution, additional contribution, costs or expenses, or in any other way so that the ML Fund suffers or is likely to suffer any financial loss or incur additional expense, LGA may, as an alternative to termination under Rule 18.3, require the defaulting Member to pay to the ML Fund an amount to be determined by LGA to reimburse the ML Fund for the loss or additional expense. A certificate issued by LGA specifying the amount so payable by the defaulting Member shall be final and binding upon the Member. The amount in the Certificate may be recovered against the member by LGA as a debt payable by the defaulting Member.
- 18.8 If a Member fails to comply with a notice or direction as contemplated by Rule 18.3.1 LGA may (in its absolute discretion), as an alternative to termination:
- 18.8.1 require the Member pay an additional contribution to the ML Fund cover the additional risk of Claims or as compensation for the default;
- 18.8.2 exclude the additional risk of Claims from the Pooled Cover and the Indemnity Cover; or
- 18.8.3 otherwise limit the exposure of the ML Fund and the reinsurer to such Claims.
- 18.9 Subject to compliance with the termination procedures a defaulting Member may have its entitlements to Pooled Cover and Indemnity Cover limited by LGA under this Rule.
- 18.10 A decision by the LGA Board to terminate membership of any Member is final and binding on all Members, including the terminated Member.
- 18.11 In any situation where membership is terminated or limited LGA shall forthwith provide formal notification of the fact to the Minister responsible for Local Government and to the Treasurer.
- 19. Determination of Disputes**
- 19.1 If any dispute or difference (other than a decision of the LGA Board under Rule 18.3 to terminate a membership) shall arise between any Member and LGA out of or in connection with the operations of the Mutual Scheme then either the Member or LGA ("Notifier") may give written notice of dispute which adequately identifies and provides details of the dispute to the other person ("Recipient"). Notwithstanding the existence of a dispute the Notifier and the Recipient shall continue to perform their respective obligations under the Rules.
- 19.2 Within fourteen (14) days after receiving a notice of dispute, the Notifier and Recipient shall confer at least once and in good faith to resolve the dispute or to agree on methods of doing so. All aspects of every such conference, except the fact of the occurrence of the conference, shall be privileged. If either of the Notifier or the Recipient has not made a reasonable or meaningful attempt at a resolution within 28 days of service of the notice of dispute, that dispute shall be referred to arbitration.
- 19.3 If, within a further fourteen (14) days of the dispute being referred to arbitration under Rule 19.2, the Notifier and the Recipient have not agreed upon an arbitrator, the dispute shall be referred to a Solicitor or Barrister of the Supreme Court of South Australia appointed for this purpose by the President for the time being of the Law Society of South Australia and all proceedings shall be subject to the provisions of the Commercial Arbitration Act 1986.
- 19.4 Except where the Notifier and the Recipient otherwise agree in advance in writing, the Notifier and the Recipient shall each bear its own costs and pay one half of the fees and expenses of the arbitration.
- 19.5 The decision of the Arbitrator shall be final and binding upon the Notifier and the Recipient.
- 20. Amendment to Rules**
- 20.1 These Rules may be amended at any time by Special Resolution of the LGA Board.
- 20.2 Amendments to these Rules shall operate prospectively and not retrospectively and will



be binding on all Members from the date on which the amended Rules are published in the South Australian Government Gazette.

- 20.3 Notice of any amendment shall be given forthwith to all Members and to the Minister responsible for Local Government and to the Treasurer as long as the reinsurance from the State Government exists.

**21. Term of Mutual Scheme and Termination**

- 21.1 The Mutual Scheme will continue until it is terminated by an Act of the Parliament of the State of South Australia.
- 21.2 Upon termination of the Mutual Scheme, unless the Parliament of the State of South Australia determines otherwise, the ML Fund remaining after satisfying all liabilities will be paid by LGA for the benefit of the Members at that time in such manner as is determined by LGA in its absolute discretion for the purpose of minimising the risk of Claims arising in the future.

- Local Government Association Workers Compensation Scheme (LGAWCS)**
- Scheme Rules**
- 1. Operation of Rules**
- These Rules operate from 12:00am on 2 July 2020.
- 2. Definitions**
- In these Rules, the following words have the following meanings given to them:
- 2.1 "Claim" means any claim made upon a Member by an employee in respect of a compensable disability under the RTW Act, or a claim by another entity seeking recovery from a Member in respect of a compensable disability by any person.
- 2.2 "Delegate" has the meaning given to that term in Rule 3.1.
- 2.3 "Eligible Body" means:
- 2.3.1 LGA;
- 2.3.2 LGASA Mutual Pty Ltd (ACN 625 310 045);
- 2.3.3 LGCS Pty. Ltd. (ABN 21 094 805 964);
- 2.3.4 The Local Government Finance Authority of South Australia;
- 2.3.5 All Councils (including their subsidiaries) constituted pursuant to the provisions of the LG Act;
- 2.3.6 Any other body so prescribed by the provisions of the LG Act that is admitted to the membership of the Workers' Scheme; or
- 2.3.7 Any other entity admitted to the membership of the Workers' Scheme by LGA in accordance with Rule 5.2.
- 2.4 "Fund" means the fund established in accordance with Rule 6 and maintained in accordance with these Rules.
- 2.5 "Indemnity Cover" means insurance or reinsurance cover purchased or procured by LGA for and on behalf of Members to satisfy and manage the Claims admitted to indemnity in the amount determined from time to time by LGA.
- 2.6 "LG Act" means the Local Government Act 1999 (SA), and any Act of Parliament in addition to or in substitution for that Act.
- 2.7 "LGA" means Local Government Association of South Australia (ABN 83 058 386 353) which for the purposes of the Workers' Scheme is treated as the employer of all workers employed by the Members pursuant to Section 129(12) of the RTW Act.
- 2.8 "LGA Board" means the board of directors of LGA.
- 2.9 "LGA Member" means any Council (including its subsidiaries) constituted pursuant to the LG Act that is admitted as a member of the LGA in accordance with clause 8 of the Constitution of the LGA from time to time.
- 2.10 "Member" means an Eligible Body admitted to membership of the Workers' Scheme in accordance with Rule 5:
- 2.11 "Notifier" has the meaning given to that term in Rule 19.1.
- 2.12 "Objectives" means the objectives of the Workers' Scheme contained in Rule 4.
- 2.13 "Ordinary Resolution" means a resolution passed by at least the majority of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.
- 2.14 "Recipient" has the meaning given to that term in Rule 19.1.
- 2.15 "RTW Act" means the Return to Work Act 2014 (SA), and any Act of Parliament in addition to or in substitution for that Act.
- 2.16 "Special Resolution" means a resolution passed by at least 75% of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.
- 2.17 "Workers' Scheme" means The Local Government Association Workers' Compensation Scheme first established in 1994 and conducted pursuant to the LG Act and in accordance with these Rules.
- 3. Delegation**
- 3.1 Subject to Rule 3.2, LGA may (but is not obliged to) delegate any power, function or duty under these Rules (including the power to sub-delegate) to an entity controlled by LGA which is responsible for the management of the Workers' Scheme ("Delegate") subject to such limitations and conditions as may be determined by LGA.

- 3.2 LGA is not permitted to delegate any power, function or duty under Rules 5.2, 8.3, 9.6.1, 14.4, 15.1, 18.3, 18.7, 18.8, 19 and 20.1.
- 3.3 LGA may revoke or amend a delegated power, function or duty at any time. LGA may at any time exercise, in its own right, any of the powers or functions delegated by it and any such exercise will not, without more, amount to the revocation of any delegation in favour of a Delegate.
- 3.4 Subject only to any limitations or conditions in the delegation, the Delegate, in exercising delegated power, will be empowered under these Rules as if it were LGA.
- 4. Objectives of the Workers' Scheme**
- 4.1 The Objectives are to provide to Members assistance in respect of their potential and actual liabilities for any Claim for the rehabilitation of and/or payment of compensation to an employee or any other person so entitled for compensable disabilities under the RTW Act and including, but without limiting the generality of the foregoing, to provide:
- 4.1.1 advice in respect of minimising the risk of occurrence and severity of all compensable disabilities;
- 4.1.2 assistance in the administration, investigation and resolution of any Claim;
- 4.1.3 assistance in the rehabilitation of employees suffering from compensable disabilities; and
- 4.1.4 legal representation in respect of any Claim.
- 4.2 financial assistance by way of discretionary grants in respect of Member liabilities for the rehabilitation and compensation of all employees suffering from compensable disabilities.
- 5. Admission to Membership**
- 5.1 The Eligible Bodies listed in Rules 2.3.1 to 2.3.6 inclusive are automatically entitled to membership of the Workers' Scheme.
- 5.2 The LGA Board may from time to time by Ordinary Resolution, and subject to the terms of these Rules, admit to membership of the Workers' Scheme for a financial year any other entity which makes an application to LGA and upon their admission, such entity will be an Eligible Body for the purposes of Rule 2.3.7.
- 5.3 In exercising discretion to admit an entity to membership of the Workers' Scheme pursuant to Rule 5.2, the LGA Board may take into account any matter which it considers relevant.
- 5.4 Notwithstanding the admission of a Member to membership of the Workers' Scheme pursuant to Rule 5.1 or Rule 5.2, a Member shall only be entitled to the benefits of the Workers' Scheme if, at the relevant time, that Member has paid in full any contribution payable by it under Rule 11 or otherwise as required in accordance with these Rules.
- 5.5 Payment of a contribution by a Member shall be evidence of the Member's agreement to be bound by these Rules.
- 6. Fund**
- 6.1 LGA shall establish and maintain the Fund to meet the Objectives and for that purpose, subject to Rule 5.4, may apply the Fund to meet:
- 6.1.1 such Claims as may be made against any one or more of the Members during that year;
- 6.1.2 such Claims as may have been made against any one or more of the Members during any previous year and which at the commencement of these Rules and any new financial year have not been settled;
- 6.1.3 the premium payable to an appropriate indemnity insurer to provide Indemnity Cover for the Members during that year;
- 6.1.4 the operating expenses of the Workers' Scheme for that year, including:
- 6.1.4.1 the remuneration of LGA referred to in Rule 12.1; and
- 6.1.4.2 any expenses of LGA or a Delegate referred to in Rule 12.2; and
- 6.1.5 any grants or allocations to Members, or any other person or body for or on behalf of any Member, which LGA in its discretion may make.
- 6.2 The Members must contribute to the Fund in the proportions and the amounts determined annually by LGA.
- 6.3 LGA shall administer the Fund with the intent that upon the settlement of all Claims made in any financial year:

- 6.3.1 any surplus remaining in the Fund attributable to that year shall be allocated at the absolute direction of LGA toward liabilities of the Fund for any other year whether future or past; and
- 6.3.2 any deficiency in the Fund in that year may be met by additional contributions levied by LGA against each Member for that year in the proportion in which contributions were made to the Fund by each Member for that year.
- 7. Admission of Claim to Indemnity**
- LGA shall consider any Claim for which a Member seeks indemnity from the Fund and may in its sole and absolute discretion and either in whole or in part and upon such terms and conditions as LGA may consider appropriate determine whether it will grant indemnity and assistance for the Member from the Fund in respect of any such Claim.
- 8. Powers, Duties and Functions of LGA**
- 8.1 LGA will administer and manage the Workers' Scheme in the pursuit of the Objectives.
- 8.2 LGA shall be empowered for and on behalf of the Members to do all the following things namely:
- 8.2.1 levy Members for contributions in accordance with Rule 11, including differential contributions in respect of each Member to the Fund having regard to any matter which it considers relevant;
- 8.2.2 invest all contributions received from Members and other monies received comprising the Fund which are not immediately required to meet the liabilities of the Workers' Scheme;
- 8.2.3 expend the contributions of, and income earned by, the Fund in respect of each financial year in and towards:
- 8.2.3.1 the general administration of the Workers' Scheme;
- 8.2.3.2 assistance to Members by way of any advice in respect of their potential and actual liabilities in respect of compensable disabilities;
- 8.2.3.3 assistance to Members in respect of the rehabilitation of employees suffering from compensable disabilities;
- 8.2.3.4 assistance to Members in the administration, investigation and resolution of Claims;
- 8.2.3.5 legal representation for Members in respect of any Claims;
- 8.2.3.6 financial assistance by way of discretionary grants to Members in respect of their liabilities to rehabilitate and compensate employees suffering from compensable disabilities;
- 8.2.3.7 any remuneration of LGA referred to in Rule 12.1; and
- 8.2.3.8 any expenses of LGA or a Delegate referred to in Rule 12.2.
- 8.3 LGA may make such additional rules to be observed by a Member or the Members as it may deem fit with respect to the terms and conditions upon which a Member or Members will be eligible for assistance from the Workers' Scheme provided that no such rule shall be made in terms inconsistent with these Rules and further provided that no such rule shall operate and take effect in respect of any Member until a copy thereof shall have been served upon such Member or Members.
- 8.4 LGA will enter into all such agreements for and on behalf of Members as are necessary for or incidental to the proper administration of the Workers' Scheme in the pursuit of the Objectives.
- 8.5 LGA will carry out investigations of such relevant matters and make submissions to such relevant bodies as LGA may deem to be necessary for or incidental to, the proper administration of the Workers' Scheme in the pursuit of the Objectives.
- 8.6 The duties of LGA shall include:
- 8.6.1 to achieve and implement the Objectives;
- 8.6.2 to ensure from a financial perspective that the Workers' Scheme is viable;
- 8.6.3 to keep records of all activities for and on behalf of the Workers' Scheme;
- 8.6.4 to review the performance and function of the Workers' Scheme;
- 8.6.5 to be responsible for the financial management of the Workers' Scheme to the extent that it shall:
- 8.6.5.1 annually determine the total amount of contributions to be levied against all Members in respect of the Fund;



- 8.6.5.2 from time to time undertake an assessment of Members or any of them and their activities to assist in the determination, in conjunction with actuarial advice, of the proportion in which the Members are to contribute to the Fund in any year and may upon the conclusion of any such investigation direct the Members as to the procedures to be adopted by them to prevent losses or to minimise Claims;
- 8.6.5.3 annually prepare the operating budget and the financial statements of the Workers' Scheme and report to the Members on any items arising from those statements;
- 8.6.5.4 annually determine the extent of Claims to be indemnified from the Fund;
- 8.6.5.5 annually determine the amount and nature of Indemnity Cover to be purchased for the Members from the Fund for any term and to determine the indemnity insurer for this purpose; and
- 8.6.5.6 be responsible for the assessment of the Members to determine, in conjunction with actuarial advice, the proportion in which they are to contribute to the Fund in each year from the total contributions determined in accordance with Rule 8.6.5.1;
- 8.6.6 to manage Claims made against each Member including:
- 8.6.6.1 the investigation and assessment of those Claims;
- 8.6.6.2 the provisions of loss prevention and risk minimisation guidelines;
- 8.6.6.3 the keeping of the accounts of the Fund for each year; and
- 8.6.7 the conduct of any investigation or audit of the activities of a Member so as to identify and assess risk, to give notice to a Member to take action to minimise risk and to report to the Board the outcome of such investigation or audit including detail of any notice given to a Member and the Member's response to such notice.
- 8.7 The annual operating budget and financial statements referred to in Rule 8.6.5.3 shall deal separately with the following items:
- 8.7.1 the projected income of the Fund by way of contributions interest or other sources;
- 8.7.2 the liabilities of the Fund for estimated Claims and Claims adjustment costs;
- 8.7.3 the amounts to be allowed to provide for the cost of arranging Indemnity Cover;
- 8.7.4 general and administrative costs to be charged against the Fund; and
- 8.7.5 any grants in accordance with Rules 6.1.5 and 10.7.
- 8.8 LGA may at its discretion alter the amounts to be expended in respect of the items listed in the budget for each year where necessary to meet the purposes of the Workers' Scheme.
- 8.9 Where it becomes apparent to LGA that for any year the Fund will be insufficient to meet Claims payable from the Fund, LGA may at any time require the payment by the Members for that year of an additional contribution in the same proportions as the contribution paid by each of the Members to the Fund for that year in order to ensure that all Claims upon the Fund for that year are able to be met.
- 8.10 LGA shall report annually to the Members on all aspects of the operation of the Workers' Scheme for the preceding year, including details in relation to:
- 8.10.1 outstanding Claims (including an assessment as to the liability of outstanding Claims and the ability of the Fund to meet the assessment of liability);
- 8.10.2 further contributions required, if any;
- 8.10.3 the investment of the moneys of the Fund not immediately required;
- 8.10.4 the allocation of surplus moneys in the Fund, if any;
- 8.10.5 any remuneration received by LGA pursuant to Rule 12.1; and
- 8.10.6 any expenses of LGA (or its Delegate) referred to in Rule 12.2.
- 8.11 LGA shall be available at all times to the Members to answer any questions on the conduct of the activities of the Workers' Scheme.
- 8.12 LGA may establish such committees as it considers necessary to be constituted by such persons as LGA may determine to investigate

and report to LGA on any matter relevant to the Workers' Scheme.

**9. Claims and Indemnity**

**9.1 Indemnity Cover**

LGA shall purchase Indemnity Cover to an amount determined by LGA from year to year.

**9.2 Excess**

Each Member will be liable for the first amount of any Claim to be known as the "Excess" which shall be determined by LGA. The Excess may be a differential amount for each Member and for each Claim or a combination of both.

**9.3 Defaulting Member**

LGA may by written notice to a Member in default of these Rules exclude that Member from any or a defined entitlement to indemnity from the Fund for a particular year or years.

**9.4 Special Risks**

LGA may by written notice to a Member exclude a Member from any or a defined entitlement to indemnity from the Fund for a Claim in respect of a "special risk" as determined by LGA.

**9.5 Other Insurance**

A Member is not entitled to indemnity from the Fund for any Claim for which, at the time of the happening of the event giving rise to the Claim, the Member was otherwise indemnified or insured by or would, but for the existence of this Workers' Scheme be indemnified or insured by any other Policy or Policies of Insurance or otherwise, except in respect of any liability beyond the amount which would have been payable under such other Policy or Policies had this Workers' Scheme not been in existence.

**9.6 Failure to Notify and False Notification**

**9.6.1** Where a Member fails to notify LGA as required by Rules 10.1 and 10.3, breaches Rule 10.2, submits a false Claim or provides false information contrary to Rule 10.4 or fails to comply with any requirement or notice issued pursuant to Rule 13, LGA may (in lieu of terminating the membership of the defaulting Member pursuant to Rule 18 and in addition to any other power under these Rules) levy an additional contribution to be paid by a defaulting

Member or remove any benefit which may otherwise have accrued to the benefit of the Member under these Rules as a condition precedent for the Claim against the Member to be considered for indemnity from the Fund.

**9.6.2** A decision by LGA to levy an additional contribution against a Member in default, or to remove any benefit in lieu of termination of membership or any other sanction, does not preclude LGA from exercising the power to terminate the membership of the defaulting Member if there is any repeat of the default or failure by the Member to adequately address the issue of concern identified by LGA (including the payment of the additional contribution) or any other relevant performance or risk management issue.

**10. Claims Procedure**

**10.1 Notice**

A Member shall, as a condition precedent to a Claim to be indemnified under these Rules and, subject to the default provisions, as a condition of continued entitlement to the benefits of membership of the Workers' Scheme, forthwith give to LGA written notice of each of the following:

**10.1.1** any circumstance or occurrence of which the Member shall become aware or should reasonably be aware which is likely to give rise to a Claim;

**10.1.2** receipt of any notice, written or oral, from any person of any intention to make a Claim; and

**10.1.3** every Claim whether the quantum of the Claim exceeds the Excess or not.

**10.2 Not admit liability**

A Member shall not admit liability for, compromise, settle or make or promise any payment in respect of, any Claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of LGA which if it so wishes shall be entitled to take over and conduct in the name of the Member the defence and/or settlement of any such Claim for which purpose the Member shall give all such information and assistance as LGA may reasonably require.

**10.3 Increase in Risk**

- A Member shall forthwith give to LGA full particulars in writing of any material increase in the risk of any Claim and shall pay such additional contribution and shall comply with such other terms and conditions, if any, as may be required by LGA in respect of such Claim.
- 10.4 **Fraudulent Claim and False Information**  
If a Member shall submit a Claim for indemnity from the Fund knowing the Claim to be false or fraudulent as regards amount or otherwise or shall provide any false information with respect to a Claim the entitlement to indemnity from the Fund shall become void and all benefits hereunder relating to that Claim shall be forfeited.
- 10.5 **Continued support**  
During the continuance of any Claim which is to be indemnified from the Fund the Member shall provide LGA with whatever information and support (including technical and professional support if requested) as is requested to enable the adequate investigation defence and resolution of any such Claim.
- 10.6 **Subrogation**  
Every Member seeking indemnity from the Fund shall by membership of the Workers' Scheme have agreed to subrogate to LGA its rights to investigate, defend and resolve any Claim.
- 10.7 **Special Assistance**  
Any Member requiring special assistance by way of a grant or otherwise to manage any risk which may result in a Claim may make written application for such to LGA whereupon LGA shall deal with the matter and in doing so may request any information from the Member and may resolve to refuse the grant or make the grant on such terms and conditions as it deems appropriate.
- 11. Contributions**
- 11.1 Contributions for each year shall be as determined by LGA having regard to any matter which it determines relevant. Contributions so determined must be paid by each Member as requested by LGA.
- 11.2 Contributions once paid by a Member to the Fund shall not be recoverable in whole or in part by the Member for any reason, including in the event of the resignation or early termination of membership of the Workers' Scheme under Rule 18, or a decision by LGA not to indemnify a Claim or to impose a condition for indemnity.
- 11.3 Contributions by each Member shall be applied by LGA at its discretion toward the accumulation of the Fund, the purchase for and on behalf of each Member (as one of a group of Members of the Workers' Scheme) of Indemnity Cover in respect of Claims of each Member and otherwise in furtherance of the Objectives.
- 11.4 Contributions for each Member shall be determined by LGA from year to year and may be differential in respect of each Member to the Fund. For the purpose of determining the appropriate contribution for each Member, the Member shall provide LGA such information as is required to determine:
- 11.4.1 the history of Claims against the Member;
- 11.4.2 operating and risk management procedures of the Member in all of its activities; and
- 11.4.3 any other matter requested by LGA.
- 11.5 Additional contributions for any year may be levied by LGA against any Member or Members or all of the Members at any time for any of the following reasons:
- 11.5.1 purchasing additional Indemnity Cover in any year;
- 11.5.2 to cover special risks as determined by LGA;
- 11.5.3 to cover an increase in risk of Claims of a Member;
- 11.5.4 to compensate the Fund for the actions of a defaulting Member or Members;
- 11.5.5 to compensate the Fund for conditional risk, non-compliance with a request resulting in a loss to the Fund, or the failure by a Member to abide by a reasonable direction of LGA;
- 11.5.6 for any of the reasons contemplated by Rule 9.6.1; and
- 11.5.7 any other reason determined by LGA to be a relevant reason.
- 11.6 LGA may, having regard to the advice of an actuary, operate a "bonus/penalty" scheme and

- the Members shall be bound to accept such a decision by LGA.
- 12. LGA's Remuneration, Costs and Expenses**
- 12.1 The LGA is entitled to reserve for itself from the contributions an amount in consideration of the conduct and management of the Workers' Scheme (**LGA's Remuneration**). LGA's Remuneration will be determined on an annual basis by LGA and reported to Members annually as contemplated by Rule 8.10.5.
- 12.2 LGA or its Delegate (as the case requires) shall be entitled to be reimbursed from the Fund for any operating expenses incurred by it in respect of the conduct and management of the Workers' Scheme.
- 13. Member's Obligations**
- 13.1 The primary obligation of a Member is to comply strictly with the technical requirements, and the spirit and intent of these Rules so as to ensure the integrity and viability of the Workers' Scheme which has been established as a discretionary mutual indemnity scheme for the benefit of all Members.
- 13.2 In the spirit of mutual obligation every Member must not only comply with the technical requirements of these Rules and the direction of LGA but must also respect the spirit and intent of the Workers' Scheme by ensuring that timely and comprehensive notification is given to LGA of any incident, circumstance or matter which may give rise to a Claim or be a circumstance or matter which may be a risk capable of causing a compensable disability to any person, and by ensuring that adequate risk management and prevention strategies are put in place so as to absolutely minimise the risk of such a claim or compensable disability to any person.
- 13.3 It is also the obligation of every Member to notify LGA in advance of any activity to be undertaken by a Member or by any other person on a Member's premises or under a Member's control or influence which has by its nature a risk profile which is different to the risk profile of the usual and known activities of the Member, that is, usual activities of the Member actually known about by LGA.
- 13.4 LGA may at any time undertake a risk management audit of a Member's activities,
- including those activities over which a Member has control or influence, and every Member is obliged to fully and honestly assist LGA to conduct such an audit by providing LGA with all information as requested by LGA and by giving LGA access to all property, premises, records and any other material requested by LGA for the purposes of the audit.
- 13.5 A Member must modify or cease activities which LGA determines to be an unacceptable risk and about which LGA has issued a notice to the Member.
- 13.6 A Member must comply with any notice given by LGA under these Rules.
- 14. Financial Provisions**
- 14.1 LGA shall in the name of the Workers' Scheme open an account with a Bank of its choice.
- 14.2 LGA may authorise a person to operate the bank account.
- 14.3 All moneys received in respect of the Workers' Scheme shall be immediately deposited to the credit of the bank account:
- 14.3.1 with the Local Government Finance Authority of South Australia;
- 14.3.2 subject (to the extent practicable in the circumstances) to consulting with the Treasurer, in any security or investment authorised by the Trustee Act; or
- 14.3.3 in any security or investment authorised by the LG Act or prescribed for the purposes of that Act.
- 14.4 LGA may borrow moneys for the purposes of meeting the Objectives and for that purpose may secure the repayment of such loans by granting security over the assets of the Workers' Scheme or the Fund.
- 14.5 LGA shall keep or cause to be kept all such accounting records for the Workers' Scheme as fully and correctly explain the transactions and financial position of the Workers' Scheme.
- 14.6 The accounting records shall be prepared and maintained in such a manner as will enable:
- 14.6.1 true and fair accounts of the Workers' Scheme to be prepared from time to time; and
- 14.6.2 the accounts of the Workers' Scheme to be conveniently and properly audited annually.

**15. Auditor**

- 15.1 LGA shall appoint an auditor to audit the book of account kept in respect of the Workers' Scheme and the Fund.
- 15.2 The Members (and the authorised representatives of each of the Members) and the Auditor shall be entitled at all times to have access to the accounting and all other records of the Workers' Scheme.
- 15.3 The Auditor:
- 15.3.1 shall audit the Workers' Scheme's accounting records;
- 15.3.2 shall examine and report on the adequacy of the Workers' Scheme's internal controls, including whether the internal controls provide a reasonable assurance that the relevant financial transactions have been recorded accurately and reliably; and
- 15.3.3 may, at the request of LGA, examine and report on the efficiency and economy with which the resources of the Workers' Scheme are managed or used, annually during the currency of the Workers' Scheme or more frequently as LGA may direct.
- 15.4 The Auditor shall cause a written report to be sent to LGA on the completion of each annual audit in respect of the accounting, records of the Workers' Scheme and other records relating to the accounts prepared therefrom.
- 15.5 The Auditor's report shall state whether in the Auditor's opinion the accounting records aforesaid have been kept in accordance with generally accepted accounting principles and if the Auditor considers that the records have not been so kept the Auditor shall specify the reason for not being satisfied with them.

**16. Actuary**

- 16.1 LGA shall appoint an actuary to advise LGA on all aspects of the Workers' Scheme.
- 16.2 LGA will procure actuarial advice as and when required and at least annually for the purpose of preparing the annual budget.
- 16.3 The annual actuarial report will be provided to LGA.

**17. Accumulation**

LGA is permitted to accumulate and to retain for purposes consistent with these Rules any money or contributions from Members in any one or more financial year for any purpose consistent with the Objectives.

**18. Cessation of Membership**

- 18.1 Subject to Rule 18.2, each Member's membership of the Workers' Scheme will automatically renew at the commencement of each financial year.
- 18.2 A Member may resign as a Member at any time by notice in writing to LGA. Any resignation under this Rule 18.2 will take effect from the date that is ninety (90) days from the date on which the notice of resignation is received by the LGA or such later date as is specified in the notice.
- 18.3 The LGA Board may by Ordinary Resolution terminate a Member's membership of the Workers' Scheme in the event that a Member:
- 18.3.1 fails to comply with any notice issued under these Rules or the reasonable direction of LGA as to the conduct of its operations so as to minimise Claims and the risk of exposure to Claims or compensable disability of any person;
- 18.3.2 fails to allow and/or accommodate a risk management audit to be undertaken by LGA or its nominee;
- 18.3.3 fails to pay any contributions, additional contributions, costs or expenses within the time prescribed by LGA;
- 18.3.4 commences or continues to undertake an activity which in the opinion of LGA is an activity which should not be undertaken or continued by the Member because it creates an unreasonable risk for the Member and the Workers' Scheme;
- 18.3.5 conducts its activities in such a way as to put at risk the self-insurance status of LGA and the Members under the RTW Act;
- 18.3.6 fails to notify LGA of any incident which may give rise to a Claim;
- 18.3.7 commits any other breach of these Rules; or
- 18.3.8 has, in the reasonable opinion of the LGA Board, brought the Workers' Scheme into disrepute.

- 18.4 Any termination pursuant to Rule 18.3 is effective forthwith upon the decision being made by the LGA Board or on such other later date as is determined by the LGA Board whereupon the Member is thereafter from the effective date of the decision of the LGA Board not entitled to any benefits of membership under the Workers' Scheme.
- 18.5 The resignation or termination of a Member's membership of the Workers' Scheme in accordance with Rule 18.2 or Rule 18.3 shall not vary or waive the obligations of the continuing Members. For the avoidance of doubt, any Member who resigns as a Member in accordance with Rule 18.2 or has its membership terminated in accordance with Rule 18.3:
- 18.5.1 remains liable to pay any unpaid contribution in accordance with these Rules for the financial year in which the resignation or termination takes effect; and
- 18.5.2 is not entitled to a refund of any contribution previously paid in respect of the Workers' Scheme.
- 18.6 The resignation or termination of a Member's membership of the Workers' Scheme in accordance with Rule 18.2 or Rule 18.3 (as the case may be) shall not otherwise affect any entitlement to indemnity for any Claim already admitted to indemnity by virtue of Rule 7 nor vary or waive the obligations of the Member to comply with the provisions of the Rules in respect of any year during which the Member was a member of the Workers' Scheme.
- 18.7 If a Member is in default in payment of any contribution, additional contribution, costs or expenses, or in any other way so that the Fund suffers or is likely to suffer any financial loss or incur additional expense, LGA may, as an alternative to termination under Rule 18.3, require the defaulting Member to pay to the Fund an amount to be determined by LGA to reimburse the Fund for the loss or additional expense. A certificate issued by LGA specifying the amount so payable by the defaulting Member shall be final and binding upon the Member. The amount in the Certificate may be recovered against the member by LGA as a debt payable by the defaulting Member.
- 18.8 If Member fails to comply with a notice or direction as contemplated by Rule 18.3.1, LGA may (in its absolute discretion), as an alternative to termination, require the Member pay an additional contribution to the Fund to cover the additional risk of Claims or as compensation for the default.
- 18.9 A decision by the LGA Board under Rule 18.3 to terminate membership of any Member is final and binding on all Members, including the terminated Member.
- 18.10 In any situation where membership is terminated or limited LGA shall forthwith provide formal notification of the fact to the Minister responsible for Local Government and the Minister responsible for Industrial Relations.
- 19. Determination of Disputes**
- 19.1 If any dispute or difference (other than a decision of the LGA Board under Rule 18.3 to terminate a membership) shall arise between any Member and LGA out of or in connection with the operations of the Workers' Scheme then either the Member or LGA ("Notifier") may give written notice of dispute which adequately identifies and provides details of the dispute to the other person ("Recipient"). Notwithstanding the existence of a dispute the Notifier and the Recipient shall continue to perform their respective obligations under the Rules.
- 19.2 Within fourteen (14) days after receiving a notice of dispute, the Notifier and Recipient shall confer at least once and in good faith to resolve the dispute or to agree on methods of doing so. All aspects of every such conference, except the fact of the occurrence of the conference, shall be privileged. If either of the Notifier or the Recipient has not made a reasonable or meaningful attempt at a resolution within 28 days of service of the notice of dispute, that dispute shall be referred to arbitration.
- 19.3 If, within a further fourteen (14) days of the dispute being referred to arbitration under Rule 19.2, the Notifier and the Recipient have not agreed upon an arbitrator, the dispute shall be referred to a Solicitor or Barrister of the Supreme Court of South Australia appointed for this purpose by the President for the time being of the Law Society of South Australia and all

proceedings shall be subject to the provisions of the Commercial Arbitration Act 1986.

19.4 Except where the Notifier and the Recipient otherwise agree in advance in writing, the Notifier and the Recipient shall each bear its own costs and pay one half of the fees and expenses of the arbitration.

19.5 The decision of the Arbitrator shall be final and binding upon the Notifier and the Recipient.

## **20. Amendment to Rules**

20.1 These Rules may be amended at any time by Special Resolution of the LGA Board.

20.2 Amendments to these Rules shall operate prospectively and not retrospectively and will be binding on all Members from the date on which the amended Rules are published in the South Australian Government Gazette.

20.3 Notice of any amendment shall be given forthwith to all Members and to the Minister responsible for Local Government and the Minister responsible for Industrial Relations.

## **21. Term of Workers' Scheme and Termination**

21.1 The Workers' Scheme will continue until it is terminated by an Act of the Parliament of the State of South Australia.

21.2 Upon termination of the Workers' Scheme, unless the Parliament of the State of South Australia determines otherwise, the Fund remaining after satisfying all liabilities will be paid by LGA for the benefit of the Members at that time in such manner as is determined by LGA in its absolute discretion for the purpose of minimising the risk of Claims arising in the future.

## Hon Dan van Holst Pellekaan MP



MEM20V0680

Mr Terry Buss  
Chief Executive Officer  
City of West Torrens  
165 Sir Donald Bradman Drive  
HILTON SA 5033  
[csu@wtcc.sa.gov.au](mailto:csu@wtcc.sa.gov.au)

Dear Mr Buss

I would like to provide an update on the Department for Energy and Mining (the department) process to develop and finalise the regulations required for the *Statutes Amendment (Mineral Resources) Bill 2019* (Mining Regulations, Opal Mining Regulations and Mines and Works Inspection Regulations).

Circumstances associated with the COVID-19 response have required the department to change its engagement approach as part of the commencement of the Mining Acts on 1 January 2021. The purpose of engagement with stakeholders outside the department for finalising the regulations remains the same:

- to consult with interested stakeholders on the draft regulations for the *Statutes Amendment (Mineral Resources) Bill 2019*
- to ensure that the draft regulations identify and consider issues resulting from changes to the Mining Acts from a variety of views and opinions

The department is engaging with external groups and stakeholders through digital engagement. Tools such as videos and webinars will be developed and made available, and online meetings will be hosted.

In the coming weeks the department will seek to raise awareness of the drafted regulations via a range of formats including but not limited to web, press and radio. The intention of this is to explain how people and groups who want to provide input on the draft regulations can do so.

In early August 2020, the department will release draft regulations in three thematic packages for review, allowing four weeks to provide feedback per package. The department will have draft guidance documents and information sheets as background to support stakeholder's to better understand the draft regulations.

Minister for Energy and Mining

Level 17, 25 Grenfell Street Adelaide SA 5000 | GPO Box 974 Adelaide SA 5001 | DX 114  
Tel +61 8 8226 1300 | Email [dem.ministervhp@sa.gov.au](mailto:dem.ministervhp@sa.gov.au) | ABN 83 768 6839 34







The opportunity to provide feedback on the draft regulations will begin in August until mid-September 2020 via submission forms that will be available on the department's website at

[http://www.energymining.sa.gov.au/minerals/mining/update\\_on\\_mining\\_regulations\\_2020](http://www.energymining.sa.gov.au/minerals/mining/update_on_mining_regulations_2020).

Submission forms will also be available on YourSAy, where stakeholders can provide feedback on consultations open across the South Australian Government at <https://yoursay.sa.gov.au/>.

To assist with fielding enquires from interested stakeholders I have attached a brief two-page Information Sheet. I encourage you to read the attached information on the updated Mining Act and regulations, and to peruse the department's mining regulations website for further information when consultation begins on 3 August 2020.

Additionally, for your information, the new Landowner Information Service commenced on 1 July 2020. The service is now available to landowners, farmers, and other community members seeking information on exploration, mining and related activities that may affect them. The Landowner Information Service will provide free, independent and private information delivered via the agribusiness not-for-profit advisory group, Rural Business Support, and is fully funded by the department.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Dan van Holst', written over a light blue horizontal line.

Hon Dan van Holst Pellekaan MP  
**MINISTER FOR ENERGY AND MINING**

6 / 7 / 2020

Att: Information sheet on draft mining regulations engagement





## Information Sheet - Draft Mining Regulation Engagement

### Background Information

- In 2016, the Department for Energy and Mining led a major review of South Australia's mining laws.
- Multiple engagement sessions in forums across the state and numerous public submissions helped inform the update of the Mining Act.
- The South Australian Parliament passed *the Statutes Amendment (Mineral Resources) Bill 2019* on 17 October 2019.
- The Department is now drafting the mining regulations that will sit beneath the revised Mining Act, which will commence in January 2021.
- The regulations will introduce modern environmental enforcement powers to ensure that operations and rehabilitation occur in line with approvals, whilst simplifying the process for those involved in exploration and mining operations.

### Consultation Engagement Process

- Public consultation on the draft mining regulations will commence on Monday 3 August 2020 and close on Friday 11 September 2020.
- Due to COVID19 restrictions, engagement will be conducted digitally. Digital engagement tools will include videos, webinars and online meetings. Print and social media, and radio will be used in regional areas to raise awareness of the engagement process.
- The purpose of the engagement is:
  - To consult with interested stakeholders on the drafted regulations for the *Statutes Amendment (Mineral Resources) Bill 2019*
  - To ensure the draft regulations identify and consider issues resulting from changes to the Act from a variety of views and opinions
- Draft regulations are being released in three thematic regulation packages from Monday 3 August:
  - **Package One** - Open August 3, focusing on land access (topics on access to land, exploration licences, and mineral claims)
  - **Package Two** - Open August 10, focusing on compliance and enforcement (topics on compliance and enforcement, Wardens Court, Mining Register, opal mining, royalties and finance, and Mine Manager's competency); and
  - **Package Three** - Open August 17, focusing on operating approvals (topics on private mines, and a consolidated mining approvals approach made up of topics on common provisions, production tenements, and operating approvals).
- Background information will be available on draft regulations, including summary and detailed scoping papers.
- The Department for Energy Mining website is the primary source of information on the draft regulations. This includes a summary of key Act amendments as well as information on how people can participate in engagement activities.





- Information can be found on the Department for Energy and Mining website at:  
[http://www.energymining.sa.gov.au/minerals/mining/update\\_on\\_mining\\_regulations\\_2020](http://www.energymining.sa.gov.au/minerals/mining/update_on_mining_regulations_2020)
- or via YourSAy, the South Australian Government engagement hub at:  
<https://yoursay.sa.gov.au/>

### Why are the regulations being developed?

The *Statutes Amendment (Mineral Resources) Bill 2019* will be enacted on 1 January 2021 and requires new regulations to support the changes. The regulations will introduce modern environmental enforcement powers to ensure that operations and rehabilitation occur in line with approvals, whilst simplifying the process for those involved in exploration and mining operations. The regulations can only consider matters arising from the 2019 bill, and cannot consider new matters.

### Who is leading the process?

The Department for Energy and Mining is responsible for regulating the updated Mining Act in South Australia. The Department is leading the engagement and will be finalising the draft regulations in time for commencement of the updated Act in January 2021.

### What is being considered?

Existing regulations require review to support the updated Act. The public can provide feedback on the draft regulations via online submission forms. Information packages are being released in three topic areas:

- **Package One**- Open August 3, focusing on land access (topics on access to land, exploration licences, and mineral claims)
- **Package Two** - Open August 10, focusing on compliance and enforcement (topics on compliance and enforcement, Wardens Court, Mining Register, opal mining, royalties and finance, and Mine Manager's competency)
- **Package Three** - Open August 17, focusing on operating approvals (topics on private mines, and a consolidated mining approvals approach made up of topics on common provisions, production tenements, and operating approvals)

### When can I provide a submission?

The engagement program commences on Monday 3 August 2020 and concludes on Friday 11 September 2020. Submission forms can be accessed via the Department for Energy and Mining website. Feedback will be considered by the Department and reported back to interested people and groups on the key themes.

### Where can I find more information?

Information on how the public can be involved is available on the following website:

- [http://www.energymining.sa.gov.au/minerals/mining/update\\_on\\_mining\\_regulations\\_2020](http://www.energymining.sa.gov.au/minerals/mining/update_on_mining_regulations_2020) or via
- YourSAy, the South Australian Government engagement hub at: <https://yoursay.sa.gov.au/>

Information for specific enquiries, can be obtained by emailing [DEM.MiningRegs@sa.gov.au](mailto:DEM.MiningRegs@sa.gov.au).



**21 CONFIDENTIAL**

Nil

**22 MEETING CLOSE**

CITY OF WEST TORRENS



**ATTACHMENT**  
**UNDER SEPARATE COVER**

**Council**

**TUESDAY, 21 JULY 2020**

**Information Only Council and Committee Reports**

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## 17.5 INFORMATION ONLY COUNCIL AND COMMITTEE REPORTS

### 17.5.1 Creditor Payments

#### Brief

This report tables a schedule of creditor payments for June 2020.

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#### Discussion

A schedule of creditor payments totalling \$5,394,658.12 (\$3,961,771.37 in May 2020) is attached for the information of Elected Members.

Notable items include:

- A payment to the Brown Hill Keswick Creeks Stormwater Board of \$1,283,233.60 for capital and operating contributions for the period January to June 2020 (refer ref. no.76);
- Payments to Romaldi Constructions Pty Ltd totalling \$805,275.54 for the redevelopment of both Weigall and Lockleys Ovals (refer ref. nos. 336 and 337);
- A payment to Downer EDI Works Pty Ltd of \$511,092.22 for various road treatments (refer ref. no. 135);
- A payment to the Department of Environment, Water and Natural Resources of \$385,627.50 for the quarterly NRM Levy (refer ref. no. 128);
- Payments to M & B Civil Engineering Pty Ltd totalling \$266,217.26 for various road treatments (refer ref. nos. 243 and 244);
- A payment to Knox Constructions Pty Ltd of \$256,047.84 for kerb and gutter works (refer ref. no. 222);
- A payment to CMI Hino of \$169,018.64 for the purchase of a truck (refer ref. no. 109);
- A payment to Infor Global Solutions (ANZ) Pty Ltd of \$132,525.14 for software maintenance support associated with the annual licence renewal for Pathway (refer ref. no. 198).

#### Climate Impact Considerations

*(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)*

The report includes creditor payments on projects and initiatives that aim to mitigate Council's impact on the climate.

#### Conclusion

A schedule of creditor payments for June 2020 is provided for Elected Members' information and review.

#### Attachments

##### 1. Creditor payments for the month of June 2020

**ACCOUNTS DUE AND SUBMITTED TO THE COUNCIL MEETING  
21 JULY 2019**

<b>Ref No.</b>	<b>Cheque/ EFT No.</b>	<b>Payee</b>	<b>Invoice Description</b>	<b>Payment Total</b>
1	EFT62757	A Noble & Son Ltd	Depot Supplies	2,324.48
2	EFT62510	ABCorp Australasia Pty Ltd	Stationery	572.00
3	EFT62816	ABRSM	Thebarton Community Centre Bond Return	120.00
4	EFT62405	Ace Rent a Car	Vehicle Hire	3,195.50
5	EFT62476	Ace Rent a Car	Vehicle Hire	1,694.00
6	EFT62547	Adam Sadler	Refund Overpaid Rates	256.00
7	EFT62475	Adami's Sand & Metal	Depot Supplies	2,446.40
8	EFT62688	Adelaide Business Hub	Staff Training	275.00
9	EFT62408	Adelaide Chainwire & Fencing	Fencing	1,903.00
10	EFT62567	Adelaide Chainwire & Fencing	Fencing	6,765.00
11	EFT62692	Adelaide Chainwire & Fencing	Fencing	8,327.00
12	EFT62683	Adelaide EWP Inc SA Diesel & Hydraulics	Depot Supplies	3,561.55
13	EFT62556	Adelaide Galvanising Industries Pty Ltd	Depot Supplies	352.00
14	EFT62548	Adelaide Paediatrics Supergym Pty Ltd	Refund Overpaid Rates	4,504.85
15	EFT62690	Adelaide Pest Control	Pest Control	586.33
16	EFT62691	Adelaide Safety Supplies Pty Ltd	First Aid Supplies	3,141.25
17	EFT62687	Adelaide Signs Group Pty Ltd	Depot Supplies	3,296.70
18	EFT62689	Adelaide Waste & Recycling Centre	Rubbish Disposal	10,281.59
19	EFT62407	AdMerch	Depot Supplies	510.04
20	EFT62403	Adtrade - Industrial Supplies	Depot Supplies	279.00
21	EFT62673	Adult Children of Alcoholics	Thebarton Community Centre Bond Return	120.00
22	EFT62473	Advam Pty Ltd	Transaction Fees	559.63
23	EFT62568	AFL Max Adelaide Pty Ltd	Library Program	660.00
24	EFT62693	AFL Max Adelaide Pty Ltd	Library Program	600.00
25	EFT62560	AGL South Australia Pty Ltd	Power	1,275.40
26	EFT62446	AJ & CA Mackintosh	Weed Spraying	9,275.20
27	EFT62616	AJ & CA Mackintosh	Weed Spraying	3,744.67
28	EFT62563	Ali Rinaldi	Professional Fees	178.00
29	EFT62477	All Access Australasia	Library DVD's	908.44
30	EFT62557	AlSCO Pty Ltd	Dry Cleaning	51.22
31	EFT62565	AMC Commercial Cleaning	Cleaning	1,879.39
32	EFT62591	Amelia De Ruvo	Reimburse Expenses	150.00
33	EFT62562	Amgrow Australia Pty Ltd	Depot Supplies	379.50
34	EFT62474	Animal Management Services Pty Ltd	Doggy Bags	3,716.90
35	EFT62555	Animal Welfare League SA	Impound Dogs	1,375.00
36	EFT62674	Anna Hambour	Refund Overpaid Rates	404.00
37	EFT62561	Apple Pty Ltd	Computer Equipment	1,785.30
38	EFT62406	Aquarium Aid	Library Aquarium Maintenance	109.00
39	EFT62684	Artcraft Pty Ltd	Depot Supplies	2,581.15
40	EFT62404	Ashdown Ingram Thebarton	Depot Supplies	590.72
41	EFT62806	Astrid Gibbins	Refund Overpaid Rates	1,609.25
42	EFT62402	ATF Services Pty Ltd	Security Camera Hire	1,707.75
43	EFT62569	Australia Post - Agency	Agency Collection Fees	6,429.86
44	EFT62682	Australian Airports Association Ltd	Membership	2,750.00
45	EFT62564	Australian Green Clean	Cleaning	6,720.41
46	EFT62685	Australian Institute of Animal Management	Membership	30.00
47	EFT62686	Australian Institute of Traffic Planning & Management Inc	Membership	775.00
48	EFT62558	Australian Motors	Vehicle Maintenance	1,145.00
49	EFT62671	B & G Douflias	Refund Development Fees	114.00
50	EFT62457	BA & KA Paterson	Building Maintenance	3,313.42
51	EFT62638	BA & KA Paterson	Building Maintenance	4,126.10
52	EFT62769	BA & KA Paterson	Building Maintenance	2,470.33
53	EFT62412	Baseball SA	Facility Hire	1,555.00
54	EFT62572	Battery World Hilton	Batteries	927.00
55	EFT62702	BCE & CJ Electrical	Electrical	11,767.79
56	EFT62480	BDO Audit (SA) Pty Ltd	Auditors	6,765.00



**ACCOUNTS DUE AND SUBMITTED TO THE COUNCIL MEETING  
21 JULY 2019**

<b>Ref No.</b>	<b>Cheque/ EFT No.</b>	<b>Payee</b>	<b>Invoice Description</b>	<b>Payment Total</b>
57	EFT62704	Bedford Phoenix Inc	Tree Maintenance	38,212.57
58	EFT62410	Belair Turf Management Pty Ltd	Depot Supplies	3,401.20
59	EFT62648	Benjamin Alexander Russ	CAP Member Allowance	1,604.75
60	EFT62485	Best Doors	Building Maintenance	2,846.80
61	EFT62409	Best Signs	Signage	396.00
62	EFT62571	Bianco Hiring Service Pty Ltd	Hire Ablution Block	477.40
63	EFT62705	Bianco Walling Pty Ltd	Depot Supplies	2,530.00
64	EFT62699	Bibliotheca Australia Pty Ltd	Library Supplies	800.04
65	EFT62701	BioBag World Australia Pty Ltd	Bio Bags	2,342.89
66	EFT62413	Bob Jane T Mart - Brooklyn Park	Tyres	11,761.00
67	EFT62703	Bob Jane T Mart - Brooklyn Park	Tyres	230.00
68	EFT62479	BOC Limited	Depot Supplies	236.04
69	EFT62570	BOC Limited	Depot Supplies	505.33
70	EFT62573	Body Corporate Physiotherapy Pty Ltd	Professional Fees	1,113.00
71	EFT62483	Bolinda Publishing Pty Ltd	Library Supplies	331.39
72	EFT62698	Bolinda Publishing Pty Ltd	Library Supplies	395.78
73	EFT62576	BR Construction Supplies	Depot Supplies	469.15
74	EFT62484	Brendan Fewster Planning and Development	Professional Fees	4,752.00
75	EFT62700	Brendan Fewster Planning and Development	Professional Fees	4,863.98
76	EFT62577	Brown Hill & Keswick Creeks Stormwater Board	Contribution	1,283,233.60
77	EFT62752	Bucher Municipal Pty Ltd	Vehicle Maintenance	4,396.86
78	EFT62482	Bundaleer Apiaries	Wasp Removal	764.00
79	EFT62696	Bundaleer Apiaries	Wasp Removal	180.00
80	EFT62486	BundyPlus	Software	129.80
81	EFT62478	Bunnings Building Supplies Pty Ltd	Maintenance Supplies	422.08
82	EFT62694	Buss & Grigg Electrical Services Pty Ltd	Electrical	14,019.23
83	EFT62807	Buster Developments	Refund Overpaid Rates	236.80
84	EFT62808	Buster Developments	Refund Overpaid Rates	354.46
85	EFT62490	Calypso Tree Co Pty Ltd	Tree Maintenance/Planning Advice	4,116.75
86	EFT62706	Camden Community Centre	Partnership Agreement	14,437.50
87	EFT62418	Cameron Irrigation Consulting Pty Ltd	Irrigation	14,520.00
88	EFT62604	Cancelled		
89	EFT62549	Career Development Assoc of Aust	Thebarton Community Centre Bond Return	120.00
90	EFT62675	Carol Lange	Thebarton Community Centre Bond Return	120.00
91	EFT62416	Carvosso Constructions & Building Services	Building Maintenance	1,980.00
92	EFT62585	Carvosso Constructions & Building Services	Building Maintenance	8,778.00
93	EFT62708	Carvosso Constructions & Building Services	Building Maintenance	18,896.99
94	EFT62415	Cash Security Services Pty Ltd	Banking	508.20
95	EFT62440	Cathryn Jones	Reimburse Expenses	150.00
96	EFT62583	Cavill Power Products Pty Ltd	Vehicle Maintenance	1,661.57
97	EFT62670	Childhood Cancer Assoc	Thebarton Community Centre Bond Return	80.00
98	EFT62417	Chris Sale Consulting Pty Ltd	Professional Fees	2,750.00
99	EFT62586	Chubb Fire & Security Ltd	Security	591.49
100	EFT62714	Cibo Espresso Brickworks	Home Support Program	252.00
101	EFT62488	City Circle Newsagents	Library Magazines	27.40
102	EFT62584	City Circle Newsagents	Library Magazines	66.13
103	EFT62581	Civica Pty Ltd	Software Upgrade	7,111.50
104	EFT62712	Cleanaway Pty Ltd	Rubbish Disposal	29.70
105	EFT62713	Cleanaway Pty Ltd	Rubbish Disposal	762.30
106	EFT62710	Cleanaway Pty Ltd	Rubbish Disposal	646.76
107	EFT62711	Cleanaway Pty Ltd	Rubbish Disposal	584.10
108	EFT62582	Clever Patch Pty Ltd	Library Supplies	1,047.27
109	EFT62580	CMI Hino	Purchase Truck	169,018.64
110	EFT62414	Combo Industries	Vehicle Maintenance	707.85
111	EFT62707	Commercial Food Equipment	Refrigerator and Freezer	14,344.00
112	EFT62550	Complete Personnel Group	Thebarton Community Centre Bond Return	120.00

**ACCOUNTS DUE AND SUBMITTED TO THE COUNCIL MEETING**  
21 JULY 2019

Ref No.	Cheque/ EFT No.	Payee	Invoice Description	Payment Total
113	EFT62491	Computers Now Pty Ltd	Computer Equipment	2,730.24
114	EFT62495	Conquest Software Pty Ltd	Software Support	1,815.00
115	EFT62579	Consolidated Bearing Co	Depot Supplies	106.82
116	EFT62492	Continuum Care Australia Pty Ltd	Home Support Services	723.80
117	EFT62709	Control Track Pty Ltd	Software	5,500.00
118	EFT62587	Corporate Health Group Pty Ltd	Medical	199.76
119	EFT62590	Daimler Trucks Adelaide	Vehicle Maintenance	1,215.50
120	EFT62423	Dallas Equipment	Contractor	1,936.00
121	EFT62592	Dallas Equipment	Contractor	3,025.00
122	EFT62783	Daniels Health Services Pty Ltd	Sharps Containers	98.58
123	EFT62809	Daryl Keith West	Refund Overpaid Rates	908.75
124	EFT62810	Daryl Keith West	Refund Overpaid Rates	909.35
125	EFT62421	Datacom Systems (AU) Pty Ltd - SA Division	Computer Equipment	321.44
126	EFT62817	Debtors Anonymous	Thebarton Community Centre Bond Return	120.00
127	EFT62676	Demetrios Varvaris	Refund Overpaid Rates	249.35
128	EFT62420	Department of Environ, Water & Natural Resources	NRM Levy	385,627.50
129	EFT62419	Department of Environ, Water & Natural Resources	Heritage Referral Fees	386.00
130	EFT62498	Department of Human Services	Screening Checks	78.00
131	EFT62665	Department of Planning, Transport and Infrastructure	Street Lighting / E-Planning Cont / Vehicle Searches	52,280.96
132	EFT62717	Dial Before You Dig SA/NT Inc	Monthly Referral Fee	520.40
133	EFT62716	Direct Mix Concrete Sales	Concrete	13,527.06
134	EFT62718	Diverseco Pty Ltd	Truck Weighing System	6,935.50
135	EFT62805	Downer EDI Works Pty Ltd	Roadworks	511,092.22
136	EFT62622	Dr Joseph Magliaro	Professional Fees	178.00
137	EFT62755	Dr Joseph Magliaro	Professional Fees	242.00
138	EFT62497	Drakes Supermarket	Active Ageing Program Supplies	24.99
139	EFT62496	Dulux Australia	Paint	320.13
140	EFT62539	DWS Advanced Business Solutions	DBA Support	1,650.00
141	EFT62588	Dymocks Adelaide	Library Books	3,007.64
142	EFT62559	E & S Athanasiadis	Depot Supplies	986.39
143	EFT62677	E Alansalon	Refund Overpaid Rates	366.10
144	EFT62594	Equipment Solutions Pty Ltd	Depot Supplies	145.98
145	EFT62593	Esar Home Care	Home Support Services	347.84
146	EFT62719	Esar Home Care	Home Support Services	423.51
147	EFT62720	Evrigh.Com Pty Ltd	Trophies	548.54
148	EFT62721	Express Signlab	Signage	3,520.00
149	EFT62551	Fan Force	Thebarton Community Centre Bond Return	500.00
150	EFT62500	FE Technologies Pty Ltd	Stationery	7,638.40
151	EFT62425	Fine Choice Distribution Pty Ltd	Coffee	276.00
152	EFT62426	Fleet Complete Australia Pty Ltd	Support	545.93
153	EFT62723	Fleet Complete Australia Pty Ltd	Support	545.93
154	EFT62722	Flightpath Architects Pty Ltd	Heritage Advisory Services	5,058.74
155	EFT62424	Foodbank SA	Food Hampers	55.00
156	EFT62427	Fragglerocc Pty Ltd	Roadworks	10,296.00
157	EFT62595	Fragglerocc Pty Ltd	Roadworks	6,729.25
158	EFT62499	Freshford Nurseries Pty Ltd	Plants	31,108.00
159	EFT62527	Fulham Community Centre	Partnership Agreement	14,355.83
160	EFT62818	G & A Nuske	Refund Overpaid Rates	913.75
161	EFT62597	Garden City Plastics	Depot Supplies	368.51
162	EFT62431	GD Creative	Artwork	900.00
163	EFT62596	Genpower Australia Pty Ltd	Generator Services	2,469.89
164	EFT62603	Girl Guides South Australia	Apex Park Opening	121.00
165	EFT62728	Glass's Information Services Pty Ltd	Subscription	2,049.30
166	EFT62433	Gleam Team Domestic Services	Home Support Services	114.41
167	EFT62601	Gleam Team Domestic Services	Home Support Services	55.33
168	EFT62731	Gleam Team Domestic Services	Home Support Services	57.83

**ACCOUNTS DUE AND SUBMITTED TO THE COUNCIL MEETING  
21 JULY 2019**

<b>Ref No.</b>	<b>Cheque/ EFT No.</b>	<b>Payee</b>	<b>Invoice Description</b>	<b>Payment Total</b>
169	EFT62600	Glow Heating Cooling Electrical	Airconditioning	1,320.00
170	EFT62790	Gordon J Tregoning Pty Ltd	Depot Supplies	66.00
171	EFT62502	Grace Records Management (Aust) Pty Ltd	Records Storage	4,047.49
172	EFT62598	Green Steel Supplies Pty Ltd	Depot Supplies	1,192.79
173	EFT62726	Greene Eden Watering Systems Pty Ltd	Irrigation	4,774.00
174	EFT62733	Greenfingers Indoor Plant Hire	Indoor Plant Hire	325.60
175	EFT62725	Greenhill Engineers Pty Ltd	Professional Fees	5,613.58
176	EFT62503	Greening Australia Limited	Landscaping	33,903.82
177	EFT62602	Greenlight Comics	Library Books	78.33
178	EFT62732	Greenlight Comics	Library Books	178.37
179	EFT62432	Greenplay Australia Pty Ltd	Oval Maintenance	31,289.50
180	EFT62599	Greenway Turf Solutions	Depot Supplies	550.00
181	EFT62730	GRH Supplies	Depot Supplies	4,372.42
182	EFT62501	GS Civil	Footpath Works	3,520.00
183	EFT62729	GS Civil	Footpath Works	4,061.20
184	EFT62739	Hancock & Just Spare Parts	Vehicle Maintenance	267.00
185	EFT62606	Health & Immunisation Management Services	Immunisation Clinics	8,333.11
186	EFT62504	Hi-Line Hardware Distributors Pty Ltd	Home Support Services	1,702.30
187	EFT62736	Hi-Line Hardware Distributors Pty Ltd	Home Support Services	806.00
188	EFT62734	Hilton Hemz	Clothing Alterations	60.00
189	EFT62435	Hoban Recruitment	Temp Staff	143.35
190	EFT62738	HOBAN Recruitment Pty Ltd	Temp Staff	430.05
191	EFT62605	Hurn McEwen Human Resource Consultants	Professional Fees	1,512.50
192	EFT62505	Hypernet Computer Distribution	Computer Equipment	1,695.00
193	EFT62608	Independent Fuels Australia Pty Ltd	Fuel	11,198.30
194	EFT62437	Indige flora Nursery	Plants	4,354.68
195	EFT62611	Industrial Brushware	Sweeper Brooms	297.00
196	EFT62438	Infigen Energy Markets Pty Ltd	Power	65,815.98
197	EFT62609	Infocouncil Pty Ltd	Software Licence Fee	18,430.50
198	EFT62429	Infor Global Solutions (ANZ) Pty Ltd	Software Maintenance Support	132,525.14
199	EFT62521	Infor Public Sector User Forum	Subscription	1,430.00
200	EFT62618	Innova Group Pty Ltd	Chairs	6,743.00
201	EFT62507	Inspirations Paints Seaton	Paint	1,440.00
202	EFT62610	Internode Pty Ltd	Internet Connection	175.14
203	EFT62735	James Hay	Reimburse Expenses	60.00
204	EFT62740	Jasol Australia	Cleaning Chemicals	453.20
205	EFT62481	Jason Bury	Reimburse Expenses	60.00
206	EFT62552	Jessy Paul	Refund Overpaid Rates	296.65
207	EFT62439	Jet Couriers (Adelaide) Pty Ltd	Couriers	112.68
208	EFT62741	Jet Couriers (Adelaide) Pty Ltd	Couriers	158.27
209	EFT62506	Joe Ielasi	Reimburse Expenses	60.00
210	EFT62436	John Hastings	Contractor	698.20
211	EFT62607	John Hastings	Contractor	1,186.00
212	EFT62737	John Hastings	Contractor	1,160.00
213	EFT62442	John Kruger	Photography	1,125.00
214	EFT62747	John Kruger	Photography	187.50
215	EFT62612	JPE Design Studio Pty Ltd	Consultants	6,030.20
216	EFT62742	Kalymnos Pastries Pty Ltd	Home Support Program	205.80
217	EFT62745	Kanopy	Library Services	560.00
218	EFT62746	Karaponaridis Fotios	Building Maintenance	1,237.00
219	EFT62441	Kelley Jones Lawyers	Legal Fees	877.80
220	EFT62744	Kellogg Brown & Root Pty Ltd	Professional Fees	36,461.70
221	EFT62811	Ketut Suartani	Refund Overpaid Rates	435.60
222	EFT62743	Knox Constructions Pty Ltd	Roadworks	256,047.84
223	EFT62508	Kone Elevators	Lift Maintenance	2,566.41
224	EFT62411	Kym Strelan	Home Advantage Program	136.00

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<b>Ref No.</b>	<b>Cheque/ EFT No.</b>	<b>Payee</b>	<b>Invoice Description</b>	<b>Payment Total</b>
225	EFT62574	Kym Strelan	Home Advantage Program	325.00
226	EFT62697	Kym Strelan	Home Advantage Program	125.00
227	EFT62748	L&H Lawrence & Hanson	Electrical Supplies	551.44
228	EFT62445	Lakeside Building Solutions	Roadworks	8,782.95
229	EFT62749	Lakeside Building Solutions	Roadworks	15,083.75
230	EFT62751	Land Services Group	Searches	1,262.35
231	EFT62514	Lane Communications	Printing	1,368.95
232	EFT62511	LCS Landscapes	Landscaping	4,091.26
233	EFT62814	Lea Papworth	Heritage Grant	2,000.00
234	EFT62444	LG Solutions Pty Ltd	Software	5,225.00
235	EFT62512	LGA Asset Mutual Fund	Insurance Excess	500.00
236	EFT62589	Lio D'Amico	Reimburse Expenses	720.00
237	EFT62750	Living Stories	Covid19 Business Support Film Contribution	1,320.00
238	EFT62513	Living Turf	Depot Supplies	2,062.50
239	EFT62509	Local Government Association Mutual Liability Scheme	Insurance Excess	3,750.00
240	EFT62443	Local Government Association of SA	Staff Training	605.00
241	EFT62613	Local Government Association of SA	Staff Training	195.00
242	EFT62614	Lockleys Children's Centre	Big Backyard Project	990.00
243	EFT62449	M & B Civil Engineering Pty Ltd	Roadworks	101,232.11
244	EFT62754	M & B Civil Engineering Pty Ltd	Roadworks	164,985.15
245	EFT62621	Maps Consulting Services Pty Ltd	Transportation Consulting	1,287.00
246	EFT62815	Maria Saad	Heritage Grant	2,000.00
247	EFT62448	Maxima Group Training	Temp Staff	1,937.30
248	EFT62620	Maxima Group Training	Temp Staff	1,381.47
249	EFT62753	Maxima Group Training	Temp Staff	2,213.59
250	EFT62462	Maxima Tempskill	Temp Staff	13,018.68
251	EFT62794	Maxima Tempskill	Temp Staff	13,147.14
252	EFT62678	Maxsolutions	Thebarton Community Centre Bond Return	500.00
253	EFT62494	Mayor Michael Coxon	Mayoral Allowance	7,132.00
254	EFT62679	MBE Development Pty Ltd	Refund Overpaid Rates	692.20
255	EFT62515	Mechanical Vegetation Solutions Pty Ltd	Tree Maintenance	29,606.47
256	EFT62615	Megan Lewis	CAP Member Allowance	534.92
257	EFT62575	Melinda Buick	Reimburse Expenses	150.00
258	EFT62517	Message4U Pty Ltd	Software	203.55
259	EFT62619	Metropolitan Machinery Pty Ltd	Vehicle Maintenance	681.38
260	EFT62566	Michael Arman	CAP Member Allowance	1,604.75
261	EFT62643	Michelle Roshier	Reimburse Expenses	150.00
262	EFT62553	Mixed Company	Thebarton Community Centre Bond Return	500.00
263	EFT62447	Modern Teaching Aids Pty Ltd	Library Supplies	1,467.35
264	EFT62617	Modern Teaching Aids Pty Ltd	Library Supplies	791.87
265	EFT62516	Mt Compass Sand & Loam	Depot Supplies	1,273.27
266	EFT62518	Murray Street Metro Pty Ltd	Street Sweeping Dumping	9,130.27
267	EFT62624	National Safety Council Foundation Ltd	Membership	540.00
268	EFT62519	National Safety Products	Street Signs	1,023.00
269	EFT62626	National Safety Products	Street Signs	2,795.10
270	EFT62680	Natl Workforce Centre for Child Mental Health	Thebarton Community Centre Bond Return	120.00
271	EFT62469	Neil Bradshaw	Refund Permit Fee	25.00
272	EFT62756	Nelson Locksmiths Pty Ltd	Locks	1,491.65
273	EFT62625	News Limited	Advertising	1,574.25
274	EFT62695	Norm Biggs	Reimburse Expenses	618.14
275	EFT62759	Norman Waterhouse Lawyers	Legal Fees	739.20
276	EFT62758	North East Isuzu	Vehicle Maintenance	198.55
277	EFT62450	Nova Group Services Pty Ltd	Footpath works	5,063.19
278	EFT62632	Oaklands Mower Centre	Mower Repairs / Purchases	1,798.00
279	EFT62761	Objective Corporation Limited	Software Upgrade / Annual Maintenance	61,573.67
280	EFT62487	O'Brien Glass Industries Ltd	Glazing	414.00

**ACCOUNTS DUE AND SUBMITTED TO THE COUNCIL MEETING  
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<b>Ref No.</b>	<b>Cheque/ EFT No.</b>	<b>Payee</b>	<b>Invoice Description</b>	<b>Payment Total</b>
281	EFT62451	Officeworks Superstores Pty Ltd	Stationery	123.83
282	EFT62454	On Architecture	Professional Fees	3,080.00
283	EFT62764	oOh!media Street Furniture Pty Ltd	Bus Shelter Maintenance	10,693.10
284	EFT62452	Orana Australia Ltd	Home Advantage Program	97.90
285	EFT62627	Orana Australia Ltd	Home Advantage Program	7,130.38
286	EFT62453	Order-In Pty Ltd	Milk	36.59
287	EFT62520	Order-In Pty Ltd	Milk	36.59
288	EFT62631	Order-In Pty Ltd	Milk	36.59
289	EFT62763	Order-In Pty Ltd	Milk	36.59
290	EFT62629	Origin Energy Electricity Limited	Power	71.15
291	EFT62762	Origin Energy Electricity Limited	Power	14,875.44
292	EFT62630	Our Community Pty Ltd	Subscription	12,500.00
293	EFT62760	Our Earth Pest Control	Pest Control	192.50
294	EFT62628	Oz Harvest	Staff Casual Day Donations	109.30
295	EFT62471	Pakistani Australian Assoc of SA	Thebarton Community Centre Bond Return	1,900.00
296	EFT62525	Pan-Arcadian Assoc of South Australia Inc	Equipment Grant	2,000.00
297	EFT62623	PayTec Technology That Counts	Support	452.85
298	EFT62799	Pegi Williams Book Shop	Library Books	67.97
299	EFT62634	Pelicancorp (AU) Pty Ltd	Licence Fee	2,810.50
300	EFT62489	Peter Catford	Reimburse Volunteer Expenses	30.00
301	EFT62813	Peter Gonis	Refund Development Fees	181.75
302	EFT62456	PJ & Sons Building Maintenance	Home Support Services	884.91
303	EFT62637	PJ & Sons Building Maintenance	Home Support Services	1,696.80
304	EFT62768	PJ & Sons Building Maintenance	Home Support Services	617.06
305	EFT62523	Planning Institute of Australia	Membership	2,451.00
306	EFT62635	Planning Institute of Australia	Membership	1,264.00
307	EFT62633	Playmazing	Playground Equipment	193.60
308	EFT62522	Plumbing & Pipeline Solutions SA Pty Ltd	Plumbing	2,640.00
309	EFT62554	Pool Property Investments (WA) Pty Ltd	Refund Overpaid Rates	3,564.70
310	EFT62640	Powerdirect Pty Ltd	Power	250.17
311	EFT62524	Pridal Services Pty Ltd	Painting	22,550.00
312	EFT62767	Pridal Services Pty Ltd	Painting	660.00
313	EFT62636	Proactive Lifestyle & Fitness	Workshop	440.00
314	EFT62639	Pro-Clean Cleaning Supplies	Cleaning Products	6,818.38
315	EFT62770	Procon MRM Transport	Street Sweeper Tracking	702.90
316	EFT62455	Professional Linemarking Pty Ltd	Linemarking	6,946.50
317	EFT62766	Pump Technology Services (SA) Pty Ltd	Pump Maintenance	5,742.00
318	EFT62526	Quins Marine Pty Ltd	Dump Supplies	121.00
319	EFT62777	Raising Literacy Australia	Staff Training	289.47
320	EFT62578	Raoul Brideoake	Reimburse Expenses	150.00
321	EFT62646	Rate It Australia Pty Ltd	Service Hire	594.00
322	EFT62531	RDO Equipment Pty Ltd	Plant Maintenance	125.50
323	EFT62772	Reece Pty Ltd	Irrigation	314.66
324	EFT62458	Renown Electrical Services	Electrical	7,282.00
325	EFT62778	Rentokil Initial Pty Ltd	Pest Control	643.50
326	EFT62780	Rentokil Tropical Plants	Indoor Plant Hire	92.52
327	EFT62779	Rentokil Tropical Plants	Indoor Plant Hire	227.70
328	EFT62642	Resource Furniture	Office Furniture	3,417.15
329	EFT62773	Resource Furniture	Office Furniture	7,460.64
330	EFT62776	Richard N Read	Professional Fees	360.00
331	EFT62645	Ricoh Australia Ltd	Copy Charges	2,229.31
332	EFT62528	Rider Levett Bucknall SA Pty Ltd	Professional Fees	1,650.00
333	EFT62532	Rio Coffee Pty Ltd	Tea & Coffee Supplies	307.15
334	EFT62422	Ritu Datta	Reimburse Expenses	150.00
335	EFT62774	Roadside Services & Solution	Depot Supplies	11,141.31
336	EFT62530	Romaldi Constructions Pty Ltd	Weigall Oval Redevelopment	793,463.76

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337	EFT62647	Romaldi Constructions Pty Ltd	Lockleys Oval Redevelopment	11,811.78
338	EFT62472	Rosie Kris	Refund Overpaid Rates	509.20
339	EFT62812	Rosie Kris	Refund Overpaid Rates	561.85
340	EFT62641	Royal Wolf Trading Australia Pty Ltd	Hire Storage Containers	700.13
341	EFT62529	Rundle Mall Plaza Newsagency	Library Magazines	259.90
342	EFT62644	Rundle Mall Plaza Newsagency	Library Magazines	352.47
343	EFT62775	Rundle Mall Plaza Newsagency	Library Magazines	237.29
344	EFT62535	SA Health (Central Office)	Staff Training	187.31
345	EFT62785	SA Irrigation & Landscaping Pty Ltd	Landscaping	13,200.00
346	EFT62655	SA Pathology	Water Testing	231.00
347	EFT62782	SA Power Networks	Power	32,290.10
348	EFT62653	SA Water	Water	1,326.03
349	EFT62538	Sabre Electrical & Security	Security	2,463.64
350	EFT62534	Sabre Electrical & Security Services	Security	3,857.58
351	EFT62651	Saggese Transport & Crane Services Pty Ltd	Plant Maintenance	2,637.25
352	EFT62537	Shred-X Pty Ltd	Paper Recycling	512.95
353	EFT62788	Shutters 'n' Shades	Repair Blinds	1,359.60
354	EFT62658	Solaris Clean	Cleaning	428.75
355	EFT62789	Solaris Clean	Cleaning	525.00
356	EFT62649	Solitaire Automotive	Vehicle Maintenance	86.35
357	EFT62533	Solo Resource Recovery	Rubbish Removal	363.22
358	EFT62536	Southern Cross Protection	Patrol Service	7,968.81
359	EFT62650	Southfront	Professional Fees	9,575.50
360	EFT62657	Stihl Shop Fulham	Depot Supplies	1,855.66
361	EFT62459	Streamline Plumbing SA Pty Ltd	Plumbing	12,405.17
362	EFT62786	Streamline Plumbing SA Pty Ltd	Plumbing	8,546.96
363	EFT62656	Stumpy Stumps	Grind Stumps	650.00
364	EFT62787	Stumpy Stumps	Grind Stumps	400.00
365	EFT62654	Suburban Transport Services	Taxi Fares	87.99
366	EFT62652	SUEZ Recycling & Recovery Pty Ltd	Rubbish Removal	11.01
367	EFT62470	Susan Lam	Heritage Grant	810.00
368	EFT62784	Sync Cabling Solutions Pty Ltd	Lighting	9,040.13
369	EFT62461	Taking Care of Trees	Tree Maintenance	250.00
370	EFT62542	Telelink Business Systems Pty Ltd	Communications	680.97
371	EFT62667	Telstra	Telephone	11,236.47
372	EFT62715	The Dog & Cat Management Board	Dog Registration Levy	1,091.95
373	EFT62428	The Fruit Box Group Pty Ltd	Milk	127.28
374	EFT62724	The Fruit Box Group Pty Ltd	Milk	97.95
375	EFT62430	The Good Guys	Electrical Goods	398.00
376	EFT62681	The Heart Mind Alchemist	Thebarton Community Centre Bond Return	500.00
377	EFT62771	The Paper Bahn	Stationery	3,086.58
378	EFT62765	The Personnel Risk Management Group	Security Checks	48.40
379	EFT62543	Think Human Pty Ltd	Professional Fees	6,717.50
380	EFT62463	TMK Consulting Engineers	Engineering Services	2,387.00
381	EFT62541	TNPK Staff Pty Ltd	Temp Compliance Staff	3,069.00
382	EFT62434	Tom Howard's Crash Repair Service	Vehicle Maintenance	2,500.00
383	EFT62672	Tom Nuzzo	Refund Development Fees	709.00
384	EFT62660	Tom's Car Wash	Vehicle Maintenance	742.50
385	EFT62540	Tonkin Consulting	Professional Fees	594.00
386	EFT62659	Tonkin Consulting	Professional Fees	12,722.01
387	EFT62663	Top Coat Asphalt Contractors Pty Ltd	Roadworks	79,112.15
388	EFT62793	Torrens Safety	Depot Supplies	3,841.11
389	EFT62791	Total Construction Surveys Pty Ltd	Surveys	9,223.50
390	EFT62661	Total Tools Thebarton	Depot Supplies	52.75
391	EFT62727	Totally Workwear Richmond	Clothing	1,428.65
392	EFT62795	TPG Telecom	Internet Connection	4,073.65

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<b>Ref No.</b>	<b>Cheque/ EFT No.</b>	<b>Payee</b>	<b>Invoice Description</b>	<b>Payment Total</b>
393	EFT62460	Tree Care Machinery	Depot Supplies	285.20
394	EFT62792	Trees for Life	Native Plant Giveaway	7,308.91
395	EFT62664	Trent Kelly Turf Services Pty Ltd	Plant Maintenance	1,017.50
396	EFT62662	Trims	Clothing	1,291.87
397	EFT62666	Trophy & Badge	Trophies	95.90
398	EFT62464	UrbanVirons Group Pty Ltd	Tree Maintenance	1,705.00
399	EFT62544	Valvoline (Australia) Pty Ltd	Depot Supplies	880.09
400	EFT62545	Veri Fire	Fire Safety	3,962.20
401	EFT62668	Veri Fire	Fire Safety	36,293.94
402	EFT62797	Veri Fire	Fire Safety	9,581.00
403	EFT62781	VicRoads	Vehicle Searches	87.30
404	EFT62465	Visual Image Products	Depot Supplies	343.38
405	EFT62796	Volunteering SA and NT Inc	Membership	201.20
406	EFT62819	Walking SA	Thebarton Community Centre Bond Return	120.00
407	EFT62493	Watersource Pty Ltd	Depot Supplies	200.00
408	EFT62800	WAX Design Pty Ltd	Design Documentation	32,219.00
409	EFT62468	WC Convenience Management Pty Ltd	Cleaning	5,594.46
410	EFT62466	Weathersafe Shades Pty Ltd	Shade Structure	21,454.40
411	EFT62802	Weathersafe Shades Pty Ltd	Shade Structure	16,090.80
412	EFT62467	Well Done International	After Hours Contact Centre	666.05
413	EFT62801	Westside Services (SA) Pty Ltd	Airconditioner Maintenance	17,791.63
414	EFT62804	Winc Australia Pty Limited	Stationery	1,285.48
415	EFT62798	Worcomp Pty Ltd	Recruitment	180.55
416	EFT62669	Word Cafe	Professional Fees	3,850.00
417	EFT62803	Worlds Best Specialised Cleaning	Graffiti Removal	5,252.50
418	EFT62546	Worm Affair	Worm Farms	128.70
				<b><u>\$5,394,658.12</u></b>

## 17.5.2 Property Leases

### Brief

This report provides information on overdue property lease payments that are greater than \$2,000.

### Introduction

This report provides information on the property lease payments that are overdue, pursuant to the requirements of a Council resolution of 21 June 2016.

### Discussion

The following lease amounts have been invoiced and were overdue as at 30 June 2020. A comparison is provided with the situation as at 31 March 2020 and 31 December 2019.

Debtor	As at 31 Dec 2019	As at 31 Mar 2020	As at 30 Jun 2020	Variance
Aged Care Housing Group	3,324.78	3,355.84	0.00	-3,355.84
SA Badminton Association	10,591.80	7,601.76	5,048.25	-2,553.51
Weslo Holdings	79,456.15	11,419.75	17,565.22	6,145.47
West Torrens Birkalla Soccer Club	3,939.89	3,939.89	0.00	-3,939.89
<b>Total</b>	<b>\$97,312.62</b>	<b>\$26,317.24</b>	<b>\$22,613.47</b>	<b>-\$3,703.77</b>

### SA Badminton Association

The balance is made up of one outstanding electricity reimbursement.

### Weslo Holdings

The outstanding amount represents one lease instalment and one electricity reimbursement for the premises at 164-166 South Road.

### Climate Impact Considerations

*(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)*

There is no direct climate impact consideration in relation to this report.

### Conclusion

The report provides information on the property lease payments that are overdue, in response to a Council resolution on 21 June 2016.

### Attachments

Nil



### 17.5.3 Legislative Progress Report - July 2020

#### Brief

This report provides an update on the status of proposed legislative changes affecting local government either dealt with in Parliament, by the Local Government Association or contained in the Government Gazette during the preceding month.

#### Introduction

This report provides a monthly update on the progress of Bills through Parliament, using Parliament's defined stages, as well as items contained within the Government Gazette that relate to the City of West Torrens. It also contains information provided by the Local Government Association (LGA) relating to proposed amendments to legislation or other relevant matters.

Information on the status of all Bills and Acts is available on the South Australian Legislative Tracking and the Federal Register of Legislation websites at:

<https://www.parliament.sa.gov.au/Legislation/SALT> and/or <https://www.legislation.gov.au/>

#### Discussion

<b>Recent Amendments to Legislation</b>
Nil
<b>Summary of Proposed Amendments to Legislation</b>
<b><i>Statutes Amendment (Local Government Review) Bill 2020</i></b> <b>Government Bill</b>
<p>Introduced and read for the first time on 17 June 2020, this is a Bill to amend the <i>Local Government Act 1999</i>, the <i>Local Government (Elections) Act 1999</i>, the <i>City of Adelaide Act 1998</i> and other related Acts.</p> <p>A detailed report of the proposed changes will be presented in a report to the 4 August 2020 Council Meeting.</p> <p>The Bill has been adjourned at second reading.</p> <p><b>Further information on the reforms can be found at on the DPTI Website at <a href="https://www.dpti.sa.gov.au/local_govt/local_government_reform">https://www.dpti.sa.gov.au/local_govt/local_government_reform</a></b></p>
<b>Bills previously reported on where the status has changed</b>
Nil

## Bills previously reported on where the status remains unchanged

### ***Automated External Defibrillators (Public Access) Bill 2019***

#### **Private Members Bill**

The *Automated External Defibrillators (Public Access) Bill 2019* was introduced to the Legislative Council on 16 October 2019 by Hon F Pangallo (MLC).

An Automated External Defibrillator is a portable device able to treat cardiac arrest by applying an electric shock to restore normal heart rhythm.

If passed by State Parliament, Automated External Defibrillators will be mandatory in all public buildings (including schools and universities, libraries, sporting facilities, local council offices and swimming pools) which the public have access to.

Privately owned buildings including shopping centres, aged care and retirement villages, commercial properties over 600 square metres in size, and certain residential apartments will also be required to install the device.

It will also be mandatory for the devices to be installed in all emergency services vehicles, including SAPOL, the Metropolitan Fire Service, Country Fire Service and State Emergency Service.

A maximum fine of up to \$20,000 would be imposed on those who failed to abide by the new laws.

The Bill has been adjourned at second reading on 16 October 2019.

Council has installed defibrillators in the Civic Centre, Hamra Centre, Thebarton Community Centre and Plympton Community Centre. It has also installed defibrillators in a number of its leased facilities including the Hilton RSL, Western Youth Centre, Fulham Community Centre, Airport Over 50s Club etc. In addition, it has provided community grants to other community groups such as the Glenelg Baseball Club. As such, if this Bill is passed then it will not result in any major impost on Council.

**Further information can be found on the South Australian Legislative Tracking website.**

### ***Development (Site Contamination) Variation Regulations 2018***

#### **Government Regulations**

The Department of Planning, Transport and Infrastructure (DPTI) has released the draft *Development (Site Contamination) Variation Regulations 2018*, along with an explanatory statement. These draft regulations are designed to ensure site contamination is considered in an appropriate way, commensurate with the nature of the development, the potential risk and stage in the planning process. They also aim to facilitate timely and appropriate consideration of contamination issues and will encourage clarity of evaluation by planning authorities.

Planning authorities, developers and other stakeholders have an important role in managing site contamination by ensuring good planning and development does not exacerbate risk.

Stakeholders were encouraged to make submissions relating to the draft regulations to the Environmental Protection Agency and/or DPTI on 15 May 2019. No feedback on the on the draft has yet been released by DPTI.

**Further Information can be found in LGA Circular 9.7**

***Freedom of Information (Miscellaneous) Amendment Bill 2018*****Private Members Bill**

This Bill seeks to change the definition of public interest, amend the processes for determining that a document does not exist and changes definitions relating to the nature and scope of an application. It also changes the processes for determination of an application.

The Bill passed the Legislative Council with amendments on 18 October 2018. It was adjourned a second time in the House of Assembly on 7 November 2018.

**Further information can be found on the [South Australian Legislative Tracking website](#).**

***Independent Commissioner Against Corruption (Investigation Powers) No 2 Amendment Bill 2018*****Government Bill**

This Bill was restored in the House of Assembly for discussion on 6 February 2020.

This is a Bill to amend the Independent Commissioner Against Corruption Act 2012 (Act). It is the second Bill introduced in this parliamentary session which intends to amend the Act.

The Bill seeks to amend the functions of the Independent Commissioner Against Corruption (ICAC) with broad sweeping reforms, including allowing the Commissioner to conduct a public inquiry, investigators being able to arrest individuals without warrants in certain circumstances and other broad changes.

The Bill was introduced to the Legislative Council, read a first time, and adjourned at second reading on 15 November 2018. The Bill passed the Legislative Council with amendments on 21 March 2019 and has been adjourned at second reading in the House of Assembly on 19 June 2019.

**Further information can be found on the [South Australian Legislative Tracking website](#).**

***Labour Hire Licensing Repeal Bill 2018*****Government Bill**

This is a Bill to repeal the *Labour Hire Licensing Act 2017*.

It was introduced and read on 28 November 2018. It was debated frequently throughout February, and referred to Committee on 14 February 2019. A third reading was called on 27 February 2019, and was adjourned in the Legislative Council on 28 February 2019. The Bill was debated further in the Legislative Council on 16 May 2019, and has again been adjourned.

**Further information can be found on the [South Australian Legislative Tracking website](#).**

***Landscape South Australia Bill 2019*****Government Bill**

The *Landscape South Australia Bill 2019* (Bill) is a Bill to repeal and replace the *Natural Resources Management Act 2004* (NRM Act). The Bill in essence aims to decentralise decision making relating to the environment, and recognise the impact of climate change and other factors not recognised in the NRM Act.

The Bill establishes a new framework for how the state's natural resources are managed, and intends to create a simpler and more accessible system.

The key elements of the reform are:

- Replacing regional natural resource management boards with new arms-length regional landscape boards and giving communities and landholders a greater voice in how natural resources are managed;
- A new Green Adelaide board focused on seven priorities that will help Adelaide become the most ecologically vibrant city in the world. These are:
  - Coastal management
  - Urban rivers and wetlands;
  - Water-sensitive urban design;
  - Green streets and flourishing parklands;
  - Fauna and flora in the urban environment;
  - Controlling pests, animals and plants; and
  - Nature education.
- A cap on increases to land and water levies to reduce cost of living pressures for all South Australians; and
- More action on ground, with a focus on partnerships, a simpler approach to planning and creating opportunities for natural resources management focused on programs and initiatives in regional communities.

#### *Boards*

Section 12 of the Bill provides that, "Green Adelaide" or the "Green Adelaide Board" (GAB) will be established as a landscape management region covering metropolitan Adelaide. The GAB will be able to raise levies to support residents to live more sustainably and invest in community development.

Section 13(5) of the Bill establishes the GAB to make Adelaide the "most ecologically vibrant city in the world".

The GAB will have between 6 and 10 members, all of whom will be appointed by the Minister. The only current guidelines for eligibility to sit on the GAB is under section 17 of the Bill which states that a person must be on the relevant Council electoral roll to be considered. There is no specific consideration allowing for elected members to sit on the GAB. Section 16 of the Bill directs the selection criteria to be more focused on environmental expertise vs representatives (i.e. Elected Members).

Section 67 of the Bill outlines that land levies will be collected in the same manner as the NRM levies, by Councils. These levies will be to reimburse Council for their contributions to the scheme. It will be known as the **regional landscape levy**.

Amendments to this Bill continue to be discussed in Parliament, with most recent amendments made on 24 September 2019.

The Bill has passed the House of Assembly and is now in committee in the Legislative Council.

**Further information can be found on the South Australian Legislative Tracking website.**

**Local Government (Fixed Charges) Amendment Bill 2018****Government Bill**

This Bill seeks to amend s152 of the *Local Government Act 1999*.

The amendment seeks to include each residence in a retirement village (within the meaning of the *Retirement Villages Act 1987*) as a type of allotment to which a fixed charge for rates cannot be applied.

The Bill was introduced to the Legislative Council and read a first time on 17 October 2018. It has been adjourned at second reading.

**Further information can be found on the South Australian Legislative Tracking website**

**Liquor Licensing (Miscellaneous) Amendment Bill 2019****Government Bill**

This Bill amends the Liquor Licensing Act 1997 (Act). The proposed amendments are in support of the review into the Act, conducted by the Hon. Mr Tim Anderson QC in 2016, which led to the passage of the Liquor Licensing (Liquor Review) Amendment Act 2017 (the Liquor Review Act).

The Liquor Review Act has been commenced in stages and the final stage is proposed to commence on 18 November 2019. This will predominantly relate to the provisions that create new licence classes that transition the current licence classes to those new classes.

Drafting of regulations is being undertaken in the Attorney-General's Department to prepare for the new licensing regime.

The Bill was passed in the House of Assembly and is now in committee in the Legislative Council. Adjourned at Second Reading on the 12 September 2019.

**Further information can be found on the South Australian Legislative Tracking website.**

**Planning, Development and Infrastructure (Carparking Requirements) Amendment Bill 2019****Private Members Bill**

This Bill, introduced by Hon T Piccolo, amends the *Planning, Development and Infrastructure Act 2016* providing minimum carpark requirements on all dwellings.

Amendment of section 108 - categorisation:

In the case of a 1 bedroom dwelling, the requirement to provide for at least 1 carpark, and 2 carparks for a dwelling with 2 or more bedrooms. Carparks are required to be on site or on a site within 100 metres of the dwelling. If the development does not meet these requirements it will be classified as restricted development.

Amendment of section 110 - restricted development:

If the Commission makes an assessment under s110 of the Act in relation to restricted development, the Commission must take into account the relevant provisions of the Planning and Design Code, but is not bound by those provisions.

The Bill was introduced to the House of Assembly on 13 November 2019 and adjourned at second reading on 13 November 2019.

**Further information can be found on the South Australian Legislative Tracking website.**

***Planning, Development and Infrastructure (Code Amendments) Amendment Bill 2019***  
**Private Members Bill**

This Bill was introduced to the Legislative Council on 27 February 2019. The Bill affects the heritage places provisions of the PDI Act and intends to remove the requirement for 51% of relevant owners to approve of a property or area being designated as a heritage character for preservation zone or subzone.

The Bill has been received in the House of Assembly on 4 July 2019, and has been adjourned at first reading.

**Further information can be found on the South Australian Legislative Tracking website**

***Planning, Development and Infrastructure (Commencement of Code) Amendment Bill 2019***  
**Government Bill**

The Bill was first introduced in the Legislative Council, and after passing was transmitted to the House of Assembly on 5 December 2019.

The Bill was restored in the House of Assembly on 5 March 2020, and is now awaiting assent. The Bill removes any reference in the *Planning, Development and Infrastructure Act 2016* to "1 July 2020" and replaces it with "the designated day". This gives the Minister the power to delay the implementation of the Code to a day of his choosing. The Minister flagged that the designated day will be in September, but this has not yet been confirmed.

The Bill is now awaiting assent.

**Further information can be found on the South Australian Legislative Tracking website.**

***Planning, Development and Infrastructure (Reserves) Amendment***  
**Private Members Bill**

This Bill, introduced by Hon M C Parnell (MLC), amends the *Planning, Development and Infrastructure Act 2016* to include reference to the *National Parks and Wildlife Act 1972*, and to ensure that developments within a reserve are classified as a restricted development.

The Bill was introduced to the Legislative Council on 31 July 2019. It was passed in the Legislative Council on 16 October 2019 and has been received in the House of Assembly and adjourned at first reading on 17 October 2019.

**Further information can be found on the South Australian Legislative Tracking website.**

***Single Use and Other Plastics (Waste Avoidance) Bill 2018***  
**Private Members Bill**

This Bill seeks to regulate the sale and supply of single use and other plastics.

The Bill provides that retailers must provide alternatives to prohibited plastics before 1 July 2023 and creates an offence for releasing helium-filled balloons into the open. It also creates a requirement to provide disposal instructions for fishing tackle and personal hygiene products.

The Bill was introduced to the Legislative Council and read a first time on 25 July 2018. The Bill has been adjourned at second reading.

**Further information can be found on the South Australian Legislative Tracking website.**

<b>Valuation of Land (Separate Valuations) Amendment Bill 2018</b>
<b>Government Bill</b>
<p>This Bill was introduced to the Legislative Council and proposes amendments to clarify that separate assessments should only be made in circumstances where it is required by law or when a property has been separately occupied since 1967 or under a shack site lease and is situated on land where formal subdivision is prohibited.</p> <p>The Bill was introduced to the Legislative Council and read a first time on 17 October 2018. It has been adjourned at second reading.</p> <p><b>Further information can be found on the South Australian Legislative Tracking website</b></p>
<b>Acts Assented</b>
Nil
<b>Regulations Amended</b>
Nil
<b>Relevant Common Law</b>
Nil
<b>Parliamentary Inquiries</b>
<b>Overabundant and Pest Species Inquiry</b>
<p>The Natural Resources Committee resolved on the 27 August 2018 to inquire into the management of overabundant and pest species in South Australia with particular reference to:</p> <ol style="list-style-type: none"> <li>1. Efficacy of existing or novel regulatory, policy and partnering frameworks used to manage overabundant and pest species</li> <li>2. Costs of managing overabundant and pest species</li> <li>3. Impacts of overabundant and pest species on agricultural outputs, environmental values, tourism, road safety, and amenity</li> <li>4. Any other related matters.</li> </ol> <p>The Committee continues to meet, and issued a third report to be noted by the Parliament on the floor on the 1 August 2019.</p> <p><b>Further Information can be found in LGA Circular 39.1 and on the South Australian Legislative Tracking Website.</b></p>

### Climate Impact Considerations

*(Assessment of likely positive or negative implications of this decision will assist Council and the West Torrens Community to build resilience and adapt to the challenges created by a changing climate.)*

There is no direct environmental impact in relation to this report.

### Conclusion

This report on legislative amendments is current as at 1 July 2020.

### Attachments

Nil