

# Council Meeting Agenda & Reports

7 June 2021

## Our Vision

*A City which values its heritage, cultural diversity,  
sense of place and natural environment.*

*A progressive City which is prosperous, sustainable  
and socially cohesive, with a strong community spirit.*

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

3 June 2021

## To all Members of the Council

### NOTICE OF MEETING

I wish to advise that pursuant to Sections 83 and 87 of the *Local Government Act 1999*, the next Ordinary Meeting of the Norwood Payneham & St Peters Council, will be held in the Council Chambers, Norwood Town Hall, 175 The Parade, Norwood, on:

**Monday 7 June 2021, commencing at 7.00pm.**

Please advise Tina Zullo on 8366 4545 or email [tzullo@npsp.sa.gov.au](mailto:tzullo@npsp.sa.gov.au), if you are unable to attend this meeting or will be late.

Yours faithfully



Mario Barone  
**CHIEF EXECUTIVE OFFICER**

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Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
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City of  
**Norwood  
Payneham  
& St Peters**

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**VENUE** Council Chambers, Norwood Town Hall

**HOUR**

**PRESENT**

**Council Members**

**Staff**

**APOLOGIES**

**ABSENT**

1. **KAURNA ACKNOWLEDGEMENT**
2. **OPENING PRAYER**
3. **CONFIRMATION OF THE MINUTES OF THE COUNCIL MEETING HELD ON 3 MAY 2021**
4. **MAYOR'S COMMUNICATION**
5. **DELEGATES COMMUNICATION**
6. **QUESTIONS WITHOUT NOTICE**
7. **QUESTIONS WITH NOTICE**  
Nil
8. **DEPUTATIONS**  
Nil
9. **PETITIONS**  
Nil
10. **WRITTEN NOTICES OF MOTION**

**10.1 AMENDMENTS TO THE 2021-2022 OPERATING AND CAPITAL PROJECTS BUDGET -  
SUBMITTED BY MAYOR ROBERT BRIA**

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**NOTICE OF MOTION:** Amendments to the 2021-2022 Operating and Capital Projects Budget  
**SUBMITTED BY:** Mayor Robert Bria  
**FILE REFERENCE:** qA1039 qA67879  
**ATTACHMENTS:** Nil

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Pursuant to Regulation 12(1) of the *Local Government (Procedures at Meetings) Regulations 2013*, the following Notice of Motion has been submitted by Mayor Robert Bria.

**NOTICE OF MOTION**

1. That Council makes the following amendments to Operating Projects in the Draft 2021-22 Budget:
  - (a) Delete O-SE2 – Footpath Program Repairs (\$100,000); and
  - (b) Reduce O-SE1 – Street Tree Planting – from 500 to 400 trees (\$50,000).
2. That Council makes the following amendments to Capital Projects in the Draft 2021-22 Budget:
  - (a) Defers C-SE11 – Extension of Reclaimed Water System (\$175,000);
  - (b) Defers CV1 - Major Public Art Funding Program Year 3 (\$110,620); and
  - (c) Defers the public road conversion of Salisbury Lane and Kingsborough Lane as detailed in C-SE8 Private Laneway Conversion Project.

**REASONS IN SUPPORT OF MOTION**

At its meeting held on Monday, 24 May 2021, the Audit Committee (“the Committee”) had a lengthy discussion regarding the draft 2021-2022 Annual Business Plan. In particular, there was concern regarding the Council’s cash flow position in the context of a projected Operating Surplus of \$829,000. The Committee believes the Council should take the opportunity to revisit some of the smaller Capital Projects in the 2021-22 Budget to see if there are any that can be deferred to future years to improve cash flow.

The Committee also expressed its strong view that a minimum rate revenue increase of 4.35% be agreed to by the Council when the 2021-22 Budget is formally adopted at the July meeting. For the Council to ‘stick to the script’ in regards to its Capital Projects in 2022-23 and beyond, it has to ensure it is generating enough cash to deliver reasonable Operating Surpluses, as well as be in a position to pay for the interest and principal of its loans borrowings.

Following this discussion, the Committee resolved the following:

*Ms Brigid O’Neill moved:*

1. *That the Audit Committee impresses on the Council the need to maintain the proposed rate revenue increase at no less than 4.35% for the 2021-2022 financial year.*
2. *That the Council gives serious consideration to the identification of Capital Projects that could be deferred to future years to improve the cash flow position for the 2021-2022 financial year.*

*Seconded by Ms Sandra Di Blasio and carried unanimously.*

Consistent with the Audit Committees resolution, I have proposed a list of Capital and Operating Projects for Council to re-consider, which are currently part of the Draft 2021-2022 Annual Business Plan that was adopted 'in principle' for the purpose of public consultation:

- **O-SE1 - Street Tree Planting**

Even with the reduction of additional trees being planted down to 400, the O-ES3 – Urban Greening Program project means there will be in excess of 500 trees being planted in our City over the next 12 months. Importantly, reducing the number of trees planted in streets and reserves means that Council will no longer need to purchase a new water truck, which will reduce borrowings by \$140,000.

- **C-CV1 - Major Public Art Funding Program Year 3 (\$110,620)**

Even with the deferral of this year's contribution of \$110,620, the expected \$100,000 to be allocated to the quadrennial art work in 2022-23 will mean there is still be in excess of \$200,000 available for the major art project and its installation in 2022. This figure is consistent with the funding envelope for previous quadrennial art installations.

- **C-SE8 – Private Laneways Conversion**

The process to convert a private laneway can take a number of months due to the consultation with the affected property owners and the legal process. If supported, there is an expectation that the required works to bring the laneway up to public road standard is undertaken once the ownership transfer is finalised. This expectation is adding to an already extensive Capital Works Program. While the deferral of the conversion of Salisbury Lane and Kingsborough Lane will have a minimal impact on the 2021-2022 Capital Works Program, it will relieve pressure on the 2022-2023 Capital Works Program.

#### **STAFF COMMENT**

#### **PREPARED BY GENERAL MANAGER, CORPORATE SERVICES**

The proposed amendments will impact on the draft Budget by increasing the Operating Surplus by \$150,000 to \$645,215 and improving the cash at bank position by \$575,620.

## 10.2 'KAURNA' OR 'DUAL PLACE NAMING' POLICY – SUBMITTED BY MAYOR ROBERT BRIA

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**NOTICE OF MOTION:** 'Kaurna' or 'Dual Place Naming' Policy  
**SUBMITTED BY:** Mayor Robert Bria  
**FILE REFERENCE:** qA1039  
**ATTACHMENTS:** Nil

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Pursuant to Regulation 12(1) of the *Local Government (Procedures at Meetings) Regulations 2013*, the following Notice of Motion has been submitted by Mayor Robert Bria.

### NOTICE OF MOTION

1. That staff prepare a draft 'Kaurna' or 'Dual Place Naming' Policy for the City of Norwood Payneham & St Peters consistent with the provisions of the *Geographic Names Act 1991*.
2. That, in preparation of the the draft policy, staff engage with Kaurna Elders, appropriate agencies and community organisations to develop an initial list of places identifying Kaurna names for the City of Norwood Payneham & St Peters.

### REASONS IN SUPPORT OF MOTION

In recent years, Council has increased its engagement with the local Kaurna community to provide cultural advice in regards to projects such as Felixstow Reserve e.g. Canoe Tree and other art works and sculptures at the reserve. The recent 'Between Two Worlds' exhibition, which was part of the Council's History Month event, further highlighted the rich history of the Kaurna People in our City, in particular the site of the St. Peters Town Hall as an important meeting place for the Kaurna people.

The Council should now consider taking the next step in its acknowledgement of the traditional owners by considering the development of an Aboriginal or Dual Naming Policy for places in the City of Norwood Payneham & St Peters. Doing so will enhance the rich cultural history of our City and meet the *CityPan 2030 Objective (Cultural Vitality) 2.2: "Acknowledge and recognise local Aboriginal heritage and history."*

### STAFF COMMENT

A draft policy can be prepared in accordance with the Notice of Motion.

**11. STAFF REPORTS**



## **Section 1 – Strategy & Policy**

### **Reports**

## 11.1 CORPORATE EMISSIONS REDUCTION PLAN

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**REPORT AUTHOR:** Sustainability Officer  
**GENERAL MANAGER:** General Manager, Urban Planning & Environment  
**CONTACT NUMBER:** 8366 4532  
**FILE REFERENCE:** qA59080  
**ATTACHMENTS:** A – D

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### PURPOSE OF REPORT

The purpose of this report is to present the outcomes of the community consultation undertaken on the draft *Corporate Emissions Reduction Plan* and to seek the Council's endorsement of the final Plan.

### BACKGROUND

The Council endorsed the preparation of a *Corporate Emissions Reduction Plan* in July 2020.

Following an open request for quotation and selection process, in August 2020, *DSquared Consulting*, a consulting firm with extensive experience in emissions reduction and carbon neutrality, was appointed to prepare an overarching *Corporate Emissions Reduction Plan* (the Plan).

The key objective of the Plan is to analyse and understand the Council's emissions profile and prepare an emissions reduction pathway for corporate emissions. Corporate emissions are defined as emissions occurring from activities which the Council has direct operational control, such as operations within the Council owned and operated buildings. A detailed analysis of the Council's corporate emissions profile has enabled the identification of key projects and activities to reduce emissions and provide high level cost implications for the Council's long term financial plan.

In December 2020, the Council updated its Strategic Management Plan *CityPlan 2030: Shaping Our Future*, which included a target of "zero corporate carbon emissions by 2030", thereby providing a clear target for inclusion in the *Corporate Emissions Reduction Plan*.

The draft *Corporate Emissions Reduction Plan* was considered by the Council at its meeting held on 5 April 2021. At that meeting, the draft Plan was endorsed for release for community consultation for a period of twenty one (21) days.

The outcome of the consultation, which has now been undertaken, is set out in the Discussion section of this report.

The final version of the draft Plan including an Implementation Plan (as contained in **Attachment A**), is now presented to the Council for its consideration and endorsement.

### RELEVANT STRATEGIC DIRECTIONS & POLICIES

The relevant Outcomes and Objectives contained in the Council's Strategic Plan, *CityPlan 2030*, are set out below:

#### **Outcome 1: Social Equity**

An inclusive, connected, accessible and friendly community.

#### **Objectives**

1.2.1 Enable sustainable and active transport modes.

1.2.3 Work with other agencies to influence or provide improved and integrated sustainable transport networks.

#### **Outcome 4: Environmental Sustainability**

A leader in environmental sustainability.

### **Objectives**

- 4.1.1 Make better use of water resources including the harvesting and re-use of stormwater.
- 4.1.2 Investigate and implement innovative waste reduction and education initiatives.
- 4.1.3 Employ and promote energy efficiency initiatives and renewable energy resources.
- 4.1.4 Promote the use of sustainable, active and low emission transport mode.
- 4.4.1 Lead initiatives to reduce the City's ecological footprint and carbon emissions.

### **CityPlan 2030: Target**

Zero corporate carbon emissions by 2030.

## **FINANCIAL AND BUDGET IMPLICATIONS**

The Council allocated \$70,000 to prepare a *Corporate Emissions Reduction Plan*. The final cost is projected to be \$68,000 and is inclusive of additional studies and strategies that help inform the Plan and will guide internal actions to assist the Council in achieving its target of "zero corporate carbon emissions by 2030."

The additional studies and reports included *Snapshot Cohort Report of Community Emissions; Low Emission Fleet Transition Plan; Solar and Battery Feasibility Study; Solar PV Specifications; and Electrical Infrastructure Review for Electric Vehicle Chargers*.

Once the final version of the *Corporate Emissions Reduction Plan* is endorsed by the Council, the graphics and layout of the document will be finalised ready for publication.

Projects and initiatives identified within the final endorsed version of the Plan, will require funding at a future date through the Council's annual budget setting process. Any relevant programmed capital infrastructure works (e.g. Payneham Memorial Swimming Centre redevelopment) will include consideration of emission reduction initiatives and ensure there align with the Plan where possible as well as external opportunities for State and Federal Government grant funding opportunities.

Due to previous commitments, various projects are already included within the current financial year Capital Works operating budget or project budgets, including the installation of solar PV on the Norwood Town Hall second floor offices and Electrical Infrastructure Review for Electric Vehicle Charging Stations. The continuing program for solar PV installation on other Council buildings has been submitted for consideration within the 2021-2022 Building Works Program (Capital) budget, with an allocation of \$40,000 for the St Peters Childcare and Pre-school Centre and \$70,000 for the Depot.

A proposal has also been submitted for the allocation of \$11,000 in the draft 2021-2022 Budget for Energy and Water Audit initiatives that has been identified in the draft *Corporate Emissions Reduction Plan* for immediate implementation. Other initiatives such as zero emissions fleet transition, corporate electric vehicle (EV) charging stations, Environmental and Sustainable Design Guide and procurement of Carbon Offsets will be considered in future years.

The Implementation Plan will be used to assist the Council to determine and allocate future expenditure to implement the Plan.

## **EXTERNAL ECONOMIC IMPLICATIONS**

The expenditure to reduce carbon emissions will change in relation to the progression of energy efficiency, advancing technologies, other supporting initiatives and supply and demand of carbon offsets. The current market price of accredited Grade A carbon offsets units that support Australian projects range from \$15/tonne to \$38/tonne. Based on projections undertaken by the Australian Government Treasury Report on Carbon Pricing, the current carbon offset range for Australia is a core price of \$20/tonne and a high price of \$62/tonne. Following confirmation of the preferred pathway for carbon offsets, the annual cost for the Council is expected to range from approximately \$8,000 in 2025 or \$12,000 in 2030, based on low price projections and estimated remaining emissions that may be required to be financially offset.

## **SOCIAL ISSUES**

The Council has been working for many years to responsibly address its environmental footprint and its corporate emissions, showing leadership and aligning with the environmental expectations of the community. The draft *Corporate Emissions Reduction Plan* provides the next phase of carbon management actions and leadership that will provide encouragement to the citizens to adopt better practices within their own homes and businesses.

## **CULTURAL ISSUES**

Not Applicable.

## **ENVIRONMENTAL ISSUES**

The draft *Corporate Emissions Reduction Plan* contains key targets which will reduce the Council's carbon emissions in line with the *CityPlan 2030: Shaping Our Future* target. This shows the Council is serious about its intent to mitigate the impact of climate change.

Carbon emissions have far-ranging environmental and health effects. The emissions trap heat in the atmosphere, causing hotter than average temperatures resulting in sea level rise, coral bleaching, heat waves, flooding, drought, species migration and loss, food supply disruptions, increased bushfire risk and more. In addition to increased global mean temperatures, carbon emissions contribute to respiratory disease from smog and air pollution.

## **RESOURCE ISSUES**

The preparation of the draft Plan by *DSquared Consulting*, has been overseen by an internal staff project control group. The Sustainability Officer has co-ordinated the community consultation process.

Future resource allocation to implement the Emission Reduction Projects and Initiatives detailed in the *Corporate Emissions Reduction Plan* will need to be considered on a case-by-case basis.

## **RISK MANAGEMENT**

The draft *Corporate Emissions Reduction Plan* has adopted the Council's target of zero corporate carbon emissions by 2030 which guides the initiatives with the intent to reduce and offset all carbon emissions to mitigate climate change. If ongoing budget is not allocated and actions are not implemented this would have the consequence of either having a larger volume of carbon offsets to purchase, or risk the Council not meeting the target of zero corporate carbon emissions by 2030 and therefore not responsibly mitigating the impacts of climate change that the community faces.

The adoption and implementation with adequate resourcing will ensure that the Council progress towards its targets will lead by example and implementation will ensure the Council significantly lessens its own contribution to global emissions.

## **COVID-19 IMPLICATIONS**

Nil.

## CONSULTATION

- **Elected Members**  
An Information Session was held with Elected Members on 23 November 2020 to provide information about current trends, targets and plan for Federal, State and Local Government in Australia.
- **Community**  
Following the preparation of the draft *Corporate Emission Reduction Plan*, community consultation was undertaken from Monday 12 April 2021 to Sunday 2 May 2021.
- **Staff**  
One (1) 'up front' engagement session for staff was held in November 2020 as well as three Project Steering Group meetings with the consultant. Staff were also invited to make further submissions on the draft Plan during the community consultation period of the project.
- **Other Agencies**  
Nil.

## DISCUSSION

Emissions reduction is the action of reducing and/or offsetting all carbon emissions associated with an activity and in this case it refers only to the Council's corporate activities.

The Council commenced its emission reduction journey over twenty years ago and implemented a number of sustainability programs that work towards reducing corporate emissions. The *Greenhouse Strategy Plan* (2002), contained two high-level milestones relating to corporate and community carbon emissions levels sought to be achieved by 2012-13.

The Council then developed a *Corporate Energy Management Project* in 2005, to deliver the *Greenhouse Strategy Plan*. Funding was specifically allocated for the implementation of these initiatives.

In 2008, the Council adopted its Strategic Management Plan, *CityPlan 2030: Shaping Our Future*. The Plan was reviewed and updated and included the following target:

- reduce the amount of Corporate greenhouse gas emissions by 5% from the 2015-2016 levels by 2020-2021 (2,264 tonnes baseline).

This target has recently been achieved, attributed in large part to the transition to LED street lights on local roads in 2018-2019. The Council's 2019-2020 Annual Report reported that this target had been met with recorded emissions of 1,616 tonnes, providing an overall emissions reduction of 28.6% against the 2015-2016 levels.

In its review of the *CityPlan 2030: Shaping Our Future*, the Council set a target of "zero corporate carbon emissions by 2030", to focus a strategic approach in reducing emissions and achieving this target over the next ten years.

The revised *Corporate Emissions Reduction Plan*, contained in **Attachment A**, establishes a pathway that utilises a quadruple bottom line approach to ensure that the Council can achieve outcomes that support social, economic, cultural and environmental sustainability and guide the Council towards zero corporate carbon emissions by identifying a suite of key initiatives to achieve the target.

The draft Plan was released for community consultation from Monday 12 April to Sunday 2 May 2021 to gauge the community's response to the proposed Implementation Plan, initiatives and projects, as outlined in the draft *Corporate Emissions Reduction Plan*.

As part of the consultation process, the draft Plan was made available for viewing at the Council's Principal Office at the Norwood Town Hall and an electronic copy posted on the Council's website. An evening drop in session was held at the Norwood Town Hall on Wednesday 21 April 2021. Promotion of the draft Plan and the consultation period was also provided on the Council's website, social media and in The Advertiser. An online survey was also made available on the Council's website during the consultation period to make it as convenient as possible for citizens to make submissions.

In response, the Council received a total of eleven (11) submissions, comprising of one (1) written submission and ten (10) survey responses via the Council's website.

The online survey provided the community with the opportunity to answer specific questions about the draft Plan and to also provide general comments. Overall, the responses are very supportive of the core elements of the draft *Corporate Emissions Reduction Plan* in its current form. A copy of the survey is contained in **Attachment B**.

Three (3) residents engaged on the Council's role in environmental stewardship within the community at the in person drop in session. Although this event had a low attendance level there was a good level of dialogue about all aspects of the draft *Corporate Emissions Reduction Plan*, waste management and new planning legislation with the three attendees.

Five (5) submissions raised some additional issues not directly relevant to this project but arising from the Planning & Design Code, falling outside the scope of the draft *Corporate Emissions Reduction Plan*. A summary of the submissions received and a response to each of the issues raised is contained in **Attachment C** of this report. A copy of the original submissions received are contained in **Attachment D**.

The nature of the submissions are generally supportive of the Plan. The following themes are of note:

- **The *Corporate Emissions Reduction Plan* and priority projects**  
All of the respondents support the Plan and priority projects in whole or part. Those respondents that only supported the Plan and priority projects in part, desired all Scope 3 emissions to be included in the Plan or additional policies to be added.
- **Renewable Energy Contract**  
All of the respondents supported the purchase of renewables as part of the Council's next electricity contract. Two respondents sought additional Council installed solar panels and one respondent desired to the Council to generate all of its energy needs.
- **Low Emissions Fleet Transition**  
All of the respondents supported the Council's transition away from internal combustion engine vehicles. 40% of respondents preferred the Council to transition directly to fully electric vehicles instead of hybrid vehicles then fully electric vehicles.
- **Purchasing Offsets**  
All of the respondents supported the purchase of offsets for unavoidable emissions with support for purchasing South Australian and or Australian offsets at a price premium before considering overseas offsets. 60% of respondents preferred local South Australian and Australian projects as they were thought to have more accountability and restore poor land management practices. Only 10% (1 submission) didn't support overseas offsets.
- **Reaching Zero Corporate Carbon Emission Early**  
70% of respondents strongly supported or supported reducing corporate emissions to zero earlier than forecast in the Plan (e.g. by 2025 rather than 2030). A further 20% responded as "neutral" and 10% of the respondents strongly didn't support achieving zero emissions earlier than forecast and noted that the current 2030 timeline was sufficient or that they were unable to comment on the impact of achieving the target within an earlier timeframe.

- **Community Emissions Reduction Plan**

All of the respondents supported the Council developing a *Community Emissions Reduction Plan*. It was noted by respondents that community emissions were far greater than Council's corporate emissions and that the Council should support and lead the community to reduce its emissions. The majority of additional projects suggested by respondents were to address community emissions rather than corporate emissions.

Notably, all feedback provided support for the draft Plan and the priority initiatives.

There were four (4) recurring themes in the responses received. The themes were:

- that the Council should transition directly to fully electric vehicles instead of hybrid then fully electric vehicles;
- that corporate emissions should be reduced as much as possible before offsetting;
- that the investigation and commencement of a community emissions reduction plan should occur earlier; and
- that Scope 3 emissions should be included.

Although all of the respondents supported the transition away from internal combustion engine vehicles, 60% of respondents wanted to see the transition straight to fully electric vehicles, avoiding any interim phase of procuring hybrid vehicles. The Low Emissions Transition Plan presented to the Council for noting at its meeting on 5 April 2021, provides a pathway to transition without compromising capacity and functionality of vehicles. Hybrids play an important role in the Councils' transition strategy due to the Council's current lease arrangements, vehicle availability (e.g. wait times), the need for fit for purpose vehicles, timing of charging infrastructure requirements and importantly price. It is therefore recommended that no change is made to this aspect of the draft Plan, which retains the emission projection assumptions, that the Council will initially transition its passenger vehicle fleet to hybrid vehicles, with full transition to electric vehicles by 2026 – all things being equal.

In respect to reducing corporate emissions as much as possible before offsetting remaining emissions is required to reach zero, it is noted that this approach is already embedded in the draft Plan. For example, the Council will be significantly reducing emissions through achieving energy and water efficiencies, appliance upgrades, generating electricity through various solar PV installations and switching to renewable energy contracts. It is therefore recommended that no change is made to this aspect of the draft Plan.

Respondents acknowledged that emissions from the Council's operations only accounted for a fraction of the total emissions generated in the City and that households, businesses and community groups, need to reduce their emissions as well. Although outside of the scope of the Plan, the Council will continue to implement community emissions reduction projects and outline key actions that the Council can take to support the community in reducing emissions. Specific projects relating to community emissions were suggested by respondents which the Council is currently, or has plans to investigate or implement. Examples of the measures suggested included shared micro mobility schemes (e-bikes and e-scooters), new cycling infrastructure, tree planting, free seedlings for residents, energy efficiency tool kit and information for residents / business, and 'repair café'. Many of these initiatives are already underway or are in the planning and budget allocation stages. Therefore, no major changes are recommended to this aspect of the draft Plan. However, the implementation plan has been amended to illustrate ongoing initiatives. As all of the comments which have been received from the respondents acknowledged community emissions are far greater than Council's emissions, it is proposed to document the current and planned initiatives, such as investigation of public electric vehicle charging stations, as commencing immediately in the Plan to reassure the community of the Council's commitment to support this transition.

Four (4) out of eleven (11) submissions raised the extent of what emissions are being captured for reporting and whether this should extend to what is described as Scope 3 emissions under the National Carbon Offsets Standards (NCOS) framework. Scope 3 emissions arise from activities from assets that are not owned or controlled by the Council, but that the Council indirectly impacts in its supply chain. The Council had included a number of Scope 3 emissions, such as travel, water, waste, refrigerants and paper.

The Scope 3 emission that has not been included is activities from the installation of hard infrastructure such as roads, paths and stormwater. This indirect emission source was raised by four (4) respondents. Although not included in the Council's emissions profile, the Council will track emission reduction outcomes which are achieved as part of the procurement of recycled content, including recycled aggregates and the embodied emissions in materials used for infrastructure works. In this financial year, 2020-2021 the Council has recorded purchases of 1,430 tonnes of recycled rubble and asphalt for road base, which results in between 15% to 30% of recycled content (dependent on material mix) in new road base materials. The Council is committed to reducing embodied emissions and will continue to investigate options for working collaboratively with suppliers to identify alternatives as part of the procurement of goods and services. In response to this suggestion an additional short term goal (1-5 years) to "*monitor emissions reduction achievements from recycled content procurement and embodied emissions reductions*" has been added. It should be noted that Scope 3 emissions from the construction phase of capital works and/ or operational projects that the Council undertakes, is not a requirement of the National Carbon Offsets Standards (NCOS) reporting towards carbon neutrality.

Submissions also suggested specific projects that the Council could consider for implementation, including:

- allowing verge plantings;
- providing public electric vehicle charging stations;
- installing solar panels on Council properties and car parks;
- providing grants for residents and businesses to implement emissions reduction, solar and battery installations;
- ensuring energy efficiency for current and new builds;
- increasing tree planting as well as purchasing land to plant more trees;
- providing residents with free seedlings;
- repair café where community members meet to repair items such as furniture, clothing, electronics and more and teach others of repairing and reusing,
- implement a "take a pledge" program where community pledge actions that will reduce their emissions;
- providing a shared bicycle scheme to reduce vehicle emissions; and
- changes to the planning system to allow better design (e.g. orientation for solar, private open space, and sustainable building practices in general).

These suggestions are all considered positive initiatives. However, the majority of projects related to community emissions which is outside of the project scope, were too specific or were already included in the draft Plan and / or already a current initiative of the Council.

The *Corporate Emissions Reduction Plan* has been amended as indicated in this report in response to the feedback received during consultation. All respondents will receive a letter advising how the issues they have raised have been treated in the final Plan and outlining the next phase of implementation.

## OPTIONS

The Council can endorse the draft *Corporate Emissions Reduction Plan* contained in **Attachment A**.

Alternatively, the Council can amend, omit or propose further changes to the draft *Corporate Emissions Reduction Plan* and subject to these amendments being included, endorse the document.

As the draft Plan has been subject to extensive community consultation and engagement, it is recommended that the Council endorse the draft Plan in its revised format, as attached.

## CONCLUSION

For the Council to achieve its target of "*zero corporate carbon emissions by 2030*" it requires a Plan that outlines an emissions reduction pathway for ongoing measurement, avoidance, reduction and switching its emissions, together with consideration of the purchase of carbon offsets to offset any remaining emissions from its operations. The draft has been informed through submissions received during public consultation and provides the Council with a tailored pathway which is progressive, pragmatic and achievable.



## COMMENTS

Nil.

## RECOMMENDATION

1. That the draft *Corporate Emissions Reduction Plan*, as contained in Attachment A to this report be endorsed.
2. That the Chief Executive Officer be authorised to make editorial changes to the draft *Corporate Emissions Reduction Plan* to make the document suitable for publication and final release.

## **Attachments – Item 11.1**

# Attachment A

## Corporate Emissions Reduction Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**



City of Norwood Payneham & St Peters

# Corporate Emissions Reduction Plan

D Squared Consulting Pty Ltd  
Trading as dsquared  
ACN 159 612 067  
ABN 38 159 612 067

Suite 5, 241 Pirie Street  
Adelaide SA 5000  
T: 0425 870 289  
E: [jacob@dsquaredconsulting.com.au](mailto:jacob@dsquaredconsulting.com.au)  
W: [www.dsquaredconsulting.com.au](http://www.dsquaredconsulting.com.au)

Project Number: 2232



Issue	Date	Change	Checked	Approved
01	03/02/21	First issue for comment	JP	DD
02	10/03/21	Update following feedback	JP	DD
03	17/03/21	Final issue for consultation	JP	DD
04	17/05/21	Final update following community consultation	JP	DD

Our vision is to think beyond the square.

Our mission is to reduce the impact on the environment of our client's actions by providing innovative solutions, challenging perceived thinking, and pushing the boundaries of achievement whilst using all resources in a sustainable way.

We confirm that all work has been undertaken in accordance with our ISO 9001 accredited quality management system.

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## Executive summary

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The following section is a high level graphical executive summary which outlines the key outcomes of the Emissions Reduction Plan for public consultation.



## Introduction

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The City of Norwood Payneham & St Peters recognises that we are experiencing a state of rapid climate change which requires strong action by all levels of government and is committed to improving environmental sustainability outcomes, planning for and mitigating the impacts of climate change and creating a more sustainable community. This is in line with the Council's *CityPlan 2030* which incorporates four key Outcomes of supporting Social Equity, Cultural Vitality, Economic Prosperity and Environmental Sustainability.



As part of the Environmental Sustainability targets in the *CityPlan 2030*, the Council has committed to “achieving zero corporate carbon emissions by 2030” which has led to the development of this Emissions Reduction Plan (the Plan). The target is based on emissions that are in the Council's operational control including electricity, gas, water, transport, waste, supply chains and refrigerants and has been set to demonstrate leadership in climate action.

The Plan builds upon existing achievements, projects and partnerships including implementing the Resilient East Climate Adaptation Plan, Eastern Regional Alliance (ERA) projects such as Waterproofing Eastern Adelaide and working with 9 other councils to increase the procurement of goods with recycled content.

### Emission reduction benefits

Reducing carbon emissions from the Council's corporate operations provides a range of direct and indirect benefits to the Council and to the broader community and supports national and international commitments in working towards mitigating and adapting to the impacts of climate change. Additional benefits include:

- Direct emissions reductions for harmful greenhouse gas (GHG) emissions and related environmental benefits.
- Improved air quality by transitioning away from fossil fuel combustion sources.
- Improvements in economic prosperity through reduced energy and water costs for operations.
- Increased energy and water security by transitioning to distributed and alternative energy and water supplies.
- Improvements to building assets and facilities will also improve amenity for both staff and the community using these facilities.

- Reputational gains from the Council's adoption of a leadership position, making the City of Norwood Payneham & St Peters a more desirable place to visit, live, learn, work, invest and do business.
- Reduced exposure to utility rate changes including electricity, gas, water, and waste.
- Better staff and community health and general wellbeing through improved air and light quality in the Council's facilities.
- Council innovation and exemplary initiatives will educate and pave the way for other parts of the community to follow suit.

## Achievements to date

### Corporate carbon emissions

The Council has implemented a number of environmental sustainability initiatives that work towards zero corporate carbon emissions including:

- Installing solar photovoltaic (PV) systems on existing facilities.
- Monitoring emissions using Trellis since 2012.
- Transitioning streetlights to LED, resulting in a 65% reduction in streetlight CO<sub>2</sub> emissions.
- Implementing energy efficiency upgrades to various Council facilities.
- Introducing e-bikes for staff commute to reduce the use of fleet vehicles.
- Introducing soft plastic recycling at Norwood Town Hall.
- Installing solar PV and battery storage systems on key facilities to maintain emergency management services.
- Committing to the 'Buying it back' pilot with nine other councils to increase the procurement of goods with recycled content.
- Procuring materials and services from local businesses.

### Community emissions

Although not part of this Plan, the Council has also been undertaking a range of projects that affect community emissions including:

- Increasing street trees and vegetation to reduce heat island effect, providing cooler streetscapes and communities.
- Implementing the Sustainable Garden Award program which aims to recognise and celebrate the importance of sustainable gardens and landscapes in the urban environment which also reduces food miles.
- Providing education resources and services to the community to reduce the consumption of resources and waste to landfill.
- Implementing the Resilient East Climate Adaptation Plan.
- Supporting active forms of transport through improved pedestrian and bicycle pathways and improved access to public transport.
- Increasing recycling and landfill diversion rates in collaboration with East Waste.



## Corporate carbon emissions

The baseline corporate carbon emissions profile for the City of Norwood Payneham & St Peters is approximately 1,890 tonnes of carbon dioxide equivalent per year. The baseline emissions profile includes Scope 1, 2 & 3 emissions based on 2018/19 data for the following emissions sources which the Council has been tracking since 2012.

### Energy

Energy is split into electricity and gas which is used to power buildings, facilities and streetlights including hot water and pool heating. Energy is a significant component to the Council's emissions totalling over 68%.

### Transport

Transport includes fuel used in the Council's corporate fleet vehicles, maintenance vehicles and equipment (e.g. tractors and mowers), as well as for a small amount of flights and the use of taxis and Uber.

### Waste

Waste is based on operational waste generated at the Council's facilities and includes landfill, recycling and operational waste generated at the Council's facilities. Community kerbside waste collection is not included however is an important part of the community's emissions.

### Water

Water is supplied by SA Water for mains water and the Eastern Regional Alliance (ERA) Waterproofing the East harvested stormwater scheme and is used for buildings and facilities, swimming pools and to irrigate parks and reserves.

### Supply chain

The Council currently tracks the procurement of A3 and A4 paper and has been purchasing Forest Stewardship Council (FSC), recycled and carbon neutral paper to reduce environmental impacts, as well as reducing the amount of printing. As a result, paper emissions are less than 1% in total.

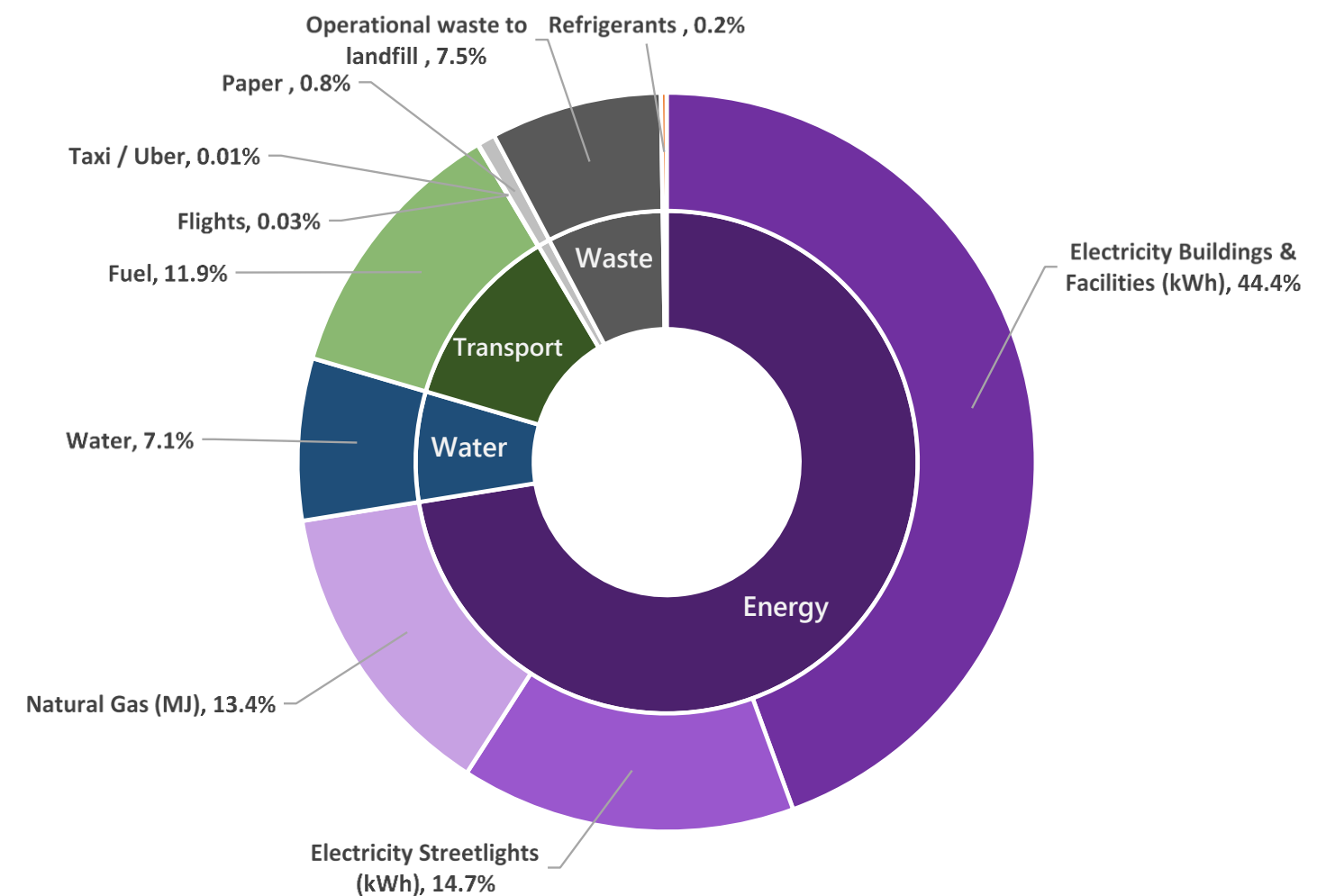
### Refrigerants

Refrigerants are used as a coolant in air-conditioning systems which can leak over time can leak and have a higher Global Warming Potential (GWP) than CO<sub>2</sub>. The Council has been tracking the volume of refrigerants used to re-gas air-conditioners however this equates to less than 1% of total emissions. Refrigerants in fridges and freezers have been excluded in line with the Climate Active Carbon Neutral standards.

### Top 5 emissions

The top 5 emission sources for the Council are electricity, natural gas, transport, waste and water and which equate to over 95% of total emissions and are therefore a focus of this Plan. However, as emission reduction projects are implemented the remaining emission sources become a higher priority as their share increases.

### Emissions profile












Although not included in the above emissions profile, the Council is also tracking emission reduction outcomes achieved as part of the procurement of recycled content, including recycled aggregates and the embodied emissions in materials used for infrastructure works. The Council is committed to reducing embodied emissions and will continue to investigate options for working collaboratively with suppliers to identify alternatives and as part of the procurement of goods and services.

## Emission reduction goals

A holistic review of emission reduction projects has been undertaken to identify priority projects that will have the largest impact on the Council's corporate emissions, while providing a range of social, cultural, economic and environmental benefits. The projects have been assessed against these outcomes in line with the Council's *CityPlan 2030* to ensure projects are implemented that have a range of benefits.

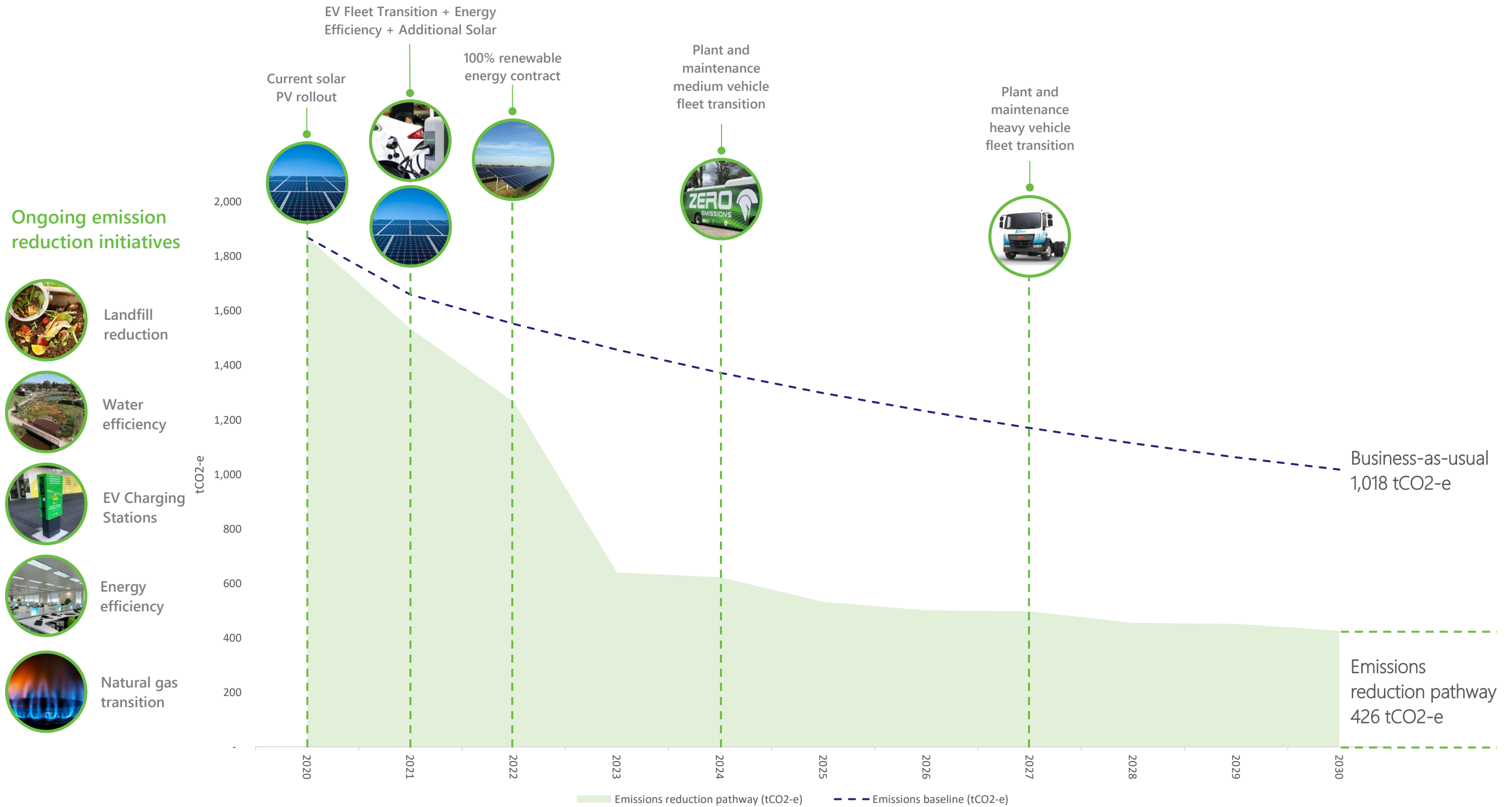
Key emission reduction projects and goals include:

		Short term goal (1-5 years)	Long term goal (5-10 years)
<b>Emissions</b>			
	<b>Emissions reduction</b>	<ul style="list-style-type: none"> <li>&gt;50% corporate carbon emissions reduction by 2025</li> <li>Review Climate Active Carbon Neutral Certification in 2025</li> </ul>	<ul style="list-style-type: none"> <li>Zero corporate carbon emissions by 2030</li> </ul>
<b>Energy</b>			
	<b>Renewable energy</b>	<ul style="list-style-type: none"> <li>&gt;20% onsite renewable energy generation by 2025</li> <li>100% renewable electricity contract from 2023</li> </ul>	
	<b>Energy efficiency</b>	<ul style="list-style-type: none"> <li>10-15% reduction in energy consumption by 2025</li> </ul>	
	<b>Natural gas transition</b>	<ul style="list-style-type: none"> <li>Natural gas consumption reductions to be achieved as part of Swimming Centre refurbishments as a result of water saving improvements.</li> <li>Facility upgrades investigate electrification of systems (hot water and heating) to transition away from natural gas (fossil fuel) from 2021</li> </ul>	<ul style="list-style-type: none"> <li>Zero fossil fuel consumption by 2030</li> <li>Swimming pool heating to be reviewed as part of asset replacement programs.</li> </ul>

		Short term goal (1-5 years)	Long term goal (5-10 years)
<b>Transport</b>			
	<b>Zero emission vehicles</b>	<ul style="list-style-type: none"> <li>Hybrid electric fleet transition starting 2021</li> <li>Zero emissions corporate passenger fleet transition starting from 2025</li> </ul>	<ul style="list-style-type: none"> <li>Zero emissions plant and maintenance vehicles transition from 2025</li> <li>100% zero emissions fleet by 2030</li> </ul>
<b>Waste</b>			
	<b>Landfill waste</b>	<ul style="list-style-type: none"> <li>&gt;10% increase in landfill diversion rates from Council facilities by 2025</li> </ul>	
<b>Water</b>			
	<b>Water efficiency</b>	<ul style="list-style-type: none"> <li>15% reduction in water consumption by 2025</li> </ul>	<ul style="list-style-type: none"> <li>Make better use of water resources including the harvesting and reuse of stormwater</li> </ul>
<b>Supply chain</b>			
	<b>Procurement</b>	<ul style="list-style-type: none"> <li>100% carbon neutral paper procurement from 2021</li> <li>Monitor emissions reduction achievements from recycled content procurement and embodied emission reductions</li> </ul>	<ul style="list-style-type: none"> <li>A year-on-year increase in corporate purchase of products or materials that contain recycled content</li> </ul>
<b>Refrigerants</b>			
	<b>Refrigerants</b>	<ul style="list-style-type: none"> <li>Investigate low Global Warming Potential (GWP) refrigerants for existing and replacement air-conditioning systems</li> </ul>	<ul style="list-style-type: none"> <li>Low GWP refrigerants used in all air-conditioners by 2030</li> </ul>

## Emissions reduction pathway

Based on the above projects and goals, an emissions reduction implementation plan has been developed through to 2030 to clearly outline the Council's emission reduction goals and key project timeframes for implementation. The Council aims to reduce its corporate carbon emissions by over 50% by 2025 compared to the business-as-usual emissions projection and by 2030, the Council will aim to reduce its emissions by over 70%.



## Zero corporate carbon emissions

The Council acknowledges that there will always be emissions associated with its operations that it will be unable to reduce to zero through reduction and efficiency initiatives. As a result, carbon offsets will be required to achieve the target of reaching zero corporate carbon emission by 2030. The Council will investigate offsets that meet a number of additional co-benefits including offsets provided by Australian and South Australian projects, revegetation programs that provide habitat for endangered and threatened species and options for the Council to partner on offset projects with other Councils and organisations. In addition, the Council will investigate tracking its street tree planting program to demonstrate the equivalent amount of carbon emissions that will be captured by this program.

Following the implementation of emission reduction projects and achieving the Council’s initial goal of a greater than 50% reduction in corporate carbon emissions by 2025, the Council will review its carbon profile and consider pursuing full Climate Active Carbon Neutral certification and purchasing carbon offsets at this time. With the inclusion of carbon offsets at either 2025 or 2030, the Council’s carbon emissions profile is modelled as follows.



## Emissions reduction implementation plan

The following emissions reduction implementation plan has been developed to enable the Council to effectively plan for and deliver emission reduction initiatives including supporting actions that the Council can implement.

Emissions reduction initiative	Summary	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
<b>Key Activities</b>											
<b>Onsite Solar PV</b>	Maximise rooftop solar PV at the following facilities: _Norwood Town Hall _St Peters Library _St Peters Child Care Centre _Works Depot _Payneham Library and Community Centre			◆							
<b>Energy efficiency audits and initiatives</b>	Continue to implement energy efficiency upgrades and undertake energy audits of key facilities										
<b>ESD guidelines</b>	Develop ESD guidelines / checklist for new building projects and refurbishments			◆							
<b>Zero emissions fleet transition</b>	Corporate passenger fleet hybrid vehicle transition			◆							
	Corporate passenger fleet hybrid vehicle transition – electric vehicle fleet transition						◆				
	Plant and maintenance - heavy / medium vehicle transition										◆
<b>Electric vehicle charging stations</b>	Electrical infrastructure study (pre-works)	◆									
	Corporate and public EV charging station implementation				◆						
<b>100% renewable energy contract</b>	Work with the LGA Procurement to secure a 100% renewable energy supply to achieve zero emissions electricity			◆							
<b>Increased landfill waste diversion</b>	Implement waste reduction initiatives to reduce waste to landfill from operations						◆				
<b>Water efficiency improvements</b>	Implement water efficiency projects such as irrigation system upgrades and optimisations, upgrading to water efficient taps, toilets, shower heads and fixtures and identifying water leaks.						◆				
<b>Procure Carbon Neutral supplies</b>	Implement procurement procedures where carbon neutral office supplies are mandatory where available (e.g. A4/A3 paper).										
<b>Review Climate Active certification and carbon offsets</b>	Undertake a review of the Council’s emissions profile, carbon offset opportunities and consider pursuing Climate Active Carbon Neutral Certification						◆				

Emissions reduction initiative	Summary	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
<b>Supporting Activities</b>											
<b>Communication and Promotion</b>	Ongoing marketing and communication of the plan and associated projects										
<b>Carbon Neutral Council Events</b>	Investigate opportunities to certify Council run events as Carbon Neutral.				◆						
<b>Develop a Sustainable Procurement Policy</b>	Investigate developing a sustainable procurement policy or working with key teams to include sustainability measures in all procurement processes		◆								
<b>Sustainable Staff Commute Support &amp; Survey</b>	Implement programs to support staff to transition to sustainable and active forms of transport including walking, riding and public transport. Develop an annual staff survey to track staff commute and the transition to low / zero emission modes of transport										
<b>Sustainable behaviour program</b>	Implement a sustainable behaviour program to promote sustainable practices both at work and at home										
<b>Community Emissions Reduction Plan</b>	Investigate a Community Emissions Reduction Plan to reduce community emissions to zero in line with the Council. The Council is already implementing community emission reduction opportunities and will continue to investigate options to support the community in reducing emissions, both at work and at home.					◆					

	Rollout period
◆	Completion year



## 1 Introduction

### 1.1 Purpose

This Emissions Reduction Plan (the Plan) has been prepared to assist the City of Norwood Payneham & St Peters (NPSP) in understanding and managing its current corporate carbon emissions footprint and to set a plan to transition to the CityPlan 2030 target of “zero corporate carbon emissions by 2030”.

The Plan:

- sets out the Council’s goals and targets in managing carbon emissions; analyses emission trends over time; and provides a pathway to achieving zero corporate carbon emissions by 2030.
- establishes a plan to guide Council towards zero corporate carbon emissions while reducing the need to purchase offsets. It includes the identification of a suite of key projects and supporting initiatives to achieve these goals.
- incorporates existing sustainability strategies and initiatives such as the energy efficiency and solar projects undertaken to date, and ongoing policies, that contribute to emissions reduction opportunities.

### 1.2 City of Norwood Payneham & St Peters – Commitments

In November 2019, the Council adopted a motion that recognised that the Council is in a state of rapid climate change which required strong action at all levels of government. This was in response to increased public and Elected Members’ awareness and concerns over climate change and environmental impacts, and the Council’s role in recognising and responding to these impacts.

The motion incorporated a budget submission to develop an emissions reduction plan which was ultimately adopted and led to the development of this Plan.

The Council’s *CityPlan 2030: Shaping Our Future* (CityPlan 2030), endorsed in December 2020, has set a target of achieving “zero corporate carbon emissions by 2030”. This is a clear commitment to reducing the Council’s emissions which will allow the Council to lead by example.

The CityPlan 2030 includes an aspiration for the Council to be:

*‘A leader in environmental sustainability’*

This is supported by environmental sustainability objectives which aim to work towards this aspiration:

- 4.1 Sustainable and efficient management of resources.**
- 4.2 Thriving and healthy habitats for native flora and fauna.**
- 4.3 Sustainable streets and open spaces.**
- 4.4 Mitigating and adapting to the impacts of climate change.**

This Plan has been developed in line with these aspirations and goals while also considering the broader CityPlan 2030 Strategic Planning Framework which utilises a Quadruple Bottom Line Approach to ensure the Council can achieve outcomes that support social, economic, cultural and environmental sustainability (refer Figure 1).



Figure 1: Quadruple Bottom Line approach

### 1.3 City of Norwood Payneham & St Peters – Achievements

The Council has implemented a number of sustainability initiatives that work towards zero corporate carbon emissions which should be celebrated, including:

- Installing solar photovoltaic (PV) systems on existing facilities.
- Monitoring emissions using Trellis since 2012.
- Transitioning streetlights to LED, resulting in a 65% reduction in streetlight CO2 emissions.
- Implementing energy efficiency upgrades at various Council facilities.
- Introducing e-bikes for staff commute to reduce the use of fleet vehicles.
- Introducing soft plastic recycling at Norwood Town Hall.
- Installing solar PV and battery storage systems on key facilities to maintain emergency management services.
- Committing to the ‘Buying it back’ pilot with nine other councils to increase the procurement of goods with recycled content.
- Procuring materials and services from local businesses.

Refer to Appendix A for a graphical timeline of the Council’s achievements.

#### 1.4 Consultation

Ongoing consultation with the Council has been undertaken to ensure a holistic plan is developed which integrates with the Council's existing operations (refer Table 1). Refer to the Appendices for further information.

Table 1: Consultation summary

Consultation Method	Date	Summary
Ongoing team meetings and correspondence	Ongoing	Ongoing meetings and correspondence with project team members have been undertaken to gain feedback and specific information.
Data completeness paper	24/11/20	A data completeness paper was issued to the project team to ensure the emission profile aligned with the Council's expectations for data sources.
Elected Members workshop	14/12/20	An Elected Members workshop was held to provide a summary of the emissions reduction plan process and capture priorities for consideration in the plan.
Staff workshop	16/12/20	A staff workshop was held with key areas including procurement, finance, assets and sustainability.
Project prioritisation workshop	11/02/21	A project prioritisation workshop was held with the project team to review and agree on recommended priority projects for budget approvals.
Community consultation	12/04/21 - 02/05/21	Community consultation was undertaken via an online survey and a community drop-in session held on the 21 <sup>st</sup> April 2021. Community feedback has been incorporated into the plan as agreed with the Council.

## 2 Carbon emissions & neutrality

### 2.1 Defining zero corporate emissions

Carbon accounting is often used as the holistic benchmark of environmental impact as they encompass and reflect the benefits from other sustainability initiatives, such as energy efficiency, water conservation, waste reduction and transport management. Carbon reduction or abatement is the term used to describe actions taken to reduce and/or offset all emissions associated with an activity, in this case all emissions from the Council's corporate activities.

Climate Active, the leading authority in Australia in certifying carbon neutral organisations (formerly National Carbon Offset Standard - NCOS), provides this definition:

*'To become carbon neutral, businesses and organisations calculate the greenhouse gas emissions generated by their activity, such as fuel or electricity use and travel. They reduce these emissions as much as possible by investing in new technology or changing the way they operate. Any remaining emissions can be 'cancelled out' by purchasing carbon offsets.'*

### 2.2 Managing carbon emissions

In order to manage and reduce carbon emissions, it is important to understand the source of these emissions. Figure 2 shows the pathway to understanding and managing carbon emissions.

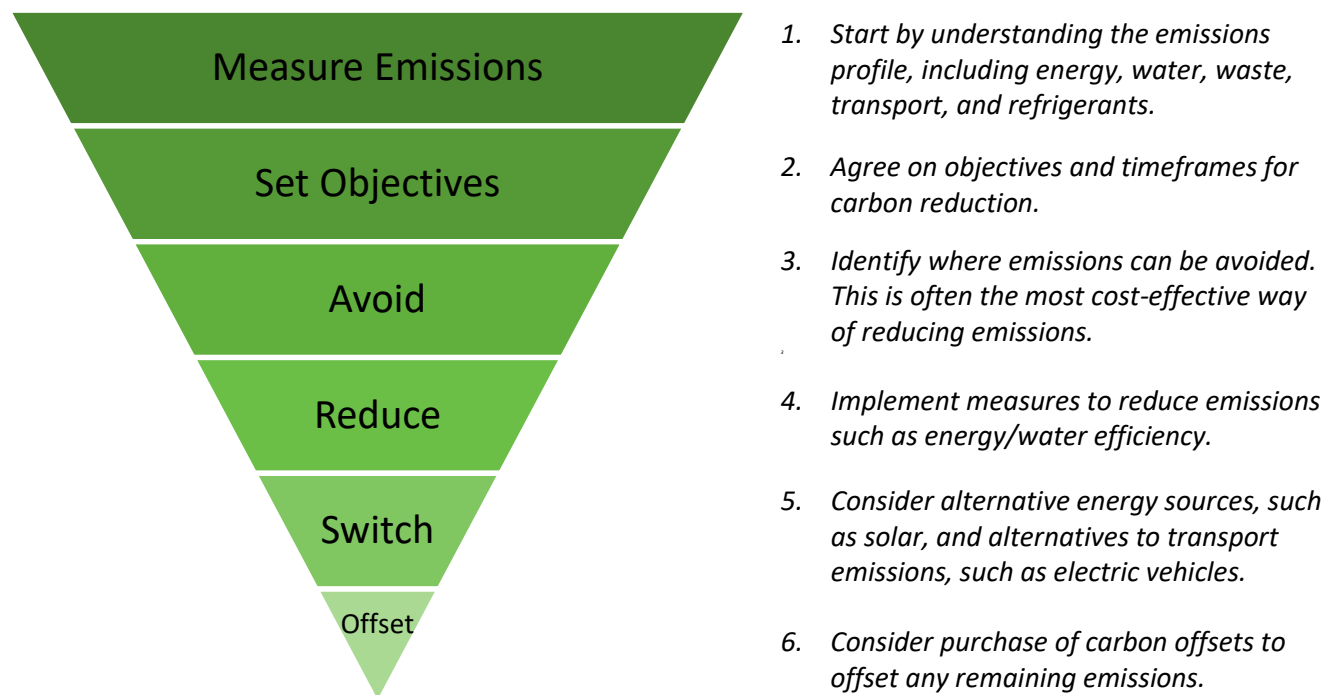


Figure 2: Emissions pathway

### 2.3 Carbon emissions sources

To measure carbon emissions, a defined boundary needs to be set to understand the emissions for which the Council is responsible. Climate Active provides a basis for understanding emissions sources and the Council's control and influence over these sources.

The following corporate emissions should be considered in a Climate Active compliant carbon inventory:

- **Energy** (including lighting, heating and cooling, occupant energy use, plant equipment, other infrastructure and shared services). This includes all energy sources (grid electricity, on-site generated electricity, gas, diesel fuel etc.).
- **Refrigerants** including air conditioning system leakage and replacement and refrigeration systems.
- **Water** consumed, and **wastewater** discharged (including emissions from off-site water treatment).
- **Transport** to and from the organisation (including occupant commuting, occupant travel to and from a place of work, property management vehicles, forklifts, shuttle services etc.).
- **Waste** leaving the organisation (including all waste streams, and emissions associated with off-site waste recycling, processing, combustion, or disposal to landfill).
- **Air travel** for short, medium and long-haul flights including accommodation.
- **Consumables** including food, catering, paper and stationery.

Depending on the level of control that the Council has over the emissions, they fall into various emissions categories and levels of reporting, as shown above and explained further here:

**Scope 1** – direct emissions resulting from the organisation's ownership and control, for example energy generated on site, fuel used in generators and company vehicles.

**Scope 2** – the consumption of electricity generated elsewhere.

**Scope 3** – emissions from electricity consumption and fuel use (indirect emissions from the extraction, production and transport of fuel burned at generation), and emissions from waste, business travel and accommodation, office paper and water use. Other scope 3 emissions sources that may be relevant include staff commuting, food and catering, postage and freight, stationery, office printing, cleaning services, IT services (e.g. data centres) and telecommunication services.

Further information relating to the Climate Active standard, emissions boundaries and the certification process is included Appendix B.

### 2.4 Scope of the Council's corporate carbon emissions

This Plan relates to the Council's corporate carbon emissions, which can be defined as all emissions occurring from activities over which the Council has direct operational control, such as operations within owned and operated buildings, including administration buildings, libraries, depots, etc. It is recognised that the Council also has an influence over emissions in the community, such as community waste collection and community groups using the Council's facilities, however as these Scope 3 emissions are not under 'operational control' they are excluded from the Council's corporate emissions profile.

The Council has a unique position to offer leadership and influence in the wider community, and its ability to influence the emissions in the wider community will be the subject of future investigation.

Figure 3 shows the Council's corporate emissions profile, within its areas of influence.



Figure 3: Carbon emissions boundaries

Projects that the Council is undertaking that affect the community wide emissions include:

- Waste collection services are provided by East Waste, who have implemented a number of landfill waste reduction programs and are trialling an electric waste collection truck, providing carbon neutral transport emissions for waste services in the Council area.
- Ongoing increase in walking and cycling infrastructure to reduce community transport emissions, including streetscape upgrades and implementation of the City-Wide Cycling Plan.
- A regional bulk solar PV procurement project for households (2019).
- Introduction of a shared device mobility framework to allow shared bicycle (including electric bicycle) schemes to operate within the City.

## 2.5 Benefits of carbon reduction

Reducing the carbon from the Council's corporate operations through various policy, efficiency, renewable energy, offsetting and electrification projects delivers a number of direct and indirect benefits to Council and to the broader community. Key benefits include:

- Direct emissions reductions for harmful greenhouse gas (GHG) emissions and related environmental benefits.
- Improved air quality by transitioning away from fossil fuel combustion sources.
- Improvements in economic prosperity through reduced energy and water costs for operations.
- Increased energy and water security by transitioning to distributed and alternative energy and water supplies.
- Improvements to building assets and facilities will also improve amenity for both staff and the community using these facilities.
- Reputational gains from the Council's adoption of a leadership position, making the City of Norwood Payneham & St Peters a more desirable place to visit, live, learn, work, invest and do business.
- Reduced exposure to rate changes including electricity, gas, water, and waste.
- Better staff and community health and general wellbeing through improved air and light quality in facilities.
- The Council's innovation and exemplary initiatives will educate and pave the way for other parts of the community to follow suit.

Refer to Appendix C for a summary of previous emissions data and reduction programs and targets.

### 3 Emission sources

#### 3.1 Introduction

An analysis of the consumption and emissions data from Trellis (carbon accounting tool) and Council reports has been undertaken to develop an emissions profile as per the below. A data completeness review was undertaken during the development of this plan to ensure an agreed baseline was in place (refer Appendix D).

#### 3.2 Electricity consumption

Energy consumption (electricity and gas) was estimated to equate to approximately 30% of the Council’s emissions in 2000/01. An analysis the Trellis data identified that electricity consumption had increased by 10% from 2013/14 to 2018/19, however emissions had reduced by 11% which is due to the increase in renewable energy generation in South Australia.

Table 2: Electricity consumption and emissions

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	+ / -	% change from 13/14 to 18/19
Consumption (MWh)	1,257	1,219	1,313	1,268	1,389	1,377	120	10%
Emissions factor (Scope 2 & 3)	0.65	0.63	0.62	0.61	0.61	0.53		
Emissions – tonnes CO <sub>2</sub> -e (Scope 2 & 3)	817	768	814	774	847	730	-87	-11%

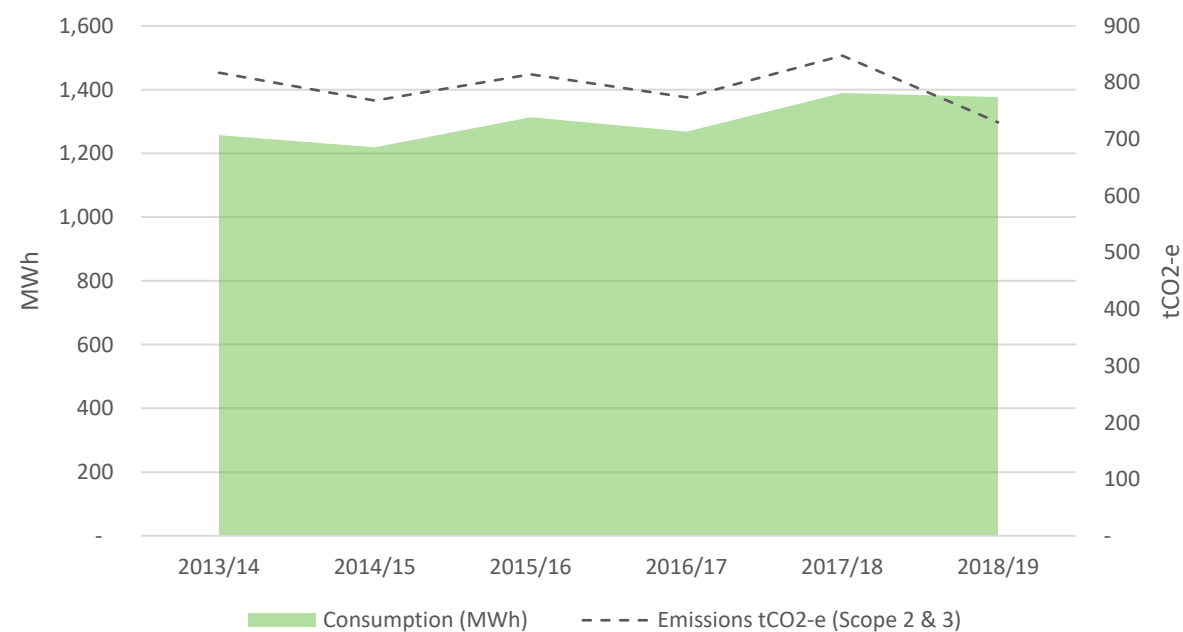


Figure 4: Electricity consumption and emissions

#### 3.2.1 Electricity consumption by top facilities

An analysis of electricity consumption for the Council’s top facilities has been undertaken to identify priority sites for energy efficiency initiatives and to assess the suitability of solar photovoltaic (PV) systems. The analysis has identified that the top 10 council facilities have increased overall consumption by 158MWh from 2013/14 to 2018/19 which is a 14% increase. It should be noted that Payneham Memorial Swimming Pool and Webbe Street Carpark reduced consumption by 19% and 14% respectively.

Table 3: Electricity consumption by top facilities

Facility	2013/14	2018/19	+ / -	%
Norwood Town Hall	455,796	487,882	32,086	7%
Payneham Library & Community Facilities	120,080	123,748	3,668	3%
Norwood Swimming Centre	84,878	101,470	16,592	20%
Payneham Memorial Swimming Pool	91,866	74,293	-17,573	-19%
St Peters Library (incl. total complex)	95,685	171,497	75,812	79%
St Peters Child Care Centre	50,137	52,749	2,612	5%
Webbe Street Carpark	59,145	50,930	-8,215	-14%
NPSP Works Depot	49,816	63,251	13,436	27%
Patterson Sportsground & Clubrooms	43,873	76,923	33,050	75%
Dunstan Grove - Linde Reserve	43,364	49,797	6,433	15%
<b>Total</b>	<b>1,094,639</b>	<b>1,252,540</b>	<b>157,901</b>	<b>14%</b>

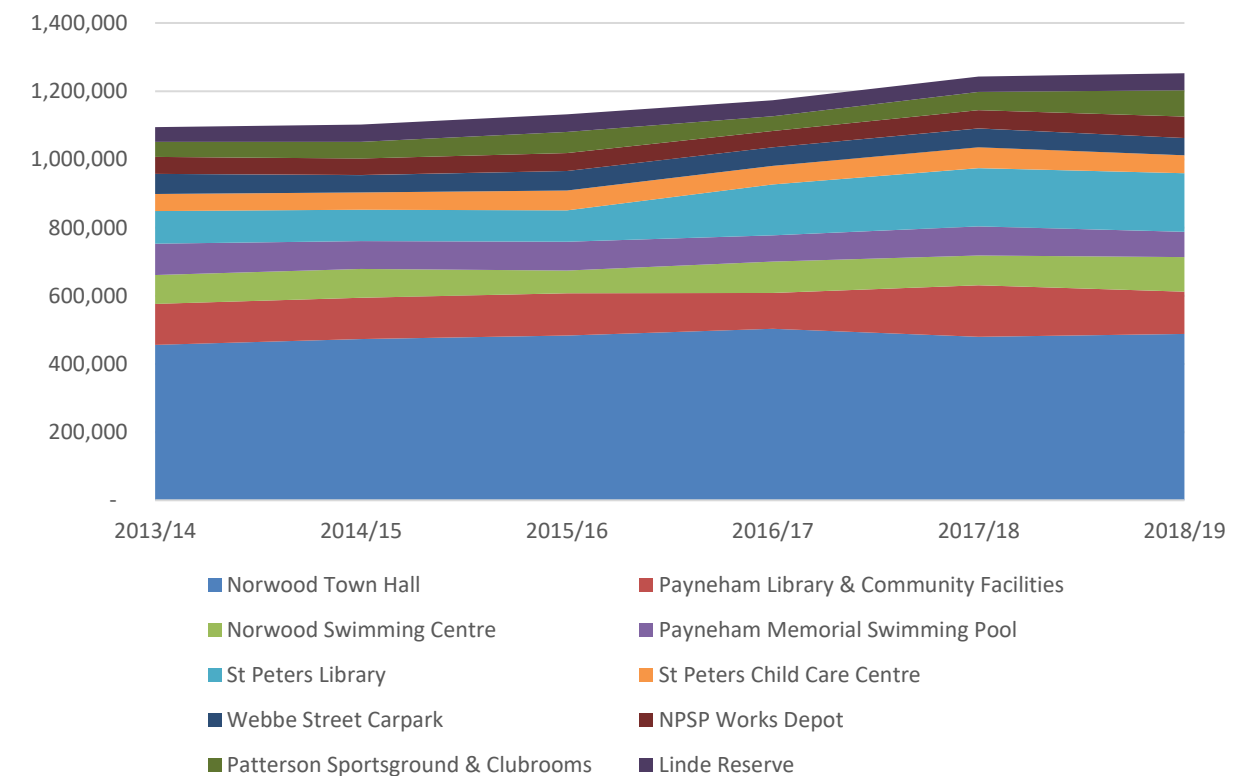


Figure 5: Electricity consumption (MWh) - Top 10 council facilities

Increases in electricity consumption for public facilities is often associated with the installation of air-conditioning and the provision of additional community services which improves indoor environments and provides additional social benefits however increases energy use. However, the energy efficiency of air-conditioning, lighting and appliances has steadily improved and increases in community services are typically offset by energy efficiency improvements.

For the Council’s Swimming Centres, the Council has identified and rectified water leaks which have resulted in the temporary closure of the Swimming Centres which has changed the frequency of use and operating hours. As a result, the energy consumption profiles are not expected to be accurate. The Payneham Memorial and Norwood Swimming Centres Upgrades program is expected to address both energy and water efficiency improvements however will lead to an increase in consumption due to larger facilities and an expected increase in use.

It is recommended that an energy efficiency audit in line with AS/NZS 3598.1:2014 is undertaken at these facilities to identify energy efficiency improvements. This will also assist in ensuring that in the event solar PV systems are installed, they are appropriately sized and match the facility’s optimised demand profile. In addition, Swimming Centres can offer large opportunities to reduce both energy and water consumption and as they are in the top 5 for energy consumption, a holistic audit should be undertaken to identify opportunities.

### 3.2.2 Electricity consumption - streetlights

Electricity consumption associated with streetlights has reduced by 552MWh which equates to a 34% consumption reduction and 29% emissions reduction. Total emissions associated with streetlighting is estimated to be 474 t-CO<sub>2</sub>e. It is expected that additional consumption savings will be realised in 2019/20 as the LED replacement program did not start until September 2018 and therefore only partial consumption reductions would be captured.

Table 4: Electricity consumption - Streetlights

Facility	2015/16	2016/17	2017/18	2018/19	+ / -	% change from 13/14 to 18/19
Electricity consumption (kWh)	1,628,921	1,616,993	1,562,708	1,076,819	-552,102	-34%
Scope 3 Emissions per kWh	0.53	0.51	0.44	0.44	0.53	-
Emissions (Scope 3 tCO <sub>2</sub> -e)	863.33	824.67	687.59	473.80	-293	-34%

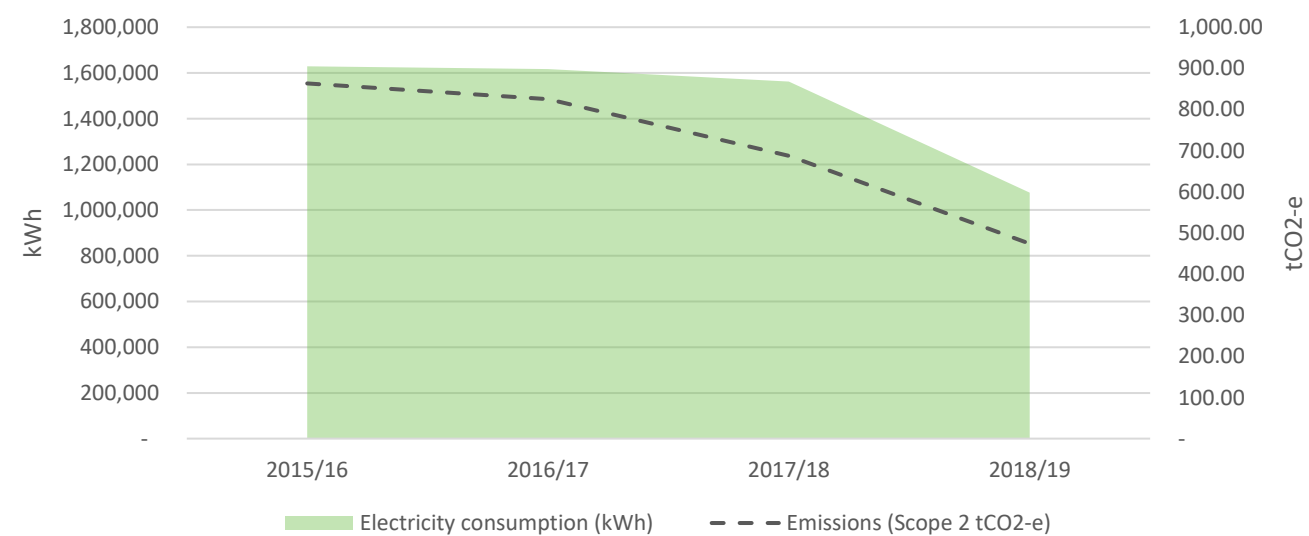


Figure 6: Streetlight electricity consumption and emissions

### 3.3 Natural gas consumption

Energy consumption (electricity and gas) was estimated to equate to approximately 30% of the Council’s emissions in 2000/01. An analysis the Trellis data identified that natural gas consumption had decreased by 40% from 2013/14 to 2018/19 which is a significant reduction. It is likely that the reduction in natural gas consumption resulted in the increase in electricity consumption as older building heating systems (e.g. gas boilers and radiant heaters) have been replaced with electric systems.

Table 5: Natural gas consumption

	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	+ / -	% change from 13/14 to 18/19
Consumption (GJ)	6,774	5,675	3,511	4,792	4,515	4,085	-2,689	-40%
Emissions factor (Scope 3)	10.40	10.40	10.40	10.40	10.40	10.40		
Emissions – tonnes CO <sub>2</sub> -e (Scope 3)	70	59	37	50	47	42	-28	-40%

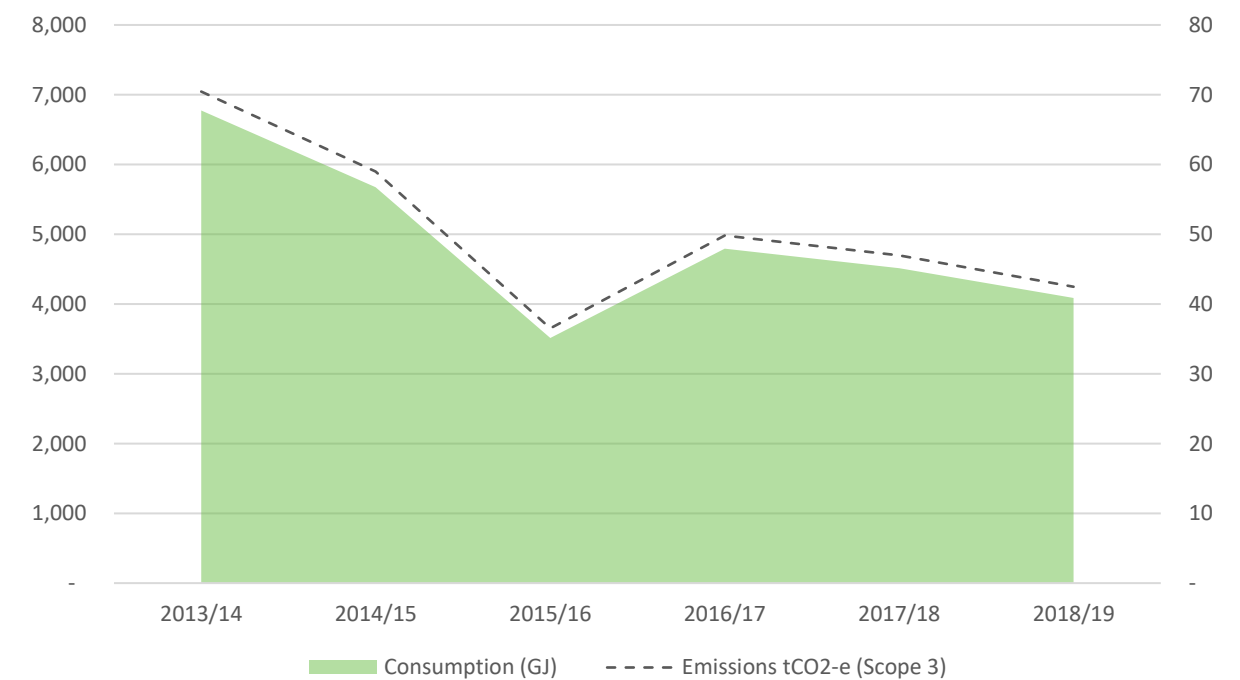


Figure 7: Natural gas consumption (GJ)

It is recommended that opportunities to reduce natural gas consumption or transition to all-electric options are considered due to natural gas being a fossil fuel with associated emissions. Although there are opportunities being explored to reduce the emissions associated with natural gas by utilising green hydrogen, the high percentage of renewables in South Australia currently supports electric options as a lower emissions option.

3.4 Potable water consumption

Water consumption has increased by 763,631kL or 80% from 2016/17 to 2019/20 (refer Figure 8). This is a significant increase in water consumption and at 2020/21 SA Water prices, equates to \$202,485 per annum. Although weather conditions and rainfall impacts irrigation requirements, an 80% increase is beyond typical increases due to weather, which may result in a 20-30% increase in consumption during summer periods of drought and warmer conditions.

Table 6: Water consumption emissions

Facility	2016/17	2017/18	2018/19	2019/20	+ / -	% change from 13/14 to 18/19
Water consumption (kL)	92,428	126,760	154,623	166,059	73,631	80%
Emissions per kL	0.0022578	0.0022578	0.0022578	0.0022578	0.0022578	-
Emissions (tCO2-e)	208.68	286.20	349.11	374.93	166.24	80%

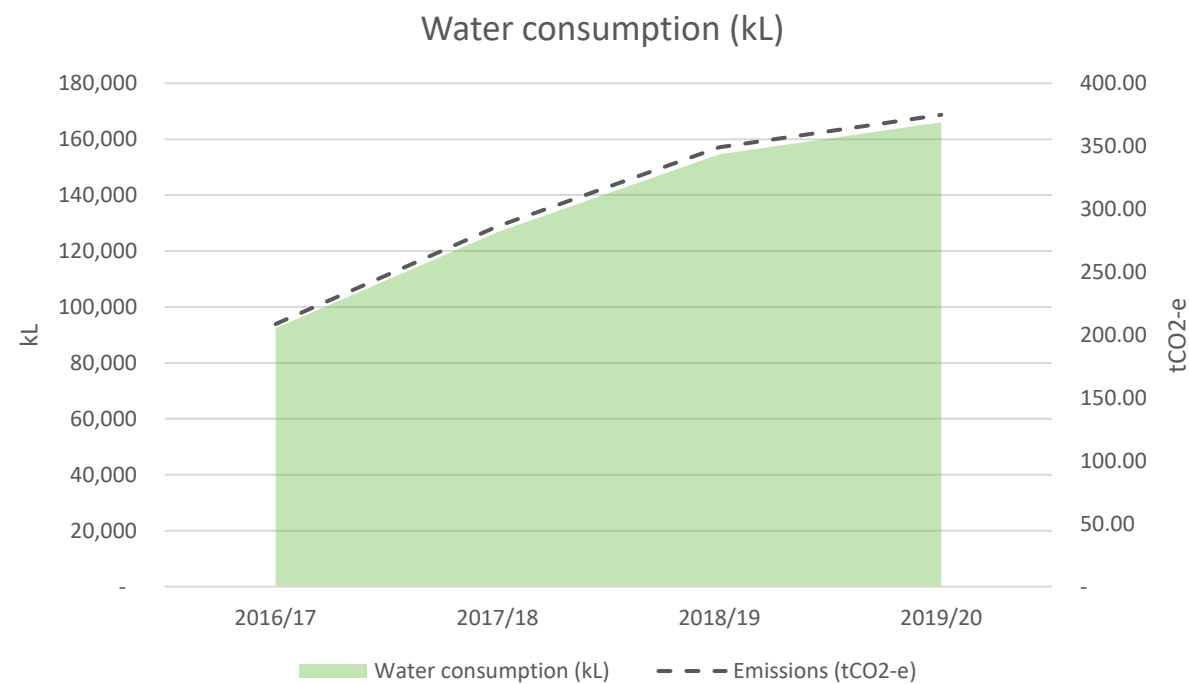


Figure 8: Water consumption (kL) graph

It is expected that the Council’s Swimming Centres would be contributing a large amount to the above water consumption from water usage within the pools, community showering, etc. In addition, the pool structures are old and significant water leaks have already identified by the Council. Due to the Council paying a lower rate than the standard \$3.24 per kL, the financial cost of the leaks is minimised. However, emissions associated with the water consumption should be considered.

Based on a high-level review of reserves and open spaces managed by the Council, there may be an opportunity to improve the efficiency of irrigation systems. In the below images, there are examples of large green patches and doughnut patterns, which tends to indicate inefficient irrigation systems with leaks around sprinkler heads and that the sprinklers are not provided a uniform cover. This may be resulting in increased water consumption to maintain open green space which in turn, would be increasing emissions for the Council.



Figure 9: Patterson Sportsground

Doughnut patterns indicate sprinklers are not providing a uniform cover, resulting in increased water consumption to maintain turf.



Figure 10: Payneham Oval

Large patches of green indicate leaks or uneven sprinkler heads, reducing irrigation system efficiency.



Figure 11: Adey Reserve

Large areas of green versus dry patches indicate that the irrigation system has failed or does not operate in some areas.

Irrigation efficiency and maintaining green open space for community use should also be considered from an urban heat island perspective, with irrigated areas providing areas of respite and lower surface temperatures. The below example is Adey Reserve which compares the surface temperature for green irrigated areas versus dry non-irrigated areas (refer Figure 12). It is recommended water efficiency improvements for open spaces consider both the benefit from reducing consumption and emissions, while also considering opportunities to improve climate resilience by providing areas for community respite. In addition, increasing landscaping and vegetation with drought resistant plantings will assist in reducing water consumption while maintaining community open space.

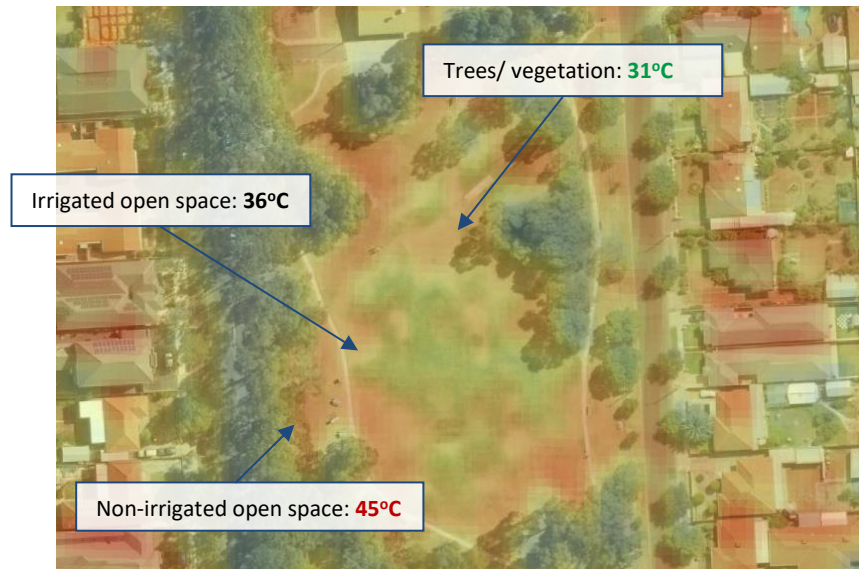


Figure 12: Adey Reserve - Heat mapping

Felixstow Reserve is another example where there is a large difference between turfed open space and the adjacent vegetation and wetlands (refer Figure 13). Note that based on the heat mapping, it appears that the thermal imaging was taken when the open green space was not yet irrigated.

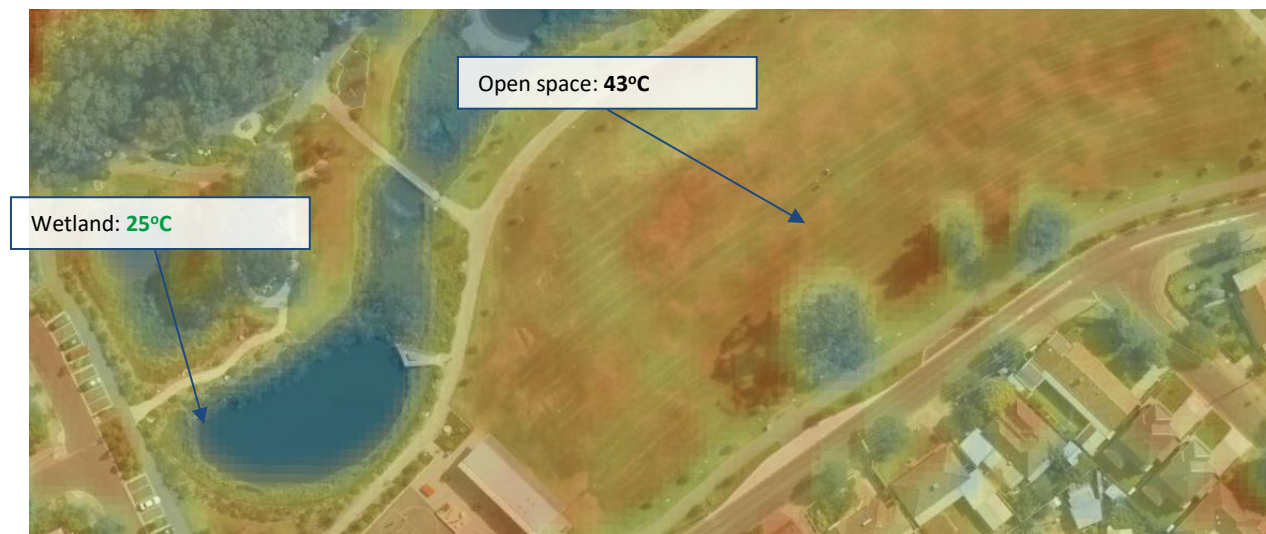


Figure 13: Felixstow Reserve – Heat mapping

### 3.5 Non-potable water consumption

Non-potable water for irrigation is expected to be supplied by the Eastern Regional Alliance (ERA) Aquifer Storage and Recovery (ASR) scheme in the 2020/21 summer period. Although harvested stormwater schemes have a lower filtration and treatment requirement than recycled effluent or mains water, the supply is still required to be treated both naturally (wetland filtration) and mechanically (filtration) prior to being injected into the aquifer and has the same associated pumping requirements for supply. As a result, shifting to ASR has an environmental benefit from reducing the use of Murray River and Murray Darling Basin for irrigation purposes, however has minimal impact on emissions. Therefore, the ASR water has not been excluded from the emissions analysis.

### 3.6 Transport

Transport emissions for the Council’s fleet vehicles are captured in Trellis and have been incorporated in the emissions profile. Note, due to data not being continually uploaded to Trellis, the emissions profile has been based on 2014/15 data and may have changed over time which has not been reflected.

The Council’s fleet currently consists of 20 corporate passenger vehicles for staff and pool vehicle uses. The below table outlines potential hybrid electric and electric vehicle (EV) replacement options based on similar capabilities and sizing. When coupled with a 100% renewable energy supply, EVs have zero emissions associated with both charging and operating the vehicles. The below provides a summary of potential hybrid electric and fully electric vehicles that could potentially replace the Council’s existing fleet. It should be noted that there are new hybrid electric and electric vehicles continually entering the market and replacement options are expected to change throughout the fleet transition stages.

Table 7: Council vehicle fleet and EV replacements

Vehicle/Make	Potential hybrid replacement	Potential EV replacement
<b>URBAN SERVICES CITY ASSETS</b>		
Toyota Camry SX	Toyota Camry Hybrid	Hyundai Ioniq / Kona / MG ZS EV
Toyota Corolla Ascent	Toyota Corolla Hybrid	Hyundai Ioniq / Nissan Leaf
Toyota Corolla Ascent	Toyota Corolla Hybrid	Hyundai Ioniq / Nissan Leaf
Toyota Corolla Ascent	Toyota Corolla Hybrid	Hyundai Ioniq / Nissan Leaf
Toyota Hiace Van	n/a - Transition straight to EV	SEA E4V Delivery Van
Toyota Corolla SX	Toyota Corolla Hybrid	Hyundai Ioniq / Nissan Leaf
<b>URBAN PLANNING &amp; ENVIRONMENT</b>		
Toyota Camry SX	Toyota Camry Hybrid	Hyundai Ioniq / Kona / MG ZS EV
Holden Astra Sportwagon	Mitsubishi Outlander PHEV / Toyota RAV4 GXL Hybrid	Hyundai Kona / MG ZS EV
Toyota Corolla Ascent	Toyota Corolla Hybrid	Hyundai Ioniq / Nissan Leaf
Holden Astra Sportwagon	Mitsubishi Outlander PHEV / Toyota RAV4 GXL Hybrid	Hyundai Kona / MG ZS EV
Holden Astra Sportwagon	Mitsubishi Outlander PHEV / Toyota RAV4 GXL Hybrid	Hyundai Kona / MG ZS EV
<b>GOVERNANCE AND COMMUNITY AFFAIRS</b>		
Toyota Corolla ZR	Toyota Corolla Hybrid	Hyundai Ioniq / Nissan Leaf
Toyota Corolla SX	Toyota Corolla Hybrid	Hyundai Ioniq / Nissan Leaf
Holden Astra Sportwagon	Mitsubishi Outlander PHEV / Toyota RAV4 GXL Hybrid	Hyundai Kona / MG ZS EV



Vehicle/Make	Potential hybrid replacement	Potential EV replacement
Volkswagen Caddy Van	n/a - Transition straight to EV	Renault Kangoo Z.E.
Holden VF 11 Ute	n/a - Transition straight to EV	Renault Kangoo Z.E.
<b>CORPORATE SERVICES</b>		
Toyota Corolla ZR	Toyota Corolla Hybrid	Hyundai Ioniq / Nissan Leaf
<b>CEO'S OFFICE</b>		
Mazda CX 8 Asaki	Toyota Kluger Hybrid Electric 2021	Equivalent EV
Holden Astra Sportwagon	Mitsubishi Outlander PHEV / Toyota RAV4 GXL Hybrid	Hyundai Kona / MG ZS EV
Volkswagen Caddy Van	n/a - Transition straight to EV	Renault Kangoo Z.E.

The Council has elected to implement a staged transition program with a mixture of hybrid electric and fully electric vehicles procured from 2021 and the transition has been incorporated into emissions projections. In addition, the replacement of medium and heavy vehicle replacements has been incorporated from 2025 when new hybrid and full EVs are expected to become more prevalent.

A Low Emissions Fleet Transition Plan has been developed to transition to EVs and plan for the delivery of associated charging infrastructure required for charging and operations. The Council will also continue to work with other providers and partners in seeking to increase the availability of publicly accessible e-vehicle charging stations.

### 3.7 Refrigerants

Refrigerant emissions associated with air-conditioning are captured in Trellis and have been incorporated in the emissions profile based on air-conditioning re-gassing. Due to data being based on actual records of refrigerant re-gassing maintenance records, the administrative and resourcing requirements required to capture and upload refrigerant data can be problematic to manage. However, using an estimate in line industry standards may result in higher emissions being reported than if the Council's air-conditioning systems are appropriately managed and have lower leakage rates.

It is recommended that the Council continue to collate refrigerant re-gas quantities on an annual basis through their maintenance contractor.

### 3.8 Waste to landfill

Waste to landfill data is captured in Trellis; however, includes both community and council operational waste. The Council is serviced by East Waste with a kerbside landfill, co-mingled and organics recycling service provided. Additional specialised waste drop-off servicing including hard rubbish, e-waste, oils, hazardous waste, batteries and paints, sealants and adhesives are also supported by East Waste and the Council.

East Waste have set a target of increasing landfill waste diversion to 70% by 2020 for member councils, however landfill diversion rates for the state reached 84% in 2018/19 and therefore it is expected that East Waste and the Council would be well on the way to reaching this target. It is recommended that the Council continue to work with East Waste to monitor and improve landfill diversion rates.

To enable carbon emissions to be calculated for the Council operations, total building area (m<sup>2</sup>) has been used to calculate an annual waste generation figure based on the City of Sydney's *Guidelines for Waste Management in New*

*Developments.* The building area captured in the Council's Building and Reserve Asset Register has been used to calculate annual waste volumes and has been incorporated into the below emissions profile. As some of these assets are not occupied as per the City of Sydney benchmarks, a realistic assessment of operation hours has been assumed.

For the Council's operations, it is recommended that waste management initiatives are implemented to increase landfill diversion rates and reduce contamination which has been identified as a key issue by East Waste across all councils. It is also recommended that the Council tracks operational waste separate to community waste to provide more accurate data on its corporate carbon emissions. For example, install RFID chips in operational bins so that East Waste can capture and report the data.

### 3.9 Supply chain

The Council currently tracks the purchase of A4 and A3 paper used in corporate offices which is captured in Trellis. The Council has been transitioning to carbon neutral and 100% recycled paper options and it is recommended that this is mandated from 2021.

In addition, the Council is actively involved in projects that aim to increase the procurement of recycled content, including considering emission reduction opportunities by procuring materials with reduced embodied emissions for infrastructure works. The Council currently monitors these programs and will continue to investigate opportunities to reduce embodied emissions as part of its procurement policies and specifications.

4 Emissions profile

4.1 Introduction

The following section outlines the emissions profile for the Council to use as a baseline to work towards the Council’s target of zero corporate carbon emissions by 2030.

4.2 Corporate carbon emissions profile

The following section outlines the combined emissions profile for the Council based on the above analysis.

Table 8: Emissions summary

Category	Sub-category	Emissions (t CO2-e)	%
<b>Energy</b>	Electricity Buildings & Facilities	840	44.4%
	Electricity Streetlights	277	14.7%
	Natural Gas	42	13.4%
<b>Water</b>	Water	134	7.1%
<b>Transport</b>	Fuel	225	11.9%
	Flights	0.5	0.03%
	Taxi / Uber	0.1	0.01%
<b>Supply chain</b>	Paper	14.6	0.8%
<b>Waste &amp; Resources</b>	Operational waste to landfill	142	7.5%
<b>Fugitive emissions</b>	Refrigerants	4.7	0.2%
<b>Total (tCO2-e)</b>		<b>1,890</b>	<b>100%</b>

Refer to below graphs for a graphical summary of the Council’s emissions profile which demonstrate that energy is a significant portion of the Council’s emissions and should be a priority for implementing emissions reduction projects. (refer Figure 14 and Figure 15).

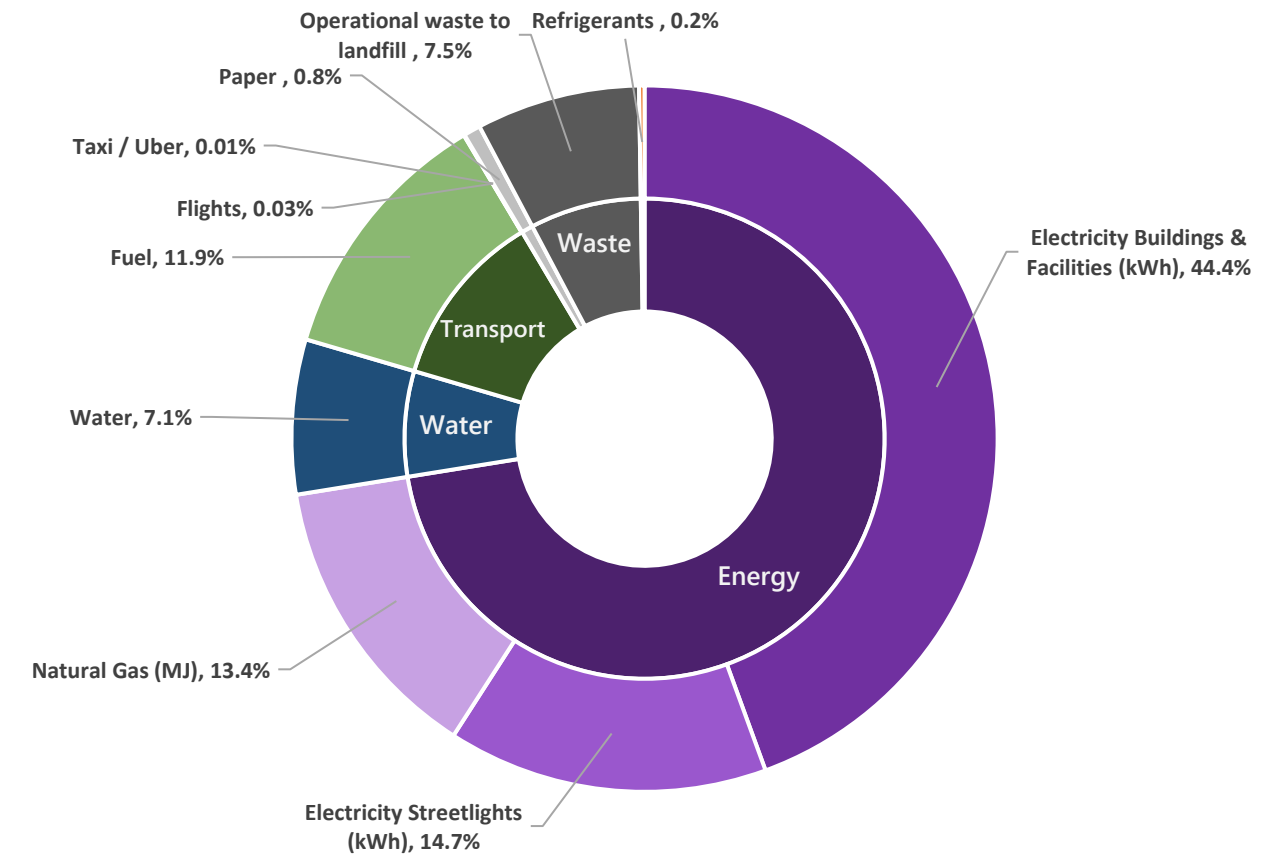


Figure 14: Emissions profile graph

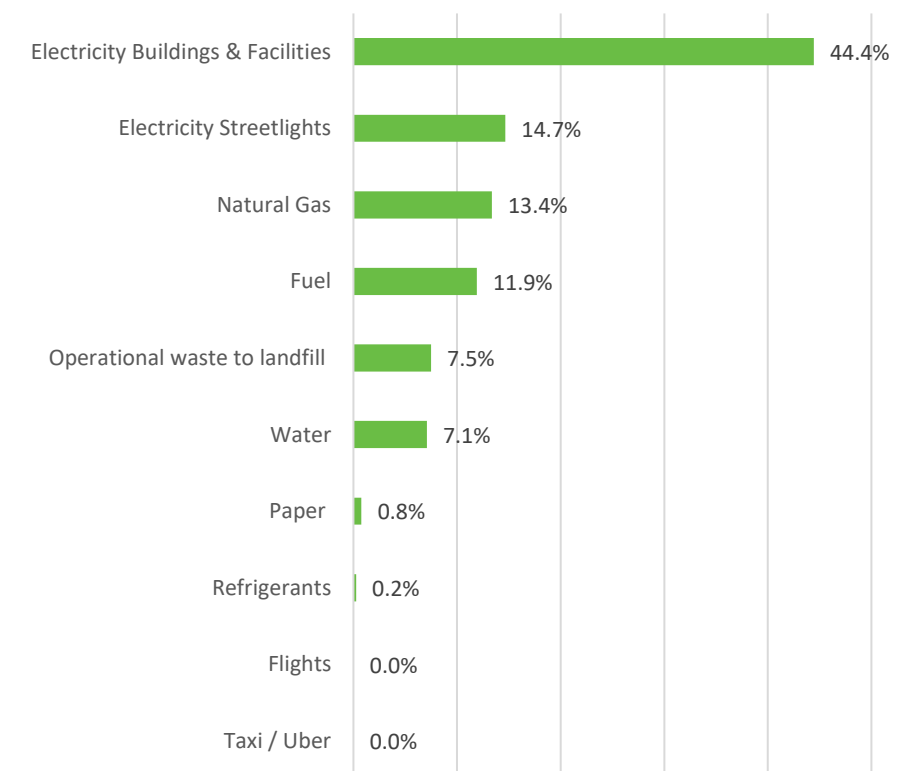


Figure 15: Emissions profile bar graph

#### 4.3 Emissions projections

Based on the above emissions profile, the Council's emissions have been projected out to 2030 in line with existing government commitments to provide a baseline.

The projections are based on the following with no additional emission reduction measures implemented by the Council:

- Renewable energy projections for South Australia which are the main driver for emissions reduction over time. Renewables are expected to reach over 75% by 2025 and over 90% by 2030, with some projections expecting >100% renewables by 2030.
- Electric vehicle (EV) uptake projections for Australia.
- Landfill waste diversion reducing marginally from 2020-2030 and then stabilising:
  - Landfill diversion was 84% in 2018/19. A 90% landfill diversion rate has been set for 2030.
- Vehicle efficiency (internal combustion engine vehicles) have been projected to increase marginally prior to being replaced by hybrid vehicles and EVs.
- Water emissions are projected to remain constant.

## 5 Emissions reduction projects

### 5.1 Introduction

A detailed review of the Council’s existing projects and opportunities to reduce carbon emissions has been undertaken with the following emission reduction projects identified for implementation.

### 5.2 Approach to project assessment

In line with the Council’s Quadruple Bottom Line based approach, emission reduction projects have been assessed based on their social, cultural, economic and environmental impact. This is to ensure an optimal suite of capital and non-capital initiatives are implemented that will help the Council achieve its zero corporate carbon emissions goal by 2030 while also contributing to other priorities.

Each project has been reviewed with the following considerations in mind:

- Key benefits, including primary benefits of carbon abatement, but also social and economic benefits.
- Initial capital cost.
- Operations and maintenance considerations.
- Simple payback.
- Timeframes for planning and implementation (to inform the Plan).
- Key risks and other considerations.

### 5.3 Emission reduction projects

The below provides a summary of the emissions reduction projects identified for implementation (refer to Appendix E for a detailed summary table).

Table 9: Emission reduction projects

Emissions Reduction Initiative	Summary	Total emissions reduction potential %	Timing
<b>Direct emissions reduction initiatives</b>			
<b>Onsite Solar PV</b>	Maximise rooftop solar PV at the following facilities: _Norwood Town Hall _Payneham Library and Community Centre _St Peters Library _St Peters Child Care Centre _Works Depot	<b>15%</b>	1-2 years
<b>Energy efficiency audits and initiatives</b>	Undertake energy efficiency audits and implement efficiency recommendations. Key initiatives could include LED lighting upgrades, air-conditioning replacements, appliance upgrades, insulation, shading and glazing upgrades and building sealing.	<b>3-5% per annum over 5 years</b>	1-2 years

Emissions Reduction Initiative	Summary	Total emissions reduction potential %	Timing
<b>ESD guidelines – new builds and refurbishments</b>	Implement ESD guidelines for all new buildings and refurbishments to increase resource efficiencies and reduce emissions.	<b>3-5% reduction per project</b>	1 year
<b>Zero emissions fleet transition</b>	Transition existing fleet to zero or low emission options including hybrid electric and electric vehicles. Refer EV Fleet Transition paper.	<b>10-15%</b>	Transition begins immediately
<b>Electric vehicle charging stations</b>	Install EV charging stations at key facilities to support zero emission fleet transition. Refer EV Fleet Transition paper.	<b>0% but required to support EVs</b>	1-2 years
<b>100% renewable energy contract</b>	Support a 100% renewable energy contract as part of Local Government Association (LGA) negotiations to support both building and EV fleet consumption. Expected implementation in 2023.	<b>&gt;25% (Following Solar PV rollout)</b>	2 years
<b>Increased landfill waste diversion</b>	Increase waste diversion rates through improved waste management practices. Key initiatives could include new waste infrastructure (internal bins and signage), implementing procurement guidelines to avoid/reuse and staff training sessions.	<b>1-2%</b>	1-5 years
<b>Water efficiency improvements</b>	Undertake water efficiency audits of facilities and reserves to reduce water consumption. Key initiatives could include irrigation system upgrades and optimisations, upgrading to water efficient taps, toilets, shower heads and fixtures and identifying water leaks.	<b>1-2%</b>	<b>Trial:</b> Immediately 1-2 years
<b>Procure Carbon Neutral supplies</b>	Implement procurement procedures where carbon neutral office supplies are mandatory where available (e.g. A4/A3 paper).	<b>&lt;1%</b>	Immediately
<b>Total potential emissions reduction</b>		<b>Up to 70% compared to 2018/19 emissions profile</b>	
<b>Supporting emissions reduction initiatives</b>			
<b>Communication and Promotion</b>	Ongoing marketing and communication of the plan and associated projects.	<b>n/a</b>	Ongoing

Emissions Reduction Initiative	Summary	Total emissions reduction potential %	Timing
<b>Sustainable staff commute &amp; survey</b>	Implement programs to support staff to transition to sustainable and active forms of transport including walking, riding and public transport. Develop an annual staff survey to track staff commute and the transition to low / zero emission modes of transport	n/a	Ongoing
<b>Natural gas transition</b>	Incorporate an assessment of transitioning to all-electric for facilities as part of energy efficiency improvements, refurbishments and new construction projects. Investigate transitioning natural gas building systems (heating/hot water) to all-electric by 2030. Investigate transitioning pools to all-electric as part of refurbishments	<b>Natural gas = 13% of emissions</b>	Ongoing
<b>Carbon neutral certification</b>	Investigate developing a full carbon inventory in line with Climate Active standards and becoming certified carbon neutral. To be reviewed following emission reduction measures being implemented.	n/a	Review in 2025
<b>Community Carbon Neutral Plan</b>	Develop full carbon inventory in line with Climate Active standards and become certified carbon neutral.	n/a	Review in 2025
<b>Carbon Neutral Council Events</b>	Investigate Climate Active Carbon Neutral events to showcase actions being undertaken by the Council.	n/a	From 2022/23
<b>Develop a Sustainable Procurement Policy</b>	Investigate developing a sustainable procurement policy or working with key teams to include sustainability measures in all procurement processes	n/a	From 2021
<b>Sustainable behaviour program</b>	Implement a sustainable behaviour program to promote sustainable practices both at work and at home	n/a	Ongoing

5.4 Emissions reduction projections

The above emissions reduction projects have been projected out to 2030 to develop an implementation program and roadmap for the Council. The projections demonstrate that following the implementation of the above projects, there is an opportunity for the Council to reduce corporate emissions by over 50% by 2025 and over 70% by 2030.

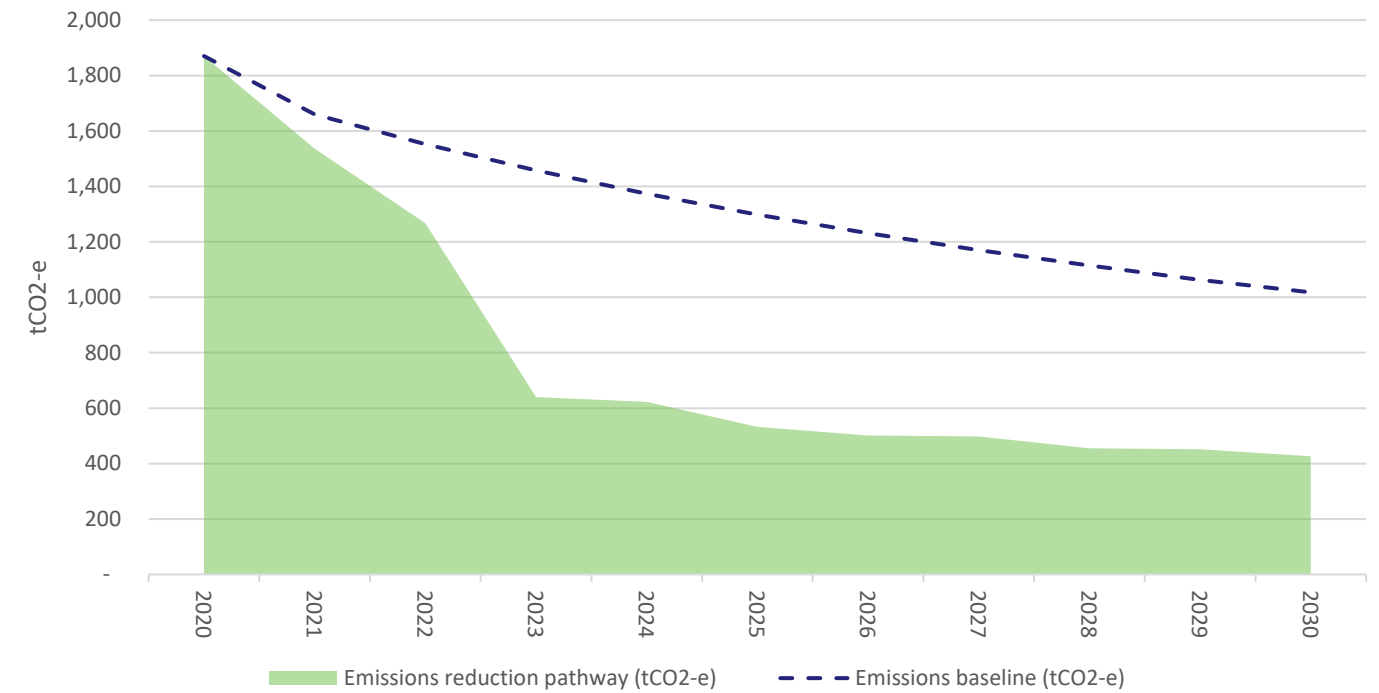
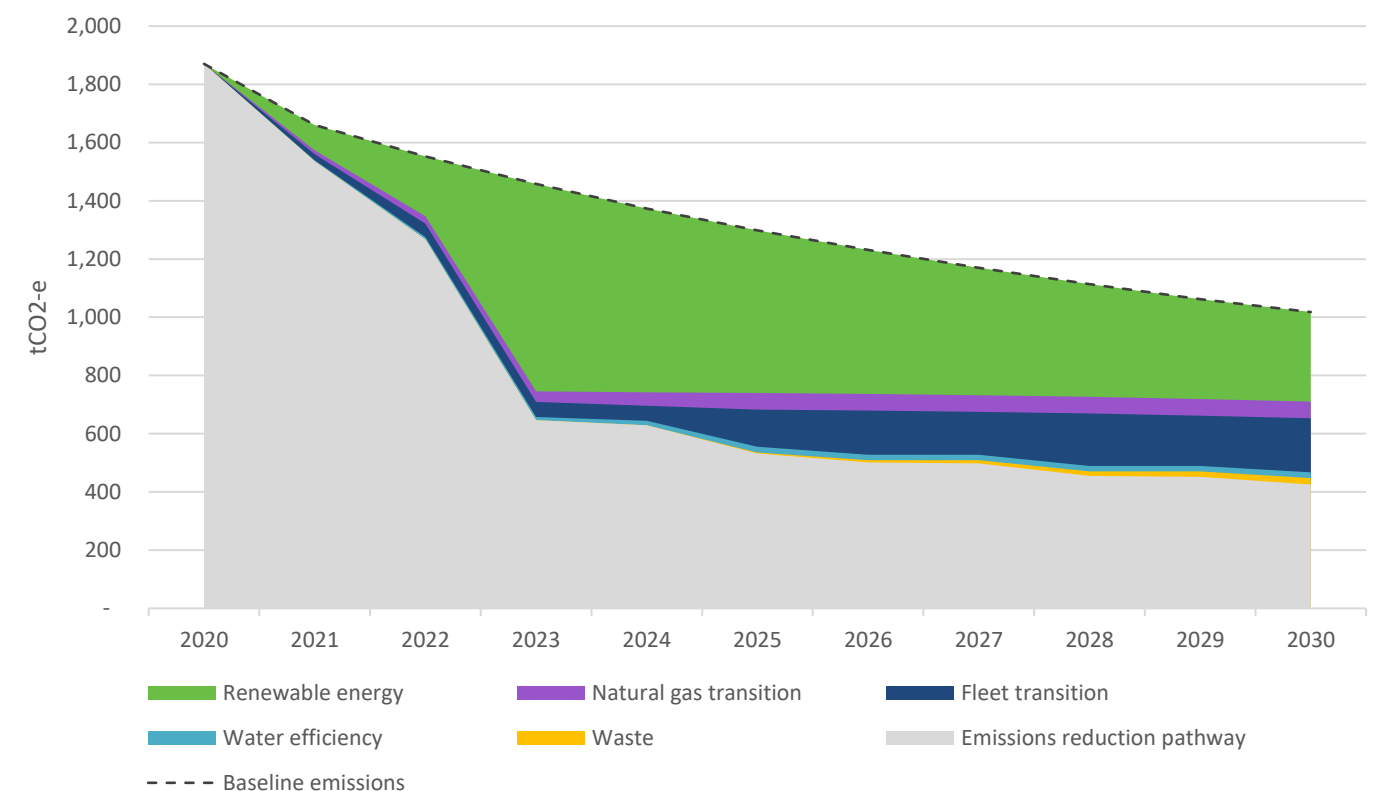


Figure 16: Emission reduction pathway

The below graph demonstrates the relative impact of the main emissions reduction projects outlined in this plan



### 5.5 Financial analysis

A financial analysis of emission reduction projects has been undertaken to ensure that the initiatives support the Council's operations and demonstrate the efficient use of the Council's budget. The analysis has also incorporated the Council's quadruple bottom line approach with the social, cultural, environmental and economic impacts considered.

Emissions Reduction Initiative	Summary	Capital investment	Operational saving	Payback
<b>Direct emissions reduction initiatives</b>				
<b>Onsite Solar PV</b>	Maximise rooftop solar PV at the following facilities: _Norwood Town Hall (already budgeted / underway) _Payneham Library and Community Centre _St Peters Library _St Peters Child Care Centre _Works Depot	<b>\$256,500</b>	\$66,673	4
<b>Energy efficiency audits and initiatives</b>	Undertake energy efficiency audits and implement efficiency recommendations.  Key initiatives could include LED lighting upgrades, air-conditioning replacements, appliance upgrades, insulation, shading and glazing upgrades and building sealing.	<b>\$2,000 per facility (Level 1 Energy Audit)</b>	TBC – Per project	TBC – Per project
<b>ESD guidelines – new builds and refurbishments</b>	Implement ESD guidelines for all new buildings and refurbishments to increase resource efficiencies and reduce emissions.	<b>\$8,000-\$10,000</b>	TBC – Per project. (3-5% operational saving per project possible)	TBC – Per project
<b>Zero emissions fleet transition</b>	Corporate passenger fleet hybrid vehicle transition	<b>20-30% increase in upfront capital</b>	20-30% decrease in running costs	5-year return on investment
	Corporate passenger fleet hybrid vehicle transition – electric vehicle fleet transition	EV prices to be monitored and confirmed over the next 2-3 years. New models and price reductions are expected in this timeframe.		
	Plant and maintenance - Heavy / medium vehicle transition			
<b>Electric vehicle charging stations</b>	Undertake electrical infrastructure review	<b>\$25,000- 30,000</b>		
	Install EV charging stations at key facilities to support zero emission fleet transition.	<b>\$100,000</b>	n/a	n/a

Emissions Reduction Initiative	Summary	Capital investment	Operational saving	Payback
<b>100% renewable energy contract</b>	Support a 100% renewable energy contract as part of Local Government Association (LGA) negotiations to support both building and EV fleet consumption. Expected implementation in 2023.	n/a	Reduction in electricity costs expected	n/a
<b>Increased landfill waste diversion</b>	Increase waste diversion rates through improved waste management practices. Key initiatives could include new waste infrastructure (internal bins and signage), implementing procurement guidelines to avoid/reuse and staff training sessions.	n/a		
<b>Water efficiency improvements</b>	Undertake water efficiency audits of facilities and reserves to reduce water consumption.  Key initiatives could include irrigation system upgrades and optimisations, upgrading to water efficient taps, toilets, shower heads and fixtures and identifying water leaks.	<b>\$2,000 per reserve</b>  (Can incorporate water efficiency for Council facilities in energy audits)	TBC – Per site	TBC
<b>Procure Carbon Neutral supplies</b>	Implement procurement procedures where carbon neutral office supplies are mandatory where available (e.g. A4/A3 paper).	n/a – Minimal cost difference and already in place for most paper supplies		
<b>Supporting emissions reduction initiatives</b>				
<b>Communication and Promotion</b>	Ongoing marketing and communication of the plan and associated projects. Includes graphic design improvements (if required)	<b>\$5,000</b>	n/a	n/a
<b>Sustainable staff commute &amp; survey</b>	Implement programs to support staff to transition to sustainable and active forms of transport including walking, riding and public transport.  Develop an annual staff survey to track staff commute and the transition to low / zero emission modes of transport	n/a	n/a	n/a
<b>Natural gas transition</b>	Incorporate an assessment of transitioning to all-electric for facilities as part of energy efficiency improvements, refurbishments and new construction projects.  Investigate transitioning natural gas building systems (heating/hot water) to all-electric by 2030. Investigate transitioning pools to all-electric as part of refurbishments	TBC – Per project		

Emissions Reduction Initiative	Summary	Capital investment	Operational saving	Payback
<b>Carbon neutral certification</b>	Investigate developing a full carbon inventory in line with Climate Active standards and becoming certified carbon neutral. To be reviewed following emission reduction measures being implemented.	<b>\$8,000 Climate Active fee + Consultant fees</b>	n/a	n/a
<b>Community Emissions Reduction Plan</b>	Investigate a Community Emissions Reduction Plan to reduce community emissions in line with the Council.	<b>TBC - Review in 2025</b>		
<b>Carbon Neutral Council Events</b>	Investigate Climate Active Carbon Neutral events to showcase actions being undertaken by the Council.	<b>TBC – Per event</b>	n/a	n/a
<b>Develop a Sustainable Procurement Policy</b>	Investigate developing a sustainable procurement policy or working with key teams to include sustainability measures in all procurement processes	<b>n/a – Can be developed within existing resources</b>		
<b>Sustainable behaviour program</b>	Implement a sustainable behaviour program to promote sustainable practices both at work and at home	<b>n/a – Can be developed within existing resources</b>		

Refer to Appendix E for a summary of the assessment.

### 5.6 Carbon offsets

Climate Active provides a list of eligible offset units under the Carbon Neutral standard’s rules, to ensure genuine and credible emission reductions. These include but are not limited to Australian Carbon Credit Unit (ACCUs), Verified Carbon Standard (VCS) and The Gold Standard offsets.

Under the Climate Active standards, any remaining emissions left after emission management and reduction projects must be offset by purchasing carbon offsets (also known as carbon credits). These offsets are generated when reduction in carbon is made elsewhere to compensate for the carbon emissions generated by the Council.

Until recently, there were very few carbon offset projects in South Australia, making it difficult to buy local offsets. However, Australian and overseas approved offsets are available, in support of forestry, agriculture and renewable energy projects.

The cost of offset unit purchase is variable and market dependent. As a result, the price fluctuates depending upon the availability of the standard of offset required, the market demand at the time the purchase needs to be made, and the quantity of offsets required to be purchased. As demand increases and availability decreases, the price increases. The price also decreases as the quantity required increases. Essentially, basic supply and demand principles apply.

The current market price range for accredited Grade A carbon offset units that support Australian projects ranges from \$15/tonne to \$38/tonne. Based on projections undertaken by the Australian Government Treasury Report on Carbon Pricing advises that the current carbon offset range for Australia is a core price of \$20/tonne, and a high price of \$62/tonne. The Treasury modelling undertaken indicates that as the demand for carbon offset units increases over time, availability will decrease, and the price will therefore increase accordingly. Figure 17 provides a graph of carbon price projections which have been updated to reflect current prices compared to the original Treasury projections.

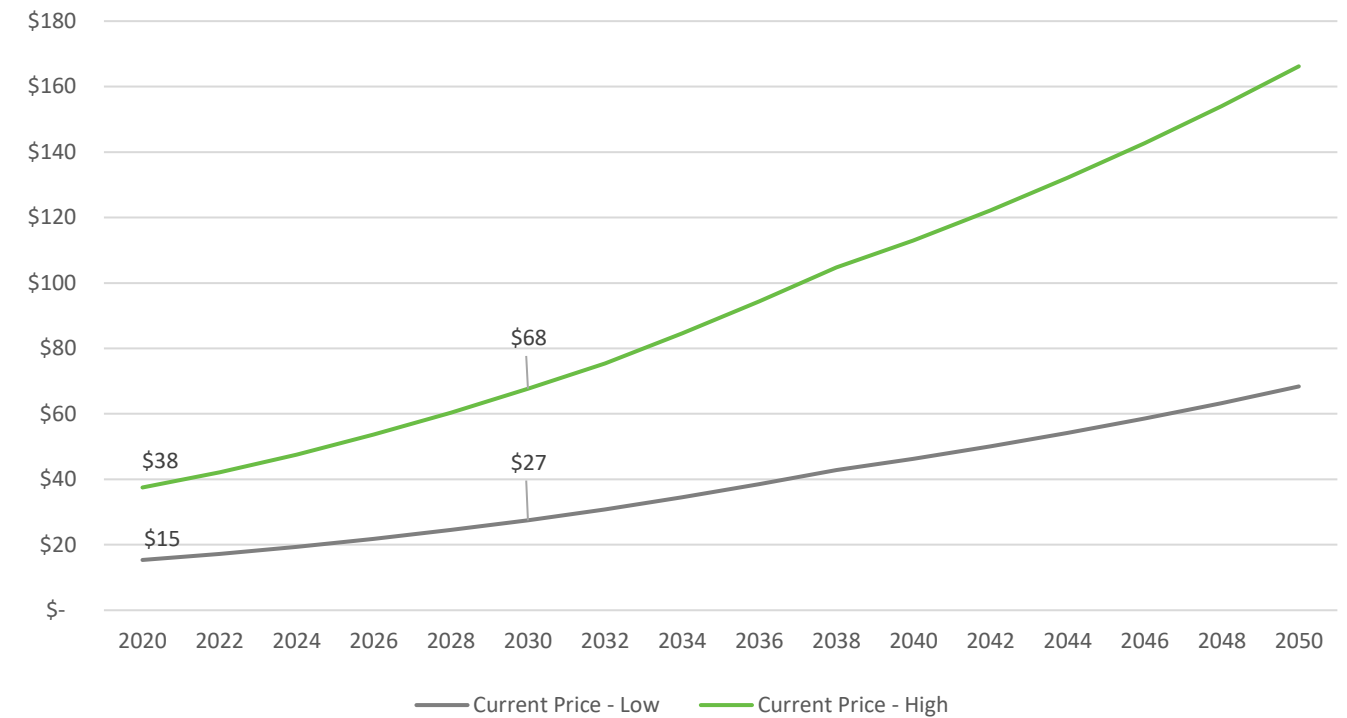


Figure 17: Carbon offset price projections

### 5.7 Carbon offset examples

#### Carbon Offset Projects – Case Studies

Australia’s largest accredited biodiversity offset is the Yarra Biodiversity Corridor Offset, a revegetation project located 400 km north of Perth. Managed by ‘Carbon Neutral Consultants’, this project involved planting seedlings in the wheatbelt region, to revegetate formerly cleared land.

<https://carbonneutral.com.au/yarra-yarra-biodiversity-corridor/>

In Tasmania, a large area of old growth forest previously designated for logging has been protected as a biodiversity forest, called the New Leaf Carbon Project. 28,000 hectares have been protected, and many companies, including Virgin Australia, buy carbon offsets from this project.

<http://marketplace.carbonmarketinstitute.org/new-leaf-carbon-project-2/>

The Department of Environment and Water (DEW) has been working on biodiversity projects to produce SA carbon offsets, including the Kangaroo Island Biodiverse Carbon Credit Pilot Project and an area of revegetation on the River Murray. The recent extension of Charlestown Conservation Park in the Adelaide Hills has been registered as a carbon conservation park with the Clean Energy Regulator, with the purpose of generating carbon offset credits through sequestration. It is difficult to obtain published information on these projects, however DEW has indicated that there may be opportunities for partnership with local organisations to create additional local biodiversity offsets. We recommend that further consultation is undertaken with DEW and SA Department of Premier and Cabinet to gain further clarity on what may be possible going forward.

### Carbon Sequestration in Trees

Planting of trees is an excellent way of sequestering carbon from the atmosphere. The Council has an active tree planting program, and there are obvious environmental benefits from this. If the Council were to attempt to plant an area to sequester all of the Council’s corporate emissions, approximately 20,000 trees would need to be planted.

However, it should be noted that there is no way to verify the carbon offsets (or credits) from a planted area such as this without registering it as a carbon offset project, and there is no clear pathway to do this currently in Australia. Only approved carbon offsets can count towards a carbon neutral claim, or certification under Climate Active. It is important to note that tree planting is an excellent environmental initiative for many other reasons than contributing to carbon offsets, such as reducing heat island effect, increased biodiversity, etc., and should be considered as part of the wider environmental planning for the Council area.

The Department of Environment and Water (DEW) is currently operating biodiversity projects as carbon offsets, and it is possible that a partnership may be able to generate approved offsets. Alternatively, the Council could look to purchase established and approved biodiversity offsets elsewhere to support planting and reforestation projects in other places.

### 5.8 Zero emission pathways

Following confirmation of the preferred pathway for carbon offsets, the below is an example of the Council achieving zero corporate carbon emissions in either 2025 or 2030. Based on the above carbon offset price projections, the annual cost of carbon offsets is expected to range from approximately \$8,000 in 2025 or \$12,000 in 2030 based on low price projections (refer Figure 17).

### 5.9 Community emissions

Although outside of the scope of this document, it is recommended that the Council continue to implement community emission reduction programs and consider developing a Community Emission Reduction Plan which outlines key actions that the Council can take to support the community in reducing emissions. A Community Emissions Reduction Plan has been incorporated into the below implementation plan as an ongoing initiative with a milestone of 2024/25 for the Council to consider developing a formal plan. However, based on community consultation, it is expected that community emissions may become a higher priority in a shorter timeframe due to the scale of community emissions compared to the Council’s corporate emissions.

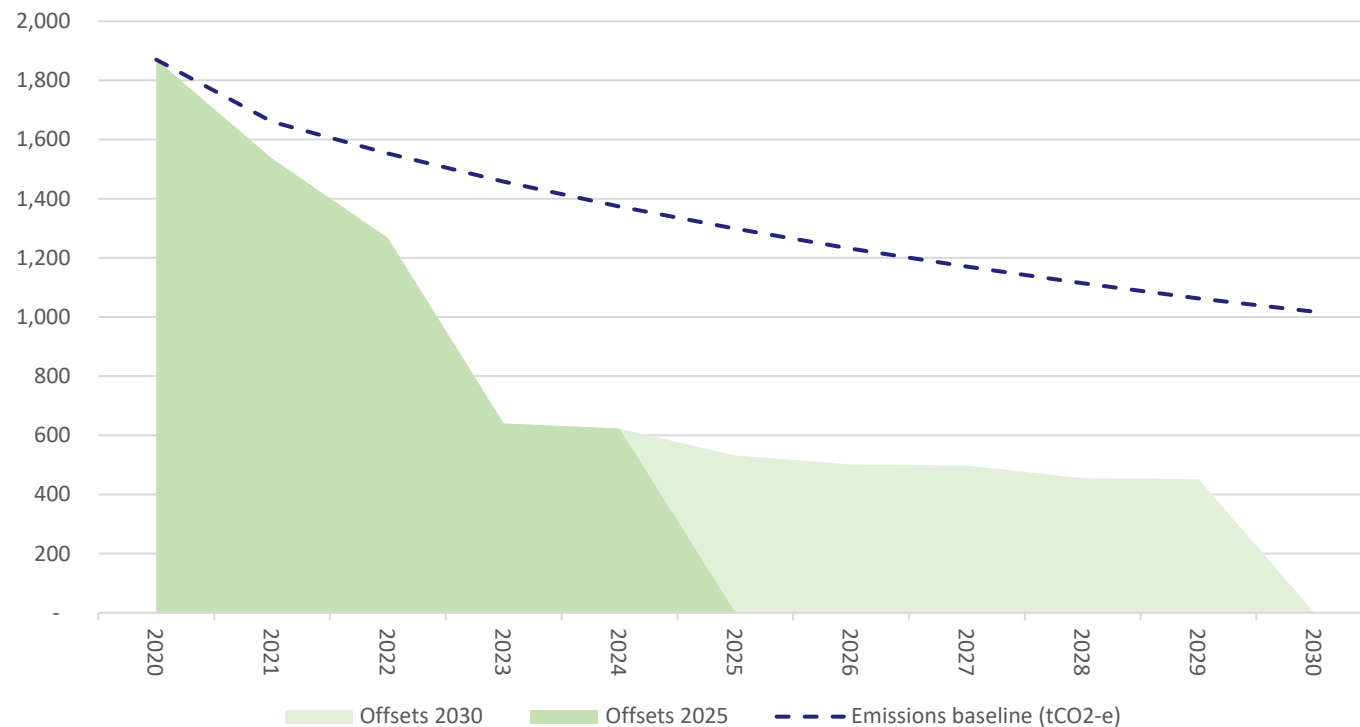


Figure 18: Carbon offset / zero emission pathways

It is recommended that the Council considers becoming carbon neutral in 2025 as the majority of the emission reduction projects would have been completed and there will only be a minor difference in total emissions between 2025 and 2030. In addition, as per the above projections, the costs of offsets are expected to increase over time and therefore it will be cheaper to become carbon neutral in 2025 which will demonstrate leadership.



5.10 Emissions reduction implementation plan

The following emissions reduction implementation plan has been developed to enable the Council to effectively plan for and delivery of emission reduction initiatives.

Emissions reduction initiative	Summary	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30
<b>Key Activities</b>											
<b>Onsite Solar PV</b>	Maximise rooftop solar PV at the following facilities: _Norwood Town Hall _St Peters Library _St Peters Child Care Centre _Works Depot _Payneham Library and Community Centre			◆							
<b>Energy efficiency audits and initiatives</b>	Continue to implement energy efficiency upgrades and undertake energy audits of key facilities										
<b>ESD guidelines</b>	Develop ESD guidelines / checklist for new building projects and refurbishments		◆								
<b>Zero emissions fleet transition</b>	Corporate passenger hybrid fleet vehicle transition			◆							
	Full EV fleet transition						◆				
	Heavy / medium vehicle transition										◆
<b>Electric vehicle charging stations</b>	Electrical infrastructure study (pre-works)		◆								
	EV charging station implementation				◆						
<b>100% renewable energy contract</b>	Work with the LGA to secure a 100% renewable energy supply to achieve zero emissions electricity			◆							
<b>Increased landfill waste diversion</b>	Implement waste reduction initiatives to reduce waste to landfill from operations						◆				
<b>Water efficiency improvements</b>	Implement water efficiency projects such as irrigation system upgrades and optimisations, upgrading to water efficient taps, toilets, shower heads and fixtures and identifying water leaks.						◆				
<b>Procure Carbon Neutral supplies</b>	Implement procurement procedures where carbon neutral office supplies are mandatory where available (e.g. A4/A3 paper).										
<b>Review Climate Active certification and carbon offsets</b>	Undertake a review of the Council's emissions profile, carbon offset opportunities and pursuing Climate Active Carbon Neutral Certification						◆				

Supporting Activities											
<b>Communication and Promotion</b>	Ongoing marketing and communication of the plan and associated projects										
<b>Carbon Neutral Council Events</b>	Investigate opportunities to certify Council run events as Carbon Neutral.		◆								
<b>Develop a Sustainable Procurement Policy</b>	Investigate developing a sustainable procurement policy or working with key teams to include sustainability measures in all procurement processes		◆								
<b>Sustainable Staff Commute Support &amp; Survey</b>	Implement programs to support staff to transition to sustainable and active forms of transport including walking, riding and public transport. Develop an annual staff survey to track staff commute and the transition to low / zero emission modes of transport		◆								
<b>Sustainable behaviour program</b>	Implement a sustainable behaviour program to promote sustainable practices both at work and at home										
<b>Community Emissions Reduction Plan</b>	Investigate a Community Emissions Reduction Plan to reduce community emissions to zero in line with the Council. The Council is already implementing community emission reduction opportunities and will continue to investigate options to support the community in reducing emissions, both at work and at home.					◆					

	Rollout period
◆	Completion year

Appendix A Council achievements timeline

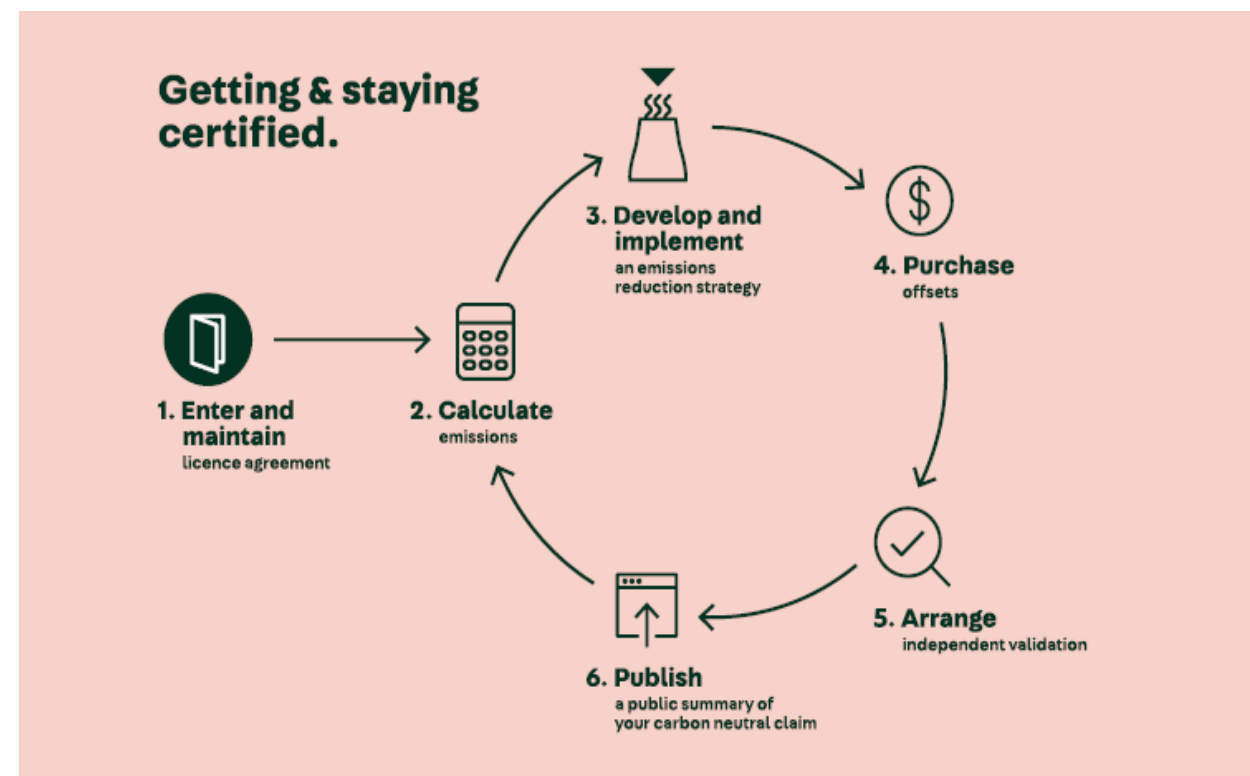


**Introduction**

The Australian Government, in partnership with the property sector and business, has developed the Climate Active (formerly National Carbon Offset Standard (NCOS)) for organisations. The organisational standard is a voluntary standard to manage greenhouse gas emissions and to achieve carbon neutrality. It provides best-practice guidance on how to measure, reduce, offset, report and audit emissions that occur as a result of the operations of an organisation.

**CLIMATE ACTIVE**

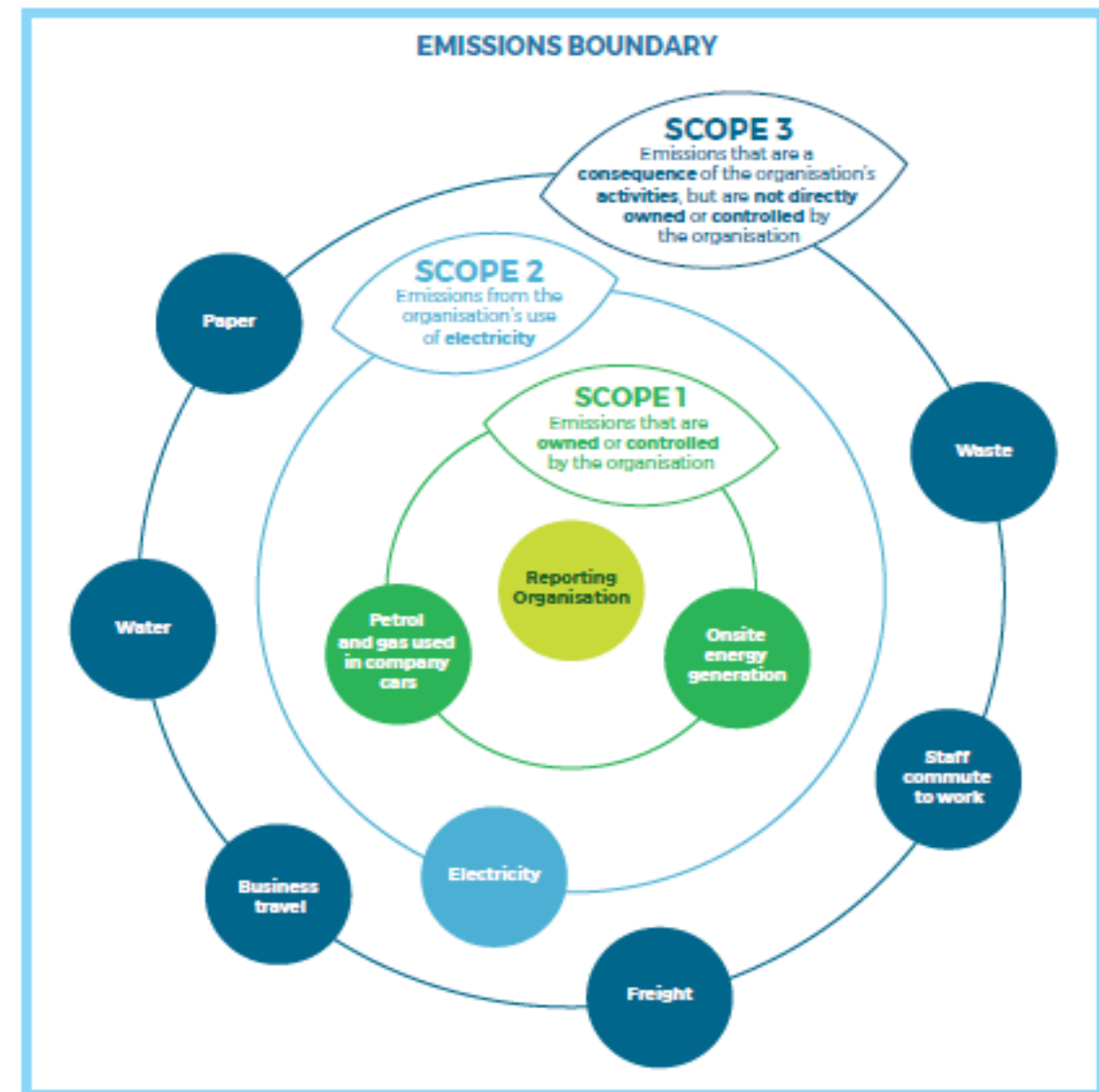
The purpose of Climate Active is to provide a structured, auditable pathway for organisations to work towards carbon neutrality. The Climate Active standard encourages the measurement, management and reduction of greenhouse gas emissions as far as is practicable, with the remaining emissions cancelled out by the purchase of accredited offset units.



Climate Active Pathway to certification. Source: CLIMATE ACTIVE

The following operational emissions are to be accounted for:

1. **Energy** (including lighting, heating and cooling, occupant energy use, plant equipment, other infrastructure and shared services). This includes all energy sources (grid electricity, on-site generated electricity, gas, diesel fuel etc.) and all emissions scopes (Scope 1, 2 & 3);
2. **Refrigerants** including air conditioning system leakage and replacement and refrigeration systems;
3. **Water** consumed, and **wastewater** discharged (including Scope 3 emissions associated with off-site water treatment);
4. **Transport** to and from a precinct (including occupant commuting, occupant travel to and from a place of work, property management vehicles, forklifts, shuttle services etc.); and
5. **Waste** leaving the precinct (including all waste streams, and Scope 3 emissions associated with off-site waste recycling, processing, combustion, or disposal to landfill).



Defining emissions scopes. Source: CLIMATE ACTIVE

**Emissions Scope**

The organisation emissions include all emissions that the organisation has control over. They fall into the three globally accepted categories:

Scope 1 – direct emissions resulting from the organisation’s ownership and control, for example energy generated on site, fuel used in generators and company vehicles.

Scope 2 – the consumption of electricity generated elsewhere.

Scope 3 – emissions from electricity consumption and fuel use (indirect emissions from the extraction, production and transport of fuel burned at generation), and emissions from waste, business travel and accommodation, office paper and water use. Other scope 3 emissions sources that may be relevant include staff commuting, food and catering, postage and freight, stationery, office printing, cleaning services, IT services (e.g. data centres) and telecommunication services.

Any exclusions must be disclosed and justified.

The carbon account must include emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub> O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF<sub>6</sub>), and nitrogen trifluoride (NF<sub>3</sub>).

**CLIMATE ACTIVE Certification**

The annual carbon account needs to be audited by an independent third party which carries NGERS Accreditation at least every three years. Once the emissions inventory has been confirmed, the carbon is then cancelled via the purchase of certified offsets, following which a submission can be made to Clime Active for certification.

Full details regarding Climate Active is available here

<http://www.environment.gov.au/climate-change/government/carbon-neutral/Climate Active>

Introduction

The following section summarises the data analyses undertaken and key learnings used to inform the development of the Plan.

Previous emissions inventories

NPSP last developed a Greenhouse Strategy Plan in 2002 which included council and community emissions as well as targets and strategies to reduce, monitor and reduce emissions. The strategy was underpinned by an accredited ISO 14001 Environmental Management System (EMS) which provided a framework and reporting structure for emission reduction initiatives.

In 2000/01, emissions were estimated as follows:

- **Council:**
  - **2000/01 Baseline:** 4,548 tonnes CO<sub>2</sub>-e
  - **2012 target:** 3,637 tonnes CO<sub>2</sub>-e (20% reduction on 2001/02)
- **Community:**
  - **1998 Baseline:** 414,617 tonnes CO<sub>2</sub>-e
  - **2012 target:** 331,690 tonnes CO<sub>2</sub>-e (20% reduction on 1998)

The EMS was in place for a number of years however following the establishment of internal process for monitoring and improving environmental impacts, an accredited EMS was no longer maintained from 2012. To ensure that the Council’s consumption and emissions are monitored and tracked Trellis (previously C3 Balance Carbon) was implemented from 2012. Trellis is an online portal that automatically extracts consumption data from invoices and assigns recognised emission factors to monitor carbon emissions.

The following emissions are being captured and tracked in Trellis which have been used to develop a high-level emissions profile for the Council (refer Section 4).

- Electricity
- Natural gas
- Fuel (council vehicles)
- Waste
- Flights
- Taxis
- Refrigerants
- Paper

Multiple areas in the Council actively monitor the Trellis portal including personnel from finance, assets and the Council’s Sustainability Officer, and this is providing tangible benefits, including consumption reductions and cost savings. This model is ideal where multiple internal stakeholders are engaged in monitoring consumption and costs, allowing emission reduction proposals and initiatives to be supported for their environmental, economic and social benefits. For example, initiatives that reduce energy consumption will also reduce operating costs and can provide opportunities to improve social performance by improving council facilities (for example, air-conditioning upgrades can provide an improved indoor environment for staff and/or the community).

Municipal Emissions Snapshot and Cohort Comparison

In 2017 the Council had a Municipal Emissions Snapshot and Cohort Comparison undertaken to gain an understanding of community emissions. The report estimated that community emissions totalled 547,000 tonnes of CO<sub>2</sub>-e in 2016/17 (refer Figure 19).

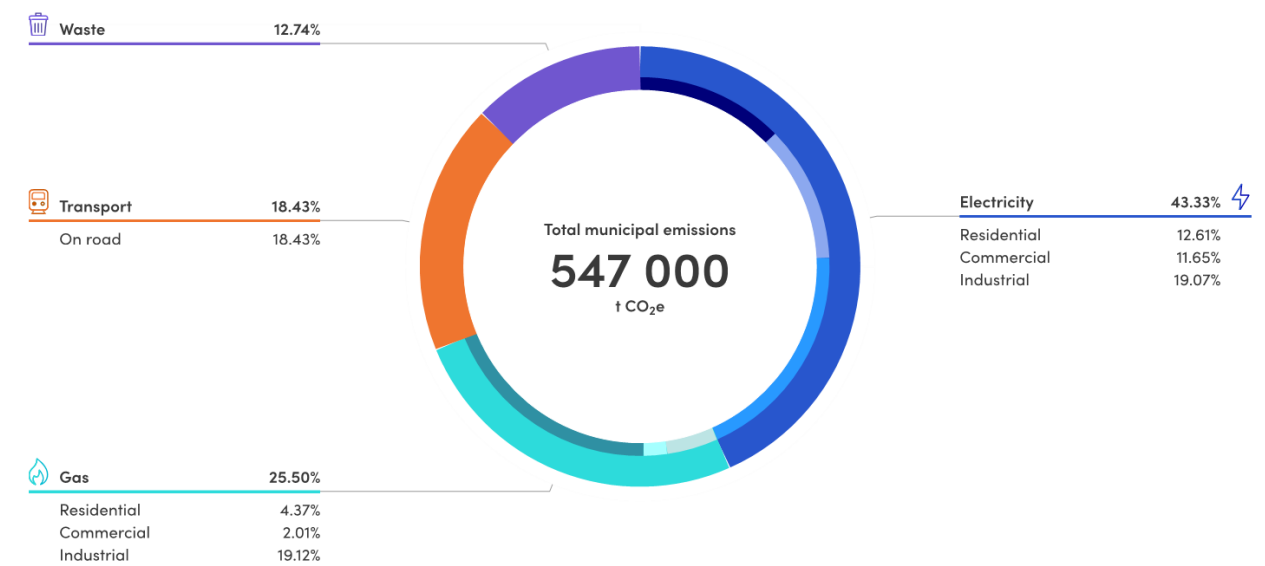


Figure 19: Snapshot community emissions estimate

The following is a comparison of the 1998 emissions inventory to the 2017 estimate in the Snapshot report (refer Table 2). The comparison highlights a >30% increase in emissions with industrial energy, waste and transport driving the emission increases. Note that emission factors, data sources and types and calculation methods have changed since the 2002 report and therefore a direct comparison is unlikely to be accurate. However, the comparison does highlight a trend of increasing community emissions which is expected due to increased waste to landfill, energy usage and private transport occurring across Australia. In particular, NPSP has experienced an increase in population and the number of dwellings.

Table 10: Community emissions comparison

	Residential	Commercial	Industrial	Transport	Waste	Total
1998	104,299	86,922	121,472	78,820	23,102	414,617
2017	92,900	74,700	208,900	100,800	69,700	547,000
Increase / Decrease	-11,399	-12,222	87,428	21,980	46,598	132,383
<b>% Increase / Decrease</b>	<b>-11%</b>	<b>-14%</b>	<b>72%</b>	<b>28%</b>	<b>202%</b>	<b>32%</b>

It should be noted that the population of NPSP has increased from 16,269 in the 2001 census to 17,518 in 2016, however when applied to the emissions on a per capita basis, still resulted in a >20% increase in emissions.

Appendix D Data completeness summary

The following outlines the data review undertaken in developing the NPSP emissions profile outlined below table. Data completeness was reviewed during the staff workshop held on the 16th December 2020 with the outcome included in the below table.

Due to the data completeness varying from year to year, it is recommended that the Council implement an ongoing data management and monitoring program for key emission sources as per the below.

Data	Year	Completeness and outcomes
Electricity	2018/19	Complete data
Electricity - Streetlights	2018/19	<p>Complete data</p> <p><b>Question:</b> Electricity consumption and the associated emissions can be allocated in two ways:</p> <ul style="list-style-type: none"> <li><b>Option 1:</b> The Council classifies the streetlights as <b>under their operational and financial control</b> as they have requested SAPN to install the lights and can choose to upgrade them to LED if they prefer. In this case, both scope 2 &amp; 3 emissions apply.</li> <li><b>Option 2:</b> The Council classifies the streetlights as <b>outside of their operational control</b> as the lights are owned and maintained by SAPN. In this case, only scope 3 emissions apply.</li> </ul> <p>The City of Sydney and Brisbane City Council have both elected to classify the lights as under their operational/financial control and therefore have included Scope 2 and 3 emissions.</p> <p>Other councils such as the City of Yarra, Moreland City Council and Randwick City Council have elected to classify the lights as outside of their operational control and are only including Scope 3 Emissions.</p> <p>Does NPSP want to include or exclude the Scope 2 emissions? It can be argued that the streetlights are a service provided and leased by NPSP. Excluding would be similar to the Council stating that leased vehicles are not in their operational control.</p> <p><b>Workshop outcome:</b> Emissions are to be based on light classification (CLER, SLUOS, etc.). Trellis data has been downloaded and used for the emissions profile based on 2019/20 data which is a more accurate figure for streetlights following the LED lighting program.</p>
Natural Gas	2018/19	Complete data
Water	2018/19	<p>Water data complete based on CICM reports however difficult to collate on a facility basis due to the accounts being associated with the property valuation #.</p> <p><b>Workshop outcome:</b> It has been recommended that SA Water data is uploaded to Trellis so that water consumption for individual facilities can be tracked including emissions.</p>
Waste	2018/19	Total waste emissions including community kerbside pick-up.

Data	Year	Completeness and outcomes
		<b>Workshop outcome:</b> An estimate of waste emissions based on total floor area of council owned and operate facilities has been undertaken and the City of Sydney's metrics applied to estimate waste emissions for council operations.
Recycled waste	2018/19	<p>Currently cost data only and no associated emissions in Trellis. This is unusual as recycled waste still has emissions associated with pick-up/servicing.</p> <p><b>Workshop outcome:</b> Investigate whether recycled waste should have associated emissions in Trellis. Following a review of the Climate Active standards and calculators, it has been determined that recycling and organic waste do not required an emissions factor and therefore have been excluded from the emissions profile.</p>
Flights	2013/14	Latest data from 2013/14 however is only showing km travelled. Emissions factor used to estimate emissions.
Refrigerants	2014/15	Latest data from 2014/15
Paper	2013/14	Latest data from 2013/14
Staff commute	2018/19	<p>Estimate from Climate Active calculators used based on NPSP annual report for FTEs.</p> <p><b>Workshop outcome:</b> Staff commute has been outlined for information only and excluded from the Council's emissions profile, however contributes to a significant emissions total. It is recommended that the Council support staff to transition to lower emissions transport options (walking, riding, public transport).</p>





Project Info		Financial Analysis			Emissions reduction (relative to total emissions)	Quadruple Bottom Line Assessment			
Emissions Reduction Initiative	Summary	Capital investment	Operational saving	Payback		Environmental	Social	Cultural	Economic
<b>Direct emissions reduction initiatives</b>									
<b>Onsite Solar PV</b>	Maximise rooftop solar PV at the following facilities: _Norwood Town Hall (already budgeted / underway) _Payneham Library and Community Centre _St Peters Library _St Peters Child Care Centre _Works Depot	<b>\$256,500</b>	\$66,673	4	<b>15%</b>	✓			✓
<b>Energy efficiency audits and initiatives</b>	Undertake energy efficiency audits and implement efficiency recommendations. Key initiatives could include LED lighting upgrades, air-conditioning replacements, appliance upgrades, insulation, shading and glazing upgrades and building sealing.	<b>\$2,000 per facility (Level 1 Energy Audit)</b>	TBC – Per project	TBC – Per project	<b>3-5% per annum over 5 years</b>	✓	✓		✓
<b>ESD guidelines – new builds and refurbishments</b>	Implement ESD guidelines for all new buildings and refurbishments to increase resource efficiencies and reduce emissions.	<b>\$8,000-\$10,000</b>	TBC – Per project. (3-5% operational saving per project possible)	TBC – Per project	<b>3-5% reduction per project</b>	✓	✓		✓
<b>Zero emissions fleet transition</b>	Corporate passenger fleet hybrid vehicle transition	<b>20-30% increase in upfront capital</b>	20-30% decrease in running costs	5-year return on investment	<b>10-15%</b>	✓			✓
	Corporate passenger fleet hybrid vehicle transition – electric vehicle fleet transition	EV prices to be monitored and confirmed over the next 2-3 years. New models and price reductions are expected in this timeframe.							
	Plant and maintenance - Heavy / medium vehicle transition								
<b>Electric vehicle charging stations</b>	Undertake electrical infrastructure review	<b>\$25,000-30,000</b>	n/a	n/a	<b>0% but required to support EVs</b>	✓	✓		
	Install EV charging stations at key facilities to support zero emission fleet transition.	<b>\$100,000</b>							
<b>100% renewable energy contract</b>	Support a 100% renewable energy contract as part of Local Government Association (LGA) negotiations to support both building and EV fleet consumption. Expected implementation in 2023.	n/a	Reduction in electricity costs expected	n/a	<b>&gt;25% (Following Solar PV rollout)</b>	✓			✓

Project Info		Financial Analysis			Emissions reduction (relative to total emissions)	Quadruple Bottom Line Assessment			
Emissions Reduction Initiative	Summary	Capital investment	Operational saving	Payback		Environmental	Social	Cultural	Economic
<b>Increased landfill waste diversion</b>	Increase waste diversion rates through improved waste management practices. Key initiatives could include new waste infrastructure (internal bins and signage), implementing procurement guidelines to avoid/reuse and staff training sessions.	n/a			1-2%	✓			✓
<b>Water efficiency improvements</b>	Undertake water efficiency audits of facilities and reserves to reduce water consumption. Key initiatives could include irrigation system upgrades and optimisations, upgrading to water efficient taps, toilets, shower heads and fixtures and identifying water leaks.	<b>\$2,000 per reserve</b> (Can incorporate water efficiency for Council facilities in energy audits)	TBC – Per site	TBC	1-2%	✓	✓		✓
<b>Procure Carbon Neutral supplies</b>	Implement procurement procedures where carbon neutral office supplies are mandatory where available (e.g. A4/A3 paper).	n/a – Minimal cost difference and already in place for most paper supplies			<1%	✓			
<b>Supporting emissions reduction initiatives</b>									
<b>Communication and Promotion</b>	Ongoing marketing and communication of the plan and associated projects. Includes graphic design improvements (if required)	<b>\$5,000</b>	n/a	n/a	n/a	✓	✓		
<b>Sustainable staff commute &amp; survey</b>	Implement programs to support staff to transition to sustainable and active forms of transport including walking, riding and public transport. Develop an annual staff survey to track staff commute and the transition to low / zero emission modes of transport	n/a	n/a	n/a	n/a	✓	✓		
<b>Natural gas transition</b>	Incorporate an assessment of transitioning to all-electric for facilities as part of energy efficiency improvements, refurbishments and new construction projects. Investigate transitioning natural gas building systems (heating/hot water) to all-electric by 2030. Investigate transitioning pools to all-electric as part of refurbishments	TBC – Per project			Natural gas = 13% of emissions	✓			✓
<b>Carbon neutral certification</b>	Investigate developing a full carbon inventory in line with Climate Active standards and becoming certified carbon neutral. To be reviewed following emission reduction measures being implemented.	<b>\$8,000 Climate Active fee</b> <b>+ Consultant fees</b>	n/a	n/a	n/a	✓	✓		

Project Info		Financial Analysis			Emissions reduction (relative to total emissions)	Quadruple Bottom Line Assessment			
Emissions Reduction Initiative	Summary	Capital investment	Operational saving	Payback		Environmental	Social	Cultural	Economic
<b>Community Carbon Neutral Plan</b>	Investigate a Community Carbon Emissions Plan to reduce community emissions in line with the Council.	<b>TBC - Review in 2025</b>			<b>n/a</b>	✓	✓		
<b>Carbon Neutral Council Events</b>	Investigate Climate Active Carbon Neutral events to showcase actions being undertaken by the Council.	<b>TBC – Per event</b>	n/a	n/a	<b>n/a</b>	✓	✓		
<b>Develop a Sustainable Procurement Policy</b>	Investigate developing a sustainable procurement policy or working with key teams to include sustainability measures in all procurement processes	<b>n/a</b> – Can be developed within existing resources			<b>n/a</b>	✓			
<b>Sustainable behaviour program</b>	Implement a sustainable behaviour program to promote sustainable practices both at work and at home	<b>n/a</b> – Can be developed within existing resources			<b>n/a</b>	✓	✓		

# Attachment B

## Corporate Emissions Reduction Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

**Corporate Emissions Reduction Plan – Survey**

City of Norwood Payneham & St Peters

Introduction

Through its Strategic Plan, *CityPlan 2030*, the Council has committed to achieving “zero corporate carbon emissions by 2030”. The draft Corporate Emissions Reduction Plan (the Plan) outlines a pathway to achieving significant emissions reductions and offsetting unavoidable emissions to reach the Council’s target.

The following provides a list of survey questions as feedback on the draft Corporate Emissions Reduction Plan.

Questions

<b>1. Do you support the proposed Corporate Emissions Reduction Plan and priority projects?</b>	
<input type="checkbox"/> Strongly support <input type="checkbox"/> Support <input type="checkbox"/> Neutral <input type="checkbox"/> Do not support <input type="checkbox"/> Strongly do not support	
<b>Reason for your answer:</b>	
<b>2. As electricity consumption equates to over half of the Council’s emissions, do you support the purchase of 100% renewable energy as part of the Council’s electricity contract?</b>	
<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Comments:</b>	

**3. As emissions from transport is second largest source of emissions (after energy) for the Council, do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?**

Yes

No

**Comments:**

**4. The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?**

Yes

No

**Comments:**

**5. If the Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?**

Yes

No

**Comments:**

**6. The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030.**

**To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?**

- Strongly support
- Support
- Neutral
- Do not support
- Strongly do not support

**Reason for your answer:**

**7. The Plan targets corporate carbon emissions from the operations of the Council.**

**Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?**

- |                              |                             |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

**Comments:**

**8. Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?**

**Any other comments or feedback?**

**About You**

Full name:

Address:

Email (optional):

**Keep in touch**

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I would like to subscribe to YourNPSP



# Attachment C

## Corporate Emissions Reduction Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

**COMMUNITY CONSULTATION AND ENGAGEMENT – SUMMARY OF SUBMISSIONS AND RESPONSE**

<b>Details &amp; Address</b>	<b>Summary of issues raised</b>	<b>Council Response</b>	<b>Action – Proposed to Corporate Emissions Reduction Plan</b>
(Resident) Address unknown	Support for the proposed Corporate Emissions Reduction Plan and priority projects.	Noted.	No change required.
	Prefer the purchase of carbon offsets from South Australia and Australia at a price Premium compared to offsets from overseas as there could be local benefits.	Noted.	No change required.
	Support development of a Community Emissions Reduction Plan as mutual responsibility.	Noted	No change required.
(Visitor) Ford Street Auburn	Support for the proposed Corporate Emissions Reduction Plan and priority projects as a comprehensive strategy to zero emissions.	Noted.	No change required.
	Support for 100% renewable energy electricity contract but desires Council generating all its energy requirements.	Noted. The Council is unfortunately unable generate all of its energy requirement from current and planned solar PV generation.	No change required.
	Support for purchasing carbon offsets once all realistic options for eliminating emissions have been exhausted.	Noted. The Corporate Emissions Reduction Plan ensure the Council is reducing all avoidable emissions before purchasing carbon offsets.	No change required.
(Resident) Lynwood Drive, Marden	Support for the proposed Corporate Emissions Reduction Plan and priority projects.	Noted.	No change required.
	Prefer the purchase of carbon offsets from South Australia and Australia at a price Premium compared to offsets from overseas, unless offsets are in areas needing re-generation such as the Amazon rainforest.	Noted.	No change required.
	Support development of a Community Emissions Reduction Plan and suggested rate offsets or council promotion for businesses that are certified as carbon neutral.	Noted, can be considered as the Council continues to implement community emissions reduction projects.	No change required.
	Supports the Council reaching zero emissions earlier than 2030 if details further details of expected cost and impact on rates are provided.	Noted. The cost of purchasing an offset unit is variable and market dependent (basic supply and demand principles apply). As a result, the price fluctuates depending upon the availability of the standard of offset required, the market demand at the time the purchase needs to be made, and the quantity of offsets required to be purchased. The	No change required.

<i>Continued</i>		current market price range of accredited Grade A carbon offsets units that support Australian projects range from \$15/tonne to \$38/tonne. Based on projections undertaken by the Australian Government Treasury Report on Carbon Pricing advises that the current carbon offset range for Australia is a core price of \$20/tonne, and a high price of \$62/tonne. Following confirmation of the preferred pathway for carbon offsets, the annual cost is expected to range from approximately \$8,000 in 2025 or \$12,000 in 2030 based on low price projections.	
	Additional project: Purchase vacant land to plant trees for localised carbon offset.	Noted. This can be considered at the time of offsetting unavoidable emissions.	No change required.
(Resident) Fisher Street, Norwood	Only supports the purchase of carbon offsets from South Australia and Australia at a price Premium instead of offsets from overseas.	Noted.	No change required.
	Supports the Council reaching zero emission earlier than 2030 without using offsets to do so.	Noted. Unfortunately the Council is unable to reach zero corporate carbon emissions without offsets as there are unavoidable emissions in its operations. The Council will endeavour to reduce its corporate emissions as much as possible before purchasing offsets.	No change required.
	Additional Projects: adoption of Wood Encouragement Policy to encourage the use of timber in council projects (as timber stores carbon for life). The Council to encourage the use of timber in new midrise developments.	Noted. When the Council's procurement policy is revise Wood Encouragement Policy can be considered. Encouraging the use of timber in new mid-rise developments is outside of scope of the <i>Corporate Emissions Reduction Plan</i> but can be considered as the Council continues to implement community emissions reduction projects.	No change required.
(Resident) Frederick Street, Maylands	Support for the proposed Corporate Emissions Reduction Plan and priority projects.	Noted.	No change required.
	Supports 100% renewable energy electricity contract and the Council to advocate for regulatory powers over large scale property developments are required to undertake sustainability measures as well.	Noted. Outside of scope of the <i>Corporate Emissions Reduction Plan</i> .	No change required.
	Support for transition directly to electric vehicles for maintenance, light, medium and heavy vehicles.	Noted. The Council has produced an internal operational Low Emission Fleet Transition Paper which informed the transition seen in the <i>Corporate Emissions Reduction Plan</i> . The Paper was noted by the Council in April 2021 and provides staff a strategic plan that takes into account a number of factors such as lease arrangements, costs	No change required.

<i>Continued</i>		analysis, vehicle availability, wait times, fit for purpose vehicles, charging infrastructure requirements etc.	
	Supports the purchase of carbon offsets from South Australia and Australia at a price Premium compared to offsets from overseas due to accountability.	Noted.	No change required.
	Supports the Council reaching zero emission earlier than 2030 to lessen likely the potential level of disaster.	Noted.	No change required.
	Information session was informative and heartening to see the Council engagement with climate related issues.	Noted.	No change required.
(Visitor) Peter Creek Road, Kuitpo	Support for the proposed Corporate Emissions Reduction Plan and priority projects. The intention is common sense, the Council should implement every course available to reduce emissions.	Noted.	No change required.
	Support for transition to hybrid and electric vehicles as long as the performance doesn't reduce the results necessary for the task – particularly in Depot vehicles.	Noted. The Low Emissions Fleet Transition Plan provides the Council with a pathway to transition without compromising capacity and functionality of vehicles.	No change required.
	Supports the purchase of carbon offsets from South Australia and Australia at a price Premium before considering offsets from overseas.	Noted.	No change required.
	Reaching zero emission earlier than 2030 isn't a priority as the timeline given is sufficient.	Noted.	No change required.
	Support development of a Community Emissions Reduction Plan to spread the initiative throughout the community.	Noted.	No change required.
	Any new innovations should be thoroughly investigated.	Noted. Can be considered as the Council continues to implement community emissions reduction projects.	No change required.
(Resident) Threlfall Avenue, Norwood	Do not support for the proposed Corporate Emissions Reduction Plan and priority projects as Scope 3 emissions associated with roads and footpaths and 'hard' infrastructure such as buildings, pavements and stormwater culverts, pipes etc. were not included.	Noted. The Council has included a number of Scope 3 emissions, such as travel, water, waste, refrigerants and paper. Although Scope 3 emissions from infrastructure works was not included in the Council's emissions profile the Council is tracking emission reduction outcomes achieved as part of the procurement of recycled content, including recycled aggregates and the embodied emissions in materials used for infrastructure works.	The Council's commitment to reducing embodied emissions will continue to investigate options for working collaboratively with suppliers to identify alternatives and as part of the procurement of goods and services. An additional short term goal (1-5 years) to "monitor emissions reduction

Continued

achievements from recycled content procurement and embodied emissions reductions” has been added.

<p>Support for transition directly to battery electric vehicles as there is little merit in switching to PHEV's or hybrids as they still burn fuel, are less efficient than a pure BEV, and will soon be obsolete.</p>	<p>Noted. Hybrids have the opportunity to reduce carbon emissions by over 50% and will provide the Council with a staged approach while infrastructure and electricity grid is being upgraded to accommodate the Council's fleet as well as waiting for fit-for-purpose vehicles such as utilities, vans, buses and trucks to become readily available on the market.</p>	<p>No change required.</p>
<p>Supports the purchase of carbon offsets from South Australia and Australia at a price Premium if projects have some biodiversity benefits in the local SA biosphere compared to offsets from overseas projects.</p>	<p>Noted.</p>	<p>No change required.</p>
<p>Support development of a Community Emissions Reduction Plan as Community emissions are many times greater than Council. The Council could support the community to transition to a low carbon future by providing the right infrastructure and tightening planning controls e.g. more bike infrastructure, more EV charging infrastructure, pedestrianisation of spaces and well-built and planned public transport hubs (bus stops with good well lit public toilets nearby for example) and places to lock up bikes.</p>	<p>Noted. Community emissions were estimated at 390,000 tonnes in 2018/19, a decrease of 6% since 1998. Compared with the Council emissions which were 1,890 tonnes in 2018/19, a decrease of 58% since 2000/01. The Council will continue its efforts to influence and education community around its emissions but cannot take direct action to reduce community's emissions.</p>	<p>The implementation plan was changed to show ongoing initiatives to start immediately.</p>
<p>Additional projects: development approvals to consider the operating costs of homes and businesses once built.</p>	<p>The new state wide planning and development system, Planning and Design Code, is outside of the scope of this Plan and the Council can no longer require these additional 'sustainable' considerations as part of the development approvals.</p>	<p>No change required.</p>

<p>(Visitor)          South Terrace,          Kensington Garden</p>	<p>Support for the proposed Corporate Emissions Reduction Plan and priority projects. However, noted that not all Scope 3 emissions were included.</p>	<p>Noted. The Council has included a number of Scope 3 emissions, such as travel, water, waste, refrigerants and paper. Although Scope 3 emissions from infrastructure works was not included in the Council's emissions profile the Council is tracking emission reduction outcomes achieved as part of the procurement of recycled content, including recycled aggregates and the embodied emissions in materials used for infrastructure works.</p>	<p>The Council's commitment to reducing embodied emissions will continue to investigate options for working collaboratively with suppliers to identify alternatives and as part of the procurement of goods and services. An additional short term goal (1-5 years) to "monitor emissions reduction achievements from recycled content</p>
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Continued

		procurement and embodied emissions reductions” has bene added.
Supports 100% renewable energy electricity contract because renewable energy is cheaper than fossil fuel generated power and will assist in lowering our emissions.	Noted.	No change required.
Support for transition directly to electric vehicles rather than hybrids. Hybrids are transition vehicles which eventually will be phased out. More cost effective to switch directly to EVs and bypass hybrids.	Noted. The Council has produced an internal operational Low Emission Fleet Transition Paper which informed the transition seen in the <i>Corporate Emissions Reduction Plan</i> . The Paper was noted by the Council in April 2021 and provides staff a strategic plan that takes into account a number of factors such as lease arrangements, costs analysis, vehicle availability, wait times, fit for purpose vehicles, charging infrastructure requirements etc.	No change required.
Supports the purchase of carbon offsets if all efforts to minimise emissions is undertaken first as offsets should only be used as a last resort.	Noted. The Corporate Emissions Reduction Plan ensure the Council is reducing all avoidable emissions before purchasing carbon offsets.	No change required.
Supports purchase of carbon offsets from South Australia and Australia at a price Premium compared to offsets from overseas as better quality control within Australia.	Noted. There is an accreditation scheme for carbon offsets.	No change required.
Supports the Council reaching zero emissions earlier than 2030 as long as the Council continues to reduce emissions and offsets are phased off.	Noted. The Corporate Emissions Reduction Plan ensure the Council is reducing all avoidable emissions before purchasing carbon offsets.	No change required.
Support development of a Community Emissions Reduction Plan. As it shows the Council leading and providing guidance.	Noted.	No change required.
More detail for EV chargers - how many and where?	The Council will ensure there are enough EV chargers to meet its fleet’s requirements. Public EV charging stations are currently being investigated so how many and where is unknown at this stage but will be communicated once known.	No change required.
Solar on council properties, solar car parks.	This is included in the Corporate Emission Reduction Plan and an internal solar and battery feasibility study has been undertaken for Council facilities.	No change required.
Other projects could be grants for residents and businesses to implement emissions	Noted. Can be considered as the Council continues to implement community emissions reduction projects. This	No change required.

	reduction; and energy efficiency for current and new Council buildings.	action is included in the Corporate Emissions Reduction Plan.	
(Resident) Rosemont Street, Norwood	Support for the proposed Corporate Emissions Reduction Plan if the Council adequately funds it.	A financial analysis was undertaken as part of the Corporate Emissions Reduction Plan that outlines the capital investment and operational savings for each initiative identified in the Plan.	No change required.
	Noted exclusion of Scope 3 emissions in the Plan. Electricity embodied in water, diesel waste collection, embodied emissions in roads, footpaths and stormwater infrastructure. Failure to account for Scope 3 emissions is an inadequate response and ought to consider including Scope 3 emissions as part of its Emissions Reduction Plans.	Noted. The Council has included a number of Scope 3 emissions, such as travel, water, waste, refrigerants and paper. Although Scope 3 emissions from infrastructure works was not included in the Council's emissions profile the Council is tracking emission reduction outcomes achieved as part of the procurement of recycled content, including recycled aggregates and the embodied emissions in materials used for infrastructure works.	The Council's commitment to reducing embodied emissions will continue to investigate options for working collaboratively with suppliers to identify alternatives and as part of the procurement of goods and services. An additional short term goal (1-5 years) to "monitor emissions reduction achievements from recycled content procurement and embodied emissions reductions" has been added
	Operational planning can then guide asset purchases with a framework of low carbon materials, recycled materials and a circular economy.	The Council is one of nine Council's in SA that have committed to 'Buying it Back' and has already bought back asphalt, metal, timber, plastic, tyres, organics and rubble.	No change required.
	Support for transition to hybrid then electric as small vehicles can easily be met at a sensible price point with cars such as the Hyundai Ioniq, Nissan Leaf and MG ZS EV.	Noted. The Council has produced an internal operational Low Emission Fleet Transition Paper which informed the transition seen in the <i>Corporate Emissions Reduction Plan</i> . The Paper was noted by the Council in April 2021 and provides staff a strategic plan that takes into account a number of factors such as lease arrangements, costs analysis, vehicle availability, wait times, fit for purpose vehicles, charging infrastructure requirements etc.	No change required.
	Supports purchase of carbon offsets from South Australia and Australia at a price premium to reverse damage done from poor land management compared to offsets from overseas.	Noted.	No change required.
	Supports development of a community emissions reduction plan as Council actions account for a fraction of the emissions. Private households, businesses and community groups should be proactive in finding strategies.	Noted. Community emissions were estimated at 390,000 tonnes in 2018/19, a decrease of 6% since 1998. Compared with the Council emissions which were 1,890 tonnes in 2018/19, a decrease of 58% since 2000/01. The Council will continue its efforts to influence and education community around its emissions but cannot take direct action to reduce community's emissions.	The implementation plan was changed to show ongoing initiatives to start immediately.

<i>Continued</i>	Tree Planting	Adaptation measure rather than mitigation, refer to Resilient East Regional Climate Change Adaptation Plan. But note the <i>CityPlan 2030</i> commits the Council to planting a minimum of 500 new trees per year in streets and/or public spaces.	No change required.
	Free seedlings to residents annually	Adaptation measure rather than mitigation, refer to Resilient East Regional Climate Change Adaptation Plan. Note the Council ran native plant give away in 2019/20 as part of Sustainable Garden Awards and plans to run another native plant give away in 2020/21.	No change required.
	Community grants for energy efficiency and solar / batteries	Through Local Government Association of SA the Council provides Building Upgrade Finance.	No change required.
	Community Batteries	Noted. Can be considered as the Council continues to implement community emissions reduction projects.	No change required.
	EV Chargers	The Plan includes an initiative for “corporate and public EV charging stations implementation”.	No change required.
	Repair Cafes	The Council supported Sustainable Communities grant application to set up a Repair Café at Payneham Community Centre at the monthly One Planet Market	No change required.
	Community Library of goods and tools	The Council is monitoring the first ‘Library of Things’ set up by the Joinery and the City of Burnside’s investigation into a local government model to understand its feasibility in the Council area.	No change required.
	Several policy decisions like PV solar and EVs can be net operation cost reduction items. Therefore it would be sound to accelerate and account for additional upfront budget expenditure for long term operation cost reductions.	This has been included in the Plan and accounted for in the financial analysis. A Solar and Battery Feasibility Study and Low Emissions Vehicle Transition Paper (internal operating documents) were produced to guide the development of the Plan. The Council will rolling out all recommended solar PV projects in the next three financial years and transitioning to passenger EVs by 2026 (this is to do with leasing arrangements and infrastructure installation requirements to support a full EV fleet).	The implementation plan was changed to show ongoing initiatives to start immediately.
	A more holistic emissions reduction plan would include ways to include the community to reduce their own emissions. A residents and business plan for reducing community emissions should be consideration for the FY 21/22 council budget.	Noted. The Council will continue its efforts to influence and education community around its emissions but cannot take direct action to reduce community’s emissions.	No change required.
	Engaging the community to solve and tackle the climate emergency would bring about more innovative, creative solutions to emissions reductions.	Noted.	No change required.



<i>Continued</i>	Reduced emissions faster through the LGA SA's own procurement services.	Noted. The Council's energy contract is currently sourced through Local Government Association Procurement due to end 31 December 2022. Therefore cannot be brought forward but the Council is one of five Council leading the procurement of renewable on the new contract.	No change required.
	Solar on council properties: solar should be considered as part of any redevelopment.	Noted. This is included and was investigated through a Solar and Battery Feasibility Study.	No change required.
	Pool Heating: the council should consider heat pump pool heating coupled with onsite solar for low emissions and lower operational costs.	Noted. This will be considered through the redevelopment.	No change required.
	Solar awnings should be implemented on the rooftop level of the Webbe Street Carpark as a future proofing option for on-site EV charging.	Noted. This was considered in the Solar and Battery Feasibility Study and will be considered as part of future development. Corporate EV chargers pre study works will be undertaken within the next year.	No change required.
	Lack of Detail on electric vehicle chargers.	There will be sufficient EV chargers for the Council fleet, these have been identified in a Low Emissions Fleet Transition Plan. This Plan provided the strategic direction for the Council to investigate further. It should also be noted that Council intends to 'fill the gap' by providing public EV chargers but in the long term fuel station, cinemas, accommodation, supermarkets etc. will also have a significant role to play in providing this service. The Council has gone to the market requesting proposals for public EV chargers. No details provided given no response from the market yet.	No change required.
	The council should make public yearly reporting on progress on emissions reductions	The Council has publicly reported on emissions since 2000/01 and will continue to do so through the Annual Report (summary included in Look East).	No change required.
	The council should allocate a 5 year capital expenditure budget to effectively implement this emission reduction plan.	The Council has undertaken a financial analysis for all initiatives identified in the Plan for the next 10 years to ensure projects are included in the Long Term Financial Plan and annual budget process.	No change required.
	The council should formulate a "take a pledge" program for individuals and businesses to reduce their own footprint and make funding available to communicate, track and potentially fund progress.	Noted. Can be considered as the Council continues to implement community emissions reduction projects.	No change required.
	The council could make available grants to implement emissions reduction at a household, street, business or community level.	Noted. Can be considered as the Council continues to implement community emissions reduction projects.	No change required.

	The council should improve energy efficiency and sustainability considerations for new builds in the Council. With the increased infill development currently happening, there are plenty of examples of poorly orientated homes, a lack of consideration for open and green spaces and a lack of awareness of sustainable building practices.	This is outside of the scope of the Corporate Emissions Reduction Plan. It should be noted that the new state wide planning and development system, Planning and Design Code, limits the Council ability to require these design aspects.	No change required.
(Residents) Kent Town Residents Association	Support for the proposed Corporate Emissions Reduction Plan  A separate plan with separate targets for the Capital Program.	Noted.  Noted. The Council has included a number of Scope 3 emissions, such as travel, water, waste, refrigerants and paper. Although Scope 3 emissions from infrastructure works was not included in the Council's emissions profile the Council is tracking emission reduction outcomes achieved as part of the procurement of recycled content, including recycled aggregates and the embodied emissions in materials used for infrastructure works.	No change required.  The Council's commitment to reducing embodied emissions will continue to investigate options for working collaboratively with suppliers to identify alternatives and as part of the procurement of goods and services. An additional short term goal (1-5 years) to "monitor emissions reduction achievements from recycled content procurement and embodied emissions reductions" has been added.
	Naturalise Third Creek at it passes the Payneham Swimming Pool.	Noted. Outside of the Corporate Emissions Reduction Plan scope.	No change required.
	Procurement policies for capital works should consider materials that minimise emissions, just as procurement policies for operations will.	Noted. This is included in in the Plan through "develop a sustainable procurement policy" initiative and current procurement of recycled content.	No change required.
	Council could encourage the take-up of e-bikes through a trial and loan scheme.	The Council has trialled bicycled and e-bikes since 2018 with the most recent shared e-bike scheme run by Neuron. The Council will continue to investigate shared micro-mobility as a transport option for the community such as the recently launched e-scooter trial.	No change required.
	Supports development of a community emissions reduction plan with Council being a source of ideas for residents to reduce their emissions and to encourage offsets, such as tree planting.	Noted. The Council has undertaken various campaigns and projects to assist the community to reduce emissions e.g. home energy kits for hire at libraries, seasonal energy efficiency information and more. The Council will continue implement community emissions reduction projects.	The implementation plan was changed to show ongoing initiatives to start immediately.
	Annoyance with the way houses and gardens are being bulldozed to make way for more incentives development and 'traffic nightmare'. Both of these would be addressed by a plan dealing with community carbon	Development is outside of the scope of the Corporate Emissions Reduction Plan. It should be noted that the new state wide planning and development system, Planning and Design Code, limits the Council ability to require these design aspects. The Council has a Citywide Cycling Plan	No change required.

<i>Continued</i>	emissions if measures were taken to protect our trees and gardens and residents were encourage to walk and ride more and use their cars less.	that addresses cycling infrastructure and education as well as a target in the <i>CityPlan 2030</i> of a minimum of 500 new trees to be planted on public land.	
	Be expansive in the use of carbon off-sets. The Council should not let its activities be limited by the need to quantify results. For example, local landscaping company Jeffries produces biochar with waste material.	Noted. The Plan notes unverified carbon offsets such as tree planting, although they won't be used to reach the Council's target of zero they will be used to unofficially reduce emissions and contribute to other environmental initiatives such as reducing heat island effect, increasing biodiversity etc. It is noted that biochar is used in agriculture applications which the Council does not have a need for.	No change required.

# Attachment D

## Corporate Emissions Reduction Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

#1

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Tuesday, April 20, 2021 8:52:04 AM  
**Last Modified:** Tuesday, April 20, 2021 8:52:53 AM  
**Time Spent:** 00:00:48  
**IP Address:** 27.33.210.34

Page 1

Q1

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Strongly support,**

Comments:

I care for our planet and I am concerned that emissions are contributing to climate change. All levels of government should be addressing their impact on climate and future planning to reduce this.

Q2

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

Yes

Q3

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

Yes

Q4

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

Yes

Q5

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

Yes,

Comments:

Locally focussed projects will have added benefits for locals

**Q6**

**Strongly support**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

---

**Q7**

**Yes,**

Comments:

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

We must all play a part and take responsibility for emissions reduction.

---

**Q8**

**Respondent skipped this question**

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

---

**Q9**

**Respondent skipped this question**

Any other comments or feedback?

---

**Q10**

About you

Name



Address



Email Address



#2

**COMPLETE**

**Collector:** Web Link 2 (Web Link)  
**Started:** Tuesday, April 20, 2021 8:54:05 AM  
**Last Modified:** Tuesday, April 20, 2021 8:54:33 AM  
**Time Spent:** 00:00:27  
**IP Address:** 27.33.210.34

Page 1

**Q1****Support**

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Q2****Yes**

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

**Q3****Yes**

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

**Q4****Yes**

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

**Q5****Yes**

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

**Q6****Strongly support**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

**Q7**

Yes

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

---

**Q8**

Respondent skipped this question

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

---

**Q9**

Respondent skipped this question

Any other comments or feedback?

---

**Q10**

About you

Name

██████████

Address

████████████████████

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#3

**COMPLETE**

**Collector:** Web Link 2 (Web Link)  
**Started:** Tuesday, April 20, 2021 8:54:36 AM  
**Last Modified:** Tuesday, April 20, 2021 8:55:53 AM  
**Time Spent:** 00:01:16  
**IP Address:** 27.33.210.34

Page 1

**Q1**

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Strongly support,**

Comments:

It's great to see such a comprehensive strategy to zero emissions.

**Q2**

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

**Yes,**

Comments:

Even more desirable would be if the council could generate all of its energy requirements

**Q3**

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

**Yes****Q4**

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

**Yes,**

Comments:

If realistic options for eliminating emissions have been exhausted

**Q5**

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

**Yes****Q6**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

**Neutral,**

Reason for your answer:

I no longer live in the city so feel unable to say

**Q7**

Yes

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

---

**Q8**

Respondent skipped this question

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

---

**Q9**

Respondent skipped this question

Any other comments or feedback?

---

**Q10**

About you

Name

██████████

Address

████████████████████

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## #4

**COMPLETE**

**Collector:** Web Link 3 (Web Link)  
**Started:** Wednesday, April 21, 2021 3:31:17 PM  
**Last Modified:** Wednesday, April 21, 2021 3:33:57 PM  
**Time Spent:** 00:02:40  
**IP Address:** 27.33.210.34

Page 1

**Q1**

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Strongly support,**

Comments:  
We need to take action now.

**Q2**

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

**Yes****Q3**

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

**Yes****Q4**

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

**Yes****Q5**

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

**Yes,**

Comments:  
Unless these offsets are in areas needing re-generation such as the Amazon rainforest.

**Q6**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

**Support,**

Reason for your answer:  
I would strongly support if there were details of the expected cost and impact on rates.

**Q7**

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

**Yes,**

Comments:

Possible rate offsets or council promotion for businesses that are certified as carbon neutral.

**Q8**

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

Purchasing vacant land to plant trees for localised carbon offsets.

**Q9**

**Respondent skipped this question**

Any other comments or feedback?

**Q10**

About you

Name

[REDACTED]

Address

[REDACTED]

Email Address

[REDACTED]

## #5

COMPLETE

**Collector:** Web Link 4 (Web Link)  
**Started:** Tuesday, April 27, 2021 9:43:10 AM  
**Last Modified:** Tuesday, April 27, 2021 9:44:54 AM  
**Time Spent:** 00:01:44  
**IP Address:** 27.33.210.34

Page 1

**Q1**

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Neutral,**

Comments:

I think it is a good start but would encourage consideration of a wood encouragement policy (Planet Ark encourage councils to adopt these)

**Q2**

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

**Yes****Q3**

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

**Yes****Q4**

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

**Yes,**

Comments:

Only if they are local projects

**Q5**

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

**Yes****Q6**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

**Strongly do not support,**

Reason for your answer:

Council should seek to become carbon neutral itself without using carbon offsets

**Q7**

Yes

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

---

**Q8**

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

The adoption of a wood encouragement policy to encourage the use of timber in council projects (as timber stores carbon for life) and therefore reduces carbon footprint of a project.

Also encourage the use of timber in new mid rise developments which will reduce their carbon footprint.

---

**Q9**

Any other comments or feedback?

It would be good if it was easier to utilise verges for plantings. My understanding is that this is quite difficult.

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**Q10**

About you

Name

██████████

Address

██

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## #6

COMPLETE

**Collector:** Web Link 5 (Web Link)  
**Started:** Wednesday, April 28, 2021 12:36:14 PM  
**Last Modified:** Wednesday, April 28, 2021 12:39:00 PM  
**Time Spent:** 00:02:46  
**IP Address:** 27.33.210.34

Page 1

**Q1**

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Strongly support,**

Comments:

Climate Change is the greatest issue of our times and any action to reduce carbon emissions is to be supported.

**Q2**

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

**Yes,**

Comments:

Energy use is usually the largest component of carbon emissions in any operation and this means to reduce emissions to a negligible level. Councils should advocate with the State Government for regulatory powers to be given to Councils so that larger scale property developments in the area be required to undertake sustainability measures as well.

**Q3**

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

**Yes,**

Comments:

Transport is generally the second largest component of carbon emissions. Again, this an opportunity to reduce these emissions to a negligible level. Pure EV rather than hybrids would be more effective and hence preferred. There would be any number of other motorised vehicles, notably garbage trucks, but also ride-on mowers and such which should be adopted to EV options.

**Q4**

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

**Yes****Q5**

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

**Yes,**

Comments:

Local offset options may be more amenable to accountability, and may offer options for collections of councils to invest in their operation and/or ownership.

**Q6**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

**Strongly support,**

Reason for your answer:

The sooner climate change is stopped the better, and the less likely the potential level of disaster.

**Q7**

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

**Yes**

**Q8**

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

**Respondent skipped this question**

**Q9**

Any other comments or feedback?

Thank you again for the opportunity on the 21st April to discuss the proposed Plan. It was most informative and heartening to see Council's engagement with these issues.

**Q10**

About you

Name

████████████████████

Address

██

Email Address

████████████████████



## #7

COMPLETE

**Collector:** Web Link 6 (Web Link)  
**Started:** Friday, April 30, 2021 4:56:40 PM  
**Last Modified:** Friday, April 30, 2021 4:59:56 PM  
**Time Spent:** 00:03:15  
**IP Address:** 27.33.210.34

Page 1

**Q1**

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Strongly support,**

Comments:

I believe the intention is common sense - in other words - Why not implement every course available to reduce emissions.

**Q2**

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

**Yes,**

Comments:

As long as the Renewable Energy doesn't cost more in emissions with renewal of Batteries & solar panels etc.

**Q3**

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

**Yes,**

Comments:

All vehicles should be changed as long as the performance doesn't reduce the results necessary for the task - particularly in Depot Vehicles

**Q4**

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

**Yes,**

Comments:

This will aid others to hopefully change their systems

**Q5**

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

**Yes,**

Comments:

Definitely start by Australian Offsets before going overseas. If they are exhausted then I think the job will be done.

**Q6**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

**Neutral,**

Reason for your answer:

This would not be a priority - the timeline given would be sufficient

**Q7**

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

**Yes,**

Comments:

Spread the initiative throughout the community

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**Q8**

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

Not that I'm aware of

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**Q9**

Any other comments or feedback?

Any new innovations should be thoroughly investigated.

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**Q10**

About you

Name

██████████

Address

██

Email Address

██

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#8

**COMPLETE**

**Collector:** Web Link 7 (Web Link)  
**Started:** Tuesday, May 04, 2021 10:32:58 AM  
**Last Modified:** Tuesday, May 04, 2021 10:42:15 AM  
**Time Spent:** 00:09:17  
**IP Address:** 27.33.210.34

Page 1

**Q1**

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Do not support,**

Comments:

The plan is good as far as it goes, but appears to ignore Scope 3 emissions associated with roads and footpaths and 'hard' infrastructure such as buildings, pavements and stormwater culverts, pipes etc.

**Q2**

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

**Yes****Q3**

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

**Yes,**

Comments:

Emissions from transport are probably ranked third if you properly account for Scope 3 emissions associated with hard infrastructure (concrete, asphalt, pavements, building materials etc), but nonetheless, Council should most certainly be switching to Battery Electric Vehicles. There is little merit in switching to PHEV's or Hybrids as these still burn fuel, are less efficient than a pure BEV, and will soon be obsolete.

**Q4**

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

**Yes****Q5**

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

**Yes,**

Comments:

Offsets are a 'necessary evil' but if you're going to buy them, there's merit in identifying projects that have some biodiversity benefits in the local SA biosphere.

**Q6**

**Support**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

**Q7**

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

**Yes,**

Comments:

Community emissions are likely many times greater than Council. Council should be helping the community to transition to a low carbon future by providing the right infrastructure and tightening planning controls. eg. more bike infrastructure, more EV charging infrastructure, pedestrianisation of spaces and well built and planned public transport hubs (bus stops with good well lit public toilets nearby for example) and places to lock up bikes.

**Q8**

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

Development approvals need to consider the operating costs of homes and businesses once built. Well targeted information at the planning stage is critical in lowering these operational emissions so that people don't build structures that have poor solar orientation, are leaky and poorly insulated, or impact on neighbours access to natural light.

**Q9**

**Respondent skipped this question**

Any other comments or feedback?

**Q10**

About you

Name

[Redacted]

Address

[Redacted]

#9

COMPLETE

**Collector:** Web Link 7 (Web Link)  
**Started:** Tuesday, May 04, 2021 10:42:19 AM  
**Last Modified:** Tuesday, May 04, 2021 10:44:55 AM  
**Time Spent:** 00:02:36  
**IP Address:** 27.33.210.34

Page 1

**Q1**

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Strongly support,**

Comments:

We are facing a climate crisis and all efforts to achieve net zero emissions need to be undertaken. However, NPSP's current proposal needs to consider scope 3 emissions, which often encompasses more emissions than scope 1 & 2 combined.

**Q2**

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

**Yes,**

Comments:

Not only is renewable energy cheaper than fossil fuel generated power, making it a sensible decision, it will assist in lowering our emissions.

**Q3**

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

**Yes,**

Comments:

Yes. Switch directly to electric vehicles rather than hybrids. Hybrids are transition vehicles which eventually will be phased out. More cost effective to switch directly to EVs and bypass hybrids.

**Q4**

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

**Yes,**

Comments:

Despite the ability to purchase carbon offsets, it should be noted that this option should not be used as an excuse to continue operations as status quo, and just to offset operations. All efforts need to be undertaken to minimise our emissions; and offsets should only be used as a last resort.

**Q5**

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

**Yes,**

Comments:

Better quality control within Australia.

**Q6**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

**Strongly support,**

Reason for your answer:

As we transition council operations to zero emissions, yes purchasing offsets is a good start. But as council reduces operations emissions, offsets must be phased off. As mentioned earlier, offsets should be used as an absolute last resort

**Q7**

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

**Yes,**

Comments:

Be the leader. Show residents and businesses how it is done. Guide them so they too can transition to a low carbon future.

**Q8**

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

More detail for EV chargers- how many and where  
Solar on council properties, solar car parks  
Grants for residents and businesses to implement emissions reduction  
Energy efficiency for current and new buildings

**Q9**

**Respondent skipped this question**

Any other comments or feedback?

**Q10**

About you

Name [REDACTED]

Address [REDACTED]

## #10

COMPLETE

**Collector:** Web Link 7 (Web Link)  
**Started:** Tuesday, May 04, 2021 10:44:58 AM  
**Last Modified:** Tuesday, May 04, 2021 10:49:11 AM  
**Time Spent:** 00:04:13  
**IP Address:** 27.33.210.34

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Page 1

## Q1

Do you support the proposed Corporate Emissions Reduction Plan and priority projects?

**Strongly support,**

Comments:

Yes, but the devil is in the detail - how much funding for this will be available. I note the exclusion of scope 3 emissions in the plan. Scope 3 or value chain emissions are the result of activities from assets not owned or controlled by the reporting organization, but that the organization indirectly impacts in its value chain. In the context of local councils, includes activities such as: Electricity embodied in water use Diesel use in waste collection Emissions released from council waste Embodied emissions in the deployment of roads, footpaths and stormwater infrastructure. A brief outline can be found here:

<https://www.epa.gov/climateleadership/scope-3-inventory-guidance> Unley Council who are currently producing a similar emissions reduction plan have included a scoping exercise for scope 3 emissions, and activities to reduce and offset these emissions. In many respects scope 3 emissions can be larger than both scope 1 and 2 emissions combined. Failure to account for scope 3 emissions is an inadequate response as policy and asset expenditure by the council over the next 2 decades will not take into account the embodied carbon footprint of concrete pavements, roads, drains and other council managed infrastructure. The council ought to consider including scope 3 emissions as part of it's emissions reduction plans. Operational planning can then guide asset purchases with a framework of low carbon materials, recycled materials and a circular economy.

## Q2

Electricity consumption equates to over half of the Council's emissions. Do you support the purchase of 100% renewable energy as part of the Council's electricity contract?

Yes

**Q3**

Emissions from transport is second largest source of emissions (after energy) for the Council. Do you support the transition of the Council's corporate vehicles to hybrid electric and electric vehicles?

**Yes,**

Comments:

Yes, but the move to EVs should happen faster. Small vehicles can easily be met at a sensible price point with cars such as the Hyundai Ioniq, Nissan Leaf and MG ZS EV.

**Q4**

The Plan aims to reduce emissions as far practicable, however there are some emissions which are unavoidable. Do you support the Council purchasing carbon offsets to offset its remaining emissions?

**Yes****Q5**

If Council does purchase carbon offsets, would you prefer offsets are purchased from South Australian and Australian projects which may have a price premium compared to offsets from overseas projects?

**Yes,**

Comments:

Ideally offsets should be Australian based projects to help reverse some of the damage done from poor land management

**Q6**

The actions in this Plan seek to significantly reduce emissions by 2025, before ultimately aiming for zero emissions in 2030. To accelerate this progress, do you support the Council in aiming to achieve zero corporate carbon emissions earlier than 2030 by purchasing offsets?

**Strongly support,**

Reason for your answer:

In order to avoid a climate catastrophe we must reduce emissions as quickly as possible

**Q7**

The Plan targets corporate carbon emissions from the operations of the Council. Do you think the Council should develop a community emissions reduction plan which will include strategies and actions for residents and businesses to reduce emissions?

**Yes,**

Comments:

Absolutely. Council actions account for a fraction of the emissions done within the LGA. Private households, businesses and community groups should all be proactive in finding strategies with council to make individual impacts, as well as the opportunity to speak into council policy.

**Q8**

Are there any additional emission reduction projects you think the Council should include in the Plan to reduce emissions?

Tree Planting

Free seedlings to residents annually

Community grants for energy efficiency and solar / batteries

Community Batteries

EV chargers

Repair cafes

Community Library of goods and tools



**Q9**

Any other comments or feedback?

A brief outline can be found here: <https://www.epa.gov/climateleadership/scope-3-inventory-guidance>

Unley Council who are currently producing a similar emissions reduction plan have included a scoping exercise for scope 3 emissions, and activities to reduce and offset these emissions. In many respects scope 3 emissions can be larger than both scope 1 and 2 emissions combined.

Failure to account for scope 3 emissions is an inadequate response as policy and asset expenditure by the council over the next 2 decades will not take into account the embodied carbon footprint of concrete pavements, roads, drains and other council managed infrastructure. The council ought to consider including scope 3 emissions as part of its emissions reduction plans. Operational planning can then guide asset purchases with a framework of low carbon materials, recycled materials and a circular economy.

1.3 The council should consider that several policy decisions like PV solar and EVs can be net operation cost reduction items. Therefore it would be sound to accelerate and account for additional upfront budget expenditure for long term operation cost reductions.

1.4 Council operations constitute a small proportion of total emissions from the NPSP community. Therefore a more holistic emissions reduction plan would include ways to include the community to reduce their own emissions. Would the council consider developing a residents and business plan for reducing community emissions across the whole LGA. This plan should be included for consideration for the FY 21/22 council budget.

1.5 Engaging the community to solve and tackle the climate emergency would bring about more innovative, creative solutions to emissions reductions.

Can emissions be reduced more quickly?

2.1 100% renewable energy contract: this could be sourced faster than 2023 through the LGA SA's own procurement services that have a fully renewable option.

2.2 Regarding council vehicles, there are affordable electric vehicle fleet options available today that would warrant consideration over hybrid or plug in hybrid vehicles. Starting procurement in 2 years time is delaying zero emissions transport and locking the council into transport emissions over the life of the fleet purchased in 2021-23.

2.3 Solar on council properties: solar should be considered as part of any redevelopment project for the Norwood Library or Council Owned Swimming Centres

2.4 Pool Heating: the council should consider heat pump pool heating coupled with onsite solar for low emissions and lower operational costs

2.5 Solar Carparks: Solar awnings should be implemented on the rooftop level of the Webbe Street Carpark as a future proofing option for on site EV charging

Lack of Detail

3.1 Electric Vehicle Chargers: How many will be deployed and in what locations? Will there be consultation of current EV owners on what would be ideal locations and charging infrastructure to maximise utilisation and cost effectiveness?

Governance

4.1 The council should make public yearly reporting on progress on emissions reductions

4.2 The council should allocate a 5 year capital expenditure budget to effectively implement this emission reduction plan

### Plan to reduce emissions in the Community

5.1 The council must use its position as civic leaders to model and encourage ways that individuals and businesses can also reduce their emissions.

5.2 The council should formulate a "take a pledge" program for individuals and businesses to reduce their own footprint and make funding available to communicate, track and potentially fund progress.

5.3 The council could make available grants to implement emissions reduction at a household, street, business or community level.

5.4 The council should improve energy efficiency and sustainability considerations for new builds in the LGA. With the increased infill development currently happening, there are plenty of examples of poorly orientated homes, a lack of consideration for open and green spaces and a lack of awareness of sustainable building practices. Could the LGA provide a sustainability service for new build applications to improve sustainability of designs prior to submission for development approvals?

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### Q10

#### About you

Name

██████████

Address

██

Email Address

████████████████████████████████████



[townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)

### Draft Corporate Emissions Reduction Plan

The Association supports the Draft Corporate Emissions Reduction Plan. We are impressed that the Corporation has reduced its emissions by much more than its previous (admittedly modest) targets. The ambition to reduce emissions to net neutrality by 2030 is a worthy goal.

We are particularly pleased to see that many of the measures that will reduce emissions are measures that will reduce costs to ratepayers generally - a more efficient organisation should also be more efficient in its use of fossil fuels.

We have several suggestions to broaden the Plan and reduce emissions further:

1. Have a separate plan, with separate targets for the Capital Program

While recognising that the Council is doing many things that will address climate change that are not part of this Plan, we suggest that capital works need to be covered as well as operations.

Capital works do create carbon emissions and Council should be considering and measuring these when planning and undertaking them. For example, the recent decision to "naturalise" Third Creek as it passes the Payneham swimming pool will result in far fewer carbon emissions than the alternative of a concrete channel. Where concrete and other material whose production emits carbon has to be used, procurement policies for capital works should also consider materials that minimize this, just as procurement policies for operations will.

2. Address community emissions separately in the reduction program

We agree with the decision not to include community emissions in your carbon neutrality target, but Council can do things to reduce the broader community's emissions.

The initiative to "...Investigate a Community Carbon Emissions Plan to reduce community emissions in line with the Council" is welcome, but appears a bit half-hearted, especially as this investigation isn't to occur until 2024-25. There are things that can be trialled now to help us both reduce emissions and make life better. For example, Council could encourage the take-up of e-bikes through a trial and loan scheme. Council could be a source of ideas for residents to reduce their emissions and to encourage offsets, such as tree planting.

The number one and two grievances of our members are (1) annoyance at the way houses and gardens are being bulldozed to make way for more intensive development, and (2) the "traffic nightmare". Both of these would be addressed by a plan dealing with community carbon emissions if measures were taken to protect our trees and gardens and residents were encouraged to walk and ride more and use their cars less.

### 3. Be expansive in the use of carbon off-sets

We agree that in measuring targets, Council should only include audited off-set programs. But that doesn't mean that effective but difficult to measure approaches should be ignored. Council should not let its activities be limited by the need to quantify results. For example, we understand that the local landscaping company Jeffries produces biochar with waste material. The actual impact of this on carbon emissions would probably be very difficult to measure, but that doesn't mean that it should be ignored in decisions about how to deal with Council's vegetation waste or soil purchasing. An "unaccredited reductions" column could perhaps deal with this.

The Norwood Residents Association welcomes the Carbon Emissions Reduction Plan and congratulates the Council on its production. We hope that the suggestions put forward above are considered in its adoption.

Your Faithfully,

A handwritten signature in black ink that reads "Ian Radbone". The signature is written in a cursive, slightly slanted style.

(Dr Ian Radbone, President)

2 May 2021

## 11.2 BURCHELL RESERVE MASTER PLAN

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**REPORT AUTHOR:** Project Manager, Urban Design & Special Projects  
**GENERAL MANAGER:** Chief Executive Officer  
**CONTACT NUMBER:** 8366 4506  
**FILE REFERENCE:** fA4397  
**ATTACHMENTS:** A - D

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### PURPOSE OF REPORT

The purpose of this report is to present to the Council for its consideration and endorsement, the draft Master Plan which has been developed for Burchell Reserve, St Peters.

### BACKGROUND

Burchell Reserve is located in Sixth Avenue, St Peters and has an area of approximately 6,500 square metres. In 2010, the Council was successful in receiving grant funding from the State Government's Department of Planning & Local Government to develop a Master Plan for Burchell Reserve. The need for a Master Plan was identified as a result of the tennis facilities located at the Reserve reaching the end of their useful life.

The project eventually commenced in April 2012, when the Council completed its consultant procurement process and commissioned Oxigen (Landscape Architecture and Urban Design Consultants) to undertake the preparation of the Master Plan for the Reserve.

Preparation of the draft Master Plan was undertaken in consultation with the community, Elected Members and relevant key Council staff and was undertaken in three (3) stages. The first stage was the preparation of a Discussion Paper which analysed the existing facilities, relevant studies and reports and identified opportunities for Burchell Reserve. The second stage was the release of a draft Master Plan for community comment. The third stage was the development of a final draft Master Plan, which was completed in September 2012, following community consultation. However, due to other funding priorities and financial constraints, the project did not proceed further.

In early 2021, Council staff reviewed the 2012 final draft Master Plan for Burchell Reserve, recognising that the condition of the infrastructure at the Reserve has deteriorated further and that an upgrade to the Reserve is now required. The review included a number of minor revisions as well as some additional proposed stormwater infrastructure to align the Master Plan with the Council's Strategic Plan, Budget and Flood Mapping and Stormwater Management Strategy (refer to Discussion Section). A copy of the amended draft Master Plan which has been prepared for Burchell Reserve is contained in **Attachment A**.

This report outlines the process which has been undertaken in the development of the revised draft Master Plan and the key elements and recommendations for the *Burchell Reserve Upgrade Project*. The Council's endorsement of the revised Master Plan is now sought prior to progressing the Project to the detail design and construction documentation phase.

### RELEVANT STRATEGIC DIRECTIONS & POLICIES

The relevant Outcomes and Objectives of the Council's *City Plan 2030, Shaping Our Future Mid Term Review 2020*, as well as comments on how the Burchell Reserve Upgrade will contribute towards these, are provided below.

#### **Outcome 1: Social Equity**

An inclusive, connected, accessible and friendly community.

**Objective 1.1** Convenient and accessible, services, information and facilities.

**Objective 1.3** An engaged and participating community.

**Objective 1.4** A strong, healthy, resilient and inclusive community.

The community highly values the open space and recreation assets available across the City and particularly, those open spaces and recreation assets within walking distance from their properties. It is well recognised that reserves in the City of Norwood Payneham & St Peters are more than just play equipment and physical spaces, they are very much centres of community activity not just for parents, grandparents, carers and relatives of young children, but for the community generally.

The upgrade to Burchell Reserve will establish a contemporary park setting, as well as improve the access, amenity and facilities of the Reserve by providing new community tennis courts, toilets, picnic shelter, playground, paths, furniture and more landscaping that will support community gatherings and encourage social interaction.

**Outcome 2: Cultural Vitality**

A culturally rich and diverse City, with a strong identity, history and sense of place.

**Objective 2.4** Pleasant, well designed, and sustainable urban environments.

**Objective 2.5** Dynamic community life in public spaces and precincts.

With a limited amount of open space within the City of Norwood Payneham & St Peters, the spaces available need to be well designed and utilised. When upgraded, Burchell Reserve will act as a local community focal point for local residents and offer a mix of structured and unstructured play, whilst maintaining the privacy of adjoining neighbours. The proposed upgrade seeks to retain most of the existing mature trees located throughout the Reserve, as they contribute to the character of the Reserve and the area generally, and are well-recognised and valued by the local community.

**Outcome 4: Environmental Sustainability**

A leader in environmental sustainability.

**Objectives:**

**Objective 4.1** Sustainable and efficient management of resources.

**Objective 4.2** Sustainable streets and open spaces.

The proposed upgrade will incorporate hardy and resilient plants that do not require significant watering or maintenance. Through new shade trees, shrub and groundcover plantings, Burchell Reserve will provide a cooler, greener environment within this highly developed urban area. It will also provide the ideal location to capture stormwater for detention, infiltration and reuse and reduce the risks of flooding within the surrounding area.

The *Burchell Reserve Upgrade Project* aligns with the following Council strategies and plans.

**Open Space Strategy**

Burchell Reserve is identified as a District Level reserve in the Council's *Open Space Strategy* due to the range of activities that it offers, in particular the tennis courts. Whilst there are a number of other reserves, Burchell Reserve is the only District Level Reserve within the suburbs of St Peters, College Park and Hackney. Accordingly, the upgrade to Burchell Reserve will play an important role in meeting the needs of the community generally, particularly as people seek recreation and respite through different opportunities.

The Open Space Strategy identifies the following opportunities for Burchell Reserve:

- upgrading at least one of the tennis courts for community use and provide opportunity for multiple use hard-court activities such as netball, basketball, etc.;
- investigating the provision of power for community events and private functions;
- upgrading the toilets, including provision for people with disabilities; and
- extending the Reserve over the existing laneway along its northern boundary.

## Playground Strategy

Burchell Reserve's playground has been designated as a Neighbourhood (Level 3) Playground in the Council's *Playground Strategy Report*. Neighbourhood playgrounds should be of good quality and generally include standard play equipment for different age groups.

The *Playground Strategy* identifies the following directions for Burchell Reserve:

- reviewing the design of the playground and location of equipment pieces;
- broadening the range of equipment for age groups (e.g. add toddler equipment);
- considering relocation in longer term and improve link between playground and rest of the Reserve;
- reviewing the playground location as part of a redesign of the Reserve linked to the Tennis Strategy directions; and
- retaining fencing around the Reserve and do not fence the play area (this park has not been identified as an off leash area for dogs).

## Public Health Plan

The *Public Health Plan for the Eastern Region* sets out the strategic directions to work towards delivering better living and better health, with a number of these directions sitting under the theme of 'Environments for better health'. An upgrade to Burchell Reserve will assist in achieving the direction of the *Public Health Plan* by creating an attractive and stimulating Reserve that provides opportunities for active and passive recreation, which will encourage physical activity, social interaction, and social cohesion within the community.

## Climate Change Adaptation Plan

The *Burchell Reserve Upgrade Project* also aligns with the *Eastern Region Climate Change Adaptation Plan*, which establishes a number of key priorities for action, including increasing the areas of open space in key locations and increasing the areas of planting in urban areas to create a greener, cooler space to help reduce and mitigate the impacts of climate change, and serving as a green oasis in this urbanised area.

## FINANCIAL AND BUDGET IMPLICATIONS

In 2010, the Council received a grant of \$20,000 from the State Government for the preparation of the Master Plan. The total final cost for the Council was \$26,802.

Following the preparation of the draft Master Plan, Council staff engaged a cost consultant, Rider Levett Bucknall (RLB), for the purpose of providing first order cost estimates for the proposed draft Master Plan. The 2012 cost estimate, prepared by RLB for the delivery of the *Burchell Reserve Master Plan*, was in the order of \$1.83 million (GST Exclusive). A summary of the 2012 cost estimate is provided in **Table 1** below.

**TABLE 1: SUMMARY OF 2012 COST ESTIMATE – FULL SCOPE**

<b>Key Component /Asset</b>	<b>Estimate</b>
Site Preparation, Alterations and Renovations, Services	\$308,000
Tennis / Multipurpose Courts	\$260,000
Playground Equipment and Rubber Softfall	\$310,000
Toilet	\$100,000
Picnic Shelter	\$50,000
Landscaping Improvements	\$110,000
Pathways, Ramps and Stairs	\$115,000
Park Furniture, Fixtures & Signage	\$150,000
Walls, Fencing & Gates	\$72,000
Construction Management Costs and Builders Margin	\$180,000
Contingency Allowance (10%)	\$175,000
<b>Total</b>	<b>\$1,830,000</b>

The 2012 RLB Cost Estimate to deliver the full scope of the Master Plan, was much higher than the estimates proposed by Council staff. In light of the RLB cost estimate, RLB was asked to prepare a revised cost estimate based on a reduced scope which excluded new play equipment, rubber soffit and minor public art installations. A summary of the 2012 revised cost estimate is provided in **Table 2** below.

**TABLE 2: SUMMARY OF 2012 REVISED COST ESTIMATE – REDUCED SCOPE**

<b>Key Component /Asset</b>	<b>Estimate</b>
Site Preparation, Alterations and Renovations, Services	\$303,000
Tennis / Multipurpose Courts	\$260,000
Playground Equipment and Rubber Soffit	-
Toilet	\$100,000
Picnic Shelter	\$50,000
Landscaping Improvements	\$110,000
Pathways, Ramps and Stairs	\$115,000
Park Furniture, Fixtures & Signage	\$125,000
Walls, Fencing & Gates	\$72,000
Construction Management Costs and Builders Margin	\$135,000
Contingency Allowance (10%)	\$130,000
<b>Total</b>	<b>\$1,400,000</b>

Whilst the reduced scope identified opportunities to reduce the overall cost of the Project, it eliminated a significant component of the Reserve upgrade (i.e. new playground equipment and rubber soffit) which would not be supported by the community. The 2012 RLB Cost Estimate also did not account for professional fees or cost escalation beyond 2012.

Recognising that the redevelopment of Burchell Reserve should now proceed, the Council allocated \$150,000 for detail design and documentation for the *Burchell Reserve Upgrade Project* as part of its 2020-2021 Annual Business Plan and Budget. The Council has also proposed an allocation of \$2.6 million to commence and complete the upgrade of Burchell Reserve over the next two (2) financial years (i.e. \$2,026,000 in 2021-2022 and \$574,000 in 2022-2023).

The Council submitted an application for the *Burchell Reserve Upgrade Project* in the State Government's 2020-21 *Open Spaces and Places for People* grant funding round. The application was however unsuccessful. However, a new application for the *Burchell Reserve Upgrade Project* will be submitted in the 2021-22 *Open Spaces and Places for People* grant round which opens in early July 2021.

Notwithstanding this, the Council recently received a grant of \$70,000 from the *Green Adelaide Board* to design the *Burchell Reserve Water Sustainability Upgrade* component (refer to Discussion Section). It should be noted that the Council has budgeted \$1,000,000 as part of its Drainage Asset Management Plan (adopted in January 2021) to implement the stormwater management components of the large residential catchment centred along Seventh Avenue between St Peters Street and Stephen Terrace and extending from Seventh Lane to Eighth Avenue including Burchell Reserve.

**EXTERNAL ECONOMIC IMPLICATIONS**

Recent State and Federal Government stimulus funding for infrastructure projects has created a large demand for professional services consultants and contractors to undertake projects. The high demand has resulted in a shortage of labour and materials in some industries, with some companies turning down work or advising significant delays to complete work or supply materials. It is expected that the market will be less competitive and that costs will escalate over the short to medium term.

**SOCIAL ISSUES**

Nil



## CULTURAL ISSUES

Not Applicable.

## ENVIRONMENTAL ISSUES

The Council is working actively towards being a leader in environmental sustainability and the Master Plan has identified a number of key opportunities to support sustainable initiatives (refer to Discussion Section).

Burchell Reserve is situated at the “downstream end” of the “Joslin Valley” which consists of multiple trapped low points and historic development through the pre-development overland flow path. As previously advised, Joslin Valley as a whole, is experiencing and predicted to experience increasing susceptibility to flooding due to both stormwater runoff from increasing rainfall intensity and increasing infill development. Given the severe restrictions of available land within the Joslin Valley, Burchell Reserve provides an opportunity to incorporate stormwater management including flood detention, which will reduce the downstream flow rate and provide enhanced flood protection, water quality improvement via a planted swale and reuse opportunities via toilet flushing.

## RESOURCE ISSUES

The development of the 2012 draft Master Plan was undertaken by the Council’s Consultant (Oxigen) and was overseen by a Staff Project Steering Group, which involved the Council’s Manager, City Assets, Senior Projects Engineer, Assets & Special Projects Officer and Horticultural & Arboricultural Services Coordinator.

The 2021 review of the draft Master Plan has been undertaken by the Council’s Economic Development & Strategic Projects Unit, in consultation with the Council’s Project Manager, Assets. Following the Council’s endorsement of the draft Master Plan, a tender process will be promptly undertaken to select a Consultant Team to undertake the detail design and construction documentation. The Council’s Economic Development & Strategic Projects Unit will continue to manage the delivery of the project.

## RISK MANAGEMENT

Insofar as the development of the Master Plan is concerned, there are no obvious risks for the Council to consider. However, in respect to the implementation of the Master Plan’s recommendations and strategies, there are a number of risk management issues which will need to be considered during detail design, documentation and construction. A Safety in Design Report and Risk Management Plan will be prepared during each of these project phases.

## COVID-19 IMPLICATIONS

The COVID-19 pandemic has created changed external economic and social conditions. The Burchell Reserve Upgrade will support the State’s economic growth and jobs in design, engineering and construction related industries. Good quality open space is important for the recreation and mental health needs of the local community.

## CONSULTATION

- **Elected Members**

In 2012, three (3) Information Sessions were held with Elected Members which were jointly conducted by the Council’s Consultant (Oxigen) and Council staff. Each of these Information Sessions coincided with one of the three (3) stages of the development of the Master Plan.

On 16 May 2012, Information Session One (1) was held. At that time, the draft Discussion Paper was presented to Elected Members prior to it being released for community consultation. A copy of the draft Discussion Paper is contained in **Attachment B**.

On 11 July 2012, Information Session Two (2) was held. At that time, the results of the comments received on the Discussion Paper and the draft Master Plan, which had been developed following the conclusion of the Discussion Paper consultation process was presented to the Elected Members.

On 24 September 2012, Information Session Three (3) was held. At that time, a summary of the comments received during the community consultation process on the draft Master Plan and the final draft Master Plan, which are contained in **Attachments C and D** respectively, were presented to Elected Members.

On 31 May 2021, a fourth Information Session was held to review the 2012 draft Master Plan and provide an overview of the revisions made to the draft Master Plan in 2021, prior to being presented to the Council for its endorsement.

- **Community**

Community consultation was undertaken in two (2) stages. The first stage encompassed the release of the Discussion Paper, which was aimed at seeking comments with respect to what the community considered to be issues which needed to be addressed in the Master Plan. The second stage encompassed the release of the draft Master Plan, which was developed taking into account the comments received on the Discussion Paper.

#### Discussion Paper

The community consultation and engagement in relation to Stage 1, the Discussion Paper, was conducted over a period of four (4) weeks commencing 28 May 2012 and concluding 29 June 2012. An Information Session was held at the Reserve on 16 June 2012, where approximately 20 to 30 people attended. Ten (10) written submissions were received. The key issues raised during this stage of the community consultation are summarised in the Consultation Summary section of the Master Plan.

As part of this stage of the community consultation process, the following was undertaken:

- the Discussion Paper and Consultation Comment Form were placed on the Council's website along with information on the project, the key stages involved in the development of the Master Plan, where further information could be obtained, and details of a Public Information Session to be held in the Reserve on 16 June 2012;
- a sign was placed in the Reserve providing notification of the project and the details of the Information Session that was to be held in the Reserve;
- an advertisement was placed in the two (2) Messenger Newspapers, which formerly circulated within our City providing all the necessary details; and
- a public display was placed in the (then) temporary St Peters Library with copies of all documentation.

A summary of the comments received in Stage 1 is included in the Consultation Summary section of the 2012 draft Master Plan Report, a copy of which is contained in **Attachment D**.

#### Draft Master Plan

As part of Stage 2 of the community consultation component, the following was undertaken:

- the draft Master Plan and Consultation Feedback Form were posted on the Council's website;
- an advertisement was placed in the two (2) Messenger Newspapers, which formerly circulated within our City providing all the necessary details; and
- a public display was placed in the (then) temporary St Peters Library site with copies of all documentation.

The community consultation and engagement for Stage 2 of the Project ran for a period of four (4) weeks commencing 14 August 2012 and concluding 10 September 2012. Five (5) written submissions were received. A summary of the comments received during this stage of the community consultation process is contained in **Attachment C**, as well as the Consultation Summary section of the 2012 draft Master Plan Report, a copy of which is contained in **Attachment D**.

- **Staff**

The development of the 2012 draft Master Plan was overseen by a Project Steering Group which comprised of the Council's Manager, City Assets, Senior Projects Engineer, Assets & Special Projects Officer and Horticultural & Arboricultural Services Coordinator. Consultation with other key Council staff was undertaken during the Discussion Paper and draft Master Plan stages of the project to ensure input from all areas of the organisation was taken into consideration.

In 2021, the draft Master Plan was reviewed by the Council's Manager, Economic Development & Strategic Projects, Project Manager, Urban Design & Special Projects and Project Manager, Assets, resulting in minor revisions to the draft Master Plan, a copy of which is contained in **Attachment A**.

- **Other Agencies**

Not Applicable.

## DISCUSSION

A final draft Master Plan Report (**Attachment D**) was completed by Oxigen in September 2012, using a robust and detailed consultation process ensuring Elected Members, key Council staff and the wider community were given an opportunity to identify the key issues which needed to be considered and addressed and input into the recommendations and strategies proposed.

Burchell Reserve has been well utilised by the local community in the past. However, as the existing facilities (e.g. tennis courts, toilets, playground equipment, basketball key) are old, substandard and/or in poor condition, the Reserve is now underutilised. The 2012 draft Master Plan Report proposes the enhancement and improvement of the existing facilities located within the Reserve, thereby allowing the Reserve to be better used into the future and to better meet the needs of the local community.

In 2019, the Council completed a *Flood Mapping and Stormwater Management Strategy* for the stormwater catchments contained within the City. As part of the strategy, private property is to be protected, where possible, from flooding up to and including the 1% AEP (Annual Exceedance Probability) climate change rainfall event. As part of the flood mapping exercise, it was identified that a large residential area centred along Seventh Avenue between St Peters Street and Stephen Terrace and extending from Seventh Lane to Eighth Avenue, would be inundated during 1% AEP (i.e. a '1 in 100 year flood') and 5% AEP (i.e. '1 in 20 year flood') events and to a lesser extent in the 20% AEP (i.e. '1 in 5 year flood') event. Burchell Reserve was identified as a potential location for flood mitigation infrastructure.

In 2021, the Council received a *Green Adelaide Grant* to undertake preliminary and detail design for three (3) stormwater management projects, which includes:

1. Burchell Reserve Water Sustainability Upgrade: \$70,000 plus GST;
2. St Peters Street Upgrade Project: \$50,000 plus GST; and
3. Trinity Valley Drainage Upgrade Project: \$120,210 plus GST.

The Burchell Reserve Water Sustainability Upgrade Project aims to achieve best practice, using the *SA Water Sensitive Urban Design Policy* targets and will seek to maximise *Water Sensitive Urban Design* (WSUD) and stormwater detention opportunities to reduce pollution and flooding as part of the Council's Flood Mapping and Stormwater Management Strategy.

As a result of the findings and recommended directions of the Council's *Flood Mapping and Stormwater Management Strategy* and the receipt of grant funding to design the Burchell Reserve Water Sustainability Upgrade, the 2012 Master Plan was revised in February 2021 and now incorporate the proposed flood protection, water quality improvement and stormwater re-use opportunities which have been identified by the Council's Project Manager, Assets and civil and hydraulic engineering consultants.

The key revisions made to the 2012 Master Plan include:

- incorporation of a stormwater detention tank (nominally 670 cubic meters) to be located beneath the tennis courts;
- flood levee wall (nominally 1 metre tall) along a portion of the northern and western boundaries;
- re-location of the rain garden from northern to southern side of the Reserve, where it will be more effective in treating stormwater; and
- minor adjustments to stairs widths, paths, furniture, recreation equipment, and barbeque, picnic and play areas to reduce overall costs.

### **Key Recommendations of the 2012 Master Plan and Proposed 2021 Amendments**

The key recommendations of the 2012 Master Plan and the proposed 2021 amendments, are summarised under the headings below:

- **Access**

Access was identified by the community to be a key issue which needed to be addressed.

Currently, access to the Reserve along the southern side (off Sixth Avenue) is via three (3) stair-entries and an at-grade access for Council maintenance vehicles. Also, access to the Reserve along the northern side (off Seventh Lane) is via two (2) step-entries and an at-grade tennis court access. None of these entry points meet current Australian Standards and are not DDA compliant for pedestrians. The Master Plan proposes to maintain access to the Reserve from both Sixth Avenue and Seventh Lane, however these will be upgraded to meet current Australian Standards.

The key recommendations of the 2012 draft Master Plan relating to access are to:

- upgrade the existing at-grade access located on the southern side near the west corner of the Reserve to a DDA accessible entry with removable bollard for Council maintenance vehicle access;
- upgrade, as the primary entry to the Reserve, the access off Sixth Avenue which is located approximately midway along the frontage of the Reserve to include wide entry stairs, entry signage and a DDA compliant access ramp for pedestrians;
- upgrade the existing stairs located on the south-eastern corner of the Sixth Avenue entrance to Australian Standards;
- maintain and at-grade entry and gate to the tennis courts from Seventh Lane;
- upgrade the existing pedestrian entrance to the playground from Seventh Lane to achieve DDS compliance;
- upgrade the existing pedestrian entrance point on the northern side of the Reserve, off Seventh Lane, to achieve DDA compliance; and
- provide a pathway network to connect the key features and facilities of the Reserve.

In the 2021 amended draft Master Plan, a 1m high levee wall is proposed along a portion of the northern and western boundaries to accommodate flood mitigation. As a result, the access points from Seventh Lane directly into the tennis court and playspace areas, may need to be modified and/or removed. It is desirable to maintain one, if not both of these accesses, however there are multiple alternative access points from Seventh Lane and Sixth Avenue. These access points will need to be considered further during the detail design and documentation stage.

- **Recreation and Activities**

The Master Plan builds on the existing elements and recreation uses provided at the Reserve. The proposed redevelopment of the Reserve is flexible and will allow for an even wider range of recreational uses and activities in the future.

The key recommendations of the 2012 draft Master Plan relating to recreation are to:

- maintain a large grassed area for general recreations use in the centre of the Reserve;
- install new picnic and barbeque facilities, including a shelter;
- install new playground equipment and surfacing in shaded location;
- introduce outdoor table tennis;
- maintain tennis as a key activity but introduce basketball, netball and soccer goals; and
- provide a pathway loop for a range of other recreational activities (e.g. walking, jogging, children learning to ride a bike, etc.).

In the 2021 amended draft Master Plan, the outdoor table tennis tables are proposed to be removed and the soccer goal to potentially be replaced by other court games (e.g. foursquare / handball). All other active recreation elements are retained.

The Reserve is currently not identified or endorsed by the Council as one of its off-leash areas. The Master Plan acknowledges off-leash areas are in close proximity to the Reserve (e.g. St Peters River Park, Otto Park and Hannaford Reserve). As such, the Master Plan does not propose any changes to current dog controls at Burchell Reserve.

- **Furniture**

The 2012 draft Master Plan incorporates park furniture that is contemporary and robust. The range of furniture and outdoor elements includes bench seats, picnic settings, a drinking fountain, bicycle racks, barbecues and litter bins.

In the 2021 amended draft Master Plan, the same furniture and outdoor elements are proposed. However, the amount of seats, picnic settings and barbecues has been moderately reduced in an effort to value manage the overall costs that will be required to upgrade the Reserve.

- **Structures (Buildings)**

The existing structures in the Reserve include a toilet block and a former tennis clubroom/storage building. The toilet block is very old and is not DDA compliant. The former clubroom/storage building has not been in use for a very long time and are very run-down. The 2012 draft Master Plan proposed to remove both structures and reconstruct the toilet block.

The 2012 draft Master Plan also proposes an additional structure in the form of a shelter to contribute towards the successful function of the redeveloped Reserve, increase amenity and support a wide range of recreational activities. Such a structure is to be designed to fit into the park setting with minimum visual impact. This can be achieved through appropriate built form and use of materials.

The key recommendations outlined in the 2012 draft Master Plan relating to structures are to:

- demolish the existing clubrooms building;
- demolish and replace the existing toilet block ensuring DDA compliance and that the new structure incorporates environmentally sustainable design principles (e.g. rainwater re-use) and blends with the Reserve setting; and
- install a new shelter between the new playground and the new tennis courts which will support these activities by offering amenity and protection from weather. The shelter may include a solid roof section and an 'open' planted-pergola section to provide year-round comfort.

No changes are proposed to the buildings as part of the 2021 amended draft Master Plan. The style, colour and materials of the new toilet block and shelter to be installed in the Reserve should be similar in design and quality to other structures which the Council has previously installed in other reserves throughout the City to ensure consistency.

- **Play**

The Council's *Playground Strategy* categorises the existing playground located within the Reserve as a 'Level 3 - Neighbourhood' playspace. For this level, the Strategy recommends the installation of standard rather than unique play equipment.

The existing playground features older style equipment over a bark-chip surface. It is currently located between the grassed area and the tennis courts. Existing trees provide some shade.

The Council's *Playground Strategy* states that the playground at the Reserve should provide play equipment suited for toddlers 2 to 4 years old (e.g. small swings, small slides, low climbers, bouncers/rockers) and young children 5 to 9 years old (e.g. climbers, swings, slides, ropes). The Strategy also requires that 'all-abilities' access (i.e. some pathways) should be provided but currently there are no pathways at all to the play equipment. The Strategy also suggests that fencing (not gates) around the Reserve should be retained but not to fence the playground.

The key recommendations outlined in the 2012 draft Master Plan, relating to the new playground are to:

- retain the playground in its current location;
- ensure the playground is integrated into the landscape and includes a variety of experiences and play opportunities;
- use natural materials that do not require external finishes thereby reducing ongoing maintenance costs; and
- allow for interaction with nature, different forms, colours and textures and encourages adventure, interpretation and imagination.

In interpreting and implementing the recommendations contained in the 2012 draft Master Plan regarding the playground, the Council's *Playground Strategy* and the Council's *Playgrounds Whole-of-Life Implementation Plan* must be considered. As required by these Plans, the playground's service level shall not be increased and is to remain as currently classified (i.e. 'Level 3 - Neighbourhood'). As such, the type of play equipment and extent of the redevelopment of the current playspace, will be reflective of similar levels of playgrounds which have already been upgraded throughout the City (e.g. Drage Reserve at Felixstow and Syd Jones Reserve at Firle).

In this respect, it is important to note that should the Council endorse the draft Master Plan, the Council will be resolving to retain the playground in its approximate existing location, not fence it, retain the service level being a 'Level 3 - Neighbourhood' and that some pathways and accessible play equipment will be provided but it will not be completely an all abilities, accessible playground. As such, these issues will not be further consulted on given that these are considered to be strategic issues and were covered throughout the various consultation measures undertaken as part of the development of the Master Plan.

The purpose of the master planning exercise was not to determine the details of the new play equipment, but rather to confirm 'strategic' issues such as the location of the new playground, level, fencing, etc. The number, type and colour of the play equipment to be provided, the final layout of the playspace and whether or not a shade structure is to be installed will be resolved during the detail design and construction documentation stages for the project.

The 2021 amended draft Master Plan shows a slightly smaller footprint for the playspace compared with the 2012 draft Master Plan. This has been done to reduce some of the costs associated with the Project.

- **Fencing**

The Reserve is currently fenced. This includes a low-chain mesh fencing along Sixth Avenue and Seventh Lane, corrugated iron fencing to the dwelling along the western boundary and a combination of a low wall and high open mesh tennis fence to the dwelling to the east.

There was some debate during the Information Sessions held with Elected Members, throughout the various stages of the development of the draft Master Plan, regarding whether fencing should be provided along the outer perimeters of the Reserve. The consensus, however, was that the playground should not be fenced.

Maintaining the boundary fencing is recommended. The fencing will contribute to its desirable sense of enclosure, provide safety from vehicle movements along Sixth Avenue and Seventh Lane, offer protection from the considerable ground level changes between the Reserve and both Sixth Avenue and Seventh Lane and support safe play opportunities within the Reserve (e.g. stops balls rolling onto the road in particular Seventh Lane).

Retaining the fencing surrounding the Reserve but not fencing the playground is also supported by the Council's *Playground Strategy* and through the comments provided during the community consultation process.

The key recommendations outlined in the 2012 draft Master Plan relating to fencing are to:

- maintain fencing at the boundary and not around the new playground;
- remove the boundary fence in some sections where the ground level-change is safe to do so (e.g. entries, above the terraces, etc.)
- use the existing boundary fencing in the short-term but in the longer-term, provide new boundary fencing which should be low level and visibly unobtrusive;
- provide new, black, full-height cyclone mesh surrounding the tennis courts; and
- maintain solid (non-transparent) fences to neighbouring dwellings.

In the 2021 amended draft Master Plan, the fencing recommendations essentially remain the same, with the exception of a 1m high flood levee wall which is proposed along a portion of the north and western boundaries for the purposes of flood mitigation. A fence will be installed on top of the levee wall where needed. Additionally, the existing boundary fencing on Sixth Avenue and Seventh Lane is now due for renewal and is proposed to be replaced as part of the Burchell Reserve Upgrade.

- **Materials and Surfaces**

The 2012 draft Master Plan proposed consistency in the finish of materials and construction techniques that establishes a local identity for the Reserve, blends and contributes to the residential setting and provides a quality of amenity to support the needs of the local community.

The materials suggested in the 2012 draft Master Plan were chosen for their aesthetics, robust nature and long term cost effectiveness. Proposed surfaces and materials include:

- irrigated turf;
- compacted sand pathways;
- acrylic surfaced asphalt for tennis and multipurpose courts;
- rubber softfall in the playspace;
- gravel surfaces in barbecue and picnic areas; and
- corten (rusted) steel for blade walls.

No changes are proposed in the 2021 amended draft Master Plan. The final materials and surfaces are proposed to be finalised as part of the detailed design stage. Materials and surfaces to be used in the Reserve are proposed to be similar to those which the Council has already used in other reserves throughout the City and considers appropriate to ensure consistency.

- **Lighting**

There are two (2) existing lights on a single stobie pole located in the centre of the Reserve. The stobie pole has overhead power connecting to Sixth Avenue and the toilet block.

The 2012 draft Master Plan proposed the removal of the stobie pole and the provision of sensor lighting near the toilet block and shelter and recommends that solar power opportunities be explored. The 2012 draft Master Plan also proposed feature lighting at the main entrance to the Reserve, albeit this will need to be finalised as part of the detailed design stage.

No changes are proposed in the 2021 amended draft Master Plan.

- **Signage**

The Reserve currently has limited signage namely, a minor entry sign and some advisory signage. The 2012 draft Master Plan proposed co-ordinated signage throughout the Reserve to improve legibility and encourage community and visitor use.

The proposed signage would provide advisory information regarding the Reserve's facilities and directional information for other destinations surrounding the Reserve. To add additional value, interpretive signage may be provided to educate and entertain park users, including botanical information relating to ornamental plantings and cultural heritage of the Reserve.

No changes are proposed in the amended draft 2021 Master Plan and signage will be further developed during the detail design stage.

- **Public Art**

There is currently no public art within the Reserve. The 2012 draft Master Plan proposed the installation of some 'minor' artwork within the Reserve. The Master Plan identified opportunities to incorporate public art which include integration with signage, walls and paving at the entries to the Reserve and/or integration with furniture (e.g. drinking fountains).

No changes are proposed in the 2021 amended draft Master Plan. Public art will be further considered in the detail design stage, recognising that should cost savings be required, public art may be an element that is eliminated or at the very least reduced in scope. It should be noted that public art is not a required component of this Project.

- **Planting and Trees**

Existing planting within the Reserve consists of trees and lawn. There is an opportunity to provide additional planting to contribute to the character and amenity of the Reserve.

The 2012 draft Master Plan proposed additional planting to:

- offer structure, marking entry points and key locations;
- define edges, paths and spaces;
- stabilise soil and reduce erosion, particularly for the existing bank along Sixth Avenue;
- enhance amenity, interest and ecological value;
- accommodate water sensitive urban design;
- educate the public about low water use local plants; and
- provide seasonal change.

The proposed plantings for the Reserve support the use of attractive local native species and appropriate exotic species which have low long-term maintenance requirements. The Reserve is not identified as a priority location in the Council's *Biodiversity Strategy* and this has been taken into account accordingly.



The plant selections within the planting beds proposed in the draft Master Plan considers:

- location and role of planting beds;
- shared and current irrigation and maintenance requirements;
- compliance with *Crime Prevention Through Environmental Design (CPTED)* principles;
- avoiding use of a single species within large areas;
- encourages bold simple planting beds which provides interest and diversity;
- their role in water sensitive urban design, education, biodiversity; and
- growing conditions on this site, particularly during establishment.

The majority of trees in the Reserve are ash (*Fraxinus*) species, which provide an attractive and shady setting. However, some trees within the Reserve are reaching maturity and close to the end of their useful life. Apart from the removal of some unsuitable species or trees which are in poor condition, the 2012 draft Master Plan proposed that the existing trees be retained and supplemented by new tree planting. The location of new tree planting is designed to support spatial organisation of the Reserve, including achieving open lawn spaces, reinforcing movement corridors and for providing shade where needed most (e.g. playspace).

In 2012, a number of submissions suggested a 'community garden', the planting of fruit trees or an orchard within the Reserve. However, following the 2012 Information Sessions with Elected Members, Oxigen discounted this idea from the Master Plan. Additionally, the Linde Reserve Community Garden has since been established in the City which is in close proximity to the Reserve and the Council has not identified a need to establish any further community gardens at this time.

The 2012 draft Master Plan included an indicative plant species list for trees, shrubs and ground covers. No changes are proposed in the 2021 amended draft Master Plan, with trees and plant selections to be further considered in the detail design stage of the Project.

- **Environmental Sustainability**

Environmental sustainability is a key focus of the Council and the 2012 draft Master Plan identified a number of key opportunities to support sustainable initiatives.

The key initiatives include:

- exploring the re-use of the existing court surface as a base for the new courts or as a base for the new pathways;
- minimising power usage through limited lighting, use of sensors and opportunities for the use of solar panels;
- using Water Sensitive Urban Design (WSUD) such as a bio-detention basin/ biofiltration cells for overland flows and catchment of roof and tennis court stormwater run-off;
- using materials and elements that are low maintenance, durable and long-lasting;
- exploring the use of recycled materials for park furniture;
- consolidating the area of irrigated grass to key recreation spaces; and
- ensuring the new irrigation system allows for a possible future supply from the Linde Reserve Dunstone Grove Aquifer Storage and Recovery System (ASR).

The most significant change in the 2021 amended draft Master Plan is the inclusion of the Burchell Reserve Water Sustainability Upgrade, which includes flood detention to reduce the downstream flow rate and provide enhanced flood protection, improved water quality via a planted swale and reuse opportunities via toilet flushing. The Project aims for best practice stormwater management, using the *SA Water Sensitive Urban Design Policy* targets and will seek to maximise Water Sensitive Urban Design (WSUD) and stormwater detention opportunities to reduce pollution. In addition, as part of the Council's Joslin Valley flood mitigation strategy, flood impacted properties within the downstream Joslin Valley are to be protected, where possible, from flooding up to and including the 1% AEP rainfall event.

## OPTIONS

The Council has a number of options available in respect to the progression of this Project. It could resolve to adopt the 2021 amended draft Master Plan, which will enable it to progress to detail design and construction documentation as outlined in this report. Alternatively, the Council could resolve to endorse the 2012 draft Master Plan, which excludes the stormwater and flood mitigation infrastructure proposed as part of the Burchell Reserve Water Sustainability Upgrade.

Other options that the Council could resolve include:

- not to adopt a Master Plan for Burchell Reserve and not to proceed with the *Burchell Reserve Upgrade Project*; or
- adopt a Master Plan for Burchell Reserve but not proceed with implementing it (either in part or in its entirety).

The 2012 draft Master Plan was developed by the Council's Consultant (Oxigen) using a robust and detailed consultation process ensuring Elected Members, key Council staff and the wider community were given an opportunity to identify the key issues which needed to be considered and addressed and provide input into the recommendations and strategies made. To this end, there is no logical reason for the Council not to endorse a Master Plan for Burchell Reserve.

Given the current condition of the Reserve, community expectations, the potential opportunity for flood mitigation and the fact that the draft Annual Business Plan for 2021-2022 includes a budget allocation to undertake the *Burchell Reserve Upgrade Project*, it is recommended that the Council endorses the 2021 revised draft Master Plan as contained in **Attachment A**.

## CONCLUSION

The process used in the development and review of the 2012 draft Master Plan, the relevant details pertaining to the key elements of the 2021 amended draft Master Plan, and the proposed funding of the delivery of the Project in the 2021-22 draft Annual Business Plan have been set out in this report.

The Council's adoption of the 2021 amended draft Master Plan is now sought. This will enable staff to progress to the detail design and documentation stage of the Project. The funding arrangements for the implementation of the Master Plan will be considered by the Council as part of its 2021-2022 Budget.

## COMMENTS

Nil.

## RECOMMENDATION

1. That the *Burchell Reserve Master Plan*, as contained in Attachment A to this report, be endorsed.
2. That the Chief Executive Officer be authorised to make any necessary and required administrative changes to the draft Master Plan for its finalisation and adoption as resolved by the Council.
3. That the Council notes that staff will now commence the detail design and construction documentation stage of the project, based on the recommendations outlined in the Master Plan.
4. That the Council notes that staff will continue to pursue external State and Federal Government funding to contribute towards the delivery of the *Burchell Reserve Upgrade Project*.

## **Attachments – Item 11.2**

# Attachment A

## Burchell Reserve Master Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

# Burchell Reserve Master Plan



# Attachment B

## Burchell Reserve Master Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

## Burchell Reserve Master Plan Project

# BURCHELL RESERVE - DISCUSSION PAPER

Draft (v1b)

May 2012



**Oxigen** Landscape Architecture, Urban Design, Urban Planning

Prepared for City of Norwood Payneham & St Peters





## **CONTENTS**

1. Introduction
2. Site and Context
3. Existing Facilities
4. Other Considerations
5. Summary of Opportunities

Appendix 1 – Existing Playground (further information)

Appendix 2 – Existing Tennis Facilities (further information)

## 1. Introduction

Oxigen, Landscape Architects and Urban Designers, have been engaged by the City of Norwood Payneham & St Peters to develop a Masterplan and associated detailed report for Burchell Reserve, St Peters (“the Reserve”).

Preparation of a Discussion Paper is the first step in the Masterplan process for the Reserve. Council and community input is sought for the Discussion Paper and Draft Master Plan.

### STEP 1    Discussion Paper

### STEP 2    Draft Master Plan

### STEP 3    Final Master Plan

This Discussion Paper:

- reviews and summarises the existing facilities;
- considers other relevant studies and reports; and
- explores the opportunities for the Reserve.

Through consultation with Council and the community, the aim of the Discussion Paper is to determine the requirements for the Reserve (including number and type of facilities) to assist in developing the draft Masterplan.



*Burchell Reserve*

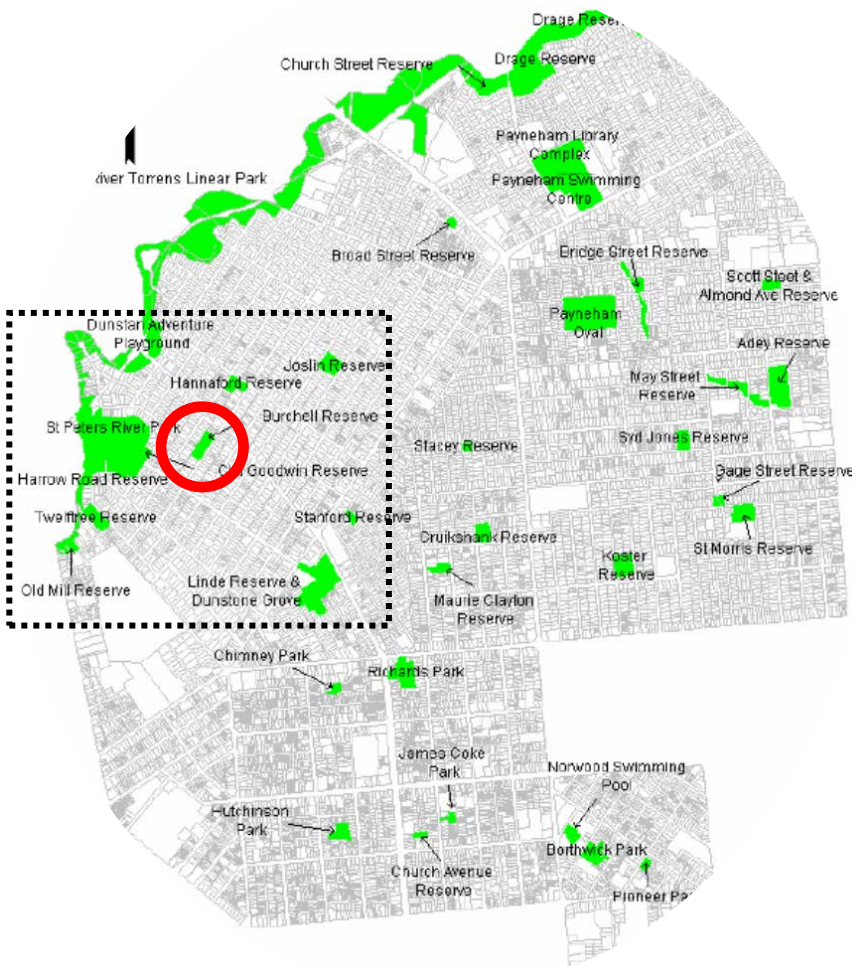
## 2. Site and Context

Burchell Reserve is located in Sixth Avenue, St Peters and is approximately 6,500 square metres in size. The Reserve is a District Level reserve as indicated in the Council’s Open Space Strategy. It is the only District Level Reserve within the St Peters, College Park and Hackney areas. There are a number of current facilities located within the Reserve (refer Section 3 of this paper).

The Reserve plays an important role in the provision of District Level open space, as demonstrated by the number of requests and letters received by the Council regarding the Reserve over some years, in particular in relation to the state of the existing tennis courts.

The Reserve historically has also been popular for reserve bookings. However, this has declined in more recent times, probably as a result of the declining state of the existing tennis courts, public toilets and general infrastructure, reserve furniture, etc.

*Source: Adapted from the brief*



**Location of Burchell Reserve in relation to other Council Reserves**

*Source: Biodiversity Strategy 2006-2016*

Burchell Reserve is located in the north-west of the City of Norwood Payneham and St Peters Council area. Key reserves located nearby include (but not limited to) St Peters River Park, Hannaford Reserve, Joslin Reserve, Dunstan Adventure Playground and Dunstone Grove-Linde Reserve (refer figure below). Key features of the other nearby reserves are indicated in the table below.

Local context map





St Peters River Park	Hannaford Reserve	Joslin Reserve	Dunstone Grove - Linde Reserve
<ul style="list-style-type: none"> <li>• BBQ/picnic area</li> <li>• Cricket pitch</li> <li>• Off-leash dog area</li> <li>• Public toilets</li> <li>• Shared use cycle path</li> <li>• Open grass area</li> </ul>	<ul style="list-style-type: none"> <li>• Play equipment</li> <li>• Cricket pitch</li> <li>• Off-leash dog area</li> <li>• Open grass area</li> </ul>	<ul style="list-style-type: none"> <li>• Tennis Courts (2)</li> <li>• Play equipment</li> <li>• BBQ/picnic area</li> <li>• Public toilets</li> <li>• Open grass area</li> </ul>	<ul style="list-style-type: none"> <li>• BBQ</li> <li>• Play equipment</li> <li>• Public toilets</li> <li>• Open grass area</li> <li>• Pathways</li> </ul>
Twelftree Reserve	Old Mill Reserve	Dunstan Adventure Playground	
<ul style="list-style-type: none"> <li>• Play equipment</li> <li>• Basketball key</li> <li>• Open grass area</li> <li>• BBQ/picnic area</li> </ul>	<ul style="list-style-type: none"> <li>• Open grass area</li> <li>• Shared use pathway</li> </ul>	<ul style="list-style-type: none"> <li>• Play equipment</li> </ul>	

### 3. Existing Facilities





Existing Site Facility Photo	PLAY EQUIPMENT
	
<b>Existing Location / Condition</b>	<ul style="list-style-type: none"> <li>• 'Level 3' playground</li> <li>• Equipment mostly for older children</li> <li>• Divides the grassed area and tennis courts</li> <li>• Trees provide some shade</li> </ul>
<b>Other studies</b>	<p>Playground Strategy (2006)</p> <ul style="list-style-type: none"> <li>• Considers Burchell Reserve an important facility for play within Council's overall asset provision.</li> <li>• Suggests that the age group focus for this playground should be for toddlers and younger children with an 'older children' focus at a reserve in Hackney.</li> <li>• Notes poor 'all-abilities' access with bark chips and no pathway to the play equipment.</li> <li>• Recommends review of playground and location as currently is too close to tennis courts.</li> <li>• Suggests broadening play equipment for targeted ages.</li> <li>• Considers relocation of playground and improving linkages between the playground and the rest of the Reserve.</li> <li>• Recommends retain fencing around the Reserve and not fence the playground.</li> </ul> <p><i>For further information refer Appendix 1</i></p>
<b>Master Plan Principles / Possible Approach (subject to consultation)</b>	<ul style="list-style-type: none"> <li>• Continue to provide a playspace in Burchell Reserve</li> <li>• Raise to 'Level 2' facility</li> <li>• Provide shade via trees and/or structures)</li> <li>• Recommend new equipment with focus age 4-11 years-old for new equipment (older children/youth (12-17) to be catered for with multi-purpose court)</li> <li>• Consider relocation of play area</li> <li>• Provide all-abilities access</li> </ul>

<b>Existing Site Facility</b>	<b>TENNIS COURTS</b> (Tennis Courts (2), unmarked sealed area and unused clubrooms)
<b>Photo</b>	
<b>Existing Location / Condition</b>	<ul style="list-style-type: none"> <li>• Located at east-end of the reserve</li> <li>• Poor condition (beyond repair)</li> </ul>
<b>Other studies</b>	<p>Open space strategy:</p> <ul style="list-style-type: none"> <li>• Upgrade the tennis courts to provide opportunity for multiple use hard-court activities, adapting the multi-function concept (e.g. netball, basketball, cricket and possibly skating).</li> <li>• Upgrade at least one (1) of the tennis courts for free public access.</li> </ul> <p>Tennis Courts – Whole of Life Review:</p> <ul style="list-style-type: none"> <li>• Current court site dimensions are unsuitable for the provision of three (3) tennis courts due to unacceptable clearances between the courts &amp; the side fence/steps (ideally 3.66m, actual 1.6m). A maximum of two courts could be placed in the current location.</li> <li>• The courts require a complete reconstruction in all aspects. There is the opportunity to explore the reuse the 100-150mm thick bitumen surface material on site (e.g. base for the new courts or underneath pathways).</li> <li>• The court orientation should ideally be true north/south to limit sun glare interference, however this is not feasible in this locality. Could consider rotating 90 degrees to align NW/SE. Need to consider setback from boundaries.</li> <li>• The study provided a cost estimate of \$208,932 for the full re-construction of three (3) courts at Burchell Reserve. Two (2) courts would be approximately \$140,000 (pro-rata calculation).</li> </ul> <p>Tennis Court Facility Strategy:</p> <ul style="list-style-type: none"> <li>• Expressing very strong support for the courts at Burchell Reserve.</li> <li>• Suggests courts to be local, community-oriented.</li> </ul> <p>Playground Strategy</p> <ul style="list-style-type: none"> <li>• Notes the tennis courts are in poor condition.</li> </ul> <p><i>For further information refer Appendix 2</i></p>
<b>Master Plan Principles / Possible Approach (subject to consultation)</b>	<ul style="list-style-type: none"> <li>• Demolish existing courts and clubrooms</li> <li>• Provide new courts – number and type to be determined through consultation. An option could be: <ul style="list-style-type: none"> <li>– One (1) dedicated tennis court</li> <li>– One (1) multi-purpose court (e.g. tennis, basketball, soccer, netball, cricket)</li> </ul> </li> <li>• Note two (2) tennis courts in good condition are located at Joslin Reserve (1km from Burchell Reserve)</li> <li>• New courts to be for free community/public access</li> <li>• Consider placement and orientation of courts within park with preference for north-south orientation</li> <li>• Consider boundary setbacks and fencing to reduce fly-balls into adjoining properties</li> <li>• Consider shelter associated with the courts</li> <li>• Lighting of courts is not recommended due to proximity of houses</li> <li>• Enhance access</li> </ul>



**Existing Site Facility** PUBLIC TOILET

---

**Photo**



- 
- Existing Location / Condition**
- Poor condition
  - Entries not visible from the street
  - No disabled access

- 
- Other studies**
- Open space strategy:
- Upgrade toilets, including the provision of all abilities access.
- Playground Strategy
- Notes the toilet facilities are in poor condition.

- 
- Master Plan Principles / Possible Approach (subject to consultation)**
- Replace existing toilets (provide male, female, disabled)
  - Consider placement within park
  - Ensure DDA compliance
  - Consider safety and CPTED requirements
-

**Existing Site Facility**      **BASKETBALL KEY**  
**Photo**



- Existing Location / Condition**
- Basketball-key located near grass area
  - Paved surface (deteriorating) and adjacent erosion

**Other studies**

- Master Plan Principles / Possible Approach (subject to consultation)**
- Consider relocation to a new multi-purpose court.
  - Locate as far away from existing residences as possible
  - Consider hard paved surface finished to minimise noise

**Existing Site Facility Photo**      **TREES AND VEGETATION**



<b>Existing Location / Condition</b>	<ul style="list-style-type: none"> <li>• A number of trees on the site.</li> <li>• Mostly deciduous trees located around the edge of the site.</li> </ul>
<b>Other studies</b>	<p>Biodiversity Strategy</p> <ul style="list-style-type: none"> <li>• Burchell Reserve not identified as a priority reserve in Council’s Biodiversity Strategy.</li> </ul>
<b>Master Plan Principles / Possible Approach (subject to consultation)</b>	<ul style="list-style-type: none"> <li>• Recommend a tree management plan for Burchell Reserve, considering health and expected longevity as well as short-term pruning and other techniques.</li> <li>• Outline options for additional shade trees.</li> <li>• Consider placement of trees and planting beds to maintain spatial arrangement including achieving open lawn spaces</li> <li>• Emphasise maintaining and enhancing the attractive tree environment of the reserve.</li> <li>• Future trees to be large, long-lived shade trees that suit the park setting.</li> </ul>

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**Existing Site Facility**    **BBQ (DOUBLE)**


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**Photo**


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**Existing Location / Condition**

- Located centrally in the park
- Good condition

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**Other studies**

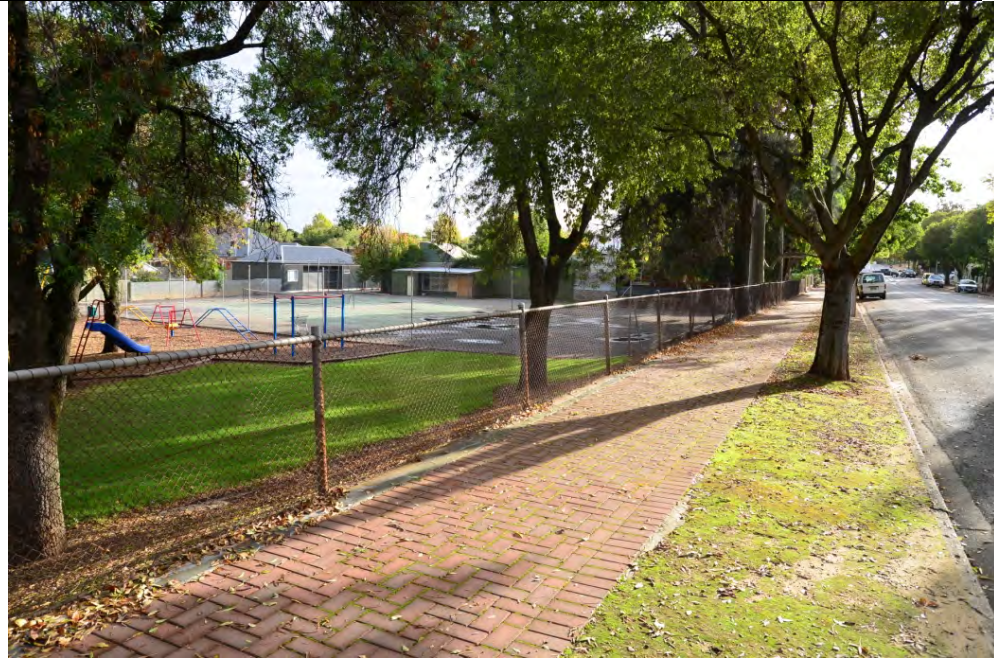

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**Master Plan Principles / Possible Approach (subject to consultation)**

- Possible co-location with picnic settings/shelters.
  - Consider additional BBQ.
  - Consider tap and water provision.
  - Consider rubbish collection
-

**Existing Site Facility    FENCING**

**Photo**



**Existing Location / Condition**

- Low-chain mesh fence to Sixth Avenue.
- Low-chain mesh fence to laneway.
- Corrugated iron fence to dwelling to the west.
- High wall and open-mesh fence to dwelling to the east.

**Other studies**

Playground Strategy

- Suggests retaining fencing around the Reserve and not fencing the playground.

**Master Plan Principles / Possible Approach (subject to consultation)**

- Consider providing new boundary fencing as a staged approach
- Review entry locations and general access within reserve

---

**Existing Site Facility**    **LIGHTING + ELECTRICITY**

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**Photo**




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**Existing Location / Condition**

- Existing lights on stobie pole within site.
- No public access to electricity
- Overhead power from Sixth Avenue to the light pole in the centre of the reserve and overhead power from the lighting pole to the toilets.

---

**Other studies**

Open space strategy:

- Investigate reinstating access to electricity for public events

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**Master Plan Principles / Possible Approach (subject to consultation)**

- Consider removing the stobie pole and undergrounding the power.
  - Consider sensor lighting near toilet.
  - Consider providing a power bollard for public access.
-

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**Existing Site Facility**    **FURNITURE (SEATING, BINS)**


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**Photo**


---

**Existing Location / Condition**

- Existing timber/metal picnic setting (1) near BBQ
- Existing timber bench (1) near tennis courts
- Several bins

---

**Other studies**


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**Master Plan Principles / Possible Approach (subject to consultation)**

- Provide a new suite of furniture (all-abilities) within the Reserve including bench seating, picnic settings, bicycle racks, shelters, drinking fountain and bin surrounds.
-

---

**Existing Site Facility      SIGNAGE**

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**Photo**




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**Existing Location / Condition**

- Existing sign above central entrance.
- Some advisory signage within the reserve.

---

**Other studies**

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**Master Plan Principles / Possible Approach (subject to consultation)**

- Provide new signage (entry, directional and interpretative).
-



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**Existing Site Facility**    **TERRACES**

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**Photo**




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**Existing Location / Condition**

- Existing terraces at north end adjacent to Sixth Avenue
- Tree planting at top
- Some major cracking and breaking up of terraces – stairs are non-complying

---

**Other studies**

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**Master Plan Principles / Possible Approach (subject to consultation)**

- Consider removing or reconstructing. Allow increased space for the trees.
  - Provide new access/stairs.
-

**Existing Site Facility**      **OPEN GRASS AREA / IRRIGATION**

---

**Photo**



- 
- |                                      |  |
|--------------------------------------|--|
| <b>Existing Location / Condition</b> | <ul style="list-style-type: none"> <li>• Attractive tree-lined grass area.</li> <li>• Ball games (excluding golf) permitted at western end.</li> <li>• Automatic irrigation system (deteriorating).</li> </ul> |
|--------------------------------------|--|

- 
- |                      |   |
|----------------------|---|
| <b>Other studies</b> | <p>Irrigation Management Plan (2009)</p> <ul style="list-style-type: none"> <li>• The Burchell Reserve irrigation system is in the top 10 priority list for upgrade.</li> </ul> |
|----------------------|---|

- 
- |   |   |
|---|---|
| <b>Master Plan Principles / Possible Approach (subject to consultation)</b> | <ul style="list-style-type: none"> <li>• Maintain open lawn and enhance as a key feature of the park.</li> <li>• Refurbish irrigation system.</li> <li>• Provide for future supply from an Aquifer Storage and Recovery systems (ASR).</li> </ul> |
|---|---|
-

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**Existing Site Facility**    **ACCESS / ENTRIES**


---

**Photo**


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**Existing Location / Condition**

- At-grade access from Sixth Avenue for maintenance vehicles located at the south-western end of Sixth Avenue
- Three (3) stairs provide pedestrian access from Sixth Avenue.
- Two (2) pedestrian access points from the laneway.

---

**Other studies**


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**Master Plan Principles / Possible Approach (subject to consultation)**

- Provide all abilities (DDA compliant) entry to the reserve.
  - Widen access to improve park integration with the street.
  - Consider providing a loop pathway to connect the different facilities within the reserve.
-

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**Existing Site Facility**    **LANEWAY (SEVENTH LANE)**


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**Photo**


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**Existing Location / Condition**

- Seventh lane is located at the rear (north boundary) of the reserve.

---

**Other studies**

Open space strategy:

- Consider extending of the northern boundary of the Reserve over the existing laneway.

---

**Master Plan Principles / Possible Approach (subject to consultation)**

Extending the Reserve is not recommended for the following reasons:

- rear access requirements for adjoining residents;
- existing buffer the laneway provides for adjoining residents;
- the existing 'natural' edge provided by the existing tree near the boundary; and
- the difficulties present due to difference in levels between the reserve and laneway.

Considering the cost to benefits, the case for extending the reserve over the laneway does not appear warranted.

---

## 4. Other Considerations

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**Consideration**      **CPTED**

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**Photo**




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**Existing Condition**      Reasonably good visibility into the reserve from Sixth Avenue.

---

**Other studies**

- 
- |   |   |
|---|---|
| <b>Master Plan Principles / Possible Approach (subject to consultation)</b> | <ul style="list-style-type: none"> <li>• Maintain visibility into site from Sixth Avenue.</li> <li>• Consider relocation of toilet.</li> <li>• Consider sensor lighting near the public toilet.</li> <li>• Tree planting to be 'clean-trunked' to maintain visibility.</li> </ul> |
|---|---|
-

**Consideration**      **Off-leash dog areas**

**Existing**



Existing 'off-leash' dog parks in Council area

Note other 'off-leash' parks located nearby to Burchell Reserve including St Peters River Park, Hannaford Reserve and Otto Park.

<b>Existing Condition</b>	The Reserve is currently not a dog 'off-leash' area.
<b>Other studies</b>	Urban Animal Management Plan (2007) <ul style="list-style-type: none"> <li>Identified that this park should <u>not</u> be an off leash area for dogs.</li> </ul>
<b>Master Plan Principles / Possible Approach (subject to consultation)</b>	<ul style="list-style-type: none"> <li>Continue as <u>not</u> an 'off-leash' area.</li> </ul>

## 5. Summary of Opportunities

EXISTING	PROPOSED (SUBJECT TO CONSULTATION)
Play equipment	<ul style="list-style-type: none"> <li>• Recommend new play equipment (focus ages 4-11)</li> <li>• Provide all-abilities access</li> <li>• Provide tree shade and or shade structures</li> </ul>
Public toilets	<ul style="list-style-type: none"> <li>• Provide new public toilets (DDA compliant)</li> <li>• Consider relocation within the reserve</li> </ul>
Tennis courts (3) and unused clubrooms	<ul style="list-style-type: none"> <li>• 1 new Tennis Court</li> <li>• 1 new multi purpose court (tennis, basketball, soccer,...)</li> </ul>
Basketball key	<ul style="list-style-type: none"> <li>• Provide basketball facilities with new multi-purpose court</li> </ul>
BBQ (double)	<ul style="list-style-type: none"> <li>• Consider providing an additional double BBQ</li> </ul>
Signage	<ul style="list-style-type: none"> <li>• Provide new signage (entry, directional and interpretative)</li> </ul>
Furniture (seating, bins etc)	<ul style="list-style-type: none"> <li>• Provide new park furniture (all-abilities)</li> <li>• Consider providing new shelters</li> </ul>
Irrigation system	<ul style="list-style-type: none"> <li>• Provide new irrigation system.</li> <li>• Provide for future supply from an Aquifer Storage and Recovery systems (ASR)</li> </ul>
Terraces	<ul style="list-style-type: none"> <li>• Consider reconstructing terraces</li> </ul>
Electricity to toilet	<ul style="list-style-type: none"> <li>• Underground power</li> <li>• Provide electricity outlet</li> </ul>
Lighting	<ul style="list-style-type: none"> <li>• Consider provision of security and way-finding lighting within the reserve</li> </ul>
Fencing	<ul style="list-style-type: none"> <li>• Consider new fencing to reserve boundary and review entry locations</li> </ul>
Access + Entries	<ul style="list-style-type: none"> <li>• Provide new, wider entries</li> <li>• Provide 'all-abilities' access</li> <li>• New pathways (circuit around reserve)</li> </ul>
Trees and vegetation	<ul style="list-style-type: none"> <li>• Recommend a tree management plan with emphasis on maintaining and enhancing the attractive tree environment of the reserve</li> </ul>

## Appendix 1 – Existing Playground (from the brief)

The Council's Playground Strategy considers the Reserve as an integral reserve in terms of play provision and identifies that the existing playground provides for the catchments of the St Peters, College Park and Hackney areas. Table 1 below illustrates, as contained in the Council's Playground Strategy, the age and range of children within the St Peters, College Park and Hackney areas with quite large proportions of older children present.

The Council's Playground Strategy suggests that the age group focus for this playground should be for toddlers and younger children with an „older children“ focus at a reserve in Hackney. This would be something to consider and consult on further given the 2006 ABS Census data highlight a very high proportion of older children in the area.

**Table 1: Age of Children within St Peters-College Park-Hackney Suburbs**

AGE GROUP	ST PETERS-COLLEGE PARK-HACKNEY					
	2006			2001		
	NUMBER	%	NPSP	NUMBER	%	NPSP
0-4	206	4.6	4.7	230	5.1	4.6
5-11	320	7.1	6.3	370	8.3	6.4
12-17	434	9.6	6.3	413	9.2	6.1

\*Statistics sourced from the ABS 2006 Census Data.

The Council's Playground Strategy notes that the Reserve contains generally good quality play equipment with some older equipment. One of the main issues is the location of the playground being directly adjacent the tennis courts meaning that accessing the tennis courts requires travelling through the playground. The Council's Playground Strategy particularly notes that play equipment is spread right across the width of the Reserve and suggests a potential relocation within the Reserve if the Reserve is redesigned. The Council's Playground Strategy also notes poor all abilities access with bark chips and no pathway to the play equipment noting that the access from the street for prams and small children is furthest from the playground. The Strategy also notes the tennis courts and toilet facilities are in poor condition.

The Council's Playground Strategy suggests the following actions relating to the Reserve:

- review design of playground and location of play equipment as currently is too close to tennis courts thereby not utilise the full potential of the Reserve and broaden play equipment for targeted ages;
- consider relocation of playground and improving linkages between the playground and the rest of the Reserve, taking into account the Council's Tennis Facilities Strategy; and
- retain fencing around the Reserve and not fence the playground (the Council has identified that this park should not be an off leash area for dogs and has not been dedicated as such by the Council under its Urban Animal Management Plan 2007-2012).

The Council's Playgrounds Strategy considers the review of the design and location of the playground as a high to medium priority. Similarly, the Strategy sees adding toddlers "equipment to the playground as a high to medium priority.



## APPENDIX 2 – Existing Tennis Courts (from the brief)

### **Tennis Facilities Strategy**

*The existing tennis courts located within the Reserve are Council owned. The courts do not currently have a formal user group. They are in a state of disrepair and should the courts (be it one (1) court or more) continue to exist, full reconstruction of the courts will be required. There is small clubrooms which were used by a former tennis club which no longer exists and the facility is currently not used at all.*

*The key issues and opportunities which are highlighted within the Council's Tennis Facilities Strategy, in respect to the tennis courts located at the Reserve, include:*

- *declining surface condition (safety and appeal issues);*
- *no lights;*
- *need to consider whether tennis facilities are required and if so, what is the appropriate level of development and use;*
- *possibility of provision of community courts; and*
- *tennis being played at competition level and the use of the facilities by a tennis club is less appropriate due to the small number of courts available and the residential setting.*

*In respect to the issue of the supply of tennis courts across the City, the Council's Tennis Facilities Strategy identifies that if tennis courts in the Reserve are removed, there will only be two (2) community courts in the Joslin and St Peters areas.*

*The Strategy, however, also notes that this may not be a major issue, given that courts are located nearby in Walkerville. In addition to that, the lack of a tennis club being located at the Reserve is contributing to the increased membership and viability of the St Peters Tennis Club which is located at Cruickshank Reserve.*

*The Council's Tennis Facilities Strategy also notes that the greatest issue is whether there is justification for additional community tennis courts in the area and whether the Reserve is the best location for such facilities. However, in the strategic direction recommendations, the Strategy highlights the Reserve's future classification as being Local Community Orientated. This support for the tennis courts is mentioned in the Strategy with the community 'expressing very strong support for the courts at Burchell Reserve'.*

*The facility development recommendations with the Strategy states the following:*

- *consider the number of tennis courts that should be retained and upgraded;*
- *if tennis courts are established at the Linde Reserve/Dunstone Grove site, which is a higher profile than the Reserve, then there may be justification for the provision of only one (1) tennis court. Linde Reserve/Dunstone Grove was recently redeveloped with no tennis courts provided at the reserve;*
- *Joslin Reserve tennis courts are nearby and are well utilised by the community;*
- *Linde Reserve/Dunstone Grove has a district focus and a higher profile that should support a larger number of people and as such, the appropriateness of tennis courts at this location would need to be further assessed. Linde Reserve/Dunstone Grove was recently redeveloped with no tennis courts provided at the reserve; and*
- *the local community have expressed a strong desire for community courts to be provided at the Reserve. The Council will need to consider this matter, in light of the fact that the Linde Reserve/Dunstone Grove site has now been redeveloped with no tennis courts provided at this location.*

# Attachment C

## Burchell Reserve Master Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

# CONSULTATION: DRAFT MASTER PLAN

## SUMMARY OF FEEDBACK

- 5 responses received

### General support for the:

- Overall design and layout
- New pathways and entries
- New courts + multi-purpose area

### Main issues:

- Desire for native planting + biodiversity (4 out of 5 responses)
- Desire for food production (4 out of 5)

Note: 3 submissions from *Sustainable Communities SA*  
1 from *Friends of the Billabong*

# CONSULTATION: DRAFT MASTER PLAN

FEEDBACK SUMMARY	SUMMARY OF DRAFT MP	RESPONSE	CHANGES TO MP
<p><b>Native planting + biodiversity</b></p> <p>- Preference for native trees and plants</p>	<p><b>Trees</b></p> <p>The species list of the Draft Master Plan:</p> <p><u>General tree species:</u></p> <ul style="list-style-type: none"> <li>- <i>Acer sp</i> Maple</li> <li>- <i>Ginkgo biloba</i> Gingko</li> <li>- <i>Quercus sp</i> Oak</li> <li>- <i>Ulmus sp</i> Elm</li> </ul> <p><u>Flowering tree grove</u></p> <ul style="list-style-type: none"> <li>- <i>Crepe Myrtle</i> (refer 'Food Production')</li> </ul> <p>A long-term tree management plan is needed, including staged management and replacement.</p>	<p>The large majority of trees in the Reserve are Ash (<i>Fraxinus</i>) species. They contribute to the existing landscape quality of the Reserve.</p> <p>We consider the proposed tree species will:</p> <ul style="list-style-type: none"> <li>• Mix well with the existing Ash trees</li> <li>• Provide shade and amenity</li> <li>• Be attractive and suited to character of the Reserve.</li> </ul> <p>We also note Burchell Reserve is not identified as a priority reserve in Council's Biodiversity Strategy.</p>	<p>None proposed.</p>
	<p><b>Planting</b></p> <ul style="list-style-type: none"> <li>• Supports the use of attractive local native species and appropriate exotic species</li> </ul>	<p>We consider some exotic species appropriate for the Reserve and will add colour and interest to the proposed planting areas.</p> <p>We will provide further detail via recommended species lists indicating suitable native and exotic shrubs, groundcovers and grasses.</p> <p>The list will focus primarily on native species.</p>	<p>Add a species lists.</p>

# CONSULTATION: DRAFT MASTER PLAN

FEEDBACK SUMMARY	SUMMARY OF DRAFT MP	RESPONSE	CHANGES TO MP
<p><b>Food production</b></p> <ul style="list-style-type: none"> <li>- Requests for a fruit and nut trees</li> <li>- Suggests could be part of a 'fruit and nut tree' trail</li> </ul>	<ul style="list-style-type: none"> <li>– Productive trees originally proposed</li> <li>– Changed to 'flowering tree grove' following the last Council workshop</li> </ul>	<p>Seek input from elected members.</p> <p>We note 'productive trees' were suggested by some residents at the on-site information session (prior to the Discussion Paper).</p> <p>We also note a community garden is located at Linde Reserve.</p> <p>We understand Council is preparing a policy on fruit and nut trees. Following the policy the option will be to:</p> <p><u>Option 1</u>: Keep as 'flowering trees grove'</p> <p><u>Option 2</u>: Change to fruit and nut tree grove (e.g. almonds, citrus)</p>	<p>Indicate as: "tree grove"</p> <p>Add text:</p> <p>Tree grove may contain 'flowering' or 'fruit and nut' trees.</p> <p>"Council is considering adopting a policy on the planting of fruit and nut trees. The tree species for the grove area will be determined once a decision on the policy is made."</p>
<p><b>Water Sensitive Urban Design (WSUD)</b></p> <ul style="list-style-type: none"> <li>- Suggests opportunities to manage tennis court run-off + strengthen WSUD</li> </ul>	<ul style="list-style-type: none"> <li>– Proposes WSUD/bio-detention basin between toilets and tennis courts. Recommends catchment of roof and tennis court run-off.</li> </ul>	<p>Noted.</p> <p>We will strengthen the illustration of WSUD initiatives, including opportunities to capture tennis court run-off.</p>	<p>Further illustrate WSUD.</p>

# CONSULTATION: DRAFT MASTER PLAN

FEEDBACK SUMMARY	SUMMARY OF DRAFT MP	RESPONSE	CHANGES TO MP
<p><b>Furniture, signage</b> More interpretative signage. More single seats.</p>	<ul style="list-style-type: none"> <li>– Identifies entry signage and four internal signage locations.</li> <li>– Identifies indicative furniture examples.</li> </ul>	<p>Noted. To be addressed in the detailed design.</p>	<p>None proposed.</p>
<p><b>Pathways</b></p> <ul style="list-style-type: none"> <li>- Generally well-supported.</li> <li>- 1 questioned if needed.</li> <li>- 1 request for more pathways (for the Reserve to be known as children's bike learning area).</li> </ul>	<p>Primary pathway loop and additional path connections to key facilities/features</p>	<p>We consider the proposed layout of the master plan provides suitable accessibility to the reserve features and provides a good balance between different activities within the reserve.</p>	<p>None proposed.</p>

# Attachment D

## Burchell Reserve Master Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters



City of  
Norwood  
Payneham  
& St Peters





**Burchell Reserve  
Master Plan Report**

**PREPARED FOR**

City of Norwood Payneham & St Peters

**PREPARED BY**

**Oxigen**

Landscape Architecture | Urban Design | Urban Planning

Adelaide

98-100 Halifax Street, Adelaide SA 5000

Canberra

First Floor, Wetlands House, Fyshwick ACT 2609

Oxigen Pty Ltd

ABN 22 107 472 284

Telephone +61 8 7324 9600

Email [jhayter@oxigen.net.au](mailto:jhayter@oxigen.net.au)

**DOCUMENT STATUS:**

ISSUE	AUTHOR	REVIEW	APPROVED	DATE
Draft 1	L Stein/A Game	A Game	J Hayter	23.07.2012
Draft 2	L Stein/A Game	A Game	J Hayter	13.08.2012
Final	L Stein/A Game	A Game	J Hayter	28.09.2012

*Cover image: A family gathering at Burchell Reserve, 2012*

4	Introduction
6	Existing Site
8	Consultation Summary
9	Vision
10	Master Plan
14	Master Plan Proposals
27	Implementation

# Introduction

## BACKGROUND

Burchell Reserve is a well loved local park in Sixth Avenue, St Peters. The Reserve is approximately 6,500 square metres and classified as a District Level reserve in Council's Open Space Strategy.

Burchell Reserve is the only District Level Reserve within the St Peters, College Park and Hackney areas. Surrounding reserves include St Peters River Park, Hannaford Reserve, Joslin Reserve, Dunstan Adventure Playground and Dunstone Grove-Linde Reserve (refer figure right).

The Reserve historically has been popular for reserve bookings. This has declined in more recent times, probably as a result of the declining state of the existing facilities in particular the tennis courts, public toilets, play equipment and park furniture.

## PROCESS

This report is in response to the brief issued by the City of Norwood Payneham & St Peters calling for a Master Plan to provide the blueprint for the future management and upgrade of Burchell Reserve.

The Master Plan was prepared in three steps, as follows:

### Step 1: Discussion Paper

The Discussion Paper included:

- review and summary of the existing facilities;
- consideration of other relevant studies and reports;
- on-site community consultation session; and
- exploration of the opportunities for the Reserve.

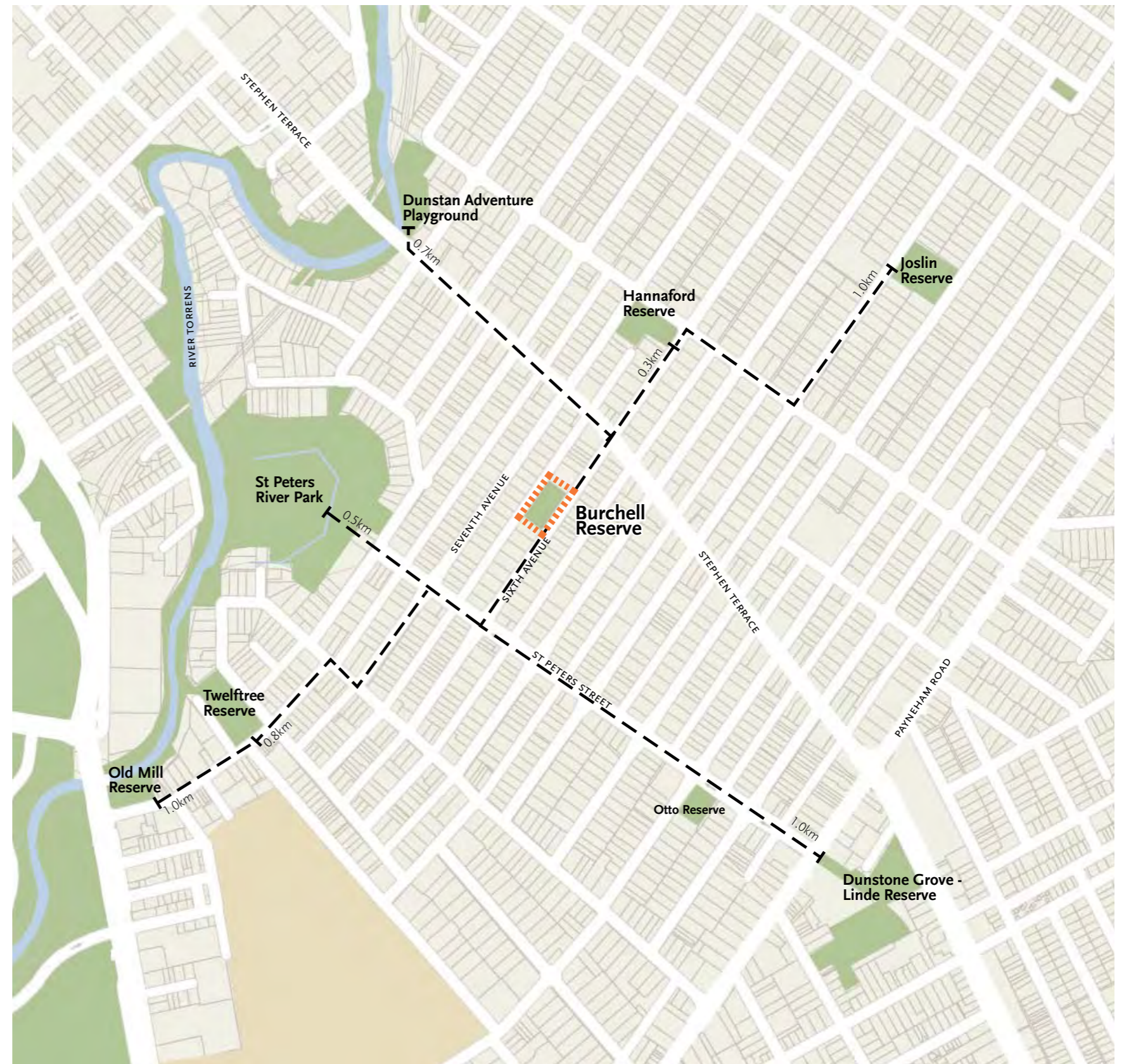
Through consultation with Council and the community, the Discussion Paper helped determine the requirements for the Reserve for developing the draft Master Plan.

### Step 2: Draft Master Plan

The Draft Master Plan outlined the future development of the Reserve. It builds on the positive qualities and attributes of the Reserve and provides direction for future improvements that will realise the Reserve's full potential.

### Step 3: Final Master Plan

The Master Plan (this document) was finalised following Council and community consultation on the Draft Master Plan. Community and Council input contributed positively to the development of the Master Plan.



LOCATION IN RELATION TO OTHER RESERVES



VIEW NORTH ACROSS BURCHELL RESERVE

# Existing Site

## Key Elements



### PLAYGROUND

The existing playspace at Burchell Reserve features older style equipment over a bark-chip surface. The current playground is classed as a 'Level 3' playground in Council's Playground Strategy.

The playspace is currently located between the grassed area and tennis courts. Existing trees provide some shade.

Council's Playground Strategy (2006) states that the playground at Burchell Reserve should:

- provide equipment suited for toddlers - 2 to 4 years old (e.g. small swings, small slides, low climbers, bouncers/rockers) and young children - 5 to 9 years old (e.g. climbers, swings, slides, ropes);
- provide 'all-abilities' access (currently there is no pathway to the play equipment); and
- retain the fencing around the Reserve and not fence the playground.

The intent of the Master Plan is to:

- recommend new equipment is provided to suit 2-9 year-olds;
- consider relocation of play area and additional shade opportunities; and
- provide all-abilities access (e.g. pathways and some areas of accessible play).



### TENNIS COURTS

Two tennis courts plus an area of hard space are located at the east-end of the Reserve. The existing courts are in poor condition and need to be reconstructed.

The existing courts area does not allow three full-size courts due to required clearances and run-off areas. A maximum of two full-sized courts could be placed in the current location.

Council's Open Space Strategy suggests to:

- upgrade the tennis courts and provide opportunity for multiple use hard-court activities (e.g. netball, basketball, cricket and possibly skating); and
- upgrade at least one (1) of the tennis courts for free public access.

The intent of the Master Plan is to:

- demolish the existing courts and former clubrooms;
- provide two new tennis courts and a multi-purpose space suitable for basketball, netball, soccer, etc;
- provide the courts as open for free community/public access;
- provide high fencing to the external boundaries to reduce fly-balls into adjoining properties; and
- explore the reuse of the existing court surface as a base for the new courts or underneath pathways.



### TERRACES

Terraces are located at the eastern end of the Reserve between the tennis courts and Sixth Avenue. Some larger trees are planted at the top of the terraces. There is evidence of some major cracking and breaking up of terraces.

The intent of the Master Plan is to:

- re-shape and reconstruct the terraces to allow increased space for the existing trees; and
- where possible reuse existing stone in the reconstruction.

### ACCESS / ENTRIES

Existing entries into Burchell Reserve are predominately via stairs. Level-access for maintenance vehicles (chained and locked) is located at the south-western end of the Reserve.

The intent of the Master Plan is to:

- upgrade the entries to provide equitable access (DDA compliant) that meets Australian Standards; and
- provide an internal pathway network to connect the facilities within the Reserve.



### PUBLIC TOILET

The existing public toilets are in poor condition and are not DDA compliant.

Council's Open Space Strategy and Playground Strategy both indicate that a new toilet facility is needed.

The intent of the Master Plan is to:

- demolish and provide a new toilet facility;
- ensure DDA compliance; and
- ensure suitable visibility of the toilets for *Crime Prevention Through Environmental Design (CPTED)* requirements.



### BASKETBALL KEY

A basketball-key is located between Seventh Lane and the main grassed area of the Reserve. It has a paved surface which is deteriorating and lifting in places. There is also signs of erosion between the paving and lawn area.

The intent of the Master Plan is to:

- remove and provide new basketball facilities within the multi-purpose 'court'.

# Existing Layout



# Consultation Summary

## PROCESS

The development of the Master Plan has been guided through a consultation process of information sharing and engagement with Council and the local community. People's views, issues and interests contributed positively to the development of the Master Plan.

Consultation was undertaken in two stages:

- Stage 1: Discussion Paper (June)
- Stage 2: Draft Master Plan (August/September)

### Consultation activities included:

- 4 week consultation periods.
- Workshops with Council's Elected Members.
- Public display at St Peters Library (temporary location).
- Advertisement in Messenger newspaper.
- Council web-site display and feedback form.
- On-site community information session (Saturday 16 June 2012) - attended by approximately 20-30 people.

## FEEDBACK SUMMARY: DISCUSSION PAPER

- 9 completed Feedback Forms received and some supporting letters.
- The Reserve is well liked – particularly its setting, trees and open grass area.
- General support for the broad approach indicated in the Discussion Paper.
- General excitement at the prospect of an upgrade.

### Issues:

- The condition of existing toilets, tennis courts and play equipment.

### Like to see:

- New toilets.
- New play equipment – general support for focus on younger children.
- Upgraded tennis courts – support for 1-2 tennis courts + multi-purpose space.
- More shade, trees and planting.
- Shelter and seating.
- Furniture, public art, extra barbeque.
- Sensor/security lighting.
- Pram access.
- Some also suggested skate equipment, community gardens and exercise equipment.

## FEEDBACK SUMMARY: DRAFT MASTER PLAN

- 5 response received.

### General support for the:

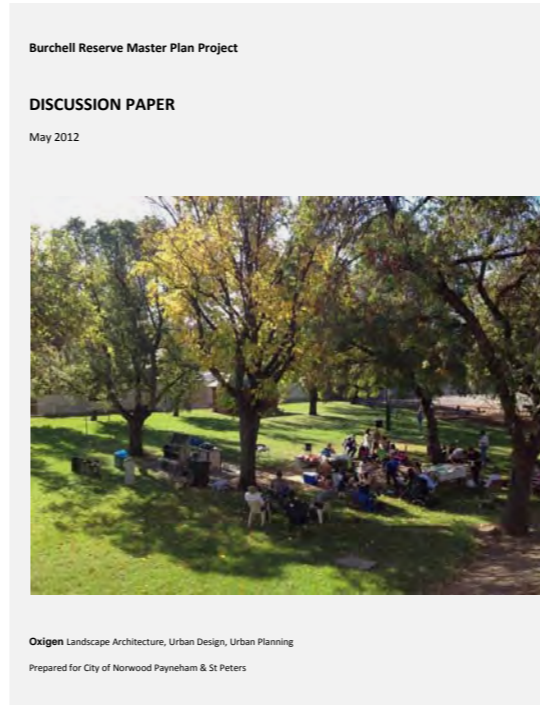
- Overall design and layout.
- New pathways and entries.
- New courts + multi-purpose area.

### Main comments:

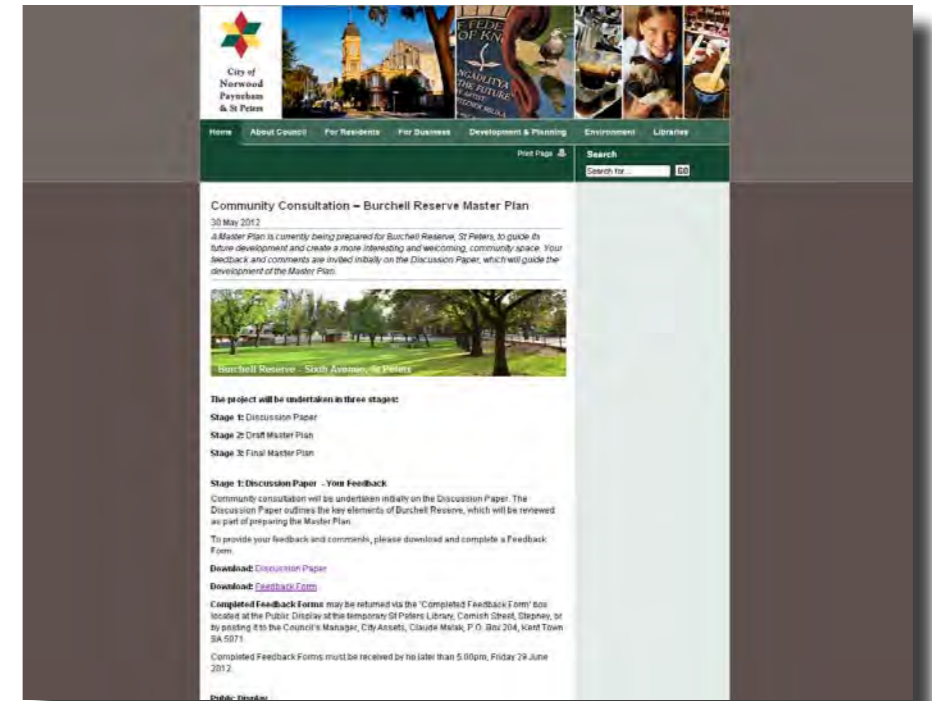
- Desire for native planting + biodiversity.
- Desire for food production.

The feedback received was considered with Council and integrated where appropriate.

For further detail please refer to the final master plan presentation.



DISCUSSION PAPER



COUNCIL WEBSITE DISPLAY



SIGNAGE PLACED AT THE RESERVE



FEEDBACK FORM AVAILABLE ONLINE

# Vision

## Burchell Reserve

is an equally accessible place for everyone; it builds on its existing qualities and connects with the community; where recreation supports healthy living and community well-being; and is a place well-loved into the future.

### APPROACH

The Master Plan has been developed considering the layers of 'access', 'activity' and 'planting'. Each of these components is important in the successful function and amenity of Burchell Reserve.

#### Access

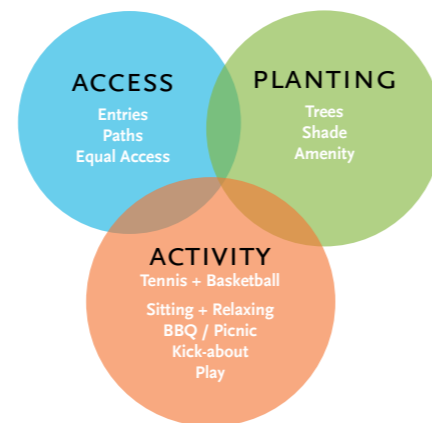
Considers entries, paths and equal access requirements. It ensures the Reserve is easily accessed and connected to the surrounding residential areas. To maximise the Park's function as a key community recreation space, a formalised pathways system is introduced and entries are defined and enhanced.

#### Activity

Considers the key activities and recreation uses of the Reserve. A framework is provided that accommodates a wide range of uses and activities including casual sport and play, barbeques and picnics, passive recreation, games, socialising and family gatherings. People have the opportunity to use and experience the Reserve in different ways suited to their interests. The design of the Reserve is flexible to allow for new uses and activities to be introduced and the existing uses to take new forms.

#### Planting

Considers trees, planting, shade and amenity of the Reserve. The creation of a sustainable and enduring landscape is important - one that conserves and builds on the existing site features. The attractive setting of the Reserve is maintained and enhanced. The effective management of existing trees and water sensitive design increases the sustainability and aesthetic value of the Reserve into the future.





# Master Plan

**The Master Plan illustrates the overall spatial and functional layout for Burchell Reserve building on the existing features, including tree planting, open grass area and recreation opportunities.**

The intention of the Master Plan is to outline the future development of the Reserve. It builds on the positive qualities and attributes of the Reserve and provides direction for future improvements that will realise the Reserve's full potential.

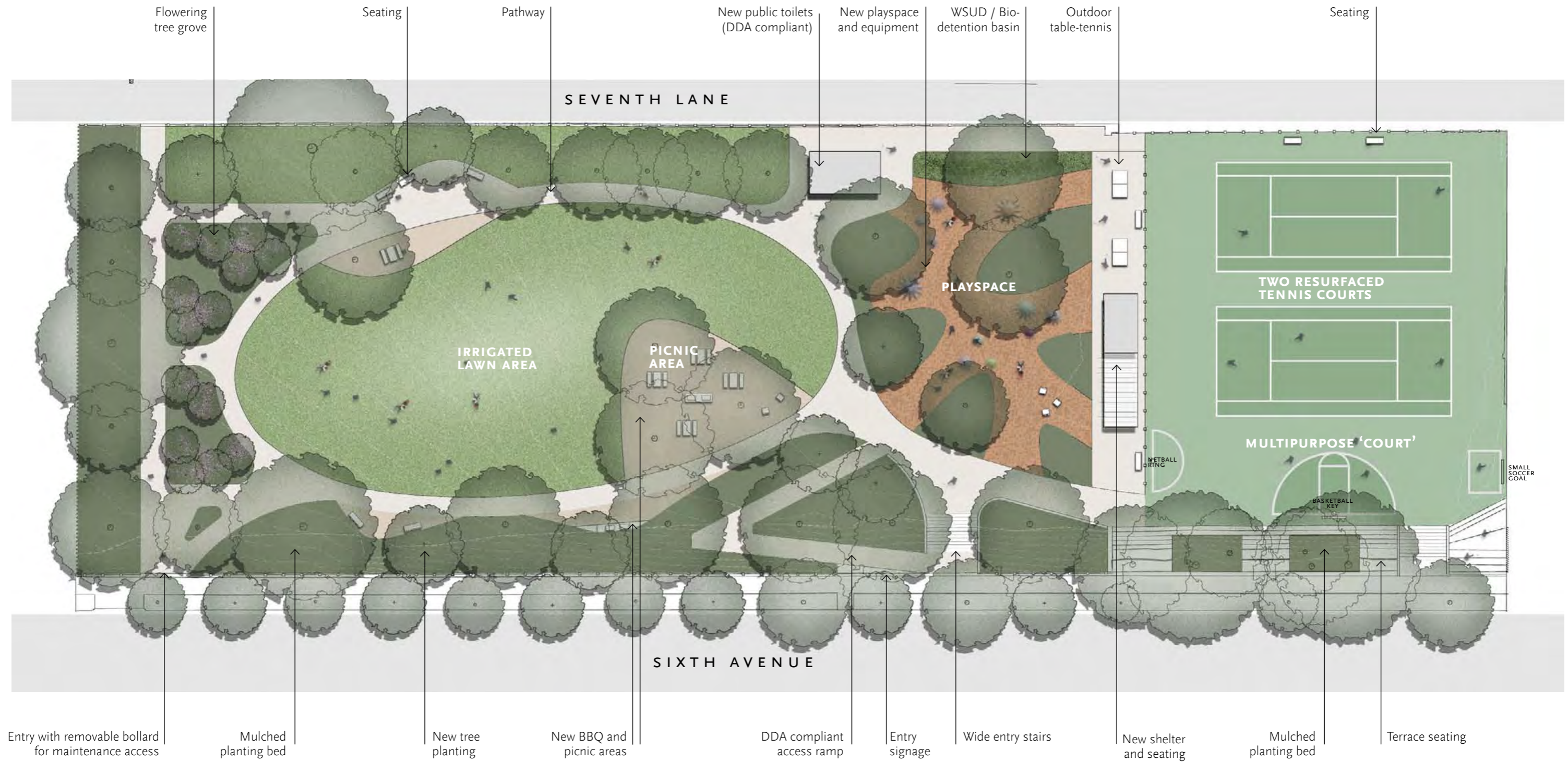
The Master Plan proposes incremental moves that can be accommodated within realistic budgetary expectations. Together, these 'smaller' moves address the necessary 'next step' in the Reserve's evolution, increasing functionality, safety and opportunities for recreation in the Reserve.

## KEY FEATURES

### Key features of the Master Plan include:

- two resurfaced tennis courts;
- multipurpose court;
- reformed terraces;
- outdoor table tennis;
- shelter;
- new playspace and equipment;
- new toilet;
- new entries;
- pathway network;
- seating;
- barbeque and picnic facilities; and
- new tree planting and planting beds.

# Master Plan



# View 1

EXISTING



PROPOSED



# View 2

EXISTING



PROPOSED



## Master Plan Proposals

### Entries and access

#### EXISTING

Existing entry and access arrangements for Burchell Reserve include:

- three stair-entries from Sixth Avenue plus an at-grade access for maintenance vehicles at the south-western end of the Reserve;
- two stair-entries from Seventh Lane plus an at-grade access at the tennis courts;
- existing entries do not meet current Australian Standards; and
- no internal pathways or DDA compliant access.

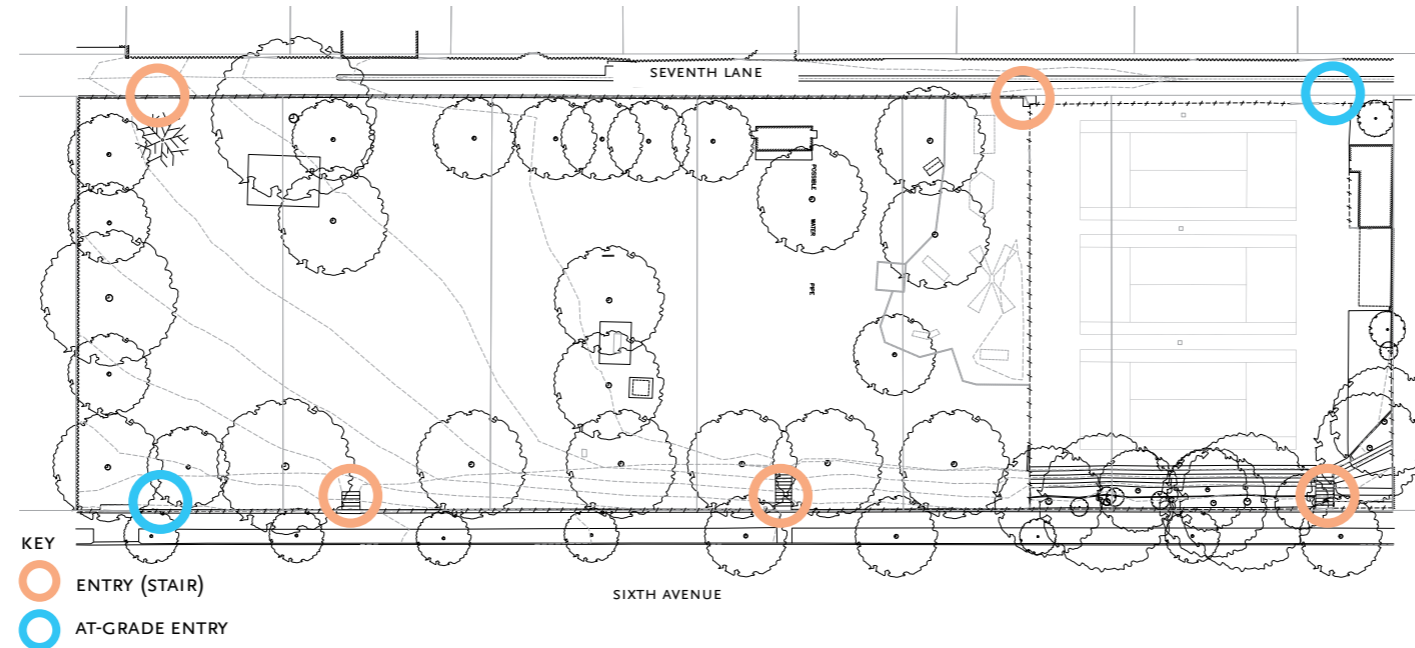
#### PROPOSED

The Master Plan proposes to consolidate and upgrade entries and internal movement within the Reserve.

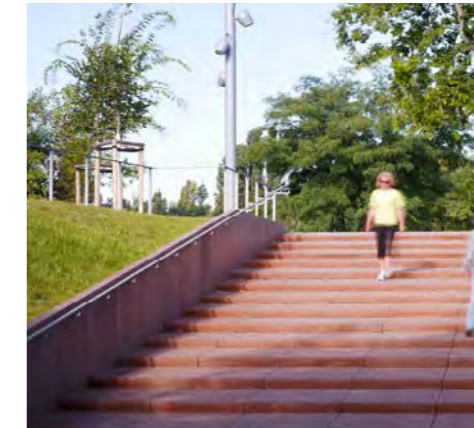
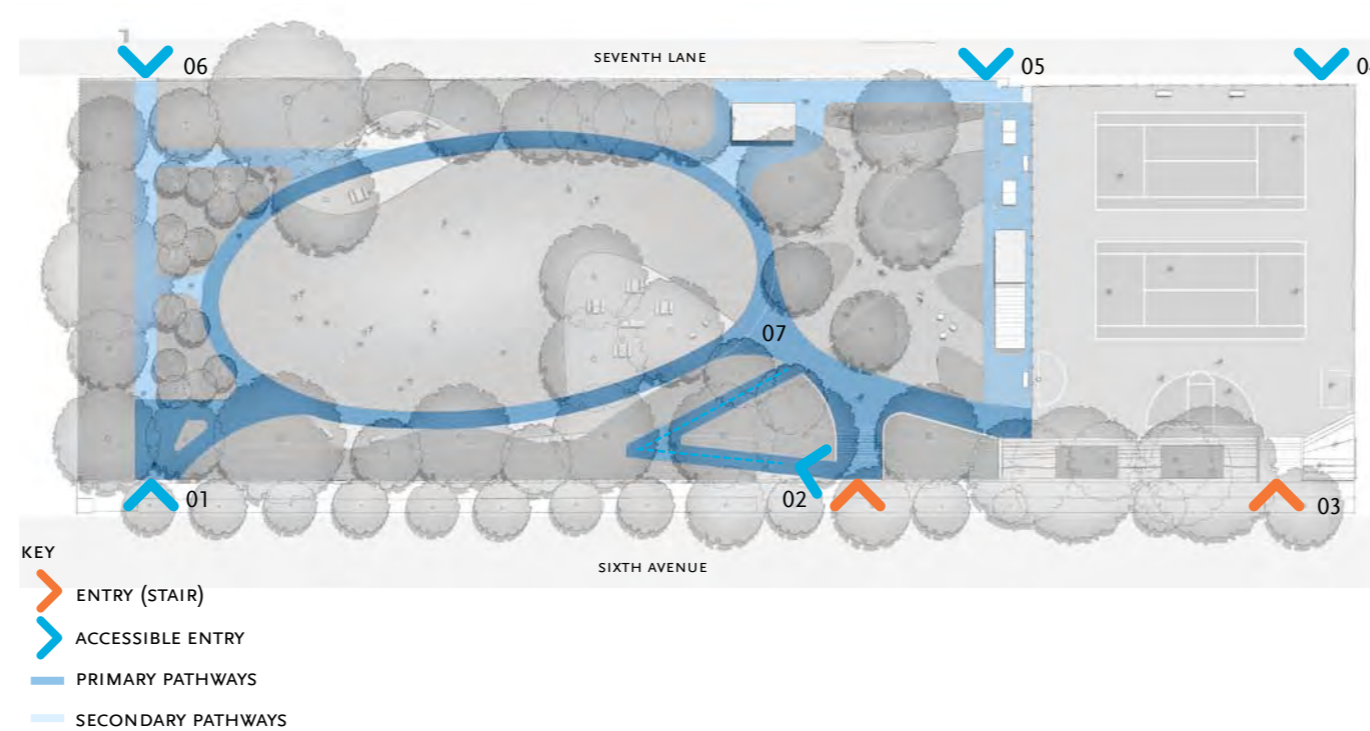
Key moves:

- 01 Upgrade as a DDA accessible entry with removable bollard for maintenance vehicle access.
- 02 Upgrade as the primary entry to the Reserve including:
  - wide entry stairs;
  - entry signage; and
  - DDA compliant access ramp (1 in 20 grade).
- 03 Upgrade existing stairs to Australian Standards.
- 04 Maintain an at-grade entry and gate to tennis courts from the Seventh Lane.
- 05 Convert to DDA accessible entry.
- 06 Convert to DDA accessible entry.
- 07 Provide a pathway network to connect the different facilities within the reserve.

#### EXISTING



#### PROPOSED



NEW ENTRY STAIRS. INDICATIVE IMAGE ONLY.

## Recreation + Activities

The Master Plan builds on the existing activities and recreation opportunities provided in Burchell Reserve. It enhances the existing framework to accommodate a wide range of uses and activities.

People have the opportunity to use and experience the Reserve in different ways suited to their interests. The design of the Reserve is flexible to allow for new uses and activities to be introduced in the future.

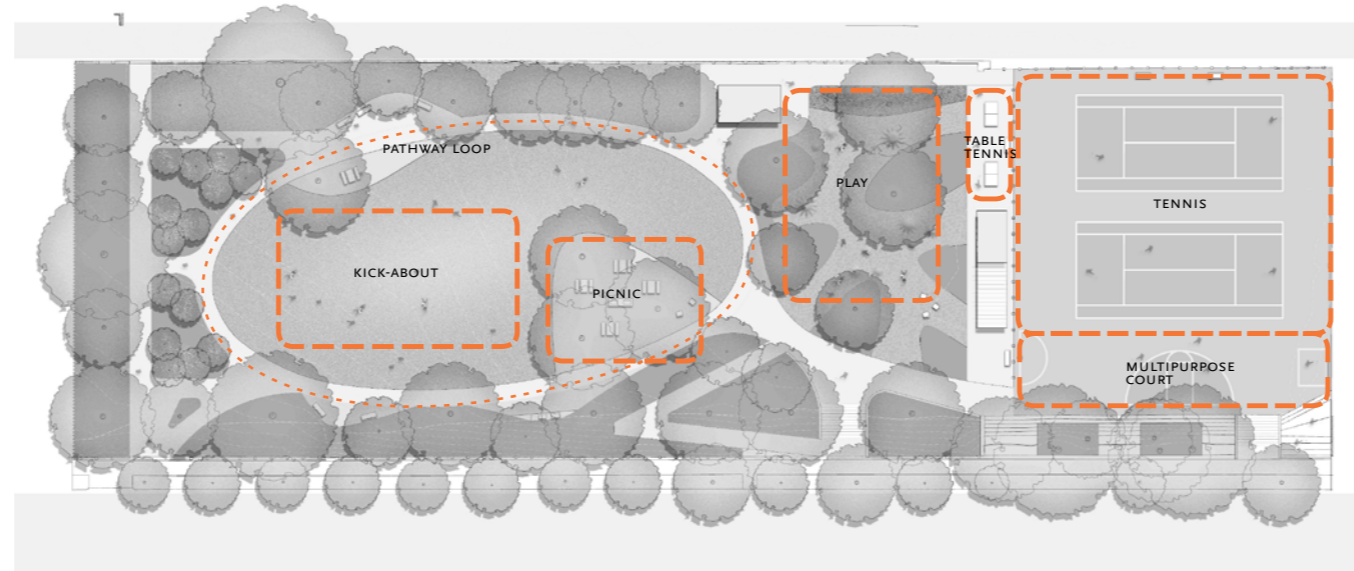
Activities include:

- kick-about grass area for ball games;
- picnic and barbeque;
- children's playspace;
- outdoor table tennis;
- tennis;
- multipurpose court (e.g. basketball, etc); and
- pathway loop suitable for a range or recreation activities (e.g. walking, jogging, children learning bike ride, etc).

Refer also to Play section of this Master Plan report.

### ON-LEASH AREA

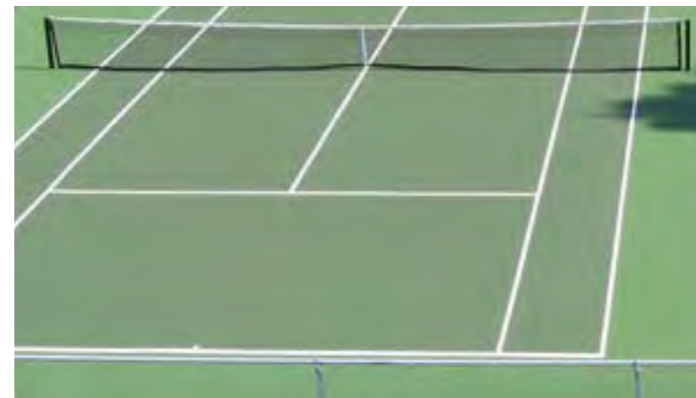
Dogs, on a leash, are currently permitted in Burchell Reserve. The Master Plan suggests this should continue (i.e. the Reserve should not become an off-leash area). 'Off-leash' dog parks located nearby include St Peters River Park, Hannaford Reserve and Otto Park.



OUTDOOR TABLE TENNIS



PLAYSPACE



TENNIS



MULTIPURPOSE COURT (E.G. BASKETBALL ETC)



KICK-ABOUT



PICNICS + BARBEQUES



PATHS



BALL GAMES

INDICATIVE IMAGES ONLY.

# Furniture

A suite of contemporary, robust outdoor furniture, elements and their arrangement is part of a well-integrated and well-maintained public park. The design of park furniture and elements for Burchell Reserve provides the opportunity for a consistent and distinctive character that is both functional and attractive.

Materials and finishes of the park elements have been selected for their robust vandal resistant qualities.

**The range of furniture includes:**

- Bench seating
- Picnic settings
- Drinking fountains
- Cycle racks
- Barbecues
- Litter and recycling bins



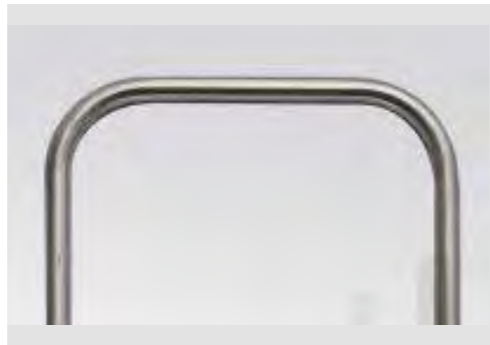
**BENCH SEAT - TYPE 1 (INDICATIVE IMAGE ONLY)**  
**Supplier:** Iguana  
**Model:** 'Parkland'  
**Finish:** Corten, natural timber



**PICNIC SETTING (INDICATIVE IMAGE ONLY)**  
**Supplier:** Iguana  
**Model:** 'Picnik'  
**Finish:** Corten structure, GRC tops



**DRINKING FOUNTAIN (INDICATIVE IMAGE ONLY)**  
**Supplier:** Street Furniture Australia  
**Model:** 'Arqua fountain'  
**Finish:** Powdercoat grey



**CYCLE RACK (INDICATIVE IMAGE ONLY)**  
**Supplier:** Commercial Systems Aust.  
**Model :** Stainless Steel rectangular  
**Finish :** Stainless Steel



**BARBEQUES (INDICATIVE IMAGE ONLY)**  
**Supplier:** Christie Parksafe  
**Model:** 2 Module



**BIN (INDICATIVE IMAGE ONLY)**  
**Supplier:** Street Furniture Australia  
**Colour:** Grey

## Structures

Built structures support the use and amenity of our parks and reserves.

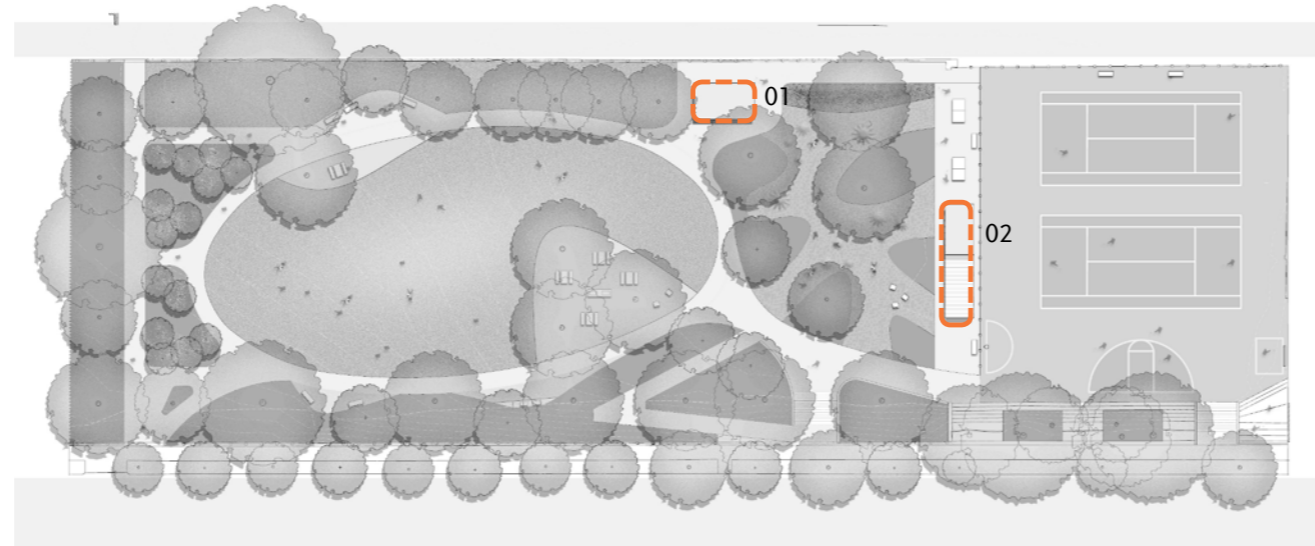
Existing structures in Burchell Reserve include the public toilet and former tennis clubrooms. The former clubrooms are old and run-down and are to be removed. The existing toilet is also old and not DDA compliant and requires replacement.

Additional structures such as a shelter will contribute towards the successful function of the Reserve, increase amenity and support a wide range of recreational activities.

New structures are to be designed to fit into the park setting with minimum visual impact. This can be achieved through appropriate siting, built form and use of materials.

Key moves:

- 01 Demolish and replace the public toilet. Ensure the new toilet is DDA compliant, incorporates environmentally sustainable design principles (e.g. rainwater re-use) and blends with the park setting.
- 02 Provide a new shelter between the playground and tennis courts. The shelter will service both activities and offer amenity and protection from weather. The shelter may include a solid roof section and an 'open' planted-pegola section to provide year-round comfort.



SUITABLE STYLE FOR THE NEW TOILETS. INDICATIVE IMAGE ONLY.



NEW SHELTER. INDICATIVE IMAGE ONLY.



## Play

Providing opportunities for play is a key component of Burchell Reserve.

The Master Plan proposes to enlarge and upgrade the playspace and equipment at Burchell Reserve.

Shade for the playspace will be improved through a shift in location under the existing mature trees and through planting of additional shade trees. No additional shade structures are proposed as it is considered the existing trees provide sufficient shade. The existing trees will be supplemented by additional tree planting.

The playspace will be accessible to all through new pathways and some areas of accessible play surfaces and will incorporate both programmed and unprogrammed play elements.

Council's Playground Strategy (2006) states that Burchell Reserve should cater for:

- toddlers - 2 to 4 years old (e.g. small swings, small slides, low climbers, bouncers/rockers)
- young children - 5 to 9 years old (e.g. climbers, swings, slides, ropes)

The Playground Strategy classifies Burchell Reserve as a Level 3 Playground (Neighbourhood). For this level the Strategy recommends to generally include standard rather than unique equipment.

**A separate community consultation process will occur during the detailed design on the playground itself in regards to the type of equipment and arrangement etc.**

Key considerations for the proposed playspace upgrade include:

- ensuring the playspace is integrated into the landscape and includes a variety of experiences and play opportunities;
- using natural materials that do not require external finishes are maximised reducing ongoing maintenance costs; and
- allowing for interaction with nature, different forms, colours and textures and encourages adventure, interpretation and imagination.



INDICATIVE IMAGES ONLY. A SEPARATE CONSULTATION WILL OCCUR DURING THE DETAILED DESIGN ON THE PLAYGROUND.

# Fencing

Burchell Reserve is currently fenced. It includes:

- low-chain mesh fencing to Sixth Avenue and Seventh Lane;
- corrugated iron fencing to the dwelling to the west; and
- a combination of a low wall and high open-mesh tennis fence to dwelling to the east.

Maintaining most of the boundary fencing of Burchell Reserve is recommended as it:

- contributes to its desirable sense of enclosure;
- provides safety from vehicle movements along Sixth Avenue and Seventh Lane;
- protects from the considerable ground level changes between the reserve and both Sixth Avenue and Seventh Lane; and
- supports safe play opportunities within the Reserve (e.g. stops balls rolling onto the road (in particular Seventh Lane)).

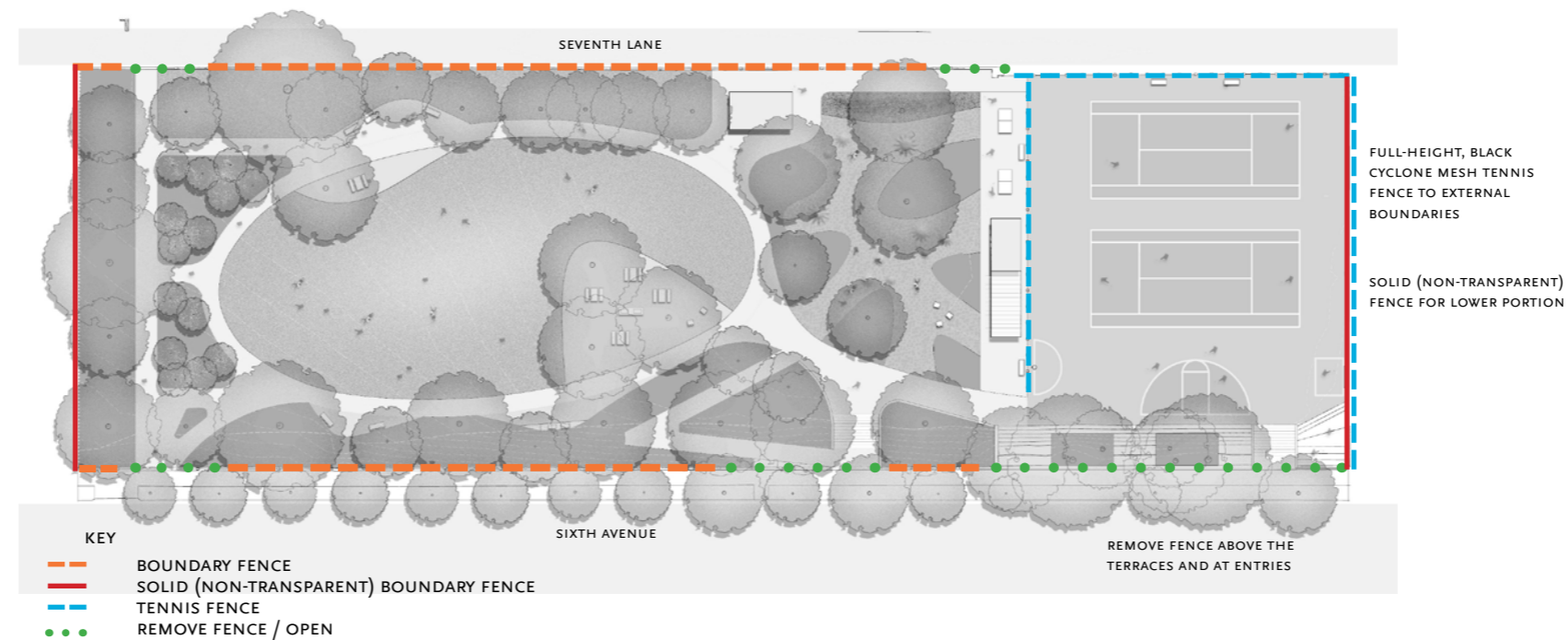
This view is also supported by Council's Playground Strategy which recommends retaining fencing around the Reserve and not fencing the playground.

Community feedback on the Discussion Paper also supported maintaining boundary fencing.

The intent of the Master Plan is to:

- maintain fencing at the boundary and not around the playground;
- remove the boundary fence in some sections where the ground level-change is safe to do so (eg. entries, above the terraces, etc.) - refer plan right;
- use the existing boundary fencing in the short-term; in the longer-term, provide new boundary fencing - to be low and visibly unobtrusive;
- provide new, black, full-height cyclone mesh-tennis fences to external boundaries to contain fly-balls; and
- maintain solid (non-transparent) fences to neighbouring dwellings.

PROPOSED FENCING PLAN



SUITABLE FENCE STYLE. INDICATIVE IMAGE ONLY.

## Materials + Surfaces

The Master Plan proposes a consistency of materials and construction techniques that:

- establishes a local identity for Burchell Reserve;
- blends and contributes to the residential setting; and
- provides a quality of amenity to support the needs of the local community.

Materials are chosen for their aesthetics, robust nature and long term cost effectiveness.

Painted surfaces are avoided - although the capital cost of natural 'unfinished' materials may be higher initially, the whole-of-life costs are lower through reduced maintenance and recurrent costs.

Materials and finishes have been selected for their robust vandal resistant qualities.

### IRRIGATED GRASS

- Consolidate the open lawn area and enhance as a key feature of the park.
- Re-grade and top-dress to improve drainage.
- Refurbish the irrigation system. Council's Irrigation Management Plan (2009) indicates Burchell Reserve is in the top 10 priority list for upgrade.



**IRRIGATED GRASS**  
Applications: Grass recreation area



**COMPACTED SAND**  
Applications: Pathways



**HARD COURT**  
Applications: Tennis + multiple purpose court



**RUBBER SOFTFALL**  
Applications: Selected use in some the playspace area.



**GRAVEL**  
Applications: Barbeque and picnic breakout spaces



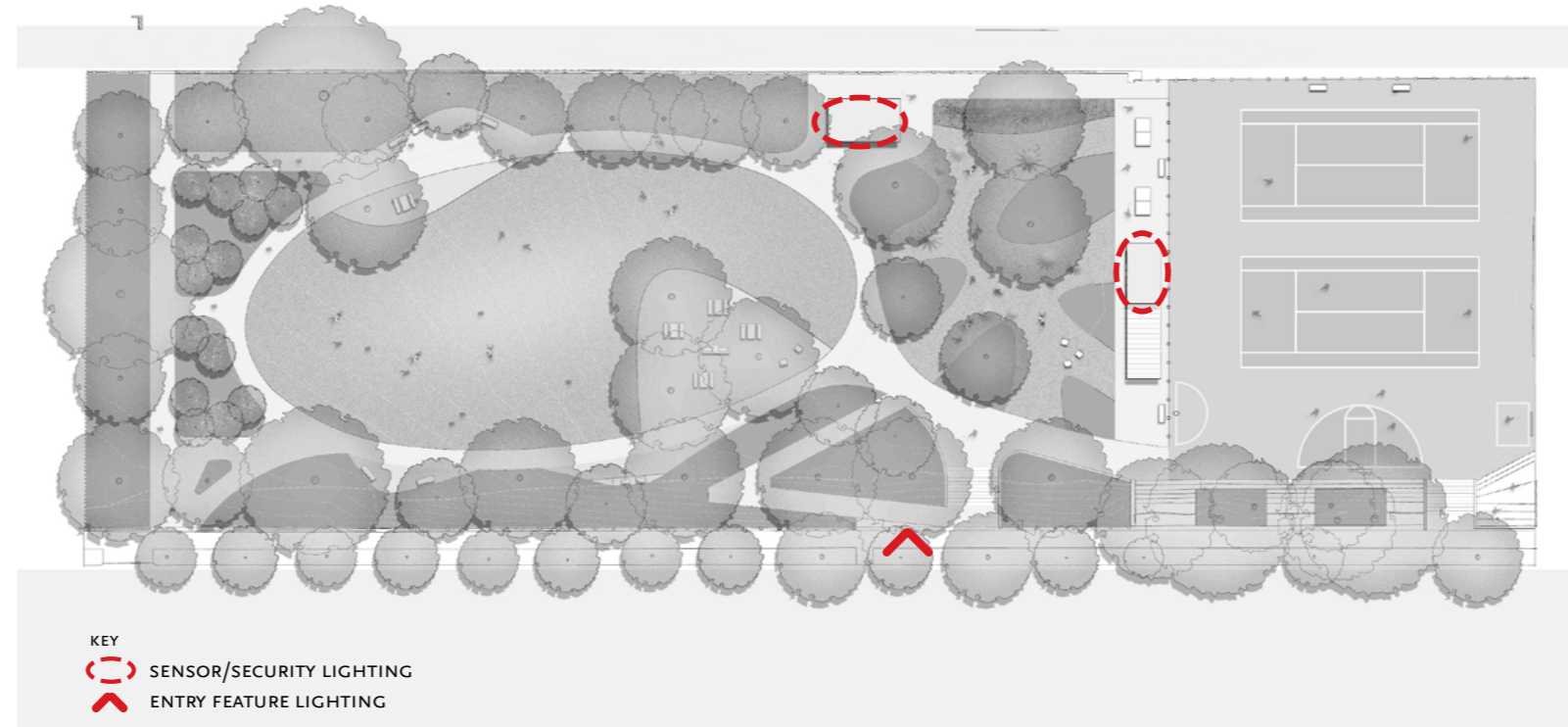
**CORTEN**  
Applications: Blade walls, cladding, edging, signage + furniture

# Lighting

There are two existing lights on a single stobie pole located in the centre of Burchell Reserve. The stobie pole has overhead power connecting to Sixth Avenue and the public toilet.

The intent of the Master Plan is to:

- provide sensor lighting near the toilet and shelter;
- remove the stobie pole and explore opportunities for solar power for the toilet and shelter;
- provide feature lighting at the main entrance; and
- consider providing a power bollard for use in small community events.

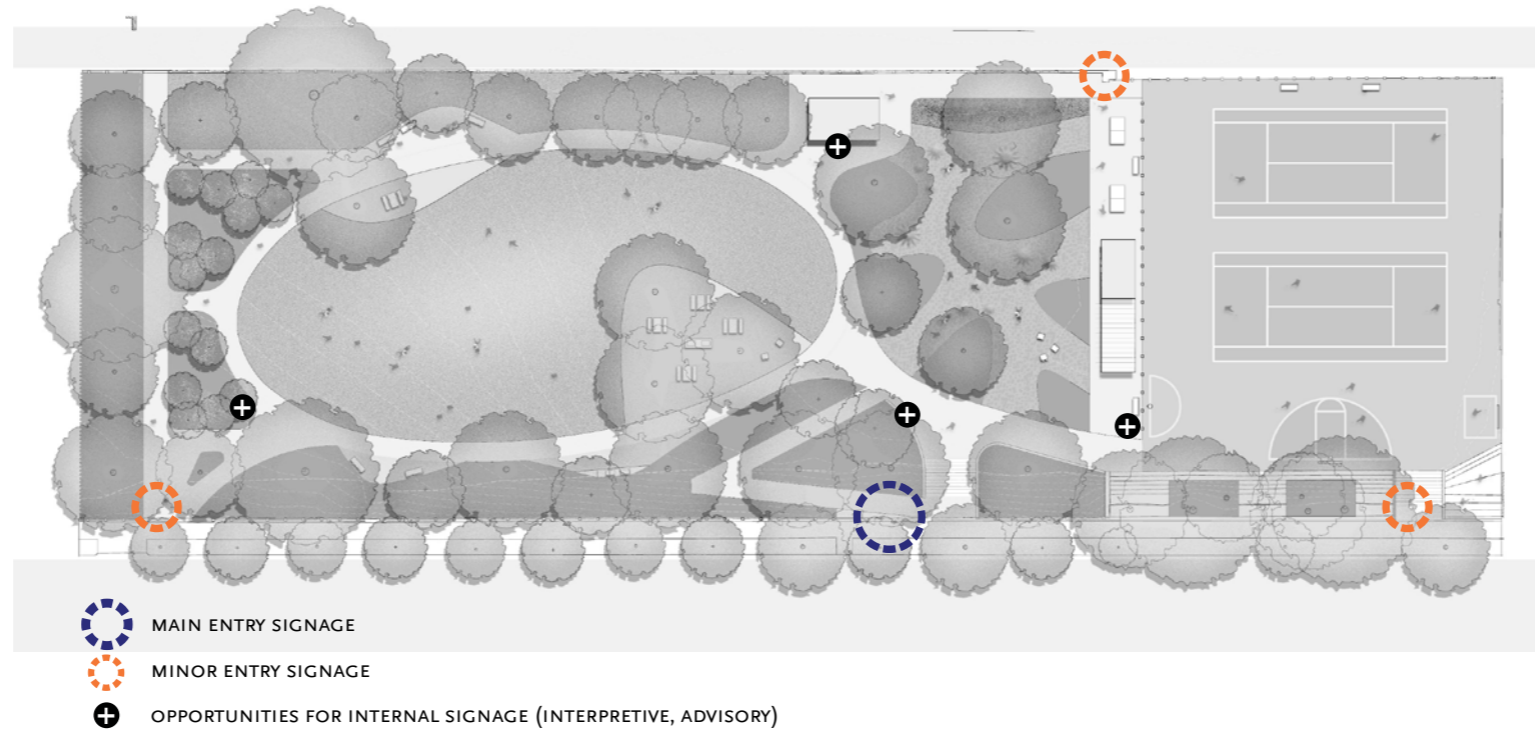


# Signage

Burchell Reserve currently has limited signage namely, a minor entry sign and some advisory signage within the Reserve.

The Master Plan proposes a co-ordinated signage network is established throughout the Reserve to improve legibility and encourage community and visitor use.

The network provides advisory information for the Reserve facilities and directional information for other destinations surrounding the Reserve. To add additional value, interpretive signage is provided to educate and entertain park users, including botanical information relating to ornamental plantings and cultural heritage of the Reserve.



SUITABLE SIGNAGE STYLE FOR BURCHELL RESERVE. INDICATIVE IMAGE ONLY.

## Public Art

There is currently no public art within Burchell Reserve.

The Master Plan proposes the installation of some 'minor' artwork within the Reserve.

Particular opportunities to incorporate public art may include:

- integration with signage, walls and paving at the entries to the Reserve; and/or
- integration with furniture (e.g. drinking fountains or outdoor table-tennis tables).



INDICATIVE IMAGES ONLY.  
OPPORTUNITY FOR PUBLIC ART TO INTEGRATE WITH SIGNAGE AND PLAY AND INVOKE A SENSE OF PLACE FOR BURCHELL RESERVE.

# Planting

Existing planting within Burchell Reserve consists of trees and grass.

There is opportunity to provide additional planting to contribute to the character and amenity of the Reserve.

Planting beds provide seasonal change and give structure and character to the Reserve.

Planting beds are used to:

- offer structure, marking entry points and key locations;
- define edges, paths and spaces;
- stabilise soil and reduce erosion, particularly for the existing bank along Sixth Avenue;
- enhance amenity, interest and ecological value;
- accommodate water sensitive urban design;
- educate the public about low water use local plants; and
- provide seasonal change.

The planting strategy for Burchell Reserve supports the use of attractive local native species and appropriate exotic species within the Reserve which have low long-term maintenance requirements.

Burchell Reserve is not identified as a priority reserve in Council's Biodiversity Strategy.

Planting bed design and plant selection considers:

- location and role of planting beds;
- shared and current irrigation and maintenance requirements;
- compliance with *Crime Prevention Through Environmental Design (CPTED)* principles;
- avoiding use of a single species within large areas;
- encourages bold simple planting beds which provides interest and diversity;
- their role in water sensitive urban design, education, biodiversity; and
- growing conditions on this site, particularly during establishment.

## INDICATIVE PLANT SPECIES LIST:

- Carpobrotus rossii*
- Clivia miniata*
- Dianella caerulea* 'Cassa Blue'
- Dianella caerulea* 'Silver Streak'
- Eremophila glabra* 'Amber Carpet'
- Eremophila glabra* 'Kalbarri Carpet'
- Grevillea* 'Bronze Rambler'
- Grevillea lanigera* 'Prostrate'
- Hardenbergia violacea*
- Hebe* 'Inspiration'
- Isolepis nodosa*
- Juncus kraussii*
- Liriope muscari* 'Green Giant'
- Lomandra confertifolia* 'Silver Grace'
- Lomandra confertifolia* 'Wingarra'
- Lomandra tanika*
- Rhaphiolepis umbellata*
- Russelia equisetiformis*
- Trachelospermum jasminoides*



PLANTING BED AREAS



SUITABLE PLANTING STYLES FOR BURCHELL RESERVE. INDICATIVE IMAGES ONLY.

# Trees

The existing landscape quality of Burchell Reserve derives from its open grass area and mature tree planting around the perimeter.

The large majority of trees in the Reserve are Ash (*Fraxinus*) species and provide an attractive and shady setting. However many of the existing Ash trees are reaching maturity with some specimens showing signs of decay.

A long-term tree management strategy is needed with recommendations for staged management of existing trees, including a replacement strategy.

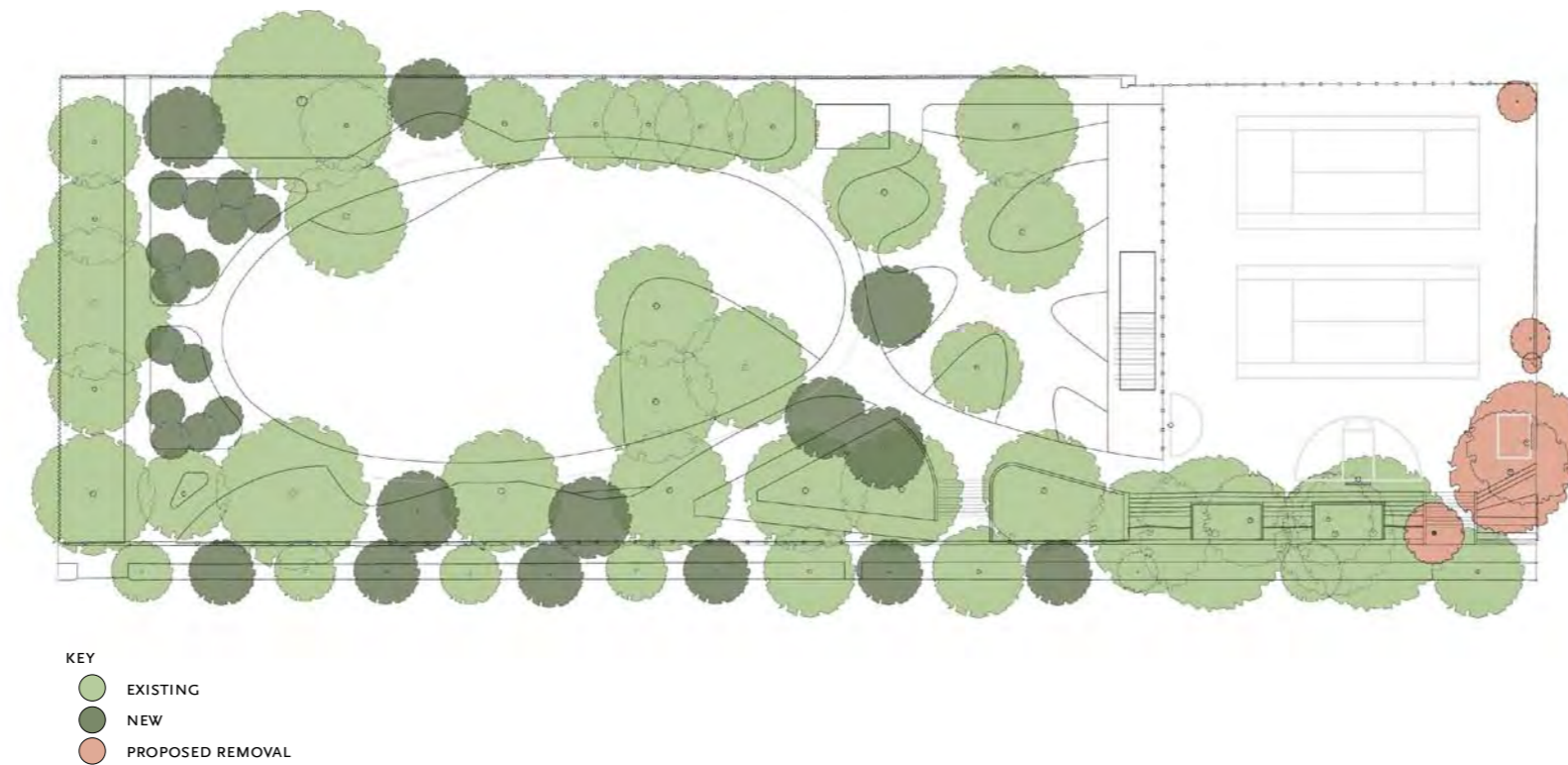
Apart from the removal of unsuitable species (e.g. Paperbark trees) for efficient placement of the tennis courts, existing trees are retained and supplemented by new tree planting. None of the trees proposed for removal are significant.

The location of new tree planting is designed to support the spatial organisation of the Reserve including achieving open lawn spaces, reinforcing movement corridors and for providing shade where needed (e.g. playspace).

The Master Plan recommends development and preparation of a Tree Management Plan based on management of existing assets and new planting. The Tree Management Plan should consider health and expected longevity as well as short-term pruning and other techniques.

### RECOMMENDED SPECIES LIST FOR NEW TREES:

- *Acer sp* (Maple)
- *Ginkgo biloba* (Ginkgo)
- *Quercus sp* (Oak)
- *Ulmus sp* (Elm)
- *Lagerstroemia* (Crepe Myrtle)



GINKGO BILOBA (GINGKO)



ULMUS SP (ELM)



ACER SP (MAPLE)



QUERCUS SP (OAK)



LAGERSTROEMIA (CREPE MYRTLE)

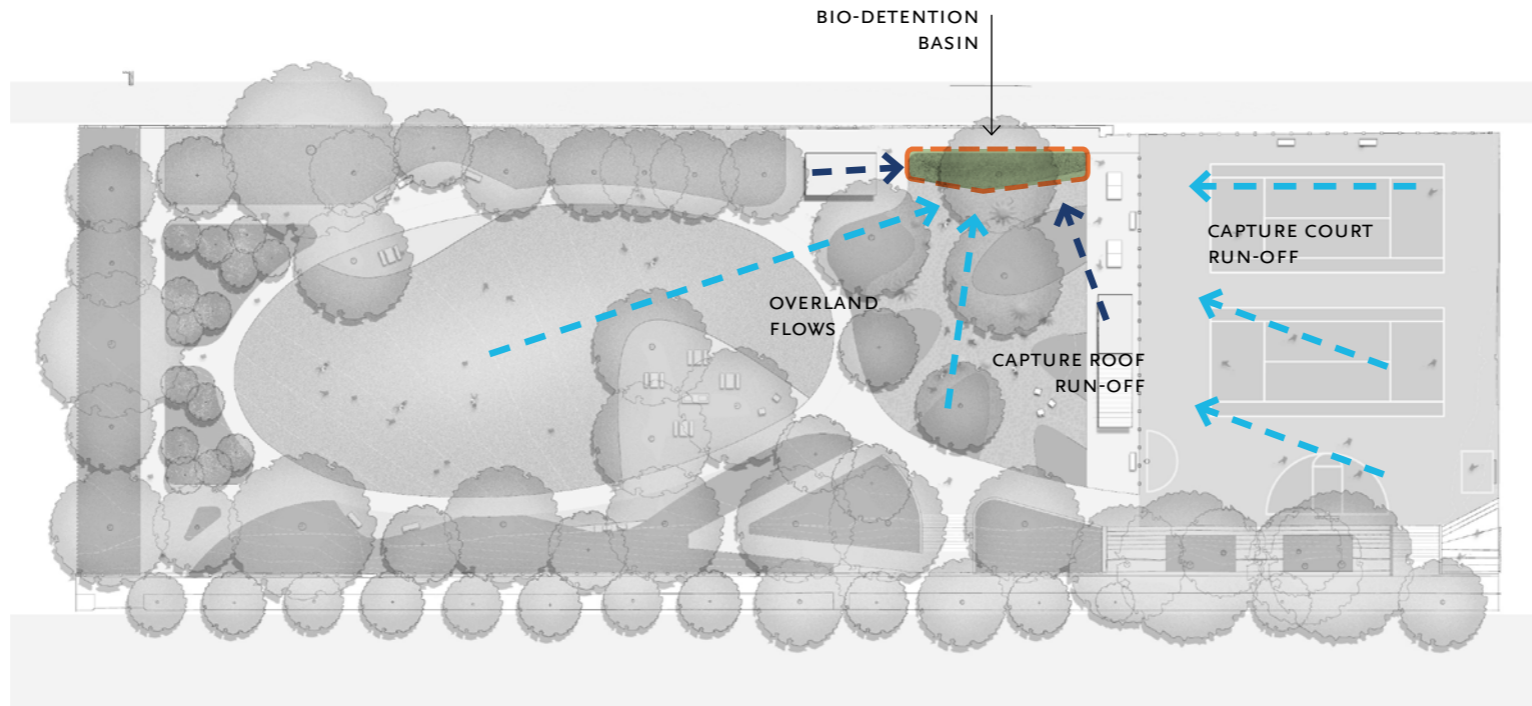


## Environmental Sustainability

Environmental sustainability is a key component in the philosophy of Council and the Master Plan of Burchell Reserve.

Key opportunities for Burchell Reserve to support sustainable initiatives include:

- exploring the reuse of the existing court surface as a base for the new courts or underneath pathways;
- minimising electricity usage through limited lighting, use of sensors and opportunities for the use of solar panels;
- using Water Sensitive Urban Design such as rain gardens/bio-detention basin/ bio-filtration cells for overland flows and catchment of roof and tennis court run-off;
- using of materials and elements that are low maintenance, durable and long-lasting;
- exploring the use of recycled materials for park furniture;
- consolidating the area of irrigated grass to key recreation spaces; and
- ensuring the new irrigation system allows for a possible future supply from the Linde Reserve Aquifer Storage and Recovery System (ASR).



WSUD: STORMWATER MANAGEMENT



BIO-FILTRATION CELL AT LINDE RESERVE

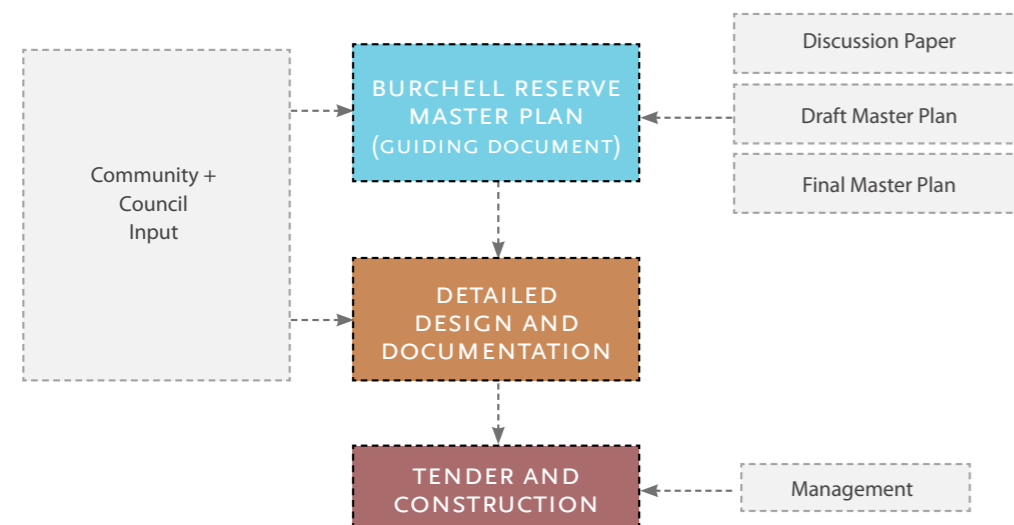
# Implementation

## PROJECT DELIVERY

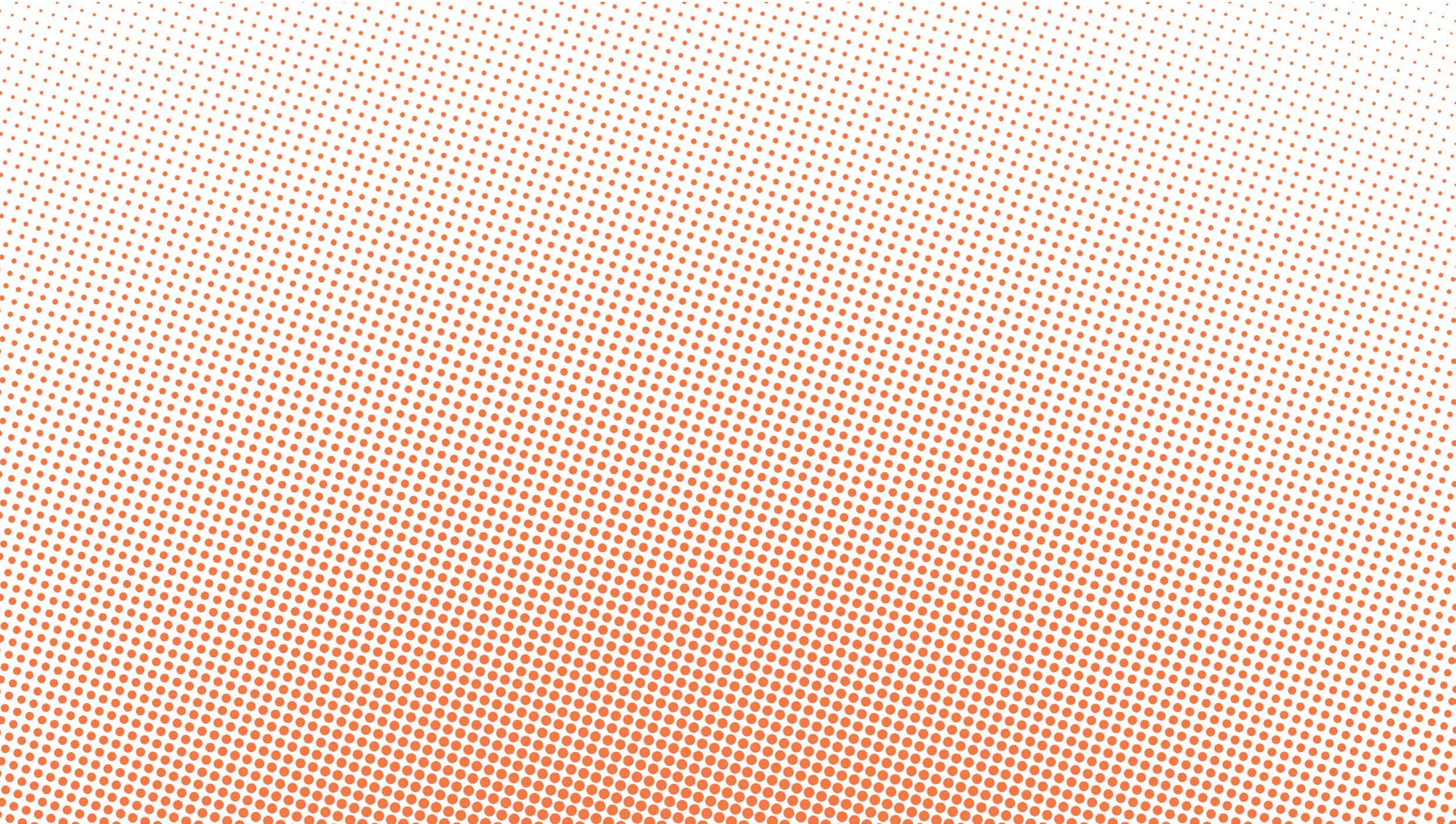
This Master Plan is the first phase in a strategic program for upgrading Burchell Reserve. As a guiding document, it outlines a future based on community input and achievable outcomes.

The Master Plan outlines an over-arching and coordinated vision for the Reserve, identifying projects to assist in implementation and determining forward budgets. The Master Plan does not, purposefully, provide detailed designs for particular projects (e.g. playspace upgrade) that will lead revitalisation of the Reserve. These works will occur as funds become available and partnership opportunities are realised.

Feedback received on the draft Master Plan will be considered in finalising the Master Plan which will then be presented to the Council for adoption.



**OXIGEN PTY LTD**  
98-100 Halifax Street  
Adelaide SA 5000 Australia  
T +618 7324 9600  
design@oxigen.net.au  
www.oxigen.net.au



### 11.3 REVIEW OF POLICIES

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**REPORT AUTHOR:** Manager, Governance, Legal & Property  
**GENERAL MANAGER:** General Manager, Governance & Community Affairs  
**CONTACT NUMBER:** 8366 4549  
**FILE REFERENCE:** qA64306  
**ATTACHMENTS:** A

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#### PURPOSE OF REPORT

The purpose of this report is to present the draft *Library Outreach Services Policy* to the Council for consideration and adoption.

#### BACKGROUND

Policies, Codes of Practice and Codes of Conduct are important components of a Council's governance framework. Policies set directions, guide decision making and inform the community about how the Council will normally respond and act to various issues.

When a decision is made in accordance with a Council policy or code, both the decision-maker and the community can be assured that the decision reflects the Council's overall aims and principles of action.

Accordingly, policies and codes can be used in many contexts to:

- reflect the key issues and responsibilities facing a Council;
- provide a policy context and framework for developing more detailed objectives and management systems;
- guide staff and ensure consistency in delegated and day-to-day decision-making; and
- clearly inform the community of a Council's response to various issues.

It is therefore important that policies remain up to date and consistent with any position adopted by the Council.

As such, a review of the Council's Policies commenced some months ago and to date a number of policies have been reviewed, updated and amended and a number are in the process of being updated prior to presentation to the Council for consideration and adoption.

To date, the following policies have been reviewed and updated and adopted by the Council over the last few months:

- Access & Inclusion
- Access to Meetings & Documents
- Asset Capitalisation & Depreciation
- Asset Impairment
- Asset Management
- Asset Revaluation
- Bad Debt Write-Off
- Bank Accounts
- Budget
- Budget Review
- Building Inspections
- Charges - Reinstatement of Public Utilities
- Civic Bands & Orchestra
- Civic Recognition
- Code of Conduct for Council Members - Complaint Handling Procedure
- Community Consultation
- Community Funding
- Community Gardens
- Community Information
- Complaints Handling

- Conditions of Library Use
- Council's Role in Markets
- Credit Card
- Credit
- Development Assessment & Development Compliance Reporting & Monitoring Policy
- Directional Signage
- Display of Business Merchandise & Objects on Council Footpaths
- Disposal of Land & Assets
- Elected Member Access to Legal Advice
- Elected Member Allowances & Benefits
- Elected Members Electronic Communications Policy
- Elected Member Training & Development
- Emergency Disaster Donations
- Expenditure
- Fees & Charges
- Footpath and Driveway Crossover Policy
- Fraud, Corruption, Misconduct & Maladministration Prevention
- Fringe Benefits Tax
- Funding
- Goods & Services Tax
- Informal Gatherings
- Internal Control
- Irrigation
- Library Collection Development
- Live Music
- Local Government Elections Caretaker
- Local Area Traffic Management
- Naming of Roads and Public Places
- Order Making
- Outdoor Dining
- Payments
- Petty Cash
- Planning Approval Compliance & Development Complaint Handling Policy
- Plaques, Monuments & Memorials
- Privacy
- Private Laneways Policy & Procedure
- Procurement
- Prudential Management
- Public Art
- Public Interest Disclosure
- Public Liability Insurance for Community Groups when Hiring Council Owned Facilities
- Rate Rebates on Council Land Leased or Licensed
- Rate Rebate
- Rating
- Reinstatement of Council Infrastructure by Public Utilities
- Removal and Impounding of Vehicles
- Requests for Services
- Review of Decisions
- Risk Management
- Salaries & Wages Administration
- Smoke Free
- Social Media
- Temporary Road Closures for Non-Council Initiated Events
- Tennis Facilities
- Treasury Management
- Unreasonable Complainant
- Volunteer Management

The following policies have also been reviewed, however, these policies have been revoked on the basis that due to the nature of the subject matter and/or the subject matter has been incorporated into other policies, these policies are redundant and therefore no longer required:

- Cat
- Community Care Services
- Council Land Rebates – Community Facilities
- Disability
- Disposal Small Plant, Equipment & Furniture
- Donations & Community Grants
- Graffiti Removal
- Home Library Service Policy
- Honorary Freedom of the City Award (incorporated into the Civic Recognition Policy)
- Kerbside Numbering
- Library Service Code of Conduct
- Permits and Authorisations for Private Use of Local Government Land
- Petitions
- Register of Parking Controls – Fees
- Requests for Reports
- Traffic Management
- Telephone
- Whistleblower

The following policies have also been reviewed and revoked as these policies have been consolidated into the new *Footpath and Driveway Crossover Policy*:

- Footway Construction – At Request of Residents Policy;
- Footway Construction – Notification of Work Policy;
- Footway Paving Policy;
- Footway Widths Policy; and
- Residential Crossovers Policy.

Following the review and revocation of the Council's *Home Library Service Policy* at the meeting of the Council held on 3 May 2021, a draft *Library Outreach Services Policy* has been prepared for the Council's consideration.

The draft Policy is contained within **Attachment A**.

## **RELEVANT STRATEGIC DIRECTIONS & POLICIES**

Not Applicable.

## **DISCUSSION**

Following a review of the Council's Home Library Service, at its meeting held on 3 May 2021 the Council resolved the following:

1. *That the findings of the review of the Council's Home Library Outreach Service, be noted and the proposed new Home Library Service, as detailed in this report, be endorsed.*
2. *That the current Home Library Service Policy (included in Attachment A) be revoked. The Council notes that a new Library Service Outreach Policy, will be proposed based on the service changes as endorsed by the Council and will be submitted to the Council for its consideration and endorsement at the June 2021 Council Meeting.*

The draft *Library Outreach Services Policy* has now been prepared and a copy is contained within **Attachment A**.

The draft *Library Outreach Services Policy* outlines the service parameters for the provision of an expanded scope of home based library services to the community by the Council. The objective of the draft *Library Outreach Services Policy* is for the Council's Libraries to provide convenient and accessible Library Services to the community, for those customers who may not be able to access the Library to borrow or collect reserved items regularly or at all, when physically accessing the Libraries may be difficult due to time, access, transport or health and wellbeing constraints.

As a consequence of the COVID-19 pandemic and the demand for more 'at home' services, the provision of outreach based Library services is an important additional facet of the Council's service delivery to the community, taking the Library 'out into the community'.

The draft *Library Outreach Services Policy* replaces the former *Home Library Service Policy* and removes the former eligibility requirements which were outlined in the *Home Library Service Policy*, in order for an expanded scope of home-based Library Outreach Services to be provided to any citizen who resides within the City of Norwood Payneham & St Peters and is a member of the Library.

As the staff position for this Service is currently vacant, the enhanced Service will be launched once an appropriate staff member has been recruited and appointed.

#### **OPTIONS**

The Council can determine not to endorse the draft *Library Outreach Services Policy*, however, as the draft Policy has been prepared to manage particular matters in accordance with the Council's position, it is recommended that the Council adopts the draft Policy as presented.

#### **CONCLUSION**

Pursuant to the principles of administrative law, a Council should not deviate from an adopted policy without a clear, substantiated reason for doing so.

#### **COMMENTS**

There is no legislative requirement to consult in respect to the draft *Library Outreach Services Policy* contained within **Attachment A**.

#### **RECOMMENDATION**

That the *Library Outreach Services Policy* contained within **Attachment A** be adopted.

## **Attachments – Item 11.3**



# Attachment A

## Review of Policies

### Library Outreach Services Policy

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**




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**NAME OF POLICY:** Library Outreach Services Policy

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**POLICY MANUAL:** Governance

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## BACKGROUND

The Council's Libraries provide a range of accessible services to the community in order to foster literacy, inclusion and enrichment for all citizens regardless of their personal circumstances.

Library Services must continually evolve in both their physical presence in the community, their online presence and their accessibility and availability to the broader community to meet the changing needs of citizens, to ensure they remain relevant, contemporary and accessible.

## DISCUSSION

Whilst the Council's Library buildings play a significant part in providing opportunities for the community to come together to learn, have fun and connect with each other and in doing so combat loneliness and social isolation, it is important that the Council's Libraries also provide a contemporary range of options for accessing Library Services to meet a range of individual's needs. This includes within the Council's Library buildings, at home, online in the digital realm and out in community spaces.

The Libraries provides a broad range of services, collections and programs to the community from its three buildings based at Norwood, Felixstow and St Peters. This is complemented by 24/7 access to digital library collections (including e-books, e-audio books, e-magazines, and e-newspapers and online streaming databases) which can be downloaded from the Council's website. In addition to this, customers can also search the Library Catalogue online or the Libraries SA App via a mobile device, to request titles and make holds on items for future access.

The Council also provides a range of programs and services to the community, including literacy, recreation or lifelong learning based programs for both adults and children in a range of venues across the City.

As a consequence of the COVID-19 pandemic and the demand for more 'at home' services, the provision of outreach based Library services is an important additional facet of the Council's service delivery to the community, taking the Library 'out into the community'. These additional services include a home based delivery model of service, providing library materials to citizens residing in the Council who are unable to access the library due to a range of personal circumstances.

## KEY PRINCIPLES

The Council is committed to providing convenient and accessible Library services, information and facilities for the community, in accordance with the Council's City Plan 2030 outcome, Social Equity.

## POLICY

The Council will provide an 'at home' based delivery service to the community on a short or long term basis as requested.

The provision of a revised and expanded model of service delivery will benefit a range of Library customers living in our City, who may not be able to access their library to borrow or collect reserved

items regularly, or at all. The provision of this service will ensure the Council's Libraries can continue to remain relevant, contemporary and respond to the changing needs of the community, during an era when physically accessing the Council's Libraries may be challenging due to time, access, transport, or health and wellbeing constraints.

Customers can either utilise the online catalogue to request their items for a monthly delivery or if they are unable to visit the Library or access the online catalogue to request items, Library staff will arrange a tailored monthly package of materials to be delivered to the individual. Customers are able to return their items at any time, or if they are unable to visit the library, they will be collected at their next delivery.

Normal loan periods and a delivery limit of 35 items for individuals will apply. To be eligible, citizens must reside within the City of Norwood Payneham & St Peters and be a member of the Library. This service is available to citizens of any age.

Home based visits can be temporary or permanent, and will be provided monthly dependent on service capacity limits and restrictions. Deliveries will be undertaken by either Council staff or registered Council Volunteers.

## **REVIEW PROCESS**

This Policy will be reviewed by the Council within three (3) years of the adoption date of the Policy.

## **INFORMATION**

The contact officer for further information at the City of Norwood Payneham & St Peters is the Council's Manager, Library Services & Lifelong Learning, telephone 8334 0228 or email: [skennedy@npsp.sa.gov.au](mailto:skennedy@npsp.sa.gov.au)

## **ADOPTION OF THE POLICY**

This Policy was adopted by the Council on 2021.

## **TO BE REVIEWED**

This Policy will be reviewed in 2024.

**Section 2 – Corporate & Finance**  
**Reports**

## 11.4 MONTHLY FINANCIAL REPORT – APRIL 2021

---

**REPORT AUTHOR:** Financial Services Manager  
**GENERAL MANAGER:** General Manager, Corporate Services  
**CONTACT NUMBER:** 8366 4585  
**FILE REFERENCE:** qA64633/A166834  
**ATTACHMENTS:** A

---

### **PURPOSE OF REPORT**

The purpose of this report is to provide the Council with information regarding its financial performance for the period ended April 2021.

### **BACKGROUND**

Section 59 of the *Local Government Act 1999* (the Act), requires the Council to keep its resource allocation, expenditure and activities and the efficiency and effectiveness of its service delivery, under review. To assist the Council in complying with these legislative requirements and the principles of good corporate financial governance, the Council is provided with monthly financial reports detailing its financial performance compared to its Budget.

### **RELEVANT STRATEGIC DIRECTIONS AND POLICIES**

Nil

### **FINANCIAL AND BUDGET IMPLICATIONS**

Financial sustainability is as an ongoing high priority for the Council. Given the COVID-19 pandemic, the Council adopted a Budget which included measures to minimise the impact on ratepayers and support local business. As a result, the Council adopted a Budget which forecasts an Operating Deficit of \$798,455 for the 2020-2021 Financial Year. The Third Budget update reports an Operating Deficit of \$168,575 for the 2020-2021 Financial Year an improvement of \$629,880.

For the period ended April 2021, the Council's Operating Surplus is \$1,355,000 against a budgeted Operating Surplus of \$802,000, resulting in a favourable variance of \$553,000.

### **EXTERNAL ECONOMIC IMPLICATIONS**

Not Applicable.

### **SOCIAL ISSUES**

Not Applicable.

### **CULTURAL ISSUES**

Not Applicable.

### **ENVIRONMENTAL ISSUES**

Not Applicable.

### **RESOURCE ISSUES**

Not Applicable.

### **RISK MANAGEMENT**

Not Applicable.

## COVID-19 IMPLICATIONS

As Elected Members are aware, the development of the 2020-2021 Budget, was undertaken during an unprecedented time where the on-going health, social and economic impacts of the COVID-19 Pandemic were relatively unknown and the future impacts of the physical distancing measures introduced to address the health impacts remained uncertain and were changing rapidly.

For the period ended April 2021, in addition to the financial support package provided within the Adopted Budget, the Council has spent \$203,000 on its response to the COVID-19 pandemic. This covers additional cleaning services across all Council facilities and the purchase of materials to ensure that appropriate physical distancing and other protective measures are in place to assure both staff and users of Council Services.

## CONSULTATION

- **Elected Members**  
Not Applicable
- **Community**  
Not Applicable.
- **Staff**  
Responsible Officers and General Managers.
- **Other Agencies**  
Not Applicable.

## DISCUSSION

For the period ended April 2021, the Council's Operating Surplus is \$1,355,000 against a budgeted Operating Surplus of \$802,000, resulting in a favourable variance of \$553,000.

Employee Expenses are \$200,000 (1.5%) favourable to budget as at the end of April 2021. The variance represents a timing difference of Annual Leave which has been taken as compared to budget expectations. Annual Leave when taken is costed to against the Annual Leave provision on the Balance Sheet.

Whilst Materials (\$100,000), Consumables (\$81,000) and Water (\$65,000) are favourable to budget, there are no individually significant variances however, there are a number of smaller timing variances. The expectation is that these variances will be resolved in the final months of the financial year. These variances include items such as turf renovations, planned building maintenance services, staff uniforms, catering and other similar Council event related expenditure and tree services.

The Monthly Financial report is contained in **Attachment A**.

## OPTIONS

Nil

## CONCLUSION

Nil

## COMMENTS

Nil

## RECOMMENDATION

That the April 2021 Monthly Financial Report be received and noted.

## **Attachments – Item 11.4**

# Attachment A

## Monthly Financial Report April 2021

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**



CITY OF NORWOOD PAYNEHAM & ST PETERS

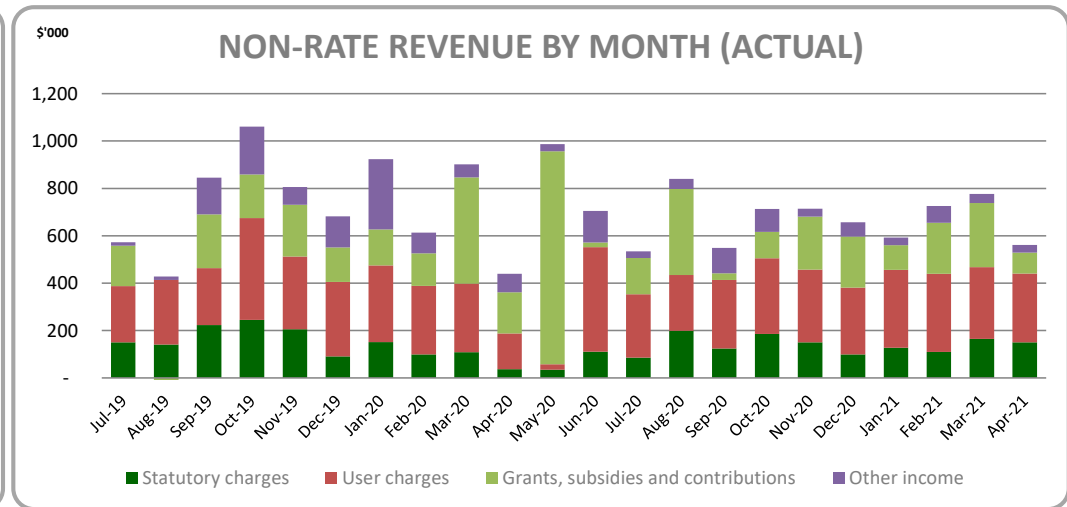
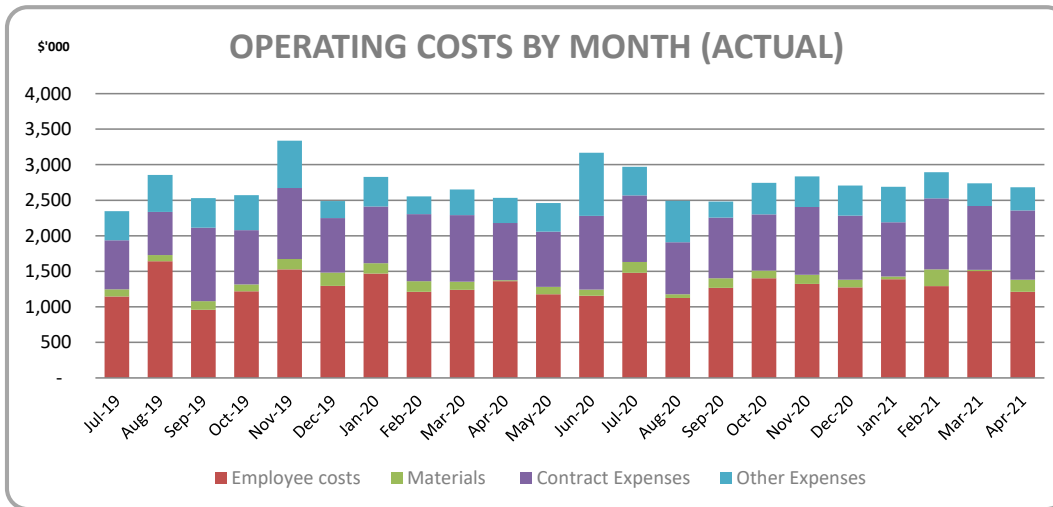
Financial Performance for the period ended 30 April 2021					
LYTD Actual		YTD Actual	YTD Revised	Var	Var %
\$'000		\$'000	Budget \$'000	\$'000	
	<b>Revenue</b>				
30,185	Rates Revenue	30,231	30,232	(1)	(0%)
1,450	Statutory Charges	1,397	1,332	65	5%
2,922	User Charges	2,952	3,016	(64)	(2%)
1,846	Grants, Subsidies and Contributions	1,775	1,774	1	0%
81	Investment Income	17	54	(37)	(68%)
480	Other	524	525	(1)	(0%)
477	Reimbursements	166	79	87	109%
<b>37,441</b>	<b>Total Revenue</b>	<b>37,062</b>	<b>37,012</b>	<b>51</b>	<b>0%</b>
	<b>Expenses</b>				
12,873	Employee Expenses	13,266	13,466	200	1%
8,142	Contracted Services	8,478	8,577	98	1%
530	Energy	486	497	11	2%
583	Insurance	609	589	(20)	(3%)
198	Legal expense	324	303	(21)	(7%)
417	Materials	326	427	100	24%
693	Parts, Accessories and Consumables	637	718	81	11%
498	Water	317	382	65	17%
3,547	Sundry	3,451	3,433	(18)	(1%)
7,125	Depreciation, Amortisation and Impairment	7,301	7,301	-	-
461	Finance Costs	511	517	6	1%
<b>35,068</b>	<b>Total Expenses</b>	<b>35,707</b>	<b>36,209</b>	<b>502</b>	<b>1%</b>
<b>2,373</b>	<b>Operating Surplus/(Deficit)</b>	<b>1,355</b>	<b>802</b>	<b>553</b>	<b>69%</b>

Summary of Net Cost of Divisions for the period				
Division	YTD Actual	YTD Budget	Var	Var %
	\$'000	\$'000	\$'000	
Chief Executive Office	(3,187)	(3,326)	138	4%
Corporate Services	(12,072)	(11,576)	(496)	-4%
Governance and Community Affairs	(1,263)	(1,612)	348	22%
Urban Planning and Environment	(1,897)	(2,033)	136	7%
Urban Services	(10,456)	(10,883)	427	4%
<b>Operating Surplus/(Deficit) (before Rate Revenue)</b>	<b>(28,876)</b>	<b>(29,430)</b>	<b>553</b>	<b>2%</b>

<b>Rate Revenue</b>	<b>30,231</b>	<b>30,232</b>	<b>(1)</b>	<b>0%</b>
<b>Operating Surplus/(Deficit)</b>	<b>1,355</b>	<b>802</b>	<b>553</b>	<b>69%</b>

- Mid Year Budget Surplus/(Deficit) (651)**
- Staff vacancies that will not be filled before the end of the financial Year 200
  - Reduction in interest charges as a result of not drawing down any new borrowings 130
  - New budget for legal fees associated with Scramble Crossing (150)
  - Operating projects expected to be carried forward into 2021-2022 203
  - Additional savings across a range of expenses and services 100

Revised Budget Surplus/(Deficit) - Third Budget Review (168)



CITY OF NORWOOD PAYNEHAM & ST PETERS

Project Summary for period ended 30 April 2021

	YTD Actual	YTD Revised Budget	Remaining Annual Budget
	\$'000	\$'000	\$'000
<b>Operating Projects</b>			
<b>Income</b>			
Social Equity	342	342	181
Environmental Sustainability	-	-	60
Cultural Vitality	-	0	0
Economic Prosperity	-	-	0
Corporate Management	-	-	0
<b>Total Income</b>	<b>342</b>	<b>342</b>	<b>241</b>
<b>Expenses</b>			
Social Equity	400	336	571
Environmental Sustainability	57	14	131
Cultural Vitality	107	107	66
Economic Prosperity	78	78	39
Corporate Management	80	78	125
<b>Total Expenses</b>	<b>721</b>	<b>612</b>	<b>933</b>

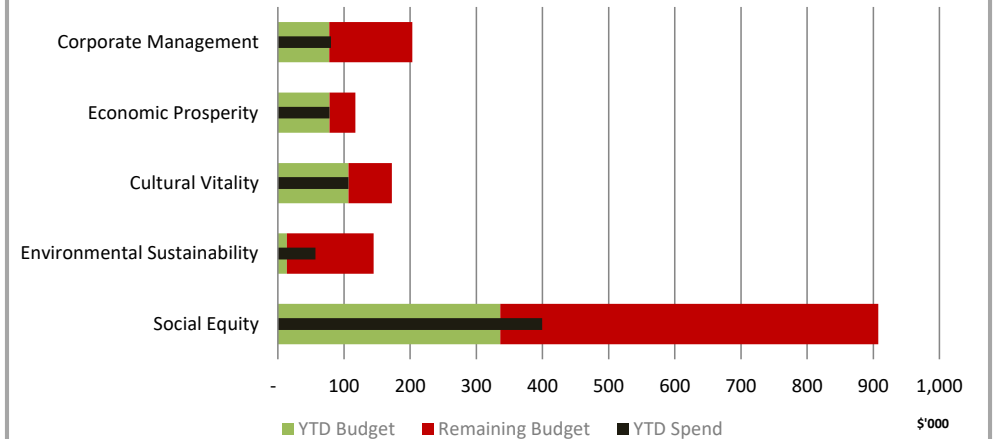
<b>Net Cost of Operating Projects</b>	<b>(380)</b>	<b>(270)</b>	<b>(691)</b>
---------------------------------------	--------------	--------------	--------------

<b>Capital Projects</b>			
<b>Income</b>			
Social Equity	406	179	1,181
Environmental Sustainability	150	-	870
Cultural Vitality	-	-	0
Economic Prosperity	-	-	0
Corporate Management	-	-	0
<b>Total Income</b>	<b>556</b>	<b>179</b>	<b>2,052</b>
<b>Expenses</b>			
Social Equity	8,618	7,676	7,057
Environmental Sustainability	1,988	838	3,909
Cultural Vitality	150	150	293
Economic Prosperity	7	7	303
Corporate Management	20	20	152
<b>Total Expenses</b>	<b>10,784</b>	<b>8,692</b>	<b>11,713</b>

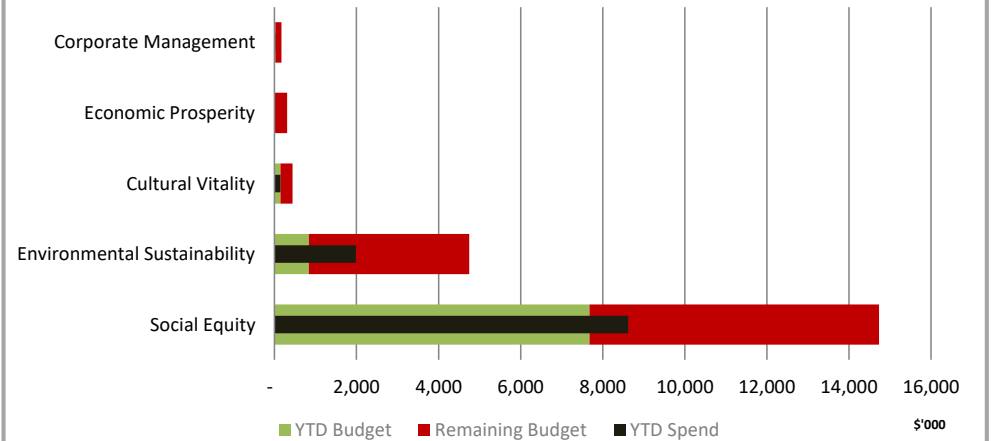
<b>Net Cost of Capital Projects</b>	<b>(10,228)</b>	<b>(8,513)</b>	<b>(9,662)</b>
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Key areas to highlight:

SERVICE INITIATIVES (inc. Carry Forwards)



NEW ASSETS & RENEWALS (inc. Carry Forwards)

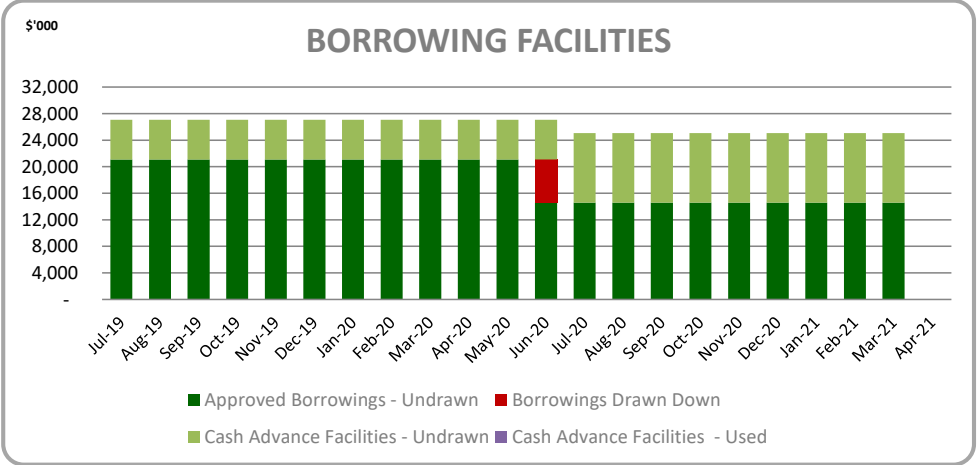
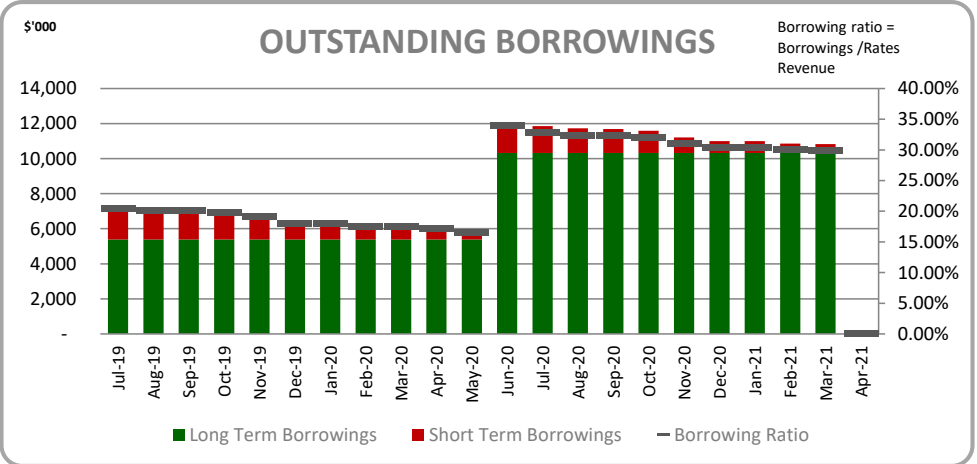
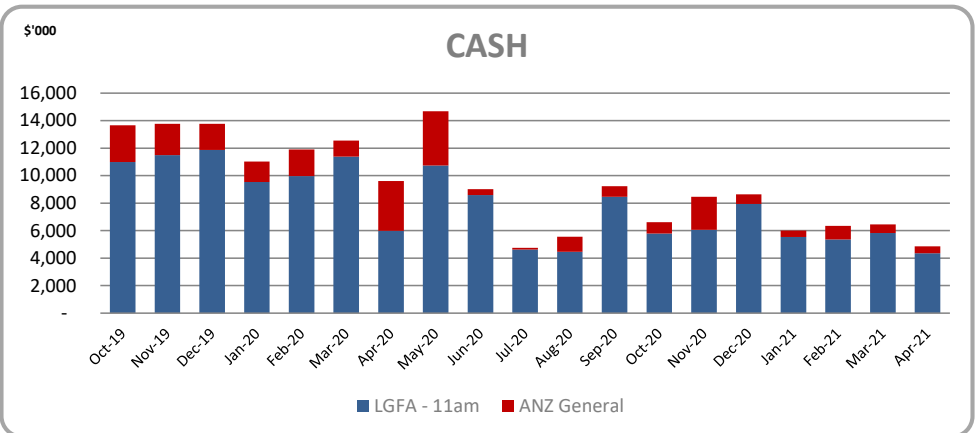


CITY OF NORWOOD PAYNEHAM & ST PETERS

Statement of Financial position as at 30 April 2021

	Apr-21	Mar-21	Movement	June 2020
	Actual	Actual		
	\$'000	\$'000	\$'000	\$'000
<b>ASSETS</b>				
<b>Current Assets</b>				
Bank and Cash	4,711	6,306	(1,595)	9,021
Accounts receivables	9,024	10,206	(1,182)	3,502
Less : Provision for Bad Debts	(272)	(272)	-	(272)
<b>Total Current Assets</b>	<b>13,462</b>	<b>16,239</b>	<b>(2,777)</b>	<b>12,250</b>
<b>Non-current Assets</b>				
Financial Assets	45	45	-	45
Investments in Joint Ventures	2,971	2,951	20	2,890
Infrastructure, Property, Plant and Equipment	490,643	489,802	840	487,808
<b>Total Non-current Assets</b>	<b>493,658</b>	<b>492,798</b>	<b>860</b>	<b>490,743</b>
<b>Total Assets</b>	<b>507,120</b>	<b>509,037</b>	<b>(1,917)</b>	<b>502,994</b>
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Trade and Other Payables	8,102	10,573	(2,472)	4,361
Borrowings	(1,165)	(1,061)	(104)	(24)
Provisions	1,966	1,956	11	1,713
<b>Total Current Liabilities</b>	<b>8,903</b>	<b>11,468</b>	<b>(2,565)</b>	<b>6,050</b>
<b>Non-current Liabilities</b>				
Borrowings	11,888	11,888	-	11,888
Provisions	2,581	2,581	-	2,581
Investments in Joint Ventures	1,268	1,288	(20)	1,348
<b>Total Non-current Liabilities</b>	<b>15,736</b>	<b>15,756</b>	<b>(20)</b>	<b>15,817</b>
<b>Total Liabilities</b>	<b>24,639</b>	<b>27,224</b>	<b>(2,585)</b>	<b>21,867</b>
<b>NET ASSETS</b>	<b>482,482</b>	<b>481,813</b>	<b>669</b>	<b>481,127</b>
<b>EQUITY</b>				
Accumulated Surplus	58,862	58,194	669	57,507
Asset Revaluation Reserves	423,620	423,620	-	423,620
<b>TOTAL EQUITY</b>	<b>482,482</b>	<b>481,813</b>	<b>669</b>	<b>481,127</b>

Key areas to highlight YTD :



## 11.5 2021-2022 REGIONAL LANDSCAPE LEVY

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**REPORT AUTHOR:** General Manger, Corporate Services  
**GENERAL MANAGER:** Chief Executive Officer  
**CONTACT NUMBER:** 8366 4585  
**FILE REFERENCE:** qA2206/A154109  
**ATTACHMENTS:** A

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### PURPOSE OF REPORT

The purpose of the report is to advise the Council of the proposed 2021-2022 Regional Landscape Levy.

### BACKGROUND

In July 2020, eight regional landscape boards and a metropolitan Green Adelaide Board were established under the *Landscape South Australia Act 2019* (the Act). The purpose of each Board is to administer the Act and support all sectors of the community and all levels of government, by providing strategic leadership for their region's landscape management. The respective Landscape Boards are responsible for facilitating the management of landscapes in partnership with key partners and stakeholders.

The *Green Adelaide Board* is responsible for integrating the management of water resources and wetlands, the metropolitan coastline, nature education within the city, creating habitat for biodiversity, and the greening of streets, parklands and buildings.

Councils contribute to their respective landscape region through the collection of the Regional Landscape Levy (formally known as the NRM Levy) from property owners through the declaration of a separate rate. The Levy collected is used to fund the respective landscape Board's Business Plan. For this Council, the Levy will fund the delivery of the Business Plan developed by the Metropolitan Landscape Board, Green Adelaide. As with the NRM Levy, Councils can continue to recover the Levy establishment and ongoing collection costs from the respective Regional Landscape Board.

A copy of the letter which has been received from the Green Adelaide Board (the Board) is contained in **Attachment A**.

### RELEVANT STRATEGIC DIRECTIONS & POLICIES

The Councils Strategic Management Plan, *City Plan 2030* does not contain an Outcome directly related to the collection of the NRM Levy.

### FINANCIAL AND BUDGET IMPLICATIONS

In 2021-2022, the Council will be required to collect \$1.386 million (a 1.5% increase on the amount collected in 2020-2021) on behalf of Green Adelaide for the payment of the State Government Regional Landscape Levy. In this respect, Local Government acts as the revenue collector for the Green Adelaide Board (the Board) and the eight (8) Regional Landscape Boards and as such, the Council does not retain this revenue. The total amount of Levy proposed to be raised by the Board for the 2021-2022 financial year, is \$28.919 million, a 1.0% increase on \$28.633 million, which was collected in 2020-2021. The property owners within the City of Norwood Payneham & St Peters will contribute 4.8% of the total of the Levy which is collected on behalf of the Board for 2021-2022 Financial year.

### EXTERNAL ECONOMIC IMPLICATIONS

Nil

### SOCIAL ISSUES

Nil

### CULTURAL ISSUES

Nil

## **ENVIRONMENTAL ISSUES**

Nil

## **RESOURCE ISSUES**

Nil

## **RISK MANAGEMENT**

Nil

## **CONSULTATION**

- **Elected Members**  
Not Applicable.
- **Community**  
Not Applicable.
- **Staff**  
Not Applicable.
- **Other Agencies**  
Not Applicable.

## **DISCUSSION**

For the 2021-2022 Financial year, the Board has identified that it requires a contribution of \$28.919 million (2020-2021: \$28.633 million) from property owners within the Constituent Councils of the Green Adelaide Region in order to deliver the projects and programs which are outlined in the Board's Annual Business Plan. There are no proposed changes to the basis of determining the Regional Landscape Levy in 2021-2022, with the basis being the value of rateable land. This basis has been supported by the Council in the past and is considered to be fair and equitable, in so far as a basis for distributing the amount which is paid by each property owner.

The Act imposes a cap on increases in the Landscape Levy to CPI (Adelaide September Quarter), unless the Minister approves a higher increase, which the Minister has advised will only be under exceptional circumstances. For 2021-2022, the levy income increase is capped to CPI of 1.0%, however for this Council, the increase on the Levy collected in 2020-2021 is 1.5%.

Councils may also collect a fee from the Regional Landscape Boards for the administrative cost of collecting the Regional Landscape Levy. For 2021-2022, the fee has been calculated using a fixed fee of \$2,557 plus \$0.25 per rateable assessment. The proposed collection fee for this Council is \$7,686.

As Elected Members may be aware, under the previous arrangements, the Council was responsible for the payment of the full Levy irrespective of whether the ratepayer has paid the Levy. The Act now proposes new levy debt recovery arrangements that will allow the Council to be reimbursed for any new unpaid Regional Landscape Levy, which has been outstanding for at least three (3) years from July 2020, subject to certain conditions.

## **OPTIONS**

Nil

## **CONCLUSION**

Nil

**COMMENTS**

Nil

**RECOMMENDATION**

That the report be received and noted.

## **Attachments – Item 11.5**

# Attachment A

## 2021-2022 Regional Landscape Levy

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**





GA-D00000005

28 April 2021

Mr Mario Barone  
Chief Executive Officer  
City of Norwood Payneham & St Peters

[Mbarone@npsp.sa.gov.au](mailto:Mbarone@npsp.sa.gov.au)

**Green Adelaide Board**

GPO Box 1047  
Adelaide SA 5001  
Tel 08 8463 3733

[dew.greenadelaide@sa.gov.au](mailto:dew.greenadelaide@sa.gov.au)  
[landscape.sa.gov.au](http://landscape.sa.gov.au)

Dear Mr Barone

**2021/22 - Regional landscape levy arrangements for the Green Adelaide Region**

From 1 July 2020, the new *Landscape South Australia Act 2019* (the Act) replaced the *Natural Resources Management Act 2004* as the new framework for managing the state's land, water, pest animals and plants and biodiversity. Green Adelaide was specifically created in this new legislation, in recognition of the unique environmental challenges faced in urban areas.

The Act created nine landscape management regions with NRM boards being replaced by eight new regional landscape boards and a metropolitan landscape board, Green Adelaide. Local Government continues to play a key role in collection of the regional landscape levy (formerly 'NRM levy').

**Contributions and raising a levy in 2021/22**

There are no proposed changes to the basis of the regional landscape levy in 2021/22, and the total levy income increase is capped to CPI of 1%. The Green Adelaide Board's draft business plan will specify \$28,919,496 as the amount to be contributed by the constituent councils in the Green Adelaide Region. The indicative share for each Council of this contribution is listed at Attachment A.

Councils may also collect a fee from the regional landscape boards for the administrative costs of collecting a landscape levy. For 2021/22 the fee has been calculated using a fixed fee of \$2,557.32 (excluding GST) plus \$0.25 per rateable assessment. Please ensure the tax invoice includes GST. The proposed ongoing collection fee for each Council is also provided in Attachment A.

If you have any queries please do not hesitate to contact Roisin McAlary, Manager Financial Services on 0477 341 839. I look forward to meeting with you to continue our partnership in the ongoing management of the Green Adelaide Region that will create a cool, green and climate resilient metropolitan region.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Brenton Gear'.

Brenton Gear  
**Director, Green Adelaide**  
**Department for Environment and Water**

**Attachment A Council Contributions to the Green Adelaide Board and  
Collection Fees for 2021/22**

<b>Council</b>	<b>Council contribution 2021/22 (\$)</b>	<b>Proposed collection fee based on standard rates (\$ GST exclusive)</b>
Adelaide City Council	1,877,898	8,983
City of Burnside	1,737,916	7,912
Campbelltown City Council	1,236,467	8,788
City of Charles Sturt	3,070,953	17,655
Holdfast Bay City Council	1,301,758	7,852
Corporation of the City of Marion	2,056,541	13,749
City of Mitcham	1,750,868	9,980
City of Norwood, Payneham and St Peters	1,386,432	7,686
City of Onkaparinga	2,632,055	23,286
City of Playford	1,151,056	13,437
City of Port Adelaide Enfield	2,824,265	18,923
City of Prospect	608,912	5,131
City of Salisbury	2,112,225	18,140
City of Tea Tree Gully	1,816,387	13,508
Corporation of the City of Unley	1,426,382	7,344
Corporation of the Town of Walkerville	334,668	3,586
City of West Torrens	1,594,713	10,452
<b>Total</b>	<b>28,919,496</b>	<b>196,412</b>

## 11.6 ENDORSEMENT OF THE CONTINUATION OF THE SEPARATE RATE FOR THE NORWOOD PARADE PRECINCT

---

**REPORT AUTHOR:** Economic Development & Strategic Projects Officer  
**GENERAL MANAGER:** Chief Executive Officer  
**CONTACT NUMBER:** 8366 4512  
**FILE REFERENCE:** qA981  
**ATTACHMENTS:** A – D

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### PURPOSE OF REPORT

The purpose of this report is to present to the Council, the outcome of the business and property owner consultation on the proposed continuation of the Separate Rate for The Norwood Parade Precinct for a further three (3) years.

### BACKGROUND

At its meeting held on Tuesday 6 April 2021, the Council considered a report on the continuation of the Separate Rate for The Parade Precinct for the 2021-2022, 2022-2023 and 2023-2024 financial years and resolved the following for the purpose of consultation:

1. *That the Separate Rate for The Parade Precinct, (as shown on the Norwood Parade Precinct Committee Map in Attachment A), be endorsed 'in principle' for a further three (3) years commencing on 1 July 2021.*
2. *That the Separate Rate for The Parade Precinct, be based on achieving an annual revenue of \$215,000 for the 2021-2022, 2022-2023 and 2023-2024 financial years, be endorsed 'in principle'.*
3. *That consultation with business and commercial property owners located within The Parade Precinct be undertaken on the proposal to extend the application of a Separate Rate on The Parade Precinct for a further three (3) years commencing in the 2021-2022 financial year, for a period of twenty-one (21) days.*

The proposed continuation of the Separate Rate for a further three (3) years, is based upon achieving a total revenue of \$215,000 each year for the 2021-2022, 2022-2023 and 2023-2024 financial years from the businesses within The Parade Precinct. A map showing the extent of the Precinct is contained in **Attachment A**.

Subsequent to the Council's decision, the proposal to extend the Separate Rate was released for consultation for a period of twenty-one (21) days from Wednesday 7 April until Wednesday 28 April 2021. Letters, a fact sheet and Sample Effect Table were distributed to all businesses and property owners within The Parade Precinct. Posters and postcards were placed at the Norwood Town Hall and the Norwood Library and a notice was also placed in *The Advertiser* on the first day of the consultation period. In addition to this, information was published on the Council and The Parade websites and an Electronic Direct Marketing (EDM) advising The Parade traders of the consultation was also distributed.

It should be noted that at its meeting held on 6 April 2021, the Council also considered the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* for the Norwood Parade Precinct Committee, which is based on the proposed revenue that will be raised through the Separate Rate and was also endorsed for the purposes of consultation with The Parade business community. The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* was released for consultation simultaneously with the proposed continuation of the Separate Rate material. The Council is considering a report on the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* as a separate agenda item at the 7 June 2021 meeting. A decision to endorse the Draft Plan will be based on whether or not the Separate Rate is continued.

The results of the consultation with business and property owners were presented to the Norwood Parade Precinct Committee at its meeting held on Tuesday 4 May 2021. At that meeting, the committee resolved the following:

1. *That the Committee recommends to the Council that it endorses The Norwood Parade Precinct Separate Rate for The Parade Precinct (as shown on the Norwood Parade Precinct Map contained in Attachment C) for a further three (2) years commencing on 1 July 2021.*
2. *That the Committee supports the amount of revenue raised by the Separate Rate on The Parade to be set at \$215,000 for the three (3) financial years 2021-2022, 2022-2023 and 2023-2024, having considered all submissions received during the consultation period.*

## **RELEVANT STRATEGIC DIRECTIONS & POLICIES**

The relevant Objectives and Strategies contained in *CityPlan 2030* are outlined below:

### **Outcome 3: Economic Prosperity**

#### **A dynamic and thriving centre for business and services.**

- **Objective 3.1 A diverse range of businesses and services.**
  - Strategy 3.1.1 - Support and encourage local small, specialty, independent and family owned businesses.
- **Objective 3.2 Cosmopolitan business precincts contributing to the prosperity of the City.**
  - Strategy 3.2.1 - Retain, enhance and promote the unique character of all our City's business precincts.
  - Strategy 3.2.3 - Promote the City as a tourist destination.
- **Objective 3.5 A local economy supporting and supported by its community.**
  - Strategy 3.5.1 - Support opportunities for people to collaborate and interact in business precincts.
  - Strategy 3.5.2 - Retail accessible local shopping and services.

The relevant Strategies contained in the *2021-2026 Economic Development Strategy* are outlined below:

### **Dynamic & Diverse City**

**Outcome: A City with thriving and resilient business sectors that drive employment and deliver growth.**

**Objective: Support the growth and viability of the City's business sectors based on their competitive strength and strategic priority.**

- Strategy CV Recover and Rebuild the local economy following the impacts of the COVID-10 Pandemic
- Strategy 1.1 - Focus on the support and growth of the City's priority sectors
- Strategy 1.3 - Identify emerging trends and support opportunities for economic growth
- Strategy 1.4 - Promote opportunity and collaboration across the sectors
- Strategy 1.5 - Identify and promote local competitive advantage

### **Destination City**

**Outcome: A destination with dynamic, cultural, vibrant and attractive precincts.**

**Objective: Increase the number of people who live, work and visit the City and enhance the community well-being of existing residents, workers and visitors.**

- Strategy CV Recover and Rebuild the local economy following the impacts of the COVID-10 Pandemic
- Strategy 2.1 - Showcase and promote the City's attractions and events to facilitate growth in visitation and spending.
- Strategy 2.2 - Support the City's vibrant mainstreet precincts.
- Strategy 2.3 - Facilitate the activation of key spaces and precincts in the City.
- Strategy 2.4 - Work with local business operators to strengthen the viability of precincts and enhance the customer experience.

**Innovative City**

**Outcome: An innovative City that supports business and attracts investment.**

**Objective: Attract and maintain competitive businesses with the capacity for resilience and ongoing sustainability, innovation and growth.**

- *Strategy CV Recover and Rebuild the local economy following the impacts of the COVID-10 Pandemic*
- *Strategy 3.2 - Recognise businesses and business sectors that make a significant contribution to the City.*
- *Strategy 3.3 - Facilitate communication, education and networking programs to support businesses.*
- *Strategy 3.5 - Encourage sustainable working methods in all aspects of business.*

**Business Friendly City**

**Outcome: A City that understands the needs of business.**

**Objective: Remove barriers and make it easy for business owners to start, run and grow a business.**

- *Strategy CV Recover and Rebuild the local economy following the impacts of the COVID-10 Pandemic*
- *Strategy 4.1 - Ensure that Council processes are business friendly and contribute to a well-functioning City.*

**FINANCIAL AND BUDGET IMPLICATIONS**

Previously, the revenue raised through the Separate Rate, was based on raising \$205,000 in the base year (2017-2018), which was then increased in the subsequent two (2) years in line with the Consumer Price Index (CPI) annually, resulting in total amount of revenue of \$209,715 collected in 2018-2019 and \$215,000 in 2019-2020. The Separate Rate was waived by the Council for the 2020-2021 financial year, as a result of the COVID-19 Pandemic. As a result, for the 2020-2021 financial year the Council allocated \$215,000, which was equivalent to the Separate Rate amount raised in the 2019-2020 financial year and the amount that the Council anticipated that it would collect in the 2020-2021 financial year.

To assist the Council, Table 1 below sets out a comparison of the Separate Rate for similar mainstreet precincts within metropolitan Adelaide.

**TABLE 1: COMPARISON OF THE SEPARATE RATE COLLECTED FOR SIMILAR MAINSTREET PRECINCTS IN METROPOLITAN ADELAIDE**

<b>Year</b>	<b>Mainstreet / Precinct</b>	<b>Separate Rate Revenue</b>
2019-2020	Village Heart, Prospect Road	\$19,500
2019-2020	Goodwood Road, Goodwood	\$57,225
2019-2020	Unley Road, Unley	\$113,395
2019-2020	King William Road, Hyde Park	\$147,400
2019-2020	The Parade, Norwood	\$215,000
2019-2020	Jetty Road, Glenelg	\$578,088

The comparison demonstrates that the quantum of rates raised from The Parade Precinct is commensurate within the size of the Precinct and the number of businesses located within the Precinct.

Should the Council resolve to continue the Separate Rate for a further three (3) years, it is recommended that the Separate Rate be set (i.e. frozen) at \$215,000 each year and the model of increasing the rate based on CPI no longer be applied.

The proposed Separate Rate model for The Parade has been designed to ensure that The Parade remains viable in an increasingly competitive market, whilst bearing in mind the additional cost to the property owners and businesses, given the events over the last twelve (12) months.

Larger centrally operated shopping centres (i.e. Westfields) undertake marketing which is paid for by the individual shop tenants and this is possible because they all have one landlord. The Parade has multiple landlords and therefore, the Council acts as the “central landlord” and undertakes the marketing and promotion for all of the businesses (i.e. tenants) on The Parade.

Reducing the Separate Rate would result in less revenue to implement initiatives and less capacity to market The Parade. In contrast, increasing the Separate Rate would place additional financial onus on property owners and subsequently business owners, in the instances where the additional Separate Rate is passed on. Given that the Norwood Parade Precinct Committee has been able to deliver a significant number of marketing and promotional initiatives with an annual budget of approximately \$210,000 - \$215,000 over the last three (3) years, examples of which are contained in **Attachment B**, it is considered that the proposed revenue of \$215,000 is sufficient.

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* is based on a total budget of \$215,000 which is the amount that the Council will receive from the Separate Rate.

The total cost incurred in placing both the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* and the proposed extension of the Separate Rate on consultation was \$2,815. This cost was associated with:

- letter distribution to The Parade Precinct business community;
- printing of posters (various sizes) and postcards; and
- the notice placed in *The Advertiser*.

## **EXTERNAL ECONOMIC IMPLICATIONS**

The Separate Rate revenue must be used expressly for the benefit of the area from which it is raised and for the property owners who pay the Separate Rate. The Council, through the activities of the Norwood Parade Precinct Committee, aims to attract high quality businesses and services to locate on The Parade thus contributing to the diversity of businesses and services available.

The collection of the Separate Rate and subsequently the success of the *2021-2022 Norwood Parade Precinct Annual Business Plan*, may be impacted by the broader economic environment and worldly events such as the COVID-19 Pandemic. Whilst the *2021-2022 Norwood Parade Precinct Annual Business Plan* does not make specific reference to the Pandemic, it will be considered during the development stage of programs and initiatives.

It is important to note that the *2021-2022 Norwood Parade Precinct Annual Business Plan* contains strategies to attract residents and visitors to The Parade and are aimed at enhancing the prosperity and sustainability of The Parade by maintaining and enhancing a pleasant environment for residents and visitors. This in turn is likely to attract additional business opportunities to the area with the spinoff effect of increasing local employment opportunities.

## **SOCIAL ISSUES**

Economic and social issues are invariably intertwined. Business and economic development impacts effect both the business sector and the local community and the future development of key business precincts such as The Parade, also impacts on the broader community. The collection of a separate rate that enables a range of incentives to be delivered will not only assist in delivering economic benefits but will also assist in developing social capital and will substantially contribute to the ongoing development of a vibrant local community.

The Norwood Parade Precinct Committee is working to maintain and enhance The Parade as the leading mainstreet in South Australia, providing a single precinct where residents and visitors can access a variety of retail, commercial, hospitality and services including all of the major banks and credit unions as well as a Centrelink Office. The continued success and viability of The Parade moving forward will be critical from a social perspective. As the country recovers from COVID-19 restrictions, the community will seek to re-engage with the places that they are familiar with and emotionally attached to, in order to re-instate a level of normality.

## **CULTURAL ISSUES**

Many of the initiatives delivered as part of the Annual Business Plan aim to enhance the unique character of The Parade and its sense of place and reinforces its critical significance.

## **ENVIRONMENTAL ISSUES**

Not Applicable.

## **RESOURCE ISSUES**

The collection of the Separate Rate will occur as part of the distribution of Council Rates Notices, which is undertaken by the Council's administration. The Separate Rate is then allocated in alignment with the *2021-2022 Norwood Parade Precinct Annual Business Plan* which is implemented by the Council's Economic Development & Strategic Projects Unit with the involvement from other Council staff and external contractors as required.

## **RISK MANAGEMENT**

Prior to implementing a Separate Rate, the Council must comply with the provisions of the *Local Government Act 1999*, in respect to the consultation requirements regarding a Separate Rate. For this reason it was important that the Council undertook comprehensive consultation with the businesses and property owners within The Parade Precinct, regarding the extension of the Separate Rate, before resolving to extend the application of a Separate Rate.

## **COVID-19 IMPLICATIONS**

The COVID-19 Pandemic has had a significant impact on the economy at a local, national and international level, which has forced all levels of Government to introduce a range of financial support packages. As Elected Members will recall at its meeting held on 6 April 2020, the Council endorsed an initial financial support package in response to the COVID-19 Pandemic and its economic impacts. This initial package included, waiving The Parade Separate Rate and funding the budget for the 2020-2021 financial year through general revenue, rebating Outdoor Dining Fees, relaxing requirements for Outdoor Dining Permit Holders, rebating the differential rate applied as part of the Council rates and the provision for Financial Hardship applications.

Subsequently at its meeting held on 4 May 2020, the Council endorsed additional financial support for non-residential property owners.

Prior to the COVID-19 Pandemic, the Council's focus for The Parade Precinct, through the Separate Rate, was on marketing and promotion to assist the businesses to achieve growth. However, the effects on businesses, and on certain sectors in particular, due to the Pandemic, have been substantial, and therefore it has been essential during this Pandemic that the Council take into consideration the economic and social impacts that the Pandemic has caused when making decisions that impact directly on businesses.

Collecting a Separate Rate will enable the Council and the Norwood Parade Precinct Committee to assist The Parade business community in its recovery and rebuild post the COVID-19 Pandemic, acknowledging that many businesses are currently in a mode of survival, rather than growth.

Consumer confidence and the behaviour of consumers choosing to shop in a "brick and mortar" store as opposed to online, is continuing to improve but will take some time to restore. The collection of the Separate Rate will assist in promoting The Parade and will act as a mechanism in assisting to change consumer behaviour and ultimately support business recovery.

Notwithstanding this, business survival and resilience will require an ability to adapt to the situation, take advantage of government packages and have clear and effective communication (with tenants, landlords, employees and the community, which includes the Council). The Council will continue to support the business community through and post the Pandemic.

## CONSULTATION

- **Elected Members**

The Council was presented with a report regarding the proposed extension of the Separate Rate at its Meeting held on 6 April 2021. In addition, Mayor Robert Bria and Councillors Sue Whittington, Fay Patterson, John Callisto and Carlo Dottore form part of the Norwood Parade Precinct Committee and have been consulted as part of this Committee.

- **Business Community**

The proposal to extend the Separate Rate was released for consultation on Wednesday 7 April, with comments sought in writing by no later than 5.00pm, Wednesday 28 April 2021.

A consultation package including letters, a fact sheet and Sample Effect Table were distributed to all businesses and property owners within The Parade Precinct. Posters and postcards were placed at the Norwood Town Hall and Norwood Library and a notice was also placed in *The Advertiser* on the first day of the consultation period. In addition to this, information was published on the Council and The Parade websites and an Electronic Direct Marketing (EDM) advising The Parade traders of the consultation was also distributed.

Copies of the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* were also made available at the Norwood Town Hall and Norwood Library.

In total, eight (8) submissions were received during the consultation period in relation to both the extension of the Separate Rate and the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*. A copy of all submissions received are contained in **Attachment C** with a summary of the submissions received and a response to each, contained in **Attachment D**.

In addition to the specific consultation that was undertaken regarding the proposed continuation of the Separate Rate, The Parade businesses and commercial property owners are consulted annually on the development of the Norwood Parade Precinct Annual Business Plan. The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* was released for consultation at the same time as the Separate Rate proposal, to demonstrate what the Council was proposing to do with the revenue, which it aims to collect through the Separate Rate.

- **Staff**

General Manager, Corporate Services  
Manager, Economic Development & Strategic Projects  
Economic Development Coordinator

- **Other Agencies**

Not Applicable.

## DISCUSSION

The eight (8) submissions which have been received during the consultation period related predominately to the Separate Rate. It is noted that some of the issues raised in the submissions did go outside the scope of the Separate Rate and *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*. An overview of some of the issues that were raised are as follows:

- events such as the Tour Down Under and fashion initiatives do not benefit businesses, especially if the road is closed;
- car parking in the immediate vicinity of The Parade is not substantial, hard to access and is always full, meaning customers are complaining and/or shopping elsewhere;
- business receive no benefit from the promotion and marketing of The Parade;
- the Separate Rate should not be based on the value of the building;
- the concept of a user pays system could be worth implementing; and
- should not have to pay a Separate Rate and the promotion and marketing of The Parade and the businesses along it should be done via a budget generated from standard Council rates or be done entirely by the business itself.



Pursuant to Section 154 of the *Local Government Act 1999*, the revenue collected by the Council as part of the Separate Rate is required to be used specifically for the benefit of the area from which it was raised (in this case The Parade) and for the property owners who pay the Separate Rate. In respect to the comments received in regards to car parking, these comments have been noted and will be taken into consideration as part of the Council's Parking Review. As the Council is aware, the allocation of the revenue from the Separate Rate is specifically for the marketing and promotion of The Parade. The revenue from the Separate Rate is not collected for the purposes of providing or maintaining any form of infrastructure, including car parking as this is a Council's general responsibility.

A summary of submissions and a response to each of the issues which have been raised is contained in **Attachment D**. The predominant focus of the submissions is based on the notion of not charging the Separate Rate at all and the value received from contributing to it. It is disappointing that some businesses and property owners feel that they receive little direct benefit from the collection of the Separate Rate and cannot see the overall benefit that all businesses obtain from the holistic marketing approach that is implemented for The Parade as a precinct.

In considering whether to extend the Separate Rate, the Council must consider why both it and the Norwood Parade Precinct Committee, supported the proposal of a Separate Rate for The Parade when it was first proposed. A summary of these reasons is set out below.

- The Parade is constantly facing competition from master planned, off-street shopping centres such as the Westfields (Marion and Tea Tree Plaza), Burnside Village, Unley Shopping Centre and Mitcham Shopping Centre, as well as Rundle Mall. These centres and Rundle Mall enjoy co-ordinated management, which includes a compulsory marketing levy along with maintenance of centre infrastructure and management of retail mix. While the charm and unique character of mainstreets, like The Parade, act as a significant drawcard, they simply cannot continue to compete in this increasingly competitive retail environment without a more coordinated marketing approach.
- In addition, over the next two (2) years, the proposed major COMO development will affect the number of visitors to The Parade, pedestrian activity moving through the 'heart' and in turn, place increased pressure on retailers.
- The unique charm, character and '*sense of place*' has been recognised for a long time by Adelaide's other major mainstreet precincts including Unley Road, King William Road, Prospect Road, Jetty Road Glenelg and Rundle Mall, which are considered to be The Parade's principle competitors and are themselves undertaking major marketing, promotion and development programmes in order to stay competitive in metropolitan Adelaide's retail environment.
- Historically, the Council has supported The Parade through funding over a number of years, however it is clear that The Parade must contribute to its own marketing, promotion and development, in order to stay competitive today and into the future, particularly in light of the fact that the Council has an obligation to consider how it can also support other significant business precincts in the City such as Magill Road, Payneham Road and the suburbs of Kent Town, Glynde and Stepney, which have high concentrations of key priority sectors identified in the *2021-2026 Economic Development Strategy*.

The Parade cannot continue to compete as one of Adelaide's premier mainstreets based simply on a Council contribution and without a coordinated and integrated approach to marketing and promotion.

## OPTIONS

There are a number of options available to the Council, including recommending that the Separate Rate be no longer collected.

The Council can choose to **endorse and proceed with charging the Separate Rate as it was presented for community consultation**. This would result in the collection of \$215,000 for the 2021-2022, 2022-2023 and 2023-2024 financial years, and would be used in accordance with the Terms of Reference of the Committee and as outlined in the *2021-2022 Norwood Parade Precinct Annual Business Plan*. This would also result in the Norwood Parade Precinct Committee proceeding as normal. This is the recommended option.

The Council can choose to **reduce the total of the Separate Rate as it was presented for community consultation**, which was stated as being \$215,000 for the 2021-2022, 2022-2023 and 2023-2024 financial years. This would then result in the need to amend the budget allocations outlined in the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*. It would also reduce the ability to effectively market The Parade over this period. This is not the preferred option.

The Council can choose to **discontinue the Separate Rate entirely**. However, proceeding with this option would result in the termination of the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* and the Norwood Parade Precinct Committee. Eliminating the Separate Rate would be detrimental to the long term survival and sustainability of The Parade particularly given that nearby centres (which contain both retail and office uses) are undergoing, or have recently undergone, major redevelopments and The Parade's mainstreet peers have all implemented a Separate Rate for many years. This is not the preferred option as the long term viability and survival of The Parade would be compromised.

Based on the benefit that the Separate Rate delivers a coordinated marketing strategy and on the advice received from the Norwood Parade Precinct Committee, it is recommended that the Council endorse and proceed with charging the Separate Rate for a further three (3) years.

## CONCLUSION

The Separate Rate model for The Parade has been designed to ensure that it remains viable in Metropolitan Adelaide's increasingly competitive market, particularly given the investment being made in other centres and mainstreets.

The Separate Rate enables the Council to raise sufficient revenue to ensure high impact marketing and promotion programmes for The Parade, whilst minimising the impact on individual ratepayers who will experience the benefits of these programmes through increased patronage. A safeguard has been built in with the three (3) year timeframe, at which time the Separate Rate will once again be evaluated for its effectiveness.

## COMMENTS

By extending the Separate Rate for a further three (3) years it enables the Council to once again review and evaluate the Separate Rate and the benefits that it delivers. It also provides the Council the opportunity to consult once again with the businesses and property owners and identify areas for improvement. Individual responses will be provided to each property owner who has made a submission.

## RECOMMENDATION

1. That the Separate Rate for The Parade Precinct, (as shown on the Norwood Parade Precinct Committee map contained in **Attachment A**), be endorsed for a further three (3) years commencing on 1 July 2021.
2. That the Separate Rate for The Parade Precinct, be based upon achieving an annual revenue of \$215,000 for the 2021-2022, 2022-2023 and 2023-2024 financial years, be endorsed.
3. That the Council apply a discretionary rebate of 50% of the amount payable to offices and consulting rooms within The Parade Precinct.
4. That at the end of the three (3) year period, a full review evaluating the effectiveness of the Separate Rate on The Parade by undertaken and presented to the Council for its consideration.

## **Attachments – Item 11.6**

# Attachment A

## Endorsement of the Continuation of the Separate Rate for the Norwood Parade Precinct

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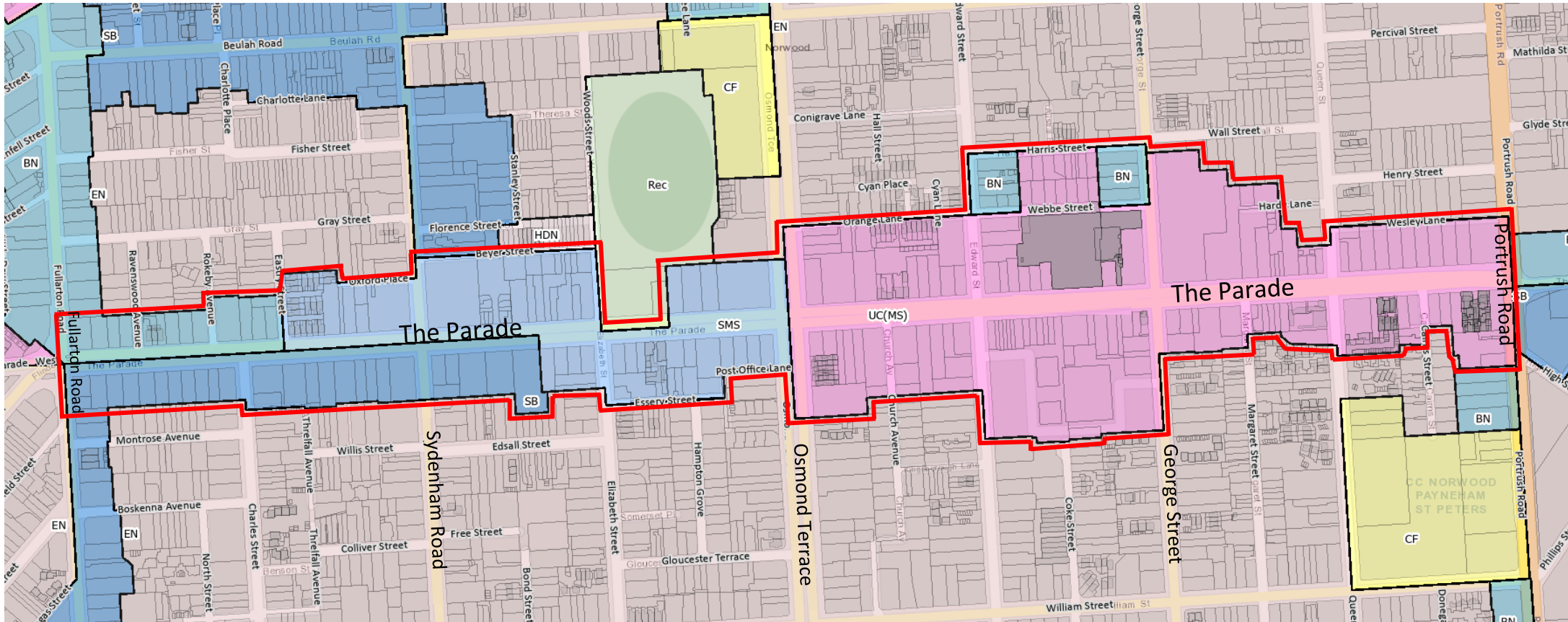
City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

# Norwood Parade Precinct Map



UC(MS) = Urban Corridor (Main Street)

SMS = Suburban Main Street

SB = Suburban Business

BN = Business Neighbourhood

 = Precinct Boundary

# Attachment B

## Endorsement of the Continuation of the Separate Rate for the Norwood Parade Precinct

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175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

## NORWOOD PARADE PRECINCT COMMITTEE KEY ACHIEVEMENTS

July 2017 – April 2021

July 2017 – June 2018

### New Initiatives

- Sponsored the *Slowdown* in September 2017.
- Delivered the *Summer Sundaes* campaign.
- Assisted in the delivery of the *Eastside Startup Series*.
- Delivered the *Keep Cup* initiative and distributed Parade branded coffee cups to businesses within the Precinct.
- Installed new Parade branded stickers to the bins located on the footpaths along the street.

### Monthly Activity

- Electronic Direct Mail (EDM) delivered to The Parade business database.
- Funded social media presence.

### Ongoing Annual Activity

- Hosted the *2018 Tour Down Under Street Party* together with the Council.
- Hosted Fashion on Parade event as a part of the *2017 Adelaide Fashion Festival*.
- Sponsored the *Festive Gallery on Osmond Terrace* initiative.
- Installed the '*Christmas on Parade*' decorations suite on The Parade.
- Advertised in a number of publications and online platforms including SA Life, SA Style Magazine, City Brief, City Mag, Clique Mag, The Advertiser and Destination Australia.
- Sponsored *Art on Parade* that took place in April 2018.
- Delivered The Parade's annual competition.
- Delivered four (4) business training growth workshops.

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

## July 2018 – June 2019

### New Initiatives

- Delivered the *Christmas Gift Wrapping Station* in Norwood Place from Monday 17 – Monday 24 December 2018 and raised over \$900, with all of the proceeds contributing to the Salvation Army Christmas Day Lunch.
- Introduced a blog function on the website and engaged a copywriter to deliver three (3) articles per month.
- Designed and introduced a subscriber pop-up function on the website so that customers receive updates on offers and events on The Parade.
- Hosted a networking breakfast in September 2018 for The Parade traders and property owners, with guest speaker and author Richard DeCrespigny.
- Sponsored the Adelaide International Film Festival (AIYFF) in August 2018.

### Monthly Activity

- Electronic Direct Mail (EDM) delivered to The Parade business database.
- Funded social media presence.

### Ongoing Annual Activity

- Hosted the *2019 Tour Down Under Street Party* together with the Council.
- Hosted Fashion on Parade event as a part of the *2018 Adelaide Fashion Festival*.
- Sponsored the *Festive Gallery on Osmond Terrace* initiative.
- Installed the '*Christmas on Parade*' decorations suite on The Parade.
- Advertised in a number of publications and online platforms including SA Life, SA Style Magazine, City Brief, City Mag, Clique Mag, The Advertiser and Destination Australia.
- Sponsored *Art on Parade* that took place in April 2019.
- Delivered The Parade's annual competition to win a holiday 'Win a Caroma Bathroom'.
- Delivered four (4) business training growth workshops.
- Assisted in the delivery of the *Eastside Startup Series*.



## July 2019 – June 2020

### New Initiatives

- Hosted *A Day of Fashion* event in October 2019.
- Installed the final decoration, a 3m x 3m illuminated 3D star as a part of the *Christmas on Parade* decorations suite.
- Launched The Parade as Plastic Free Precinct as a part of the State's *Plastic Free SA* initiative.

### Monthly Activity

- Electronic Direct Mail (EDM) delivered to The Parade business database.
- Funded social media presence.
- Produced and delivered three (3) articles per month for The Parade blog.

### Annual Activity

- Delivered The Parade's annual competition '*Summer in Sorrento*'.
- Advertised in a number of publications and online platforms including SA Life, SA Style, City Brief, City Mag, The Adelaide Review and The Advertiser.
- Designed the business training growth workshop series that includes five (5) events with topics including digital marketing, social media and business development.
- Hosted the *2020 Tour Down Under Street Party* together with the Council.
- Hosted *A Day of Fashion* event in October 2020.
- Assisted in the delivery of the *Raising the Bar Adelaide* and *Raising the Bar Entrepreneurship* events in 2019.
- Installed the *Christmas on Parade* decorations suite on The Parade.
- Sponsored the *Festive Gallery on Osmond Terrace* initiative.
- Host the Business Networking & Christmas Drinks in December 2019 for business and property owners.
- Continued to support the *2020 Eastside Business Awards* program.

## July - April 2020

### New Initiatives

- Supported the *Eastside Happy Hour Live & Local Sessions*.
- Supported the *Business Podcast Series*.
- Delivered the *Spring Back to The Parade* campaign.
- Supported the *2020 Digital Christmas Advent Calendar*.
- Delivered the *Christmas Augmented Reality Activation on The Parade*.
- Installed *2021 Lunar New Year* footpath decals.
- Delivered the *Book a Holiday – Win a Holiday* competition for the travel sector

### Monthly Activity

- Electronic Direct Mail (EDM) delivered to The Parade business database.
- Funded social media presence.
- Produced and delivered three (3) articles per month for The Parade blog.
- 2.3% increase in Facebook followers and 183.5% increase in Instagram followers (May 2020 – May 2021)
- Facebook mobile is the number one source of referrals to The Parade website.

### Annual Activity

- Delivered The Parade's annual competition *Rediscover the Parade*. The five (5) winners selected vouchers from businesses on The Parade.
- Advertised in a number of publications and online platforms including SA Life, SA Style, City Brief, City Mag, The Adelaide Review, InDaily, Hit 102.3 and The Advertiser.
- Designed the business training growth workshop series that includes ten (10) events.
- Hosted *VIP Shopping Day* event in October 2020.
- Assisted in the delivery of the *Raising the Bar Adelaide* event hosted in October 2020.
- Installed the *Christmas on Parade* decorations suite on The Parade.
- Sponsored the *Festive Gallery on Osmond Terrace* initiative.
- Host the Business Networking & Christmas Drinks in December 2020.
- Continued to support the *2021 Eastside Business Awards* program.

# Attachment C

## Endorsement of the Continuation of the Separate Rate for the Norwood Parade Precinct

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
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Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

**From:** [REDACTED]  
**Sent:** Thursday, 8 April 2021 3:09 PM  
**To:** Townhall  
**Subject:** Seperate Rate Plan

To the City of Norwood and St Peters

We have received the information on the subject of the Separate Rate for the Parade.

Reading what the funds will be used for didn't satisfy me.

The funds you say will be used to promote The Parade as a place to live, work and play.

When I see buildings approved to be built at the cost of precious car parks, I fail to see how that can bring more people to the Parade to play.

Which in turn allows us to continue to have a business.

We are loosing car parks which are needed for our clients to use so they can come and spend money in our business in which we then pay our landlord and staff.

This is a problem which has been getting worse every year which is deterring customers to come to The Parade.

Money needs to be spent on carparking, then yes to the Work and Play.

Its time you start listening to the people who are giving the Parade the life , with out us The Parade wont survive how it should.

Also remember the Land Lords pass this cost on to us the people who are attracting customers to their business on The Parade.

We are all for attracting people to The Parade so please listen.

Regards  
[REDACTED]

SRABP2

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, 13 April 2021 11:15 AM  
**To:** Townhall  
**Subject:** discussion separate rates levy

[REDACTED] I have three properties along the designated area. I Have read your summary re the use of funds derived from the separate rates levy, and the proposed \$215,000 raised.

Questions.

1. Am I to believe that these fund are the only money used by the Norwood council to promote The Parade. Does the Norwood council have a budget amount from normal rate raising. If so how much, and how is this used. How much is designated towards The Parade area of your allocated funds.
2. Has anyone ever done a return on investment for the tour down under street closure. Why in heavens name are we worrying about The Parades overseas appeal when no one is coming from overseas ???
3. I have been to 4 of the Tour Down Under Street closures WHAT AN ABSOLUTE FAILURE !!!!!
4. I would like to see the use of these funds on the enhancement of the all year round street appeal.
5. With the commencement of the new Coles development, has anyone discussed mutual beneficial design in the common areas. E.g. the redesigning of the pedestrian crossing between the two malls.
6. Some years ago there was discussion of sculptures at the beginning of ALL street entrances approaching the Parade. What happened to this idea. It would truly make The Parade area unique.
7. How about talking to all the owners along this select street area to make all frontages uniform in say colour, night lighting or verandah design.

[REDACTED]

SRABP3

**From:** [REDACTED]  
**Sent:** Thursday, 15 April 2021 1:34 PM  
**To:** Townhall  
**Subject:** Proposal to continue the Separate Rate for the Parade

On behalf of [REDACTED] who is responsible for the rates of [REDACTED] we strongly object to the separate & additional rates being charged for the marketing of The Parade.

We receive no benefit for the promotion of Parade & we do not encourage consumer traffic to our offices. In fact, during the pandemic we were restricted access to our offices. We have our own website & marketing that promotes not our physical offices but properties we are selling & leasing. These properties are not on The Parade. We continue to direct our clients to our website & to our advertised properties & discourage clients coming to our offices.

For this reason, there is absolutely no benefit for marketing to attract clients to our location.

If you require funding for this, may I suggest that it is done on a user pay basis & make it optional to be a part of. You could also consider charging properties east of the Sydenham Road intersection where the majority of retail type businesses are located.

At the moment, we pay this levy on 3 properties with no benefit.

Yours sincerely,

[REDACTED]

SRABP4

[REDACTED]

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**From:** [REDACTED]  
**Sent:** Monday, 19 April 2021 2:17 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Business Plan Consultation

[REDACTED]

Further to our telephone conversation this morning – and confirming an appointment for you to come to my Office [REDACTED] as under to discuss your Business Plan proposal. I have also asked [REDACTED] to join us if he is free.

Generally I would like to discuss your business plan re stimulating the Parade etc. with indicating comparisons to several other suburbs.

As an owner on the City end of the Parade we have felt over many years that this end is very neglected i.e. no footpath cleaning or road cleaning, no decorations on posts etc and or very few , the centre strip plantings and concrete borders are a disgrace very dirty – the road is like a roller coaster

I feel that all promotions on the parade should start at Fullarton road not Osmond Terrace – to us if we are not included in any of the above why can you justify a compulsory extra rate.

I look forward to meeting with you tomorrow morning at 10.30am

Kind regards

[REDACTED]

SRABP5

[REDACTED]  
Norwood

SA 5067

**RE: PROPOSAL TO CONTINUE SEPARATE RATE FOR THE PARADE**

Dear Council,

As for the letter dated 7 April 2021, you have asked for my feedback to the separate rate levy on the Parade Traders. As [REDACTED] is impacted by this I feel it is very important to discuss my view with the current situation on the Parade and having to pay an extra levy on top of my Council rates. The following points are the reason I am opposed to the Levy;

1. Currently I already pay a commercial rate/levy on my council rates.
2. My current council rates are \$13,400 PA. Plus the Levy of \$2800. In my view if the Council cannot spend part of the original rate in promoting the Parade, why am I paying a commercial rate to start with?
3. \$2800 is a high levy for an independent business that has been on the Parade for 101 years. I understand that the rate is calculated on the value of the property, but at what stage do I say it is better to sell and not run a business on the Parade. The value of my property does not make more income for me. It would if we closed our doors and rented the property to a franchise store, like so many landlords have. But my family and I would prefer not to.
4. The levy takes away the budget for my own advertising. I don't have an endless supply of money to promote my own business. This levy therefore means I cannot spend money directly on advertising my own business, which to me is far more important than leaving it to others to decide how it should be spent.
5. The Levies that have previously been used to promote events on The Parade. These events have been of no value to my business. On the days of hosting the fashion parades my income is halved. Closing The Parade off to traffic is a disaster for trade and then I witness all these popup businesses on the street. These pop up businesses, who may pay a small fee for the day don't pay Council rates or a levy, like I have to and I am paying for it.
6. Current trading on The Parade. I would like to bring to the attention of the decision makers, the current issues, which are making it extremely difficult trading times on The Parade.
  - a. Coles Redevelopment – After five weeks of the Coles Carpark being closed our customer count has been halved. Nine out of ten customers that we do have are all complaining about car parking. Street car parking is unavailable to them anywhere near the shopping precinct. The Web street carpark is always full as well they are saying. Car parking has always been an issue but never like this, my customers will



soon not be returning due to this issue as they will find easier places to shop. As many have already stated this.

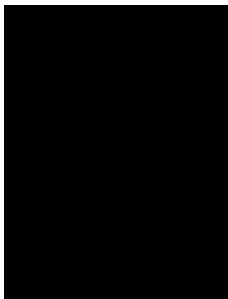
- b. Coles redevelopment – The council has not been proactive in regards to any of the issues that this has already created, this project has been planned for at least a couple of years. I have yet to see any signage or positive action taken towards this situation. I have been taking steps for the last year to help our business survive the downturn of trade.
- c. Beulah Road Closures – Beulah road works have heavily restricted access to The Parade of late, once again making it so hard for customers to drive around the streets looking for parks.

The above points are Council related, the economic issues that are current in the Post Covid are also of concern. I would hope that the Council does consider that there is no more Jobkeeper/seeker available to retailers that require assistance. Also that retail has not returned to a Pre Covid state.

In My opinion as a trader, we should not have to pay extra levies towards promoting our businesses as this should be the responsibility of the traders themselves. It is part of operating your business. Then as a business owner of a property that's value doesn't match its income, levies should not be worked out on building values.

I would like to finish by asking the decision makers if they owned a business, would they be happy to pay \$2800 extra on top of their council rates which are already at \$13400PA.

Yours sincerely



SRABP6

To: Economic Development Coordinator  
City of Norwood, Payneham & St Peters

#### NORWOOD PARADE TRADER LEVY

We, the property owners of 182-184 The Parade, Norwood, do not at this stage support your recommendation to re-introduce the separate rate for the coming financial year, 2021-2022.

Our reasons are as follows:

##### 1. COVID

Presently, we are supporting our tenants with up to 20% rent reduction. Whilst our tenants have found trading difficult, and uncertain to their credit, they have maintained their valuable staff and made rent payments on the due date.

##### 2. FORMER COLES SHOPPING CENTRE

Due to the demolition of this site, car parking on the south side of the Parade has been reduced 82%. As a result, it is very difficult to attract customers to the Parade southern side businesses. It is important to help & support these businesses.

##### 3. VACCINATION ROLLOUT

Unfortunate delays.

Our tenants have asked that we convey their concerns regarding the suggested re-introduction of the former "Trader Levy". They do not support the move.

We thank you for the opportunity to respond to your proposal.



SRABP7

**From:** [REDACTED]  
**Sent:** Friday, 23 April 2021 11:07 AM  
**To:** Townhall  
**Subject:** Seperate rate for The Parade Precinct

Dear [REDACTED]

Being an owner of a commercial property on western end of The Parade, here are my views and input on the proposal:

Yes, I agree on the vitality and viability of The Parade is necessary, but not at the expense of losing businesses (tenants) moving elsewhere (inner suburban streets) with lower costs ( rents and overheads) as has happened in the recent past.

This also impacts on the property owners (landlords) such as myself who do rely solely on rental income to live. If the proposal does get the 'nod', I suggest that the benefits be evenly spread to also enhance the western end of The Parade which seems to miss out for the more trafficked eastern end.

You are aware that the Covid restrictions and the ongoing uncertainties has and still is impacting on struggling businesses along The Parade and elsewhere in Norwood. Now is not the time to put extra financial burden on businesses and property owners (landlords). May I suggest that the hardest hit businesses, such as restaurants, cafes and takeaway be considered for a 50percent reduction for the three financial years proposed to help them get back on their feet.

A few years back there was media talk and newspaper articles where burdening costs such as rents and outgoings were driving good viable business (Jetty Rd. Unley Rd. and Hutt St. as examples) out of the areas. I am sure that Norwood doesn't want to go down the same path! As a landlord we have provided assistance to our tenants during the Covid restrictions and business downturn. The committee should also take onboard similar considerations.

Parking of motor vehicles should also be looked at on the western side precinct. The streets seem to be full of cars even though that part of the precinct is very much less trafficked than the eastern end. If the need to attract more patrons is an aim, then there is need for more easy access and convenient nearby parking for this precinct.

The Norwood business precinct ( or any other mainstream business district in Adelaide) cannot compete with the big main shopping centres for patronage on a day to day basis. The only drawback that I see, is if these big shopping centres all go the same way and start charging for parking. If this happens, Norwood may be able to draw patronage away from these centres by providing incentives to customers in other ways.

Thank you for giving me the opportunity to have my say and views on a very important issue which affects us all.

I look forward to a favourable outcome for all concerned.

Kind regards  
[REDACTED]

SRABP8

**From:** [REDACTED]  
**Sent:** Tuesday, 27 April 2021 4:51 PM  
**To:** Townhall  
**Subject:** Separate Rate

Hello Economic Development Unit

Thank you for the letter regarding the Separate Rate which is being reconsidered again. It was very nice of you to think of us and offer the opportunity to comment.

Having operated a business on Norwood Parade for thirty two years from my perspective the fee is an additional tax and has no benefit to our business. [REDACTED] operates at the lower end of The Parade and I believe there is no advantage to be derived for this area. Looking at the precinct map the Council has identified our area as outside Main Street which indicates its lack of relevance. I also hold the view that I am the best person along with my staff to determine how we promote the [REDACTED]

At the end of 2019 year we were approached by Tyson McLean from your office to provide information for a book, we agreed but understand it was ultimately cancelled. In an online world I thought the questions and idea were a bit hokey but in good faith I decided to give it the benefit of the doubt and participate, alas my instincts were correct. Another event which I have reservations about and indeed is to the detriment of my business is Art on Parade. It's a bit of Mickey Mouse event and is a rehash of a more prestigious event driven by NPSPs Denise Schumann earlier this Century. The focus was on sculpture and has since been embraced by Brighton. Why indeed would I want to participate in Art On Parade and promote competition to my business, in effect you are asking me to fund my demise!

Anyhow Im not one to complain and appreciate the efforts of the good people at NPSP Council. As I said I welcome the opportunity to comment which is more than one can do in some parts of the world without the risk of being carted away. Finally like many land owners it is a concern that land tax and valuations will force small business like [REDACTED] off the Parade in years to come as we are replaced with apartment buildings and I doubt very much Separate will save retailers from such developments.

Regards,

[REDACTED]

# Attachment D

## Endorsement of the Continuation of the Separate Rate for the Norwood Parade Precinct

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

## THE PARADE SEPARATE RATE AND ANNUAL BUSINESS PLAN – CONSULTATION SUMMARY OF SUBMISSIONS

Submission Number	Property Owner/Business Owner (if known)	Comments	Response	Action for Separate Rate and/or Annual Business Plan
SRABP 1	Business Owner	What the funds collected will be used for don't satisfy me.	Noted.	No action required.
		Buildings being approved at the cost of precious car parks. Fail to see how that can bring more people to The Parade to PLAY which in turn allows us to continue to have a business. Car parks are needed for clients so they can come and spend money in our business which allows us to pay our landlord and staff. Money needs to be spent on car parking.	Noted. Outside the scope of this initiative. However, as a separate exercise, the Council is reviewing the car parking across the City, including in and around The Parade.	No action required.
		The Council needs to start listening to the people who give The Parade the life because without us The Parade won't survive.	Noted and appreciate the feedback.	No action required.
SRABP 2	Property Owner	A return on investment study needs to be undertaken for the Tour Down Under. Why are we worrying about The Parade's overseas appeal when no one is coming from overseas. The street closures for the Tour are an absolute failure.	The revenue generated from the collection of the Separate Rate is for the marketing and promotion of The Parade. The Separate Rate is not used to finance the Tour Down Under stage start or street party that occurs on The Parade. This is funded by the Council through general rate revenue. An allocation from the Separate Rate is used to market and promote the event to the customers and visitors in an attempt to attract a wider audience for the benefit of the businesses along The Parade. Whilst the COVID-19 Pandemic did impact upon the Tour Down Under riders and TV broadcasters attending in 2020,	No action required.

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	<p>prior to 2020 there were a large contingent of international riders, broadcasters and tourists which in the longer term is beneficial to The Parade.</p>	
<p>Like to see the use of these funds on the enhancement of the all year round street appeal.</p>	<p>Noted. The Council is currently progressing with implementing The Parade Masterplan, with a focus on the section between Osmond Terrace and Sydenham Road. The upgrade of The Parade (Fullarton Road to Portrush Road) will significantly improve the street appeal. This will be achieved through improved footpaths for pedestrians, additional seating, improved landscaping and overall street appeal.</p>	<p>No action required. Will be addressed as part of the next stage of The Parade Masterplan.</p>
<p>Has there been a discussion around a mutual beneficial design of common areas with the Coles development occurring (eg. The redesigning of the pedestrian crossing between the two malls)?</p>	<p>The pedestrian crossing between the Norwood Mall and entry to Norwood Place will be upgraded as part of The Parade Masterplan. The design and functionality will be considered as part of the detailed planning process when this stage of the upgrade is undertaken.</p>	<p>No action required. Will be addressed as part of the next stage of The Parade Masterplan.</p>
<p>Some years ago there was discussion of sculptures being placed at all street entrances to The Parade. What happened to this idea as it would truly make The Parade area unique?</p>	<p>Entry statements will form part of The Parade Masterplan.</p>	<p>No action required. Will be addressed as part of the next stage of The Parade Masterplan.</p>
<p>Talk to the owners along The Parade to make all frontages uniform in colour, night lighting or verandah design.</p>	<p>Unfortunately this will be very difficult as there are in excess of 180+ property owners within The Parade Precinct, some of which own heritage listed properties or live interstate, which can hinder uniformity. The Council does however assist where</p>	<p>No action required.</p>

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			possible with relevant advice with respect to the refurbishment of Local Heritage listed buildings.	
SRABP 3	Property/Business Owner	Strongly object to the rates being charged for the marketing of The Parade as we receive no benefit for the promotion and we do not encourage consumer traffic to our offices.	Concerns are noted. Examples of direct promotion received include 2 separate business listings on The Parade website and a feature blog article written about the business which is then promoted via Facebook (the post has had 4000+ reach, 819 engagements and 16 comments). Recent indirect promotion included the 'Spring back to The Parade' campaign and annual shopping competitions. The campaign was designed to promote The Parade to encourage people to return to the street. In doing so it indirectly promoted every business within The Parade Precinct. The annual shopping competition encourages shoppers to make a purchase with any business within The Parade Precinct to enter the competition.	No action required.
		We continue to direct clients to our website and discourage clients from coming to the office and for this reason there is absolutely no benefit for marketing to attract clients to our location. Suggest that the Separate Rate mechanism be a user pays basis and make it optional to be a part of.	A user pays system for implementing the Separate Rate would not be appropriate or possible. This is because the majority of the promotion and marketing that is implemented is done so in a way that encourages people back to the whole of The Parade (Fullarton Road to Portrush Road). In doing this all businesses receive exposure as people who drive, cycle, bus, taxi or walk to The Parade may see a business they were unaware was located on The Parade. Examples include the 'Spring Back to The Parade' campaign, the 'Shop-to-Win' or 'Win a Summer in Sorrento' shopping competitions (a purchase at any Parade business could be used to enter), and Christmas Decorations. Very rarely are businesses singled out. It is recognised that on some	No action required.



		Consider charging the properties east of the Sydenham Road intersection where majority of retail businesses are located.	occasions, businesses on The Parade are given opportunities to participate in initiatives and events. These businesses generally pay a higher rate for this opportunity.	
			The properties east of Sydenham Road are charged the Separate Rate and given majority of these businesses are retail or hospitality, they are required to pay the Separate Rate in full. As majority of the businesses located west of Sydenham Road are more office based and professional services, a 50% discount to the Separate Rate is applied.	No action required.
SRABP 4	Property/Business Owner	As an owner and operator at the City end of The Parade, we have felt over many years that this end is very neglected (no footpath cleaning, decorations and the centre median and concrete borders are very dirty and the road is like a roller coaster).	The implementation of The Parade Masterplan is close to commencing, with Stage 1 to occur between Osmond Terrace and Fullarton Road. The staged upgrade to the entirety of The Parade will improve the pedestrian environment in terms of footpath usability, lighting, seating and visual amenity. The section of The Parade referred to receives a monthly sweep and blow which is normally completed at the end of the month. The concern regarding the road being like a roller coaster is agreed with, however this is a Department of Infrastructure and Transport matter and discussions are currently underway to determine the timing of the re-seal.	No action required.
		Promotions on The Parade should begin at Fullarton Road and not Osmond Terrace because if we are not included how can we justify paying a compulsory extra rate.	Noted and will be addressed.	Will be addressed.
SRABP 5	Property/Business Owner	Already pay a substantial commercial rate/levy on Council rates and then have to pay the Separate Rate. Why can't part of the original rate	The commercial rate/levy referred to is the 'Differential Rate' and is separate from the Separate Rate. The <i>Local Government Act 1999</i> , allows for	No action required.

be used to promote The Parade, otherwise why pay the commercial rate to start with?

differential rates, which provides the Council some flexibility in the level of rates being raised from specifically identified properties or groups of properties within the community. The Council may differentiate rates based on the use of the land, the locality of the land or the use and locality of the land, with this Council applying differential rates on the basis of land use. The current differential above the general rate is 20%, with the differential being applied to the following land uses, (which are prescribed by regulation); residential, commercial (shops, office and other), industrial (light and other), primary production; vacant land and other. With respect to Commercial properties, this land use has available to them and their employees the same services as other ratepayers. However, commercial property owners are considered to derive a greater benefit from such services as improved public lighting, parking controls, streetscape maintenance, activities which activate the business precincts and additional services in order to facilitate business development. It should be noted that differential rates are not a levy, but the method in which the Council collects the rate revenue required each year to deliver on its services, programs and activities. In respect to The Parade, these funds are used to undertake additional cleaning, infrastructure provision etc.

Given the Separate Rate is based on the value of the building, for some small independent businesses the Separate Rate may be high if the

The value of a property is not determined by the Council. A user pays system of implementing the Separate Rate would not be appropriate or possible. The promotion and marketing of The Parade, for the

No action required.

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value of the building is high. The Separate Rate should not be worked out on building values.	most part, applies to the whole street and not individual businesses.	
Having to pay the levy means a reduced budget to do my own marketing and promotion and why would I want this in the hands of someone else and not myself.	Understand that this is a concern however for the small amount each business/land owner pays, the Council is able to continue to undertake large campaigns and drive visitation to The Parade for the benefit of all businesses and the vibrancy and vitality of the street.	No action required.
Previously promoted events on The Parade have been of no value to the business, especially fashion parades where the road is closed to traffic (income is halved).	Disagree. The fashion events have not resulted in the closing of The Parade for a number of years and this was because trader feedback was not to close the street, therefore other events have occurred that do not result in the closing of The Parade. As an example of how events and competitions (run using the revenue generated from the Separate Rate) contribute directly to businesses, the recently run 'Shop-to-Win' competition resulted in 73 people entering the competition as a result of a purchase in your business. This competition also resulted in winners being able to select vouchers to any business within The Parade Precinct and this resulted in \$800 worth of vouchers being purchased with your business. Indirect marketing and promotion of The Parade also aim to generate an increase in foot traffic and visitation to the street as a whole.	No action required.
Events on The Parade that allow pop-ups are unfair as they do not have to pay the separate rate and get to trade on The Parade for the day.	Noted. The inclusion of pop-ups for future events will be reconsidered.	No action required.

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<p>Because of the Coles redevelopment, 9 out of 10 customers are complaining that there is no car parking near the shopping precinct and the Webbe Street carpark is always full. Because of this customers will soon not be returning and will shop elsewhere if it is easier to find a carpark.</p>	<p>The car parking that was removed as part of the COMO development was a private carpark and not owned by the Council. The new development will provide 30+ car parks in addition to the amount that were there previously. It is recognised that there will be a significant disruption to parking while the development is completed. The Council has had signage changed on The Parade to stop directing people to that carpark and instead direct them to Webbe Street and George Street carparks. The Council is also about to release a Norwood Parking Map which will be available online and will be given to businesses to provide to customers. This will aim to make finding a park easier and ensure people continue to visit The Parade. Signage will also be installed on either side of COMO development to direct customers to available parking nearby.</p>	<p>No action required.</p>
<p>Have not seen any signage or positive action from the Council to help with the issues created by the Coles redevelopment and this project has been planned for at least a couple of years.</p>	<p>The Council has changed the directional signage on The Parade, George Street and Edward Street (where it could be changed) to advise motorists from heading to the closed carpark. The Council will soon be installing further signage and will be releasing a parking map. The Council has allocated a portion of the Separate Rate budget to assist with issues created by the private COMO development, including the signage and map mentioned previously. It is also working with the businesses that remain in the Norwood Mall to help them through this challenging period (banners, blog feature stories and signage).</p>	<p>No action required.</p>

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		Beulah Road closures have also heavily restricted access to The Parade making it hard for customers to drive around the streets looking for parking.	The Beulah Road Bicycle Boulevard Project, this was completed mid-2020. Any closures on Beulah Road at present would be either due to private development and/or simply short term maintenance.	No action required.
		There is no more JobKeeper/Seeker available to businesses and this is an economic consideration that needs to be accounted for.	The JobKeeper and JobSeeker programs were instigated by the Federal Government and the removal of these is not a Council decision.	No action required.
		Retail has not returned to a pre-COVID state and promoting a business should be the responsibility of the trader themselves.	Noted, however the promotion and marketing undertaken by the Council ensures that businesses within The Parade Precinct have access to a larger and diverse audience to complement the marketing that a business undertakes and the following a business may have. The Parade Facebook has over 16,000 likes and The Parade Instagram has over 3,000 followers.	No action required.
SRABP 6	Property/Business Owner	Do not support the recommendation to re-introduce the Separate Rate due to COVID-19 as we currently support our tenants with up to 20% rent reduction as they have found it difficult and uncertain as to when they can make payment and they also do not support the move.	Noted. The COVID-19 Pandemic has no doubt had a significant impact all over the world and has impacted upon all businesses and the community generally. Efforts to support your tenants are appreciated. For the 2020-2021 financial year the Council also supported all of the property owners in The Parade Precinct by not charging the Separate Rate and instead funding it from within its own budget within the context of a 0% rate revenue overall. This meant significant reductions in other areas but it was seen as a necessary step to ensure that the Council could support the businesses within The Parade Precinct and when the time was right, promote and market The Parade as a destination to return to, to further support the local businesses.	No action required.

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This allowed the Council to proceed with an annual shopping competition which received over 3,000 individual receipted entries from purchases within The Precinct. It also allowed for the 'Spring back to The Parade' campaign which targeted metropolitan Adelaide, South Australia and Australia to promote The Parade as a place to return to.

Do not support the recommendation to re-introduce the Separate Rate due to the former Coles Shopping Centre redevelopment which has reduced car parking on the south side of The Parade by 82% and as a result it is difficult to attract customers to southern side businesses.

Agree that the COMO development has impacted car parking, however this is a private development that was approved by the State Government. At the completion of the project, an extra 30+ car parks will be added to the same number that was there previously. The Council understands that this project is scheduled to take a couple of years to complete. As a result of this, a budget has been set aside using the Separate Rate, to assist the businesses who continue to operate in the Norwood Mall, as well as within the entire Precinct. Banners for the Norwood Mall businesses have been purchased, feature blog articles have been written and identification signage is being made. In conjunction with this support, the Council is close to releasing a Norwood Parking Map which will be available online as well as be given to businesses within The Parade Precinct to then give to customers to assist with finding a carpark when they return. Car parking signage will be installed to advise people that the Coles carpark is closed and where alternative can be located.

No action required.

Do not support the recommendation to re-introduce the Separate Rate due to the

Noted. The vaccination rollout is a Federal and State Government issue and outside the control of the Council.

No action required.

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		vaccination rollout which has unfortunately been delayed.		
SRABP 7	Property Owner	<p>Agree that the vitality and viability of The Parade is necessary but not at the expense of losing businesses which move elsewhere with lower costs which then impacts on the property owners who rely solely on rental income to live.</p> <p>If the Separate Rate is to proceed, I suggest the benefits be evenly spread to also enhance the western end of The Parade which seems to miss out.</p> <p>The COVID-19 restrictions and ongoing uncertainties are still impacting on struggling businesses along The Parade and elsewhere in Norwood. Now is not the time to put extra financial burden on businesses and property owners. Could the hardest hit businesses, such as restaurants, cafes and takeaway be considered for a 50% reduction for the three financial years to help them get back on their feet?</p> <p>As a landlord we have provided assistance to our tenants during COVID-19 and the Committee should also take on board similar considerations.</p>	<p>The purpose of the Separate Rate is to collect additional revenue in order to market and promote The Parade to attract additional customers.</p> <p>Noted. The use of the budget generated from the collection of the Separate Rate will also be used to promote and market the western end of The Parade more.</p> <p>The recent easing of restrictions will assist the hospitality businesses increase patronage, which will subsequently increase turn over. Where possible the Council has introduced initiatives (i.e. Eastside Happy Hour) to assist these businesses. The delivery of these initiatives is done through the collection of the Separate Rate.</p> <p>Noted. The COVID-19 Pandemic has no doubt had a significant impact all over the world and has impacted upon all businesses and the community generally. Efforts to support your tenants are appreciated. For the 2020-2021 financial year the Council also supported all of the property owners in The Parade Precinct by not charging the Separate Rate and instead funding it from within its own budget within the context of a 0% rate revenue overall. This meant significant reductions in other</p>	<p>No action required.</p> <p>Will be addressed.</p> <p>No action required.</p> <p>No action required.</p>

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areas but it was seen as a necessary step to ensure that the Council could support the businesses within The Parade Precinct and when the time was right, promote and market The Parade as a destination to return to, to further support the local businesses. This allowed the Council to proceed with an annual shopping competition which received over 3,000 individual receipted entries from purchases within The Precinct. It also allowed for the 'Spring back to The Parade' campaign which targeted metropolitan Adelaide, South Australia and Australia to promote The Parade as a place to return to.

Parking of motor vehicles should also be looked at on the western side of the precinct as the streets seem to be full of cars even though this part of the precinct is much less trafficked than the eastern end. If the aim is to attract more patrons, then there is a need for more easy access and convenient nearby parking for this precinct.

Noted. Parking provided by the Council at the western end of The Parade is solely on-street parking, a large percentage of which is timed to ensure there is an adequate level of customer turnover. All off-street car parking at that western end of The Parade is privately owned. The Council is about to release a Norwood Parking Map which will be available online and will also be distributed in hard copy to businesses to then give to customers to ensure it is easier to locate parking when visiting The Parade.

A review of on-street parking enforcement at the western end of The Parade will be undertaken.

The Norwood business precinct cannot compete with big shopping centres for patronage on a day-to-day basis unless these shopping centres start charging for parking. Norwood may be able to draw patronage away from these centres by providing incentives to customers in other ways.

Whilst The Parade is in competition with these centres, the advantage of The Parade is that it offers a unique experience which "big box" shopping centres do not offer. The promotion and marketing of The Parade through the use of the revenue generated by the Separate Rate, focusses on attracting visitors by showcasing the unique features of The Parade.

No action required.

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SRABP 8	Business Owner	<p>The Separate Rate is an additional tax and has no benefit to our business as we operate at the lower end of The Parade. Believe there is no advantage derived from being in this area.</p>	<p>The promotion and marketing undertaken using the revenue generated from the Separate Rate aims to increase visitation to the entirety of The Parade. For example in 2020 a 'Spring back to The Parade' promotional campaign was undertaken to encourage people back to The Parade as COVID restrictions eased. Similarly the 'Shop-to-Win' competition was conducted to encourage people to make a purchase at any of The Parade businesses for a chance to then win a voucher to any Parade business of their choice. Notwithstanding this, your concern has been noted and additional focus will be placed on ensuring that future initiatives deliver additional benefits to the businesses located at the western end of The Parade.</p>	No action required.
		<p>The Precinct Map has identified our area as outside 'Main Street' which indicates its lack of relevance and I hold the view that I, along with my staff, are the best people to determine how we promote the gallery.</p>	<p>The Precinct Map was derived from the State Government's new planning portal. The 'Main Street' is one of the zones within The Parade Precinct. The Parade Precinct extends from Fullarton Road through to Portrush Road and includes all commercial properties within that Precinct.</p>	No action required.
		<p>At the end of 2019, we agreed to provide information for the 'Home' booklet initiative which we understand has been cancelled and our good faith to participate went against my instincts which were correct.</p>	<p>The 'Home' booklet initiative has not been cancelled. The progression of the booklet has been slow due to other priorities, including providing support and other initiatives during the COVID-19 Pandemic. The 'Home' booklet will now be made a priority to complete.</p>	The 'Home' booklet will now be made a priority to complete.
		<p>The Art on Parade event continues to proceed at the detriment to my business and is a rehash of an event from early this century which focussed</p>	<p>Noted. Comments will be taken into consideration.</p>	No action required.

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on sculpture which has since been embraced by Brighton. Participation in Art on Parade would mean promoting competition to my business and would in effect ask me to fund my demise.

Land tax and valuations will force small businesses (like mine) off The Parade and will be replaced with apartment buildings and a Separate Rate will not save retailers from such developments.

Land tax and valuations are not a mechanism which the Council controls. Apartment buildings, such as those that have already been built on The Parade (Bath and Nuovo) are mandated to include the provision for non-residential tenancies on the ground floor to ensure the retail and commercial character of The Parade remains.

No action required.

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## 11.7 ENDORSEMENT OF THE DRAFT 2021-2022 NORWOOD PARADE PRECINCT ANNUAL BUSINESS PLAN

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**REPORT AUTHOR:** Economic Development & Strategic Projects Officer  
**GENERAL MANAGER:** Chief Executive Officer  
**CONTACT NUMBER:** 8366 4512  
**FILE REFERENCE:** qA69610  
**ATTACHMENTS:** A – D

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### PURPOSE OF REPORT

The purpose of this report is to present to the Council, the final *Draft of the 2021-2022 Annual Business Plan*, for approval.

### BACKGROUND

At its meeting held on 16 February 2021, the Council's *Norwood Parade Precinct Committee* (NPPC) resolved the following:

*That the Draft 2021-2022 Norwood Parade Precinct Annual Business Plan be endorsed as being suitable to present to the Council for its endorsement and approval to be released for consultation with The Parade Precinct business community for a period of twenty-one (21) days.*

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* and the Committee's resolution were subsequently presented to the Council at its meeting held on Tuesday 6 April 2021. At that meeting the Council resolved the following:

*That the Draft 2021-2022 Annual Business Plan as approved by the Norwood Parade Precinct Committee, be endorsed for the purpose of consultation with The Parade business community for a period of twenty-one (21) days.*

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* was subsequently released for consultation for a period of twenty-one (21) days, from Wednesday 7 April until Wednesday 28 April 2021. Letters were distributed to all businesses and property owners within The Parade Precinct (a map of the Precinct is contained within **Attachment A**). Posters and postcards were placed at the Norwood Town Hall and Norwood Library and a notice was also placed in *The Advertiser* on the first day of the consultation period. In addition to this, information was published on the Council and The Parade websites and an Electronic Direct Marketing (EDM) advising The Parade traders of the consultation was also distributed.

Consultation on the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* was conducted in conjunction with the consultation on the continuation of *The Parade Separate Rate* and comments on both were invited via email and in writing. A total of eight (8) submissions were received in response to the consultation on both items. It should be noted that whilst some submissions make general reference to the Annual Business Plan, the primary focus of all of the submissions is the Separate Rate. A copy of all submissions received are contained in **Attachment B** with a summary of the submissions received and a response to each, contained in **Attachment C**.

The results of the consultation together with the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* were considered and endorsed by the Norwood Parade Precinct Committee at its meeting held on Tuesday 4 May 2021. At that meeting the Committee resolved the following:

1. *That the Draft 2021-2022 Norwood Parade Precinct Committee Annual Business Plan, as contained in Attachment C, be endorsed and recommended to the Council for its approval.*
2. *The Committee notes that an individual response will be provided to each property and business owner who has made a submission.*

The recommendation to the Council is based on continuing the Separate Rate and collecting \$215,000 in revenue from The Parade Separate Rate in 2021-2022. This revenue will also be collected for the 2022-2023 and 2023-2024 financial years, however annual business plans will be developed prior to each of these periods to determine the allocation of the revenue.

A copy of the final *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* is contained in **Attachment D**.

## **RELEVANT STRATEGIC DIRECTIONS & POLICIES**

The relevant Objectives and Strategies contained in *CityPlan 2030* are outlined below:

### **Outcome 3: Economic Prosperity**

#### **A dynamic and thriving centre for business and services.**

- **Objective 3.1 A diverse range of businesses and services.**
  - Strategy 3.1.1 - Support and encourage local small, specialty, independent and family-owned businesses.
- **Objective 3.2 Cosmopolitan business precincts contributing to the prosperity of the City.**
  - Strategy 3.2.1 - Retain, enhance and promote the unique character of all our City's business precincts.
  - Strategy 3.2.3 - Promote the City as a tourist destination.
- **Objective 3.5 A local economy supporting and supported by its community.**
  - Strategy 3.5.1 - Support opportunities for people to collaborate and interact in business precincts.
  - Strategy 3.5.2 - Retail accessible local shopping and services.

The relevant Strategies contained in the *2021-2026 Economic Development Strategy* are outlined below:

#### **Dynamic & Diverse City**

**Outcome: A City with thriving and resilient business sectors that drive employment and deliver growth.**

**Objective: Support the growth and viability of the City's business sectors based on their competitive strength and strategic priority.**

- Strategy CV Recover and Rebuild the local economy following the impacts of the COVID-10 Pandemic
- Strategy 1.1 - Focus on the support and growth of the City's priority sectors
- Strategy 1.3 - Identify emerging trends and support opportunities for economic growth
- Strategy 1.4 - Promote opportunity and collaboration across the sectors
- Strategy 1.5 - Identify and promote local competitive advantage

#### **Destination City**

**Outcome: A destination with dynamic, cultural, vibrant and attractive precincts.**

**Objective: Increase the number of people who live, work and visit the City and enhance the community well-being of existing residents, workers and visitors.**

- Strategy CV Recover and Rebuild the local economy following the impacts of the COVID-10 Pandemic
- Strategy 2.1 - Showcase and promote the City's attractions and events to facilitate growth in visitation and spending.
- Strategy 2.2 - Support the City's vibrant mainstreet precincts.
- Strategy 2.3 - Facilitate the activation of key spaces and precincts in the City.
- Strategy 2.4 - Work with local business operators to strengthen the viability of precincts and enhance the customer experience.

### **Innovative City**

**Outcome: An innovative City that supports business and attracts investment.**

**Objective: Attract and maintain competitive businesses with the capacity for resilience and ongoing sustainability, innovation and growth.**

- *Strategy CV Recover and Rebuild the local economy following the impacts of the COVID-10 Pandemic*
- *Strategy 3.2 - Recognise businesses and business sectors that make a significant contribution to the City.*
- *Strategy 3.3 - Facilitate communication, education and networking programs to support businesses.*
- *Strategy 3.5 - Encourage sustainable working methods in all aspects of business.*

### **Business Friendly City**

**Outcome: A City that understands the needs of business.**

**Objective: Remove barriers and make it easy for business owners to start, run and grow a business.**

- *Strategy CV Recover and Rebuild the local economy following the impacts of the COVID-10 Pandemic*
- *Strategy 4.1 - Ensure that Council processes are business friendly and contribute to a well-functioning City.*

### **FINANCIAL AND BUDGET IMPLICATIONS**

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* is based on a total budget of \$215,000, which is the total amount that the Council will receive in revenue through The Separate Rate.

The total cost incurred in placing both the Draft Annual Business Plan and the proposed continuation of the Separate Rate on consultation came to \$2,815. This cost related to the:

- letter distribution to The Parade Precinct business community;
- printing of posters (various sizes) and postcards; and
- the notice placed in *The Advertiser*.

### **EXTERNAL ECONOMIC IMPLICATIONS**

The *Draft 2021-2022 Parade Precinct Annual Business Plan*, includes strategies and initiatives which are intended to improve the economic development of the Norwood Parade Precinct in areas including, but not limited to:

- increasing diversity of businesses and services;
- prosperity and development of The Parade precinct;
- attracting investment and business opportunities to the area;
- increasing local employment opportunities;
- development and support of appropriate industry clusters;
- building community support;
- attracting tourism visitors to The Parade; and
- creating a cohesive brand for The Parade.

The success of the *2021-2022 Parade Precinct Annual Business Plan* may be impacted upon by the broader economic environment and international events such as the COVID-19 Pandemic. Whilst the Annual Business Plan does not make specific reference to the Pandemic, it will be considered during the development stage of programs and initiatives. The Annual Business Plan is a high level document and to remain flexible and be able to respond to external economic issues as they arise, the budget allocations set out in the document are fluid and funds can be re-allocated at the Committee's discretion.

## **SOCIAL ISSUES**

The future development of key business precincts such as The Parade, Norwood impacts positively on the City. A vibrant local economy contributes significantly to creating a vibrant local community and assists in developing social capital.

## **CULTURAL ISSUES**

Many of the initiatives highlighted as part of the *2021-2022 Norwood Parade Precinct Annual Business Plan* aim to enhance the unique character of The Parade and its sense of place and reinforces its critical significance.

## **ENVIRONMENTAL ISSUES**

Not Applicable.

## **RESOURCE ISSUES**

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* is reliant upon the collection of the Separate Rate, and its implementation will be undertaken by the Council's Economic Development & Strategic Projects Unit with input and involvement from other Council staff and external contractors as required.

## **COVID-19 IMPLICATIONS**

The COVID-19 Pandemic has had a significant impact on the economy at a local, national and international level, which has forced all levels of Government to introduce a range of financial support packages. As Elected Members will recall at its meeting held on 6 April 2020, the Council endorsed an initial financial support package in response to the COVID-19 Pandemic and its economic impacts. This initial package included, The Parade Separate Rate, Outdoor Dining Fees, Outdoor Dining Permit Holders, Council rates and Financial Hardship Provisions.

Subsequently at its meeting held 4 May 2020, the Council endorsed additional financial support for non-residential property owners.

Prior to the COVID-19 Pandemic, the Council's focus for The Parade Precinct, through the collection of the Separate Rate, was on marketing and promotion to assist the businesses to achieve growth. However, the effects on businesses, and in particular on certain sectors, due to the Pandemic have been substantial, and therefore it has been essential during this Pandemic that the Council take into consideration the economic and social impacts that the Pandemic has caused when making decisions that impact directly on businesses.

Collecting a Separate Rate will enable the Council and the Norwood Parade Precinct Committee to assist The Parade business community in its recovery and rebuild post the COVID-19 Pandemic, acknowledging that many businesses are currently in a mode of survival, rather than growth.

Notwithstanding this, business survival and resilience will require an ability to adapt to the situation, minimise expenses, take advantage of government packages and have clear and effective communication (with tenants, landlords, employees and the community, which includes the Council). The Council will continue to support the business community through and post Pandemic.

The Annual Business Plan outlines the Objectives and Strategies for the 2021-2022 financial year and remains flexible to provide the Norwood Parade Precinct Committee with the ability to adapt its response to suit the needs of The Parade Precinct businesses.

## CONSULTATION

- **Elected Members**

Mayor Robert Bria and Councillors Sue Whittington, Fay Patterson, John Callisto and Carlo Dottore, are Members of the Norwood Parade Precinct Committee and were in support of the Committee endorsing and recommending the *2021-2022 Norwood Parade Precinct Annual Business Plan* to the Council.

- **Business Community**

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* was released for consultation on Wednesday 7 April, with comments sought in writing by no later than 5.00pm, Wednesday 28 April 2021.

A letter was sent to all businesses and property owners on The Parade advising of the Draft Plan and the consultation process. Posters and postcards were placed at the Norwood Town Hall and Norwood Library and a notice was also placed in *The Advertiser* on the first day of the consultation period. In addition to this, information was published on the Council and The Parade websites and an Electronic Direct Marketing (EDM) advising The Parade traders of the consultation was also distributed.

Copies of the Draft Plan were also made available at the Norwood Town Hall and the Norwood Library.

In total, eight (8) submissions have been received by the Council during the consultation period in relation to both the continuation of the Separate Rate and the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*. Whilst both documents were consulted on simultaneously, the focus of the comments in the submissions has been the proposed continuation of the Separate Rate, notwithstanding this all of the submissions have been attached to this report because the two (2) items are related and the implementation of the Annual Business Plan relies on the continuation of the Separate Rate.

- **Staff**

General Manager, Corporate Services  
Financial Services Manager  
Manager, Economic Development & Strategic Projects  
Economic Development Coordinator

- **Other Agencies**

Not Applicable

## DISCUSSION

The eight (8) submissions which have been received during the consultation period, relate generally to the following concerns associated with the continuation of the Separate Rate and to a lesser extent in relation to the draft Annual Business Plan:

- events such as the Tour Down Under and fashion initiatives do not benefit businesses, especially if the road is closed;
- car parking in the immediate vicinity of The Parade is not substantial, hard to access and is always full, meaning customers are complaining and/or shopping elsewhere;
- businesses receive no benefit from the promotion and marketing of The Parade;
- the Separate Rate should not be based on the value of the building;
- the concept of a user pays system could be worth implementing; and
- shouldn't have to pay a Separate Rate and the promotion and marketing of The Parade and the businesses along it should be done via a budget generated from standard Council rates or be done entirely by the business itself.

A summary of the submissions and a response to each of the issues which have been raised is contained in **Attachment C**.

Pursuant to the Terms of Reference set by the Council, the NPPC is required to prepare an Annual Business Plan prior to each financial year, to guide its programmes and initiatives for the ensuing financial year and to assist in determining the funding requirements for consideration and approval by the Council. A copy of the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* is contained in **Attachment D**. The Annual Business Plan is based on the assumption that the Council will resolve to continue to collect the Separate Rate and it will set the total revenue of the Separate Rate at \$215,000.

A summary of how the Committee proposes to allocate the revenue which is raised through the Separate Rate is set out in Table 1 below.

**TABLE 1: NORWOOD PARADE PRECINCT COMMITTEE 2021-2022 ANNUAL BUSINESS PLAN**

<b>Strategies</b>	<b>Budget</b>
<b>Events &amp; Activations</b>	
<i>Events &amp; Activations</i>	\$40,000
	<b>\$40,000</b>
<b>Marketing &amp; Communication</b>	
<i>Website</i>	\$4,000
<i>Social Media</i>	\$20,000
<i>Advertising</i>	\$50,000
	<b>\$74,000</b>
<b>Identity &amp; Brand</b>	
<i>Sponsorship</i>	\$7,500
<i>Signage &amp; Street Decorations</i>	\$50,000
<i>Merchandise</i>	\$1,000
<i>Competitions &amp; Promotions</i>	\$35,000
	<b>\$93,500</b>
<b>Business Development</b>	
<i>Networking</i>	\$3,000
<i>Business Training</i>	\$3,000
	<b>\$6,000</b>
<b>Administration</b>	
<i>Catering</i>	\$1,000
<i>Print, Post &amp; Distribution</i>	\$500
	<b>\$1,500</b>
<b>TOTAL</b>	<b>\$215,000</b>

**OPTIONS**

The Council can approve the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* contained in **Attachment D**.

Alternatively, the Council can amend or delete strategies and budget allocations.

Depending on the Council's recommendation in respect to the Separate Rate, which is being considered as a separate Agenda Item at this meeting, some changes to the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* may be required. Should the Council determine not to charge the Separate Rate, the Council will need to determine whether or not it will continue to proceed with *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*.



## **CONCLUSION**

An individual response will be provided to each property and business owner who has made a submission.

## **COMMENTS**

Nil.

## **RECOMMENDATION**

That the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*, as contained in **Attachment D**, be approved.

## **Attachments – Item 11.7**

# Attachment A

## Endorsement of the Draft 2021-2022 Norwood Parade Precinct Annual Business Plan

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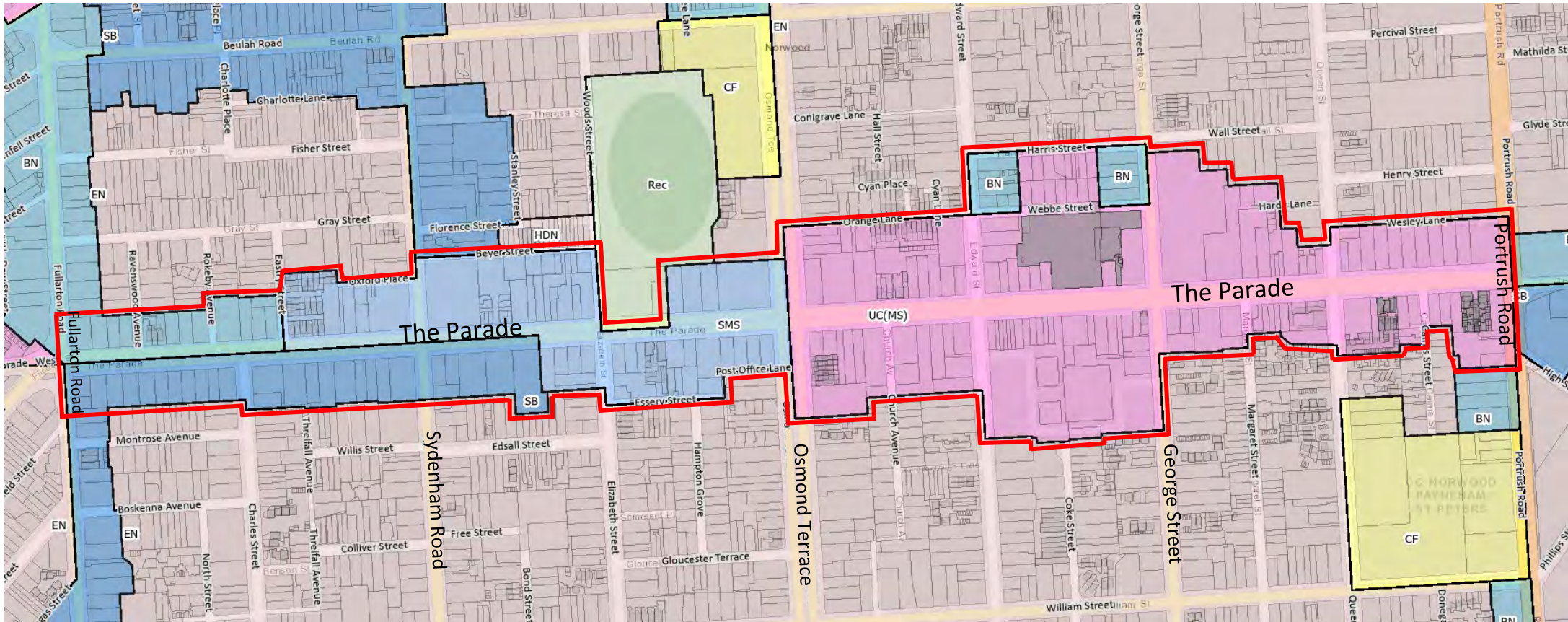
City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

# Norwood Parade Precinct Map



UC(MS) = Urban Corridor (Main Street)

SMS = Suburban Main Street

SB = Suburban Business

BN = Business Neighbourhood

— = Precinct Boundary

# Attachment B

## Endorsement of the Draft 2021-2022 Norwood Parade Precinct Annual Business Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

SRABP1

**From:** [REDACTED]  
**Sent:** Thursday, 8 April 2021 3:09 PM  
**To:** Townhall  
**Subject:** Seperate Rate Plan

To the City of Norwood and St Peters

We have received the information on the subject of the Separate Rate for the Parade.

Reading what the funds will be used for didn't satisfy me.

The funds you say will be used to promote The Parade as a place to live, work and play.

When I see buildings approved to be built at the cost of precious car parks, I fail to see how that can bring more people to the Parade to play.

Which in turn allows us to continue to have a business.

We are loosing car parks which are needed for our clients to use so they can come and spend money in our business in which we then pay our landlord and staff.

This is a problem which has been getting worse every year which is deterring customers to come to The Parade.

Money needs to be spent on carparking, then yes to the Work and Play.

Its time you start listening to the people who are giving the Parade the life , with out us The Parade wont survive how it should.

Also remember the Land Lords pass this cost on to us the people who are attracting customers to their business on The Parade.

We are all for attracting people to The Parade so please listen.

Regards  
[REDACTED]

SRABP2

[REDACTED]

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**From:** [REDACTED]  
**Sent:** Tuesday, 13 April 2021 11:15 AM  
**To:** Townhall  
**Subject:** discussion separate rates levy

[REDACTED] I have three properties along the designated area. I Have read your summary re the use of funds derived from the separate rates levy, and the proposed \$215,000 raised.

Questions.

1. Am I to believe that these fund are the only money used by the Norwood council to promote The Parade. Does the Norwood council have a budget amount from normal rate raising. If so how much, and how is this used. How much is designated towards The Parade area of your allocated funds.
2. Has anyone ever done a return on investment for the tour down under street closure. Why in heavens name are we worrying about The Parades overseas appeal when no one is coming from overseas ???
3. I have been to 4 of the Tour Down Under Street closures WHAT AN ABSOLUTE FAILURE !!!!!
4. I would like to see the use of these funds on the enhancement of the all year round street appeal.
5. With the commencement of the new Coles development, has anyone discussed mutual beneficial design in the common areas. E.g. the redesigning of the pedestrian crossing between the two malls.
6. Some years ago there was discussion of sculptures at the beginning of ALL street entrances approaching the Parade. What happened to this idea. It would truly make The Parade area unique.
7. How about talking to all the owners along this select street area to make all frontages uniform in say colour, night lighting or verandah design.

[REDACTED]

SRABP3

**From:** [REDACTED]  
**Sent:** Thursday, 15 April 2021 1:34 PM  
**To:** Townhall  
**Subject:** Proposal to continue the Separate Rate for the Parade

On behalf of [REDACTED] who is responsible for the rates of [REDACTED] we strongly object to the separate & additional rates being charged for the marketing of The Parade.

We receive no benefit for the promotion of Parade & we do not encourage consumer traffic to our offices. In fact, during the pandemic we were restricted access to our offices. We have our own website & marketing that promotes not our physical offices but properties we are selling & leasing. These properties are not on The Parade. We continue to direct our clients to our website & to our advertised properties & discourage clients coming to our offices.

For this reason, there is absolutely no benefit for marketing to attract clients to our location.

If you require funding for this, may I suggest that it is done on a user pay basis & make it optional to be a part of. You could also consider charging properties east of the Sydenham Road intersection where the majority of retail type businesses are located.

At the moment, we pay this levy on 3 properties with no benefit.

Yours sincerely,

[REDACTED]



SRABP4

[REDACTED]

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**From:** [REDACTED]  
**Sent:** Monday, 19 April 2021 2:17 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Business Plan Consultation

[REDACTED]

Further to our telephone conversation this morning – and confirming an appointment for you to come to my Office [REDACTED] as under to discuss your Business Plan proposal. I have also asked [REDACTED] to join us if he is free.

Generally I would like to discuss your business plan re stimulating the Parade etc. with indicating comparisons to several other suburbs.

As an owner on the City end of the Parade we have felt over many years that this end is very neglected i.e. no footpath cleaning or road cleaning, no decorations on posts etc and or very few , the centre strip plantings and concrete borders are a disgrace very dirty – the road is like a roller coaster

I feel that all promotions on the parade should start at Fullarton road not Osmond Terrace – to us if we are not included in any of the above why can you justify a compulsory extra rate.

I look forward to meeting with you tomorrow morning at 10.30am

Kind regards

[REDACTED]

SRABP5

[REDACTED]  
Norwood

SA 5067

**RE: PROPOSAL TO CONTINUE SEPARATE RATE FOR THE PARADE**

Dear Council,

As for the letter dated 7 April 2021, you have asked for my feedback to the separate rate levy on the Parade Traders. As [REDACTED] is impacted by this I feel it is very important to discuss my view with the current situation on the Parade and having to pay an extra levy on top of my Council rates. The following points are the reason I am opposed to the Levy;

1. Currently I already pay a commercial rate/levy on my council rates.
2. My current council rates are \$13,400 PA. Plus the Levy of \$2800. In my view if the Council cannot spend part of the original rate in promoting the Parade, why am I paying a commercial rate to start with?
3. \$2800 is a high levy for an independent business that has been on the Parade for 101 years. I understand that the rate is calculated on the value of the property, but at what stage do I say it is better to sell and not run a business on the Parade. The value of my property does not make more income for me. It would if we closed our doors and rented the property to a franchise store, like so many landlords have. But my family and I would prefer not to.
4. The levy takes away the budget for my own advertising. I don't have an endless supply of money to promote my own business. This levy therefore means I cannot spend money directly on advertising my own business, which to me is far more important than leaving it to others to decide how it should be spent.
5. The Levies that have previously been used to promote events on The Parade. These events have been of no value to my business. On the days of hosting the fashion parades my income is halved. Closing The Parade off to traffic is a disaster for trade and then I witness all these popup businesses on the street. These pop up businesses, who may pay a small fee for the day don't pay Council rates or a levy, like I have to and I am paying for it.
6. Current trading on The Parade. I would like to bring to the attention of the decision makers, the current issues, which are making it extremely difficult trading times on The Parade.
  - a. Coles Redevelopment – After five weeks of the Coles Carpark being closed our customer count has been halved. Nine out of ten customers that we do have are all complaining about car parking. Street car parking is unavailable to them anywhere near the shopping precinct. The Web street carpark is always full as well they are saying. Car parking has always been an issue but never like this, my customers will

soon not be returning due to this issue as they will find easier places to shop. As many have already stated this.

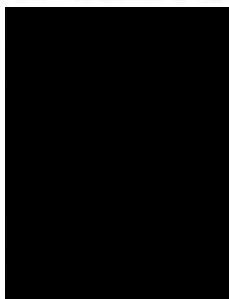
- b. Coles redevelopment – The council has not been proactive in regards to any of the issues that this has already created, this project has been planned for at least a couple of years. I have yet to see any signage or positive action taken towards this situation. I have been taking steps for the last year to help our business survive the downturn of trade.
- c. Beulah Road Closures – Beulah road works have heavily restricted access to The Parade of late, once again making it so hard for customers to drive around the streets looking for parks.

The above points are Council related, the economic issues that are current in the Post Covid are also of concern. I would hope that the Council does consider that there is no more Jobkeeper/seeker available to retailers that require assistance. Also that retail has not returned to a Pre Covid state.

In My opinion as a trader, we should not have to pay extra levies towards promoting our businesses as this should be the responsibility of the traders themselves. It is part of operating your business. Then as a business owner of a property that's value doesn't match its income, levies should not be worked out on building values.

I would like to finish by asking the decision makers if they owned a business, would they be happy to pay \$2800 extra on top of their council rates which are already at \$13400PA.

Yours sincerely



SRABP6

To: Economic Development Coordinator  
City of Norwood, Payneham & St Peters

#### NORWOOD PARADE TRADER LEVY

We, the property owners of 182-184 The Parade, Norwood, do not at this stage support your recommendation to re-introduce the separate rate for the coming financial year, 2021-2022.

Our reasons are as follows:

##### 1. COVID

Presently, we are supporting our tenants with up to 20% rent reduction. Whilst our tenants have found trading difficult, and uncertain to their credit, they have maintained their valuable staff and made rent payments on the due date.

##### 2. FORMER COLES SHOPPING CENTRE

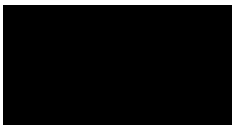
Due to the demolition of this site, car parking on the south side of the Parade has been reduced 82%. As a result, it is very difficult to attract customers to the Parade southern side businesses. It is important to help & support these businesses.

##### 3. VACCINATION ROLLOUT

Unfortunate delays.

Our tenants have asked that we convey their concerns regarding the suggested re-introduction of the former "Trader Levy". They do not support the move.

We thank you for the opportunity to respond to your proposal.



SRABP7

**From:** [REDACTED]  
**Sent:** Friday, 23 April 2021 11:07 AM  
**To:** Townhall  
**Subject:** Seperate rate for The Parade Precinct

Dear [REDACTED]

Being an owner of a commercial property on western end of The Parade, here are my views and input on the proposal:

Yes, I agree on the vitality and viability of The Parade is necessary, but not at the expense of losing businesses (tenants) moving elsewhere (inner suburban streets) with lower costs (rents and overheads) as has happened in the recent past.

This also impacts on the property owners (landlords) such as myself who do rely solely on rental income to live. If the proposal does get the 'nod', I suggest that the benefits be evenly spread to also enhance the western end of The Parade which seems to miss out for the more trafficked eastern end.

You are aware that the Covid restrictions and the ongoing uncertainties has and still is impacting on struggling businesses along The Parade and elsewhere in Norwood. Now is not the time to put extra financial burden on businesses and property owners (landlords). May I suggest that the hardest hit businesses, such as restaurants, cafes and takeaway be considered for a 50percent reduction for the three financial years proposed to help them get back on their feet.

A few years back there was media talk and newspaper articles where burdening costs such as rents and outgoings were driving good viable business (Jetty Rd. Unley Rd. and Hutt St. as examples) out of the areas. I am sure that Norwood doesn't want to go down the same path! As a landlord we have provided assistance to our tenants during the Covid restrictions and business downturn. The committee should also take onboard similar considerations.

Parking of motor vehicles should also be looked at on the western side precinct. The streets seem to be full of cars even though that part of the precinct is very much less trafficked than the eastern end. If the need to attract more patrons is an aim, then there is need for more easy access and convenient nearby parking for this precinct.

The Norwood business precinct (or any other mainstream business district in Adelaide) cannot compete with the big main shopping centres for patronage on a day to day basis. The only drawback that I see, is if these big shopping centres all go the same way and start charging for parking. If this happens, Norwood may be able to draw patronage away from these centres by providing incentives to customers in other ways.

Thank you for giving me the opportunity to have my say and views on a very important issue which affects us all.

I look forward to a favourable outcome for all concerned.

Kind regards  
[REDACTED]

SRABP8

**From:** [REDACTED]  
**Sent:** Tuesday, 27 April 2021 4:51 PM  
**To:** Townhall  
**Subject:** Separate Rate

Hello Economic Development Unit

Thank you for the letter regarding the Separate Rate which is being reconsidered again. It was very nice of you to think of us and offer the opportunity to comment.

Having operated a business on Norwood Parade for thirty two years from my perspective the fee is an additional tax and has no benefit to our business. [REDACTED] operates at the lower end of The Parade and I believe there is no advantage to be derived for this area. Looking at the precinct map the Council has identified our area as outside Main Street which indicates its lack of relevance. I also hold the view that I am the best person along with my staff to determine how we promote the [REDACTED]

At the end of 2019 year we were approached by Tyson McLean from your office to provide information for a book, we agreed but understand it was ultimately cancelled. In an online world I thought the questions and idea were a bit hokey but in good faith I decided to give it the benefit of the doubt and participate, alas my instincts were correct. Another event which I have reservations about and indeed is to the detriment of my business is Art on Parade. It's a bit of Mickey Mouse event and is a rehash of a more prestigious event driven by NPSPs Denise Schumann earlier this Century. The focus was on sculpture and has since been embraced by Brighton. Why indeed would I want to participate in Art On Parade and promote competition to my business, in effect you are asking me to fund my demise!

Anyhow Im not one to complain and appreciate the efforts of the good people at NPSP Council. As I said I welcome the opportunity to comment which is more than one can do in some parts of the world without the risk of being carted away. Finally like many land owners it is a concern that land tax and valuations will force small business like [REDACTED] off the Parade in years to come as we are replaced with apartment buildings and I doubt very much Separate will save retailers from such developments.

Regards,

[REDACTED]

# Attachment C

## Endorsement of the Draft 2021-2022 Norwood Parade Precinct Annual Business Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

## THE PARADE SEPARATE RATE AND ANNUAL BUSINESS PLAN – CONSULTATION SUMMARY OF SUBMISSIONS

Submission Number	Property Owner/Business Owner (if known)	Comments	Response	Action for Separate Rate and/or Annual Business Plan
SRABP 1	Business Owner	What the funds collected will be used for don't satisfy me.	Noted.	No action required.
		Buildings being approved at the cost of precious car parks. Fail to see how that can bring more people to The Parade to PLAY which in turn allows us to continue to have a business. Car parks are needed for clients so they can come and spend money in our business which allows us to pay our landlord and staff. Money needs to be spent on car parking.	Noted. Outside the scope of this initiative. However, as a separate exercise, the Council is reviewing the car parking across the City, including in and around The Parade.	No action required.
		The Council needs to start listening to the people who give The Parade the life because without us The Parade won't survive.	Noted and appreciate the feedback.	No action required.
SRABP 2	Property Owner	A return on investment study needs to be undertaken for the Tour Down Under. Why are we worrying about The Parade's overseas appeal when no one is coming from overseas. The street closures for the Tour are an absolute failure.	The revenue generated from the collection of the Separate Rate is for the marketing and promotion of The Parade. The Separate Rate is not used to finance the Tour Down Under stage start or street party that occurs on The Parade. This is funded by the Council through general rate revenue. An allocation from the Separate Rate is used to market and promote the event to the customers and visitors in an attempt to attract a wider audience for the benefit of the businesses along The Parade. Whilst the COVID-19 Pandemic did impact upon the Tour Down Under riders and TV broadcasters attending in 2020,	No action required.



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	<p>prior to 2020 there were a large contingent of international riders, broadcasters and tourists which in the longer term is beneficial to The Parade.</p>	
<p>Like to see the use of these funds on the enhancement of the all year round street appeal.</p>	<p>Noted. The Council is currently progressing with implementing The Parade Masterplan, with a focus on the section between Osmond Terrace and Sydenham Road. The upgrade of The Parade (Fullarton Road to Portrush Road) will significantly improve the street appeal. This will be achieved through improved footpaths for pedestrians, additional seating, improved landscaping and overall street appeal.</p>	<p>No action required. Will be addressed as part of the next stage of The Parade Masterplan.</p>
<p>Has there been a discussion around a mutual beneficial design of common areas with the Coles development occurring (eg. The redesigning of the pedestrian crossing between the two malls)?</p>	<p>The pedestrian crossing between the Norwood Mall and entry to Norwood Place will be upgraded as part of The Parade Masterplan. The design and functionality will be considered as part of the detailed planning process when this stage of the upgrade is undertaken.</p>	<p>No action required. Will be addressed as part of the next stage of The Parade Masterplan.</p>
<p>Some years ago there was discussion of sculptures being placed at all street entrances to The Parade. What happened to this idea as it would truly make The Parade area unique?</p>	<p>Entry statements will form part of The Parade Masterplan.</p>	<p>No action required. Will be addressed as part of the next stage of The Parade Masterplan.</p>
<p>Talk to the owners along The Parade to make all frontages uniform in colour, night lighting or verandah design.</p>	<p>Unfortunately this will be very difficult as there are in excess of 180+ property owners within The Parade Precinct, some of which own heritage listed properties or live interstate, which can hinder uniformity. The Council does however assist where</p>	<p>No action required.</p>

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			possible with relevant advice with respect to the refurbishment of Local Heritage listed buildings.	
SRABP 3	Property/Business Owner	Strongly object to the rates being charged for the marketing of The Parade as we receive no benefit for the promotion and we do not encourage consumer traffic to our offices.	Concerns are noted. Examples of direct promotion received include 2 separate business listings on The Parade website and a feature blog article written about the business which is then promoted via Facebook (the post has had 4000+ reach, 819 engagements and 16 comments). Recent indirect promotion included the 'Spring back to The Parade' campaign and annual shopping competitions. The campaign was designed to promote The Parade to encourage people to return to the street. In doing so it indirectly promoted every business within The Parade Precinct. The annual shopping competition encourages shoppers to make a purchase with any business within The Parade Precinct to enter the competition.	No action required.
		We continue to direct clients to our website and discourage clients from coming to the office and for this reason there is absolutely no benefit for marketing to attract clients to our location. Suggest that the Separate Rate mechanism be a user pays basis and make it optional to be a part of.	A user pays system for implementing the Separate Rate would not be appropriate or possible. This is because the majority of the promotion and marketing that is implemented is done so in a way that encourages people back to the whole of The Parade (Fullarton Road to Portrush Road). In doing this all businesses receive exposure as people who drive, cycle, bus, taxi or walk to The Parade may see a business they were unaware was located on The Parade. Examples include the 'Spring Back to The Parade' campaign, the 'Shop-to-Win' or 'Win a Summer in Sorrento' shopping competitions (a purchase at any Parade business could be used to enter), and Christmas Decorations. Very rarely are businesses singled out. It is recognised that on some	No action required.

		Consider charging the properties east of the Sydenham Road intersection where majority of retail businesses are located.	occasions, businesses on The Parade are given opportunities to participate in initiatives and events. These businesses generally pay a higher rate for this opportunity.	
			The properties east of Sydenham Road are charged the Separate Rate and given majority of these businesses are retail or hospitality, they are required to pay the Separate Rate in full. As majority of the businesses located west of Sydenham Road are more office based and professional services, a 50% discount to the Separate Rate is applied.	No action required.
SRABP 4	Property/Business Owner	As an owner and operator at the City end of The Parade, we have felt over many years that this end is very neglected (no footpath cleaning, decorations and the centre median and concrete borders are very dirty and the road is like a roller coaster).	The implementation of The Parade Masterplan is close to commencing, with Stage 1 to occur between Osmond Terrace and Fullarton Road. The staged upgrade to the entirety of The Parade will improve the pedestrian environment in terms of footpath usability, lighting, seating and visual amenity. The section of The Parade referred to receives a monthly sweep and blow which is normally completed at the end of the month. The concern regarding the road being like a roller coaster is agreed with, however this is a Department of Infrastructure and Transport matter and discussions are currently underway to determine the timing of the re-seal.	No action required.
		Promotions on The Parade should begin at Fullarton Road and not Osmond Terrace because if we are not included how can we justify paying a compulsory extra rate.	Noted and will be addressed.	Will be addressed.
SRABP 5	Property/Business Owner	Already pay a substantial commercial rate/levy on Council rates and then have to pay the Separate Rate. Why can't part of the original rate	The commercial rate/levy referred to is the 'Differential Rate' and is separate from the Separate Rate. The <i>Local Government Act 1999</i> , allows for	No action required.

be used to promote The Parade, otherwise why pay the commercial rate to start with?

differential rates, which provides the Council some flexibility in the level of rates being raised from specifically identified properties or groups of properties within the community. The Council may differentiate rates based on the use of the land, the locality of the land or the use and locality of the land, with this Council applying differential rates on the basis of land use. The current differential above the general rate is 20%, with the differential being applied to the following land uses, (which are prescribed by regulation); residential, commercial (shops, office and other), industrial (light and other), primary production; vacant land and other. With respect to Commercial properties, this land use has available to them and their employees the same services as other ratepayers. However, commercial property owners are considered to derive a greater benefit from such services as improved public lighting, parking controls, streetscape maintenance, activities which activate the business precincts and additional services in order to facilitate business development. It should be noted that differential rates are not a levy, but the method in which the Council collects the rate revenue required each year to deliver on its services, programs and activities. In respect to The Parade, these funds are used to undertake additional cleaning, infrastructure provision etc.

Given the Separate Rate is based on the value of the building, for some small independent businesses the Separate Rate may be high if the

The value of a property is not determined by the Council. A user pays system of implementing the Separate Rate would not be appropriate or possible. The promotion and marketing of The Parade, for the

No action required.

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value of the building is high. The Separate Rate should not be worked out on building values.	most part, applies to the whole street and not individual businesses.	
Having to pay the levy means a reduced budget to do my own marketing and promotion and why would I want this in the hands of someone else and not myself.	Understand that this is a concern however for the small amount each business/land owner pays, the Council is able to continue to undertake large campaigns and drive visitation to The Parade for the benefit of all businesses and the vibrancy and vitality of the street.	No action required.
Previously promoted events on The Parade have been of no value to the business, especially fashion parades where the road is closed to traffic (income is halved).	Disagree. The fashion events have not resulted in the closing of The Parade for a number of years and this was because trader feedback was not to close the street, therefore other events have occurred that do not result in the closing of The Parade. As an example of how events and competitions (run using the revenue generated from the Separate Rate) contribute directly to businesses, the recently run 'Shop-to-Win' competition resulted in 73 people entering the competition as a result of a purchase in your business. This competition also resulted in winners being able to select vouchers to any business within The Parade Precinct and this resulted in \$800 worth of vouchers being purchased with your business. Indirect marketing and promotion of The Parade also aim to generate an increase in foot traffic and visitation to the street as a whole.	No action required.
Events on The Parade that allow pop-ups are unfair as they do not have to pay the separate rate and get to trade on The Parade for the day.	Noted. The inclusion of pop-ups for future events will be reconsidered.	No action required.

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Because of the Coles redevelopment, 9 out of 10 customers are complaining that there is no car parking near the shopping precinct and the Webbe Street carpark is always full. Because of this customers will soon not be returning and will shop elsewhere if it is easier to find a carpark.

The car parking that was removed as part of the COMO development was a private carpark and not owned by the Council. The new development will provide 30+ car parks in addition to the amount that were there previously. It is recognised that there will be a significant disruption to parking while the development is completed. The Council has had signage changed on The Parade to stop directing people to that carpark and instead direct them to Webbe Street and George Street carparks. The Council is also about to release a Norwood Parking Map which will be available online and will be given to businesses to provide to customers. This will aim to make finding a park easier and ensure people continue to visit The Parade. Signage will also be installed on either side of COMO development to direct customers to available parking nearby.

No action required.

Have not seen any signage or positive action from the Council to help with the issues created by the Coles redevelopment and this project has been planned for at least a couple of years.

The Council has changed the directional signage on The Parade, George Street and Edward Street (where it could be changed) to advise motorists from heading to the closed carpark. The Council will soon be installing further signage and will be releasing a parking map. The Council has allocated a portion of the Separate Rate budget to assist with issues created by the private COMO development, including the signage and map mentioned previously. It is also working with the businesses that remain in the Norwood Mall to help them through this challenging period (banners, blog feature stories and signage).

No action required.

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		Beulah Road closures have also heavily restricted access to The Parade making it hard for customers to drive around the streets looking for parking.	The Beulah Road Bicycle Boulevard Project, this was completed mid-2020. Any closures on Beulah Road at present would be either due to private development and/or simply short term maintenance.	No action required.
		There is no more JobKeeper/Seeker available to businesses and this is an economic consideration that needs to be accounted for.	The JobKeeper and JobSeeker programs were instigated by the Federal Government and the removal of these is not a Council decision.	No action required.
		Retail has not returned to a pre-COVID state and promoting a business should be the responsibility of the trader themselves.	Noted, however the promotion and marketing undertaken by the Council ensures that businesses within The Parade Precinct have access to a larger and diverse audience to complement the marketing that a business undertakes and the following a business may have. The Parade Facebook has over 16,000 likes and The Parade Instagram has over 3,000 followers.	No action required.
SRABP 6	Property/Business Owner	Do not support the recommendation to re-introduce the Separate Rate due to COVID-19 as we currently support our tenants with up to 20% rent reduction as they have found it difficult and uncertain as to when they can make payment and they also do not support the move.	Noted. The COVID-19 Pandemic has no doubt had a significant impact all over the world and has impacted upon all businesses and the community generally. Efforts to support your tenants are appreciated. For the 2020-2021 financial year the Council also supported all of the property owners in The Parade Precinct by not charging the Separate Rate and instead funding it from within its own budget within the context of a 0% rate revenue overall. This meant significant reductions in other areas but it was seen as a necessary step to ensure that the Council could support the businesses within The Parade Precinct and when the time was right, promote and market The Parade as a destination to return to, to further support the local businesses.	No action required.

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This allowed the Council to proceed with an annual shopping competition which received over 3,000 individual receipted entries from purchases within The Precinct. It also allowed for the 'Spring back to The Parade' campaign which targeted metropolitan Adelaide, South Australia and Australia to promote The Parade as a place to return to.

Do not support the recommendation to re-introduce the Separate Rate due to the former Coles Shopping Centre redevelopment which has reduced car parking on the south side of The Parade by 82% and as a result it is difficult to attract customers to southern side businesses.

Agree that the COMO development has impacted car parking, however this is a private development that was approved by the State Government. At the completion of the project, an extra 30+ car parks will be added to the same number that was there previously. The Council understands that this project is scheduled to take a couple of years to complete. As a result of this, a budget has been set aside using the Separate Rate, to assist the businesses who continue to operate in the Norwood Mall, as well as within the entire Precinct. Banners for the Norwood Mall businesses have been purchased, feature blog articles have been written and identification signage is being made. In conjunction with this support, the Council is close to releasing a Norwood Parking Map which will be available online as well as be given to businesses within The Parade Precinct to then give to customers to assist with finding a carpark when they return. Car parking signage will be installed to advise people that the Coles carpark is closed and where alternative can be located.

No action required.

Do not support the recommendation to re-introduce the Separate Rate due to the

Noted. The vaccination rollout is a Federal and State Government issue and outside the control of the Council.

No action required.

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		vaccination rollout which has unfortunately been delayed.		
SRABP 7	Property Owner	<p>Agree that the vitality and viability of The Parade is necessary but not at the expense of losing businesses which move elsewhere with lower costs which then impacts on the property owners who rely solely on rental income to live.</p> <p>If the Separate Rate is to proceed, I suggest the benefits be evenly spread to also enhance the western end of The Parade which seems to miss out.</p> <p>The COVID-19 restrictions and ongoing uncertainties are still impacting on struggling businesses along The Parade and elsewhere in Norwood. Now is not the time to put extra financial burden on businesses and property owners. Could the hardest hit businesses, such as restaurants, cafes and takeaway be considered for a 50% reduction for the three financial years to help them get back on their feet?</p> <p>As a landlord we have provided assistance to our tenants during COVID-19 and the Committee should also take on board similar considerations.</p>	<p>The purpose of the Separate Rate is to collect additional revenue in order to market and promote The Parade to attract additional customers.</p> <p>Noted. The use of the budget generated from the collection of the Separate Rate will also be used to promote and market the western end of The Parade more.</p> <p>The recent easing of restrictions will assist the hospitality businesses increase patronage, which will subsequently increase turn over. Where possible the Council has introduced initiatives (i.e. Eastside Happy Hour) to assist these businesses. The delivery of these initiatives is done through the collection of the Separate Rate.</p> <p>Noted. The COVID-19 Pandemic has no doubt had a significant impact all over the world and has impacted upon all businesses and the community generally. Efforts to support your tenants are appreciated. For the 2020-2021 financial year the Council also supported all of the property owners in The Parade Precinct by not charging the Separate Rate and instead funding it from within its own budget within the context of a 0% rate revenue overall. This meant significant reductions in other</p>	<p>No action required.</p> <p>Will be addressed.</p> <p>No action required.</p> <p>No action required.</p>

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areas but it was seen as a necessary step to ensure that the Council could support the businesses within The Parade Precinct and when the time was right, promote and market The Parade as a destination to return to, to further support the local businesses. This allowed the Council to proceed with an annual shopping competition which received over 3,000 individual receipted entries from purchases within The Precinct. It also allowed for the 'Spring back to The Parade' campaign which targeted metropolitan Adelaide, South Australia and Australia to promote The Parade as a place to return to.

Parking of motor vehicles should also be looked at on the western side of the precinct as the streets seem to be full of cars even though this part of the precinct is much less trafficked than the eastern end. If the aim is to attract more patrons, then there is a need for more easy access and convenient nearby parking for this precinct.

Noted. Parking provided by the Council at the western end of The Parade is solely on-street parking, a large percentage of which is timed to ensure there is an adequate level of customer turnover. All off-street car parking at that western end of The Parade is privately owned. The Council is about to release a Norwood Parking Map which will be available online and will also be distributed in hard copy to businesses to then give to customers to ensure it is easier to locate parking when visiting The Parade.

A review of on-street parking enforcement at the western end of The Parade will be undertaken.

The Norwood business precinct cannot compete with big shopping centres for patronage on a day-to-day basis unless these shopping centres start charging for parking. Norwood may be able to draw patronage away from these centres by providing incentives to customers in other ways.

Whilst The Parade is in competition with these centres, the advantage of The Parade is that it offers a unique experience which "big box" shopping centres do not offer. The promotion and marketing of The Parade through the use of the revenue generated by the Separate Rate, focusses on attracting visitors by showcasing the unique features of The Parade.

No action required.

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SRABP 8	Business Owner	<p>The Separate Rate is an additional tax and has no benefit to our business as we operate at the lower end of The Parade. Believe there is no advantage derived from being in this area.</p>	<p>The promotion and marketing undertaken using the revenue generated from the Separate Rate aims to increase visitation to the entirety of The Parade. For example in 2020 a 'Spring back to The Parade' promotional campaign was undertaken to encourage people back to The Parade as COVID restrictions eased. Similarly the 'Shop-to-Win' competition was conducted to encourage people to make a purchase at any of The Parade businesses for a chance to then win a voucher to any Parade business of their choice. Notwithstanding this, your concern has been noted and additional focus will be placed on ensuring that future initiatives deliver additional benefits to the businesses located at the western end of The Parade.</p>	No action required.
		<p>The Precinct Map has identified our area as outside 'Main Street' which indicates its lack of relevance and I hold the view that I, along with my staff, are the best people to determine how we promote the gallery.</p>	<p>The Precinct Map was derived from the State Government's new planning portal. The 'Main Street' is one of the zones within The Parade Precinct. The Parade Precinct extends from Fullarton Road through to Portrush Road and includes all commercial properties within that Precinct.</p>	No action required.
		<p>At the end of 2019, we agreed to provide information for the 'Home' booklet initiative which we understand has been cancelled and our good faith to participate went against my instincts which were correct.</p>	<p>The 'Home' booklet initiative has not been cancelled. The progression of the booklet has been slow due to other priorities, including providing support and other initiatives during the COVID-19 Pandemic. The 'Home' booklet will now be made a priority to complete.</p>	The 'Home' booklet will now be made a priority to complete.
		<p>The Art on Parade event continues to proceed at the detriment to my business and is a rehash of an event from early this century which focussed</p>	<p>Noted. Comments will be taken into consideration.</p>	No action required.

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on sculpture which has since been embraced by Brighton. Participation in Art on Parade would mean promoting competition to my business and would in effect ask me to fund my demise.

Land tax and valuations will force small businesses (like mine) off The Parade and will be replaced with apartment buildings and a Separate Rate will not save retailers from such developments.

Land tax and valuations are not a mechanism which the Council controls. Apartment buildings, such as those that have already been built on The Parade (Bath and Nuovo) are mandated to include the provision for non-residential tenancies on the ground floor to ensure the retail and commercial character of The Parade remains.

No action required.

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# Attachment D

## Endorsement of the Draft 2021-2022 Norwood Parade Precinct Annual Business Plan

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

# DRAFT 2021-2022 ANNUAL BUSINESS PLAN

NORWOOD PARADE PRECINCT COMMITTEE



TASTE  
STYLE  
SHOP  
LIVE  
PLAY  
VISIT





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## OVERVIEW

The City of Norwood Payneham & St Peters established the Norwood Parade Precinct Committee pursuant to Section 41 of the *Local Government Act 1999*. The Norwood Parade Precinct Committee is governed by Terms of Reference, which were adopted by the Council on the 2 November 2020.

The Norwood Parade Precinct Committee is responsible for delivering exciting initiatives to develop and promote The Parade, Norwood as a vibrant cultural and leisure tourism destination for businesses, residents and visitors.

The Committee consists of the Mayor, four Elected Members and eight independent members who represent the interests of commercial landlords and business owners trading within the Norwood Parade Precinct.

The key role of the Committee is to develop and recommend to the Council an Annual Business Plan and Budget for The Parade Precinct, while overseeing its implementation once approved by the Council.

The Committee also facilitates networking and communication between The Parade business community and the Council.

## PURPOSE

The purpose of the 2021-2022 Annual Business Plan is to promote and capitalise on the current retail and commercial activity generated within The Parade Precinct to ensure future growth and the potential of the Precinct.

This Business Plan focuses on developing marketing and promotional activities to stimulate visitation, activate the area and encourage retail, services, leisure and dining patronage to The Parade.

The Business Plan outlines a series of objectives and strategies that will achieve The Parade's overall vision.



A VIBRANT MEETING  
PLACE AND BUSINESS  
PRECINCT WHERE RESIDENTS  
AND VISITORS CAN  
EXPERIENCE AND ENJOY  
A PLACE TO EAT, MEET,  
SHOP AND DO BUSINESS.

## OBJECTIVES

The objectives of the 2021-2022 Annual Business Plan are to:

- Attract new customers.
- Promote the Precinct.
- Build on the Precinct's unique atmosphere, culture and 'sense of place'.
- Strengthen relationships amongst businesses and provide support.

## BUDGET

The total budget for the 2021-2022 Annual Business Plan is **\$215,000** which is the amount the Council will collect through the Separate Rate.







# ALLOCATED SPEND



ITEM NUMBER	STRATEGY	ALLOCATED FUNDS
1.1	Events & Activations	\$40,000
2.1	Website	\$4,000
2.2	Social Media	\$20,000
2.3	Advertising	\$50,000
3.1	Sponsorship	\$7,500
3.2	Signage & Street Decorations	\$50,000
3.3	Merchandise	\$1,000
3.4	Competitions & Promotions	\$35,000
4.1	Networking	\$3,000
4.2	Business Training	\$3,000
5.1	Catering	\$1,000
5.2	Print, Post & Distribution	\$500
	<b>TOTAL</b>	<b>\$215,000</b>



# EVENTS & ACTIVATIONS

01



Develop, support and implement events and activations on The Parade to attract customers, provide a unique experience and grow the Precinct's reputation as a leading cultural Precinct.

## 1.1 EVENTS & ACTIVATIONS

Support the Council's current major events held on The Parade including; Tour Down Under, Norwood Christmas Pageant and an annual fashion event and investigate options to host smaller events and activations throughout the year.

**BUDGET — \$40,000**



# MARKETING & COMMUNICATION



Implement a range of marketing initiatives that communicate and promote the positive strengths of The Parade to all markets.

## 2.1 WEBSITE

Regularly maintain and promote The Parade's website and improve functionality. Ensure that all businesses within the Precinct have a presence on the website and continue to update their information and utilise the 'offers' page to advise customers of any special promotions in store.

**BUDGET — \$4,000**

## 2.2 SOCIAL MEDIA

Develop a social media strategy to maximise effectiveness of current social media channels, increase engagement with current followers and attract new ones.

**BUDGET — \$20,000**

## 2.3 ADVERTISING

Develop and implement advertising campaigns promoting The Parade across a wide variety of mediums to increase visitation from the wider Adelaide region.

**BUDGET — \$50,000**

# IDENTITY & BRAND

03



Further develop The Parade's brand and implement initiatives that define and communicate The Parade's identity and raise the community's appreciation of the Precinct.

### 3.1 SPONSORSHIP

Provide targeted sponsorship to external events and activities aimed at increasing patronage to The Parade for the benefit of all businesses in the Precinct.

**BUDGET — \$7,500**

### 3.2 SIGNAGE & STREET DECORATIONS

Implement signage and street decorations to promote specific campaigns, events and activities associated with the Precinct, in particular during the Christmas period.

**BUDGET — \$50,000**

### 3.4 COMPETITIONS & PROMOTIONS

Coordinate a major competition for The Parade that engages businesses and encourages community participation.

**BUDGET — \$35,000**

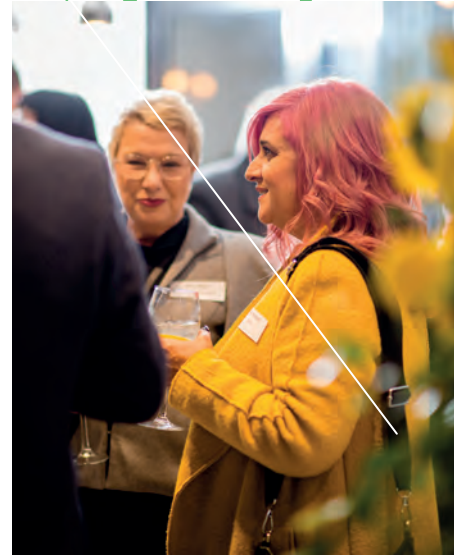
### 3.3 MERCHANDISE

Investigate options and purchase appropriate branded merchandise and distribute to businesses.

**BUDGET — \$1,000**

# BUSINESS DEVELOPMENT

04



Foster improved business presentation, appearance and cooperation and support business capability and sustainability through education, training and networking.

## 4.1 NETWORKING

Host networking forums for Parade businesses and property owners to build and strengthen relationships. Focus on increasing numbers through the use of informative speakers, topics and venues.

**BUDGET — \$3,000**

## 4.2 BUSINESS TRAINING

Develop a business training and workshop program for businesses to educate traders on a range of topics such as marketing, social media and customer service.

**BUDGET — \$3,000**

# ADMINISTRATION

# 05



Ensure the ongoing and effective administration of the Committee.

## 5.1 CATERING

Catering for Committee and special meetings.

TIMELINE — ONGOING

BUDGET — \$1,000

## 5.2 PRINT, POST & DISTRIBUTION

BUDGET — \$500





## MEASUREMENT

In order to assess the success of the 2021-2022 Annual Business Plan, the various Strategies need to be measured. Methods of measurement may include:

- Recording attendance numbers at events.
- Analysing data from competition entries.
- Conducting feedback surveys.
- Evaluating the performance of businesses after a major activity or event.
- Website and social media reports.

**City of Norwood Payneham & St Peters**

Economic Development & Strategic Projects Unit  
175 The Parade, Norwood SA 5067

**Stacey Evreniadis**

Economic Development Coordinator

T: 08 8366 4616

E: [sevreniadis@npsp.sa.gov.au](mailto:sevreniadis@npsp.sa.gov.au)

[www.theparadenorwood.com](http://www.theparadenorwood.com)



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City of  
Norwood  
Payneham  
& St Peters

## **Section 3 – Governance & General Reports**



## 11.8 AMENDED DELEGATIONS - PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

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**REPORT AUTHOR:** Manager, Development Assessment  
**GENERAL MANAGER:** General Manager, Urban Planning & Environment  
**CONTACT NUMBER:** 8366 4567  
**FILE REFERENCE:** qA58805  
**ATTACHMENTS:** A - B

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### PURPOSE OF REPORT

The purpose of the report is to present to the Council for its consideration, amended delegations under the *Planning, Development and Infrastructure Act 2016*.

### BACKGROUND

As Elected Members are aware, the State Government has been implementing the new planning and development system across the state under the *Planning, Development and Infrastructure Act 2016* (PDI Act). The program has been staged with elements of the system being progressively 'turned on' since 2016. The final stage of the program, referred to as Phase 3, is the introduction of the new *Planning and Design Code* with the associated development assessment pathways to metropolitan Adelaide. This phase commenced operation on 19 March 2021.

In preparation for the commencement of Phase 3 of the program, at its meeting held on 18 January 2021, the Council made resolutions in respect of each of the following matters:

- Delegations under the *Planning, Development and Infrastructure Act 2016*;
- Policy of Notification – Accredited Professionals;
- Establishment of a new Building Fire Safety Committee
- Revoking of the Building Inspection Policy

On 18 February 2021, the Local Government Association of South Australia released an amended set of template delegations under the *Planning, Development and Infrastructure Act 2016*. The amendments reflect a range of minor corrections and/or unintended omissions, based on advice which the Association received from Norman Waterhouse Lawyers.

On 13 May 2021, the Local Government Association of South Australia released a further amended set of template delegations under the *Planning, Development and Infrastructure Act 2016*, reflecting variation regulations and statutory instruments which have been amended and impact the delegation instruments. This amended set of delegations was subsequently updated on 21 May 2021.

### RELEVANT POLICIES & STRATEGIC DIRECTIONS

Not Applicable.

### FINANCIAL AND BUDGET IMPLICATIONS

Not Applicable.

### EXTERNAL ECONOMIC IMPLICATIONS

Not Applicable.

### SOCIAL ISSUES

Not Applicable.

### CULTURAL ISSUES

Not Applicable.

## ENVIRONMENTAL ISSUES

Not Applicable.

## RESOURCE ISSUES

Not Applicable.

## RISK MANAGEMENT

The adoption of an appropriate framework of delegations allows for decision making at appropriate levels within the organisation.

## CONSULTATION

- **Elected Members**  
Not Applicable.
- **Community**  
Not Applicable.
- **Staff**  
Consultation has taken place with relevant staff in relation to the formulation of the delegations under the *Planning, Development and Infrastructure Act 2016*.
- **Other Agencies**  
Not Applicable.

## DISCUSSION

The amended delegations which were released on 13 May (and subsequently updated on 21 May 2021) relate to Instrument A, which is the delegation of powers of the Council as a Council, a Designated Authority and a Designated Entity to the Chief Executive Officer. The changes to Instrument A, have been amended having regard to the following variation regulations and statutory instruments which have been amended and impact the delegation instrument which the Council adopted on 18 January 2021:

- Planning, Development and Infrastructure (General) (Home Builder) Variation Regulations 2021;
- Planning, Development and Infrastructure (General) (Site Contamination) Variation Regulations 2021;
- Practice Direction 2 – Preparation and amendment of Delegated Instruments;
- Practice Direction 3 – Notification of Performance Assessed Development;
- Practice Direction 14 – Site Contamination Assessment;
- Practice Direction 16 – Urban Tree Canopy Off-set Scheme; and
- Urban tree Canopy Off-set Scheme.

The revised delegations have been prepared by Norman Waterhouse Lawyers on behalf of the Local Government Association of South Australia. A copy of the updated Instrument A, with all changes highlighted, is contained in **Attachment A**.

The amended delegations which were released on 18 February 2021, relate to Instrument B, which is the delegation of powers of the Council as a Relevant Authority to the Chief Executive Officer. The changes to Instrument B are summarised below.

Section 119(6)(b) of the PDI Act has been added to the delegations. This is a power to refuse a Development Application if a request for further information is not complied with within the relevant timeframe.

Regulation 38(2) of the PDI General Regulations has been added to the delegations. This is a power to lapse a Development Application.

Regulation 65(1) of the PDI General Regulations has been replaced with Regulation 65(1)(a) in the delegations. This change limits the extent of the delegation to part (a) only (ie. to approve a minor variation), which is actually the only aspect of Regulation 65(1) that involves the execution of a power.

Regulation 99 of the PDI General Regulations has been added to the delegations. This is a power to notify an applicant that Building Rules Consent cannot be issued until the Construction Industry Training Board (CITB) Levy has been paid in situations where the Levy has not been paid.

These changes have been prepared by Norman Waterhouse Lawyers on behalf of the Local Government Association of South Australia. A copy of the updated Instrument B, with all changes highlighted, is contained in **Attachment B**.

## OPTIONS

In order to comply with the provisions of the *Planning, Development and Infrastructure Act 2016* and to ensure that the requirements of the Act are dealt with on a day-to-day basis, it is recommended that the Council delegates certain powers to the Chief Executive Officer, in accordance with the Act.

## CONCLUSION

The Council's endorsement of amended delegations is sought under the *Planning, Development and Infrastructure Act 2016*, that came into operation for metropolitan Adelaide on 19 March 2021.

## COMMENTS

Nil

## RECOMMENDATION

### Revocations

1. In exercise of the power contained in Section 44 of the *Local Government Act 1999*, the Council hereby revokes the previous delegations made by the Council on the 18<sup>th</sup> day of January 2021 to the Chief Executive Officer of the City of Norwood Payneham & St Peters, of those powers and functions under the *Planning, Development and Infrastructure Act 2016* and statutory instruments made thereunder and contained within the Instrument of Delegation annexed to the Report considered by the Council at its meeting held on 18 January 2021 and entitled *Instrument of Delegation Under the Planning, Development and Infrastructure Act 2016, Regulations, Planning & Design Code and Practice Directions of Powers of a Council as a Council, a Designated Authority and a Designated Entity*.
2. In exercise of the power contained in Section 100 of the *Planning, Development and Infrastructure Act 2016*, the Council hereby revokes the previous delegations made by the Council on the 18<sup>th</sup> day of January 2021 to the Chief Executive Officer of the City of Norwood Payneham & St Peters, of those powers and functions under the *Planning, Development and Infrastructure Act 2016* and statutory instruments made thereunder and contained within the Instrument of Delegation annexed to the Report considered by the Council at its meeting held on 18 January 2021 and entitled *Instrument of Delegation Under the Planning, Development and Infrastructure Act 2016, Regulations, Planning & Design Code and Practice Directions of Powers of a Council as a Relevant Authority*.

**Delegations made under the *Local Government Act 1999***

3. In exercise of the power contained in Section 44 of the *Local Government Act 1999* the powers and functions under the *Planning, Development and Infrastructure Act 2016* and statutory instruments made thereunder contained in the proposed Instrument of Delegation (annexed to the Report considered by the Council at its meeting held on 7 June 2021 and entitled *Instrument of Delegation Under the Planning, Development and Infrastructure Act 2016, Regulations, Planning & Design Code and Practice Directions of Powers of a Council as a Council, a Designated Authority and a Designated Entity*) are hereby delegated this 7th of June 2021 to the person occupying or acting in the office of Chief Executive Officer of the Council, subject to the conditions and/or limitations, if any, specified herein or in the Schedule of Conditions in the proposed Instrument of Delegation.
4. Such powers and functions may be further delegated by the Chief Executive Officer in accordance with Sections 44 and 101 of the *Local Government Act 1999* as the Chief Executive Officer sees fit, unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation.

**Delegations made under the *Planning, Development and Infrastructure Act 2016***

5. In exercise of the power contained in Section 100 of the *Planning, Development and Infrastructure Act 2016* the powers and functions under the *Planning, Development and Infrastructure Act 2016* and statutory instruments made thereunder contained in the proposed Instrument of Delegation (annexed to the Report considered by the Council at its meeting held on 7 June 2021 and entitled *Instrument of Delegation Under the Planning, Development and Infrastructure Act 2016, Regulations, Planning & Design Code and Practice Directions of Powers of a Council as a Relevant Authority*) are hereby delegated this 7th of June 2021 to the person occupying or acting in the office of Chief Executive Officer of the Council subject to the conditions and/or limitations, if any, specified herein or in the Schedule of Conditions in the proposed Instrument of Delegation.
6. Such powers and functions may be further delegated by the Chief Executive Officer in accordance with Section 100(2)(c) of the *Planning, Development and Infrastructure Act 2016* as the Chief Executive Officer sees fit, unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instrument of Delegation.

## **Attachments – Item 11.8**

# Attachment A

## Amended Delegations – Planning, Development and Infrastructure Act 2016

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

## INSTRUMENT A

### INSTRUMENT OF DELEGATION UNDER THE PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016, REGULATIONS, PLANNING & DESIGN CODE AND PRACTICE DIRECTIONS OF POWERS OF A COUNCIL AS:

- A COUNCIL;
- A DESIGNATED AUTHORITY;
- A DESIGNATED ENTITY

#### NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

#### POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

<b>1.</b>	<b>Environment and Food Production Areas – Greater Adelaide</b>
1.1	The power pursuant to Section 7(5)(b) of the Planning, Development and Infrastructure Act 2016 (the PDI Act), in relation to a proposed development in an environment and food production area that involves a division of land that would create 1 or more additional allotments to concur in the granting of the development authorisation to the development.
<b>2.</b>	<b>Functions</b>
2.1	The power pursuant to Section 22(4)(a)(i) of the PDI Act to, if an inquiry is conducted by the Commission under Section 22(1)(e) of the PDI Act make submissions or representations.
<b>3.</b>	<b>Planning Agreements</b>
3.1	The power pursuant to Section 35(1)(a) of the PDI Act and subject to Section 35 of the PDI Act to enter into an agreement ( <b>a planning agreement</b> ) with the Minister relating to a specified area of the State subject to Section 35 of the PDI Act.
3.2	The power pursuant to Section 35(3) of the PDI Act to, in a planning agreement, include provisions that outline the purposes of the agreement and the outcomes that the agreement is intended to achieve and to provide for:
3.2.1	the setting of objectives, priorities and targets for the area covered

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	by the agreement; and
3.2.2	the constitution of a joint planning board including, in relation to such a board:
3.2.2.1	the membership of the board, being between 3 and 7 members (inclusive); and
3.2.2.2	subject to Section 35(4) of the PDI Act, the criteria for membership; and
3.2.2.3	the procedures to be followed with respect to the appointment of members; and
3.2.2.4	the terms of office of members; and
3.2.2.5	conditions of appointment of members, or the method by which those conditions will be determined, and the grounds on which, and the procedures by which, a member may be removed from office; and
3.2.2.6	the appointment of deputy members; and
3.2.2.7	the procedures of the board; and
3.2.3	the delegation of functions and powers to the joint planning board (including, if appropriate, functions or powers under another Act); and
3.2.4	the staffing and other support issues associated with the operations of the joint planning board; and
3.2.5	financial and resource issues associated with the operations of the joint planning board, including:
3.2.5.1	the formulation and implementation of budgets; and
3.2.5.2	the proportions in which the parties to the agreement will be responsible for costs and other liabilities associated with the activities of the board; and
3.2.6	such other matters as the delegate thinks fit.
3.3	The power pursuant to Section 35(5)(a) of the PDI Act, at the expiry of a planning agreement, to replace it with a new agreement (in the same or



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	different terms).
3.4	The power pursuant to Section 35(5)(b) of the PDI Act, to vary or terminate a planning agreement by agreement between the parties to the agreement.
<b>4.</b>	<b>Community Engagement Charter</b>
4.1	The power pursuant to Section 44(6)(a) of the PDI Act, to make submissions in relation to any proposal to prepare or amend a designated instrument under Part 5 Division 2 Subdivision 5 of the PDI Act that is relevant to the Council (unless the proposal has been initiated by the Council).
4.2	The power pursuant to Section 44(9)(b) of the PDI Act to the extent that Section 44(9)(a) of the PDI Act does not apply, have regard to, and seek to achieve, any principles or performance outcomes that apply in a relevant case.
4.3	The power pursuant to Section 44(10) of the PDI Act to:
4.3.1	seek the approval of the Commission to adopt an alternative way to achieving compliance with a requirement of the charter; and
4.3.2	with the approval of the Commission, adopt an alternative way to achieving compliance with a requirement of the charter.
<b>5.</b>	<b>Preparation and Amendment of Charter</b>
5.1	The power pursuant to Section 45(2)(c) of the PDI Act to make representations (including in writing or via the SA planning portal) on a proposal to prepare or amend the charter.
<b>6.</b>	<b>Preparation and Amendment</b>
6.1	The power pursuant to Section 73(6) of the PDI Act where the Council is authorised or approved under Section 73 of the PDI Act, after all of the requirements of Section 73 of the PDI Act have been satisfied:
6.1.1	to prepare a draft of the relevant proposal; and
6.1.2	to comply with the Community Engagement Charter for the purposes of consultation in relation to the proposal; and
6.1.3	to the extent that paragraph (b) of Section 73(6) of the PDI Act does not apply, in the case of a proposed amendment to a regional plan that has been prepared by a joint planning board where the amendment is not being proposed by the joint planning board –

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	consult with the joint planning board; and
6.1.4	to the extent that paragraph (b) of Section 73(6) of the PDI Act does not apply, in the case of a proposed amendment to the Planning and Design Code that will have a specific impact on 1 or more particular pieces of land in a particular zone or subzone (rather than more generally) – to take reasonable steps to give:
6.1.4.1	an owner or occupier of the land; and
6.1.4.2	an owner or occupier of each piece of adjacent land,
	a notice in accordance with the regulations; and
6.1.5	to consult with any person or body specified by the Commission and any other person or body as the delegate thinks fit; and
6.1.6	to carry out such investigations and obtain such information specified by the Commission; and
6.1.7	to comply with any requirement prescribed by the regulations.
6.2	The power pursuant to Section 73(8) of the PDI Act, after the Council has furnished a report to the Minister under Section 73(7) of the PDI Act, to ensure that a copy of the report is published on the SA planning portal in accordance with a practice direction that applies for the purposes of Section 73 of the PDI Act.
6.3	The power pursuant to Section 73(9) of the PDI Act to enter into an agreement with a person for the recovery of costs incurred by the Council in relation to an amendment of the Planning and Design Code or a design standard under Section 73 of the PDI Act (subject to the requirement to charge costs under Section 73(4)(b) of the PDI Act (if relevant)).
<b>7.</b>	<b>Parliamentary Scrutiny</b>
7.1	The power pursuant to Section 74(8)(c) of the PDI Act if the ERD Committee is proposing to suggest an amendment under Section 74(4) of the PDI Act and the amendment is specifically relevant to the Council, to provide a comment and response within the period of 2 weeks.
<b>8.</b>	<b>Complying Changes – Planning and Design Code</b>
8.1	The power pursuant to Section 75(3) of the PDI Act to effect an amendment under Section 75 of the PDI Act by an instrument deposited on the SA Planning database (in accordance with requirements established by the Chief

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Executive).	
<b>9.</b>	<b>Entities Constituting Relevant Authorities</b>
9.1	The power pursuant to Section 82(d) of the PDI Act, subject to the PDI Act, to appoint an assessment panel.
<b>10.</b>	<b>Panels Established by Joint Planning Boards or Councils</b>
10.1	The power pursuant to Section 83(1) of the PDI Act in relation to an assessment panel appointed by the Council under Division 1 of Part 6 of the PDI Act, to:
10.1.1	appoint more than 1 assessment panel and if the delegate does so, to clearly specify which class of development each assessment panel is to assess;
10.1.2	determine:
10.1.2.1	the membership of the assessment panel, being no more than 5 members, only 1 of which may be a member of a Council, and, if the delegate thinks fit, on the basis that the assessment panel will be constituted by a different number of members depending on the particular class of development that is being assessed by the assessment panel; and
10.1.2.2	the procedures to be followed with respect to the appointment of members; and
10.1.2.3	the terms of office of members; and
10.1.2.4	conditions of appointment of members, or the method by which those conditions will be determined, (including as to their remuneration) and the grounds on which, and the procedures by which, a member may be removed from office; and
10.1.2.5	the appointment of deputy members; and
10.1.2.6	who will act as the presiding member of the panel and the process for appointing an acting presiding member.
10.2	The power pursuant to Section 83(1)(h) of the PDI Act to arrange the staffing and support required for the purposes of the operations of the panel.

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10.3	The power pursuant to Section 83(1)(i) of the PDI Act to substitute the existing members of the panel with new members if directed to do so by the Minister acting on recommendation of the Commission under Section 86 of the PDI Act.
10.4	The power pursuant to Section 83(2) of the PDI Act to form the opinion and be satisfied that a person to be appointed as a member of an assessment panel who is a member, or former member, of a Council is appropriately qualified to act as a member of the assessment panel on account of the person's experience in local government.
<b>11. Substitution of Local Panels</b>	
11.1	The power pursuant to Section 86(2)(a) of the PDI Act to make submissions to the Commission in relation to an inquiry.
<b>12. Notification of Acting</b>	
12.1	The power pursuant to Section 89(b) of the PDI Act to require an accredited professional to provide such information or documentation as the delegate may require.
<b>13. Matters Against which Development Must be Assessed</b>	
13.1	The power pursuant to Section 102(1)(c)(iv) of the PDI Act in relation to a proposed division of land (otherwise than under the Community Titles Act 1996 or the Strata Titles Act 1988) where land is to be vested in the Council, to consent to the vesting.
13.2	The power pursuant to Section 102(1)(d)(iv) of the PDI Act in relation to a proposed division of land under the Community Titles Act 1996 or the Strata Titles Act 1988 where land is to be vested in the Council, to consent to the vesting.
13.3	The power pursuant to Section 102(11)(b) of the PDI Act to impose a reasonable charge on account of an encroachment over land under the care, control and management of the Council when the relevant development is undertaken.
<b>14. Restricted Development</b>	
14.1	The power pursuant to Section 110(2)(b) of the PDI Act to, in accordance with the regulations and within a period prescribed by the regulations, make representations to the Commission in relation to the granting or refusal of planning consent.

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14.2	The power pursuant to Section 110(c)(ii) of the PDI Act to appear personally or by representative before the Commission to be heard in support of the Council's representation.
14.3	The power pursuant to Section 110(7) of the PDI Act to appeal against a decision on a development classified as restricted development.
<b>15.</b>	<b>Level of Detail</b>
15.1	The power pursuant to Section 112(b) of the PDI Act to express views in relation to the level of detail required in relation to an EIS.
<b>16.</b>	<b>Essential Infrastructure – Alternative Assessment Process</b>
16.1	The power pursuant to Section 130(6) of the PDI Act to report to the Commission on any matters contained in a notice under Section 130(5) of the PDI Act.
16.2	The power pursuant to Section 130(14) of the PDI Act to, if the Council has, in relation to any matters referred to the Council under Section 130(5) of the PDI Act, expressed opposition to the proposed development in its report under Section 130(6) of the PDI Act, withdraw the Council's opposition.
<b>17.</b>	<b>Development Assessment – Crown Development</b>
17.1	The power pursuant to Section 131(7) of the PDI Act to report to the Commission on any matters contained in a notice under Section 131(6) of the PDI Act.
17.2	The power pursuant to Section 131(15) of the PDI Act to, if the Council has, in relation to any matters referred to the Council under Section 131(6) of the PDI Act expressed opposition to the proposed development in its report under Section 131(7) of the PDI Act, withdraw the Council's opposition.
<b>18.</b>	<b>Land Division Certificate</b>
18.1	The power pursuant to Section 138(1) of the PDI Act to enter into a binding agreement supported by adequate security and if the regulations so require in a form prescribed by the regulations.
18.2	The power pursuant to Section 138(2) of the PDI Act to furnish the Commission with appropriate information as to compliance with a particular condition and to comply with any requirement prescribed by the regulations.

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<b>19. Action if Development Not Completed</b>
19.1 The power pursuant to Section 141(1) of the PDI Act, if:
19.1.1 an approval is granted under the PDI Act; but
19.1.2 -
19.1.2.1 the development to which the approval relates has been commenced but not substantially completed within the period prescribed by the regulations for the lapse of the approval; or
19.1.2.2 in the case of a development that is envisaged to be undertaken in stages - the development is not undertaken or substantially completed in the manner or within the period contemplated by the approval,
to apply to the Court for an order under Section 141 of the PDI Act.
19.1.3 The power pursuant to Section 141(5) of the PDI Act, if the Court makes an order under Section 141(3)(a), (b) or (d) of the PDI Act and a person fails to comply with the order within the period specified by the Court, to cause any work contemplated by the order to be carried out, and to recover the costs of that work, as a debt from the person.
19.1.4 The power pursuant to Section 141(6) of the PDI Act, if an amount is recoverable from a person by the Council under Section 141(5) of the PDI Act:
19.1.4.1 to, by notice in writing to the person, fix a period, being not less than 28 days from the date of the notice, within which the amount must be paid by the person.
<b>20. Completion of Work</b>
20.1 The power pursuant to Section 142(1) of the PDI Act, if:
20.1.1 an approval is granted under the PDI Act; but
20.1.2 the development to which the approval relates has been substantially but not fully completed within the period prescribed by the regulations for the lapse of the approval,
to, by notice in writing, require the owner of the relevant land to complete the

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	development within a period specified in the notice.
20.2	The power pursuant to Section 142(2) of the PDI Act, if an owner fails to carry out work as required by a notice under Section 142(1) of the PDI Act, to cause the necessary work to be carried out.
20.3	The power pursuant to Section 142(3) of the PDI Act to recover as a debt due from the owner, the reasonable costs and expenses incurred by the Council (or any person acting on behalf of the Council) under Section 142 of the PDI Act.
20.4	The power pursuant to Section 142(4) of the PDI Act, if an amount is recoverable from a person by the Council under Section 142 of the PDI Act:
20.4.1	to, by notice in writing to the person, fix a period, being not less than 28 days from the date of the notice, within which the amount must be paid by the person.
<b>21.</b>	<b>Notification During Building</b>
21.1	The power pursuant to Section 146(3) of the PDI Act to, subject to Section 146(4) of the PDI Act, direct a person who is carrying out building work to stop building work when a mandatory notification stage has been reached pending an inspection by an authorised officer who holds prescribed qualifications.
<b>22.</b>	<b>Classification of Buildings</b>
22.1	The power pursuant to Section 151(2) of the PDI Act to assign to a building erected in the Council's area a classification that conforms with the regulations.
22.2	The power pursuant to Section 151(3) of the PDI Act, if the Council assigns a classification under Section 151 of the PDI Act, to give notice in writing to the owner of the building to which the classification has been assigned, of the classification assigned to the building.
<b>23.</b>	<b>Certificates of Occupancy</b>
23.1	The power pursuant to Section 152(2) of the PDI Act to issue a certificate of occupancy.
23.2	The power pursuant to Section 152(3)(a) of the PDI Act to require an application for a certificate of occupancy to include any information required by the delegate.

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23.3	The power pursuant to Section 152(3)(c) of the PDI Act to determine the appropriate fee.
23.4	The power pursuant to Section 152(5) of the PDI Act to consider any report supplied under Section 152(4) of the PDI Act before deciding the application.
23.5	The power pursuant to Section 152(6) of the PDI Act to issue the certificate if the delegate is satisfied (in accordance with procedures set out in the regulations and on the basis of information provided or obtained under Section 152 of the PDI Act) that the relevant building is suitable for occupation and complies with such requirements as may be prescribed by the regulations for the purposes of Section 152(6) of the PDI Act.
23.6	The power pursuant to Section 152(10) of the PDI Act, if the Council refuses an application to notify the applicant in writing of:
23.6.1	the refusal; and
23.6.2	the reasons for the refusal; and
23.6.3	the applicant's right of appeal under the PDI Act.
23.7	The power pursuant to Section 152(12) of the PDI Act to issue a certificate of occupancy that applies to the whole or part of a building.
23.8	The power pursuant to Section 152(13) of the PDI Act to, in accordance with the regulations, revoke a certificate of occupancy in prescribed circumstances.
<b>24.</b>	<b>Temporary Occupation</b>
24.1	The power pursuant to Section 153(1) of the PDI Act to grant an approval to a person to occupy a building on a temporary basis without a certificate of occupancy.
24.2	The power pursuant to Section 153(2) of the PDI Act to grant an approval under Section 153(1) of the PDI Act on such conditions (if any) as the delegate thinks fit to impose.
24.3	The power pursuant to Section 153(3) of the PDI Act if the Council refuses an application to notify the applicant in writing of:
24.3.1	the refusal; and
24.3.2	the reasons for the refusal; and



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24.3.3	the applicant's right of appeal under the PDI Act.
<b>25.</b>	<b>Emergency Orders</b>
25.1	The power pursuant to Section 155(5) of the PDI Act, if an owner fails to carry out work as required by an emergency order, to cause the necessary work to be carried out.
25.2	The power pursuant to Section 155(6) of the PDI Act to recover as a debt due from the owner the reasonable costs and expenses incurred by the Council (or any person acting on behalf of the Council) under Section 155 of the PDI Act.
25.3	The power pursuant to Section 155(7) of the PDI Act, if an amount is recoverable from a person by the Council under Section 155 of the PDI Act to, by notice in writing to the person, fix a period, being not less than 28 days from the date of the notice, within which the amount must be paid by the person.
<b>26.</b>	<b>Fire Safety</b>
26.1	The power pursuant to Section 157(16) of the PDI Act to establish a body and designate it as an appropriate authority under Section 157 of the PDI Act.
26.2	The power pursuant to Section 157(17) of the PDI Act to:
26.2.1	appoint to the appropriate authority:
26.2.1.1	a person who holds prescribed qualifications in building surveying; and
26.2.1.2	an authorised officer under Part 3 Division 5 or Section 86 of the Fire and Emergency Services Act 2005 who has been approved by the Chief Officer of the relevant fire authority to participate as a member of the appropriate authority; and
26.2.1.3	a person with expertise in the area of fire safety; and
26.2.1.4	if so determined by the delegate, a person selected by the delegate;
26.2.2	specify a term of office of a member of the appropriate authority (other than a member under Section 157(17)(a)(ii) of the PDI Act;
26.2.3	remove a member of the appropriate authority from office for any

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	reasonable cause;
26.2.4	appoint deputy members;
26.2.5	determine the appropriate authority's procedures (including as to quorum).
<b>27.</b>	<b>Consideration of Proposed Scheme</b>
27.1	The power pursuant to Section 166(1)(c) of the PDI Act to consult with a scheme coordinator in relation to a scheme in accordance with the Community Engagement Charter.
<b>28.</b>	<b>Funding Arrangements</b>
28.1	The power pursuant to Section 169(2)(b) of the PDI Act in relation to a scheme that provides for the collection of contributions under Subdivision 8 of the PDI Act to apply for any matter to be considered or determined by ESCOSA or some other prescribed person or body as part of a periodic review of the levels and amounts of those contributions.
28.2	The power pursuant to Section 169(9) of the PDI Act to make submissions to the Commission in relation to a funding arrangement that is specifically relevant to the Council.
<b>29.</b>	<b>Imposition of Charge by Councils</b>
29.1	The power pursuant to Section 180(7) of the PDI Act, if the Council incurs costs in recovering a charge as a debt, to claim the reimbursement of those costs (insofar as they are reasonable) from the relevant fund established under subdivision 9, Division 1, Part 13 of the PDI Act.
<b>30.</b>	<b>Authorised Works</b>
30.1	The power pursuant to Section 187(1) of the PDI Act, subject to Section 187(3) of the PDI Act, to carry out any infrastructure works if the Council is authorised to so do by or under the PDI Act or any other Act.
30.2	The power pursuant to Section 187(5) of the PDI Act, subject to Section 187(6) of the PDI Act, to in relation to a proposal that involves disturbing the surface of a road, or that otherwise relates to a road to:
30.2.1	inform the relevant road maintenance authority of the proposal at least 28 days before the proposed commencement of any work; and
30.2.2	give the relevant road maintenance authority a reasonable

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	opportunity to consult with the Council in relation to the matter; and
30.2.3	ensure that proper consideration is given to the views of the road maintenance authority.
30.3	The power pursuant to Section 187(5)(b) of the PDI Act to make submissions to the designated entity in relation to the matter.
30.4	The power pursuant to Section 187(6) of the PDI Act, in a case of emergency, to only comply with Section 187(5) of the PDI Act to such extent as is practicable in the circumstances.
<b>31.</b>	<b>Entry onto Land</b>
31.1	The power pursuant to Section 188(1) of the PDI Act to authorise a person for the purpose of undertaking any work or activity in connection with the exercise of a power under Division 2 of Part 13 of the PDI Act to:
31.1.1	enter and pass over any land; and
31.1.2	bring onto any land any vehicles, plant or equipment; and
31.1.3	temporarily occupy land; and
31.1.4	do anything else reasonably required in connection with the exercise of the power.
31.2	The power pursuant to Section 188(4) of the PDI Act to pay reasonable compensation on account of any loss or damage caused by the exercise of a power under Section 188(1) of the PDI Act.
<b>32.</b>	<b>Land Management Agreements</b>
32.1	The power pursuant to Section 192(1) of the PDI Act to enter into an agreement relating to the development, management, preservation or conservation of land with the owner of the land or a designated entity.
32.2	The power pursuant to Section 192(2) of the PDI Act to enter into an agreement relating to the management, preservation or conservation of the land with a greenway authority.
32.3	The power pursuant to Section 192(4) of the PDI Act in considering whether to enter into an agreement under Section 192 of the PDI Act which relates to the development of land and, if such an agreement is to be entered into, in considering the terms of the agreement, to have regard to:

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32.3.1	the provisions of the Planning and Design Code and to any relevant development authorisation under the PDI Act; and
32.3.2	the principle that the entering into of an agreement under Section 192 of the PDI Act by the Council should not be used as a substitute to proceeding with an amendment to the Planning and Design Code under the PDI Act.
32.4	The power pursuant to Section 192(5) of the PDI Act to register agreements entered into under Section 192 of the PDI Act in accordance with the regulations.
32.5	The power pursuant to Section 192(8) of the PDI Act to carry out on private land any work for which provision is made by agreement under Section 192 of the PDI Act.
32.6	The power pursuant to Section 192(9) of the PDI Act to include in an agreement under Section 192 of the PDI Act an indemnity from a specified form of liability or right of action, a waiver or exclusion of a specified form of liability or right of action, an acknowledgment of liability, or a disclaimer, on the part of a party to the agreement.
32.7	The power pursuant to Section 192(10) of the PDI Act to express a provision under Section 192(9) of the PDI Act as extending to, or being for the benefit of, a person or body who or which is not a party to the agreement.
32.8	The power pursuant to Section 192(11) of the PDI Act to consent to the owner of land entering into an agreement under Section 192 of the PDI Act where the Council has a legal interest in the land.
32.9	The power pursuant to Section 192(12) of the PDI Act to apply to the Registrar-General, to note the agreement against the relevant instrument of title or, in the case of land not under the provisions of the Real Property Act 1886, against the land.
32.10	The power pursuant to Section 192(15) of the PDI Act to apply to the Registrar-General in relation to an agreement to which a note has been made under Section 192 of the PDI Act that has been rescinded or amended, to enter a note of the rescission or amendment against the instrument of title, or against the land.
32.11	The power pursuant to Section 192(16) of the PDI Act to provide in an agreement under Section 192 of the PDI Act for remission of rates or taxes on the land.
32.12	The power pursuant to Section 192(17) of the PDI Act to consent to an

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	agreement entered into by the Minister under Section 192 of the PDI Act, providing for the remission of rates or taxes payable to the Council.
32.13	The power pursuant to Section 192(18) of the PDI Act to take into account the existence of an agreement under Section 192 of the PDI Act when assessing an application for a development authorisation under the PDI Act.
<b>33.</b>	<b>Land Management Agreements – Development Applications</b>
33.1	The power pursuant to Section 193(1) of the PDI Act to, subject to Section 193 of the PDI Act, enter into an agreement under Section 193 of the PDI Act with a person who is applying for a development authorisation under the PDI Act that will, in the event that the relevant development is approved, bind:
33.1.1	the person; and
33.1.2	any other person who has the benefit of the development authorisation; and
33.1.3	the owner of the relevant land (if he or she is not within the ambit of Sections 193(a) or (b) of the PDI Act and if the other requirements of Section 193 of the PDI Act are satisfied).
33.2	The power pursuant to Section 193(2) of the PDI Act to enter into an agreement under Section 193 of the PDI Act in relation to any matter that the delegate agrees is relevant to the proposed development (including a matter that is not necessarily relevant to the assessment of the development under the PDI Act).
33.3	The power pursuant to Section 193(3) of the PDI Act to have regard to:
33.3.1	the provisions of the Planning and Design Code; and
33.3.2	the principle that the entering into of an agreement under Section 193 of the PDI Act by the Council should not be used as a substitute to proceeding with an amendment to the Planning and Design Code under the PDI Act.
33.4	The power pursuant to Section 193(5) of the PDI Act to register agreements entered into under Section 193 of the PDI Act in accordance with the regulations.
33.5	The power pursuant to Section 193(10) of the PDI Act to consent to an application to note the agreement against the relevant instrument of title or the land.

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33.6	The power pursuant to Section 193(11) of the PDI Act to consent to an owner of land entering into an agreement or giving a consent under Section 192(10) of the PDI Act where the Council has a legal interest in the land.
33.7	The power pursuant to Section 193(13) of the PDI Act to apply to the Registrar-General to note the agreement against the relevant instrument of title or, in the case of land not under the provisions of the Real Property Act 1886, against the land.
33.8	The power pursuant to Section 193(15) of the PDI Act to apply to the Registrar-General in relation to an agreement under Section 193 that has been rescinded or amended, to enter a note of the rescission or amendment against the instrument of title, or against the land.
33.9	The power pursuant to Section 193(16) of the PDI Act, if an agreement under Section 193 of the PDI Act does not have effect under Section 193 of the PDI Act within the period prescribed by the regulations, to by notice given in accordance with the regulations, lapse the relevant development approval.
<b>34.</b>	<b>Off-setting Contributions</b>
34.1	The power pursuant to Section 197(2) of the PDI Act to establish a scheme under Section 197 of the PDI Act that is designed to support or facilitate:
34.1.1	development that may be in the public interest or otherwise considered by the delegate as being appropriate in particular circumstances (including by the provision of facilities at a different site); or
34.1.2	planning or development initiatives that will further the objects of the PDI Act or support the principles that relate to the planning system established by the PDI Act; or
34.1.3	any other initiative or policy:
34.1.3.1	designated by the Planning and Design Code for the purposes of Section 197(2)(c)(i) of the PDI Act;
34.1.3.2	prescribed by the regulations for the purposes of Section 197(2)(c)(ii) of the PDI Act.
34.2	The power pursuant to Section 197(3) of the PDI Act to include in a scheme established under Section 197 of the PDI Act:
34.2.1	an ability or requirement for a person who is proposing to undertake development (or who has the benefit of an approval under the PDI

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	Act):
34.2.1.1	to make a contribution to a fund established as part of the scheme; or
34.2.1.2	to undertake work or to achieve some other goal or outcome (on an 'in kind' basis); or
34.2.1.3	to proceed under a combination of Sections 197(3)(a)(i) and (ii) of the PDI Act,
	in order to provide for or address a particular matter identified by the scheme; and
34.2.2	an ability for a provision of the Planning and Design Code to apply with a specified variation under the terms of the scheme; and
34.2.3	an ability for any relevant authority to act under or in connection with Sections 197(3)(a) or (b) of the PDI Act.
34.3	The power pursuant to Section 197(4)(b) of the PDI Act to apply the fund towards the purposes of the scheme in accordance with any directions or approvals of the Treasurer made or given after consultation with the Minister.
34.4	The power pursuant to Section 197(4)(c) of the PDI Act to invest money that is not immediately required for the purposes of the fund in accordance with provisions included in the scheme.
<b>35.</b>	<b>Open Space Contribution Scheme</b>
35.1	The power pursuant to Section 198(1) of the PDI Act, where an application for a development authorisation provides for the division of land in the Council's area into more than 20 allotments, and 1 or more allotments is less than 1 hectare in area to require:
35.1.1	that up to 12.5% in area of the relevant area be vested in the Council to be held as open space; or
35.1.2	that the applicant make the contribution prescribed by the regulations in accordance with the requirements of Section 198 of the PDI Act; or
35.1.3	that land be vested in the Council under Section 198(1)(c) of the PDI Act and that the applicant make a contribution determined in accordance with Section 198(8) of the PDI Act,

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	according to the determination and specification of the delegate, and to have regard to any relevant provision of the Planning and Design Code that designates land as open space and to seek the concurrence of the Commission to taking any action that is at variance with the Planning and Design Code.
35.2	The power pursuant to Section 198(3) of the PDI Act to enter into an agreement referred to in Section 198(2)(d) of the PDI Act.
35.3	The power pursuant to Section 198(4)(a) of the PDI Act to concur with an area being vested in the Council.
35.4	The power pursuant to Section 198(11) of the PDI Act in relation to money received under Section 198 of the PDI Act to immediately pay it into a fund established for the purposes of Section 198 of the PDI Act and apply it for the purpose of acquiring or developing land as open space.
35.5	The power pursuant to Section 198(12) of the PDI Act to form the opinion that the division of land is being undertaken in stages.
<b>36.</b>	<b>Urban Trees Fund</b>
36.1	The power pursuant to Section 200(2) of the PDI Act to effect the establishing of the fund by notice published in the Gazette.
36.2	The power pursuant to Section 200(3) of the PDI Act to define a designated area by reference to an area established by the Planning and Design Code.
36.3	The power pursuant to Section 200(5) of the PDI Act to invest any money in an urban trees fund that is not immediately required for the purpose of the fund and to pay any resultant income into the fund.
36.4	The power pursuant to Section 200(6) of the PDI Act to apply money standing to the credit of an urban trees fund:
36.4.1	to maintain or plant trees in the designated area which are or will (when fully grown) constitute significant trees under the PDI Act; or
36.4.2	to purchase land within the designated area in order to maintain or plant trees which are or will (when fully grown) constitute significant trees under the PDI Act.
36.5	The power pursuant to Section 200(7) of the PDI Act if, the Council subsequently sells land purchased under Section 200(6)(b) of the PDI Act, to pay the proceeds of sale into an urban trees fund maintained by the Council under Section 200 of the PDI Act, subject to the qualifications in Sections



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200(7)(a) and (b).	
<b>37. Appointment of Authorised Officers</b>	
37.1	The power pursuant to Section 210(1) of the PDI Act to:
37.1.1	appoint a person to be an authorised officer for the purposes of the PDI Act; and
37.1.2	appoint a person who holds the qualifications prescribed by the regulations to be an authorised officer for the purposes of the PDI Act if the Council is required to do so by the regulations.
37.2	The power pursuant to Section 210(2) of the PDI Act to make an appointment of an authorised officer subject to conditions.
37.3	The power pursuant to Section 210(3) of the PDI Act to issue each authorised officer an identity card:
37.3.1	containing a photograph of the authorised officer; and
37.3.2	stating any conditions of appointment limiting the authorised officer's appointment.
37.4	The power pursuant to Section 210(5) of the PDI Act to, at any time, revoke an appointment which the Council has made, or vary or revoke a condition of such an appointment or impose a further such condition.
<b>38. Enforcement Notices</b>	
38.1	The power pursuant to Section 213(1) of the PDI Act, if the delegate has reason to believe on reasonable grounds that a person has breached the PDI Act or the repealed Act, to do such of the following as the delegate considers necessary or appropriate in the circumstances:
38.1.1	direct a person to refrain, either for a specified period or until further notice, from the PDI Act, or course of action, that constitutes the breach;
38.1.2	direct a person to make good any breach in a manner, and within a period, specified by the delegate;
38.1.3	take such urgent action as is required because of any situation resulting from the breach.
38.2	The power pursuant to Section 213(2) of the PDI Act to give a direction under

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	Section 213(1) of the PDI Act by notice in writing unless the delegate considers that the direction is urgently required.
38.3	The power pursuant to Section 213(5) of the PDI Act, if a person fails to comply with a direction under Section 213(1)(b) of the PDI Act within the time specified in the notice, to cause the necessary action to be taken.
38.4	The power pursuant to Section 213(6) of the PDI Act to recover the reasonable costs and expenses incurred by the Council (or any person acting on behalf of the Council) under Section 213 of the PDI Act, as a debt due from the person whose failure gave rise to the PDI Action
38.5	The power pursuant to Section 213(7) of the PDI Act, if an amount is recoverable from a person by the Council under Section 213 of the PDI Act to, by notice in writing to the person, fix a period, being not less than 28 days from the date of the notice, within which the amount must be paid by the person.
<b>39.</b>	<b>Applications to Court</b>
39.1	The power pursuant to Section 214(1) of the PDI Act to apply to the Court for an order to remedy or restrain a breach of the PDI Act or the repealed Act.
39.2	The power pursuant to Section 214(2) of the PDI Act to consent to proceedings under Section 214 of the PDI Act being brought in a representative capacity on behalf of the Council.
39.3	The power pursuant to Section 214(4) of the PDI Act to make an application without notice to any person and to make an application to the Court to serve a summons requiring the respondent to appear before the Court to show cause why an order should not be made under Section 214 of the PDI Act.
39.4	The power pursuant to Section 214(6) of the PDI Act to make submissions to the Court on the subject matter of the proceedings.
39.5	The power pursuant to Section 214(9) of the PDI Act to appear before a final order is made and be heard in proceedings based on the application.
39.6	The power pursuant to Section 214(10) of the PDI Act to make an application to the Court to make an interim order under Section 214 of the PDI Act.
39.7	The power pursuant to Section 214(11) of the PDI Act to make an application for an interim order without notice to any person.
39.8	The power pursuant to Section 214(12) of the PDI Act, if the Court makes an order under Section 214(6)(d) of the PDI Act and the respondent fails to

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	comply with the order within the period specified by the Court, to cause any work contemplated by the order to be carried out, and recover the costs of that work, as a debt, from the respondent
39.9	The power pursuant to Section 214(13) of the PDI Act, if an amount is recoverable from a person by the Council under Section 214(12) of the PDI Act to, by notice in writing to the person, fix a period, being not less than 28 days from the date of the notice, within which the amount must be paid by the person.
39.10	The power pursuant to Section 214(17) of the PDI Act to apply to the Court to vary or revoke an order previously made under Section 214 of the PDI Act.
<b>40.</b>	<b>Proceedings for Offences</b>
40.1	The power pursuant to Section 219(1) of the PDI Act to commence proceedings for an offence against the PDI Act.
<b>41.</b>	<b>Adverse Publicity Orders</b>
41.1	The power pursuant to Section 223(2) of the PDI Act to make an application to the Court for an adverse publicity order.
41.2	The power pursuant to Section 223(4) of the PDI Act, if the offender fails to give evidence to the Council in accordance with Section 224(1)(b) of the PDI Act to:
41.2.1	take the PDI Action or actions specified in the order; and
41.2.2	authorise a person in writing to take the PDI Action or actions specified in the order.
41.3	The power pursuant to Section 223(5) of the PDI Act, if:
41.3.1	the offender gives evidence to the Council in accordance with Section 223(1)(b) of the PDI Act; and
41.3.2	despite the evidence, the delegate is not satisfied that the offender has taken the PDI Action or actions specified in the order in accordance with the order,
	to apply to the court for an order authorising the Council, or a person authorised in writing by the Council, to take the PDI Action or actions and to authorise a person in writing to take the PDI Action or actions.
41.4	The power pursuant to Section 223(6) of the PDI Act, if the Council, or a

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	person authorised in writing by the Council, takes an action or actions in accordance with Section 223(4) of the PDI Act or an order under Section 223(5) of the PDI Act, to recover from the offender an amount in relation to the reasonable expenses of taking the PDI Action or actions, as a debt, due to the Council.
<b>42. Civil Penalties</b>	
42.1	The power pursuant to Section 225(1) of the PDI Act, subject to Section 225 of the PDI Act, if the delegate is satisfied that a person has committed an offence by contravening a provision of the PDI Act, to, as an alternative to criminal proceedings, recover, by negotiation or by application to the Court, an amount as a civil penalty in respect of the contravention.
42.2	The power pursuant to Section 225(2) of the PDI Act, in respect of a contravention where the relevant offence does not require proof of intention or some other state of mind, to determine whether to initiate proceedings for an offence or take action under Section 225 of the PDI Act, having regard to the seriousness of the contravention, the previous record of the offender and any other relevant factors.
42.3	The power pursuant to Section 225(3) of the PDI Act to serve on the person a notice in the prescribed form advising the person that the person may, by written notice to the Council, elect to be prosecuted for the contravention.
42.4	The power pursuant to Section 225(13) of the PDI Act to seek the authorisation of the Attorney-General to the commencement of proceedings for an order under Section 225 of the PDI Act.
42.5	The power pursuant to Section 225(17) of the PDI Act to seek an authorisation from the Commission for the Council to act under Section 225 of the PDI Act.
<b>43. Make Good Order</b>	
43.1	The power pursuant to Section 228(7) of the PDI Act to apply to the Court to vary or revoke an order under Section 228 of the PDI Act.
<b>44. Recovery of Economic Benefit</b>	
44.1	The power pursuant to Section 229(5) of the PDI Act to apply an amount paid to the Council in accordance with an order under Section 229(1) of the PDI Act for the purpose of acquiring or developing land as open space and to hold it in a fund established for the purposes of Section 198 of the PDI Act.

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<b>45. Enforceable Voluntary Undertakings</b>
45.1 The power pursuant to Section 230(1) of the PDI Act to accept (by written notice) a written undertaking given by a person in connection with a matter relating to a contravention or alleged contravention by the person of the PDI Act.
45.2 The power pursuant to Section 230(4) of the PDI Act if the delegate considers that a person has contravened an undertaking accepted by the Council, to apply to the Court for enforcement of the undertaking.
45.3 The power pursuant to Section 230(7) of the PDI Act to agree in writing with a person who has made an undertaking to:
45.3.1 vary the undertaking; or
45.3.2 withdraw the undertaking.
45.4 The power pursuant to Section 230(11) of the PDI Act to accept an undertaking in respect of a contravention or alleged contravention before proceedings in respect of that contravention have been finalised.
45.5 The power pursuant to Section 230(12) of the PDI Act if the delegate accepts an undertaking before the proceedings are finalised, to take all reasonable steps to have the proceedings discontinued as soon as possible.
45.6 The power pursuant to Section 230(14) of the PDI Act to seek an authorisation from the Commission for the Council to act under Section 230 of the PDI Act.
<b>46. Advertisements</b>
46.1 The power pursuant to Section 231(1) of the PDI Act, if, in the opinion of the delegate, an advertisement or advertising hoarding:
46.1.1 disfigures the natural beauty of a locality or otherwise detracts from the amenity of a locality; or
46.1.2 is contrary to the character desired for a locality under the Planning and Design Code,
to, by notice served in accordance with the regulations on the advertiser or the owner or occupier of the land on which the advertisement or advertising hoarding is situated, whether or not a development authorisation has been granted in respect of the advertisement or advertising hoarding, order that person to remove or obliterate the advertisement or to remove the advertising

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	hoarding (or both) within a period specified in the notice (of at least 28 days from the date of service of the notice).
46.2	The power pursuant to Section 231(3) of the PDI Act if a person on whom a notice is served under Section 231(1) of the PDI Act fails to comply with a notice within the time allowed in the notice to enter on the land and take the necessary steps for carrying out the requirements of the notice and to recover the costs of so doing, as a debt, from the person on whom the notice was served.
<b>47.</b>	<b>Professional Advice to be Obtained in Relation to Certain Matters</b>
47.1	The power pursuant to Section 235(1) of the PDI Act, to, in the exercise of a prescribed function, rely on a certificate of a person with prescribed qualifications.
47.2	The power pursuant to Section 235(2) of the PDI Act to seek and consider the advice of a person with prescribed qualifications, or a person approved by the Minister for that purpose, in relation to a matter arising under the PDI Act that is declared by regulation to be a matter on which such advice should be sought.
<b>48.</b>	<b>Charges on Land</b>
48.1	The power pursuant to Section 239(1) of the PDI Act if a charge on land is created under a provision of the PDI Act in favour of the Council, to deliver to the Registrar-General a notice in a form determined by the Registrar-General, setting out the amount of the charge and the land over which the charge is claimed.
48.2	The power pursuant to Section 239(6) of the PDI Act if a charge in the Council's favour exists and the amount to which the charge relates is paid, to by notice to the appropriate authority in a form determined by the Registrar-General, apply for the discharge of the charge.
<b>49.</b>	<b>Registering Authorities to Note Transfer</b>
49.1	The power pursuant to Section 240(1) of the PDI Act to apply to the Registrar-General or another authority required or authorised under a law of the State to register or record transactions affecting assets, rights or liabilities, or documents relating to such transactions, to register or record in an appropriate manner the transfer to the Council of an asset, right or liability by regulation, proclamation or notice under the PDI Act.

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<b>50. Reporting</b>
50.1 The power pursuant to Clause 13(3)(b) of Schedule 2 of the PDI Act to require a report under Clause 13(2) of Schedule 2 of the PDI Act to contain any other information or report required by the delegate.
<b>51. Review of Performance</b>
51.1 The power pursuant to Clause 3(16) of Schedule 4 of the PDI Act to comply with a direction under Clauses 3(13) or (15) of Schedule 4 of the PDI Act.

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<b>52. Mutual Liability Scheme – Rights of Indemnity</b>
52.1 The power pursuant to Regulation 11B(1) of the Planning, Development and Infrastructure (General) Regulations 2019 ( <b>the General Regulations</b> ) to:
52.1.1 in being responsible under Section 83(1)(h)(ii) of the PDI Act for the costs and other liabilities associated with the activities of an assessment panel appointed by the Council; and
52.1.2 in being responsible for the costs associated with the activities of a regional assessment panel in accordance with a scheme set out in a notice under Section 84(1)(a) and (i) of the PDI Act,
have arrangements in place to indemnify the members of any such panel in respect of a claim against a member of the panel arising out of the performance, exercise or discharge (or purported performance, exercise or discharge) in good faith of their functions, powers or duties under the PDI Act in their role as a member of the panel.
52.2 The power pursuant to Regulation 11B(5) of the General Regulations to:
52.2.1 in being responsible under Section 87(f) of the PDI Act for the costs and other liabilities associated with the activities of an assessment manager for an assessment panel appointed by the Council; and
52.2.2 in being responsible for the costs associated with the activities of a regional assessment panel in accordance with a scheme set out in a notice under Section 87(1)(a) and (i) of the PDI Act,
have arrangements in place to indemnify an assessment manager for any

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	such panel in respect of a claim against the assessment manager arising out of the performance, exercise or discharge (or purported performance, exercise or discharge) in good faith of their functions, powers or duties under the PDI Act in their role as an assessment manager.
<b>53. Performance Assessed Development and Restricted Development</b>	
53.1	The power pursuant to Regulation 47(4)(d) of the General Regulations to determine the fee payable by the applicant as being appropriate to cover the reasonable costs of placing the notice on the land.
<b>54. Underground Main Areas</b>	
54.1	The power pursuant to Regulation 78(1) of the General Regulations if the delegate considers an area should be declared an underground mains area to seek a report from the relevant electricity authority in relation to the matter.
54.2	The power pursuant to Regulation 78(2) of the General Regulations after having received and considered a report from the electricity authority to declare the area to be an underground mains area.
<b>55. Width of Roads and Thoroughfares</b>	
55.1	The power pursuant to Regulation 81(4) of the General Regulations to dispense with a width prescribed by Regulations 81(1) or (3) of the General Regulations (and specify a different width) if the delegate is of the opinion that the width so prescribed is not necessary for the safe and convenient movement of vehicles or pedestrians, or for underground services.
55.2	The power pursuant to Regulation 81(5) of the General Regulations to subject to Regulation 81(6) of the General Regulations specify the width of the road at the head of every cul-de-sac in such dimensions as may be acceptable to the delegate.
55.3	The power pursuant to Regulation 81(6) of the General Regulations to dispense with a requirement under Regulation 81(5) of the General Regulations if it appears to the delegate that the cul-de-sac is likely to become a through road.
<b>56. Road Widening</b>	
56.1	The power pursuant to Regulation 82(1) of the PDI Act, subject to Regulation 82(2) of the General Regulations, if an existing road abuts land which is proposed to be divided, to form the view that the road should be widened in order to provide a road of adequate width having regard to existing and future



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	requirements of the area.
<b>57.</b>	<b>Requirement as to Forming of Roads</b>
57.1	The power pursuant to Regulation 83(1) of the General Regulations, subject to Regulation 83(2) of the General Regulations, to specify the width and manner of the formation of the roadway of every proposed road on a plan of division.
57.2	The power pursuant to Regulation 83(2) of the General Regulations to form the opinion that it is necessary to specify a width for a roadway to be formed under Regulation 83(1) in excess of 7.4m, in view of the volume or type of traffic that is likely to traverse that road.
57.3	The power pursuant to Regulation 83(4) of the General Regulations, to dispense with the requirements under Regulation 83(3) of the General Regulations, if the delegate is of the opinion that the cul-de-sac is likely to become a through road.
57.4	The power pursuant to Regulation 83(5) of the General Regulations, subject to Regulation 83(6) of the General Regulations to require every footpath, water-table, kerbing, culvert and drain of every proposed road to be formed in a manner satisfactory to the delegate.
57.5	The power pursuant to Regulation 83(6) of the General Regulations, to dispense with a requirement under Regulation 83(5) of the General Regulations.
<b>58.</b>	<b>Construction of Roads, Bridges, Drains and Services</b>
58.1	The power pursuant to Regulation 84(1) of the General Regulations to require the roadway of every proposed road within the relevant division to be constructed and paved and sealed with bitumen, tar or asphalt or other material approved by the delegate.
<b>59.</b>	<b>Supplementary Provisions</b>
59.1	The power pursuant to Regulation 85(1) of the General Regulations to approve the road location and grading plan for the manner of forming any proposed road, footpath, water-table, kerbing, culvert or drain required under Division 6 of the General Regulations.
59.2	The power pursuant to Regulation 85(2) of the General Regulations, subject to Regulation 85(4) of the General Regulations, to require all work referred to in Regulations 83 and 84 of the General Regulations to be carried out in a manner satisfactory to the delegate and in conformity with detailed

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	construction plans and specifications signed by a professional engineer or, at the discretion of the delegate, a licensed surveyor, and approved by the delegate before the commencement of the work.
59.3	The power pursuant to Regulation 85(4) of the General Regulations to form the opinion that all connections for water supply and sewerage services to any allotment delineated on the plan which, in the opinion of the Chief Executive of the South Australian Water Corporation are necessary and need to be laid under the surface of the proposed road, have been made.
<b>60.</b>	<b>General Provisions</b>
60.1	The power pursuant to Regulation 89(1) of the General Regulations to form the opinion that another form of arrangement is satisfactory for the purposes of Section 138(1) of the PDI Act.
60.2	The power pursuant to Regulation 89(3) of the General Regulations to provide a certificate which:
60.2.1	evidences the consent of the Council to an encroachment by a building over other land; and
60.2.2	sets out:
60.2.2.1	the date on which any relevant building was erected (if known); and
60.2.2.2	the postal address of the site.
60.3	The power pursuant to Regulation 89(6)(b) of the General Regulations to request a written copy of the certificate and plan (or certificates and plans) referred to in Regulation 89(3) of the General Regulations.
<b>61.</b>	<b>Notifications During Building Work</b>
61.1	The power pursuant to Regulation 93(1)(b) of the General Regulations to specify by notice to the building owner and to the licensed building work contractor responsible for carrying out the relevant building work (if any), when development approval is granted in respect of the work, any stage of the building work to which the periods and stages prescribed for the purposes of Section 146(1) of the PDI Act relate.
61.2	The power pursuant to Regulation 93(1)(c) of the General Regulations to specify by notice in writing to the building owner on the granting of development approval in respect of the work any stage of the building work to which the periods and stages prescribed for the purposes of Section 146(1) of

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the PDI Act relate.	
<b>62.</b>	<b>Essential Safety Provisions</b>
62.1	The power pursuant to Regulation 94(13) of the General Regulations to require compliance with Regulation 94(10) of the General Regulations if:
62.1.1	the essential safety provisions were installed
62.1.1.1	under a condition attached to a consent or approval that is expressed to apply by virtue of a variance with the performance requirements of the Building Code; or
62.1.1.2	as part of a performance solution under the Building Code; or
62.1.2	the building has been the subject of a notice under Section 157 of the PDI Act.
<b>63.</b>	<b>Classification of Buildings</b>
63.1	The power pursuant to Regulation 102(3) of the General Regulations to require an application under Regulation 102(1) or (2) of the General Regulations to be accompanied by:
63.1.1	such details, particulars, plans, drawings, specifications, certificates and other documents as the delegate may reasonably require to determine the building's classification.
63.2	The power pursuant to Regulation 102(4) of the General Regulations, to subject to Regulation 102(5) of the General Regulations, assign the appropriate classification under the Building Code to a building if the delegate is satisfied, on the basis of the owner's application, and accompanying documentation, that the building, in respect of the classification applied for, possesses the attributes appropriate to its present or intended use.
63.3	The power pursuant to Regulation 102(5) of the General Regulations, if an application under Regulation 102 of the General Regulations is made in respect of an existing Class 2 to Class 9 building, to require the applicant to satisfy the delegate that the provisions of any relevant Ministerial building standard relating to upgrading health and safety in existing buildings has been complied with (to the extent reasonably applicable to the building and its present or intended use).
63.4	The power pursuant to Regulation 102(6) of the General Regulations, on assigning a classification to a building (or part of a building) to, if relevant,

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	determine and specify in the notice to the owner under Section 151(3) of the PDI Act:
63.4.1	the maximum number of persons who may occupy the building (or part of the building); and
63.4.2	if the building has more than 1 classification—the part or parts of the building to which each classification relates and the classifications currently assigned to the other parts of the building.
<b>64.</b>	<b>Certificates of Occupancy</b>
64.1	The power pursuant to Regulation 103(2) of the General Regulations to, require the following documentation:
64.1.1	if the development has been approved subject to conditions, such evidence as the delegate may reasonably require to show that the conditions have been satisfied;
64.1.2	if the application relates to the construction or alteration of part of a building and further building work is envisaged in respect of the remainder of the building, such evidence as the delegate may reasonably require to show:
64.1.2.1	in the case of a building more than 1 storey - that the requirements of any relevant Ministerial building standard have been complied with; or
64.1.2.2	in any other case - that the building is suitable for occupation.
64.2	The power pursuant to Regulation 103(3) of the General Regulations, to, other than in relation to a designated building on which building work involving the use of a designated building product is carried out after 12 March 2018, dispense with the requirement to provide a Statement of Compliance under Regulation 103(2)(a) of the General Regulations if:
64.2.1	the delegate is satisfied that a person required to complete 1 or both parts of the statement has refused or failed to complete that part and that the person seeking the issuing of the certificate of occupancy has taken reasonable steps to obtain the relevant certification or certifications; and
64.2.2	it appears to the delegate, after undertaking an inspection, that the relevant building is suitable for occupation.

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64.3	The power pursuant to Regulation 103(4) of the General Regulations if:
64.3.1	a building is:
64.3.1.1	to be equipped with a booster assembly for use by a fire authority; or
64.3.1.2	to have installed a fire alarm that transmits a signal to a fire station or to a monitoring service approved by the relevant authority; and
64.3.2	facilities for fire detection, fire fighting or the control of smoke must be installed in the building pursuant to an approval under the PDI Act,
	to not grant a certificate of occupancy unless or until the delegate has sought a report from the fire authority as to whether those facilities have been installed and operate satisfactorily and to seek such a report from the fire authority.
64.4	The power pursuant to Regulation 103(5) of the General Regulations if a report is not received from the fire authority within 15 business days, to presume that the fire authority does not desire to make a report.
64.5	The power pursuant to Regulation 103(6) of the General Regulations to have regard to any report received from a fire authority under Regulation 103(4) of the General Regulations before the delegate issues a certificate of occupancy.
64.6	The power pursuant to Regulation 103(6a) of the General Regulations, on receipt of a notification of intended completion of building work under Regulation 93(1)(f) of the General Regulations, to determine that building work will be inspected by an authorised officer.
64.7	The power pursuant to Regulation 103(9) of the General Regulations to revoke a certificate of occupancy:
64.7.1	if:
64.7.1.1	there is a change in the use of the building; or
64.7.1.2	the classification of the building changes; or
64.7.1.3	building work involving an alteration or extension to the building that will increase the floor area of the building by more than 300m <sup>2</sup> is about to commence, or is being or has

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	been carried out; or
64.7.1.4	the building is about to undergo, or is undergoing or has undergone, major refurbishment,
	and the delegate considers that in the circumstances the certificate should be revoked and a new certificate sought; or
64.7.2	if the delegate considers that the building is no longer suitable for occupation because of building work undertaken, or being undertaken, on the building, or because of some other circumstance; or
64.7.3	if a schedule of essential safety provisions has been issued in relation to the building and the owner of the building has failed to comply with the requirements of Regulation 94(10) of the General Regulations; or
64.7.4	if the delegate considers:
64.7.4.1	that a condition attached to a relevant development authorisation has not been met, or has been contravened, and that, in the circumstances, the certificate should be revoked; or
64.7.4.2	that a condition attached to the certificate of occupancy has not been met, or has been contravened, or is no longer appropriate.
<b>65.</b>	<b>Mining Production Tenements</b>
65.1	The power pursuant to Regulation 109(1)(b) of the General Regulations to make submissions to the appropriate Authority and object to the granting of the tenement.
<b>66.</b>	<b>Register of Land Management Agreements (Section 193)</b>
66.1	The power pursuant to Regulation 111(2) of the General Regulations to establish a register of agreements entered into by the Council under Section 193 of the PDI Act.
66.2	The power pursuant to Regulation 111(3) of the General Regulations to include in a register, or provide access to a copy of each agreement entered into by the Council under Section 193 of the PDI Act and such other information the delegate considers appropriate.

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<b>67. Authorised Officers and Inspections</b>
67.1 The power pursuant to Regulation 112(1) of the General Regulations to appoint at least 1 authorised officer under Section 210(1)(b) of the PDI Act:
67.1.1 who is an accredited professional who is:
67.1.1.1 an Accredited professional - building level 1; or
67.1.1.2 an Accredited professional - building level 2; or
67.1.1.3 an Accredited professional - building level 3; or
67.1.1.4 an Accredited professional - building level 4; or
67.1.2 who holds a current accreditation recognised by the Chief Executive for the purposes of this Regulation; or
67.1.3 who holds an approval from the Chief Executive.

**PLANNING, DEVELOPMENT AND INFRASTRUCTURE (FEES, CHARGES AND  
CONTRIBUTIONS) REGULATIONS 2019**

<b>68. Calculation of Assessment of Fees</b>
68.1 The power pursuant to Regulation 5(1) of the Planning, Development and Infrastructure (Fees, Charges and Contributions) Regulations 2019 ( <b>the Fees Regulations</b> ) in relation to an application which is duly lodged under a related set of regulations (including via the SA planning portal):
68.1.1 to require the applicant to provide such information as the delegate may reasonably require to calculate any fee payable under the Fees Regulations or a related set of regulations; and
68.1.2 to make any other determination for the purposes of the Fees Regulations or a related set of regulations (even if the Council is not a relevant authority).
68.2 The power pursuant to Regulation 5(2) of the Fees Regulations, if the delegate acting under Regulation 5(1) of the Fees Regulations, believes that any information provided by an applicant is incomplete or inaccurate, to calculate any fee on the basis of estimates made by the delegate.
68.3 The power pursuant to Regulation 5(3) of the Fees Regulations to at any

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	time, and despite an earlier calculation or acceptance of an amount in respect of the fee, reassess a fee payable under the Fees Regulations or a related set of Regulations.
<b>69. Waiver or Refund of Fee</b>	
69.1	The power pursuant to Regulation 7 of the Fees Regulations to, as the delegate considers appropriate to do so:
69.1.1	waive the payment of the fee, or the payment of part of the fee; or
69.1.2	refund the whole or a part of the fee.

**STATE PLANNING COMMISSION PRACTICE DIRECTION – 2 PREPARATION AND  
AMENDMENT OF DESIGNATED INSTRUMENTS**

<b>70. Requirements in Relation to Preparing an Engagement Plan</b>	
70.1	The power pursuant to clause 5(1) of the State Planning Commission Practice Direction – 2 Preparation and Amendment of Designated Instruments ( <b>PD2</b> ), to prepare <u>an <del>community</del>-engagement plan</u> that:
70.1.1	meets the principles and performance outcomes of the Charter;
70.1.2	describes the persons or bodies to be consulted <u>on the proposed amendment of the Designated Instrument, which must include any persons or bodies;</u>
70.1.2.1	<u>require to be consulted with under a condition imposed by the Minister under Section 73(5) of the PDI Act;</u>
70.1.2.2	<u>specified by the Commission under Section 73(6)(e) of the PDI Act;</u>
70.1.2.3	<u>who must be consulted with under the Charter;</u>
70.1.3	outlines any relevant previous engagement undertaken to inform the proposal;
70.1.4	describes the evaluation framework for the engagement.
70.2	The power pursuant to clause 5(2) of PD2 to submit <u>the <del>community-all</del> engagement plans which relate to proposed preparation of or amendment to a State Planning Policy or a Regional Plan</u> to the Commission for approval



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	<del>prior to commencement of formal engagement on the proposal with the exception of an amendment to the Code and a Design Standard.</del>
<b>71.</b>	<b><u>Requirements in Relation to Preparing Preparation of an Engagement Report (Following Consultation)</u></b>
71.1	The power pursuant to clause 6(2) of PD2 to set out in <del>the</del> <u>an engagement</u> report:
71.1.1	details of the engagement undertaken and how that engagement met the <del>agreed community</del> engagement plan, and reasons for variations, if any to <del>that</del> <u>the engagement</u> plan;
71.1.2	the outcome of the engagement including a summary of the <u>written submission or</u> feedback <del>made</del> <u>received</u> ;
71.1.3	<del>the response to the details of, and reasons for, changes to the proposal to prepare or amend a designated instrument when compared to the proposal that was engaged on, and to specifically indicate any proposed changes to the proposal to prepare or amend a Designated Instrument (when compared with the proposal that was engaged on) and the reasons for those proposed changes which specifically indicates:</del>
71.1.3.1	where changes are proposed to the <del>e</del> <u>D</u> esignated <del>i</del> <u>n</u> strument based on <u>or as a result of</u> the engagement; and
71.1.3.2	any other changes <u>which are</u> proposed based on <u>or as a result of</u> additional investigations or information <u>which was</u> not available when the proposal was released for engagement.
71.2	The power pursuant to clause 6(3) of PD2 to, in the engagement report also include an evaluation of the effectiveness of the engagement that considers whether:
71.2.1	the principles of the Charter have been achieved; and
71.2.2	all mandatory requirements identified in the Charter have been met <u>(where the consultation category is applicable).</u>
<b>72.</b>	<b><u>Requirements in Relation to Initiating a Code Amendment Pursuant to Section 73 of the Act</u></b>
72.1	The power pursuant to clauses <u>7(1) and (2)</u> of PD-2 to <u>lodge</u> <del>provide a</del>

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	<del>p</del> Proposal to <u>Initiate with the Department via the SA Planning Portal Commission to initiate a code amendment</u> that sets out:
72.1.1	<del>Code Policy – an outline of:</del> <del>Area Affected – A map or description of the area affected by the proposed amendment;</del>
72.1.1.1	<del>any overlay, general policy, zone or subzones in the Code being proposed for amendment; and/or</del>
72.1.1.2	<del>the intended spatial application of an overlay, general policy, zone or subzone in the Code over an identified area;</del>
72.1.2	<del>Affected Area State Planning Policies – an identification of the relevant key state planning policies and a statement of assessment of the amendment’s consistency with those policies;</del>
72.1.2.1	<del>a map or description of the Affected Area;</del>
72.1.3	<del>State Planning Policies Regional Plans – An indication of how the matters or issues proposed to be addressed by the amendment will relate to the relevant regional plan and any relevant infrastructure planning;</del>
72.1.3.1	<del>identification of the relevant principles or objectives of the State Planning Policies and an assessment of the proposed Code Amendment’s alignment with those State Planning Policies;</del>
72.1.4	<del>Regional Plan Infrastructure Provision –</del>
72.1.4.1	<del>identification of relevant regional plans and assessment of how the matters or issues proposed to be addressed by the proposed Code Amendment will relate to the relevant regional plan;</del>
	<del>72.1.4.2 an explanation of any infrastructure provision that is required and how the infrastructure provision will be provided; and</del>
	<del>72.1.4.3 an indication whether it is likely that an infrastructure agreement or agreements will need to be entered into in connection with the code amendment process, identifying the tools that will be used for this process;</del>

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72.1.5	<del><u>Consultation - Joint Planning Board Comments - that the Council has discussed the proposal with the relevant Regional Planning Board;</u></del>
72.1.5.1	<del><u>matters raised by the relevant Council and/or a relevant Joint Planning Board on the Proposal to Initiate;</u></del>
72.1.5.2	<del><u>information regarding any consultation that has already occurred with respect to the proposed Code Amendment;</u></del>
72.1.5.3	<del><u>details of further consultation proposed to be undertaken with respect to the proposed code Amendment;</u></del>
72.1.6	<del><u>Investigations - Consultation— information regarding any other consultation that has occurred;</u></del>
72.1.6.1	<del><u>information regarding any investigations which have already been undertaken with respect to the proposed Code Amendment;</u></del>
72.1.6.2	<del><u>an outline of the further investigations that will be undertaken to support the proposed Code Amendment;</u></del>
72.1.6.3	<del><u>details of any infrastructure required to support development arising through proposed Code Amendment and how the infrastructure will be provided;</u></del>
72.1.6.4	<del><u>details of any infrastructure agreement (or agreements) or infrastructure scheme which will need to be established or entered into in connection with the proposed Code Amendment;</u></del>
72.1.7	<del><u>Timetable in relation to designating a place as a place of local heritage value or a heritage area – a heritage review prepared by a heritage architect or historian or similar occupation in accordance with the Commission’s guidelines prepared under Section 67(2)(c) of the PDI Act;</u></del>
72.1.7.1	<del><u>an outline of the proposed timetable for each step of the Code Amendment process (ensuring that the process is completed within reasonable time limits), and a commitment from the Proponent (where it is also the Designated Entity) that it will take steps to update the timetable and seek approval from the Department if it appears that timeframes will not be met.</u></del>
	<del><u>72.1.8 in relation to designating a tree a significant tree – an</u></del>

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	<del>assessment of the tree against the criteria under Section 68(1)(a) of the PDI Act;</del>
	<del>72.1.9 in relation to designating a stand of trees to be significant trees—an assessment of the trees against the criteria under Section 68(1)(b) of the PDI Act.</del>
72.2	<del>The power pursuant to clause 7(23) of PD2 to, in addition</del> <u>relation to a Code Amendment which is intended to designate a place as a place of local heritage value, to provide a report which:</u> <del> provide:</del>
72.2.1	<del>includes a heritage datasheet for each proposed Local Heritage Place, which includes: Timetable—an outline of the proposed timetable for each step of the process (ensuring that the process is completed within reasonable time limits), and a commitment on the part of the Council that it will take steps to update this timetable if it appears at any stage that the Council will require an extension;</del>
72.2.1.1	<del>all relevant property details and descriptions (including images);</del>
72.2.1.2	<del>historical background and thematic analysis;</del>
72.2.1.3	<del>a statement of heritage value;</del>
72.2.1.4	<del>an assessment against the Local Heritage Criteria; and</del>
72.2.1.5	<del>the extent of listing (including any exclusions);</del>
72.2.2	<del>includes an analysis of historic themes of importance to the area; Investigations—an outline of the investigations and justifications that will be undertaken (and those that may have already been undertaken) and the form that those investigations will take in order to address the strategic and social, economic and environmental issues of the proposed amendment, or an explanation and summary of the investigations undertaken and how these support the amendment.</del>
72.2.3	<del>is prepared by a heritage architect, historian or person with similar qualifications, skills or experience; and</del>
72.2.4	<del>is otherwise prepared in accordance with any guidelines prepared and published by the Commission under Section 67(2)(c) of the PDI Act.</del>
72.3	<del>The power pursuant to clause 7(4) of PD2 in relation to a Code Amendment</del>

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	<u>which is intended to designate a tree (or stand of trees) as a significant tree (or trees), to provide a report which:</u>
72.3.1	<u>includes relevant details and descriptions of the tree or stand of trees (including images as necessary);</u>
72.3.2	<u>includes an assessment of the tree (or stand of trees) against the Significant Tree Criteria;</u>
72.3.3	<u>is prepared by an urban planner, arborist or person with qualifications, skills or experience relevant to the assessment in the report.</u>
<b>73.</b>	<b><u>Requirements in Relation to Preparation of the a Draft Proposal Code Amendment (Prior to Consultation) and Decision</u></b>
73.1	<u>The power pursuant to clause 8(1) of PD-2 to, prior to consultation occurring on a draft Code Amendment, to: prior to consultation, provide to the Department:</u>
73.1.1	<u>carry out investigations and obtain such information: instructions that set out the intent of the proposed policy amendment for the purposes of the Department writing the draft Code Policy for the Council;</u>
73.1.1.1	<u>as provided in the Proposal to Initiate approved by the Minister;</u>
73.1.1.2	<u>as required under any conditions imposed by the Minister under Section 73(5)(b) of the PDI Act; and</u>
73.1.1.3	<u>as specified by the Commission under Sections 73(6)(e) or 73(6)(f) of the PDI Act;</u>
73.1.2	<u>provide the Department with: any maps in an industry standard GIS format to enable the production version of mapping to be prepared and returned to the Council;</u>
73.1.2.1	<u>written instructions (in a form acceptable to the Department) that set out the intent of the proposed Code Amendment for the purposes of the Department writing the draft policy for inclusion in the draft Code Amendment; and</u>
73.1.2.2	<u>mapping instructions or a description of the Affected Area (in a form acceptable to the Department) in order to enable the Department to prepare and provide to the Designated Entity, mapping which is suitable for inclusion in the draft</u>

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<u>Code Amendment;</u>	
73.1.3	<u>prepare the draft Code Amendment in accordance with the approved Proposal to Initiate and any conditions imposed by the Minister under Section 73(5)(b) of the PDI Act and the requirements of this Practice Direction;</u>
73.1.4	<u>provide the Department with written instructions (in a form acceptable to the Department) to prepare the SA Planning Portal for consultation on the draft Code Amendment; and</u>
73.1.5	<u>provide the Department with the engagement plan prepared (and approved, if required) under these Practice Directions, for the purpose of the Department publishing the engagement plan on the SA Planning Portal.</u> <del>in relation to heritage lists a local heritage data sheet and a significant trees data sheet.</del>
73.2	<u>The power pursuant to clause 8(2) of PD2, where an engagement plan is amended during any period of consultation or at any time prior to finalisation of the engagement report under the Practice Directions, to provide the Department with the engagement plan (as updated) for the purpose of the Department publishing the updated engagement plan on the SA Planning Portal.</u> <del>if amendments are proposed to the consultation versions, to provide to the Department:</del>
	<del>73.2.1 instruction to write the amendments to the Code Policy;</del>
	<del>73.2.2 amendments to the maps in an industry standard GIS format to enable the production version of mapping to be prepared and returned to the Council.</del>
<b>74.</b>	<b><u>Requirements For a in Relation to Preparation of the Draft Code Amendment Proposal for Consultation</u></b>
74.1	The power pursuant to clause 9(1) of PD2 to, <del>for engagement purposes,</del> support a <del>draft e</del> <u>Code a</u> Amendment by the following information:
74.1.1	<del>an explanation of the current code policy as it applies to the Affected Area (at the time of preparation of the draft Code Amendment) about why and how the Code is proposed to be amended;</del>
74.1.2	<del>an explanation of the amendments to the Code policy proposed for the Affected Area; an assessment of the amendment against the relevant provisions of State Planning Policies and the relevant regional plan;</del>

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74.1.3	<u>an assessment of the strategic planning outcomes intended to be achieved through the draft Code Amendment, including an analysis of the consistency of the draft Code Amendment with the relevant provisions of State Planning Policies, the Regional Plan and any other relevant strategic plans; if any amendment is not fully consistent with the State Planning Policies or the region plan, to so specifically identify that and include an explanation setting out the reason or reasons for the inconsistency;</u>
74.1.4	<u>a summary and explanation of the investigations undertaken and how these support the draft Code Amendment; and an explanation and summary of the investigations undertaken and how these support the amendment;</u>
74.1.5	<u>an explanation of any infrastructure or services required to support development facilitated by the proposed Code Amendment, and an explanation of how and when provision that is required and how the infrastructure will be provided.</u>
<b>75.</b>	<b><u>Requirements in Relation to Complying Changes to the Code Under Section 75</u></b>
75.1	The power pursuant to clause 11(1) of PD2, in relation to a proposal to agree to a complying change <u>to the Code under Section 75 of the PDI Act</u> , to provide the following information to the <del>d</del> Department:
75.1.1	<u>description of the relevant recommendations in the Regional Plan which relate to the proposed Code Amendment, including any specific maps or other specific information which clearly and expressly identify the changes relevant to the proposed Code Amendment; a reference to the documentation and recommendation in relation to the proposed amendment in the relevant regional plan;</u>
75.1.2	a summary of <del>the any</del> consultation <u>which has occurred</u> in accordance with the Charter <del>that has occurred</del> in relation to the <del>proposal</del> <u>proposed Code Amendment or the relevant Regional Plan, including a copy of the engagement report including reference to the Engagement Report</u> prepared for the <del>relevant r</del> Regional <del>p</del> Plan and any additional consultation that has occurred <u>for the proposed Code Amendment;</u>
75.1.3	<u>written instructions (in a form acceptable to the Department) that set out the intent of the proposed Code Amendment policy amendment for the purposes of the dDepartment writing the draft Code Ppolicy for inclusion in the Council draft Code Amendment; and</u>
75.1.4	<u>mapping instructions or a description of the Affected Area (in a form</u>

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	<u>acceptable to the Department) in order to any maps in an industry standard GIS format to enable the Department to prepare and provide to the Designated Entity, mapping which is suitable for inclusion in the draft Code Amendment.</u> <del>production version of mapping to be prepared and returned to the Council.</del>
<b>76.</b>	<b><u>Requirements in Relation to Early Commencement of a Code Amendment Under Section 78</u></b>
76.1	The power pursuant to clause 12(1) of PD2, in relation to a request for <u>early commencement of a Code Amendment under Section 78 of the PDI Act</u> to <del>come into operation without delay, to</del> provide to the <del>d</del> Department:
76.1.1	<u>explanation, justification and evidence as necessary to demonstrate how early commencement of the Code Amendment is;</u> <del>an explanation about how early commencement is required to counter applications for undesirable development (development that would detract from, negate the object of the amendment) during consultation and consideration of the code amendment;</del>
76.1.1.1	<u>necessary in the interest of the orderly and proper development of an area of the state; and</u>
76.1.1.2	<u>required in order to counter applications for undesirable development (which should identify possible future development that would detract from or negate the object of the proposed Code Amendment) ahead of the outcome of consideration of the Code Amendment;</u>
76.1.2	<u>written instructions (in a form acceptable to the Department) that set out the intent of the proposed Code Amendment</u> <del>policy amendment for the purposes of the Department writing the draft Code Ppolicy for inclusion in the draft Code Amendment; and the Council;</del>
76.1.3	<u>mapping instructions or a description of the Affected Area (in a form acceptable to the Department) in order to enable the Department to prepare and provide to the Designated Entity, mapping which is suitable for inclusion in the draft Code Amendment.</u> <del>any maps in an industry standard GIS format to enable the production version of mapping to be prepared and returned to the Council.</del>

**STATE PLANNING COMMISSION PRACTICE DIRECTION – 3 (NOTIFICATION OF PERFORMANCE ASSESSED DEVELOPMENT APPLICATIONS) 2019**



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**77. Responsibility to Undertake Notification**

77.1 The power pursuant to clause 6(3)(b) of the State Planning Commission Practice Direction – 3 (Notification of Performance Assessed Development Applications) 2019 (**PD3**) to determine the relevant fee as being appropriate to cover the relevant authority's reasonable costs in giving public notice of the application under Section 107(3)(a)(ii) of the PDI Act.

**STATE PLANNING COMMISSION PRACTICE DIRECTION  
(COUNCIL INSPECTIONS) 2020**

**78. Mandatory Inspections**

78.1 The power pursuant to clause 2(2) of Part 2 of the State Planning Commission Practice Direction (Council Inspections) 2020 (**PD9**) to, in carrying out an inspection under PD9, take all reasonable steps to ensure each inspection includes an inspection and assessment of the following elements (elements), as may be present at the time of inspection:

78.1.1 primary structural elements;

78.1.2 structural framing and roof trusses;

78.1.3 wet areas and waterproofing;

78.1.4 barriers to prevent falls;

78.1.5 cladding;

78.1.6 egress provisions;

78.1.7 bushfire protection systems;

78.1.8 passive and active fire safety elements;

78.1.9 private bushfire shelters; and

78.1.10 performance solutions.

**79. Additional Inspections**

79.1 The power pursuant to clause 3(2) of Part 2 of PD9 to consider carrying out an inspection in addition to any specified in clause 2 of Part 2 of PD9 (additional inspections) if the delegate has information to indicate that the

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circumstances warrant it, having regard to the objects of PD9.

**80. Inspections Generally**

80.1 The power pursuant to clause 4(3) of Part 2 of PD9, in relation to building work listed in Schedule 7 of the General Regulations to consider if an additional inspection may be appropriate.

**81. General Requirements**

81.1 The power pursuant to clause 1(2) of Part 3 of PD9 to ensure that an inspection under PD9 and subsequent assessment of each of the applicable elements in clause 2(2) of Part 2 of PD9 is carried out by a person who has the appropriate qualifications, skills, knowledge and experience to carry out an inspection assigned to that officer under PD9.

**STATE PLANNING COMMISSION PRACTICE DIRECTION 10 (STAGED  
OCCUPATION OF MULTI-STOREY BUILDINGS) 2020**

**82. Conditions that Must be Met for the Staged Occupation of a Partially Completed Building**

82.1 The power pursuant to clause 5(2) of the State Planning Commission Practice Direction 10 (Staged Occupation of Multi-Storey Buildings 2020 (**PD10**)) to, agree to partial occupancy of a partially completed multistorey building.

**SCHEDULE OF CONDITIONS****CONDITIONS OR LIMITATIONS  
APPLICABLE TO DELEGATIONS  
CONTAINED IN THIS INSTRUMENT**

[Instructions for use: any conditions or limitations which apply to delegations under this Act should be inserted here – DELETE this note once conditions/limitations are entered. If no conditions apply insert 'NIL']

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
Nil	Nil

# Attachment B

## Amended Delegations – Planning, Development and Infrastructure Act 2016

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

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1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

**POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT**

<b>1. Environment and Food Production Areas – Greater Adelaide</b>
1.1 The power pursuant to Section 7(5)(a) of the Planning, Development and Infrastructure Act 2016 ( <b>the PDI Act</b> ), in relation to a proposed development in an environment and food production area that involves a division of land that would create 1 or more additional allotments to seek the concurrence of the Commission in the granting of the development authorisation to the development.
1.2 The power pursuant to Section 7(5)(d) of the PDI Act in relation to a proposed development in an environment and food production area that involves a division of land that would create one or more additional allotments, to, if the proposed development will create additional allotments to be used for residential development, refuse to grant development authorisation in relation to the proposed development.
<b>2. Related Provisions</b>
2.1 The power pursuant to Section 99(2)(b)(ii) of the PDI Act to, if appropriate, grant development approval in the case of Section 99(1)(d) of the PDI Act.
2.2 The power pursuant to Section 99(3) of the PDI Act where a proposed development is to be undertaken within the area of the Council, to, subject to the regulations, if appropriate, grant the final development approval after all elements of the development have been approved by one or more relevant authorities under Section 99 of the PDI Act.
<b>3. Matters Against Which Development Must be Assessed</b>
3.1 The power pursuant to Section 102(1) of the PDI Act to assess a development against and grant or refuse a consent in respect of the relevant provisions of the Building Rules ( <b>building consent</b> ).
3.2 The power pursuant to Section 102(8) of the PDI Act, when all relevant

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	consents have been granted in relation to a development, to in accordance with the PDI Act, indicate that the development is approved.
<b>4.</b>	<b>Building Consent</b>
4.1	The power pursuant to Section 118(1) of the PDI Act, if the Regulations provide that a form of building work complies with the Building Rules, to grant any such building work a building consent (subject to such conditions or exceptions as may be prescribed by the regulations).
4.2	The power pursuant to Section 118(2)(a) of the PDI Act to seek the concurrence of the Commission to grant a building consent in respect of a development that is at variance with the performance requirements of the Building Code or a Ministerial building standard.
4.3	The power pursuant to Section 118(2) of the PDI Act, subject to Section 118(6) of the PDI Act, to grant a building consent to a development that is at variance with the Building Rules if:
4.3.1	the variance is with a part of the Building Rules other than the Building Code or a Ministerial building standard and the delegate determines that it is appropriate to grant the consent despite the variance on the basis that the delegate is satisfied:
4.3.1.1	that:
	(a) the provisions of the Building Rules are inappropriate to the particular building or building work, or the proposed building work fails to conform with the Building Rules only in minor respects; and
	(b) the variance is justifiable having regard to the objects of the Planning and Design Code or the performance requirements of the Building Code or a Ministerial building standard (as the case may be) and would achieve the objects of this Act as effectively, or more effectively, than if the variance were not to be allowed; or
4.3.1.2	in a case where the consent is being sought after the development has occurred - that the variance is justifiable in the circumstances of the particular case.
4.4	The power pursuant to Section 118(4) of the PDI Act, to at the request or with the agreement of the applicant, refer proposed building work to the Commission for an opinion on whether or not it complies with the performance requirements of the Building Code or a Ministerial building standard.

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4.5	The power pursuant to Section 118(6) of the PDI Act if an inconsistency exists between the Building Rules and the Planning Rules in relation to a State heritage place or a local heritage place, to, in determining an application for building consent, ensure, so far as is reasonably practicable, that standards of building soundness, occupant safety and amenity are achieved in respect of the development that are as good as can reasonably be achieved in the circumstances.
4.6	The power pursuant to Section 118(7) of the PDI Act to seek and consider the advice of the Commission before imposing or agreeing to a requirement under Section 18(6) of the PDI Act that would be at variance with the performance requirements of the Building Code or a Ministerial building standard.
4.7	The power pursuant to Section 118(8) of the PDI Act, to, subject to the PDI Act, accept that proposed building work complies with the Building Rules to the extent that:
4.7.1	such compliance is certified by the provision of technical details, particulars, plans, drawings or specifications prepared and certified in accordance with the regulations; or
4.7.2	such compliance is certified by a building certifier.
4.8	The power pursuant to Section 118(10) of the PDI Act to refuse to grant a consent in relation to any development if, as a result of that development, the type or standard of construction of a building of a particular classification would cease to conform with the requirements of the Building Rules for a building of that classification
4.9	The power pursuant to Section 118(11) of the PDI Act, if a relevant authority decides to grant building consent in relation to a development that is at variance with the Building Rules, to, subject to the regulations, in giving notice of the relevant authority's decision on the application for that consent, specify (in the notice or in an accompanying document):
4.9.1	the variance; and
4.9.2	the grounds on which the decision is being made.
<b>5.</b>	<b>Application and Provision of Information</b>
5.1	The power pursuant to Section 119(1)(b) of the PDI Act to require an application to the relevant authority for the purposes of Part 7 of the PDI Act, to include any information as the delegate may reasonably require.
5.2	The power pursuant to Section 119(3) of the PDI Act to request an applicant:
5.2.1	to provide such additional documents, assessments or information

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	(including calculations and technical details) as the delegate may reasonably require to assess the application;
5.2.2	to remedy any defect or deficiency in any application or accompanying document or information required by or under the PDI Act;
5.2.3	to consult with an authority or body prescribed by the regulations;
5.2.4	to comply with any other requirement prescribed by the regulations.
<u>5.3</u>	<u>The power pursuant to Section 119(6)(b) of the PDI Act if a request is made under Section 119(3) of the PDI Act and the request is not complied with within the time specified by the Regulations, subject to Section 119(6)(b)(ii), to refuse the application.</u>
<u>5.35.4</u>	The power pursuant to Section 119(7) of the PDI Act to, in dealing with an application that relates to a regulated tree, consider that special circumstances apply.
<u>5.45.5</u>	The power pursuant to Section 119(9) of the PDI Act to:
<u>5.4.15.5.1</u>	permit an applicant:
<u>5.4.1.15.5.1.1</u>	to vary an application;
<u>5.4.1.25.5.1.2</u>	to vary any plans, drawings, specifications or other documents that accompanied an application,
	(provided that the essential nature of the proposed development is not changed);
<u>5.4.25.5.2</u>	permit an applicant to lodge an application without the provision of any information or document required by the regulations;
<u>5.4.35.5.3</u>	to the extent that the fee is payable to the relevant authority waive payment of whole or part of the application fee, or refund an application fee (in whole or in part);
<u>5.4.45.5.4</u>	if there is an inconsistency between any documents lodged with the relevant authority for the purposes of Part 7 of the PDI Act (whether by an applicant or any other person), or between any such document and a development authorisation that has already been given that is relevant in the circumstances, return or forward any document to the applicant or to any other person and determine not to finalise the matter until any specified matter is resolved, rectified or addressed.
<u>5.55.6</u>	The power pursuant to Section 119(10) of the PDI Act to grant a permission



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	under Section 119(9) of the PDI Act unconditionally or subject to such conditions as the delegate thinks fit.
	<del>5.65.7</del> The power pursuant to Section 119(12) of the PDI Act to, in a consent, provide for, or envisage, the undertaking of development in stages, with separate consents or approvals for the various stages.
	<del>5.75.8</del> The power pursuant to Section 119(14) of the PDI Act to if an applicant withdraws an application to determine to refund the application fee.
<b>6.</b>	<b>Outline Consent</b>
6.1	The power pursuant to Section 120(1) of the PDI Act and subject to Section 120 of the PDI Act, to on application, grant a consent in the nature of an outline consent.
6.2	The power pursuant to Section 120(3) of the PDI Act if an outline consent is granted and a subsequent application is made with respect to the same development (subject to any variations allowed by a practice direction) to:
6.2.1	grant any consent contemplated by the outline consent; and
6.2.2	not impose a requirement that is inconsistent with the outline consent.
<b>7.</b>	<b>Referrals to Other Authorities or Agencies</b>
7.1	The power pursuant to Section 122(1) of the PDI Act, where an application for consent to, or approval of, a proposed development of a prescribed class is to be assessed by a relevant authority, to:
7.1.1	refer the application, together with a copy of any relevant information provided by the applicant, to a body prescribed by the regulations (including, if so prescribed, the Commission); and
7.1.2	not make a decision until the relevant authority has received a response from that prescribed body in relation to the matter or matters for which the referral was made
	where the regulations so provide, subject to Section 122 of the PDI Act.
7.2	The power pursuant to Section 122(5)(b) of the PDI Act, acting by direction of a prescribed body:
7.2.1	to refuse the application; or
7.2.2	consent to or approve the development and impose such conditions as the prescribed body thinks fit, (subject to any specific limitation under another Act as to the conditions that may be imposed by the

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	prescribed body)  where the regulations so provide.
7.3	The power pursuant to Section 122(7) of the PDI Act, if the relevant authority is directed by a prescribed body to refuse an application and the refusal is the subject of an appeal under the PDI Act, to apply for the relevant authority to be joined as a party to the proceedings.
7.4	The power pursuant to Section 122(10) of the PDI Act to, if requested by an applicant, defer a referral under Section 122 of the PDI Act to a particular stage in the process of assessment.
<b>8.</b>	<b>Proposed Development Involving Creation of Fortifications</b>
8.1	The power pursuant to Section 124(1) of the PDI Act, if the delegate has reason to believe that a proposed development may involve the creation of fortifications, to refer the application for consent to, or approval of, the proposed development to the Commissioner of Police (the Commissioner).
8.2	The power pursuant to Section 124(5) of the PDI Act, if the Commissioner determines that the proposed development involves the creation of fortification, to:
8.2.1	if the proposed development consists only of the creation of fortifications – refuse the application;
8.2.2	in any other case – impose conditions in respect of any consent to or approval of the proposed development prohibiting the creation of the fortification.
8.3	The power pursuant to Section 124(6) of the PDI Act, if the relevant authority acting on the basis of a determination of the Commissioner under Section 124(2) of the PDI Act refuses an application or imposes conditions in respect of a development authorisation, to notify the applicant that the application was refused, or the conditions imposed, on the basis of a determination of the Commissioner under Section 124 of the PDI Act.
8.4	The power pursuant to Section 124(7) of the PDI Act, if a refusal or condition referred to in Section 124(5) of the PDI Act is the subject of an appeal under the PDI Act, to apply to the Court to be joined as a party to the appeal.
<b>9.</b>	<b>Determination of Application</b>
9.1	The power pursuant to Section 126(1) of the PDI Act to, on making a decision on an application under Part 7 of the PDI Act, give notice of the decision in accordance with the regulations (and, in the case of a refusal, to include in the notice the reasons for the refusal and any appeal rights that exist under

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	the PDI Act).
9.2	The power pursuant to Section 126(3) of the PDI Act to, on the delegate's own initiative or on the application of a person who has the benefit of any relevant development authorisation, extend a period prescribed under Section 126(2) of the PDI Act.
<b>10.</b>	<b>Conditions</b>
10.1	The power pursuant to Section 127(1) of the PDI Act to make a decision subject to such conditions (if any) as the delegate thinks fit to impose in relation to the development.
10.2	The power pursuant to Section 127(2)(c) of the PDI Act to vary or revoke a condition in accordance with an application under Part 7 of the PDI Act.
<b>11.</b>	<b>Variation of Authorisation</b>
11.1	The power pursuant to Section 128(2)(d) of the PDI Act to approve an application for a variation to a development authorisation previously given under the PDI Act, which seeks to extend the period for which the relevant authorisation remains operative.
<b>12.</b>	<b>Saving Provisions</b>
12.1	The power pursuant to Section 133(3) of the PDI Act to, in order to avoid or reduce hardship, extend the limitation period referred to in Section 133(2) of the PDI Act.
<b>13.</b>	<b>Requirement to Up-grade</b>
13.1	The power pursuant to Section 134(1) of the PDI Act to form the opinion that the building is unsafe, structurally unsound or in an unhealthy condition.
13.2	The power pursuant to Section 134(1) of the PDI Act, if:
13.2.1	an application for a building consent relates to:
13.2.1.1	building work in the nature of an alteration to a building constructed before the date prescribed by regulation for the purposes of Section 134(1) of the PDI Act; or
13.2.1.2	a change of classification of a building; and
13.2.2	the building is, in the opinion of the delegate, unsafe, structurally unsound or in an unhealthy condition,
	to require that building work that conforms with the requirements of the Building Rules be carried out to the extent reasonably necessary to ensure

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	that the building is safe and conforms to proper structural and health standards.
13.3	The power pursuant to Section 134(2) of the PDI Act, when imposing a requirement under Section 134(1) of the PDI Act, to specify (in reasonable detail) the matters under Section 134(1)(b) of the PDI Act that must, in the opinion of the delegate, be addressed.
13.4	The power pursuant to Section 134(3) of the PDI Act to impose a requirement under Section 134(1) of the PDI Act:
13.4.1	subject to Section 134(3)(b) of the PDI Act - on the basis that the relevant matters must be addressed as part of the application before the relevant authority will grant building consent; and
13.4.2	in cases prescribed by the regulations - as a condition of the building consent that must be complied with within a prescribed period after the building work to which the application for consent relates is completed
13.5	The power pursuant to Section 134(4) of the PDI Act if:
13.5.1	an application is made for building consent for building work in the nature of an alteration of a class prescribed by the regulations; and
13.5.2	the delegate is of the opinion that the affected part of the building does not comply with the performance requirements of the Building Code or a Ministerial building standard in relation to access to buildings, and facilities and services within buildings, for people with disabilities,
	to require that building work or other measures be carried out to the extent necessary to ensure that the affected part of the building will comply with those performance requirements of the Building Code or the Ministerial building standard (as the case may be).
13.6	The power pursuant to Section 134(5) of the PDI Act to impose a requirement under Section 134(4) of the PDI Act:
13.6.1	subject to Section 134(5)(b) of the PDI Act - on the basis that the building work or other measures to achieve compliance with the relevant performance requirements must be addressed before the relevant authority will grant building consent; and
13.6.2	in cases prescribed by the regulations - as a condition of the building consent that must be complied with within a prescribed period after the building work to which the application for consent relates is completed.

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<b>14. Urgent Building Work</b>
14.1 The power pursuant to Section 135(2)(d) of the PDI Act to issue any direction.
<b>15. Cancellation of Development Authorisation</b>
15.1 The power pursuant to Section 143(1) of the PDI Act to, on the application of a person who has the benefit of the authorisation, cancel a development authorisation previously given by the relevant authority.
15.2 The power pursuant to Section 143(2) of the PDI Act to make a cancellation under Section 143(1) of the PDI Act subject to such conditions (if any) as the delegate thinks fit to impose.
<b>16. Professional Advice to be Obtained in Relation to Certain Matters</b>
16.1 The power pursuant to Section 235(1) of the PDI Act, to, in the exercise of a prescribed function, rely on a certificate of a person with prescribed qualifications.
16.2 The power pursuant to Section 235(2) of the PDI Act to seek and consider the advice of a person with prescribed qualifications, or a person approved by the Minister for that purpose, in relation to a matter arising under the PDI Act that is declared by regulation to be a matter on which such advice should be sought.
<b>17. Continuation of Processes</b>
17.1 The power pursuant to Clause 18(2) of Schedule 8 of the PDI Act, to:
17.1.1 adopt any findings or determinations of a relevant authority under the repealed Act that may be relevant to an application to which Clause 18(1) of Schedule 8 of the PDI Act applies; and
17.1.2 adopt or make any decision (including a decision in the nature of a determination), direction or order in relation to an application to which Clause 18(1) of Schedule 8 of the PDI Act applies; and
17.1.3 deal with any matter that is subject to a reserved decision under the repealed Act before the designated day; and
17.1.4 deal with any requirement or grant any variation imposed or proposed in connection with an application to which Clause 18(1) of Schedule 8 of the PDI Act applies; and
17.1.5 take any other step or make any other determination authorised by the regulations, or that is reasonably necessary to promote or ensure a smooth transition on account of the transfer of functions, powers or

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duties under Clause 18 of Schedule 8 of the PDI Act.

**PLANNING, DEVELOPMENT AND INFRASTRUCTURE (GENERAL)  
REGULATIONS 2017**

<b>18. Accredited Professionals</b>
18.1 The power pursuant to Regulation 25(7)(c) of the Planning, Development and Infrastructure (General) Regulations 2017 ( <b>the General Regulations</b> ) to form the opinion and be satisfied, on the basis of advice received from the accreditation authority under the Planning, Development and Infrastructure (Accredited Professionals) Regulations 2019, a relevant professional association, or other relevant registration or accreditation authority, that a person has engineering or other qualifications that qualify the person to act as a technical expert under Regulation 25 of the General Regulations.
<b>19. Verification of Application</b>
19.1 The power pursuant to Regulation 31(1) of the General Regulations, on the receipt of an application under Section 119 of the PDI Act, and in addition to any other requirement under the General Regulations, to, in order to ensure that an application has been correctly lodged and can be assessed in accordance with the PDI Act:
19.1.1 determine the nature of the development; and
19.1.2 if the application is for planning consent - determine:
19.1.2.1 whether the development involves 2 or more elements and, if so, identify each of those elements for the purposes of assessment against the provisions of the Planning and Design Code; and
19.1.2.2 the category or categories of development that apply for the purposes of development assessment; and
19.1.3 determine whether the relevant authority is the correct entity to assess the application under the PDI Act; and
19.1.4 if the relevant authority is the correct entity to assess the application (or any part of the application):
19.1.4.1 check that the appropriate documents and information have been lodged with the application; and
19.1.4.2 confirm the fees required to be paid at that point under the

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	<i>Planning, Development and Infrastructure (Fees, Charges and Contributions) Regulations 2019; and</i>
19.1.4.3	provide an appropriate notice via the SA planning portal; and
19.1.5	if the relevant authority is not the correct entity to assess the application (or any part of the application):
19.1.5.1	provide the application (or any relevant part of the application), and any relevant plans, drawings, specifications and other documents and information in its possession, to the entity that the delegate considers to be the correct relevant authority in accordance with any practice direction; and
19.1.5.2	provide an appropriate notice via the SA planning portal.
<b>20.</b>	<b>Amended Applications</b>
20.1	The power pursuant to Regulation 35(3) of the General Regulations if an application is varied following referral under Division 2 or giving of notice under Division 3, to, if the variations are not substantial, consider the application without the need to repeat an action otherwise required under Division 2 or Division 3.
20.2	The power pursuant to Regulation 35(4) of the General Regulations if a variation would change the essential nature of a proposed development (as referred to in Section 119(9)(a) of the PDI Act), to agree with the applicant to proceed with the variation on the basis that the application (as so varied) will be treated as a new application under the General Regulations.
<b>21.</b>	<b>Withdrawing/Lapsing Applications</b>
21.1	The power pursuant to Regulation 38(1) of the General Regulations if an application is withdrawn by the applicant under Section 119(14) of the PDI Act, to notify:
21.1.1	any agency to which the application has been referred under Division 2 of the General Regulations; and
21.1.2	any person who has made a representation in relation to the application under Division 3 of the General Regulations,
	of the withdrawal.
<u>21.2</u>	<u>The power pursuant to Regulation 38(2) of the General Regulations to lapse an application for a development authorisation under Part 7 of the PDI Act if at least one year has passed since the date on which the application was</u>

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<u>lodged with the relevant authority.</u>	
<u>21.2.21.3</u> The power pursuant to Regulation 38(3) of the General Regulations before taking action to lapse an application under Regulation 38(2) of the General Regulations to:	
<u>21.2.21.3.1</u> take reasonable steps to notify the applicant of the action under consideration; and	
<u>21.2.21.3.2</u> allow the applicant a reasonable opportunity to make submissions to the delegate (in a manner and form determined by the delegate) about the proposed course of action.	
<b>22. Court Proceedings</b>	
22.1	The power pursuant to Regulation 40 of the General Regulations to, subject to Section 214(14) of the PDI Act, by notice in writing to the applicant, decline to deal with the application until any proceedings under the PDI Act have been concluded.
<b>23. Additional Information or Amended Plans</b>	
23.1	The power pursuant to Regulation 42(1) of the General Regulations if the relevant authority has referred an application to a prescribed body under Division 1 of the General Regulations and the relevant authority subsequently receives additional information, or an amended plan, drawing or specification, which is materially relevant to the referral, or to any report obtained as part of the referral process, to repeat the referral process.
<b>24. Building Matters</b>	
24.1	The power pursuant to Regulation 45(1) of the General Regulations to, if, in assessing an application for building consent, the delegate considers that:
24.1.1	a proposed performance solution within the meaning of the Building Code requires assessment against a performance requirement of the Building Code which provides for the intervention of a fire authority; or
24.1.2	the proposed development is at variance with a performance requirement of the Building Code which provides for the intervention of a fire authority; or
24.1.3	special problems for fire fighting could arise due to hazardous conditions of a kind described in Section E of the Building Code,
refer the application to the relevant fire authority for comment and report unless the fire authority indicates to the relevant authority that a referral is not	



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	required.
24.2	The power pursuant to Regulation 45(2) of the General Regulations, if a report is not received from the fire authority on a referral under Regulation 45(1) of the General Regulations within 20 business days, to presume that the fire authority does not desire to make a report.
24.3	The power pursuant to Regulation 45(3) of the General Regulations to have regard to any report received from a fire authority under Regulation 45 of the General Regulations.
24.4	The power pursuant to Regulation 45(4) of the General Regulations, if, in respect of an application referred to a fire authority under Regulation 45 of the General Regulations, the fire authority:
24.4.1	recommends against the granting of building consent; or
24.4.2	concurs in the granting of consent on conditions specified in its report,
	but the delegate:
24.4.3	proposes to grant building consent despite a recommendation referred to in Regulation 45(4)(a) of the General Regulations; or
24.4.4	does not propose to impose the conditions referred to in Regulation 45(b) of the General Regulations, or proposes to impose the conditions in varied form, on the grant of consent,
	to:
24.4.5	refer the application to the Commission; and
24.4.6	not grant consent unless the Commission concurs in the granting of the consent.
24.5	The power pursuant to Regulation 45(5) of the General Regulations to provide to the Commission a copy of any report received from a fire authority under Regulation 45(1) of the General Regulations that relates to an application that is referred to the Commission under the PDI Act.
<b>25.</b>	<b>Notice of Decision (Section 126(1))</b>
25.1	The power pursuant to Regulation 57(4)(a) of the General Regulations to endorse a set of any approved plans and other relevant documentation with an appropriate form of authentication.
<b>26.</b>	<b>Consideration of Other Development Authorisations</b>

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26.1	The power pursuant to Regulation 60 of the General Regulations, to, in deciding whether to grant a development authorisation, take into account any prior development authorisation that relates to the same proposed development under the PDI Act, and any conditions that apply in relation to that prior development authorisation.
<b>27.</b>	<b>Certificate of Independent Technical Expert in Certain Cases</b>
27.1	The power pursuant to Regulation 61(4)(c) of the General Regulations to form the opinion and be satisfied on the basis of advice received from the accreditation authority under the Planning, Development and Infrastructure (Accredited Professionals) Regulations 2019, a relevant professional association, or another relevant registration or accreditation authority, that a person has engineering or other qualifications, qualify the person to act as a technical expert under this regulation.
<b>28.</b>	<b>Urgent Work</b>
28.1	The power pursuant to Regulation 63(1) of the General Regulations to,
28.1.1	determine a telephone number determined for the purposes of Regulation 63(1)(a) of the General Regulations; and
28.1.2	determine the email address for the purposes of Regulation 63(1)(b) of the General Regulations.
28.2	The power pursuant to Regulation 63(2) of the General Regulations to, for the purposes of Section 135(2)(c) of the PDI Act, allow a longer period.
28.3	The power pursuant to Regulation 63(3) of the General Regulations to, for the purposes of Section 135(2)(c) of the PDI Act, allow a longer period.
<b>29.</b>	<b>Variation of Authorisation (Section 128)</b>
29.1	The power pursuant to Regulation 65(1)(a) of the General Regulations to, for the purposes of Section 128(2)(b) of the PDI Act, if a person requests the variation of a development authorisation previously given under the Act (including by seeking the variation of a condition imposed with respect to the development authorisation) to form the opinion and be satisfied that the variation is minor in nature, and approve the variation.
<b>30.</b>	<b><u>Construction Industry Training Fund</u></b>
<b>30.1</b>	<b><u>The power pursuant to Regulation 99(4) of the General Regulations, if after assessing a proposed development against the building rules the delegate is yet to be satisfied that the appropriate levy has been paid under the Construction Industry Training Fund Act 1993 or is not payable, to notify the applicant that the delegate cannot issue a building consent until the delegate</u></b>

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<u>is satisfied that the levy has been paid or is not payable.</u>
<u>30.2 The power pursuant to Regulation 99(5) of the General Regulations, if a notification has been given under Regulation 99(4) of the General Regulations and if satisfactory evidence is not provided to the delegate within 20 business days after the date of the notification to, if the delegate thinks fit, determine that the application has lapsed.</u>
<u>30.31. Plans for Building Work</u>
<u>30.131.1</u> The power pursuant to Clause 4(3) of Schedule 8 of the General Regulations, in relation to an application for building consent for development consisting of or involving an alteration to a building, if:
<u>30.1.131.1.1</u> the applicant is applying for a change in the classification of the building to a classification other than Class 10 under the Building Code; or
<u>30.1.231.1.2</u> the building was erected before 1 January 1974 and the applicant is applying for a classification other than Class 10 under the Building Code to be assigned to the building,
to require the application to be accompanied by such details, particulars, plans, drawings, specifications and other documents (in addition to the other documents required to accompany the application) as the delegate reasonably requires to show that the entire building will, on completion of the building work, comply with the requirements of the PDI Act and the General Regulations for a building of the classification applied for or with so many of those requirements as will ensure that the building is safe and conforms to a proper structural standard.

**PLANNING, DEVELOPMENT AND INFRASTRUCTURE (FEES, CHARGES AND CONTRIBUTIONS) REGULATIONS 2019**

<u>31.32. Calculation or Assessment of Fees</u>
<u>31.132.1</u> The power pursuant to Regulation 5(1) of the PDI (Fees, Charges and Contributions) Regulations 2019 ( <b>the Fees Regulations</b> ) in relation to an application which is duly lodged with the Council under a related set of regulations (including via the SA planning portal):
<u>31.1.132.1.1</u> to require the applicant to provide such information as the delegate may reasonably require to calculate any fee payable under the Fees Regulations or a related set of regulations; and
<u>31.1.232.1.2</u> to make any other determination for the purposes of the Fees Regulations or a related set of regulations (even if the Council is not

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a relevant authority).
<del>31.2</del> <u>32.2</u> The power pursuant to Regulation 5(2) of the Fees Regulations, if the delegate is acting under Regulation 5(1) of the Fees Regulations, or as the delegate of a relevant authority, believes that any information provided by an applicant is incomplete or inaccurate, to calculate any fee on the basis of estimates made by the delegate.
<del>31.3</del> <u>32.3</u> The power pursuant to Regulation 5(3) of the Fees Regulations to, at any time, and despite an earlier calculation or acceptance of an amount in respect of the fee, reassess a fee payable under the Fees Regulations or a related set of regulations.
<del>32.33.</del> <b>Waiver or Refund of Fee</b>
<del>32.1</del> <u>33.1</u> The power pursuant to Regulation 7 of the Fees Regulations to, as the delegate considers appropriate to do so:
<del>32.1.1</del> <u>33.1.1</u> waive the payment of the fee, or the payment of part of the fee; or
<del>32.1.2</del> <u>33.1.2</u> refund the whole or a part of the fee.

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**SCHEDULE OF CONDITIONS**

**CONDITIONS OR LIMITATIONS**  
**APPLICABLE TO DELEGATIONS**  
**CONTAINED IN THIS INSTRUMENT**

[Instructions for use: any conditions or limitations which apply to delegations under this Act should be inserted here – DELETE this note once conditions/limitations are entered. If no conditions apply insert 'NIL']

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
Nil	Nil

## 11.9 COMMUNITY VISITORS SCHEME FUNDING AGREEMENT

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**REPORT AUTHOR:** Manager, Community Services  
**GENERAL MANAGER:** General Manager, Governance and Community Affairs  
**CONTACT NUMBER:** 8366 4600  
**FILE REFERENCE:** qA2061  
**ATTACHMENTS:** A

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### PURPOSE OF REPORT

The purpose of this report is to present the Federal Government's *Deed of Variation* for the *Community Visitors Scheme* for the Council's consideration and endorsement.

### BACKGROUND

The *Community Visitors Scheme* (CVS) is a national program that provides companionship to socially isolated citizens living in Federal Government Subsidised Residential Aged Care Facilities. The program is resourced through Volunteers who are matched to a resident or group of residents. The Volunteer visits the resident on a regular basis. The provision of a visitor to socially isolated residents in Residential Aged Care Facilities has been shown to assist to help increase the resident's sense of well-being by making them feel valued and respected.

The Council has been an auspice for the CVS program since April 1999. The program is funded by the Federal Department of Health. The Council is funded to provide and manage a total of fifty (50) Community Visitors across nineteen (19) Residential Aged Care Facilities based in the Local Government areas of the City of Norwood Payneham & St Peters, City of Burnside and Campbelltown City Council.

The CVS Funding agreement is made up of the *Commonwealth Standards Grant Agreement* and the *Deed of Variation in relation to the Community Visitors Scheme*. Both documents provide the expected outcomes for the use of the funds. The current funding agreement will terminate on 30 June 2021. The Deed of Variation has been issued to extend the funding for the period 1 July 2021 to 30 June 2022. This report seeks the Council's endorsement of the new Deed of Variation.

A copy of the *Deed of Variation in relation to the Community Visitors Scheme* and the *Commonwealth Standards Grant Agreement* is contained within **Attachment A**.

### RELEVANT STRATEGIC DIRECTIONS & POLICIES

The relevant goals contained within *CityPlan 2030* are:

Outcome 1 Social Equity  
Objective 1.1 Convenient and accessible services, information and facilities

The Community Visitors Scheme provides an important service for socially isolated citizens residing in Residential Aged Care Facilities by providing them with companionship and a connection to the wider community.

### FINANCIAL AND BUDGET IMPLICATIONS

Funding for the CVS program is provided for a twelve (12) month period. This grant provides \$72,984.43 for the period 1 July 2021 to 30 June 2022, which will cover 100% of the total costs of the program.

The Council's endorsement of the Funding Agreement will secure funding to enable the Council to continue to provide services for the 2021-2022 financial year. It is expected that the first instalment of payment will be received after the funding Agreement has been finalised.

## DISCUSSION

The Council's Funding Agreement for the Community Visitors Scheme will terminate on 30 June 2021. The Deed of Variation has been offered for the Community Visitors Scheme which will extend the funding for the period 1 July 2021 to 30 June 2022. To ensure the Council receives the Funding for CVS the *Deed of Variation in relation to the Community Visitors Scheme* must be signed and sealed in accordance with the federal Department of Health requirements.

## RECOMMENDATION

1. That the Federal Government's *Commonwealth Standard Grant Agreement* and the *Deed of Variation in relation to the Community Visitors Scheme* be endorsed.
2. That the Mayor and Chief Executive Officer be authorised to sign and seal the Deed of Variation in relation to the Community Visitors Scheme as contained within **Attachment A**.

## **Attachments – Item 11.9**



# Attachment A

## Community Visitors Scheme Funding Agreement

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**



# Australian Government

## Department of Health

<b>Organisation ID:</b>	1-5U9-46
<b>Agreement ID:</b>	4-858M4JM
<b>Program Schedule ID:</b>	4-9T4DP7C

### Deed of Variation in relation to Community Visitors Scheme

#### 1. Date

This Deed is made on

#### 2. Parties

This Deed is made between:

1. The Commonwealth, as represented by Department of Health, ABN 83 605 426 759 (the 'Commonwealth'); and
2. City of Norwood Payneham & St Peters, ABN 11 390 194 824 (the 'Grantee').

#### 3. Context

- A. The Parties entered in an agreement on 17 December 2018 under which the Commonwealth gave a Grant to the Grantee for Community Visitors Scheme (the 'Agreement').
- B. The Parties have agreed to amend the Agreement on the terms and conditions contained in this Deed.

#### 4. Amendments

With effect from the date of execution of this Deed, the Agreement is amended:

Funding for existing Activities under this Agreement is adjusted as per the table below. This table shows only those existing Activities with funding varied under this Deed:

Activity Name	Activity Id	Financial Year	Current Grant Amount (excl. GST)	Variation Amount (excl. GST)	New Total Grant Amount (excl. GST)
CVS Residential Care	4-9W8BDIK	2018-2019	\$35,000.00	\$0.00	\$35,000.00
CVS Residential Care	4-9W8BDIK	2019-2020	\$70,000.00	\$0.00	\$70,000.00
CVS Residential Care	4-9W8BDIK	2020-2021	\$70,000.00	\$0.00	\$70,000.00
CVS Residential Care	4-9W8BDIK	2021-2022	\$0.00	\$72,984.43	\$72,984.43
<b>Total</b>			<b>\$175,000.00</b>	<b>\$72,984.43</b>	<b>\$247,984.43</b>

Revised payment amounts, reporting milestones and other detailed amendments resulting from this Deed are described in the Program Schedule, including any attachments, enclosed.

## **5. Entire agreement and interpretation**

- 5.1 The parties confirm all the other provisions of the Agreement and, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect.
- 5.2 This Deed and the Agreement, when read together, contain the entire agreement of the parties with respect to the parties' rights and obligations under the Agreement.
- 5.3 Unless otherwise specified or the context otherwise requires, terms that are defined in the Agreement have the same meaning in this Deed.

**Signatures**

<b>Organisation ID:</b>	1-5U9-46
<b>Agreement ID:</b>	4-858M4JM
<b>Program Schedule ID:</b>	4-9T4DP7C

**Executed as a deed**

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia by the relevant Delegate, represented by and acting through Department of Health, ABN 83 605 426 759 in the presence of:

---

(Name of Departmental Representative)

---

(Signature of Departmental Representative)

.../.../.....

---

(Position of Departmental Representative)

---

(Name of Witness in full)

---

(Signature of Witness)

.../.../.....

Signed, sealed and delivered by City of Norwood Payneham & St Peters, ABN 11 390 194 824 in accordance with its rules, and who warrants that he/she is authorised to sign this Deed:

---

(Name and position held by Signatory)

---

(Signature)

.../.../.....

---

(Name and position held by second Signatory/Name of Witness)

---

(Signature of second Signatory/Witness)

.../.../.....

## Explanatory notes on the signature block

- If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.
- If you are a **company**, generally two signatories are required – the signatories can be two Directors or a Director and the Company Secretary. Affix your **Company Seal**, if required by your Constitution.
- If you are a **company with a sole Director/Secretary**, the Director/Secretary is required to be the signatory in the presence of a witness (the witness date must be the same as the signatory date). Affix your **Company Seal**, if required by your Constitution.
- If you are a **partnership**, the signatory must be a partner with the authority to sign on behalf of all partners receiving the grant. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are an **individual**, you must sign in the presence of a witness (the witness date must be the same as the signatory date).
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).
- If you are a **trustee of a Trust**, the signatory must be a trustee (NOT the Trust) – as the trustee is the legal entity entering into the Agreement. If requested by you, the words ‘as trustee of the XXX Trust’ could be included at the end of the name.

## Schedule – Amendments to the Agreement

- *The Program Schedule 4-9T4DP7C is deleted and replaced with the updated Program Schedule 4-9T4DP7C enclosed.*



**Australian Government**  

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**Department of Health**

**Commonwealth  
Standard Grant Agreement**

between

the Commonwealth represented by

Department of Health

and

City of Norwood Payneham & St Peters

## Grant Agreement 4-858M4JM

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

### Parties to this Agreement

#### The Grantee

<b>Full legal name of Grantee</b>	City of Norwood Payneham & St Peters
<b>Legal entity type (e.g. individual, incorporated association, company, partnership etc)</b>	Local Government
<b>Trading or business name</b>	City of Norwood Payneham & St Peters
<b>Any relevant licence, registration or provider number</b>	
<b>Australian Company Number (ACN) or other entity identifiers</b>	
<b>Australian Business Number (ABN)</b>	11 390 194 824
<b>Registered for Goods and Services Tax (GST)</b>	Y
<b>Date from which GST registration was effective</b>	
<b>Registered office (physical)</b>	175 The Parade, NORWOOD SA 5067
<b>Relevant business place (if different)</b>	
<b>Telephone</b>	08 8663 4600
<b>Fax</b>	08 8332 6338
<b>Email</b>	rbusolin@npsp.sa.gov.au

#### The Commonwealth

The Commonwealth of Australia represented by Department of Health  
 23 Furzer Street PHILLIP ACT 2606  
 ABN 83 605 426 759

#### Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.



## Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire Agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, Agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

## Grant Details

<b>Organisation ID:</b>	1-5U9-46
<b>Agreement ID:</b>	4-858M4JM
<b>Schedule ID:</b>	4-9T4DP7C

### A. Purpose of the Grant

The purpose of the Grant is to:

Contribute to the Ageing and Aged Care Outcome which aims to improve wellbeing for older Australians through targeted support, access to quality care and related information services.

The objective of this grant is to fund organisations to provide one-on-one visits or group visits to consumers of Australian Government subsidised residential aged care, and one-on-one visits to consumers of Australian Government subsidised home care packages.

This Grant is being provided under, and these Grant Details form part of, the Agreement between the Commonwealth and the Grantee.

The Grant is being provided as part of the Community Visitors Scheme program.

## CVS Residential Care - 4-9W8BDIK

### B. Grant Activity

#### Deliver Community Visitors Scheme One-on-One and/or Group Residential Visits

In accordance with the Community Visitors Scheme Grant Opportunity Guidelines Activity 2.

#### Performance Indicators

The Activity will be measured against the following Performance Indicator/s:

Performance Indicator Description	Measure
PI1 Percentage of active visitors achieved annually (an active visit is the equivalent of one volunteer providing at least 20 visits per year).	>90%
PI2 Number of nominated aged care planning region/s that received a one-on-one and/or group visit/s	None Specified
PI3 The number of nominated special needs groups in the approved Activity Workplan that received a one-on-one and/or group visit/s.	None Specified

#### Location Information

The Activity will be delivered from the following site location/s:

	Location Type	Name	Address
1	Direct Funded	City of Norwood Payneham & St Peters	175 The Parade NORWOOD SA 5067

#### Service Area Information

The Activity will service the following service area/s:

	Type	Service Area
1	Aged Care Planning Region (2015)	Metropolitan East (SA)

### C. Duration of the Grant

The Activity starts on 1 January 2019.

The Activity (other than the provision of any final reports) ends on 30 June 2022, which is the Activity's Completion Date.

The Agreement ends on 31 October 2022 or when the Grantee has provided all of the reports and repaid any Grant amount as required under this Agreement.

### D. Payment of the Grant

The total amount of the Grant is \$247,984.43\* (GST exclusive).

A break down by Financial Year is below:

Financial Year	Amount * (excl. GST)
2018-2019	\$35,000.00
2019-2020	\$70,000.00

2020-2021	\$70,000.00
2021-2022	\$72,984.43

\*This amount may include Social, Community, Home Care and Disability Services Industry Award 2010 Supplementation (SACS).

The Grantee must ensure that the Grant is held in an account in the Grantee's name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.

The Grantee's nominated bank account into which the Grant is to be paid is:

<b>BSB Number</b>	015-310
<b>Financial Institution</b>	Norwood 192 The Parade ANZ
<b>Account Number</b>	833637487
<b>Account Name</b>	City of Norwood Payneham & St Peters

The Grant will be paid in instalments by the Commonwealth in accordance with the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

<b>Milestone</b>	<b>Anticipated date</b>	<b>Amount (excl. GST)</b>	<b>GST</b>	<b>Total (incl. GST)</b>
Payment for Service Delivery for the period 1 January 2019 to 30 June 2019	28 February 2019	\$35,000.00	\$0.00	\$35,000.00
Payment for service delivery for 1 July 2019 to 31 December 2019	31 August 2019	\$35,000.00	\$0.00	\$35,000.00
Payment for service delivery for 1 January 2020 to 30 June 2020	1 January 2020	\$35,000.00	\$0.00	\$35,000.00
Payment for service delivery 1 July 2020 to 31 December 2020	1 July 2020	\$35,000.00	\$0.00	\$35,000.00
Payment for service delivery 1 January 2021 to 20 June 2021	1 January 2021	\$35,000.00	\$0.00	\$35,000.00
Payment for service delivery 1 July 2021 to 31 December 2021	4 July 2021	\$36,492.22	\$0.00	\$36,492.22
Payment for service delivery 1 January 2022 to 30 June 2022	4 January 2022	\$36,492.21	\$0.00	\$36,492.21
<b>Total Amount</b>		<b>\$247,984.43</b>	<b>\$0.00</b>	<b>\$247,984.43</b>

## Invoicing

The Grantee agrees to allow the Commonwealth to issue it with a Recipient Created Tax Invoice (RCTI) for any taxable supplies it makes in relation to the Activity.

## Taxes, duties and government charges

If an amount of GST is paid as part of the consideration for a supply under this Agreement, and the supply is not a taxable supply for any reason, the supplier must, on demand, refund the amount paid on account of GST to the receiver of the supply.

## E. Reporting

The Grantee agrees to create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following.

Milestone	Information to be included	Due Date
Activity Work Plan	Activity Work Plan	18 January 2019
Performance Report	Performance Report from 1 January 2019 to 30 June 2019	31 July 2019
DOH Acquittal Other	Provision of Financial Declaration for the period 1 January 2019 to 30 June 2019	30 September 2019
Performance Report	Performance Report from 1 July 2019 to 31 December 2019	31 January 2020
Performance Report	Performance Report from 1 January 2020 to 30 June 2020	31 July 2020
DOH Acquittal Other	Provision of Financial Declaration for the period 1 July 2019 to 30 June 2020	30 September 2020
Performance Report	Performance Report from 1 July 2020 to 31 December 2020	31 January 2021
Performance Report	Performance Report from 1 January 2021 to 30 June 2021	31 July 2021
DOH Acquittal Other	Provision of Financial Declaration for the period 1 July 2020 to 30 June 2021	30 September 2021
Performance Report	Performance Report from 1 July 2021 to 31 December 2021	31 January 2022
Performance Report	Performance Report from 1 January 2022 to 30 June 2022	31 July 2022
Financial Acquittal Report	Provision of Financial Declaration for the period 1 July 2021 to 30 June 2022	30 September 2022

### E.1 Performance Reports

Each Performance Report required in Item E for the Activity is to contain information on the progress towards meeting the identified Performance Indicators at Item B. Each Performance Report should also include an explanation as to how your organisation is addressing any issues, problems or delays.

The Performance Report must be considered satisfactory by the Department before the milestone will be met.

### E.2 Activity Work Plan

An Activity Work Plan needs to be completed on the attached template at Annexure A and submitted for acceptance by the Department in order to make the first payment.

The Activity Work Plan must demonstrate how the auspice plans to establish their services and delivery of the Community Visitors Scheme.

This requirement has been put in place to ensure CVS auspices have a strategic plan in place to deliver these visits. This is particularly important for new auspices.

The Activity Work Plan may be amended from time to time but once the Activity Work Plan has been agreed by both parties it will form part of this agreement.

### E.3 Annual Report

None Specified

### E.4 Accounting for the Grant

Refer to the table at Item E.

### E.5 Other Reports

None Specified.

## F. Party representatives and address for notices

### Grantee's representative and address

<b>Grantee's representative name</b>	Ms Rosanna Busolin
<b>Position</b>	Manager
<b>Postal/physical address(es)</b>	175 The Parade, NORWOOD, SA, 5067
<b>Business hours telephone</b>	04 2169 3276
<b>Mobile</b>	
<b>Fax</b>	
<b>E-mail</b>	rbusolin@npsp.sa.gov.au

### Commonwealth representative and address

<b>Name of representative</b>	Raymond Baldwin
<b>Position</b>	Funding Arrangement Manager
<b>Postal/physical address(es)</b>	GPO Box 9820 ADELAIDE SA 5001
<b>Business hours telephone</b>	18 0004 4584
<b>Mobile</b>	Not specified
<b>Fax</b>	Not specified
<b>E-mail</b>	national.agedcaregrants@dss.gov.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

## G. Activity Material

Activity Material means any material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.

None Specified



**11.10 166A THE PARADE, NORWOOD – NORWOOD MALL / COLES REDEVELOPMENT –  
EXTINGUISHMENT & GRANT OF RIGHTS-OF-WAY & DRAINAGE EASEMENT**

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**REPORT AUTHOR:** Manager, Governance, Legal & Property  
**GENERAL MANAGER:** General Manager, Governance & Community Affairs  
**CONTACT NUMBER:** 8366 4507  
**FILE REFERENCE:** qA55070  
**ATTACHMENTS:** A - C

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**PURPOSE OF REPORT**

The purpose of this report is to present to the Council for its consideration and consent the proposed extinguishment of the Council's existing rights-of-way and the grant of a new right-of-way and drainage easement, associated with the Norwood Mall / Coles redevelopment at 116A The Parade, Norwood.

**BACKGROUND**

As Elected Members may recall, in 2012-2013, the Council considered the proposed extinguishment of several rights-of-way in favour of the Council in connection with a proposed redevelopment of the Norwood Mall and Coles site at 166A The Parade, Norwood (Development Application 155/474/13 by Coles Group Property Developments Limited). More particularly, Coles requested extinguishment of the Council's specific right-of-way 'H' and the general right-of-way 'C', which run through the centre of the Norwood Mall site from The Parade to James Coke Park (i.e. through the covered pedestrian walkway). These historical rights-of-way are a legacy of the former public road (Coke Street) which extended through the site to The Parade and ensured that the Council maintained public access through the property upon closure of this road and sale of the adjoining car parking land to the owner of the supermarket in the late 1970s.

A map showing the current configuration of the property (prior to demolition) and the location of the pedestrian walkway and the two (2) existing rights-of-way ('ROW'), is contained within **Attachment A**.

Two (2) plans showing the alignment of the specific right-of-way 'H' and the general right-of-way 'C', are contained within **Attachment B**. Together, these two (2) rights-of-way form a public access route through the centre of the Norwood Mall site.

At its meeting held on 6 May 2013, and in response to a proposed redevelopment of the site by Coles, the Council provided "in principle" endorsement for the proposed extinguishment of these rights-of-way, subject to a replacement right-of-way between The Parade and James Coke Park being granted to the Council by Coles.

At its meeting held on 2 September 2013, the Council subsequently resolved to enter into a *Property Interests Deed* with Coles, which provided for the extinguishment of these rights-of-way and the grant of a new right-of-way through the property, in addition to dealing with the replacement of the car parking encumbrance and formalisation of a drainage easement for Council drainage infrastructure. However, Coles did not proceed with its proposed redevelopment of the property, the Development Approval lapsed and the *Property Interests Deed* was never executed by the parties. As such, the two (2) rights-of-way in favour of the Council remained in existence over the property.

Over the course of 2019, the Council engaged in preliminary discussions with Australasian Property Developments Pty Ltd (APD) in response to a new mixed-use development which they were proposing for the Norwood Mall / Coles site. As part of these discussions, APD formally requested that the Council extinguish the Council's car parking encumbrance over the property in order to facilitate their proposed redevelopment (although a Development Application had not yet been lodged). The Council considered this matter at its meeting held on 8 October 2019 and resolved to retain the car parking encumbrance and to preserve the existing number of public car parking spaces on the site, but to amend the provisions relating to the required car parking rate per square metre for any additional floor area proposed as part of the redevelopment.



In October 2019, 166 The Parade Pty Ltd (the Developer) formally lodged a Development Application for the redevelopment of the site (Development Application 155/730/19), proposing the demolition of the Coles supermarket and ancillary shop buildings and construction of a new eight-storey mixed use development incorporating a supermarket, shops, commercial tenancies, residential flat buildings and ancillary car parking. As the proposal was for a development exceeding four (4) storeys in height, the State Commission Assessment Panel (SCAP) was the relevant authority for assessing the Development Application under the *Development Act 1993*.

In August 2020, the Developer lodged a variation to Development Application 155/M011/19. Development Plan Consent was granted for the proposed development by the SCAP on 23 November 2020 and Building Rules Consent was granted on 10 December 2020.

In February 2021, an application to discharge the Council's existing car parking encumbrance and the grant of a new encumbrance on the terms set by the Council at its 8 October 2019 meeting was agreed with the Developer and lodged at the Lands Titles Office.

In March 2021, the site was sold by Coles Group Property Developments Ltd to the Developer to facilitate the proposed redevelopment. The Council was subsequently approached by the Developer to request the extinguishment of the two (2) existing rights-of-way over the property of which the Council has the benefit, in order to facilitate the proposed division and redevelopment of the property and as part of the consolidation of other private easements and rights-of-way over the property.

The Developer has also proposed to grant the Council two (2) new rights-of-way on alternative alignments through the site, marked 'W' and 'Z' on the proposed Easement Plan, and a drainage easement for the Council's existing drainage infrastructure underneath the site, marked 'N' on the proposed Easement Plan.

A copy of the proposed Easement Plan showing the proposed new rights-of-way and the drainage easement is contained within **Attachment C**.

## **RELEVANT STRATEGIC DIRECTIONS & POLICIES**

### **Outcome 1: Social Equity**

#### ***Objective 1.2 A people-friendly, integrated and sustainable transport network.***

1.2.2 Provide safe and accessible movement for all people.

### **Outcome 4: Environmental Sustainability**

#### ***Objective 4.2 Sustainable streets and open spaces***

4.2.2 Protect, enhance and expand public open space.

## **FINANCIAL AND BUDGET IMPLICATIONS**

The Developer will bear all costs associated with preparation of the survey and legal documentation required in connection with the proposed extinguishment and grant of the rights-of-way and the drainage easement.

## **EXTERNAL ECONOMIC IMPLICATIONS**

Not Applicable.

## **SOCIAL ISSUES**

The existing rights-of-way in favour of the Council through the Norwood Mall property provide an important and convenient public access way from The Parade precinct through to James Coke Park. However, due to the closure of a portion of Norwood Mall at night for security reasons, this public access is already somewhat limited. In considering the proposed extinguishment of the Council's existing rights-of-way, it is important that the Council secures a new right-of-way through the site for pedestrians that is safe and accessible, and to ensure some form of public access is maintained between these public spaces.

## **CULTURAL ISSUES**

Not Applicable.

## **ENVIRONMENTAL ISSUES**

Not Applicable.

## **RESOURCE ISSUES**

Not Applicable.

## **RISK MANAGEMENT**

The Council's existing rights-of-way through Norwood Mall are an historical legacy of the former ownership arrangements of the property and do not accurately reflect the nature and extent of public access through the property at present. In particular, the closure of a portion of the mall at night which prevents pedestrian access through to James Coke Park, has occurred circa 2004. It should be noted, however, that these rights-of-way were never formally registered on the Certificate of Title for the land. Moving forward, it is preferable to formalise the Council's public access rights through the property by way of a new right-of-way registered against the title to the land and which reflects the actual routes that will be continuously accessible for pedestrians through the property at all times.

With respect to the proposed drainage easement, this is required in order to formalise the location of the existing Council stormwater infrastructure and to provide the Council with the right to access, maintain and repair this infrastructure if required.

## **COVID-19 IMPLICATIONS**

Nil.

## **CONSULTATION**

- **Elected Members**

The Council previously considered the issue of the Council rights-of-way over the property at its meetings held on 6 May 2013 and 2 September 2013. The Council considered the issue of the Council car parking encumbrance over the site at its meeting held on 8 October 2019.

- **Community**

Not Applicable.

- **Staff**

General Manager, Urban Planning & Environment  
Manager, Development Assessment

- **Other Agencies**

Not Applicable.

## DISCUSSION

### Rights-of-way

As shown on the plans contained within **Attachment B**, the Council currently has the benefit of two (2) historical rights-of-way through the Norwood Mall site at 166A The Parade, Norwood:

- the specific right-of-way 'H'; and
- the general right-of-way 'C'.

Together, these two (2) rights-of-way form a public access way through the centre of the Norwood Mall property from The Parade to James Coke Park.

The right-of-way through the Norwood Mall site was originally created in 1858. At some point, due to the division and realignment of boundaries of the site, the right-of-way was split into the areas described as 'H' and 'C'. The Council-owned land comprising James Coke Park maintains the benefit of the right-of-way marked 'H' through Norwood Mall (as shown on Certificate of Title 5935/603). This right-of-way is granted in favour of the owner of this land from time-to-time and, as such, is not a right-of-way in favour of the general public through the Mall (although it effectively functions in this way).

With respect to the general right-of-way marked 'C' (and shown on CT 6132/733) which provides access from The Parade through the centre of Norwood Mall, although this right-of-way is not registered on the Council's title for James Coke Park, the Council retains the benefit of this unregistered right-of-way through Norwood Mall carrying over from the original grant of land from the Council to the owner of the supermarket in the late 1970s.

In practice, these rights-of-way are used as a general public access way for pedestrians moving from The Parade through to the car park within the Norwood Mall property (and vice versa), and pedestrians travelling from The Parade through to James Coke Park.

In connection with the proposed redevelopment of the Norwood Mall property, and to facilitate a reconfiguration of the Norwood Mall shops and central pedestrian walkway, the Developer has approached the Council and requested extinguishment of these two (2) existing rights-of-way. The Developer has instead proposed to grant the Council two (2) new rights-of-way through the property, marked 'W' and 'Z' on the proposed Easement Plan contained within **Attachment C**.

As shown on the proposed Easement Plan (and marked in green), the proposed right-of-way marked 'W' begins within in the central walkway at the northern end of the property where it adjoins The Parade and is three (3) metres wide. The right of way then shifts alignment to run outside the external façade of the new buildings proposed on the western side of the central walkway and reduces to two (2) metres in width. The right of way returns to three (3) metres in width at the southern end of the property where it adjoins Coke Street. It is understood that a pedestrian walkway will be provided along this right-of-way alignment, to provide a safe and accessible pathway for pedestrians next to the car park. This route is already used by many pedestrians travelling through the site.

The Developer has also proposed to grant the Council the benefit of a right-of-way marked 'Z' (marked in yellow on the proposed Easement Plan), which is 6.74 metres in width and runs directly through the central walkway of the property. This area will also be subject to easements granted to SA Water and the Minister for Infrastructure. This right-of-way provides public access directly through the centre of the site, along a similar alignment to the existing rights-of-way. However, the Developer has advised that the central mall will still be closed at night for security reasons and so, the proposed right-of-way marked 'Z' will not provide continuous public access through the site at all times.

Both of the proposed rights-of-way are stated to be height limited to four (4) metres, which simply means that a clear thoroughfare of four (4) metres above ground level must be provided at all times by the Developer (or the future owner of the land), with overhanging structures permitted to be built in the airspace above this height. The right of way marked 'W' is also limited to pedestrian access 'on foot', due to its narrow width and configuration around the outside of the buildings.

These two (2) rights-of-way will be granted to the Council 'in gross', rather than requiring each right-of-way to be granted in favour of the land comprising James Coke Park (as is the case with the existing rights-of-way). This recognises the importance of this public access way as a standalone right and will ensure public access through the site even if James Coke Park were to change ownership at some point in the future.

It is recommended that the Council accepts the grant of both rights-of-way 'W' and 'Z' to the Council, in order to formalise and guarantee public access through the site into the future, such as when the site is subject to another wholesale redevelopment. At a minimum, the right-of-way marked 'W', is required to ensure that continuous public access for pedestrians is provided through the property at all times, even when the mall is closed at night.

However, acquiring the right-of-way marked 'Z' will ensure that pedestrian access through the central mall is also guaranteed, including to those businesses which directly adjoin and are located within the mall. Without this right-of-way or private rights-of-way granted in favour of these businesses, there is the possibility that the Developer could determine to restrict or prevent general pedestrian access through the mall on the basis that this is privately owned land. Although a number of the properties which adjoin the mall also have frontages to The Parade or the Edward Street carpark, this could create significant issues for several landlocked businesses (including, for example, 'Uncle Albert's Café'), which directly adjoin the Mall and rely on the Mall for customer access.

Provided that both of the above rights-of-way can be secured by the Council, it is recommended that the Council consents to the proposed extinguishment of the existing rights-of-way through the Norwood Mall site of which the Council has the benefit (the specific right-of-way 'H' and the general right-of-way 'C'). The new rights-of-way present a better outcome for the Council and the general public in that some form of public access will be guaranteed through the site at all times and the proposed rights-of-way will be formalised by way of registration on the title to the land.

### **Drainage Easement**

Upon review of the existing services on the property, Council-owned stormwater infrastructure which collects stormwater from James Coke Park and Coke Street has been identified. Previously, no easement was in place to enable the Council to access, repair and maintain this infrastructure. In order to formalise this arrangement moving forward, the Developer has proposed to grant the Council an easement for drainage purposes over the existing stormwater pipe alignment.

The proposed drainage easement is marked 'N' on the proposed Easement Plan contained within **Attachment C**.

### **Next steps**

If the Council determines to consent to the proposed extinguishment and grant of the rights-of-way and the drainage easement, the proposed Easement Plan will be finalised and lodged with the Lands Titles Office. This is anticipated to occur shortly and prior to subdivision of the site in connection with the redevelopment, in order to provide the Developer with certainty regarding restrictions on the land before commencing the build.

### **OPTIONS**

The Council could determine to refuse to consent to the proposed extinguishment of the existing rights-of-way through the Norwood Mall site of which the Council has the benefit and refuse to accept the proposed grant of the two (2) new rights-of-way in favour of the Council marked 'W' and 'Z' on the proposed Easement Plan. However, for the reasons set out above, it is recommended that consent is provided to the proposed extinguishment and grant of rights-of-way in order to formalise and secure public access through the site into the future.

The proposed easement for drainage purposes is required to formalise the location of the existing Council stormwater infrastructure underneath the site and to provide the Council with the right to access, maintain and repair this infrastructure into the future.

## CONCLUSION

In connection with the proposed redevelopment of the Norwood Mall / Coles property at 166A The Parade, Norwood, the Developer has requested the extinguishment of the two (2) existing rights-of-way of which the Council has the benefit and which provide public access through the central pedestrian mall from The Parade to James Coke Park. Up until its demolition, the Mall had been closed at night for security reasons by Coles and continuous public access through the property was therefore not guaranteed. The Developer has proposed to grant the Council two (2) new rights-of-way through the site as part of its redevelopment which will provide public access for pedestrians through the mall during the day and along the outside of the new buildings on the western side of the mall at all times. In addition, a new drainage easement is proposed to formalise the existence of the Council's stormwater infrastructure underneath the site. It is recommended that the Council provides consent to the proposed extinguishment and grant of rights-of-way, in order to formalise and secure continuous public access through the site into the future.

## COMMENTS

Nil

## RECOMMENDATION

1. That the Council consents to the extinguishment of the specific right-of-way 'H' and the general right-of-way 'C', as listed in the Easements Schedule to the proposed Easement Plan contained within **Attachment C** and as more particularly described and defined in Deposited Plan 49417.
2. That the Council accepts the grant of the right-of-way marked 'W' and the right-of-way marked 'Z', as shown on the proposed Easement Plan contained within **Attachment C**.
3. That the Council accepts the grant of the drainage easement marked 'N' as shown on the proposed Easement Plan contained within **Attachment C**.
4. That the Council authorises the Mayor and Chief Executive Officer to negotiate and make any necessary amendments to finalise the proposed grants of the abovementioned rights-of-way and easements, and to sign and seal such documentation as is required to effect the transactions contemplated above.

## **Attachments – Item 11.10**

# Attachment A

## 166A The Parade, Norwood Norwood Mall / Coles Redevelopment Extinguishment & Grant of Rights-of-Way & Drainage Easement

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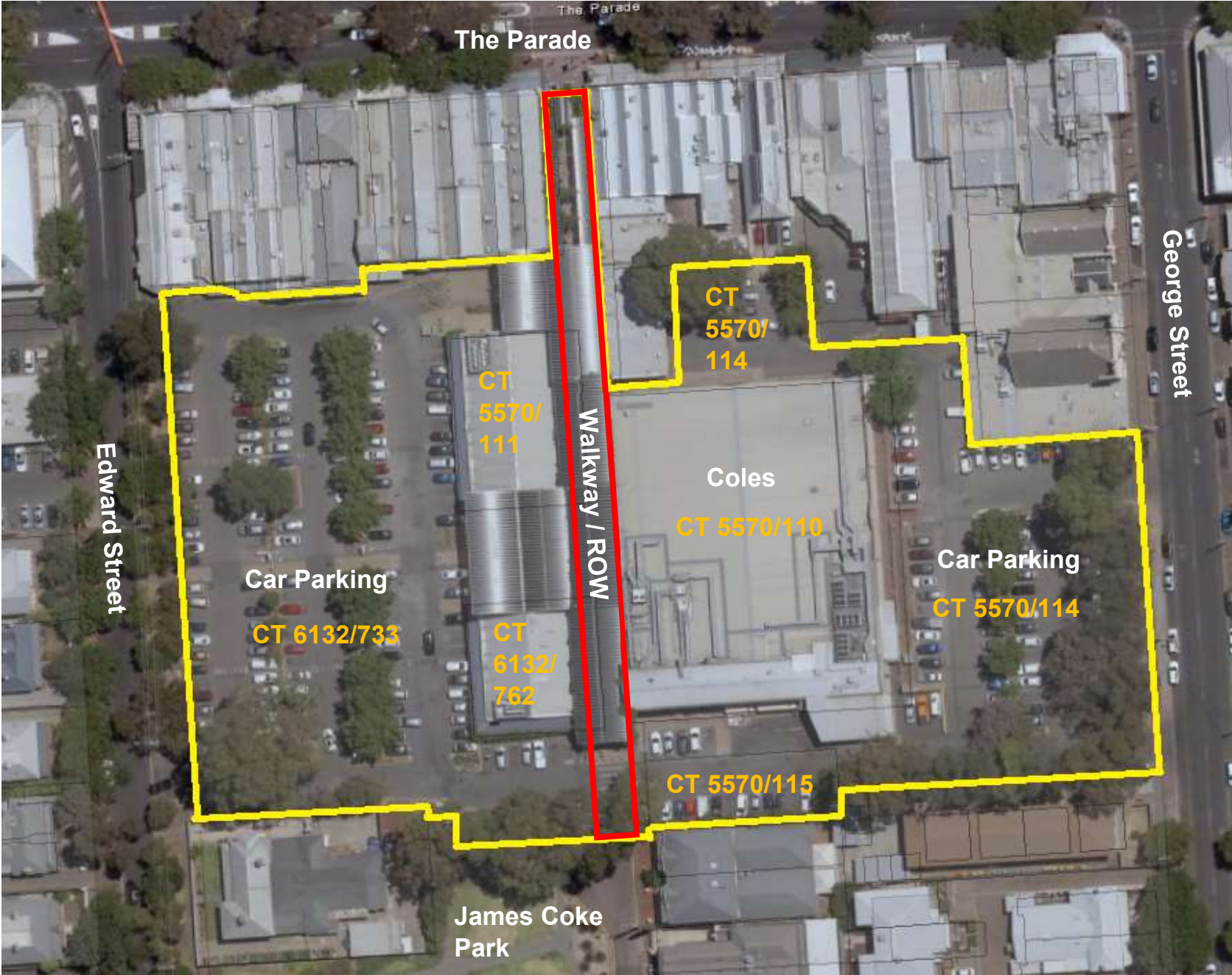
City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

NORWOOD MALL





# Attachment B

## 166A The Parade, Norwood Norwood Mall / Coles Redevelopment Extinguishment & Grant of Rights-of-Way & Drainage Easement

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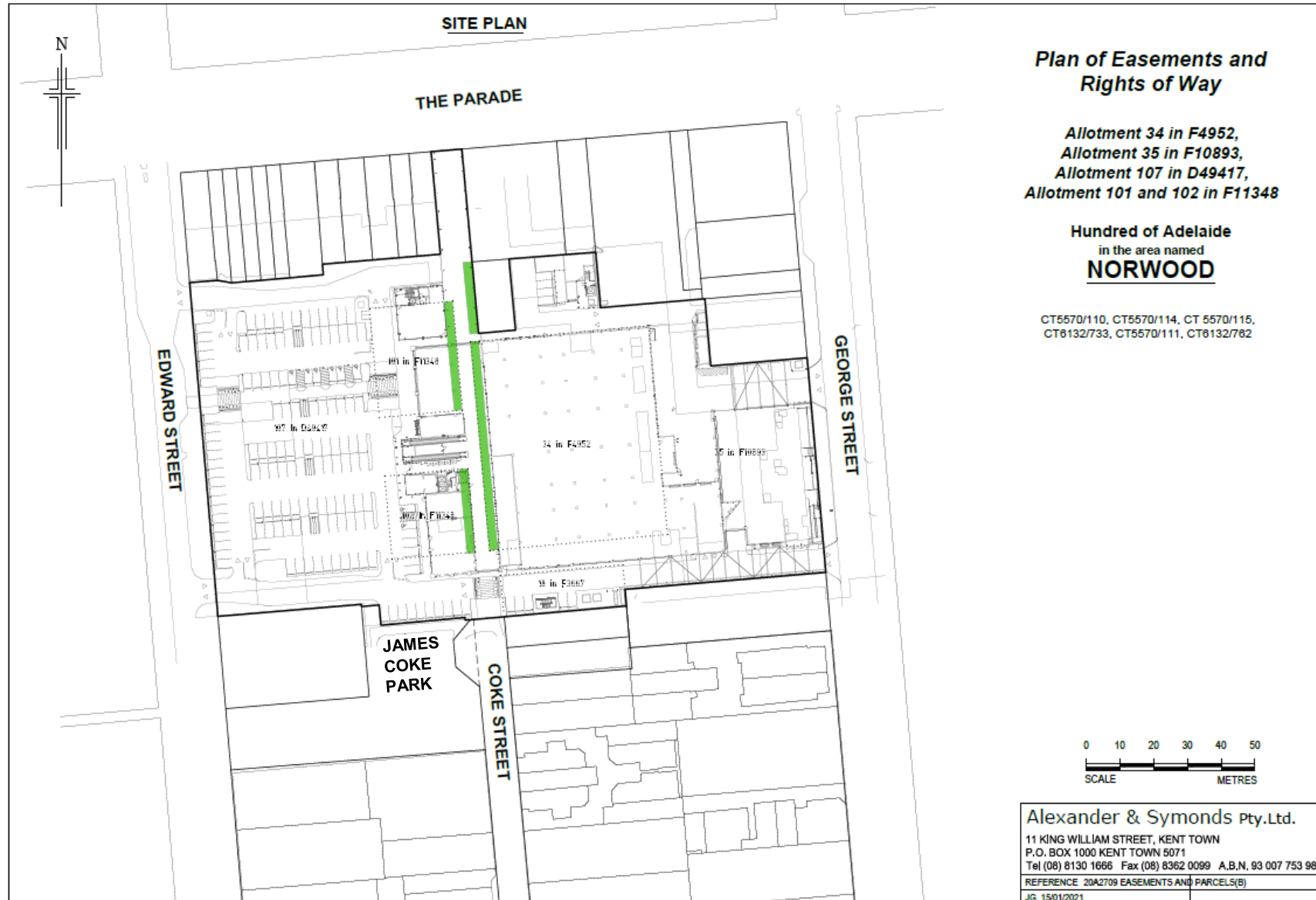
City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
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Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

### SPECIFIC RIGHT OF WAY 'H'





# Attachment C

## 166A The Parade, Norwood Norwood Mall / Coles Redevelopment Extinguishment & Grant of Rights-of-Way & Drainage Easement

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

PURPOSE: EASEMENT	AREA NAME: NORWOOD	APPROVED:	
MAP REF: 6628/42/G	COUNCIL: THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST. PETERS	DEPOSITED/FILED:	
LAST PLAN:	DEVELOPMENT NO:		SHEET 1 OF 7
			105693_text_01_v01

AGENT DETAILS: ALEXANDER & SYMONDS PTY LTD 1ST FLOOR 11 KING WILLIAM ST KENT TOWN SA 5067 PH: 81301666 FAX: 83620099	SURVEYORS CERTIFICATION:
AGENT CODE: ALSY	
REFERENCE: 20A2709EASE1(J)	

SUBJECT TITLE DETAILS:

PREFIX	VOLUME	FOLIO	OTHER	PARCEL	NUMBER	PLAN	NUMBER HUNDRED / IA / DIVISION	TOWN	REFERENCE NUMBER
CT	6132	733		ALLOTMENT(S)	107	D	49417 ADELAIDE		
CT	5570	114		ALLOTMENT(S)	35	F	10893 ADELAIDE		
CT	5570	111		ALLOTMENT(S)	101	F	11348 ADELAIDE		
CT	6132	762		ALLOTMENT(S)	102	F	11348 ADELAIDE		
CT	5570	110		ALLOTMENT(S)	34	F	4952 ADELAIDE		
CT	5570	115		ALLOTMENT(S)	18	F	3667 ADELAIDE		

OTHER TITLES AFFECTED: CT 5556/388 , CT 5091/524 , CT 6094/730 , CT 5026/745 , CT 6079/779 , CT 5538/18

EASEMENT DETAILS:

STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR OF	CREATION

ANNOTATIONS: NO OCCUPATION ON SURVEYED BOUNDARIES UNLESS OTHERWISE SHOWN .

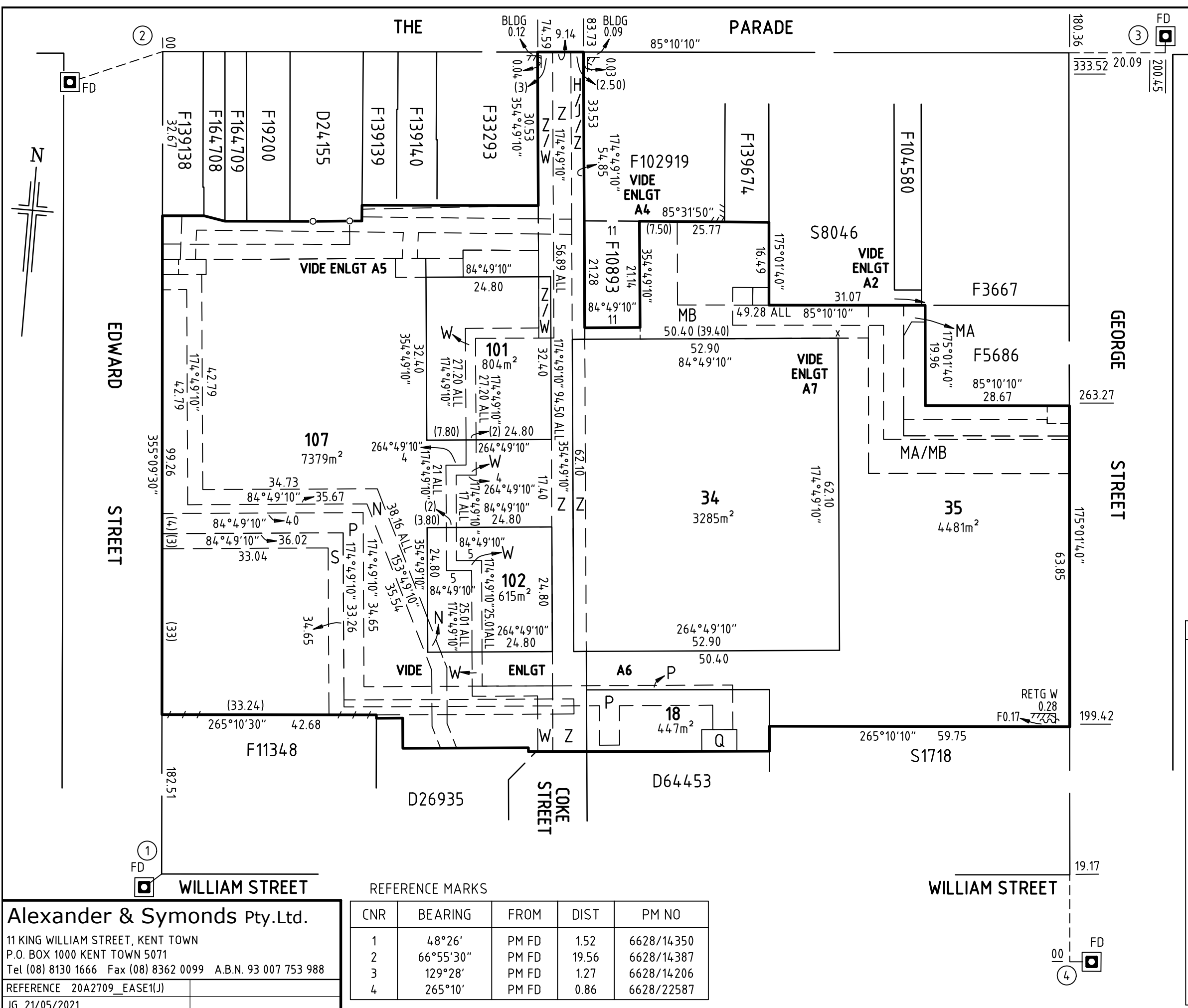
Easements Schedule

20A2709EASE1

SHEET 2

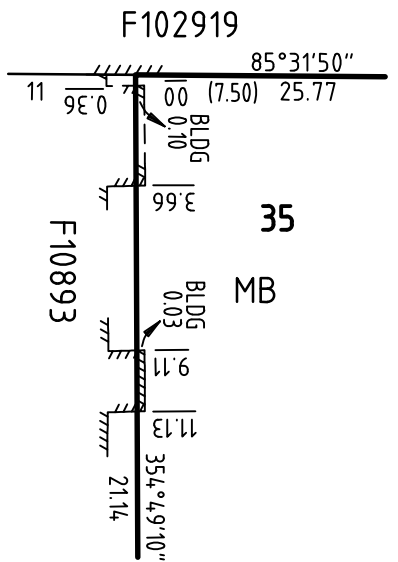
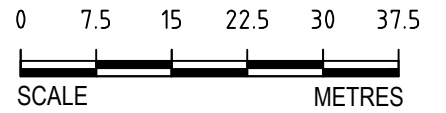
EASEMENTS:									NOTES:
STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR	CREATION		
1	EXTINGUISH	107 IN D49417	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	U IN F12965 OR D IN 49417(DA)		101 IN F11348		TO BE EXTINGUISHED
2	EXTINGUISH	107 IN D49417	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	Y IN F12965 OR D IN 49417(DB)		102 IN F11348		
3	EXTINGUISH	18 IN F3667, 35 IN F10893. 107 IN D49417	LONG	EASEMENT(S)	E IN D49417 (EE)		34 IN F4952. 101.102 (ALL IN F11348)	T 4705319	
4	EXTINGUISH	18 IN F3667, 35 IN F10893. 107 IN D49417	LONG	EASEMENT(S)	F IN D49417 (FF)		34 IN F4952. 101.102 (ALL IN F11348)	T 4705319	
5	EXTINGUISH	18 IN F3667, 35 IN F10893. 107 IN D49417	SHORT	RIGHT(S) OF WAY	G IN D49417 (GG)		34 IN F4952. 101.102 (ALL IN F11348)	T 4705319	
6	EXTINGUISH	34 IN F4952. 101.102 (ALL IN F11348)	SHORT	RIGHT(S) OF WAY	H IN D49417 (H)		107 IN D49417 (MARKED X)	GRO NO. 103 BOOK 148	
7	EXTINGUISH	34 IN F4952. 101 IN F11348. 107 IN D49417	SHORT	RIGHT(S) OF WAY	S IN F12965 (HH)		102 IN F11348 (MARKED X)	GRO NO. 103 BOOK 148	
8	EXTINGUISH	35 IN F10893	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	P IN F12965 (Y)		34 IN F4952		
9	EXTINGUISH	107 IN D49417	SHORT	RIGHT(S) OF WAY	C IN D49417			GRO NO. 103 BOOK 148	
10	EXTINGUISH	102 IN F11348	LONG	EASEMENT(S)	R IN F12965		THE MINISTER FOR INFRASTRUCTURE	V 4504995	
11									
12	VARY FROM	101 IN F11348	LONG	EASEMENT(S)	R IN F12965		THE MINISTER FOR INFRASTRUCTURE	V 4504996	TO BE LIMITED TO 4m & NEW POSITION AS Z (MALL AREA) 66.22m AHD
13	VARY TO	101	LONG	EASEMENT(S)	Z		THE MINISTER FOR INFRASTRUCTURE	V 4504996	
14	VARY FROM	34 IN F4952	LONG	EASEMENT(S)	R IN F12965		THE MINISTER FOR INFRASTRUCTURE	V 4504997	
15	VARY TO	34	LONG	EASEMENT(S)	Z		THE MINISTER FOR INFRASTRUCTURE	V 4504997	
16	VARY FROM	107 IN D49417	LONG	EASEMENT(S)	C IN D49417		THE MINISTER FOR INFRASTRUCTURE	V 4553960	
17	VARY TO	107	LONG	EASEMENT(S) WITH LIMITATIONS	Z		THE MINISTER FOR INFRASTRUCTURE	V 4553960	
18	VARY FROM	107 IN D49417	SHORT	EASEMENT(S)	N IN D49417	FOR WATER SUPPLY PURPOSES	SAW	VM 8484219	
19	VARY TO	107	SHORT	EASEMENT(S) WITH LIMITATIONS	Z	FOR WATER SUPPLY PURPOSES	SAW	VM 8484219	
20	VARY FROM	107 IN D49417	SHORT	EASEMENT(S)	P IN D49418	FOR SEWERGE SUPPLY PURPOSES	SAW	VM 8484219	
21	VARY TO	107	SHORT	EASEMENT(S) WITH LIMITATIONS	Z	FOR SEWERGE SUPPLY PURPOSES	SAW	VM 8484219	
22	VARY FROM	107 IN D49417	SHORT	EASEMENT(S)	J.K (IN F46428)	FOR ELECTRICITY SUPPLY PURPOSES	DIST LESSOR CORP.	TG 10264788	TO BE LIMITED TO 4m 66.22m AHD
23	VARY TO	107	SHORT	EASEMENT(S) WITH LIMITATIONS	J.K	FOR ELECTRICITY SUPPLY PURPOSES	DIST LESSOR CORP.	TG 10264788	
24	VARY FROM	35 IN F10893	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	K in F12965 OR D IN S8046		COMMON PROPERTY IN S8046.26.2		TO BE LIMITED TO 4.70m, AS PER CROSS SECTIONS A7, B7, C7
25	VARY TO	35	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY WITH LIMITATIONS	MA		COMMON PROPERTY IN S8046.26.2		
26	VARY FROM	35 IN F10893	LONG	EASEMENT(S)	C AND E IN F10893 OR N IN F12965		CT 5091/524 (36)	T 4693967, T4693968	
27	VARY TO	35	LONG	EASEMENT(S) WITH LIMITATIONS	MB		CT 5091/524 (36)	T 4693967, T4693968	
28	VARY FROM	35 IN F10893	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	C AND E IN F10893 OR N IN F12965		CT 5091/524 (36)		
29	VARY TO	35	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY WITH LIMITATIONS	MB		CT 5091/524 (36)		
30	VARY FROM	35 IN F10893	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	N IN F12965		CT 6094/730 (23)		TO BE LIMITED TO 4.70m, AS PER CROSS SECTIONS A7, B7, C7
31	VARY TO	35	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY WITH LIMITATIONS	MB		CT 6094/730 (23)		

EASEMENTS:									
	STATUS	LAND BURDENED	FORM	CATEGORY	IDENTIFIER	PURPOSE	IN FAVOUR	CREATION	NOTES:
32	EXISTING	107	SHORT	EASEMENT(S)	A (IN D49417)	(RIGHT OF ACCESS)	THE MINISTER FOR INFRASTRUCTURE	T 2560655. T 4255202	EXISTING EASEMENTS
33	EXISTING	107	LONG	EASEMENT(S)	B		CT 5324/302 (91), CT 5323/958 (92)	T 2607469	
34	EXISTING	107	LONG	EASEMENT(S)	B		CT 5299/481 ( 58)	T 2607471	
35	EXISTING	107	LONG	EASEMENT(S)	B		CT 5174/968 (1)	T 2607473	
36	EXISTING	107	LONG	EASEMENT(S)	B		CT 5077/665 (2)	T 2607474	
37	EXISTING	107	LONG	EASEMENT(S)	B		CT 5428/816 (7), CT 5310/437 (8 MARKED X)	T 2607475	
38	EXISTING	107	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	B		CT 5324/302 (91), CT 5323/958 (92)	T 2607469	
39	EXISTING	107	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	B		CT 5299/481 (58)	T 2607471	
40	EXISTING	107	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	B		CT 5174/968 (1)	T 2607473	
41	EXISTING	107	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	B		CT 5077/665 (2)	T 2607474	
42	EXISTING	107	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	B		CT 5428/816 (7), CT 5310/437 (8 MARKED X)	T 2607475	
43	EXISTING	107	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	D (IN D49417)		CT 5556/388 (59)		
44	EXISTING	107	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	L		CT 5169/127 (32), CT 6124/425 (31), CT6145/869 (30)		
45	EXISTING	107	SHORT	FREE AND UNRESTRICTED RIGHT(S) OF WAY	L		CT 6127/574 (60)	T 2570035	
46									
47	PROPOSED	35	SHORT	EASEMENT(S) WITH LIMITATIONS	E	FOR ELECTRICITY SUPPLY PURPOSES	DIST LESSOR CORP.		(cable), TO BE LIMITED TO 4m, AS PER X-SEC A7, B7, C7
48	PROPOSED	35	SHORT	EASEMENT(S) WITH LIMITATIONS	F	FOR ELECTRICITY SUPPLY PURPOSES	DIST LESSOR CORP.		(T/F), TO BE LIMITED TO 4m, 67.72m AHD
49	PROPOSED	35	SHORT	EASEMENT(S) WITH LIMITATIONS	G	FOR ELECTRICITY SUPPLY PURPOSES	DIST LESSOR CORP.		(T/F), TO BE LIMITED TO 4m, 66.22m AHD
50	PROPOSED	107. 18. 35	SHORT	EASEMENT(S) WITH LIMITATIONS	P	FOR ELECTRICITY SUPPLY PURPOSES	DIST LESSOR CORP.		(cable), TO BE LIMITED TO 4m, 66.22m AHD
51	PROPOSED	18	SHORT	EASEMENT(S) WITH LIMITATIONS	Q	FOR ELECTRICITY SUPPLY PURPOSES	DIST LESSOR CORP.		(T/F), TO BE LIMITED TO 4m, 66.22m AHD
52	PROPOSED	107	SHORT	EASEMENT(S) WITH LIMITATIONS	S	FOR SEWERGE SUPPLY PURPOSES	SAW		TO BE LIMITED TO 4m, 66.22m AHD
53	PROPOSED	107	SHORT	RIGHT(S) OF WAY WITH LIMITATIONS	H	ON FOOT	CT 5091/524 (36). CT 6094/730 (23)		
54	PROPOSED	107	SHORT	EASEMENT(S)	N	FOR DRAINAGE PURPOSES	COUNCIL FOR THE AREA		unlimited
55	PROPOSED	101. 102. 109	SHORT	RIGHT(S) OF WAY WITH LIMITATIONS	W	ON FOOT	COUNCIL FOR THE AREA		TO BE LIMITED TO 4m, 66.22m AHD
56	PROPOSED	101. 107. 34	SHORT	RIGHT(S) OF WAY WITH LIMITATIONS	Z		COUNCIL FOR THE AREA		TO BE LIMITED TO 4m, 66.22m AHD



**SHEET 4 OF 7**

BEARING DATUM: MGA 2020 ZONE 54  
 DERIVATION: PM 6628/14387 to 6628/14206  
 TOTAL AREA: 1.692 ha



NOT TO SCALE  
 EASEMENT LIMITATIONS SCHEDULE

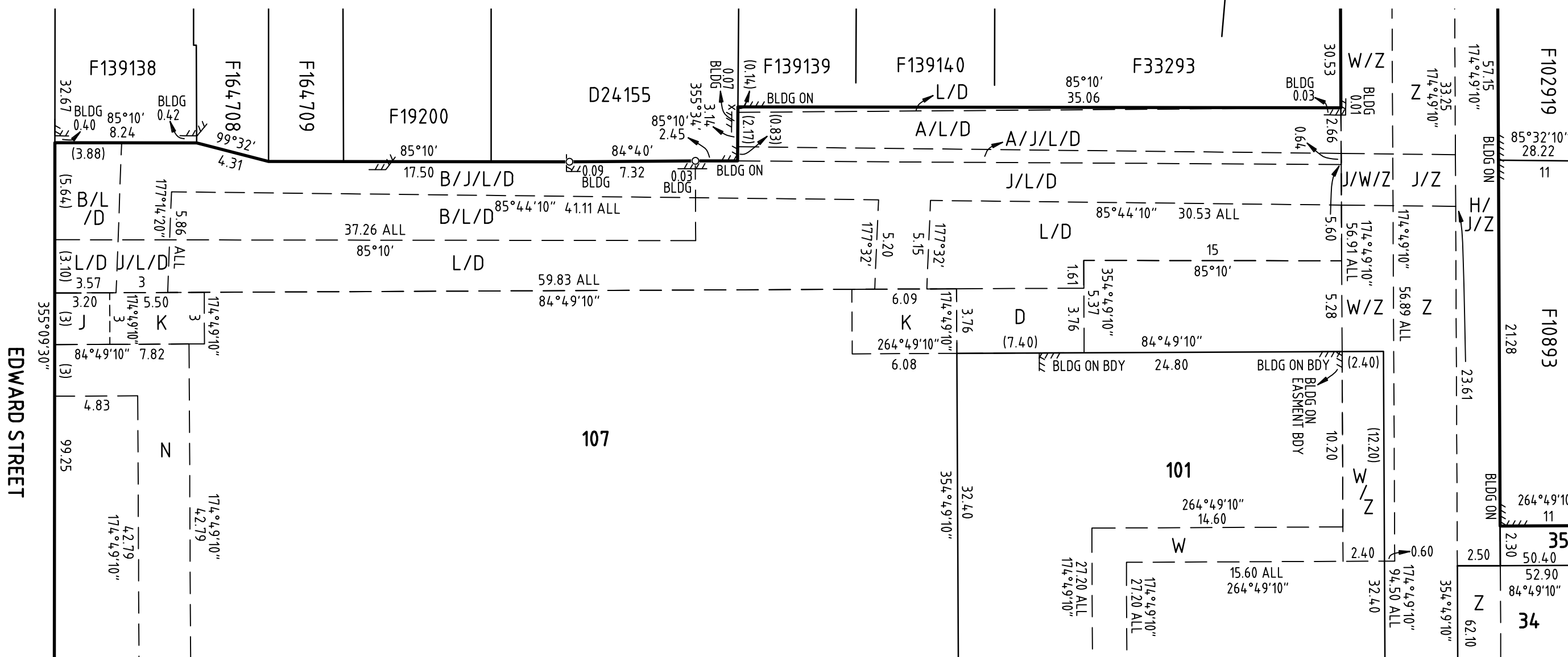
IDENTIFIER	HEIGHT LIMITATION
E	UPPER LIMIT AS SHOWN IN CROSS SECTIONS A7, B7 & C7.
F	UPPER LIMIT OF 67.72 METRES AHD.
G	UPPER LIMIT OF 66.22 METRES AHD.
H	UPPER LIMIT OF 66.22 METRES AHD.
J, K	UPPER LIMIT OF 66.22 METRES AHD.
MA	UPPER LIMIT AS SHOWN IN CROSS SECTIONS A7, B7 & C7.
MB	UPPER LIMIT AS SHOWN IN CROSS SECTIONS A7, B7 & C7.
P	UPPER LIMIT OF 66.22 METRES AHD.
Q	UPPER LIMIT OF 66.22 METRES AHD.
S	UPPER LIMIT OF 66.22 METRES AHD.
W	UPPER LIMIT OF 66.22 METRES AHD.
Z	UPPER LIMIT OF 66.22 METRES AHD.

REFERENCE MARKS

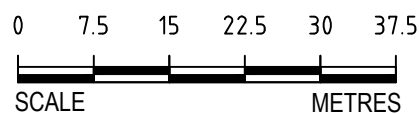
CNR	BEARING	FROM	DIST	PM NO
1	48°26'	PM FD	1.52	6628/14350
2	66°55'30"	PM FD	19.56	6628/14387
3	129°28'	PM FD	1.27	6628/14206
4	265°10'	PM FD	0.86	6628/22587

**Alexander & Symonds Pty.Ltd.**  
 11 KING WILLIAM STREET, KENT TOWN  
 P.O. BOX 1000 KENT TOWN 5071  
 Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988  
 REFERENCE 20A2709\_EASE1(J)  
 JG 21/05/2021





**ENLARGEMENT A5**



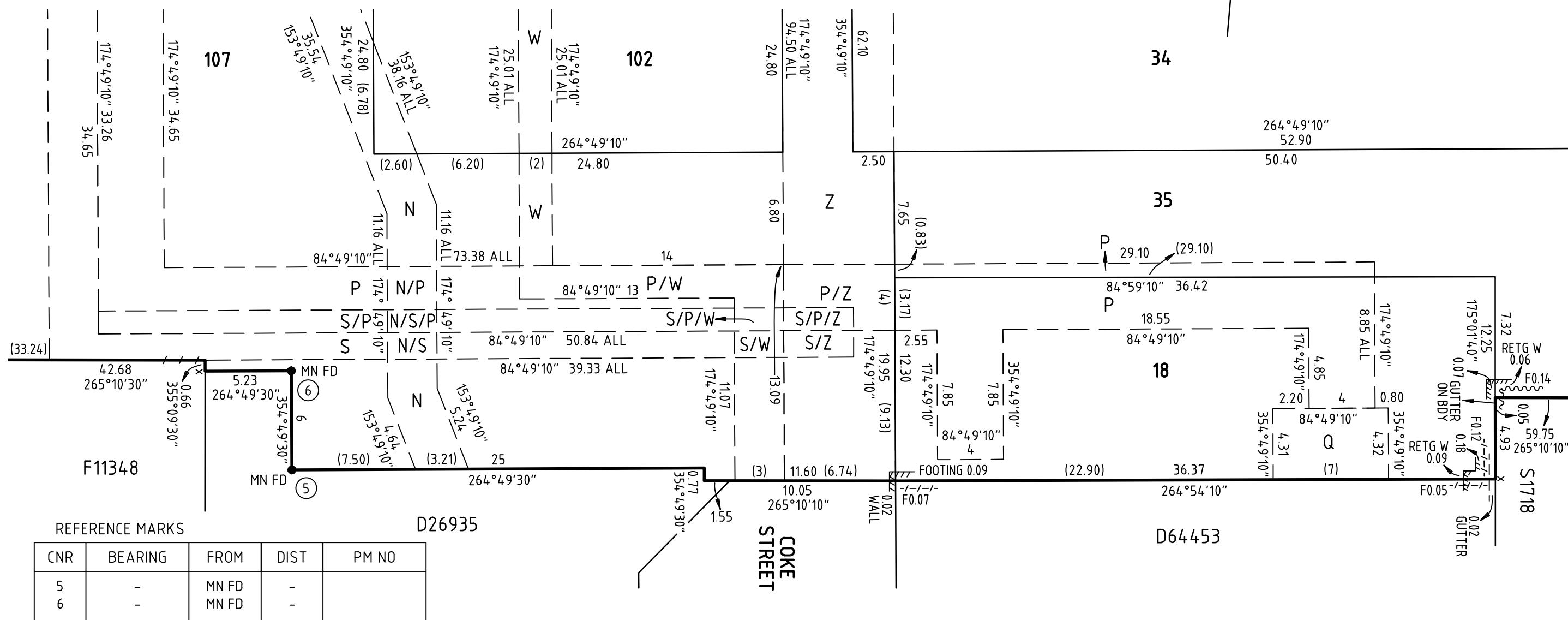
EDWARD STREET

**Alexander & Symonds Pty.Ltd.**

11 KING WILLIAM STREET, KENT TOWN  
P.O. BOX 1000 KENT TOWN 5071  
Tel (08) 8130 1666 Fax (08) 8362 0099 A.B.N. 93 007 753 988

REFERENCE 20A2709\_EASE1(J)

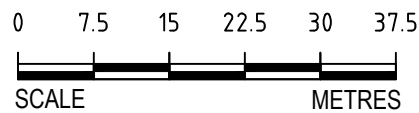
JG 21/05/2021



REFERENCE MARKS

CNR	BEARING	FROM	DIST	PM NO
5	-	MN FD	-	
6	-	MN FD	-	

ENLARGEMENT A6

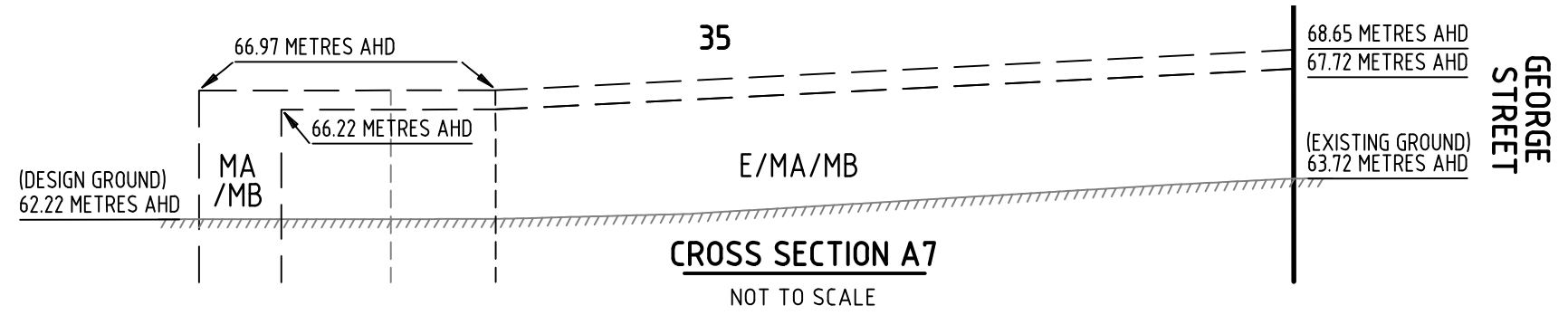
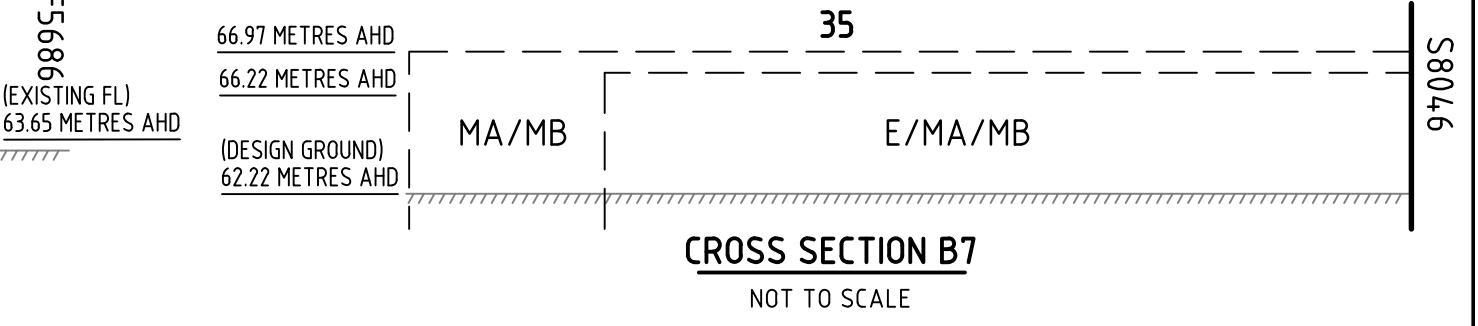
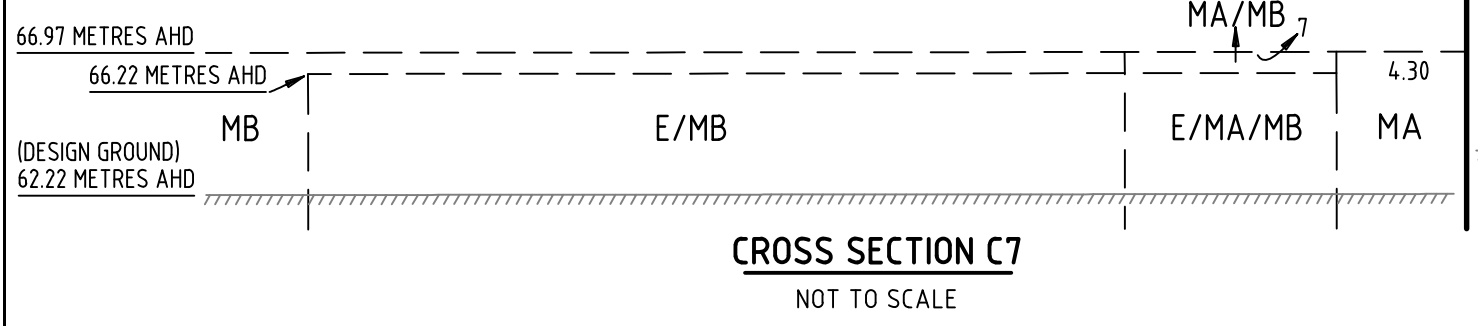
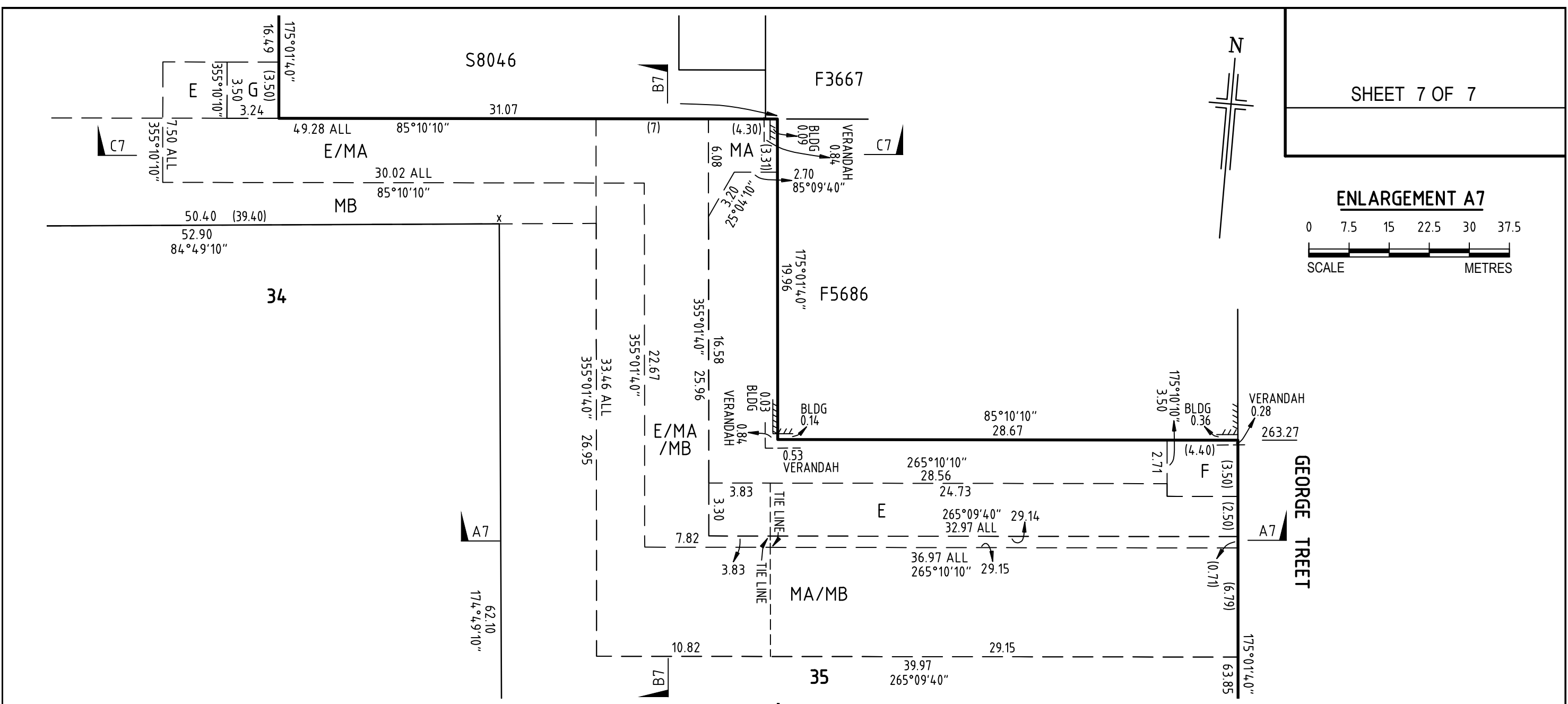
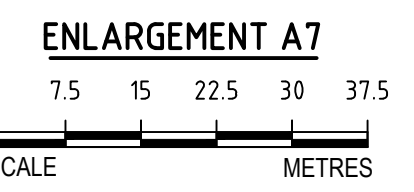


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 REFERENCE 20A2709\_EASE1(J)  
 JG 21/05/2021

**11.11 PATTERSON SPORTSGROUND – LEASE & LICENCE ARRANGEMENTS WITH EAST TORRENS BASEBALL CLUB, EAST TORRENS PAYNEHAM LACROSSE CLUB & CANINE BEHAVIOURAL SCHOOL**

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**REPORT AUTHOR:** Manager, Governance, Legal & Property  
**GENERAL MANAGER:** General Manager, Governance & Community Affairs  
**CONTACT NUMBER:** 8366 4507  
**FILE REFERENCE:** qA2043 qA2044 qA72876  
**ATTACHMENTS:** A - D

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**PURPOSE OF REPORT**

The purpose of this report is to present the draft Lease and Licence arrangements between the Council and the East Torrens Baseball Club, the East Torrens Payneham Lacrosse Club and Canine Behavioural School for use of Patterson Sportsground, for the Council's consideration and approval.

**BACKGROUND**

In September 1980, the former City of Payneham entered into agreements with the East Torrens Payneham Baseball Club Incorporated and the East Torrens Payneham Lacrosse Club Incorporated, to lease the Clubrooms located at Patterson Sportsground. Each Lease was for a term of 15 years commencing on 1 April 1980 and expiring on 30 September 1994. The agreements provided for the Lacrosse Club to use the Clubrooms between 1 April and 30 September in each year and for the Baseball Club to use the Clubrooms between 1 October and 31 March in each year, to align with their respective seasons. The starting annual rental was \$3,836.60 and the Clubs were responsible for maintenance of the Clubrooms.

Both Clubs have remained in a holding over arrangement under these previous Lease arrangements as new lease arrangements were not entered into with the Council upon expiry in 1994.

In more recent years, the Council has been entering into six (6)-monthly Licence agreements with each Club for use of the playing fields at Patterson Sportsground each year. As with the Lease arrangements, the Lacrosse Club is entitled to use the playing fields between 1 April and 30 September and the Baseball Club is entitled to use the fields between 1 October and 31 March in a given year. These Licence agreements are renewed every year and provide for non-exclusive use of the playing fields by the Club (i.e. the playing fields are to be made available to other users outside the times of use by the Clubs). The Council is responsible for maintenance and irrigation of the playing surface and charges each Club a Licence fee equivalent to 12.5% of the cost incurred by the Council for maintenance in the previous year (equating to total reimbursement of 25% of the Council's costs).

In April 2019, the Council also entered into a Licence agreement with Canine Behavioural School Inc. ('CBS') for use of the Sportsground once a week for dog training classes. This was initially agreed to on a trial basis, as CBS had to vacate their previous premises due to issues with outdoor lighting and were looking for new facilities. However, CBS have found Patterson Sportsground to be an ideal location for their activities and have continued to use the Sportsground under six (6)-monthly Licence agreements since that time. CBS would like to continue using the Sportsground into the near future and have the support of the Baseball and Lacrosse Clubs.

In terms of the long-term plans for Patterson Sportsground, the Council recently endorsed a Master Plan for the upgrade of existing facilities at the Payneham Memorial Swimming Centre (located adjacent to the Sportsground) and Patterson Sportsground, including the Clubrooms, playing fields and the Payneham Youth Centre.

The Clubroom building at the Sportsground is an ageing facility and will require upgrade in the near future to remain usable and fit for purpose. It is anticipated that the redevelopment of this building will occur as part of the Master Plan implementation. However, some minor maintenance works were recently undertaken to replace the gutters, eave linings, down pipes and sections of roofing together with internal painting and replacement of the air conditioning system, which will extend the usable life of the building more several more years.

As such, in the interim, it is recommended that new Lease and Licence arrangements are entered into with the Baseball and Lacrosse Clubs to formalise their use of the Clubrooms and playing fields for a period of five (5) years. In addition, the Council may wish to consider entering into a short-term Licence arrangement with CBS over this same period.

The draft Lease and Licence arrangements with the Baseball Club are contained within **Attachment A**, the draft Lease and Licence arrangements with the Lacrosse Club are contained within **Attachment B** and the draft Licence with CBS is contained within **Attachment C** to this report.

## **RELEVANT STRATEGIC DIRECTIONS & POLICIES**

The following Objectives and Strategies from *CityPlan 2030* are relevant to the proposed Lease and Licence arrangements:

### **Outcome 1: Social Equity**

#### ***Objective 1.3 An engaged and participating community.***

- 1.3.4 Facilitate community support networks and partnerships for the sharing of resources and skills in order to build community capacity.

#### ***Objective 1.4 A strong, healthy, resilient and inclusive community.***

- 1.4.1 Encourage physical activity and support mental health to achieve healthier lifestyles and well-being.
- 1.4.3 Encourage the use of spaces and facilities for people to meet, share knowledge and connect with each other.

### **Outcome 2: Cultural Vitality**

#### ***Objective 2.5 Dynamic community life in public spaces and precincts.***

- 2.5.1 Facilitate a mix of land uses and activities in appropriate locations in balance with amenity and character.

## **FINANCIAL AND BUDGET IMPLICATIONS**

At present, the Baseball Club and the Lacrosse Club do not pay rent for use of the Clubrooms at Patterson Sportsground. Although rent was initially charged upon entering into the Lease in 1980, it appears that this ceased at some point in time. Peppercorn rental arrangements are not uncommon with respect to the leasing of other clubrooms at Council-owned sporting facilities, including Payneham Oval and Norwood Oval, particularly where the building and facilities are ageing and have limited remaining useful life.

It is proposed to retain the peppercorn rental arrangement under the draft Lease of the Clubrooms to each Club for the next five (5) year period, until such time as the facility is redeveloped. The Council will remain responsible for the structural maintenance of the Clubrooms and the Clubs will remain responsible for the day-to-day maintenance and repairs.

With respect to the use of the playing fields at Patterson Sportsground by the Lacrosse and Baseball Clubs, each Club currently pays an annual Licence Fee that equates to 12.5% of the costs incurred by the Council for maintenance and irrigation of the playing surface in the previous year (equating to coverage of 25% of the Council's costs in total). This Licence Fee arrangement is proposed to be continued under the draft Licences with each Club for the next five (5) year period.

With respect to the use of the playing field by CBS, CBS currently pays a Licence Fee of \$10 per week, based on three (3) hours of usage per week over a six (6) month period. This Fee reflects the Casual Reserve Hire Fees for dog obedience groups hiring Council reserves on a short-term basis, and is inclusive of the electricity consumption costs for CBS' use of the lights at the Sportsground.

As the Baseball and Lacrosse Clubs are charged directly for electricity consumption at the Sportsground, the Council has been reimbursing each Club for the electricity costs resulting from CBS' usage of the Sportsground in each six (6) month period. It is proposed that this reimbursement arrangement with respect to electricity costs will continue.

Under the draft Licence with CBS, it is proposed that the starting Licence Fee will be \$10.50 per session (GST inclusive), subject to annual review and to be increased by the fixed rate of two per cent (2%) per annum. In the event that the proposed Times of Use under the Licence are altered to add additional training sessions on other days, the Licence Fee will be increased at a rate of \$10.50 (GST inclusive) (subject to review) for each additional session.

#### **EXTERNAL ECONOMIC IMPLICATIONS**

Not Applicable.

#### **SOCIAL ISSUES**

Patterson Sportsground is a well-utilised facility with a strong sporting community and history of use by the Baseball and Lacrosse Clubs. Both Clubs are committed to the continued use and development of this site into the future and are open to developing partnerships with other organisations such as CBS to expand the use and accessibility of the facility for the community.

#### **CULTURAL ISSUES**

Not Applicable.

#### **ENVIRONMENTAL ISSUES**

Not Applicable.

#### **RESOURCE ISSUES**

Not Applicable.

#### **RISK MANAGEMENT**

Entering into new Lease and Licence arrangements with the Baseball and Lacrosse Clubs ensures that these documents accurately reflect the current use of the premises by the Clubs, together with ensuring compliance with contemporary legislative, insurance, indemnity and maintenance requirements. This is particularly important given the age of the existing Lease documents, which have been in holding over since 1994. Lease and Licence agreements with each of the Clubs also serve to reduce the Council's exposure to claims from third parties that suffer injury or loss whilst at the premises.

#### **COVID-19 IMPLICATIONS**

Not Applicable.

## CONSULTATION

- **Elected Members**

Not Applicable.

- **Community**

Community consultation on the proposed Lease agreements with the Baseball and Lacrosse Clubs for use of the Clubrooms is not required under Section 202 of the *Local Government Act 1999*, as the Lease is not for a term greater than five (5) years and is authorised by the Council's *Sporting Facilities – Community Land Management Plan*.

Consultation will be required on the proposed Licence agreements with the Baseball and Lacrosse Clubs and with CBS for use of the playing fields, as the Council's *Sporting Facilities – Community Land Management Plan* does not currently authorise licences of sporting facilities for a term greater than one (1) year (on the basis that this is ordinarily a sufficient duration for a licence). However, it is preferable that the Licence arrangements in this case are also for a term of five (5) years to align with and operate for the same term as the Lease arrangements for the Clubrooms.

Public notices will be published in The Advertiser and on the Council's website for a minimum period of twenty-one (21) days to advertise the proposed Licence arrangements and invite comments from the community.

- **Staff**

General Manager, Governance & Community Affairs

- Acting Manager, City Assets

- **Other Agencies**

Not Applicable.

## DISCUSSION

### East Torrens Baseball Club and East Torrens Payneham Lacrosse Club

#### Proposed Lease and Licence

The East Torrens Baseball Club (formerly the East Torrens Payneham Baseball Club) and the East Torrens Payneham Lacrosse Club, have been located at Patterson Sportsground since the 1980s, when the former City of Payneham entered into a Lease agreement with both Clubs for use of the Clubrooms for a term of 15 years. Both Clubs have remained at Patterson Sportsground since that time sharing the use of the Clubrooms, each for six (6)-months of the year. Both Clubs also enter into six (6)-monthly Licence agreements with the Council for use of the playing fields at Patterson Sportsground each year.

It is proposed to update and formalise these arrangements in new Lease and Licence agreements to be entered into with each Club. A Lease will be maintained over the Clubrooms, giving each Club exclusive use and responsibility for day-to-day management of the building. A Licence will be maintained over the playing fields, giving each Club use of the fields during specified times of use, with the fields to be available for other users outside of these times.

The draft Lease and Licence arrangements with the Baseball Club are contained within **Attachment A** and the draft Lease and Licence arrangements with the Lacrosse Club are contained within **Attachment B** to this report.

### Key terms

As is currently the case, the Lacrosse Club will be entitled to use the Clubrooms and playing fields between 1 April and 30 September in a given year and the Baseball Club will be entitled to use the premises between 1 October and 31 March in a given year. The two (2) Clubs are well-practised at managing the handover between these periods and have a good working relationship with one another.

A five (5)-year term is proposed for both the Lease and Licence arrangements in order to provide the Clubs with security of tenure. In addition, this will reduce the administrative burden of the Clubs and the Council needing to enter into a new Licence arrangement every year. Aligning the term of the Lease and Licence is recommended given the use of the Clubrooms and playing fields by the Clubs are inherently connected. Both arrangements will also then come up for review at the same time upon conclusion of the five-(5) year term. Equally, if breach or termination of one of the agreements occurs, the other arrangement will also automatically be subject to breach or termination provisions.

A redevelopment clause has also been included in both the Lease and Licence to enable the Council to terminate both agreements with six (6) months' notice to the Clubs, in the event that the Council proposes to redevelop Patterson Sportsground as part of the implementation of the Master Plan (or otherwise) prior to the end of the five (5)-year term.

The proposed Lease and Licence agreements have otherwise been prepared on standard terms for community sporting facilities and enable both Clubs to continue their existing activities at the site – namely, operation and administration of their respective Club from the Clubrooms and the playing and practising of Baseball and Lacrosse and associated activities, fundraising and events.

### Rent and Maintenance Obligations

With respect to the Clubrooms, the Council is responsible for the structural maintenance and insurance of the building and the Club is responsible for day-to-day maintenance and repairs and insurance of all equipment, fixtures and fittings. On the basis that the Clubrooms are an ageing facility that require significant structural work to continue to be fit for purpose, and taking into consideration that as part of the Master Plan of Patterson Sportsground (which includes the proposed redevelopment of the Clubroom building), it is proposed to continue the existing peppercorn rental arrangement for the five (5) year term of the Lease.

As noted above, some maintenance works were recently undertaken by the Council to replace the building's gutters, eave linings, down pipes and sections of roofing, along with internal painting and replacement of the air conditioning system, to extend the usable life of the building more several more years and provide a 'clean slate' for the start of the new Lease term. A comprehensive Maintenance Schedule has also been prepared for the Clubrooms building and attached to the Lease, which outlines the responsibilities of the Club and the Council in relation to building maintenance moving forward. This has not previously been in place and will greatly assist in managing any building maintenance issues that arise over the next five (5) years.

With respect to the playing fields, the Council will remain responsible for maintenance and irrigation of the playing surface and will continue to recover a portion of the maintenance and water supply costs incurred by the Council from each Club as an annual Licence Fee. Namely, each Club will continue to be required to pay 12.5% of the costs incurred by the Council for maintenance of the playing fields in the previous year (equating to coverage of 25% of the Council's costs in total).

The Baseball Club is also responsible for certain remediation works to the playing fields at the end of each Baseball season, including removal of the home run fence, non-permanent backstop netting and the pitching mounds and diamonds.



### Other users

The Licence agreement with each Club acknowledges that the playing fields at Patterson Sportsground, are subject to an historical agreement entered into between the Minister for Education and Child Development and the Council in 1966, under the provisions of the *Recreation Grounds (Joint Schemes) Act 1947*. These arrangements were most recently varied and confirmed by way of a Deed between the Minister and the Council dated 26 October 2013.

That Deed permits the playing fields to be used by students of the adjoining DECD school as a playground and a recreation and sports area between the hours of 8.00am and 5.00pm on school days and between the hours of 8.00am and 12pm on Saturdays during school terms, and at such other times agreed between the Council and the School Principal. However, the Baseball and Lacrosse Clubs are given priority during the times of use set out in their Licence agreement with the Council. Both Clubs have advised that the School continues to use the playing fields during the week within school hours but not on Saturdays and that this usage has not presented them with any issues to date.

The Licence agreement with each Club also acknowledges that the playing fields are subject to a licence agreement between the Council and CBS which permits CBS to use the field on Monday evenings. This is discussed in more detail below.

### Community Land requirements

Where a proposed lease or licence of Community Land is not authorised by the Council's relevant *Community Land Management Plan* or is for a term greater than five (5) years, community consultation is required under Section 202 of the *Local Government Act 1999* prior to entering into the arrangement.

Patterson Sportsground is subject to the Council's *Sporting Facilities – Community Land Management Plan*. This Plan expressly authorises the Council to enter into Lease and Licence agreements for use of the facilities at the Sportsground, provided that these agreements are consistent with the purpose and objectives of the Plan and subject to the maximum term length set out in the Plan (five (5) + five (5) years for Leases and one (1) year for Licences).

Both the proposed Lease and Licence agreements with the Baseball and Lacrosse Clubs are consistent with the purpose, objectives and management strategies set out in the *Sporting Facilities – Community Land Management Plan*. Namely, to:

- provide opportunities for informal and formal community and sporting activities, social interaction and connection, and physical activity;
- facilitate provision of recreational and educational activities across the City;
- permit a broad range of land uses and activities in appropriate locations to promote dynamic community life;
- pursue opportunities for more efficient, equitable and innovative use of Council land and facilities; and
- explore opportunities for increased, varied and shared use of Council reserves and facilities through suitable occupancy arrangements.

With respect to the maximum term length, the proposed Lease term of five (5) years for the Clubrooms, falls within the maximum term length set out in the Plan. In addition, because it does not exceed five (5) years, community consultation in relation to the proposed Lease is not required under Section 202 of the Act. However, the proposed Licence term of five (5) years for the playing fields exceeds the maximum one (1)-year term length set out in the Plan.

In most cases, a six-(6) month to one-(1) year Licence term is sufficient for user groups wanting to use Council sporting facilities, particularly where they are trialling this for the first time. In addition, this shorter term ensures that open space sporting facilities are not 'locked up' for long periods of time by individual user groups. However, it is appropriate and preferable that the Licence arrangements with the Baseball and Lacrosse Clubs for the playing fields at Patterson Sportsground are for a term of five (5) years in recognition of the long-term use of this site by both Clubs, and to align with the five (5)-year Lease term with respect to the Clubrooms.

As a result, community consultation will be required with respect to the proposed Licence agreements with the Baseball and Lacrosse Clubs for use of the playing fields.

## Canine Behavioural School

Established in 2005, CBS is a not-for-profit organisation that focuses on training dogs using positive reinforcement and force-free methods. The organisation has grown from a handful of trainers and students to a nationally recognised centre of excellence for dog training courses and training people to become accredited dog trainers. The focus of CBS' programs is not only on skills training for dogs, but also on educating people to be responsible dog owners in the community.

CBS runs a 9-week dog training program for four (4) terms each year at four (4) different levels – Bronze, Silver, Gold and Diamond. Since the end of 2019 (over 6 six (6) terms), CBS has trained 336 dogs and owners in Bronze, 117 in Silver, 99 in Gold and 31 in Diamond. 45 of these participants came from within the City of Norwood Payneham & St Peters.

As a not-for-profit organisation, CBS relies on Volunteers to provide all of its administrative, educational and teaching work and currently has 53 Volunteers. Participants in the weekly dog training classes are charged \$110 (new participants) or \$80 (existing participants) for a nine (9)-week term which includes the classes and a take-home manual. By way of comparison, other commercial dog training organisations in Adelaide charge around \$200 for a seven (7)-week term. CBS' two (2) year accredited 'Aspiring Instructor Program' is provided free of charge to Volunteers.

CBS also has strong links with other dog training and education organisations within the community including the RSPCA and the University of Adelaide's Bachelor of Science (Animal Behaviour) Program, which CBS supports by allowing students in the course to gain 150 hours of practical experience with CBS.

More information about CBS and its activities, including a letter of recommendation from the Program Coordinator at Adelaide University, is contained within **Attachment D**.

## Use of Patterson Sportsground

Canine Behaviour School Incorporated ('CBS') first approached the Council about using Patterson Sportsground in April 2019, when they were looking for a new temporary facility after having to leave their previous site at Trinity Gardens Primary School (where they had been for 15 years) as a result of an issue with the venue's floodlights, which were critical for CBS' outdoor night-time training sessions. Following an initial six (6)-month trial and with the support of the Baseball and Lacrosse Clubs, CBS has continued to use the playing fields at Patterson Sportsground once a week during school terms for three (3) hours on a Monday evening for their dog training classes. CBS also uses the clubrooms for meetings once a month, with this casual hire arrangement managed by the Baseball and Lacrosse Clubs.

CBS has found Patterson Sportsground to be an ideal facility for their activities and would like to continue using the facility into the future. In addition, they have expressed their interest to be involved in and to contribute to any proposed redevelopment of the site as part of the Master Plan, alongside the Baseball and Lacrosse Clubs. In recent consultation with the Baseball and Lacrosse Clubs, they have confirmed that they are supportive of CBS continuing to use Patterson Sportsground into the future.

CBS recently contributed \$3,500 to the lighting upgrade at Patterson Reserve coordinated by the Lacrosse Club, which saw a new light tower installed on the eastern side of the playing field, vastly increasing the usable outdoor space at night time for both groups.

Continued support of CBS and their usage of Patterson Sportsground is also consistent with several of the objectives set out on the Council's *2019-2024 Dog and Cat Management Plan* – namely, the continued education of the community in relation to responsible dog ownership, particularly in relation to learning strategies to manage dog behaviour. Through their training and education programs of both dogs, owners and dog trainers, CBS directly contributes to these objectives. In addition, CBS has expressed interest in developing educational content and running presentations on responsible dog ownership topics for the Council and the local community – having successfully run education sessions for the City of Charles Sturt previously.

### Proposed Licence

At present, CBS enters into six (6)-monthly Licence agreements with the Council for use of the playing fields. In order to provide greater security of tenure for CBS, and in recognition of their desire to continue using the site on a longer-term basis, it is proposed to enter into a Licence agreement for an initial term of two (2) years with options to renew for a further term of two (2) years and one (1) year (five (5) years in total). Exercise of these rights of renewal will be subject to and conditional upon the consent of the Council which may be withheld at its absolute discretion. Structuring the Licence term in this manner will provide both CBS and the Council with flexibility to withdraw from the agreement prior to the conclusion of the five (5) year term if it is no longer working.

The draft Licence agreement with CBS is contained within **Attachment C** to this report.

The Licence is drafted on similar terms to the proposed Licence agreement with the Baseball and Lacrosse Clubs and provides for CBS to continue using Patterson Sportsground to run their dog training classes and related activities on Monday evenings, or at any other times agreed with the Council and the Baseball and Lacrosse Clubs. The Special Conditions to the Licence acknowledge that the Baseball and Lacrosse Clubs retain priority of use of the Sportsground during their nominated times of use and require ongoing cooperation between these user groups.

No specific maintenance obligations are imposed on CBS in relation to their use of the Sportsground given they only use the area for three (3) hours per week and the nature of their use is low intensity and unlikely to cause damage to the playing surface. However, they are required to ensure that they leave the area in the condition it was in prior to their use, including the collection and removal of all solid waste from dogs. The Baseball and Lacrosse Clubs have advised that this has been managed very well to date and there have been no issues in this respect.

The Licence also provides for CBS to continue using the storage container installed on the western boundary of the Sportsground for storage of their equipment (including, e.g., plastic chairs and mats, cones, dog training equipment and tables). The storage container is necessary as there is limited storage within the existing Clubrooms at the Sportsground, which are already at capacity with Baseball and Lacrosse equipment. The use of the storage container is at the risk of CBS in all respects and the Council is not liable for any loss, damage or theft in relation to CBS' equipment or the container.

CBS currently pays a Licence Fee of \$10.00 per week for use of Patterson Sportsground, based on three (3) hours of usage per week on a Monday evening. This Fee reflects the Casual Reserve Hire Fees for dog obedience groups hiring Council reserves on a short-term basis, and is inclusive of the electricity consumption costs for CBS' use of the lights at the Sportsground. These electricity costs are then reimbursed by the Council to the Baseball and Lacrosse Clubs respectively, as the Clubs are invoiced directly for all electricity costs at the Sportsground. It is proposed that this reimbursement arrangement with respect to electricity costs will continue.

Under the draft Licence with CBS, it is proposed that the starting Licence Fee will be \$10.50 per session (GST inclusive), subject to annual review and to be increased by the fixed rate of two per cent (2%) per annum. In the event that the proposed Times of Use under the Licence are altered to add additional training sessions on other days, the Licence Fee will be increased at a rate of \$10.50 (GST inclusive) (subject to review) for each additional session.

It is proposed to retain this nominal Licence Fee on the basis that CBS is a not-for-profit organisation and due to the low-intensity nature of their proposed use, which is unlikely to cause damage to the playing surface (which might otherwise justify a contribution to the Council's maintenance costs for the playing surface, as is the case with sporting groups).

### Community Land requirements

As noted above in relation to the proposed Licence Agreements with the Baseball Club and the Lacrosse Club, the proposed Licence with CBS for use of the Patterson Sportsground playing field for a term of five (5) years will require community consultation under the Council's *Sporting Facilities – Community Land Management Plan*, as it exceeds the maximum one (1)-year Licence term length set out in the Plan.

The proposed Licence with CBS is consistent with the purpose, objectives and management strategies set out in the *Sporting Facilities – Community Land Management Plan*. Namely, to:

- provide opportunities for informal and formal community and sporting activities, social interaction and connection, and physical activity;
- facilitate provision of recreational and educational activities across the City;
- permit a broad range of land uses and activities in appropriate locations to promote dynamic community life;
- pursue opportunities for more efficient, equitable and innovative use of Council land and facilities; and
- explore opportunities for increased, varied and shared use of Council reserves and facilities through suitable occupancy arrangements.

Taking this into consideration, and in the interests of providing greater security of tenure to CBS and consistency with the five (5)-year Licence term proposed for the Baseball and Lacrosse Clubs, it is considered appropriate and preferable that a five (5)-year Licence term is also entered into with CBS for use of Patterson Sportsground.

### **OPTIONS**

The Council could determine not to enter into the proposed Lease or Licence arrangements with the Baseball and Lacrosse Clubs. In this case, the existing Lease arrangements with the Clubs for use of the Clubrooms, which are significantly outdated, will remain in place. In addition, the Council will be required to continue entering into a new Licence with each Club for use of the playing fields every six (6) months.

In the interests of updating the Lease arrangements and reducing this administrative burden, and to provide the Clubs with greater security of tenure until the Master Plan process for Patterson Sportsground is finalised, it is recommended that the Council enters into the proposed Lease and Licence arrangements for a term of five (5) years with both of the Clubs.

In respect to the proposed Licence with CBS for use of the playing field at Patterson Sportsground, the Council could determine not to enter into the proposed two (2) + two (2) + one (1) year arrangement and to enter into a shorter-term Licence, or to continue issuing six (6)-monthly Licence agreements to CBS. However, in the interests of providing greater security of tenure and in recognition of the ongoing commitment of CBS to the facility (as well reducing the administrative burden of reviewing the Licence arrangement every six (6) months), it is recommended that the Council enters into the proposed Licence agreement with CBS.

### **CONCLUSION**

The Council entered into an arrangement with the East Torrens Payneham Baseball Club Incorporated and the East Torrens Payneham Lacrosse Club Incorporated to Lease the Clubrooms at Patterson Sportsground in September 1980 for a term of 15 years. Following expiry of these arrangements in 1994, new Lease documents were never prepared and both Clubs remain in a holding over arrangement with respect to the Clubrooms. Both Clubs also currently enter into six (6)-monthly Licence arrangements with the Council for use of the playing fields at Patterson Sportsground, for Baseball and Lacrosse season respectively. In the interests of updating and formalising these arrangements, and providing both Clubs with greater security of tenure for the immediate future and until such time as the Master Plan for Patterson Reserve is completed, it is proposed to enter into new Lease and Licence agreements with both Clubs for a term of five (5) years.

In addition, it is proposed to enter into a short-term Licence with Canine Behavioural School for the use of the playing fields once a week for their dog training sessions, for an initial term of two (2) years with rights of renewal for a further two (2) years and one (1) year. CBS has been using Patterson Sportsground since April 2019 and wishes to continue using the facility into the near future and has the support of the Baseball and Lacrosse Clubs.

## COMMENTS

Nil.

## RECOMMENDATION

1. That the Council hereby surrenders the following Lease Agreements in respect to Patterson Sportsground:
  - a. Memorandum of Agreement dated 22 September 1980 between the Corporation of the City of Payneham and the East Torrens Payneham Baseball Club Incorporated; and
  - b. Memorandum of Agreement dated 22 September 1980 between the Corporation of the City of Payneham and the East Torrens Lacrosse Club Incorporated,

on and from the date of execution of the new Lease Agreements between the Council and the East Torrens Baseball Club Incorporated and the East Torrens Payneham Lacrosse Club Incorporated as contained within **Attachment A**.
2. That the Mayor and Chief Executive Officer be authorised to execute on behalf of the Council, the following Lease Agreements in respect to Patterson Sportsground:
  - a. the Lease Agreement between the Council and the East Torrens Baseball Club Incorporated as contained within **Attachment A**; and
  - b. the Lease Agreement between the Council and the East Torrens Payneham Lacrosse Club Incorporated as contained within **Attachment B**,

and that the Chief Executive Officer be authorised to make any minor amendments required to finalise these Lease Agreements in a form suitable for execution.
3. That the Council endorses the following draft Licence Agreements in respect to Patterson Sportsground:
  - a. the Licence Agreement between the Council and the East Torrens Baseball Club Incorporated as contained within **Attachment A**;
  - b. the Licence Agreement between the Council and the East Torrens Payneham Lacrosse Club Incorporated as contained within **Attachment B**; and
  - c. the Licence Agreement between the Council and the Canine Behavioural School Inc. as contained within **Attachment C**,

for the purpose of community consultation under Section 202 of the *Local Government Act 1999* (SA).
4. That, following completion of the community consultation period and subject to the receipt of any submissions during that period, the Mayor and Chief Executive Officer be authorised to execute on behalf of the Council the abovementioned Licence Agreements and that the Chief Executive Officer be authorised to make any minor amendments required to finalise the Licence Agreements in a form suitable for execution.
5. That the Council notes that if any responses are received in the community consultation period, such responses will be presented to the Council along with the abovementioned Licence Agreements for the Council's consideration and final approval.

## **Attachments – Item 11.11**

# Attachment A

## **Patterson Sportsground Lease & Licence Arrangements with East Torrens Baseball Club, East Torrens Payneham Lacrosse Club & Canine Behavioural School**

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

# SPORTING FACILITIES LEASE

## Premises

Patterson Sportsground Clubrooms

## Lessee

East Torrens Baseball Club Inc

## Commencement Date

1 July 2021

## Expiry Date

30 June 2026

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters



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## SCHEDULE

<b>Item 1</b> <b>Premises</b>	The portion of the land comprised in Certificate of Title Volume 5859 Folio 643 and being the area indicated on the plans attached in Annexure B
<b>Item 2</b> <b>Land</b>	The whole of the land comprised in Certificate of Title Volume 5859 Folio 643
<b>Item 3</b> <b>Term</b>	Five (5) years commencing on 1 July 2021 ( <b>Commencement Date</b> ) and expiring at midnight on 30 June 2026, subject to Special Condition 1
<b>Item 4</b> <b>Rent</b>	One dollar (\$1.00) per annum (excluding GST) if demanded
<b>Item 5</b> <b>Outgoings</b>	<b>Outgoings</b> means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land.
<b>Item 6</b> <b>Permitted Use</b>	Operation of the East Torrens Payneham Baseball Club including administration, storage and other Club-related activities including fundraising and events, operation of a bar and kitchen and approved hire of the Premises
<b>Item 7</b> <b>Public Risk Insurance</b>	Twenty Million Dollars (\$20,000,000.00)
<b>Item 8</b> <b>Special Conditions</b>	The terms and conditions (if any) set out in Annexure A are deemed to be incorporated into this Lease and, in the event of any inconsistency with the terms and conditions contained in the body of this Lease, then the Special Conditions will prevail.

DATE

2021

BETWEEN

**THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS** of 175 The Parade, Norwood SA 5067 (**Council**)

AND

**EAST TORRENS BASEBALL CLUB INC** ABN 53 060 019 437 of 24 Turner Street, Felixstow SA 5070 (**Lessee**)

## BACKGROUND

- A. The Council is the registered proprietor of or has the care, control and management of the Land.
- B. The Lessee has requested a lease to use the Premises for the Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Premises and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999*.
- D. The Council and Lessee wish to record the terms of their agreement in this Lease.

**AND THE PARTIES AGREE** as follows:

### 1. ACKNOWLEDGEMENT OF BACKGROUND

The preceding statements are accurate and form part of this Lease.

### 2. DEFINED TERMS AND INTERPRETATION

#### 2.1 Defined Terms

In this Lease:

**Building** means the interior and exterior of all present and future improvements on the Land and includes all Building Services and Common Areas and all other conveniences, services, amenities and appurtenances of, in or to the Building.

**Building Services** includes all services (including gas, electricity, water, sewerage, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building or any premises in or on the Land supplied by any authority, the Council or any other person the Council authorises.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in South Australia.

**Commencement Date** means the commencement date of the Initial Term described in Item 3.

**Common Areas** means all areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees of the Land and their invitees and customers including driveways, car parks, walkways, washrooms, toilets, lifts and stairways.

**Council** means the party described as 'Council' in this Lease and, where the context permits, includes the employees, contractors, managers, agents and other invitees of the Council.

**Council's Equipment** means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and made available for use by the Lessee.

**Initial Term** means the initial term of this Lease commencing on the Commencement Date described in Item 3.

**Institute** means the South Australian Division of the Australian Property Institute.

**Land** means the land described in Item 2 and includes any part of the Land.

**Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

**Lessee** means the party described as 'Lessee' in this Lease and, where the context permits, includes the employees, contractors, agents, customers and other invitees of the Lessee.

**Lessee's Equipment** means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Premises by the Lessee.

**Lessee's Share** means the proportion the lettable floor area of the Premises bears from time to time to the total lettable area of the Land as measured in accordance with the method of measurement recommended for such Premises by the guidelines issued by the Institute current as at the Commencement Date or such other Institute method of measurement as the Council notifies the Lessee.

**Outgoings** means the outgoings described in Item 5.

**Payment Date** means the Commencement Date and the first day of each month during the Term.

**Permitted Use** means the use described in Item 6.

**Premises** means the premises described in Item 1 including all improvements on the Premises and the Council's Equipment and, where the context permits, includes any part of the Premises.

**Rates and Taxes** means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, emergency services levy and land tax (on a single holding basis).

**Maintenance Schedule** means the schedule of repair and maintenance responsibilities attached as Annexure C.

**Rent** means the amount described in Item 4.

**Special Conditions** means the special conditions to this Lease described in Item 8.

**Statutory Authorities** means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

**Statutory Requirements** means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.

**Term** means the Initial Term, the Renewal Term and any period during which the Lessee holds over or remains in occupation of the Premises.

**Yearly Amounts** means the aggregate of the Rent, Outgoings and any other moneys payable by the Lessee during the Term.

## 2.2 Interpretation

Unless the contrary intention appears:

- 2.2.1 a reference to this Lease is a reference to this document;
- 2.2.2 words beginning with capital letters are defined in clause 2.1;
- 2.2.3 a reference to a clause is a reference to a clause in this Lease;
- 2.2.4 a reference to an Item is a reference to an item in the Schedule;
- 2.2.5 a reference to the Schedule is a reference to the schedule of this Lease;
- 2.2.6 a reference to an Annexure is a reference to an annexure to this Lease.
- 2.2.7 headings are for convenience only and do not affect interpretation;
- 2.2.8 the singular includes the plural and vice versa;
- 2.2.9 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 2.2.10 a reference to any party in this Lease or any other document or arrangement referred to in this Lease includes that party's executors, administrators, substitutes, successors and assigns;
- 2.2.11 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
- 2.2.12 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it and all by-laws, regulations and rules issued under it;
- 2.2.13 a reference in this Lease to the Council's approval or consent is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;
- 2.2.14 'including' and similar expressions are not and must not be treated as words of limitation;

2.2.15 the covenants and powers implied in leases by virtue of sections 124 and 125 of the *Real Property Act 1886* will apply and be implied in this Lease unless they are expressly or impliedly excluded or modified; and

2.2.16 any Special Condition in Item 8 will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those Special Conditions will prevail.

### **3. GRANT OF LEASE**

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this Lease.

### **4. RENT**

#### **4.1 Payment of Rent**

The Lessee must pay the Rent by equal monthly instalments in advance on each Payment Date in accordance with Item 4.

#### **4.2 Instalment**

If a rent instalment period is less than one (1) month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

### **5. RATES, TAXES AND OUTGOINGS**

#### **5.1 Liability for Rates and Taxes**

5.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

5.1.2 The Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or earlier termination date of this Lease.

#### **5.2 Payment of Outgoings**

5.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.

5.2.2 The Outgoings shall be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this Lease.

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

If any of the Rates and Taxes or Outgoings are not separately assessed or charged in respect of the Premises, then the Lessee must pay the Lessee's Share of any such Rates and Taxes or Outgoings assessed or charged in respect of the Premises.

#### **5.4 Power and Other Utilities**

- 5.4.1 The Lessee will pay when they are due for payment, all costs for the use of telephone, lights and other utilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Premises.
- 5.4.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Premises, then the Lessee must, if required by the Council, install the necessary meters at its own cost.
- 5.4.3 Without limiting the generality of this clause 5.4, the Lessee will comply in all respects with the *Electricity (General) Regulations 1997* and any other applicable electricity laws.

### **6. USE OF PREMISES**

#### **6.1 Permitted Use**

The Lessee must use the Premises only for the Permitted Use as identified in Item 6 and must not use or allow the Premises to be used for any other use (without the Council's prior written consent).

#### **6.2 Offensive Activities**

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance either:

- 6.2.1 for the Council; or
- 6.2.2 for the owners or occupiers of any adjoining property; and
- 6.2.3 must ensure at all times that activities conducted on or from the Premises will not bring any discredit upon the Council.

#### **6.3 Use of Facilities**

- 6.3.1 The Lessee will ensure that the Building Services are used carefully and responsibly for their intended purposes and in accordance with any directions and instructions that may be given by the Council from time to time.
- 6.3.2 The Lessee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Lessee.

#### **6.4 Statutory Requirements**

The Lessee, at its own cost, must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012 (SA)* and Regulations) and reasonable directives of the Council relating to:

- 6.4.1 the Lessee's use and occupation of the Premises; and
- 6.4.2 the nature of the Permitted Use conducted on the Premises by the Lessee.

## 6.5 Alcohol and Gaming

6.5.1 Unless the Lessee first obtains the written consent of the Council, the Lessee must not apply for:

- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
- (b) a gaming machine licence under the *Gaming Machines Act 1992*.

6.5.2 If the Lessee obtains a licence (or licences) under this clause, the Lessee must not do (or fail to do) or allow any of its employees, agents, contractors, licensees or invitees to (or fail to):

- (a) do anything that is in breach of the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* (as the case may be) or of the conditions of the relevant licence;
- (b) do anything that may result in the relevant licence being revoked or suspended;
- (c) assign the licence;
- (d) apply to remove the licence;
- (e) allow a licence to be granted to another person in respect of the Premises or any part of the Premises; or
- (f) apply to vary or revoke any conditions of the licence.

6.5.3 At or before the expiry or early termination of this Lease, the Lessee must:

- (a) give any notices the Council requires to renew or assign the licence;
- (b) allow those notices to be affixed as and for the period required by the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* as the case may be;
- (c) assign the licence to the Council or the Council's nominees if required to do so by the Council; and
- (d) do anything else that may be required to affect the renewal or assignment of the licence.

## 6.6 Signs

The Lessee must not place any signs or advertisements on the outside (or inside if they can be seen from outside) of the Premises, except a sign or signs which are approved in writing by the Council and comply with any relevant Statutory Requirements.

## 6.7 Dangerous Equipment and Installations

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use.



## 6.8 Fire Precautions

The Lessee must, at its own cost:

- 6.8.1 comply with all Statutory Requirements and directives of the Council relating to fire safety and procedures including any structural works or modifications or other building works which are required as a consequence of the Lessee's particular use of the Premises;
- 6.8.2 comply with any requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures;
- 6.8.3 upon inspection if testing and maintenance has not been attended to, allow the Council, its employees, contractors, agents and other invitees of the Council prompt entry to enable maintenance and testing of the fire safety equipment to be undertaken.

## 6.9 Notice of Defect

The Lessee must:

- 6.9.1 give the Council prompt notice of any circumstance or event which the Lessee should reasonably be aware might cause danger, risk or hazard to the Premises or to any person in the Premises; and
- 6.9.2 if required by the Council, promptly rectify any defect or want of repair to make the Premises safe from danger, risk or hazard.

## 6.10 Security

The Lessee must keep the Premises securely locked at all times when the Premises are not occupied.

## 6.11 No Warranty

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

## 6.12 COVID-19 Requirements

Without limiting clause 6.4 in any way, in conducting the Permitted Use under this Lease, the Lessee must ensure compliance at all times (including by all persons attending the Premises in connection with the Permitted Use) with:

- 6.12.1 all relevant legislative requirements and emergency management directions in place in relation to the COVID-19 Pandemic (including as amended from time-to-time); and
- 6.12.2 all relevant directions, guidelines and codes of practice from any peak body related to the Permitted Use with respect to the COVID-19 Pandemic (including as amended from time-to-time).

## **7. INSURANCE**

### **7.1 Lessee must Insure**

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least the amount in Item 7 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value;
- 7.1.3 plate glass insurance if requested by Council against usual risks; and
- 7.1.4 other insurances required by any Statutory Requirement or which the Council reasonably requires for at least the amounts that Council reasonably requires.

### **7.2 Requirements for Policies**

Each policy the Lessee takes out under this clause 7 must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires;
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made; and
- 7.2.4 note that despite any similar policies of the Council, the Lessee's policies will be primary policies.

### **7.3 Evidence of Insurance**

The Lessee must give the Council certificates evidencing the currency of the policies the Lessee has taken out under this clause 7. During the Term the Lessee must:

- 7.3.1 pay each premium before it is due for payment;
- 7.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 7.3.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent; and
- 7.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

### **7.4 Insurance Affected**

- 7.4.1 The Lessee must not do anything which may:
  - (a) prejudice any insurance of the Premises or the Building; or
  - (b) increase the premium for that insurance.

- 7.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

## **8. REPAIR AND MAINTENANCE**

### **8.1 Repair**

- 8.1.1 The Lessee must keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Building Services situated within the Premises and which exclusively services the Premises in good repair and in accordance with the Maintenance Schedule.
- 8.1.2 If the Council requires the Lessee to do so, the Lessee must promptly repair any damage caused or contributed to by the act, omission, negligence or default of the Lessee.

### **8.2 Maintain and Replace**

The Lessee must maintain, repair or replace items in or attached to the Premises which are damaged or worn with items of the same or similar quality to those in use when they were last replaced with the Council's approval or, if they have not been so replaced, to those in use at the Commencement Date.

### **8.3 Alterations by Lessee**

The Lessee must not carry out any alterations or additions to the Premises without Council's consent and the Council may impose any conditions it considers necessary if it gives its approval including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.

### **8.4 Structural Work**

Despite any other provision of this clause 8.4, the Lessee is not required to carry out any structural work to the Premises or the Building unless that work is requested by Council and is required as a result of:

- 8.4.1 the Lessee's use or occupation of the Premises;
- 8.4.2 the nature of the business conducted on the Premises by the Lessee; and
- 8.4.3 any deliberate or negligent act or omission of the Lessee.

### **8.5 Cleaning**

The Lessee must:

- 8.5.1 keep the Premises clean and tidy;
- 8.5.2 keep the Premises free of vermin, insects and other pests; and
- 8.5.3 not cause the Common Areas to be left untidy or in an unclean state or condition.

## **9. TRANSFERRING, SUBLETTING, HIRING OUT AND SUBLETTING**

The Lessee must not transfer, assign, hire out or sublet this Lease or otherwise part with possession without Council's prior written consent.

### **9.1 Charging**

The Lessee must not charge the Lessee interest in this Lease or the Lessee's Equipment without the Council's written consent and if the Council consents to a charge on the Lessee's Equipment then the Lessee must enter into a deed in a form required by the Council that ensures the charge is subject to the Council's rights under this Lease.

### **9.2 Deemed Assignment**

If the Lessee is a corporation (not being a company with its shares listed on any Stock Exchange in Australia) or an association, any change in the beneficial ownership of twenty per centum (20%) or more of the voting shares in the corporation or any change in the effective control of the corporation or association will be deemed to be an assignment of the Premises requiring the consent of Council under this Lease.

### **9.3 Costs**

The Lessee must pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing including in considering whether or not to grant any consent to a request by the Lessee under this clause 9.

## **10. COUNCIL'S OBLIGATIONS AND RIGHTS**

### **10.1 Quiet Enjoyment**

Subject to the Council's rights and to the Lessee complying with the Lessee's obligations under this Lease, the Lessee may occupy the Premises during the Term without interference from the Council.

### **10.2 Right to Enter**

The Council may (except in the case of emergency when no notice will be required) enter the Premises after giving the Lessee reasonable notice:

- 10.2.1 to see the state of repair of the Premises;
- 10.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 10.2.3 to do anything the Council must or may do under this Lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 10.2.4 to show prospective lessees through the Premises.

### **10.3 Emergencies**

In an emergency the Council may:

- 10.3.1 close the Premises or Building; and
- 10.3.2 prevent the Lessee from entering the Premises or Building.

#### **10.4 Works and Restrictions**

10.4.1 The Council may:

- (a) install, use, maintain, repair, alter and interrupt Building Services;
- (b) carry out works on the Premises and/or the Building (including extensions, renovations and refurbishment).; and
- (c) close (temporarily or permanently) and restrict access to the Common Areas.

10.4.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises.

#### **10.5 Right to Rectify**

Council may at the Lessee's cost do anything which the Lessee should have done under this Lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.

### **11. DAMAGE OR DESTRUCTION**

#### **11.1 Termination for Destruction or Damage**

11.1.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:

- (a) terminating this Lease (on a date at least one (1) month after the Council gives notice); or
- (b) advising the Lessee that the Council intends to repair the Premises and/or the Building so that the Premises are accessible and the Lessee can occupy and use the Premises.

11.1.2 If the Council gives a notice under clause 11.1.1(b) but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end this Lease if the Council does not do whatever is necessary to make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).

11.1.3 If the Council does not comply with clause 11.1.1 or with the Lessee's notice under clause 11.1.2, the Lessee may end this Lease by giving the Council not less than one (1) month's notice.

#### **11.2 Reduction or Abatement of Rent**

11.2.1 The Yearly Amounts to be paid by the Lessee will, during the period the Premises are unfit or inaccessible, be reduced unless:

- (a) the Premises are unfit or inaccessible; or

(b) an insurer refuses to pay a claim,

as a result of a deliberate or negligent act or omission of the Lessee.

11.2.2 The level of the reduction (if any) will depend on the nature and extent of the damage.

11.2.3 If the level of the reduction (if any) cannot be agreed, it must be determined by a qualified licensed valuer with a minimum of five (5) years experience.

## 12. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

12.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Premises (**Redevelopment**) or if for any other reason the Council wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council will be entitled to terminate this Lease subject to the following provisions:

12.1.1 the Council must provide the Lessee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Lease is to be terminated;

12.1.2 the Council may at any time after providing the Lessee with the information specified in clause 12.1.1, give the Lessee a written notice of termination of this Lease (**Termination Notice**) specifying the date on which this Lease is to come to an end, being a date not less than six (6) months after the Termination Notice is given. This Lease will, unless terminated earlier by the Lessee under clause 12.1.3, come to an end at midnight on the day specified in the Termination Notice;

12.1.3 at any time after receiving a Termination Notice under clause 12.1.1, the Lessee may terminate this Lease by giving not less than 7 days' written notice to the Council; and

12.1.4 when this Lease is terminated (whether by the Council under clause 12.1.2 or by the Lessee under clause 12.1.3), the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

## 13. RIGHTS AND OBLIGATIONS ON EXPIRY

### 13.1 Expiry

This Lease will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under any other provision of this Lease.

### 13.2 Handover of Possession

Before this Lease comes to an end, the Lessee will:

13.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;

- 13.2.2 no later than one (1) month before this Lease comes to an end, provide the Council with a written summary of all alterations and additions made to the Premises by the Lessee, whether those alterations and additions were authorised by the Council or not;
- 13.2.3 if required by the Council, remove and reinstate any alterations or additions made to the Premises by the Lessee to the standard as at the Commencement Date;
- 13.2.4 complete any repairs which the Lessee is obliged to carry out under this Lease; and
- 13.2.5 should this not occur, the Council may at its discretion undertake the works and charge the Lessee.

### **13.3 Abandoned Goods**

If, when this Lease comes to an end the Lessee leaves any goods or equipment at the Premises, then the Council will be entitled to deal with and dispose of those goods as it sees fit.

### **13.4 Holding Over**

If, with the Council's consent the Lessee continues to occupy the Premises after the end of this Lease, the Lessee does so as a monthly tenant which:

- 13.4.1 either party may terminate on one (1) month's notice given at any time; and
- 13.4.2 is on the same terms as this Lease.

## **14. BREACH**

### **14.1 Payment Obligations**

14.1.1 The Lessee must make payments due under this Lease:

- (a) without demand (unless this Lease provides demand must be made);
- (b) without set off, counterclaim, withholding or deduction;
- (c) to the Council or as the Council directs; and
- (d) by direct debit or such other means as directed by the Council.

14.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Lessee must make that payment on demand.

### **14.2 Set Off**

The Council may, by notice to the Lessee, set off against any amount due and payable under this Lease by the Council to the Lessee, any amount due and payable by the Lessee to the Council under this Lease or under any other agreement or arrangement.

### 14.3 Council's Rights on Breach

- 14.3.1 If the Lessee is at any time in breach of any of its obligations under this Lease and the Lessee fails to remedy that breach to the satisfaction of the Council after being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter come onto the Premises without notice and do all things necessary to remedy that breach.
- 14.3.2 The Lessee will be liable to pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Lessee as a debt due and payable on demand.

### 14.4 Default, Breach and Re-Entry

In the event that:

- 14.4.1 any moneys (or part of any moneys) payable under this Lease are unpaid for the space of seven (7) days after any day on which the same ought to have been paid (although no formal or legal demand has been made);
- 14.4.2 the Lessee commits, permits or suffers to occur any breach or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of this Lease;
- 14.4.3 in the case of a Lessee being a company or association:
- (a) a meeting of the directors or members of the Lessee is convened to pass a resolution that an administrator of the Lessee be appointed or that the Lessee be wound up voluntarily;
  - (b) any person appoints an administrator of the Lessee;
  - (c) an application is made to any court to wind up the Lessee;
  - (d) an application is made pursuant to section 411 of the Corporations Act;
  - (e) a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Lessee or in respect of any property of the Lessee; or
  - (f) the Lessee is deregistered or dissolved;
- 14.4.4 in the case of a Lessee being a natural person:
- (a) the Lessee commits an act of bankruptcy or a sequestration order is made against the Lessee;
  - (b) a creditor of the Lessee presents a creditor's petition against the Lessee under the *Bankruptcy Act 1966*;
  - (c) the Lessee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
  - (d) the Lessee signs an authority under section 188 of the *Bankruptcy Act 1966*;



- (e) the Lessee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966* and that debt agreement proposal is accepted by the Lessee's creditors;
- (f) the Lessee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
- (g) the Lessee is convicted of an indictable offence (other than a traffic offence);

14.4.5 execution is levied against the Lessee and not discharged within thirty (30) days;

14.4.6 any property in or on the Premises is seized or taken in execution under any judgment or proceedings;

14.4.7 the Premises are left unoccupied for one (1) month or more without the Council's consent,

then despite any other clause of this Lease, the Council at any time has the right to terminate the Lease and re-enter and repossess the Premises without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Rent or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of this Lease.

#### **14.5 Rights of Council not Limited**

The rights of the Council under this Lease and at law resulting from a breach of this Lease by the Lessee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 14.

#### **14.6 Landlord and Tenant Act**

In the case of a breach or default of any term of this Lease where notice is required to be given pursuant to section 10 of the *Landlord and Tenant Act 1936*, such notices will provide that the period of fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Council. No period of notices is required for the non-payment of Rent.

#### **14.7 Repudiation and Damages**

14.7.1 The Lessee acknowledges that the following obligations under this Lease are essential terms:

- (a) the obligation to pay Rent;
- (b) the obligation to pay Outgoings;
- (c) the obligations and prohibitions in relation to use of the Premises;
- (d) the obligations and restrictions in relation to additions and alterations to the Premises; and

(e) the restriction on assignment, subletting, mortgaging and licensing.

- 14.7.2 If the Council accepts payment of Rent or any other moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.
- 14.7.3 If the Lessee breaches any essential term, that conduct on the part of the Lessee will be deemed to constitute a repudiation of this Lease and the Council may at any time thereafter rescind this Lease by accepting that repudiation.
- 14.7.4 The Lessee agrees that if this Lease is terminated by the Council because of a breach by the Lessee of an essential term or if the Lessee repudiates this Lease and the Council accepts that repudiation thereby rescinding this Lease, the Lessee will be obliged to pay compensation to the Council including Rent and other moneys which the Council would otherwise have received under this Lease for the balance of the Term had the Lessee not breached an essential term or repudiated this Lease. In those circumstances, the Council will be obliged to take reasonable steps to mitigate its losses and to endeavour to lease the Premises at a reasonable rent and on reasonable terms.
- 14.7.5 The rights of the Council under this clause 14.7 and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

#### **14.8 Interest on Overdue Amounts**

If the Lessee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

### **15. INDEMNITY AND RELEASE**

#### **15.1 Risk**

The Lessee occupies and uses the Premises at the Lessee's risk.

#### **15.2 Indemnity**

The Lessee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

- 15.2.1 any act or omission of the Lessee;
- 15.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;
- 15.2.3 any fire on or from the Premises;
- 15.2.4 loss or damage to property or injury or death to any person caused by the Lessee, the use of the Premises by the Lessee or otherwise relating to the Premises;

15.2.5 a breach of this Lease by the Lessee; or

15.2.6 the Lessee's use or occupation of the Premises.

### **15.3 Release**

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building, except to the extent that they are caused by the Council's negligence.

### **15.4 Indemnities are Independent**

Each indemnity is independent from the Lessee's other obligations and continues during this Lease and after this Lease ends.

## **16. GENERAL**

### **16.1 Costs**

16.1.1 Unless and except as specified otherwise herein, the parties will bear their own costs and expenses incurred in connection with the preparation, negotiation and execution of this Lease.

16.1.2 The Lessee must, on request, pay or reimburse to the Council all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

### **16.2 Waiver**

If the Council accepts or waives any breach by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Lease.

### **16.3 Notice**

16.3.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

- (a) in the case of the Lessee, if left at the Premises or if the Lessee has vacated the Premises, then if posted by pre-paid post to the last known address of the Lessee;
- (b) in the case of the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Lease unless the Lessee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).

16.3.2 Notice served by pre-paid post will be deemed to have been given or served three (3) Business Days after posting.

**16.4 Severance**

If any part of this Lease is found to be invalid or void or unenforceable, then that part will be severed from this Lease and the remainder of this Lease will continue to apply.

**16.5 Entire Agreement**

The Council and the Lessee acknowledge and agree that this Lease contains and represents the entire agreement reached between them with regard to the Premises and that no promises, representations or undertakings other than those contained in this Lease, were made or given or relied upon and any previous agreements are null and void and have been superseded by this Lease.

**16.6 Resumption**

If the Council receives notice of resumption or acquisition of the Premises or the Land (or any part of the Land affecting the Premises) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Lease by giving not less than three (3) months' written notice to the Lessee. When such termination takes effect, the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

**EXECUTED** as an **AGREEMENT**

**COUNCIL**

**THE COMMON SEAL** of **THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS** was affixed in the presence of:

.....

Robert Bria  
**MAYOR**

.....

Mario Barone PSM  
**CHIEF EXECUTIVE OFFICER**

.....

Date

**LESSEE**

The Common Seal of **EAST TORRENS BASEBALL CLUB INC** ABN 53 060 019 437 was affixed to this document in accordance with its Constitution in the presence of::

.....

Signature

.....

Print Name

.....

Capacity / Role

.....

Date

## ANNEXURE A

### SPECIAL CONDITIONS

#### 1. LEASE TERM

The Council and the Lessee acknowledge and agree that:

- 1.1 the Lessee's right to occupy the Premises under the Lease is limited to the period from 1 October in a year to 31 March in the following year, for each year in the Term; and
- 1.2 the East Torrens Payneham Lacrosse Club Inc will have the right to occupy the Premises for the period from 1 April to 30 September in each year, in accordance with the terms of the Lease between the Council and the East Torrens Payneham Lacrosse Club Inc.

#### 2. SPORTSGROUND LICENCE

The Council and the Lessee acknowledge and agree:

- 2.1 that this Lease is granted concurrently with and is collateral to the grant of a licence from the Council (as licensor) to the Lessee (as licensee) for use of the sportsground at the Land (Licence Agreement);
- 2.2 a breach of the Licence Agreement will be deemed to be a breach of this Lease and vice versa; and
- 2.3 if either the Licence Agreement or the Lease are terminated the other agreement will automatically terminate.

#### 3. MAINTENANCE

Notwithstanding any other clause or Special Condition of this Lease, the Council and the Lessee will be responsible for repair, replacement and maintenance of the Premises in accordance with the Maintenance Schedule in Annexure C.

#### 4. ACCESS LICENCE

The Council grants the Lessee a licence over the Land on the same terms and conditions of this Lease to access:

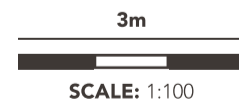
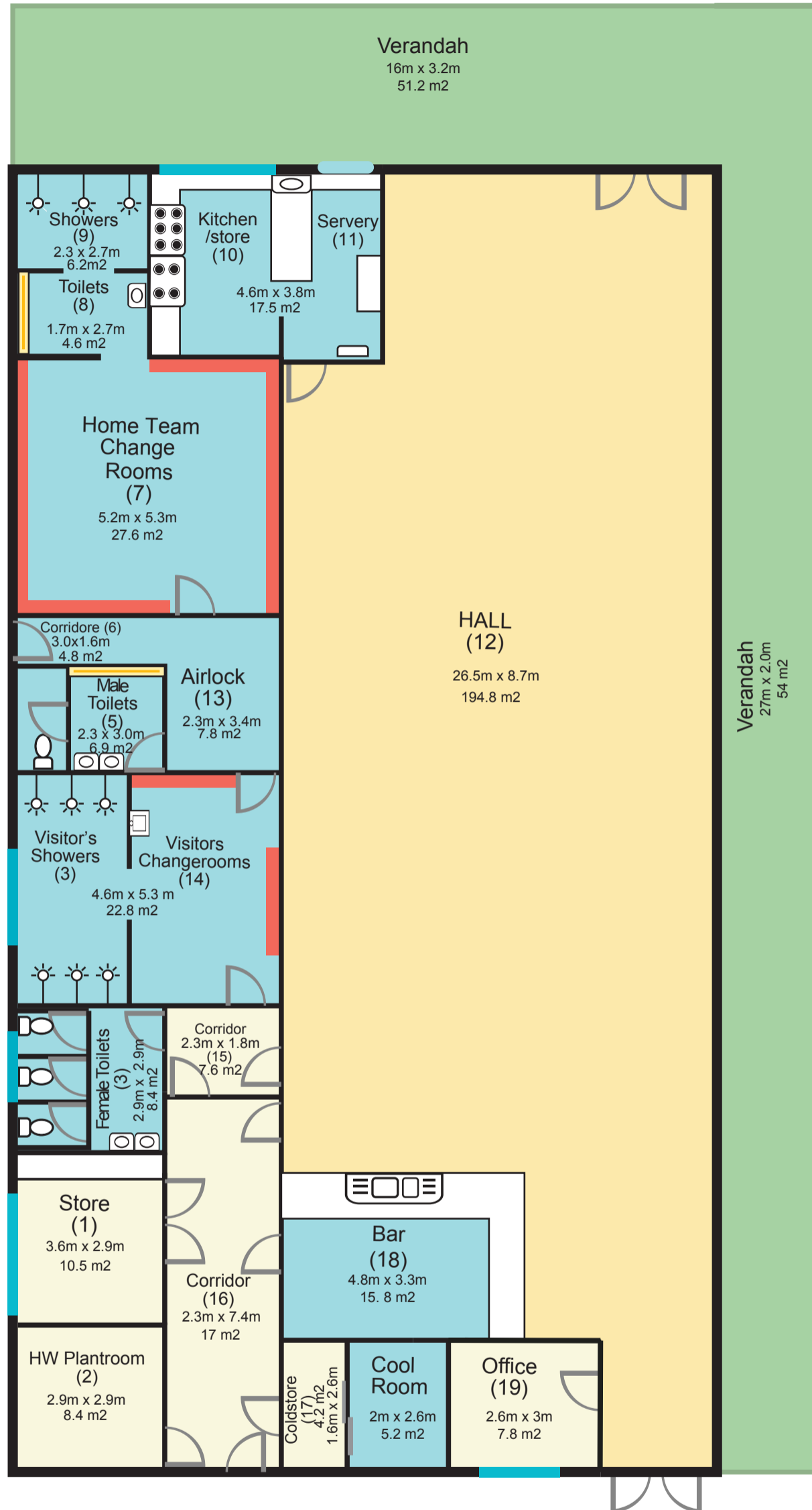
- 4.1 the Premises by vehicle or on foot in connection with this Lease;
- 4.2 the car parking on the Land in connection with this Lease; and
- 4.3 to access the Lessee's storage container located within the car parking area on the Land in connection with this Lease.

#### 5. REDEVELOPMENT

For the purposes of clause 12 (and without limiting clause 12 in any way), the Lessee acknowledges and agrees that the Council intends to commence a Masterplan process in relation to the Land, in respect of which the Council may determine to exercise its rights under clause 13 during the term of this Lease.

**ANNEXURE B**  
**PLAN OF PREMISES**





City of  
Norwood  
Payneham  
& St Peters



JLL ASSET #	:	42.001
COUNCIL ASSET #	:	340
COMMON NAME	:	Patterson Sports Ground
ADDRESS	:	24 Turner St, Felixstow SA 5070
ASSET CLASS	:	Building
SPECIFIC	:	Changing Rooms
HERITAGE STATUS	:	None
ASSET SIZE SQM	:	357 m2
SCALE	:	1cm = 1m
PLAN COMMENTS	:	

**GENERAL DESCRIPTION**

Brick constructed clubrooms with concrete slab floor and metal deck roof. The clubroom building comprises a large open club area with viewing windows lining one wall along with home and away changeroom facilities, toilet facilities, servery and kitchen, cold store, bar, office, plant room and store room. Verandahs line the front and one side with the front verandah offering a stepped concrete base.

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**ANNEXURE C**  
**MAINTENANCE SCHEDULE**

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
1	<b>LEGISLATIVE RESPONSIBILITIES, E.G. OCCUPATIONAL HEALTH, SAFETY &amp; WELFARE (OHS&amp;W), DUTY OF CARE AND PUBLIC LIABILITY</b>						
2	<b>Owner's responsibilities</b>	Legislative requirements	Ensure compliance with OHS & W Act and Regulations & Codes	As required	Council	Council	
3							
4	<b>Occupier's responsibilities</b>	Legislative requirements	Ensure compliance with OHS & W Act and Regulations & Codes	As required	Lessee	Lessee	
5	<b>Risk Management</b>	Risk Management Plan	Prepare and adopt an All Risks Management Plan. Implement the Plan. Provide current copies of the Plan to the Council and keep the Council informed of compliance/non-compliance with the Plan.	Development of Plan prior to occupation of the Premises and review as required by experience, or annually, whichever occurs first.	Lessee	Lessee	Council to verify adequacy of the Plan
6		Identify hazards	On-going monitoring of potential hazards of any kind. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk THEN notify the Council. Rectify the situation as soon as practicable.	As required	Lessee	Lessee	Council to verify adequacy of the implementation of the Plan as part of its annual inspection and review
7		Annually Audit/Inspection	Council to arrange a joint inspection of the Premises to view the state of the Facility and compliance with the provisions of the Lease, legislation and the All Risks Management Plan	Annually	Council		Joint inspection.
8							
9	<b>Chemical Register</b>	Provide and maintain a register of all chemicals used or brought onto the site	Record all chemicals and keep MSDS sheets for these. Registers to be made available to the Council.	Ongoing	Lessee	Lessee	Council to verify adequacy of the Chemical Register as part of its annual inspection and review
10		Monitor	Check that register is being maintained properly	Annually	Council	Council	
11							
12	<b>Hazardous Substances</b>	Storage management	Seek written approval from Council before storing hazardous chemicals on-site.	As required	Lessee	Lessee	
13			Store all hazardous chemicals in accordance with the appropriate AS.	Ongoing	Lessee	Lessee	
14			Do not store excess amounts of hazardous chemicals.	Ongoing	Lessee	Lessee	
15							
16	<b>Asbestos Register</b>	Provide Asbestos Register	Ensure that the Register is provided to the Lessee	Lease Commencement	Council	Council	
17		Make accessible	Ensure that the Register is available on site at all times.	As required	Lessee	Lessee	
18		Contact Council	Lessee to Contact Council BEFORE ANY works take place within the building. Approval is required by Council before any works are commenced.	As required	Lessee	Lessee	
19		Maintain up to date register	Maintain up to date register in line with the relevant Australian Standard.	Ongoing	Council	Council	
20							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
21	<b>Pest Control</b>	Vermin & Pest Control	Eradication of domestic pests & vermin, e.g., mice, cockroaches & black ants (European wasps and termites excepted)	Ongoing	Council	Council	
22		European wasps	Treatment of any nests and infestations.	As required	Council	Council	Council to inform Lessee of proposed actions, chemicals etc. before undertaking any pest extermination work
23							
24		Termites	Reporting infestations	Ongoing	Lessee		Council to be advised ASAP
25			Prevention measures and treatment of nests & infestations	Ongoing	Council	Council	Council to inform Lessee of proposed actions, chemicals etc. before undertaking any pest extermination work
26							
27	<b>Storage</b>	Storage management	All storage areas must be well organised. Avoid over filling storage areas. Store goods/equipment so as to minimise risk.	Ongoing	Lessee	Lessee	
28							
29	<b>Hire Agreements</b>	Use hire agreement.	The Lessee must ensure that all groups using the premises sign a Council provided hire agreement.	Ongoing	Lessee	Lessee	
30							
31	<b>SERVICE CHARGES</b>						
32	<b>Service</b>	<b>Issue</b>	<b>Task Description</b>	<b>Timeliness</b>	<b>Who to Do</b>	<b>Who to Pay</b>	
33	<b>Electricity</b>	Connection	If there is any initial charge for new occupant	As required	Council	Lessee	
34		Usage	Ongoing usage costs	As required	Council	Lessee	
35							
36	<b>Water</b>	Charges	Payment of base water supply charge and levies (if separately charged)	As required	Council	Council	
37		Usage	Usage Costs	As required	Council	Council	
38	<b>Sewer</b>	Connection	If there is any initial charge for any connection	As required	Council	Council	
39		Charges	Payment of base sewer rate (if levied)	As required	Council	Council	
40		Usage	Ongoing usage costs	As required	Council	Council	
41							
42	<b>Gas</b>	Connection	If there is any initial charge for new occupant	As required	Lessee	Lessee	
43		Usage	Ongoing usage costs	As required	Lessee	Lessee	
44							
45	<b>Telephone / data</b>	Equipment, switchboard systems	Installation of equipment and cabling, both to the site and within the premises, including any upgrades and modifications	As required	Lessee	Lessee	If there are existing connections, cabling and equipment in place at the commencement of the occupancy, the Lessee takes the installation 'as is', and becomes responsible for its use and usability.
46		Connection	Lessee to pay any connection costs or installation of new lines	As required	Lessee	Lessee	
47		Usage	Ongoing usage costs including for specific lines for security	As required	Lessee	Lessee	
48							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
49	<b>Essential Safety Provisions (ESP's) and other statutory requirements for buildings</b>	Supply/installation, maintenance and checking	Ensuring compliance with all legislation associated with buildings	As required	Council	Council	Council will undertake the role, usually through engaging contractors (no reimbursement by Lessee).
50							
51	<b>INSURANCE</b>						
52	<b>Relief from Insurance Excess Requirement</b>						
53	<b>Graffiti Attack</b>	Insurance Excess			Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
54	<b>Vandalism and Malicious Damage Exterior only</b>	Insurance Excess	Includes broken windows, provided the damage is only external and not caused/initiated by Lessee, or its permitted hirers.		Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
55	<b>Burglary</b>	Insurance Excess	Includes repairing damage to building		Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
56	<b>Fire, water damage and all other property damage, including being hit by vehicles</b>	Insurance Excess	Includes repairing damage to building		Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
57	<b>All other Claims</b>	Insurance Excess	Includes repairing damage		Council	Council	No excess charge is recoverable from Lessee. Where damage is caused by Lessee, the Council may complete works and invoice Lessee, or Lessee may carry out works to remedy damage as per the Lease.
58							
59	<b>CLEANING</b>						
60	<b>Building internals Clause 3.9</b>	Cleaning	Ensure that the Premises are cleaned regularly & thoroughly by competent cleaners and ensure that at all times the Premises are kept in a clean, neat & tidy condition appropriate for the intended use.	Weekly	Lessee	Lessee	
61	<b>External Areas Clause 3.9</b>	Cleaning	Ensure that the outside areas are kept in a clean, neat & tidy condition appropriate for the intended use.	Ongoing	Lessee	Lessee	
62							
63	<b>EXTERNAL BUILDING FABRIC</b>						
64	<b>Annual Audit/Inspection</b>	Inspection of Facility	Visual check for movement, cracks, dampness or other irregularities. Undertake repairs as required and with reference to budgeting process.	Annually	Council	Council	Council to pay for inspection; Council or Lessee to pay for repairs and replacement, depending upon who is obligated under the Lease.
65	<b>External walls / External painting</b>	Monitor graffiti	Notify Graffiti Removal Group in the event of an attack.	Ongoing	Lessee	Lessee	
66		Remove graffiti	Remove or paint over graffiti.	As required	Council	Council	
67		Re-paint	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required	Council	Council	Unless the Improvement Register attached to the Lease identifies the Lessee as being responsible for this

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
68	<b>External/internal windows</b>	Cleaning – windows and screens	Clean all windows (including screens) on a periodic basis.	Quarterly	Lessee	Lessee	
69		Broken glass	Lessee responsible for the cost of replacement of broken glass, unless through malicious acts not associated with the Lessee, or the Lessee's use of the Facility. Council to organise. Breakage to be reported to Council.	As required	Council	Lessee	Refer to section dealing with Relief from Insurance Excess (LineNo52)
70		Glass broken maliciously	Council responsible for the cost of replacement of broken windows resulting from break-in, attempted break-in or vandalism.	As required	Council	Council	Refer to section dealing with Relief from Insurance Excess (LineNo52)
71		Operation	smooth and proper operation of windows and associated mechanisms	As required	Council	Council	
72		Frames	To be maintained in serviceable order, well painted/protected from weather (if appropriate) and replaced when necessary	As required	Council	Council	
73		Annual Audit/Inspection	Visual inspection for deterioration and/or damage. Physically test for operation.	Annually	Council	Council	
74							
75	<b>Roof – framing &amp; cladding</b>	Monitor leaks	Notify Council if leaks appear.	Ongoing	Lessee	Lessee	
76		Repair or replace	rectify leaks	As required	Council	Council	
77							
78	<b>Roof – gutters &amp; downpipes &amp; eaves</b>	Monitoring effectiveness	Visual inspection for integrity, damage & cleaning requirement.	Ongoing	Lessee	Lessee	
79		Cleaning	Cleaning gutters and downpipes as required.	As required	Lessee	Lessee	
80		Painting	As required to prevent deterioration.	As required	Council	Council	
81		Poor condition	Repair or replace	As required	Council	Council	
82		Annual Audit/Inspection	Visual inspection for integrity, damage & cleaning requirement.	Annually	Council	Council	
83							
84	<b>External doors</b>	Installation & operation of the solid external doors	maintain integrity of the doors	As required	Council	Council	
85		Installation & operation of fly screen doors	maintain integrity of the doors	As required	Lessee	Lessee	The Lessee may install and maintain fly screen doors as a fixture for which the Lessee is responsible. Note: fly screen doors are required to be keyed to the Council's master key system.
86		Keys	key cutting required as a result of lost/damaged keys or operational demands of Lessee	As required	Council	Lessee	
87		Door operation (Hinges)	Lessee to lubricate hinges as required.	As required	Lessee	Lessee	
88		Door operation (General)	Ongoing monitoring of operating condition & locking integrity. Notify Council immediately in the event of any failure.	Ongoing	Lessee	Lessee	
89		Lock maintenance and replacement	Lock management is the responsibility of Council except where the damage is clearly a result of misuse by Lessee.	Ongoing	Council	Council	
90							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
91	<b>External building signage</b>	Approval	Council to be notified of new signage. Lessee to apply to the Council for Lessor approval	As required	Lessee	Lessee	
92		Installation	Lessee to install in accordance with lease requirements and relevant statutory requirements (i.e. planning, building, by-laws etc.) when installing or replacing signage	As required	Lessee	Lessee	
93		Maintenance	Lessee to maintain, replace, keep in good appearance, condition and working order and abide by all lease requirements and relevant statutory requirements (i.e. planning, building, Community Land Management Plans, by-laws etc.)	As required	Lessee	Lessee	
94	<b>External lighting, including flood lighting and security lighting</b>	Approval	Council to be notified of proposal to install or alter external lighting. Lessee to apply to the Council for Lessor approval.	As required	Lessee	Lessee	
		Installation	Council to instal in accordance with Lessee's requirements and compliance with relevant statutory requirements (ie planning, building, by-laws etc) when installing or replacing lighting	As required	Council	Council	
		Maintenance	Lessor to maintain, replace, keep in good appearance, condition and working order	As required	Council	Council	This includes globe replacement and motion detectors.
98	<b>INTERNAL BUILDING FABRIC</b>						
99	<b>Internal walls &amp; ceilings – solid and/or gyprock</b>	Manage against damage/marking	Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Refer to cleaning below.	Ongoing	Lessee	Lessee	
100		Repairs	Lessee responsible for the cost of repairs or replacement, unless caused through structural failure or water damage which was not contributed to by the Lessee failing to take proper precautions.	As required	Council	Lessee	Council to organise.
102		Monitor salt damp	Lessee to monitor salt damp on internal walls and notify Council if remedial measures and/or repairs are required, Council to undertake required works.	Ongoing	Lessee / Council	Council	
103	<b>Internal doors – including operable walls</b>	Lock & key issues	Same as external doors.				
104		Manage against damage/marking	Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Refer to cleaning below.	Ongoing	Lessee	Lessee	
105		Repairs	Lessee responsible for the cost of repairs, unless only attributable to fair wear and tear factors.	As required	Council	Lessee	Council to organise.
106							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
107	<b>Floor finishes (includes stairs where applicable)</b>	Monitor for trip/slip hazards	On-going monitoring of potential slip/trip hazards. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk. Notify Council should hazard relate to structural movement or building fabric.	As required	Lessee	Lessee	
108		Inspect in order to assess integrity & replacement requirement.	Annual Audit/Inspection	Annual	Council	Council	
109		Cleaning (including stain removal) and/or polishing	To be undertaken as part of a formal cleaning regime.	As required	Lessee	Lessee	
110		Strip back & re-seal of hard floors	Not Applicable.	Not Applicable	Not Applicable	Not Applicable	
111		Repairs & replacement	Repair and replace carpets and other floor coverings, if originally supplied by the Council, or accepted by the Council as a Council fixture, otherwise the Lessee is responsible.	As required	Council	Council	Lessee liable to pay if work is required due to extraordinary factors or negligence pertaining to the Lessee.
113	<b>Wall finishes</b>	Cleaning	Where nature of finish permits, wash marks off walls.	As required	Lessee	Lessee	
114		Painting	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required	Council	Council	
114							
116	<b>Ceiling finishes</b>	Painting	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required	Council	Council	
117							
118	<b>Internal fittings, fixings &amp; built-in joinery</b>	Annual Audit/Inspection	Visual inspection for integrity & damage. Repair/replace as required.	Annually	Council	Council	
119		Repairs & replacement	Repair and replace fixtures, if originally supplied by the Council, or accepted by the Council as a Council fixture, otherwise the Lessee is responsible.	As required	Council	Council	Lessee liable to pay if work is required due to extraordinary factors or negligence pertaining to the Lessee, or the fixture belongs to the Lessee.
120							
121	<b>GROUNDS</b>						
122	<b>Garden beds</b>	Gardening	General garden maintenance including watering, weeding, trimming etc. to all external shrubbery and garden beds	Ongoing	Council	Council	
123	<b>Lawns</b>	Installation and maintenance	Maintain in good, neat condition, weed free and mown	As required	Council	Council	Not Applicable
124	<b>Tree management</b>	Assessment of condition	Monitor aesthetics and stability, especially with respect to potential personal injury or building damage. Notify Council of issues.	As required	Lessee	Lessee	
125		Remove, prune or treat	Undertake tree maintenance as agreed with the Council	As required	Council	Council	
126		Protection	Exercise caution with vehicles associated with the activity that enter / exit the site adjacent to existing mature trees.		Council	Council	
127		Major trimming or removal	Trim or remove trees as advised by arborist	As required	Council	Council	Council approval is first required
128							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
129	<b>Fencing (including gates)</b>	Site perimeter fencing and gates	Install, repair, maintain and replace as necessary and if applicable, in accordance with the <i>Fences Act 1975</i> . Refer below if there is contributory negligence by the Lessee.	As required	Council	Council	Perimeter fencing means the fencing around the border of the whole site being leased and may comprise a standard fence as used in the neighbourhood, or the standard type of reserve fencing specified by the Council.
130		Site perimeter fencing	Repair any damage caused by Lessee, e.g. materials, including fill placed on or against fence, attachments, etc..	As required	Council	Lessee	
131		Special purpose fencing and gates	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
132		Internal fencing	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
133		Trellises on fences	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
134							
135	<b>Paths &amp; Paved Areas</b>	Keep clean	Keep free of rubbish and tree/garden debris.	As required	Lessee	Lessee	Except where Council has undertaken maintenance works - then Council is responsible.
136		Repairs & replacement	Undertake repairs as required in order to maintain integrity & minimise public risk.	As required	Council	Council	
137		Identify trip hazards	On-going monitoring of potential slip/trip hazards. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk THEN notify Council of the details, including date discovered and date fixed.	As required	Lessee	Lessee	
138							
139	<b>Site Signage</b>	Signs necessary for site management (i.e. statutory, parking signs)	Update details, remove graffiti, repair or replace as required.	As required	Council	Council	
140							



LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
141	<b>STORMWATER DRAINS</b>						
142	<b>Open Stormwater Drains</b>	Construction & Maintenance	Install and keep in good working order	As required	Council	Council	
143		Regular inspection and cleaning	Keep free of tree/garden debris & litter	Weekly	Lessee	Lessee	
144							
145	<b>Stormwater drainage systems (sumps and pipes)</b>	Construction & Maintenance	Install and keep in good working order	As required	Council	Council	
146		Regular inspection and cleaning	Keep free of blockages and silt	Quarterly	Lessee	Lessee	
147							
148	<b>SA WATER MAINS WATER IRRIGATION SYSTEM</b>						
149	<b>Irrigation Mains</b>	Supply, repairs and maintenance	Provision of a mains water (SA Water) supply, either from the SA Water main meter with a subsidiary flow meter in the line to measure the usage of mains water by the Lessee, or a direct metered supply from SA Water	As required	Council	Council	
150	<b>Water consumption</b>	Pay utility charges	Pay charges for supply and consumption	As required	Council	Council	
151							
152	<b>RAINWATER TANKS</b>						
153	<b>Rainwater tanks &amp; filters</b>	Supply, repairs and maintenance	Maintain in good working order, including cleaning the filters and tanks. Rainwater tank located at 66 Nelson Street next door, but plumbed to this tenancy at 68 Nelson Street.	As required	Council	Lessee	Not Applicable
153	<b>Supply pipes and fittings</b>	Supply, repairs and maintenance	Install and maintain in good working order the water delivery system from the roads to the collection tanks.	As required	Council	Council	Not Applicable
155	<b>Water Quality - Operation</b>	Operation	Operate and manage the rainwater system in compliance with any regulatory requirements and/or guidelines	As required	Lessee	Lessee	Not Applicable
156	<b>Rainwater Distribution System</b>	Supply, repairs and maintenance	Maintain in good working order the pumps, pipes, valves (including any required back flow prevention valves), sinks, taps and other fittings used in the distribution and disposal of collected rainwater.	As required	Council	Council	Not Applicable
158	<b>AIR CONDITIONING</b>						
159	<b>Air conditioning systems</b>	Maintenance contract	Includes major cleaning and general maintenance.	Annually	Council	Lessee	
160	<b>Air conditioning systems</b>	Repairs & replacement	As advised from time to time by the Contractor, or the Lessee	As required	Council	Council	
161	<b>Air conditioning filters</b>	Clean	Clean filters as per the operating manual	Annually	Council	Lessee	Included as part of maintenance contract
162							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
163	<b>PLUMBING MAINTENANCE</b>						
164	<b>General plumbing (water &amp; sewer)</b>	Toilet fittings, taps, sinks, drains, pipes etc.	Keep clean, maintain in good repair and free from blockages.	As required	Lessee	Lessee	
165		Toilet fittings, sinks, drains, pipes etc.	Unblock	As required	Lessee	Lessee	
166		Toilet fittings, sinks, drains, pipes etc.	Repair/replace as required for fair wear and tear.	As required	Council	Council	
167		Toilet fittings, sinks, drains, pipes etc.	Repair/replace as required if damaged or prematurely failing due to lack of maintenance or negligence, etc.	As required	Council	Lessee	
168	<b>Hot water services (includes solar)</b>	Relief valve	Keep relief valve clear	Annually	Lessee	Lessee	
169		Repair or replace	Repair or replace as required	As required	Council	Council	
170							
171	<b>ELECTRICAL SUPPLY &amp; MAINTENANCE</b>						
172	<b>Solar or wind generation systems</b>	Supply	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
173		Operation and maintenance	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
174							
175	<b>Main Switchboard</b>	Main electrical connection and main distribution board	Supply main electrical connection and main distribution board	Initial installation	Council	Council	
176		Maintenance, including testing and inspections	Checking and maintenance/repair of electrical installation	As required	Council	Council	
177		Upgrade	Upgrade if a result of increased power requirements	As required	Council	Lessee	
178							
179	<b>Electrical distribution network &amp; sub-boards</b>	Maintenance, including testing and inspections	Checking and maintenance/repair of electrical installation	As required	Council	Council	
180		Upgrade	Upgrade if a result of increased power requirements	As required	Council	Lessee	
181							
182	<b>RCDs</b>	Regular test by identified resource	Test for correct operation monthly. Document test as required.	Monthly	Lessee	Lessee	
183		Electrician testing & maintenance	Contract for inspection and test as per AS 3190	As required	Council	Lessee	
184							
185	<b>Tagging and testing</b>	In-service safety inspection and testing of electrical equipment	Maintain regulatory compliance as per AS 3760. Inspection & testing to be coordinated by Council for Council owned fixtures and fittings. Lessee to arrange tagging and testing of Lessee owned electrical equipment unless otherwise arranged with Lessor.	Annually	Council / Lessee	Lessee	
186							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
187	<b>External lighting/Internal lighting (including Fittings)</b>	Initial Installation	Installation of all lights, including floodlighting, security lighting and internal lighting	As required	Council	Council	The Lessee takes the installation 'as is', and becomes responsible for its use and usability.
188		Alterations and new fittings	Changes or additions to existing lighting is required	As required	Council	Lessee	
189		Maintenance, including replacement of motion detectors, globes, etc.	Lessee to replace at own cost.	As required	Lessee	Lessee	If Council undertakes the work (eg high level replacement), the Lessee is to reimburse the Council's costs.
190		Monitor operation	Lessee to notify Council of maintenance/replacement requirement of light fittings.	Ongoing	Lessee	Lessee	
191		Damaged fittings	Repair/replace as required	As required	Council	Council	Council to pay for vandalism & malicious damage, up to amount of insurance excess
192							
193	<b>Switches</b>	Annual audit/inspection	Inspection for integrity and damage by Lessee.	Annually	Council	Council	Council to pay for inspection; Lessee to pay for repairs and replacement, if Lessee's fault.
194							
195	<b>ESSENTIAL SAFETY PROVISIONS (ESP'S)</b>						
196	<b>ESP's include: building fire safety systems, fire extinguishers, fire blankets, fire hose reels, exit lighting, emergency lighting, emergency egress points, etc. and other statutory safety requirements for buildings.</b>						
197	<b>General</b>	Initial Installation: Supply & install ESP equipment	Ensure that required ESP equipment is supplied, installed and working and that the premises comply at the beginning of the occupancy (not a continuing occupancy).	As required	Council	Council	Council will undertake the role, usually through engaging contractors, and seek reimbursement from the Lessee for the costs incurred.
198		Coordinate testing, servicing and maintenance for all ESP's & ensure compliance with the Development Act 1993	A Form 3 certificate (as required pursuant to Regulation 76 of the Development Act 1993) will be completed by a certified contractor annually as proof that the required testing and maintenance has been carried out.	Ongoing	Council	Lessee	
199		Cost reimbursement	Reimburse Council expenditure incurred with ongoing ESP supply and compliance	As incurred	Council	Lessee	
200	<b>Exit lighting</b>	Notify Council if inoperative	If an exit light is damaged or not working the Council must be contacted immediately.	Ongoing	Lessee	Lessee	
201		Repair/replace	Repair/replace immediately	As required	Council	Lessee	
202							
203	<b>Fire extinguishers, fire blankets, fire hose reels, etc.</b>	Tampering	Manage against tampering. Ensure that fire safety equipment is not moved from its dedicated location or tampered with.	Ongoing	Lessee	Lessee	
204		Repair/replace	Repair/replace immediately	As required	Council	Lessee	
205							
206	<b>Emergency exit doors</b>	Monitor operation	Ongoing monitoring of operating condition & locking integrity. Notify Council immediately in the event of any failure.	Ongoing	Lessee	Lessee	
207		Repair/replace	Repair/replace immediately	As required	Council	Council	
208							
209	<b>Emergency egress points &amp; paths of travel to exit doors</b>	Keep clear at all times (internally and externally)	Ensure that emergency egress points are kept clear at all times. That is, prevent blocking by furniture or stored items.	Ongoing	Lessee	Lessee	
210							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
211	<b>SECURITY - Council Installed &amp; Maintained</b>						
212	Security system	Maintain the security system.	Maintain the security system.	Annually	Council	Council	Not Applicable
213							
214	Security contract	Repairs & replacement	As required	As required	Council	Council	Not Applicable
215							
216	<b>SECURITY - Lessee Installed &amp; Maintained</b>						
217	Security system	Maintain the security system.	Maintain the security system.	Annually	Lessee	Lessee	
218		Council to be kept informed	Provide current details of the security system, including names of security company and access codes to the Council	As required	Lessee	Lessee	
219	Security contract	Repairs & replacement	As required	As required	Lessee	Lessee	

# LICENCE AGREEMENT

## Licence Area

Patterson Sportsground

## Licensee

East Torrens Baseball Club Inc

## Commencement Date

1 July 2021

## Expiry Date

30 June 2026

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

SCHEDULE	
<b>ITEM 1</b> <b>Licensee</b>	Name of Licensee: <b>East Torrens Baseball Club Inc</b> ABN: 53 060 019 437 Postal address: 12 Bermuda Court, Athelstone SA 5076  <b>Licensee contact details:</b> <ul style="list-style-type: none"> <li>• Name: Damien Norsworthy (President)</li> <li>• Email: <a href="mailto:president@etbc.com.au">president@etbc.com.au</a></li> <li>• Phone: 0407 396 787</li> </ul>
<b>ITEM 2</b> <b>Land</b>	Name of Council reserve / park: <b>Patterson Sportsground</b> being portion of the land comprised in Certificates of Title Volume 5859 Folio 643 and Volume 5386 Folio 506.
<b>ITEM 3</b> <b>Licence Area</b>	The grassed sportsground area marked in red on the Plan attached as Annexure B
<b>ITEM 4</b> <b>Term</b>	A term of five (5) years commencing on 1 July 2021 (' <b>Commencement Date</b> ') and expiring at midnight on 30 June 2026.
<b>ITEM 5</b> <b>Times of use</b>	Monday-Friday: 5-9pm  Saturday-Sunday: 9am-7pm  or as otherwise agreed between the parties.
<b>ITEM 6</b> <b>Permitted Use</b>	Playing and practising of baseball (juniors and seniors) and ancillary activities including tee ball, fundraising and events
<b>ITEM 7</b> <b>Licence Fee</b>	12.5% of the costs incurred by the Council in undertaking its maintenance obligations in respect to the Licence Area pursuant to Special Condition 4 (including the cost of supplying water) in the preceding year, payable on 1 October 2021 and on that date in each year of the Term thereafter and upon issue of an invoice from the Council.
<b>ITEM 8</b> <b>Public Liability Insurance</b>	Twenty Million Dollars (\$20,000,000.00)

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2021

**BETWEEN**

The Corporation of the City of Norwood Payneham and St Peters of 175 The Parade Norwood SA 5067 (the **Council**)

**AND**

The **Licensee** as described in Item 1 of the Schedule.

**BACKGROUND**

- A. The Council is the registered proprietor of or has the care, control and management of the Reserve.
- B. The Licensee has requested a licence to use the Area for the Permitted Use during the Times of Use.
- C. The Council has agreed to grant the Licensee a licence of the Area, and (if necessary) has undertaken community consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* (SA).
- D. The Council and Licensee wish to record the terms of their agreement in this Licence.

**TERMS**

**1. ACKNOWLEDGEMENT OF BACKGROUND**

The preceding statements are accurate and form part of this Licence.

**2. DICTIONARY**

In this Licence:

**Agreed Consideration** means the Licence Fee, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Licensee for any supply or use of the Area and any goods, services or other things provided by the Council under this Licence (other than tax payable under clause 17).

**Area** means the area described in Item 3 including the Council's Equipment.

**Building** means the interior and exterior of all present and future improvements on the Reserve and includes all Services and Common Areas and all other conveniences, services, amenities and appurtenances of, in or to the Building.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in South Australia.

**Commencement Date** means the commencement date of the Term described in Item 4.

**Common Areas** means all areas of the Reserve which are not leased or tenanted and which are for common use by tenants and lessees of the Reserve, their invitees and customers, and members of the public including driveways, car parks, walkways, washrooms, toilets, lifts and stairways.

**Council** means the party described as 'the Council' in this Licence and where the context permits includes the employees, contractors, agents and other invitees of the Council.

**Council's Equipment** means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Area and made available for use by the Licensee.

**Default Rate** means the rate which is 2% per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000 and if there is more than one rate published, the highest of those rates.

**GST** has the same meaning as given to that term in the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

**GST Rate** means 10% or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

**Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

**Licence Fee** means the fee set out in Item 7.

**Licensee** means the party described as 'Licensee' in this Licence and where the context permits includes the employees, contractors, agents, customers and other invitees of the Licensee.

**Licensee's Equipment** means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Area by the Licensee, and includes (without limitation) fencing, nets, back stops, coaches boxes, scoreboards, signs and signboards (including sponsor's signs) and trailers.

**Permitted Use** means the use described in Item 6.

**Reserve** means the reserve or park described in Item 2 and includes any part of the Reserve.

**Services** includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building or any Area in or on the Reserve supplied by any authority, the Council or any other person the Council authorises.

**Statutory Authorities** means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

**Term** means the term of this Licence commencing on the Commencement Date and described in Item 4 and any period during which the Licensee holds over or remains in occupation of the Area.

**Times of Use** means the times set out in Item 5.

### 3. INTERPRETATION

In this Licence, unless the contrary intention appears:

- 3.1 a reference to a clause is a reference to a clause in this Licence;
- 3.2 a reference to an Item is a reference to an item in the Schedule;
- 3.3 a reference to the Schedule is a reference to the schedule of this Licence; and
- 3.4 a reference to an Annexure is a reference to an annexure to this Licence.
- 3.5 headings are for convenience only and do not affect interpretation;
- 3.6 the singular includes the plural and vice-versa;
- 3.7 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 3.8 a reference to any party in this Licence, or any other document or arrangement referred to in this Licence, includes that party's executors, administrators, substitutes, successors and assigns;
- 3.9 a reference to any document (including this Licence) is to that document as varied, novated, ratified or replaced from time to time;



- 3.10 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 3.11 a reference in this Licence to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council; and
- 3.12 'including' and similar expressions are not and must not be treated as words of limitation.

#### **4. GRANT OF LICENCE**

- 4.1 The Council grants and the Licensee accepts a licence of the Area for the Term and during the Times of Use as set out in this Licence.
- 4.2 The rights conferred by this Licence shall rest in contract only and shall not create or confer upon the Licensee any tenancy, estate or interest in or over the Area or the Reserve.

#### **5. LICENCE FEE**

The Licensee must pay to the Council the Licence Fee in accordance with the payment schedule set out in Item 7 of the Schedule, unless an alternative payment schedule is otherwise agreed with the Council.

#### **6. USE OF AREA**

##### **6.1 Permitted Use**

The Licensee must use the Area strictly only for the Permitted Use.

##### **6.2 Nuisance and Offensive Activities**

6.2.1 Notwithstanding clause 6.1, the Licensee must not carry on any offensive or dangerous activities on or from the Area or create a nuisance or disturbance to Council, the public or other owners or occupiers of nearby land, and must take all reasonable steps to minimise noise, dust and vibration from the Area.

6.2.2 The Licensee will be responsible for the conduct of any persons participating in and any spectators of the Permitted Use and will use its best endeavours to ensure that they comply with the terms of this Licence

##### **6.3 Use of Services**

6.3.1 The Licensee will ensure that the Services (if any) are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.

6.3.2 The Licensee must promptly repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Licensee, and must immediately notify the Council of any such damage or malfunction.

##### **6.4 Cleaning**

The Licensee must keep the Area clean, tidy and free from rubbish, and must not cause the Common Areas to be left untidy or in an unclean state or condition.

##### **6.5 Qualified Persons**

The Licensee must ensure that there are sufficiently qualified people in attendance at the Area, in accordance with any applicable industry standards, to supervise the Permitted Use conducted in the Area under this Licence.

##### **6.6 Notification of Hazards**

The Licensee must immediately notify the Council upon becoming aware of any hazards, risks and obligations relating to the Area (including under the *Work Health and Safety Act 2012*).

## 6.7 Alcohol and Gaming

6.7.1 Unless the Licensee first obtains the written consent of the Council, the Licensee must not apply for:

- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
- (b) a gaming machine licence under the *Gaming Machines Act 1992*.

6.7.2 If the Permit Holder obtains any of the above licences, then it must comply with any licence terms and conditions and the relevant Act(s) at all times.

## 6.8 Smoking

The Licensee acknowledges and agrees that smoking is prohibited at the Area or at the Reserve at all times in accordance with the Council's Smoke-Free Policy.

## 6.9 Signs and Banners

The Licensee must not place any signs, advertisements or banners at the Area except where prior Council approval has been obtained and in accordance with any statutory requirements. Approved signs, advertisements or banners must be removed within five (5) days of the expiry or earlier determination of this Permit

## 6.10 Advertising

The Licensee must not offer to sell goods, solicit, attempt to attract trade or business, tout or spruik on the Area or any area owned or controlled by the Council surrounding the Area, other than in connection with the Permitted Use.

## 6.11 Pegging and Moveable Structures

The Licensee must not cause or permit pegs to be placed in the ground at the Area and must ensure that all moveable structures are weighted in accordance with relevant industry standards, including as set out in the *Hire and Rental Industry Association (HRIA) Marquee Weighting Guide* (as amended from time to time), and otherwise to Council specifications.

## 6.12 Vehicles

The Licensee must not cause or permit vehicles to be driven onto or parked on the Area or the Reserve, unless prior approval has been obtained from the Council.

## 6.13 Keys

6.13.1 Any keys issued by the Council to the Licensee for the purpose of conducting the Permitted Use at the Area will remain the property of the Council and must be returned to the Council upon the expiry or earlier determination of this Licence, unless otherwise agreed.

6.13.2 The Licensee will be liable to pay to the Council the cost of issuing and/or replacing any keys.

## 6.14 Events

6.14.1 The Licensee acknowledges and agrees that if the Area is being used for another organised purpose (**Event**), which has been approved or authorised by the Council and notified to the Licensee in advance, the Licensee will cooperate with the organisers of the Event and the Council and will, if required, cease operation of the Permitted Use at the Area for the duration of the Event, and may relocate to another location, subject to the Council's prior consent.

6.14.2 The Licensee acknowledges and agrees that the Council will not be liable for any claims or costs suffered by the Licensee due to any disruption of the Permitted Use by any actions of the Council in connection with the Event, including authorising or approving the Event.

**6.15 Statutory Requirements**

The Licensee must comply with all applicable legislation, regulations, by-laws, codes of practice, guidelines and Council policies relating to the Permitted Use or the Area, including any applicable industry or health and safety standards in relation to the Permitted Use.

**6.16 Comply with Directions**

The Licensee must comply with all reasonable directions given to the Licensee by any employee or officer of the Council in relation to this Licence or the Permitted Use.

**6.17 No Warranty**

The Council makes no warranty or representation regarding the suitability of the Area (structural or otherwise) for the Permitted Use or any other purpose.

**6.18 COVID-19 Requirements**

Without limiting clause 6.15 in any way, in conducting the Permitted Use under this Licence, the Licensee must ensure compliance at all times (including by all persons attending the Licence Area in connection with the Permitted Use) with:

6.18.1 all relevant legislative requirements and emergency management directions in place in relation to the COVID-19 Pandemic (including as amended from time-to-time); and

6.18.2 all relevant directions, guidelines and codes of practice from any peak body related to the Permitted Use with respect to the COVID-19 Pandemic (including as amended from time-to-time).

**7. INSURANCE****7.1 Licensee must Insure**

The Licensee must keep current during the Term:

7.1.1 public risk insurance for at least the amount in Item 8 (or any other amount the Council reasonably requires) for each claim; and

7.1.2 other insurances required by any Statutory Requirement or which the Council reasonably requires.

**7.2 Requirements for Policies**

Each policy the Licensee takes out under this clause 7 must:

7.2.1 be with an insurer and on terms reasonably approved by the Council;

7.2.2 be in the name of the Licensee and note the interest of the Council and any other person the Council requires;

7.2.3 cover events occurring during the policy's currency regardless of when claims are made; and

7.2.4 note that despite any similar policies of the Council, the Licensee's policies will be primary policies.

**7.3 Evidence of Insurance**

The Licensee must give the Council certificates evidencing the currency of the policies the Licensee has taken out under this clause 7 prior to the Commencement Date and otherwise upon request.

**8. LICENSEE'S EQUIPMENT, MAINTENANCE AND REMOVAL**

- 8.1 Any Licensee's Equipment installed in or brought on to or kept at the Area by the Licensee is subject to prior Council approval.
- 8.2 The Licensee must, at its own cost and expense during the Term, keep, maintain and replace the Licensee's Equipment in good, safe and proper repair and condition and in accordance with any applicable industry or health and safety standards, and otherwise to the Council's satisfaction and in accordance with all directions and requirements of the Council.
- 8.3 The Licensee must maintain, repair or replace any Licensee's Equipment which are damaged or worn with items of the same or similar quality to those in use when they were last replaced with the Council's approval, or if they have not been so replaced, to those in use at the Commencement Date.
- 8.4 The Licensee must remove any Licensee's Equipment installed in or brought on to or kept at the Area upon the expiration or earlier determination of this Licence.
- 8.5 Any Licensee's Equipment that is not removed from the Area in accordance with clause 8.4 may be removed by the Council and all costs incurred by the Council in connection with such removal (including storage costs) are recoverable by the Council from the Licensee as a debt.

**9. ALTERATIONS BY THE LICENSEE**

- 9.1 The Licensee must not carry out any alterations or additions to the Area without the Council's consent.
- 9.2 The Licensee must provide full details of the proposed alteration and additions to the Council.
- 9.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Licensee to obtain the Council's consent to any agreements that the Licensee enters into in relation to the alterations or additions.
- 9.4 The Licensee must carry out any approved alterations and additions:
- 9.4.1 in a proper and workmanlike manner;
  - 9.4.2 in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as licensor under this Licence; and
  - 9.4.3 in accordance with all Statutory Requirements.
- 9.5 The Licensee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Licensee's alterations and additions.

**10. DAMAGE**

- 10.1 The Licensee must not permit, cause or contribute to damage to the Area, Reserve or any road, footpath, Council owned or controlled land or property in the immediate vicinity of the Area, or any of the Council's Equipment or Services, in carrying out the Permitted Use or otherwise in connection with this Licence.
- 10.2 If the Licensee does cause any damage described in clause 10.1, or to the Reserve or any part of the Reserve, or to any part of the Council's property, the Licensee must immediately notify the Council and at its own cost and expense promptly rectify the

damage and reinstate the Area or Reserve to the satisfaction of the Council and in accordance with all directions and requirements of Council.

- 10.3 If the Licensee fails to promptly rectify and repair any such damage pursuant to clause 10.2, or alternatively if the Council elects in its discretion, the Council may undertake the rectification and repairs itself, without notice having been given to the Licensee and the Council shall be entitled to recover from the Licensee as a liquidated debt any costs incurred in doing so.

## 11. TRANSFERRING, SUBLETTING AND CHARGING

- 11.1 The Licensee must not assign this Licence without the Council's prior written consent.
- 11.2 The Licensee must not charge, sublicense or otherwise part with possession with the Area without the Council's prior written consent.

## 12. COUNCIL'S OBLIGATIONS AND RIGHTS

### 12.1 Right to Enter

12.1.1 The Council may (except in the case of emergency when no notice will be required) enter the Area at any time after giving the Licensee reasonable notice for any reason, including to inspect the Area, the Reserve, the Licensee's Equipment or to do repairs or other works or to satisfy the requirements of any Statutory Authority.

12.1.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Licensee's use and occupation of the Area.

### 12.2 Right to Licence or Hire to Other Parties

The Licensee agrees and acknowledges that this Licence does not give the Licensee any exclusive right to use the Area and that the Council may licence or hire the Area to other parties at any time outside of the Times of Use.

### 12.3 Emergencies

In an emergency the Council may:

- 12.3.1 close the Area or Building; and
- 12.3.2 prevent the Licensee from entering the Area or Building.

### 12.4 Right to Rectify

The Council may at the Licensee's cost do anything which the Licensee should have done under this Licence but which the Licensee has not done or which the Council reasonably considers the Licensee has not done properly.

## 13. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

- 13.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Area or the Reserve (**Redevelopment**) or for any other reason the Council wishes to demolish or acquire vacant possession of the Reserve, the Area or any part of the Area, then the Council will be entitled to terminate this Licence subject to the following conditions:

- 13.1.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Licence is to be terminated;
- 13.1.2 the Council may at any time after providing the Licensee with the information specified in clause 13.1.1, give the Licensee a written notice of termination of this Licence (**Termination Notice**) specifying the date on which this Licence is to come to an end, being a date not less than six (6) months after the Termination Notice is given. This Licence will, unless terminated earlier by

the Licensee under clause 13.1.3, come to an end at midnight on the day specified in the Termination Notice;

13.1.3 at any time after receiving a Termination Notice under clause 13.1.1, the Licensee may terminate this Licence by giving not less than seven (7) days' written notice to the Council; and

13.1.4 when this Licence is terminated (whether by the Council under clause 13.1.2 or by the Licensee under clause 13.1.3), the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

## **14. RIGHTS AND OBLIGATIONS ON EXPIRY**

### **14.1 Termination of Licence**

This Licence will immediately cancel on the earlier of the expiration of the Term or the termination of the Licence by the Council as permitted under this Licence.

### **14.2 Handover of Area**

14.2.1 Before this Licence comes to an end, the Licensee will:

- (a) cease using the Area for the Permitted Use;
- (b) remove all of the Licensee's Equipment and repair any damage caused by such removal;
- (c) if required by the Council, remove and reinstate any alterations or additions made to the Area by the Licensee to the satisfaction of the Council and in accordance with all directions and requirements of the Council;
- (d) complete any repairs which the Licensee is obliged to carry out under this Licence.

14.2.2 If the Licensee fails to carry out the works required under clause 14.2.1, the Council may without notice undertake the work required itself and may recover any cost or expense incurred in connection with such works from the Licensee as a liquidated debt.

### **14.3 Holding Over**

If, with the Council's consent, the Licensee continues to occupy the Area after the end of this Licence, the Licensee does so on a monthly recurring basis which either party may terminate on one (1) month's notice given at any time, and is on the same terms as this Licence.

## **15. BREACH**

### **15.1 Council's Rights on Breach**

15.1.1 If the Licensee is at any time in breach of any of its obligations under this Licence, the Council and anybody authorised by the Council for that purpose may:

- (a) give notice specifying the breach and requiring the Licensee to remedy the breach within a reasonable period of time, being at least fourteen (14) days, unless the Council determines that a shorter period should apply to protect the health or safety of the public;
- (b) at any time thereafter come onto the Area without notice and do all things necessary to remedy that breach; and

- (c) terminate this Licence by giving written notice to the Licensee which will be effective immediately unless the Council specifies otherwise in the notice.

15.1.2 The Licensee will be liable to pay or reimburse the Council for all reasonable costs and expenses incurred in connection with any action taken by the Council under clause 15.1.1, which the Council may recover from the Licensee as a debt due and payable on demand.

15.1.3 The Licensee must immediately notify the Council if it breaches any provision of this Licence.

## 15.2 Interest on Overdue Amounts

If the Licensee does not pay an amount when it is due under this Licence, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

## 16. INDEMNITY AND RELEASE

### 16.1 Risk

The Licensee occupies and uses the Area at the Licensee's risk.

### 16.2 Indemnity

The Licensee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with the granting of the Licence or the undertaking of the Permitted Use except to the extent caused or contributed to by the negligence or default of the Council.

### 16.3 Release

The Licensee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Area or the Building except to the extent that they are caused by the Council's negligence or default.

16.4 Each indemnity is independent from the Permit Holder's other obligations and continues during this Permit and after this Permit ends.

## 17. GOODS AND SERVICES TAX

17.1 If GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Licence or any goods, services or other things supplied under this Licence then:

17.1.1 the Agreed Consideration for that supply is exclusive of GST;

17.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and

17.1.3 the Licensee shall pay the increased Agreed Consideration on the due date for payment by the Licensee of the Agreed Consideration.

17.2 Where the Agreed Consideration is to be increased to account for GST under this clause 17, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Licensee.

17.3 If the Licensee does not comply with its obligations under this Licence or with its obligations under the GST Legislation in connection with this Licence and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Licensee must pay the Council on demand an amount equal to the amount of the penalties and interest.

## 18. GENERAL

### 18.1 Costs

The Licensee must, on request, pay or reimburse to the Council all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Licensee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Licensee.

### 18.2 Execution of Licence

This Licence is not effective until the Licensee has received a copy of the Licence signed by the Council.

### 18.3 Waiver

If the Council accepts or waives any breach by the Licensee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Licence.

### 18.4 Notice

18.4.1 A notice given under this Licence must be in writing and may be given by post, by email, or by delivery to:

(a) the Council at its office, the address or email address of the Council appearing in this Licence, or any other address or email address of which written notification has been given;

(b) the Licensee at its address or email address appearing in this Licence, or any other address or email address of which written notification has been given.

18.4.2 Posted notices will be taken to have been received two (2) Business Days after posting with postage prepaid.

18.4.3 Notices delivered by hand will be taken to have been received when delivered.

18.4.4 Notices sent by email will be taken to have been received four (4) hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

18.4.5 However, notices delivered by hand after 5.00 p.m. will be taken to have been received at 9.00 a.m. on the next Business Day at the place where it is received.

### 18.5 Severance

If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

### 18.6 Special Conditions

The Licensee acknowledges and agrees that the Special Conditions (if any) form part of this Licence and to the extent there is any inconsistency between the Special Conditions and any other term of this Licence, the Special Conditions shall prevail.

### 18.7



**18.8 Entire Agreement**

The Council and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Area and that no promises, representations or undertakings, other than those contained in this Licence, were made or given or relied upon.

**18.9 Resumption**

If the Council receives notice of resumption or acquisition of the Area or the Reserve (or any part of the Reserve affecting the Area) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Licence by giving not less than three (3) months written notice to the Licensee. When such termination takes effect, the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

**EXECUTED** as an **AGREEMENT**

**COUNCIL**

**THE COMMON SEAL** of **THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS** was affixed in the presence of:

.....  
Robert Bria  
**MAYOR**

.....  
Mario Barone PSM  
**CHIEF EXECUTIVE OFFICER**

.....  
Date

**LICENSEE**

The Common Seal of **EAST TORRENS BASEBALL CLUB INC** ABN 53 060 019 437 was affixed to this document in accordance with its Constitution in the presence of::

.....  
Signature

.....  
Print Name

.....  
Capacity / Role

.....  
Date

## ANNEXURE A

### SPECIAL CONDITIONS

#### 1. LICENCE TERM

The Council and the Licensee acknowledge and agree that:

- 1.1 the Licensee's right to occupy the Licence Area under this Licence is limited to the period from 1 October in a year to 31 March in the following year, for each year in the Term; and
- 1.2 the East Torrens Payneham Lacrosse Club Incorporated ('**Lacrosse Club**') will have the right to occupy the Licence Area for the period from 1 April to 30 September in each year, in accordance with the terms of the Licence between the Council and the East Torrens Payneham Lacrosse Club Inc.

#### 2. CLUBROOMS LEASE

The Council and the Licensee acknowledge and agree:

- 2.1 that this Licence is granted concurrently with and is collateral to the grant of a lease from the Council (as lessor) to the Lessee (as lessee) for use of the clubrooms at the Land (Lease Agreement);
- 2.2 a breach of the Lease Agreement will be deemed to be a breach of this Licence and vice versa; and
- 2.3 if either the Lease Agreement or the Licence are terminated the other agreement will automatically terminate.

#### 3. ACCESS LICENCE

The Council grants the Licensee a licence over the Land on the same terms and conditions of this Licence to access:

- 3.1 the Licence Area by vehicle (on designated driveways) or on foot in connection with this Licence; and
- 3.2 the car parking on the Land in connection with this Licence.

#### 4. COUNCIL MAINTENANCE

The parties acknowledge and agree that:

- 4.1 the Council will be responsible for the general maintenance and upkeep of the playing surface at the Licence Area throughout the Licence Term, including:
  - 4.1.1 irrigation of the playing surface and maintenance of irrigation infrastructure; and
  - 4.1.2 annual turf renovation works which may include top dressing, verti draining and/or fertilising as required; and
- 4.2 that the Council will use all reasonable endeavours to complete the annual turf renovation works as soon as practicable following the last Lacrosse Club match being played for the season and prior to the commencement of the Baseball season in a given year.

#### 5. REDEVELOPMENT

For the purposes of clause 13 (and without limiting clause 13 in any way), the Licensee acknowledges and agrees that the Council intends to commence a Masterplan process in relation to the Land, in respect of which the Council may determine to exercise its rights under clause 13 during the term of this Licence.

## 6. OTHER USERS OF LICENCE AREA

- 6.1 The Licensee acknowledges that the Licence Area is subject to an agreement entered into between the Minister for Education and Child Development and the Council under the provisions of the *Recreation Grounds (Joint Schemes) Act 1947* (dated 25 October 2013) which permit the Licence Area to be used by students of the adjoining DECD School as a playground and a recreation and sports area between the hours of 8:00 AM and 5:00 PM on school days and between the hours of 8:00 AM and 12:00 PM on Saturdays during school terms and at such other times as may be agreed between the Council and the DECD School Principal in consultation with the Licensee, and with the Licensee having priority to use the Licence Area during the times stated in Item 5 of the Schedule.
- 6.2 The Licensee acknowledges and agrees that the Licence Area is subject to a Licence Agreement between the Council and Canine Behavioural School Inc. ('CBS') (dated ###) which permits CBS to use the Licence Area for the Times of Use and on the terms and conditions set out in that Licence Agreement ('CBS Licence').
- 6.3 The Licensee acknowledges and agrees that, subject to the continuation of the CBS Licence, indicative costs for use of the floodlights at the Licence Area by CBS under the CBS Licence ('Floodlight Electricity Costs') will be calculated by the Council in a suitable manner and extrapolated across the six (6)-month period from 1 October in a year to 31 March in the following year (on the basis of the weekly Times of Use set out in the CBS Licence) to determine the relevant amount to be reimbursed by the Council directly to the Licensee for that period, to be paid on an annual basis and in a manner and at times as agreed between the Council and the Licensee (the total amount of this reimbursement to remain at the Council's discretion in all respects).
- 6.4 The Licensee agrees to co-operate in good faith with the Lacrosse Club and CBS in relation to the use of the Licence Area under this Licence.

## 7. LICENSEE'S EQUIPMENT & USE OF LICENCE AREA

Without limiting clause 8 in any way, the Licensee agrees to comply with the following conditions in relation to the Licensee's Equipment and use of the Licence Area as specified below:

### 7.1 Home Run Fence

The Licensee may install a home run fence across the Licence Area, subject to the following conditions:

- (a) grass growing against the fence is to be trimmed so that it is no more than 100 mm in length at any time, and is to be trimmed using a whipper-snipper, shears or some other form of grass cutter;
- (b) no poisoning of grass is to occur, or removal of grass by any means;
- (c) the Licensee is to remove the fence within seven (7) days of the last match being played for the Licensee's season or by 31 March in each year, whichever occurs first;
- (d) immediately after the fence is removed, the Licensee must undertake remediation works to the surrounding grassed area to repair any damage caused by removal and to reinstate the area to the condition it was in prior to the installation of the home run fence in the given year, such works to be undertaken to the satisfaction of the Council and in accordance with all reasonable directions and requirements of Council; and
- (e) if the remediation works are not carried out in accordance with Special Condition 6.1(d), the Council may carry out the work and recover the costs of doing so from the Licensee as a debt.

### 7.2 Non-Permanent Backstop Netting for the Little League Diamond

The Licensee may install a netting structure on the Licence Area, subject to the following conditions:

- (a) all costs associated with installing and dismantling the structure are to be met by the Licensee;

- (b) the structural integrity of the designed and installed structure is the responsibility of the Licensee;
- (c) the sleeves which are left permanently in the ground are located a minimum of 100mm below the surface level;
- (d) all of the netting structure is removed within seven (7) days of the last match being played for the Licensee's season or by 31 March in each year, whichever occurs first;
- (e) following removal of the netting structure, the Licensee must undertake remediation works to the surrounding grassed area to repair any damage caused by removal and to reinstate the area to the condition it was in prior to the installation of the structure in the given year, such works to be undertaken to the satisfaction of the Council and in accordance with all reasonable directions and requirements of Council; and
- (f) if the remediation works are not carried out in accordance with Special Condition 7.2(e), the Council may carry out the work and recover the costs of doing so from the Licensee as a debt.

### 7.3 Practice Nets and Storage Shed

- (a) The storage shed and practice net facilities near the Turner Street frontage of the Licence Area are the property of the Licensee and shall be maintained in accordance with clause 8 of this Licence.
- (b) The Licensee shall ensure that the grassed areas adjoining the storage shed and practice net facilities within the Licence Area are kept clear of any Licensee's Equipment at all times to enable the Council to maintain this area (including, eg, mowing of grass).

### 7.4 Baseball Pitching Mound and Diamonds

- (a) The Licensee is responsible for the preparation and ongoing maintenance, repair, replacement and removal of the baseball pitching mound(s) and diamond(s) on the Licence Area and must ensure they remain in good repair and condition at all times (including regular mowing and weed removal).
- (b) The Licensee must:
  - (i) remove the 'Junior League' pitching mound and diamond from the Licence Area within seven (7) days of the last match being played for the Licensee's season or by 31 March in each year, whichever occurs first;
  - (ii) remove the 'Little League' pitching mound and diamond from the Licence Area within seven (7) days of the last match being played for the Licensee's season or by 31 March in each year, whichever occurs first; and
  - (iii) following removal of the pitching mounds and diamonds, the Licensee must undertake remediation works to the surrounding grassed area to repair any damage caused by removal and to reinstate the area to the condition it was in prior to the installation of the mound and diamond in the given year, such works to be undertaken to the satisfaction of the Council and in accordance with all reasonable directions and requirements of Council; and
  - (iv) if the remediation works are not carried out in accordance with Special Condition 7.4(b)(iii), the Council may carry out the work and recover the costs of doing so from the Licensee as a debt.
- (c) The Licensee is permitted to retain the main pitching mound and diamond on the Licence Area at all times.

## 8. LIGHT TOWERS

In respect to the light towers and associated infrastructure installed on the Licence Area:

- (a) the Licensee will be responsible for ongoing monitoring of operation and maintenance (including replacement of lamps) at its cost;
- (b) the Council will be responsible for repair and replacement of damaged fittings at its cost (unless such damage has been caused by the Licensee); and
- (c) installation of new lighting infrastructure or upgrade of existing lighting infrastructure will be at the Licensee's cost at all respects (including any required upgrade of the electrical switchboard on the Land) and is subject to Council approval and all other required approvals under relevant legislation (including the *Planning, Development and Infrastructure Act 2016*).

## 9. DISPUTE RESOLUTION

- 9.1 If any dispute or disagreement arises between the parties, or between the Licensee and the Lacrosse Club or CBS, in connection with this Licence, the relevant parties undertake to use all reasonable endeavours, in good faith, to settle the dispute or disagreement by negotiation between representatives of both parties.
- 9.2 In the event that negotiations do not resolve the dispute within thirty (30) days then a mediator agreeable to both parties may be engaged to seek a resolution. If the parties cannot agree upon a mediator, the mediator will be appointed by the President or Acting President of the Law Society of South Australia. The cost of the mediator will be borne equally by the relevant parties.
- 9.3 Nothing in this Licence is intended to limit either party's right to seek a legal remedy for any dispute that arises.
- 9.4 The parties agree that matters arising out of any conflict must be kept confidential.

**ANNEXURE B**  
**PLAN**



# Attachment B

## **Patterson Sportsground Lease & Licence Arrangements with East Torrens Baseball Club, East Torrens Payneham Lacrosse Club & Canine Behavioural School**

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**



# SPORTING FACILITIES LEASE

## Premises

Patterson Sportsground Clubrooms

## Lessee

East Torrens Payneham Lacrosse Club Inc

## Commencement Date

1 July 2021

## Expiry Date

30 June 2026

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

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## SCHEDULE

<b>Item 1</b> <b>Premises</b>	The portion of the land comprised in Certificate of Title Volume 5859 Folio 643 and being the area indicated on the plans attached in Annexure B
<b>Item 2</b> <b>Land</b>	The whole of the land comprised in Certificate of Title Volume 5859 Folio 643
<b>Item 3</b> <b>Term</b>	Five (5) years commencing on 1 July 2021 ( <b>Commencement Date</b> ) and expiring at midnight on 30 June 2026, subject to Special Condition 1
<b>Item 4</b> <b>Rent</b>	One dollar (\$1.00) per annum (excluding GST) if demanded
<b>Item 5</b> <b>Outgoings</b>	<b>Outgoings</b> means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land.
<b>Item 6</b> <b>Permitted Use</b>	Operation of the East Torrens Payneham Lacrosse Club including administration, storage and other Club-related activities including fundraising and events, operation of a bar and kitchen and approved hire of the Premises
<b>Item 7</b> <b>Public Risk Insurance</b>	Twenty Million Dollars (\$20,000,000.00)
<b>Item 8</b> <b>Special Conditions</b>	The terms and conditions (if any) set out in Annexure A are deemed to be incorporated into this Lease and, in the event of any inconsistency with the terms and conditions contained in the body of this Lease, then the Special Conditions will prevail.

**DATE**

2021

**BETWEEN**

**THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS** of 175 The Parade, Norwood SA 5067 (**Council**)

**AND**

**EAST TORRENS PAYNEHAM LACROSSE CLUB INC** ABN 30 336 730 212 of 24 Turner Street, Felixstow SA 5070 (**Lessee**)

## **BACKGROUND**

- A. The Council is the registered proprietor of or has the care, control and management of the Land.
- B. The Lessee has requested a lease to use the Premises for the Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Premises and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999*.
- D. The Council and Lessee wish to record the terms of their agreement in this Lease.

**AND THE PARTIES AGREE** as follows:

### **1. ACKNOWLEDGEMENT OF BACKGROUND**

The preceding statements are accurate and form part of this Lease.

### **2. DEFINED TERMS AND INTERPRETATION**

#### **2.1 Defined Terms**

In this Lease:

**Act** means the *Retail and Commercial Leases Act 1995*.

**Building** means the interior and exterior of all present and future improvements on the Land and includes all Building Services and Common Areas and all other conveniences, services, amenities and appurtenances of, in or to the Building.

**Building Services** includes all services (including gas, electricity, water, sewerage, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building or any premises in or on the Land supplied by any authority, the Council or any other person the Council authorises.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in South Australia.

**Commencement Date** means the commencement date of the Initial Term described in Item 3.

**Common Areas** means all areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees of the Land and their invitees and customers including driveways, car parks, walkways, washrooms, toilets, lifts and stairways.

**Council** means the party described as 'Council' in this Lease and, where the context permits, includes the employees, contractors, managers, agents and other invitees of the Council.

**Council's Equipment** means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and made available for use by the Lessee.

**Initial Term** means the initial term of this Lease commencing on the Commencement Date described in Item 3.

**Institute** means the South Australian Division of the Australian Property Institute.

**Land** means the land described in Item 2 and includes any part of the Land.

**Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

**Lessee** means the party described as 'Lessee' in this Lease and, where the context permits, includes the employees, contractors, agents, customers and other invitees of the Lessee.

**Lessee's Equipment** means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Premises by the Lessee.

**Lessee's Share** means the proportion the lettable floor area of the Premises bears from time to time to the total lettable area of the Land as measured in accordance with the method of measurement recommended for such Premises by the guidelines issued by the Institute current as at the Commencement Date or such other Institute method of measurement as the Council notifies the Lessee.

**Outgoings** means the outgoings described in Item 5.

**Payment Date** means the Commencement Date and the first day of each month during the Term.

**Permitted Use** means the use described in Item 6.

**Premises** means the premises described in Item 1 including all improvements on the Premises and the Council's Equipment and, where the context permits, includes any part of the Premises.

**Rates and Taxes** means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, other department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, emergency services levy and land tax (on a single holding basis).

**Maintenance Schedule** means the schedule of repair and maintenance responsibilities attached as Annexure C.

**Rent** means the amount described in Item 4.

**Special Conditions** means the special conditions to this Lease described in Item 8.

**Statutory Authorities** means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

**Statutory Requirements** means all relevant and applicable Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation.

**Term** means the Initial Term, the Renewal Term and any period during which the Lessee holds over or remains in occupation of the Premises.

**Yearly Amounts** means the aggregate of the Rent, Outgoings and any other moneys payable by the Lessee during the Term.

## 2.2 Interpretation

Unless the contrary intention appears:

- 2.2.1 a reference to this Lease is a reference to this document;
- 2.2.2 words beginning with capital letters are defined in clause 2.1;
- 2.2.3 a reference to a clause is a reference to a clause in this Lease;
- 2.2.4 a reference to an Item is a reference to an item in the Schedule;
- 2.2.5 a reference to the Schedule is a reference to the schedule of this Lease;
- 2.2.6 a reference to an Annexure is a reference to an annexure to this Lease.
- 2.2.7 headings are for convenience only and do not affect interpretation;
- 2.2.8 the singular includes the plural and vice versa;
- 2.2.9 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 2.2.10 a reference to any party in this Lease or any other document or arrangement referred to in this Lease includes that party's executors, administrators, substitutes, successors and assigns;
- 2.2.11 a reference to any document (including this Lease) is to that document as varied, novated, ratified or replaced from time to time;
- 2.2.12 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it and all by-laws, regulations and rules issued under it;
- 2.2.13 a reference in this Lease to the Council's approval or consent is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council;

- 2.2.14 'including' and similar expressions are not and must not be treated as words of limitation;
- 2.2.15 the covenants and powers implied in leases by virtue of sections 124 and 125 of the *Real Property Act 1886* will apply and be implied in this Lease unless they are expressly or impliedly excluded or modified; and
- 2.2.16 any Special Condition in Item 8 will apply to this Lease and in the event of any inconsistency with the terms and conditions in the body of this Lease, then those Special Conditions will prevail.

### **3. GRANT OF LEASE**

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this Lease.

### **4. RENT**

#### **4.1 Payment of Rent**

The Lessee must pay the Rent by equal monthly instalments in advance on each Payment Date in accordance with Item 4.

#### **4.2 Instalment**

If a rent instalment period is less than one (1) month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

### **5. RATES, TAXES AND OUTGOINGS**

#### **5.1 Liability for Rates and Taxes**

- 5.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.
- 5.1.2 The Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or earlier termination date of this Lease.

#### **5.2 Payment of Outgoings**

- 5.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.
- 5.2.2 The Outgoings shall be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this Lease.

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

If any of the Rates and Taxes or Outgoings are not separately assessed or charged in respect of the Premises, then the Lessee must pay the Lessee's Share of any such Rates and Taxes or Outgoings assessed or charged in respect of the Premises.

#### **5.4 Power and Other Utilities**

- 5.4.1 The Lessee will pay when they are due for payment, all costs for the use of telephone, lights and other utilities and the consumption of electricity, gas, water and any and all other services and utilities supplied to or used from the Premises.
- 5.4.2 If there is no separate meter for recording or measuring the services and utilities consumed on or from the Premises, then the Lessee must, if required by the Council, install the necessary meters at its own cost.
- 5.4.3 Without limiting the generality of this clause 5.4, the Lessee will comply in all respects with the *Electricity (General) Regulations 1997* and any other applicable electricity laws.

### **6. USE OF PREMISES**

#### **6.1 Permitted Use**

The Lessee must use the Premises only for the Permitted Use as identified in Item 6 and must not use or allow the Premises to be used for any other use (without the Council's prior written consent).

#### **6.2 Offensive Activities**

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance either:

- 6.2.1 for the Council; or
- 6.2.2 for the owners or occupiers of any adjoining property; and
- 6.2.3 must ensure at all times that activities conducted on or from the Premises will not bring any discredit upon the Council.

#### **6.3 Use of Facilities**

- 6.3.1 The Lessee will ensure that the Building Services are used carefully and responsibly for their intended purposes and in accordance with any directions and instructions that may be given by the Council from time to time.
- 6.3.2 The Lessee will be responsible to repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Lessee.

#### **6.4 Statutory Requirements**

The Lessee, at its own cost, must comply with all Statutory Requirements (including any obligations under the *Work Health and Safety Act 2012 (SA)* and Regulations) and reasonable directives of the Council relating to:

- 6.4.1 the Lessee's use and occupation of the Premises; and
- 6.4.2 the nature of the Permitted Use conducted on the Premises by the Lessee.



## 6.5 Alcohol and Gaming

6.5.1 Unless the Lessee first obtains the written consent of the Council, the Lessee must not apply for:

- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
- (b) a gaming machine licence under the *Gaming Machines Act 1992*.

6.5.2 If the Lessee obtains a licence (or licences) under this clause, the Lessee must not do (or fail to do) or allow any of its employees, agents, contractors, licensees or invitees to (or fail to):

- (a) do anything that is in breach of the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* (as the case may be) or of the conditions of the relevant licence;
- (b) do anything that may result in the relevant licence being revoked or suspended;
- (c) assign the licence;
- (d) apply to remove the licence;
- (e) allow a licence to be granted to another person in respect of the Premises or any part of the Premises; or
- (f) apply to vary or revoke any conditions of the licence.

6.5.3 At or before the expiry or early termination of this Lease, the Lessee must:

- (a) give any notices the Council requires to renew or assign the licence;
- (b) allow those notices to be affixed as and for the period required by the *Liquor Licensing Act 1997* and/or the *Gaming Machines Act 1992* as the case may be;
- (c) assign the licence to the Council or the Council's nominees if required to do so by the Council; and
- (d) do anything else that may be required to affect the renewal or assignment of the licence.

## 6.6 Signs

The Lessee must not place any signs or advertisements on the outside (or inside if they can be seen from outside) of the Premises, except a sign or signs which are approved in writing by the Council and comply with any relevant Statutory Requirements.

## 6.7 Dangerous Equipment and Installations

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use.

## **6.8 Fire Precautions**

The Lessee must, at its own cost:

- 6.8.1 comply with all Statutory Requirements and directives of the Council relating to fire safety and procedures including any structural works or modifications or other building works which are required as a consequence of the Lessee's particular use of the Premises;
- 6.8.2 comply with any requirements and directives of the Council with regard to fire safety systems and procedures including fire evacuation drills and other procedures;
- 6.8.3 upon inspection if testing and maintenance has not been attended to, allow the Council, its employees, contractors, agents and other invitees of the Council prompt entry to enable maintenance and testing of the fire safety equipment to be undertaken.

## **6.9 Notice of Defect**

The Lessee must:

- 6.9.1 give the Council prompt notice of any circumstance or event which the Lessee should reasonably be aware might cause danger, risk or hazard to the Premises or to any person in the Premises; and
- 6.9.2 if required by the Council, promptly rectify any defect or want of repair to make the Premises safe from danger, risk or hazard.

## **6.10 Security**

The Lessee must keep the Premises securely locked at all times when the Premises are not occupied.

## **6.11 No Warranty**

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

## **6.12 COVID-19 Requirements**

Without limiting clause 6.4 in any way, in conducting the Permitted Use under this Lease, the Lessee must ensure compliance at all times (including by all persons attending the Premises in connection with the Permitted Use) with:

- 6.12.1 all relevant legislative requirements and emergency management directions in place in relation to the COVID-19 Pandemic (including as amended from time-to-time); and
- 6.12.2 all relevant directions, guidelines and codes of practice from any peak body related to the Permitted Use with respect to the COVID-19 Pandemic (including as amended from time-to-time).

## **7. INSURANCE**

### **7.1 Lessee must Insure**

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least the amount in Item 7 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value;
- 7.1.3 plate glass insurance if requested by Council against usual risks; and
- 7.1.4 other insurances required by any Statutory Requirement or which the Council reasonably requires for at least the amounts that Council reasonably requires.

### **7.2 Requirements for Policies**

Each policy the Lessee takes out under this clause 7 must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires;
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made; and
- 7.2.4 note that despite any similar policies of the Council, the Lessee's policies will be primary policies.

### **7.3 Evidence of Insurance**

The Lessee must give the Council certificates evidencing the currency of the policies the Lessee has taken out under this clause 7. During the Term the Lessee must:

- 7.3.1 pay each premium before it is due for payment;
- 7.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 7.3.3 not allow any insurance policy to lapse or vary or cancel it without the Council's consent; and
- 7.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

### **7.4 Insurance Affected**

- 7.4.1 The Lessee must not do anything which may:
  - (a) prejudice any insurance of the Premises or the Building; or
  - (b) increase the premium for that insurance.

- 7.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

## **8. REPAIR AND MAINTENANCE**

### **8.1 Repair**

- 8.1.1 The Lessee must keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Building Services situated within the Premises and which exclusively services the Premises in good repair and in accordance with the Maintenance Schedule.
- 8.1.2 If the Council requires the Lessee to do so, the Lessee must promptly repair any damage caused or contributed to by the act, omission, negligence or default of the Lessee.

### **8.2 Maintain and Replace**

The Lessee must maintain, repair or replace items in or attached to the Premises which are damaged or worn with items of the same or similar quality to those in use when they were last replaced with the Council's approval or, if they have not been so replaced, to those in use at the Commencement Date.

### **8.3 Alterations by Lessee**

The Lessee must not carry out any alterations or additions to the Premises without Council's consent and the Council may impose any conditions it considers necessary if it gives its approval including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.

### **8.4 Structural Work**

Despite any other provision of this clause 8.4, the Lessee is not required to carry out any structural work to the Premises or the Building unless that work is requested by Council and is required as a result of:

- 8.4.1 the Lessee's use or occupation of the Premises;
- 8.4.2 the nature of the business conducted on the Premises by the Lessee; and
- 8.4.3 any deliberate or negligent act or omission of the Lessee.

### **8.5 Cleaning**

The Lessee must:

- 8.5.1 keep the Premises clean and tidy;
- 8.5.2 keep the Premises free of vermin, insects and other pests; and
- 8.5.3 not cause the Common Areas to be left untidy or in an unclean state or condition.

## **9. TRANSFERRING, SUBLETTING, HIRING OUT AND SUBLETTING**

The Lessee must not transfer, assign, hire out or sublet this Lease or otherwise part with possession without Council's prior written consent.

### **9.1 Charging**

The Lessee must not charge the Lessee interest in this Lease or the Lessee's Equipment without the Council's written consent and if the Council consents to a charge on the Lessee's Equipment then the Lessee must enter into a deed in a form required by the Council that ensures the charge is subject to the Council's rights under this Lease.

### **9.2 Deemed Assignment**

If the Lessee is a corporation (not being a company with its shares listed on any Stock Exchange in Australia) or an association, any change in the beneficial ownership of twenty per centum (20%) or more of the voting shares in the corporation or any change in the effective control of the corporation or association will be deemed to be an assignment of the Premises requiring the consent of Council under this Lease.

### **9.3 Costs**

The Lessee must pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing including in considering whether or not to grant any consent to a request by the Lessee under this clause 9.

## **10. COUNCIL'S OBLIGATIONS AND RIGHTS**

### **10.1 Quiet Enjoyment**

Subject to the Council's rights and to the Lessee complying with the Lessee's obligations under this Lease, the Lessee may occupy the Premises during the Term without interference from the Council.

### **10.2 Right to Enter**

The Council may (except in the case of emergency when no notice will be required) enter the Premises after giving the Lessee reasonable notice:

- 10.2.1 to see the state of repair of the Premises;
- 10.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 10.2.3 to do anything the Council must or may do under this Lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 10.2.4 to show prospective lessees through the Premises.

### **10.3 Emergencies**

In an emergency the Council may:

- 10.3.1 close the Premises or Building; and
- 10.3.2 prevent the Lessee from entering the Premises or Building.

#### **10.4 Works and Restrictions**

10.4.1 The Council may:

- (a) install, use, maintain, repair, alter and interrupt Building Services;
- (b) carry out works on the Premises and/or the Building (including extensions, renovations and refurbishment).; and
- (c) close (temporarily or permanently) and restrict access to the Common Areas.

10.4.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises.

#### **10.5 Right to Rectify**

Council may at the Lessee's cost do anything which the Lessee should have done under this Lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.

### **11. DAMAGE OR DESTRUCTION**

#### **11.1 Termination for Destruction or Damage**

11.1.1 If the Premises is destroyed or is damaged so that the Premises is unfit for the Lessee's use then within three (3) months after the damage or destruction occurs, the Council must give the Lessee a notice either:

- (a) terminating this Lease (on a date at least one (1) month after the Council gives notice); or
- (b) advising the Lessee that the Council intends to repair the Premises and/or the Building so that the Premises are accessible and the Lessee can occupy and use the Premises.

11.1.2 If the Council gives a notice under clause 11.1.1(b) but does not carry out the intention within a reasonable time, the Lessee may give notice to the Council that the Lessee intends to end this Lease if the Council does not do whatever is necessary to make the Premises accessible and fit for use and occupation by the Lessee within a reasonable time (having regard to the nature of the required work).

11.1.3 If the Council does not comply with clause 11.1.1 or with the Lessee's notice under clause 11.1.2, the Lessee may end this Lease by giving the Council not less than one (1) month's notice.

#### **11.2 Reduction or Abatement of Rent**

11.2.1 The Yearly Amounts to be paid by the Lessee will, during the period the Premises are unfit or inaccessible, be reduced unless:

- (a) the Premises are unfit or inaccessible; or

(b) an insurer refuses to pay a claim,  
as a result of a deliberate or negligent act or omission of the Lessee.

11.2.2 The level of the reduction (if any) will depend on the nature and extent of the damage.

11.2.3 If the level of the reduction (if any) cannot be agreed, it must be determined by a qualified licensed valuer with a minimum of five (5) years experience.

## 12. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

12.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Premises (**Redevelopment**) or if for any other reason the Council wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council will be entitled to terminate this Lease subject to the following provisions:

- 12.1.1 the Council must provide the Lessee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Lease is to be terminated;
- 12.1.2 the Council may at any time after providing the Lessee with the information specified in clause 12.1.1, give the Lessee a written notice of termination of this Lease (**Termination Notice**) specifying the date on which this Lease is to come to an end, being a date not less than six (6) months after the Termination Notice is given. This Lease will, unless terminated earlier by the Lessee under clause 12.1.3, come to an end at midnight on the day specified in the Termination Notice;
- 12.1.3 at any time after receiving a Termination Notice under clause 12.1.1, the Lessee may terminate this Lease by giving not less than 7 days' written notice to the Council; and
- 12.1.4 when this Lease is terminated (whether by the Council under clause 12.1.2 or by the Lessee under clause 12.1.3), the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

## 13. RIGHTS AND OBLIGATIONS ON EXPIRY

### 13.1 Expiry

This Lease will come to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under any other provision of this Lease.

### 13.2 Handover of Possession

Before this Lease comes to an end, the Lessee will:

- 13.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;

- 13.2.2 no later than one (1) month before this Lease comes to an end, provide the Council with a written summary of all alterations and additions made to the Premises by the Lessee, whether those alterations and additions were authorised by the Council or not;
- 13.2.3 if required by the Council, remove and reinstate any alterations or additions made to the Premises by the Lessee to the standard as at the Commencement Date;
- 13.2.4 complete any repairs which the Lessee is obliged to carry out under this Lease; and
- 13.2.5 should this not occur, the Council may at its discretion undertake the works and charge the Lessee.

### **13.3 Abandoned Goods**

If, when this Lease comes to an end the Lessee leaves any goods or equipment at the Premises, then the Council will be entitled to deal with and dispose of those goods as it sees fit.

### **13.4 Holding Over**

If, with the Council's consent the Lessee continues to occupy the Premises after the end of this Lease, the Lessee does so as a monthly tenant which:

- 13.4.1 either party may terminate on one (1) month's notice given at any time; and
- 13.4.2 is on the same terms as this Lease.

## **14. BREACH**

### **14.1 Payment Obligations**

14.1.1 The Lessee must make payments due under this Lease:

- (a) without demand (unless this Lease provides demand must be made);
- (b) without set off, counterclaim, withholding or deduction;
- (c) to the Council or as the Council directs; and
- (d) by direct debit or such other means as directed by the Council.

14.1.2 If a payment is stated to be due on a particular Payment Date (such as the next Payment Date or the first Payment Date after an event) and there is no such Payment Date, the Lessee must make that payment on demand.

### **14.2 Set Off**

The Council may, by notice to the Lessee, set off against any amount due and payable under this Lease by the Council to the Lessee, any amount due and payable by the Lessee to the Council under this Lease or under any other agreement or arrangement.



### 14.3 Council's Rights on Breach

- 14.3.1 If the Lessee is at any time in breach of any of its obligations under this Lease and the Lessee fails to remedy that breach to the satisfaction of the Council after being requested by the Council to do so, the Council and anybody authorised by the Council for that purpose may at any time thereafter come onto the Premises without notice and do all things necessary to remedy that breach.
- 14.3.2 The Lessee will be liable to pay or reimburse the Council for all costs and expenses incurred in that regard which the Council may recover from the Lessee as a debt due and payable on demand.

### 14.4 Default, Breach and Re-Entry

In the event that:

- 14.4.1 any moneys (or part of any moneys) payable under this Lease are unpaid for the space of seven (7) days after any day on which the same ought to have been paid (although no formal or legal demand has been made);
- 14.4.2 the Lessee commits, permits or suffers to occur any breach or default in the due and punctual observances and performance of any of the covenants, obligations and provisions of this Lease;
- 14.4.3 in the case of a Lessee being a company or association:
- (a) a meeting of the directors or members of the Lessee is convened to pass a resolution that an administrator of the Lessee be appointed or that the Lessee be wound up voluntarily;
  - (b) any person appoints an administrator of the Lessee;
  - (c) an application is made to any court to wind up the Lessee;
  - (d) an application is made pursuant to section 411 of the Corporations Act;
  - (e) a Controller, Managing Controller, Receiver or Receiver and Manager is appointed to the Lessee or in respect of any property of the Lessee; or
  - (f) the Lessee is deregistered or dissolved;
- 14.4.4 in the case of a Lessee being a natural person:
- (a) the Lessee commits an act of bankruptcy or a sequestration order is made against the Lessee;
  - (b) a creditor of the Lessee presents a creditor's petition against the Lessee under the *Bankruptcy Act 1966*;
  - (c) the Lessee presents a petition against himself or herself under the *Bankruptcy Act 1966*;
  - (d) the Lessee signs an authority under section 188 of the *Bankruptcy Act 1966*;

- (e) the Lessee gives a debt agreement proposal to the Official Trustee under Part IX of the *Bankruptcy Act 1966* and that debt agreement proposal is accepted by the Lessee's creditors;
- (f) the Lessee becomes subject to an order directing the Official Trustee or a specified registered Trustee to take control of his or her property before sequestration; or
- (g) the Lessee is convicted of an indictable offence (other than a traffic offence);

14.4.5 execution is levied against the Lessee and not discharged within thirty (30) days;

14.4.6 any property in or on the Premises is seized or taken in execution under any judgment or proceedings;

14.4.7 the Premises are left unoccupied for one (1) month or more without the Council's consent,

then despite any other clause of this Lease, the Council at any time has the right to terminate the Lease and re-enter and repossess the Premises without prejudice to any action or other remedy which the Council has or might or otherwise could have for arrears of Rent or any other amounts or breach of covenant or for damages as a result of any such event and the Council shall be freed and discharged from any action, suit, claim or demand by or obligation to the Lessee under or by virtue of this Lease.

#### **14.5 Rights of Council not Limited**

The rights of the Council under this Lease and at law resulting from a breach of this Lease by the Lessee shall not be excluded or limited in any way by reason of the Council having or exercising any powers under this clause 14.

#### **14.6 Landlord and Tenant Act**

In the case of a breach or default of any term of this Lease where notice is required to be given pursuant to section 10 of the *Landlord and Tenant Act 1936*, such notices will provide that the period of fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Council. No period of notices is required for the non-payment of Rent.

#### **14.7 Repudiation and Damages**

14.7.1 The Lessee acknowledges that the following obligations under this Lease are essential terms:

- (a) the obligation to pay Rent;
- (b) the obligation to pay Outgoings;
- (c) the obligations and prohibitions in relation to use of the Premises;
- (d) the obligations and restrictions in relation to additions and alterations to the Premises; and

(e) the restriction on assignment, subletting, mortgaging and licensing.

- 14.7.2 If the Council accepts payment of Rent or any other moneys late or does not act or exercise any rights immediately or at all in respect of any breach of an essential term, that conduct on the part of the Council will not be deemed to amount to a waiver of the essential nature of that essential term.
- 14.7.3 If the Lessee breaches any essential term, that conduct on the part of the Lessee will be deemed to constitute a repudiation of this Lease and the Council may at any time thereafter rescind this Lease by accepting that repudiation.
- 14.7.4 The Lessee agrees that if this Lease is terminated by the Council because of a breach by the Lessee of an essential term or if the Lessee repudiates this Lease and the Council accepts that repudiation thereby rescinding this Lease, the Lessee will be obliged to pay compensation to the Council including Rent and other moneys which the Council would otherwise have received under this Lease for the balance of the Term had the Lessee not breached an essential term or repudiated this Lease. In those circumstances, the Council will be obliged to take reasonable steps to mitigate its losses and to endeavour to lease the Premises at a reasonable rent and on reasonable terms.
- 14.7.5 The rights of the Council under this clause 14.7 and any action taken by the Council hereunder do not exclude or limit any other rights or entitlements which the Council has under this Lease or at law in respect of any breach or repudiatory conduct on the part of the Lessee.

#### **14.8 Interest on Overdue Amounts**

If the Lessee does not pay an amount when it is due, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

### **15. INDEMNITY AND RELEASE**

#### **15.1 Risk**

The Lessee occupies and uses the Premises at the Lessee's risk.

#### **15.2 Indemnity**

The Lessee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

- 15.2.1 any act or omission of the Lessee;
- 15.2.2 the overflow or leakage of water or any other harmful agent into or from the Premises;
- 15.2.3 any fire on or from the Premises;
- 15.2.4 loss or damage to property or injury or death to any person caused by the Lessee, the use of the Premises by the Lessee or otherwise relating to the Premises;

15.2.5 a breach of this Lease by the Lessee; or

15.2.6 the Lessee's use or occupation of the Premises.

### **15.3 Release**

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building, except to the extent that they are caused by the Council's negligence.

### **15.4 Indemnities are Independent**

Each indemnity is independent from the Lessee's other obligations and continues during this Lease and after this Lease ends.

## **16. GENERAL**

### **16.1 Costs**

16.1.1 Unless and except as specified otherwise herein, the parties will bear their own costs and expenses incurred in connection with the preparation, negotiation and execution of this Lease.

16.1.2 The Lessee must, on request, pay or reimburse to the Council all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Lessee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

### **16.2 Waiver**

If the Council accepts or waives any breach by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Lease.

### **16.3 Notice**

16.3.1 Without excluding any other form of service, any notice required to be given or served will be sufficiently given or served as follows:

- (a) in the case of the Lessee, if left at the Premises or if the Lessee has vacated the Premises, then if posted by pre-paid post to the last known address of the Lessee;
- (b) in the case of the Council, if posted by pre-paid post to the Council at its principal place of business in South Australia (which is taken to be the address stated in this Lease unless the Lessee is or ought reasonably be aware that that is not the Council's principal place of business at the relevant time).

16.3.2 Notice served by pre-paid post will be deemed to have been given or served three (3) Business Days after posting.

**16.4 Severance**

If any part of this Lease is found to be invalid or void or unenforceable, then that part will be severed from this Lease and the remainder of this Lease will continue to apply.

**16.5 Entire Agreement**

The Council and the Lessee acknowledge and agree that this Lease contains and represents the entire agreement reached between them with regard to the Premises and that no promises, representations or undertakings other than those contained in this Lease, were made or given or relied upon and any previous agreements are null and void and have been superseded by this Lease.

**16.6 Resumption**

If the Council receives notice of resumption or acquisition of the Premises or the Land (or any part of the Land affecting the Premises) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Lease by giving not less than three (3) months' written notice to the Lessee. When such termination takes effect, the rights and obligations of the Council and the Lessee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

**EXECUTED** as an **AGREEMENT**

**COUNCIL**

**THE COMMON SEAL** of **THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS**

was affixed in the presence of:

.....

Robert Bria  
**MAYOR**

.....

Mario Barone PSM  
**CHIEF EXECUTIVE OFFICER**

.....

Date

**LESSEE**

The Common Seal of **EAST TORRENS PAYNEHAM LACROSSE CLUB INC** ABN 30 336 730 212 was affixed to this document in accordance with its Constitution in the presence of:

.....  
Signature

.....  
Print Name

.....  
Capacity / Role

.....  
Date

## **ANNEXURE A**

### **SPECIAL CONDITIONS**

#### **1. LEASE TERM**

The Council and the Lessee acknowledge and agree that:

- 1.1 the Lessee's right to occupy the Premises under the Lease is limited to the period from 1 April to 30 September in a year, for each year in the Term; and
- 1.2 the East Torrens Payneham Baseball Club Inc will have the right to occupy the Premises for the period from 1 October in a year to 31 March in the following year, in accordance with the terms of the Lease between the Council and the East Torrens Payneham Baseball Club Inc.

#### **2. SPORTSGROUND LICENCE**

The Council and the Lessee acknowledge and agree:

- 2.1 that this Lease is granted concurrently with and is collateral to the grant of a licence from the Council (as licensor) to the Lessee (as licensee) for use of the sportsground at the Land (Licence Agreement);
- 2.2 a breach of the Licence Agreement will be deemed to be a breach of this Lease and vice versa; and
- 2.3 if either the Licence Agreement or the Lease are terminated the other agreement will automatically terminate.

#### **3. MAINTENANCE**

Notwithstanding any other clause or Special Condition of this Lease, the Council and the Lessee will be responsible for repair, replacement and maintenance of the Premises in accordance with the Maintenance Schedule in Annexure C.

#### **4. ACCESS LICENCE**

The Council grants the Lessee a licence over the Land on the same terms and conditions of this Lease to access:

- 4.1 the Premises by vehicle or on foot in connection with this Lease; and
- 4.2 the car parking on the Land in connection with this Lease.

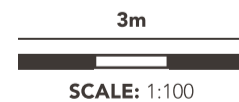
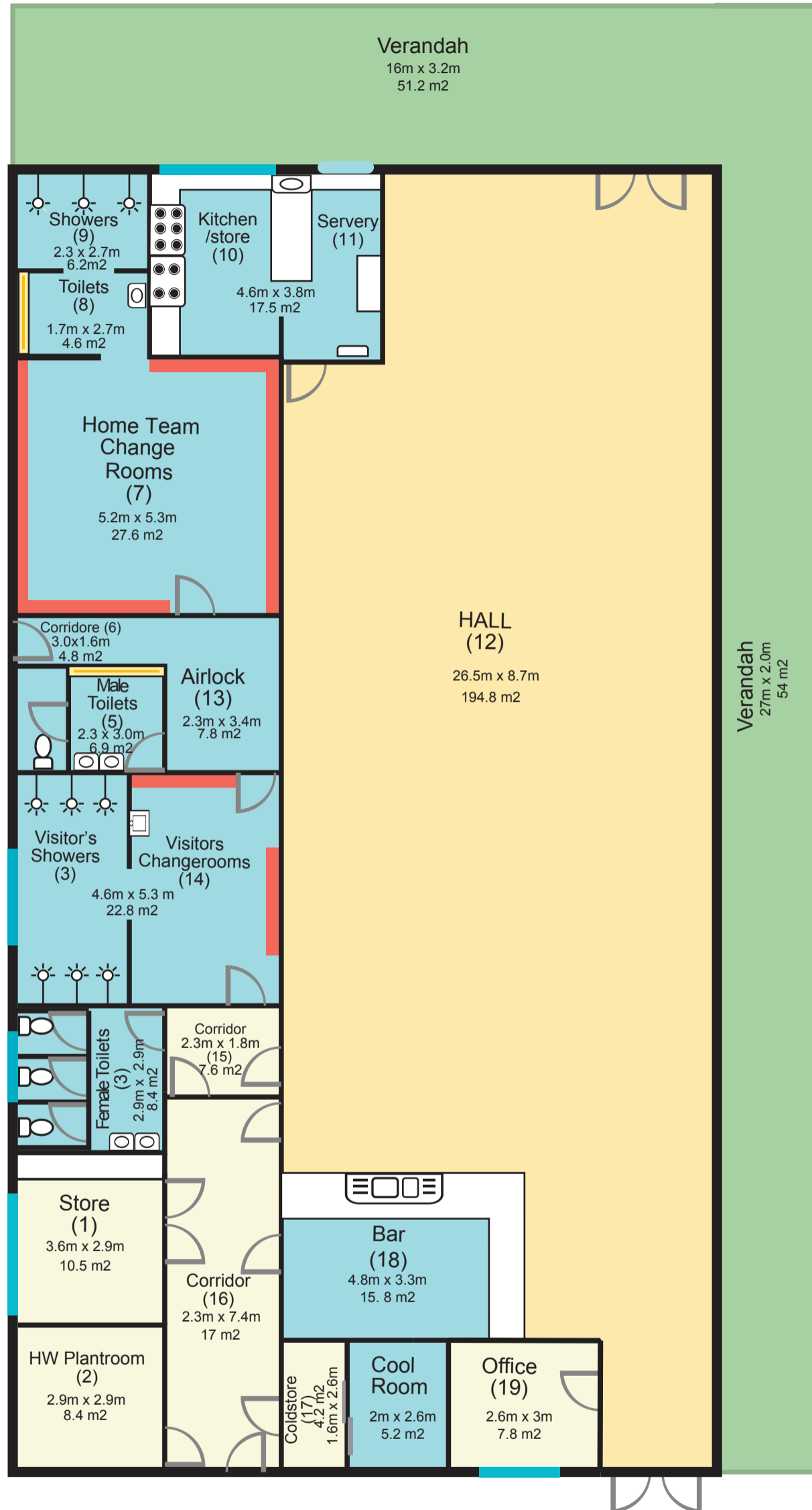
#### **5. REDEVELOPMENT**

For the purposes of clause 12 (and without limiting clause 12 in any way), the Lessee acknowledges and agrees that the Council intends to commence a Masterplan process in relation to the Land, in respect of which the Council may determine to exercise its rights under clause 12 during the term of this Lease.

**ANNEXURE B**  
**PLAN OF PREMISES**







City of  
Norwood  
Payneham  
& St Peters



JLL ASSET #	:	42.001
COUNCIL ASSET #	:	340
COMMON NAME	:	Patterson Sports Ground
ADDRESS	:	24 Turner St, Felixstow SA 5070
ASSET CLASS	:	Building
SPECIFIC	:	Changing Rooms
HERITAGE STATUS	:	None
ASSET SIZE SQM	:	357 m2
SCALE	:	1cm = 1m
PLAN COMMENTS	:	

**GENERAL DESCRIPTION**

Brick constructed clubrooms with concrete slab floor and metal deck roof. The clubroom building comprises a large open club area with viewing windows lining one wall along with home and away changeroom facilities, toilet facilities, servery and kitchen, cold store, bar, office, plant room and store room. Verandahs line the front and one side with the front verandah offering a stepped concrete base.

**ANNEXURE C**  
**MAINTENANCE SCHEDULE**

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
1	<b>LEGISLATIVE RESPONSIBILITIES, E.G. OCCUPATIONAL HEALTH, SAFETY &amp; WELFARE (OHS&amp;W), DUTY OF CARE AND PUBLIC LIABILITY</b>						
2	<b>Owner's responsibilities</b>	Legislative requirements	Ensure compliance with OHS & W Act and Regulations & Codes	As required	Council	Council	
3							
4	<b>Occupier's responsibilities</b>	Legislative requirements	Ensure compliance with OHS & W Act and Regulations & Codes	As required	Lessee	Lessee	
5	<b>Risk Management</b>	Risk Management Plan	Prepare and adopt an All Risks Management Plan. Implement the Plan. Provide current copies of the Plan to the Council and keep the Council informed of compliance/non-compliance with the Plan.	Development of Plan prior to occupation of the Premises and review as required by experience, or annually, whichever occurs first.	Lessee	Lessee	Council to verify adequacy of the Plan
6		Identify hazards	On-going monitoring of potential hazards of any kind. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk THEN notify the Council. Rectify the situation as soon as practicable.	As required	Lessee	Lessee	Council to verify adequacy of the implementation of the Plan as part of its annual inspection and review
7		Annually Audit/Inspection	Council to arrange a joint inspection of the Premises to view the state of the Facility and compliance with the provisions of the Lease, legislation and the All Risks Management Plan	Annually	Council		Joint inspection.
8							
9	<b>Chemical Register</b>	Provide and maintain a register of all chemicals used or brought onto the site	Record all chemicals and keep MSDS sheets for these. Registers to be made available to the Council.	Ongoing	Lessee	Lessee	Council to verify adequacy of the Chemical Register as part of its annual inspection and review
10		Monitor	Check that register is being maintained properly	Annually	Council	Council	
11							
12	<b>Hazardous Substances</b>	Storage management	Seek written approval from Council before storing hazardous chemicals on-site.	As required	Lessee	Lessee	
13			Store all hazardous chemicals in accordance with the appropriate AS.	Ongoing	Lessee	Lessee	
14			Do not store excess amounts of hazardous chemicals.	Ongoing	Lessee	Lessee	
15							
16	<b>Asbestos Register</b>	Provide Asbestos Register	Ensure that the Register is provided to the Lessee	Lease Commencement	Council	Council	
17		Make accessible	Ensure that the Register is available on site at all times.	As required	Lessee	Lessee	
18		Contact Council	Lessee to Contact Council BEFORE ANY works take place within the building. Approval is required by Council before any works are commenced.	As required	Lessee	Lessee	
19		Maintain up to date register	Maintain up to date register in line with the relevant Australian Standard.	Ongoing	Council	Council	
20							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments	
21	<b>Pest Control</b>	Vermin & Pest Control	Eradication of domestic pests & vermin, e.g.. mice, cockroaches & black ants (European wasps and termites excepted)	Ongoing	Council	Council		
22		European wasps	Treatment of any nests and infestations.	As required	Council	Council	Council to inform Lessee of proposed actions, chemicals etc. before undertaking any pest extermination work	
23								
24		Termites	Reporting infestations	Reporting infestations	Ongoing	Lessee		Council to be advised ASAP
25			Prevention measures and treatment of nests & infestations	Prevention measures and treatment of nests & infestations	Ongoing	Council	Council	Council to inform Lessee of proposed actions, chemicals etc. before undertaking any pest extermination work
26								
27	<b>Storage</b>	Storage management	All storage areas must be well organised. Avoid over filling storage areas. Store goods/equipment so as to minimise risk.	Ongoing	Lessee	Lessee		
28								
29	<b>Hire Agreements</b>	Use hire agreement.	The Lessee must ensure that all groups using the premises sign a Council provided hire agreement.	Ongoing	Lessee	Lessee		
30								
31	<b>SERVICE CHARGES</b>							
32	<b>Service</b>	<b>Issue</b>	<b>Task Description</b>	<b>Timeliness</b>	<b>Who to Do</b>	<b>Who to Pay</b>		
33	<b>Electricity</b>	Connection	If there is any initial charge for new occupant	As required	Council	Lessee		
34		Usage	Ongoing usage costs	As required	Council	Lessee		
35								
36	<b>Water</b>	Charges	Payment of base water supply charge and levies (if separately charged)	As required	Council	Council		
37		Usage	Usage Costs	Usage Costs	As required	Council	Council	
38	<b>Sewer</b>	Connection	If there is any initial charge for any connection	As required	Council	Council		
39		Charges	Payment of base sewer rate (if levied)	As required	Council	Council		
40		Usage	Ongoing usage costs	Ongoing usage costs	As required	Council	Council	
41								
42	<b>Gas</b>	Connection	If there is any initial charge for new occupant	As required	Lessee	Lessee		
43		Usage	Ongoing usage costs	Ongoing usage costs	As required	Lessee	Lessee	
44								
45	<b>Telephone / data</b>	Equipment, switchboard systems	Installation of equipment and cabling, both to the site and within the premises, including any upgrades and modifications	As required	Lessee	Lessee	If there are existing connections, cabling and equipment in place at the commencement of the occupancy, the Lessee takes the installation 'as is', and becomes responsible for its use and usability.	
46		Connection	Lessee to pay any connection costs or installation of new lines	As required	Lessee	Lessee		
47		Usage	Ongoing usage costs including for specific lines for security	Ongoing usage costs including for specific lines for security	As required	Lessee	Lessee	
48								

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
49	<b>Essential Safety Provisions (ESP's) and other statutory requirements for buildings</b>	Supply/installation, maintenance and checking	Ensuring compliance with all legislation associated with buildings	As required	Council	Council	Council will undertake the role, usually through engaging contractors (no reimbursement by Lessee).
50							
51	<b>INSURANCE</b>						
52	<b>Relief from Insurance Excess Requirement</b>						
53	<b>Graffiti Attack</b>	Insurance Excess			Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
54	<b>Vandalism and Malicious Damage Exterior only</b>	Insurance Excess	Includes broken windows, provided the damage is only external and not caused/initiated by Lessee, or its permitted hirers.		Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
55	<b>Burglary</b>	Insurance Excess	Includes repairing damage to building		Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
56	<b>Fire, water damage and all other property damage, including being hit by vehicles</b>	Insurance Excess	Includes repairing damage to building		Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
57	<b>All other Claims</b>	Insurance Excess	Includes repairing damage		Council	Council	No excess charge is recoverable from Lessee. Where damage is caused by Lessee, the Council may complete works and invoice Lessee, or Lessee may carry out works to remedy damage as per the Lease.
58							
59	<b>CLEANING</b>						
60	<b>Building internals Clause 3.9</b>	Cleaning	Ensure that the Premises are cleaned regularly & thoroughly by competent cleaners and ensure that at all times the Premises are kept in a clean, neat & tidy condition appropriate for the intended use.	Weekly	Lessee	Lessee	
61	<b>External Areas Clause 3.9</b>	Cleaning	Ensure that the outside areas are kept in a clean, neat & tidy condition appropriate for the intended use.	Ongoing	Lessee	Lessee	
62							
63	<b>EXTERNAL BUILDING FABRIC</b>						
64	<b>Annual Audit/Inspection</b>	Inspection of Facility	Visual check for movement, cracks, dampness or other irregularities. Undertake repairs as required and with reference to budgeting process.	Annually	Council	Council	Council to pay for inspection; Council or Lessee to pay for repairs and replacement, depending upon who is obligated under the Lease.
65	<b>External walls / External painting</b>	Monitor graffiti	Notify Graffiti Removal Group in the event of an attack.	Ongoing	Lessee	Lessee	
66		Remove graffiti	Remove or paint over graffiti.	As required	Council	Council	
67		Re-paint	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required	Council	Council	Unless the Improvement Register attached to the Lease identifies the Lessee as being responsible for this

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
68	<b>External/internal windows</b>	Cleaning – windows and screens	Clean all windows (including screens) on a periodic basis.	Quarterly	Lessee	Lessee	
69		Broken glass	Lessee responsible for the cost of replacement of broken glass, unless through malicious acts not associated with the Lessee, or the Lessee's use of the Facility. Council to organise. Breakage to be reported to Council.	As required	Council	Lessee	Refer to section dealing with Relief from Insurance Excess (LineNo52)
70		Glass broken maliciously	Council responsible for the cost of replacement of broken windows resulting from break-in, attempted break-in or vandalism.	As required	Council	Council	Refer to section dealing with Relief from Insurance Excess (LineNo52)
71		Operation	smooth and proper operation of windows and associated mechanisms	As required	Council	Council	
72		Frames	To be maintained in serviceable order, well painted/protected from weather (if appropriate) and replaced when necessary	As required	Council	Council	
73		Annual Audit/Inspection	Visual inspection for deterioration and/or damage. Physically test for operation.	Annually	Council	Council	
74							
75	<b>Roof – framing &amp; cladding</b>	Monitor leaks	Notify Council if leaks appear.	Ongoing	Lessee	Lessee	
76		Repair or replace	rectify leaks	As required	Council	Council	
77							
78	<b>Roof – gutters &amp; downpipes &amp; eaves</b>	Monitoring effectiveness	Visual inspection for integrity, damage & cleaning requirement.	Ongoing	Lessee	Lessee	
79		Cleaning	Cleaning gutters and downpipes as required.	As required	Lessee	Lessee	
80		Painting	As required to prevent deterioration.	As required	Council	Council	
81		Poor condition	Repair or replace	As required	Council	Council	
82		Annual Audit/Inspection	Visual inspection for integrity, damage & cleaning requirement.	Annually	Council	Council	
83							
84	<b>External doors</b>	Installation & operation of the solid external doors	maintain integrity of the doors	As required	Council	Council	
85		Installation & operation of fly screen doors	maintain integrity of the doors	As required	Lessee	Lessee	The Lessee may install and maintain fly screen doors as a fixture for which the Lessee is responsible. Note: fly screen doors are required to be keyed to the Council's master key system.
86		Keys	key cutting required as a result of lost/damaged keys or operational demands of Lessee	As required	Council	Lessee	
87		Door operation (Hinges)	Lessee to lubricate hinges as required.	As required	Lessee	Lessee	
88		Door operation (General)	Ongoing monitoring of operating condition & locking integrity. Notify Council immediately in the event of any failure.	Ongoing	Lessee	Lessee	
89		Lock maintenance and replacement	Lock management is the responsibility of Council except where the damage is clearly a result of misuse by Lessee.	Ongoing	Council	Council	
90							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
91	<b>External building signage</b>	Approval	Council to be notified of new signage. Lessee to apply to the Council for Lessor approval	As required	Lessee	Lessee	
92		Installation	Lessee to install in accordance with lease requirements and relevant statutory requirements (i.e. planning, building, by-laws etc.) when installing or replacing signage	As required	Lessee	Lessee	
93		Maintenance	Lessee to maintain, replace, keep in good appearance, condition and working order and abide by all lease requirements and relevant statutory requirements (i.e. planning, building, Community Land Management Plans, by-laws etc.)	As required	Lessee	Lessee	
94	<b>External lighting, including flood lighting and security lighting</b>	Approval	Council to be notified of proposal to install or alter external lighting. Lessee to apply to the Council for Lessor approval.	As required	Lessee	Lessee	
		Installation	Council to instal in accordance with Lessee's requirements and compliance with relevant statutory requirements (ie planning, building, by-laws etc) when installing or replacing lighting	As required	Council	Council	
		Maintenance	Lessor to maintain, replace, keep in good appearance, condition and working order	As required	Council	Council	This includes globe replacement and motion detectors.
98	<b>INTERNAL BUILDING FABRIC</b>						
99	<b>Internal walls &amp; ceilings – solid and/or gyprock</b>	Manage against damage/marking	Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Refer to cleaning below.	Ongoing	Lessee	Lessee	
100		Repairs	Lessee responsible for the cost of repairs or replacement, unless caused through structural failure or water damage which was not contributed to by the Lessee failing to take proper precautions.	As required	Council	Lessee	Council to organise.
		Monitor salt damp	Lessee to monitor salt damp on internal walls and notify Council if remedial measures and/or repairs are required, Council to undertake required works.	Ongoing	Lessee / Council	Council	
102							
103	<b>Internal doors – including operable walls</b>	Lock & key issues	Same as external doors.				
104		Manage against damage/marking	Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Refer to cleaning below.	Ongoing	Lessee	Lessee	
105		Repairs	Lessee responsible for the cost of repairs, unless only attributable to fair wear and tear factors.	As required	Council	Lessee	Council to organise.
106							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
107	<b>Floor finishes (includes stairs where applicable)</b>	Monitor for trip/slip hazards	On-going monitoring of potential slip/trip hazards. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk. Notify Council should hazard relate to structural movement or building fabric.	As required	Lessee	Lessee	
108		Inspect in order to assess integrity & replacement requirement.	Annual Audit/Inspection	Annual	Council	Council	
109		Cleaning (including stain removal) and/or polishing	To be undertaken as part of a formal cleaning regime.	As required	Lessee	Lessee	
110		Strip back & re-seal of hard floors	Not Applicable.	Not Applicable	Not Applicable	Not Applicable	
111		Repairs & replacement	Repair and replace carpets and other floor coverings, if originally supplied by the Council, or accepted by the Council as a Council fixture, otherwise the Lessee is responsible.	As required	Council	Council	Lessee liable to pay if work is required due to extraordinary factors or negligence pertaining to the Lessee.
113	<b>Wall finishes</b>	Cleaning	Where nature of finish permits, wash marks off walls.	As required	Lessee	Lessee	
114		Painting	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required	Council	Council	
114							
116	<b>Ceiling finishes</b>	Painting	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required	Council	Council	
117							
118	<b>Internal fittings, fixings &amp; built-in joinery</b>	Annual Audit/Inspection	Visual inspection for integrity & damage. Repair/replace as required.	Annually	Council	Council	
119		Repairs & replacement	Repair and replace fixtures, if originally supplied by the Council, or accepted by the Council as a Council fixture, otherwise the Lessee is responsible.	As required	Council	Council	Lessee liable to pay if work is required due to extraordinary factors or negligence pertaining to the Lessee, or the fixture belongs to the Lessee.
120							
121	<b>GROUNDS</b>						
122	<b>Garden beds</b>	Gardening	General garden maintenance including watering, weeding, trimming etc. to all external shrubbery and garden beds	Ongoing	Council	Council	
123	<b>Lawns</b>	Installation and maintenance	Maintain in good, neat condition, weed free and mown	As required	Council	Council	Not Applicable
124	<b>Tree management</b>	Assessment of condition	Monitor aesthetics and stability, especially with respect to potential personal injury or building damage. Notify Council of issues.	As required	Lessee	Lessee	
125		Remove, prune or treat	Undertake tree maintenance as agreed with the Council	As required	Council	Council	
126		Protection	Exercise caution with vehicles associated with the activity that enter / exit the site adjacent to existing mature trees.		Council	Council	
127		Major trimming or removal	Trim or remove trees as advised by arborist	As required	Council	Council	Council approval is first required
128							



LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
129	<b>Fencing (including gates)</b>	Site perimeter fencing and gates	Install, repair, maintain and replace as necessary and if applicable, in accordance with the <i>Fences Act 1975</i> . Refer below if there is contributory negligence by the Lessee.	As required	Council	Council	Perimeter fencing means the fencing around the border of the whole site being leased and may comprise a standard fence as used in the neighbourhood, or the standard type of reserve fencing specified by the Council.
130		Site perimeter fencing	Repair any damage caused by Lessee, e.g. materials, including fill placed on or against fence, attachments, etc..	As required	Council	Lessee	
131		Special purpose fencing and gates	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
132		Internal fencing	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
133		Trellises on fences	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
134							
135	<b>Paths &amp; Paved Areas</b>	Keep clean	Keep free of rubbish and tree/garden debris.	As required	Lessee	Lessee	Except where Council has undertaken maintenance works - then Council is responsible.
136		Repairs & replacement	Undertake repairs as required in order to maintain integrity & minimise public risk.	As required	Council	Council	
137		Identify trip hazards	On-going monitoring of potential slip/trip hazards. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk THEN notify Council of the details, including date discovered and date fixed.	As required	Lessee	Lessee	
138							
139	<b>Site Signage</b>	Signs necessary for site management (i.e. statutory, parking signs)	Update details, remove graffiti, repair or replace as required.	As required	Council	Council	
140							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
141	<b>STORMWATER DRAINS</b>						
142	<b>Open Stormwater Drains</b>	Construction & Maintenance	Install and keep in good working order	As required	Council	Council	
143		Regular inspection and cleaning	Keep free of tree/garden debris & litter	Weekly	Lessee	Lessee	
144							
145	<b>Stormwater drainage systems (sumps and pipes)</b>	Construction & Maintenance	Install and keep in good working order	As required	Council	Council	
146		Regular inspection and cleaning	Keep free of blockages and silt	Quarterly	Lessee	Lessee	
147							
148	<b>SA WATER MAINS WATER IRRIGATION SYSTEM</b>						
149	<b>Irrigation Mains</b>	Supply, repairs and maintenance	Provision of a mains water (SA Water) supply, either from the SA Water main meter with a subsidiary flow meter in the line to measure the usage of mains water by the Lessee, or a direct metered supply from SA Water	As required	Council	Council	
150	<b>Water consumption</b>	Pay utility charges	Pay charges for supply and consumption	As required	Council	Council	
151							
152	<b>RAINWATER TANKS</b>						
153	<b>Rainwater tanks &amp; filters</b>	Supply, repairs and maintenance	Maintain in good working order, including cleaning the filters and tanks. Rainwater tank located at 66 Nelson Street next door, but plumbed to this tenancy at 68 Nelson Street.	As required	Council	Lessee	Not Applicable
153	<b>Supply pipes and fittings</b>	Supply, repairs and maintenance	Install and maintain in good working order the water delivery system from the roads to the collection tanks.	As required	Council	Council	Not Applicable
155	<b>Water Quality - Operation</b>	Operation	Operate and manage the rainwater system in compliance with any regulatory requirements and/or guidelines	As required	Lessee	Lessee	Not Applicable
156	<b>Rainwater Distribution System</b>	Supply, repairs and maintenance	Maintain in good working order the pumps, pipes, valves (including any required back flow prevention valves), sinks, taps and other fittings used in the distribution and disposal of collected rainwater.	As required	Council	Council	Not Applicable
158	<b>AIR CONDITIONING</b>						
159	<b>Air conditioning systems</b>	Maintenance contract	Includes major cleaning and general maintenance.	Annually	Council	Lessee	
160	<b>Air conditioning systems</b>	Repairs & replacement	As advised from time to time by the Contractor, or the Lessee	As required	Council	Council	
161	<b>Air conditioning filters</b>	Clean	Clean filters as per the operating manual	Annually	Council	Lessee	Included as part of maintenance contract
162							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
163	<b>PLUMBING MAINTENANCE</b>						
164	<b>General plumbing (water &amp; sewer)</b>	Toilet fittings, taps, sinks, drains, pipes etc.	Keep clean, maintain in good repair and free from blockages.	As required	Lessee	Lessee	
165		Toilet fittings, sinks, drains, pipes etc.	Unblock	As required	Lessee	Lessee	
166		Toilet fittings, sinks, drains, pipes etc.	Repair/replace as required for fair wear and tear.	As required	Council	Council	
167		Toilet fittings, sinks, drains, pipes etc.	Repair/replace as required if damaged or prematurely failing due to lack of maintenance or negligence, etc.	As required	Council	Lessee	
168	<b>Hot water services (includes solar)</b>	Relief valve	Keep relief valve clear	Annually	Lessee	Lessee	
169		Repair or replace	Repair or replace as required	As required	Council	Council	
170							
171	<b>ELECTRICAL SUPPLY &amp; MAINTENANCE</b>						
172	<b>Solar or wind generation systems</b>	Supply	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
173		Operation and maintenance	Not Applicable	Not Applicable	Not Applicable	Not Applicable	
174							
175	<b>Main Switchboard</b>	Main electrical connection and main distribution board	Supply main electrical connection and main distribution board	Initial installation	Council	Council	
176		Maintenance, including testing and inspections	Checking and maintenance/repair of electrical installation	As required	Council	Council	
177		Upgrade	Upgrade if a result of increased power requirements	As required	Council	Lessee	
178							
179	<b>Electrical distribution network &amp; sub-boards</b>	Maintenance, including testing and inspections	Checking and maintenance/repair of electrical installation	As required	Council	Council	
180		Upgrade	Upgrade if a result of increased power requirements	As required	Council	Lessee	
181							
182	<b>RCDs</b>	Regular test by identified resource	Test for correct operation monthly. Document test as required.	Monthly	Lessee	Lessee	
183		Electrician testing & maintenance	Contract for inspection and test as per AS 3190	As required	Council	Lessee	
184							
185	<b>Tagging and testing</b>	In-service safety inspection and testing of electrical equipment	Maintain regulatory compliance as per AS 3760. Inspection & testing to be coordinated by Council for Council owned fixtures and fittings. Lessee to arrange tagging and testing of Lessee owned electrical equipment unless otherwise arranged with Lessor.	Annually	Council / Lessee	Lessee	
186							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
187	<b>External lighting/Internal lighting (including Fittings)</b>	Initial Installation	Installation of all lights, including floodlighting, security lighting and internal lighting	As required	Council	Council	The Lessee takes the installation 'as is', and becomes responsible for its use and usability.
188		Alterations and new fittings	Changes or additions to existing lighting is required	As required	Council	Lessee	
189		Maintenance, including replacement of motion detectors, globes, etc.	Lessee to replace at own cost.	As required	Lessee	Lessee	If Council undertakes the work (eg high level replacement), the Lessee is to reimburse the Council's costs.
190		Monitor operation	Lessee to notify Council of maintenance/replacement requirement of light fittings.	Ongoing	Lessee	Lessee	
191		Damaged fittings	Repair/replace as required	As required	Council	Council	Council to pay for vandalism & malicious damage, up to amount of insurance excess
192							
193	<b>Switches</b>	Annual audit/inspection	Inspection for integrity and damage by Lessee.	Annually	Council	Council	Council to pay for inspection; Lessee to pay for repairs and replacement, if Lessee's fault.
194							
195	<b>ESSENTIAL SAFETY PROVISIONS (ESP'S)</b>						
196	<b>ESP's include: building fire safety systems, fire extinguishers, fire blankets, fire hose reels, exit lighting, emergency lighting, emergency egress points, etc. and other statutory safety requirements for buildings.</b>						
197	<b>General</b>	Initial Installation: Supply & install ESP equipment	Ensure that required ESP equipment is supplied, installed and working and that the premises comply at the beginning of the occupancy (not a continuing occupancy).	As required	Council	Council	Council will undertake the role, usually through engaging contractors, and seek reimbursement from the Lessee for the costs incurred.
198		Coordinate testing, servicing and maintenance for all ESP's & ensure compliance with the Development Act 1993	A Form 3 certificate (as required pursuant to Regulation 76 of the Development Act 1993) will be completed by a certified contractor annually as proof that the required testing and maintenance has been carried out.	Ongoing	Council	Lessee	
199		Cost reimbursement	Reimburse Council expenditure incurred with ongoing ESP supply and compliance	As incurred	Council	Lessee	
200	<b>Exit lighting</b>	Notify Council if inoperative	If an exit light is damaged or not working the Council must be contacted immediately.	Ongoing	Lessee	Lessee	
201		Repair/replace	Repair/replace immediately	As required	Council	Lessee	
202							
203	<b>Fire extinguishers, fire blankets, fire hose reels, etc.</b>	Tampering	Manage against tampering. Ensure that fire safety equipment is not moved from its dedicated location or tampered with.	Ongoing	Lessee	Lessee	
204		Repair/replace	Repair/replace immediately	As required	Council	Lessee	
205							
206	<b>Emergency exit doors</b>	Monitor operation	Ongoing monitoring of operating condition & locking integrity. Notify Council immediately in the event of any failure.	Ongoing	Lessee	Lessee	
207		Repair/replace	Repair/replace immediately	As required	Council	Council	
208							
209	<b>Emergency egress points &amp; paths of travel to exit doors</b>	Keep clear at all times (internally and externally)	Ensure that emergency egress points are kept clear at all times. That is, prevent blocking by furniture or stored items.	Ongoing	Lessee	Lessee	
210							

LineNo	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
211	<b>SECURITY - Council Installed &amp; Maintained</b>						
212	Security system	Maintain the security system.	Maintain the security system.	Annually	Council	Council	Not Applicable
213							
214	Security contract	Repairs & replacement	As required	As required	Council	Council	Not Applicable
215							
216	<b>SECURITY - Lessee Installed &amp; Maintained</b>						
217	Security system	Maintain the security system.	Maintain the security system.	Annually	Lessee	Lessee	
218		Council to be kept informed	Provide current details of the security system, including names of security company and access codes to the Council	As required	Lessee	Lessee	
219	Security contract	Repairs & replacement	As required	As required	Lessee	Lessee	

# LICENCE AGREEMENT

## Licence Area

Patterson Sportsground

## Licensee

East Torrens Payneham Lacrosse Club Inc

## Commencement Date

1 July 2021

## Expiry Date

30 June 2026

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

SCHEDULE	
<b>ITEM 1</b> <b>Licensee</b>	Name of Licensee: <b>East Torrens Payneham Lacrosse Club Inc</b> ABN: 30 336 730 212 Postal address: PO Box 188, Marden SA 5067  <b>Licensee contact details:</b> <ul style="list-style-type: none"> <li>Name: Lee Vickery (Chairman)</li> <li>Email: <a href="mailto:chairman@redwingslax.com">chairman@redwingslax.com</a> / <a href="mailto:clubrooms@redwingslax.com">clubrooms@redwingslax.com</a></li> <li>Phone: 0411100492 (Lee) / 8365 8200 (clubrooms)</li> </ul>
<b>ITEM 2</b> <b>Land</b>	Name of Council reserve / park: <b>Patterson Sportsground</b> being portion of the land comprised in Certificates of Title Volume 5859 Folio 643 and Volume 5386 Folio 506.
<b>ITEM 3</b> <b>Licence Area</b>	The grassed sportsground area marked in red on the Plan attached as Annexure B
<b>ITEM 4</b> <b>Term</b>	A term of five (5) years commencing on 1 July 2021 (' <b>Commencement Date</b> ') and expiring at midnight on 30 June 2026.
<b>ITEM 5</b> <b>Times of use</b>	Tuesday & Thursday: 4.30-9pm Wednesday: occasional 4.30-9pm (State team nights) Friday: occasional 4.30-9pm Saturday: 8am-5.30pm Sunday: occasional 8am-1pm  or as otherwise agreed between the parties.
<b>ITEM 6</b> <b>Permitted Use</b>	Playing and practising of lacrosse and ancillary activities including fundraising and events
<b>ITEM 7</b> <b>Licence Fee</b>	12.5% of the costs incurred by the Council in undertaking its maintenance obligations in respect to the Licence Area pursuant to Special Condition 4 (including the cost of supplying water) in the preceding year, payable on 1 April 2022 and on that date in each year of the Term thereafter and upon issue of an invoice from the Council.
<b>ITEM 8</b> <b>Public Liability Insurance</b>	Twenty Million Dollars (\$20,000,000.00)

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2021

**BETWEEN**

The Corporation of the City of Norwood Payneham and St Peters of 175 The Parade Norwood SA 5067 (the **Council**)

**AND**

The **Licensee** as described in Item 1 of the Schedule.

**BACKGROUND**

- A. The Council is the registered proprietor of or has the care, control and management of the Reserve.
- B. The Licensee has requested a licence to use the Area for the Permitted Use during the Times of Use.
- C. The Council has agreed to grant the Licensee a licence of the Area, and (if necessary) has undertaken community consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* (SA).
- D. The Council and Licensee wish to record the terms of their agreement in this Licence.

**TERMS**

**1. ACKNOWLEDGEMENT OF BACKGROUND**

The preceding statements are accurate and form part of this Licence.

**2. DICTIONARY**

In this Licence:

**Agreed Consideration** means the Licence Fee, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Licensee for any supply or use of the Area and any goods, services or other things provided by the Council under this Licence (other than tax payable under clause 17).

**Area** means the area described in Item 3 including the Council's Equipment.

**Building** means the interior and exterior of all present and future improvements on the Reserve and includes all Services and Common Areas and all other conveniences, services, amenities and appurtenances of, in or to the Building.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in South Australia.

**Commencement Date** means the commencement date of the Term described in Item 4.

**Common Areas** means all areas of the Reserve which are not leased or tenanted and which are for common use by tenants and lessees of the Reserve, their invitees and customers, and members of the public including driveways, car parks, walkways, washrooms, toilets, lifts and stairways.

**Council** means the party described as 'the Council' in this Licence and where the context permits includes the employees, contractors, agents and other invitees of the Council.



**Council's Equipment** means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Area and made available for use by the Licensee.

**Default Rate** means the rate which is 2% per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000 and if there is more than one rate published, the highest of those rates.

**GST** has the same meaning as given to that term in the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

**GST Rate** means 10% or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

**Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

**Licence Fee** means the fee set out in Item 7.

**Licensee** means the party described as 'Licensee' in this Licence and where the context permits includes the employees, contractors, agents, customers and other invitees of the Licensee.

**Licensee's Equipment** means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Area by the Licensee, and includes (without limitation) fencing, nets, back stops, coaches boxes, scoreboards, signs and signboards (including sponsor's signs) and trailers.

**Permitted Use** means the use described in Item 6.

**Reserve** means the reserve or park described in Item 2 and includes any part of the Reserve.

**Services** includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building or any Area in or on the Reserve supplied by any authority, the Council or any other person the Council authorises.

**Statutory Authorities** means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

**Term** means the term of this Licence commencing on the Commencement Date and described in Item 4 and any period during which the Licensee holds over or remains in occupation of the Area.

**Times of Use** means the times set out in Item 5.

### 3. INTERPRETATION

In this Licence, unless the contrary intention appears:

- 3.1 a reference to a clause is a reference to a clause in this Licence;
- 3.2 a reference to an Item is a reference to an item in the Schedule;
- 3.3 a reference to the Schedule is a reference to the schedule of this Licence; and
- 3.4 a reference to an Annexure is a reference to an annexure to this Licence.
- 3.5 headings are for convenience only and do not affect interpretation;
- 3.6 the singular includes the plural and vice-versa;
- 3.7 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 3.8 a reference to any party in this Licence, or any other document or arrangement referred to in this Licence, includes that party's executors, administrators, substitutes, successors and assigns;
- 3.9 a reference to any document (including this Licence) is to that document as varied, novated, ratified or replaced from time to time;

- 3.10 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 3.11 a reference in this Licence to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council; and
- 3.12 'including' and similar expressions are not and must not be treated as words of limitation.

#### **4. GRANT OF LICENCE**

- 4.1 The Council grants and the Licensee accepts a licence of the Area for the Term and during the Times of Use as set out in this Licence.
- 4.2 The rights conferred by this Licence shall rest in contract only and shall not create or confer upon the Licensee any tenancy, estate or interest in or over the Area or the Reserve.

#### **5. LICENCE FEE**

The Licensee must pay to the Council the Licence Fee in accordance with the payment schedule set out in Item 7 of the Schedule, unless an alternative payment schedule is otherwise agreed with the Council.

#### **6. USE OF AREA**

##### **6.1 Permitted Use**

The Licensee must use the Area strictly only for the Permitted Use.

##### **6.2 Nuisance and Offensive Activities**

6.2.1 Notwithstanding clause 6.1, the Licensee must not carry on any offensive or dangerous activities on or from the Area or create a nuisance or disturbance to Council, the public or other owners or occupiers of nearby land, and must take all reasonable steps to minimise noise, dust and vibration from the Area.

6.2.2 The Licensee will be responsible for the conduct of any persons participating in and any spectators of the Permitted Use and will use its best endeavours to ensure that they comply with the terms of this Licence

##### **6.3 Use of Services**

6.3.1 The Licensee will ensure that the Services (if any) are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.

6.3.2 The Licensee must promptly repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Licensee, and must immediately notify the Council of any such damage or malfunction.

##### **6.4 Cleaning**

The Licensee must keep the Area clean, tidy and free from rubbish, and must not cause the Common Areas to be left untidy or in an unclean state or condition.

##### **6.5 Qualified Persons**

The Licensee must ensure that there are sufficiently qualified people in attendance at the Area, in accordance with any applicable industry standards, to supervise the Permitted Use conducted in the Area under this Licence.

##### **6.6 Notification of Hazards**

The Licensee must immediately notify the Council upon becoming aware of any hazards, risks and obligations relating to the Area (including under the *Work Health and Safety Act 2012*).

## 6.7 Alcohol and Gaming

6.7.1 Unless the Licensee first obtains the written consent of the Council, the Licensee must not apply for:

- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
- (b) a gaming machine licence under the *Gaming Machines Act 1992*.

6.7.2 If the Permit Holder obtains any of the above licences, then it must comply with any licence terms and conditions and the relevant Act(s) at all times.

## 6.8 Smoking

The Licensee acknowledges and agrees that smoking is prohibited at the Area or at the Reserve at all times in accordance with the Council's Smoke-Free Policy.

## 6.9 Signs and Banners

The Licensee must not place any signs, advertisements or banners at the Area except where prior Council approval has been obtained and in accordance with any statutory requirements. Approved signs, advertisements or banners must be removed within five (5) days of the expiry or earlier determination of this Permit

## 6.10 Advertising

The Licensee must not offer to sell goods, solicit, attempt to attract trade or business, tout or spruik on the Area or any area owned or controlled by the Council surrounding the Area, other than in connection with the Permitted Use.

## 6.11 Pegging and Moveable Structures

The Licensee must not cause or permit pegs to be placed in the ground at the Area and must ensure that all moveable structures are weighted in accordance with relevant industry standards, including as set out in the *Hire and Rental Industry Association (HRIA) Marquee Weighting Guide* (as amended from time to time), and otherwise to Council specifications.

## 6.12 Vehicles

The Licensee must not cause or permit vehicles to be driven onto or parked on the Area or the Reserve, unless prior approval has been obtained from the Council.

## 6.13 Keys

6.13.1 Any keys issued by the Council to the Licensee for the purpose of conducting the Permitted Use at the Area will remain the property of the Council and must be returned to the Council upon the expiry or earlier determination of this Licence, unless otherwise agreed.

6.13.2 The Licensee will be liable to pay to the Council the cost of issuing and/or replacing any keys.

## 6.14 Council Events

6.14.1 The Licensee acknowledges and agrees that if the Area is being used for another organised purpose (**Event**), which has been approved or authorised by the Council and notified to the Licensee in advance, the Licensee will cooperate with the organisers of the Event and the Council and will, if required, cease operation of the Permitted Use at the Area for the duration of the Event, and may relocate to another location, subject to the Council's prior consent.

6.14.2 The Licensee acknowledges and agrees that the Council will not be liable for any claims or costs suffered by the Licensee due to any disruption of the Permitted Use by any actions of the Council in connection with the Event, including authorising or approving the Event.

**6.15 Statutory Requirements**

The Licensee must comply with all applicable legislation, regulations, by-laws, codes of practice, guidelines and Council policies relating to the Permitted Use or the Area, including any applicable industry or health and safety standards in relation to the Permitted Use.

**6.16 Comply with Directions**

The Licensee must comply with all reasonable directions given to the Licensee by any employee or officer of the Council in relation to this Licence or the Permitted Use.

**6.17 No Warranty**

The Council makes no warranty or representation regarding the suitability of the Area (structural or otherwise) for the Permitted Use or any other purpose.

**6.18 COVID-19 Requirements**

Without limiting clause 6.15 in any way, in conducting the Permitted Use under this Licence, the Licensee must ensure compliance at all times (including by all persons attending the Licence Area in connection with the Permitted Use) with:

- 6.18.1 all relevant legislative requirements and emergency management directions in place in relation to the COVID-19 Pandemic (including as amended from time-to-time); and
- 6.18.2 all relevant directions, guidelines and codes of practice from any peak body related to the Permitted Use with respect to the COVID-19 Pandemic (including as amended from time-to-time).

**7. INSURANCE****7.1 Licensee must Insure**

The Licensee must keep current during the Term:

- 7.1.1 public risk insurance for at least the amount in Item 8 (or any other amount the Council reasonably requires) for each claim; and
- 7.1.2 other insurances required by any Statutory Requirement or which the Council reasonably requires.

**7.2 Requirements for Policies**

Each policy the Licensee takes out under this clause 7 must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Licensee and note the interest of the Council and any other person the Council requires;
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made; and
- 7.2.4 note that despite any similar policies of the Council, the Licensee's policies will be primary policies.

**7.3 Evidence of Insurance**

The Licensee must give the Council certificates evidencing the currency of the policies the Licensee has taken out under this clause 7 prior to the Commencement Date and otherwise upon request.

**8. LICENSEE'S EQUIPMENT, MAINTENANCE AND REMOVAL**

- 8.1 Any Licensee's Equipment installed in or brought on to or kept at the Area by the Licensee is subject to prior Council approval.
- 8.2 The Licensee must, at its own cost and expense during the Term, keep, maintain and replace the Licensee's Equipment in good, safe and proper repair and condition and in accordance with any applicable industry or health and safety standards, and otherwise to the Council's satisfaction and in accordance with all directions and requirements of the Council.
- 8.3 The Licensee must maintain, repair or replace any Licensee's Equipment which are damaged or worn with items of the same or similar quality to those in use when they were last replaced with the Council's approval, or if they have not been so replaced, to those in use at the Commencement Date.
- 8.4 The Licensee must remove any Licensee's Equipment installed in or brought on to or kept at the Area upon the expiration or earlier determination of this Licence.
- 8.5 Any Licensee's Equipment that is not removed from the Area in accordance with clause 8.4 may be removed by the Council and all costs incurred by the Council in connection with such removal (including storage costs) are recoverable by the Council from the Licensee as a debt.

**9. ALTERATIONS BY THE LICENSEE**

- 9.1 The Licensee must not carry out any alterations or additions to the Area without the Council's consent.
- 9.2 The Licensee must provide full details of the proposed alteration and additions to the Council.
- 9.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Licensee to obtain the Council's consent to any agreements that the Licensee enters into in relation to the alterations or additions.
- 9.4 The Licensee must carry out any approved alterations and additions:
- 9.4.1 in a proper and workmanlike manner;
  - 9.4.2 in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as licensor under this Licence; and
  - 9.4.3 in accordance with all Statutory Requirements.
- 9.5 The Licensee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Licensee's alterations and additions.

**10. DAMAGE**

- 10.1 The Licensee must not permit, cause or contribute to damage to the Area, Reserve or any road, footpath, Council owned or controlled land or property in the immediate vicinity of the Area, or any of the Council's Equipment or Services, in carrying out the Permitted Use or otherwise in connection with this Licence.
- 10.2 If the Licensee does cause any damage described in clause 10.1, or to the Reserve or any part of the Reserve, or to any part of the Council's property, the Licensee must immediately notify the Council and at its own cost and expense promptly rectify the

damage and reinstate the Area or Reserve to the satisfaction of the Council and in accordance with all directions and requirements of Council.

- 10.3 If the Licensee fails to promptly rectify and repair any such damage pursuant to clause 10.2, or alternatively if the Council elects in its discretion, the Council may undertake the rectification and repairs itself, without notice having been given to the Licensee and the Council shall be entitled to recover from the Licensee as a liquidated debt any costs incurred in doing so.

## 11. TRANSFERRING, SUBLETTING AND CHARGING

- 11.1 The Licensee must not assign this Licence without the Council's prior written consent.
- 11.2 The Licensee must not charge, sublicense or otherwise part with possession with the Area without the Council's prior written consent.

## 12. COUNCIL'S OBLIGATIONS AND RIGHTS

### 12.1 Right to Enter

12.1.1 The Council may (except in the case of emergency when no notice will be required) enter the Area at any time after giving the Licensee reasonable notice for any reason, including to inspect the Area, the Reserve, the Licensee's Equipment or to do repairs or other works or to satisfy the requirements of any Statutory Authority.

12.1.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Licensee's use and occupation of the Area.

### 12.2 Right to Licence or Hire to Other Parties

The Licensee agrees and acknowledges that this Licence does not give the Licensee any exclusive right to use the Area and that the Council may licence or hire the Area to other parties at any time outside of the Times of Use.

### 12.3 Emergencies

In an emergency the Council may:

- 12.3.1 close the Area or Building; and
- 12.3.2 prevent the Licensee from entering the Area or Building.

### 12.4 Right to Rectify

The Council may at the Licensee's cost do anything which the Licensee should have done under this Licence but which the Licensee has not done or which the Council reasonably considers the Licensee has not done properly.

## 13. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

- 13.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Area or the Reserve (**Redevelopment**) or for any other reason the Council wishes to demolish or acquire vacant possession of the Reserve, the Area or any part of the Area, then the Council will be entitled to terminate this Licence subject to the following conditions:

- 13.1.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that Redevelopment within a reasonably practical time after this Licence is to be terminated;
- 13.1.2 the Council may at any time after providing the Licensee with the information specified in clause 13.1.1, give the Licensee a written notice of termination of this Licence (**Termination Notice**) specifying the date on which this Licence is to come to an end, being a date not less than six (6) months after the Termination Notice is given. This Licence will, unless terminated earlier by

the Licensee under clause 13.1.3, come to an end at midnight on the day specified in the Termination Notice;

13.1.3 at any time after receiving a Termination Notice under clause 13.1.1, the Licensee may terminate this Licence by giving not less than seven (7) days' written notice to the Council; and

13.1.4 when this Licence is terminated (whether by the Council under clause 13.1.2 or by the Licensee under clause 13.1.3), the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

## **14. RIGHTS AND OBLIGATIONS ON EXPIRY**

### **14.1 Termination of Licence**

This Licence will immediately cancel on the earlier of the expiration of the Term or the termination of the Licence by the Council as permitted under this Licence.

### **14.2 Handover of Area**

14.2.1 Before this Licence comes to an end, the Licensee will:

- (a) cease using the Area for the Permitted Use;
- (b) remove all of the Licensee's Equipment and repair any damage caused by such removal;
- (c) if required by the Council, remove and reinstate any alterations or additions made to the Area by the Licensee to the satisfaction of the Council and in accordance with all directions and requirements of the Council;
- (d) complete any repairs which the Licensee is obliged to carry out under this Licence.

14.2.2 If the Licensee fails to carry out the works required under clause 14.2.1, the Council may without notice undertake the work required itself and may recover any cost or expense incurred in connection with such works from the Licensee as a liquidated debt.

### **14.3 Holding Over**

If, with the Council's consent, the Licensee continues to occupy the Area after the end of this Licence, the Licensee does so on a monthly recurring basis which either party may terminate on one (1) month's notice given at any time, and is on the same terms as this Licence.

## **15. BREACH**

### **15.1 Council's Rights on Breach**

15.1.1 If the Licensee is at any time in breach of any of its obligations under this Licence, the Council and anybody authorised by the Council for that purpose may:

- (a) give notice specifying the breach and requiring the Licensee to remedy the breach within a reasonable period of time, being at least fourteen (14) days, unless the Council determines that a shorter period should apply to protect the health or safety of the public;
- (b) at any time thereafter come onto the Area without notice and do all things necessary to remedy that breach; and

- (c) terminate this Licence by giving written notice to the Licensee which will be effective immediately unless the Council specifies otherwise in the notice.

15.1.2 The Licensee will be liable to pay or reimburse the Council for all reasonable costs and expenses incurred in connection with any action taken by the Council under clause 15.1.1, which the Council may recover from the Licensee as a debt due and payable on demand.

15.1.3 The Licensee must immediately notify the Council if it breaches any provision of this Licence.

## 15.2 Interest on Overdue Amounts

If the Licensee does not pay an amount when it is due under this Licence, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

## 16. INDEMNITY AND RELEASE

### 16.1 Risk

The Licensee occupies and uses the Area at the Licensee's risk.

### 16.2 Indemnity

The Licensee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with the granting of the Licence or the undertaking of the Permitted Use except to the extent caused or contributed to by the negligence or default of the Council.

### 16.3 Release

The Licensee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Area or the Building except to the extent that they are caused by the Council's negligence or default.

16.4 Each indemnity is independent from the Permit Holder's other obligations and continues during this Permit and after this Permit ends.

## 17. GOODS AND SERVICES TAX

17.1 If GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Licence or any goods, services or other things supplied under this Licence then:

17.1.1 the Agreed Consideration for that supply is exclusive of GST;

17.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and

17.1.3 the Licensee shall pay the increased Agreed Consideration on the due date for payment by the Licensee of the Agreed Consideration.

17.2 Where the Agreed Consideration is to be increased to account for GST under this clause 17, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Licensee.

17.3 If the Licensee does not comply with its obligations under this Licence or with its obligations under the GST Legislation in connection with this Licence and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Licensee must pay the Council on demand an amount equal to the amount of the penalties and interest.



## 18. GENERAL

### 18.1 Costs

The Licensee must, on request, pay or reimburse to the Council all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Licensee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Licensee.

### 18.2 Execution of Licence

This Licence is not effective until the Licensee has received a copy of the Licence signed by the Council.

### 18.3 Waiver

If the Council accepts or waives any breach by the Licensee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Licence.

### 18.4 Notice

18.4.1 A notice given under this Licence must be in writing and may be given by post, by email, or by delivery to:

(a) the Council at its office, the address or email address of the Council appearing in this Licence, or any other address or email address of which written notification has been given;

(b) the Licensee at its address or email address appearing in this Licence, or any other address or email address of which written notification has been given.

18.4.2 Posted notices will be taken to have been received two (2) Business Days after posting with postage prepaid.

18.4.3 Notices delivered by hand will be taken to have been received when delivered.

18.4.4 Notices sent by email will be taken to have been received four (4) hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

18.4.5 However, notices delivered by hand after 5.00 p.m. will be taken to have been received at 9.00 a.m. on the next Business Day at the place where it is received.

### 18.5 Severance

If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

### 18.6 Special Conditions

The Licensee acknowledges and agrees that the Special Conditions (if any) form part of this Licence and to the extent there is any inconsistency between the Special Conditions and any other term of this Licence, the Special Conditions shall prevail.

### 18.7 Entire Agreement

The Council and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Area and

that no promises, representations or undertakings, other than those contained in this Licence, were made or given or relied upon.

**18.8 Resumption**

If the Council receives notice of resumption or acquisition of the Area or the Reserve (or any part of the Reserve affecting the Area) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Licence by giving not less than three (3) months written notice to the Licensee. When such termination takes effect, the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

**EXECUTED** as an **AGREEMENT**

**COUNCIL**

**THE COMMON SEAL** of **THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS** was affixed in the presence of:

.....  
Robert Bria  
**MAYOR**

.....  
Mario Barone PSM  
**CHIEF EXECUTIVE OFFICER**

.....  
Date

**LICENSEE**

The Common Seal of **EAST TORRENS PAYNEHAM LACROSSE CLUB INC** ABN 30 336 730 212 was affixed to this document in accordance with its Constitution in the presence of:

.....  
Signature

.....  
Print Name

.....  
Capacity / Role

.....  
Date

## ANNEXURE A

### SPECIAL CONDITIONS

#### 1. LICENCE TERM

The Council and the Licensee acknowledge and agree that:

- 1.1 the Licensee's right to occupy the Licence Area under this Licence is limited to the period from 1 April to 30 September in a year, for each year in the Term; and
- 1.2 the East Torrens Baseball Club Incorporated (**'Baseball Club'**) will have the right to occupy the Licence Area for the period from 1 October in a year to 31 March in the following year, in accordance with the terms of the Licence between the Council and the East Torrens Payneham Baseball Club Inc.

#### 2. CLUBROOMS LEASE

The Council and the Licensee acknowledge and agree:

- 2.1 that this Licence is granted concurrently with and is collateral to the grant of a lease from the Council (as lessor) to the Lessee (as lessee) for use of the clubrooms at the Land (Lease Agreement);
- 2.2 a breach of the Lease Agreement will be deemed to be a breach of this Licence and vice versa; and
- 2.3 if either the Lease Agreement or the Licence are terminated the other agreement will automatically terminate.

#### 3. ACCESS LICENCE

The Council grants the Licensee a licence over the Land on the same terms and conditions of this Licence to access:

- 3.1 the Licence Area by vehicle (on designated driveways) or on foot in connection with this Lease; and
- 3.2 the car parking on the Land in connection with this Licence.

#### 4. COUNCIL MAINTENANCE

The parties acknowledge and agree that:

- 4.1 the Council will be responsible for the general maintenance and upkeep of the playing surface at the Licence Area throughout the Licence Term, including:
  - 4.1.1 irrigation of the playing surface and maintenance of irrigation infrastructure; and
  - 4.1.2 annual turf renovation works which may include top dressing, verti draining and/or fertilising as required; and
- 4.2 that the Council will use all reasonable endeavours to complete the annual turf renovation works as soon as practicable following the last Lacrosse Club match being played for the season and prior to the commencement of the Baseball season in a given year.

#### 5. REDEVELOPMENT

For the purposes of clause 13 (and without limiting clause 13 in any way), the Licensee acknowledges and agrees that the Council intends to commence a Masterplan process in relation to the Land, in respect of which the Council may determine to exercise its rights under clause 13 during the term of this Licence.

## 6. OTHER USERS OF LICENCE AREA

- 6.1 The Licensee acknowledges that the Licence Area is subject to an agreement entered into between the Minister for Education and Child Development and the Council under the provisions of the *Recreation Grounds (Joint Schemes) Act 1947* (dated 25 October 2013) which permit the Licence Area to be used by students of the adjoining DECD School as a playground and a recreation and sports area between the hours of 8:00 AM and 5:00 PM on school days and between the hours of 8:00 AM and 12:00 PM on Saturdays during school terms and at such other times as may be agreed between the Council and the DECD School Principal in consultation with the Licensee, and with the Licensee having priority to use the Licence Area during the times stated in Item 5 of the Schedule, provided the School consents.
- 6.2 The Licensee acknowledges and agrees that the Licence Area is subject to a Licence Agreement between the Council and Canine Behavioural School Inc ('**CBS**') (dated ###) which permits CBS to use the Licence Area for the Times of Use and on the terms and conditions set out in that Licence Agreement ('**CBS Licence**').
- 6.3 The Licensee acknowledges and agrees that, subject to the continuation of the CBS Licence, indicative costs for use of the floodlights at the Licence Area by CBS under the CBS Licence ('**Floodlight Electricity Costs**') will be calculated by the Council in a suitable manner and extrapolated across the six (6)-month period from 1 April to 30 September in a year (on the basis of the weekly Times of Use set out in the CBS Licence) to determine the relevant amount to be reimbursed by the Council directly to the Licensee for that period, to be paid in a manner and at times as agreed between the Council and the Licensee (the total amount of this reimbursement to remain at the Council's discretion in all respects).
- 6.4 The Licensee agrees to co-operate in good faith with the Baseball Club and CBS in relation to the use of the Licence Area under this Licence.

## 7. LICENSEE'S EQUIPMENT

Without limiting clause 8 in any way, the Licensee agrees to comply with the following conditions in relation to the Licensee's Equipment specified below:

### 7.1 Storage Shed

- (a) The storage shed near the Turner Street frontage of the Licence Area is the property of the Licensee and shall be maintained in accordance with clause 8 of this Licence.
- (b) The Licensee shall ensure that the grassed areas adjoining the storage shed and practice net facilities within the Licence Area are kept clear of any Licensee's Equipment at all times to enable the Council to maintain this area (including, eg, mowing of grass).

## 8. LIGHT TOWERS

In respect to the light towers and associated infrastructure installed on the Licence Area:

- (a) the Licensee will be responsible for ongoing monitoring of operation and maintenance (including replacement of lamps) at its cost;
- (b) the Council will be responsible for repair and replacement of damaged fittings at its cost (unless such damage has been caused by the Licensee); and
- (c) installation of new lighting infrastructure or upgrade of existing lighting infrastructure will be at the Licensee's cost at all respects (including any required upgrade of the electrical switchboard on the Land) and is subject to Council approval and all other required approvals under relevant legislation (including the *Planning, Development and Infrastructure Act 2016*).

## 9. DISPUTE RESOLUTION

- 9.1 If any dispute or disagreement arises between the parties, or between the Licensee and the Baseball Club or CBS, in connection with this Licence, the relevant parties undertake to use all reasonable endeavours, in good faith, to settle the dispute or disagreement by negotiation between representatives of both parties.
- 9.2 In the event that negotiations do not resolve the dispute within thirty (30) days then a mediator agreeable to both parties may be engaged to seek a resolution. If the parties cannot agree upon a mediator, the mediator will be appointed by the President or Acting President of the Law Society of South Australia. The cost of the mediator will be borne equally by the relevant parties.
- 9.3 Nothing in this Licence is intended to limit either party's right to seek a legal remedy for any dispute that arises.
- 9.4 The parties agree that matters arising out of any conflict must be kept confidential.

**ANNEXURE B  
PLAN**



# Attachment C

## **Patterson Sportsground Lease & Licence Arrangements with East Torrens Baseball Club, East Torrens Payneham Lacrosse Club & Canine Behavioural School**

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**



# LICENCE AGREEMENT

## Land

Patterson Sportsground

## Licensee

Canine Behavioural School Inc

## Commencement Date

1 July 2021

## Expiry Date

30 June 2023

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

SCHEDULE	
<b>ITEM 1</b> <b>Licensee</b>	Name of Licensee: <b>Canine Behavioural School Inc</b> ABN: 17 473 506 753 Postal address: PO Box 1024, Firlie SA 5070  <b>Licensee contact details:</b> <ul style="list-style-type: none"> <li>• Name: Debra Milikan, President</li> <li>• Email: <a href="mailto:damag1@bigpond.com">damag1@bigpond.com</a></li> <li>• Phone:</li> </ul>
<b>ITEM 2</b> <b>Land</b>	Name of Council Land / park: <b>Patterson Sportsground</b> being portion of the land comprised in Certificates of Title Volume 5859 Folio 643 and Volume 5386 Folio 506.
<b>ITEM 3</b> <b>Licence Area</b>	The grassed sportsground area marked 'Licensed Area' in the Plan attached as Annexure B.
<b>ITEM 4</b> <b>Initial Term</b>	A term of two (2) years commencing on 1 July 2021 (' <b>Commencement Date</b> ') and expiring at midnight on 30 June 2023.
<b>ITEM 5</b> <b>Times of use</b>	Monday: 6.00pm – 9.30pm (a 'session')  for a total of 36 weeks per annum (4 x 9 week terms), excluding public holidays, or as otherwise agreed between the parties and subject to Special Condition 6.3.
<b>ITEM 6</b> <b>Permitted Use</b>	Dog training classes and related activities, with up to fourteen (14) classes per session (maximum of eight (8) participants and dogs per class and associated trainers and assistants).
<b>ITEM 7</b> <b>Renewal Term(s)</b>	(a) A term of two (2) years commencing on 1 July 2023 and expiring at midnight on 30 June 2025.  (b) A term of one (1) year commencing on 1 July 2025 and expiring at midnight on 30 June 2026.
<b>ITEM 8</b> <b>Licence Fee</b>	Ten dollars and fifty cents (\$10.50) per session (including GST), subject to Special Condition 2.
<b>ITEM 9</b> <b>Public Liability Insurance</b>	Twenty Million Dollars (\$20,000,000.00)

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2021

**BETWEEN**

The Corporation of the City of Norwood Payneham and St Peters of 175 The Parade Norwood SA 5067 (the **Council**)

**AND**

The **Licensee** as described in Item 1 of the Schedule.

**BACKGROUND**

- A. The Council is the registered proprietor of or has the care, control and management of the Land.
- B. The Licensee has requested a licence to use the Licence Area for the Permitted Use during the Times of Use.
- C. The Council has agreed to grant the Licensee a licence of the Licence Area, and (if necessary) has undertaken community consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* (SA).
- D. The Council and Licensee wish to record the terms of their agreement in this Licence.

**TERMS**

**1. ACKNOWLEDGEMENT OF BACKGROUND**

The preceding statements are accurate and form part of this Licence.

**2. DICTIONARY**

In this Licence:

**Agreed Consideration** means the Licence Fee, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Licensee for any supply or use of the Licence Area and any goods, services or other things provided by the Council under this Licence (other than tax payable under clause 18).

**Licence Area** means the Licence Area described in Item 3 including the Council's Equipment.

**Building** means the interior and exterior of all present and future improvements on the Land and includes all Services and Common Licence Areas and all other conveniences, services, amenities and appurtenances of, in or to the Building.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in South Australia.

**Commencement Date** means the commencement date of the Term described in Item 4.

**Common Licence Areas** means all Licence Areas of the Land which are not leased or tenanted and which are for common use by tenants and lessees of the Land, their invitees and customers, and members of the public including driveways, car parks, walkways, washrooms, toilets, lifts and stairways.

**Council** means the party described as 'the Council' in this Licence and where the context permits includes the employees, contractors, agents and other invitees of the Council.

**Council's Equipment** means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Licence Area and made available for use by the Licensee.

**Default Rate** means the rate which is 2% per annum greater than the published annual rate of interest charged from time to time by Westpac Banking Corporation on overdraft facilities of more than \$100,000 and if there is more than one rate published, the highest of those rates.

**GST** has the same meaning as given to that term in the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

**GST Rate** means 10% or such other percentage equal to the rate of GST imposed from time to time under the GST Legislation.

**Initial Term** means the initial term of this Licence commencing on the Commencement Date described in Item 4.

**Legislation** includes any relevant Statute or Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

**Licence Fee** means the fee set out in Item 8.

**Licensee** means the party described as 'Licensee' in this Licence and where the context permits includes the employees, contractors, agents, customers and other invitees of the Licensee.

**Licensee's Equipment** means any and all fixtures and fittings and other equipment installed in or brought onto or kept in the Licence Area by the Licensee.

**Permitted Use** means the use described in Item 6.

**Renewal Term** means the term(s) (if any) of renewal described in Item 7.

**Land** means the Land or park described in Item 2 and includes any part of the Land.

**Services** includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them as applicable) to or of the Building or any Licence Area in or on the Land supplied by any authority, the Council or any other person the Council authorises.

**Statutory Authorities** means any authorities created by or under any relevant Legislation including the Council in its separate capacity as such an Authority.

**Term** means the Initial Term, the Renewal Term and any period during which the Licensee holds over or remains in occupation of the Licence Area.

**Times of Use** means the times set out in Item 5.

### 3. INTERPRETATION

In this Licence, unless the contrary intention appears:

- 3.1 a reference to a clause is a reference to a clause in this Licence;
- 3.2 a reference to an Item is a reference to an item in the Schedule;
- 3.3 a reference to the Schedule is a reference to the schedule of this Licence; and
- 3.4 a reference to an Annexure is a reference to an annexure to this Licence.
- 3.5 headings are for convenience only and do not affect interpretation;
- 3.6 the singular includes the plural and vice-versa;
- 3.7 a reference to an individual or person includes a corporation, partnership, joint venture, authority, trust, state or government and vice versa;
- 3.8 a reference to any party in this Licence, or any other document or arrangement referred to in this Licence, includes that party's executors, administrators, substitutes, successors and assigns;

- 3.9 a reference to any document (including this Licence) is to that document as varied, novated, ratified or replaced from time to time;
- 3.10 a reference to any Legislation includes any statutory modification or re-enactment of it or any Legislation substituted for it, and all by-laws, regulations and rules issued under it;
- 3.11 a reference in this Licence to the Council's approval or consent, is to the Council's prior written approval or consent which may be granted or withheld in the absolute discretion of the Council; and
- 3.12 'including' and similar expressions are not and must not be treated as words of limitation.

#### **4. GRANT OF LICENCE**

- 4.1 The Council grants and the Licensee accepts a licence of the Licence Area for the Term and during the Times of Use as set out in this Licence.
- 4.2 The rights conferred by this Licence shall rest in contract only and shall not create or confer upon the Licensee any tenancy, estate or interest in or over the Licence Area or the Land.

#### **5. LICENCE FEE**

The Licensee must pay to the Council the Licence Fee set out in Item 8 of the Schedule by quarterly instalments in advance on and from the Commencement Date and upon receipt of quarterly invoices from the Council thereafter during the Term, unless an alternative payment schedule is otherwise agreed with the Council.

#### **6. USE OF LICENCE AREA**

##### **6.1 Permitted Use**

The Licensee must use the Licence Area strictly only for the Permitted Use.

##### **6.2 Nuisance and Offensive Activities**

6.2.1 Notwithstanding clause 6.1, the Licensee must not carry on any offensive or dangerous activities on or from the Licence Area or create a nuisance or disturbance to Council, the public or other owners or occupiers of nearby land, and must take all reasonable steps to minimise noise, dust and vibration from the Licence Area.

6.2.2 The Licensee will be responsible for the conduct of any persons participating in and any spectators of the Permitted Use and will use its best endeavours to ensure that they comply with the terms of this Licence

##### **6.3 Use of Services**

6.3.1 The Licensee will ensure that the Services (if any) are used carefully and responsibly and in accordance with any directions that may be given by the Council from time to time.

6.3.2 The Licensee must promptly repair or correct any damage or malfunction which results from any misuse or abuse of the Services by the Licensee, and must immediately notify the Council of any such damage or malfunction.

##### **6.4 Cleaning**

The Licensee must keep the Licence Area clean, tidy and free from rubbish, and must not cause the Common Licence Areas to be left untidy or in an unclean state or condition.

##### **6.5 Qualified Persons**

The Licensee must ensure that there are sufficiently qualified people in attendance at the Licence Area, in accordance with any applicable industry standards, to supervise the Permitted Use conducted in the Licence Area under this Licence.

## 6.6 Notification of Hazards

The Licensee must immediately notify the Council upon becoming aware of any hazards, risks and obligations relating to the Licence Area (including under the *Work Health and Safety Act 2012*).

## 6.7 Alcohol and Gaming

6.7.1 Unless the Licensee first obtains the written consent of the Council, the Licensee must not apply for:

- (a) a liquor licence under the *Liquor Licensing Act 1997*; or
- (b) a gaming machine licence under the *Gaming Machines Act 1992*.

6.7.2 If the Licensee obtains any of the above licences, then it must comply with any licence terms and conditions and the relevant Act(s) at all times.

## 6.8 Smoking

The Licensee acknowledges and agrees that smoking is prohibited at the Licence Area or at the Land at all times in accordance with the Council's Smoke-Free Policy.

## 6.9 Signs and Banners

The Licensee must not place any signs, advertisements or banners at the Licence Area except where prior Council approval has been obtained and in accordance with any statutory requirements. Approved signs, advertisements or banners must be removed within five (5) days of the expiry or earlier determination of this Licence

## 6.10 Advertising

The Licensee must not offer to sell goods, solicit, attempt to attract trade or business, tout or spruik on the Licence Area or any Licence Area owned or controlled by the Council surrounding the Licence Area, other than in connection with the Permitted Use.

## 6.11 Pegging and Moveable Structures

The Licensee must not cause or permit pegs to be placed in the ground at the Licence Area and must ensure that all moveable structures are weighted in accordance with relevant industry standards, including as set out in the *Hire and Rental Industry Association (HRIA) Marquee Weighting Guide* (as amended from time to time), and otherwise to Council specifications.

## 6.12 Vehicles

The Licensee must not cause or permit vehicles to be driven onto or parked on the Licence Area or the Land, unless prior approval has been obtained from the Council.

## 6.13 Keys

6.13.1 Any keys issued by the Council to the Licensee for the purpose of conducting the Permitted Use at the Licence Area will remain the property of the Council and must be returned to the Council upon the expiry or earlier determination of this Licence, unless otherwise agreed.

6.13.2 The Licensee will be liable to pay to the Council the cost of issuing and/or replacing any keys.

## 6.14 Council Events

6.14.1 The Licensee acknowledges and agrees that if the Licence Area is being used for another organised purpose (**Event**), which has been approved or authorised by the Council and notified to the Licensee in advance, the Licensee will cooperate with the organisers of the Event and the Council and will, if required, cease operation of the Permitted Use at the Licence Area for

the duration of the Event, and may relocate to another location, subject to the Council's prior consent.

- 6.14.2 The Licensee acknowledges and agrees that the Council will not be liable for any claims or costs suffered by the Licensee due to any disruption of the Permitted Use by any actions of the Council in connection with the Event, including authorising or approving the Event.

**6.15 Statutory Requirements**

The Licensee must comply with all applicable legislation, regulations, by-laws, notices, directions, codes of practice, guidelines and Council policies relating to the Permitted Use or the Licence Area, including any applicable industry or health and safety standards in relation to the Permitted Use.

**6.16 Comply with Directions**

The Licensee must comply with all reasonable directions given to the Licensee by any employee or officer of the Council in relation to this Licence or the Permitted Use.

**6.17 No Warranty**

The Council makes no warranty or representation regarding the suitability of the Licence Area (structural or otherwise) for the Permitted Use or any other purpose.

**6.18 COVID-19 Requirements**

Without limiting clause 6.15 in any way, in conducting the Permitted Use under this Licence, the Licensee must ensure compliance at all times (including by all persons attending the Licence Area in connection with the Permitted Use) with:

- 6.18.1 all relevant legislative requirements and emergency management directions in place in relation to the COVID-19 Pandemic (including as amended from time-to-time); and
- 6.18.2 all relevant directions, guidelines and codes of practice from any peak body related to the Permitted Use with respect to the COVID-19 Pandemic (including as amended from time-to-time).

**7. INSURANCE**

**7.1 Licensee must Insure**

The Licensee must keep current during the Term:

- 7.1.1 public risk insurance for at least the amount in Item 9 (or any other amount the Council reasonably requires) for each claim; and
- 7.1.2 other insurances required by any Statutory Requirement or which the Council reasonably requires.

**7.2 Requirements for Policies**

Each policy the Licensee takes out under this clause 7 must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Licensee and note the interest of the Council and any other person the Council requires;
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made; and
- 7.2.4 note that despite any similar policies of the Council, the Licensee's policies will be primary policies.

### 7.3 **Evidence of Insurance**

The Licensee must give the Council certificates evidencing the currency of the policies the Licensee has taken out under this clause 7 prior to the Commencement Date and otherwise upon request.

## 8. **LICENSEE'S EQUIPMENT, MAINTENANCE AND REMOVAL**

- 8.1 Any Licensee's Equipment installed in or brought on to or kept at the Licence Area by the Licensee is subject to prior Council approval.
- 8.2 The Licensee must, at its own cost and expense during the Term, keep, maintain and replace the Licensee's Equipment in good, safe and proper repair and condition and in accordance with any applicable industry or health and safety standards, and otherwise to the Council's satisfaction and in accordance with all directions and requirements of the Council.
- 8.3 The Licensee must maintain, repair or replace any Licensee's Equipment which are damaged or worn with items of the same or similar quality to those in use when they were last replaced with the Council's approval, or if they have not been so replaced, to those in use at the Commencement Date.
- 8.4 The Licensee must remove any Licensee's Equipment installed in or brought on to or kept at the Licence Area upon the expiration or earlier determination of this Licence.
- 8.5 Any Licensee's Equipment that is not removed from the Licence Area in accordance with clause 8.4 may be removed by the Council and all costs incurred by the Council in connection with such removal (including storage costs) are recoverable by the Council from the Licensee as a debt.

## 9. **ALTERATIONS BY THE LICENSEE**

- 9.1 The Licensee must not carry out any alterations or additions to the Licence Area without the Council's consent.
- 9.2 The Licensee must provide full details of the proposed alteration and additions to the Council.
- 9.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Licensee to obtain the Council's consent to any agreements that the Licensee enters into in relation to the alterations or additions.
- 9.4 The Licensee must carry out any approved alterations and additions:
  - 9.4.1 in a proper and workmanlike manner;
  - 9.4.2 in accordance with the conditions imposed by the Council and with the approvals made by Council in its capacity as licensor under this Licence; and
  - 9.4.3 in accordance with all Statutory Requirements.
- 9.5 The Licensee will pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Licensee's alterations and additions.

## 10. **DAMAGE**

- 10.1 The Licensee must not permit, cause or contribute to damage to the Licence Area, Land or any road, footpath, Council owned or controlled land or property in the immediate



vicinity of the Licence Area, or any of the Council's Equipment or Services, in carrying out the Permitted Use or otherwise in connection with this Licence.

- 10.2 If the Licensee does cause any damage described in clause 10.1, or to the Land or any part of the Land, or to any part of the Council's property, the Licensee must immediately notify the Council and at its own cost and expense promptly rectify the damage and reinstate the Licence Area or Land to the satisfaction of the Council and in accordance with all directions and requirements of Council.
- 10.3 If the Licensee fails to promptly rectify and repair any such damage pursuant to clause 10.2, or alternatively if the Council elects in its discretion, the Council may undertake the rectification and repairs itself, without notice having been given to the Licensee and the Council shall be entitled to recover from the Licensee as a liquidated debt any costs incurred in doing so.

## 11. TRANSFERRING, SUBLETTING AND CHARGING

- 11.1 The Licensee must not assign this Licence without the Council's prior written consent.
- 11.2 The Licensee must not charge, sublicense or otherwise part with possession with the Licence Area without the Council's prior written consent.

## 12. COUNCIL'S OBLIGATIONS AND RIGHTS

### 12.1 Right to Enter

12.1.1 The Council may (except in the case of emergency when no notice will be required) enter the Licence Area at any time after giving the Licensee reasonable notice for any reason, including to inspect the Licence Area, the Land, the Licensee's Equipment or to do repairs or other works or to satisfy the requirements of any Statutory Authority.

12.1.2 The Council must (except in cases of emergency) take reasonable steps to minimise interference with the Licensee's use and occupation of the Licence Area.

### 12.2 Right to Licence or Hire to Other Parties

The Licensee agrees and acknowledges that this Licence does not give the Licensee any exclusive right to use the Licence Area and that the Council may licence or hire the Licence Area to other parties at any time outside of the Times of Use.

### 12.3 Emergencies

In an emergency the Council may:

- 12.3.1 close the Licence Area or Building; and
- 12.3.2 prevent the Licensee from entering the Licence Area or Building.

### 12.4 Right to Rectify

The Council may at the Licensee's cost do anything which the Licensee should have done under this Licence but which the Licensee has not done or which the Council reasonably considers the Licensee has not done properly.

## 13. REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION

- 13.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Licence Area or the Land (**Redevelopment**) or for any other reason the Council wishes to demolish or acquire vacant possession of the Land, the Licence Area or any part of the Licence Area, then the Council will be entitled to terminate this Licence subject to the following conditions:

13.1.1 the Council must provide the Licensee with details of the proposed Redevelopment sufficient to indicate a genuine proposal to carry out that

Redevelopment within a reasonably practical time after this Licence is to be terminated;

- 13.1.2 the Council may at any time after providing the Licensee with the information specified in clause 13.1.1, give the Licensee a written notice of termination of this Licence (**Termination Notice**) specifying the date on which this Licence is to come to an end, being a date not less than six (6) months after the Termination Notice is given. This Licence will, unless terminated earlier by the Licensee under clause 13.1.3, come to an end at midnight on the day specified in the Termination Notice;
- 13.1.3 at any time after receiving a Termination Notice under clause 13.1.1, the Licensee may terminate this Licence by giving not less than seven (7) days' written notice to the Council; and
- 13.1.4 when this Licence is terminated (whether by the Council under clause 13.1.2 or by the Licensee under clause 13.1.3), the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

#### 14. RENEWAL

- 14.1 If a right of renewal has been granted to the Licensee as described in Item 7(a) of the Schedule (**First Renewal Term**) and the Licensee wishes to exercise that right of renewal, then the Licensee must serve a written notice on the Council not less than three (3) months and not more than six (6) months before the expiry of the Initial Term stating it requests a renewal of this Licence for the First Renewal Term.
- 14.2 If a right of renewal has been granted to the Licensee as described in Item 7(b) of the Schedule (**Second Renewal Term**) and the Licensee wishes to exercise that right of renewal, then the Licensee must serve a written notice on the Council not less than three (3) months and not more than six (6) months before the expiry of the First Renewal Term stating that it requests a renewal of this Licence for the Second Renewal Term.
- 14.3 The right of renewal granted to the Licensee as described in Item 7 of the Schedule is subject to and conditional upon the consent of the Council which may be withheld at its absolute discretion.
- 14.4 If the Council determines to grant the requested renewal of this Licence, then the Lease will be renewed for the relevant Renewal Term on the same terms and conditions as are contained in this Licence except (in the case of the Second Renewal Term) for the exclusion of this clause 14.
- 14.5 Without limiting clause 14.3, the Licensee will not be entitled to a right of renewal if:
  - 14.5.1 the Licensee has been in breach of this Licence at any time before giving notice of the Licensee's exercise of the right of renewal;
  - 14.5.2 the Licensee is in breach of this Licence at the time of giving that notice; or
  - 14.5.3 the Licensee is in breach or commits a breach of this Licence after giving notice but before commencement of the relevant Renewal Term.

#### 15. RIGHTS AND OBLIGATIONS ON EXPIRY

##### 15.1 Termination of Licence

This Licence will immediately cancel on the earlier of the expiration of the Term or the termination of the Licence by the Council as permitted under this Licence.

##### 15.2 Handover of Licence Area

15.2.1 Before this Licence comes to an end, the Licensee will:

- (a) cease using the Licence Area for the Permitted Use;

- (b) remove all of the Licensee's Equipment and repair any damage caused by such removal;
- (c) if required by the Council, remove and reinstate any alterations or additions made to the Licence Area by the Licensee to the satisfaction of the Council and in accordance with all directions and requirements of the Council;
- (d) complete any repairs which the Licensee is obliged to carry out under this Licence.

15.2.2 If the Licensee fails to carry out the works required under clause 15.2.1, the Council may without notice undertake the work required itself and may recover any cost or expense incurred in connection with such works from the Licensee as a liquidated debt.

### 15.3 Holding Over

If, with the Council's consent, the Licensee continues to occupy the Licence Area after the end of this Licence, the Licensee does so on a monthly recurring basis which either party may terminate on one (1) month's notice given at any time, and is on the same terms as this Licence.

## 16. BREACH

### 16.1 Council's Rights on Breach

16.1.1 If the Licensee is at any time in breach of any of its obligations under this Licence, the Council and anybody authorised by the Council for that purpose may:

- (a) give notice specifying the breach and requiring the Licensee to remedy the breach within a reasonable period of time, being at least fourteen (14) days, unless the Council determines that a shorter period should apply to protect the health or safety of the public;
- (b) at any time thereafter come onto the Licence Area without notice and do all things necessary to remedy that breach; and
- (c) terminate this Licence by giving written notice to the Licensee which will be effective immediately unless the Council specifies otherwise in the notice.

16.1.2 The Licensee will be liable to pay or reimburse the Council for all reasonable costs and expenses incurred in connection with any action taken by the Council under clause 16.1.1, which the Council may recover from the Licensee as a debt due and payable on demand.

16.1.3 The Licensee must immediately notify the Council if it breaches any provision of this Licence.

### 16.2 Interest on Overdue Amounts

If the Licensee does not pay an amount when it is due under this Licence, it must pay interest on that amount on demand from when the amount becomes due until it is paid in full. Interest is calculated on outstanding daily balances at the Default Rate.

## 17. INDEMNITY AND RELEASE

### 17.1 Risk

The Licensee occupies and uses the Licence Area at the Licensee's risk.

## 17.2 Indemnity

The Licensee is liable for and indemnifies the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly in connection with the granting of the Licence or the undertaking of the Permitted Use except to the extent caused or contributed to by the negligence or default of the Council.

## 17.3 Release

The Licensee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Licence Area or the Building except to the extent that they are caused by the Council's negligence or default.

17.4 Each indemnity is independent from the Licensee's other obligations and continues during this Licence and after this Licence ends.

## 18. GOODS AND SERVICES TAX

18.1 If GST applies to impose tax on the Agreed Consideration or any part of it or if the Council is liable to pay GST in connection with this Licence or any goods, services or other things supplied under this Licence then:

18.1.1 the Agreed Consideration for that supply is exclusive of GST;

18.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by a percentage amount which is equal to the GST Rate; and

18.1.3 the Licensee shall pay the increased Agreed Consideration on the due date for payment by the Licensee of the Agreed Consideration.

18.2 Where the Agreed Consideration is to be increased to account for GST under this clause 18, the Council shall, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Licensee.

18.3 If the Licensee does not comply with its obligations under this Licence or with its obligations under the GST Legislation in connection with this Licence and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Licensee must pay the Council on demand an amount equal to the amount of the penalties and interest.

## 19. GENERAL

### 19.1 Costs

The Licensee must, on request, pay or reimburse to the Council all legal and other costs and expenses incurred by the Council in consequence of any actual or threatened breach by the Licensee hereunder or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council hereunder or at law or otherwise arising in consequence of any actual or threatened breach by the Licensee.

### 19.2 Execution of Licence

This Licence is not effective until the Licensee has received a copy of the Licence signed by the Council.

### 19.3 Waiver

If the Council accepts or waives any breach by the Licensee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this Licence.

### 19.4 Notice

19.4.1 A notice given under this Licence must be in writing and may be given by post, by email, or by delivery to:

- (a) the Council at its office, the address or email address of the Council appearing in this Licence, or any other address or email address of which written notification has been given;
- (b) the Licensee at its address or email address appearing in this Licence, or any other address or email address of which written notification has been given.

19.4.2 Posted notices will be taken to have been received two (2) Business Days after posting with postage prepaid.

19.4.3 Notices delivered by hand will be taken to have been received when delivered.

19.4.4 Notices sent by email will be taken to have been received four (4) hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

19.4.5 However, notices delivered by hand after 5.00 p.m. will be taken to have been received at 9.00 a.m. on the next Business Day at the place where it is received.

#### 19.5 **Severance**

If any part of this Licence is found to be invalid or void or unenforceable, then that part will be severed from this Licence and the remainder of this Licence will continue to apply.

#### 19.6 **Special Conditions**

The Licensee acknowledges and agrees that the Special Conditions (if any) form part of this Licence and to the extent there is any inconsistency between the Special Conditions and any other term of this Licence, the Special Conditions shall prevail.

#### 19.7 **Entire Agreement**

The Council and the Licensee acknowledge and agree that this Licence contains and represents the entire agreement reached between them with regard to the Licence Area and that no promises, representations or undertakings, other than those contained in this Licence, were made or given or relied upon.

#### 19.8 **Resumption**

If the Council receives notice of resumption or acquisition of the Licence Area or the Land (or any part of the Land affecting the Licence Area) from or by any Statutory Authority or any governmental or semi-governmental body, then the Council may terminate this Licence by giving not less than three (3) months written notice to the Licensee. When such termination takes effect, the rights and obligations of the Council and the Licensee hereunder will come to an end but if any breach by either party still exists at that time then the rights of the other party with regard to that existing breach will continue.

**EXECUTED** as an **AGREEMENT**

**COUNCIL**

**THE COMMON SEAL** of **THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS** was affixed in the presence of:

.....  
Robert Bria  
**MAYOR**

.....  
Mario Barone PSM  
**CHIEF EXECUTIVE OFFICER**

.....  
Date

**LICENSEE**

The **COMMON SEAL** of **CANINE BEHAVIOURAL SCHOOL INC** ABN 17 473 506 753 was affixed to this document in accordance with its Constitution in the presence of:

.....  
Signature

.....  
Print Name

.....  
Capacity / Role

.....  
Date

## ANNEXURE A

### SPECIAL CONDITIONS

#### 1. CLUBROOMS HIRE

The Licensee acknowledges and agrees that if the hire arrangement with respect to use of the Clubrooms on the Land between the Licensee and the East Torrens Payneham Lacrosse Club Incorporated ('**Lacrosse Club**') or the East Torrens Baseball Club Incorporated ('**Baseball Club**') is terminated at any time during the Licence Term, the Council may elect to cancel this Licence at its discretion and may provide the Licensee with written notice to this effect, such cancellation to take effect within fourteen (14) days of the date of the notice.

#### 2. LICENCE FEE

The Licensee acknowledges and agrees that:

- 2.1. the Licence Fee as stated in Item 8 will be reviewed annually on each anniversary of the Commencement Date of this Licence ('Review Date') and the Licence Fee will be increased on and from the Review Date by a fixed rate of two per cent (2%);
- 2.2. if the Licence Fee to apply on and from a Review Date is not agreed or determined by that Review Date, the Licensee must continue to pay instalments of the Licence Fee at the rate before the relevant Review Date until the Licence Fee is determined, and once the Licence Fee to apply on and from a Review Date is determined, the Licensee will pay any shortfall, and the Council will allow any adjustment for overpayment at the next Licence Fee payment date;
- 2.3. in the event that the Times of Use are altered at any time during the Licence Term to add additional sessions per week, the Licence Fee will be increased on and from that date at a rate of \$10.50 (GST inclusive) for each additional session (subject to review in accordance with Special Condition 2.1);
- 2.4. the Licence Fee is inclusive of the cost of all electricity consumed by the Licensee using the external floodlights at the Licence Area; and
- 2.5. indicative costs for use of the floodlights by CBS ('**Floodlight Electricity Costs**') will be calculated by the Council in a suitable manner and extrapolated across the Licence Term (on the basis of the weekly Times of Use by the Licensee) to determine the relevant amount to be reimbursed by the Council directly to the Lacrosse Club for the period 1 April to 30 September in a given year and to the Baseball Club for the period 1 October to 31 March in a given year, to be paid in a manner and at times as agreed between the Council and the relevant Club (the total amount of this reimbursement to remain at the Council's discretion in all respects).

#### 3. ACCESS LICENCE

The Council grants the Licensee a licence over the Land on the same terms and conditions of this Licence to access:

- 3.1. the Licence Area by vehicle (on designated driveways) or on foot in connection with this Licence; and
- 3.2. the car parking on the Land in connection with this Licence.

#### 4. REDEVELOPMENT

For the purposes of clause 13 (and without limiting clause 13 in any way), the Licensee acknowledges and agrees that the Council intends to commence a Masterplan process in relation to the Land, in respect of which the Council may determine to exercise its rights under clause 13 during the term of this Licence.

## 5. STORAGE CONTAINER

- 5.1. The parties acknowledge and agree that the Licensee is permitted to keep a 20 foot side-opening shipping container (measuring 6.06m x 2.44m) ('the Storage Container') at the Designated Location at the Licence Area, and shown on the map contained within **Annexure B**, in accordance with Development Application No. 155/180/2019 ('DA') and any conditions imposed under that DA.
- 5.2. The Storage Container may only be used for storage of equipment by the Licensee which is reasonably necessary for and which is normally used in connection with activities included in the Permitted Use (including, for example, plastic chairs and mats, cones, dog training equipment and tables) ('Licensee's Equipment') and the Licensee must not bring onto the Licence Area or store in the Storage Container any chemicals, equipment or other dangerous substances which may pose a danger, risk or hazard to the Licence Area or any people or any heavy equipment or items which may damage the Licence Area.
- 5.3. The Storage Container may only be accessed by the Licensee during the Times of Use set out in the Licence and will not be accessible at any other time.
- 5.4. The Storage Container must be used and maintained in accordance with the terms and conditions of this Licence and will be taken to form part of the Licensee's Equipment for the purposes of this Licence.
- 5.5. The Licensee's use of the Storage Container at the Licence Area is at the Licensee's own risk and the Council will not be liable for any loss, damage or theft in relation to the Licensee's Equipment in connection with the use of the Storage Container (including, without limitation, any graffiti or vandalism).
- 5.6. The Licensee is responsible for ensuring security of the Storage Container at all times and must ensure that it takes out and keeps current insurance in respect of the Storage Container and the Licensee's Equipment stored within the Storage Container at all times, in addition to ensuring the public liability insurance required under clause 7.1 of the Licence extends to cover the Storage Container.
- 5.7. The Licensee must remove the Storage Container from the Licence Area within fourteen (14) days of expiry or earlier determination of the Term and must reinstate the ground surface and any of the Council's property within the Licence Area or the Land that has been damaged, altered or removed in any way in connection with installation, use or removal of the Storage Container (including, without limitation, grass, vegetation, bollards, chain, fencing, driveway, kerbing and bike racks) to the condition it was in prior to occupation under this Licence, to the satisfaction of the Council and in accordance with all directions and requirements of the Council.
- 5.8. If the Licensee fails to promptly rectify and repair any such damage pursuant to Special Condition 3.7, or alternatively if the Council elects in its discretion, the Council may undertake the rectification and repairs itself and the Council shall be entitled to recover from the Licensee as a liquidated debt any costs incurred in doing so.
- 5.9. For the purposes of determining compliance with Special Condition 3.7, the Licensee agrees that the Council may undertake a dilapidation report and inspection prior to installation and upon removal of the Storage Container.

## 6. SOLID WASTE FROM DOGS

The Licensee acknowledges and agrees that at the conclusion of each training session at the Licence Area during the Licence Term, the Licensee will leave the Licence Area in the condition it was in prior to use including the collection and removal of all solid waste from dogs attending the Licence Area in connection with the Permitted Use under this Licence.

## 7. OTHER USERS OF LICENCE AREA

- 7.1. The Licensee acknowledges that the Licence Area is subject to an agreement entered into between the Minister for Education and Child Development and the Council under the provisions of the *Recreation Grounds (Joint Schemes) Act 1947* (dated 25 October 2013) which permit the



Licence Area to be used by students of the adjoining DECD School as a playground and a recreation and sports Licence Area between the hours of 8:00 AM and 5:00 PM on school days and between the hours of 8:00 AM and 12:00 PM on Saturdays during school terms and at such other times as may be agreed between the Council and the DECD School Principal in consultation with the Licensee.

7.2. The Licensee acknowledges and agrees that the Licence Area is subject to the following Licence Agreements:

7.2.1. Licence Agreement between the Council and the Lacrosse Club (dated ###) which permits the Lacrosse Club to use the Licence Area during the period 1 April to 30 September in a given year; and

7.2.2. Licence Agreement between the Council and the Baseball Club (dated ###) which permits the Baseball Club to use the Licence Area during the period 1 October to 31 March in a given year;

for the Times of Use and on the terms and conditions set out in each Licence Agreement.

7.3. The Licensee acknowledges and agrees that:

7.3.1. the Baseball Club and the Lacrosse Club have priority of use of the Licence Area during the Times of Use set out in their respective Licence Agreements with the Council;

7.3.2. any change to the Licensee's Times of Use under this Licence is subject to prior consultation and agreement being reached with the Baseball Club and the Lacrosse Club.

7.4. The Licensee agrees to co-operate in good faith with the Lacrosse Club and the Baseball Club in relation to the use of the Licence Area under this Licence.

## **8. DISPUTE RESOLUTION**

8.1. If any dispute or disagreement arises between the parties, or between the Licensee and the Lacrosse Club or the Baseball Club, in connection with this Licence, the relevant parties undertake to use all reasonable endeavours, in good faith, to settle the dispute or disagreement by negotiation between representatives of both parties.

8.2. In the event that negotiations do not resolve the dispute within thirty (30) days then a mediator agreeable to both parties may be engaged to seek a resolution. If the parties cannot agree upon a mediator, the mediator will be appointed by the President or Acting President of the Law Society of South Australia. The cost of the mediator will be borne equally by the relevant parties.

8.3. Nothing in this Licence is intended to limit either party's right to seek a legal remedy for any dispute that arises.

8.4. The parties agree that matters arising out of any conflict must be kept confidential.

# ANNEXURE B PLAN



# Attachment D

## **Patterson Sportsground Lease & Licence Arrangements with East Torrens Baseball Club, East Torrens Payneham Lacrosse Club & Canine Behavioural School**

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

## Canine Behavioural School Inc. (CBS)

CBS has been operating as an Incorporated, not for profit organisation since 2005 (A38658) and with an Australian Business Number (17 473 506 753) since 2008.

It commenced with a small group of credentialed dog trainers seeking to improve the welfare of dogs through training, using positive reinforcement/force free methods that were not common at the time of its incorporation. The School has grown from a handful of trainers and students to a nationally and internationally recognised centre of excellence for training pet dog manners courses as well as training people to become credentialed dog trainers.

### Current Numbers and Course Content

CBS runs four terms per year. Each term is a 9-week program of pet manners training. We have four levels, Bronze, Silver, Gold and Diamond. Each level builds on the knowledge and skills of the former. We teach those things that are relevant to having a good dog in the home and in the community. Not only are the skills of the dogs assessed but so too the skills and knowledge of the dog guardians.

Since the final term of 2019 (and missing one term because of Covid) i.e., 6 terms of training we have trained the following dog and guardian teams, approximately 45 of whom have come from within NPSP Council. However, we have done no active advertising within the Council district as most of our students are referred through puppy pre-schools or are return students. We could circulate all of the veterinary surgeries within the Council district with our brochures to help promote the School within the Council district.

Bronze	336
Silver	117
Gold	99
Diamond	31

Diamond is not held every term depending on the availability of instructors. It is a specialised advanced class and priority is given to the allocation of instructors to the basic pet manners classes first as this is most beneficial for animal welfare.

We encourage our students to undertake the Pet Dog Ambassador Program which was created by an Australian team of certified dog trainers and is now an international program run through the Pet Professional Guild ([www.petprofessionalguild.com](http://www.petprofessionalguild.com)) and its Australian branch, the Pet Professional Guild Australia ([www.ppgaaustralia.net.au](http://www.ppgaaustralia.net.au)) CBS was used as the testing ground for all of the pet manners exercises now within the program. This program recognises the needs of pet guardians and the community in which they live and educates dogs and people about being good citizens – on both ends of the lead. It is not based in the regimented heelwork required for the obedience competition ring but in the behaviours that will keep the dog with his family for life and his family understanding his needs and the rules and regulations about dog ownership.

The follow exercises and information are provided at each level:

#### Bronze

1. Sit side and front take collar (so leash can be attached after a recall)
2. Give/Take/Exchange (teaching guardians about resource guarding and what to do about it. Resource guarding is a reason for many dogs being sent to shelters)
3. Leave it
4. Loose leash walking. This is not about heeling but walking on a loose leash safely with the ability to stop, sniff, and have an environmentally enriching walk which will better satisfy the dog mentally than just a brisk walk

5. Social interaction with other dogs. How to do on leash introductions between dogs
6. Wait to be fed – not jumping up for food but waiting politely
7. Recall – short distance introduction
8. Handling for veterinary examination and grooming (both necessary in a dog's life)
9. Go to place – mat, bed, crate – not as a punishment but as a safe place when visitors come etc

### **Silver**

1. Car manners – appropriate behaviour for getting in and out of the car
2. Entrance manners – learning what to do rather than have the dog bolt out of doors or gates
3. Leave It – advancing this skill whilst on the move
4. Lose lead walking with social interaction – how to behave when meeting people out on a walk
5. Wait to be fed – advancing this so that the dog becomes familiar with hands near the food bowl – a safety exercise should children try to remove the bowl
6. Recall – longer distance and the ability to take the collar and attach the lead
7. Emergency stop – the beginning of another safety exercise stopping when asked
8. Handling – more invasive handling for vet and grooming
9. Stay or settle – on the mat and learning to relax. This can be used if people wish to take their dogs to coffee shops or the kids football game etc as well as at home during human mealtime or guest arrival
10. Being alone – alone time is something most dogs have to experience. We want them to be comfortable with it

### **Gold**

1. Entrance Manners – this time many different distractions at the entrance – increasing the level of difficulty
2. Leave it – again, this time requiring the dog to leave food or other tempting items found either on the ground or in elevated positions
3. Street walk – at this level the class takes a walk in the street in order to begin use the tools taught in a real life situation – and that is what our classes are about – real life training
4. Wait to be fed – by now the dogs are used to hands around the bowl and now they need to trust that if we take their bowl away, it will be returned – with something even better inside. This is a way of teaching dogs so that resource guarding does not occur.
5. Recall – this time the recall is performed very close to a group of people and dogs who are interacting. The dog needs to return to the guardian, despite the distraction of dogs and people around.
6. Emergency stop – from a further distance
7. Advanced handling – teaching how to give oral medication, eye drops, ear drops, skin checks etc.
8. Settle – the dog learns to settle anywhere, anytime. E.g., if people meet in in the street and chat, the dog needs to be comfortable waiting with the guardian.
9. Being alone – more advanced version

### **Diamond**

1. Back up at entrance – to move dog away from door or gate
2. Recall – away from play with other dogs
3. Emergency Stop – from 10 metres
4. Cue Discrimination – dog differentiates between visual and verbal cues
5. End of walk pack up – a compilation of many of the exercises taught previously
6. Being alone – being taken away from guardian as at the vet's when going in for surgery
7. Real life scenario assessment i.e. café, beach, sports game etc
8. Match to Sample dog can identify an item amongst a group of others
9. Do As I Do – dog copies actions of the guardian
10. Colour Discrimination – dog chooses the colour nominated by the guardian

## Current Volunteers

- CBS currently has 53 volunteers.
- We have no paid staff and all administrative, educational and class coaching is undertaken by volunteers.

## Competency is Mission Critical

At CBS we believe that competence is a way to best practice. “To be competent means a professional is knowledgeable, schooled in the theory and research of their industry, and has the necessary skills to apply that field of knowledge to a working situation with their clients. Within the companion animal training and behavior field, ‘necessary skills’ refers to the professional’s interviewing skills, their ability to use applied behavior analysis to functionally analyze behavior...and possess the technical skills and ability to support pet owners in their goals of improving and changing a pet’s behaviour.” (Tudge 2010 quoted in Tudge, Nilson, Millikan & Stapleton Frappell 2019).

We believe that competency is best proven by assessment of both theoretical knowledge and practical skills. To this end all volunteers at CBS are asked to join our in-house education program. Many also take up independent studies within the field of dog training from recommended learning facilities. We have volunteers who have nationally and internationally recognised credentials and/or are studying at internationally recognised professional training facilities. They also belong to many different professional organisations relevant to the pet training industry. Many hold credentials or are recognised by the following organisations:

- Australian Canine Scent Work – Certified Instructor
- Companion Animal Sciences Institute (Canada) – Diploma & Certificate levels
- Competency Assessment Program (UK) – Level 2
- Delta Institute (Australia) – Cert IV level
- DogNostics (USA) – Diploma level
- Fear Free Pets (USA)
- Institute of Modern Dog Trainers (UK) – Qualified Trainer
- Karen Pryor Academy (USA) – Certified Training Partners & Puppy Class Instructors
- Pet Dog Ambassador (USA) – qualified Instructor and/or Assessor
- Pet Professional Accreditation Board (USA) – Accredited at various levels - Professional Canine Behavior Consultant, Professional Canine Trainer, Canine Training Technician
- RSPCA SA Force Free Trainers’ List – CBS and several CBS Instructors are listed here.
- University of Adelaide – Animal Behaviour Program – PhD candidate, Masters Level & Undergraduates
- Veterinary Professionals – two overseas (Mexico & Ecuador) vets who are unable to practice veterinary medicine in this country but are each undertaking veterinary health activities.

The professional organisations with which our volunteers are involved are:

- Pet Professional Guild Australia
- Association of Pet Dog Trainers Australia
- Delta Institute (Australia)
- Pet Professional Guild (USA)
- Association of Animal Behavior Professionals (Canada)
- Pet Professional Accreditation Board

Most of these organisations require ongoing continuing education points in order to maintain membership

## Provision of Education for Volunteers and Internship Provision

- All volunteers at CBS undertake the 2 year, 10 module in-house Aspiring Instructor Program which provides theoretical and practical education covering the following topics:

- The Science of Behaviour
- Canine Social Behaviour
- Canine Wellbeing and Enrichment
- Ethics in Dog Training
- Class Management
- Class Instruction
- General Training & Methods
- Continuing Education
- Equipment
- The Aspiring Instructor Program has gained recognition from the Pet Professional Accreditation Board ([www.credentialingboard.com](http://www.credentialingboard.com)) as a suitable educational course for its graduates to receive credit transfer for receipt of the Canine Training Technician – Accredited and/or the Professional Canine Trainer – Accredited credentials, subject to passing the written examination and one conditioning video.
- There is no fee charged for the education provided to our volunteers.
- It is the goal of CBS to ensure the ongoing education of our volunteers by also offering at least one hands-on workshop per year (with an interstate or local guest presenter) as well as webinars and in-house trainers' meetings to ensure that our volunteers are kept abreast of best practices in the field.

CBS also provides internships for The University of Adelaide's Animal Behaviour Program allowing students of the course to gain practical experience (150 hours) to add to their theoretical knowledge.

### What CBS Can Offer to Council

Apart from a world class, best practice, prestigious dog training facility, CBS has a lecture series that we offer to councils. The current topics are:

- **Canine Body Language.** This has been a very popular topic.
  - How we can better communicate with our dogs
  - How we need to learn to speak a little bit of 'dog'
  - What people do that they think is good but can make dogs uncomfortable
  - Canine distance increasing signals
  - Canine distance decreasing signals
  - Signs of stress and arousal
  - The myth of the waggy tail
  - Red flags
  - Mixed messages
  - Does your dog love to be petted?
  - The guilty look
  - Help! My dog just growled at me
  - Good play/bad play
  - The ladder of aggression
- **Before You Get Your Dog** which discusses:
  - Adult/Puppy, Big Dog/Small Dog, Short Coat/Long Coat/Pure Breed/Mixed Breed
  - The pros and cons of various breed groups (we do not recommend or name any breeders) and generally what to expect from those groups.
  - It also talks about puppy mills and the reasons why we do not recommend buying dogs from pet shops.
  - It suggests questions people can ask and what should be available to them when they speak to and visit breeders before buying a puppy
  - One puppy or two?
  - Getting a second dog (later)
  - It informs people of what breeders should ask of them as a potential buyer of their puppies

- It discusses shelter/rescue dogs and addresses the fact that not all shelter dogs are 'bad' dogs
- It addresses what people will need with regards to equipment, bedding etc for their dog
- Costs to be considered before getting a dog (including council costs)
- Is the family ready for a dog?
- What happens when a new baby comes along?
- How will children be managed around the dog?
- Do you have the time, money and energy to meet a dog's needs to ensure good animal welfare?
- Realistic expectations
- It addresses the fact that guardians need to be aware of council restrictions (e.g. 2 dogs only in most councils) and laws

**We are also happy to**

- Build a community presentation based on the needs of your local animal control officers
- Talk with animal control officers about canine body language or other topics of interest to them
- Create some handouts for Council that might be beneficial along similar lines to those created for the City of Charles Sturt
- If there was opportunity on the council website or newsletter, we could answer a question or two each month that are commonly asked questions
- Assist when and where we can on days like Dogs in the Park by doing demonstrations or running mini-classes or giving short talks on the day etc.
- CBS has the expertise to advise and assist Council with all things related to pet dog training and manners and will be happy to assist in anyway that we can within the field of our expertise.



## TESTIMONIALS



The integrity, professionalism and outstanding knowledge of CBS places them as one of the most progressive and responsible dog training groups in Adelaide, if not nationally. They are innovative, have been involved in important relevant research and strive for high standards.

**Dr Di Evans – BSc BVMS  
MPhil MANZCVS, (Animal  
Welfare) Adelaide SA**



Have been with CBS since my dog was a puppy. Wouldn't take him anywhere else!

**Erin McNeill  
CBS student**



In 2018 the CBS Internal Dog Training Program also became recognized as an exemplary educational process for dog training professionals gaining recognition by the Pet Professional Accreditation Board. The CBS professional trainer program is now eligible to contribute towards one of the three professional dog training levels of accreditation. This acknowledgement reflects the CBS program's high level of skills, knowledge and ethics.

**Niki Tudge – Founder  
and President, The Pet  
Professional Guild,  
Florida, USA**

## CONTACT DETAILS

M: 0481 395 337  
PO Box 1024  
Firle, SA 5070



[info@caninebehaviouralschool.com.au](mailto:info@caninebehaviouralschool.com.au)



[www.caninebehaviouralschool.com.au](http://www.caninebehaviouralschool.com.au)

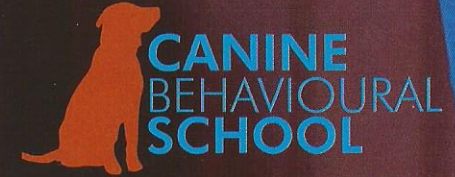


<https://www.facebook.com/caninebehaviouralschool/>



[www.instagram.com/caninebehaviouralschool/](http://www.instagram.com/caninebehaviouralschool/)

D6



# KEEPING OUR COMMUNITY SAFE AND HAPPY



**PATTERSON SPORTSGROUND**  
24 TURNER STREET, FELIXSTOW 5070

**CBS** is South Australia's leading force-free dog training school, with 450 student places each year.

- We encourage responsible dog management across the community using methods that bring us closer to our canine companions and help keep the community safe.
- We are staffed entirely by volunteers several of whom are professional dog trainers.
- We offer four levels of pet dog manners classes.
- We only use scientifically proven, humane methods which are effective and help build a better bond between you and your dog.
- We were instrumental in developing the international Pet Dog Ambassador program – recognising the efforts guardians put in to training their pet dogs.
- We run a comprehensive two-year instructor course, now with international accreditation.
- We are committed to ongoing training for our volunteers, with annual seminars and workshops by internationally renowned trainers such as Dr Kat Gregory, Peta Clarke and Dr Susan Friedman.
- We extend our influence through our social media and have approximately 2000 followers on Facebook.

## OUR GOALS ARE TO:

DELIVER EVIDENCE BASED TRAINING

BUILD RELATIONSHIPS BETWEEN PEOPLE AND DOGS

PROMOTE FORCE FREE TRAINING

PROVIDE HIGH QUALITY AFFORDABLE TRAINING FOR STUDENTS

DELIVER OUR ASPIRING INSTRUCTORS TRAINING PROGRAM TO ALL OUR VOLUNTEERS.

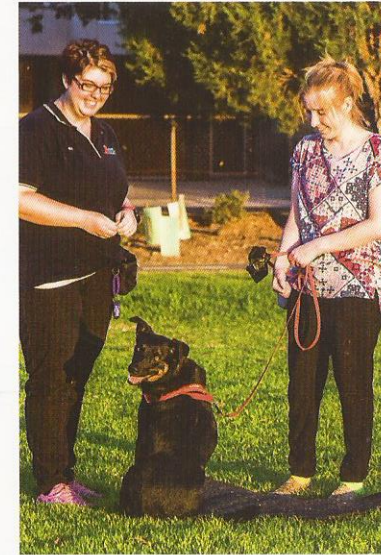
We are staffed entirely by volunteers several of whom are professional dog trainers.



## OUR QUALIFICATIONS

Our volunteers have a range of national and international qualifications in dog training and teaching. These include:

- **Cert IV Companion Animal Services** – Delta Institute
- **Bachelor of Science (Animal Behaviour)** – Flinders University
- **Bachelor of Science – Honours (Animal Behaviour)** – Adelaide University
- **Diploma Animal Behaviour Science and Technology** – Companion Animal Sciences Institute
- **Canine Training Technician – Accredited** – Pet Professional Accreditation Board
- **Professional Canine Behaviour Consultant – Accredited** – Pet Professional Accreditation Board
- **Diploma Dog Behaviour Consulting** – Dagnostics Career Center



## PROFESSIONAL MEMBERSHIPS OF VOLUNTEERS

Association of Animal Behaviour Professionals (international)

Association of Pet Dog Trainers Australia

Australian Canine Scent Work

Australian Society for the Study of Animal Behaviour

Australian Society of Zoo Keeping

Musical Dog Sports Association (international canine freestyle)

Pet Professional Guild (international)

Pet Professional Guild Australia

City of Norwood Payneham & St Peters  
175 The Parade, Norwood  
South Australia 5067

May 19, 2021

To Whom it May Concern

I am a veterinarian in the School of Animal & Veterinary Sciences at the University of Adelaide and Program Coordinator for our BSc(Animal Behaviour) program. This program started in 2018 and currently has over 100 students enrolled in it.

As part of the Animal Behaviour program students have been volunteering and completing formal internships with Canine Behavioural School Inc. (CBS) on Patterson Sportsground, 24 Turner St Felixstow. This opportunity has been invaluable to students who are interested in pursuing careers that involve dog training, to support the theory that they learn at university. Students are able to spend hours observing the behaviour of all ages and breeds of dogs and interacting with their owners. The exceptional professionalism, experience and knowledge of the team at CBS gives the students an example of best practice which they appreciate greatly.

I would be happy to answer any questions and would support any initiative to help in the future work of CBS.

Yours sincerely



Dr Susan Hazel BVSc, BSc(Vet), PhD, Member ANZCVS(Animal Welfare)  
Senior Lecturer,  
School of Animal & Veterinary Sciences,  
University of Adelaide

## 12. ADOPTION OF COMMITTEE MINUTES

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**REPORT AUTHOR:** General Manager, Governance & Community Affairs  
**GENERAL MANAGER:** Chief Executive Officer  
**CONTACT NUMBER:** 8366 4549  
**FILE REFERENCE:** Not Applicable  
**ATTACHMENTS:** A - C

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### PURPOSE OF REPORT

The purpose of the report is to present to the Council the Minutes of the following Committee Meetings for the Council's consideration and adoption of the recommendations contained within the Minutes:

- Norwood Parade Precinct Committee – (4 May 2021)  
(A copy of the Minutes of the Norwood Parade Precinct Committee meeting is contained within **Attachment A**)
- St Peters Child Care Centre & Pre-School Committee – (24 May 2021)  
(A copy of the Minutes of the St Peters Child Care Centre & Pre-School Committee meeting is contained within **Attachment B**)
- Audit Committee – (24 May 2021)  
(A copy of the Minutes of the Audit Committee meeting is contained within **Attachment C**)

### ADOPTION OF COMMITTEE MINUTES

- **Norwood Parade Precinct Committee**

That the minutes of the meeting of the Norwood Parade Precinct Committee held on 4 May 2021, be received and that the resolutions set out therein as recommendations to the Council are adopted as decisions of the Council.

- **St Peters Child Care Centre & Pre-School Committee**

That the minutes of the meeting of the St Peters Child Care Centre & Pre-School Committee held on 24 May 2021, be received and that the resolutions set out therein as recommendations to the Council are adopted as decisions of the Council.

- **Audit Committee**

That the minutes of the meeting of the Audit Committee held on 24 May 2021, be received and that the resolutions set out therein as recommendations to the Council are adopted as decisions of the Council.

# Attachment A

## Adoption of Committee Minutes Norwood Parade Precinct Committee

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

# Norwood Parade Precinct Committee Minutes

**4 May 2021**

## **Our Vision**

*A City which values its heritage, cultural diversity,  
sense of place and natural environment.*

*A progressive City which is prosperous, sustainable  
and socially cohesive, with a strong community spirit.*

---

City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

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- 5. OTHER BUSINESS ..... 15
  
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- 7. CLOSURE ..... 15

**VENUE** Mayors Parlour, Norwood Town Hall

**HOUR** 6.22pm

**PRESENT**

**Committee Members** Mayor Robert Bria (Presiding Member)  
Cr Sue Whittington  
Cr Fay Patterson  
Cr John Callisto  
Cr Carlo Dottore  
Ms Annie Lovejoy  
Mr Terry Dalkos  
Mr Phillip Rollas  
Mr Rimu Good

**Staff** Keke Michalos (Manager, Economic Development & Strategic Projects)  
Stacey Evreniadis (Economic Development Co-ordinator)  
Tyson McLean (Economic Development & Strategic Projects Officer)

**APOLOGIES** Mr Ross Dillon, Mr Joshua Baldwin, Mr Hao Wu

**ABSENT** Nil

**TERMS OF REFERENCE:**

*The Norwood Parade Precinct Committee is established to fulfil the following functions:*

- *To develop and recommend to the Council in each financial year, an Annual Business Plan and Budget for The Parade Precinct.*
- *The Budget developed by the Norwood Parade Precinct Committee must be considered in conjunction with the Annual Business Plan. The amount recommended to the Council, to be approved by the Council, should meet the objectives set out in the Annual Business Plan.*
- *To oversee the implementation of the Annual Business Plan as approved.*
- *To oversee the implementation of the approved Marketing and Promotional Plan for The Parade.*
- *To assist in the development and promotion of a vibrant cultural and leisure tourism destination for businesses, residents and visitors.*
- *To facilitate and encourage networking and communication.*

**1. CONFIRMATION OF MINUTES OF THE SPECIAL MEETING OF THE NORWOOD PARADE PRECINCT COMMITTEE HELD ON 23 MARCH 2021**

*Cr Callisto moved that the minutes of the Special Meeting of the Norwood Parade Precinct Committee held on 23 March 2021 be taken as read and confirmed. Seconded by Ms Annie Lovejoy and carried unanimously.*

**2. PRESIDING MEMBER'S COMMUNICATION**

Nil

**3. NORWOOD PARADE PRECINCT NEWS**

Nil

**4. STAFF REPORTS**



## 4.1 PROGRESS REPORT ON THE IMPLEMENTATION OF THE 2020-2021 ANNUAL BUSINESS PLAN

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**REPORT AUTHOR:** Economic Development Coordinator  
**GENERAL MANAGER:** Chief Executive Officer  
**CONTACT NUMBER:** 8366 4616  
**FILE REFERENCE:** qA59232  
**ATTACHMENTS:** A - D

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### PURPOSE OF REPORT

The purpose of this report is to provide the Norwood Parade Precinct Committee, with a progress report on the implementation of the 2020-2021 Annual Business Plan.

### BACKGROUND

At its meeting held on Tuesday 17 March 2020, the Committee endorsed the Draft 2020-2021 Annual Business Plan for the Norwood Parade Precinct and resolved to forward it to the Council for its endorsement. Subsequently, at its meeting held Monday 6 April 2020 the Council endorsed the Draft 2020-2021 Annual Business Plan 'in principle' for the purposes of consultation with The Parade business community, which was temporarily suspended in light of the COVID-19 Pandemic.

At its meeting held Monday 6 July 2020, the Council adopted the Annual Business Plan, Budget and Declaration of Rates for 2020-2021, which includes the following in respect to The Parade Separate Rate:

*Waiving of The Parade Development Separate Rate for businesses within the Norwood Parade Business Precinct.*

As a result of the Council waiving The Parade Separate Rate, the Draft 2020-2021 Annual Business Plan was not released for consultation with The Parade business community. For the 2020-2021 financial year, the Council has allocated an amount of \$215,000, which is equivalent to the Separate Rate amount raised in the 2019-2020 financial year.

This report provides an update of the key strategies and deliverables that have been progressed by staff. A summary of the overall budget and expenditure to date is contained in **Attachment A**.

### DISCUSSION

#### 1. **STRATEGY: EVENTS & ACTIVATIONS**

##### 1.1 EASTSIDE HAPPY HOUR LIVE & LOCAL SESSIONS

During the COVID-19 Pandemic, *BIEcreative* launched the 'Happy Hour Live' Series, which aims to bring live music into the homes of many across the State through a live stream on YouTube. Building on this concept, the Council in partnership with *BIEcreative*, took the initiative "on the road" in the City of Norwood Payneham & St Peters. During August and September, the Council sponsored four (4) events in an attempt to breathe life back into local venues in the Council area and provide musicians with the opportunity to perform again. Due to the success of the series, the Council continued this initiative on the first Friday night of the month from October 2020, and will run it through to June 2021.

The event which was held on Friday 16 April 2021 at the Bath Hotel has been the most successful event to date. All outdoor seating was occupied with patrons having to stand to enjoy the performance. The performance was live streamed on The Parade Facebook page and received over 1,000 views, 43 comments, plus several shares and likes and attracted listeners from the United States, Canada and the United Kingdom.

This performance together with all of the performances in the series are still available to be viewed on Facebook and on the Happy Hour Live website [www.happyhourlive.com.au](http://www.happyhourlive.com.au)

The 'Happy Hour Live' Series will be reviewed by the Council Staff, host venues and *BIEcreative* at the end of the 2020-2021 financial year, at which time a decision on the continuation of the program will be made.

## 1.2 2021 EASTSIDE BUSINESS AWARDS

For the first time this year, the Council partnered with Solstice Media to deliver these Awards and the outcome was positive. The Awards proved more popular than ever with 9584 public votes being cast, up from 6877 last year. The public voted for 311 businesses in eleven (11) different categories, with 26 business being shortlisted as finalists in eleven (11) categories. These businesses are recognised for providing an outstanding experience, product or service to their customers and community. It is pleasing to note that six (6) of the twelve (12) categories went to businesses within The Parade Precinct.

To encourage public vote, a 'Vote & Win' competition was run concurrently and the winner that was drawn at random, chose to receive a \$250 voucher to OV Hair on The Parade.

The eleven (11) winners across the twelve (12) categories are listed below in Table 1:

**TABLE 1: EASTSIDE BUSINESS AWARDS WINNERS**

<b>Hall of Fame (20+ years)</b> The Parade Veterinary Clinic	<b>Best Hair/Beauty Salon</b> Johnny Slicks Barber Shop
<b>Best Café</b> The Lab Food + Coffee	<b>Best Customer Experience</b> GR Phones Norwood
<b>Best Fashion Retailer</b> Shouz Boutique	<b>Best Independent Retailer</b> GR Phones Norwood
<b>Best Restaurant</b> Taste of Nepal	<b>Best Entertainment Venue</b> Little Bang Brewery
<b>Best Coffee</b> Pave Café	<b>Best Emerging/Startup Business</b> Cheeky Grin Coffee
<b>Best Pub/Bar</b> The Colonist	<b>Best Food/Beverage Manufacturer</b> Chefs of Wheels

The winner of each category received a digital advertising package with Solstice Media to the value of \$1,000 (excl GST) and a choice of a business advisory service (business planning, budget and forecasting or bookkeeping training) with BIAS to the value of \$1,000 (excl GST).

For more information about the Program, to view the winners and six (6) articles relating to the awards, visit: [www.solsticemedia.com.au/eastsidebusinessawards/](http://www.solsticemedia.com.au/eastsidebusinessawards/)

A selection of photos from the event are contained in **Attachment B**.

## 1.3 2021 FOOD SECRETS AT THE GREEN – ADELAIDE FOOD FRINGE

The Adelaide Food Fringe (AFF) is South Australia's newest open-access food festival – "created by the people, for the people". The Festival is intended to be an inclusive and family-friendly festival celebrating the diverse and vibrant food cultures that all South Australians feel a connection to. The festival is about family, community and sharing food in South Australia.

Given the strong history and long standing food manufacturers located within the City of Norwood Payneham & St Peters, combined with the opportunity to reinvigorate a food event in the area, the Council, together with Norwood Green will run an event in this year's AFF. This year's *2021 Food Secrets at the Green* event will be held on Sunday 16 May 2021 and will closely replicate what the Council had planned in 2020, but was unfortunately unable to deliver due to the COVID-19 Pandemic.

As a part of the 2021 AFF Festival, organisers are running the world's first *International Pub Week*, proudly supported by the festival's major partner Pirate Life. The AFF *International Pub Week* initiative is all about celebrating the culinary, cultural, social and economic impact of pubs to life in South Australia through a program that will drive activity and support pubs through the continued challenging environment, as a result of the COVID-19 Pandemic. The event's media partner will share stories, events and shine a spotlight on the pubs, publicans, patrons and people behind some of the great local pubs during the week.

At its meeting held on 16 February 2021, the Committee resolved to allocate \$500 to the marketing and promotion of The Parade businesses that register for *International Pub Week*. Unfortunately, the pubs located on The Parade have decided not to participate in the *Adelaide Food Fringe*, specifically *International Pub Week*, therefore the allocated funds has not been spent.

## **2. STRATEGY: MARKETING & COMMUNICATIONS**

### **2.1 UPDATE ON COMO NORWOOD DEVELOPMENT**

On 1 March 2021, the redevelopment of the former Coles property commenced and the Coles carpark was fenced off. As a result, amongst other things, this has affected foot traffic through Norwood Mall, which in turn has affected consumer spending within the retail businesses located in Norwood Mall, which do not form part of the redevelopment.

Council Staff are working in partnership with the property owners, business owners and the Australasian Property Development & Rocca Property Group on a range of activities to support the businesses affected, and to make it easier for visitors to traverse through to The Parade.

To date, the Council has removed parking signs on The Parade that direct patrons to the former Coles carpark, has designed and will soon install a large parking map at the site, on both the George Street and Edward Street entrances, which identifies alternate parking locations. A copy of the map will be distributed to all businesses and will be placed at both the Council's website and The Parade website. The Council has also purchased a portable flag for the ten (10) businesses located in Norwood Mall.

The roll out of the 'Meet the Traders of Norwood Mall' Series has commenced, which includes ten (10) articles, with accompanying photos of each of the following businesses:

- Pasta Chef;
- OptoMED Norwood;
- Hanger Lane;
- Uncle Albert's Café;
- One Systems;
- J'adore Lingerie;
- Norwood Shoe Repairs;
- Ford Dry Cleaners;
- Norwood Health Foods; and
- Diamond Nails & Beauty.

The articles will be published on The Parade website, and shared across The Parade's social media accounts to remind people of the variety of businesses within the Norwood Mall and encourage people to continue to support these businesses.

## **3. STRATEGY: IDENTITY & BRAND**

### **3.1 MERCHANDISE**

A budget of \$5,000 has been allocated in the *2020–2021 Norwood Parade Annual Business Plan* for merchandise. At its meeting held on 23 March 2021, the Committee brainstormed a list of merchandise items for Council Staff to investigate. A list of ten (10) items were presented to the Committee for a vote, and the two (2) most popular merchandise items were the double wine cooler bag and the environmentally friendly cutlery set.

An image of the merchandise items that have been selected are in **Attachment C**.

The Parade, Norwood branded merchandise items will be distributed to The Parade retailers and used at various Council events all-year round. The next event where merchandise will be distributed is the *Food Secrets at the Green* event, which will be held on Sunday 16 May 2021 at Norwood Green.

### **3.2 BOOK A HOLIDAY – WIN A HOLIDAY COMPETITION**

At its meeting held on 23 March 2021, the Committee endorsed the “mini-competition – massive prizes” initiative to support the travel agencies on The Parade.

The four (4) week competition, aims to encourage customers to visit any of the four (4) travel agencies along The Parade to book a trip, to then go in the running to win a voucher with that business to spend at a later date.

The four (4) travel agencies are:

- Helloworld - (3/198-200 The Parade Norwood);
- Phil Hoffmann Travel - (151 The Parade Norwood);
- Top Deck Travel - (260 The Parade Norwood – Entry via rear of building); and
- Travel Associates - (Shop 9/10 161 The Parade Norwood – Norwood Place).

To enter the competition, customers will be required to spend a minimum of \$200 or more in one transaction, keep their receipt as proof of payment and enter online via The Parade website. In doing so they will go in the draw to win one (1) of four (4) weekly vouchers valued at \$1,000 each. Therefore each week there will be a \$1,000 voucher winner for HelloWorld, Top Deck Travel, Travel Associates Norwood and Phil Hoffmann Travel Norwood. The total prize pool for this competition will equate to \$16,000. This excludes creative development, printing and the marketing and promotions of the competition.

The four (4) week competition will run from Monday 10 May – Monday 7 June 2021 and the winners will be drawn at the end of each week.

- Week 1: Monday 10 – Sunday 16 May. Winner Draws: Monday 17 May
- Week 2: Monday 17 – Sunday 23 May. Winner Draws: Monday 24 May
- Week 3: Monday 24 – Sunday 30 May. Winner Draws: Monday 31 May
- Week 4: Monday 31 May – Monday 8 June. Winner Draws: Monday 8 June

There will be a week of marketing and promotion of the competition before the competition starts. This marketing and promotion will run until the end of the competition period.

A copy of the postcard is contained in **Attachment D**.

## **4. STRATEGY: BUSINESS DEVELOPMENT**

### **4.1 MID-YEAR BUSINESS NETWORKING DRINKS**

The Council-run business networking events continue to be popular and well attended by business and property owners across the Council area. For each event, the Council staff aim to host the event at a different business, in a different location, and utilise different local suppliers, where possible.

The details of the Mid-Year Business Networking Drinks event are as follows:

Date: Wednesday 21 July 2021

Time: 6.00pm – 8.00pm

Venue: Adelaide Appliance Gallery, 155 Payneham Road, St Peters.

The invitations to the event will be distributed in June 2021.

At its meeting held on 2 September 2019, the Council endorsed the Mayor’s Business Commendations Awards as a part of the Civic Recognition Policy. The commendation awards is a new awards program that recognise small businesses that contribute to the City’s unique cosmopolitan lifestyle and sense-of-place, which makes the City so liveable.

Applications are now open for small businesses who have reached the following milestones in the City of Norwood Payneham & St Peters:

- 10+ years Bronze Commendation
- 25+ years Silver Commendation
- 50+ years Gold Commendation
- 3+ generations Generational Family Business Commendation

Businesses can self-nominate at: [www.npsp.sa.gov.au/mbca](http://www.npsp.sa.gov.au/mbca)

The Mayor's Business Commendation Awards will be announced at the Mid-Year Networking Event on Wednesday 21 July 2021.

## 4.2 BUSINESS EVENTS & WORKSHOPS

The '*Reflect. Refuel. Restart.*' series of events and workshops has been tailored to retailers, hospitality owners, fitness and wellness centres, start-up entrepreneurs, creatives and professional service businesses. The majority of the events will be free of charge for business owners and employees operating within the City.

Table 2 below lists the confirmed speakers and their topics that form the '*Reflect. Refuel. Restart.*' series. Additional topics will be added as they are finalised.

**TABLE 2: REFLECT. REFUEL. RESTART. PROGRAM**

<b>Topic</b>	<b>Date</b>	<b>Location</b>	<b>Facilitators</b>
Better pics for business	Tuesday 9 February 2021 (past event)	Outdoors on Parade, Norwood	Heidi Lewis, Heidi Who Photos
Instagram: create/connect/collaborate – for fitness and wellness professionals	Friday 26 February 2021 (past event)	V2 Fit, Kent Town	Elena Franco, Social Punch
How to harness the power of the Facebook algorithm guaranteeing you results	Wednesday 28 April 2021 (past event)	Bendigo Bank, Norwood	Sarah-Jane Picton-King, King Pixel Marketing
Social media: times are a-changin'	Tuesday 11 May 2021 6pm-8pm	Identity Marketing, St Morris	Steve Osborne, Identity Marketing
Creating a world class business (start-up)	Tuesday 8 June 2021 11am-12.30pm	Online event	Kirk Drage, LeapSheep
How to present yourself to absolutely anyone in under 60 seconds	Wednesday 23 June 2021 6pm-8pm	Identity Marketing, St Morris	Steve Osborne, Identity Marketing
Practical solutions for improving workplace wellbeing	Friday 30 July 2021 7am-8.30am	Sfizio, Norwood	Rebecca Weatherill, The Wellbeing Workshop
From unknown to unforgettable: the brand journey	Tuesday 10 August 2021 6pm-8pm	Identity Marketing, St Morris	Steve Osborne, Identity Marketing
Ready, set, grow	Tuesday 7 September 2021 6pm-8pm	BIAS Australia, Norwood	John Zerella, AFM Services
How to stay in business: exploring better business models	Tuesday 26 October 2021 11am-12.30pm	Online event	Kirk Drage, LeapSheep

The '*Reflect. Refuel. Restart.*' series of events has and will continue to be promoted to all businesses within the Council area via targeted social and digital channels including electronic newsletters and printed collateral delivered to their door.

For more information on the '*Reflect. Refuel. Restart.*' series and to book, visit [www.npsp.sa.gov.au/workshops](http://www.npsp.sa.gov.au/workshops). The events are free and bookings are essential.

## **RECOMMENDATION**

That the report be received and noted.

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*Cr Patterson moved:*

*That the report be received and noted.*

*Seconded by Mr Terry Dalkos and carried unanimously.*

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## 4.2 ENDORSEMENT OF THE CONTINUATION OF THE NORWOOD PARADE PRECINCT SEPARATE RATE

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**REPORT AUTHOR:** Economic Development & Strategic Projects Officer  
**GENERAL MANAGER:** Chief Executive Officer  
**CONTACT NUMBER:** 8366 4512  
**FILE REFERENCE:** qA981  
**ATTACHMENTS:** A - C

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### PURPOSE OF REPORT

The purpose of this report is to present to the Norwood Parade Precinct Committee (NPPC) the results of the consultation on the proposed extension of *The Norwood Parade Precinct Separate Rate* for a further three (3) years.

### BACKGROUND

At its meeting held on 16 February 2021, the Committee resolved the following:

1. *That the Committee advises and recommends to the Council that it supports the continuation of the Separate Rate for The Parade for a three (3) year period.*
2. *That the Committee supports the amount of revenue raised by the Separate Rate on The Parade to be set at \$215,000 for the 2021-2022, 2022-2023 and 2023-2024 financial years.*

The proposed extension of the Norwood Parade Precinct Separate Rate together with the Committee's recommendation was subsequently presented to the Council at its meeting held on Tuesday 6 April 2021. At that meeting, the Council considered and endorsed *The Norwood Parade Precinct Separate Rate* being charged for the 2021-2022, 2022-2023 and 2023-2024 financial years, for the purposes of consultation with The Parade business community. At that meeting the Council also considered the Draft *Annual Business Plan for The Norwood Parade Precinct*, which is based on the proposed revenue that will be collected from the Separate Rate.

*The Norwood Parade Precinct Separate Rate* was waived for the 2020-2021 financial year, as a result of the COVID-19 Pandemic. As a result, for the 2020-2021 financial year, the Council allocated \$215,000, which was equivalent to the Separate Rate amount raised in the 2019-2020 financial year and the amount that the Council anticipated that it would collect in the 2020-2021 financial year.

The current proposal is to extend the Separate Rate for a further three (3) years and that it be based on achieving a total revenue of \$215,000 each year, over the next three (3) years.

An information package regarding the Norwood Parade Precinct Separate Rate was subsequently released for consultation for a period of twenty-one (21) days, from Wednesday 7 April 2021 until Wednesday 28 April 2021. Letters, a fact sheet and Sample Effect Table were distributed to all businesses and property owners within The Parade Precinct. Posters and postcards were placed at the Norwood Town Hall Customer Service Centre and the Norwood Library and a notice was also placed in *The Advertiser* on the first day of the consultation period. In addition to this, information was published on the Council and The Parade websites and an Electronic Direct Marketing (EDM) advising The Parade traders of the consultation was also distributed.

Consultation on the Norwood Parade Precinct Separate Rate was conducted in conjunction with consultation on the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* and comments were invited via email and in writing. In total eight (8) submissions have been received in respect to the consultation on both items. A copy of the submissions received together with a summary of the submissions are contained in **Attachment A** and **Attachment B**, respectively.

## FINANCIAL AND BUDGET IMPLICATIONS

Should the Committee resolve to recommend to the Council to extend the Separate Rate for a further three (3) years, it is recommended that the Separate Rate be set at \$215,000 each year.

The proposed Separate Rate model for The Parade has been designed to ensure that The Parade remains viable in an increasingly competitive market, whilst bearing in mind the additional cost to the property owners and businesses, given the events over the last twelve (12) months. Larger centrally operated shopping centres (i.e. Westfields) undertake marketing which is paid for by the individual shop tenants and this is possible because they all have one (1) landlord. The Parade has multiple landlords and therefore the Council acts as the landlord and undertakes the marketing and promotion for all of the businesses (i.e. tenants) on The Parade.

Reducing the Separate Rate would result in less revenue to implement initiatives and less capacity to market The Parade. In contrast, increasing The Separate Rate would place additional financial onus on property owners and subsequently business owners, in the instances where the additional Separate Rate is passed on. Given that the NPPC has been able to deliver a significant number of marketing and promotional initiatives with an annual budget of approximately \$210,000 - \$215,000 over the last three (3) years, it is considered that the proposed revenue of \$215,000 is considered sufficient.

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* is based on a total budget of \$215,000 which is the amount that the Council will receive from *The Norwood Parade Precinct Separate Rate*.

The total cost incurred in placing both the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* and the proposed extension of *The Norwood Parade Precinct Separate Rate* on consultation was \$2,815. This cost was associated with:

- letter distribution to The Parade Precinct business community;
- printing of posters (various sizes) and postcards; and
- the notice placed in *The Advertiser*.

## RESOURCE ISSUES

The collection of *The Norwood Parade Precinct Separate Rate* will occur as part of the distribution of Council Rates Notices, which is undertaken by the Council's administration. The Separate Rate is then allocated in alignment with the *2021-2022 Norwood Parade Precinct Annual Business Plan* which is implemented by the Council's Economic Development & Strategic Projects Unit with the involvement from other Council staff and external contractors as required.

## CONSULTATION

The proposal to extend the *Norwood Parade Precinct Separate Rate* was released for consultation on Wednesday 7 April, with comments sought in writing by no later than 5.00pm, Wednesday 28 April 2018.

A consultation package including letters, a fact sheet and Sample Effect Table were distributed to all businesses and property owners within The Parade Precinct. Posters and postcards were placed at the Norwood Town Hall Customer Service Centre and Norwood Library and a notice was also placed in *The Advertiser* on the first day of the consultation period. In addition to this, information was published on the Council and The Parade websites and an Electronic Direct Marketing (EDM) advising The Parade traders of the consultation was also distributed.

Copies of the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* were also made available at the Norwood Town Hall Customer Service Centre and Norwood Library.

In total, eight (8) submissions were received during the consultation period in relation to both the extension of *The Separate Rate* and the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*.



**DISCUSSION**

The eight (8) submissions which have been received during the consultation period related predominately to the Separate Rate. It is noted that some of the issues raised in the submissions did extend beyond the intent of the Separate Rate. Some of the issues raised are as follows:

- events such as the Tour Down Under and fashion initiatives do not benefit businesses, especially if the road is closed;
- car parking in the immediate vicinity of The Parade is not substantial, hard to access and is always full, meaning customers are complaining and/or shopping elsewhere;
- business receive no benefit from the promotion and marketing of The Parade;
- the Separate Rate should not be based on the value of the building;
- the concept of a user pays system could be worth implementing; and
- should not have to pay a Separate Rate and the promotion and marketing of The Parade and the businesses along it should be done via a budget generated from standard Council rates.

In respect to the comments received in regards to car parking, these comments have been noted and will be taken into consideration as part of the Council's Parking Review. As the Committee is aware, the allocation of the revenue from the Separate Rate on The Parade Precinct is specifically for the marketing and promotion of The Parade. The revenue from the Separate Rate is not collected for the purposes of providing or maintaining any form of infrastructure, including car parking as this is a Council's general responsibility.

A full summary of submissions and a response to each of the issues raised is contained in **Attachment A**. The predominant focus of the submissions is on the concept of charging the Separate Rate at all and the value received from contributing. It is disappointing that some businesses and property owners feel that they receive little direct benefit from the collection of the Separate Rate and cannot see the overall benefit that all businesses obtain from the holistic marketing approach that is implemented.

Pursuant to the Terms of Reference set by the Council, The Norwood Parade Precinct Committee is required to prepare an Annual Business Plan prior to each financial year, to guide its programmes and initiatives for the ensuing financial year and to assist in determining the funding requirements for consideration and approval by the Council. The Parade businesses and commercial property owners are consulted annually on the development of the Annual Business Plan. In order to help the businesses and property owners understand how the Separate Rate is allocated, the draft *2021-2022 Norwood Parade Precinct Annual Business Plan* was released at the same time as the Separate Rate proposal, to demonstrate what the Council was proposing to do with the revenue, which it proposes to collect through the Separate Rate.

For the purposes of comparison, the Separate Rate's that are applied to other main streets in metropolitan Adelaide are outlined in Table 1 below.

**TABLE 1: COMPARISON OF THE SEPARATE RATE COLLECTED FOR SIMILAR MAINSTREET PRECINCTS IN METROPOLITAN ADELAIDE**

<i>Year</i>	<i>Mainstreet/Precinct</i>	<i>Separate Rate Revenue</i>
2019-2020	Village Heart, Prospect Road	\$19,500
2019-2020	Goodwood Road, Goodwood	\$57,225
2019-2020	Unley Road, Unley	\$113,395
2019-2020	King William Road, Hyde Park	\$147,400
2019-2020	The Parade, Norwood	\$215,000
2019-2020	Jetty Road, Glenelg	\$578,088

## OPTIONS

There are a number of options available to the Committee, including recommending to the Council that a Separate Rate is no longer to be collected.

The Norwood Parade Precinct Committee can choose to recommend to the Council to **endorse and proceed with charging *The Norwood Parade Precinct Separate Rate* as it was presented for community consultation**. This would result in the collection of \$215,000 for the following financial years, 2021-2022, 2022-2023 and 2023-2024 and would be used in accordance with the Terms of Reference of the Committee and as outlined in the *2021-2022 Norwood Parade Precinct Annual Business Plan*. This would also result in the Committee proceeding as normal. This is the recommended option.

The Norwood Parade Precinct Committee can choose to recommend to the Council to **reduce the total of *The Norwood Parade Precinct Separate Rate* as it was presented for community consultation**, which was stated as being \$215,000 for the 2021-2022, 2022-2023 and 2023-2024 financial years. This would then result in the need to amend the budget allocations outlined in the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*. This is not the preferred option.

The Norwood Parade Precinct Committee can choose to recommend to the Council **that *The Norwood Parade Precinct Separate Rate* be discontinued entirely**. However, proceeding with this option would result in the termination of the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* and the Norwood Parade Precinct Committee. This is not the preferred option as the long term viability and survival of The Parade would be compromised.

## CONCLUSION

The Separate Rate model for The Parade has been designed to ensure that The Parade remains viable in Metropolitan Adelaide's increasing competitive market.

## COMMENTS

By extending the Separate Rate for a three (3) year timeframe it enables the Council to once again review and evaluate the Separate Rate and the benefits that it delivers. It also provides the Council the opportunity to consult once again with the businesses and property owners and identify areas for improvement.

## RECOMMENDATION

1. That the Committee recommends to the Council that it endorses *The Norwood Parade Precinct Separate Rate* for The Parade Precinct (as shown on the Norwood Parade Precinct Map contained in Attachment C) for a further three (3) years commencing on 1 July 2021.
2. That the Committee supports the amount of revenue raised by the Separate Rate on The Parade to be set at \$215,000 for the three (3) financial years 2021-2022, 2022-2023 and 2023-2024, having considered all submissions received during the consultation period.

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*Cr Callisto moved:*

1. *That the Committee recommends to the Council that it endorses *The Norwood Parade Precinct Separate Rate* for The Parade Precinct (as shown on the Norwood Parade Precinct Map contained in Attachment C) for a further three (3) years commencing on 1 July 2021.*
2. *That the Committee supports the amount of revenue raised by the Separate Rate on The Parade to be set at \$215,000 for the three (3) financial years 2021-2022, 2022-2023 and 2023-2024, having considered all submissions received during the consultation period.*

*Seconded by Mr Terry Dalkos and carried unanimously.*

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#### 4.3 ENDORSEMENT OF THE DRAFT 2021-2022 NORWOOD PARADE PRECINCT ANNUAL BUSINESS PLAN

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**REPORT AUTHOR:** Economic Development & Strategic Projects Officer  
**GENERAL MANAGER:** Chief Executive Officer  
**CONTACT NUMBER:** 8366 4512  
**FILE REFERENCE:** A152893  
**ATTACHMENTS:** A - C

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#### PURPOSE OF REPORT

The purpose of this report is to present to the Norwood Parade Precinct Committee (NPPC), the final *Draft of the 2021-2022 Annual Business Plan*, for final review and endorsement prior to the Council's consideration and approval at its meeting to be held on 7 June 2021.

#### BACKGROUND

At its meeting held on 16 February 2021, the Committee resolved the following:

*That the Draft 2021-2022 Norwood Parade Precinct Annual Business Plan be endorsed as being suitable to present to the Council for its endorsement and approval to be released for consultation with The Parade Precinct business community for a period of twenty-one (21) days.*

The Draft Annual Business Plan was subsequently presented to the Council at its meeting held on Tuesday 6 April 2021. At that meeting, the Council considered the Draft Annual Business Plan and endorsed it for the purposes of consultation with The Parade business community.

The Draft Plan, which was endorsed by the Committee for recommendation to the Council for the purposes of consultation, is based on the revenue which the Council proposes to collect from The Parade Separate Rate in 2021-2022, totalling \$215,000.

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* was subsequently released for consultation for a period of twenty-one (21) days, from Wednesday 7 April 2021 until Wednesday 28 April 2021. Letters were distributed to all businesses and property owners within The Parade Precinct. Posters and postcards were placed at the Norwood Town Hall Customer Service Centre and Norwood Library and a notice was also placed in *The Advertiser* on the first day of the consultation period. In addition to this, information was published on the Council and The Parade websites and an Electronic Direct Marketing (EDM) advising The Parade traders of the consultation was also distributed.

Consultation on the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* was conducted in conjunction with the consultation on the continuation of The Parade Separate Rate and comments on both were invited via email and in writing. A total of eight (8) submissions have been received in respect to the consultation on both items. It should be noted that whilst some submissions make general reference to the Annual Business Plan, the primary focus of all of the submissions is the Separate Rate. A copy of all submissions received are contained in **Attachment A** with a summary of the submissions received and a response to each, contained in **Attachment B**.

A copy of the final *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* is contained in **Attachment C**.

## FINANCIAL AND BUDGET IMPLICATIONS

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* is based on a total budget of \$215,000 which is the total amount that the Council will receive from The Separate Rate.

The total cost incurred in placing both the Draft Annual Business Plan and the proposed extension of the Separate Rate on consultation came to \$2,815. This cost related to the:

- letter distribution to The Parade Precinct business community;
- printing of posters (various sizes) and postcards; and
- the notice placed in *The Advertiser*.

## RESOURCE ISSUES

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* is reliant upon the collection of The Parade Separate Rate, and its implementation will be undertaken by the Council's Economic Development & Strategic Projects Unit with input and involvement from other Council staff and external contractors as required.

## CONSULTATION

The *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan* was released for consultation on Wednesday 7 April, with comments sought in writing by no later than 5.00pm, Wednesday 28 April 2021.

A letter was sent to all businesses and property owners on The Parade advising of the Draft Plan and the consultation process. Posters and postcards were placed at the Norwood Town Hall Customer Service Centre and Norwood Library and a notice was also placed in *The Advertiser* on the first day of the consultation period. In addition to this, information was published on the Council and The Parade websites and an Electronic Direct Marketing (EDM) advising The Parade traders of the consultation was also distributed.

Copies of the Draft Plan were also made available at the Norwood Town Hall and the Norwood Library.

In total, eight (8) submissions have been received by the Council during the consultation period for the continuation of The Separate Rate and the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*. The focus of the comments in the submissions has been the proposed extension of the Separate Rate, notwithstanding this all of the submissions have been attached to this report because the two (2) items are related and the implementation of the Annual Business Plan relies on the extension of the Separate Rate.

## DISCUSSION

The eight (8) submissions which have been received during the consultation period, relate generally to the following concerns associated with the continuation of the Separate Rate and subsequently establishing a draft Annual Business Plan:

- events such as the Tour Down Under and fashion initiatives do not benefit businesses, especially if the road is closed;
- car parking in the immediate vicinity of The Parade is not substantial, hard to access and is always full, meaning customers are complaining and/or shopping elsewhere;
- businesses receive no benefit from the promotion and marketing of The Parade;
- the Separate Rate should not be based on the value of the building;
- the concept of a user pays system could be worth implementing; and
- shouldn't have to pay a Separate Rate and the promotion and marketing of The Parade and the businesses along it should be done via a budget generated from standard Council rates.

A full summary of submissions and a response to each of the issues raised is contained in **Attachment B**. As previously outlined in this report, the predominant focus of the submissions is on the Separate Rate, with very little focus on the draft Annual Business Plan and how the Committee has recommended that the \$215,000 should be allocated. On this basis, it is recommended that no changes be made to the draft Annual Business Plan and on the allocation of the funds.

Pursuant to the Terms of Reference set by the Council, The Norwood Parade Precinct Committee is required to prepare an Annual Business Plan prior to each financial year, to guide its programmes and initiatives for the ensuing financial year and to assist in determining the funding requirements for consideration and approval by the Council.

A summary of how the Committee proposes to allocate the revenue received from The Separate Rate is outlined in Table 1 below.

**TABLE 1: NORWOOD PARADE PRECINCT COMMITTEE 2021-2022 ANNUAL BUSINESS PLAN**

<b>STRATEGY</b>	<b>BUDGET</b>
<i>Events &amp; Activations</i>	<b>\$40,000</b>
<i>Marketing &amp; Communication</i>	<b>\$74,000</b>
<i>Identity &amp; Brand</i>	<b>\$93,500</b>
<i>Business Development</i>	<b>\$6,000</b>
<i>Administration</i>	<b>\$1,500</b>
<b>TOTAL</b>	<b>\$215,000</b>

## OPTIONS

The Committee can endorse the draft Annual Business Plan contained in **Attachment C** and recommend to the Council that it be adopted. Alternatively the Committee can amend or delete strategies and budget allocations and recommend the amended version to the Council for its approval.

Depending on the Committee's recommendation in relation to the Separate Rate, which is being considered as a separate Agenda Item, some changes to the Draft 2021-2022 Annual Business Plan may be required. Should the Committee recommend to the Council not to charge a Separate Rate, the Council will need to determine whether or not it will continue to proceed the *Draft 2021-2022 Norwood Parade Precinct Annual Business Plan*.

## CONCLUSION

Individual responses will be provided to each property and business owner who have made a submission.

## COMMENTS

Nil.

## RECOMMENDATION

1. That the *Draft 2021-2022 Norwood Parade Precinct Committee Annual Business Plan*, as contained in Attachment C, be endorsed and recommended to the Council for its approval.
2. The Committee notes that an individual response will be provided to each property and business owner who has made a submission.

---

*Cr Whittington moved:*

1. *That the Draft 2021-2022 Norwood Parade Precinct Committee Annual Business Plan, as contained in Attachment C, be endorsed and recommended to the Council for its approval.*
2. *The Committee notes that an individual response will be provided to each property and business owner who has made a submission.*

*Seconded by Cr Callisto and carried unanimously.*

**5. OTHER BUSINESS**  
Nil

**6. NEXT MEETING**  
Tuesday, 6 July 2021

**7. CLOSURE**

There being no further business, the Presiding Member declared the meeting closed at 7.01pm.

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**Mayor Robert Bria**  
**PRESIDING MEMBER**

Minutes Confirmed on \_\_\_\_\_  
(date)

# Attachment B

## Adoption of Committee Minutes

### St Peters Child Care Centre & Pre-School Committee

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

# St Peters Child Care Centre & Pre-School Committee **Minutes**

**24 May 2021**

## **Our Vision**

*A City which values its heritage, cultural diversity,  
sense of place and natural environment.*

*A progressive City which is prosperous, sustainable  
and socially cohesive, with a strong community spirit.*

---

City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters



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**VENUE** Staff Room, St Peters Child Care Centre & Pre-school

**HOUR** 5.30pm

**PRESENT**

**Committee Members** Cr Evonne Moore (Presiding Member)  
Cr Kester Moorhouse  
Ms Georgia Brodribb  
Ms Simone Munn  
Ms Christina Belperio

**Staff** Sharon Perkins (General Manager, Corporate Services)  
Alice Parsons (Director, St Peters Child Care Centre & Pre-School)

**APOLOGIES** Nil

**ABSENT** Nil

**TERMS OF REFERENCE:**

*The St Peters Child Care Centre & Pre-School Committee is established to fulfil the following functions:*

- *to provide feedback on the St Peters Child Care & Pre-School Centre's Strategic Plan and Business Plan;*
- *to undertake general oversight of issues related to child welfare, programming and safety of the Centre; and*
- *to execute such powers as the Council may lawfully delegate to it.*

**1. CONFIRMATION OF THE MINUTES OF THE MEETING OF THE ST PETERS CHILD CARE CENTRE & PRE-SCHOOL COMMITTEE HELD ON 22 FEBRUARY 2021**

*Ms Christina Belperio moved that the minutes of the meeting of the St Peters Child Care Centre & Pre-School Committee held on 22 February 2021 be taken as read and confirmed. Seconded by Ms Georgia Brodribb and carried unanimously.*

**2. PRESIDING MEMBER'S COMMUNICATION**

Nil

**3. QUESTIONS WITHOUT NOTICE**

Nil

**4. QUESTIONS WITH NOTICE**

Nil

**5. WRITTEN NOTICES OF MOTION**

Nil

**6. STAFF REPORTS**

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## 6.1 DIRECTORS QUARTERLY ACTIVITY REPORT – MARCH 2021

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**REPORT AUTHOR:** Director, St Peters Child Care Centre & Preschool  
**GENERAL MANAGER:** General Manager, Corporate Services  
**CONTACT NUMBER:** 8366 4585  
**FILE REFERENCE:** qA61019/A148524  
**ATTACHMENTS:** A

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### PURPOSE OF REPORT

The purpose of this Quarterly Report is to provide information in respect to the following:

- Commentary on the Centre's Strategic Plan and Business Plan prepared by Centre Management for the Child Care Centre.
- Undertake, under the direction of Council and on behalf of Council, the general oversight of issues related to child welfare, programming and safety of the Centre.
- To execute such powers as the Council may lawfully delegate to it.
- To do anything necessary, expedient or incidental to performing or discharging the functions of the Committee as listed in the terms of Reference or to achieving its objectives.

This report provides the Committee with a status report on the activities of the St Peters Child Care Centre & Preschool to 31 March 2021.

### BACKGROUND

The Centre has been in operation since 1977. The Centre is licenced to accommodate 105 children per day, however to ensure the high quality of care the Centre is known for is maintained, the number of available places has been capped at an average of 94 places per day. The Centre provides care for babies from six (6) weeks old through to children aged up to and including five (5) years of age.

The key activities completed during the Quarter ended March 2021, together with actions completed in previous Quarters, as required by the Centre's Strategic and Business Plans, are included in the Discussion Section of this report.

### RELEVANT STRATEGIC DIRECTIONS & POLICIES

This report informs the Council on the St Peters Child Care Centre & Preschool activities and supports Council attaining:

Outcome 1: Social Equity: An inclusive, connected, accessible and friendly community

Objective 1: Convenient and accessible services, information and facilities.

Strategy 1.2: *Maximise access to services, facilities, information and activities.*

Strategy 1.3: *Design and provide safe, high quality facilities and spaces for all people.*

Objective 4: A strong, healthy, resilient and inclusive community.

Strategy 4.2: *Encourage and provide opportunities for lifelong learning.*

Strategy 4.3: *Encourage the use of spaces and facilities for people to meet, share knowledge and connect with each other.*

The operations of Childcare Centres and Preschools are governed by the National Quality Framework. The Centre's policies and procedures are reviewed and updated over a twelve (12) month to two (2) year period, in line with National Quality Standards and the Centre's Continuous Review Policy.

### FINANCIAL AND BUDGET IMPLICATIONS

Not Applicable

## EXTERNAL ECONOMIC IMPLICATIONS

Nil

## SOCIAL ISSUES

The Centre actively promotes inclusion for all children and their families.

The information provided in the report has no direct social issues which need to be considered.

## CULTURAL ISSUES

Not Applicable.

## ENVIRONMENTAL ISSUES

Not Applicable.

## RESOURCE ISSUES

Not Applicable.

## RISK MANAGEMENT

Not Applicable.

## COVID-19 IMPLICATIONS

In response to the easing of the COVID-19 restrictions, operations at the Centre are continually being reviewed to ensure that they are in-line with the latest health advice. To minimise the risk of COVID-19 and to ensure that staff and families are continuing to adhere to the public health advice, we are currently:

- requesting all families, both adults and children, undertake hand hygiene by either washing their hand or using hand sanitiser upon entry and exit of the Centre;
- maintaining physical distancing requirements of 1.5 metres;
- limiting the number parents and carers collecting children from their respective rooms for end of day pick up to two (2) parents at any one time;
- continuing the outside sleeping (weather permitting); and
- while not required as the Centre was not required to close, the Centre has prepared a COVID Safe Plan and have communicated this to the families and carers.

Morning drop offs at the Centre ceased on 20 December 2020, with families delivering children to their respective rooms. This is to re-build stronger family relationships, which were impacted during the height of the COVID-19 pandemic.

## CONSULTATION

- **Committee Members**  
Not Applicable
- **Community**  
Not Applicable
- **Staff**  
Not Applicable
- **Other Agencies**  
Not Applicable

## DISCUSSION

### Child Numbers

The Centre is licensed for a maximum of 105 children daily; however to ensure a high quality of care, the daily attendance numbers are capped at an average of 94 long day care places per day. Based on current staffing levels, the Centre has capacity for up to 28 under two (2) year old, up to 30 two (2) to three (3) year old and up to 36 over three (3) year old. The mix of the numbers per age group may change on as needs basis. The average number of children for which services were provided for the March 2021 quarter is detailed in Table 1 below.

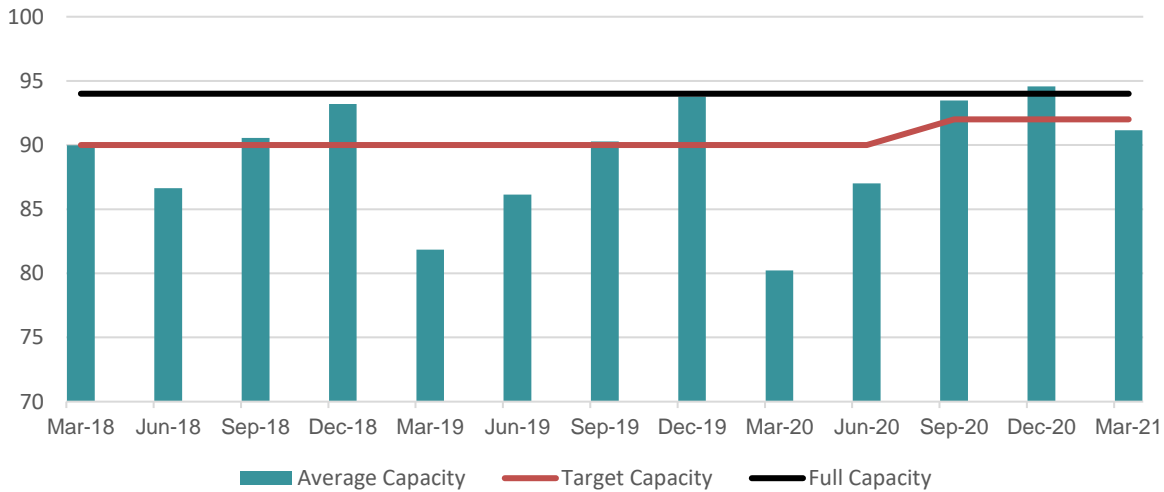
**TABLE 1: CHILD NUMBERS**

Age of Child	Staffing Ratio	Number Allowed at the Centre (maximum)	Number of Children Average for the Quarter	
			This Year	Last Year
<b>Under Twos (2)</b> <i>(6 weeks - 24 months)</i>				
Emerald Room	1:4	12	9.55	9.18
Ruby Room	1:4	16	16.26	14.79
<b>Over Twos (2)</b> <i>(2 years to 3 years)</i>				
Aquamarine Room	1:5	15	15.22	12.85
Diamond Room	1:5	15	15.09	12.20
<b>Over Threes (3)</b>				
Amethyst Room <i>(3 years to 4 years)</i>	1:10	18	18.09	14.98
Preschool <i>(4 years to 5 years)</i>	1:10	18	16.93	16.22
<b>Total</b>		94	91.14	80.22
<b>Budget</b>		-	<b>93.00</b>	<b>90.00</b>
<b>Number of sessions where 90 children attended for the quarter, 2020</b>			<b>20 days out of a total of 62 days</b>	
<b>Number of sessions where 93 children attended for the quarter, 2021</b>			<b>26 days out of a total of 63 days</b>	
<b>Average attendance – Year to Date</b>				<b>91.14</b>

As detailed in Table 1 above, for the March 2021 Quarter the Centre is almost at capacity. This is above the Centres traditional capacity for the March Quarter. Given the higher than usual capacity for this time of year, it is anticipated that the Centre will be at full capacity early into the June Quarter.

As detailed in Figure 1 below, the March and June Quarters traditionally have low attendance numbers, however, the 2021 March Quarter is showing a higher than normal occupancy, while the attendance numbers for the September and December Quarters have exceeded budgeted attendances. For the 2020-2021 Financial year, the target capacity has been set at an average of 93 daily attendances places.

**FIGURE 1: CHILD NUMBERS**



**Educator to Child Ratios**

The Centre is required by the National Quality Standards to maintain a minimum Educator to Child Ratio at all times. Educator to Child Ratios are calculated across the whole service, not by individual rooms. This provides flexibility to respond to attendance numbers to ensure Educators are allocated appropriately based on the age and needs of children in the service.

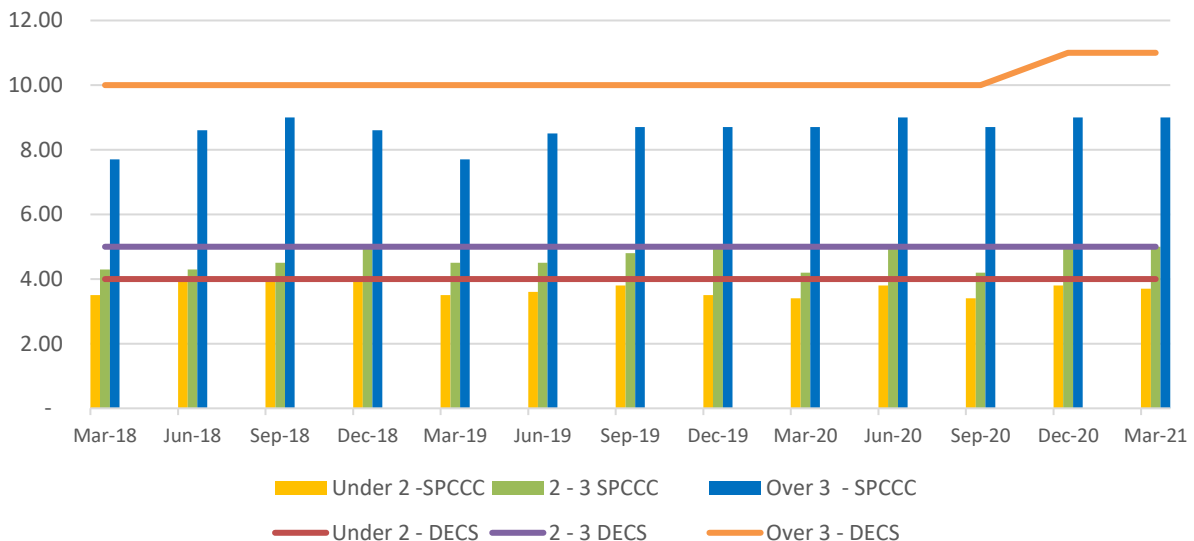
The minimum Educator to Child ratios are detailed in Table 2.

**TABLE 2: MINIMUM EDUCATOR TO CHILD RATIOS**

Age Grouping	Educator to Child Ratio
0 to 24 months	1:4
Over 24 months to less than 36 months	1:5
36 months to School age	1:11

As illustrated in Figure 2 below, the Centre has exceeded the minimum child to staff ratios for the March 2021 Quarter, with the exception of the 2-3 year age group.

**FIGURE 2: STAFF TO CHILD RATIO**



## Staffing

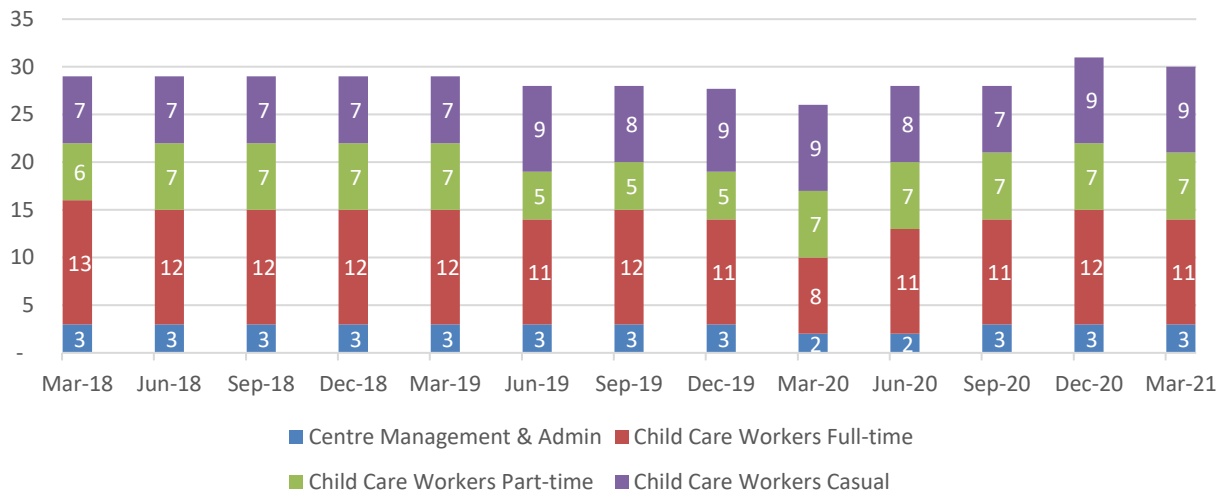
To ensure that the Centre meets the required staff to child ratios, the Full-time Equivalent Educator positions required are:

- Under 2's 5.00 FTE
- 2 -3 years 5.00 FTE
- Over 3's 4.00 FTE

To ensure the ongoing continuity of care, during periods of staff absences, permanent staff are supported by a pool of Casual Educators who back fill planned and unplanned absences, vacancies and short shift cover for lunch breaks and Centre open and closes. Not only does this ensure that children are cared for by familiar Educators when their primary care givers are absent from the Centre, it ensures that operational costs are maintained, as there is less reliance on engaging temporary contract staff through temporary contract labour hire agencies to cover absences.

Based on the Centres capacity of 94 children per day, 13 Full-time Educators, seven (7) Part-time Educators and the equivalent of 10 Casual Educators are budgeted for. As shown in Figure 3 below, the Centre has two (2) Full-time Educator vacancies, with both arising from long term leave. A recruitment process is currently being undertaken to increase the number of Educators within the casual pool.

**FIGURE 3: STAFF NUMBERS BY EMPLOYMENT CATEGORY**



## Universal Access to Early Childhood Education

Funding can be claimed for every four (4) year old child who remains at the Centre in the twelve (12) months prior to full-time schooling and has access to fifteen (15) hours of preschool services, providing the child is not accessing a preschool service from another external service, such as a Department of Education Preschool or Kindergarten.

For the year-to-date period to March 2020, the Centre has received \$11,075 under the Universal Access Scheme for the children utilising the Centre for the pre-school service. Pleasingly, the number of families that have been utilising the service for pre-school services is seven (7). The funding has been used to offset the salary costs of the Early Childhood Teachers.

## National Quality Standard

Staff practices, policies and procedures are continually reviewed in line with the new National Quality Standards and a Quality Improvement Plan has been completed. The Centre has undergone a round of Rating and Assessment. The Centre received an overall rating of 'Meeting' under the revised framework.

The seven (7) areas identified under the National Quality Standard are:

- Educational program and practice
- Children's health and safety
- Physical environment
- Staffing arrangements (including the number of staff looking after children)
- Relationships with children
- Collaborative partnerships with families and communities
- Leadership and service management

The Centre has been rated as 'Meeting' the standards set under the revised The National Quality Framework which came into effect on 1 February 2018, having met all of the forty (40) of the elements.

While under the National Quality Standards, the Centre is to be regularly assessed, the details of the timing of the next review are unknown.

## Strategic Plan

The Centre's Strategic and Business Plans have been approved by the Committee and the Council. The Centre's Business Plan established Key Result Areas/Targets. The achievement of the outcomes up to March 2021, are contained in **Attachment A**.

## OPTIONS

Not Applicable.

## CONCLUSION

The St Peters Child Care Centre & Pre-school is recognised as a leader in the provision of high quality child care. It is expected that this will continue, with the coming year looking promising with occupancy and educational experiences. The Centre on average for the March 2021 Quarter had 91 children accessing the service on a daily basis, with an expectation that this will be maintained throughout the year.

## COMMENTS

Nil

## RECOMMENDATION

That the report be received and noted.

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*Cr Moorhouse moved:*

*That the report be received and noted.*

*Seconded by Ms Christina Belperio and carried unanimously.*



## 6.2 ESTABLISHING A PLAYGROUP

**REPORT AUTHOR:** Director, St Peters Childcare Centre and Preschool  
**GENERAL MANAGER:** General Manager, Corporate Services  
**CONTACT NUMBER:** 8362 1843  
**FILE REFERENCE:** qA69762/A159139  
**ATTACHMENTS:** Nil

### PURPOSE OF REPORT

The purpose of this report is to seek the endorsement of the Committee to introduce a playgroup at the St Peters Child Care Centre & Pre-School.

### BACKGROUND

Playgroup is a group of mums, dads, grandparents and caregivers who meet together each week with their babies, toddlers and pre-schoolers for interaction and fun.

Parents and caregivers work together to provide their babies and young children with opportunities to learn through play. Each parent or carer is responsible for their child's behaviour at playgroup and this helps to ensure close supervision of all children.

Playgroup incorporates low or no cost activities. Playgroups often provide a large range of toys and activities often not available at home.

The benefits of playgroup are to share experiences that may be messy or challenging, social interactions with other families, which focus on day to day family challenges or celebrations, while their children learn to build relationships with other children.

### RELEVANT STRATEGIC DIRECTIONS & POLICIES

This report informs the Council on the St Peters Child Care Centre & Preschool activities and supports Council attaining:

Outcome 1: Social Equity: An inclusive, connected, accessible and friendly community

Objective 1.1: Convenient and accessible services, information and facilities.

Strategy 1.1.2: *Maximise access to services, facilities, information and activities.*

Objective 1.3: An engaged and participating community

Strategy 1.3.2: *Provide opportunity for community involvement in decision-making and program development*

Objective 1.4: A strong, healthy, resilient and inclusive community.

Strategy 1.4.2: *Encourage and provide opportunities for lifelong learning.*

Strategy 1.4.3: *Encourage the use of spaces and facilities for people to meet, share knowledge and connect with each other.*

### FINANCIAL AND BUDGET IMPLICATIONS

The Centre will register with Playgroup SA to connect new families in the area to the Centre's Playgroup. Playgroup SA promote to "mothers/parent" groups and the likes of Children and Families Services (CAFS). The small registration fee of \$90 dollars is required which is spent on the promotion of the Playgroup and the provision of resources which will assist in planning themes for each week of the year. There will be no cost to the local families.

### EXTERNAL ECONOMIC IMPLICATIONS

Not Applicable.

**SOCIAL ISSUES**

Playgroups provide families the opportunity to interact with people of similar interest who may be wanting to continue their connection beyond the Playgroup environment and or become a part of the Childcare Centre. The provision of a Playgroup is supported by the National Quality Standards (NQS) through Quality Area 6: Collaborative Partnerships with Families and Communities.

**CULTURAL ISSUES**

Not Applicable.

**ENVIRONMENTAL ISSUES**

Not Applicable.

**RESOURCE ISSUES**

The playgroup will be facilitated by the Director and the Team Leader of the Emerald Room. Each session will include a 10 minute group time and it is proposed that each Educator in the Centre would have a turn at hosting group time, as part of their own professional development.

**RISK MANAGEMENT**

Not Applicable.

**COVID-19 IMPLICATIONS**

The participants of the Playgroup would be required to comply with the physical distancing and hygiene practices that the Centre has in place.

**CONSULTATION**

- **Committee Members**  
Not Applicable.
- **Community**  
Not Applicable.
- **Staff**  
General Manager, Corporate Services  
Team Leader, Emerald Room
- **Other Agencies**  
Not Applicable.

**DISCUSSION**

Parents using a childcare centre for the first time can be unsettled and fearful when having to trust other adults with their children. Child Care is often the first time parents are away from their child for an extended period of time. The Centre reflected on how it could assist new parents using childcare for the first time become more settled and secure in their decision and build trust and strengthen the Centres connections in the community. Following consideration of a number of options, it was considered that the provision of a weekly Playgroup within the childcare environment, would address these issues.

By providing a playgroup at the Centre, parents will be provided with the opportunity to come to a designated space with their child to enjoy experiences for 90 minutes each week and build connections with other families and the Centre.

A playgroup operating from within the Centre will allow parents to see how a childcare operates and provide the opportunity to introduce the child and families to the childcare environment, Educators and experiences which will build familiarity and trust, helping to bridge gaps of uncertainty, when families are considering childcare.

Including the playgroup as part of the service offered by the Centre, will not only help families with feeling secure in future childcare usage, but will strengthen the Centres ability to demonstrate how it meets Quality Area 6 of the NQS, *Collaborative Partnerships with Families and Communities*. Element 6.1: *Respectful relationships with families* are developed and maintained by families being supported in their parenting role. Element 6.2: *Collaborative partnerships* is focussed on enhancing children's inclusion, learning and well-being, families being supported, transitions and community engagement, all elements which a playgroup offer.

Ideas from Playgroup SA will be accessed as well as ideas which are generated from Educators within the Centre. A playgroup is traditionally organised by a parent volunteer, however given that it is proposed that the Playgroup be held in a play space within the Emerald Room, the Centres' Director in conjunction with the Team Leader of the Emerald Room (baby age range) will facilitate the weekly playgroup sessions, utilise Centre resources, thus making it easier and stress free for families who wish to attend.

While the objective of the Playgroup is to provide connections to the community, incorporating the playgroup at the Centre provides a further pathway to promote the Centre to guarantee new enrolments. The playgroup will be resourced within existing staffing and rosters, therefore other than the minor registration fee with Playgroup SA, there will be no additional cost incurred.

## **OPTIONS**

The Committee can chose not to endorse the establishment of a Playgroup, however there is no reasons outlined in this report for the Committee to make that recommendation.

## **CONCLUSION**

Commencing childcare is a stressful time for a first time parent. The provision of a Playgroup within the Childcare environment, such as the St Peters Child Care Centre provides an opportunity once a week for parents to be part of the environment as they consider their future childcare needs.

## **COMMENTS**

If Committee Members have any questions or require clarification in relation to any issues raised in this report, do not hesitate to contact the Director, St Peters Child Care Centre & Preschool, Alice Parsons on 8362 1843 or [aparsons@npsp.sa.gov.au](mailto:aparsons@npsp.sa.gov.au), prior to the meeting.

## **RECOMMENDATION**

That the Committee endorses and recommends to the Council that a Playgroup to be hosted at the St Peters Childcare Centre.

---

*Ms Simone Munn moved:*

*That the Committee endorses and recommends to the Council that a Playgroup to be hosted at the St Peters Childcare Centre.*

*Seconded by Ms Georgia Brodribb and carried unanimously.*

**7. OTHER BUSINESS**

Nil

**8. NEXT MEETING**

Monday 26 July 2021

**9. CLOSURE**

There being no further business the Presiding Member declared the meeting closed at 6.11pm.

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**Cr Evonne Moore**  
**PRESIDING MEMBER**

Minutes Confirmed on \_\_\_\_\_  
(date)

# Attachment C

## Adoption of Committee Minutes

### Audit Committee

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



*City of*  
**Norwood  
Payneham  
& St Peters**

# Audit Committee Minutes

**24 May 2021**

## **Our Vision**

*A City which values its heritage, cultural diversity,  
sense of place and natural environment.*

*A progressive City which is prosperous, sustainable  
and socially cohesive, with a strong community spirit.*

---

City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Facsimile 8332 6338  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)



City of  
Norwood  
Payneham  
& St Peters

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**VENUE** Mayors Parlour, Norwood Town Hall

**HOUR** 7.00pm

**PRESENT**

**Committee Members** Cr John Minney (Presiding Member)  
Mayor Robert Bria  
Cr Mike Stock  
Ms Brigid O'Neill (Independent Member)  
Ms Sandra Di Blasio (Independent Member)

**Staff** Mario Barone (Chief Executive Officer)  
Sharon Perkins (General Manager, Corporate Services)  
Andrew Alderson (Financial Services Manager)

**APOLOGIES** Nil

**ABSENT** Nil

**TERMS OF REFERENCE:**

*The Audit Committee is responsible to facilitate:*

- *the enhancement of the credibility and objectivity of internal and external financial reporting;*
- *propose and provide information relevant to a review of the Council's Strategic Management Plans and Annual Business Plan;*
- *the review and reporting on any matter relating to financial management or the efficiency and economy with which the Council manages its resources;*
- *effective management of financial and other risks and the protection of the Council's assets;*
- *compliance with laws and regulations related to financial and risk management as well as use of best practice guidelines;*
- *the provision of an effective means of communication between the external auditor, management and the Council;*
- *proposing and reviewing the exercise of powers under Section 130A of the Local Government Act 1999;*
- *review Annual Financial Statements to ensure that they present fairly the state of affairs of the Council;*
- *liaising with the Council's Auditor; and*
- *reviewing the adequacy of accounting, internal control reporting and other financial management systems and practices of the Council on a regular basis.*

**1. CONFIRMATION OF MINUTES OF THE AUDIT COMMITTEE MEETING HELD ON 22 FEBRUARY 2021**

*Mayor Bria moved that the minutes of the Audit Committee meeting held on 22 February 2021 be taken as read and confirmed. Seconded by Cr Stock and carried unanimously.*

**2. PRESIDING MEMBER'S COMMUNICATION**

Nil

**3. QUESTIONS WITHOUT NOTICE**

Nil

**4. QUESTIONS WITH NOTICE**

Nil

**5. WRITTEN NOTICES OF MOTION**

Nil

**6. STAFF REPORTS**



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## 6.1 2021-2022 DRAFT ANNUAL BUSINESS PLAN AND BUDGET

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**REPORT AUTHOR:** Financial Services Manager  
**GENERAL MANAGER:** General Manager Corporate Service  
**CONTACT NUMBER:** 83664585  
**FILE REFERENCE:** qA63320 A157646  
**ATTACHMENTS:** A - B

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### PURPOSE OF REPORT

The purpose of this report is to present to the Audit Committee for its information, the Draft 2021 -2022 Annual Business Plan, the Draft 2021-2022 Budget and Draft Rating Policy, which have been approved by the Council and released for community consultation.

### BACKGROUND

Pursuant to the provisions contained in Chapters 8, 9 and 10 of the *Local Government Act 1999* (the Act), the Council is required to adopt for each Financial Year, an Annual Business Plan (ABP) and Budget after 31 May and before 31 August.

Part 2 of the Act, “*Annual Business Plans and Budgets*”, requires the Council to consider its budget in conjunction with the Council’s Annual Business Plan and adopt the Budget following adoption of the Annual Business Plan.

Pursuant to Section 123 (3) of the Act, before the Council adopts an Annual Business Plan, the Council must prepare a Draft ABP and release the ABP for community consultation.

At its ordinary Council Meeting held on 3 May 2021, the Council endorsed the Draft 2021-2022 Annual Business Plan and Budget, as contained in **Attachment B**, be released for public consultation.

### RELEVANT POLICIES & STRATEGIC DIRECTIONS

The Council’s Long Term Strategic directions are outlined in the Council’s Strategic Plan, *City Plan 2030 – Shaping our Future*. The Draft 2020-2021 Annual Business Plan and supporting Draft Budget, sets out the proposed services and programs and initiatives for the 2020-2021 Financial Year and explains how the Council intends to finance its continuing services, programs and initiatives which are to be undertaken during the financial year.

The Council’s Long Term Financial Plan (LTFP), is a key document in the Councils Planning Framework. It is the primary financial management tool which links the Councils Strategic Plan, *City Plan 2030 – Shaping our Future*, Whole-of-Life Assets Management Plans, the Annual Business Plan and Budget.

Financial sustainability underpins the Council’s Financial Goals and Outcomes, which are set out in the Long Term Financial Plan. In general terms, financial sustainability is ensuring that the Council has the financial resources to meet the long term service and infrastructure needs of the community, without any sharp increases in rate revenue or cuts in service provision and standards.

The Draft 2021-2022 Annual Business Plan and Budget is developed on the basis of ensuring that it will assist in delivering on the Councils Long Term Strategic direction set out in the Councils Strategic Plan, *City Plan 2030 – Shaping our Future*, meets the Council’s Asset Management principles set out in the respective *Infrastructure and Assets Management Plans* and financial objectives set out in the *LTFP*.

## FINANCIAL AND BUDGET IMPLICATIONS

The 'in-principle' adoption of the Draft 2021-2022 Budget, as presented (based on a 4.35% Rate Revenue increase inclusive of valuation growth 1.95%), will result in an Operating Surplus of \$425,000 (2020-2021: Net Operating Deficit of \$798,000) and a Net Surplus (after Capital Income) of \$4.641 million (2020-2021: \$1.074 million).

It should be noted that the Draft 2021-2022 Budget includes Carried Forwards of \$203,000 for 2020-2021 Operating Projects which are not anticipated to be completed by 30 June 2021 (which will be funded from cash reserves) and the Council's share of the net loss from Joint Ventures of \$201,000. Taking Carry Forward Projects and Joint Ventures into account, the projected underlying Operating Surplus for 2021-2022, based on a 4.35% revenue increase is \$829,000.

## SOCIAL ISSUES

Nil.

## CULTURAL ISSUES

Nil.

## ENVIRONMENTAL ISSUES

Nil.

## RESOURCE ISSUES

Nil.

## RISK MANAGEMENT

The Draft 2021-2022 Budget will be impacted upon by the decisions made by both the Federal and State Governments in handing down their respective budgets. The Federal Government Budget is scheduled to be handed down on 11 May 2021, with the State Budget scheduled to be handed down in June. At the time of writing this report, the date the State Budget is scheduled to be delivered is yet to be confirmed.

The Draft 2021-2022 Budget as presented in this report, is based on the following assumptions:

- that the Financial Assistance Grants, comprising of the General Assistance Grant and the Road Funding Grant, will be provided based on the current funding arrangements of four (4) quarterly instalments, with the value of funding being indexed by 2%;
- Supplementary Road funding to South Australia will not be re-instated;
- State Government Charges, which are set by Legislation, are yet to be indexed;
- no further increase in the Solid Waste Levy beyond the current fee of \$145 per tonnes; and
- no new fees and charges will be introduced.

Any adjustments to the Council's draft Budget arising from either the Federal or State Budgets will be incorporated when the details of these budgets becomes available. Should these assumptions and other decisions upon which the Draft 2021-2022 Budget is based, not eventuate, there is a possibility that the Council will not be in a position to deliver its proposed budgeted Operating result.

Notwithstanding this, the preparation of the Draft 2021-2022 Annual Business Plan and Budget has been prepared to ensure that the Council meets its legislative responsibilities in accordance with the requirements of the *Local Government Act 1999* and the *Local Government (Financial Management) Regulations 2011*.

## COVID-19 IMPLICATIONS

As part of the economic recovery from the COVID-19 pandemic, the State Government released a number of funding programs aimed at stimulating the economy through infrastructure spend. The Council has submitted a number of grant applications to the State Governments *Open Space and People for Places Grant Funding Programs* and *Grassroots Facilities Program*.

The grant funding applications which have been submitted include funding applications for projects that have been endorsed 'in-principle' by the Council and with the project expenditure being included in the draft 2021-2022 Annual Business Plan and Budget, plus funding applications for a number of projects which have not been included within the draft 2021-2022 Annual Business Plan and Budget, as these project will only be undertaken should the grant funding applications be successful.

The value of projects where grant funding applications have been submitted is in the order of \$9.775 million, with \$4.7 million of funding being sought. These projects have been determined based on the potential projects which have been identified in future years of the long Term Financial Plan and Infrastructure and Asset Management Plans. Given the nature of the projects, it is anticipated that project delivery will be undertaken across two (2) financial years, therefore should the Council be successful in securing grant funding for these applications, the net increase to the Councils Draft Capital Program would be between \$2.5 million and \$4.7million.

## CONSULTATION

- **Committee Members**

Mayor Bria, Cr Minney and Cr Stock, have been involved throughout the Budget preparation process and have considered the various components of the Draft Budget and made decisions as appropriate.

- **Community**

The community through community consultation process on the Annual Business Plan will have input into the final form of the Draft Budget. The community consultation period commenced on 10 May 2021 and concludes on 2 June 2021. In addition to written submissions, the community can attend a public meeting which is being held on 2 June 2021, commencing at 7 pm.

- **Staff**

The review of the Operating Expenditure and Special Projects and the Draft Annual Business Plan process has been completed with the involvement of the Chief Executive Officer, General Managers and the various Responsible Officers.

- **Other Agencies**

Nil.

## DISCUSSION

As the State undertakes its economic recovery from the COVID-19 pandemic, the focus in developing the Draft 2021-2022 Annual Business Plan and Budget, has been on ensuring that the Council maintains the service standards for its existing range of services which are aimed at supporting the delivery of the Strategic Objectives outlined in the Councils' Strategic Management Plan *CityPlan 2030* and that those services receive appropriate funding. The Draft 2021-2022 Annual Business Plan and Budget also reflects the principles of the recently adopted *Asset Management Plans* and the *2021-2031 Long Term Financial Plan*.

In addition, as the third tier of government, the Council is supporting the economic recovery by proposing a number of large scale infrastructure projects, which are aimed to be delivered over the next two (2) financial years.

The Draft 2021-2022 Annual Business Plan and Budget is strategically focused, financially responsible and targeted at ensuring that the Council's priorities and operations are appropriately resourced balanced with ensuring that the increases in the annual rates contribution is fair and reasonable given the service level provided.

## Budget Overview

Table 1 below sets out the proposed Operating Surplus of \$425,080, based on a Recurrent Operating Surplus of \$968,054, an Operating Deficit relating to Operating Projects (including 2020-2021 Carry Forwards) of \$482,974 and an additional \$60,000 for additional finance costs associated with borrowings which are required to deliver the strategic projects included within the draft Capital Projects Budget. It should be noted that the Operating Deficit relating to 2021-2022 Projects, incorporates \$362,298 from the Federal Government Roads-to-Recovery Program. While this funding will be utilised to fund a Capital Project, this funding is required to be included when determining the Council's Operating Surplus.

**TABLE 1: 2021-2022 PROPOSED STATEMENT OF COMPREHENSIVE INCOME**

	Recurrent Operating 2021-2022	Carry Forward s 2020- 2021	Operating Projects 2021-2022	Capital Projects 2021-2022	Proposed 2021-2022
	\$	\$	\$	\$	\$
<b>INCOME</b>					
Rates	38,000,567	-	-	-	38,000,567
Statutory charges	1,865,875	-	-	-	1,865,875
User charges	3,910,411	-	-	-	3,910,411
Grants, subsidies and contributions	2,340,869	-	362,298	-	2,703,167
Investment income	110,500	-	-	-	110,500
Other income	497,940	-	-	-	497,940
Net loss joint ventures & associates	2,288	-	-	-	2,288
<b>Total Income</b>	<b>46,728,450</b>	<b>-</b>	<b>362,298</b>	<b>-</b>	<b>47,090,748</b>
<b>EXPENSES</b>					
Employee costs	16,115,712	-	-	-	16,115,712
Materials, contracts & other expenses	18,131,374	203,272	642,000	-	18,953,374
Finance costs	670,000	-	-	60,000	730,000
Depreciation & amortisation	10,640,005	-	-	-	10,640,005
Net loss Joint Ventures & Associates	203,305	-	-	-	200,000
<b>Total Expenses</b>	<b>45,760,396</b>	<b>203,272</b>	<b>642,000</b>	<b>60,000</b>	<b>46,665,668</b>
<b>OPERATING SURPLUS / (DEFICIT)</b>	<b>968,054</b>	<b>(203,272)</b>	<b>(279,702)</b>	<b>(60,000)</b>	<b>425,080</b>
Net gain (loss) on disposal or revaluation of assets	-	-	-	25,000	25,000
Amounts specifically for new or upgraded assets	-	-	-	4,190,707	4,190,707
<b>NET SURPLUS (DEFICIT)</b>	<b>968,054</b>	<b>(203,272)</b>	<b>(279,702)</b>	<b>4,155,707</b>	<b>4,640,787</b>
<b>OTHER COMPREHENSIVE INCOME</b>					
Change in revaluation surplus- infrastructure, property, plant & equipment	-	-	-	2,000,000	2,000,000
<b>Total Other Comprehensive Income</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,000,000</b>	<b>2,000,000</b>
<b>TOTAL COMPREHENSIVE INCOME</b>	<b>968,054</b>	<b>(203,272)</b>	<b>(279,702)</b>	<b>6,155,707</b>	<b>6,640,787</b>

Financial sustainability underpins the Council's Financial Goals and Outcomes which are set out in the Councils LTFFP. In general terms, financial sustainability is ensuring that the Council has the financial resources to meet the long term service and infrastructure needs of the community, without any large rate revenue increases or cuts in service provision and/or standards.

From an operational perspective, financial sustainability is being able to manage the balance between keeping rate revenues increases to a minimum, maintaining existing service standards and expenditure on appropriate new services and necessary major capital investments and initiatives.

To be truly financially sustainable, the Council needs to generate sufficient cash flow from its recurrent operations to meet existing principal loan repayments, spending on renewal works, while having the future financial capacity (i.e. cash reserves to meet future loan servicing) to undertake new investments in the Councils Infrastructure, services and activities.

Pursuant to Section 123 (10) (b) of the *Local Government Act 1999* and the *Local Government (Financial Management) Regulations 2011*, Part 2 Financial Accountability, the budget is required to contain:

- a) a budgeted income statement, balance sheet, statement of changes in equity and statement of cash flows, presented in a manner consistent with the Model Financial Statements; and
- b) a statement as to whether projected operating income is sufficient to meet projected operating expenses for the relevant financial year; and
- c) a summary of operating and capital investment activities presented in a manner consistent with the note in the Model Financial Statements entitled Uniform Presentation of Finances; and
- d) estimates with regard to the Council's Operating Surplus ratio, Asset Sustainability ratio and Net Financial Liabilities ratio presented in a manner consistent with the note in the Model Financial Statements entitled Financial Indicators.

The Financial Statements contained in **Attachment A**, are presented as prescribed in the Model Financial Statements and are based on a 4.35% increase in rate revenue. The Financial Statements also provide comparisons with the 2020-2021 Forecast and the Audited Financial Statements for the past three (3) years. Together, these Statements provide a complete picture of the Councils budgeted financial position for the 2021-2022 Financial year.

### **Budgeted Capital Projects**

the Draft 2021-2022 Capital Budget ("Draft Capital Budget") and resolved to endorse "in-principle", a Draft Capital Budget, which incorporates Capital Projects to the value of \$20.126m million, exclusive of the expenditure required to finalise the 2020-2021 Capital Projects (\$4.9 million) which are not anticipated to be completed by 30 June 2021 and staff costs of \$1.035 million which are capitalised and included in the final asset cost). The Draft Capital Budget expenditure is offset by Capital Funding which incorporates Grant and Other Revenues to the value of \$4.156 million, which will result in a net cost to the Council of \$15.971 million.

The endorsed Capital Projects for 2021-2022 have been broken down into a number of categories as detailed in Table 2 below:

**TABLE 2: CAPITAL PROJECT CATEGORIES**

Capital Project Category	2020-2021 Endorsed Capital Projects \$'000	2020-2021 Grant Funding and Other Revenues \$'000	2020-2021 Net Cost \$'000
<b>Whole-of-Life Capital Works Program (<i>Infrastructure Renewal</i>)</b>			
• Road Resealing	3,762	-	3,762
• Footpath Reconstruction	800	-	800
• Kerbing Reconstruction	1,439	-	1,439
• Traffic Control Devices, Off street Carpark & Paths	709	-	709
• Stormwater Drainage Program	2,646	-	2,646
• Recreation and Open Space Program	1,033	-	1,033
• Building Works Program	1,033	-	1,033
<b>Sub-total</b>	<b>11,422</b>	<b>-</b>	<b>11,422</b>
<b>Recurring Projects</b>	<b>644</b>	<b>145</b>	<b>499</b>
<b>New Capital Projects</b>	<b>8,061</b>	<b>4,071</b>	<b>3,991</b>
<b>2020-2021 New Projects</b>	<b>20,127</b>	<b>4,216</b>	<b>15,911</b>
<b>Carry Forward Projects</b>	<b>4,761</b>	<b>-</b>	<b>4,761</b>
<b>Capitalisation of Salaries</b>	<b>1,035</b>	<b>-</b>	<b>1,035</b>
<b>Total Capital Projects Expenditure</b>	<b>25,920</b>	<b>4,216</b>	<b>21,707</b>

Details of the 2021-2022 New Projects are set out in *Appendix One Key Initiatives & Projects* of the Annual Business Plan which is contained in **Attachment B**.

### Borrowings

Proposed net capital expenditure (exclusive of carry forwards), as detailed in **Attachment B**, is \$16.946 million (inclusive of Roads-to-Recovery project) is proposed to be funded as follows:

- Use of depreciation recovered through rate revenue                      \$10.525 million
- Roads to Recovery Funding    \$ 0.362 million
- Long Term Borrowings    \$ 6.060 million

Capital Projects approved as part of the 2020-2021 Budget that are due to be completed during the 2021-2022 Financial year (i.e. Carry Forward Capital expenditure), will be funded through a combination of cash reserves and previously approved undrawn borrowings.

In determining the level of borrowings required to fund the capital program, consideration has been given to the cashflow requirements and to intergenerational equity between current and future users. Whilst these considerations have formed part of the budget model they will be reviewed and reconsidered before the decision to commit to any borrowings.

## Rating Strategy

The Council's LTFP is based on a series of financial outcomes, with one being Rate Stability, with the overall objective being that "annual rate collections are fair and equitable for our residents and ratepayers with the aim to keep rate revenue increases stable over the medium term". The LTFP has set the target of Rate Revenue increases to be between 3% and 6% each year.

Rate revenue increases need to be reflective of the service level increase to ensure that the Council remains financially sustainable. In considering the increase in service level, the Council needs to take into account not only the increase in operating programs and services but also the increase in service level that emanates from past and proposed capital investment.

To maintain financial sustainability, the Council endorsed, in its *Long Term Financial Plan*, a rate revenue increase, which was based on;

- indexation based on the 10 year average of the LGPI;
- new assessment growth;
- factor for increase in service level from capital investment

Applying these principles, the rate revenue increase for 2021-2022 has been set at 4.35%, and is the basis for the budget set out in Appendix 3 of the Annual Business Plan which is contained in **Attachment B**.

The breakdown of the proposed rate revenue increase is detailed in Table 3 below.

**TABLE 3: BREAKDOWN OF RATE REVENUE INCREASE**

<b>2021-2022 Rating Strategy</b>	
<i>Proposed Rate Revenue Increases</i>	4.35%
New Development Growth	0.6%
<i>Revenue due to New Development</i>	\$219,000
General Valuation Growth	1.35%
<i>Revenue due to General Valuation Growth</i>	\$483,000
Rate Revenue Indexation/Service Level	2.4%
<i>Revenue due to rate revenue indexation</i>	\$855,000
<b>Increase in Rate Revenue</b>	<b>\$1,557,000</b>

A rate revenue increase of 4.35%, as proposed within the Draft Budget, will result in the average rate revenue increase over the past 5 years of 2.75%, which is at the lower end of the Rate Revenue targets set out in the Councils Long Term Financial Plan. For the same period, based on valuation information received to date, the average residential rate increase was 1.87%, with the average Commercial Rate increase of 0.56%.

The average residential property value has increased by 1.2%, to \$682,000 which when compared to the average residential property from 2020-2021, which had a value of \$674,00, this means, based on a rate revenue increase of 4.35%, an average residential rate payer will have an increase of \$54 (3.56%) in the amount of rates payable. The average commercial property value has remained stable at 0.93% to \$968,000. An average commercial property owners will have a \$58 (2.24%) increase in the amount of rates payable for 2021–2022.

As such, from a financial management perspective, the Council has clearly delivered on its financial objective.

## Rating Policy

A review of the Councils' Rating Policy has been undertaken, with particular focus on the eligibility criteria for Rate Capping Rebates. Pursuant to Section 166(1)(l)(ii) of the Act, the Council grants a rebate of General Rates, subject to certain eligibility criteria, to the principal ratepayer of a residential assessment, where that property is the principal place of residence and that the increase in the rates levied is a result of a rapid change in the property value.

For eligible residential ratepayers, the increase in general rates (excluding the Regional Landscape Levy) will be capped at two (2) times the rate revenue increase, subject to certain conditions.

The current eligibility criteria for the automatic rebate is any such increase in property value, in whole or part is not result of:

- (a) development greater than \$30,000 undertaken on the property, or
- (b) a change in land use for rating purposes on the date the Council declared its general rates; or
- (c) a change in the zoning of the land; or
- (d) a change in the ownership of the property since 1 January 2020.

This means that the maximum increase in rates payable will be 8.7% for residential properties where there has been no transfer in ownership or no development in excess of \$30,000.

## Draft Annual Business Plan

To fulfil the requirements of the *Local Government Act 1999* and therefore provide citizens with the opportunity to review and comment on the Council's proposed activities for the 2019-2020 Financial Year and the proposed funding of those activities, the Draft 2021-2022 Annual Business Plan has been prepared and is included in **Attachment B**.

The Draft Annual Business Plan incorporates all of the assumptions detailed within this report and for illustrative purposes only, has factored in an increase in rate revenue of 4.35%. Upon finalisation of the Draft Budget through its "endorsement in principle," the Draft Annual Business Plan was made available for citizens from 10 May 2021.

Following consideration of the submissions by the Council on 16 June 2021, the final 2021-2022 Annual Business Plan will be put forward for adoption, followed by the 2021-2022 Annual Budget at the Council Meeting to be held on 5 July 2021.

## OPTIONS

Nil

## CONCLUSION

Through the adoption of the Long Term Financial Plan, the Council has committed to the attainment of Financial Sustainability. The development of the Annual Budget with reference to the financial targets and outcomes outlined in the LTFP will ensure that the Council continues to move in the right direction to achieve its ultimate goal of Financial Sustainability.

The Draft 2021-2022 Annual Business Plan and Budget as presented in **Attachment B**, will deliver an Operating Surplus of \$425,000 based on a 4.35% increase in Rate Revenue, however, the underlying Operating Result, which excludes 2021-2022 Operating Project carry forwards and Joint ventures, for the provision of the Council's continuing services and programs and new initiatives, is an Operating Deficit of \$829,000.

The Councils financial capacity and its ability to withstand ongoing low rate revenue increases has been reduced by the zero rate increase (excluding new development) in the 2020-2021 financial year and the proposed expanded capital works program in 2021-2022, decisions made by the Council to support the community and the wider economy as it recovers from the COVID-19 pandemic. Decisions regarding the rate increase will have future impacts on the Council's ability to deliver on the financial objectives and targets set out in its Long Term Financial Plan and while the Draft Budget as presented in this report is forecasting an Operating Surplus, the draft Budget, as presented is forecast to deliver a cash deficit of \$1.1million.



The proposed Rating Strategy and the Draft Budget as presented in this report, is based on sound financial management principles, which will deliver the Council's Strategic Outcomes in a sustainable and equitable manner, for both today's and future ratepayers.

#### **COMMENTS**

If Committee Members have any questions or require clarification in relation to specific budget items, and/or any issues raised in this report, do not hesitate to contact the General Manager, Corporate Services, Sharon Perkins on 8366 4585, prior to the meeting.

#### **RECOMMENDATION**

It is recommended that the report be received and noted.

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*Ms Brigid O'Neill moved:*

1. *That the Audit Committee impresses on the Council, the need to maintain the proposed rate revenue increase at no less than 4.35% for the 2021-2022 financial year.*
2. *That the Council give serious consideration to the identification of Capital Projects that could be deferred to future years in order to improve the cash flow position for the 2021-2022 financial year.*

*Seconded by Ms Sandra Di Blasio and carried unanimously.*

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## 6.2 2020-2021 THIRD BUDGET REVIEW

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**REPORT AUTHOR:** Financial Services Manager  
**GENERAL MANAGER:** General Manager, Corporate Services  
**CONTACT NUMBER:** 8366 4585  
**FILE REFERENCE:** q63320/A155827  
**ATTACHMENTS:** A

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### PURPOSE OF REPORT

The purpose of this report is to provide the Audit Committee with a summary of the forecast Budget position for the year ended 30 June 2021, following the Third Budget Review. The forecast is based on the year-to-date February 2021 results.

### BACKGROUND

Pursuant to Section 123 (13) of the *Local Government Act 1999*, the Council must, as required by the Regulations reconsider its annual business plan or its budget during the course of a financial year and, if necessary or appropriate, make any revisions.

The Budget Reporting Framework set out in Regulation 9 of the *Local Government (Financial Management) Regulations 2011* ("the Regulations") comprises two (2) types of reports, namely:

1. the Budget Update; and
2. the Mid-year Budget Review.

#### Budget Update

The Budget Update Report sets out the revised forecast of the Council's Operating and Capital investment activities compared with the estimates for those activities set out in the Adopted Budget. The Budget Update is required to be presented in a manner consistent with the note in the Model Financial Statements entitled *Uniform Presentation of Finances*.

The Budget Update Report must be considered by the Council at least twice per year between 30 September and 31 May (both dates inclusive) in the relevant financial year, with at least one (1) Budget Update Report being considered by the Council prior to consideration of the Mid-Year Budget Review Report.

The Regulations requires a Budget Update Report to include a revised forecast of the Council's operating and capital investment activities compared with estimates set out in the Adopted Budget, however it is recommended by the Local Government Association that the Budget Update Report should also include at a summary level:

- the year-to- date result;
- any variances sought to the Adopted Budget or the most recent Revised Budget for the financial year; and
- a revised end of year forecast for the financial year.

#### Mid-Year Review

The Mid-Year Budget Review must be considered by the Council between 30 November and 15 March (inclusive) in the relevant financial year. The Mid-Year Budget Review Report sets out a revised forecast of each item shown in its Budgeted Financial Statements compared with estimates set out in the Adopted Budget presented in a manner consistent with the Model Financial Statements. The Mid-Year Budget Review Report must also include revised forecasts for the relevant financial year of the Council's Operating Surplus Ratio, Net Financial Liabilities Ratio and Asset Sustainability Ratio compared with estimates set out in the budget presented in a manner consistent with the note in the Model Financial Statements entitled

### *Financial Indicators.*

The Mid-year Budget Review is a comprehensive review of the Council's Budget and includes the four principal financial statements, as required by the Model Financial Statement, detailing:

- the year to date result;
- any variances sought to the Adopted Budget; and
- a revised full year forecast of each item in the budgeted financial statements compared with estimates set out in the Adopted budget.

The Mid-year Budget Review Report should also include information detailing the revised forecasts of financial indicators compared with targets established in the Adopted Budget and a summary report of operating and capital activities consistent with the note in the Model Financial Statements entitled *Uniform Presentation of Finances*.

### **RELEVANT STRATEGIC DIRECTIONS & POLICIES**

The Council's Long Term Strategic directions are set out in *City Plan 2030 – Shaping our Future*. The Council's Long Term Financial Plan (LTFP), is a key document in the Councils Planning Framework. It is the primary financial management tool which links the Council's Strategic Plan, *City Plan 2030 – Shaping our Future*, Whole-of-Life Assets Management Plans, the Annual Business Plan and Budget.

The *2020-2021 Annual Business Plan* and Budget, sets out the proposed services, programs and initiatives for the 2020-2021 Financial Year and explains how the Council intends to finance its continuing services, programs and initiatives which are to be undertaken during the financial year. The 2020-2021 Adopted Budget estimated an Operating Deficit of \$798,455. The Operating Deficit was decreased as part of the Mid-Year Budget Review to \$651,547.

### **FINANCIAL AND BUDGET IMPLICATIONS**

The Third Budget Review, provides the opportunity to reflect any changes in projections based on the actual year-to-date results to February 2021 and forecast the 2020-2021 Operating result.

Details of material movements in the forecast from the Adopted Budget are contained in the Discussion section of this Report.

### **EXTERNAL ECONOMIC IMPLICATIONS**

This report provides information on the planned financial performance of the Council for the year ended 30 June 2021 and has no direct external economic impacts.

### **SOCIAL ISSUES**

Not Applicable.

### **CULTURAL ISSUES**

Not Applicable.

### **ENVIRONMENTAL ISSUES**

Not Applicable.

### **RESOURCE ISSUES**

Not Applicable.

## RISK MANAGEMENT

There are no risk management issues arising from this issue. All documents have been prepared in accordance with the statutory requirements.

## COVID-19 IMPLICATIONS

As Committee Members are aware, the development of the 2020-2021 Budget, was undertaken during an unprecedented time where the on-going health, social and economic impacts of the COVID-19 Pandemic were relatively unknown and the future impacts of the physical distancing measures introduced to address the health impacts remained uncertain and were changing rapidly.

For the period ended March 2021, the Council has spent \$185,000 on its response to the COVID-19 pandemic. This covers additional cleaning services across all Council facilities and the purchase of materials to ensure that appropriate physical distancing and other protective measure are in place to assure both staff and users of Council Services.

## CONSULTATION

- **Committee Members**  
Mayor Bria, Cr Minney and Cr Stock, as Elected Members, have considered the issues at the Council Meeting held on 3 May 2021, when the Council endorsed the Third Budget Update.
- **Community**  
Not Applicable.
- **Staff**  
Responsible Officers and General Managers.
- **Other Agencies**  
Not Applicable.

## DISCUSSION

### Budget Review

The 2020-2021 Adopted Operating Budget, projected an Operating Deficit of \$798,455. At the Council meeting held on 1 March 2021, the Council endorsed the Mid-Year Budget Update, which reported a forecast Operating Deficit of \$651,547.

Following the Third Budget Review, the Operating Deficit has decreased to \$168,575.

The material movements in the components that make up the Operating Surplus following the Third Budget Review are detailed below.

### A. Recurrent Operating Budget

As a result of the Third Budget Update, the Recurrent Operating Surplus is increased to \$781,609, an increase of \$279,700 on the Recurrent Operating Budget Surplus of \$501,909 reported at the Mid-Year Budget Review.

The major reasons for the movement in Operating Surplus are detailed in Table 1.

**TABLE 1: MAJOR VARIANCES IN RECURRENT OPERATING BUDGET – THIRD BUDGET REVIEW**

	Favourable/ (Unfavourable) \$
Employee expenses has been reduced to reflect the vacant positions that are not anticipated to be filled by 30 June 2021.	200,000
Following a review of the cash position, it is anticipated that no new long term borrowings will be drawn down prior to 30 June 2021, therefore, finance cost has been reduced to reflect interest payable on existing loans.	130,000
To date, there are a number of minor favourable variances across a broad range of account lines. The year-to-date variances have been taken as a permanent savings.	100,000
An increase in legal expenses to reflect the actual spend on legal proceedings relating to the scramble crossing at the intersection of the Parade and George Street, Norwood.	(150,000)
This spend, to the end of March 2021, is split between the Chapley's and 166 The Parade (Coles) Judicial Review against the Council and the Department of Infrastructure & Transport (\$112,500) and the Councils Judicial Review (\$35,000).	

## B. Operating Projects

The Adopted Budget includes an estimate of operating project expenditure for the year under review and;

- previously approved and carried forward projects from the prior budget years; less
- an allowance for current year approved projects projected to be carried forward to subsequent budget years.

Carried Forward estimates (from prior financial years) are reviewed upon finalisation of the Annual Financial Statements. Additional expenditure required for non-completed Operating Projects at the end of the Financial Year, is incorporated in the Budget as part of First Budget Update.

Taking into account the Carried Forward Operating Project expenditure and new projects which have been endorsed by the Council, the 2020-2021 Adopted Operating Projects Budget forecast a cost to the Council of \$1.597 million.

Carried Forward Operating Project Expenditure was estimated as part of the Adopted Budget to be \$0.338 million. Following the First Budget Update, the value of carried forward expenditure is \$0.604 million. The increase in the Carried Forward Budget, is due to projects not progressing as anticipated or the commencement of some projects being deferred.

The Mid-Year Budget Update forecast the cost of Operating Projects to be \$1.737 million. The Third Budget Update is estimating that the cost of Operating Projects to be \$1.533 million, with a decrease of \$0.203 million. The reduction reflects the operating projects not expected to be finalised by 30 June 2021.

The Operating Projects, and expenditure not expected to be incurred in the 2020-2021 is detailed in Table 2 below.

**TABLE 2: OPERATING PROJECTS NOT EXPECTED TO BE COMPLETED IN 2020-2021**

SERVICE INITIATIVE	\$
<i>The Parade &amp; George Street Scramble Crossing</i> is currently suspended due to legal proceedings.	83,272
Feasibility Assessment of Additional Level on the Webbe Street Parking.	50,000
Development of the <i>Tree Management Policy &amp; Strategy</i> and the <i>People Place &amp; Activity Strategy</i> has commenced, however community consultation is not anticipated to be finalised by 30 June 2021. Budget allocation relates to cost associate with consultation, and documentation finalisation.	50,000
The project of <i>Age Friendly Wayfinding Strategy</i> has commenced, however the installation of signage may be delayed to early 2021-2020 Financial Year	20,000
<b>TOTAL OPERATING PROJECTS NOT EXPECTED TO BE INCURRED IN THE 2020-2021</b>	<b>203,272</b>

### C. Capital Projects

The Council adopted a Capital Budget of \$19.936 million for 2020-2021, which comprised funding allocations for New Capital Projects involving new or the upgrading of existing assets (\$4.127 million), the renewal/replacement of existing assets (\$10.146 million) and Carried Forward Projects from 2019-2020 (\$5.457million).

The Mid-Year Budget Update forecast the cost of Capital Projects to be \$22.787 million. Following the Third Budget Update, the Capital Project expenditure is forecast to decrease to \$17,861 million, a reduction of \$4.927 million. The budget variations identified in the Third Budget Review are detailed in Table 3 below:

**TABLE 3: MAJOR VARIANCES IN CAPITAL PROJECT BUDGET – THIRD BUDGET REVIEW**

Capital Project	Increase/ (Decrease) \$
The reconstruction of Dequetteville Terrace Footpath, which was scheduled to be undertaken this financial year, has been deferred 2023 due to a multi-story development proposed by Chasescrown to be undertaken at this location. Works will be undertaken following the completion of the property redevelopment and in line with the <i>Kent Town Design Framework</i> .	(165,000)
A number of Capital Projects are not anticipated to be completed by June 30 2021 and are required to be carried forward to 2021-2022. The full list of projects being carried forward are detailed in Table 4.	(4,761,407)

**TABLE 4: CAPITAL PROJECTS NOT EXPECTED TO BE COMPLETED IN 2020-2021**

<b>Capital Project</b>	<b>\$</b>
The construction of Second Creek Outlet Upgrade has commenced, with works expected to be completed by September 2021.	950,000
George Street Upgrade and Scramble Crossing has been deferred due to the legal proceedings associated with the scramble crossing at the intersection of The Parade and George Street. Notwithstanding this, the preparation of detail design and construction documentation will commence in the next few weeks.	810,000
The drainage works on the Third Creek require the Council to establish an easement across private properties. The works will not commence until negotiations with the impacted property owners is finalised.	700,000
Drainage Infrastructure Works:	718,862
<ul style="list-style-type: none"> <li>• Trinity Valley Drainage Design (\$418,682) – the project was delayed due to the Melbourne COVID-19 lockdown;</li> <li>• The Parade West (\$300,000) – the location of works is adjacent to Prince Alfred College and to minimise the impact on the school traffic the work is scheduled to be undertaken during July school holidays</li> </ul>	
Works has commenced on the detailed design for the following projects however, the documentation is not anticipated to be finalised prior to 30 June 2021:	335,000
<ul style="list-style-type: none"> <li>• \$150,000 for the Parade Master Plan;</li> <li>• \$150,000 for Burchell Reserve Upgrade;</li> <li>• \$35,000 for St Peters Street Upgrade</li> </ul>	
The Parade Median Streetscape Upgrade –works are being aligned with The Parade Master Plan and DIT works.	300,000
Stephen Street (Norwood) Improvements – commencement of works is dependent on the completion of the private development (Norwood Green).	250,000
The Parade West Streetscape Upgrade Kent Town – this project has been adversely impacted due to unforeseen stormwater drainage works which are required to be completed prior to the streetscape works.	163,000
Major Public Art Funding Program –the artwork scheduled to be installed during the 2021-2022 Financial Year	146,762
Norwood Library Strategic Review & Concept Plan – preliminary investigation has commenced, however final concepts are not anticipated to be delivered prior to 30 June 2021 as these concepts are now integrated with the proposed upgrade of the Norwood Concert Hall.	100,000
Commencement of the following two (2) Master Plans have been deferred to 2021 – 2022 Financial Year, as the projects have been reprioritised as part of the recently endorsed Long Term Financial Plan:	85,000
<ul style="list-style-type: none"> <li>• \$50,000 for Adey Reserve Master Plan;</li> <li>• \$35,000 for Hannaford Reserve Master Plan.</li> </ul>	
Recreation & Open Space Infrastructure Work:	81,548
<ul style="list-style-type: none"> <li>• \$55,000 for Osmond Terrace Median Landscaping (Cannon);</li> <li>• \$26,548 for Protuberance Garden Beds along Osmond Terrace footpaths (Irrigation).</li> </ul>	
Standby Power for St Peters Library, has been deferred as solar options are now being investigated.	78,550
Private Laneway:	30,650
<ul style="list-style-type: none"> <li>• \$15,050 for Rosemont Lane Design;</li> <li>• \$15,600 for Salisbury Design.</li> </ul>	
Authority Version Upgrade –Online Leave Work Patterns.	12,035
<b>TOTAL CAPITAL PROJECTS NOT EXPECTED TO BE INCURRED IN THE 2020-2021</b>	<b>4,761,407</b>

The revised Budgeted Financial Statements and Financial Indicators as a result of the Third Budget Update are included in **Attachment A**.

**OPTIONS**

Not Applicable.

**CONCLUSION**

Nil

**COMMENTS**

Nil

**RECOMMENDATION**

That the Third Budget Update Report be received and noted.

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*Mayor Bria moved:*

*That the Third Budget Update Report be received and noted.*

*Seconded by Cr Stock and carried unanimously.*



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**6.3 BORROWING & INVESTMENT PERFORMANCE FORECAST FOR YEAR ENDED 30 JUNE 2021**

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**REPORT AUTHOR:** Accountant  
**GENERAL MANAGER:** General Manager, Corporate Services  
**CONTACT NUMBER:** 8366 4585  
**FILE REFERENCE:** qA155792  
**ATTACHMENTS:** A

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**PURPOSE OF REPORT**

The purpose of this report is to provide the Audit Committee with information on the management of the Councils' borrowings and investment performance, for the year ended 30 June 2021.

**BACKGROUND**

Pursuant to Section 140 of the *Local Government Act 1999* (the Act), the Council is required, at least once in each year, to review the performance (individually and as a whole) of its investments.

This report provides a summary of the outstanding debenture loans as at 30 June 2021, together with the outcome of the Councils investment performance.

**RELEVANT STRATEGIC DIRECTIONS & POLICIES**

The Council's *Treasury Management Policy* which was adopted by the Council on 2 March 2020, requires a Treasury Management performance report to be presented to the Audit Committee, at least annually.

**FINANCIAL AND BUDGET IMPLICATIONS**

The financial implications arising from this report, relate to the Councils ability to meet loan instalment payments inclusive of interest when they fall due.

Through its annual budget process, the Council ensures that sufficient cash flow is maintained to service its financing obligations.

**EXTERNAL ECONOMIC IMPLICATIONS**

Nil.

**SOCIAL ISSUES**

Nil.

**CULTURAL ISSUES**

Nil.

**ENVIRONMENTAL ISSUES**

Nil.

**RESOURCE ISSUES**

Nil.

**RISK MANAGEMENT**

The risk management issues relate to the Councils ability to meet loan instalment payments when they fall due. This risk is minimised by the Annual Budget process which recognises the timing of cash requirements and the revenue required to manage the Councils operations.

## CONSULTATION

- **Committee Members**  
Not Applicable.
- **Community**  
Not Applicable.
- **Staff**  
Nil.
- **Other Agencies**  
Not Applicable.

## DISCUSSION

### Borrowings

Pursuant to Section 134 of the *Local Government Act 1999*, the Council can enter into financial arrangements as deemed appropriate by the Council, to borrow monies to fund recurrent operations and capital expenditure requirements.

The Council's policy is to borrow on a fixed interest basis for the term of the loan to fund Capital Projects. To minimise future financing costs, the current funding strategy is to utilise surplus funds in the first instance, with short-term funding needs being met through the utilisation of the Cash Advance Drawdown (CAD) facility held with the Local Government Financing Authority (LGFA).

As at 30 June 2021, the balance of outstanding borrowings is forecast to be \$10.3 million. The balance comprises five (5) active fixed interest rate loans. The Council has approved loan borrowings to the value of \$20.4 million which are yet to be drawn down. In addition, the Council has two (2) Cash Advance Drawdown (CAD) variable rate facility, held with the Local Government Financing Authority. Due to Covid-19, LGFA offered the Council a discounted convertible cash advance debenture loan facility where the interest rate is 0.75% off of the current standard variable interest rate of 2.05%. This discounted facility is a completely new facility and is effective for three (3) years from the date of drawdown. This facility will expire by 17 August 2023.

The active fixed interest loans have been provided by the Local Government Financing Authority. The loan terms range from fifteen (15) years to twenty (20) years, with the respective interest rates varying between 2.4% pa and 6.77% pa.

A listing of the Council's active loans is contained in **Attachment A**.

From 1 May 2020 to 30 April 2021, there was one (1) finalised loans. Debenture 17 matured on 15 November 2020 and was taken out in 2005 for the purposes of undertake 2010-2011 Infrastructure Work. The total principal payments and interest payments were \$3 million and \$1.117 million respectively. Debenture 13, which was taken out to fund 2005-2006 infrastructure works is due to mature on 15 June 2021. The total principal payments and interest payments were \$4.185 million and \$2.526million respectively.

Given the current cash reserves and projected timing of the capital expenditure, it is not anticipated that other Long Term Borrowings will be required before 30 June 2021, however there may be a need to draw down on the CAD facility to cover cash needs between June 2021 and the first quarter rates payments, which are due in September 2021.

Principal repayments made on long term active loans for the year to 30 June 2021, are forecast to be \$1.5 million.

The details of the movement in the loan balances are contained in **Attachment A**.

**Investments**

Pursuant to Section 139 of the *Local Government Act 1999*, the Council can invest monies under its control.

The Council's *Treasury Management Policy* allows for surplus funds which cannot be applied to reduce existing borrowings to be invested. Surplus funds are to be invested either:

- a. "At Call" with the Local Government Finance Authority; or
- b. fixed term investment products, where the term of the investment does not exceed a point in time where the funds could be applied to defer new borrowings or reduce existing borrowings.

For the 2020-2021 financial year, surplus funds are invested "At Call" with the Local Government Finance Authority. The balance of funds invested at 30 April 2021 was \$4.159 million. Interest earned on funds which have been invested, was \$17,092.

In addition to the 'At Call' account, the Council manages the 'St Peters RSL Trust Account'. The balance of Trust Account at 30 April 2021 was \$42,495. Interest earned to 30 April 2021 was \$156.

**OPTIONS**

Not Applicable.

**CONCLUSION**

Nil.

**COMMENTS**

Nil.

**RECOMMENDATION**

That Borrowing and Investment Report be recommended to the Council for endorsement.

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*Cr Stock moved:*

*That Borrowing and Investment Report be recommended to the Council for endorsement.*

*Seconded by Ms Brigid O'Neill and carried unanimously.*

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## 6.4 GOVERNANCE ARRANGEMENTS – REGIONAL SUBSIDIARIES

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**REPORT AUTHOR:** General Manager, Corporate Services  
**GENERAL MANAGER:** Chief Executive Officer  
**CONTACT NUMBER:** 8366 4585  
**FILE REFERENCE:** qA63320  
**ATTACHMENTS:** A - D

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### PURPOSE OF REPORT

The purpose of this report is to provide the Audit Committee with a record of information which has been provided to the Council since the last meeting.

### BACKGROUND

At the Audit Committee meeting held on 21 January 2010, it was resolved:

*“That reports be prepared by the General Managers responsible for each Regional Subsidiary on any matters of concern within the Subsidiary, for consideration by the Audit Committee in lieu of the distribution of minutes etc.”*

### RELEVANT STRATEGIC DIRECTIONS & POLICIES

Not Applicable.

### FINANCIAL AND BUDGET IMPLICATIONS

The emphasis of this report is to provide the Audit Committee an overview of the Draft 2021-2022 Budgets of the Council’s Regional subsidiaries which have been considered the Council.

The Councils Draft 2021-2022 Budget includes the respective cost of services which are delivered on behalf of the Council by the respective Regional Subsidiary and the Council’s share of the respective Regional Subsidiary operating result.

The Budget implications are discussed in the Discussion section of this report

### EXTERNAL ECONOMIC IMPLICATIONS

Not Applicable.

### SOCIAL ISSUES

Not Applicable.

### CULTURAL ISSUES

Not Applicable.

### ENVIRONMENTAL ISSUES

Not Applicable.

### RESOURCE ISSUES

There are no resource issues arising from this report.

## RISK MANAGEMENT

There are no risk management issues arising from this report.

## CONSULTATION

- **Committee Members**  
Cr Minney is a Board member of ERA Water and Highbury Landfill Authority. Cr Mike Stock is a Board member of East Waste. Ms Brigid O'Neill is a member of the Audit Committee of ERA Water. Ms Sandra DiBlasio is a member of the Audit Committee of East Waste.
- **Community**  
Not applicable.
- **Staff**  
Chief Executive Officer
- General Manager, Urban Services.  
General Manager, Urban Planning and Environment.
- **Other Agencies**  
Not Applicable.

## DISCUSSION

### Eastern Health Authority (EHA)

EHA have advised that the key priorities for the Authority for the 2021-2022 Financial year include:

- implementation of the Regional Public Health Plan, '*Better Living, Better Health*' as it applies to EHA;
- continuing to undertake the necessary public health functions on behalf of Constituent Councils to protect the health and well-being of the community during the COVID-19 Pandemic. Other COVID-19 priorities include:
  - the participation in Local Government COVID-19 meetings and forums to ensure consistency of approach in relation to public health and operational matters;
  - review of the Business Continuity Plan in light of the COVID-19 Pandemic; and
  - ensure operational activities (inspections, investigations, immunisation services etc.) are undertaken in line with required social distancing and hygiene measures to protect EHA employees and the community.
- promotion of EHA's online immunisation appointment booking system;
- conduct immunisation surveys to gain client feedback for use in development of the 2021 Clinic Immunisation Timetable;
- implement improvements to the recalls and reminders for overdue immunisation clients; and
- undertake the organisation service review which considers the current scope and delivery of public and environmental health services by EHA to its Constituent Councils.

While the Authority's Charter does not require the Constituent Councils to endorse the Draft Budget, by virtue of the endorsement of the Business Plan, the Council is also ostensibly endorsing the EHA Draft Budget.

EHA's main source of income to fund its operations is contributions from its Constituent Councils. To deliver the Annual Business Plan, EHA requires contributions of \$1,828,263 (which equates to a 2.1% or \$33,589 increase on 2020-2021) to fund the operational expenditure, with the respective Councils contribution being based on the weighted activities across nine (9) categories which are detailed in **Table 1** below.

**TABLE 1: ACTIVITY WEIGHTING**

Activity Description	Activity Weighting	NPSP Share
Administration	12.5%	2.5%
Number of Food Premises	35.00%	13.08%
Swimming Pools	2.00%	0.60%
Cooling Towers	6.50%	2.24%
Supported Residential Facilities	6.50%	1.30%
Environmental Health Complaints	7.00%	2.08%
Hairdresser/Beauty	6.50%	2.44%
Year 8/10/11 Enrolments (Vaccinations)	15.00%	4.68%
Average Number of Clients Receiving Vaccinations	15.00%	4.60%

It should be noted that the Council's ownership share of EHA has decreased from 32.74% to 31.27%, a decrease of 2.48%, driven by a reduction in proportion of environmental health complaints and school enrolment numbers.

As a receiver of services from EHA, the Council's Draft 2021-2022 Budget includes a funding allocation for the provision of environmental health services of \$571,786 for its share the operational service review. Given that EHA are forecasting a break even operating result, the Council's draft 2021-2022 Budget does not need to be adjusted to include this Council's share of the EHA Operating result. A copy of the Authority's draft Annual Business Plan and Budget is contained in **Attachment A**.

### East Waste

The East Waste Draft 2020-2021 Budget has been developed based on a Common Fleet Costing methodology, with Common Fleet Costs, which predominately relate to collection costs, being charged to Constituent Councils based on the cost to undertake the collection of each Council's waste streams. The allocation of the Common Fleet Costs is based on the GPS System utilised by East Waste.

In addition, where Constituent Councils utilise East Waste for other services such as Contract Management Services (Disposal and Resource processing) and Waste Bin Maintenance, these services are on charged to Councils at cost.

The Draft 2021-2022 Budget is reporting an Operating Surplus of \$16,000. The Council's share of the draft Operating Surplus is \$2,288, which is based on an ownership share of the Authority of 14.3%.

The Authority's collection costs have increased by 2.35% on the 2020-2021 Budget, however for this Council, the collection cost has increased by 7.8%, which is significantly higher than the overall increase in the East Waste collection costs. East Waste have advised that the higher than average increase for our Council is due to two key factors, these being:

- A new charge for the collection of waste bins in narrow streets (\$60,000). East Waste has advised that without permanent parking controls within the narrow streets which allow ease of access for the Waste Collection trucks it is no longer feasible, logistically or reputationally, to continue with the existing collection practices. However, it should be noted that to date, East Waste has yet to articulate the basis upon which the new charge has been calculated.
- An increase in Organics collections, which has contributed to an increase in the common fleet collection percentage, from 16.52% to 16.93% for the current financial year.

The Council's Draft Waste Management Budget, reflects a proposed Common Fleet fee of \$2.204 million (2020-2021 \$2.098 million) to be charged for the collection of this Councils waste streams, which include Domestic waste, Green Organics, Recyclables, Public Litter Bins, Illegal Dumping and pre-booked Hard Rubbish Collection. The year-on-year increase in the Common Fleet Cost is 5.42%, which is made up of the Council share of the increased common fleet costs (\$44,880), offset by a slight reduction in the Council's share of Common Fleet Costs from 16.6% to 16.5% (\$46,302)

While the East Waste Budget includes income from disposal costs, the disposal charges are a “pass through” cost from East Waste to each Constituent Council; as such the Council’s proposed budget for the disposal of the Council’s streams is based on the Council’s estimate of waste which is collected and processed as opposed to the East Waste estimates.

The East Waste Draft 2021-2022 Annual Plan is contained in **Attachment B**.

### **ERA Water**

The Draft Budget assumes that 305ML of water will be sold in the 2020-2021 Financial year, with the first 205ML of the available water, being sold to the Constituents Councils on a take or pay basis and the balance (91.5ML) being made available for third parties. The water sold to Constituent Councils will be priced at the SA Water price, which is forecast at \$2.85/kl. Forecast income from Constituent Councils is in the order of \$594,000. It should be noted that due to the take or pay basis, Constituent Council pre-pay their respective water allocations in July.

The third party water sales, are assumed to be made at 85% of the SA Water price, with the income forecast at \$261,000 and represent 30% of total water sales for 2021-2022.

Operating costs are forecast to be \$642,000 which includes Employee Expenses of \$250,000. Fixed Operating costs of \$123,000 and other variable operating costs of \$269,000 to operate and maintain the Scheme. The Scheme’s operational costs include mechanical and electrical operations and maintenance support provided by an external contractor, licence fees, water testing, utilities costs and administration costs such as insurances, audit fees and general administrative costs.

The ERA Water Draft 2021-2022 Budget includes Capital Expenditure of \$150,000, which includes \$100,000 to support additional connections to external customers, and \$50,000 as a general provision for capital works.

The Draft 2021-2022 Budget is forecasting an Operating Deficit of \$600,000. This Councils share of the Operating Deficit, which will be required to be included in the Councils 2021-2022 Budget is \$200,000. While ERA Water is budgeting for an Operating Deficit, ERA Water has sufficient access to cash to fund the expenditure shortfall and therefore, there will be no capital contributions required to be made by the Constituent Councils.

The Draft Budget includes water sales to this Council of \$217,440, which is based on water consumption of 76.67ML. The Council’s Draft 2021-2022 Budget include a budget estimate of \$366,000, which includes water sourced from SA Water and ERA Water for the Councils reserves, parks, medians and sporting grounds.

A copy of the Draft Budget is contained in **Attachment C**.

### **Highbury Landfill Authority**

The Draft Budget includes expenditure items associated with the post-closure requirements which include:

- monthly monitoring of landfill gas and annual monitoring of ground water across the landfill site;
- site maintenance, which includes ongoing maintenance for fire control, fencing and access track maintenance; and
- administration costs such as insurance, utilities, Council rates and general administration of the Authority.

The Authority is required to oversee the management of the site until a steady state of conditions in respect to the gas emissions is maintained, which could be more than 25 years.

The Post Closure Provision, relates to anticipated future liability to manage the post closure of the landfill.

The Authority will require a Capital Contribution of \$200,000 from the Constituent Councils to fund the Post-Closure Provision expenditure, which includes monitoring and site maintenance costs. This Council's share of the Capital Contribution is \$80,714.

The Council's Draft Budget will also incorporate the Councils Share (40.4%) of the Authority's projected Operating Deficit of \$8,264 with this Council's share of the deficit being \$3,305.

A copy of the Draft Budget is contained in **Attachment D**.

#### **OPTIONS**

Nil.

#### **CONCLUSION**

Nil.

#### **COMMENTS**

Nil.

#### **RECOMMENDATION**

That the report be received and noted.

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*Ms Brigid O'Neill moved:*

*That the report be received and noted.*

*Seconded by Mayor Bria and carried unanimously.*



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## 6.5 CYBER SECURITY REVIEW

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**REPORT AUTHOR:** Project Manager, ICT Solutions  
**GENERAL MANAGER:** General Manager, Corporate Service  
**CONTACT NUMBER:** 8366 4510  
**FILE REFERENCE:** qA69707/A121719  
**ATTACHMENTS:** Nil

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### PURPOSE OF REPORT

The purpose of this report is to provide the Audit Committee with the requests of a review which examined the arrangements established by the Council to manage cyber security.

### BACKGROUND

Information and Communications Technology (ICT) systems play an important role in the day-to-day operations of a Council. Cyber security is the practice of protecting networks, computer systems and data from unauthorised access or malicious attack.

Due to the operational and personal nature of the information collected and controlled by the Council, cyber security is an important inherent risk that must be effectively managed. Robust cyber security controls are critical for Councils in the delivery of its commitment to protect its community, employees and operations from cyber threats.

Avoiding disruption to operations from security threats such as ransomware, maintaining the integrity of operational ICT systems and protecting personal information and commercial data are vital to the Council in delivering its services securely and maintaining the public's trust. As the community demands greater connectivity and more personalised interactions, cyber security is no longer just nice to have – it is expected.

### RELEVANT STRATEGIC DIRECTIONS & POLICIES

Not Applicable.

### FINANCIAL AND BUDGET IMPLICATIONS

The opportunities for improvements recommended within in this report may have financial and budget implications, which will be assessed as part of the implementation of the proposed solution. Where additional funding is required, the request for funds will be presented as part of the standard budget reviews.

### EXTERNAL ECONOMIC IMPLICATIONS

Nil.

### SOCIAL ISSUES

Nil.

### CULTURAL ISSUES

Nil.

### ENVIRONMENTAL ISSUES

Nil.

### RESOURCE ISSUES

Implementation of recommended improvements is managed by existing staff.

## RISK MANAGEMENT

Nil

## CONSULTATION

- **Committee Members**  
Not Applicable.
- **Community**  
Not Applicable.
- **Staff**  
Manager, Information Services.
- **Other Agencies**  
Not Applicable.

## DISCUSSION

The Auditor-Generals Department (AGD) recently undertook an 'Examination of Cyber Security' at the City of Prospect, the Port Augusta City Council and the City of Port Adelaide Enfield. The objective of the examination was to assess the effectiveness of the respective Councils' Cyber Security environment.

In each review, the Auditor General sought to understand the cyber maturity of the Council's ICT environment and to examine whether it effectively managed its ICT resources through appropriate internal controls. These controls are needed to mitigate the cyber security and technology risks within the Council.

Local Government does not have in place any mandatory cyber security arrangements, such as ICT Control Frameworks or Standards, however as best practice, individual Councils should develop and have in place ICT control policies and procedures outlining the minimum controls.

The AGD consider key references for examining the effectiveness of cyber security are:

- the South Australian Cyber Security Framework; and
- guides developed by the Commonwealth Government's Australian Signals Directorate (ASD).

The review undertaken examined whether each Council had established and adhered to appropriate processes and structures for managing cyber security across the four (4) key areas, these being:

- security governance;
- system security;
- change management; and
- back-up operations and disaster recovery.

The AGD review also involved a vulnerability assessment of the Council's external facing website and any associated webserver(s).

At each Council that was examined, the AGD concluded that '*important control elements to mitigate cyber security and technology risks were not operating effectively*'.

While the findings were specific to the individual Councils that were examined, the following items were found to be common to all three (3) Councils:

- gaps in or insufficient coverage of cyber security related policies, procedures and standards;
- no formal ICT risk register or appropriate reporting on risks;
- insufficient management of risks and contracts over third party service providers;
- weaknesses in password controls and privileged access management practices;
- insufficient user access management practices or reviews;
- lack of or gaps in cyber security user awareness training;
- gaps in or insufficient change management controls;
- insufficient security patches and overall patch management;
- unsupported software still in use (i.e. older operating systems or software components); and
- no ongoing review or assurance over ICT controls.

Other significant findings, included:

- insufficient end user device security;
- gaps in, or no evidence of back-up and disaster recovery plans and associated testing of such plans;
- web applications using vulnerable software libraries;
- some web based documents require greater security controls; and
- information security incident response plans not established.

Following the release of the Auditor-General's report and using the combined reports as a guide, the Council's Manager, Information Services and the Project Manager, ICT Solutions, undertook a self-assessment of the Council's own effectiveness in mitigating cyber security and technology risks.

The review focussed on the following practices, broken down into the same four key areas used in the AGD reports. Where a practice should be improved further details are provided in the Improvements section.

### **Security Governance**

- Cyber Security Policy

The Council does have in place Information Management policies and guidelines which address IT security however, the Council does not have a specific Cyber Security policy or strategy.

- ICT Risk Register

While the Council has in place an Information Security Committee (ISC) which reviews information security incidents and recommend improvements to mitigate against future incidents are tracked, there is no formal ICT risk register monitored by the ISC.

- Maintaining Information Security Awareness

Security Awareness training has been undertaken and participation tracked in the past, however this is not part of a regular Corporate Training or refresher Program. Cyber Security awareness is however, included as part of the IT induction program for new employees. One-on-one training has been undertaken in response to individual user actions where successful spear-phishing attacks have resulted in compromised Council network credentials.

- Third party service providers risk assessment

The Council's utilises Software as a Service (i.e. third party service providers) in very limited situations, as such are not considered high risk, therefore security performance reviews of third party service providers, to date have not been undertaken.

- Vulnerability assessments

Vulnerability assessments are only conducted following high risk or significant changes to edge devices, specifically Firewall appliances. If a change does not occur for a significant period of time the associated assessment also does not take place.

## **System Security**

- System patching

Network device updates and critical security patching occur on an ad-hoc basis. When applied, updates are applied manually, outside of core business hours.

Awareness of new and to what degree critical and important security updates are required varies significantly across Council devices (i.e. some devices will provide alerts advising of an update) where as for other devices, staff need to actively seek out information pertaining to security updates.

- Application whitelisting

Application whitelisting (ie a list of approved software applications or executable files that are permitted to be present and active on a computer system) technology is used consistently across the Councils virtual desktop environment providing a strong defence against malicious attacks from Malware and Ransomware.

- Password controls

Existing controls for “on premise services” is considered sufficient and include forced password changes every 90 days, good password length and character mixes. Remote access requires two (2) factor authentication (2FA).

For off-premise services (i.e. cloud based services), password controls vary significantly and depend on the service provider. Staff are required to maintain additional and separate passwords for software provided as a Service (SAAS), which increase the chance of password re-use and therefore exposure. A register of staff SAAS passwords is not kept and Single Sign on (SSO) features are not utilised.

Privileged accounts for administrator staff follow best practice with system accounts being stored in a central password management system and are separate from the staff’s respective standard user accounts. Standard user accounts provide system access based on their day-to-day operational role.

- System access

User access to Council systems is not periodically reviewed or audited and as such, exposing sensitive systems to anonymous access. Users are given access to core systems through role based privileges. User accounts may be left with elevated access and/or general access after contract termination, conclusion of back fill arrangement during periods of absences (i.e. annual leave or staff vacancies) or role changes, if the Information Services staff are not notified.

End-user device security for Council supplied devices allows for remote distribution, forced PIN access, remote wipe and location tracking. Council devices are managed with mixed levels of effectiveness and are updated in an ad-hoc manner. (i.e. when returned by the user rather than on a known schedule)

- Change Management

Patching too often or too early, without good reason, can create system outages and/or impact on IT services. Apple IOS and Windows desktop updates are known to significantly change or deprecate features that users rely upon.

There is no formal approval process for changes on critical systems including the Firewalls and other critical devices, most changes are approved verbally. Changes are stored as helpdesk support tickets and not as change requests.

- Backup operations, disaster recovery and incident response

The Council has both a *Business Continuity Plan* and an *IT Disaster Recovery Plan* in place, which includes specific Disaster Recovery action and testing plans. Evidence of testing walk-throughs is also apparent. The last Disaster Recovery Test was performed in May 2018, following a major IT environment upgrade.

- Vulnerability assessment

The Council completed an independent vulnerability assessment on 20 July 2020. All critical and high issues were reviewed and have been addressed. Reported security incidents have highlighted other significant vulnerabilities where documents were found on the Council website without sufficient security controls and a number of out-of-support devices were found operating against a Council legacy system, including an old parking ticket management system.

### **Opportunities for Improvements**

In response to the self-assessment of the Councils IT environment, a number of opportunities for improvements have been identified and are set out below:

#### Security Governance

- Develop a Cyber Security policy to complement the Council's existing Information Management Policies and Guidelines.
- Implement an ICT Risk Register with risks periodically reviewed and reported to the ISC and Audit Committee.
- Formalise an ongoing Cyber Security user awareness program, which may include employee participation tracking, phishing campaigns and policy awareness.
- When implementing or purchasing Software as a Service products, the procurement process to include, as part of the evaluation criteria, an assessment of new vendors against the cyber security risk it presents and if security performance reviews should be undertaken. The IT risk assessment should be based on the nature of the service, the extent of exposure and level of risk presented to the Council.
- Introduce regular independent vulnerability assessments, taking into account planned significant changes using a, whichever comes first, model.
- Develop an IT Asset Management Plan which identifies the different device and system types, the IT risk exposure and the change/update principles for each device and system.

#### System Security

- Introduce new or maintain existing tools to help identify current patch levels and apply updates systematically.
- Review current Single Sign-On strategy to move to an External Identity Provider model, allowing staff to re-use existing login credentials. Where possible, Single Sign-On should be applied to all Council approved systems.
- Where SAAS systems do not allow or support Single Sign-On, maintain a register of SAAS systems and users to ensure that logins are disabled as part of the Termination protocols. Include the service on the IT risk register.
- Introduce 2FA on all SAAS Council services, where applicable. Where unavailable, include the service on the IT risk register.
- Consider introducing manual audits or tools to assist in the review of privileged access accounts/groups.
- For mobile fleet devices, introduce a schedule of change. Which at a minimum identifies a configuration standard and push to ensure all devices are returned to site to achieve this standard. The ultimate aim should be full remote configuration of all Council mobile devices.

### Change Management

- Introduce a Patch Management calendar, adopting a risk based approach. Patch management process should include;
  - documentation of patching decisions, such as when to patch or not to patch and why;
  - details of business systems that require critical updates within a specific period;
  - timeframes in which the patches should be applied; and
  - testing and end-user acceptance protocols.
- If patching, where possible, evaluate changes and patches released by vendors in separate environments prior to applying the patch to the production environment.
- Consider introducing an update calendar for IOS and other similar devices. Ring-fence specific users to receive feature updates ahead of all users as part of a user acceptance phase.
- Define change types based on risk. For larger changes introduce formal acceptance windows and/or approval workflows, especially for core systems effecting a large user base (ie Authority, Objective) or with significant impact (ie Windows 10).
- High risk or significant changes should be approved and where possible, the person implementing the change should be separate from the approver (ie Windows images, Firewall changes, etc).

### **OPTIONS**

Nil.

### **CONCLUSION**

While the review which has been undertaken is an internal self-assessment, an independent review of the Council's IT environment was undertaken in August 2017, with the findings of that review assessing the IT controls and environment being Majority Effective. Notwithstanding this, it is acknowledged that the Council does have room for improvement to ensure that it is protected against cyber threats and attacks. The opportunities for improvements identified within this report will be implemented by the Information Services team in the coming months.

### **COMMENTS**

Full details of the findings can be found in the published Auditor-General Department reports available at [www.audit.sa.gov.au/publications/2021](http://www.audit.sa.gov.au/publications/2021).

### **RECOMMENDATION**

That the proposed improvements as set out in this report be endorsed and recommended to the Council for approval and implementation.

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*Mayor Bria moved:*

*That the proposed improvements as set out in this report be endorsed and recommended to the Council for approval and implementation.*

*Seconded by Cr Stock and carried unanimously.*

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**6.6 FINANCE POLICIES**

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**REPORT AUTHOR:** Accountant  
**GENERAL MANAGER:** General Manager, Corporate Services  
**CONTACT NUMBER:** 8366 4585  
**FILE REFERENCE:** qA63320/A157317  
**ATTACHMENTS:** A - C

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**PURPOSE OF REPORT**

The purpose of this report is to present finance related policies which have been reviewed to the Audit Committee, for consideration and endorsement prior to being presented to the Council for adoption.

**BACKGROUND**

Pursuant to Section 125 of the *Local Government Act 1999*, the Council must ensure that appropriate policies, practices and procedures of internal control are implemented and maintained in order to assist the Council to carry out its activities in an efficient and orderly manner to achieve its objectives, to ensure adherence to management policies, to safeguard the Council's assets, and to secure (as far as possible) the accuracy and reliability of the Council's records.

The 2020-2021 Audit Committee Work Program requires the Audit Committee to review the appropriateness of the range and content of the Council's financial policies and practices.

**RELEVANT STRATEGIC DIRECTIONS & POLICIES**

Not Applicable

**FINANCIAL AND BUDGET IMPLICATIONS**

Not Applicable

**EXTERNAL ECONOMIC IMPLICATIONS**

Not Applicable

**SOCIAL ISSUES**

Not Applicable

**CULTURAL ISSUES**

Not Applicable

**ENVIRONMENTAL ISSUES**

Not Applicable

**RESOURCE ISSUES**

Not Applicable

**RISK MANAGEMENT**

Documentation of policies relating to the Council's financial transactions improves transparency and ensures consistent treatment over subsequent reporting periods unless Accounting Standards or legislation changes.

**CONSULTATION**

- **Committee Members**  
Not Applicable.
- **Community**  
Not Applicable.
- **Staff**  
Nil
- **Other Agencies**  
Not Applicable.

**DISCUSSION**

In accordance with the Finance Policy Timetable, a review a number of policies, as contained in **Attachment A** to **C**, has been undertaken. Following the review, the amendments to the policies, as detailed in Table 1 below, are presented to the Committee for consideration and recommendation to the Council for adoption, subject to any amendment which may be considered appropriate by the Audit Committee.

**TABLE 1: PROPOSED POLICY AMMENDMENTS**

<b>Policy</b>	<b>Details of Proposed Amendment</b>
Credit Policy <b>(Attachment A)</b>	No changes recommended.
Expenditure Policy <b>(Attachment B)</b>	It is recommended that the delegation of authority for the Manager, Economic Development & Strategic Projects is moved from Managers Level 2 to Managers Level 1 due to the large scale of capital projects managed by the Manager, Economic Development & Strategic Projects.
Rating Policy <b>(Attachment C)</b>	Rate Capping to be set at two (2) times the rate revenue increase. Rate Capping to apply to residential properties only.

**OPTIONS**

The Policies can be recommended to the Council for adoption with or without amendment.

**CONCLUSION**

To ensure compliance with Section 125 of the Act, the Council must have in place appropriate policies, practices and procedures which assist the Council to carry out its activities in an efficient and orderly manner. It is important to ensure that the policies adopted by the Council are regularly reviewed to ensure that they reflect the current operating environment and continue to meet the Council's overall objectives.

**COMMENTS**

Nil



**RECOMMENDATION**

1. That the Audit Committee notes that the following policies have been reviewed and notes that no amendments are recommended:
    - Credit Policy;
    - Expenditure Policy & Delegation of Authority;
    - Rating Policy.
  2. That the Audit Committee notes that the Public Liability Insurance for Community Groups when Hiring Council Owned Facilities Policy has been reviewed and notes that minor amendments are recommended.
  3. That the Audit Committee recommends to the Council that the following policies be adopted:
    - Credit Policy (Attachment A);
    - Expenditure Policy & Delegation of Authority (Attachment B); and
    - Rating Policy (Attachment C).
- 

*Ms Brigid O'Neill moved:*

1. *That the Audit Committee notes that the following policies have been reviewed and notes that no amendments are recommended:*
  - *Credit Policy;*
  - *Expenditure Policy & Delegation of Authority;*
  - *Rating Policy.*
2. *That the Audit Committee notes that the Public Liability Insurance for Community Groups when Hiring Council Owned Facilities Policy has been reviewed and notes that minor amendments are recommended.*
3. *That the Audit Committee recommends to the Council that the following policies be adopted:*
  - *Credit Policy (Attachment A);*
  - *Expenditure Policy & Delegation of Authority (Attachment B); and*
  - *Rating Policy (Attachment C).*

*Seconded by Ms Sandra Di Blasio and carried unanimously.*

**7. CONFIDENTIAL REPORTS**

Nil

**8. OTHER BUSINESS****8.1 Confidential Matter**

*Mayor Bria moved:*

*That pursuant to Section 90(2) and (3) of the Local Government Act, 1999 the Committee orders that the public, with the exception of the Council staff present [Chief Executive Officer, General Manager, Corporate Services and Financial Services Manager], be excluded from the meeting on the basis that the Council will receive, discuss and consider:*

*(b) information the disclosure of which –*

- (i) could reasonably be expected to confer a commercial advantage on a person with whom the council is proposing to conduct business and prejudice the commercial position of the council; and*
- (ii) would, on balance, be contrary to the public interest;*

*and the Council is satisfied that, the principle that the meeting should be conducted in a place open to the public, has been outweighed by the need to keep the receipt/discussion/consideration of the information confidential.*

*Seconded by Cr Stock and carried unanimously.*

*Mayor Bria moved:*

*Under Section 91(7) and (9) of the Local Government Act 1999, the Council orders that the discussion be kept confidential until the matter is resolved.*

*Seconded by Ms Brigid O'Neill and carried unanimously.*

**9. NEXT MEETING**

Monday 26 July 2021

**10. CLOSURE**

There being no further business the Presiding Member declared the meeting closed at 8.28pm.

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**Cr John Minney**  
**PRESIDING MEMBER**

**Minutes Confirmed on** \_\_\_\_\_  
(date)

**13. OTHER BUSINESS**  
(Of an urgent nature only)

**14. CONFIDENTIAL REPORTS**

## 14.1 COUNCIL RELATED MATTER

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### RECOMMENDATION 1

That pursuant to Section 90(2) and (3) of the *Local Government Act 1999* the Council orders that the public, with the exception of the Council staff present, be excluded from the meeting on the basis that the Council will receive, discuss and consider:

- (g) matters that must be considered in confidence in order to ensure that the council does not breach any duty of confidence;

and the Council is satisfied that, the principle that the meeting should be conducted in a place open to the public, has been outweighed by the need to keep the receipt/discussion/consideration of the information confidential.

### RECOMMENDATION 2

Under Section 91(7) and (9) of the *Local Government Act 1999* the Council orders that the report, discussion and minutes be kept confidential until the announcement has been made.

**15. CLOSURE**