



## *Yorke Peninsula Council*

### **NOTICE OF MEETING**

Notice is hereby given that the next ordinary meeting of Council  
will be held on Wednesday 14<sup>th</sup> May 2014,  
in the Council Chambers,  
57 Main Street, Minlaton commencing at 5.30pm

Andrew Cameron  
CHIEF EXECUTIVE OFFICER

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## **A G E N D A**

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|--------|---|
| ITEM 1 | <u>YORKE PENINSULA COUNCIL</u>                    |
| 1.1    | <u>Welcome by Mayor</u> – meeting declared opened |
| 1.2    | <u>Opening Prayer</u>                             |
| 1.3    | <u>Present</u>                                    |
| 1.4    | <u>Leave of absence</u><br>Nil                    |
| 1.5    | <u>Apologies</u><br>Nil                           |

1.6 Conflict of Interest

**CONFLICT OF INTEREST**

Elected Members are reminded of the requirements for disclosure by Members of direct or indirect pecuniary benefit or detriment and non-pecuniary benefit or detriment in accordance with Section 73 of the Local Government Act in items listed for consideration on the Agenda. Section 74 of the Local Government Act 1999 requires that Elected Members declare any interest and provide full and accurate details of the relevant interest to the Council prior to consideration of that item on the Agenda.

Each Member of a Council has a duty to vote at all meetings unless excepted by legislation.

The major exception being where a Member has a conflict of interest.

1.7 Minutes of previous meeting – for confirmation  
Council meeting held on Wednesday 9<sup>th</sup> April 2014 at 5.30pm

1.8 Motions on Notice  
Nil

1.9 Questions on Notice  
Nil

1.10 Questions without Notice

1.11 Petitions  
Nil

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2. ANZAC Day services

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Cr Bob Nicholls

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## **MAYOR**

### **IA/ITEM 2**

#### **1. MONTHLY REPORT** (File Ref:9.24.1.1)

##### **INTRODUCTION**

To keep Elected Members updated on Mayoral activities during the month of April 2014.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

3 <sup>rd</sup> April	Along with some other Mayors and CEO's I accepted an exclusive invitation to attend the 2014 South Australian Regional Awards Yorke and Mid North Sponsors Launch Luncheon held at the Sevenhill Hotel Main North Road Sevenhill where we were provided with an overview of the 2014 Regional Awards program.
4 <sup>th</sup> April	Attended the Access Advisory Working party meeting.
5 <sup>th</sup> April	Rob Tonkin arranged, for our Minlaton High School year 8 class of 1954, another reunion at Minlaton School followed by a dinner at the Dalrymple Hotel then breakfast at his residence in Stansbury on Sunday morning about 30 classmates attended.
7 <sup>th</sup> April	As the Chair of the CLGR I attended the Yorke and Mid North Regional Alliance Meeting held at Clare.
9 <sup>th</sup> April	Regular Monthly Council Meeting.
10 <sup>th</sup> – 11 <sup>th</sup> April	I was the only representative to attend the Showcase and Dinner followed by the LGA General Meeting and held at AAMI Stadium West Lakes.
17 <sup>th</sup> April	CEO Andrew Cameron, Roger Brooks, Michael Cartwright and I attended the official handover of the upgraded boat ramp at Black Point on time and within budget for the Easter weekend.
22 <sup>nd</sup> April	Attended the Development Assessment Panel as an observer
25 <sup>th</sup> April	<p>ANZAC Day services commencing with Dawn Service at Stansbury where Councillor Brundell and I laid a wreath on behalf of Council approximately 500 attended, breakfast at Elanora followed.</p> <p>Next was the ANZAC memorial service at Bublacowie Councillor Butler and I laid a wreath on behalf of Council.</p> <p>I officiated as the Master of Ceremonies in the afternoon at the inaugural Corny Point official opening of their memorial and garden. Steven Griffiths MP was the guest speaker. Cr Butler and I laid a wreath on behalf of Council.</p> <p>A separate report has been prepared in relation to ANZAC Day services across the Council area.</p>

- 28<sup>th</sup> April Accompanied by CEO Andrew Cameron we met Wakefield Regional Council Mayor James Maitland and CEO Cate Atkinson in Maitland office to discuss the future direction of the CLGR.
- CEO Andrew and I then accepted an invitation to join the Northern and Yorke NRM Board for lunch in the Mayors Parlour Maitland Town Hall.
- 29<sup>th</sup> April Elected Members workshop.
- 30<sup>th</sup> April – 2<sup>nd</sup> May LGMA National Conference and Business Expo entitled Productive Communities and focussed on why we need productive communities. An excellent opportunity once again to network with other Mayor's, CEO's, staff and elected members from across Australia on issues of mutual interest and importance.

#### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Not applicable.

#### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Not applicable.

## **MAYOR**

### **1A/ITEM 2**

#### **2. ANZAC DAY SERVICES** (File Ref:9.24.1.1)

##### **INTRODUCTION**

To provide information to Elected Members in relation to attendance at ANZAC Day Services across the Council region.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

Once again ANZAC Day services were well attended across the whole Council region, it is very encouraging each year to see the increase in support for these very worthwhile community events. It was beautiful weather as the sun rose on the horizon and perhaps reminiscent of the sunrise that occurred 99 years ago at the very first landing at Gallipoli.

Elected Members supported as many Dawn Services as possible laying wreaths on behalf of the Community and Council. It is very important that the community continues to support ANZAC Day events to remember all those who have served both King, Queen and country in this way.

As in past years and in accordance with our Council Ceremonies and Civic Events policy, financial support has once again been provided to known community events, with publication of functions in both the YP Country Times and a listing in the Advertiser. In addition wreaths are provided by Council to all dawn services requesting one. A brief run down of services across the region are as follows:

- Stansbury – Dawn Service attendance 520 and 110 people attended for breakfast.
- Pine Point – Approximately 125 at the Dawn Service with 118 people attending for breakfast.
- Port Victoria – large gathering for the Dawn Service and 209 people for breakfast.
- Warooka – 250 people at the Dawn Service and march to the memorial gates, with approximately 200 staying for tea and scones.
- Port Clinton – 30 people enjoyed a lovely sit down table service luncheon following the ANZAC day service.
- Minlaton Dawn Service ably led by Michael Ford and Michael Babbage, with approximately 450 in attendance with 175 people enjoying breakfast at the Golf Club.
- Ardrossan - Dawn Service once again held on the cliff top with approximately 300 in attendance and with 200 people gathering to enjoy breakfast.
- Edithburgh – Dawn Service including the Catafalque Party once again attracted 550 people with 270 staying on for breakfast.
- Yorketown – had 150 people attend the dawn service with 110 people enjoying breakfast.
- Port Vincent – the numbers have grown steadily at Port Vincent over the years, with the Country Times reporter in attendance this year taking several photos, there were several hundred people in attendance for the service with 173 for breakfast with many others coming to hear the Port Vincent singers and musicians.

- Bublacowie Military Museum – Approximately 200 people attended the morning service including interment of ashes during the service with lunch and entertainment to follow.
- Corny Point – held their first ANZAC day service to commemorate the opening of their memorial garden which had been funded via a grant, with Mayor Agnew acting as Master of Ceremonies and Steven Griffiths MP the guest speaker. Cr Dean Butler and Mayor Agnew laid a wreath on behalf of the community and Council.
- Services were also held at Maitland and Arthurton but at this time I have not received any feedback or details about these.

#### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Strategic Plan

Key Theme: Community Engagement  
1. Vitality and Connection

Strategic Goal: 1.2 Offer a range of accessible community facilities, programs, events and activities.

PO105 Council Ceremonies and Civic Events Policy

#### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

A budget allocation is included within the annual budget to provide support for ANZAC Day events within the community.

## **COUNCILLOR BOB NICHOLLS**

### **IA/ITEM 3**

#### **1. MONTHLY REPORT** (File Ref:9.24.1.1)

##### **INTRODUCTION**

To keep Elected Members updated on Councillors activities.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

#### **2014 Yorke Peninsula Art Exhibition Report**

First held in 1999, the eighth biennial YP Art Exhibition was held in Ardrossan over the Easter Weekend. The event has developed over the years and continues to go from strength to strength.

Perfect holiday weather encouraged a record number of visitors viewing the art on display.

While the number of entries was down on previous exhibitions the overall quality was excellent. Judges were full of praise for the high standard of work presented for judging in both the Open and School sections.

The demonstrating artist concept first introduced at the 2012 exhibition was expanded this year and again proved popular. Regular exhibition supporter Roger Saunders again delighted crowds with his "Dot Painting" workshops.

The success of the exhibition would not be possible without the willing volunteers whose hard work and very long hours I greatly appreciate. Council staff also made a significant contribution towards the event.

Without sponsorship this event would not be the success it is and the Committee thanks everyone for their contribution. Many sponsors have been with us since the first exhibition and we extend a special thanks to them for their loyalty.

The very special contribution and support provided by YP Council is appreciated.

#### **LGMA Conference**

Together with Mayor Ray, CEO Andrew Cameron, Director Corporate Services David Harding and Manager Organisational Development Bobby Pertini, I had the privilege to attend the National LGMA Conference in Melbourne.

The conference held from 30 April to 2 May centred on Productive Communities and why we need to care about productivity. Seven keynote presenters addressed delegates with retiring AFL CEO Mr Andrew Demetriou the stand out presenter in my opinion.

A highlight of the conference was the presentation of the Raymond West scholarship to attend the conference to our very own Mrs Pertini.

The opportunity to network with Mayors, CEO's and Elected Members from across Australia and International guests hosted by the LGMA was invaluable.



I thank Council for the opportunity to attend the Conference and was impressed at the very high esteem that our CEO is held within both State & National LGMA organisations.

<b>LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN</b>
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Not applicable.

<b>FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS</b>
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Not applicable.

# INFORMATION

# AGENDA

## **CHIEF EXECUTIVE OFFICER**

### **IA/ITEM 4.3**

#### **1. CEO ACTIVITIES REPORT** (File Ref:9.24.1.1)

##### **INTRODUCTION**

To keep Elected Members informed of other meetings and activities during the month of April 2014.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

1 <sup>st</sup> April	Black Point Boat Ramp Site Meeting.
4 <sup>th</sup> April	CEO Forum held at Clare with an official farewell luncheon held for CEO of CLGR Anita Crisp.
8 <sup>th</sup> April	Meeting with Cr Stock various matters.
9 <sup>th</sup> April	Council meeting.
15 <sup>th</sup> April	Black Point Boat Ramp Site Meeting.
17 <sup>th</sup> April	Hand over meeting on site at Black Point Boat Ramp delivered on time and on budget in preparation for the Easter break.
18 <sup>th</sup> – 27 <sup>th</sup> April	Annual Leave.
28 <sup>th</sup> April	Meeting with CEO and Mayor of Wakefield Regional Council in relation to the future arrangements for CLGR. Meeting with Northern and Yorke NRM Board for lunch.
29 <sup>th</sup> April	Meeting with Julie Mason in relation to the future direction of Community Transport. Council Workshop.
30 <sup>th</sup> April – 2 <sup>nd</sup> May	LGMA National Congress and Business Expo.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Not applicable.

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Not applicable.

**CHIEF EXECUTIVE OFFICER**

**IA/ITEM 4.3**

**2. REX MINERALS COMMUNITY CONSULTATIVE GROUP MINUTES**

(File Ref:9.24.1.1)

**INTRODUCTION**

To keep Elected Members updated on the activities of the Rex Minerals Community Consultative Group.

**RECOMMENDATION**

That the report be received.

**COMMENT**

A request was made earlier in the year that the minutes from the Rex Minerals Community Consultative Group be included, when available, in the Council Agenda for Elected Members information.

Copies of the minutes from the 3<sup>rd</sup> March meeting and 7<sup>th</sup> April meetings are attached for information.

**LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Not applicable.

**FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Not applicable.

**Minutes**  
**Community Consultative Group**

**Date**                      **3rd March 2014**

**Chair** Peter Stockings

**Attendees** K Van Schaik, P Maguire, J Barrie, J Sandercock, C Clift, B Bowman, L Easter, S Kennedy, E Dearlove, P Koulizos, K Wanganeen & R Cane

**Apologies** D Agnew, T Sansbury

**Guests** James Nagel (Rex), John Burgess (Rex), Dr Anthony (Tony) Milnes (Mine Closure Expert) & Joy Wundersitz (YPLOG)

Minutes W Brooks

No	AGENDA ITEM	Notes	Action ASSIGNED TO /DATE DUE
1	Welcome  Acceptance of previous minutes	Meeting opened at 5.34pm and the committee was welcomed and apologies noted.  P Stockings welcomed everyone.  <b>Minutes from the 3<sup>rd</sup> February 2014</b> Moved K Van Schaik Second J Barrie	
2	Guest Presentation on mine closure & rehabilitation	<p><b>Dr Anthony (Tony) Milnes</b> of gave a presentation on mine closure &amp; rehabilitation. Dr Tony Milnes is a Visiting Research Fellow from the University of Adelaide. Experience from the Ranger Uranium Mine which is 230 km east of Darwin.</p> <ul style="list-style-type: none"> <li>• Ranger Mine's Environmental Requirements were presented.</li> <li>• <b>Stated by Tony was that currents world's best practice is to backfill to pre-mining surface/land use (cropping as per pre-mining land-use).</b></li> <li>• Discussion occurred regarding potential backfilling of the Hillside open pit, including the location of the underground portals and the practicalities/economics of backfilling a mine such as Hillside.</li> <li>• The most appropriate and effective closure &amp; rehabilitation strategy returning the site to something approaching the pre-mining condition. Mine design/plan should be focused on closure outcomes that are reflective of the community's expectations and world's best practice (<i>as per messaging on the final slide of the presentation</i>).</li> <li>• <b>Stated by Rex</b> that completely backfilling the open pit back to the pre-mining (surface) level is not economical for Hillside. It is possible at Ranger as there are multiple open pits, allowing for</li> </ul>	<p><b>E Dearlove</b> to send out copy of the presentation to CCG.</p> <p><b>P. Stockings</b> - mine closure/pit lake workshop to be added to the agenda for future</p>

		<p>backfilling the previous pit with waste from the new pit.</p> <ul style="list-style-type: none"> <li>The regulators focus is on <b><u>what</u></b> should be achieved (outcomes), <b><u>not how</u></b> it should be achieved.</li> <li>Outcome from discussion was that the most appropriate post mine land uses (as it will be different from the existing land use, as all of the land [open pit and steeper portions of the waste rock dumps] are not able to return to cropped land under the existing design) need to be identified and potential opportunities discussed through a mine closure/pit lake workshop.</li> <li>Closure strategies need to be “technically and economically achievable and sustainable with minimal ongoing maintenance, and they should reflect progressive rehabilitation wherever possible.”</li> <li>Noted that the acronym MARP (Mining and Rehabilitation Program) has been replaced by PEPR (Program for Environmental Protection and Rehabilitation).</li> </ul> <p><i>A copy of the presentation is attached to the minutes.</i></p>	meeting.
3	Follow up Actions from previous minutes	<p><b>E Dearlove</b> gave a response to the “Action Items” from previous meeting and ongoing items.</p> <p><i>A copy of the spreadsheet is attached to the minutes.</i></p>	<b>E Dearlove</b> to send out updated spreadsheet to CCG.
4	General business	<p><b>John Burgess</b> put forward that in other operating mines the CCG meetings become ‘open’ meetings, allowing all stakeholders to view the meetings. All stakeholders are able to ask questions through a CCG member and each question is answered by the company in the next meeting. This format allows new members and working groups to become involved in the next phase of Hillside as it moves towards a mining operation. It also allows anyone to gain a direct answer from the most suited person/expert from the company.</p> <p><b>A resolution that was put to the CCG members, and passed, was that a letter be sent to DMITRE advising them the community does not accept the mine closure plan as presented in the MLP, and that the CCG looks forward to working with the company to develop an acceptable closure plan.</b> A letter to <b>DMITRE</b> to be compiled and put to CCG members before sending.</p> <p>The CCG put forward the request to have a regulator present at future CCG meetings.</p> <p>It was suggested that an external facilitator (potentially <b>Daphne Hart</b>) be organised for April’s CCG meeting to review the format of the CCG</p>	<p><b>P Stockings</b> to write letter to DMITRE.</p> <p><b>P Stockings</b> to follow up on have a representative from DMITRE/State Government on CCG.</p> <p><b>E Dearlove &amp; P Stockings</b> to organise external</p>

		<p>as raised by <b>K Van Schaik</b> in a previous CCG meeting:</p> <ul style="list-style-type: none"> <li>• Discussion regarding the meeting format of the CCG moving forward.</li> <li>• Revision of the terms of reference and representation of the community on the CCG.</li> </ul> <p><b>W Brooks</b> informed the CCG that this was his last meeting as his position has been made redundant. He thanked the CCG for their involvement and wished them all the best moving forward.</p> <p><b>J Nagel</b> thanked <b>W Brooks</b> for his involvement and wished him all the best.</p> <p>Coming meetings will be minuted by <b>Kylie Van Arend</b> of Rex.</p> <p><b>J Barrie</b> enquired about electric powered haul trucks as <b>J Nagel</b> mentioned it has been looked at. It was asked if more information could be provided about these at a future meeting if it helps with noise etc.</p>	<p>facilitator for April CCG meeting.</p> <p><b>E Dearlove</b> to follow-up <b>J Nagel</b> for further information re electric trucks.</p>
5	Closing of the meeting	<p>Meeting closed – 8:05pm</p> <p>Details of the next meeting:</p> <p><b>Date: Monday 7th April 2014</b></p> <p><b>Time: 17.30pm</b></p> <p><b>Location: Ardrossan Bowls Club</b></p>	

#### Notes from Rex on the 'Mine Closure' presentation:

- *Slide 8:* shows three shots of the site and it clearly shows (top Left) Pit 3 in the process of being back-filled. They have already transported 17Mt of a total of 30Mt to be backfilled, if the photo shows what is implied, then an extra 13Mt will not go anywhere close to filling that pit to the existing land surface.
- Woodcutters Mine near Batchelor, NT appears to show an un-rehabilitated tailings dam (TSF) to the south. The rehabilitation of Woodcutters did not start until after the operation closed and appears to have been successfully relinquished less than 4 years later.

## Minutes

### Community Consultative Group

**Date** 7<sup>th</sup> April 2014  
**Chair** Peter Stockings  
**Attendees** D Agnew, B Bowman, C Clift, E Dearlove, L Easter, P Maguire, J Sandercock,  
**Apologies** K Van Schaik, K Wanganeen, S Kennedy, J Barrie, T Sansbury, P Koulizos  
**Guests** S Lodge, R Cane, D Hart  
**Minutes** K Van Arend

No	AGENDA ITEM	Notes	Action ASSIGNED TO /DATE DUE
1	Welcome  Acceptance of previous minutes	<p>Meeting opened at 5.29pm, the committee was welcomed and apologies noted.</p> <p>P Stockings welcomed everyone.</p> <p><b>Minutes from the 3<sup>rd</sup> February 2014</b>            There was an issue with the pen at this meeting, resulting in 3 versions being sent out to CCG members as changes were requested. E Dearlove reviewed and amended the minutes with all present CCG members and the final version was agreed by all present members to be an accurate representation of the minutes and were accepted.            Moved – P Maguire            Seconded – B Bowman</p>	E Dearlove to circulate the final reviewed version of the minutes
2	Follow up Actions from previous minutes	<p>E Dearlove gave an update to the “Action Items” from previous meetings and ongoing items.</p> <p><b>Action #1 – completed</b>            Mark Parry is presenting to the Black Point Progress Association on the 19<sup>th</sup> April 2014. Kate has invited the Pine Point Progress Association to attend, being coordinated by Wayne Lynch.</p> <p><b>Action #2 - ongoing</b>            Have not received an answer back from EPA regarding the zone land.</p> <p><b>Action #3 - ongoing</b>            Community fund mechanisms – E Dearlove has a meeting tomorrow with Rex’s CFO about how the community fund needs to be structured moving forward. Needs to be more formalised.</p> <p><b>Action #4 - completed</b>            Section 49 applications have been approved by DAC for the highway diversions and port upgrades. The processing facility is included in the MLP still to be approved.</p> <p><b>Action #5 - ongoing</b>            A summary has been received about the rainwater testing program. Have received half of the results with half still to come back from the lab. Will</p>	<p>E Dearlove to report back with further information</p> <p>E Dearlove to circulate to CCG</p>



		<p>publish in the paper or newsletter. Any other ideas to publish summary to advise E Dearlove.</p> <p><b>Action #6 - completed</b> A distribution list has been created with approx. 160 names. Rex responded to everyone who made a submission through the MLP response document. These were sent out early March.</p> <p><b>Action #7 – completed</b> The purpose behind today's externally facilitated workshop with by Daphne Hart</p> <p><b>Action #8 - ongoing</b> FAQ – still ongoing to be completed by E Dearlove</p> <p><b>Action #9 - ongoing</b> Contacting landowners regarding rezoning. A letter has been drafted by Mark Parry with letters to be sent out asap.</p> <p><b>Action #10 - ongoing</b> Concerns with the lake taking 300 years to fill. Further discussions to be held regarding different options. Mine Pit lakes book will be ordered this week. Still following up with 101 things to do with a hole in the ground.</p> <p><b>Action #11 - completed</b> Dr Tony Milnes presentation was sent out.</p> <p><b>Action #12 – ongoing each meeting</b> A copy of the spreadsheet to be provided with the minutes.</p> <p><b>Action #13 - ongoing</b> Mine Closure/Pit Lake workshop to be planned for an upcoming meeting.</p> <p><b>Action #14 - ongoing</b> The letter was written and sent by P Stockings and has been acknowledged but the promised details have not yet been received by DMITRE. A copy of the letter to be sent to CCG members.</p> <p><b>Action #15 - ongoing</b> Regulator present for all upcoming meetings – Both E Dearlove and P Stockings have spoken to Michael Smith of DMITRE. There has been no one put forward to attend these meetings yet.</p> <p><b>Action #16 - completed</b> The purpose behind today's externally facilitated workshop with by Daphne Hart</p> <p><b>Action # 17 - ongoing</b> Electric powered haul trucks – Different options are being looked at regarding muffling noise to see if there are better solutions.</p>	<p>members</p> <p>Erica to follow up on Ranger open pit dimensions (Ranger 3 photo)</p> <p>P Stockings to send out a copy of the letter</p> <p>E Dearlove to follow this up with J Nagel.</p>
3	Facilitated Workshop session with Daphne Hart	<p>E Dearlove introduced D Hart. As agreed at a previous CCG meeting D Hart is here as an independent to help give direction and work out where the CCG has been and where we want to go.</p> <p><i>Workshop notes attached.</i></p>	E Dearlove to send out workshop notes with minutes

4	General business	<p>E Dearlove to ensure that the minutes are sent out earlier than in previous months. Suggestion to send them out approx. a week after the meeting and then again a couple of days prior to the next meeting.</p> <p>P Stockings noted that he received an email from the Pine Point Progress advising they would like a CCG representative.</p>	P Stockings to send out the email re Pine Point CCG representative
5	Closing of the meeting	<p>Meeting closed – 8.17pm</p> <p>Details of the next meeting:</p> <p><b>Date: Monday 5th May 2014</b></p> <p><b>Time: 17.30pm</b></p> <p><b>Location: Ardrossan Bowls Club</b></p>	

## **CHIEF EXECUTIVE OFFICER**

### **IA/ITEM 4.3**

#### **3. ACTION LISTING REPORT** (File Ref: 9.24.1.1)

##### **INTRODUCTION**

To keep Elected Members updated on the status of the Action Listing.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

The Action List included in the Council Agenda each month will incorporate action items from Council along with the current status.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Local Government Act 1999

Strategic Plan

Key Theme: Corporate Governance and Leadership  
2. Organisational Efficiency and Resource Management

Strategic Goal: 2.4: Effective Risk Management

Yorke Peninsula Council's Risk Management Framework

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Important issues of legislative compliance and best practice risk management principles underpin Council's action list and the associated due dates.

# COUNCIL MEETING 14<sup>th</sup> May 2014

## Action List

Responsible Officer	Agenda Item Number	Task	Due Date	Status
Director Corporate & Community Services	10 <sup>th</sup> Aug 10 Item 20.4	Advise the Dept of Environment and Natural Resources that Council wish to Relinquish Care and Control of Crown Land Lot 88 Main Street Curramulka CR 5856/772	As soon as DEWNR responds	Underway - DEWNR advised, no response to date
13 <sup>th</sup> July 2011				
Director Corporate and Community Services	DA/CCS/R5	Organise the necessary paperwork to lease the Ardrossan Scout Hall to the Ardrossan Progress Association	As soon as DEWNR respond	Director C&CS waiting on building report from Development Services on condition of Old Scout Hall
9 <sup>th</sup> November 2011				
Director Corporate and Community Services	DA/CCS/R8	Organise for lease to be established for Yorketown Progress Association for the former Lions Clubrooms	As soon as Ministerial approval is granted	With Progress Association
14 <sup>th</sup> December 2011				
Director Corporate and Community Services	DA/CCS/R4	Organise for new land lease for Minister for emergency services and get Mayor and CEO to sign and seal documents	As soon as Ministerial approval is granted	Paperwork with the Minister
Director Corporate and Community Services	DA/CCS/R8	Organise for Ardrossan Progress Association lease for the Caravan Park and Mayor and CEO to sign and seal documents	As soon as Ministerial approval is granted	Completed
14 <sup>th</sup> March 2012				
Director Corporate & Community Services	DA/CCS/R5	Organise for the long term leases for Price and Port Clinton Caravan Parks to be prepared	As soon as Ministerial approval is granted	Price completed Port Clinton with Progress Association
13 <sup>th</sup> June 2012				
Director Corporate &	DA/CCS/R3	Sunbury Oval lease to be prepared and signed and sealed by Mayor	As soon as Ministerial approval is granted	With Sunbury Cricket Club

Community Services		and CEO		
10 <sup>th</sup> October 2012				
Director Corporate and Community Services	DA/CCS/R4	Organise the lease for Port Victoria Maritime Museum and National Trust in accordance with Council's decision	As soon as Ministerial approval is granted	Completed
10 <sup>th</sup> April 2013				
Director Corporate and Community Services	DA/CCS/R6	Organise for the Corny Point Progress Association leases to be signed and sealed.	As soon as Ministerial approval is granted	Completed
12 <sup>th</sup> June 2013				
Director Assets & Infrastructure Services	DA/AIS/R2	Commence process to assume ownership and ongoing maintenance responsibilities of Balgowan and Port Julia CWMS	April 2014	Owner advised to commence required upgrade prior to ownership change
11 <sup>th</sup> September 2013				
Director Corporate & Community Services	DA/CCS/R3	Organise for the preparation of the lease for Foul Bay Area Progress Association for a portion of Allotment 22 Foul Bay	As soon as Ministerial approval is granted	Completed
11 <sup>th</sup> December 2013				
Director Development Services	DA/DS/R1	Organise to finalise the process to close West Coast Road Corny Point	April 2014	Waiting on Minister's approval to issue Road Process Order
Director Development Services	DA/DS/R5	Arrange for programmed works to be undertaken at Port Vincent Foreshore Walk in accordance with grant conditions	April 2013	Completed
22 <sup>nd</sup> January 2014				
Director Corporate and Community Services	DA/CCS/R4	Organise Land Only lease for Balgowan Camping Ground	As soon as Ministerial approval is granted	Waiting on consent
12 <sup>th</sup> February 2014				
CEO	DA/CEO/R2	Update the Delegations Register in relation to the Heavy Vehicle National Law legislation	March 2014	Completed
Director	DA/DS/R1	Organise to follow up the recommendations	March 2014	Completed

Development Services		from the Access Advisory Committee meeting		
12 <sup>th</sup> March 2014				
CEO	DA/CEO/R1	Update Delegations Register in relation to Expiation of Offences Act	April 2014	Completed
Director Development Services	DA/DS/R1	Seek Ministerial Approval for an increase in dog registration fees	March 2014	Commenced
Director Development Services	IA/DS/R2 (excluded)	Investigate rules and regulations in relation to CWMS at Stansbury where no connection point is provided and bring report back to Council.	May 2014	Report provided - completed
9 <sup>th</sup> April 2014				
CEO	DA/CEO/R1	Work Health Safety and Injury Management LGA Peak Policy for inclusion in policy manual and on website	May 2014	Completed
Director Corporate & Community Services	DA/CCS/R3	Update the newly adopted Fees and Charges Register and include in forms and documents registers	July 2014	From 14/15 Financial Year Completed
Director Development Services	DA/DS/R1	Advise Hanson Construction that Council does not wish to make a formal submission regarding the extension of the quarry	May 2014	Completed
Director Development Services	DA/DS/R7	Advise Port Moorowie Community Club in relation to land control.	May 2014	Completed
Director Development Services	DA/DS/R8	Organise for Bluff Beach DPA to be placed on public consultation.	April 2014	Completed – on public consultation

## **DIRECTOR CORPORATE AND COMMUNITY SERVICES**

### **IA/ITEM 4.4**

#### **1. ART COMMITTEE MINUTES – 11<sup>th</sup> February 2014** (File Ref: 9.24.1.1)

##### **INTRODUCTION**

The Art Committee is a Section 41 Committee of Council. A copy of the minutes from their meeting held on 11<sup>th</sup> of February 2014 is attached.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

Business discussed at the meeting centred around:

- General business leading up to the exhibition
- Volunteers
- Judges accommodation
- Food and Drinks
- Catalogues

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

The Art Committee is a legislated Section 41 Committee of Council.

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Art Committee costs are accounted for in Council's budget.



## Yorke Peninsula Council

### **Minutes of the Meeting of the Art Committee**

held on Tuesday the 11<sup>th</sup> of February 2014  
in the Minlaton Meeting Room  
commencing at 2pm

(Subject to confirmation)

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#### **ITEM 1 WELCOME**

Cr Bob Nicholls opened the meeting at 2.02pm

#### **1.2 PRESENT**

Cr Bob Nicholls, Cr Brenda Bowman, Anne Eyles, Irene Hughes-Jones, Wendy Story, Bruce Davey, Joyce Yeomans, Kylie Gray

#### **1.3 APOLOGIES**

Sam Carter, Belynda Redding, Bronwyn Scholes, Geoff Lock

#### **1.4 MINUTES OF THE PREVIOUS MEETING**

**Cr Brenda Bowman moved**                      **Anne Eyles seconded**

That the minutes of the Art Committee meeting held on 7<sup>th</sup> of January 2014 as circulated, be confirmed as a true record.

**CARRIED**

#### **1.5 CONFLICT OF INTEREST**

Cr Bob Nicholls reminded the members of their responsibility to declare any conflict of interest. Cr Bob advised that he and Cr Bowman will be meeting with the CEO and Governance officer in a fortnight to discuss the issue.

Questions and further information on Conflict of Interest should be directed to the appropriately to the Chairperson, Governance Officer or ICAC.



## **ITEM 2 UPDATE**

- Tidy Towns have confirmed their availability for the setting up of the Art Exhibition
- NYP will discuss at their next meeting providing volunteers for the Exhibition
- Wendy will follow up the accommodation for the Judge
- Sparkling wine has been ordered to the same volume as 2012
- Coopers have been advised that only light beer is required
- Letter has been sent to John Sandercock – No response to date
- Committee agreed to order 10 platters at \$20 each for opening night from Ardrossan Foodland
- Brenda will arrange purchase of orange juice, ice and boxes of water from Ardrossan Foodland \*Note: water cooler no longer required
- Committee agreed to order 100 disposable cups for opening night
- Committee agreed to donate the left over beer to Tidy Towns for their assistance
- Committee advised that left over wine is sold at cost to interested parties
- Glassware has been transferred to the shed at Ardrossan
- Sales signage and tickets for have been printed
- Demonstrating Artist schedule – Currently two positions remaining – Committee confirmed that if they do not fill this is okay
- Kylie advised of recent website updates and device compatibility and access figures
- Staff & Volunteers Roster updated
- Swooper flags installation arranged
- Running sheet of opening night sheet updated

## **ITEM 3 GENERAL BUSINESS**

Cr Brenda spoke to her report on the Victor Harbor Art Show. (Report attached to Agenda)

Catalogues – The Committee advised that a catalogue layout which is similar to the Victor Harbor layout would be acceptable. All entries may be grouped together with Advertising on separate pages to assist in the construction. Catalogue may be ready for distribution as late as Opening Night to provide more time.

## **ITEM 4 NEXT MEETING**

Tuesday 4<sup>th</sup> of March at 2pm – Minlaton Meeting Room.

## **ITEM 5 CLOSURE**

The Meeting Closed at 4.06pm

.....  
**Cr Bob Nicholls**

## **DIRECTOR CORPORATE AND COMMUNITY SERVICES**

### **IA/ITEM 4.4**

#### **2. ART COMMITTEE MINUTES – 4<sup>th</sup> March 2014** (File Ref: 9.24.1.1)

##### **INTRODUCTION**

The Art Committee is a Section 41 Committee of Council. A copy of the minutes from their meeting held on 4<sup>th</sup> March 2014 is attached.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

Business discussed at the meeting centred around:

- General tasks leading up the exhibition
- Liquor Licensing
- Reference cards
- Entries for 2014
- Advertising
- Conditions of Entry

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

The Art Committee is a legislated Section 41 Committee of Council.

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Art Committee costs are accounted for in Council's budget.



## Yorke Peninsula Council

### **Minutes of the Meeting of the Art Committee**

held on Tuesday the 4<sup>th</sup> of March 2014  
in the Minlaton Meeting Room  
commencing at 2pm

(Subject to confirmation)

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#### **ITEM 1 WELCOME**

Cr Bob Nicholls opened the meeting at 2.10pm

#### **1.2 PRESENT**

Cr Bob Nicholls, Cr Brenda Bowman, Anne Eyles, Irene Hughes-Jones, Wendy Story, Browyn Scholes, Bruce Davey, Joyce Yeomans, Geoff Lock, Kylie Gray

#### **1.3 APOLOGIES**

Sam Carter, Belynda Redding

#### **1.4 MINUTES OF THE PREVIOUS MEETING**

**Cr Brenda Bowman moved                      Anne Eyles seconded**

That the minutes of the Art Committee meeting held on 11<sup>th</sup> February 2014 as circulated, be confirmed as a true record. With minor alteration to the General Business.

**CARRIED**

#### **1.5 CONFLICT OF INTEREST**

Cr Bob Nicholls reminded the members of their responsibility to declare any conflict of interest. Cr Bob advised that he and Cr Bowman will be meeting with the CEO and Governance officer in a fortnight to discuss the issue.

Questions and further information on Conflict of Interest should be directed to the appropriately to the Chairperson, Governance Officer or ICAC.

Cr Bob Nicholls – re: discussion of the conflict of interest with CEO etc

Cr Bob advised that discussion will occur after this exhibition with the view to change the Committee to a Working Party in order to mitigate the current conflict of interest concerns.

## **ITEM 2 UPDATE**

- Anne advised that at this stage the NYP Art Volunteers may not be available.
- Bronwyn confirmed that accommodation has been arranged for the judge.
- John Sandercock has confirmed the invitation to open the exhibition.
- Cr Brenda advised that no ice is required for the bar as Ardrossan Progress has purchased a commercial fridge which will hold the drinks for the evening.
- Purchase order is required for 10 platters @ \$20 each, 12 two litre orange juices and two boxes of water – Cr Brenda to provide the total price when available for the purchase order.
- Plastic cups are still to be ordered as per last minutes.
- Sparkling Wine has arrived in the same volume as the 2012 order.
- Kylie explained the Conditions of the Limited Liquor Licence which requires persons tending the bar to hold RSA unless the 'Person in Charge' listed as the Chairperson Cr Bob Nicholls is present at the Bar at all times. Three staff members have their RSA for the event to ensure compliance with the Conditions. The licence also requires the display of the s113 notice which has been ordered and presented to the Committee.
- Signage was discussed and much of the standard signage is already printed and laminated from previous years. Kylie to follow up signage for Demonstrating Artists, Workshops, Pick-up details on A3 (Only on Monday unless by prior arrangement), Conditions of Entry also on A3.
- Pick up details also to be added to the website.
- Cr Brenda to collect the office delivered pieces from the Minlaton office on the 9<sup>th</sup> of April for transport to the Ardrossan Town Hall.
- Catalogue reference cards to be reprinted with extra section to stick on back of painting and prices to also be added to the cards. School reference cards to also be redone which the same format.
- Cr Brenda to check coloured lights at the Hall as they may need to be replaced.
- Glasses to be moved into the kitchen on the Saturday the 12<sup>th</sup> of April 2014 - Glass cloths required for the Tuesday.
- 2014 Entries – 286 have been received, Kylie advised that two artists have been granted extensions as the online form was not working for them over the weekend.
- Kylie advised that all artists on the newly created database (>380 artists) were issued a hardcopy of the entry form. Approximately 30 entries were received in the online version which is quite good for its first year and with only minor glitches. A more effective form format is being considered for 2016 to mitigate these glitches.
- Adjustment required to the entries listing to include all Section B entries also into Section A
- Anne has made an attempt to contact Julie Aitchison via phone regarding her entry that includes the seashells medium – clarity required on whether this entry will comply with the conditions. Kylie has followed up with an email.

**Cr Brenda Bowman moved**

**Bruce Davey seconded**

That no one will be allowed through the exhibition prior to opening night.

**CARRIED**

- Kylie to notify Stansbury Primary School of the outcome of the above motion.
- Finance – Bronwyn spoke on the current financial position of the Committee and what has been paid for to date.

- Kylie advised that a free advertising opportunity had been offer to us from SA Life and a meeting had occurred with Jenny Oldland to plan the advertising in the YPCT as part of their sponsorship.
- Bronwyn suggested other opportunities in advertising with Community TV and will follow up prices and report back to the Committee.
- All Progress Associations have been provided flyers for inclusion in their newsletters if they wish.

### **ITEM 3 GENERAL BUSINESS**

Discussion occurred around what to do with pieces that do not comply with the Conditions of Entry. Previously these pieces were displayed in a separate section for sale but not for judging.

**Anne Eyles moved**

**Bronwyn Scholes seconded**

That if a piece does not comply with the conditions of entry that they will not be displayed at the exhibition.

**CARRIED**

- Signs for the Roads to be erected ASAP – Cr Brenda and Bruce hold the keys to the Art Exhibition shed.
- The Committee agreed that the Ardrossan Hospital be allowed to borrow the champagne glasses.

### **ITEM 4 NEXT MEETING**

2pm Ardrossan Town Hall 1<sup>st</sup> April 2014

### **ITEM 5 CLOSURE**

The Meeting Closed at 4.08pm

.....  
**Cr Bob Nicholls**

## **DIRECTOR CORPORATE AND COMMUNITY SERVICES**

### **IA/ITEM 4.4**

#### **3. ART COMMITTEE MINUTES – 1<sup>st</sup> April 2014** (File Ref: 9.24.1.1)

##### **INTRODUCTION**

The Art Committee is a Section 41 Committee of Council. A copy of the minutes from their meeting held on 1<sup>st</sup> April 2014 is attached.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

Business discussed at the meeting centred around:

- Finance & Budget
- Advertising
- Signage
- Catalogues
- S41 Format of the Committee

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

The Art Committee is a legislated Section 41 Committee of Council.

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Art Committee costs are accounted for in Council's budget.



## **Minutes of the Meeting of the Art Committee**

held on Tuesday the 1<sup>st</sup> April 2014  
in the Ardrossan Town Hall  
commencing at 2pm

(Subject to confirmation)

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### **ITEM 1 WELCOME**

Cr Bob Nicholls opened the meeting at 2pm and welcomed guest David Cowell to the meeting.

### **1.2 PRESENT**

Cr Bob Nicholls, Cr Brenda Bowman, Anne Eyles, Irene Hughes-Jones, Wendy Story, Bronwyn Scholes, Bruce Davey, Joyce Yeomans, Geoff Lock, Kylie Gray

### **1.2 IN ATTENDANCE**

David Cowell

### **1.3 APOLOGIES**

Sam Carter, Belynda Redding

### **1.4 MINUTES OF THE PREVIOUS MEETING**

**Joyce Yeomans moved**                      **Wendy Story seconded**

That the minutes of the Art Committee meeting held on 4<sup>th</sup> March 2014 as circulated, be confirmed as a true record.

**CARRIED**

### **1.5 CONFLICT OF INTEREST**

Cr Bob Nicholls reminded the members of their responsibility to declare any conflict of interest.

Questions and further information on Conflict of Interest should be directed appropriately to the Chairperson, Governance Officer or ICAC.

## **ITEM 2 UPDATE**

- A3 signs are currently being followed up by Kylie in preparation for the opening, such as Conditions of Entry, 'Take a Ticket' signs for sales on opening night, Pick up times, demonstrator schedules, screen numbers for artworks and other signs as required.
- Peter Aitchison from the NY Art Group called to advise of his availability on Friday the 11<sup>th</sup> of April to be involved with the hanging of works. Contact details for Peter will be provided in the case that Friday is not required.
- All advertising as requested has been completed, including print media, tv and radio.
- Purchase Order completed for Ardrossan Foodland for the purchase of water, orange juice and platters.
- Plastic cups, plates, napkins, packing tape, liquor licensing signs, judges packs, dots, receipt tickets,
- Door prize entry tickets, artworks catalogue number cards have been provided to Anne and Irene who have kindly offered to cut them all up.
- Artworks starting to come into Minlaton for deliver to Ardrossan.
- Roll of brown paper from the Minlaton Office Store Room to be delivered to he Ardrossan Hall – Kylie will ask Nick Hoskin to do this.
- The old Council sponsorship banner is no longer required and can go back to Council.
- Collection details for sold and unsold works to be added to the website
- Bronwyn will email a finance report through next week when she is back in the office
- Discussion occurred around GST being exclusive of the sponsorship amount and therefore added to the invoices. Bob to follow up with Karen what the options are regarding sponsorship and donations.
- Anyone that can source a long arm stapler for the catalogue construction, it would be appreciated. Kylie will speak with Sally, Anne and Irene to arrange collating.
- Anne to provide the blankets for the tables to protect works while packing/unpacking
- Sally to provide round tables for cheese platters
- Bruce to supply tape measure
- Irene to supply table cloths
- David Cowell to provide a table for the stage to hold water jug
- Joyce advised that she is unavailable on the 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> of April
- Daphne is not available on the 10<sup>th</sup> of April
- Garden club are setting up on Wednesday morning – Brenda to unlock

### **Opening night:**

- Presentation of awards will be divided as follows:  
John Sandcock (section a), Mayor Ray and Mayoress Claudia (section b), David Cowell (MC), Bob Nicholls (middle & junior schools), Stephen Griffiths (senior schools)
- David Cowell and Bob Nicholls to do the meet and greet
- Door prize ticket box will be located at the sales desk which will be located front of house
- Jeanne Olderman's request for 6 attendees to opening night and a place on the invitation list for future years was granted.
- 195 total attendees have currently RSVP'd
- Word version of running sheet to be provided to David Cowell
- Open merit awards may be required



### **Remainder of Exhibition**

- Demonstrating Artist will be located at the front of the stage
- Thursday to Saturday – Brenda will be responsible for the secure storage of any money. Bruce will have this duty on Sunday night.
- People's choice tickets will be locked in the APA office each night
- People's choice announcement will be at 4pm Sunday – Anne to count the votes

### **After the Exhibition**

- Thank you letters to be sent

**Catalogue edits** – page 33 Yorke spelt incorrectly, addition of '\$2' to the front of the catalogue, addition of 'Major Prize Sponsor' to Ardrossan Progress Associations advertising pages (decided after the meeting)

### **ITEM 3 GENERAL BUSINESS**

Bronwyn advised that Anna Goodhind has requested to have a co-judge Serena Wong and provided her resume. Committee agreed to having an assistant judge and that a write up be added to the catalogue.

Bob advised that he will arrange a card of condolence for Pamela Kouwenhoven's family.

Councils pull up banners to be located for the event – Email to Jackie

Opportunity for comments on the exhibition or to be added to lists for artists or opening night guests to be provided at the exhibition.

Bruce advised of the screen maintenance required and changes to storage arrangements that may prevent breakages in the future.

### **ITEM 4 NEXT MEETING**

April 29<sup>th</sup> – Minlaton Meeting Room – 2pm - For debrief of the exhibition.

Next meeting after April – For discussions around the format of the Art Committee – It was suggested that Bob and/or Brenda provide a report to the Committee on the proposed changes and what effect this will have on all current members and general running of the exhibition.

### **ITEM 5 CLOSURE**

The Meeting Closed at 4pm

.....  
**Cr Bob Nicholls**

## **DIRECTOR ASSETS & INFRASTRUCTURE SERVICES**

### **IA/ITEM 4.5**

#### **1. CONSTRUCTION & MAINTENANCE WORKS** (File Ref:9.24.1.1)

##### **INTRODUCTION**

The following is a summary of capital and maintenance works undertaken within Assets & Infrastructure Services during the month preceding the May 2014 meeting of Council.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

- Road construction and maintenance works have been applied to the following roads in accordance with the 2013/14 budget allocations:
  - Clinton Road – bitumen sealed by contractors
  - Daly Head Road – construction completed
  - Coringle Road – commenced
  - Didlyamulka Road – commenced
  - Falie Drive, Price – upgrading/resheeting ongoing
  - Waylands Road – upgrading/resheeting ongoing
  - Brosters Road – culvert installation
  - Tiddy Widdy Road – ongoing
- Patrol grading is ongoing throughout the district in line with the schedule and technique applied with rains welcomed in most areas.
- The Ardrossan clifftop fencing relocation project is well underway. This project has seen the removal and replacement of fencing in accordance with a risk assessment of the collapsing cliffs within the area. The success of this project was due to matched funding aligned with the Premiers Local Government Stimulus Program.
- Servicing of parks, gardens and reserves is ongoing throughout the district within current resource availability. Staff also focussed on preparations for ANZAC Day celebrations and are again commended on their efforts.
- The airstrip lighting has been upgraded within the Minlaton Aerodrome. Replacement of the fencing is also underway as part of the successful funding objecting pursuant to the Remote Airstrip Assistance Program (RAAP).
- Approximately eighty (80) Customer Service Requests (CSR's) were addressed throughout April with activities including:
  - Driveway installations
  - Vandalism response
  - Footpath maintenance
  - Traffic control device installation

- Maintenance to public buildings
- Roadside vegetation
- The following upgrades/works have been applied to Community Wastewater Management Systems (CWMS), water supply and stormwater harvesting schemes:
  - CWMS**
    - Flow meter replaced – **Sultana Point**
    - Upgrade to irrigation line – **Bluff Beach**
    - New PLC computer (pump station) – **Maitland**
    - Flushing of gravity drain – **Maitland**
    - Sprinkler replacement (irrigation) – **Rogues Point**
  - Water**
    - Leaks repaired – **Port Rickaby**
  - Stormwater Harvesting**
    - Town oval connected – **Ardrossan**
    - Stormwater infrastructure installation – **Ardrossan**
    - Compound fencing - **Ardrossan**
- All CWMS and water supplies are continually monitored and tested in accordance with Department of Health (DoH) and Environment Protection Authority (EPA) licence conditions.
- Roadside vegetation maintenance is ongoing within the Hundreds of Warrenben & Carribe (Marion Bay Road).
- Dredging (removal of seaweed) has been completed within the Ardrossan Boat Launching Facility in accordance with EPA conditional requirements.
- Jetpatching activities have been undertaken within Warooka.
- Footpath maintenance has been completed in Yorketown, Arthurton and Price.
- The Walk the Yorke Project is progressing in accordance with milestone objectives for this stage of the project.

#### LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN

Strategic Plan

Key Theme: Sustainable Communities  
1. Sustainable Infrastructure

Strategic Goal: 1.1 Provide infrastructure assets that are sustainable and safe

#### FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS

Not applicable.

## **DIRECTOR ASSETS & INFRASTRUCTURE SERVICES**

### **IA/ITEM 4.5**

#### **2. 2014 LGA ROADS & WORKS CONFERENCE** (File Ref:9.24.1.1)

##### **INTRODUCTION**

The purpose of this report is to seek registration of interest from Elected Members to attend the 2014 LGA Roads & Works Conference to be held at Port Lincoln on 28<sup>th</sup> & 29<sup>th</sup> August 2014.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

To secure early registration for the LGA Roads & Works Conference, I encourage Elected Members to forward their interest to attend this conference to my EA, Melissa Kenny, no later than Friday the 30<sup>th</sup> of May 2014.

The Yorke Peninsula Council have been, and will continue to be, great supporters of this Roads & Works Conference, generally attributed to the networking outcomes and informative sessions on offer at this conference format.

The program is currently being completed and will offer a wide range of topics for presentation to delegates:

Those considering attending should be aware that travelling arrangements to Port Lincoln will commence on Wednesday 27<sup>th</sup> August. This said, firmer details complimenting travel arrangements will be secured once registrations are finalised.

I again encourage members to consider attending, and please ensure that you register your interest with Melissa prior to 30<sup>th</sup> May 2014.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Strategic Plan

Key Theme: Sustainable Communities

1. Sustainable Infrastructure

Strategic Goal: 1.3 Work in partnership with our neighbouring Councils, the Central Local Government Association, the LGA, the YP Council's Alliance, major industries, local businesses and other key groups

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Not applicable.

## **DIRECTOR DEVELOPMENT SERVICES**

### **IA/ITEM 4.6**

#### **1. DEVELOPMENT APPLICATION DECISIONS**

(File Ref: 9.24.1.1)

##### **INTRODUCTION**

Development Applications for the period 31 March 2014 to 2 May 2014.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

The following is a list of all Development Applications processed for the period 31 March 2014 to 2 May 2014.

##### Yorketown

544/1255/2012	544/1036/2013	544/1225/2013
544/1227/2013	544/1235/2013	544/1242/2013
544/1243/2013	544/1244/2013	544/1245/2013
544/1246/2013	544/1248/2013	544/1256/2013
544/1259/2013	544/1260/2013	544/1263/2013
544/1268/2013	544/1276/2013	544/1006/2014
544/1011/2014	544/1013/2014	544/1023/2014
544/1025/2014	544/1029/2014	544/1037/2014
544/1039/2014	544/1044/2014	544/1050/2014
544/1051/2014	544/1057/2014	544/1058/2014
544/1061/2014	544/1074/2014	

##### Maitland

544/2127/2011	544/2078/2013	544/2164/2013
544/2234/2013	544/2253/2013	544/2261/2013
544/2266/2013	544/2273/2013	544/2274/2013
544/2275/2013	544/2277/2013	544/2281/2013
544/2285/2013	544/2290/2013	544/2294/2013

544/2304/2013	544/2021/2014	544/2024/2014
544/2038/2014	544/2041/2014	544/2043/2014
544/2048/2014	544/2052/2014	544/2054/2014
544/2059/2014	544/2061/2014	544/2079/2014

#### Land Divisions

544/D004/2014

### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Local Government Act 1999

Development Act 1993

Council's Development Plan

Strategic Plan

Key Theme: Sustainable Communities  
2. Progressive and Sustainable Development  
Strategic Goal: 2.2 Streamlined Development Assessment Process

### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Development Assessment functions involve critical risk management considerations which include meeting legislative responsibilities, environmental issues, impact upon community and safety.

**LIST OF DEVELOPMENT APPLICATIONS & DECISIONS ISSUED BY THE ASSISTANT BUILDING SURVEYOR UNDER DELEGATION  
FOR THE PERIOD 31 March 2014 TO 2 May 2014**

**YORKETOWN**

Dev. App. No.	Name & Address	Location	Proposal	Class	Area m <sup>2</sup>	Cost \$	Conditions Planning Building	Assessment / Valuation No	Decision Date	Builder Licence No
544/1255/2012	Hart Bros PO Box 193 WAROOKA	Lot 100 Martin Road MINLATON	Change of Land Use – Sand/Metal Yard Stage 1 & 2 Only	6 & 10	13585	20,000	Planning 20 Building Nil	419572 5408895103	1 May 2014	Owner Builder
544/1036/2013	E Collins PO Box 14 YORKETOWN	(Sec 296) 116 North Coast Road POINT TURTON	Dwelling Alterations	1a	19.24	9,000	Planning 2 Building 3	115493 5400871975	1 April 2014	Owner Builder
544/1225/2013	P Koutsoukos 18 Debney Street FULHAM GARDENS	(Lot 53) 22 Sultana Point Road EDITHBURGH	Two Storey Dwelling & Garage	1a 10a	251.91 60.00	250,000	Planning 8 Building 3 Private Certifier	430281 5405115626	30 April 2014	TBA
544/1227/2013	M & K Cook 23 Second Street MINLATON	(Lot 2 23 Second Avenue MINLATON	Dwelling Extension, Verandah & Garage	1a 10a 10a	65 38 24	95,000	Planning 4 Building 6 Private Certifier	303107 5407774502	10 April 2014	S Palecek
544/1235/2013	S Dumesny 6 Rosella Street MODBURY HEIGHTS	(Lot 13) Lake Fowler Road COOBOWIE	New Transportable Dwelling	1a	124.2	124,755	Planning 6 Building 3	400662 5405681206	10 April 2014	Allsteel Transportable Homes GL10238
544/1242/2013	Yorke Peninsula Council PO Box 88 MINLATON	Section 691 HD Melville	Flat Roof Shelter on Road Reserve	10a	18	1,600	Planning 3 Building 2	225557 5406329650	14 April 2014	Yorke Peninsula Council
544/1243/2013	Yorke Peninsula Council PO Box 88 MINLATON	Section 232 HD Moorowie	Flat Roof Shelter on Road Reserve	10a	18	1,600	Planning 3 Building 2	228551 5406453213	14 April 2014	Yorke Peninsula Council
544/1244/2013	Yorke Peninsula Council PO Box 88 MINLATON	Lot 3 HD Para Wurlie	Flat Roof Shelter on Road Reserve	10a	18	1,600	Planning 3 Building 2	115378 5400871238	14 April 2014	Yorke Peninsula Council
544/1245/2013	Yorke Peninsula Council PO Box 88 MINLATON	Section 283 HD Minlacowie	Flat Roof Shelter on Road Reserve	10a	18	1,600	Planning 3 Building 2	321646 5408973554	14 April 2014	Yorke Peninsula Council

544/1246/2013	Yorke Peninsula Council PO Box 88 MINLATON	Section 452 HD Para Wurlie	Flat Roof Shelter on Road Reserve	10a	18	1,600	Planning 3 Building 2	116582 5400874850	14 April 2014	Yorke Peninsula Council
544/1248/2013	Nankivell Enterprises Pty Ltd PO Box 300 WAROOKA	(Lot 43) 223 Bayview Road POINT TURTON	Verandah	10a	22.8	2,000	Planning 2 Building 2 Private Certifier	111526 5400786800	1 April 2014	J & S Pergola's BLD53156
544/1256/2013	S Dumesny 6 Rosella Street MODBURY HEIGHTS	(Lot 13) Lake Fowler Road COOBOWIE	Garage	10a	67.5	9,500	Planning 4 Building 2	400622 5405681206	10 April 2014	Tony Glover BLD51278
544/1259/2013	J Reeves 42 Coppin Street SEMAPHORE	(Lot 2) 5 Rattley Drive COOBOWIE	Two Storey Dwelling, Carport & Balcony	1a 10a 10a	164 22.3 22.6	210,000	Planning 4 Building 2 Private Certified	214742 5405663059	17 April 2014	Coast To Coast Homes BLD225824
544/1260/2013	D & D Mason PO Box 65 ALDGATE	(Lot 48) 33 North Coast Road POINT TURTON	Garage	10a	126.31	19,200	Planning 6 Building 2	406553 5400785858	29 April 2014	TBA
544/1263/2013	L Altman 19 Lutana Grove DERNANCOURT	Lot 17 Unnamed Road YORKETOWN	New Dwelling, Carport & Verandah	1a 10a 10a	95.2 18 41.4	120,505	Planning 7 Building Nil Private Certified	425157 5403344003	10 April 2014	Country Living Homes BLD194214
544/1268/2013	M & S Henderson PO Box 27 MALLALA	(Sec 344) 711 Beegoodye Wells Rd MINLATON	Dwelling, Verandah/ Deck	1a 10a	137.13 51.95	188,789	Planning 5 Building Nil Private Certifier	323469 5408980359	14 April 2014	Country Living Homes BLD194214
544/1276/2013	L & C Cichon 20 Priory Road GULFVIEW HEIGHTS	(Lot 66) 28 Reef Crescent POINT TURTON	New Transportable Dwelling	1a	90	81,000	Planning 7 Building 8 Private Certifier	426411 5401052509	16 April 2014	Oasis Transportable Homes G8183
544/1006/2014	P Petterson PO Box 38 HARDWICKE BAY	(Lot 94) 16 Daly Terrace HARDWICKE BAY	Garage	10a	75.6	11,000	Planning 5 Building 2	321877 5408974805	10 April 2014	Owner Builder
544/1011/2014	ML Peterson PO Box 37 KULPARA	(Lot 170) 1 Fourth Street WOOL BAY	Pergola & Verandah	10a	154	24,200	Planning 3 Building 3	216184 5405803200	1 April 2014	Rodney Bray BLD43303
544/1013/2014	L & C Cichon 20 Priory Road GULFVIEW HEIGHTS	(Lot 66) 28 Reef Crescent POINT TURTON	Garage	10a	72	6,500	Planning 5 Building 2	426411 5401052509	16 April 2014	Owner Builder
544/1023/2014	A & A Joy 30 Suffolk Road ALDGATE	(Lot 48) 4 Oyster Point Drive STANSBURY	Verandah Extension	10a	6	1,000	Planning 1 Building 2	207027 5404715005	16 April 2014	S Palecek
544/1025/2014	S Dumesny 6 Rosella Street MODBURY HEIGHTS	(Lot 13) Lake Fowler Road COOBOWIE	Verandahs x 2	10a	64.4	8,000	Planning 4 Building 4	433136 5405681370	10 April 2014	Tony Glover BLD51278



544/1029/2014	L Altman 19 Lutana Grove DERNANCOURT	Lot 17 Unnamed Road YORKETOWN	Garage	10a	36	7,535	Planning 6 Building 2	425157 5403344003	10 April 2014	TBA
544/1037/2014	M & S Henderson PO Box 27 MALLALA	(Sec 344) 711 Beegoodye Wells Rd MINLATON	Garage	10a	54	8,580	Planning 6 Building 2	323469 5408980359	14 April 2014	Metal As Anything
544/1039/2014	A Parkes & A Pitt PO Box 295 MINLATON	(Lot 11) 9 Klein Point Road STANSBURY	New Dwelling, Garage, Alfresco Verandah	1a 10a 10a 10a	192.4 46.8 38.2 28	250,000	Planning 8 Building 6 Private Certifier	405456 5404764106	10 April 2014	TBA
544/1044/2014	H & E Gilmore 4 Lorraine Avenue MITCHAM	(Lot 93) 165 Bayview Road POINT TURTON	Verandah	10a	15	3,500	Planning 1 Building 2 Private Certifier	426684 5401060752	10 April 2014	J Mitchell BLD53156
544/1050/2014	BJ & TJ Haywood 7 Honner Avenue YORKETOWN	(Lot 7) 7 Honner Avenue YORKETOWN	Garage Extension	10a	30	2,500	Planning 5 Building 2	202903 5403539628	1 April 2014	Owner Builder
544/1051/2014	L & M Daniell Nominees Pty Ltd PO Box 134 YORKETOWN	Lot 11 Moorowie Station Road PORT MOOROWIE	Implement Shed	7b	495	49,000	Planning 2 Building Nil Private Certifier	432765 5406422556	1 April 2014	RNI Constructions BLD259276
544/1057/2014	Hancock Family Trust C/- Post Office YORKETOWN	(Sec 210) 789 Goldsmith Beach Road EDITHBURGH	Implament Shed	7b	291	30,000	Planning 2 Building Nil	222398 5406313000	16 April 2014	Owner Builder
544/1058/2014	GA Smith 28 Kona Crescent SULTANA POINT	(Lot 48) 28 Kona Crescent SULTANA POINT	Verandah	10a	45.5	10,000	Planning 3 Building 3	414987 5406305106	02 April 2014	Softwoods Timberyards Pty Ltd
544/1061/2014	The Pines Community Assoc. PO) Box 8 WAROOKA	(Lot 81) 2-6 Ti-Tree Road THE PINES	Storage Shed Addition	7b	18	4,000	Planning 5 Building 2	113548 5400847270	16 April 2014	Metro Carports & Garages BLD157074
544/1074/2014	K Smith 1 Yorketown Road Minlaton	(Sec 289) Site 27 1A Maitland Road MINLATON	Caravan Annexe	1a	19.8	4,800	Planning 3 Building 3	303933 5407841007	1 May 2014	Matthew Lampe
<b>TOTAL</b>						<b>\$1,558,364</b>				

#### MAITLAND

Dev. App. No.	Name & Addresses	Location	Proposal	Class	Area m <sup>2</sup>	Cost \$	Conditions Planning Building	Assessment / Valuation No	Decision Date	Builder Licence No
544/2127/2011	A O'Brien PO Box 2212 ALICE SPRINGS	Sec 286 HD Curramulka	Dwelling, Verandah & Deck	1a 10a	267	254,827	REFUSED	313932 5408638561	17 April 2014	Longridge Group BLD175837
544/2078/2013	DB & SM Richards PO Box 395 ARDROSSAN	(Lot 294) 2-12 Pepper Road ARDROSSAN	Carport & Shed Extensions	10a	144	10,000	Planning 6 Building 10	4595 4600298312	14 April 2014	Owner Builder 41

544/2164/2013	LW Easter 5 Second Street ARDROSSAN	(Lot 7) 115 Marine Parade PORT VINCENT	Demolish Existing; New Dwelling, Carport, Balcony & Verandah;	1a 10a	241 76	340,000	Planning 10 Building 3 Private Certifier	312090 5408490000	29 April 2014	TBA
544/2234/2013	K Hoskins PO Box 261 PORT VINCENT	(Lot 35) 18 Koorunga Street PORT VINCENT	Carport, Pergola & Shed	10a	158	20,000	Planning 5 Building 1 Private Certifier	421701 5408340950	14 April 2014	TBA
544/2253/2013	B Oster RMD 1042 Dowlingville via KADINA	(Lot 336) 815 Pioneer Road DOWLINGVILLE	Garage	10a	144	30,000	Planning 6 Building 2 Private Certifier	21857 4604098107	14 April 2014	TBA
544/2261/2013	TL Bertalli 76 Little Cowra Rd YELTA	Lot 19 Ketch Street PORT VICTORIA	Dwelling & Deck x 2	1a 10a	151.23 39.38	154,796	Planning 8 Building Nil Private Certifier	415182 4603169209	02 April 2014	Kookaburra Homes Pty Ltd 181800
544/2266/2013	B Walkington PO Box 254 BERRI	(Lot 48) 4 Anne Court BALGOWAN	Dwelling Extension inc Verandah & Deck	1a 10a	47.41 29.90	81,500	Planning 5 Building 3	36418 4605076006	14 April 2014	TBA
544/2273/2013	Yorke Peninsula Council PO Box 88 MINLATON	Lot 4 HD Muloowurtie	Flat Roof Shelter	10a	18	1,600	Planning 3 Building 2	28662 4604615127	14 April 2014	Yorke Peninsula Council
544/2274/2013	Yorke Peninsula Council PO Box 88 MINLATON	Section 304 HD Kilkerran	Flat Roof Shelter	10a	18	1,600	Planning 3 Building 2	24257 4604317609	14 April 2014	Yorke Peninsula Council
544/2275/2013	Yorke Peninsula Council PO Box 88 MINLATON	Lot 14 HD Tiparra	Flat Roof Shelter	10a	18	1,600	Planning 3 Building 2	47639 4607417708	14 April 2014	Yorke Peninsula Council
544/2277/2013	MC Webster PO Box 243 ARDROSSAN	(Lot 9) 18 Blue Crab Court ARDROSSAN	Dwelling, Attached Garage & Porch	1a 10a	142.84 41.68	184,263	Planning: 4 Building: 1 Private Certifier	429456 4600339559	2 May 2014	Sterling Homes
544/2281/2013	RG Harrison 354 Milne Road MODBURY HEIGHTS	(Lot 52) 14 Seaview Road MAITLAND	Storage Shed Container x 2	10a	30	8,000	Planning 6 Building 3	12096 4601991047	30 April 2014	Owner Builder
544/2285/2013	PM & SL Bastian 16 Sapphire Street HIGHBURY	(Lot 75) 8 Wellington Drive PORT JULIA	Dwelling & Decking	1a 10a	145.10 21.20	153,000	Planning 6 Building 2 Private Certifier	428235 5408646182	2 May 2014	Coast to Coast Homes

544/2290/2013	T Robinson PO Box 145 ARTHURTON	(Sec 534) 14468 Spencer Highway WEETULTA	Implement / Hay Shed	7	260	8,000	Planning 2 Building 6	405415 4607409177	08 April 2014	Owner Builder
544/2294/2013	TC Whittaker PO Box 39 ARDROSSAN	(Lot 332) 234 Rowntree Rd PETERSVILLE	Demolition of Existing Dwelling; New Dwelling	1a	303	250,000	Planning 8 Building 1 Private Certifier	21642 4604075108	14 April 2014	TBA
544/2304/2013	TL Bertalli 76 Little Cowra Rd YELTA	Lot 19 Ketch Street PORT VICTORIA	Carport	10a	47.53	5,758	Planning 2 Building 3	415182 4603169209	02 April 2014	Owner Builder
544/2021/2014	Barnregar Pty Ltd 33 Robert Street MAITLAND	(Lot 1) 33-41 Robert Street MAITLAND	Hotel Internal Alterations	3		8,000	Planning Nil Building 7	10207 4601804600	15 April 2014	NK Dutschke
544/2024/2014	Port Vincent Tennis Club PO Box 92 PORT VINCENT	(Lot 44) 1 Parsons Street PORT VINCENT	Verandah	10a	43	1,000	Planning 1 Building 2	310052 5408382500	09 April 2014	Steven Horn Constructions
544/2038/2014	S Kennedy 14 First Street ARDROSSAN	(Lot 134) 12 Third Street ARDROSSAN	Demolish Garage	10a	40	1,000	Planning NA Building 7	992 4600171004	2 April 2014	Ardrossan Earthmoving
544/2041/2014	JA Wark PO Box 165 TANUNDA	(Lot 2) 107 Marine Parade PORT VINCENT	Dwelling Addition & Alteration	1a	14.5	50,000	Planning Nil Building 10	312058 5408486000	30 April 2014	D Gameau 169827
544/2043/2014	Paradise Developments PO Box 12 HACKHAM	(Lot 1) 2-6 Marina Drive PORT VINCENT	Relocation of Freestanding Sign	10b		1,500	Planning 2 Building 2	410993 5408496604	16 April 2014	Owner Builder
544/2048/2014	JD Drewer 9 Windsor Avenue CLAPHAM	(Lot 57) 11 Esplanade BALGOWAN	Garage	10a	38.5	300	Planning Nil Building 5	36509 4605080507	29 April 2014	Owner Builder
544/2052/2014	RC Williams PO Box 48 PINE POINT	(Lot 41) 5 Second Street PINE POINT	Carport & Verandah	10a	79	14,000	Planning 2 Building 3	19653 4603819208	16 April 2014	TBA
544/2054/2014	L Cavallaro 6 Trinity Way ANGLE VALE	(Lot 51) 58 East Terrace ARDROSSAN	Garage	10a	49	6,000	Planning 5 Building 2	6338 4600375402	16 April 2014	TBA
544/2059/2014	Dawson Thomas PO Box 123 MAITLAND	(Lot 3) 45 Elizabeth Street MAITLAND	Demolition of Garages	10a	374	8,000	Planning Nil Building 8	10033 4601794107	17 April 2014	Owner Builder
544/2061/2014	BR Westley 2 Blue Crab Court ARDROSSAN	(Lot 1) 2 Blue Crab Court ARDROSSAN	Verandah	10a	25.98	9,214	Planning Nil Building 1 Private Certifier	429373 4600339954	16 April 2014	Creative Outdoors
544/2079/2014	S Milanese 8 Greaves Court EVANSTON	(Lot 3) 15 Kemp Street PORT VINCENT	Verandah	10a	18	8,000	Planning Nil Building 1 Private Certifier	309781 5408370550	17 April 2014	Creative Outdoors 43
<b>TOTAL</b>						<b>\$1,357,131</b>				

**LAND DIVISIONS**

<b>Dev. App. No.</b>	<b>Name &amp; Address</b>	<b>Location</b>	<b>Proposal</b>	<b>Conditions Planning Building</b>	<b>Assessment / Valuation No</b>	<b>Decision Date</b>
544/D004/2014	KC Hein C/- John Bested & Associates Pty Ltd 362 Magil Road KENSINGTON	(Lot 3 & 4) 13 & 15 Francis Avenue POINT TURTON	Land Division	Planning 1 Land Division 1	102202 5400456069	16 April 2014

## **DIRECTOR DEVELOPMENT SERVICES**

### **IA/ITEM 4.6**

#### **2. INSPECTORIAL – ACTIVITY REPORT**

(File Ref:9.24.1.1)

##### **INTRODUCTION**

To inform Council of the activities of the Inspectorial Team.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

Council's Officers have dealt with many routine matters during the past month, including parking complaints, illegal camping, wandering and nuisance dogs, abandoned vehicles, noisy dogs and nuisance cats. One Expiation notice has been issued to a person for keeping an unregistered dog.

The Fire Prevention Officer (FPO) has continued to monitor fire hazards throughout the fire danger season and take appropriate action where needed. Two farmers have been expiated for breaching their permits conditions, both of which were in relation to complaints received relating to burning over Easter. Both of these fires should have been extinguished several days earlier but were allowed to burn for several days unattended.

The fire danger season concluded on 30 April 2014. This year Council received 1032 notifications of permit holder's intention to burn, with 48% of these notifications completed by the permit holder via Council's online system. The amount of notifications has increased by approximately 20% from last year, however, it is disappointing that the number of permit holders notifying Council of their intention to burn themselves via Council's web site had dropped from 52% to 48%.

Earlier in the financial year, Mr Phillip Graham; Coordinator Aboriginal Environmental Health contacted Council with the view of holding an animal desexing clinic at Point Pearce. This clinic was subsequently held on 29 April 2014 in the farm shed at Point Pearce. Phillip Graham (who is of Aboriginal descent and has close affiliations with Point Pearce), two veterinarians, two veterinarian nurses and two of Council's Animal Management Officers assisted on the day which resulted in 21 dogs and two cats being desexed. The clinic was extremely successful and Mr Graham is looking at organising a similar day early next financial year.

Routine patrols of boat ramps have also been carried out to ensure the users are paying the appropriate launching fee to use certain facilities. Six expiation notices have been issued to persons that did not pay to use the facility prior to launching their boat.

Regular patrols have also taken place at the bush camping areas to ensure users are paying for the facilities. These facilities were extremely well utilised over the Easter/Anzac holiday period, with several of the camping grounds at full capacity.

Council's Officers have completed an investigation into a dog incident at Flaherty's Beach that received a significant amount of social media coverage. The investigation revealed that a local farmer was driving along the beach with his dogs on the back of the ute (unsecured which is an offence pursuant to the Dog and Cat Management Act when a large dog ran up to the ute and grabbed one of the dogs off the back of the ute and

continued to shake the dog as if it was trying to kill it. Neither the farmer nor the owner of the attacking dog were unable to stop the attack, therefore the farmer injured the attacking dog in an attempt for that dog to release his dog. Pursuant to the Dog and Cat Management Act a person can injure or destroy a dog if it is reasonably needed for the protection of life or property. The owner of the attacking dog, who had only taken ownership of the dog a short time earlier from a dog rehoming institution, took her dog to a vet for medical treatment, but chose to have the dog euthanized. The farmer's dog did not receive any serious injuries. No further action was taken over the alleged incident.

Three persons were spoken to in relation to illegal advertising signs on vehicles on the Yorke Highway near Ardrossan and advised to remove the vehicles and signs from the road prior to Easter. One of the persons did not comply with the instruction and subsequently a trailer and sign was impounded on Easter Saturday by Council staff. The owner of this sign and trailer subsequently contacted Council and is making arrangements to collect it after paying the impounding fee.

#### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Fire and Emergency Services Act 2005

Dog and Cat Management Act 1995

Local Government Act 1999

Strategic Plan

Key Theme: Corporate Governance and Leadership  
2. Organisational Efficiency and Resource Management

Strategic Goal: 2.3 Meet all legislative and compliance responsibilities

#### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

The activities undertaken by Council Rangers are based on reducing the risk of nuisance, injury, public damage and disaster to the community.

## **DIRECTOR DEVELOPMENT SERVICES**

### **IA/ITEM 4.6**

### **3. ENVIRONMENTAL HEALTH ACTIVITY REPORT**

(File Ref: 9.24.1.1)

#### **INTRODUCTION**

To inform Council of the activities of the Environmental Health Officer.

#### **RECOMMENDATION**

That the report be received.

#### **COMMENT**

Ongoing assessment of waste control applications and the inspection of work done by trade's people.

Regular routine inspections of food businesses.

On 27 and 28 March the EHO attended the Public Health Forum 'Learn Together, Lead Together' in Adelaide. The forum provided support and resources to Environmental Health Officers (EHOs) to assist when applying the provisions of the *South Australian Public Health Act 2011*, the *Food Act 2001* and other relevant legislation. There was also a session on the *Emergency Management Act 2004* and the role of an EHO in an emergency.

The relevant asbestos registers from Council's recent audit have been provided to Council operated or leased caravan parks. Under the Work Health and Safety Regulations the register must be made available to all tenants, occupiers, contractors or any other person who may at any time encounter the asbestos containing materials (ACM). Other premises will be provided with their asbestos registers where there is a location or person on site to ensure the register is available to view.

On Monday 28 April the Director Development Services and the EHO met with an officer from SA Health in regard to the Consistent Enforcement Project being undertaken jointly by the LGA and SA Health. Consultation with a sample of Councils is an integral part of the project in order to obtain a good understanding of the factors that influence enforcement decisions. Yorke Peninsula Council was chosen both as a regional Council and one which already has their Enforcement Policy available on its website. Further, a reference group has been established comprising representation from the LGA, local Councils, SA Health and Environmental Health Australia (SA). The findings will direct future work to ensure strategies are appropriate and effective.

It is intended that the outcomes of the project will be utilised by local Councils and Public Health Services (SA Health). Environmental Health Officers will be afforded the opportunity to comment on draft guidance material that is created. This information has also been communicated to local government via LGA Circular 15.2.

## **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

South Australian Public Health Act 2011

Food Act 2001

South Australian Public Health (Wastewater) Regulations 2013

On-site Wastewater Systems Code

Strategic Plan

Key Theme:	Corporate Governance and Leadership
	2. Organisational Efficiency and Resource Management
Strategic Goal:	2.3 Meet all legislative and compliance responsibilities

## **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Mitigation of Council's risk by ensuring legislative compliance, consistency and appropriate, suitably qualified personnel are undertaking business and regulatory functions.



## **DIRECTOR DEVELOPMENT SERVICES**

### **IA/ITEM 4.6**

#### **4. WASTEWATER SYSTEM APPLICATION DECISIONS**

(File Ref: 9.24.1.1)

##### **INTRODUCTION**

Wastewater System application decisions for the period 31 March 2014 to 2 May 2014.

##### **RECOMMENDATION**

That the report be received.

##### **COMMENT**

The following is a list of all Wastewater System applications processed for the period 31 March 2014 to 2 May 2014.

##### Maitland

050/100/2013	050/172/2013	050/011/2014
050/047/2014		

##### Yorke town

050/089/2013	050/142/2013	050/173/2013
050/008/2014	050/015/2014	050/017/2014
050/026/2014	050/030/2014	050/031/2014
050/032/2014		

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Local Government Act 1999

Development Act 1993

Environmental Protection Act 1993

Council's Development Plan

Strategic Plan

Key Theme:	Sustainable Communities
	2. Progressive and Sustainable Development
Strategic Goal:	2.2 Streamlined Development Assessment Process

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Wastewater System approval functions involve critical risk management considerations which include meeting legislative responsibilities, environmental issues and public health.

**LIST OF WASTE CONTROL APPLICATIONS & DECISIONS ISSUED BY THE ENVIRONMENTAL HEALTH OFFICERS UNDER DELEGATION  
FOR THE PERIOD 31 March 2014 to 2 May 2014**

**Maitland**

<b>Septic App. No.</b>	<b>Owner</b>	<b>Location</b>	<b>Proposal</b>	<b>Conditions</b>	<b>Assess. No</b>	<b>Decision Date</b>	<b>Plumber &amp; Licence No</b>
050/100/2013	TL Bertalli 76 Little Cowra Road YELTA	Lot 19 Ketch Street PORT VICTORIA	Sewer Connection	11	415182	02 April 2014	Owner Applicant
050/172/2013	PM& SL Bastian 16 Sapphire Crescent PORT JULIA	(Lot 75) 8 Wellington Drive PORT JULIA	Septic & Soakage	11	428235	7 March 2014	Mark Derrington
050/011/2014	MC Webster PO Box 243 ARDROSSAN	(Lot 9) 18 Blue Crab Court ARDROSSAN	CWMS Connection	11	429456	11 February 2014	Sterling Homes
050/047/2014	LW & VT Easterh 5 Second Street ARDROSSAN	(Lot 7) 115 Marine Parade PORT VINCENT	Aerobic System	11	312090	29 April 2014	Shane Edwards

**Yorke Peninsula Council**

<b>Septic App. No.</b>	<b>Owner</b>	<b>Location</b>	<b>Proposal</b>	<b>Conditions</b>	<b>Assess. No</b>	<b>Decision Date</b>	<b>Plumber &amp; Licence No</b>
050/089/2013	A O 'Brien PO Box 2212 ALICE SPRINGS	Sec 286 HD Curramulka	LAPSED	Nil	313932	23/04/2014	Longridge Group
050/142/2013	M & R Cook 23 Second Avenue MINLATON	(Lot 2) 23 Second Avenue MINLATON	Alteration to Septic & Soakage	11	303107	10 April 2014	S Palecek
050/173/2013	J Reeves 42 Coppin Street SEMAPHORE	(Lot 2) 5 Rattley Drive COOBOWIE	Septic & Soakage	11a	214742	17 April 2014	M Darrington
050/008/2014	S Dumesny 6 Rosella Street MODBURY HEIGHTS	(Lot 13) Lake Fowler Road COOBOWIE	Aerobic System	11	433136	10 April 2014	Owner Applicant
050/015/2014	M & S Henderson PO Box 27 MALLALA	(Sec 344) 711 Beegoodye Wells Road MINLATON	Aerobic System	11	323469	14 April 2014	Aitchison Plumbing Services
050/017/2014	A Parkes 2a Parrington Street STANSBURY	(Lot 110) 9 Klein Point Road STANSBURY	Aerobic System	11	405456	10 April 2014	Owner Applicant

050/026/2014	LF Altman 19 Lutana Grove DERNANCOURT	(Lot 17) Starr Road YORKETOWN	Septic & Soakage	11	425157	10 April 2014	Owner Applicant
050/030/2014	L & C Cichon 20 Priory Road GULFVIEW HEIGHTS	(Lot 66) 28 Reef Crescent POINT TURTON	CWMS (Sewer) Connection	11	426411	16 April 2014	Aitchison Plumbing Service
050/031/2014	Harry Burkhill 1 Park Terrace ARDROSSAN	(Site 14) 1 Park Terrace ARDROSSAN	CWMS Connection	11	59	17 April 2014	Toby Simmons
050/032/2014	P Koutsoukos 18 Debney Street FULHAM GARDENS	(Lot 53) 22 Sultana Point Road EDITHBURGH	CWMS Connection	11	430231	30 April 2014	GA Earth Pty Ltd

# DEBATE

# AGENDA

## **CHIEF EXECUTIVE OFFICER**

### **DA/ITEM 6.1**

#### **1. GIFTS AND BENEFITS POLICY**

(File Ref:9.24.1.1)

##### **INTRODUCTION**

Council's Gifts and Benefits Policy has been reviewed in consideration of the recommendations made by KelledyJones Lawyers within the Accountability Disclosure Audit. An updated Gifts and Benefits Policy copy is attached.

##### **RECOMMENDATION**

That Council considers, approves and adopts the updated Gifts and Benefits Policy.

##### **COMMENT**

Council's Gifts and Benefits Policy has been reviewed based on the recommendations made by KelledyJones Lawyers within the Accountability and Disclosure Audit, completed in November 2013. The policy required revision to:

- Expressly recognise the amount of \$100 Gazetted by the Minister as a trigger for a record to be made in a gifts and benefits register
- Include specific reference to the two separate Elected Member and employee gifts and benefits registers
- Specify that hospitality must not be accepted from any person involved in a current tender process with the Council
- Allow the CEO to write to any person offering a gift/benefit and request that no further gifts/benefits be offered deemed necessary by the CEO
- Include that a breach of the policy also means a breach of the respective code of conduct.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Criminal Law Consolidation Act 1935

Freedom of Information Act 1991

Independent Commissioner Against Corruption Act (SA) 2012

Local Government Act 1999

Ombudsman Act 1972

Public Finance and Audit Act 1987

South Australian Government Gazette Notice 52 - Thursday, 22 August 2013

Whistleblowers Protection Act 1993

Code of Conduct for Council Employees

Code of Conduct for Council Members

Strategic Plan

Key Theme: Corporate Governance and Leadership

2. Organisational Efficiency and Resource Management

Strategic Goal: 2.3 Meet all legislative and compliance responsibilities

PO091 Risk Management Policy

PO134 Whistleblowers Policy

PO146 Disciplinary & Performance Management Policy

PO147 Complaints Policy

PO148 Fraud and Corruption Prevention Policy

PFC014 Process for Managing Complaints and Breaches under the Code of Conduct for Council Employees

PFC123 Process for Managing Complaints and Breaches under the Code of Conduct for Council Members

R034 - Employee Gifts and Benefits Register

R033 - Elected Members Gifts and Benefits Register

#### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

It is important to ensure that Council have the appropriate controls in place to uphold the principles of honesty, integrity and transparency in conducting all elements of its business.



# COUNCIL POLICY

## Gifts and Benefits

<b>Policy Number:</b>	PO150		
<b>Strategic Plan Objective</b>	Meet all legislative and compliance responsibilities		
<b>Policy Owner:</b>	Chief Executive Officer	<b>File Number:</b>	9.63.1
<b>Responsible Officer:</b>	Governance Officer	<b>Minute Reference:</b>	
<b>Date Adopted:</b>		<b>Next Review Date:</b>	May 2017

### 1. POLICY OBJECTIVES

Council is committed to acting in the best interests of the community and upholding the principles of honesty, integrity and transparency; all key components of good governance.

This Policy aims to distinguish between gifts and benefits that can be reasonably accepted and those that must be refused and to ensure that all gifts and benefits are managed in a transparent and accountable fashion.

### 2. SCOPE

2.1 This policy applies to all:

- i) Elected Members when exercising/performing official functions and duties in all situations, including those outside of normal business hours.
- ii) Employees when exercising/performing official functions and duties in all situations, including those outside of normal business hours.

### 3. DEFINITIONS

Definitions are provided in Attachment 1.

### 4. POLICY STATEMENT

Council must not accept any gifts/benefits that may be construed as a bribe by way to provide, coerce or extract information to gain an advantage, either directly or indirectly, for themselves, their family or a person with whom the employee is closely associated.

Elected Members and Employees must not:

1. Seek gifts/benefits of any kind;
2. Accept any gift/benefit that may create a sense of obligation on their part or may be perceived to be intended or likely to influence them in carrying out their public duty;
3. Accept any gift/benefit from any person who is in, or who seeks to be in, any contractual relationship with the Council;
4. Accept any gift/benefit from any person/organisation involved in a tendering or procurement process, either recent or ongoing;

5. Accept cash of any value.

Elected Members and Employees may accept hospitality provided in the context of performing their duties, including free or subsidised meals, beverages, or refreshments where there is no possibility of the attendance being construed as creating a sense of obligation, an advantage to the provider of the hospitality or an influence, provided in conjunction with:

1. The discussion of official business;
2. Council work related events such as training, education sessions workshops and conferences;
3. Council functions or events;
4. Social functions organised by groups such as Council committees and community organisations;
5. Invitations to and attendance at local social, cultural or sporting events;
6. Local Government/Government functions and/or events.

Hospitality must not be accepted from any person(s) involved in a current tender process with Council.

4.1 Employees

Before accepting a gift/benefit employees must receive permission to accept their gift or benefit from their direct Manager/Director.

4.2 Gifts and Benefits

The Minister for Planning, for the purposes of Section 63 (1) of the Local Government Act, 1999, published via Government Gazette that details of a gift or benefit of more than \$100 (each gift or benefit) must be recorded within a gifts and benefits register maintained and updated quarterly by the Council's Chief Executive Officer (CEO).

Council have determined that details of a gift/benefit must be recorded within Council's Gifts and Benefits Registers, R034 - Employee Gifts and Benefits Register or R033 - Elected Members Gifts and Benefits Register, as follows:

**Gifts and Benefits \$1 - \$100 in value**

Where Elected Members or Employees receive a gift/benefit between \$1 - \$100 in value, details of this gift/benefit must be recorded into the appropriate gifts and benefits register maintained by the CEO.

The gifts and benefits registers are available for inspection at the Principal Office of the Council and on the Council website. Once registered in the gifts and benefits register the said gift/benefit can be retained subject to 4.1 and the requirements under the mandatory codes of conduct and this policy.

The Elected Members Gifts and Benefits Register is in addition to and does not replace the Elected Members Allowances and Benefits Register R003.

**Gifts and Benefits over \$100 up to \$200 in value**

Where Elected Members or Employees receive a gift/benefit over \$100 and up to \$200 in value, details of this gift/benefit must be recorded into the appropriate gifts and benefits register maintained by the CEO for a determination which may include:

- Gift/benefit to be retained by Council and distributed as directed by the CEO



- An auction and/or raffle with proceeds donated to a registered charity as determined by the CEO, with local Charities taking priority.

In the event that any item for raffle/auction has no tickets sold or bids received, the said item will be distributed/donated by the Chief Executive Officer at his discretion.

The CEO's determination must be recorded into the appropriate gifts and benefits register.

#### **Gifts and Benefits over \$200 in value**

Where Elected Members or Employees receive a gift/benefit over \$200 in value, details of this gift/benefit must be recorded into the appropriate gifts and benefits register maintained by the CEO and referred to the CEO and Mayor for a determination which may include:

- Gift/benefit to be retained by Council and distributed as directed by the CEO
- An auction and/or raffle with proceeds donated to a registered charity as determined by the CEO, with local Charities taking priority.

In the event that any item for raffle/auction has no tickets sold or bids received, the said item will be distributed/donated by the CEO at his discretion.

The CEO/Mayor's determination must be recorded into the appropriate gifts and benefits register.

#### **Refusal**

If doubt exists, gifts/benefits are to be refused.

In some situations when gifts/benefits are offered, refusal may cause offence. If this is the case, the matter should be referred to the appropriate Director, or if the appropriate Director is not available, to the Chief Executive Officer.

In the case of the Chief Executive Officer, the matter should be referred to the Mayor.

In the case of Elected Members, the matter should be referred to the Chief Executive Officer.

Where a gift/benefit has been refused, the CEO may determine that it is appropriate to write to the person(s) offering the gift/benefit to inform them of this policy and request that no further gifts/benefits be offered.

## **5. COMPLAINTS**

Complaints about Elected Member behaviour under this policy must be in writing to the CEO (including any person acting in the role of CEO) and provide all available evidence to support the allegation(s).

Complaints about Employee behaviour under this policy must be in writing to the relevant department director (including any person acting in the role of director) and provide all available evidence to support the allegation(s).

Complaints about a director's behaviour under this policy must be in writing to the CEO (including any person acting in the role of CEO) and provide all available evidence to support the allegation(s).

In the case of a complaint against the CEO, complaints must be in writing to the Mayor (including any person acting in the office of Mayor) and provide all available evidence to support the allegation(s).

Complaints about Elected Member or Employee behaviour under this policy will be managed in accordance with Council's Process for Managing Complaints and Breaches under the Code of Conduct for Council Employees PFC014 or Process for Managing Complaints and Breaches under the Code of Conduct for Council Members PFC123. A breach of this policy will also mean that there has been a breach of the respective code of conduct.

Complaints about this Policy can be made in writing to the Governance Officer. These complaints will be managed in accordance with Council's Complaints Policy.

## **6. REVIEW**

This Policy will be reviewed every three years and as deemed necessary in consideration of any changes to legislation and relevant standards, codes and guidelines. Elected Members and Employees will actively participate in the evaluation process as required.

## **7. TRAINING**

Council is committed to supporting Elected Members and Employees in complying with this policy.

This policy will be provided to Elected Members and Employees during induction and training needs will be reviewed annually, during individual performance reviews and as necessary in consideration of any changes to legislation and relevant standards, codes and guidelines.

## **8. RELATED COUNCIL POLICIES AND DOCUMENTS**

PO091 Risk Management Policy  
PO134 Whistleblowers Policy  
PO146 Disciplinary & Performance Management Policy  
PO147 Complaints Policy  
PO148 Fraud and Corruption Prevention Policy  
PFC014 Process for Managing Complaints and Breaches under the Code of Conduct for Council Employees  
PFC123 Process for Managing Complaints and Breaches under the Code of Conduct for Council Members  
R034 - Employee Gifts and Benefits Register  
R033 - Elected Members Gifts and Benefits Register

## **9. REFERENCES AND LEGISLATION**

Criminal Law Consolidation Act 1935  
Freedom of Information Act 1991  
Independent Commissioner Against Corruption Act (SA) 2012  
Local Government Act 1999  
Ombudsman Act 1972  
Public Finance and Audit Act 1987  
South Australian Government Gazette Notice 52 - Thursday, 22 August 2013  
Whistleblowers Protection Act 1993  
Code of Conduct for Council Employees  
Code of Conduct for Council Members

## 10. COUNCIL DELEGATION

<b>Delegate:</b>	Chief Executive Officer
<b>Sub Delegate:</b>	Directors

## 11. VERSION HISTORY

<b>Archived Policy Name</b>	<b>Policy Number</b>	<b>Date Adopted</b>	<b>Last Reviewed</b>
Gifts and Benefits Policy	PO150	14/08/2013	14/05/14

## DEFINITIONS

Council	Yorke Peninsula Council.
Employee(s)	All personnel undertaking tasks/duties for and/or on behalf of the Yorke Peninsula Council, including persons employed directly by the Council in a full time, part-time or casual basis under an employment contract, volunteers, contractors, agency personnel and work experience placements.
Gifts or Benefits	Includes but is not limited to lunches, dinners, tickets to concerts or sporting events, bottles of wine or spirits, vouchers, accommodation, information or any item which may be interpreted or considered as payment or an expression of gratitude for a service provided, or to enhance/build a relationship which may be considered advantageous to the person providing the gift or benefit with whom the employee is closely associated. This extends to include a person with whom the Elected Member or employee is closely associated.
A Person with whom the Elected Member or employee is closely associated	<p>A person is closely associated with an Elected Member or employee of a council—</p> <p>(a) if that person is a body corporate of which the Elected Member or employee is a director or a member of the governing body; or</p> <p>(b) if that person is a proprietary company in which the Elected Member or employee is a shareholder; or</p> <p>(c) if that person is a beneficiary under a trust or an object of a discretionary trust of which the Elected Member or employee is a trustee; or</p> <p>(d) if that person is a partner of the Elected Member or employee; or</p> <p>(e) if that person is the employer or an employee of the Elected Member or employee; or</p> <p>(f) if that person is a person from whom the Elected Member or employee has received or might reasonably be expected to receive a fee, commission or other reward for providing professional or other services; or</p> <p>(g) if that person is a relative of the Elected Member or employee.</p>

## **CHIEF EXECUTIVE OFFICER**

### **DA/ITEM 6.1**

## **2. FRAUD AND CORRUPTION PREVENTION POLICY** (File Ref:9.24.1.1)

### **INTRODUCTION**

Council's Fraud and Corruption Prevention Policy has been reviewed in consideration of the recommendations made by KelledyJones Lawyers within the Accountability Disclosure Audit. An updated Fraud and Corruption Prevention Policy copy attached.

### **RECOMMENDATION**

That Council considers, approves and adopts the updated Fraud and Corruption Prevention Policy.

### **COMMENT**

Council's Fraud and Corruption Prevention Policy has been reviewed based on the recommendations made by KelledyJones Lawyers within the Accountability and Disclosure Audit, completed in November 2013. The policy required revision to include:

- Reference to the role of the Independent Commissioner Against Corruption (ICAC) and the Office of Public Integrity (OPI)
- Clarification about the application of the Whistleblowers Protection Act
- Clarification that all complaints regarding corruption are to be referred to the OPI
- Clarification on how to manage complaints about misconduct or maladministration

### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Criminal Law Consolidation Act 1935

Independent Commissioner Against Corruption Act 2012

ICAC Directions and Guidelines

Local Government Act 1999

Whistleblowers Protection Act 1993

LGA Model Fraud and Corruption Prevention Policy

Code of Conduct for Council Employees

Code of Conduct for Council Members

Key Theme: Corporate Governance and Leadership  
2. Organisational Efficiency and Resource Management  
Strategic Goal: 2.3 Meet all legislative and compliance responsibilities

PO088 Policy Guiding Elected Members use of Council Supplied Electronic Equipment

PO089 Provision of Facilities and Services to Elected Members

PO091 Risk Management Policy

PO134 Whistleblowers Policy

PO146 Disciplinary and Performance Management Policy

PFC014 Process for Managing Complaints and Breaches under the Code of Conduct for Council Employees

PFC123 Process for Managing Complaints and Breaches under the Code of Conduct for Council Members

#### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Important issues of honesty, integrity, transparency, consistency, and public confidence underpin the adoption of this policy. Adequate systems for the prevention and control of fraudulent and/or corrupt behaviour are a crucial component of good governance.



*Agriculturally rich – Naturally beautiful*

# COUNCIL POLICY

## Fraud and Corruption Prevention

<b>Policy Number:</b>	PO148		
<b>Strategic Plan Objective</b>	Meet all legislative and compliance responsibilities		
<b>Policy Owner:</b>	Chief Executive Officer	<b>File Number:</b>	9.63.1
<b>Responsible Officer:</b>	Governance Officer	<b>Minute Reference:</b>	
<b>Date Adopted:</b>		<b>Next Review Date:</b>	May 2017

### 1. POLICY OBJECTIVES

Council recognises that fraud and corruption in public administration have the potential to cause significant financial and non-financial harm and is committed to acting in the best interests of the community to uphold the principles of honesty, integrity and transparency; all key components of good governance.

This Policy aims to protect public funds and assets and the integrity, security and reputation of the Council. It outlines the Council's approach to preventing, minimising, identifying and controlling fraudulent/corrupt behaviour.

### 2. SCOPE

2.1 This policy applies to all:

- i) Elected Members when exercising/performing official functions and duties in all situations, including those outside of normal business hours;
- ii) Employees when exercising/performing official functions and duties in all situations, including those outside of normal business hours.

2.2 All disclosures that relate to actual or suspected fraud/corruption will be managed in accordance with this policy.

### 3. DEFINITIONS

Definitions are provided in Attachment 1.

### 4. POLICY STATEMENT

Council will not tolerate fraudulent or corrupt activity and is committed to its control and prevention by:

- Complying with the requirements of the Independent Commissioner Against Corruption Act 2012;
- Establishing and maintaining an effective system of internal controls and enforcing compliance with those controls;
- Identifying circumstances in which fraud and corruption could potentially occur through risk assessment;
- Implementing fraud and corruption prevention and mitigation strategies in its day to day operations;

- Taking appropriate action in response to allegations of fraudulent/corrupt activity including reporting allegations in accordance with this policy, the ICAC Act and the reporting system established by the ICAC where allegations are substantiated;
- Taking appropriate disciplinary action when allegations are substantiated (in addition to applicable criminal sanctions);
- Ensuring all employees and Elected Members are aware of and understand their responsibilities and obligations in regards to the prevention of fraud and corruption;
- Fostering an ethical environment in which dishonest and fraudulent behaviour is actively discouraged;
- Being continually vigilant about the potential for fraud/corruption to occur;
- Ensuring that the community are made aware of this policy and its requirements.

#### 4.1 Specific Responsibilities

##### **All Elected Members and Employees**

Elected Members are responsible and accountable for:

- Performing functions and duties with care, diligence, honesty and integrity;
- Reporting any suspected or actual occurrences of fraud or corruption in accordance with this policy;
- Behaving in a professional manner at all times;
- Adhering to this policy and other supporting documentation;
- Taking care of Council property;
- Avoiding waste or misuse of Council's resources;
- Maintaining and enhancing the reputation of the Council;
- Leading by example to promote ethical behaviour;
- Identifying potential fraud and corruption risks;
- Ensuring that they are aware of their responsibilities in relation to fraud and corruption and the standard of conduct expected of them;
- Behaving in a professional manner at all times;
- The appropriate use of Council information, assets, funds, property, goods or services.

##### **Elected Members**

Elected Members are responsible and accountable for ensuring that:

- The community is aware of the Council's commitment to the prevention of fraud and corruption;
- There are adequate security measures in place for the prevention of fraud and corruption, including secure facilities for storage of assets;
- Adequate processes are in place to deter fraudulent or corrupt activity from occurring;
- Appropriate processes are in place for receiving allegations of fraud/corruption;
- Proper investigations are conducted into allegations that involve fraud or corruption;
- Information is forwarded to the Office for Public Integrity (OPI) as required in the event that fraud/corruption has occurred and that there is cooperation with any investigation;
- All Elected Members and employees are aware of their responsibilities and obligations in relation to fraud and corruption through appropriate and regular training;
- They create and foster an environment where fraud and corruption is discouraged and readily reported;
- Fraud and corruption risks are assessed on a regular basis.



## **Directors, Managers and Supervisors**

Directors, Managers and Supervisors are responsible for:

- The conduct of employees they supervise;
- Property under their control;
- Creating and fostering an environment where fraud and corruption is discouraged and readily reported;
- Ensuring that the employees they supervise, including new employees, are aware of their responsibilities and obligations in relation to fraud and corruption and the standard of conduct expected of them.

## **4.2 Reporting and Investigation**

### **Corruption**

Any Elected Members or employees who have or acquire knowledge of actual or suspected Corruption in public administration must report this information to the OPI as soon as practicable. Reports to the OPI by an Elected Member or employee must be made in accordance with the reporting obligations contained within the ICAC Directions and Guidelines available at [www.icac.sa.gov.au](http://www.icac.sa.gov.au) or in hard copy upon request from Council's Governance Officer.

Where the Council (i.e. Elected Members collectively) has or acquires knowledge of actual or suspected Corruption in public administration it must report this information to the OPI as soon as practicable after the Council becomes aware of the matter. The Chief Executive Officer (CEO) is responsible for preparing a report to the OPI on behalf of the Council for these purposes. The CEO must prepare the report immediately upon receiving direction from the Council to do so.

Where the knowledge of Corruption has arisen due to a complaint/report received from another person (the informant), the report to the OPI must not include the informant's details if:

- The report/complaint was made under the Whistleblowers Protection Act 1993; and
- The informant has not consented to the informant's identity being divulged; and
- It is not necessary to divulge the identity of the informant to ensure that the matters to which the report to the OPI relates are properly investigated.

Under Council's Whistleblowers Protection Policy Elected Members and employees can report corruption in public administration internally to a Responsible Officer. Where an internal report relating to Corruption in public administration is received by another under the Whistleblowers Protection Policy the Responsible Officer, under the Whistleblowers Protection Policy, must report the matter to the OPI in accordance with this Policy.

A report to the OPI by an Employee or Council Member must be made on the online report form available at [www.icac.sa.gov.au](http://www.icac.sa.gov.au).

### **Fraud**

Any Elected Member or employee that has or acquires knowledge of actual or suspected Fraud that:

- Does not constitute Corruption in public administration; and

- That impacts or causes detriment (or has the potential to impact or cause detriment) to the Council

must report the information to:

- Council's CEO, or in the case that the CEO is the subject of the report, to the Mayor, to be managed in accordance with Council's Process for Managing Complaints and Breaches under the Code of Conduct for Council Employees PFC014 or Process for Managing Complaints and Breaches under the Code of Conduct for Council Members PFC123; or
- To Council's Responsible Officer under Council's Whistleblower Protection Policy.

#### **Action by the Chief Executive Officer Following Report and/or Investigation**

Following any report to the OPI or SAPOL under this Policy or the Whistleblower Protection Policy, of which the Chief Executive Officer has knowledge, subject to the finalisation of any investigation undertaken by the Commissioner or SAPOL, the CEO will undertake a review into the area in which the Fraud or Corruption occurred to determine the cause for the breakdown in controls and, will report the findings of the review and provide recommendations (if any) to the Council. In undertaking any review, the CEO will have regard to any recommendations received from the Commissioner or the Ombudsman.

#### **Misconduct and Maladministration**

Complaints relating to misconduct or maladministration will be managed in accordance with Council's Process for Managing Complaints and Breaches under the Code of Conduct for Council Employees PFC014 or Process for Managing Complaints and Breaches under the Code of Conduct for Council Members PFC123.

Elected Members and employees can report Misconduct and Maladministration in public administration to a Responsible Officer under Council's Whistleblowers Protection Policy.

#### **Disciplinary Action**

In the event that allegations of Fraud and/or Corruption are substantiated, the Council may take disciplinary action against any Employee who was involved in accordance with Council's Disciplinary and Performance Management Policy.

A breach of this policy will also mean that there has been a breach of the respective code of conduct.

#### **4.3 False Disclosure**

A person, who knowingly makes a false or misleading statement in a complaint or report under the ICAC Act 2012 or the Whistleblowers Protection Act 1993, is guilty of an offence and will also face disciplinary action.

#### **4.4 Statutory Reporting**

Statutory reports will be provided as required in accordance with the ICAC and/or Whistleblowers Protection Act.

Council's Annual Report will make reference to Fraud and Corruption Prevention initiatives.

## **5. COMPLAINTS**

Complaints about this policy can be made in writing to the Governance Officer. Complaints will be managed in accordance with Council's Complaints Policy.

## **6. REVIEW**

This policy will be reviewed every three years and as deemed necessary in consideration of any changes to legislation and relevant standards, codes and guidelines. Elected Members and employees will actively participate in evaluation processes.

## **7. TRAINING**

Council is committed to supporting Elected Members and employees in complying with this policy.

This policy will be provided to Elected Members and employees during induction. Training needs will be reviewed annually, during individual performance reviews and as necessary in consideration of any changes to legislation and relevant standards, codes and guidelines.

Elected Members and employees will actively participate in training.

## **8. RELATED COUNCIL POLICIES AND DOCUMENTS**

PO088 Policy Guiding Elected Members use of Council Supplied Electronic Equipment

PO 089 Provision of Facilities and Services to Elected Members

PO134 Whistleblowers Policy

PO146 Disciplinary and Performance Management Policy

PFC014 Process for Managing Complaints and Breaches under the Code of Conduct for Council Employees

PFC123 Process for Managing Complaints and Breaches under the Code of Conduct for Council Members

PO091 Risk Management

## **9. REFERENCES AND LEGISLATION**

Local Government Act 1999

Independent Commissioner Against Corruption Act 2012

ICAC Directions and Guidelines.

Criminal Law Consolidation Act 1935

Whistleblowers Protection Act 1993.

LGA Model Fraud and Corruption Prevention Policy

Code of Conduct for Council Employees

Code of Conduct for Council Members

## **10. COUNCIL DELEGATION**

<b>Delegate:</b>	Chief Executive Officer
<b>Sub Delegate:</b>	Nil

## 11. VERSION HISTORY

Archived Policy Name	Policy Number	Date Adopted	Last Reviewed
Fraud and Corruption Prevention Policy	PO148	10/07/2013	14/05/14

## DEFINITIONS

Council	Yorke Peninsula Council
Employee(s)	All personnel undertaking tasks/duties for and/or on behalf of the Yorke Peninsula Council, including persons employed directly by the Council in a full time, part-time or casual basis under an employment contract, volunteers, contractors, agency personnel and work experience placements.
Appropriate Authority	<p>A Minister of the Crown.</p> <p>A member of the police force - where the information relates to an illegal activity.</p> <p>The Auditor-General (relating to the irregular or unauthorised use of public money).</p> <p>The Ombudsman (In relation to a public officer).</p> <p>A Responsible Officer, where the information relates to a matter falling within the responsibility of a Local Government body.</p> <p>Any other person to whom it is reasonable and appropriate to make the disclosure (i.e. an independent company offering anonymous whistleblower call service).</p>
Appropriate Disclosure of Public Interest Information	Where a person believes on reasonable grounds that the information is true or is not in a position to form a belief on reasonable grounds about the truth of the information but believes on reasonable grounds that the information may be true and is of sufficient significance to justify its disclosure so that its truth may be investigated and the disclosure is made to the Appropriate Authority.
Corruption in Public Administration	<p>An offence against Part 7 Division 4 (Offences relating to public officers) of the Criminal Law Consolidation Act 1935, which includes the following offences:</p> <ul style="list-style-type: none"> <li>• Bribery or corruption of public officers;</li> <li>• Threats or reprisals against public officers;</li> <li>• Abuse of public office;</li> <li>• Demanding or requiring benefit on basis of public office;</li> <li>• Offences relating to appointment to public office.</li> </ul> <p>Any other offence (including an offence</p>

	<p>against Part 5 (Offences of dishonesty) of the Criminal Law Consolidation Act 1935) committed by a public officer while acting in his or her capacity as a public officer or by a former public officer and related to his or her former capacity as a public officer, or by a person before becoming a public officer and related to his or her capacity as a public officer, or an attempt to commit an offence.</p> <p>For Example:</p> <ul style="list-style-type: none"> <li>• Aiding, abetting, counselling or obtaining a benefit from the offence;</li> <li>• Encouraging, whether by threats or promises or otherwise, the offence;</li> <li>• Being in any way, directly or indirectly, knowingly involved in, or party to, the offence;</li> <li>• Conspiring with others to commit the offence.</li> </ul>
Deception	Misleading another to obtain a benefit or to cause detriment to a person.
False Disclosure	A release of information involving actual or suspected fraud or corruption that is made by a person who knows that the information is false or, who has given no consideration as to whether it is false.
Fraud	<p>Using distorted information, deception or dishonest conduct in order to obtain an unjust advantage over another or, to cause detriment to the Council.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>• Theft of assets;</li> <li>• Unauthorised and/or illegal use of assets, information or services for private purposes;</li> <li>• Misappropriation of funds; and/or</li> <li>• Falsification of records.</li> </ul>
Maladministration in Public Administration	<p>Conduct of a public officer, or a practice, policy or procedure of a public authority, that results in an irregular and unauthorised use of public money or substantial mismanagement of public resources; or</p> <p>Conduct of a public officer involving substantial mismanagement in or in relation to the performance of official functions; and</p> <p>Includes conduct resulting from impropriety, incompetence or negligence; and</p> <p>Is to be assessed having regard to relevant</p>

	statutory provisions and administrative instructions and directions.
Misconduct in Public Administration	<p>Contravention of a code of conduct by a public officer while acting in his or her capacity as a public officer that constitutes a ground for disciplinary action against the officer; or</p> <p>Other misconduct of a public officer while acting in his or her capacity as a public officer.</p>
Public Administration	An administrative act carried out in the course/performance of Council business. Defined in Section 4 of the ICAC Act 2012.
Public Officer	<p>Definitions under the ICAC Act 2012 include:</p> <ul style="list-style-type: none"> <li>• All Elected Members;</li> <li>• An Employee or Officer of the Council;</li> <li>• A person who is a member of the State Executive of the Local Government Association; and</li> <li>• An officer or employee of the Local Government Association.</li> </ul>
Responsible Officer	A person(s) authorised to receive and act upon public interest information provided by a Whistleblower for the purposes of the Whistleblowers Protection Act 1993.
Whistleblower	Any person who makes an appropriate disclosure of public interest information under the Whistleblowers Act 1993.

## **DIRECTOR CORPORATE & COMMUNITY SERVICES**

### **DA/ITEM 6.2**

#### **1. MARCH 2014 BUDGET REVIEW** (File Ref: 9.24.1.1)

##### **INTRODUCTION**

To consider a Third Quarter review of Council's 2013/2014 adopted budget.

##### **RECOMMENDATION**

That Council adopt the March 2014 Budget Review changes as presented in the March 2014 Budget Review – Summary of Changes and the attached financial reports. (Uniform Presentation of Finances, Statement of Comprehensive Income, Balance Sheet, Statement of Changes in Equity, Cash Flow Statement and Financial Ratios Report).

##### **COMMENT**

As required under Local Government (Financial Management) Regulations 2011, Council staff in all Directorates have completed a review of the adopted budget and made adjustments incorporating approved rollovers, approved Council amendments and reviewed changes based on the financial results to 31<sup>st</sup> March 2014.

As a result of the March 2014 review the Net Borrowing for the financial year has decreased by \$166,647 to a total of \$73,889 in the proposed Revised Budget for the 2013/2014 financial year.

The major variations for the quarter are summarised below:

1. Increase in Black Point Boat Ramp Project expenditure of \$111k offset by an increase in grant funds received of \$65k and donations of \$46k.
2. Workcover and Mutual Liability Scheme rebates received increasing general revenue by approximately \$60k.
3. Increase receipts from water supply charges resulting in an estimated increase in revenue of approximately \$33k.
4. Additional effluent augmentation fees received resulting in an increase in revenue of \$51k.
5. Minlaton Airstrip Project cost of \$46k offset by grant funding of \$31k.
6. Acceleration of fleet vehicle replacement (due to vehicles reaching trade-in mileage markers earlier than anticipated) of \$21k (net after trade ins).
7. Increased water costs of approximately \$85k.
8. Increased electricity costs of \$34k.
9. Reduced telephone costs of \$15k.
10. Increase in grants and contributions income of \$110K, (\$21k for Roadside Vegetation Survey, \$56k for Edithburgh jetty repairs, \$39k Port Vincent Foreshore Development/Walk The Yorke).
11. Increase in Proceeds of Sales (major plant) of \$73k.



12. Ardrossan cliff-top fencing project expenditure of \$52k.
13. Net savings in Works capital expenditure of \$118k following completion of several major projects.
14. Increased expenditure on Unsealed Road maintenance of \$251k partially offset by reductions in Plant expenditure and associated Plant Hire adjustments of \$211k.
15. Increase in other revenue (A&IS) of \$67k.
16. Overall decrease in operating deficit (Development Services) of \$19k stemming from decreased statutory development fees of \$15k and a decrease in legal fees for development activities of \$34k.
17. Increase in contractual charges for revaluation of Council buildings to ensure compliance with accounting standard AASB 13.

Other minor reallocations of income and expenditure have also been made during the review which when netted off do not materially change the revised Net Borrowings. A summarised list of changes proposed has also been included for Elected Members information.

The Audit Committee recommended at its meeting held on 13<sup>th</sup> May 2014 that Council adopt the March 2014 Budget Review as presented.

#### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Local Government Act 1999

Local Government (Financial Management) Regulations 2011

#### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Regular Budget Reviews, at least in accordance with Local Government (Financial Management) Regulations 2011 requirements, contribute significantly to both Financial and Risk Management procedures.

# Yorke Peninsula Council March 2014 Budget Review - Summary of Changes

		<div> <div>Increase Deficit/ Capital Exp \$</div> <div>Decrease Deficit/ Capital Exp \$</div> </div>	<div> <div>Net Change  Increase/ (Decrease) \$</div> </div>	Reason for Change
<b>Executive Services</b>				
<b>Income</b>				
Wages Adjustment Reimbursement		(28,881)		Wages reimbursement (workcover) into general revenue
	<b>Exec Services Net Change - Income</b>	<b>0</b>	<b>(28,881)</b>	
<b>Operating Expenses</b>				
Governance Other		(500)		Adjustment to Youth Allowance
Youth - Contractual		500		Adjustment to Youth Allowance
Executive Services - telephone		(2,741)		Reduce telephone expenses
	<b>Exec Services Net Change - Operating Expenses</b>	<b>500</b>	<b>(2,741)</b>	
<b>Capital Expenditure</b>				
Black Point - New		(106,000)		Reallocate Black Point Boat Ramp Project Exp (new/renewal)
Black Point Boat Ramp Capital		111,000		Increase to Black Point Boat Ramp Project Exp
Black Point - Renewal		106,000		Reallocate Black Point Boat Ramp Project Exp (new/renewal)
	<b>Exec Services Net Change - Capital Expenditure</b>	<b>217,000</b>	<b>111,000</b>	
<b>Total increase/(decrease) - Executive Services</b>			<b>79,378</b>	

# Yorke Peninsula Council March 2014 Budget Review - Summary of Changes

	<div> <div>Increase Deficit/ Capital Exp \$</div> <div>Decrease Deficit/ Capital Exp \$</div> </div>	<div> <div>Net Change  Increase/ (Decrease) \$</div> </div>	Reason for Change
<b>Assets and Infrastructure Services</b>			
<b><u>Income</u></b>			
Income		(5,500)	Income from DPTI for additional work Edithburgh Jetty
Gross Proceeds, Major Plant		(56,000)	Additional income from Trades Plant & Machinery on Skid Steer
Foreshore Protection Income		(26,070)	Grant funding - Ardrossan Clifftop Fencing project
Black Point Boat Ramp Income		(65,000)	Increase to Black Point Boat Ramp Project Income
Foreshore Protection Income		(6,876)	Grant funding - Fencing at Burners Beach
Sealed Roads Construction Income - Reimbursements	16000		General budget adjustment
DRT Special Projects - Grants from Govt Departments - Grants & Subsidies		(20,768)	General budget adjustment
Footpath/Kerbing Income - Private Works - Reimbursements	100		General budget adjustment
Traffic Control - Reimbursements - Reimbursements		(635)	General budget adjustment
ATO Fuel Rebate - Reimbursements		(12,000)	General budget adjustment
Machinery Income - Other Income - Other Revenue		(2,325)	General budget adjustment
Gross Proceeds - Major Plant Sales - Gross Proceeds from Sale of Equipment - Sale of Assets		(17,000)	General budget adjustment
Sanitation & Garbage - Income		(53,348)	General budget adjustment
Foreshore Protection - Contributions/Donations - Donations		(89,210)	General budget adjustment
Progress Assoc/Community Groups Reimbursements - Contributions/Donations - Donations		(32)	General budget adjustment
Parks & Reserves Other Income		(7,490)	General budget adjustment
Animal & Plant Pest Reimbursement - Grants from Govt Depts - Grants & Subsidies		(500)	General budget adjustment
<b>Assets &amp; Infrastructure Net Change - Income</b>	<b>16,100</b>	<b>(362,754)</b>	<b>(346,654)</b>
<b><u>Operating Expense</u></b>			
Refuse/Street Bins		(17,400)	Over estimated cost
Street Cleaning		(13,000)	Over estimate on original works/wages
CWMS - Adjustments		(4,000)	General budget adjustment
Stormwater General Maintenance Contractual		(9,000)	General budget adjustment
Foreshore Jetties General Contractual	5,500		DPTI grant - additional works Edithburgh Jetty
Boat Ramp Maintenance Contractual		(17,500)	Extra cleaning contractor hours required
Foreshore Protection	6,876		Grant funding for fencing at Burners Beach
Cleaning Contracts - Halls - Cleaning Contractual	24,500		Extra cleaning contractor hours required
Balgowan Water Supply Scheme - General Maintenance - Wages	2,500		General budget adjustment
Hardwicke Bay Water Supply Scheme - General Maintenance - Plant Hire	500		General budget adjustment
Parks & Gardens		(36,000)	Underestimation use of account
NRM		(2,000)	Funds run out/more weeds than we thought
Unallocated Works - General Maintenance - Contractual		(5,000)	Additional contractor hours required for tree trimming
Unallocated works - Contractual		(1,000)	Due to Slasher break down needed contractor to slash airport.
Crown Land Weeds	15000		Over estimate on original works/wages
Sealed Roads Maintenance	10,916		Balance project costs
Unsealed Roads Maintenance	239,904		Balance project costs

# Yorke Peninsula Council March 2014 Budget Review - Summary of Changes

	<div> <div>Increase Deficit/ Capital Exp \$</div> <div>Decrease Deficit/ Capital Exp \$</div> </div>	<div> <div>Net Change  Increase/ (Decrease) \$</div> </div>	Reason for Change
<b>Assets and Infrastructure Services (Cont'd)</b>			
Footpath Maintenance		(6,670)	Council contribution for Ardrossan Clifftop fencing
CYP Airstrip Maintenance - General Maintenance - Contractual		(5,000)	Additional contractor hours required for tree trimming
Minlaton Airstrip	46,795		Grant project - 2/3 funding - Minlaton Airstrip
Yorkestown Airstrip - Contractual	1000		Due to Slasher break down needed contractor to slash airport.
Private Work - Private Works - Contractual		(1,000)	Additional contractor hours required for tree trimming
Plant & Machinery Expenditure		(86,778)	Balance project costs
Plant Hire Income - Plant Hire - Plant Hire		(141,392)	Review Plant Hire recovery
Depot Expenditure	85,255		Balance project costs
Minor Plant - Repairs & Maintenance - Minor Plant Expenditure - Wages	17,000		Balance project costs
Works Supervision & Manager - Employee Expenses - Wages	42,618		Balance project costs
Water	81,596		Review water expenses
Telephone		(14,362)	Review telephone expenses
Electricity	42,229		Review Electricity expenses
<b>Assets &amp; Infrastructure Net Change - Operating Expenses</b>	<b>622,189</b>	<b>(360,102)</b>	<b>262,087</b>
<b>Capital Expenditure</b>			
Equipment Minor Plant - Capital (Renewal of Existing Assets) - Materials	2859		Balance project costs
Depot Capital		(4,761)	Balance project costs
Landfill Sites Closure & Rehab - Capital (Renewal of Existing Assets) - Contractual		(13,000)	Capital adjustment to balance budget
Ardrossan CWMS		(554)	General Account adjustment to Yorketown Capital - Project complete.
Yorkestown CWMS	554		General Account adjustment to Yorketown Capital - Project complete.
Stansbury CWMS	9920		Transfer unused capital funds from Bluff Beach CWMS to Stansbury CWMS
Bluff Beach CWMS		(11,000)	Transfer unused capital funds from Bluff Beach CWMS to Stansbury CWMS
Port Vincent CWMS	1500		Pt Vincent CWMS Capital rollover charge not budgeted for
Hardwicke Bay CWMS	1080		Project completed - transfer to secondary project
Sultana Pt CWMS		(1,500)	Pt Vincent CWMS Capital rollover charge not budgeted for
Recreational Facilities - Capital	13000		Capital adjustment to balance budget
Ardrossan Clifftop Fencing Contractual	52140		DPTI Grant Ardrossan Clifftop Fencing project
Reseal Allocation - Capital (Renewal of Existing Assets) - Contractual		(19,750)	Balance project costs
Rubble Raising		(47,921)	Actual physical work attributed to Road Network not stockpile
South Coast Road	20060		Balance out wages/contractual & Materials within Construction Projects
Daly Head Road	4739		Balance project costs
Tiddy Widdy Road	6311		Balance wages, contractual, materials & plant within Construction Projects
Nalyappa Road		(2,439)	Balance project costs
Willings Road		(7,678)	Balance wages, contractual, materials & plant within Construction Projects
Waylands Road		(4,992)	Balance wages, contractual, materials & plant within Construction Projects
Gap Road		(2,815)	Balance wages, contractual, materials & plant within Construction Projects
Unsealed Falie Drive		(27)	Balance project costs

**Yorke Peninsula Council**  
**March 2014 Budget Review - Summary of Changes**

	Increase Deficit/ Capital Exp \$	Decrease Deficit/ Capital Exp \$	Net Change  Increase/ (Decrease) \$	Reason for Change
<b>Assets and Infrastructure Services (Cont'd)</b>				
Koch Road		(13,797)		Balance wages, contractual, materials & plant within Construction Projects
Sunnyvale Road		(6,250)		Balance out wages/contractual & Materials within Construction Projects
Beacon / Jones Road		(8,781)		Balance project costs
Gunbarrel Road		(5,546)		Balance out wages/contractual & Materials within Construction Projects
Heel Road		(58,720)		Balance project costs
Old Coast Road		(80)		Balance project costs
Clinton Road	51194			Balance wages, contractual, materials & plant within Construction Projects
Shore Street - Port Clinton	216			Balance project costs
Main St Balgowan		(9,785)		Balance wages, contractual, materials & plant within Construction Projects
Schwartz Road		(5,229)		Balance wages, contractual, materials & plant within Construction Projects
Sealed Melville Street Yorketown	17307			Balance project costs
Yorke Terrace		(6,173)		Balance project costs
Sealed McFarlane Street Yorketown		(16,331)		Balance project costs
Works Vehicles	31000			For purchase of vehicle as approvevd by CEO for WHS Depot Coordinator
Plant & Machinery Purchases		(31,000)		For purchase of vehicle as approved by CEO for WHS Depot Coordinator
<b>Assets &amp; Infrastructure Net Change - Capital Expenditure</b>	<b>180,880</b>	<b>(247,129)</b>	<b>(66,249)</b>	
<b>Total increase/(decrease) - Assets &amp; Infrastructure</b>			<b>(150,816)</b>	

# Yorke Peninsula Council March 2014 Budget Review - Summary of Changes

	<div> <div>Increase Deficit/ Capital Exp \$</div> <div>Decrease Deficit/ Capital Exp \$</div> </div>	<div> <div>Net Change  Increase/ (Decrease) \$</div> </div>	Reason for Change
<b>Development Services</b>			
<u>Income</u>			
Property Search Fees		(1,500)	Budget adjustments based on variations during March review
Animal & Fire Control	12971		Budget adjustments based on variations during March review
Septic Tank Application Fees	5800		Budget adjustments based on variations during March review
Inspection Fees/Health Reimbursements		(3,050)	Budget adjustments based on variations during March review
Port Vincent House	1700		Budget adjustments based on variations during March review
Anderson Terrace Doctors House	2300		Budget adjustments based on variations during March review
Building & Planning Fees	12610		Budget adjustments based on variations during March review
Legal costs recovered		(113)	Budget adjustments based on variations during March review
Training Levy Contribution	11,640		Budget adjustments based on variations during March review
Land Division Fees	4,400		Budget adjustments based on variations during March review
Town Planning Fees	25322		Budget adjustments based on variations during March review
Boat Ramps		(61,513)	Budget adjustments based on variations during March review
Halls	2500		Budget adjustments based on variations during March review
Yorke town Hall	360		Budget adjustments based on variations during March review
Minlaton Hall Reimbursements		(2,080)	Budget adjustments based on variations during March review
Maitland Hall Tenants Rental	7560		Budget adjustments based on variations during March review
Hall/Council Buildings		(2,955)	Budget adjustments based on variations during March review
<b>Development Services Net Change - Income</b>	<b>87,163</b>	<b>(71,211)</b>	<b>15,952</b>
<u>Operating Expenses</u>			
Animal & Fire Control		(5,550)	Budget adjustments based on variations during March review
Levies to Government		(7,061)	Budget adjustments based on variations during March review
Animal & Fire Control - materials		(4,700)	Budget adjustments based on variations during March review
Health Inspection Expenditure Contractual		(3,840)	Budget adjustments based on variations during March review
Immunisation		(200)	Budget adjustments based on variations during March review
Council House Port Vincent		(1,590)	Budget adjustments based on variations during March review
Council House Yorketown	2010		Budget adjustments based on variations during March review
Development & Planning Department	12266		Budget adjustments based on variations during March review
Building & Planning		(36,000)	Budget adjustments based on variations during March review
Bush Camping - contractual	23200		Budget adjustments based on variations during March review
Museum Maintenance		(1,200)	Budget adjustments based on variations during March review
Maitland Hall	267		Budget adjustments based on variations during March review
Unallocated Major Halls Maintenance		(10,000)	Budget adjustments based on variations during March review

**Yorke Peninsula Council**  
**March 2014 Budget Review - Summary of Changes**

	<div> <div>Increase Deficit/ Capital Exp \$</div> <div>Decrease Deficit/ Capital Exp \$</div> </div>	<div> <div>Net Change  Increase/ (Decrease) \$</div> </div>	<div>Reason for Change</div>
<b>Development Services (Cont'd)</b>			
Minlaton Hall	3,704		Budget adjustments based on variations during March review
Pt Vincent Hall		(500)	Budget adjustments based on variations during March review
Coobowie Hall		(700)	Budget adjustments based on variations during March review
Yorke town Hall	1847		Budget adjustments based on variations during March review
Building & Planning		(2,930)	Budget adjustments based on variations during March review
Impounding Expenditure - contractual		(3,690)	Budget adjustments based on variations during March review
Water	4237		Review water expenses
Telephone		(1,975)	Review telephone expenses
Electricity		(2,807)	Review Electricity expenses
<b>Development Services Net Change - Operating Expenses</b>	<b>47,531</b>	<b>(82,743)</b>	
<b>Capital Expenditure</b>			
Stansbury Museum		(500)	Budget adjustments based on variations during March review
<b>Development Services Net Change - Capital Expenditure</b>	<b>0</b>	<b>(500)</b>	
<b>Total increase/(decrease) - Development Services</b>		<b>(19,760)</b>	



# Yorke Peninsula Council March 2014 Budget Review - Summary of Changes

## **Corporate and Community Services**

### **Income**

	Increase Deficit/ Capital Exp \$	Decrease Deficit/ Capital Exp \$	Net Change  Increase/ (Decrease) \$	Reason for Change
General Reimbursements	17343			Review of C&CS Administration
Fines Reimbursements	2500			Review of C&CS Administration
Pt Pearce Aboriginal Corp Centrelink/Aust Post - Reimbursements - Reimbursements		(1,423)		Review of finance (admin/NEC) income
Proceeds on Sale of Assets		(38,379)		Balance capital budget - admin vehicles
Rates levied	11783			Review of finance (admin/NEC) income
CWMS Levies/Augmentation		(51,280)		Review of finance (admin/NEC) income
Water Supply User Charges		(32,820)		Review of finance (admin/NEC) income
Sporting Club/Community Group Reimbursements	7084			Review of finance (admin/NEC) income
Gross Proceeds Other Assets - Gross Proceeds from Sales of Equipment - Sale of Assets		(291)		Review of finance (admin/NEC) income
YP Parks Promotion	5000			\$5,000 entered as expense rather than income in an income account.
Investment Income - Cheque A/C Interest Received Bank SA - Investment Income	4000			Review of finance (admin/NEC) income
Investment Income - Bonus Received LGFA - Investment Income	3172			Review of finance (admin/NEC) income
Investment Income - Interest Received Other Bank Accounts - Investment Income		(17,000)		Review of finance (admin/NEC) income
Investment Income - Bonus Received Mutual Liability Scheme - Investment Income		(32,000)		Review of finance (admin/NEC) income
Sundry Sales		(1,850)		Review of finance (admin/NEC) income
Other Miscellaneous Income - Other Income		(27,996)		Review of finance (admin/NEC) income
Freedom of Information Applications - Other Income		(70)		Review of finance (admin/NEC) income
<b>Corp &amp; Comm Services Net Change - Income</b>	<b>50,882</b>	<b>(203,109)</b>	<b>(152,227)</b>	

### **Operating Expenses**

PPAC - offset	2,666			Review 3rd Quarter expenditure
Information Technology Administration	10,000			Transfer of funds for Graham Douglas
Council Offices Expenses - General Admin - Contractual	46,900			Review 3rd Quarter expenditure
Accounting & Finance - General Admin - Materials		(3,450)		Review 3rd Quarter expenditure
Audit Committee - Professional Services - Consultants		(10,000)		Review 3rd Quarter expenditure
Rates Administration - General Admin - Materials	11,695			Review 3rd Quarter expenditure
Council contributions to tourism	1,825			Overspending, account paid was larger than budget set.
Pt Vincent C/Park General Maintenance		(1,260)		Re-allocate to capital projects
Pt Turton C/Park General Maintenance		(1,419)		Re-allocate to capital projects
Donations NEC/donations	2,150			Transfer of funds left over from s41/Progress donations
S41 Income/Insurance/Donations		(2,150)		Transfer of funds left over from s41/Progress donations
Insurance Claims Settlements - General Admin - Other		(19,250)		Review 3rd Quarter expenditure
Water		(853)		Review water expenses
Telephone	3840			Review telephone expenses
Electricity		(4,974)		Review Electricity expenses
<b>Corp &amp; Comm Services Net Change - Operating Expenses</b>	<b>79,076</b>	<b>(43,356)</b>	<b>35,720</b>	



**Yorke Peninsula Council**  
**March 2014 Budget Review - Summary of Changes**

	<div> <div>Increase Deficit/ Capital Exp \$</div> <div>Decrease Deficit/ Capital Exp \$</div> </div>	<div> <div>Net Change  Increase/ (Decrease) \$</div> </div>	Reason for Change
Corporate & Community Services (Cont'd)			
Capital Expenditure			
Equipment Office			Review of C&CS Administration
C/Parks Capital - Other			To enable Point Turton Caravan Park to replace flooring in 10 cabins.
Pt Vincent C/Park Capital	22679		Re-allocate funds to capital projects
Administration Fleet Vehicles	59173		Balance capital budget - admin vehicles
Corp & Comm Services Net Change - Capital Expenditure	81,852	41,058	
Total increase/(decrease) - Corporate & Community Services		(75,449)	
Overall increase/(decrease) for March Budget Review		(166,647)	

Yorke Peninsula Council  
March 2014 Budget Review - Summary of Changes

	Increase Deficit/ Capital Exp \$	Decrease Deficit/ Capital Exp \$	Net Change  Increase/ (Decrease) \$	Reason for Change
Summary				
Decrease /(Increase) in Operating Income		(379,372)		
Increase/(Decrease) in Operating Expenses		259,854		
Net Increase/(Decrease) in Operating Deficit			(119,518)	
Net Decrease/(Increase) in Capital Amounts Received		(132,438)		
Net Increase/(Decrease) in Deficit after Capital Receipts			(132,438)	
Increase/(Decrease) in Spending on New Capital Items		(39,912)		
Increase/(Decrease) in Spending on Renew of Capital Items		125,221		
Net Increase/(Decrease) in Capital Expenditure			85,309	
Overall increase/(decrease) for March Budget Review			(166,647)	
Adjust reduction in Depreciation (Non-Cash)			0	
Net Increase/(Decrease) in Borrowings			(166,647)	

## Yorke Peninsula Council

### Budgeted Uniform Presentation of Finances March Budget Review 2013/14

	2013/2014 Adopted Budget	September Budget Revisions	December Budget Revisions	March Budget Revisions	13/14 Full Year Revised Budget
Income	-\$25,980,053	\$250,859	-\$51,541	-\$379,372	-\$26,160,107
Less Expenses	\$28,791,516	-\$408,804	\$41,547	\$259,854	\$28,684,113
<b>Operating Deficit before Capital Amounts</b>	\$2,811,463	-\$157,945	-\$9,994	-\$119,518	\$2,524,006
<b>Less Net Outlays on Existing Assets</b>					
Capital Expenditure on renewal and replacement of Existing Assets	\$5,015,359	\$51,466	-\$9,377	\$125,221	\$5,182,669
Less Depreciation, Amortisation and Impairment	-\$9,546,425	\$479,483	\$0	\$0	-\$9,066,942
Less Proceeds on Sale of Assets	-\$240,000	-\$80,864	\$0	-\$111,670	-\$432,534
	-\$4,771,066	\$450,085	-\$9,377	\$13,551	-\$4,316,807
<b>Less Net Outlays on New and Upgraded Assets</b>					
Capital Expenditure on New and Upgraded Assets	\$2,533,572	\$383,651	\$4,000	-\$39,912	\$2,881,311
Less Amounts received specifically for New and Upgraded Assets	-\$593,853	-\$400,000	\$0	-\$20,768	-\$1,014,621
Less Proceeds for Sale of Surplus Assets					
	\$1,939,719	-\$16,349	\$4,000	-\$60,680	\$1,866,690
<b>NET(LENDING) / BORROWING FOR FINANCIAL YEAR</b>	-\$19,884	\$275,791	-\$15,371	-\$166,647	\$73,889

## Yorke Peninsula Council

### Budgeted Statement of Comprehensive Income

#### March Budget Review 2013/14

Rates  
Statutory Charges  
User Charges  
Grants Subsidies Contributions  
Investment Income  
Reimbursements  
Other Income

#### TOTAL REVENUES

Employee Costs  
Materials Contracts & Other Expenses  
Depreciation  
Finance Costs

#### TOTAL EXPENSES

#### OPERATING DEFICIT BEFORE CAPITAL AMOUNTS

Asset Disposals  
Amounts Specifically for New Assets

#### NET DEFICIT

2013/2014 Adopted Budget \$'000	13/14 Full Year Budget Revisions \$'000	13/14 Full Year Revised Budget \$'000
-\$17,927	-\$28	-\$17,955
-\$419	\$41	-\$378
-\$2,893	-\$63	-\$2,956
-\$4,065	\$115	-\$3,950
-\$111	-\$42	-\$153
-\$384	-\$110	-\$494
-\$181	-\$94	-\$275
-\$25,980	-\$181	-\$26,161
\$7,287	\$73	\$7,360
\$11,699	\$299	\$11,998
\$9,546	-\$479	\$9,067
\$259	\$1	\$260
\$28,791	-\$106	\$28,685
\$2,811	-\$287	\$2,524
-\$50	-\$192	-\$242
-\$594	-\$421	-\$1,015
\$2,167	-\$900	\$1,267

## Yorke Peninsula Council

### Budgeted Balance Sheet March Budget Review 2013/14

#### Current Assets

Cash and Cash Equivalents	\$2,529	-\$74	-\$283	<b>\$2,172</b>
Trade and Other Receivables	\$1,006	\$148	\$10	<b>\$1,164</b>
Investments & Other Financial Assets	\$0	\$0	\$20	<b>\$20</b>
Inventories	\$828	\$59	\$0	<b>\$887</b>

#### TOTAL CURRENT ASSETS

**\$4,363**      **\$133**      **-\$253**      **\$4,243**

#### Non-Current Assets

Financial Assets	\$650	-\$163	-\$54	<b>\$433</b>
Infrastructure, Property, Plant and Equipment	\$249,739	\$24,115	\$971	<b>\$274,825</b>
Other Non-Current Assets	\$467	-\$450	-\$17	<b>\$0</b>

#### TOTAL NON-CURRENT ASSETS

**\$250,856**      **\$23,502**      **\$900**      **\$275,258**

#### TOTAL ASSETS

**\$255,219**      **\$23,635**      **\$647**      **\$279,501**

#### Current Liabilities

Trade and Other Payables	\$2,191	-\$196	-\$79	<b>\$1,916</b>
Borrowings	\$651	\$20	\$6	<b>\$677</b>
Provisions	\$913	-\$12	\$16	<b>\$917</b>

#### TOTAL CURRENT LIABILITIES

**\$3,755**      **-\$188**      **-\$57**      **\$3,510**

#### Non-Current Liabilities

Borrowings	\$2,256	-\$570	-\$127	<b>\$1,559</b>
Provisions	\$392	-\$69	-\$46	<b>\$277</b>

#### TOTAL NON-CURRENT LIABILITIES

**\$2,648**      **-\$639**      **-\$173**      **\$1,836**

#### TOTAL LIABILITIES

**\$6,403**      **-\$827**      **-\$230**      **\$5,346**

#### NET ASSETS

**\$248,816**      **\$24,462**      **\$877**      **\$274,155**

#### Equity

Accumulated Surplus	-\$18,371	\$15,150	\$877	<b>-\$2,344</b>
Asset Revaluation Reserve	\$265,866	\$9,839	\$0	<b>\$275,705</b>
Other Reserves	\$1,321	-\$527	\$0	<b>\$794</b>

#### TOTAL EQUITY

**\$248,816**      **\$24,462**      **\$877**      **\$274,155**

## Yorke Peninsula Council

### Budgeted Statement of Changes in Equity

#### March Budget Review 2013/14

Accumulated Surplus brought forward

Net Surplus/(Deficit) for Year

Gain on Revaluation of Infrastructure, Property, Plant and Equipment

Transfers between Reserves

**Total Equity at end of 2013/2014 Budget Year**

Accumulated Surplus \$'000	Asset Revaluation Reserve \$'000	Other Reserves \$'000	TOTAL EQUITY \$'000
- \$1,077	\$275,705	\$794	<b>\$275,422</b>
- \$1,267	\$0	\$0	<b>- \$1,267</b>
\$0	\$0	\$0	<b>\$0</b>
\$0	\$0	\$0	<b>\$0</b>
<b>- \$2,344</b>	<b>\$275,705</b>	<b>\$794</b>	<b>\$274,155</b>

## Yorke Peninsula Council

### Budgeted Cash Flow Statement March Budget Review 2013/14

#### Cash Flows from Operating Activities

##### Receipts

Operating Receipts

Investment Receipts

##### Payments

Operating Payments to Suppliers and Employees

Finance Payments

#### NET CASH USED PROVIDED BY OPERATING ACTIVITIES

#### Cash Flows from Investing Activities

##### Receipts

Amounts Specifically for New or Upgraded Assets

Sale of Replaced Assets

##### Payments

Expenditure on Renewal/Replacement of Assets

Expenditure on New/Upgraded Assets

#### NET CASH USED IN INVESTING ACTIVITIES

#### Cash Flows from Financing Activities

##### Receipts

Proceeds from Borrowings

##### Payments

Repayment of Borrowings

#### NET CASH USED IN FINANCING ACTIVITIES

#### NET INCREASE/(DECREASE) IN CASH HELD

Yorke Peninsula Council

CASH AT BEGINNING OF REPORTING PERIOD

CASH AT END OF REPORTING PERIOD

2013/2014 Adopted Budget	Full Year To Date Budget Revisions	13/14 Full Year Revised Budget
\$'000	\$'000	\$'000
\$25,880	\$124	\$26,004
\$101	\$52	\$153
-\$18,879	-\$443	-\$19,322
-\$259	-\$1	-\$260
\$6,843	-\$268	\$6,575
\$593	\$422	\$1,015
\$240	\$192	\$432
-\$5,015	-\$168	-\$5,183
-\$2,539	-\$342	-\$2,881
-\$6,721	\$104	-\$6,617
\$100	-\$100	\$0
-\$728	-\$20	-\$748
-\$628	-\$120	-\$748
-\$506	-\$284	-\$790
\$3,035	-\$73	\$2,962
\$2,529	-\$357	\$2,172

# Yorke Peninsula Council



## Budgeted Financial Indicators March Budget Review 2013/14

Operating Surplus/(Deficit) \$'000

Operating Surplus Ratio

Net Financial Liabilities \$'000

Net Financial Liabilities Ratio

Interest Cover Ratio

Asset Sustainability Ratio

Asset Consumption Ratio

	2013/2014 Adopted Budget	2013/2014 Full Year Revised Budget
	<b>-\$2,810</b>	<b>-\$2,524</b>
	<b>-16.0%</b>	<b>-14.0%</b>
	<b>\$2,421</b>	<b>\$1,523</b>
	<b>9.3%</b>	<b>5.8%</b>
	<b>0.5%</b>	<b>0.4%</b>
	<b>50.0%</b>	<b>52.0%</b>
	<b>57.0%</b>	<b>62.0%</b>



## **DIRECTOR CORPORATE AND COMMUNITY SERVICES**

### **DA/ITEM 6.2**

#### **2. FINANCIAL REPORT 30<sup>th</sup> APRIL 2014** (File Ref: 9.24.1.1)

##### **INTRODUCTION**

Finance staff have undertaken to present a financial report to Council encompassing results to the end of each calendar month preceding each scheduled Council meeting.

##### **RECOMMENDATION**

That Council receive the financial report as at 30th April 2014.

##### **COMMENT**

The attached Financial Report is submitted with the following qualifications and comments:

- Actuals included in the report are as incurred at close of business on the last day of the month being reported and may be subject to balance day adjustments – any such adjustments will be incorporated in the following monthly report.
- The report does not include year-end income and expense accruals.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Local Government (Financial Management) Regulations 2011

PO 142 Budget Reporting and Amendment Policy

Council's Strategic Plan includes clear plans to ensure better and timely reporting and improved formal control of Council's Adopted Budget and the Budget Review process.

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

In conjunction with the adoption and enforcement of the Budget Reporting and Amendment Policy the Financial Report presented to Council monthly will assist in formal assessment of Council's financial position and contribute significantly to both Financial and Risk Management procedures.



*Agriculturally rich~Naturally beautiful*

## Yorke Peninsula Council

### Budgeted Uniform Presentation of Finances as at 30th April 2014

Income	-\$23,500,676
Less Expenses	\$14,507,714
<b>Operating Deficit before Capital Amounts</b>	<b>-\$8,992,962</b>
<b>Less Net Outlays on Existing Assets</b>	
Capital Expenditure on renewal and replacement of Existing Assets	\$3,666,273
Less Depreciation, Amortisation and Impairment	
Less Proceeds on Sale of Assets	-\$377,675
	<b>\$3,288,598</b>
<b>Less Net Outlays on New and Upgraded Assets</b>	
Capital Expenditure on New and Upgraded Assets	\$2,075,455
Less Amounts received specifically for New and Upgraded Assets	-\$916,298
	<b>\$1,159,157</b>
<b>NET(LENDING) / BORROWING FOR FINANCIAL YEAR</b>	<b>-\$4,545,207</b>

2013/14 Full Year Adopted Budget	2013/14 Full Year Budget Revisions	2013/14 Full Year Revised Budget
-\$25,980,053	-\$180,054	-\$26,160,107
\$28,791,516	-\$107,403	\$28,684,113
<b>\$2,811,463</b>	<b>-\$287,457</b>	<b>\$2,524,006</b>
\$5,015,359	\$167,310	\$5,182,669
-\$9,546,425	\$479,483	-\$9,066,942
-\$240,000	-\$192,534	-\$432,534
<b>-\$4,771,066</b>	<b>\$454,259</b>	<b>-\$4,316,807</b>
\$2,533,572	\$347,739	\$2,881,311
-\$593,853	-\$420,768	-\$1,014,621
<b>\$1,939,719</b>	<b>-\$73,029</b>	<b>\$1,866,690</b>
<b>-\$19,884</b>	<b>\$93,773</b>	<b>\$73,889</b>

## **DIRECTOR CORPORATE & COMMUNITY SERVICES**

### **3. DRAFT 2014/2015 ANNUAL BUSINESS PLAN**

(File Ref: 9.14.1.6)

#### **INTRODUCTION**

Each year an Annual Business Plan (ABP) is developed. This document explains the context in which the budget has been developed, provides information on what Council plans to achieve in the coming financial year and describes how this will be funded.

#### **RECOMMENDATION**

That Council endorse the draft Annual Business Plan, including the draft budget for the financial year ending 30<sup>th</sup> June 2015 for public consultation.

#### **COMMENT**

The Draft Annual Business Plan (ABP) is provided under separate cover.

The draft ABP has been developed taking into account legislative requirements, the Strategic Plan, the draft 2014-2015 budget and using the revised Long Term Financial Plan as a guide.

The ABP sets out all capital projects and the budgeted statutory financial statements for the 2014/2015 financial year. In addition, the ABP details actions from the Strategic Plan which will be achieved during the coming financial year.

The key assumptions made in the development of the draft operational budget were:

- Inflation assumed to be 3.2%;
- No change in service levels other than acceleration of renewals of Council's unsealed road network.

The draft capital budget is detailed in the ABP. It includes a total of \$6.733m invested on renewal of assets and \$4.865m for the purchase of new assets. Major capital expenditure includes:

- \$3.592m for renewal of unsealed local roads including acceleration of \$1m above the Long Term Financial Plan with a further \$2m acceleration to be undertaken in 2015/16;
- \$620,000 in sealing of current unsealed roads, including \$327,000 for the Clinton Road development project;
- \$325,000 for resealing of local roads;
- \$1.1m to establish walking trails and facilities for the Walk The Yorke project (50% grant funded);
- \$1.0m to upgrade current Maitland office facilities;

- \$2.0m to extend the Maitland office to provide suitable accommodation for current Council staff and provide future expansion capabilities;
- \$986,000 (\$874,000 net after trade in allowances) for Plant & Machinery renewals and \$205,000 for the purchase of new plant and equipment;
- \$358,000 (\$191,000 net after trade in allowances) for the replacement of Council administration vehicles;
- \$270,000 for the continued upgrade and development of CWMS systems;
- \$195,000 for the continued improvement of storm water management;
- \$92,000 for the restoration and development of Town halls throughout the district;
- \$78,000 on essential IT infrastructure;
- \$71,000 on essential system updates including town planning, disaster recovery and GPS software
- \$80,000 on development of cemeteries including funds to evaluate options in Port Vincent which has no further burial vacancies;
- \$57,000 for the purchase of software required to ensure Council is compliant with electronic records management requirements.

The Operating Budget has been prepared taking in to account reductions in discretionary grants available. The key notable attributes of the operating budget include:

- Operating income of \$26.332m, up 1.36% from the 13/14 Adopted Budget (\$25.980m)
- Operating expenses (excluding depreciation) of \$20.383m, up 5.91% from the 13/14 adopted budget (\$19.245m)
- Depreciation of assets of \$9.153m down 4.12% from the 13/14 Adopted Budget (\$9.546m)

Should the draft Annual Business Plan be adopted, it is anticipated that loan borrowings of \$6.0m, at a fixed interest rate over 15 years, will be used to fund both the road renewal program acceleration and the office upgrade and expansion project. Council's very low current debt levels, (forecast at \$1.587m at 30 June 2014 excluding community loans) together with very low current fixed interest rates available, facilitates this initiative whilst ensuring risks to the Community are minimised.

Elected Members will be provided with detailed budget documents under separate cover.

Advertisements have been placed in the YP Country Times and on Council's website informing the public that copies of the draft ABP are available from Thursday 15<sup>th</sup> May 2014 for public comment. Written submissions will close on Wednesday 4<sup>th</sup> June 2014 and in conjunction with the June meeting of Council, the opportunity will be provided for public presentations to Council.

The Audit Committee reviewed the Annual Business Plan at its meeting held 13<sup>th</sup> May 2014 and recommended that Council endorse the Annual Business Plan as presented for public consultation.

## **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Local Government Act 1999

Local Government (Financial Management) Regulations 2011

## **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

The 2014/2015 budget is consistent with the revised Long Term Financial Plan and Councils key financial direction of reducing the operating deficit and dedicating funds to the renewal of assets, consistent with Council's Infrastructure and Asset Management Plan.

## **DIRECTOR CORPORATE & COMMUNITY SERVICES**

### **DA/ITEM 6.2**

#### **4. CARAVAN PARKS POLICY REVIEW** (File Ref: 9.24.1.1)

##### **INTRODUCTION**

To seek endorsement from Council for the consolidation of the following policies into one overarching policy:

<b>Archived Policy Name</b>	<b>Policy Number</b>
Caravan Park Site Assignment	PO 124
Sale of Caravans and Annexes in Caravan Parks	PO 099
Change of Site Licence Agreements in Council Caravan Parks	PR 051
Refund of Caravan Park Deposits	PO 066

##### **RECOMMENDATION**

That Council:

1. endorse and adopt the Council Caravan Parks Policy PO051 as presented in the Agenda for inclusion in Council's policy manual and on the website.
2. approve the deletion of the following policies
  - Caravan Park Site Assignment PO 124
  - Sale of Caravans and Annexes in Caravan Parks PO 099
  - Change of site licence agreements in Council Caravan Parks PR 051
  - Refund of Caravan Park Deposits PO 066

##### **COMMENT**

Officers are currently undertaking a thorough review of Council's Policy Manual.

PO051 Council Caravan Parks Policy combines several policies into one and is also presented in accordance with the new policy format.

Details from all policies remain consistent with the previous policies. The new policy does, however, provide more detailed information in relation to some caravan park related matters.

## **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Strategic Plan

Key theme: Community Engagement  
1. Vitality and Connection

Strategic Goal: 1.2 Offer a range of accessible community facilities, programs,  
events and activities

Local Government Act 1999

Delegations Register

## **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

It is essential that Council has the appropriate policies and delegations in place to ensure compliance with the provisions of Chapter 10, Division 5, Sections 159 - 166 of the Local Government Act, 1999, as amended.



# COUNCIL POLICY

## Council Caravan Parks

<b>Policy Number:</b>	PO051		
<b>Strategic Plan Objective</b>	Offer a range of accessible community facilities, programs, events and activities		
<b>Policy Owner:</b>	Director Corporate & Community Services	<b>File Number:</b>	
<b>Responsible Officer:</b>	Corporate Services Officer	<b>Minute Reference:</b>	
<b>Date Adopted:</b>		<b>Next Review Date:</b>	May 2017

### 1. POLICY OBJECTIVES

This policy sets out the principles for the ongoing management of Council owned and operated Caravan Parks (Parks).

Council is committed to delivering an efficient, consistent and sustainable system for operating its Parks, to benefit both locals and visitors to the area, whilst identifying and maximising available financial opportunities.

### 2. SCOPE

This policy applies to the following Parks owned and operated by Council:

- Marion Bay Caravan Park
- Point Turton Caravan Park
- Port Vincent Foreshore Caravan Park
- Yorketown Caravan Park
- Black Point Camping Ground

### 3. DEFINITIONS

Site	includes the site currently occupied by the Site Licence Holder and includes any site occupied in the future.
Relevant Parties	may include, but not limited to, Council, Park Managers or Site Licence Holders.

### 4. POLICY STATEMENT

Council will produce a variety of procedures to support this Policy statement, and all applicable procedures will reference this Policy Document.

#### 4.1 Caravan Park Site Assignment

Council Parks are Tourist Parks, provided for short-term holiday accommodation only. This accommodation may be as a casual tourist who can occupy any one site for a maximum of 59 consecutive nights or an Annual Site Licence holder, who has use the exclusive use of one site for a twelve month period, but can stay no more than 59 consecutive nights at any one time.

There will be no additional permanent residents accepted. Where a site is currently occupied by a permanent resident, upon their vacating the site, the site shall revert to a Casual Tourist Site. At the discretion of the Director Corporate and Community Services, in consultation with all relevant parties, the site may be considered for an Annual Site Licence site.



#### 4.2 Sale of Caravans and Annexes in Caravan Parks

No caravans, fixed annexes or any other structures are permitted to be sold on site at any Park, by Site Licence holders. Exceptions may be considered on a case by case basis by the Director Corporate and Community Services, following application by the Site Licence holder and consultation with all relevant parties.

Caravans and annexes that are no longer required must be dismantled and sold off site and away from the Park.

#### 4.3 Site Licence Termination

##### **Notification Requirements**

1. Annual Site Licences may be terminated by Council upon written notification, in accordance with the specifications as detailed within the Annual Site Licence Agreement.
2. The Site Licence holder must notify the Park Manager(s) in writing that the site is being vacated and the site licence is being terminated.
3. The Park Manager(s) must notify Council in writing that the site is being vacated.

##### **Dismantling Requirements**

1. Caravans and/or annexes that are no longer required must be dismantled and removed from the site by the Site Licence holder within two months of the notification being given to the Park Manager(s).
2. Any underground sullage or water tanks are to be removed from the Site by the Licence holder within two months of the notification being given to the park manager(s).
3. The site is to be left in a clean, tidy and levelled condition, with all rubbish, concrete rubble and any materials removed off site from the Park by the Site Licence holder. Any costs incurred by the Council to clean the site after the site has been vacated, will be passed onto the responsible person(s) who held the Site Licence.

##### **Site Re-allocation**

1. Council, in consultation with the park managers, will determine how the site can be best utilised in the future.
2. Should it be decided that the site will continue to be let out, the first person on the waiting list, held and maintained by Council, will be offered the site. If the offer is declined, the second person on the waiting list will be offered the site and so on until the site is allocated.
3. If the park is under redevelopment/restructure and a new site becomes available, it may be offered to an existing Site Licence holder at the discretion of the Director Corporate and Community Services. Priority will be given to long-term Site Licence holders.
4. A Site Licence Agreement must be entered into by any person(s) seeking to occupy a site prior to any caravans and/or annexes being erected.
5. All Site Licence holders must comply with Council's building and planning requirements and building approval must be obtained, where required, prior to any caravans, annexes and/or materials being placed on site.

#### 4.4 Refund of Caravan Park Deposits

1. Deposits on bookings cancelled **21 days or more** prior to arrival will be refunded.
2. Where a cancellation is made **less than 21 days** before arrival, no refund of deposits will be given.
3. All refunds are subject to a 20% administration fee.
4. All requests for refunds must be forwarded to the Park Manager(s) in writing, who will forward the request to Council for consideration
6. Booking refunds **must** be made by Council cheque – under NO circumstances should Park Managers make cash refunds.
7. A surcharge may be applied to one night bookings.

#### 4.5 Park Rules

Park Rules are set out in Attachment 1, and form part of this policy.

The Park Rules provide for the minimum standard required.

Failure to comply with the park rules may result in eviction from the Park and Council reserves the right to cancel any permit at any time.

Additional Park Rules may apply as determined by Park Manager(s) requirements, and in consultation with Council.

#### **5. COMPLAINTS**

All complaints relating to this policy can be made to the Director Corporate and Community Services, in accordance with Councils Complaints Policy, PO147.

#### **6. REVIEW**

This policy will be reviewed every 3 years or as deemed necessary in consideration of any changes to legislation and relevant standards, codes of practice and guidelines.

#### **7. TRAINING**

Council is committed to supporting staff in compliance with this policy.

Training needs will be reviewed during individual performance reviews and as necessary in consideration of any changes to legislation, relevant standards, codes of practice and guidelines.

#### **8. RELATED COUNCIL POLICIES AND DOCUMENTS**

PO 010 Caravan Annexes in Caravan Parks

PO 147 Complaints Policy

PO 091 Risk Management Policy

PR069 - YPC Financial Reporting in Council Controlled Caravan Parks

#### **9. REFERENCES AND LEGISLATION**

- Local Government Act, 1999
- Minister's Specification SA 76A
- Residential Parks Act, 2007
- Workplace Health and Safety Act, 2010

## 10. COUNCIL DELEGATION

<b>Delegate:</b>	Chief Executive Officer
<b>Sub Delegate:</b>	Director Corporate and Community Services

## 11. VERSION HISTORY

<b>Archived Policy Name</b>	<b>Policy Number</b>	<b>Date Adopted</b>	<b>Last Reviewed</b>
Caravan Park Site Assignment	PO 124	13/11/2007	08/06/2010
Sale of Caravans and Annexes in Caravan Parks	PO 099	12/05/2004	08/06/2010
Change of site licence agreements in Council Caravan Parks	PR 051	12/05/2001	24/04/2004
Refund of Caravan Park Deposits	PO 066	07/04/2003	11/07/2012

## **Attachment 1 – Minimum Park Rules**

### **VEHICLES**

The speed limit for any vehicle is walking pace of up to a maximum of 10kmph. Only registered vehicles may enter the park.

### **PETS**

Pets are not permitted in cabins.

Pets are allowed, under strict control when using your own van / tent at the discretion of Park Managers.

- Dogs must be kept on a leash at all times
- Dogs must not be left unattended in the park
- Dogs must not disturb other patrons
- Owners must clean up after their pets immediately

### **SITES**

The number of persons on any site is limited to 6 persons. One caravan and annex or one tent plus one vehicle are allowed.

### **CABINS**

Numbers accommodated in a cabin may not exceed the number of beds provided in the cabin. All cabins are non-smoking.

### **FIRE REGULATIONS**

For safety reasons, drawbars for vans must face the roadway.

### **SMOKING**

The Park has a non-smoking policy in all shared areas. This includes cabins, camp kitchen, barbecue area, swimming pool area, playgrounds, amenities block etc. Smokers are asked to respect other guests when smoking.

### **RUBBISH**

All rubbish must be disposed of appropriately. Paper, cardboard, cans and bottles should be placed in allocated recycling bins. All household waste, fish offal, and disposable nappies must be placed in rubbish bins provided.

### **CONDUCT**

Noise should not be excessive, and for the comfort of other tenants must cease between 10.00pm and 7.00am.

Should there be any damage caused by guests or their visitors, Council reserves the right to charge guests for any costs associated with these damages.

### **CHILDREN**

Children must be supervised by a responsible adult at all times, and in all areas of the park, including playground and amenities block.

### **BIKES ETC**

Helmets must be worn when riding bicycles, skate boards, roller blades etc. All road rules apply in the park. For safety reasons no bicycles, skate boards etc are to be used after sunset.

### **ANNEXES**

To minimise damage to the grass, floors are not permitted in annexes.

### **CAR / BOAT WASH**

Car and boat washing is not permitted in the park.

Failure to comply with the park rules may result in eviction from the park.

Management reserves the right to cancel any permit at any time.

## **DIRECTOR CORPORATE AND COMMUNITY SERVICES**

### **DA/ITEM 6.2**

#### **5. COUNCIL COMMUNITY GRANTS AND PROGRESS ASSOCIATION ALLOCATION PROGRAMS** (File Ref: 9.24.1.1)

##### **INTRODUCTION**

To consider the process and timetable for approval of the 2014-2015 Community grants and Progress Association Allocation programs.

##### **RECOMMENDATION**

1. That Council approve the establishment of a Grants Working Party to review and make recommendations to Council for the 2014-2015 Community Grants Program and the 2014/2015 Progress Association Allocation Program.
2. That the Grants Working Party (GWP) to be made up of the Mayor, four Elected Members from Council, the Director Corporate and Community Services and the Executive Assistant to the Director Corporate and Community Services.

##### **COMMENT**

The program for the 2014-2015 Community Grants Scheme:

1. Applications Open 1<sup>st</sup> of July 2014 – 8.30am.
2. Advertisements in the YP Country Times on the 1<sup>st</sup> and 8<sup>th</sup> of July 2014.
3. Applications Close 14<sup>th</sup> of August 2014 – 5pm.
4. Grants Working Party deliberation 18<sup>th</sup> - 22<sup>nd</sup> of August 2014.
5. Report detailing the recommendations of the Grants Working Party submitted to the Council Meeting 10<sup>th</sup> September 2014.

The program for the 2014-2015 Progress Association Allocation:

1. Applications Open 1<sup>st</sup> of August 2014 – 8.30am.
2. Advertisements in the YP Country Times on the 5<sup>th</sup> and 12<sup>th</sup> of August 2014.
3. Applications Close 11<sup>th</sup> September – 5pm.
4. Grants Working Party deliberation 15<sup>th</sup> - 19<sup>th</sup> of September 2014.
5. Report detailing the recommendations of the Grants Working Party submitted to the Council Meeting 8<sup>th</sup> October 2014

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Local Government Act 1999

Strategic Plan

Key Theme: Corporate Governance and Leadership  
2. Organisational Efficiency and Resource Management

Strategic Goal: 2.1 Financial Sustainable Organisation

## **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

The 2014/2015 Budget has set aside \$144,067 representing 1% of Rates Income for the Community Grants program and \$43,700 for allocations to Progress Associations (or similar).

Risk management considerations will form part of the Grants Working Party assessment process for each application.

## **DIRECTOR CORPORATE AND COMMUNITY SERVICES**

### **DA/ITEM 6.2**

#### **6. AGL COMMUNITY FUNDING**

(File Ref: 9.24.1.1)

#### **INTRODUCTION**

To consider Council's support for the AGL Community Funding opportunity linked to Wattle Point Wind Farm.

#### **RECOMMENDATION**

That Council:

1. endorse the "in kind" support of the AGL Community Funding program and;
2. empower the Grants Working Party to review all applications, and make recommendations to AGL regarding allocation of grants.

#### **COMMENT**

Council has been approached by AGL to support their program to provide Community Funding each year to eligible Community Groups. A copy of the communication received from AGL is attached for Councillors information.

AGL's Community Funding project is linked to the Wattle Point Wind Farm with funds available starting in 2014/2015 at \$15,000 per year and increasing with CPI.

To date AGL have funded in excess of \$350,000 for community projects and continue to support local initiatives.

AGL has proposed that Council take the leading role in reviewing the applications to ensure the funds are allocated to areas of the community that cannot access funding via other means.

#### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Local Government Act 1999

Strategic Plan

Key Theme: Corporate Governance and Leadership  
2. Organisational Efficiency and Resource Management

Strategic Goal: 2.1 Financial Sustainable Organisation

#### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Risk management considerations will form part of the Grants Working Party assessment process for each application.

## Corporate Email Address

**From:** Scott Lauder <SLauder@agl.com.au>  
**Sent:** Tuesday, 18 March 2014 3:42 PM  
**To:** Corporate Email Address  
**Subject:** Wattle Point Wind Farm Community Fund  
**Attachments:** image021.png; image022.jpg; image023.jpg; image024.jpg; image025.jpg; image026.jpg; image027.jpg; image028.jpg; image029.jpg; image030.jpg; AGL HWF Community Fund\_Guidelines\_10.doc; AGL HWF Community Fund\_NAC Advertisement 2010.doc; AGL HWF Community Fund\_Application\_NAC\_10.doc

**RECEIVED**  
18 MAR 2014

Item Number <b>1567-2014-3</b>
CDS Number <b>7-3-3-1</b>
Distribution

Attention Kylie Grey,

Hello Kylie,

Thank you for your time today on the phone.

As discussed, AGL are looking to set up an annual community fund program linked to the Wattle Point Wind Farm. All other AGL wind farms have established funds & it is our intention to bring Wattle Point in line with our other wind farm assets.

Our preferred method of administering the funds is to have Council take the lead in reviewing the community groups/ projects that apply for the funds to assist AGL & ensure that the money goes to the areas of the community that cannot access funds from other means, i.e. Federal or State allocations. Notwithstanding that we would welcome council support at any level.

Each of our wind farms have started with a \$15000.00 grant which is then indexed with CPI each year. To date AGL have funded in excess of \$350,000.00 for community projects and will continue supporting local initiatives for the life of the wind farms.

Attached you will find samples of the guidelines, application forms & advertisement used in the Mid North of SA for your review.

I look forward to hearing from you soon on the matter & trust that the council will support AGL in giving back to the communities that surround the Wattle Point Wind Farm.

Kind Regards,

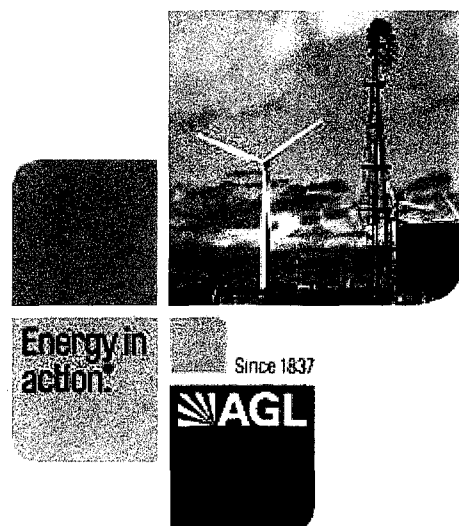
### Scott Lauder

Wind Energy Operations Manager  
South Australia

M: 0418 956 105  
E: [slauder@agl.com.au](mailto:slauder@agl.com.au)  
agl.com.au

AGL Energy Limited  
7-9 Commercial Street  
Burra SA 5417

Read about AGL's commitment to sustainability  
in our latest Sustainability Report. >



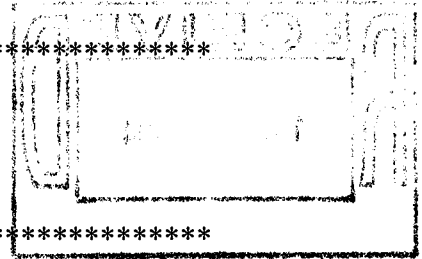




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## **AGL Hallett Wind Farm Community Fund – Guidelines**

### **Background**

AGL Energy Limited (AGL) seeks to make a positive contribution to the communities in which it operates. As a major employer and investor in the region, AGL wishes to fulfil its responsibilities as a participant in the local community by establishing a fair and transparent mechanism for sponsorship of community initiatives.

Accordingly, AGL intends to provide funding to broad based community initiatives in the areas governed by the Northern Areas Council, Regional Council of Goyder and the Ngadjuri Walpa Juri Lands And Heritage Association Incorporated (the "Councils").

While some details regarding the structuring of this scheme are still being worked out, this document sets out how AGL presently intends to honour its commitment and how AGL would like Councils to be involved.

### **Funding**

AGL wishes to contribute an amount as advertised in each Council area.

1. AGL intends to commence making community fund sponsorship payments to successful applicants in each calendar year (after the start date) after applications have been sought and evaluated.
2. Successful applicants will be recommended by the Community Fund Panel (the "Panel"), which will be established under a set of terms of reference consistent with the principles set out below.
3. AGL would like to make this an ongoing contribution to the community while AGL Energy Limited is actively involved in your area.
4. To keep the funding relevant, AGL intends to increase its funding commitment by CPI (ie. the Consumer price index for Adelaide) for each year of the program.

### **How the funding can be allocated**

In broad terms, AGL sees the funding being allocated as follows:

1. AGL will invite each Council to nominate an elected representative and a non-elected Council officer to sit on the Panel.
2. Each Panel will consist of one representative from AGL, one elected representative from the relevant Council and a non-elected Council officer.
3. The purpose of each Panel will be to evaluate applications for funding from their community with a particular emphasis on elements of the community affected by the wind farm.
4. Applications for sponsorship for worthy community projects shall be sought annually or as determined by the Panel in accordance with a clear timetable.
5. Applications shall be assessed on merit in accordance with these guidelines.
6. AGL intends to make payments to the successful applicants on the recommendation of the Panel.
7. Fair and transparent allocation of funds by each Panel is required by AGL. If AGL believes that the principles set out in the final guidelines are not being applied or the community fund scheme is not meeting the initial expectations, AGL will use its discretion as to how to meet its community commitment.

### **How Councils can assist**

AGL invites the Councils to assist in the fair distribution of community funding by:

- nominating one of their Members to sit on the Panel and review applications, with a view to ensuring that AGL is informed of worthy applicants in the community;
- helping AGL to advertise the community funding and the procedures for application;
- providing a central point for receiving and administering applications; and
- providing a coordinator to administer the process for collating applications before they are considered by the Panels (eg. making sure the right applications go to the right Panels, and that all documents required in the application criteria are included in the application).

### **Community Funding Objectives**

Generally, the community funding is intended to delivery benefits to the community and to strengthen AGL's existing links with the local community.

### **Assessment criteria**

Applications for community funding will be assessed by each Panel on the basis of the following criteria:

1. The benefit that the Application delivers to the community as a whole.
2. Compatibility of the Application with AGL's values.
3. The extent to which the Application reflects AGL sponsorship attributes.
4. Measurable outcomes in the Application.
5. The Application's value for money.
6. The applicant's track record in similar endeavours.
7. Confidence that the sponsorship money will be used effectively, ie, not absorbed in significant administration costs.
8. Long-term view rather than one-off events.
9. Other criteria from time to time as determined by AGL.

### **Conditions of sponsorship**

It is a condition of AGL paying any funding that successful applicants acknowledge AGL as the source of the funding in any marketing material or public notices or announcements. However, the use of AGL's logo or mentioning AGL in any media release or public notice must be cleared with AGL prior to release.

It is a condition of funding that AGL has an unrestricted right to make public announcements about its involvement in any program funded.

These conditions will be agreed between AGL and successful applicants.

### **Sponsorship Exclusions**

The Panels must decline applications for sponsorship from/for:

1. A project it considers the sole responsibility of the Commonwealth or State governments.
2. Political organisations or campaigns.
3. Organisations or activities whose planned activities could be potentially hazardous.
4. Organisations or activities that are not lawful.
5. Any initiative or organisation that, if funded, would give rise to a conflict of interest in any member of the Panel or the Councils.

## **Sponsorship Application Process**

We see the application process proceeding as follows:

1. The relevant Panel calls for applications for community funding annually with the help of the Council, who will assist in advertising the availability of funding.
2. Applications for sponsorship must be received in writing and addressed to the coordinator of the Panel. The Councils can assist AGL by providing a coordinator for the receipt of these applications.
3. At the end of the Application period, all applications are recorded by the coordinator and the formal assessment procedure begins.
4. The coordinator checks that applications have been completed satisfactorily, meets the guidelines and is accompanied by the appropriate documentation. Further information may be sought from the applicants by the coordinator.
5. At the conclusion of the assessment period, the coordinator provides a brief report to the members of each Panel and convenes a meeting of the Panels.
6. The Panels review the applications and the report and recommend to AGL the allocation of community funding accordingly.
7. The recommendation of the Panel is provided to AGL who may authorise payment to the successful applicant funds. Of course, the final say as to funding rests with AGL, but the idea is that the Panel works responsibly to nominate worthy candidates in line with these Guidelines.

## **Obligations of the Community Fund Panel**

The Panel members must comply with all relevant laws and guidelines relating to the allocation of community funding. Of course, Panel members must ensure that they consider applications fairly and decline to grant funding where that grant might give rise to an apprehension of any conflict of interest.

A place on the Panel is not a paid position and each of the Council and AGL will bear the costs of the time of their representative on the Panel.

No Panel member may use information acquired by virtue of their involvement in the community fund or to perform their functions in relation to the community in order to secure a benefit for themselves, their family members or associates. The proceedings of the Panel and the application materials are to be kept confidential.

## **Sponsorship Application Checklist**

To be considered by the Panels, sponsorship applications include an agreement to comply with any rules applying to funding and must address the following criteria:

- show clear objectives and desired outcomes of the sponsorship
- show how the community will benefit from the activity
- outline credentials, experience and financial status of organisation managing the sponsorship
- detailed description of what the sponsorship entails
- include implementation schedule eg dates, timing, completion etc
- a breakdown of budget required
- outline of any extra costs associated with the sponsorship that are outside budget
- outline how the project will be managed and by whom
- outline history of the event/campaign including previous and current sponsors
- outline publicity/media opportunities open to AGL
- outline opportunities for involvement of AGL employees

- provide reporting and evaluation plan, procedures, indicators if applicable including who will do the evaluation (internal or external) and how will evaluation be reported back to AGL.

### **Reporting and Evaluation**

All successful applicants are required to evaluate their program against objectives and performance indicators at the conclusion of the sponsorship period and provide a report including the evaluation to the relevant Panel. For sponsorships that extend over one year, the applicant will be required to submit a report and evaluation six monthly for discussion by the relevant Panel.

The proceedings of the Panel and the documentation received and produced by the Panel will be kept confidential by AGL and the Panel.



Tel: 02 9921 2999  
Fax: 02 9921 2552

AGL Energy Limited  
ABN 74 115 061 375

North Sydney  
Level 22, 101 Miller Street  
North Sydney NSW 2060

Locked Bag 1837  
St Leonards NSW 2065  
www.agl.com.au

## **AGL Hallett Wind Farm Community Fund – Application Form**

### **Terms and Conditions**

AGL Energy (AGL) seeks to make a positive contribution to the communities in which it operates. As a major employer and investor in the region AGL wishes to fulfil its responsibilities as a participant in the local community by establishing a fair and transparent community grants fund.

In this regard the AGL Hallett Wind Farm Community Fund has been designed to support communities affected by AGL operations in the Mid North of South Australia.

AGL has set aside an amount of \$22,000 p.a.(excluding GST) for communities and/or community groups within the area serviced by the Northern Areas Council to support local community initiatives and/or activities.

### **Notes on applications for fund**

- Applications may only be made by incorporated organisations (or those having a legal status), and must be made in accordance with the instructions on the application form.
- It is expected that there will be one period each year during which applications for funds may be made.
- Preference will be given to those projects for which alternative forms of funding is unavailable or difficult to access.
- Funding for approved projects must be spent by the 30 June of the financial year in which the grant is made, unless otherwise agreed with AGL Energy.

### **Assessment of applications**

Applications for funding will be assessed by a Panel comprising an elected representative and a non elected representative of the Council and an AGL Energy's Representative. The panel will consider the funding application on the basis of the following criteria:

- Provision of the information required in the application form by the applications closing date.
- The benefit that the funded activity is expected to deliver to the community as a whole.
- Compatibility of the funded activity with AGL Energy's values.
- The extent to which the application reflects AGL Energy sponsorship attributes.
- Measurable outcomes in the application.
- The application's value for money (eg effective use of funds/ low administration costs).
- The applicant's track record in similar endeavours (if any).
- Long term benefits preferred over one-off events.
- Evidence of any required public liability insurance.
- Other criteria from time to time as determined by AGL.

### **Exclusions**

The Panel will be obliged to exclude applications:

1. where the project is considered to be the sole responsibility of the Federal or State Government,
2. from political organisations or related to political campaigns,
3. from organisations or for activities where the planned activities could be potentially hazardous,
4. from organisations or activities that are not lawful,
5. from organisations or for activities that if funded would give rise to a conflict of interest in any members of the Panel or the Council.



### Organisation Details

Name of organisation:	
Postal address:	
Contact person:	
Position in organisation:	
Phone number:	
Organisation ABN:	
Registered for GST: Yes/No?	
Is the organisation incorporated? <i>(A copy of the organisation's certificate of incorporation must be attached)</i>	

### Project Details

Description of the project and what the proposed sponsorship entails. <i>(attachments may be used if insufficient room on the form)</i>	
Evidence of need for the project	
Who will benefit from your project?	
What do you wish to achieve by undertaking the project? <i>(objectives/expected outcomes)</i>	
Project start date:	
Project end date:	
Have you sought funding for the project from other organisations? <i>(Please provide details of any other funding applications)</i>	
How will the project be managed? By whom?	
Has the project (or a similar project) previously been sponsored, and if so, by whom	
Are there opportunities for AGL employees to be involved in the project?	
How do you propose to acknowledge the support of AGL Hallett Wind Farms with your project?	
Please provide evidence of prior activities and current capabilities/financial status that demonstrate that the organisation is likely to succeed in carrying out the proposed project, and to use the requested funds effectively, including information concerning credentials, experience and financial status.	



### Proposed Project Schedule

Activity	Timeframe

### Project Budget

Item/Activity/Purchase	In-kind calculation	Amount \$
<i>Example Activity</i>	<i>2 people x 4 hours @ \$20/hr</i>	<i>\$160</i>
<b>TOTAL</b>		





## Declaration and Undertaking to AGL Energy Limited

I/we the person(s) making this declaration on behalf of the organisation named in the application,, for funding under the AGL Hallett Wind Farm Community Fund , declare and agree that:

- The information contained in this application is true and correct to the best of my/our knowledge, information and belief.
- The decision of the Panel and AGL in relation to the application is final, and that no correspondence will be entered into if the application is unsuccessful.

Further, should the organisation be successful in being awarded a grant I/we undertake to AGL Energy Limited Limited to expend the grant monies in accordance with this application and the Terms and Condition of the AGL Hallett Wind Farm Community Fund (a copy of which I/we have received) and the provisions below.

I/we agree that the organisation will acknowledge AGL Energy Limited as the source of the funding in any marketing material or public notices or announcements relating to the project, and that the use of AGLEnergy's logo or reference to AGL Energy in any media release or public notice must be cleared with AGL Energy prior to release.

I/we agree that it is a condition of funding that AGL has an unrestricted right to make public announcements about its involvement in the project.

I/we agree that the organisation will evaluate the project against objectives and performance indicators set out in the application or as otherwise agreed with AGL Energy Limited at the conclusion of the Project, or if shorter, the end of the sponsorship period, and provide a report including the evaluation to the Panel. For sponsorships that extend over one year, the applicant agrees to submit a report and evaluation at six monthly intervals, for discussion by the Panel.

If required by AGL Energy Limited I/we will procure that the organisation enter into a more detailed Funding Agreement and provide evidence of reasonable public liability insurance.

I/we undertake to return to AGL Energy Limited any portion of the grant monies that are not expended on the project.

I/we undertake to provide evidence of the use of any grant monies in accordance with the grant by forwarding to The Coordinator, AGL Hallett Wind Farm Community Grants Northern Areas Council copies of receipts (up to the value of the grant) relating to any purchases made with the grant monies. I/we acknowledge and agree that AGL Energy Limited has an unrestricted right to make public announcements about its involvement in any project funded or partially funded by a grant from AGL Energy Limited and that I/we will comply with any request by AGL Energy Limited to protect its brand or logo.

*President / Authorised or  
Responsible Officer*

*Treasurer / Secretary*

Signature:

Name (printed):

Position (in organisation):

Date:

**Completed and signed applications, together with supporting attachments are to be forwarded to:**

The Coordinator  
AGL Hallett Wind Farm Community Fund  
Northern Areas Council  
94 Ayr Street  
PO Box 120  
Jamestown South Australia 5491



## **AGL Hallett Wind Farm Community Fund – 2010**

**Current round open:** 01 September 2010

**Current round closed:** 22 September 2010

**Outcomes to be advised:** 06 October 2010

### **Program Overview**

AGL Energy seeks to make a positive contribution to the communities in which it operates. As a major employer and investor in the region AGL wishes to fulfil its responsibilities as a participant in the local community by establishing a fair and transparent community grants fund.

AGL has allocated an amount of \$22,000 (excl GST) for communities and/or community groups within the area serviced by the Northern Areas Council to support local community initiatives and/or activities for 2010.

For a copy of the AGL Hallett Wind Farm Community Fund guidelines and application form visit the Northern Areas Council office or contact on 8664 1139. Guidelines and application can also be downloaded at [www.nacouncil.sa.gov.au](http://www.nacouncil.sa.gov.au).

For further information please contact:

Rebecca Jeismann  
Northern Areas Council  
(08) 8664 1139

Tony Fullelove  
AGL Energy  
[tfullelove@agl.com.au](mailto:tfullelove@agl.com.au)

## **DIRECTOR ASSETS & INFRASTRUCTURE SERVICES**

### **DA/ITEM 6.3**

#### **1. CENTRAL LOCAL GOVERNMENT REGION WASTE MANAGEMENT STRATEGY 2014-2020** (File Ref:9.24.1.1)

##### **INTRODUCTION**

The Regional Waste Management Coordinator is seeking a resolution from Council on strategies within the Central Local Government Region Waste Management Strategy 2014-2020 (copy provided under separate cover).

##### **RECOMMENDATION**

That Council endorse:

1. the Central Region Waste Management Strategy 2014-2020.
2. the provision of waste data to the Regional Waste Management Coordinator for the purposes of developing a collaborative and regional approach to waste services.

##### **COMMENT**

The Yorke Peninsula Council have been very proactive in the approach to waste management reform. Council's current practices and model at kerbside and transfer station level are unique and adequately service the needs of communities throughout the district.

This said, when and if identified benefits on a regional scale, with respect to waste management, are forthcoming Council shall review its current approach in the interest of balance.

Staff, on behalf of Council, will continue to support the Regional Waste Management Coordinator on data requirements focused within the strategies.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

PO125 Waste & Recycling Policy

Strategic Plan

Key Theme: Sustainable Communities

1. Sustainable Infrastructure

Strategic Goal: 1.3 Provide waste and recycling services to our community in order to reduce waste to landfill.

Strategic Plan

Key Theme: Sustainable Communities

1. Sustainable Infrastructure

Strategic Goal: 1.3 Work in partnership with our neighbouring Councils, the Central Local Government Association, the LGA, the YP Council's Alliance, major industries, local businesses and other key groups

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Not applicable.

## **DIRECTOR ASSETS & INFRASTRUCTURE SERVICES**

### **DA/ITEM 6.3**

#### **2. AUTHORITY TO APPLY COMMON SEAL**

(File Ref:9.24.1.1)

##### **INTRODUCTION**

The purpose of this report is to seek Council's endorsement to apply the common seal for execution of agreements between Council and community organisations for access to water generated by the Ardrossan Stormwater Harvesting project.

##### **RECOMMENDATION**

That Council authorise the Mayor and Chief Executive Officer to sign and affix Council's Common Seal for the execution of agreements between Council and:

1. the Ardrossan Football Club
2. the Ardrossan Bowling Club
3. the Ardrossan Area School

for the use of treated stormwater generated by the Ardrossan Stormwater Harvesting Project.

##### **COMMENT**

Stage II of the Ardrossan Stormwater Harvesting project saw the installation of supply infrastructure to service the Football Club, Bowling Club and Area School at Ardrossan.

Under this arrangement organisations can access treated stormwater which will be metered at their connection point, enabling Council to calculate the licensee portion of the total operating costs and recover expenditure for this service accordingly.

A formal agreement (generic copy attached) has been developed by Hunt & Hunt Lawyers clearly outlining the terms of supply. I seek Council's authority to apply the common seal to execute this agreement with the relevant parties.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Section 38 (1) of the Local Government Act 1999, provides that the Common Seal of a Council must not be affixed to a document except to give effect to a resolution of the Council.

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

From 1<sup>st</sup> July 2015 Council will charge each organisation an annual licence fee calculated upon the licensee portion of the total project operating costs, negating the need for a financial contribution from Council in future budgets.

Yorke Peninsula Council

The Ardrossan Football Club Incorporated

# Licence Agreement

## Ardrossan Stormwater Harvesting & Reuse Project

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# Licence Agreement

## Parties

**Yorke Peninsula Council** of PO Box 88 Minlaton SA 5575 ("**Council**")

**The Ardrossan Football Club Incorporated** an association incorporated in South Australia and having registered number A4230 of 38 Fourth Street, Ardrossan SA 5571 ("**Licensee**")

## Background

- A. The Council is the owner and operator of the Ardrossan Stormwater Harvesting & Reuse Project adjacent to the Ardrossan Golf Course and located on Section 398 in the Hundred of Cunningham, being portion of the land described in Crown Record Volume 5757 Folio 146 ("**Council Land**").
- B. The Licensee occupies portion of the land in Section 394 in the Hundred of Cunningham, being part of the land comprised in Crown Record Volume 5896 Folio 823 ("**Licensee Land**").
- C. The Council is the custodian of the Council Land and the Licensee Land for the Crown in right of the State of South Australia.
- D. The Council is the holder of a Water Industry Retail Licence issued by the Essential Services Commission of South Australia authorising it to sell water and provide sewage services.
- E. The Licensee wishes the Council to supply it with treated stormwater from the Stormwater Project for irrigation purposes.
- F. The Council has agreed to grant a licence to the Licensee on the terms and conditions of this Agreement.

## Agreed terms

### 1. Definitions and interpretation

#### 1.1 Definitions

In this Agreement the following terms shall have the following meaning unless the context otherwise requires:

**"Agreement"** means this Agreement and all schedules and annexures to it;

**"Authority"** includes any State or Federal Government, any Semi or Local Government, any statutory, public or any other person, authority, instrumentality or body having jurisdiction over the Licensee Land or any part of it or anything in relation to it;

**"Boundary Box"** means the box for valve, metre and other equipment located near the Connection Point;



**"Business Day"** means a day which is not a Saturday, a Sunday or a public holiday and on which commercial banks are open for ordinary business in the State;

**"Claim"** includes any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action and claim for compensation;

**"Conditions"** means the conditions precedent set out in clause 2.1;

**"Connection Point"** means the connection point to the Council Infrastructure supplied by the Council at or near the boundary of the Licensee Land, the proposed location of which is shown in the plans set out in Schedule 2;

**"Commencement Date"** means the date set out in Item 3;

**"Cost"** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatever, including where appropriate all rates and all reasonable and proper legal fees;

**"Council Infrastructure"** means the pipes, sprinklers, pumps, tanks, dams and other equipment and infrastructure shown in the Plans comprising the Stormwater Project up to and including the Connection Point and which is used in transporting and storing Treated Water to the Licensee Land (but not including, for the avoidance of doubt, any infrastructure from the Connection Point onto the Licensee Land);

**"Council Land"** has the meaning given in the Background;

**"Default Rate"** means the rate which is two per centum (2%) per annum above the highest overdraft rate charged as at the due date for payment of the relevant monies by the Commonwealth Bank of Australia for commercial loans less than One Hundred Thousand Dollars (\$100,000.00), and a notice by any Manager of the Commonwealth Bank of Australia shall in absence of manifest error be conclusive evidence of such rate;

**"End Date"** has the meaning given by clause 2.2;

**"Financial Year"** means a period 1 July to 30 June;

**"Further Term"** means the further term or terms of this Agreement specified in Item 2 (if any);

**"Initial Term"** means the period commencing on the Commencement Date and continuing for the period specified in Item 1;

**"Item"** means the relevant item number as set out in the Reference Schedule;

**"Licence"** means the licence granted under clause 3.1;

**"Licence Fee"** means the amount determined in accordance with clause 6;

**"Licensee Consumption"** means in respect of any Financial Year, the amount of Treated Water supplied by the Council to the Boundary Box under this Agreement as determined by the water metre at the Boundary Box;

**"Licensee Infrastructure"** means the pipes, sprinklers, pumps, tanks, dams and other equipment and infrastructure on the Licensee Land and which is used in transporting and storing Treated Water, from the point where such infrastructure meets the

Connection Point (but not including, for the avoidance of doubt, any infrastructure between the Connection Point and the Pumping Station);

**"Licensee Land"** has the meaning given in the Background;

**"Licensee Portion of Project Operating Costs"** means in respect of each Financial Year, the amount determined as follows:

$$\text{LPPOC} = \text{TPOE} \times (\text{Licensee Consumption} \div \text{Total Project Consumption})$$

where:

- (a) LPPOE = Licensee Portion of Project Operating Costs; and
- (b) TPOC = Total Project Operating Costs;

**"Notice"** means any notice in writing, any statement in writing, any written material and other written communication;

**"Party"** means a party to this Agreement;

**"Permitted Purpose"** means the use and storage of the Treated Water for irrigation purposes on the Licensee Land and for such other purposes as the Council may consent in writing;

**"Plans"** means the plans set out in Schedule 2;

**"Total Project Consumption"** means in respect of any Financial Year, the total amount of Treated Water supplied by the Council to all customers of the Stormwater Project, as determined by the Council acting reasonably;

**"Total Project Operating Costs"** means in respect of any Financial Year, the total of all costs and expenses incurred by the Council or for which is liable in respect of maintaining, repairing and operating the Stormwater Project, including:

- (a) the cost of all gas, oil, electricity, and other things consumed in operating and maintaining the Stormwater Project;
- (b) the cost of maintaining and repairing the Council Infrastructure;
- (c) all monitoring and treatment costs;
- (d) all internal costs and expenses of the Council and attributed by it to the Stormwater Project (acting reasonably), including a portion of all:
  - (1) administrative and operating expenses, including telephone, facsimile, data, communication systems; and
  - (2) other costs; and
- (e) all other costs and expenses of any nature whatsoever reasonably and fairly attributable to the Stormwater Project.

**"Pumping Station"** means the pump and filtration shed situated on the Council Land at the location depicted on the Plans;

**"Retail Water Licence"** means Water Industry Retail Licence in the name of the Council and issued by the Essential Services Commission of South Australia on or about 7 February 2013;

**"State"** means the State of South Australia;

**"Stormwater Project"** means the Ardrossan Stormwater Harvesting & Reuse Project;

**"Term"** includes the Initial Term, any Further Term in accordance with clause 3.3, and any permitted period of holding over; and

**"Treated Water"** means stormwater from the Stormwater Project which has been the subject of filtration and disinfection and which meets the standards of Class B Reclaimed Water under the guidelines and standards issued by the Department for Health and Ageing and the Environment Protection Agency from time to time.

## 1.2 Interpretation

- (a) Words importing the singular number include the plural and vice versa.
- (b) Words importing any particular gender include all genders.
- (c) Where more than one person comprises a Party, and covenant or agreement on their part shall bind such persons jointly and each of them severally.
- (d) Reference to statutes, regulations, ordinances or by-laws, includes all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them.
- (e) Every obligation undertaken by any of the Parties or arising from this Agreement shall unless the context otherwise requires, be construed as continuing throughout the Term and thereafter so far as the obligation remains to be observed or performed.
- (a) A reference to a Party includes a reference to its successors, assigns, executors, and administrators.
- (b) No word, words or provision of this Agreement shall operate to limit or in any way prejudice the effect of any other word, words or provision of this Agreement unless it is expressly provided otherwise.
- (c) Headings to this Agreement have been inserted for guidance only, and shall not form part of the context and shall not limit or govern the construction of this Agreement.
- (d) Where reference is made to any person, body or authority such reference shall, if the person, body or authority has ceased to exist, be deemed a reference to the person, body or authority as then serve substantially the same objects as that person, body or authority.
- (e) Unless the context otherwise requires, where the Council has a discretion or its consent or approval is required for anything the Council shall, consistent with its rights and obligations as licensor, not unreasonably withhold or delay its decision, consent or approval.
- (f) A reference to "writing" or "written" and any words of similar import includes printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any

electronic medium if such communication is subsequently capable of reproduction in tangible or visible form.

- (g) Where anything is permitted in an "emergency" the opinion of the Council as to the existence or non-existence of such state of affairs shall be conclusive.
- (h) Where the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Agreement be the immediately following Business Day.
- (i) Money references are in Australian dollars, unless otherwise provided.

## **2. Conditions Precedent**

### **2.1 Licence conditions**

The grant of the Licence is subject to and conditional on:

- (a) the Licensee obtaining (at its own cost) all necessary consents, approvals, licences and permits as may be necessary to use and store Treated Water from the Stormwater Project on the Licensee Land for the Permitted Purpose (if any);
- (b) the Licensee obtaining (at its own cost) all necessary consents, approvals, licences, permits, easements and land use rights as may be necessary to develop and construct the Licensee Infrastructure;
- (c) the Council installing (at its own cost) an independent metre at the Boundary Box to independently metre the Licensee's use of Treated Water supplied pursuant to this Agreement; and
- (d) the Council being granted (at its own cost) a variation to its Retail Water Licence allowing it to supply Treated Water from the Stormwater Project to the Licensee on terms and conditions acceptable to the Council.

### **2.2 Joint commitments**

The Licensee shall use all reasonable efforts to ensure that the Conditions referred to in clauses 2.1(a) and 2.1(b), and the Council shall use all reasonable efforts to ensure that the Conditions referred to in clauses 2.1(c) and 2.1(d), are satisfied as soon as reasonably practicable and in any event by the date falling 12 months after execution of this Agreement ("**End Date**").

### **2.3 Parties to Cooperate**

Subject to clause 2.8, each Party shall provide the other with any assistance and information reasonably requested by the other Party to fulfill the Conditions.

### **2.4 Cost of Conditions**

The parties shall be responsible for the cost of satisfying the Conditions for which they are responsible.

## **2.5 Waiver of Conditions**

The Conditions are for the benefit of both parties, and may only be waived by notice in writing by each Party to the other.

## **2.6 Failure to fulfill Conditions**

In the event that the Conditions shall not have been fulfilled (or waived in accordance with this Agreement) prior to the End Date, then either Party may terminate this Agreement by written notice to the other.

## **2.7 Release from obligations**

If this Agreement is terminated in accordance with clause 2.6, the Parties shall be released from their obligations under this Agreement save in relation to any antecedent breach and clause 11.9 will apply.

## **2.8 Council discretion unfettered**

The Licensee acknowledges and agrees that the Council maintains all decision making discretions and authorities vested in it under the *Development Act 1993* (SA) or otherwise, and nothing in this Agreement shall be taken to be the giving of a consent or approval by the Council or an agreement to waive any fees, in relation to any works to be undertaken by the Licensee (including for the avoidance of doubt, the Licensee Infrastructure).

# **3. Licence to use Treated Water**

## **3.1 Grant**

Subject to clause 2, the Council grants to the Licensee a licence to:

- (a) connect the Licensee Infrastructure to the Connection Point; and
- (b) to receive and use Treated Water from the Stormwater Project for the Permitted Purpose on the Licensee Land on the terms and conditions of this Agreement,

and the Licensee accepts the licence.

## **3.2 Term**

Subject to clause 3.3, the Licence shall be for the Initial Term.

## **3.3 Renewals**

Subject to the Licensee being in compliance of its obligations under this Agreement and any rights of termination in this Agreement, on expiry of the Initial Term or any Further Term, this Agreement will automatically be renewed for a Further Term upon the same terms and conditions (*mutatis mutandis*) unless the Licensee gives notice in writing to the Council not less than 6 months prior to expiry of the then current Term stating that it does not want a Further Term.

### **3.4 Voluntary termination**

Following the expiry of the first five (5) years of the Initial Term, either Party may terminate this Agreement by giving to the other not less than two (2) calendar years prior written notice of termination.

## **4. Responsibilities of the Council**

During the Term, the Council will at its cost:

- (a) maintain the Council Infrastructure in operating order;
- (b) subject to availability, supply Treated Water from the Stormwater Project to the Connection Point during the Term;
- (c) undertake routine monitoring of Treated Water on a quarterly basis to determine compliance with water quality standards required by this Agreement and any relevant laws; and
- (d) divert and dispose of any water which does not comply with water quality standards required by this Agreement and any relevant laws.

## **5. Responsibilities of the Licensee**

### **5.1 During the Term**

During the Term, the Licensee will at its cost:

- (a) develop and construct the Licensee Infrastructure and connect it to the Connection Point;
- (b) maintain the Licensee Infrastructure in operating order; and
- (c) receive the Treated Water from the Pumping Station at the Connection Point into the Licensee Infrastructure.

### **5.2 At the end of the Term**

At the end of the Term, the Licensee will at its cost disconnect the Licensee Infrastructure from the Connection Point and take such other steps as may be necessary to cease receiving Treated Water from the Council Infrastructure.

### **5.3 Specifications and technical details**

The Licensee will comply with the Council's reasonable requirements and directions in performing its obligations under this Agreement, including for the avoidance of doubt in relation to:

- (a) the development and construction of the Licensee Infrastructure;
- (b) the receipt and use of Treated Water;
- (c) the manner of connection of the Licensee Infrastructure to the Connection Point
- (d) the disconnection of the Licensee Infrastructure from the Connection Point at the end of the Term,

and the Licensee releases and agrees to indemnify the Council from and against all Claims arising out of the Licensee's failure to comply with this clause.

#### **5.4 Access to Council Infrastructure**

Save in relation to the rights granted to it under clause 3.1(a), the Licensee shall not, and shall ensure that its employees, officers, contractors and agents do not, interfere with, tamper with, enter onto or alter the Council Infrastructure in any way whatsoever, save with the Council's prior written consent.

### **6. Licence Fee**

#### **6.1 Payment of Licence Fee**

In consideration of the Council granting the Licence, the Licensee agrees to pay to the Council, without deduction or set-off, the Licence Fee annually in arrears within 28 days of receiving a tax invoice from the Council setting out the amount of the fee.

#### **6.2 Provision of information**

As soon as practicable following 30 June in each year during the Term, the Council will prepare a statement setting out the following information in respect of the Financial Year just ended:

- (a) the Total Project Operating Costs;
- (b) the Total Project Consumption;
- (c) the Licensee Consumption;
- (d) the Council's calculation of the Licensee Portion of Project Operating Costs; and
- (e) a tax invoice for the Licence Fee calculated determine in accordance with clause 6.3.

#### **6.3 Calculation of Licence Fee**

The Licence Fee in respect of each Financial Year shall be:

- (a) in respect of the period from the Commencement Date to 30 June 2015—nil; and
- (b) in respect of the remainder of the Term—the Licensee Portion of Project Operating Costs.

#### **6.4 Method of Payment**

Payment of the Licence Fee shall be made at such place and by such means as the Council may from time to time direct in writing.

#### **6.5 Licensee responsible for all use**

The Licensee acknowledges and agrees that it is responsible for all use of Treated Water supplied to the Connection Point, including as to leakage, loss, use or theft of water by third parties. The Council accepts no responsibility or control over Treated Water following supply to the Connection Point.

## **7. Rights of Entry**

The Council, its officers, servants, agents and contractors may at all reasonable times and upon reasonable prior notice, enter the Licensee Land for the purpose of:

- (a) establishing whether the Licensee is complying with the terms of this Agreement; and
- (b) performing the Council's obligations under :
  - (1) this Agreement; and
  - (2) any relevant law; or
  - (3) the terms and conditions of its Retail Water Licence.

## **8. Insurance**

### **8.1 Licensee to take out insurance**

The Licensee shall effect on or before the Commencement Date and keep current during the Term a public risk insurance policy bearing an endorsement whereby the indemnity under the policy is extended to include the risk referred to in clause 11 and all other Claims arising out of or in connection with this Agreement, such policy to be for an amount of Twenty Million Dollars (\$20,000,000.00) or such other amount as the Council may specify in writing from time to time in respect of any single incident.

### **8.2 Requirements for insurance policies**

The Licensee shall in relation to any insurance policy required to be taken out pursuant to this clause 8:

- (a) ensure that they:
  - (1) are taken out with an insurer approved by the Council;
  - (2) are for such amounts and cover such risks and contain such conditions as are acceptable to or required by the Council and/or the Council's insurers; and
  - (3) have no exclusions, endorsements or allegations unless first approved in writing by the Council.
- (b) whenever reasonably required by the Council produce to the Council the policy of insurance, the receipt for the last premium and a certificate of currency;
- (c) pay all premiums and other monies payable in respect of such policy whenever they shall become due and payable; and
- (d) ensure that they contain a provision or endorsement whereby they may not be cancelled or terminated either by the Licensee or the insurer unless fourteen days prior written notice has been given to the Council.



## **9. Maintenance of authorisations and Council rights to remedy**

### **9.1 Maintenance of authorisations**

The Licensee agrees to maintain all necessary consents, approvals, licences and permits as may be required of it during the Term, including for the avoidance of doubt those referred to in clauses 2.1(a) and 2.1(b). The Licensee:

- (a) must give all notices, pay all fees and obtain all permits, licences, approvals and consents necessary to comply with those requirements;
- (b) acknowledges complete awareness and understanding of all such requirements prior to signing this Agreement; and
- (c) agrees to allow the Council access to its premises, books, records, employees officers and agents to determine the Licensee's compliance or otherwise with this clause.

### **9.2 Compliance with laws**

The Parties shall at all times comply with and observe, and shall ensure that their employees, contractor and agents comply with and observe, the provisions of all applicable legislation, rules, and regulations during the Term.

### **9.3 Council May Rectify**

- (a) The Council may, but shall not be obliged to, remedy at any time, upon reasonable Notice, any default by the Licensee under this Agreement.
- (b) Without prejudice to the generality of this clause, the Council may, if in its opinion it is necessary or desirable to do so having regard to the Council's obligations under any law, enter the Licensee Land or the Licensee Infrastructure and use the infrastructure and other buildings, pipes, valves, sprinklers, pumps, dams and other equipment situated thereon for any reasonable period in the circumstances for the purposes of remedying the default.
- (c) If the Council elects to exercise its rights under this clause, it shall use due care to minimise disruption or damage.
- (d) All reasonable costs incurred by the Council (including legal costs and expenses) in remedying a default by the Licensee shall constitute a liquidated debt and be paid by the Licensee to the Council on demand.

## **10. Exclusion of Council's Liability**

### **10.1 No responsibility for supply of Treated Water**

The Licensee acknowledges that this Agreement only grants it a right to receive an unspecified quantity of Treated Water from the Council and that the Council gives no undertaking or guarantee as to interruption of supply of Treated Water, quantity of Treated Water to be supplied, or that the Stormwater Project will remain operational during the Term. The Council reserves the right to terminate, wind up, wholly or partly alter or redevelop, or suspend operations of the Stormwater Project at any time during the Term, which may result in supply of Treated Water becoming restricted or unavailable.

## **10.2 General**

The Licensee agrees that it accesses the Council Infrastructure and uses the Treated Water at its own risk, and releases the Council in respect of:

- (a) any damage to the Licensee's property or assets (including the Licensee Infrastructure); and
- (b) any Claim for injury or loss of life,

arising out of or in connection with the subject matters of this Agreement, save to the extent that the relevant Claim arises as a result of a breach of this Agreement by the Council.

## **11. Indemnities**

Notwithstanding that:

- (a) any Claims shall have resulted from anything which the Licensee may be authorised or obliged to do under this Agreement; and/or
- (b) at any time, any waiver or other indulgence has been given to the Licensee in respect of any obligation of the Licensee under this Agreement by the Council,

the Licensee shall indemnify and keep indemnified the Council from and against all Claims for which the Council shall or may be or become liable whether during or after the Term, in respect of or arising from:

- (c) any Claim by a third party arising on or in connection with the Licensee Land;
- (d) any Claim by a third party arising in connection with the Licensee Infrastructure; and
- (e) any Claim by a third party in connection with the subject matter of this Agreement to the extent caused or contributed to by the Licensee, its employees, agents or contractors,

save to the extent that the relevant Claim arises as a result of a breach of this Agreement by the Council.

## **12. Default Termination**

### **12.1 Default**

If:-

- (a) any monies payable by the Licensee to the Council on demand are not paid within thirty (30) days of the Council demanding payment, or if any other monies payable by the Licensee to the Council are not paid by the due date for payment; or
- (b) the Licensee fails to perform or observe in a timely fashion any of the provisions contained in this Agreement which ought to be performed or observed by the Licensee; or
- (c) the Licensee enters into liquidation (whether voluntary, compulsory or provisional), or is wound up or dissolved, or enters into a scheme of

arrangements for creditors, or is placed under official management, or a receiver and/or manager of any of its assets is appointed,

then and in any of such cases the Licensee shall be deemed to have made default. The Council may elect to treat any such default as a repudiation of this Agreement by the Licensee.

## **12.2 Notice of Breach**

In the case of a breach or default of this Agreement by the Licensee, the Council may, without prejudice to any other Claim which the Council has or may have or could otherwise have against the Licensee or any other person in respect of such default, at any time serve on the Licensee a Notice requiring the Licensee within fourteen (14) days to remedy the breach or default (if it is capable of remedy) or to make reasonable compensation in money to the Council in respect of the breach or default.

## **12.3 Forfeiture of Licence**

If the Licensee fails to remedy the breach or to make reasonable compensation in accordance with a Notice given under clause 12.2 or if the breach is not capable of remedy, the Council may, at any time thereafter, by further Notice to the Licensee immediately terminate this Agreement.

## **12.4 Tender after termination**

Any monies tendered by the Licensee after the termination of this Agreement and accepted by the Council may be applied by the Council towards satisfaction of such amounts owing to it and in such order as it may elect in its absolute discretion.

## **12.5 Interest on Overdue Monies**

- (a) The Licensee will pay to the Council interest at the Default Rate on any monies due by the Licensee to the Council on any account whatever under this Agreement and unpaid for fourteen (14) days from the due date under this Agreement.
- (b) Such interest shall:
  - (1) accrue from day to day;
  - (2) be capitalised on the last day of each month;
  - (3) be payable on the first day of each month where an amount arose in the preceding month or months;
  - (4) be computed from the due date for payment of the monies until payment of such monies in full; and
  - (5) be recoverable in the same manner as a debt due.

## **12.6 Damages for Breach**

The Licensee agrees that:

- (a) if the Licensee's conduct (whether by act or omission) constitutes a repudiation or breach of this Agreement or the Council elects to treat any default as a repudiation pursuant to clause 12.1, the Licensee shall compensate the

Council for all costs suffered by reason of or arising from any such repudiation or breach;

- (b) the Council shall be entitled to recover costs against the Licensee in respect of repudiation or breach for the damage suffered by the Council;
- (c) the Council's entitlement to recover damages from the Licensee shall not be limited for any reason or affected by any of the following:
  - (1) if the Licensee abandons or vacates the Licensee Land or any part of the Licensee Land or the Licensee Infrastructure;
  - (2) if the Council elects to terminate this Agreement;
  - (3) if the Council accepts the Licensee's repudiation; or
  - (4) if the Licensee's conduct (or that of any of their servants or agents) constitutes a surrender of this Agreement by operation of Law.

#### **12.7 Antecedent Breaches**

Termination of this Agreement shall not prejudice or affect any rights or remedies of the Council against the Licensee in respect of any antecedent breach of this Agreement.

#### **12.8 Suring clauses**

Clauses 10, 11, 13, 14 and 16.7 and any then clauses necessary for their interpretation shall service termination of this Agreement.

### **13. Notices**

#### **13.1 Form**

A notice or other communication connected with this Agreement ("**Notice**") must be in writing and given by a Party, its authorised officer or its lawyer.

#### **13.2 Delivery**

A Notice must be:

- (a) delivered to the recipient's address or registered office;
- (b) sent by facsimile transmission to the recipient's facsimile number; or
- (c) posted to the recipient's address or registered office by prepaid ordinary post (or airmail, if posted to or from a place outside Australia),

as set out in this Agreement, or notified from time to time.

#### **13.3 Address for service**

Details of the Parties' addresses for service of Notices are set out below:

- (a) The Council:
  - Address: PO Box 88 Minlaton SA 5575
  - Attention: The Chief Executive Officer

Facsimile: +61 (8) 8853 2494

(b) The Licensee:

Address: [address]

Attention: [attention]

Facsimile: [fax]

#### **13.4 Service**

- (a) Service of a Notice is deemed to have occurred, if sent:
- (1) as a delivered letter – at the time it is delivered;
  - (2) as a fax – 4 hours after the sender's fax machine give confirmation that the notice has been successfully delivered; or
  - (3) as a posted letter – on the 2nd Business Day after posting (or the 7th, if posted to or from a place outside Australia).
- (b) If a Notice is served after 5.00 pm on a Business Day, it is deemed to have been served on the next Business Day.

#### **14. Dispute resolution**

All disputes or differences between the Parties arising out of this Agreement shall be first referred to an arbitrator who shall be either:

- (a) mutually agreed upon by the Parties hereto in writing; or
- (b) in the absence of that agreement, one of at least three persons, none of whom shall be an employee of the Council or the Licensee or have had any association with the subject matter of this Agreement, whose names are submitted in writing by the Council for selection by the Licensee; or
- (c) in the absence of that selection, by an arbitrator nominated by the State Division of The Institute of Arbiters and Mediators Australia and appointed in accordance with the provisions of the laws of South Australia; and
- (d) provided that the costs associated with any arbitration pursuant to this clause shall be as determined by the arbitrator.

#### **15. Goods and Services Tax**

##### **15.1 Interpretation**

The terms used in this clause have the same meanings as those terms and phrases in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth).

##### **15.2 GST Exclusive**

The amount payable for any taxable supply made under or in accordance with this Agreement is exclusive of GST.

### **15.3 GST Payable**

The recipient of a supply must pay the supplier an amount equal to the supplier's GST on the consideration at the same time as the consideration is paid. The supplier must issue a tax invoice before the recipient is obliged to pay the GST.

## **16. General**

### **16.1 Assignment**

The Licensee shall not, without prior written consent of the Council which may be withheld in its absolute discretion, assign, transfer or otherwise deal with or part with possession of this Agreement or any part of it or any interest in it or attempt to do any of the foregoing.

### **16.2 Third party use of Treated Water**

The Licensee must not grant to any third party a right to use the Treated Water without the prior written consent of the Council which may be refused or granted on such conditions as the Council thinks fit.

### **16.3 Inconsistent laws**

Any present or future legislation which operates to vary an obligation or right, power or remedy of a person in connection with this Agreement is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law. Terms implied into this Agreement are negated or varied to the extent to which they are inconsistent with the terms of this Agreement.

### **16.4 Joint and several**

If a Party comprises 2 or more persons, the liability of those persons under this Agreement is joint and several.

### **16.5 Relationship between parties**

This Agreement is not intended to create a partnership, joint venture or relationship of principal and agent between the Parties.

### **16.6 Governing law and jurisdiction**

- (a) This Agreement is governed by the laws of South Australia.
- (b) The parties submit to the jurisdiction of the courts of South Australia and of the Federal Court of Australia.

### **16.7 Confidentiality**

The terms and existence of this Agreement are confidential and must not be disclosed (without the prior written consent of the Parties) to any person other than the Parties' professional advisers or as required by law.

### **16.8 Severance**

All provisions of this Agreement shall so far as possible be construed so as not to be invalid, illegal or unenforceable in any respect, but if any provision on its true interpretation is illegal, invalid or unenforceable, that provision shall so far as possible

be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give it a valid operation of a partial character. If any such provision or part of it cannot be so read down, such provision or part shall be deemed to be void and severable, and the remaining provisions of this Agreement shall not in any way be affected or impaired.

**16.9 Entire agreement**

This Agreement replaces all previous agreements about its subject matter and constitutes the entire agreement between the Parties.

**16.10 Variation**

A variation of this Agreement must be in writing and signed by the Parties.

**16.11 Waiver**

- (a) The Council's failure to take advantage of any default or breach of covenant on the part of the Licensee shall not be or be construed as a waiver of it, nor shall any custom or practice which may grow up between any of the Parties in the course of administering this Agreement be construed to waive or to lessen the right of the Council to insist upon the timely performance or observance by the Licensee of any covenant or condition of this Agreement or to exercise any rights given to the Council in respect of any such default.
- (b) A waiver by the Council of a particular breach or default shall not be deemed to be a waiver of the same or any subsequent breach or default.
- (c) The demand by the Council for, or subsequent acceptance by or on behalf of the Council, of monies payable under this Agreement shall not constitute a waiver of any earlier breach by the Licensee of any provision of this Agreement, other than the failure of the Licensee to make the particular payment or payments of monies so accepted, regardless of the Council's knowledge of any earlier breach at the time of acceptance of such monies.

**16.12 Costs and expenses**

Each Party must pay its own costs and expenses arising from this Agreement, its related documents, and of performing its obligations under this Agreement, unless otherwise set out in this Agreement.

**16.13 Time of performance**

If a payment is made or something is done after 5.00 pm on any Business Day, it is deemed to have been made or done on the next Business Day.

**16.14 Further action**

Each Party must take all necessary further action to give full effect to this Agreement.

**16.15 Counterparts**

This Agreement may be executed in any number of counterparts.

#### 16.16 Cumulative rights

The rights, powers and remedies provided in this Agreement are in addition to those provided by law independently of this Agreement.

Executed as an Agreement on

2014

**THE COMMON SEAL of Yorke Peninsula  
Council** was hereunto affixed in the presence  
of:

Signature: .....

Signature: .....

Name: .....

Name: .....

PLEASE PRINT

**Mayor**

PLEASE PRINT

**Chief Executive Officer**

**THE COMMON SEAL of The Ardrossan  
Football Club Incorporated** was hereunto  
affixed in the presence of:

Signature: .....

Signature: .....

Name: .....

Name: .....

PLEASE PRINT

**Seal Holder**

PLEASE PRINT

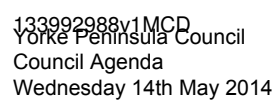
**Seal Holder**

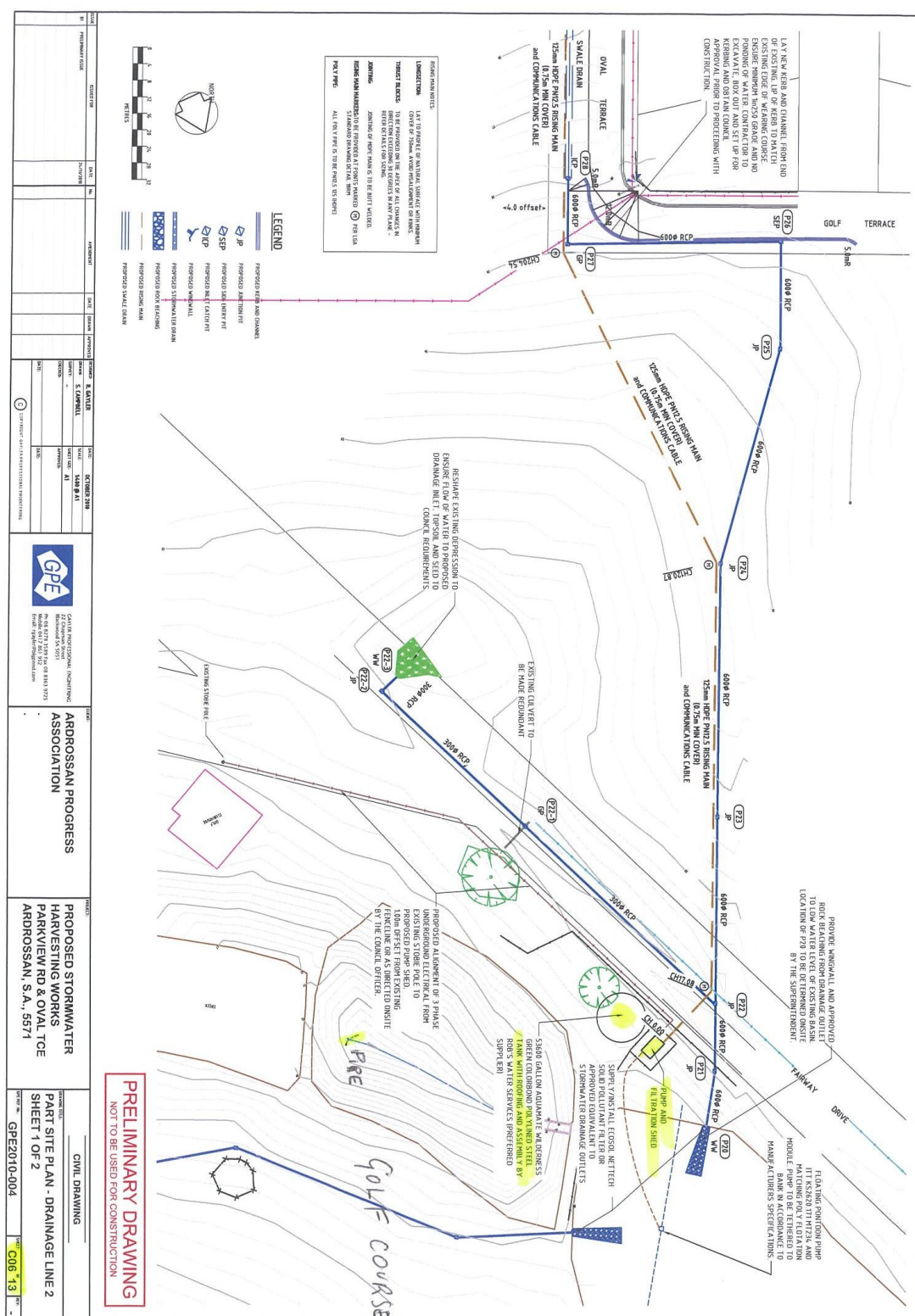


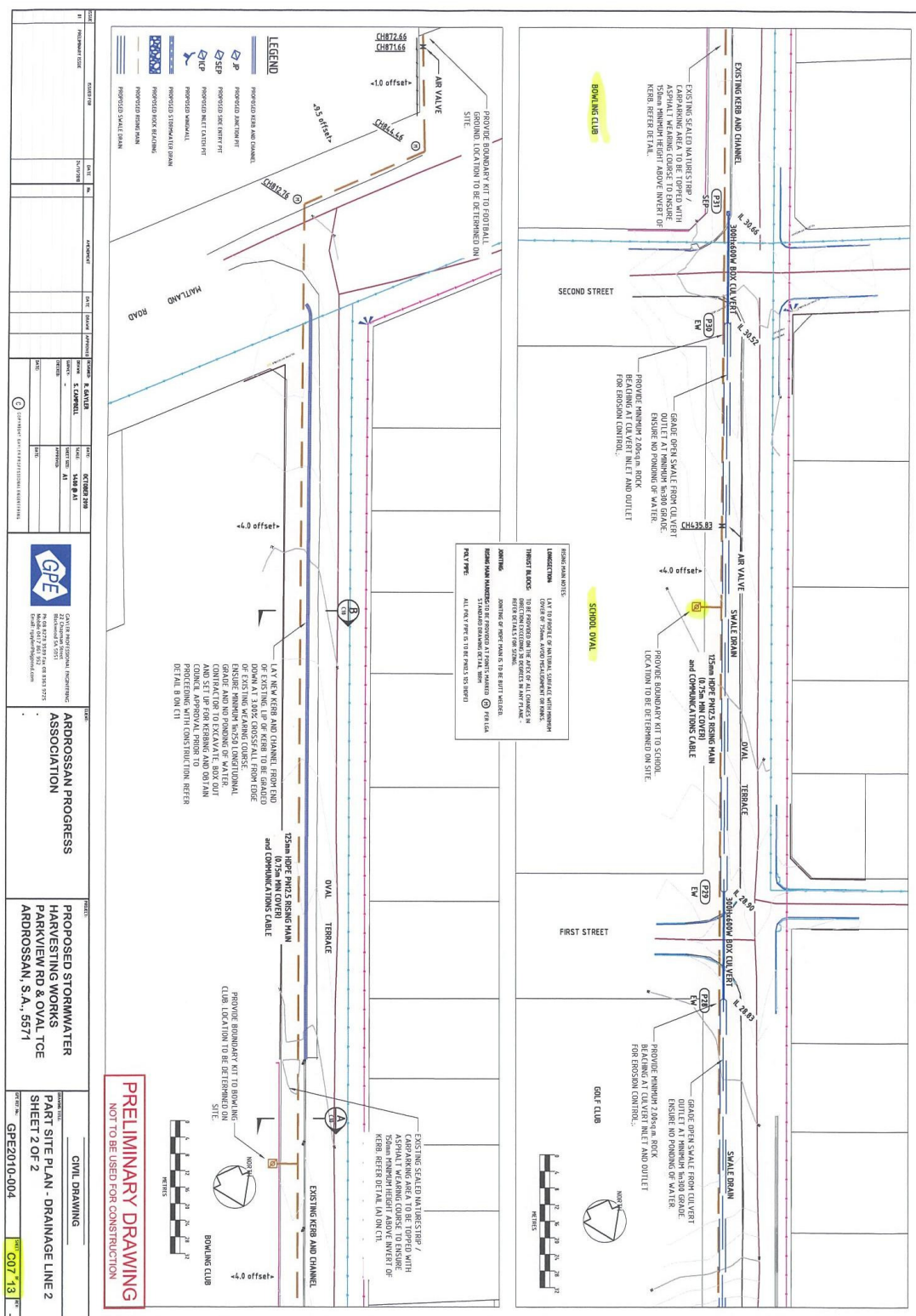
## Schedule 1

### Reference Schedule

<b>Item 1</b>	<b>The Initial Term</b>
	Ten (10) years
<b>Item 2</b>	<b>The Further Terms</b>
	Four (4) further periods of five (5) years each
<b>Item 3</b>	<b>Commencement Date</b>
	Seven days after the satisfaction of the Conditions









### Boundary Box and Connection Point

\*For illustrative purposes only. Actual placement and location may vary.



## **DIRECTOR ASSETS & INFRASTRUCTURE SERVICES**

### **DA/ITEM 6.3**

#### **3. AUTHORITY TO APPLY COMMON SEAL**

(File Ref: 9.24.1.1)

##### **INTRODUCTION**

The purpose of this report is to seek Council's endorsement to apply the common seal for execution of agreements between Council and private landholders and the State Government for the Walk the Yorke Leisure Trail.

##### **RECOMMENDATION**

That Council authorise the Mayor and Chief Executive Officer to sign and affix Council's Common Seal for the execution of agreements between Council and:

1. private landholders
2. the State Government

to enter on, develop and use portions of private land and State Government land (respectively) as part of the recreational walking and cycling trail known as the Walk the Yorke Leisure Trail.

##### **COMMENT**

The proposed route of the Walk the Yorke Leisure Trail enters onto private and State Government land. As such, access arrangements have to be negotiated with the owners of these properties for the establishment and ongoing operation of the Trail.

A licence agreement is a contractual agreement between the Council and a landowner to permit the Council to establish and maintain the Trail on the private or State Government land and permit members of the public to use the Trail.

Formal licence agreements for private landholders and the State Government have been developed by Norman Waterhouse Lawyers clearly outlining the provisions of the arrangement. Each private land agreement will remain the same other than the variation of specific property owner and land parcel details. I seek Council's authority to apply the common seal to execute these agreements as required. A list of landholders who enter into the agreements can be provided at the completion of construction if required.

A copy of the generic licence agreement is attached.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Section 38 (1) of the Local Government Act 1999, provides that the Common Seal of a Council must not be affixed to a document except to give effect to a resolution of the Council.

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

In consideration of the Licensor granting the licence to Council, Council shall pay to the Licensor the sum of One Dollar and Ten Cents (\$1.10) inclusive of GST if demanded by the Licensor.

DATED

DAY OF

---

LICENCE AGREEMENT

BETWEEN

YORKE PENINSULA COUNCIL

("YPC")

-AND-

THE LICENSOR NAMED IN ITEM 1 OF THE SCHEDULE

("Licensor")

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## SCHEDULE

### ANNEXURE A PLAN

### ANNEXURE B TRAIL USERS CODE OF PRACTICE



day of

**YORKE PENINSULA COUNCIL** of 8 Elizabeth Street, Maitland, South Australia 5573  
("YPC")

THE PERSON DESCRIBED AND IDENTIFIED IN ITEM 1 OF THE SCHEDULE TO THIS AGREEMENT of the address specified in Item 2 of the Schedule (the “**Licensor**”).

- A. The Licensor is either the registered proprietor or the lessee of the land described and identified in Item 3 of the Schedule annexed to this Agreement (the "**Land**").
- B. YPC wishes to enter on and develop and use that portion of the Land marked in dotted red on the plan comprising Annexure A to this Agreement ("**the Trail Land**") as part of the recreational walking and cycling trail known as Walk the Yorke Leisure Trail.
- C. The Licensor has agreed to permit YPC to enter on and develop and use the Trail Land upon the provisions set out in this Agreement.

## **IT IS AGREED:**

### **1. BACKGROUND**

The parties acknowledge the statements in the Background to this Agreement are true and correct in every particular and form part of this Agreement.

### **2. DEFINITIONS AND INTERPRETATION**

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

**"Agreement"** means this Agreement and includes the Schedule and Annexures;

**"Land"** means the whole of the land described in Item 3 of the Schedule;

**"Land Management Plan"** means such land management plan as YPC provides to the Licensor from time to time (if any);

**"Licensor"** means the person named in Item 1 of the Schedule;

**"Maintenance Plan"** means such maintenance plan as YPC in consultation with the Licensor for the Trail Land, agree from time to time (if any);

**"Special Conditions"** means the Special Conditions specified in Item 7 of the Schedule (if any);

**"Trail"** means the Trail known as Walk the Yorke Leisure Trail, a portion of which is situated on the Trail Land;

**"Trail Land"** means that portion of the Land marked in dotted red on the plan comprising Annexure A to this Agreement;

**"Trail User"** means any member of the public using the Trail Land from time to time and any group, association or corporate body authorised by YPC to use the Trail Land from time to time;

**"Trail Users Code of Practice"** means the document prepared by YPC and provided to Trail Users a copy of which comprises Annexure B to this Agreement;

**"Valuer-General"** means the Valuer-General appointed pursuant to the *Valuation of Land Act 1971*.

**"YPC"** means the Yorke Peninsula Council and includes, where the context permits, the officers, employees, contractors, consultants and invitees of YPC;

**"YPC's Representative"** means the person specified in Item 4 of the Schedule or such other person nominated in writing from time to time to the Licensor as YPC's Representative;

2.2 Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this Agreement:

- 2.2.1 any word importing the plural includes the singular and vice versa;
- 2.2.2 any wording importing a gender shall include all other genders;
- 2.2.3 a reference to a body corporate shall include a natural person and vice versa;
- 2.2.4 a reference to a recital, party, clause, schedule or Annexure is a reference to a recital, party, clause, schedule or Annexure of this Agreement;
- 2.2.5 the captions, headings, section numbers and clause numbers appearing in this Agreement are inserted only as a matter of convenience and in no way affect the construction of this Agreement;
- 2.2.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 2.2.7 where two or more persons are named as parties, this Agreement shall bind the two or more persons jointly and each of them severally;
- 2.2.8 in resolving inconsistencies in this Agreement:
  - (a) this Agreement (including the Special Conditions but excluding the Schedule and the Annexure);
  - (b) the Schedule; and
  - (c) the Annexure,have priority in that order; and
- 2.2.9 time is of the essence in respect of any obligation relating to time in this Agreement.

### 3. LICENCE

Subject to the Special Conditions, the Licensor grants an exclusive licence to YPC (including all persons authorised by YPC) to:

- 3.1 develop and use the Trail Land for the purposes of a recreational walking and cycling trail;
- 3.2 permit member of the public and groups, associations and corporate bodies to use the Land (for free or for a fee) as a recreational walking and cycling trail;
- 3.3 maintain or make improvements to the Trail Land to make it suitable for recreational walking and cycling;
- 3.4 do such things as are reasonably necessary for YPC to fulfil its obligations in respect of the Trail Land under this Agreement, any contract or at law;

at all times.

4. **TERM**

This Agreement and the licence granted pursuant to it commence on the date specified in Item 5(a) of the Schedule and expire, subject to any early termination of this Agreement by operation of law or pursuant to its terms, on the date specified in Item 5(b) of the Schedule. In the event that YPC continues to occupy the Trail Land after the expiration of the term with the consent of the Licensor, YPC does so as a monthly licensee on the same terms and conditions as are contained in this Agreement and either party may terminate such holding over on giving two (2) months' written notice to the other party.

5. **LICENCE FEE**

In consideration of the Licensor granting the licence to YPC, YPC shall pay to the Licensor the sum of One Dollar and Ten Cents (\$1.10) inclusive of GST if demanded by the Licensor.

6. **RIGHTS AND OBLIGATIONS UNDER THE LICENCE**

- 6.1 The Licensor will perform the following obligations and may exercise the following rights under this Agreement:
  - 6.1.1 the Licensor must pay as and when they fall due for payment all statutory rates, taxes, levies and charges which are rated, taxed, levied or charged in respect of the Land;
  - 6.1.2 the Licensor (and any other person authorised by the Licensor) may inspect the Trail Land and where YPC is in default under this Agreement, the Licensor may give written notice to YPC to:
    - (a) rectify the default; and
    - (b) stipulate a reasonable time frame within which the default must be remedied (which period of time must not be less than 30 days);
  - 6.1.3 if the Licensor believes that YPC has failed to comply with a notice given to it pursuant to clause 6.1.2, the Licensor may rectify the default itself and recover its reasonable expenses from YPC.
- 6.2 The YPC will perform the following obligations and may exercise the following rights under this Agreement:
  - 6.2.1 YPC may, in consultation with the Licensor but without requiring the Licensor's consent, erect such signs and markers as YPC considers fit on and along the Trail Land.
  - 6.2.2 YPC at its expense:
    - (a) must maintain the Trail Land to a standard that is at least commensurate with the condition of the Trail Land at the Commencement Date in Item 5(a) of the Schedule, fair wear and tear excepted;

- (b) must maintain infrastructure on the Trail Land in a reasonable condition, fair wear and tear excepted;
- (c) may make all such improvements and do such things as are necessary for the development and use of the Trail Land as part of the Trail; and
- (d) must provide the infrastructure (if any) set out in Item 6(a) of the Schedule within the time specified in Item 6(b) of the Schedule or other mutually agreed time;

**PROVIDED ALWAYS** that YPC shall use its best endeavours to minimise any damage caused to the Trail Land arising from the erection of such signs and/or markers, the making of any improvements or installation of infrastructure and at its expense will make good any damage so caused;

- 6.2.3 YPC may close the Trail for any reason for any period of time and will give written notice to the Licensor of such closure;
- 6.2.4 YPC will pay any statutory charges payable in respect of its use of the Trail Land; and
- 6.2.5 YPC will promptly notify the Licensor of any damage to the Trail Land or adjoining land upon becoming aware of such damage.
- 6.3 Each party will perform the following obligations and may exercise the following rights under the Agreement:
  - 6.3.1 each party must comply with the Land Management Plan (if any) as amended from time to time by YPC after consultation with the Licensor and if amended such amendment will take effect upon YPC providing the Licensor with written notice of such amendment.
  - 6.3.2 each party must comply with all laws and do all things necessary to ensure YPC is able to use the Trail Land for the purposes of a recreational walking and cycling trail or any other purposes approved by the Licensor.
- 6.4 The parties acknowledge and accept that:
  - 6.4.1 any improvements made by YPC to the Trail Land will remain the property and be at the risk of YPC, notwithstanding any rule of law to the contrary; and
  - 6.4.2 YPC is not obliged to keep the Trail Land in any better condition or state than existed at the time of entering this Agreement and taking into account fair wear and tear over time.

7. **INDEMNITY**

YPC shall indemnify and keep indemnified the Licensor from liability in respect of any claims from third parties for loss of life, personal injury or damage to property from the use of the Trail Land by YPC and Trail Users and indemnify the Licensor for its reasonable out-of-pocket expenses in relation to any damage to the Licensor's property caused by the use of the Trail Land by Trail Users, except that any liability of YPC is reduced by the extent to which a deliberate, negligent or criminal act or omission of the Licensor contributes to the event giving rise to YPC's obligation to indemnify the Licensor pursuant to this clause 7.

8. **INSURANCE**

YPC warrants that it is a member of the Local Government Association Mutual Liability Scheme (Scheme) and is bound by the rules of the Scheme pursuant to the provisions of the Local Government Act 1999(SA). In the event that YPC ceases to be a member of the Scheme YPC will immediately, pursuant to the provisions of the Local Government Act 1999, effect public liability insurance to a minimum level of cover of fifty million dollars (\$50,000,000.00).

9. **ASSIGNMENT**

- 9.1 Subject to clause 10, YPC shall not without the prior written consent of the Licensor (which consent shall not be unreasonably withheld or delayed) assign or transfer its rights of obligations in this Agreement to any person.
- 9.2 The Licensor acknowledges and agrees that during the term it will not grant any further licence, lease, easement or right of access over the Trail Land to any other person or do any act which is inconsistent with or that interferes with YPC's rights as set out in this Agreement.

10. **RECREATIONAL GREENWAYS ACT 2000**

- 10.1 If at any time during the term of this Agreement YPC gives the Licensor written notice of a proposal to declare the Trail Land and any other land forming part of the Trail as a greenway pursuant to section 5(1) of the *Recreational Greenways Act 2000*(SA) ("**RG Act**"):
  - 10.1.1 YPC may assign its benefit in this Agreement to the Minister responsible for the administration of the RG Act; or
  - 10.1.2 If there is no assignment pursuant to clause 10.1.1, the Licensor agrees to negotiate in good faith with the Minister responsible for the administration of the RG Act for the entry into an access agreement or the grant of an easement over the Trail Land to the Minister as required by the RG Act for the establishment of a greenway; and

- 10.1.3 the Licensor agrees use all reasonable endeavours to obtain the consent of all persons with an interest in the Trail Land to the assigned Agreement or access agreement.

## **11. SALE OR TRANSFER OF THE LAND**

- 11.1 If at any time during the term of this Agreement the Licensor proposes to sell or otherwise dispose of its estate in the Trail Land, then:
  - 11.1.1 where the Licensor is the owner of a fee simple estate in the Trail Land, the Licensor must not transfer or dispose of its estate in the Trail Land unless and until an agreement is entered into between YPC, the Licensor and the transferee pursuant to which the transferee agrees to grant YPC a licence of the Trail Land on the same terms and conditions as this Agreement for at least the balance of the term of this Agreement on and from the transfer date; or
  - 11.1.2 where the Licensor is the holder of a leasehold estate in the Trail Land, the Licensor must not transfer or dispose of its leasehold estate in the Trail Land unless and until an agreement is entered into between YPC, the Licensor and the transferee pursuant to which the transferee agrees to grant YPC a licence of the Trail Land on the same terms and conditions as this Agreement for at least the balance of the term of this Agreement on and from the transfer date.

## **12. OBSTRUCTION**

The Licensor shall not do or permit or suffer to be done anything which obstructs or hinders access to the Trail Land in any way (including but not limited to the erecting of buildings or structures, grazing stock or allowing or suffering grazing stock on the Land or any adjacent land to stray onto the Trail Land, planting crops or vegetation or excavating, digging holes or undertaking earthworks on or near the Trail Land).

## **13. DAMAGE TO TRAIL**

If the Trail Land is damaged or destroyed at any time during the term of this Agreement so as to render it unfit for use as Trail Land YPC may give written notice to the Licensor within six (6) months of such damage or destruction occurring either to:

- 13.1 terminate this Agreement and upon termination neither party shall have any claim against the other party in relation to such termination except for any prior breaches of this Agreement; or
- 13.2 reinstate the Trail Land to substantially the same condition it was in prior to the date of such damage or destruction in which case YPC will proceed to reinstate the Trail Land and this Agreement shall continue.

#### 14. **TERMINATION**

- 14.1 YPC may terminate this Agreement at any time by giving to the Licensor not less than one (1) month's notice in writing and the licence hereby granted and this Agreement shall at the expiration of the notice period cease and determine.
- 14.2 Either party may terminate this Agreement by giving six (6) month's written notice to the other party if the other party commits a breach of an essential provision of this Agreement and the other party fails to rectify the breach within a reasonable time (but not less than one (1) month) having regard to the nature of the breach after receiving a written notice from the party not in breach detailing the breach complained of and requiring the breach to be remedied.
- 14.3 When this Agreement either expires or is terminated early, then unless otherwise agreed in writing by the Licensor and YPC,
  - 14.3.1 YPC must remove any markers, signs or posts erected on the Trail Land by YPC;
  - 14.3.2 the Licensor may purchase from YPC any improvements erected by YPC (including, but not limited to, huts (if any) on the Trail Land at the then depreciated value for such improvements as determined by the Valuer-General or other agreed valuer and the costs of the valuation be borne equally by the parties;
  - 14.3.3 if the Licensor does not purchase the improvements from YPC then YPC may at its expense remove the improvements within twelve (12) months after the expiration or earlier termination or this Agreement (or such longer period as YPC and the Licensor agree in writing) and the Licensor shall permit YPC to enter upon the Trail Land until such removal is completed.
- 14.4 The obligations and rights of the parties under this clause 14 shall survive the expiry or termination of this Agreement.

#### 15. **RELATIONSHIP BETWEEN THE PARTIES**

- 15.1 The parties acknowledge and agree that nothing in this Agreement constitutes any relationship of employer and employee, principal and agent, or partnership between the parties.
- 15.2 No party shall have any authority to bind the other party in any manner whatsoever except with the express approval by written notice of the other party.



16. **SEVERANCE**

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

17. **ENTIRE AGREEMENT**

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

18. **WAIVER**

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

19. **NOTICES**

Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

- 19.1 in writing addressed to the other party at its respective address as set out in this Agreement;
- 19.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 19.3 deemed to be duly served or made in the following circumstances:
  - 19.3.1 if delivered, upon delivery;
  - 19.3.2 if sending by mail, upon posting;
  - 19.3.3 if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number;

but if delivery is not made before 5.00 pm on any day it shall be deemed to be delivered at 9.00 am on the next day in that place.

19.4 A party may vary either its address or facsimile number from time to time by written notice served on the other party.

20. **COSTS AND STAMP DUTY**

Each party shall bear its own costs in relation to the preparation, perusal, negotiation and execution of this Agreement.

21. **JOINT AND SEVERAL LIABILITY**

Where two or more persons are parties to this Agreement (whether as licensors or licensees) the covenants, obligations and agreements on their part to be performed or observed pursuant to this Agreement shall bind them jointly and each of them severally.

22. **SPECIAL CONDITIONS**

The Licensor and YPC acknowledge and agree that the Special Conditions identified in Item 7 of the Schedule apply to the Trail Land and the Special Conditions form part of this Agreement and that both parties will comply with the Special Conditions.

**EXECUTED AS AN AGREEMENT**

**THE COMMON SEAL** of **YORKE PENINSULA COUNCIL**)

was hereunto affixed )

in the presence of: )

.....

Mayor

.....

Chief Executive Officer

**SIGNED** by **THE LICENSOR** )

**NAMED IN ITEM 1 OF THE SCHEDULE** )

(if the Licensor is a natural person) )

in the presence of: )

.....  
Witness

[Print Name: .....]

**THE COMMON SEAL** of the )

**CORPORATION NAMED IN ITEM 1** )

**OF THE SCHEDULE** (if the )

Licensor is a corporation) was affixed )

in accordance with Section 127 of the )

*Corporations Act 2001* in the presence of: )

.....  
Director

[Print Name:.....]

.....  
Director/Secretary\*

[Print Name:.....]

\*Delete inapplicable

## SCHEDULE

### ITEM 1

Licensor

### ITEM 2

Address of Licensor

### ITEM 3

Land

### ITEM 4

**YPC's Representative**

Andrew Cameron

Chief Executive, Yorke Peninsula Council

### ITEM 5

**Term**

(a) Commencement Date

[insert]

(b) Expiry Date

The date which is six years after the Commencement Date.

### ITEM 6

**Infrastructure**

(a) To be Provided

(b) Timeframe for Provision

### ITEM 7

**Special Conditions**

**ANNEXURE A**

**PLAN**

## **ANNEXURE B**

### **TRAIL USERS CODE OF PRACTICE**

- Take all your rubbish home with you.
- Leave gates as you find them, and use stiles when provided.
- Move quietly near stock and wildlife.
- Observe fire bans.
- Respect the privacy of others, including other walkers and landowners.
- Help keep the water sources clean.
- Do not disturb native flowers or other vegetation.
- Stay on the marked trail.
- Use boot cleaning stations when provided.
- Leave pets at home.

## **DIRECTOR DEVELOPMENT SERVICES**

### **DA/ITEM 6.4**

#### **1. ACCESS ADVISORY COMMITTEE MEETING MINUTES**

(File Ref:9.24.1.1)

##### **INTRODUCTION**

The purpose of the report is to receive the Minutes of Council's Access Advisory Committee held 4 April 2014.

##### **RECOMMENDATION**

That Council:

1. receive the Minutes of the Access Advisory Committee held on 4 April, 2014.
2. endorse the recommendations by the Access Advisory Committee.

##### **COMMENT**

Attached are the Minutes of the Access Advisory Committee meeting held on 4 April, 2014.

Item 12.2 of the Minutes recommends the following motion be adopted:-

*Cr John Sendy moved and Mr D'Arcy Button seconded*

*It is recommended that six(6) footpath ramps along Fourth and Fifth Streets, Ardrossan and funding towards the Point Turton disabled carpark and hall access be considered in the 2014/2015 Budget.*

**CARRIED**

As at 30 April 2014, some projects are to be fully completed and it is anticipated that the budget allocation of \$20k will be fully expended.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Strategic Plan

Key Theme: Corporate Governance and Leadership  
2. Organisational Efficiency and Resource Management

Strategic Goal: Continue to implement Council's Disability Action Plan

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Consistent with the 2013/2014 budget allocation.

**MINUTES OF THE MEETING OF THE ACCESS ADVISORY COMMITTEE, OF THE YORKE PENINSULA COUNCIL HELD IN THE COUNCIL CHAMBER, MINLATON TOWN HALL, 57 MAIN STREET, MINLATON, ON FRIDAY 4 APRIL 2014, COMMENCING AT 1.30pm.**

**PRESENT:**

Subject to  
Confirmation

Mayor Ray Agnew	
Deputy Mayor Brenda Bowman	Chairperson
Mr Michael Cartwright	Manager Development Services
Mr Nick Hoskin	Operations Coordinator YPC
Cr John Sendy	YPC
Mr D'Arcy Button	Minlaton Progress Association
Ms Beth Fairlie	Port Vincent Progress Association
Mr Arya Lenting	Yorke Progress Association
Mr Simon Burke	Port Rickaby Progress Association
Mr John Edwards	Edithburgh Progress Association
Ms Jane Lavery	Warooka Progress Association
Ms Carlene Cook	Bluff Beach Community Group
Ms Charlotte Germaine	Guest
Mrs Leanne Germaine	Guest
Mrs Shona Emery	YPC - Minute taker

**ON LEAVE:**

Nil

**APOLOGIES:**

Mr Dean Butler	YPC
Mr Brain Cherry	Point Julie Progress Association
Mr Bronte Crisp	Foul Bay Progress Association
Mr Vic Brown	Ardrossan Progress Association
Ms Jill Huntley	Hardwicke Bay Progress

**CONFIRMATION  
OF MINUTES:**

**Cr John Sendy moved and Mr D'Arcy Button seconded**

**That the minutes of the Access Advisory Committee meeting held on Friday 24 January 2014, as circulated, be taken as read and confirmed as a true record.**

**CARRIED**

**MATTERS ARISING  
FROM MINUTES:**

**4.1 Footpath to Road Access – Minlaton – Nick Hoskin**

Mr Nick Hoskin reported that a total of 8 hand rails have now been installed along Main Street, Minlaton. The final 6 were completed this week so no feedback received to date. Total cost was only \$1,477 which is \$533 under funds allocated.

**4.2 Step into the Minlaton Post Office**

Mr Nick Hoskin has liaised with Alison Roberts, the owner of the Minlaton Post Office, to investigate options for a grab/hand rail and/or ramp to be constructed to the front of the Post Office. Alison has offered to pay 50% of costs associated with the removal of two posts and a stronger roof beam to be put in to allow room for the ramp to be installed. Mr Hoskin will investigate options and determine costs and report back to the Committee next meeting.



#### **4.3 Porter Building Ramps - Minlaton**

Mr Nick Hoskin is waiting to receive draft plans from Mr Gareth Harrison for consideration by Council and the building owner. Mr Hoskin will follow up with Mr Harrison and report back to the next meeting.

#### **4.4 Cross over Access on North Eastern Corner of Warooka Road and Charles Street - Yorketown**

Mr Nick Hoskin reported that this project has been completed. Cr Sedy commented that the crossover has been greatly improved and much easier to use.

#### **4.5 Footpath Access on the East and West Side of Charles Street from Disabled Carparks - Yorketown**

Mayor Ray Agnew explained that access from the disabled carparks was raised as an issue in the Yorketown Urban Design Plan. Mr Nick Hoskin said he would investigate a solution giving the eastern side priority and report back to the next meeting.

#### **MATTERS REFERRED BY COUNCIL**

Nil

#### **PRESIDING MEMBER'S REPORT:**

No formal report was provided however Deputy Mayor Brenda Bowman suggested that a promotional story be put in the YP Country Times to increase public awareness of the Access Advisory Committee's activities.

#### **QUESTIONS WITHOUT NOTICE:**

Mr Simon Burke representing the Port Rickaby Progress Association raised issues with two of the five boardwalks that give beach access from Coringle Drive to the beach. Three of the boardwalks have hand rails but the other two don't. Mr Burke claims there was an issue recently with a lady who has Parkinson's disease who could not walk back over the boardwalk as there was no handrail to assist her. What he would like is for handrails to be put on these two boardwalks. He has made contact with Council in the past but was told handrails cannot be installed as they would obstruct the residents view. Appropriate staff to investigate and report back at next meeting.

#### **QUESTIONS ON NOTICE:**

Nil

#### **DEPUTATIONS:**

Nil

#### **NOTICE OF MOTION:**

Nil

#### **MOTION WITHOUT NOTICE:**

Nil

## REPORTS:

### **12.1 Footpath ramps on kerbs along Fourth Street and Fifth Street - Ardrossan**

A Customer Service Request has been submitted requesting footpath ramps be installed along Fourth and Fifth Streets in Ardrossan. These are used quite frequently by the Hospital when they take residents out for daily walks. Mr Hoskin has established the need for 6 ramps at a cost of \$500 each totaling \$3,000. Was agreed to consider in the next financial year's budget.

### **12.2 Point Turton Disabled Parking and Ramp Access**

Correspondence was considered from the Point Turton Progress Association requesting financial assistance from the Access Advisory Committee to complete their upgrade of disabled access to their hall. They are required to widen the entry door, construct an access ramp and to bitumise the disabled carpark. Mr Nick Hoskin said the earthworks and bitumen can be done by Council under general maintenance. The total cost of these upgrades is \$6,248 and they are seeking funds of \$2,590 from the Access Committee to cover costs of materials. Was agreed to consider in the next financial year's budget.

**Cr John Sedy moved Mr D'Arcy Button seconded**

**It is recommended that six (6) footpath ramps along Fourth and Fifth Streets, Ardrossan and funding towards the Point Turton disabled carpark and hall access be considered in the 2014/2015 Budget.**

**CARRIED**

## GENERAL BUSINESS

### **13.1 Speaker – Charlotte Germaine**

Ms Charlotte Germaine, a resident of Minlaton, spoke about the difficulties she has maneuvering around the township. Ms Germaine has recently been declared legally blind and has been granted the use of a Guide Dog. She enjoys walking with her dog around the town but struggles with a few things, some of which she thought Council or the Access Advisory Committee may be able to assist with. Issues she raised included:

- ❖ Protruding Telstra Pits make for tripping hazards.
- ❖ Cross over ramps that go across the main road do not line up with the footpath ramps.
- ❖ Overhanging trees on footpaths need to be trimmed back above head height.
- ❖ On the dirt road from Curramulka Road to the Golf Course (where she exercises her Guide Dog) there are a lot of large and deep pot holes – she would like these fixed to save her tripping.
- ❖ Along the Walking Trail there are a lot of bull ants and overhanging trees – can the ants be sprayed and the trees be trimmed.

Mr Nick Hoskin said most of these can be addressed through Council and General Maintenance.

### **13.2 Around the Table Discussions**

Mayor Agnew discussed the recently constructed footpath along the Port Vincent foreshore. Generally positive feedback but some complaints have been received from a handful of residents. Ms Beth

Fairlie said most people were in favour and found it a lot easier to use for those in wheelchairs, gophers and pushers.

Mayor Agnew also wanted to thank Mr Nick Hoskin and staff for the ANZAC Memorial at Curramulka. Mayor Agnew said he had received a lot of positive feedback and looked forward to it being used in upcoming ANZAC services.

Mayor Agnew raised issues for people with limited mobility issues being able to access the Minlaton Town Hall.

### **13.3 Port Vincent Wheelchair Friendly Table**

Ms Beth Fairlie raised the issue of access to the wheelchair friendly table at the wharf area at Port Vincent. She said it was fantastic to have such a table but the wheelchairs cannot get up the kerb to the table. Ms Fairlie will write into Council before next meeting.

### **13.4 Minlaton Progress Association**

Mr D'Arcy Button expressed his appreciation and acknowledged the work that went into the hand rails being installed along Main Street, Minlaton. The Minlaton Kindergarten also wanted to say thank you to staff who constructed the footpath access ramp out the front of the Kindergarten.

#### **CLOSURE:**

The meeting closed at 2:25pm

Next meeting – Friday 25<sup>th</sup> July 2014

# CONFIDENTIAL

# AGENDA

## **DIRECTOR ASSETS & INFRASTRUCTURE SERVICES**

### **ITEM 8 – CONFIDENTIAL**

#### **1. TRANSFER STATION CONTRACT EXTENSION**

(File Ref:9.24.1.1)

##### **INTRODUCTION**

The purpose of this report is for Elected Members to consider extending the current Transfer Station Management Contract to enable further consideration of tender submissions (tender 111-2014).

##### **RECOMMENDATION**

###### **Section 90(3)(k) Order**

1. That pursuant to Section 90(2) of the *Local Government Act 1999*, the Council orders that the public be excluded from the meeting with the exception of the Chief Executive Officer, Executive Assistant to the CEO and Mayor, Director Corporate and Community Services, Director Development Services and Director Assets and Infrastructure Services.

The Council is satisfied that, pursuant to section 90(3)(k) of the Act, the information to be received, discussed or considered in relation to agenda item 8 Transfer Station Contract Extension is confidential information relating to –

“(1) tenders for the supply of goods, the provision of services or the carrying out of works;”

Accordingly, the Council is satisfied that the principle that the meeting be conducted in a place open to the public has been outweighed in the circumstances.

###### **Section 91(7) Order**

2. That having considered agenda item 8 Transfer Station Contract Extension in confidence under section 90(2) and (3)(k) of the *Local Government Act 1999*, the Council, pursuant to section 91(7) of that Act orders that the report and any supporting documentation relevant to agenda item 8 titled Transfer Station Contract Extension be retained in confidence for a period of 12 months.

##### **COMMENT**

It is recommended that the public be excluded for consideration of this item to enable consideration in confidence under Section 90(3)(k) of the *Local Government Act*.

##### **LEGISLATION/POLICY/COUNCIL STRATEGIC PLAN**

Sections 90 & 91 - Local Government Act 1999

##### **FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS**

Not applicable.