

**COUNCIL MEETING**  
**A G E N D A**



Meeting to be held in the  
Civic Centre, Unley Council Chambers  
181 Unley Road Unley  
On Monday 25 July 2011 at 7.00 pm

**MEMBERS**

His Worship the Mayor L Clyne (Presiding Member)  
Councillor M Hudson  
Councillor J Koumi  
Councillor A Lapidge  
Councillor P Hughes  
Councillor R Sangster  
Councillor M Saies  
Councillor M Hewitson  
Councillor R Salaman  
Councillor R Schnell  
Councillor D Tipper  
Councillor J Boisvert  
Councillor D Palmer

**ACKNOWLEDGEMENT**

We acknowledge that the land we meet on today is the traditional land of the Aboriginal people and that we respect their spiritual relationship with their country.

We also acknowledge that the Aboriginal people are the custodians of the Adelaide region and that their cultural and heritage beliefs are still important to the living Aboriginal people today.

**PRAYER**

**WELCOME**

## **COUNCIL MEETING – ORDER OF BUSINESS**

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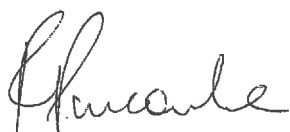
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**NEXT MEETING**

Monday 22 August 2011



Ray Pincombe  
Chief Executive Officer

## **CONFIRMATION OF MINUTES**

**TITLE:** CONFIRMATION OF MINUTES FOR COUNCIL  
MEETING HELD ON 27 JUNE 2011

**ITEM NUMBER:** 187

**DATE OF MEETING:** 25 July 2011

**ATTACHMENTS:** NIL

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## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

**That:**

1. The minutes of the Council Meeting held on Monday 27 June 2011, as printed and circulated, be taken as read and signed as a correct record.
-

## **CONFIRMATION OF MINUTES**

**TITLE:** CONFIRMATION OF MINUTES FOR SPECIAL  
COUNCIL MEETING HELD ON 18 JULY 2011

**ITEM NUMBER:** 188

**DATE OF MEETING:** 25 July 2011

**ATTACHMENTS:** NIL

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## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

**That:**

1. The minutes of the Special Council Meeting held on Monday 18 July 2011, as printed and circulated, be taken as read and signed as a correct record.
-

## **RECEIPT OF PETITION**

**TITLE:** PETITION RE KELVIN ROAD CLARENCE PARK  
POCKET PARK

**ITEM NUMBER:** 189

**DATE OF MEETING:** 25 July 2011

**ATTACHMENTS:** 1. PETITION

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## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

That:

1. The petition be received.
  2. The principal petitioner be advised that Council has received the petition.
-

13 Frederick St

Clarence Park

SA 5034

28/6/11

Dear Mr Mountain

Please find attached a copy of a petition I have gathered in support of the Kelvin Rd, Clarence Park Pocket Park initiative.

Please note the 20 signatories came from one afternoon's canvassing of the northern end of Frederick St, plus a couple of passersby. I did not have the time to go further south than Francis St. Please note also that while I did get three people refusing to sign who opposed the project, another seven households weren't home and unfortunately I won't have the chance to revisit them before sending this to you.


I hope that this petition in any case demonstrates there is strong support for the initiative and I and the other signatories look forward to seeing it going ahead in the near future.

One point I'd like to bring to your attention however, is that a number of the people I spoke to were unaware that the letter sent out regarding the proposed road closure was another opportunity or consultation - many people thought it already 'done and dusted'. Three of the residents indicated that they would have sent another letter of support in had they realised this.

I'd appreciate it if you could keep me informed as to the progress of the park in any case.

Thank you for taking this into consideration.

Yours sincerely



James Danenberg

CC Jennie Boisvert




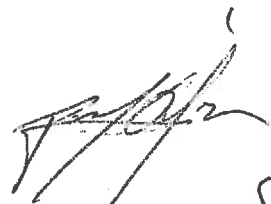




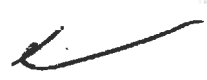
Don Palmer

GOVERNANCE		(P)
Subject	PETITIONS	
Property/Street	KELVIN AVENUE CLARENCE PARK	
Application No.		
Doc. No.	29 JUN 2011	Class.
For Info/Action	J. SHORT	
C. MOUNTAIN		



To Mr Charles Mountain,  
Manager Transport & Traffic, Unley City Council:











We, the undersigned residents of Clarence Park would like to  
state our support for the proposed Kelvin Avenue Pocket Park  
initiative as proposed by the Unley Council.

Name	Address	Signature
J. M. DANENBERG	13 FREDERICK ST CLARENCE PARK	
Nathan Parker	13 Frederick St CLARENCE PARK.	
J McLeod	9/24 Carlisle Road Woolbourne PK	
Paul Ornelas	5 Frederick St Clarence Park	
Mr. J. Brooks	6 William St Clarence Park	
Shower	42 William St Clarence Park.	
J. Milne	23 Frederick St Clarence Pk	
Des Milne	23 FREDERICK ST CLARENCE PARK	
CHRIS MAWEE.	21 FREDERICK ST CLARENCE PARK.	

When complete please return to Mr. C Mountain, City of Unley, PO Box 1, Unley 5061

To Mr Charles Mountain,  
Manager Transport & Traffic, Unley City Council:

We, the undersigned residents of Clarence Park would like to  
state our support for the proposed Kelvin Avenue Pocket Park  
initiative as proposed by the Unley Council.

Name	Address	Signature
Dylan Brice	17 Frederick St	
Tom Latham	9 Frederick St	
K. McQuinn	61 East Ave	
T. Mason	61A East Ave	
H. Walkom	61A East Ave Clarence Park	
John Gilbert	10 FREDERICK ST CLARENCE PARK.	
Nicole Ely	10 FREDERICK ST CLARENCE PARK	
Neil Brice	17 Frederick St Clarence Park.	
Jarrod McCormack	17 Frederick St Clarence PK	
Sam Brice	17 Frederick St Clarence Park	
Jenny Birve	6 William St Clarence Park	
		

When complete please return to Mr. C Mountain, City of Unley, PO Box 1, Unley 5061

## **REPORT OF COMMITTEE**

**TITLE:** MINUTES OF CITY OF UNLEY ROAD SAFETY COMMITTEE  
**ITEM NUMBER:** 190  
**DATE OF MEETING:** 25 July 2011  
**ATTACHMENTS:** NIL

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## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

**That:**

1. The minutes of the City of Unley Road Safety Committee held on Wednesday 13 July 2011, be received.
  2. The recommendations listed under Items 27 - 32 inclusive, be adopted.
-

## **REPORT OF COMMITTEE**

**TITLE:** MINUTES OF CITY STRATEGY AND POLICY  
COMMITTEE MEETING

**ITEM NUMBER:** 191

**DATE OF MEETING:** 25 July 2011

**ATTACHMENTS:** 1. MINUTES OF CITY STRATEGY AND POLICY  
COMMITTEE – 18 JULY 2011

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## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

**That:**

1. The minutes of the City Strategy and Policy Committee meeting held on Monday 18 July 2011, be received.
  2. The recommendations listed under Items 45 – 55 inclusive, be adopted.
-

## **CITY STRATEGY AND POLICY COMMITTEE**

**Minutes of Meeting held Monday 18 July 2011  
at 7.04pm in the Civic Centre  
Unley Council Chambers  
181 Unley Road Unley**

### **PRESENT:**

Councillor R Schnell (Presiding Member)  
His Worship the Mayor, L Clyne  
Councillor M Hudson  
Councillor J Koumi  
Councillor R Sangster  
Councillor M Saies  
Councillor J Boisvert  
Councillor A Lapidge  
Councillor P Hughes (arrived at 7.06pm)  
Councillor D Tipper  
Councillor R Salaman  
Councillor M Hewitson

### **OFFICERS PRESENT**

Mr R Pincombe, Chief Executive Officer  
Mr P Tsokas, General Manager City Development  
Ms M Bonnici, General Manager City Services  
Ms V Minenko, A/General Manager Corporate Services  
Ms D Richardson, Manager Community Development  
Mr Charles Mountain, Manager Traffic and Transport  
Mr Christopher Harris, Coordinator Environmental Projects  
& Strategy  
Ms Deb Horton, A/Manager Governance & Strategic  
Projects  
Mr Duncan Bainbridge, Communications Coordinator  
Mr Nathan Byles, Swimming Centre Manager  
Ms Hanlie Erasmus, Library Manager  
Ms C Gowland, Executive Assistant to the Deputy CEO  
Ms K Jaensch, Executive Assistant City Development

### **OPENING**

The Presiding Member opened the meeting with the Acknowledgement and welcomed members of the gallery to the meeting.

## **APOLOGIES**

Councillor D Palmer

## **REPORT TO COUNCIL : 25/07/11**

### **ITEM 45**

### **FUTURE DIRECTIONS OF UNLEY CITIZENS' CENTRE AND SERVICES FOR THE AGEING**

MOVED Mayor Clyne  
SECONDED Councillor Hewitson

That:

1. The report be received.
2. All research and recommendations of the Future Directions of Unley Citizens' Centre and Council Services for the Ageing be included for consideration in the development of a precinct plan for Unley Central.
3. Funds to progress detailed site analysis and preliminary costing for a new or upgraded Centre to provide services to the ageing community be considered in preparation of the 2012/13 Annual Business Plan and Budget.
4. The Unley Citizens' Centre be renamed the Unley Community Centre.
5. The provision of services at the Unley Community Centre be enhanced to reflect the findings of the research and consultation (attachment 1) to ensure the needs of the ageing community are met.

**CARRIED UNANIMOUSLY**

**ITEM 46**  
**UNLEY LIBRARIES DRAFT LIBRARY STRATEGY**

MOVED Councillor Hughes  
SECONDED Councillor Hewitson

That:

1. The report be received.
2. Council does not endorse further community consultation on the draft Library Strategy. Council refers the document back for further refinement based on specific concerns, before any community engagement may occur.

**CARRIED**

**ITEM 47**  
**REVIEW OF THE ENVIRONMENT SUSTAINABILITY PLAN 2010/2013**

MOVED Councillor Hughes  
SECONDED Councillor Sangster

That:

1. The report be received.
2. The updated Environment Sustainability Plan 2010/13 and revised Project Action Plan be endorsed (Attachment 1 to Item 47/11).

**CARRIED UNANIMOUSLY**

**ITEM 48**  
**KING WILLIAM ROAD – TEMPORARY ROAD CLOSURE FOR SALA ON SALE EVENT**

MOVED Mayor Clyne  
SECONDED Councillor Saies

That:

1. The report be received.
2. Council exercise its power pursuant to Section 33 of the Road Traffic Act 1961 and Clause F of the Instrument of General Approval for the Minister dated 12 March 2001 to:

Pursuant to Section 33(1) of the Act, declare “SALA on Sale” as an event to which Section 33 of the Act applies.

Pursuant to Section 33(1) of the Act, make an order that King William Road, Hyde Park (between Park Street /Mitchell Street and Opey

Avenue) be closed to traffic for the period commencing at 3.00am on Sunday 28 August and expiring at 8.00pm on Sunday 28 August 2011.

Pursuant to Section 33(1) (b) of the Act, make an order directing that persons taking part in the event be exempted, in relation to King William Road, from the duty to observe the Australian Road Rules 1999 specified below, subject to any conditions described below and attached to the exemption.

<b>RULE</b>	<b>CONDITION</b>
230 – Crossing a road – General	Nil
231 – Crossing a road at pedestrian lights	Nil
232 – Crossing a road at traffic lights	Nil
234 – Crossing a road on or near a crossing for pedestrians	Nil
238 – Pedestrians travelling on a road	Nil

3. The Council Administration, in accordance with Section 33 of the Act and Clause F of the Minister's Notice to Council dated 12 March 2001, make the necessary arrangements to effect the temporary road closure of King William Road as indicated in the Order for "SALA on Sale" on Sunday 28 August 2011.
4. The road closure fee of \$1 777 be charged to the applicant in accordance with the City of Unley's Schedule of Fees and Charges 2011/2012.

**CARRIED UNANIMOUSLY**

#### **ITEM 49**

#### **PARKING STUDY – WAYVILLE, UNLEY, PARKSIDE**

MOVED Councillor Hudson  
SECONDED Councillor Salaman

That:

1. The report be received.
2. The recommendations contained in the Wayville, Unley and Parkside Parking Study be endorsed for community consultation in accordance with the Implementation Plan shown in Attachment 1 to Item 49/11.

**CARRIED**

Councillor Saies left the meeting at 7.30pm returning at 7.31pm during the debate on the above Item.



**ITEM 50**

**EXECUTION OF CERTIFICATE ON CONSENT FOR DEPOSIT OF A PLAN OF DIVISION – LAND DIVISION SHOWGROUND, WIDENING OF GOODWOOD ROAD**

MOVED Councillor Sangster  
SECONDED Mayor Clyne

That:

1. The report be received.
2. Execution of the Certificate of Consent for the Deposit of a Plan of Division (Attachment 1 to Item 50/11) to realign the Goodwood Road / Showground's, boundary to accommodate a new bus lane and subsequently for the creation of Allotment 507, being part of Goodwood Road (footpath) that will be vested in Council be endorsed.

**CARRIED UNANIMOUSLY**

**ITEM 51**

**COMMUNITY ENGAGEMENT AND PUBLIC CONSULTATION POLICY JULY 2011**

MOVED Councillor Tipper  
SECONDED Councillor Boisvert

That:

1. The report be received.
2. The City of Unley Community Engagement and Public Consultation Policy as provided in Attachment 1 to Item 51/11 be endorsed.

**CARRIED UNANIMOUSLY**

Councillor Sangster left the meeting at 7.45pm and returned at 7.46pm during the debate on the above Item.

## **ITEM 52**

### **ELECTED MEMBER CODE OF CONDUCT AND MEDIA POLICY REVIEW**

MOVED Councillor Boisvert

SECONDED Councillor Hudson

That:

1. The report be received.
2. The Elected Member Code of Conduct Policy as provided in Attachment 1 to Item 52/11, be endorsed.
3. To attachment 1 Item 3.3.6 be amended to include after the word writing "*to Council prior to its meeting regarding the appropriateness of the penalty*".

**CARRIED UNANIMOUSLY**

Councillor Hudson left the meeting at 8.15pm and returned at 8.16pm during the debate on the above Item.

Councillor Saies MOVED

SECONDED Councillor Hewitson

That:

1. The report be received.
2. The Media Policy as provided in Attachment 2 to Item 52/11, not be adopted and the existing Public Statements policy remain in place.

**CARRIED UNANIMOUSLY**

## **ITEM 53**

### **SANTOS TOUR DOWN UNDER – UNLEY GOURMET GALA 2012 – REFERENCE GROUP**

MOVED Councillor Lapidge

SECONDED Mayor Clyne

That:

1. The report be received.
2. Councillors Saies, Koumi and Salaman be appointed as the three Elected Member representatives on the Unley Gourmet Gala Reference Group.

**CARRIED UNANIMOUSLY**

**ITEM 54**

**SPONSORSHIP TRIATHLON SA – UNLEY SWIMMING CENTRE TRI SA**

MOVED Mayor Clyne  
SECONDED Councillor Koumi

That:

1. The report be received.
2. The Sponsorship of Triathlon SA competition series be endorsed and allow each competitor a complimentary Swim at Unley Swimming Centre.

**CARRIED UNANIMOUSLY**

**ITEM 55**

**REQUEST FOR MULTIPLE SCLEROSIS SOCIETY OF SA TO HOLD A  
FUNDRAISING EVENT AT THE UNLEY SWIMMING CENTRE – 7<sup>TH</sup> ANNUAL  
MEGASWIM 2012**

MOVED Councillor Boisvert  
SECONDED Councillor Lapidge

That:

1. The report be received.
2. The MS Society 24 hour Mega Swim event be held at the Unley Swimming Centre in February 2012.
3. The associated facility hire charges to MS Society be waived and a 20% discount on pool entry be given to participants.

**CARRIED UNANIMOUSLY**

**CLOSURE**

The Presiding Member closed the meeting at 8.41pm.

.....  
**PRESIDING MEMBER**

.....

## **REPORT OF COMMITTEE**

**TITLE:** MINUTES OF UNLEY BUSINESS AND  
ECONOMIC DEVELOPMENT COMMITTEE

**ITEM NUMBER:** 192

**DATE OF MEETING:** 25 July 2011

**ATTACHMENTS:** 1. UNLEY BUSINESS AND ECONOMIC  
DEVELOPMENT COMMITTEE MINUTES – 19  
JULY 2011

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## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

**That:**

1. The minutes of the Unley Business and Economic Development Committee meeting held on Tuesday 19 July 2011 be received.
  2. The recommendations listed under Items 16 – 18 inclusive, be adopted.
-

## **UNLEY BUSINESS AND ECONOMIC DEVELOPMENT COMMITTEE**

**Minutes of the Meeting held Tuesday, 19 May 2011 at 6.01pm  
In the Unley Civic Centre, 181 Unley Road, Unley**

### **ACKNOWLEDGMENT:**

The Presiding Member opened the meeting with the Acknowledgement and welcomed Members to the meeting.

### **PRESENT:**

#### **Council Representatives**

Mr Theo Maras (Presiding Member)  
Mayor Lachlan Clyne  
Mr Rufus Salaman  
Mr Paul Addle  
Mr Lloyd Roberts (arr. at 6.02pm)

#### **Unley Road Interests**

Mr David Walsh

#### **Goodwood Road Interests**

Mr Sean Bushby  
Mr Andrew Koukourou

#### **King William Road Interests**

Ms Sharon Lake

#### **Glen Osmond Road Interests**

Mr Nicholas Hicks

#### **Fullarton Road Interest**

### **APOLOGIES:**

Mr Con Angelopoulos  
Mr James Morris  
Mr Andrew Dean  
Mr Damian Cappo  
Ms Susan Straschko

### **OFFICERS:**

Mr Peter Tsokas, General Manager City Development  
Mr Matt Grant, Business and Economic Development Manager  
Ms Kelley Jaensch, Executive Assistant City Development

### **CONFIRMATION OF MINUTES:**

MOVED: Councillor Salaman

SECONDED: Mayor Clyne

That the minutes of the meeting of the Unley Business and Economic Development Committee held on Tuesday, 17 May 2011 as printed and circulated, be taken as read and signed as a correct record.

**CARRIED UNANIMOUSLY**

### **DECLARATIONS OF INTEREST:**

Nil.

### **PRESENTATIONS:**

A presentation was made by Mr David Penfold on the progress of developing an Unley Mainstreet Digital Economy Strategy.

With a two thirds majority of the Committee, the Presiding Member moved Item 18 forward as it related to the new UBED Committee Member.

Mayor Clyne left the meeting at 6.41pm.

### **ITEM 18**

#### **CORRESPONDENCE REGARDING CHANGE OF UBED COMMITTEE REPRESENTATIVE**

That the correspondence be received.

Nicholas Hicks left the meeting at 6.50pm.

**ITEM 16**

**KING WILLIAM ROAD – ON STREET PARKING PROPOSAL**

MOVED: Sharon Lake

SECONDED: Councillor Salaman

That:

1. The report be received.
2. The proposed three hour on street parking zones and loading zones for the section of King William Road between Mitchell Street and Bloomsbury Street, as shown in Attachment 2 to Item 16/11 be approved.
3. The businesses on King William Road between Mitchell Street and Bloomsbury Street be notified of the decision.

**CARRIED UNANIMOUSLY**

**ITEM 17**

**OUTCOMES OF THE 2011 UBED WORKSHOPS TO DATE**

MOVED: David Walsh

SECONDED: Councillor Salaman

That:

1. The report be received.

**CARRIED UNANIMOUSLY**

**ITEM 18**

**CORRESPONDENCE REGARDING CHANGE OF UBED COMMITTEE REPRESENTATIVE**

See page 2.

**URGENT BUSINESS:**

Nil

**NEXT MEETING: Tuesday, 16 August 2011**

**CLOSE OF MEETING:**

The Presiding Member closed the meeting at 7.08pm.

.....  
**PRESIDING MEMBER**

.....  
**DATE**



## **MAYOR'S REPORT**

**TITLE:** MAYOR'S REPORT FOR COUNCIL MEETING  
HELD ON 25 JULY 2011

**ITEM NUMBER:** 193

**DATE OF MEETING:** 25 July 2011

**ATTACHMENTS:** 1. MAYOR'S REPORT TO BE PROVIDED

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## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

**That:**

1. The report be received.
-

## REPORTS OF MEMBERS

**TITLE:** REPORTS OF MEMBERS  
**ITEM NUMBER:** 194  
**DATE OF MEETING:** 25 July 2011  
**ATTACHMENTS:** NIL

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(a) Items of particular interest, concern or urgency

*Mayor to invite the members to raise any items of particular interest, concern or urgency*

(b) Centennial Park Cemetery Authority

*Mayor to invite representatives on the Board of the Centennial Park Cemetery Authority to report on any relevant matters relating to the Authority.*

(c) Development Matters

*Mayor to invite the members to raise any development matters of concern.*

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## **DECISION REPORT**

**REPORT TITLE:** FEDERAL STORMWATER PROJECTS – DEED OF VARIATION TO FUNDING AGREEMENT

**ITEM NUMBER:** 195

**DATE OF MEETING:** 25 July 2011

**AUTHOR:** MARK CLARKE & MICHELLE BONNICI

**JOB TITLE:** MANAGER ASSETS & SUSTAINABLE LANDSCAPES, GENERAL MANAGER CITY SERVICES

**RESPONSIBLE OFFICER:** MICHELLE BONNICI

**JOB TITLE:** GENERAL MANAGER CITY SERVICES

**COMMUNITY GOAL:**

- 1.1 Enhance community well being, quality of life and social development through the provision of quality recreational and sporting opportunities through the various seasonal changes.
- 1.2 Ensure that the City's water resources are harnessed and reliance on potable mains water and the River Murray for irrigation are minimised.

**REPRESENTOR/S:** NIL

**ATTACHMENTS:**

1. PROJECT DESCRIPTION, OBJECTIVES AND FUNDING SUMMARY (CURRENT AND PROPOSED DRAFT)
2. STORMWATER PROJECT PROPOSED AQUIFER AND ASSOCIATED PIPELINE PROJECTS MAP

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### **PURPOSE**

To enable conclusion of formal negotiations with our Federal funding partner (Department of the Environment, Water, Heritage and the Arts) for changes to the Federal Stormwater Projects Funding Agreement through entering of a Deed of Variation.

The report also seeks a delegation to the Chief Executive Officer to enable any minor changes that may be required as a result of negotiations.

## **RECOMMENDATION**

MOVED:

SECONDED:

That:

1. The report be received.
  2. The proposed draft changes outlined for the National Urban Water and Desalination Plan: Stormwater Harvesting and Reuse Project known as the City of Unley Stormwater Projects (Attachment 1 to Item 195/11) be endorsed as the basis for a Deed of Variation to the Funding Agreement.
  3. The Chief Executive Officer be delegated authority to negotiate any minor changes to the Deed of Variation that may result from the conclusion of negotiations.
- 

## **BACKGROUND**

In January 2010 a report (Item 595/10) was provided to Council that detailed the request to enter a Funding Agreement between Council and the Federal Government for the City of Unley Stormwater Projects. Any significant changes to the scope of the agreed Projects requires Council approval, followed by negotiations and the entering of a Deed of Variation, should agreement between the parties be reached.

A workshop was held on 2 March 2011 to update Members on the progress of Projects including proposed changes.

At the Members' workshop a modified suite of Projects including investigation of a new storage project at Heywood Park, in lieu of Orphanage Park, plus pipelines to distribute treated stormwater from the Ridge Park Managed Aquifer Recharge (MAR) to downstream parks and reserves was presented. The main reason for the proposed changes is that drilling attempts at Orphanage Park located poor flows of significantly brackish aquifer water and a third attempt to deepen the bore to failed.

As a result of the failure to achieve an effective MAR scheme at Orphanage Park, Council is unable to progress this project. This means that Council will not achieve the water capture and reuse targets that supported (and justified) the successful Federal funding submission. Therefore the change of plan is proposed.

Testing at Ridge Park has indicated higher than anticipated volume potential for this MAR scheme, hence an opportunity to develop a further distribution pipeline.

An investigation into alternate solutions has been undertaken to ensure Council's objective of a sustainable water supply for its parks and reserves is achieved while meeting the criteria of the Funding criteria and agreement. At the workshop in March,

Members indicated a interest in continuing to progress a MAR at Heywood Park and the associated distribution pipeline as an alternative to Orphanage Park.

Subsequently the Chief Executive Officer, General Manager City Services and the Asset Manager, visited Canberra on 15 March 2011 and provided a presentation proposing the modified suite of projects. The Federal funders indicated general support for variations to the projects provided:

- the overall funding agreement parameters are met
- no additional federal funds are required; and
- the (99ML) mains water replacement figures are maintained.

Negotiations also sought to extend the overall project deadline to mid 2014.

As a consequence of negotiations and further analysis of timelines it is proposed to push the conclusion of the projects to December 2014.

During negotiations it was suggested that Council extend the deadline so that we do not find ourselves with a need to negotiate a further Deed of Variation at a later date. If Council is able to progress implementation of projects faster than the agreed deadlines, it is a simple administrative process to request early payment against the milestone from the Funding body.

## **COMMUNITY ENGAGEMENT**

No further consultation is required at this time.

## **DISCUSSION**

The current approved projects and the proposed draft changes as discussed at the Elected Member workshop are outlined in Attachment 1 to Item 195/11.

*Attachment 1*

In summary they are:

- Johnstone Terrace Wayville Showgrounds Project (minor changes including timeline).
- Wattle Street Project (funding allocation and project scope to be reduced due to lower levels of stormwater harvesting and distribution potential and higher cost of implementing this project than anticipated).
- Heywood Park Managed Aquifer Recharge (MAR) (to replace Goodwood Orphanage MAR and for this project to be implemented at the conclusion of the Ridge Park MAR)
  - Goodwood Orphanage/Soutar Park Pipeline Project
  - Goodwood Orphanage Park/ Heywood Park Pipeline Project
- Ridge Park MAR
  - Ridge Park to Fullarton Park Community Centre Pipeline Project (new)

- Fullarton Park Community Centre to Windsor Street Linear Park Pipeline Project (new)
- Windsor Street Linear Park to Unley Oval Pipeline Project (new)
- Soutar Park Project (to be abandoned due to limited potential for stormwater harvesting).
- Goodwood Orphanage Reserve (MAR) (to be abandoned as unviable).

A map showing these projects has been provided as Attachment 2 to Item 195/11.

## *Attachment 2*

Some further administrative work is currently occurring to determine the timelines for delivery of key project milestones and for receipt of grant funding. This work will be concluded as part of the negotiations with the Funding partner. Once this has occurred the Deed of Variation (if agreed to by Council and the Chief Executive Officer) can be signed.

Over the next 12 months the detailed planning for the Heywood Park and Ridge Park MAR's, supply pipeline, associated costs such as irrigation upgrades, compliance audits and any required irrigation conversions will be developed.

Planning will also involve liaison with the group involved in the Fern Avenue Community Garden, Unley Park, Millswood and Unley Oval Sports Clubs to determine if recycled water supply to those Clubs can be achieved as part of this project. It is anticipated that a further grants attraction program will also be implemented to support any potential costs associated with supply to community groups/clubs etc. No planning or discussion with the groups has yet occurred.

It is also proposed that discussions will commence with City of Mitcham and Burnside and the Water Proofing the East Steering Committee (an Eastern Regional Alliance project). Discussions will focus on mutually benefit arising as a consequence of our two MAR and pipeline projects and may include:

- sharing of water resources
- joint procurement and planning
- sharing of technical information.

Discussions with the Keswick and Brownhill Creek Stormwater Management Project continue, particularly where water opportunities exist that will enhance our project. This is particularly relevant at Ridge Park where a stormwater detention weir is planned to achieve flood mitigation and may be integrated with our MAR scheme.

## **ANALYSIS OF OPTIONS**

Option 1 – Conclude negotiations with the Department of the Environment, Water, Heritage and the Arts to enter a Deed of Variation to Funding Agreement (as outlined in Attachment1 to Item 195/11) and delegate to the CEO the authority to make any minor changes that may be required as a result of negotiations.

This option involves the re-assigning of remaining Orphanage Park MAR and Soutar Park funds and a portion of the Wattle Street funds to a new proposed MAR at Heywood Park and a pipeline network from Ridge Park MAR to downstream parks and reserves.

This proposal provides a viable return on harvested and treated stormwater for the same expenditure by Council and Federal as the existing suite of projects.

This option is based upon a range of professional reports and advice and is supported in principle by the Funding partner.

The proposed suite of projects outlined in Attachment 1 will achieve all of the requirements of the funding partner and the Council's water sustainability goals.

Option 2 – Reconsider the suite of projects proposed under Option 1.

Council may choose not to progress the Deed of Variation as discussed at the workshop in March and subsequently presented to the Department for consideration.

Some changes for consideration under this option may be:

- explore an alternate site for MAR;
- seek further advice on stormwater opportunities in the city;
- vary the agreed projects to better meet the desire of the Council;
- do not progress one or more of the projects at all and return some of the grant funds (discussion have occurred with the funding partner who have indicated that this is an option for Council).

Any changes to the Deed will need to occur in consultation with the Funding partner. In considering any changes it will be important to consider the:

- water harvesting targets relative to the amount of grant funds;
- financial commitment from the Council needs to match that of the funding partner for each project;
- goals of the funding body.

The goals of the Federal Stormwater Projects are to:

- improve security of water supplies without adding to greenhouse emissions;
- reduce demand on potable water supplies;
- reduce impact of urban runoff on water quality in receiving waters.

### **RECOMMENDED OPTION**

Option 1 is the recommended option.

### **POLICY IMPLICATIONS**

This project seeks to achieve the objectives of the Council's Alternative Water Supply Plan and the Environment Sustainability Plan 2010/13.

The major risks associated with this project are failure to meet the funding agreement requirements, financial risk and the inherent risk in committing to a project of this nature which requires an extended period of testing, design, public consultation and implementation.

In the event that tender prices or variations on individual projects exceed their budget allocation, there may be a further requirement to negotiate with the Federal funding partner about reducing less productive pipeline projects and associated federally funded stormwater harvesting in order to fund cost over-runs. This is not unusual in a project of this magnitude, particularly when a project is implemented over an extended number of years.

Other funding sources will continue to be monitored and proactively sought including the potential to apply to this funding body for further funds to support implementation should this be required.

Risk assessments for all project elements continue as an ongoing practice and projects will be managed to minimise risks.

There is no increased financial implications associated with the option. There will be an agreed redistribution of cash flow of both the Council and Funder. This will see contributions by both parties occur over a over a further two financial years.

### **CONCLUSION**

Implementation of the Federal Council Stormwater Projects are progressing well.

Feasibility of some of the projects has resulted in the need to review the projects, funding allocations and water harvesting potential.

Negotiations commenced earlier this year with the Federal funding partner to vary the Funding Agreement and this report seeks endorsement to enter a Deed of



Variation and a delegation to the Chief Executive Officer to conclude the negotiations.

Successful implementation of these project will see the City achieve water sustainability for most of the Council's parks and reserves and potentially to some of our sporting clubs.

**City of Unley Stormwater Projects****Project Description, Objectives and Funding Summary (current and proposed draft)****CURRENT - JOHNSTONE TERRACE WAYVILLE SHOWGROUNDS PROJECT 2**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To capture and treat urban stormwater runoff to demonstrate Water Sensitive Urban Design and provide a source of water for irrigation of the urban forest and arterial road landscaping;</li> <li>• Reduce various potable water demands by approximately 10 ML/y around Wayville Showgrounds by replacing supply with stormwater.</li> </ul>	
<b>Description</b>	
<p>To construct stormwater harvesting infrastructure to include: underground storage tanks within road system, water quality improvement (bio retention swale), a pipe network to interface with existing irrigation and the showgrounds pipe system. At the same time that the design work is being undertaken a consultation program will be undertaken to inform local community of proposed works and to seek input to outcomes of project. The estimated completion date is 22/4/2011.</p> <p>When combined with Adelaide Showgrounds and treated by bio filtration beds, the water will provide sufficient amounts to service all street vegetation along the showgrounds including the irrigation of a section of Greenhill Road median strip. This project will also incorporate solar pumping to all water irrigation systems.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$135 000</b>

**PROPOSED DRAFT - JOHNSTONE TERRACE WAYVILLE SHOWGROUNDS PROJECT 2**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To capture and treat urban stormwater runoff to demonstrate Water Sensitive Urban Design and provide a source of water for irrigation of the urban forest and arterial road landscaping;</li> <li>• Reduce various potable water demands by approximately 10 ML/y around Wayville Showgrounds by replacing supply with stormwater.</li> </ul>	
<b>Description</b>	
<p>To construct stormwater harvesting infrastructure to include: underground storage tanks within road system, water quality improvement (including a bio retention swale), a pipe network to interface with a new irrigation system in Johnstone Terrace and the showgrounds pipe system and pumping infrastructure to service Council's water trucks. At the same time that the design work is being undertaken a consultation program will be undertaken to inform local community of proposed works and to seek input to outcomes of project. The estimated completion date is December 2011.</p> <p>The project should make due allowance to provide an alternative means of harvesting and treating stormwater from Greenhill Road because of a new pedestrian and bike crossing being built on the north eastern corner of Johnstone Terrace by the Department for Energy, Transport and Infrastructure (May to June 2011) across the original water harvesting pit on Greenhill Road.</p> <p>When combined with Adelaide Showgrounds and treated by bio filtration beds and other means, the water will provide sufficient amounts to service all street vegetation along the showgrounds potentially including the irrigation of a section of Greenhill Road median strip. This project will also incorporate 'Green Energy' pumping to all water irrigation systems.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$195 000</b>

**CURRENT - WATTLE STREET PROJECT 1**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To reduce residential flooding and showcase alternative stormwater technology;</li> <li>• To capture and treat 7 ML/year of urban stormwater runoff to demonstrate Water Sensitive Urban Design and provide a source of water for irrigation for Fullarton Park Community Centre and other local parks.</li> </ul>	
<b>Description</b>	
<p>To construct stormwater harvesting infrastructure to include: bio filtration beds throughout the identified catchments to treat and reuse low flows (1:5 year ARI) with flows above the 1:5 ARI would be captured in a pipe and pit system and pumped via a pipe network to the local community centre. The design will need to ensure water quality improvements and capture as well as the necessary distribution system which would interface with existing irrigation networks. In addition to this local household run off would be diverted to tree wells installed within the verge thereby providing a valuable source of water for Council's urban forest. At the same time that the design work is being undertaken a consultation program will be undertaken to inform local community of proposed works and to seek input to outcomes of project. The estimated completion date is 20/9/2012.</p> <p>This Project will capture and reuse approximately 7 ML/year of stormwater within Fullarton to minimise seasonal flooding and provide a safer urban environment for the business and local community providing best practice in alternative stormwater engineering in addition to this opportunities exist to create a pipe network (not part of this bid) that links with project 1 which allows for additional reuse of 2 ML and recharge of the captured stormwater in the aquifer at Ridge Park.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$750 000</b>

**PROPOSED DRAFT - WATTLE STREET PROJECT 1**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To reduce residential flooding and showcase alternative stormwater technology;</li> <li>• To capture and treat up to 3 ML/year of urban stormwater runoff to demonstrate Water Sensitive Urban Design.</li> </ul>	
<b>Description</b>	
<p>To construct stormwater harvesting infrastructure to include: bio filtration beds throughout the identified catchments to treat and reuse low flow flows (1:5 year ARI). Flows above the 1:5 ARI would be captured in a pipe and pit system to the new stormwater pipe. The design will need to ensure water quality improvements and capture as well as the necessary distribution system which would interface with existing irrigation networks. In addition to this local household run off would be diverted to tree wells installed within the verge thereby providing a valuable source of water for Council's urban forest. At the same time that the design work is being undertaken a consultation program will be undertaken to inform local community of proposed works and to seek input to outcomes of project. The estimated completion date is December 2012.</p> <p>This project will capture and reuse up to 3 ML/year of stormwater within Fullarton to minimise seasonal flooding and provide a safer urban environment for the business and local community providing best practice in alternative stormwater engineering. The scope is from Fullarton Road up to around Frew Street as a pilot project which could be extended eastward in the future. In addition, this project will link in with a new stormwater connection project to an upgraded Council drain in nearby Kenilworth Road (not part of this bid). A modest underground storage system will be located either at the bottom end of Wattle Street or alternatively connected to the stormwater link project to Kenilworth Road with a secondary treatment system, depending on the most viable location.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$293 000</b>

## PROPOSED DRAFT - HEYWOOD PARK MAR PROJECT 11

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To reduce the potential for flooding within Unley;</li> <li>• To harvest creek stormwater for use at Heywood Park and nearby reserves (at least 4 ML/year) and further supply to be used for distribution to other local parks via pipeline projects to Orphanage Park and Soutar Park and providing the state government requirements of a 20% saving for the designated aquifer recharge.</li> </ul>	
<b>Description</b>	
<p>To construct stormwater harvesting infrastructure to include: test drilling of the aquifer (tertiary and/ or broken rock) to determine suitability of aquifer prior to starting the detailed design, diversion weirs, water quality improvement (bio filtration basins and/or mechanical cleaning), an expanded central injection and extraction well system and pipe network to interface with existing irrigation. This centre will also act as a distribution centre via pipe work to other centres, possibly including the nearby Unley Park Sports Club. At the same time that the design work is being undertaken a consultation program will be undertaken to inform local community of proposed works and to seek input to outcomes of project. The estimated completion date is December 2014. This will benefit Heywood Park and other local public open space.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$597 000</b>

**CURRENT - GOODWOOD ORPHANAGE/SOUTAR PARK PIPELINE PROJECT 6**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To transfer harvested stormwater from Project 3 to this and other local parks via a pipe distribution network;</li> <li>• Reduce various potable water demands by approximately 10- 15 ML/y around Soutar Park and other local parks by replacing supply with stormwater;</li> <li>• To provide an alternative source of water for Council urban forest.</li> </ul>	
<b>Description</b>	
<p>To construct a distribution network to enable transportation of surplus stormwater from Project 3 (Goodwood Orphanage Reserve) to other locations (Soutar Park and reserves north of this location) that is unable to be serviced by direct substitution with an alternative source of water. The design would look at not only the flow rates etc required but also the best route so as to minimise costs and maximise benefit of distribution. The estimated completion date is 20/9/2012.</p> <p>This project will not capture any stormwater itself, but will construct 2,621 metres of underground pipeline from Goodwood Orphanage to provide a distribution network to Soutar Park and others to enable the use of stormwater to irrigate other reserves and open space, saving approximately 10-15 ML potable water per annum.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$256 000</b>

**PROPOSED DRAFT - ORPHANAGE PARK/SOUTAR PARK PIPELINE PROJECT 6**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To transfer harvested stormwater from Heywood Park MAR and connecting pipeline from Orphanage Park to this and other local parks via a pipe distribution network;</li> <li>• Reduce various potable water demands by up to 7 ML/y around Soutar Park and other local parks and reserves by replacing supply with stormwater;</li> <li>• To provide an alternative source of water for Council urban forest.</li> </ul>	
<b>Description</b>	
<p>To construct a distribution network to enable transportation of surplus stormwater from Heywood Park MAR and connecting pipeline from Heywood to Orphanage Park to other locations (Soutar Park and reserves adjacent this location). The design would look at not only the flow rates etc required but also the best route so as to minimise costs and maximise benefit of distribution. The estimated completion date is December 2014.</p> <p>This project will not capture any stormwater itself, but will construct underground pipelines from Orphanage Park to provide a distribution network to Soutar Park and others to enable the use of stormwater to irrigate other reserves and open space, saving up to 7ML potable water per annum.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$115 000</b>

**CURRENT - GOODWOOD ORPHANAGE/HEYWOOD PARK PIPELINE PROJECT 5**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To transfer harvested stormwater from project 3 to other local parks via a pipe distribution network;</li> <li>• Reduce various potable water demands by approximately 12 ML/y around Heywood Park and other local parks by replacing supply with stormwater;</li> <li>• To provide an alternative source of water for Council urban forest.</li> </ul>	
<b>Description</b>	
<p>To construct a distribution network to enable transportation of surplus stormwater from Project 3 (Goodwood Orphanage Reserve) to other locations that is unable to be serviced by direct substitution with an alternative source of water. The design would look at not only the flow rates etc required but also the best route so as to minimise costs and maximise benefit of distribution. The estimated completion date is 20/1/2012.</p> <p>This project will not capture any stormwater itself, but will construct 1,800 metres of underground pipeline from Goodwood Orphanage to provide a distribution network to Heywood Park to enable the use of stormwater to irrigate other reserves and open space, saving approximately 12 ML potable water per annum.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$125 500</b>

**PROPOSED DRAFT - ORPHANAGE PARK/HEYWOOD PARK PIPELINE PROJECT 5**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To transfer harvested stormwater from Heywood Park MAR to other local parks via a pipe distribution network;</li> <li>• Reduce various potable water demands by up to 15 ML/y around Heywood Park and other local parks by replacing supply with stormwater;</li> <li>• To provide an alternative source of water for Council urban forest.</li> </ul>	
<b>Description</b>	
<p>To construct a distribution network to enable transportation of surplus stormwater from Heywood Park MAR to other park and reserve locations. The design would look at not only the flow rates etc required but also the best route so as to minimise costs and maximise benefit of distribution. The estimated completion date is December 2014.</p> <p>This project will not capture any stormwater itself, but will construct underground pipeline to Orphanage Park to provide a distribution network from Heywood Park to enable the use of stormwater to irrigate other reserves and open space, saving up to 15 ML potable water per annum.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$188 000</b>

**CURRENT - RIDGE PARK PROJECT 3**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To reduce the potential for flooding within Unley;</li> <li>• Reduce various potable water demands by approximately 20 ML/y around Ridge Park by replacing supply with stormwater.</li> </ul>	
<b>Description</b>	
<p>To construct stormwater harvesting infrastructure to include: test drilling of the aquifer (fractured rock) to determine suitability of aquifer prior to starting the detailed design, a retention dam, water quality improvement (drop out basins or mechanical cleaning), an injection and extraction well system and pipe network to interface with existing irrigation. At the same time that the design work is being undertaken a consultation program will be undertaken to inform local community of proposed works and to seek input to outcomes of project. The estimated completion date is 20/9/2012.</p> <p>This project will capture and reuse approximately 20 ML of stormwater via Glen Osmond Creek system into a detention system with associated biological base water quality improvement techniques for future use on Ridge Park Reserve and down stream reserves saving 20 ML/annum of mains/River Murray water.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$572 500</b>

**PROPOSED DRAFT - RIDGE PARK MAR PROJECT 3**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To reduce the potential for flooding within Unley;</li> <li>• Reduce various potable water demands by approximately 20 ML/y around Ridge Park by replacing supply with stormwater;</li> <li>• Provide the opportunity to provide for additional water demands up to a further 40 ML within the City of Unley.</li> </ul>	
<b>Description</b>	
<p>To construct stormwater harvesting infrastructure to include: test drilling of the aquifer (fractured rock) to determine suitability of aquifer prior to starting the detailed design, a retention basin, water quality improvement (drop out basins and / or mechanical cleaning), an injection and extraction well system and design a pipe network to interface with existing irrigation and design for a pipeline to downstream parks and reserves, including Fullarton Park Community Centre. At the same time that the design work is being undertaken, a consultation program will be undertaken to inform the local community of proposed works and to seek input to outcomes of project. The estimated completion date is December 2013.</p> <p>This Project will capture and reuse approximately 20 ML of stormwater via Glen Osmond Creek system into a detention system with associated biological base water quality improvement techniques for future use on Ridge Park Reserve (10ML) and down stream reserves (10ML), saving a total of 20 ML/annum of mains/River Murray water. In addition, other projects will be investigated which will provide a pipework to deliver up to a further 40ML of water from the Ridge Park MAR Project to other parks and reserves within the City of Unley.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$625 000</b>

**PROPOSED DRAFT- RIDGE PARK TO FULLARTON PARK COMMUNITY CENTRE  
PIPELINE PROJECT 8**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>To transfer harvested stormwater from project Ridge Park MAR to other local parks via a pipe distribution network;</li> <li>Reduce various potable water demands by approximately 10 ML/y of parks downstream of Ridge Park to Fullarton Park Community Centre and other local parks by replacing supply with stormwater);</li> <li>To provide an alternative source of water for Council urban forest.</li> </ul>	
<b>Description</b>	
<p>To construct a distribution network to enable transportation of surplus stormwater from Project Ridge Park MAR to other park and reserve locations. The design would look at not only the flow rates etc required but also the best route so as to minimise costs and maximise benefit of distribution. The estimated completion date is June 2014.</p> <p>This project will not capture any stormwater itself, but will construct underground pipeline to Fullarton Park Community Centre via downstream reserves to provide a distribution network to enable the use of stormwater to irrigate other reserves and open space, saving approximately 10 ML potable water per annum.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$175 000</b>

**PROPOSED DRAFT - FULLARTON PARK COMMUNITY CENTRE TO WINDSOR  
STREET LINEAR PARK PIPELINE PROJECT 9**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>To transfer harvested stormwater from project Ridge Park MAR to other local parks via a pipe distribution network commencing from the end of the pipeline at Fullarton Park Community Centre.</li> <li>Reduce various potable water demands up to 10 ML/y of parks downstream of Fullarton Park Community Centre including Fern Avenue Reserve, Windsor Linear Park, (and possibly Henry Codd Reserve and other nearby reserves by replacing supply with stormwater);</li> <li>To provide an alternative source of water for Council urban forest.</li> </ul>	
<b>Description</b>	
<p>To construct a distribution network to enable transportation of surplus stormwater from Project Ridge Park MAR to other park and reserve locations, commencing at the end of the Ridge Park MAR pipeline at Fullarton Park Community Centre. The design would look at not only the flow rates etc required but also the best route so as to minimise costs and maximise benefit of distribution. The estimated completion date is June 2014.</p> <p>This project will not capture any stormwater itself, but will construct underground pipeline to Windsor Linear Park (and possibly to Henry Cod Reserve and nearby parks) by extending a distribution network from Fullarton Park Community Centre, to enable the use of stormwater to irrigate other reserves and open space, saving up to 10 ML potable water per annum.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$225 000</b>



**PROPOSED DRAFT - WINDSOR STREET LINEAR PARK to UNLEY OVAL PIPELINE  
PROJECT 10**

**Objectives**

- To transfer harvested stormwater from project Ridge Park MAR to other local parks via a pipe distribution network commencing from the pipeline at Windsor Street Linear Park;
- Reduce various potable water demands of Unley Oval and adjoining bowling greens and lawn tennis courts by replacing up to 22 ML/y of supply with stormwater;
- To provide an alternative source of water for Council urban forest.

**Description**

To construct a distribution network to enable transportation of surplus stormwater from Project Ridge Park MAR to Unley Oval, commencing from the nearby Windsor Street Linear Park pipeline. The design would look at not only the flow rates etc required but also the best route so as to minimise costs and maximise benefit of distribution. The estimated completion date is June 2014.

This project will not capture any stormwater itself, but will construct underground pipeline to Unley Oval past the adjoining Unley Bowling Club and lawn tennis courts by extending a distribution network from the Windsor Street Linear Park pipeline, to enable the use of stormwater to irrigate reserves and open space, saving up to 22 ML potable water per annum.

<b>Federal Funds (and matching City of Unley funds)</b>			<b>\$80 000</b>
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**CURRENT - SOUTAR PARK PROJECT 7**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To provide a sustainable water supply for Councils Parks and Reserves and reduce demand for potable water by 5ML/year;</li> <li>• To provide an alternative source of water for Council urban forest.</li> </ul>	
<b>Description</b>	
<p>To construct stormwater harvesting infrastructure to include: a stormwater interception and cleaning system (bio-filtration) in Owen Street then redirecting this treated stormwater to storage systems within Soutar Park and subsequent connection to existing irrigation systems. This project could also link into the proposed distribution network that will emanate from Goodwood Orphanage thereby providing a ring main for distribution and collection. At the same time that the design work is being undertaken a consultation program will be undertaken to inform local community of proposed works and to seek input to outcomes of project. The estimated completion date is 20/9/2012.</p> <p>This project will capture and reuse stormwater to irrigate Soutar Park and associated playing fields that currently utilise 100% mains water saving 5ML mains/River Murray water per annum. Whilst the local demand upon water may be deemed low this project offers the opportunity through innovative design (bio retention swales) to enhance the water quality for discharge back to the environment.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$250 000</b>

**PROPOSED DRAFT - SOUTAR PARK PROJECT 7**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To provide a sustainable water supply for Councils Parks and Reserves and reduce demand for potable water by 5ML/year;</li> <li>• To provide an alternative source of water for Council urban forest.</li> </ul>	
<b>Description</b>	
Project reviewed and abandoned – remaining funds (\$245,000) assigned to other Federally Funded Stormwater Projects	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$5 000</b>

**CURRENT - GOODWOOD ORPHANAGE RESERVE PROJECT 4**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To reduce the potential for flooding within Unley;</li> <li>• To harvest creek stormwater of approximately 50-60 ML/y for use at Goodwood Orphanage Reserve (30 ML/year) and further supply to be used for distribution to other local parks via projects 2 and 5 and providing the state government requirements of a 20% saving for the designated aquifer recharge.</li> </ul>	
<b>Description</b>	
<p>To construct stormwater harvesting infrastructure to include: test drilling of the aquifer (Tertiary) to determine suitability of aquifer prior to starting the detailed design, diversion weirs, water quality improvement (bio filtration basins or mechanical cleaning), an expanded central injection and extraction well system and pipe network to interface with existing irrigation. This centre will also act as a distribution centre via pipe work to other centres. At the same time that the design work is being undertaken a consultation program will be undertaken to inform local community of proposed works and to seek input to outcomes of project. The estimated completion date is 20/01/12. This will benefit the Orphanage Reserve and other local public open space.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$469 000</b>

**PROPOSED DRAFT - GOODWOOD ORPHANAGE MAR RESERVE PROJECT 4**

<b>Objectives</b>	
<ul style="list-style-type: none"> <li>• To reduce the potential for flooding within Unley;</li> <li>• To harvest creek stormwater of approximately 50-60 ML/y for use at Goodwood Orphanage Reserve (30 ML/year) and further supply to be used for distribution to other local parks via projects 2 and 5 and providing the state government requirements of a 20% saving for the designated aquifer recharge.</li> </ul>	
<b>Description</b>	
<p>Project reviewed and abandoned due to failed test drill and a quality of water – remaining funds to be assigned to other Federally Funded Stormwater Projects.</p>	
<b>Federal Funds (and matching City of Unley funds)</b>	<b>\$60 000</b>

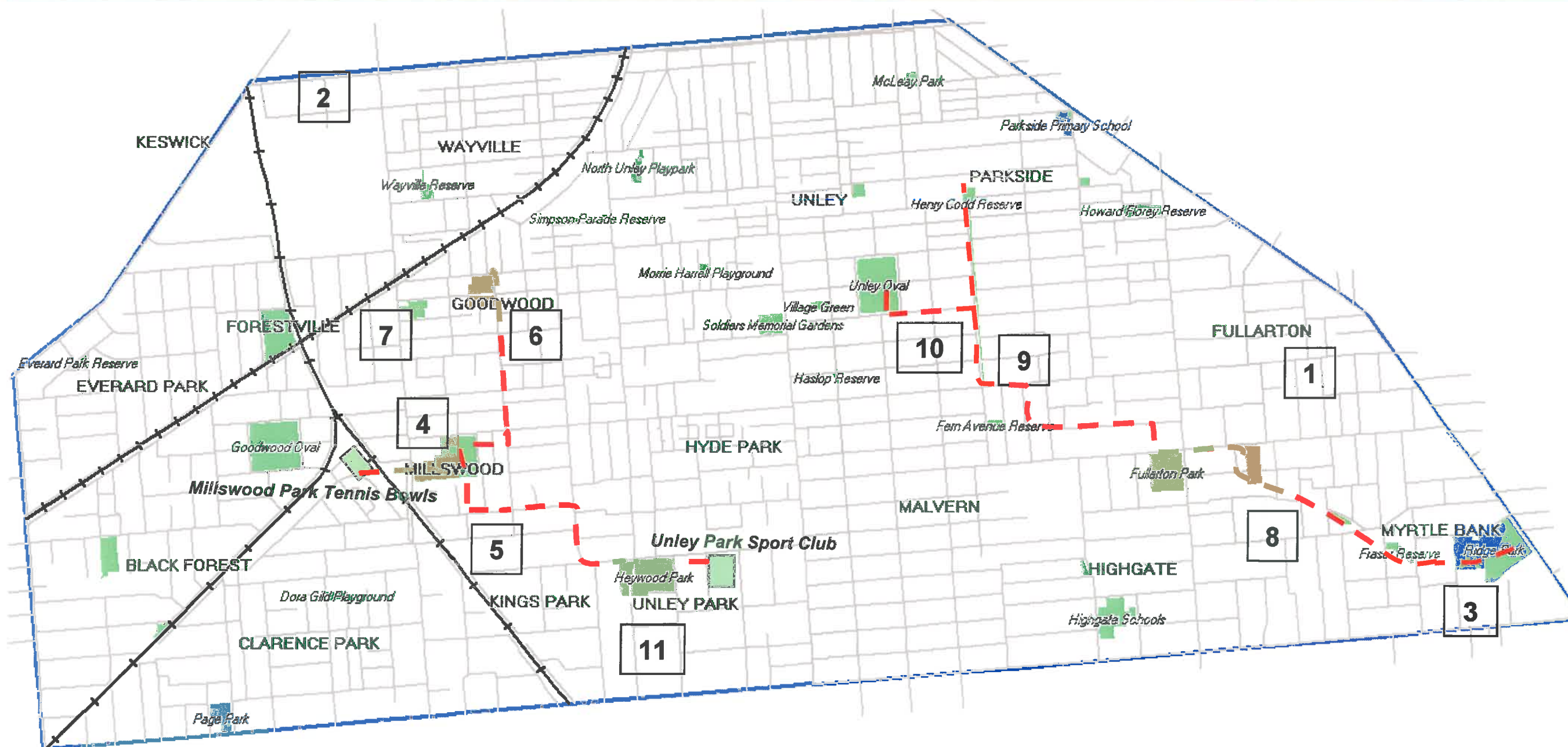
**FINANCIAL SUMMARY**

Johnstone Terrace	\$195 000
Wattle Street	\$293 000
Heywood Park MAR	\$597 000
Orphanage Park – Soutar Park Pipeline	\$115 000
Orphanage Park – Heywood Park Pipeline	\$188 000
Ridge Park MAR	\$625 000
Ridge to Fullarton Park Community Centre Pipeline	\$175 000
Fullarton Park Community Centre – Windsor Street Pipeline	\$225 000
Windsor Street – Unley Oval Pipeline	\$ 80 000
Soutar Park (Unviable)	\$ 5 000
Goodwood Orphanage MAR (Unviable)	<u>\$ 60 000</u>
<b>Sub -Total</b>	
Federal Funds (and matching City of Unley Funds)	<u>\$2 558 000</u>
<b>Total Federal and City of Unley Funds</b>	<u><b>\$5 116 000</b></u>

# (additional \$277 290 NRMBd funds accepted for Wattle Street, separate from the above)

# Proposed aquifer and associated pipeline projects

## Federal Storm Water Projects – Deed of Variation



- |   |  |                                      |
|---|--|--------------------------------------|
| 1. Wattle Street – Water Sensitive Urban Design | 5. Orphanage Park – Heywood Park Pipeline          | 9. Fullarton Park - Windsor Pipeline |
| 2. Johnstone Terrace – Stormwater Harvesting    | 6. Orphanage Park – Soutar Park Pipeline           | 10. Windsor – Unley Pipeline         |
| 3. Ridge Park - MAR                             | 7. Soutar Park – Stormwater Harvesting (abandoned) | 11. Heywood Park MAR                 |
| 4. Orphanage Park – MAR (abandoned)             | 8. Ridge Park - Fullarton Park Pipeline            |                                      |

## **DECISION REPORT**

**REPORT TITLE:** CENTENNIAL PARK CEMETERY AUTHORITY CHARTER

**ITEM NUMBER:** 196

**DATE OF MEETING:** 25 July 2011

**AUTHOR:** VICTORIA MINENKO

**JOB TITLE:** ACTING GENERAL MANAGER CORPORATE SERVICES

**RESPONSIBLE OFFICER:** VICTORIA MINENKO

**JOB TITLE:** ACTING GENERAL MANAGER CORPORATE SERVICES

**COMMUNITY GOAL:** GOE/2 Generate an approach to all Council operations which maintains the principles of good governance such as public accountability, transparency, integrity, leadership, cooperation with other levels of government and social equity.

**REPRESENTORS:** NIL

**ATTACHMENTS:**

1. CHARTER FOR CENTENNIAL PARK CEMETERY AUTHORITY – WITH THE CITY OF MITCHAM TRACK CHANGES
2. AMENDED CHARTER FOR CENTENNIAL PARK CEMETERY AUTHORITY.

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## **PURPOSE**

To advise Council of the minor amendments that the City of Mitcham has made to the Centennial Park Cemetery Authority Charter at its meeting held on the 5 July 2011 and to seek endorsement of the amended Charter for gazettal.

## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

That:

1. The report be received.

2. The minor amendments made to the Charter for the Centennial Park Cemetery Authority (Attachment 1 to report 196/11) by the City of Mitcham at its meeting held on the 5 July 2011 be noted.
  3. The Amended Charter for Centennial Park Cemetery Authority (Attachment 2 to report 196/11) be endorsed and gazetted.
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## **BACKGROUND**

Centennial Park Cemetery Authority (CPCA) is jointly owned by the Cities of Mitcham and Unley – the “Constituent Councils”. In terms of its governance frame work, it is constituted as a Section 43 Regional Subsidiary (Local Government Act 1999). The CPCA’s relationship with the Constituent Councils is defined by its Charter.

In late 2010, the Board of the CPCA proposed a number of changes to the Charter. Any changes to the Charter must be endorsed by both Councils.

## **COMMUNITY ENGAGEMENT**

This matter does not require community engagement.

## **DISCUSSION**

A joint briefing session of the Elected Members of the Constituent Councils was held on the 6 December 2010 to discuss proposed changes to the Charter by the Board of the CPCA. Council (the City of Unley) endorsed an amended Charter for gazettal on the 13 December 2010 (Report Item 31/10).

Following the adoption of the amended charter by the City of Unley a report was prepared for consideration of the City of Mitcham in December 2010.

Prior to consideration of this report by Mitcham Council the report was withdrawn by their Administration following a deputation by members of the CPCA Board requesting that consultation take place on the proposed amended charter prior to consideration by the Mitcham Council.

In order to attempt to address the issues raised in relation to the amended charter, meetings were held with the CEO of CPCA and representatives of the Board of the Authority.

As a result of these discussions, which culminated in a meeting of the Chief Executive Officers and Mayors from the Cities of Unley and Mitcham with the CEO and Presiding Member of the CPCA Board, some minor amendments to the amended Charter, as adopted by the City of Unley were proposed.

The minor changes now proposed to the amended Charter are as follows:

### ***Third Party Venture***

It is proposed to amend the definition of Third Party Venture in order to clarify that approval of Constituent Councils is not required for the Board to enter into normal commercial contracts for the supply of goods and services.

### ***Delegation by Authority***

Clause 2.8.3 to clarify the intention that a delegation from the Constituent Councils to the Board can be subject to conditions.

A further amendment is proposed to Clause 2.8.1.7 to allow the Board to delegate power to fix, vary or revoke any fee or charge in accordance with Section 188(1)(d) to (h) of the Local Government Act.

### ***Panel Composition***

Clause 3.5.2 to provide for the inclusion of proxies on the Panel to address possible conflicts of interest which may arise.

The appointment would be decided by the CEOs and Mayors of the Constituent Councils, and would allow for greater flexibility in the Panel membership if required.

### ***Board Performance Review***

Clause 3.12.1 to allow for a review to be undertaken every two years in lieu of annually. This was considered to be more cost effective and will allow for at least one review within the life of each Board.

A copy of the Charter as adopted by the City of Mitcham with the minor amendments highlighted as track changes is attached for Members information. (Attachment 1 to Item 196/11). Some other date and grammatical changes are also highlighted.

*Attachment 1*

The proposed further changes to the amended Charter were considered by the CPCA Board prior to their adoption by the City of Mitcham at its meeting held on the 5 July 2011.

It is important to note that because Council (the City of Unley) has already endorsed the Charter for gazettal on the 13 December 2010, a Motion on Notice is also required from an Elected Member of Council to ensure that the new resolution of Council to endorse this amended Charter supersedes the previous resolution of Council. This has been provided for by Councillor Hudson as part of this Agenda to Council.



## **ANALYSIS OF OPTIONS**

### **Option 1 - Endorse the amended Charter for the Centennial Park Cemetery Authority (Attachment 2 to report 196/11).**

The amended Charter still addresses the issues raised by Elected Members at the joint briefing session that was held on 6 December 2010 with the Constituent Councils.

The proposed changes as adopted by the City of Mitcham are only very minor and do not substantially change the Charter that was originally endorsed by Council on the 13 December 2010.

A final copy of the Charter which incorporates the changes made by the City of Mitcham is provided as Attachment 2 to Item 196/11.

*Attachment 2*

If endorsed, once gazetted, this Charter, until it is amended by agreement between the Constituent Councils, will form the basis of the relationship between the Constituent Councils and the Centennial Park Cemetery Authority.

### **Option 2 - Endorse the amended Charter for the Centennial Park Cemetery Authority (Attachment 2 to report 196/11) with amendments.**

If the Council wishes to endorse the general direction of the amended Charter with a number of changes, this is possible but it will then need to be re-considered by the City of Mitcham prior to gazettal.

## **RECOMMENDED OPTION**

Option 1 is the recommended option.

## **POLICY IMPLICATIONS**

As detailed in the 2006 CPCA Charter, any changes to the Charter must be agreed by both the Constituent Councils.

## **CONCLUSION**

Following adoption of the amended Charter by Council on the 13 December 2010 some further minor amendments to the document were suggested following discussion with representatives of the CPCA. The City of Mitcham has subsequently now endorsed the Charter with these minor changes at its meeting on the 5 July 2011.

The amendments being proposed are minor in nature and would not impact the management controls operated by the Constituent Councils.

**CENTENNIAL PARK CEMETERY AUTHORITY****REGIONAL SUBSIDIARY****CHARTER 2011**

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**1. INTRODUCTION****1.1 Name**

The name of the subsidiary is the Centennial Park Cemetery Authority (referred to as 'the Authority' in this Charter).

**1.2 Definitions**

'the Act' means the Local Government Act 1999 and includes all regulations made thereunder;

'the Authority' means the Centennial Park Cemetery Authority;

'the Board' means the Board of Management of the Authority set out at Clause 3;

'Board Member' includes a Constituent Council Board Member and an Independent Board Member;

'Budget' means the annual budget adopted by the Authority pursuant to Clause 5.1;

'Business Plan' means the business plan adopted by the Authority pursuant to Clause 6.2;

'Centennial Park' means the Centennial Park Cemetery and its associated facilities and services;

'Chairperson' means the member of the Board appointed pursuant to Clause 3.10;

'Chief Executive Officer' means the person appointed pursuant to Clause 4.1 as the chief executive officer of the Authority;

'Constituent Councils' means those councils identified at Clause 1.4;

'Constituent Council Board Member' means a member of the Board appointed pursuant to Clause 3.4.1.1;

'Council' means a council constituted under the Act;

'Date of Withdrawal' means the date a Constituent Council's withdrawal from the Authority becomes effective pursuant to Clause 7.1.2;

'Financial Statements' has the same meaning as in the Act;

'Financial Year' means 1 July in each year to 30 June in the subsequent year;

'Independent Board Member' means a member of the Board appointed pursuant to Clause 3.4.1.2;

'Liability Guarantee Fee' means the annual fee paid to the Constituent Councils by the Authority in accordance with Clause 1.8;

'Long Term Financial Plan' means the long term financial plan prepared by the Authority and approved by the Constituent Councils pursuant to Clause 5.4;

'Minister' means the Minister for State/Local Government Relations;

'Net Assets' means total assets (current and non-current) less total liabilities (current and non-current) of the Authority as reported in the annual audited financial statements of the Authority;

'Operating Costs' means all expenses incurred in the delivery of the Authority's services;

'Regulations' means the Local Government (Financial Management) Regulations 2011;

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'Selection Panel' means the Panel established pursuant to Clause 3.5;

'Strategic Plan' means the strategic plan adopted by the Authority pursuant to Clause 6.1;

'Third Party Venture' means the power to undertake a commercial project with a third party (exceeding any contract or arrangement for the supply of goods or services to the Authority) such Venture requiring the prior consent of the Constituent Councils.

### 1.3 Interpretation

In this Charter, unless the context otherwise requires:

- 1.3.1 headings do not affect interpretation;
- 1.3.2 singular includes plural and plural includes singular;
- 1.3.3 words of one gender include any gender;
- 1.3.4 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.3.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.3.6 an unenforceable provision or part of a provision of this Charter may be severed, and the remainder of this Charter continues in force, unless this would materially change the intended effect of this Charter;
- 1.3.7 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and

1.3.8 a reference to a 'Clause' means a clause of this Charter.

#### **1.4 Establishment**

The Authority is a regional subsidiary established under Section 43 of the Act by the City of Mitcham and the Corporation of the City of Unley.

#### **1.5 Local Government Act 1999**

This Charter must be read in conjunction with Parts 2 and 3 of Schedule 2 to the Act. The Authority shall conduct its affairs in accordance with Parts 2 and 3 of Schedule 2 to the Act except as modified by this Charter in a manner permitted by the Act.

#### **1.6 Objects and Purposes of the Authority**

The Authority is established for the following objects and purposes:

- 1.6.1 to ensure that the assets and facilities at Centennial Park are developed, maintained and operated in a sustainable and efficient manner;
- 1.6.2 to deliver effective and sustainable service provision for the Constituent Councils, customers of Centennial Park and the community of South Australia;
- 1.6.3 to undertake the care, protection, management, operation and improvement of Centennial Park and its associated facilities and services in an efficient and effective manner;
- 1.6.4 to manage the facilities of and services at Centennial Park utilising sound business concepts;
- 1.6.5 to establish and demonstrate ethical policies and standards, in accordance with the rights of customers and industry standards;
- 1.6.6 to provide security of tenure for all interment licences at Centennial Park through sound financial and business management;
- 1.6.7 to pro-actively manage the business of Centennial Park in a competitive and changing environment;
- 1.6.8 to undertake key strategic and policy decisions for the purpose of enhancing and developing Centennial Park; and
- 1.6.9 to be financially self-sufficient.

#### **1.7 National Competition Policy**

- 1.7.1 The Authority is involved in a significant business activity as defined in the Clause 7 Statement prepared under the Competition Principles Agreement of the National Competition Policy.
- 1.7.2 The Authority will implement principles of competitive neutrality by way of annual review of its business operations in the market place and application of the relevant principle or principles where that is

appropriate to do so, unless the benefits to be realised through the application of the principles of competitive neutrality outweigh the costs associated with implementation as provided for in Part 4 of the Government Business Enterprises (Competition) Act 1996.

## **1.8 Liability Guarantee**

- 1.8.1 Pursuant to Clause 31 of Schedule 2 to the Act the liabilities incurred or assumed by the Authority are guaranteed by the Constituent Councils.
- 1.8.2 The Authority must pay an annual Liability Guarantee Fee, to each Constituent Council, on account of the guarantee under Clause 1.8.1.
- 1.8.3 Subject to Clause 1.8.4 the Liability Guarantee Fee is fixed at whichever amount is the lesser of
  - 1.8.3.1 \$195 000 to each Constituent Council for the 2010-2011 Financial Year. Each year thereafter the Liability Guarantee Fee will be increased by a percentage equivalent to CPI – All Groups Adelaide March Quarter, or
  - 1.8.3.2 2.5% of the total gross liabilities of the Authority as at 1 July of the Financial Year that the Liability Guarantee Fee is to be paid which amount will be distributed evenly between the Constituent Councils.
- 1.8.4 The Constituent Councils may in their absolute discretion unanimously agree to increase or waive or reduce the Guarantee Fee for any particular financial year(s) either on their own initiative or based on a submission by the Authority to the Constituent Councils.

## **2. FUNCTIONS, POWERS AND DUTIES OF THE AUTHORITY**

The functions powers and duties of the Authority are to be exercised in the performance and furtherance of the Authority's objects and purposes.

### **2.1 Functions**

In addition to those specified in the Act, the Authority has the following functions:

- 2.1.1 to provide, equip, operate and maintain one or more public cemetery facilities, crematoriums, mausoleums and mortuaries;
- 2.1.2 to provide, sell, lease or hire monuments, tombstones, trees, flowers and other things incidental to interment and memorialisation of cremated remains and burials;
- 2.1.3 to promote the services and facilities of Centennial Park and to carry out any business or operation the Authority considers can enhance the value and render profitable any of the facilities or services of Centennial Park;

- 2.1.4 establish other facilities and services incidental or ancillary to the establishment, operation and management of cemeteries, crematoriums, mortuaries and mausoleums; and
- 2.1.5 to promote, investigate or utilise alternative lawful methods of disposing of human remains.

## **2.2 Powers**

In addition to those specified in the Act, the Authority has the following discretionary powers:

- 2.2.1 to accumulate surplus funds for investment purposes;
- 2.2.2 to establish and maintain a reserve fund or funds clearly identified for the upkeep and/or replacement of fixed assets of the Authority or meeting any deferred liability of the Authority;
- 2.2.3 to establish and maintain a cash reserve development fund or funds clearly identified for future initiatives supported by the Strategic Plan;
- 2.2.4 to provide for an investment reserve fund clearly identified for the future upkeep obligations of the Authority and, subject to Clause 2.6 to borrow against such fund;
- 2.2.5 subject to Clause 2.6 to enter into any kind of contract or arrangement, including Third Party Ventures;
- 2.2.6 subject to Clauses 2.6 and 2.7 to purchase, sell, lease, hire, rent or otherwise acquire or dispose of any real property or interests therein, provided that it shall be a condition precedent, that the written approval of the Constituent Councils is first had and obtained;
- 2.2.7 to borrow funds and incur expenditure in accordance with Clause 2.6;
- 2.2.8 subject to Clause 2.6 to employ, engage determine conditions of employment/engagement, remunerate, remove, suspend or dismiss/terminate the Chief Executive Officer of the Authority;
- 2.2.9 subject to Clause 2.6 to employ, engage or retain professional advisers to the Authority;
- 2.2.10 to directly market the skills and expertise of its employees and its products and services for the benefit of the Authority and the Constituent Councils;
- 2.2.11 to charge whatever fees the Authority considers appropriate for services rendered to any person, body or council (other than a Constituent Council) provided that such fees charged by the Authority shall be sufficient to at least cover the cost to the Authority of providing the services;
- 2.2.12 subject to Clause 2.6 to institute, initiate and carry on legal proceedings;

- 2.2.13 to adopt and use a trading name provided that the Authority must first register the trading name with the Office of Consumer and Business Affairs in accordance with the Business Names Act 1996;
- 2.2.14 subject to Clause 2.6 to agree to undertake a project in conjunction with any council or government agency or authority and in so doing to participate in the formation of a trust, partnership or joint venture with any council or government agency or authority to give effect to the project;
- 2.2.15 to open and operate bank accounts;
- 2.2.16 to make submissions for and accept grants, subsidies and contributions to further its objects and purposes;
- 2.2.17 to invest any funds of the Authority in any investment provided that:
  - 2.2.17.1 in exercising this power of investment the Authority must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
  - 2.2.17.2 the Authority must avoid investments that are speculative or hazardous in nature;
- 2.2.18 subject to Clause 2.3 undertaking and exercising such powers and functions as specified in this Charter outside the areas of the Constituent Councils;
- 2.2.19 provided that the consent of the Constituent Councils has first been obtained to participate in a trust, including by becoming and exercising the powers of a trustee, not inconsistent with this Charter or the objects and purposes of the Authority;
- 2.2.20 to promote, investigate or utilise alternative lawful methods of disposing of human remains;
- 2.2.21 the power to do anything else necessary or convenient for or incidental to the exercise, performance or discharge of its powers, functions or duties or the attainment of its objects and purposes.

## 2.3 Duties

The Authority has the following duties:

- 2.3.1 to exercise the functions and powers of the Authority in the performance and furtherance of the Authority's objects and purposes;
- 2.3.2 notwithstanding any other Clause or provision in this Charter to only act outside the area of the Constituent Councils with the prior approval of the Constituent Councils where approval is granted on the basis that the Constituent Councils consider it necessary or expedient to the performance of the Constituent Councils or the Authority's functions.

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## **2.4 Other Powers, Functions and Duties**

The Authority may exercise such other functions, powers and duties as are delegated to or imposed on the Authority by the Constituent Councils from time to time.

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## **2.5 Common Seal**

- 2.5.1 The Authority will have a common seal.
- 2.5.2 The common seal of the Authority must not be affixed to a document except to give effect to a resolution of the Board.
- 2.5.3 The affixation of the common seal of the Authority must be attested by two Board Members or the Chief Executive Officer and one (1) Board Member.
- 2.5.4 The Chief Executive Officer must maintain a register which records the resolutions of the Board giving authority to affix the common seal and details of the documents to which the common seal has been affixed with the particulars of persons who witnessed the fixing of the seal and the date that the seal was affixed.
- 2.5.5 The Authority may by instrument under common seal authorise a person to execute documents on behalf of the Authority subject to any limitations specified in the instrument of authority.

## **2.6 Borrowings and Expenditure**

- 2.6.1 The Authority has the power to incur expenditure as follows:
  - 2.6.1.1 in accordance with a budget adopted by the Authority and approved by the Constituent Councils as required by the Act or this Charter; or
  - 2.6.1.2 with the prior approval of both of the Constituent Councils; or
  - 2.6.1.3 in accordance with the Act, in respect of expenditure not contained in a budget adopted by the Authority for a purpose of genuine emergency or hardship.
- 2.6.2 Subject to Clause 2.6.3 the Authority has the power to borrow money as follows:
  - 2.6.2.1 in accordance with a budget adopted by the Authority as required by the Act or this Charter; or
  - 2.6.2.2 in respect of an overdraft facility or facilities up to a maximum amount of \$100,000; or
  - 2.6.2.3 with the prior approval of both of the Constituent Councils.
- 2.6.3 Unless otherwise approved by both of the Constituent Councils any and all borrowings (except overdraft facilities) taken out by the Authority:

- 2.6.3.1 must be from the Local Government Financial Authority or a registered bank or financial institution within Australia; and
- 2.6.3.2 must be drawn down within a period of 24 months from the date of approval.

## **2.7 Property**

- 2.7.1 All property held by the Authority is held by it on behalf of the Constituent Councils.
- 2.7.2 No property of the Authority may be sold, encumbered or otherwise dealt with without the prior approval of both of the Constituent Councils and the approval of the Authority by a resolution of the Board.

## **2.8 Delegation by the Authority**

- 2.8.1 The Authority may, in accordance with this Charter, and the Act by resolution, delegate to any officer of the Authority any of its powers and functions under this Charter but may not delegate:
  - 2.8.1.1 the power to borrow money or obtain any other forms of financial accommodation not contained in a budget adopted by the Authority;
  - 2.8.1.2 the power to approve expenditure of money on works, services or operations of the Authority not contained in a budget adopted by the Authority;
  - 2.8.1.3 the power to approve the reimbursement of expenses or payment of allowances to members of the Board;
  - 2.8.1.4 the power to adopt or revise a budget of the Authority;
  - 2.8.1.5 the power to adopt or revise a Business Plan, Strategic Plan or Long Term Financial Plan of the Authority;
  - 2.8.1.6 the power to adopt or revise financial estimates and reports;
  - 2.8.1.7 the power to fix, vary or revoke any fee or charge of the Authority inconsistent with those fees or charges set out at section 188(d) to (h) inclusive of the Act; and
  - 2.8.1.8 the power to make any application or recommendation to the Minister.

- 2.8.2 A delegation is revocable at will and does not prevent the Authority from acting in a matter.
- 2.8.3 A delegation from the Constituent Councils is subject to any condition or limitation imposed by resolution of both of the Constituent Councils which resolution must be in the same or similar terms.

### **3. BOARD OF MANAGEMENT**

#### **3.1 Structure**

- 3.1.1 The Authority is a body corporate and is governed by the Act and this Charter.
- 3.1.2 The Board is the Authority's governing body and has the responsibility for the administration of the affairs of the Authority ensuring that the Authority acts in accordance with this Charter and all relevant legislation including the Act.
- 3.1.3 All meetings of the Authority shall be meetings of the Board.

#### **3.2 Role of the Board**

The Board, is responsible for the administration of the affairs of the Authority and ensuring that the Authority acts in accordance with this Charter and all relevant legislation including the Act.

#### **3.3 Functions of the Board**

In addition to the functions of the Board set out in the Act, the functions of the Board include:

- 3.3.1 striving to position the Authority as the premier provider of cemetery services;
- 3.3.2 the formulation of Strategic and Business Plans in accordance with Clauses 6.1 and 6.2 and the development of strategies aimed at improving the business of Centennial Park;
- 3.3.3 providing professional input and policy direction to the Authority;
- 3.3.4 ensuring strong accountability and stewardship of the Authority;
- 3.3.5 monitoring, overseeing and measuring the performance of the Chief Executive Officer of the Authority;
- 3.3.6 ensuring that ethical behaviour and integrity is established and maintained by the Authority, the Board and Board Members in all activities undertaken by the Authority;
- 3.3.7 subject to Clause 3.11.5, ensuring that the business of the Authority is undertaken in an open and transparent manner;
- 3.3.8 paying the Liability Guarantee Fee in accordance with Clause 1.8;

- 3.3.9 developing and adopting such policies and procedures as give effect to good governance and administrative practices;
- 3.3.10 exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons;
- 3.3.11 avoiding investments that are speculative or hazardous by nature; and
- 3.3.12 developing and giving effect to policies that reflect the Authority's responsibilities under the National Competition Policy and the Trade Practices Act (Cth) 1974 and ensuring that the Authority operates in accordance with this Charter and all relevant legislation.

#### **3.4 Membership of the Board**

- 3.4.1 The Board shall consist of seven (7) members appointed as follows:

- 3.4.1.1 Constituent Council Board Members

- Subject to Clause 3.6.4 each Constituent Council must appoint for a maximum period of two (2) years and on such other conditions as the Constituent Council may determine two (2) elected members of the Constituent Council to be Board Members and may at any time terminate or revoke one or more of those appointments and appoint one or more (as the case may be) other elected members of the Constituent Council to be a Board Member(s);

- 3.4.1.2 Independent Board Members

- Subject to Clause 3.6.4 the Selection Panel must appoint for a maximum period of three (3) years, and provided that no more than one (1) Independent Board Member's term of office will conclude per calendar year and on such other conditions as the Selection Panel may determine three (3) persons to be Board Members and may at any time terminate or revoke one or more of those appointments and appoint one or more (as the case may be) other persons to be a Board Member(s).

- 3.4.2 Each Constituent Council must give notice in writing to the Authority of its appointment of Board Members, the term of appointment and of any termination or revocation of those appointments. A notice in writing signed by the Chief Executive Officer of the Constituent Council will be sufficient evidence of an appointment, termination or revocation of an appointment and will constitute notice as required by this Clause 3.4.2.
- 3.4.3 The Selection Panel must give notice in writing to the Authority of its appointment of Board Members, the term of appointment and of any termination or revocation of those appointments. A notice in writing signed by either of the Chief Executive Officers of the Constituent Councils will be sufficient evidence of an appointment, termination or revocation of an appointment and will constitute notice as required by this Clause 3.4.3.

### **3.5 Selection Panel**

- 3.5.1 The members of the Selection Panel must be appointed in accordance with this Clause 3.5.
- 3.5.2 The Selection Panel is to be comprised of five (5) members being the Mayors and the Chief Executive Officers of the Constituent Councils or in the case of the Mayors a proxy elected member appointed by the Mayor or in the case of the Chief Executive Officer a proxy officer appointed by the Chief Executive Officer (where the proxy must respectively be a member or officer from the appointers council) and either a partner in an Adelaide Law Firm or a company director agreed to by the Chief Executive Officers of the Constituent Councils and engaged for the purpose - who in the opinion of the Selection Panel will add value by their abilities and experience to the effective performance of the Authority's business and management obligations.
- 3.5.3 Those members of the Selection Panel comprising the Mayors or Chief Executive Officers of the Constituent Councils will cease to hold office as a member of the Selection Panel upon ceasing to hold office as a Mayor, of a Constituent Council or ceasing to be employed as a Chief Executive Officer of a Constituent Council.
- 3.5.4 The legal member of the Selection Panel appointed pursuant to Clause 3.5.2 will hold office for two years and at the conclusion of their term of office will be eligible for reappointment.

### **3.6 Office of Board Member**

- 3.6.1 Subject to Clause 3.6.4, at the conclusion of a Constituent Council Board Member's term of office such Board Member will be eligible for re-appointment.
- 3.6.2 Subject to Clause 3.6.4, at the conclusion of an Independent Board Member's term of office such Independent Board Member will be eligible for re-appointment.
- 3.6.3 The Selection Panel must ensure when appointing an Independent Board Member and determining the term of office of an Independent Board Member that no more than one (1) Independent Board Member's term of office will conclude per calendar year.
- 3.6.4 A Board Member, including where applicable an Independent Board Member, will cease to hold office:
  - 3.6.4.1 if any of the grounds or circumstances set out in the Act as to when a Board Member's office becomes vacant arises; or
  - 3.6.4.2 in relation to a Constituent Council Board Member, immediately upon:
    - (a) the Constituent Council which appointed the Board Member terminating or revoking the Board Member's appointment;

- (b) the Constituent Council which appointed the Board Member ceasing to be a Constituent Council;
- (c) the Board Member ceasing to be an elected member of the Constituent Council that appointed him or her;
- (d) the conclusion of the next periodic local government election following their appointment;

3.6.4.3 in relation to an Independent Board Member immediately upon the Selection Panel terminating or revoking the Independent Board Member's appointment in the event of any behaviour of that Independent Board Member which in the opinion of the Selection Panel amounts to:

- (a) impropriety;
- (b) serious neglect of duty in attending to the responsibilities as a Board Member;
- (c) breach of fiduciary duty to the Board;
- (d) breach of any of the legislative obligations and duties of a Board Member including the conflict of interest provisions in the Act;
- (e) breach of the duty of confidentiality to the Board and/or the Constituent Councils; or
- (f) any other behaviour which may discredit the Board, the Authority or the Constituent Councils;

3.6.4.4 upon the happening of any other event through which the Board Member would be ineligible to remain as a Board Member.

3.6.5 The Authority may, by resolution supported by at least two thirds of the Board Members currently in office (excluding the Board Member subject to this Clause and ignoring any fraction) make a recommendation to a Constituent Council that it terminate the appointment of a Constituent Council Board Member appointed by that Constituent Council, or make a recommendation to the Selection Panel that it terminate the appointment of an Independent Board Member, in the event of any behaviour of a Board Member which in the opinion of the Authority amounts to:

3.6.5.1 impropriety;

3.6.5.2 serious neglect of duty in attending to the responsibilities as a Board Member;

3.6.5.3 breach of fiduciary duty to the Authority or a Constituent Council;

- 3.6.5.4 breach of any of the legislative obligations and duties of a Board Member including the conflict of interest provisions in the Act;
  - 3.6.5.5 breach of the duty of confidentiality to the Authority and/or the Constituent Councils; or
  - 3.6.5.6 any other behaviour which may discredit the Board, the Authority or the Constituent Councils.
- 3.6.6 Where, for any reason, the office of a Constituent Council Board Member becomes vacant the Constituent Council which appointed the Board Member will be responsible for appointing a replacement Board Member.
- 3.6.7 Where, for any reason, the office of an Independent Board Member becomes vacant the Selection Panel will be responsible for appointing a replacement Board Member.
- 3.6.8 Where any vacancy occurs in the membership of the Board it must be filled in the same manner as the original appointment and the person appointed to fill the vacancy will be appointed for the balance of the term of the original appointment and at the expiry of that term shall be eligible for reappointment.
- 3.6.9 The office of a Board Member becomes vacant if the Board Member:
  - 3.6.9.1 ceases to hold office pursuant to Clause 3.6.4;
  - 3.6.9.2 dies;
  - 3.6.9.3 completes a term of office and is not reappointed;
  - 3.6.9.4 in the case of a Constituent Council Board Member, resigns by written notice provided to the Constituent Councils and the Authority;
  - 3.6.9.5 in the case of an Independent Board Member, resigns by written notice provided to the Selection Panel and the Authority;
  - 3.6.9.6 becomes bankrupt or applies for the benefit of a law for the relief of insolvent debtors; or
  - 3.6.9.7 is convicted of an indictable offence punishable by imprisonment.

### **3.7 Remuneration of Board Members**

- 3.7.1 The Authority will pay each Board Member an annual fee as determined by the Selection Panel which must in making such a determination have regard to the Guidelines for Agencies and Board Directors published from time to time by the Department of Premier

and Cabinet for Government Boards and Committees (or such publication as may succeed such Guidelines).

- 3.7.2 All Board Members will receive from the Authority reimbursement of expenses properly incurred in performing or discharging official functions and duties as determined by the Authority and set out in a policy adopted by the Authority for the purposes of this clause.
- 3.7.3 The Selection Panel will review the annual fee to be paid to the Board Members and advise the Chief Executive Officer by notice in writing signed by the Chief Executive Officers of the Constituent Councils of the outcome of the review and any alteration to such annual fees.

### **3.8 Insurance**

The Authority must take out a suitable policy of insurance insuring Board Members and their spouses or another person who may be accompanying a Board Member, against risks associated with the performance or discharge of their official functions and duties or on official business of the authority.

### **3.9 Propriety of Members of the Board**

- 3.9.1 All provisions governing the propriety and duties of elected members of a council and public officers under the Act and other South Australian legislation apply to Board Members.
- 3.9.2 Board Members will not be required to submit returns under Chapter 5, Part 4, Division 2 of the Act.
- 3.9.3 The provisions regarding conflict of interest prescribed in the Act apply to all Board Members as if they were elected members of a council and the Authority were a council.
- 3.9.4 Board Members must act in accordance with their duties of confidence and confidentiality and other legal and fiduciary duties, to the Authority at all times while acting in their capacity as a Board Member including honesty and the exercise of reasonable care and diligence as required by Part 4, Division 1, Chapter 5 of the Act and Clause 23 of Schedule 2, Part 2 of the Act.

### **3.10 Chairperson of the Board**

- 3.10.1 The Selection Panel must appoint from amongst the Independent Board Members a Chairperson for a term of up to three (3) years and on such other conditions as determined by the Selection Panel and at the conclusion of the Chairperson's term of office, the Chairperson will be eligible for reappointment.
- 3.10.2 The Chairperson will cease to hold office as Chairperson in the event:



- 3.10.2.1 the Chairperson resigns as Chairperson; or
  - 3.10.2.2 the Chairperson ceases to be a Board Member; or
  - 3.10.2.3 the Selection Panel terminates the Chairperson's appointment as Chairperson.
- 3.10.3 In the event that the office of Chairperson becomes vacant, then the Selection Panel must appoint a new Chairperson who shall hold office for the balance of the original term or until such later date as the Selection Panel may determine.
- 3.10.4 The Chairperson must preside at all meetings of the Board and, in the event the Chairperson is absent from a meeting, the Board must appoint one of the Independent Board Members present to preside at that meeting only. In the event that there is no Independent Board Member present, the Board must appoint a Constituent Council Board Member present to preside at that meeting only.
- 3.10.5 In the event that the Chairperson is to be absent for an extended period (being a period in excess of two months), then the Selection Panel must appoint an Independent Board Member to act as Chairperson for the period of the absence of the Chairperson.

### **3.11 Proceedings of the Board**

- 3.11.1 Ordinary meetings of the Board will be held at such times and places as determined by the Board except that there must be at least one ordinary meeting of the Board every two months.
- 3.11.2 An ordinary meeting of the Board will constitute an ordinary meeting of the Authority. The Board shall administer the business of the Authority at the ordinary meeting.
- 3.11.3 For the purpose of this Clause 3.11, the contemporary linking together by telephone, audio-visual or other instantaneous means ('telecommunications meeting') of the Board Members provided that at least a quorum is present, is deemed to constitute a meeting of the Board. Each of the Board Members taking part in the telecommunications meeting, must at all times during the telecommunications meeting be able to hear and be heard by each of the other Board Members present. At the commencement of the meeting, each Board Member must announce his/her presence to all other Board Members taking part in the meeting. A Board Member must not leave a telecommunications meeting by disconnecting his/her telephone, audio-visual or other communication equipment, unless that Board Member has previously notified the Chair of the meeting.
- 3.11.4 A proposed resolution in writing and given to all Board Members in accordance with procedures determined by the Board will be a valid decision of the Board and will constitute a valid decision of the Authority where a majority of Board Members vote in favour of the resolution by signing and returning the resolution to the Chief Executive Officer or otherwise giving written notice of their consent and setting out the terms of the resolution to the Chief Executive

Officer. The resolution will be deemed a resolution of the Board and will be as valid and effective as if it had been passed at a meeting of the Board duly convened and held.

- 3.11.5 Subject to Clause 3.11.6 meetings of the Board will not be open to the public unless the Board resolves otherwise.
- 3.11.6 The Chief Executive Officer and such other employees of the Authority as determined by the Chief Executive Officer may attend meetings of the Board unless the Board resolves otherwise.
- 3.11.7 The Chief Executive Officer must within one calendar month following a local government periodic election, call an ordinary meeting of the Board at which meeting the time, date and place of ordinary meetings of the Board over a period as agreed by the Board shall be determined; and
- 3.11.8 Subject to Clause 3.11.13, notice of an ordinary meeting of the Board will be given by the Chief Executive Officer to each Board Member not less than three (3) clear days prior to the holding of the meeting.
- 3.11.9 The Chief Executive Officer must, in relation to a notice of meeting of the Board for the purpose of considering the making of a recommendation to the Constituent Councils to wind up the Authority, provide the notice to all Board Members at least four (4) months before the date of the meeting.
- 3.11.10 Notice of meeting of the Board must:
  - 3.11.10.1 be in writing; and
  - 3.11.10.2 set out the date, time and place of the meeting; and
  - 3.11.10.3 be signed by the Chief Executive Officer; and
  - 3.11.10.4 contain, or be accompanied by, the agenda for the meeting.
- 3.11.11 Any Constituent Council, the Chairperson or three (3) Board Members may by delivering a written request to the Chief Executive Officer require a special meeting of the Board to be held and any such special meeting shall constitute a special meeting of the Authority. The written request must be accompanied by the agenda for the special meeting and if an agenda is not provided the request has no effect.
- 3.11.12 On receipt of a written request pursuant to Clause 3.11.11, the Chief Executive Officer and Chairperson must determine the date and time of the special meeting and the Chief Executive Officer must give notice to all Board Members at least four (4) hours prior to the commencement of the special meeting.
- 3.11.13 The Chief Executive Officer must, insofar as is reasonably practicable:
  - 3.11.13.1 ensure that items on an agenda given to Board Members are described with reasonable particularity and accuracy; and

- 3.11.13.2 supply to each Board Member at the time that notice of a meeting is given a copy of any documents or reports that are to be considered at the meeting (so far as this is practicable).
- 3.11.14 Notice of a meeting of the Board may be given to a Board Member:
- 3.11.14.1 personally; or
  - 3.11.14.2 by delivering the notice (whether by post or otherwise) to the usual place of residence of the Board Member or to another place authorised in writing by the Board Member; or
  - 3.11.14.3 in the case of a Constituent Council Board Member by leaving the notice for the Board Member at an appropriate place at the principal office of the Constituent Council which appointed the Board Member; or
  - 3.11.14.4 by a means authorised in writing by the Board Member as being an available means of giving notice.
- 3.11.15 A notice that is not given in accordance with Clause 3.11.14 is taken to have been validly given if the Chief Executive Officer considers it impracticable to give the notice in accordance with that Clause and takes action the Chief Executive Officer considers reasonably practicable in the circumstances to bring the notice to the attention of the Board Member.
- 3.11.16 The Chief Executive Officer must maintain a record of all notices of Board meetings given under Clause 3.11.10 to Board Members.
- 3.11.17 A meeting of the Board must not commence until a quorum of Board Members is present and a meeting must not continue if there is not a quorum of Board Members present. A quorum of Board Members will comprise one half of the Board Members in office, ignoring any fraction, plus one.
- 3.11.18 Unless otherwise required at law or by this Charter, all matters for decision at a meeting of the Board will be decided by a simple majority of the Board Members present and entitled to vote on the matter. All Board Members including the Chairperson present and entitled to vote on a matter are required to vote. All Board Members including the Chairperson are entitled to a deliberative vote and if the votes are equal the Chairperson or other Board Member presiding at the meeting does not have a second or casting vote.
- 3.11.19 All Board Members must at all times keep confidential all documents and any information provided to them for their consideration prior to a meeting of the Board.
- 3.11.20 The Executive Officer must cause minutes to be kept of the proceedings at every meeting of the Board and ensure that the minutes are presented to the next ordinary meeting of the Board for confirmation. Where the Executive Officer is absent or excluded from

attendance at a meeting of the Board pursuant to Clause 3.11.5, the person presiding at the meeting shall cause the minutes to be kept.

- 3.11.21 The Executive Officer must, within five (5) days after a meeting of the Board provide to each Board Member a copy of the minutes of the meeting of the Board.
- 3.11.22 The Board must adopt a Code of Practice for Meeting Procedures to apply to the proceedings at and conduct of meetings of the Board. The Code of Practice for Meeting Procedures must not be inconsistent with the Act or this Charter.
- 3.11.23 The Code of Practice for Meeting Procedures may be reviewed by the Board at any time and must be reviewed at least once every three (3) years.
- 3.11.24 In the event of any inconsistency between this Charter and the Code of Practice for Meeting Procedures, this Charter shall prevail.
- 3.11.25 The Board may establish Committees as it considers necessary, and determine the membership and terms of reference and meeting procedures of such committees as it sees fit.

### **3.12 Board Annual Performance Review**

- 3.12.1 The Selection Panel will oversee an independent performance review of the Board to be undertaken every second year. The performance review will be conducted within two (2) calendar months of the commencement of a Financial Year in respect of the immediately preceding Financial Year and will be facilitated by an independent consultant experienced in such performance reviews on such conditions as the Selection Panel may determine.
- 3.12.2 In conducting the performance review the independent consultant will:
  - 3.12.2.1 have regard to requirements of the Act and the Regulations;
  - 3.12.2.2 be provided with access to Board papers, minutes, budgets, financial results, plans and procedures;
  - 3.12.2.3 interview Board members individually or collectively;
  - 3.12.2.4 make recommendations as to the:
    - (a) workings of the Board
    - (b) replacement of individual Board members
    - (c) addition of Board members
  - 3.12.2.5 consult with Board members individually or collectively before issuing the final report.
- 3.12.3 The Selection Panel will consider the final report and act on the recommendations pursuant to Clause 3.12.1.

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#### 4. CHIEF EXECUTIVE OFFICER AND APPOINTMENT OF OTHER STAFF<sup>1</sup>

- 4.1 The Authority must appoint a Chief Executive Officer on a fixed term performance based employment contract, which does not exceed five years in duration. The Authority may at the end of the contract term enter into a new contract not exceeding five years in duration with the same person.
- 4.2 In the absence of the Chief Executive Officer for any period exceeding one week, the Chief Executive Officer must appoint a suitable person as Acting Chief Executive Officer. If the Chief Executive Officer does not make or is incapable of making such an appointment a suitable person must be appointed by the Board.
- 4.3 The Authority delegates responsibility for day to day management of the Authority to the Chief Executive Officer, who will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Authority.
- 4.4 The functions of the Chief Executive Officer include:
- 4.4.1 ensuring that the decisions of the Authority are implemented in a timely and efficient manner;
  - 4.4.2 providing information to assist the Authority to assess the Authority's performance against its Strategic, Long Term Financial and Business Plans;
  - 4.4.3 appointing, managing, suspending and dismissing the other employees of the Authority;
  - 4.4.4 providing advice and reports to the Authority on the exercise and performance of its powers and functions under this Charter or any Act;
  - 4.4.5 co-ordinating and initiating proposals for consideration of the Authority including but not limited to continuing improvement of the operations of the Authority;
  - 4.4.6 ensuring that the assets and resources of the Authority are properly managed and maintained;
  - 4.4.7 ensuring that records required under the Act or any other legislation are properly kept and maintained;
  - 4.4.8 exercising, performing or discharging other powers, functions or duties conferred on the Chief Executive Officer by or under the Act or any other Act, and performing other functions lawfully directed by the Authority; and
  - 4.4.9 achieving financial outcomes in accordance with adopted plans and budgets.
- 4.5 Delegations and sub-delegations:

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<sup>1</sup> Consider if CEO and other (senior staff) of Authority should be required to submit returns.

- 4.5.1 The Chief Executive Officer may delegate or sub-delegate to an employee of the Authority or a committee comprising employees of the Authority, any power or function vested in the Chief Executive Officer. Such delegation or sub-delegation may be subject to conditions or limitations as determined by the Chief Executive Officer.
- 4.5.2 Where a power or function is delegated to an employee, the employee is responsible to the Chief Executive Officer for the efficient and effective exercise or performance of that power or function.
- 4.5.3 A written record of delegations and sub-delegations must be kept by the Chief Executive Officer at all times.

## 5. FINANCIALS

### 5.1 Budget

- 5.1.1 The Authority must before 30 April of each year prepare and submit a draft Budget to the Constituent Councils for the ensuing Financial Year in accordance with the Act and Regulations for approval by the Constituent Councils.
- 5.1.2 The Authority must adopt after 31 May and within six (6) weeks of approval of the draft Budget by both of the Constituent Councils in each year, a Budget in accordance with the Act and Regulations for the ensuing Financial Year consistent with the approval given by the Constituent Councils pursuant to Clause 5.1.1.
- 5.1.3 The Authority may in a Financial Year, after consultation with the Constituent Councils, incur spending before adoption of its budget for the year, but the spending must be provided for in the appropriate budget for the year.
- 5.1.4 The Authority must provide a copy of its adopted annual budget to the Constituent Councils within five (5) business days after the adoption of the annual budget by the Authority.
- 5.1.5 Monthly reports summarising the financial position and performance of the Authority against the annual budget must be prepared and presented to the Board at each ordinary meeting of the Board and copies provided to the Constituent Councils.
- 5.1.6 The Authority must reconsider its annual budget in accordance with the Act and Regulations ~~in a manner consistent with Regulation 9 of the Regulations between 30 September and 31 May (inclusive) in the relevant Financial Year and may with the approval of the Constituent Councils amend its annual budget for a Financial Year at any time before the year ends.~~
- 5.1.7 The contents of the annual budget must be in accordance with the Act.

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### 5.2 Financial Standards and Reporting

- 5.2.1 The Authority must ensure that the Financial Statements of the Authority for each Financial Year are audited by the Authority's auditor.

- 5.2.2 The Financial Statements must be finalised and audited in sufficient time to be included in the Annual Report to be provided to the Constituent Councils pursuant to Clause 6.3.

### 5.3 Financial Transactions

- 5.3.1 The Authority must establish and maintain a bank account with such banking facilities and at a bank to be determined by the Board.
- 5.3.2 The Board will develop and maintain appropriate policies for all financial transactions.
- 5.3.3 The Chief Executive Officer must act prudently in the handling of all financial transactions for the Authority.

### 5.4 Long Term Financial Plan

- 5.4.1 The Authority must prepare and submit to the Constituent Councils for their approval a Long Term Financial Plan covering a period of at least ten (10) years in a form which, as relevant, is consistent with Section 122 of the Act and Regulation 5 of the Regulations which must include:
- 5.4.1.1 an estimated income statement, balance sheet, statement of changes in equity and statement of cash flows with respect to the period of the Long-Term, Financial Plan presented in a manner consistent with the Model Financial Statements;
- 5.4.1.2 a summary of proposed operating and capital investment activities presented in a manner consistent with the note in the Model Financial Statements entitled *Uniform Presentation of Finances*;
- 5.4.1.3 estimates with respect to an operating surplus ratio, an asset sustainability ratio and a net financial liabilities ratio presented in a manner consistent with the note in the Model Financial Statements entitled *Financial Indicators*

All defined terms in this clause take their meaning from the Regulations.

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- 5.4.2 The Authority may at any time review the Long Term Financial Plan but must undertake a review of the Long Term Financial Plan as soon as practicable after the annual review of its Business Plan and concurrently with any review of its Strategic Plan.
- 5.4.3 In any event, the Authority must undertake a comprehensive review of its Long Term Financial Plan every four (4) years.
- 5.4.4 The Long Term Financial Plan will be taken to form part of the Authority's Strategic Plan.

## **6. MANAGEMENT FRAMEWORK**

### **6.1 Strategic Plan**

Consistent with the Long Term Financial Plan set out above, the Authority must:

- 6.1.1 prepare and adopt a Strategic Plan with a minimum operational period of ten (10) years which sets out the goals, objectives, strategies and priorities of the Authority over the period of the Strategic Plan;
- 6.1.2 submit the Strategic Plan to the Constituent Councils for their approval.

### **6.2 Business Plan**

The Authority:

- 6.2.1 must in consultation with the Constituent Councils prepare and adopt a Business Plan for a minimum three (3) year period which will continue in force for the period specified in the Business Plan or until the earlier adoption by the Authority of a new Business Plan;
- 6.2.2 must in consultation with the Constituent Councils review the Business Plan annually and following such a review the Business Plan shall continue to operate for the period for which the Business Plan was adopted pursuant to Clause 6.2.1; and
- 6.2.3 may, after consultation with the Constituent Councils amend its Business Plan at any time; and
- 6.2.4 must ensure the contents of the Business Plan is in accordance with the Act.

### **6.3 Annual Report**

- 6.3.1 The Authority must each year, produce an Annual Report summarising the activities, achievements and financial performance of the Authority for the preceding Financial Year.
- 6.3.2 The Annual Report must incorporate the audited financial statements of the Authority for the relevant Financial Year.
- 6.3.3 The Annual Report must be provided to the Constituent Councils by 31 October each year.

### **6.4 Audit**

- 6.4.1 The Authority must cause adequate and proper books of account to be kept in relation to all the affairs of the Authority and must establish and maintain effective auditing of its operations.
- 6.4.2 The Authority must appoint an Auditor in accordance with the Act on such terms and conditions as determined by the Authority.

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- 6.4.3 The audited Financial Statements of the Authority, together with the accompanying report from the Auditor, shall be submitted to both the Board and the Constituent Councils by 30 September in each year.

**6.5 Audit and Risk Management Committee**

- 6.5.1 The Board must establish an Audit and Risk Management Committee to be comprised of five (5) persons nominated by the Board and approved by the Constituent Councils.

- 6.5.2 The members of the Audit and Risk Management Committee:

6.5.2.1 must include two (2) professionally qualified officers, one of each from the staff of the Constituent Councils;

6.5.2.2 must include at least 1 person who is not a member of the Board and who is determined by the Constituent Councils to have financial experience relevant to the functions of the Audit and Risk Management Committee;

6.5.2.3 may include elected members of the Constituent Councils;

6.5.2.4 must not include the auditors of the Constituent Councils under Section 128 of the Act or the Authority's Auditor under Part 6 of the Regulations; and

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6.5.2.5 must have regard to the Regulations and the Act in performing their duties.

- 6.5.3 The term of appointment of a member of the Audit and Risk Management Committee shall be for a term not exceeding two (2) years at the expiry of which such member will be eligible for reappointment.

**6.6 Insurance and Superannuation Requirements**

- 6.6.1 The Authority shall register with the Local Government Mutual Liability Scheme and the Local Government Workers Compensation Scheme and comply with the rules of the schemes.

- 6.6.2 The Authority shall register with the Local Government Asset Mutual Fund or otherwise advise Local Government Risk Management Services of its insurance requirements relating to Local Government Special Risks including buildings, structures, vehicles and equipment under the management, care and control of the Authority.

- 6.6.3 The Authority shall register with the Local Government Superannuation Scheme and comply with the rules of the Scheme.

## **7. MISCELLANEOUS PROVISIONS**

### **7.1 Withdrawal of a Constituent Council**

The withdrawal of either Constituent Council is inconsistent with the requirements of Section 43 of the Act and will result in the Authority being wound up pursuant to Clause 7.3 and Part 2 of Schedule 2 to the Act.

### **7.2 New Members**

Subject to the provisions of the Act, and in particular to obtaining the Minister's approval a council may become a Constituent Council by agreement of both Constituent Councils and this Charter may be amended to provide for the admission of a new constituent council or councils, with or without conditions.

### **7.3 Winding-Up**

7.3.1 The Authority may be wound up in accordance with the Act and will be wound up where either Constituent Council seeks to withdraw from the Authority.

7.3.2 Should the Board request the Constituent Councils to consider winding up the Authority or should one of the Constituent Councils request the other Constituent Council(s) to consider winding up the Authority or otherwise indicate an intention to withdraw from the Authority the Council or Councils as the case may be must call a special meeting in accordance with Clause 3.11.11.

7.3.3 On a winding-up of the Authority, the surplus assets or liabilities of the Authority, as the case may be, must be distributed between or become the responsibility of the Constituent Councils in proportion to each Constituent Councils' equity in the Authority as set out in the Authority's balance sheet for the current financial year.

### **7.4 Non-derogation and Direction by Constituent Councils**

7.4.1 The establishment of the Authority does not derogate from the power of any of the Constituent Councils to act independently in relation to a matter within the jurisdiction of the Authority.

7.4.2 Provided that the Constituent Councils have all first agreed as to the action to be taken, the Constituent Councils may jointly direct and control the Authority.

7.4.3 Where the Authority is required pursuant to the Act or this Charter to obtain the approval of one or more of the Constituent Councils that approval must only be granted and must be evidenced by a resolution passed by either or each of the Constituent Councils granting such approval.

7.4.4 Unless otherwise stated in this Charter where the Authority is required to obtain the consent or approval of the Constituent Councils this means the consent or approval of both of the Constituent Councils expressed in the same or similar terms.

- 7.4.5 For the purpose of this Clause 7.4, any direction given by the Constituent Councils must be communicated by notice in writing provided to the Chief Executive Officer of the Authority together with a copy of the relevant resolutions of the Constituent Councils.

## **7.5 Review of Charter**

- 7.5.1 The Authority must review this Charter at least once in every four (4) years.
- 7.5.2 This Charter may be amended with the approval of both of the Constituent Councils.
- 7.5.3 The Chief Executive Officer must ensure that the amended Charter is published in the *Gazette* in accordance with the Act and a copy of the amended Charter provided to the Minister.
- 7.5.4 Before the Constituent Councils vote on a proposal to alter this Charter they must take into account any recommendation of the Board.

## **7.6 Disputes**

### **7.6.1 General**

- 7.6.1.1 Where a dispute arises between the Constituent Councils or between a Constituent Council and the Authority (the parties to this Charter) which relates to this Charter or the Authority, ('the Dispute') the parties will use their best endeavours to resolve the Dispute and to act at all times in good faith.

### **7.6.2 Mediation**

- 7.6.2.1 A party is not entitled to initiate arbitration or court proceedings (except proceedings seeking urgent equitable or injunctive relief) in respect of a Dispute unless it has complied with this Clause 7.6.2.
- 7.6.2.2 If the parties are unable to resolve the Dispute within thirty (30) days, the parties must refer the Dispute for mediation in accordance with the Mediation Rules of the Law Society of South Australia Incorporated, within seven (7) days of a written request by any party to the other party that the Dispute be referred for mediation, to:
- (a) a mediator agreed by the parties; or
  - (b) if the parties are unable to agree on a mediator at the time the Dispute is to be referred for mediation, a mediator nominated by the then President of the Law Society or the President's successor.
- 7.6.2.3 In the event the parties fail to refer the matter for mediation in accordance with Clause 7.6.2.2, one or more of the parties may refer the matter for mediation in accordance with the Mediation Rules of the Law Society of South

Australia Incorporated to a mediator nominated by the then President of the Law Society or the President's successor.

7.6.2.4 The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has so agreed in writing.

7.6.2.5 If mediation does not resolve the Dispute within 28 days of referral of the Dispute for mediation or such longer period agreed unanimously by the parties as evidenced by resolutions of each of the parties, any party may then refer the Dispute to Arbitration in accordance with Clause 7.6.3.

**7.6.3 Arbitration**

7.6.3.1 An arbitrator may be appointed by agreement between the parties.

7.6.3.2 Failing agreement as to an arbitrator the then Chairperson of the South Australian Chapter of the Institute of Arbitrators or his successor shall nominate an Arbitrator pursuant to these conditions.

7.6.3.3 A submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the Commercial Arbitration Act 1985 (South Australia).

7.6.3.4 Upon serving a notice of arbitration the party serving the notice shall lodge with the arbitrator a deposit by way of security for the cost of the arbitration proceedings.

7.6.3.5 Upon each submission to arbitration, the costs of and incidental to the submission and award shall be at the discretion of the arbitrator who may in his or her sole discretion determine the amount of costs, how costs are to be proportioned and by whom they are to be paid.

7.6.4 Whenever reasonably possible performance of the obligations of the parties pursuant to this Charter shall continue during the mediation or arbitration proceedings and no payment by or to a party shall be withheld on account of the mediation and arbitration proceedings.

Dated

M. PEARS, Chief Executive Officer, City of Unley

**Deleted:** J. JONES, Acting  
Chief Executive Officer, City of  
Mitcham  
R. PINCOMBE

**CENTENNIAL PARK CEMETERY AUTHORITY****REGIONAL SUBSIDIARY****CHARTER 2011****1. INTRODUCTION****1.1 Name**

The name of the subsidiary is the Centennial Park Cemetery Authority (referred to as 'the Authority' in this Charter).

**1.2 Definitions**

'the Act' means the Local Government Act 1999 and includes all regulations made thereunder;

'the Authority' means the Centennial Park Cemetery Authority;

'the Board' means the Board of Management of the Authority set out at Clause 3;

'Board Member' includes a Constituent Council Board Member and an Independent Board Member;

'Budget' means the annual budget adopted by the Authority pursuant to Clause 5.1;

'Business Plan' means the business plan adopted by the Authority pursuant to Clause 6.2;

'Centennial Park' means the Centennial Park Cemetery and its associated facilities and services;

'Chairperson' means the member of the Board appointed pursuant to Clause 3.10;

'Chief Executive Officer' means the person appointed pursuant to Clause 4.1 as the chief executive officer of the Authority;

'Constituent Councils' means those councils identified at Clause 1.4;

'Constituent Council Board Member' means a member of the Board appointed pursuant to Clause 3.4.1.1;

'Council' means a council constituted under the Act;

'Date of Withdrawal' means the date a Constituent Council's withdrawal from the Authority becomes effective pursuant to Clause 7.1.2;

'Financial Statements' has the same meaning as in the Act;

'Financial Year' means 1 July in each year to 30 June in the subsequent year;

'Independent Board Member' means a member of the Board appointed pursuant to Clause 3.4.1.2;

'Liability Guarantee Fee' means the annual fee paid to the Constituent Councils by the Authority in accordance with Clause 1.8;

'Long Term Financial Plan' means the long term financial plan prepared by the Authority and approved by the Constituent Councils pursuant to Clause 5.4;

'Minister' means the Minister for State/Local Government Relations;

'Net Assets' means total assets (current and non-current) less total liabilities (current and non-current) of the Authority as reported in the annual audited financial statements of the Authority;

'Operating Costs' means all expenses incurred in the delivery of the Authority's services;

'Regulations' means the Local Government (Financial Management) Regulations 2011;

'Selection Panel' means the Panel established pursuant to Clause 3.5;

'Strategic Plan' means the strategic plan adopted by the Authority pursuant to Clause 6.1;

'Third Party Venture' means the power to undertake a commercial project with a third party (exceeding any contract or arrangement for the supply of goods or services to the Authority) such Venture requiring the prior consent of the Constituent Councils.

### **1.3 Interpretation**

In this Charter, unless the context otherwise requires:

- 1.3.1 headings do not affect interpretation;
- 1.3.2 singular includes plural and plural includes singular;
- 1.3.3 words of one gender include any gender;
- 1.3.4 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 1.3.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.3.6 an unenforceable provision or part of a provision of this Charter may be severed, and the remainder of this Charter continues in force, unless this would materially change the intended effect of this Charter;
- 1.3.7 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- 1.3.8 a reference to a 'Clause' means a clause of this Charter.

#### **1.4 Establishment**

The Authority is a regional subsidiary established under Section 43 of the Act by the City of Mitcham and the Corporation of the City of Unley.

#### **1.5 Local Government Act 1999**

This Charter must be read in conjunction with Parts 2 and 3 of Schedule 2 to the Act. The Authority shall conduct its affairs in accordance with Parts 2 and 3 of Schedule 2 to the Act except as modified by this Charter in a manner permitted by the Act.

#### **1.6 Objects and Purposes of the Authority**

The Authority is established for the following objects and purposes:

- 1.6.1 to ensure that the assets and facilities at Centennial Park are developed, maintained and operated in a sustainable and efficient manner;
- 1.6.2 to deliver effective and sustainable service provision for the Constituent Councils, customers of Centennial Park and the community of South Australia;
- 1.6.3 to undertake the care, protection, management, operation and improvement of Centennial Park and its associated facilities and services in an efficient and effective manner;
- 1.6.4 to manage the facilities of and services at Centennial Park utilising sound business concepts;
- 1.6.5 to establish and demonstrate ethical policies and standards, in accordance with the rights of customers and industry standards;
- 1.6.6 to provide security of tenure for all interment licences at Centennial Park through sound financial and business management;
- 1.6.7 to pro-actively manage the business of Centennial Park in a competitive and changing environment;
- 1.6.8 to undertake key strategic and policy decisions for the purpose of enhancing and developing Centennial Park; and
- 1.6.9 to be financially self-sufficient.

#### **1.7 National Competition Policy**

- 1.7.1 The Authority is involved in a significant business activity as defined in the Clause 7 Statement prepared under the Competition Principles Agreement of the National Competition Policy.
- 1.7.2 The Authority will implement principles of competitive neutrality by way of annual review of its business operations in the market place and application of the relevant principle or principles where that is appropriate to do so, unless the benefits to be realised through the application of the principles of competitive neutrality outweigh the

costs associated with implementation as provided for in Part 4 of the Government Business Enterprises (Competition) Act 1996.

## **1.8 Liability Guarantee**

- 1.8.1 Pursuant to Clause 31 of Schedule 2 to the Act the liabilities incurred or assumed by the Authority are guaranteed by the Constituent Councils.
- 1.8.2 The Authority must pay an annual Liability Guarantee Fee, to each Constituent Council, on account of the guarantee under Clause 1.8.1.
- 1.8.3 Subject to Clause 1.8.4 the Liability Guarantee Fee is fixed at whichever amount is the lesser of
  - 1.8.3.1 \$195 000 to each Constituent Council for the 2010-2011 Financial Year. Each year thereafter the Liability Guarantee Fee will be increased by a percentage equivalent to CPI – All Groups Adelaide March Quarter, or
  - 1.8.3.2 2.5% of the total gross liabilities of the Authority as at 1 July of the Financial Year that the Liability Guarantee Fee is to be paid which amount will be distributed evenly between the Constituent Councils.
- 1.8.4 The Constituent Councils may in their absolute discretion unanimously agree to increase or waive or reduce the Guarantee Fee for any particular financial year(s) either on their own initiative or based on a submission by the Authority to the Constituent Councils.

## **2. FUNCTIONS, POWERS AND DUTIES OF THE AUTHORITY**

The functions powers and duties of the Authority are to be exercised in the performance and furtherance of the Authority's objects and purposes.

### **2.1 Functions**

In addition to those specified in the Act, the Authority has the following functions:

- 2.1.1 to provide, equip, operate and maintain one or more public cemetery facilities, crematoriums, mausoleums and mortuaries;
- 2.1.2 to provide, sell, lease or hire monuments, tombstones, trees, flowers and other things incidental to interment and memorialisation of cremated remains and burials;
- 2.1.3 to promote the services and facilities of Centennial Park and to carry out any business or operation the Authority considers can enhance the value and render profitable any of the facilities or services of Centennial Park;
- 2.1.4 establish other facilities and services incidental or ancillary to the establishment, operation and management of cemeteries, crematoriums, mortuaries and mausoleums; and



- 2.1.5 to promote, investigate or utilise alternative lawful methods of disposing of human remains.

## **2.2 Powers**

In addition to those specified in the Act, the Authority has the following discretionary powers:

- 2.2.1 to accumulate surplus funds for investment purposes;
- 2.2.2 to establish and maintain a reserve fund or funds clearly identified for the upkeep and/or replacement of fixed assets of the Authority or meeting any deferred liability of the Authority;
- 2.2.3 to establish and maintain a cash reserve development fund or funds clearly identified for future initiatives supported by the Strategic Plan;
- 2.2.4 to provide for an investment reserve fund clearly identified for the future upkeep obligations of the Authority and, subject to Clause 2.6 to borrow against such fund;
- 2.2.5 subject to Clause 2.6 to enter into any kind of contract or arrangement, including Third Party Ventures;
- 2.2.6 subject to Clauses 2.6 and 2.7 to purchase, sell, lease, hire, rent or otherwise acquire or dispose of any real property or interests therein, provided that it shall be a condition precedent, that the written approval of the Constituent Councils is first had and obtained;
- 2.2.7 to borrow funds and incur expenditure in accordance with Clause 2.6;
- 2.2.8 subject to Clause 2.6 to employ, engage determine conditions of employment/engagement, remunerate, remove, suspend or dismiss/terminate the Chief Executive Officer of the Authority;
- 2.2.9 subject to Clause 2.6 to employ, engage or retain professional advisers to the Authority;
- 2.2.10 to directly market the skills and expertise of its employees and its products and services for the benefit of the Authority and the Constituent Councils;
- 2.2.11 to charge whatever fees the Authority considers appropriate for services rendered to any person, body or council (other than a Constituent Council) provided that such fees charged by the Authority shall be sufficient to at least cover the cost to the Authority of providing the services;
- 2.2.12 subject to Clause 2.6 to institute, initiate and carry on legal proceedings;
- 2.2.13 to adopt and use a trading name provided that the Authority must first register the trading name with the Office of Consumer and Business Affairs in accordance with the Business Names Act 1996;

- 2.2.14 subject to Clause 2.6 to agree to undertake a project in conjunction with any council or government agency or authority and in so doing to participate in the formation of a trust, partnership or joint venture with any council or government agency or authority to give effect to the project;
- 2.2.15 to open and operate bank accounts;
- 2.2.16 to make submissions for and accept grants, subsidies and contributions to further its objects and purposes;
- 2.2.17 to invest any funds of the Authority in any investment provided that:
  - 2.2.17.1 in exercising this power of investment the Authority must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
  - 2.2.17.2 the Authority must avoid investments that are speculative or hazardous in nature;
- 2.2.18 subject to Clause 2.3 undertaking and exercising such powers and functions as specified in this Charter outside the areas of the Constituent Councils;
- 2.2.19 provided that the consent of the Constituent Councils has first been obtained to participate in a trust, including by becoming and exercising the powers of a trustee, not inconsistent with this Charter or the objects and purposes of the Authority;
- 2.2.20 to promote, investigate or utilise alternative lawful methods of disposing of human remains;
- 2.2.21 the power to do anything else necessary or convenient for or incidental to the exercise, performance or discharge of its powers, functions or duties or the attainment of its objects and purposes.

## **2.3 Duties**

The Authority has the following duties:

- 2.3.1 to exercise the functions and powers of the Authority in the performance and furtherance of the Authority's objects and purposes;
- 2.3.2 notwithstanding any other Clause or provision in this Charter to only act outside the area of the Constituent Councils with the prior approval of the Constituent Councils where approval is granted on the basis that the Constituent Councils consider it necessary or expedient to the performance of the Constituent Councils or the Authority's functions.

## **2.4 Other Powers, Functions and Duties**

The Authority may exercise such other functions, powers and duties as are delegated to or imposed on the Authority by the Constituent Councils from time to time.

## **2.5 Common Seal**

- 2.5.1 The Authority will have a common seal.
- 2.5.2 The common seal of the Authority must not be affixed to a document except to give effect to a resolution of the Board.
- 2.5.3 The affixation of the common seal of the Authority must be attested by two Board Members or the Chief Executive Officer and one (1) Board Member.
- 2.5.4 The Chief Executive Officer must maintain a register which records the resolutions of the Board giving authority to affix the common seal and details of the documents to which the common seal has been affixed with the particulars of persons who witnessed the fixing of the seal and the date that the seal was affixed.
- 2.5.5 The Authority may by instrument under common seal authorise a person to execute documents on behalf of the Authority subject to any limitations specified in the instrument of authority.

## **2.6 Borrowings and Expenditure**

- 2.6.1 The Authority has the power to incur expenditure as follows:
  - 2.6.1.1 in accordance with a budget adopted by the Authority and approved by the Constituent Councils as required by the Act or this Charter; or
  - 2.6.1.2 with the prior approval of both of the Constituent Councils; or
  - 2.6.1.3 in accordance with the Act, in respect of expenditure not contained in a budget adopted by the Authority for a purpose of genuine emergency or hardship.
- 2.6.2 Subject to Clause 2.6.3 the Authority has the power to borrow money as follows:
  - 2.6.2.1 in accordance with a budget adopted by the Authority as required by the Act or this Charter; or
  - 2.6.2.2 in respect of an overdraft facility or facilities up to a maximum amount of \$100,000; or
  - 2.6.2.3 with the prior approval of both of the Constituent Councils.
- 2.6.3 Unless otherwise approved by both of the Constituent Councils any and all borrowings (except overdraft facilities) taken out by the Authority:
  - 2.6.3.1 must be from the Local Government Financial Authority or a registered bank or financial institution within Australia; and
  - 2.6.3.2 must be drawn down within a period of 24 months from the date of approval.

## **2.7 Property**

- 2.7.1 All property held by the Authority is held by it on behalf of the Constituent Councils.
- 2.7.2 No property of the Authority may be sold, encumbered or otherwise dealt with without the prior approval of both of the Constituent Councils and the approval of the Authority by a resolution of the Board.

## **2.8 Delegation by the Authority**

- 2.8.1 The Authority may, in accordance with this Charter, and the Act by resolution, delegate to any officer of the Authority any of its powers and functions under this Charter but may not delegate:
  - 2.8.1.1 the power to borrow money or obtain any other forms of financial accommodation not contained in a budget adopted by the Authority;
  - 2.8.1.2 the power to approve expenditure of money on works, services or operations of the Authority not contained in a budget adopted by the Authority;
  - 2.8.1.3 the power to approve the reimbursement of expenses or payment of allowances to members of the Board;
  - 2.8.1.4 the power to adopt or revise a budget of the Authority;
  - 2.8.1.5 the power to adopt or revise a Business Plan, Strategic Plan or Long Term Financial Plan of the Authority;
  - 2.8.1.6 the power to adopt or revise financial estimates and reports;
  - 2.8.1.7 the power to fix, vary or revoke any fee or charge of the Authority inconsistent with those fees or charges set out at section 188(d) to (h) inclusive of the Act; and
  - 2.8.1.8 the power to make any application or recommendation to the Minister.
- 2.8.2 A delegation from the Constituent Councils is revocable at will and does not prevent the Authority from acting in a matter.
- 2.8.3 A delegation is subject to any condition or limitation imposed by resolution of both of the Constituent Councils which resolution must be in the same or similar terms.

## **3. BOARD OF MANAGEMENT**

### **3.1 Structure**

- 3.1.1 The Authority is a body corporate and is governed by the Act and this Charter.
- 3.1.2 The Board is the Authority's governing body and has the responsibility for the administration of the affairs of the Authority ensuring that the

Authority acts in accordance with this Charter and all relevant legislation including the Act.

3.1.3 All meetings of the Authority shall be meetings of the Board.

### **3.2 Role of the Board**

The Board, is responsible for the administration of the affairs of the Authority and ensuring that the Authority acts in accordance with this Charter and all relevant legislation including the Act.

### **3.3 Functions of the Board**

In addition to the functions of the Board set out in the Act, the functions of the Board include:

- 3.3.1 striving to position the Authority as the premier provider of cemetery services;
- 3.3.2 the formulation of Strategic and Business Plans in accordance with Clauses 6.1 and 6.2 and the development of strategies aimed at improving the business of Centennial Park;
- 3.3.3 providing professional input and policy direction to the Authority;
- 3.3.4 ensuring strong accountability and stewardship of the Authority;
- 3.3.5 monitoring, overseeing and measuring the performance of the Chief Executive Officer of the Authority;
- 3.3.6 ensuring that ethical behaviour and integrity is established and maintained by the Authority, the Board and Board Members in all activities undertaken by the Authority;
- 3.3.7 subject to Clause 3.11.5, ensuring that the business of the Authority is undertaken in an open and transparent manner;.
- 3.3.8 paying the Liability Guarantee Fee in accordance with Clause 1.8;
- 3.3.9 developing and adopting such policies and procedures as give effect to good governance and administrative practices;
- 3.3.10 exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons;
- 3.3.11 avoiding investments that are speculative or hazardous by nature; and
- 3.3.12 developing and giving effect to policies that reflect the Authority's responsibilities under the National Competition Policy and the Trade Practices Act (Cth) 1974 and ensuring that the Authority operates in accordance with this Charter and all relevant legislation.

### **3.4 Membership of the Board**

3.4.1 The Board shall consist of seven (7) members appointed as follows:

**3.4.1.1 Constituent Council Board Members**

Subject to Clause 3.6.4 each Constituent Council must appoint for a maximum period of two (2) years and on such other conditions as the Constituent Council may determine two (2) elected members of the Constituent Council to be Board Members and may at any time terminate or revoke one or more of those appointments and appoint one or more (as the case may be) other elected members of the Constituent Council to be a Board Member(s);

**3.4.1.2 Independent Board Members**

Subject to Clause 3.6.4 the Selection Panel must appoint for a maximum period of three (3) years, and provided that no more than one (1) Independent Board Member's term of office will conclude per calendar year and on such other conditions as the Selection Panel may determine three (3) persons to be Board Members and may at any time terminate or revoke one or more of those appointments and appoint one or more (as the case may be) other persons to be a Board Member(s).

3.4.2 Each Constituent Council must give notice in writing to the Authority of its appointment of Board Members, the term of appointment and of any termination or revocation of those appointments. A notice in writing signed by the Chief Executive Officer of the Constituent Council will be sufficient evidence of an appointment, termination or revocation of an appointment and will constitute notice as required by this Clause 3.4.2.

3.4.3 The Selection Panel must give notice in writing to the Authority of its appointment of Board Members, the term of appointment and of any termination or revocation of those appointments. A notice in writing signed by either of the Chief Executive Officers of the Constituent Councils will be sufficient evidence of an appointment, termination or revocation of an appointment and will constitute notice as required by this Clause 3.4.3.

**3.5 Selection Panel**

3.5.1 The members of the Selection Panel must be appointed in accordance with this Clause 3.5.

3.5.2 The Selection Panel is to be comprised of five (5) members being the Mayors and the Chief Executive Officers of the Constituent Councils or in the case of the Mayors a proxy elected member appointed by the Mayor or in the case of the Chief Executive Officer a proxy officer appointed by the Chief Executive Officer (where the proxy must respectively be a member or officer from the appointers council) and either a partner in an Adelaide Law Firm or a company director agreed to by the Chief Executive Officers of the Constituent Councils and engaged for the purpose - who in the opinion of the Selection Panel will add value by their abilities and experience to the effective performance of the Authority's business and management obligations.

- 3.5.3 Those members of the Selection Panel comprising the Mayors or Chief Executive Officers of the Constituent Councils will cease to hold office as a member of the Selection Panel upon ceasing to hold office as a Mayor, of a Constituent Council or ceasing to be employed as a Chief Executive Officer of a Constituent Council.
- 3.5.4 The legal member of the Selection Panel appointed pursuant to Clause 3.5.2 will hold office for two years and at the conclusion of their term of office will be eligible for reappointment.

### **3.6 Office of Board Member**

- 3.6.1 Subject to Clause 3.6.4, at the conclusion of a Constituent Council Board Member's term of office such Board Member will be eligible for re-appointment.
- 3.6.2 Subject to Clause 3.6.4, at the conclusion of an Independent Board Member's term of office such Independent Board Member will be eligible for re-appointment.
- 3.6.3 The Selection Panel must ensure when appointing an Independent Board Member and determining the term of office of an Independent Board Member that no more than one (1) Independent Board Member's term of office will conclude per calendar year.
- 3.6.4 A Board Member, including where applicable an Independent Board Member, will cease to hold office:
  - 3.6.4.1 if any of the grounds or circumstances set out in the Act as to when a Board Member's office becomes vacant arises; or
  - 3.6.4.2 in relation to a Constituent Council Board Member, immediately upon:
    - (a) the Constituent Council which appointed the Board Member terminating or revoking the Board Member's appointment;
    - (b) the Constituent Council which appointed the Board Member ceasing to be a Constituent Council;
    - (c) the Board Member ceasing to be an elected member of the Constituent Council that appointed him or her;
    - (d) the conclusion of the next periodic local government election following their appointment;
  - 3.6.4.3 in relation to an Independent Board Member immediately upon the Selection Panel terminating or revoking the Independent Board Member's appointment in the event of any behaviour of that Independent Board Member which in the opinion of the Selection Panel amounts to:
    - (a) impropriety;

- (b) serious neglect of duty in attending to the responsibilities as a Board Member;
- (c) breach of fiduciary duty to the Board;
- (d) breach of any of the legislative obligations and duties of a Board Member including the conflict of interest provisions in the Act;
- (e) breach of the duty of confidentiality to the Board and/or the Constituent Councils; or
- (f) any other behaviour which may discredit the Board, the Authority or the Constituent Councils;

3.6.4.4 upon the happening of any other event through which the Board Member would be ineligible to remain as a Board Member.

3.6.5 The Authority may, by resolution supported by at least two thirds of the Board Members currently in office (excluding the Board Member subject to this Clause and ignoring any fraction) make a recommendation to a Constituent Council that it terminate the appointment of a Constituent Council Board Member appointed by that Constituent Council, or make a recommendation to the Selection Panel that it terminate the appointment of an Independent Board Member, in the event of any behaviour of a Board Member which in the opinion of the Authority amounts to:

3.6.5.1 impropriety;

3.6.5.2 serious neglect of duty in attending to the responsibilities as a Board Member;

3.6.5.3 breach of fiduciary duty to the Authority or a Constituent Council;

3.6.5.4 breach of any of the legislative obligations and duties of a Board Member including the conflict of interest provisions in the Act;

3.6.5.5 breach of the duty of confidentiality to the Authority and/or the Constituent Councils; or

3.6.5.6 any other behaviour which may discredit the Board, the Authority or the Constituent Councils.

3.6.6 Where, for any reason, the office of a Constituent Council Board Member becomes vacant the Constituent Council which appointed the Board Member will be responsible for appointing a replacement Board Member.

3.6.7 Where, for any reason, the office of an Independent Board Member becomes vacant the Selection Panel will be responsible for appointing a replacement Board Member.



3.6.8 Where any vacancy occurs in the membership of the Board it must be filled in the same manner as the original appointment and the person appointed to fill the vacancy will be appointed for the balance of the term of the original appointment and at the expiry of that term shall be eligible for reappointment.

3.6.9 The office of a Board Member becomes vacant if the Board Member:

3.6.9.1 ceases to hold office pursuant to Clause 3.6.4;

3.6.9.2 dies;

3.6.9.3 completes a term of office and is not reappointed;

3.6.9.4 in the case of a Constituent Council Board Member, resigns by written notice provided to the Constituent Councils and the Authority;

3.6.9.5 in the case of an Independent Board Member, resigns by written notice provided to the Selection Panel and the Authority;

3.6.9.6 becomes bankrupt or applies for the benefit of a law for the relief of insolvent debtors; or

3.6.9.7 is convicted of an indictable offence punishable by imprisonment.

### **3.7 Remuneration of Board Members**

3.7.1 The Authority will pay each Board Member an annual fee as determined by the Selection Panel which must in making such a determination have regard to the Guidelines for Agencies and Board Directors published from time to time by the Department of Premier and Cabinet for Government Boards and Committees (or such publication as may succeed such Guidelines).

3.7.2 All Board Members will receive from the Authority reimbursement of expenses properly incurred in performing or discharging official functions and duties as determined by the Authority and set out in a policy adopted by the Authority for the purposes of this clause.

3.7.3 The Selection Panel will review the annual fee to be paid to the Board Members and advise the Chief Executive Officer by notice in writing signed by the Chief Executive Officers of the Constituent Councils of the outcome of the review and any alteration to such annual fees.

### **3.8 Insurance**

The Authority must take out a suitable policy of insurance insuring Board Members and their spouses or another person who may be accompanying a Board Member, against risks associated with the performance or discharge of their official functions and duties or on official business of the authority.

### **3.9 Propriety of Members of the Board**

- 3.9.1 All provisions governing the propriety and duties of elected members of a council and public officers under the Act and other South Australian legislation apply to Board Members.
- 3.9.2 Board Members will not be required to submit returns under Chapter 5, Part 4, Division 2 of the Act.
- 3.9.3 The provisions regarding conflict of interest prescribed in the Act apply to all Board Members as if they were elected members of a council and the Authority were a council.
- 3.9.4 Board Members must act in accordance with their duties of confidence and confidentiality and other legal and fiduciary duties, to the Authority at all times while acting in their capacity as a Board Member including honesty and the exercise of reasonable care and diligence as required by Part 4, Division 1, Chapter 5 of the Act and Clause 23 of Schedule 2, Part 2 of the Act.

### **3.10 Chairperson of the Board**

- 3.10.1 The Selection Panel must appoint from amongst the Independent Board Members a Chairperson for a term of up to three (3) years and on such other conditions as determined by the Selection Panel and at the conclusion of the Chairperson's term of office, the Chairperson will be eligible for reappointment.
- 3.10.2 The Chairperson will cease to hold office as Chairperson in the event:
  - 3.10.2.1 the Chairperson resigns as Chairperson; or
  - 3.10.2.2 the Chairperson ceases to be a Board Member; or
  - 3.10.2.3 the Selection Panel terminates the Chairperson's appointment as Chairperson.
- 3.10.3 In the event that the office of Chairperson becomes vacant, then the Selection Panel must appoint a new Chairperson who shall hold office for the balance of the original term or until such later date as the Selection Panel may determine.
- 3.10.4 The Chairperson must preside at all meetings of the Board and, in the event the Chairperson is absent from a meeting, the Board must appoint one of the Independent Board Members present to preside at that meeting only. In the event that there is no Independent Board Member present, the Board must appoint a Constituent Council Board Member present to preside at that meeting only.
- 3.10.5 In the event that the Chairperson is to be absent for an extended period (being a period in excess of two months), then the Selection Panel must appoint an Independent Board Member to act as Chairperson for the period of the absence of the Chairperson.

### **3.11 Proceedings of the Board**

- 3.11.1 Ordinary meetings of the Board will be held at such times and places as determined by the Board except that there must be at least one ordinary meeting of the Board every two months.
- 3.11.2 An ordinary meeting of the Board will constitute an ordinary meeting of the Authority. The Board shall administer the business of the Authority at the ordinary meeting.
- 3.11.3 For the purpose of this Clause 3.11, the contemporary linking together by telephone, audio-visual or other instantaneous means ('telecommunications meeting') of the Board Members provided that at least a quorum is present, is deemed to constitute a meeting of the Board. Each of the Board Members taking part in the telecommunications meeting, must at all times during the telecommunications meeting be able to hear and be heard by each of the other Board Members present. At the commencement of the meeting, each Board Member must announce his/her presence to all other Board Members taking part in the meeting. A Board Member must not leave a telecommunications meeting by disconnecting his/her telephone, audio-visual or other communication equipment, unless that Board Member has previously notified the Chair of the meeting.
- 3.11.4 A proposed resolution in writing and given to all Board Members in accordance with procedures determined by the Board will be a valid decision of the Board and will constitute a valid decision of the Authority where a majority of Board Members vote in favour of the resolution by signing and returning the resolution to the Chief Executive Officer or otherwise giving written notice of their consent and setting out the terms of the resolution to the Chief Executive Officer. The resolution will be deemed a resolution of the Board and will be as valid and effective as if it had been passed at a meeting of the Board duly convened and held.
- 3.11.5 Subject to Clause 3.11.6 meetings of the Board will not be open to the public unless the Board resolves otherwise.
- 3.11.6 The Chief Executive Officer and such other employees of the Authority as determined by the Chief Executive Officer may attend meetings of the Board unless the Board resolves otherwise.
- 3.11.7 The Chief Executive Officer must within one calendar month following a local government periodic election, call an ordinary meeting of the Board at which meeting the time, date and place of ordinary meetings of the Board over a period as agreed by the Board shall be determined; and
- 3.11.8 Subject to Clause 3.11.13, notice of an ordinary meeting of the Board will be given by the Chief Executive Officer to each Board Member not less than three (3) clear days prior to the holding of the meeting.
- 3.11.9 The Chief Executive Officer must, in relation to a notice of meeting of the Board for the purpose of considering the making of a recommendation to the Constituent Councils to wind up the Authority,

provide the notice to all Board Members at least four (4) months before the date of the meeting.

3.11.10 Notice of meeting of the Board must:

3.11.10.1 be in writing; and

3.11.10.2 set out the date, time and place of the meeting; and

3.11.10.3 be signed by the Chief Executive Officer; and

3.11.10.4 contain, or be accompanied by, the agenda for the meeting.

3.11.11 Any Constituent Council, the Chairperson or three (3) Board Members may by delivering a written request to the Chief Executive Officer require a special meeting of the Board to be held and any such special meeting shall constitute a special meeting of the Authority. The written request must be accompanied by the agenda for the special meeting and if an agenda is not provided the request has no effect.

3.11.12 On receipt of a written request pursuant to Clause 3.11.11, the Chief Executive Officer and Chairperson must determine the date and time of the special meeting and the Chief Executive Officer must give notice to all Board Members at least four (4) hours prior to the commencement of the special meeting.

3.11.13 The Chief Executive Officer must, insofar as is reasonably practicable:

3.11.13.1 ensure that items on an agenda given to Board Members are described with reasonable particularity and accuracy; and

3.11.13.2 supply to each Board Member at the time that notice of a meeting is given a copy of any documents or reports that are to be considered at the meeting (so far as this is practicable).

3.11.14 Notice of a meeting of the Board may be given to a Board Member:

3.11.14.1 personally; or

3.11.14.2 by delivering the notice (whether by post or otherwise) to the usual place of residence of the Board Member or to another place authorised in writing by the Board Member; or

3.11.14.3 in the case of a Constituent Council Board Member by leaving the notice for the Board Member at an appropriate place at the principal office of the Constituent Council which appointed the Board Member; or

3.11.14.4 by a means authorised in writing by the Board Member as being an available means of giving notice.

3.11.15 A notice that is not given in accordance with Clause 3.11.14 is taken to have been validly given if the Chief Executive Officer considers it

impracticable to give the notice in accordance with that Clause and takes action the Chief Executive Officer considers reasonably practicable in the circumstances to bring the notice to the attention of the Board Member.

- 3.11.16 The Chief Executive Officer must maintain a record of all notices of Board meetings given under Clause 3.11.10 to Board Members.
- 3.11.17 A meeting of the Board must not commence until a quorum of Board Members is present and a meeting must not continue if there is not a quorum of Board Members present. A quorum of Board Members will comprise one half of the Board Members in office, ignoring any fraction, plus one.
- 3.11.18 Unless otherwise required at law or by this Charter, all matters for decision at a meeting of the Board will be decided by a simple majority of the Board Members present and entitled to vote on the matter. All Board Members including the Chairperson present and entitled to vote on a matter are required to vote. All Board Members including the Chairperson are entitled to a deliberative vote and if the votes are equal the Chairperson or other Board Member presiding at the meeting does not have a second or casting vote.
- 3.11.19 All Board Members must at all times keep confidential all documents and any information provided to them for their consideration prior to a meeting of the Board.
- 3.11.20 The Executive Officer must cause minutes to be kept of the proceedings at every meeting of the Board and ensure that the minutes are presented to the next ordinary meeting of the Board for confirmation. Where the Executive Officer is absent or excluded from attendance at a meeting of the Board pursuant to Clause 3.11.5, the person presiding at the meeting shall cause the minutes to be kept.
- 3.11.21 The Executive Officer must, within five (5) days after a meeting of the Board provide to each Board Member a copy of the minutes of the meeting of the Board.
- 3.11.22 The Board must adopt a Code of Practice for Meeting Procedures to apply to the proceedings at and conduct of meetings of the Board. The Code of Practice for Meeting Procedures must not be inconsistent with the Act or this Charter.
- 3.11.23 The Code of Practice for Meeting Procedures may be reviewed by the Board at any time and must be reviewed at least once every three (3) years.
- 3.11.24 In the event of any inconsistency between this Charter and the Code of Practice for Meeting Procedures, this Charter shall prevail.
- 3.11.25 The Board may establish Committees as it considers necessary, and determine the membership and terms of reference and meeting procedures of such committees as it sees fit.

### **3.12 Board Annual Performance Review**

- 3.12.1 The Selection Panel will oversee an independent performance review of the Board to be undertaken every second year. The performance review will be conducted within two (2) calendar months of the commencement of a Financial Year in respect of the immediately preceding Financial Year and will be facilitated by an independent consultant experienced in such performance reviews on such conditions as the Selection Panel may determine.
- 3.12.2 In conducting the performance review the independent consultant will:
- 3.12.2.1 have regard to requirements of the Act and the Regulations;
  - 3.12.2.2 be provided with access to Board papers, minutes, budgets, financial results, plans and procedures;
  - 3.12.2.3 interview Board members individually or collectively;
  - 3.12.2.4 make recommendations as to the:
    - (a) workings of the Board
    - (b) replacement of individual Board members
    - (c) addition of Board members
  - 3.12.2.5 consult with Board members individually or collectively before issuing the final report.
- 3.12.3 The Selection Panel will consider the final report and act on the recommendations pursuant to Clause 3.12.1.

## **4. CHIEF EXECUTIVE OFFICER AND APPOINTMENT OF OTHER STAFF<sup>1</sup>**

- 4.1 The Authority must appoint a Chief Executive Officer on a fixed term performance based employment contract, which does not exceed five years in duration. The Authority may at the end of the contract term enter into a new contract not exceeding five years in duration with the same person.
- 4.2 In the absence of the Chief Executive Officer for any period exceeding one week, the Chief Executive Officer must appoint a suitable person as Acting Chief Executive Officer. If the Chief Executive Officer does not make or is incapable of making such an appointment a suitable person must be appointed by the Board.
- 4.3 The Authority delegates responsibility for day to day management of the Authority to the Chief Executive Officer, who will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Authority.
- 4.4 The functions of the Chief Executive Officer include:

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<sup>1</sup> Consider if CEO and other (senior staff) of Authority should be required to submit returns.

- 4.4.1 ensuring that the decisions of the Authority are implemented in a timely and efficient manner;
  - 4.4.2 providing information to assist the Authority to assess the Authority's performance against its Strategic, Long Term Financial and Business Plans;
  - 4.4.3 appointing, managing, suspending and dismissing the other employees of the Authority;
  - 4.4.4 providing advice and reports to the Authority on the exercise and performance of its powers and functions under this Charter or any Act;
  - 4.4.5 co-ordinating and initiating proposals for consideration of the Authority including but not limited to continuing improvement of the operations of the Authority;
  - 4.4.6 ensuring that the assets and resources of the Authority are properly managed and maintained;
  - 4.4.7 ensuring that records required under the Act or any other legislation are properly kept and maintained;
  - 4.4.8 exercising, performing or discharging other powers, functions or duties conferred on the Chief Executive Officer by or under the Act or any other Act, and performing other functions lawfully directed by the Authority; and
  - 4.4.9 achieving financial outcomes in accordance with adopted plans and budgets.
- 4.5 Delegations and sub-delegations:
- 4.5.1 The Chief Executive Officer may delegate or sub-delegate to an employee of the Authority or a committee comprising employees of the Authority, any power or function vested in the Chief Executive Officer. Such delegation or sub-delegation may be subject to conditions or limitations as determined by the Chief Executive Officer.
  - 4.5.2 Where a power or function is delegated to an employee, the employee is responsible to the Chief Executive Officer for the efficient and effective exercise or performance of that power or function.
  - 4.5.3 A written record of delegations and sub-delegations must be kept by the Chief Executive Officer at all times.

## **5. FINANCIALS**

### **5.1 Budget**

- 5.1.1 The Authority must before 30 April of each year prepare and submit a draft Budget to the Constituent Councils for the ensuing Financial Year in accordance with the Act and Regulations for approval by the Constituent Councils.

- 5.1.2 The Authority must adopt after 31 May and within six (6) weeks of approval of the draft Budget by both of the Constituent Councils in each year, a Budget in accordance with the Act and Regulations for the ensuing Financial Year consistent with the approval given by the Constituent Councils pursuant to Clause 5.1.1.
- 5.1.3 The Authority may in a Financial Year, after consultation with the Constituent Councils, incur spending before adoption of its budget for the year, but the spending must be provided for in the appropriate budget for the year.
- 5.1.4 The Authority must provide a copy of its adopted annual budget to the Constituent Councils within five (5) business days after the adoption of the annual budget by the Authority.
- 5.1.5 Monthly reports summarising the financial position and performance of the Authority against the annual budget must be prepared and presented to the Board at each ordinary meeting of the Board and copies provided to the Constituent Councils.
- 5.1.6 The Authority must reconsider its annual budget in accordance with the Act and Regulations in a manner consistent with Regulation 9 of the Regulations between 30 September and 31 May (inclusive) in the relevant Financial Year and may with the approval of the Constituent Councils amend its annual budget for a Financial Year at any time before the year ends.
- 5.1.7 The contents of the annual budget must be in accordance with the Act.

## **5.2 Financial Standards and Reporting**

- 5.2.1 The Authority must ensure that the Financial Statements of the Authority for each Financial Year are audited by the Authority's auditor.
- 5.2.2 The Financial Statements must be finalised and audited in sufficient time to be included in the Annual Report to be provided to the Constituent Councils pursuant to Clause 6.3.

## **5.3 Financial Transactions**

- 5.3.1 The Authority must establish and maintain a bank account with such banking facilities and at a bank to be determined by the Board.
- 5.3.2 The Board will develop and maintain appropriate policies for all financial transactions.
- 5.3.3 The Chief Executive Officer must act prudently in the handling of all financial transactions for the Authority.



## **5.4 Long Term Financial Plan**

5.4.1 The Authority must prepare and submit to the Constituent Councils for their approval a Long Term Financial Plan covering a period of at least ten (10) years in a form which, as relevant, is consistent with Section 122 of the Act and Regulation 5 of the Regulations which must include:

5.4.1.1 an estimated income statement, balance sheet, statement of changes in equity and statement of cash flows with respect to the period of the Long-Term, Financial Plan presented in a manner consistent with the Model Financial Statements;

5.4.1.2 a summary of proposed operating and capital investment activities presented in a manner consistent with the note in the Model Financial Statements entitled *Uniform Presentation of Finances*;

5.4.1.3 estimates with respect to an operating surplus ratio, an asset sustainability ratio and a net financial liabilities ratio presented in a manner consistent with the note in the Model Financial Statements entitled *Financial Indicators*

All defined terms in this clause take their meaning from the Regulations.

5.4.2 The Authority may at any time review the Long Term Financial Plan but must undertake a review of the Long Term Financial Plan as soon as practicable after the annual review of its Business Plan and concurrently with any review of its Strategic Plan.

5.4.3 In any event, the Authority must undertake a comprehensive review of its Long Term Financial Plan every four (4) years.

5.4.4 The Long Term Financial Plan will be taken to form part of the Authority's Strategic Plan.

## **6. MANAGEMENT FRAMEWORK**

### **6.1 Strategic Plan**

Consistent with the Long Term Financial Plan set out above, the Authority must:

6.1.1 prepare and adopt a Strategic Plan with a minimum operational period of ten (10) years which sets out the goals, objectives, strategies and priorities of the Authority over the period of the Strategic Plan;

6.1.2 submit the Strategic Plan to the Constituent Councils for their approval.

### **6.2 Business Plan**

The Authority:

- 6.2.1 must in consultation with the Constituent Councils prepare and adopt a Business Plan for a minimum three (3) year period which will continue in force for the period specified in the Business Plan or until the earlier adoption by the Authority of a new Business Plan;
- 6.2.2 must in consultation with the Constituent Councils review the Business Plan annually and following such a review the Business Plan shall continue to operate for the period for which the Business Plan was adopted pursuant to Clause 6.2.1; and
- 6.2.3 may, after consultation with the Constituent Councils amend its Business Plan at any time; and
- 6.2.4 must ensure the contents of the Business Plan is in accordance with the Act.

### **6.3 Annual Report**

- 6.3.1 The Authority must each year, produce an Annual Report summarising the activities, achievements and financial performance of the Authority for the preceding Financial Year.
- 6.3.2 The Annual Report must incorporate the audited financial statements of the Authority for the relevant Financial Year.
- 6.3.3 The Annual Report must be provided to the Constituent Councils by 31 October each year.

### **6.4 Audit**

- 6.4.1 The Authority must cause adequate and proper books of account to be kept in relation to all the affairs of the Authority and must establish and maintain effective auditing of its operations.
- 6.4.2 The Authority must appoint an Auditor in accordance with the Act on such terms and conditions as determined by the Authority.
- 6.4.3 The audited Financial Statements of the Authority, together with the accompanying report from the Auditor, shall be submitted to both the Board and the Constituent Councils by 30 September in each year.

### **6.5 Audit and Risk Management Committee**

- 6.5.1 The Board must establish an Audit and Risk Management Committee to be comprised of five (5) persons nominated by the Board and approved by the Constituent Councils.
- 6.5.2 The members of the Audit and Risk Management Committee:
  - 6.5.2.1 must include two (2) professionally qualified officers, one of each from the staff of the Constituent Councils;
  - 6.5.2.2 must include at least 1 person who is not a member of the Board and who is determined by the Constituent Councils to

have financial experience relevant to the functions of the Audit and Risk Management Committee;

6.5.2.3 may include elected members of the Constituent Councils;

6.5.2.4 must not include the auditors of the Constituent Councils under Section 128 of the Act or the Authority's Auditor under Part 6 of the Regulations; and

6.5.2.5 must have regard to the Regulations and the Act in performing their duties.

6.5.3 The term of appointment of a member of the Audit and Risk Management Committee shall be for a term not exceeding two (2) years at the expiry of which such member will be eligible for reappointment.

## **6.6 Insurance and Superannuation Requirements**

6.6.1 The Authority shall register with the Local Government Mutual Liability Scheme and the Local Government Workers Compensation Scheme and comply with the rules of the schemes.

6.6.2 The Authority shall register with the Local Government Asset Mutual Fund or otherwise advise Local Government Risk Management Services of its insurance requirements relating to Local Government Special Risks including buildings, structures, vehicles and equipment under the management, care and control of the Authority.

6.6.3 The Authority shall register with the Local Government Superannuation Scheme and comply with the rules of the Scheme.

## **7. MISCELLANEOUS PROVISIONS**

### **7.1 Withdrawal of a Constituent Council**

The withdrawal of either Constituent Council is inconsistent with the requirements of Section 43 of the Act and will result in the Authority being wound up pursuant to Clause 7.3 and Part 2 of Schedule 2 to the Act.

### **7.2 New Members**

Subject to the provisions of the Act, and in particular to obtaining the Minister's approval a council may become a Constituent Council by agreement of both Constituent Councils and this Charter may be amended to provide for the admission of a new constituent council or councils, with or without conditions.

### **7.3 Winding-Up**

7.3.1 The Authority may be wound up in accordance with the Act and will be wound up where either Constituent Council seeks to withdraw from the Authority.

7.3.2 Should the Board request the Constituent Councils to consider winding up the Authority or should one of the Constituent Councils

request the other Constituent Council(s) to consider winding up the Authority or otherwise indicate an intention to withdraw from the Authority the Council or Councils as the case may be must call a special meeting in accordance with Clause 3.11.11.

- 7.3.3 On a winding-up of the Authority, the surplus assets or liabilities of the Authority, as the case may be, must be distributed between or become the responsibility of the Constituent Councils in proportion to each Constituent Councils' equity in the Authority as set out in the Authority's balance sheet for the current financial year.

#### **7.4 Non-derogation and Direction by Constituent Councils**

- 7.4.1 The establishment of the Authority does not derogate from the power of any of the Constituent Councils to act independently in relation to a matter within the jurisdiction of the Authority.
- 7.4.2 Provided that the Constituent Councils have all first agreed as to the action to be taken, the Constituent Councils may jointly direct and control the Authority.
- 7.4.3 Where the Authority is required pursuant to the Act or this Charter to obtain the approval of one or more of the Constituent Councils that approval must only be granted and must be evidenced by a resolution passed by either or each of the Constituent Councils granting such approval.
- 7.4.4 Unless otherwise stated in this Charter where the Authority is required to obtain the consent or approval of the Constituent Councils this means the consent or approval of both of the Constituent Councils expressed in the same or similar terms.
- 7.4.5 For the purpose of this Clause 7.4, any direction given by the Constituent Councils must be communicated by notice in writing provided to the Chief Executive Officer of the Authority together with a copy of the relevant resolutions of the Constituent Councils.

#### **7.5 Review of Charter**

- 7.5.1 The Authority must review this Charter at least once in every four (4) years.
- 7.5.2 This Charter may be amended with the approval of both of the Constituent Councils.
- 7.5.3 The Chief Executive Officer must ensure that the amended Charter is published in the *Gazette* in accordance with the Act and a copy of the amended Charter provided to the Minister.
- 7.5.4 Before the Constituent Councils vote on a proposal to alter this Charter they must take into account any recommendation of the Board.

## **7.6 Disputes**

### **7.6.1 General**

- 7.6.1.1 Where a dispute arises between the Constituent Councils or between a Constituent Council and the Authority (the parties to this Charter) which relates to this Charter or the Authority, ('the Dispute') the parties will use their best endeavours to resolve the Dispute and to act at all times in good faith.

### **7.6.2 Mediation**

- 7.6.2.1 A party is not entitled to initiate arbitration or court proceedings (except proceedings seeking urgent equitable or injunctive relief) in respect of a Dispute unless it has complied with this Clause 7.6.2.
- 7.6.2.2 If the parties are unable to resolve the Dispute within thirty (30) days, the parties must refer the Dispute for mediation in accordance with the Mediation Rules of the Law Society of South Australia Incorporated, within seven (7) days of a written request by any party to the other party that the Dispute be referred for mediation, to:
- (a) a mediator agreed by the parties; or
  - (b) if the parties are unable to agree on a mediator at the time the Dispute is to be referred for mediation, a mediator nominated by the then President of the Law Society or the President's successor.
- 7.6.2.3 In the event the parties fail to refer the matter for mediation in accordance with Clause 7.6.2.2, one or more of the parties may refer the matter for mediation in accordance with the Mediation Rules of the Law Society of South Australia Incorporated to a mediator nominated by the then President of the Law Society or the President's successor.
- 7.6.2.4 The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has so agreed in writing.
- 7.6.2.5 If mediation does not resolve the Dispute within 28 days of referral of the Dispute for mediation or such longer period agreed unanimously by the parties as evidenced by resolutions of each of the parties, any party may then refer the Dispute to Arbitration in accordance with Clause 7.6.3.

### **7.6.3 Arbitration**

- 7.6.3.1 An arbitrator may be appointed by agreement between the parties.

- 7.6.3.2 Failing agreement as to an arbitrator the then Chairperson of the South Australian Chapter of the Institute of Arbitrators or his successor shall nominate an Arbitrator pursuant to these conditions.
  - 7.6.3.3 A submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the Commercial Arbitration Act 1985 (South Australia).
  - 7.6.3.4 Upon serving a notice of arbitration the party serving the notice shall lodge with the arbitrator a deposit by way of security for the cost of the arbitration proceedings.
  - 7.6.3.5 Upon each submission to arbitration, the costs of and incidental to the submission and award shall be at the discretion of the arbitrator who may in his or her sole discretion determine the amount of costs, how costs are to be proportioned and by whom they are to be paid.
- 7.6.4 Whenever reasonably possible performance of the obligations of the parties pursuant to this Charter shall continue during the mediation or arbitration proceedings and no payment by or to a party shall be withheld on account of the mediation and arbitration proceedings.

Dated

M. PEARS, Chief Executive Officer, City of Unley

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## **DECISION REPORT**

**REPORT TITLE:** CENTENNIAL PARK CEMETERY AUTHORITY  
- APPROVAL OF BOARD MEMBER  
CONFERENCE ATTENDANCE

**ITEM NUMBER:** 197

**DATE OF MEETING:** 25 July 2011

**AUTHOR:** VICTORIA MINENKO

**JOB TITLE:** ACTING GENERAL MANAGER CORPORATE  
SERVICES

**RESPONSIBLE OFFICER:** VICTORIA MINENKO

**JOB TITLE:** ACTING GENERAL MANAGER CORPORATE  
SERVICES

**COMMUNITY GOAL:** GOE/2 Generate an approach to all  
Council operations which maintains the  
principles of good governance such as public  
accountability, transparency, integrity,  
leadership, cooperation with other levels of  
government and social equity.

**REPRESENTORS:** NIL

**ATTACHMENTS:** NIL

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### **PURPOSE**

In accordance with the current Charter of the Centennial Park Cemetery Authority (CPCA) Section 1.8 - Powers of Authority, prior approval must be obtained from the Constituent Councils for Board Members to attend a conference. This report is seeking such approval.

### **RECOMMENDATION**

MOVED:  
SECONDED:

That:

1. The report be received
  2. The Council approve the attendance of Centennial Park Cemetery Authority Board Member Councillor David Munro at the 24th Annual Australasian Cemeteries and Crematoria Association Conference in Wellington New Zealand, in October 2011.
-

## **BACKGROUND**

In October 2011, the Australian Cemeteries and Crematoria Association (ACCA) will be holding its annual conference in Wellington, New Zealand.

The Centennial Park Cemetery Authority (CPCA) at its meeting held on Thursday 30 June 2011 resolved as follows:

*"MOVED C Campbell, SECONDED A Lapidge that the report be received; and  
That the Board approves the attendance of the Chief Executive Officer at the 24th Annual ACCA Conference in Wellington, NZ, in October 2011;  
and  
That the Board approves the attendance of Board Member D Munro at the 24th Annual ACCA Conference subject to clause 1.8.12 of the Authority Charter being complied with.*

**CARRIED"**

## **COMMUNITY ENGAGEMENT**

There is no requirement for community engagement on this matter.

## **DISCUSSION**

The CPCA Board is seeking the approval of the Constituent Councils for Mitcham Councillor David Munro to attend the 24th Annual ACCA Conference to be held in Wellington, New Zealand in October 2011.

The estimated cost of \$3 500 plus expenses for Councillor Munro's attendance will be borne by the CPCA, this figure includes airfares, accommodation, cemetery tour and conference registration plus out of pocket expenses (Attachment 1 to Item 197/11).

*Attachment 1*

## **ANALYSIS OF OPTIONS**

Option 1 - The Council approve the attendance of Centennial Park Cemetery Authority Board Member Councillor D Munro at the 24th Annual Australasian Cemeteries and Crematoria Association (ACCA) Conference in Wellington New Zealand, in October 2011.

The CPCA has followed the requirements of the CPCA Charter and is seeking the approval of the Constituent Councils for Councillor D Munro to attend the ACCA Conference in October 2011.



Option 2 - The Council does not approval the attendance of Centennial Park Cemetery Authority Board Member Councillor D Munro at the 24th Annual Australasian Cemeteries and Crematoria Association (ACCA) Conference in Wellington New Zealand, in October 2011.

### **RECOMMENDED OPTION**

Option 1 is the recommended option.

### **POLICY IMPLICATIONS**

Under the current Charter for the Centennial Park Cemetery Authority there is a specific requirement relating to Board Member travel as follows:

#### **1.8 Power of the Authority**

*The power of the Authority are those appropriate to the development and continuation of its objectives, consistent with its Strategic and Business Plans and directly related to its functions, inclusive of the following:-*

*1.8.12 undertaking research, inspecting other facilities and undertaking study tours, provided that it shall be a condition precedent that Board Members undertaking travel at the expense of the Authority must obtain the prior approval of the Constituent Councils;*

The costs associated with the attendance of Councillor D Munro to the ACCA Conference will be borne by the CPCA.

### **CONCLUSION**

In accordance with the requirements of the CPCA Charter, prior approval is being sought for Councillor D Munro to attend the 24th Annual ACCA Conference in October 2011, in Wellington New Zealand.

An early decision of Council is being sought to enable CPCA to access the early bird conference rates and airfares.

## **DECISION REPORT**

**REPORT TITLE:** DEED OF VARIATION NO 1 – COMMUNITY VISITORS SCHEME JULY 2011 TO JUNE 2013

**ITEM NUMBER:** 198

**DATE OF MEETING:** 25 July 2011

**AUTHOR:** CELINE LUYA

**JOB TITLE:** ACTING MANAGER COMMUNITY SERVICES

**RESPONSIBLE OFFICER:** PETER TSOKAS

**JOB TITLE:** GENERAL MANAGER CITY DEVELOPMENT

**COMMUNITY GOAL:** 1.4 Enhance the health and wellbeing of the community through facilitating and regulating the provision of appropriate services and facilities.  
1.9 Build partnerships with, and facilitate linkages between service providers, adjoining Councils and other spheres of Government to optimise services.

**REPRESENTOR/S:** NIL

**ATTACHMENTS:** 1. DEED OF VARIATION NO 1 – COMMUNITY VISITORS SCHEME

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### **PURPOSE**

The purpose of this report is to seek endorsement from Council to accept the *Deed of Variation No 1- Community Visitors Scheme* for continuance of the funding for the Community Visitors Scheme (CVS) program for 2011-12 and 2012-13.

### **RECOMMENDATION**

MOVED:  
SECONDED:

That:

1. The report be received.
  2. The Council accept and enter into the *Deed of Variation No 1- Community Visitors Scheme* for continuance of the funding for the Community Visitors Scheme (CVS) program for 2011-12 and 2012-13.
-

## **BACKGROUND**

The Community Visitors Scheme (CVS) is a national program funded by the Australian Government. The scheme aims to enrich the quality of life of residents in aged care homes who are isolated and lonely. CVS also helps to establish and reinforce links between residents of aged care homes and their community. The City of Unley CVS program coordinates volunteers that visit socially isolated residents of aged care homes in the City of Unley area. In the last financial year a total of 68 volunteers visited a total of 53 residents living in 14 Aged Care Facilities. The CVS program at the City of Unley is completely Commonwealth funded, there is no contribution required by council for this program.

## **COMMUNITY ENGAGEMENT**

No community engagement is required on this matter.

## **DISCUSSION**

The *Deed of Variation No 1- Community Visitors Scheme* (Attachment 1 to Item 198/11) is for continuance of the funding for the CVS program for 2011-12 and 2012-13 financial years. The total amount of funding to be received is \$112 860. There is no contribution required by council towards this program.

*Attachment 1*

The CVS volunteers have made an invaluable difference to these otherwise isolated people's lives. In many cases they are the only connection with life outside of the home for the residents. The program has been running for a number of years and has instigated excellent extra initiatives such as the Digital Photo Frame Project and the Diversional Therapist Network lunch.

The Deed of Variation stipulates some administration changes regarding reporting, financial statements and invoicing. These changes are considered by administration to be reasonable and acceptable. The changes will not cause excessive amounts of extra work, only minor process adjustments.

The Deed of Variation requires the affixing of the Common Seal of the Corporation as part of the execution of the Agreement. This means that in order for the Common Seal to be affixed, the Council needs to resolve to enter into the Agreement.

## **ANALYSIS OF OPTIONS**

Option 1 – Accept and enter into the Deed of Variation No 1- Community Visitors Scheme (Attachment 1 to item 198/11) for continuance of the funding for the Community Visitors Scheme (CVS) program for 2011-12 and 2012-13.

Accepting the funding offer and entering into the Deed of Variation will enable the City of Unley to continue to provide the CVS service to socially isolated people residing in Aged Care Homes in the City of Unley.

Option 2 – Do not accept and enter into the Deed of Variation, thereby forgoing the grant.

If Council does not endorse to accept and enter into the Deed of Variation the funding will cease and therefore the provision of CVS services will have to cease. This has major implications for the people living in Aged Care Homes in the City of Unley area.

### **RECOMMENDED OPTION**

Option 1 is the recommended option.

### **POLICY IMPLICATIONS**

The provision of CVS services for frail older people living in Aged Care Homes is consistent with the Council's Community Plan. The provision of this service meets an identified need to provide social support for people living in facilities. Additionally it is an example of working collaboratively with other levels of government. There are no financial implications in this resolution as Council does not contribute any funding towards this program. The part-time Coordinator position and the expenses related to the program are completely Commonwealth funded.

### **CONCLUSION**

This Service *Deed of Variation No 1- Community Visitors Scheme* for continuance of the funding for the Community Visitors Scheme (CVS) program for the 2011-12 and 2012-2013 financial years has been received. The Deed of Variation stipulates that funding will be \$112,860 for the 2 years and that no financial contribution from Unley Council is expected. The target group for this service are socially isolated frail older people living in Aged Care Homes in the City of Unley area.

The Deed of Variation requires the affixing of the Common Seal of the Corporation as part of the execution of the Agreement.



**Australian Government**  
**Department of Health and Ageing**

Ms Celine Luya  
Manager Community Services  
Corporation City of Unley  
PO Box 1  
UNLEY SA 5061

Dear Ms Luya

**Deed of Variation No 1 – Community Visitors Scheme**

I am pleased to advise you that Community Visitors Scheme (CVS) funding has been approved for your organisation for 2011-12 to 2012-13.

Please find attached two copies of a Deed of Variation for the CVS to extend the project period until 30 June 2013 and provide funding for the 2011-12 and 2012-13 financial years.

While the main changes to the funding agreement centre on extending the funding period and providing funding for the next two financial years, until 30 June 2013, you should note the following changes have also been introduced in the administration of the funding agreements:

- Payments will not be made until the Department receives the reports outlined in the Deed of Variation Schedule – Reporting Requirements for 2011-12 to 2012-13;
- Recipient Created Tax Invoices will no longer be produced by the Department. Organisations are now required to provide a tax invoice to the Department for payment;
- Six monthly activity reports and statements of income and expenditure are now required; and
- An audited financial statement is only required at the end of the funding agreement (i.e. 30 June 2013).

If your organisation agrees to the changes in the Deed of Variation, please arrange for both copies of the enclosed Deed to be dated and signed where indicated in accordance with your organisation's constitution.

For the 2011-12 and 2012-13 financial years you will be required to provide the associated deliverables, reports and submissions in the timeframes outlined in Item D – Reports. Item E - Funds and Invoice Requirements, lists the deliverables linked to payments that your organisation will be required to provide. Please note that a tax invoice must be provided with these deliverables to receive payment.

Please also note that the Deed of Variation will not be binding on your organisation or the Commonwealth, and no legal obligations shall arise unless and until the Commonwealth signs the Deed of Variation and returns a signed copy of the Deed to you.

I would appreciate you signing both copies of the Deed of Variation and returning both copies to:

The Assistant Director – Community Visitors Scheme  
Quality Compliance and Programs Section  
Office of Aged Care Quality and Compliance  
MDP 452  
GPO Box 9848  
CANBERRA ACT 2601

As detailed in Item D in the Schedule in the Deed of Variation, please also provide a current certificate of currency (insurance) and a correctly rendered tax invoice for the initial July 2011 payment. Please refer to the table under Item D of the attached schedule for a list of required deliverables, reports and submissions.

When received, the Deed of Variation will be signed by the departmental delegate, and one copy will be returned to you for your records.

Please note that payment will be made within 28 days of the Department receiving a correctly rendered tax invoice and a current certificate of currency (insurance).

Should you have any queries please contact Ms Susan Kean on (02) 6289 5409.

Yours sincerely



David Laffan  
Director  
Quality Compliance and Programs Section  
Quality and Monitoring Branch

30 June 2011

cc Ms Lexie Raven - Coordinator - Corporation City of Unley

FINANCIAL MANAGE (P)

Subject - C.V.S FUNDING		
Property/Street		
Application No.		
Doc. No.	4 JUL 2011	Class. INTMAGP
For Info/Action C. Laffan		
L. RAVEN L. NORTHCOFF		



**Australian Government**  
**Department of Health and Ageing**

**DEED OF VARIATION No. 1**

Between the

**COMMONWEALTH OF AUSTRALIA** ('the Commonwealth'), as represented by the  
Department of Health and Ageing ('the Department') ABN 83 605 426 759

and

**Corporation City of Unley** ABN 63 714 797 082 a body corporate incorporated under *Local Government Act 1906* having its registered office at 181 Unley Road UNLEY SA 5061  
(the 'Participant').

**RECITALS:**

- A. The parties wish to vary the agreement relating to the Community Visitors Scheme (the Scheme) dated 13 July 2010 ('the Principal Agreement').
- B. Clause 1.6 of the Principal Agreement states that no variation is binding unless it is agreed in writing between the parties.

**OPERATIVE PART:**

The parties vary the Principal Agreement as follows:

Delete the Schedule and replace with the following Schedule

## **SCHEDULE**

### **PROJECT, AIM OF PROJECT and SUBCONTRACTORS (clauses 1.1, 6 & 7)**

#### **Aim**

To contribute to enhancing the quality of life of socially or culturally isolated residents of Commonwealth Government Subsidised Aged Care homes.

#### **Objective**

To provide one-on-one volunteer visitors to residents of aged care homes who are socially or culturally isolated and whose quality of life would be enriched by companionship and friendship.

#### **Activities**

In pursuit of the above objective and in performing the project the Participant must:

- recruit and provide orientation and training to community visitors;
- match community visitors with care recipients who are socially isolated and whose quality of life would be improved by friendship and companionship;
- monitor community visitors participating in the Scheme;
- provide ongoing support to community visitors;
- prepare a service charter and a policy and procedures manual;
- ensure all community visitors sign a memorandum of understanding; and
- perform any other activities compatible with providing support to community visitors which are specifically approved by the Department's liaison officer.

The Participant must carry out these obligations in accordance with the *Community Visitors Scheme Program Guidelines* in force during the Project Period.



## **B. BUDGET (clauses 1.1 and 6)**

The maximum approved funding for the Period 1 July 2010 - 30 June 2013 for the Participant is **\$167,420.00 (GST inclusive)** to be used to carry out the project in accordance with Item A in the Schedule.

The breakdown of this funding is as follows:

### **Corporation City of Unley**

<b>Year</b>	<b>No of Vols</b>	<b>Funding per Volunteer</b>	<b>Total Funding for Volunteers</b>	<b>Police Check Funding (\$50) per Vol</b>	<b>National Working Group Member</b>	<b>Total Funding GST Inclusive</b>
2010-11	40	\$1,190.00	\$47,600.00	\$2,000.00	\$0.00	\$54,560.00
2011-12	40	\$1,220.00	\$48,800.00	\$2,000.00	\$0.00	\$55,880.00
2012-13	40	\$1,245.00	\$49,800.00	\$2,000.00	\$0.00	\$56,980.00
<b>Total Funding 2010-11 to 2012-13</b>						<b>\$167,420.00</b>

### **Use of funds**

- The costs which may be met in respect of the Community Visitors Scheme include but are not limited to the following;
- administration costs such as contributions to rental, wages, postage, telephone, electricity and office supplies;
- leasing and hiring of equipment;
- expenses for recruitment, orientation and training of Community Visitors/Co-ordinators;
- expenses for promotion of the CVS;
- reimbursement of Community Visitors out-of-pocket expenses;
- required insurance premiums and audit fees;
- claims for State and regional network meetings (1 person only);
- claims for attendance at CVS National Workshops (1 person only);
- minimal one off establishment costs e.g. basic office requirements; and
- any other itemised expenses directly related to coordinating the Scheme.

Funds may not be used for:

- ongoing/excessive establishment costs;
- underwriting organisational deficits;
- capital cost of construction;
- travel outside Australia;
- expenses related to other programs or grant monies; and
- acquisition of major equipment, e.g. vehicles.

Funds must not be used for any other purpose without the prior written approval of the Department.

**C. PROJECT PERIOD and COMPLETION DATE (clauses 1.1, 2 and 6)**

**Project Period**

The Period of the Project is from 1 July 2010 to 30 June 2013 inclusive.

**Completion Date**

The Completion Date is the date 60 days after the Commonwealth has received and accepted the Final Report in Item D Reports.

**D. REPORTS (clauses 1.1 and 11)**

The Participant must provide the following Reports to Commonwealth Liaison Officer:

- Activity Report, including a record of volunteers visits, Key Performance Information a written report as detailed in Table E; and
- Financial Reports, as detailed in Table E.

**Financial Reporting**

The Participant must provide a statement of income and expenditure as per the Reporting Requirements set out below, refer Attachment A. The statement of income and expenditure is required to record all grant funds received from the beginning of the agreement until the time the financial report has been prepared. All expenditure for the funding agreement is required to be reported from the date the agreement was signed until the time that the financial report has been prepared.

**Statement of Compliance**

A Statement of Compliance signed by the Participant (refer Attachment B). This statement must set out whether:

- the grant has been used for the purpose for which it was provided;
- the conditions included in this agreement have been met;
- a current National Criminal History Record Check (within 3 years), or equivalent, has been obtained for all existing visitors and all new visitors, prior to their commencement with the Scheme;
- no visitor commenced or continued with the Scheme if a National Criminal History Record Check disclosed that they had been convicted of an offence that precluded their involvement with the Scheme, as specified in the National Criminal History Record Checks Guidelines for the Community Visitors Scheme.

**Activity Reports**

Please provide:

- Summary of visits for each visitor using the 'Community Visitors Scheme Activity Report' template, refer Attachment C;
- written report identifying progress against program objectives including Recruitment, Turnover, Volunteer Induction and Orientation, Training, Promotional Activities, Special Events, Highlights and Good New Stories, Benefits to Residents and Benefits to Visitors, Networking and Identified difficulties (including complaints related to Residential Aged Care Services; individual visitors and the CVS), complaints related to individual visitors and the CVS Scheme; and
- Key Performance Indicators Report for the period including Volunteer Recruitment and Selection, Volunteer Training and Support, Volunteer Matching, Management, Partnerships and Reporting, refer Attachment D.

### **Audited Financial Statement**

An audited financial statement must be certified by an Auditor who is qualified to be a member of a recognised accounting body in Australia, and who is not a member or a public officer of the Participant. The audited financial statement is **only** required at the completion of the funding period (June 2013), refer Clause 11.2(c).

### **Reporting, Deliverable and Submission Requirements for 2010-11 to 2012-13**

<b>Reports, Deliverables and Submissions</b>	<b>Due Date</b>
<ul style="list-style-type: none"><li>• Current insurance (Certificate of Currency); and</li><li>• A correctly rendered tax invoice.</li></ul>	1 July 2011
<ul style="list-style-type: none"><li>• Completed Activity Report for 1 July 2010 – 30 June 2011 (12 months), refer Attachment C;</li><li>• Statement of income and expenditure from 1 July 2010- 30 June 2011 (12 months), refer Attachment A;</li><li>• Completed statement of compliance, refer Attachment B;</li><li>• An audited financial statement for 1 July 2010 – 30 June 2011 (12 months); and</li><li>• Completed Assets Register (if applicable).</li></ul>	31 October 2011 (note, no payment is attached to these deliverables as per 2010-11 requirements)
<ul style="list-style-type: none"><li>• Completed Activity Report 1 July 2011 – 30 December 2011 (6 months), refer Attachment C;</li><li>• Statement of income and expenditure 1 July 2011 – 1 January 2012 (6 months), refer Attachment A;</li><li>• Completed statement of compliance, refer Attachment B; and</li><li>• A correctly rendered tax invoice.</li></ul>	31 January 2012
<ul style="list-style-type: none"><li>• Current insurance (Certificate of Currency); and</li><li>• A correctly rendered tax invoice.</li></ul>	1 July 2012
<ul style="list-style-type: none"><li>• Completed Activity Report 1 July 2011 – 30 June 2012 (12 months), refer Attachment C;</li><li>• Statement of income and expenditure 1 July 2011 – 30 June 2012 (12 months), refer Attachment A;</li><li>• Completed statement of compliance, refer Attachment B;</li><li>• Completed Assets Register (if applicable); and</li><li>• A correctly rendered tax invoice.</li></ul>	31 July 2012

<ul style="list-style-type: none"> <li>Completed Activity Report 1 July 2012 – 30 December 2012, (6 months), refer Attachment C;</li> <li>Statement of income and expenditure 1 July 2012 – 30 December 2012 (6 months), refer Attachment A</li> <li>Completed statement of compliance, refer Attachment B; and</li> <li>A correctly rendered tax invoice.</li> </ul>	31 January 2013
<ul style="list-style-type: none"> <li>Receipt of a completed Activity Report 1 July 2011 – 30 June 2013 (24 months), refer Attachment C;</li> <li>Statement of income and expenditure for the period 1 July 2011 to 30 June 2013 (24 months), refer Attachment A;</li> <li>An audited financial statement 1 July 2011 – 30 June 2013 (24 months);</li> <li>Receipt of a completed statement of compliance, refer Attachment B; and</li> <li>Assets Register.</li> </ul>	30 June 2013

Where the grant is over \$100,000, Financial Statements must be certified by an Auditor who is qualified to be a member of a recognised accounting body in Australia, and who is not a member or public officer of the Participant.

#### **E. FUNDS AND INVOICE REQUIREMENTS (clauses 1.1, 3, 5 and 10)**

The maximum amount of Funds to be paid by the Commonwealth to the Participant is **\$167,420.00 (GST inclusive)**. Funds will be paid by the Commonwealth as per the tables below and on receipt and acceptance of the requisite deliverables:

#### **Corporation City of Unley**

#### **Deliverables and Payments 2010-11**

<b>Deliverables</b>	<b>Funding (exclusive GST)</b>	<b>GST</b>	<b>Funding Inclusive GST</b>	<b>Due Date for Milestone and Invoice</b>
2010-11 On signing of the Agreement, Recipient Created Tax Invoice generated)	\$13,900.00	\$1,390.00	\$15,290.00	1 Jul 2010
Recipient Created Tax invoice	\$11,900.00	\$1,190.00	\$13,090.00	1 Oct 2010
Recipient Created Tax Invoice	\$11,900.00	\$1,190.00	\$13,090.00	1-Jan 2011
Recipient Created Tax Invoice	\$11,900.00	\$1,190.00	\$13,090.00	1 Apr 2011

## Deliverables and Payments 2011-12 to 2012-13

<b>Payments attached to deliverables (June 2011 – June 2013)</b>	<b>Funding Inclusive GST</b>	<b>Payment date</b>
<b>Due date: 1 July 2011</b> - Current insurance (Certificate of Currency): and - A correctly rendered tax invoice.	\$37,253.33	29 July 2011
<b>Due date: 31 January 2012</b> - Completed Activity Report 1 July 2011 – 30 December 2011 (6 months), refer Attachment C; - Statement of income and expenditure 1 July 2011 – 1 January 2012 (6 months), refer Attachment A; - Completed statement of compliance, refer Attachment B; and - A correctly rendered tax invoice.	\$18,626.67	28 February 2012
<b>Due date: 1 July 2012</b> - Current insurance (Certificate of Currency): and - A correctly rendered tax invoice.	\$18,993.33	15 July 2012
<b>Due date: 31 July 2012</b> - Completed Activity Report 1 July 2011 – 30 June 2012 (12 months), refer Attachment C; - Statement of income and expenditure 1 July 2011 – 30 June 2012 (12 months), refer Attachment A; - Completed statement of compliance, refer Attachment B; - Completed Assets Register (if applicable); and - A correctly rendered tax invoice.	\$18,993.33	31 August 2012
<b>Due date: 31 January 2013</b> - Completed Activity Report 1 July 2012 – 30 December 2012 (6 months), refer Attachment C; - Statement of income and expenditure 1 July 2012 – 30 December 2012 (6 months), refer Attachment A; - Completed statement of compliance, refer Attachment B; and - A correctly rendered tax invoice.	\$14,245.00	28 February 2013
<b>Due date: 30 June 2013</b> - Receipt of a completed Activity Report 1 July 2011 – 30 June 2013 (24 months), refer Attachment C; - Statement of income and expenditure for the period 1 July 2011 - 30 June 2013 (24 months), refer Attachment A; - An audited financial statement 1 July 2011 – 30 June 2013 (24 months); - Receipt of a completed statement of compliance, refer Attachment B; and - Completed Assets Register (if applicable).	\$4,748.34	28 days from receipt of deliverables
<b>Total Funding</b>	<b>\$167,420.00</b>	

For the 2010-11 financial year, funding was allocated as quarterly instalments in advance. Funding for National Criminal History Record Checks was paid in full with the first quarterly payment. A Recipient Created Tax Invoice (RCTI) was provided within 28 days of payments.

For the 2011-12 and 2012-13 financial years funding Participants must provide a tax invoice for payment to the Department. The payment is linked to deliverables which must be received and accepted by the Department prior to the Department making a payment.

The due date for payment is 28 days after acceptance of the requisite deliverable and a correctly rendered invoice by the Commonwealth. A correctly rendered invoice is one that:

- (a) identifies the name of the Program or Project (i.e. Community Visitors Scheme);
- (b) includes the name of the Commonwealth Liaison Officer;
- (c) includes the name and address of the Department;
- (d) includes the amount of the Funds being invoiced;
- (e) 'Tax Invoice' must be on the invoice for payment;
- (f) includes Participants name;
- (g) includes Participants ABN;
- (h) must be addressed to the 'Department of Health and Ageing; and
- (i) must clearly set out the GST amount and the total amount including GST.

**F. PROJECT MATERIAL and EXISTING MATERIAL (clauses 1.1, 15 and 16.2)**

The Community Visitors Scheme Logo must be used on publications and letterhead related to the Scheme. The logo must not be used for fundraising purposes.

**Existing Material**

Nil

**G. LIAISON OFFICERS (clauses 1.1, 13 and 29)**

***Commonwealth's Liaison Officer***

The Commonwealth's Liaison Officer is the person holding, occupying or performing the duties of CVS Project Officer:

The Assistant Director – Community Visitors Scheme  
Quality Compliance and Programs Section – MDP 452  
Office of Aged Care Quality and Compliance  
Department of Health and Ageing  
GPO Box 9848  
CANBERRA ACT 2601

Email address: [cvs@health.gov.au](mailto:cvs@health.gov.au)

***Participant's Liaison Officer***

The Participant's Liaison Officer is the CVS Coordinator available at the following address:

Ms Lexie Raven  
Coordinator  
Corporation City of Unley  
181 Unley Road  
UNLEY SA 5061

Phone Number: (08) 8372 5191  
Email address: [laven@unley.sa.gov.au](mailto:laven@unley.sa.gov.au)

**H. ACKNOWLEDGEMENT (clause 16)**

Whenever the Community Visitors Scheme logo is used the Participant must acknowledge the Commonwealth's contribution to the Project in the following form:

"Community Visitors Scheme – An Australian Government Initiative".

**I. ASSETS (clauses 1.1 and 17)**

The Participant must maintain an Assets register of all capital items purchased under the grant, including a detailed description of the item, date of purchase and purchase price.

**J. INSURANCE (clauses 17.2(d) and 22)**

The Participant agrees to take out and maintain appropriate levels of the following insurances:

Public Liability – not less than \$20 million; and  
Volunteer Workers Compensation Insurance

**K. COMPLIANCE WITH LAWS AND POLICIES (clause 26)**

The Participant must carry out the project in accordance with the CVS Guidelines in force during the Project Period. This includes ensuring that National Criminal History Record Checks have been obtained for all Community Visitors.

**L. GUIDELINES AND STANDARDS (clauses 1.1 and 6)**

Fulfil all requirements as specified in the CVS Guidelines in force.

**M. SPECIFIED PERSONNEL (clauses 1.1 and 8)**

Nil

2. This Deed of Variation takes effect on and from the date it is signed by the last party to do so.

3. The Principal Agreement, as amended by this Deed of Variation, constitutes the entire agreement between the parties.

This Deed of Variation is EXECUTED as a Deed.

**SIGNED, SEALED AND DELIVERED** for and on behalf of the  
**COMMONWEALTH OF AUSTRALIA** as represented by the Department of Health  
and Ageing, ABN 83 605 426 759, on:

\_\_\_\_\_  
*Date*

by:

\_\_\_\_\_  
*Printed name of signatory*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Position of signatory*

in the presence of:

\_\_\_\_\_  
*Printed name of witness*

\_\_\_\_\_  
*Signature of witness*

**SIGNED, SEALED AND DELIVERED** for and on behalf of  
**Corporation City of Unley**, ABN 63 714 797 082 on

\_\_\_\_\_  
*Date*

by:

\_\_\_\_\_  
*Printed name of Director*

\_\_\_\_\_  
*Signature of Director*

The signatory warrants that he/she has authority to bind Corporation City of Unley in the  
presence of:

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
*Signature of witness*



## **DECISION REPORT**

**REPORT TITLE:** CEO RECRUITMENT COMMITTEE –  
DELEGATED AUTHORITY

**ITEM NUMBER:** 199

**DATE OF MEETING:** 25 July 2011

**AUTHOR:** CAROL GOWLAND

**JOB TITLE:** EXECUTIVE ASSISTANT TO THE DEPUTY  
CEO

**RESPONSIBLE OFFICER:** VICTORIA MINENKO

**JOB TITLE:** A/GENERAL MANAGER CORPORATE  
SERVICES

**COMMUNITY GOAL:** GOE/2 Generate an approach to all  
Council operations which maintains the  
principles of good governance such as public  
accountability, transparency, integrity,  
leadership, cooperation with other levels of  
government and social equity.

GOE/3 Continue to develop Council's  
financial management strategies and  
administration to ensure that optimal  
effectiveness and efficiency can be obtained to  
improve service delivery and increase  
productivity.

**REPRESENTOR/S:**

**ATTACHMENTS:** NIL

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### **PURPOSE**

The purpose of this report is to seek delegated authority from the Council to the CEO Recruitment Committee to select and appoint a Recruitment Consultant.

### **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

That:

1. The report be received.

2. The CEO Recruitment Committee be given delegated authority to select a Recruitment Consultant.
  3. A variation to the budget for an amount of \$30 000 for the process be included in the next budget review.
- 

## **BACKGROUND**

At a Special meeting of the Council held on Monday 18 July 2011, a Committee was established to undertake the recruitment of a new CEO for the City of Unley.

The CEO Recruitment Committee Terms of Reference currently does not allow the Committee any delegated authority. The purpose of this report is to obtain delegated authority for the Committee to select and engage a recruitment consultant within a budget of up to \$30 000.

## **COMMUNITY ENGAGEMENT**

No community engagement is required.

## **DISCUSSION**

With the resignation of the current CEO the Council has selected a CEO Recruitment Committee to undertake the recruitment process. This Committee has no delegated authority to appoint a recruitment consultant to undertake this process.

In order to move the process quickly, it is requested that the Council delegate authority to the CEO Recruitment Committee to allow them to appoint a recruitment consultant.

Requests for quotations have been made to six recruitment companies and it is estimated that the cost of the recruitment of the CEO will be in the vicinity of \$30 000. This amount includes the costs of advertising, the consultant's commission and other expenses. Council is also requested to make a budget variation of up to \$30 000 for the process in the next budget review.

## **ANALYSIS OF OPTIONS**

Option 1 – The CEO Recruitment Committee be given delegated authority to appoint a recruitment consultant and a budget variation of up to \$30 000 be approved.

This option will enable the process to be commenced without delay and to allow the CEO Recruitment Committee to appoint a consultant without the need to wait for the next round of Council meetings.

Option 2 – The CEO Recruitment Committee not be given delegated authority to appoint a recruitment consultant and no budget variation be approved.

This option would delay the process and without a budget variation the recruitment process could not proceed.

## **RECOMMENDED OPTION**

Option 1 is the recommended option.

## **POLICY IMPLICATIONS**

If the Council does not give delegated authority to the CEO Recruitment Committee the process will be delayed by having to wait for the next round of Council meetings or a Special Meeting of Council will need to be called.

It is estimated that the cost of the recruitment of the CEO will be in the vicinity of \$30 000. It is therefore requested that a variation to the budget be made in the next budget review.

## **CONCLUSION**

In order to allow the progression of the recruitment of the CEO, Council is requested to give delegated authority to the CEO Recruitment Committee for the appointment of a recruitment consultant.

## **INFORMATION REPORT**

<b>REPORT TITLE:</b>	END OF MONTH FINANCIAL REPORT
<b>ITEM NUMBER:</b>	200
<b>DATE OF MEETING:</b>	25 July 2011
<b>AUTHOR:</b>	LETA NORTHCOTT
<b>JOB TITLE:</b>	SENIOR ACCOUNTANT
<b>RESPONSIBLE OFFICER:</b>	CHRISTINE UMAPATHYSIVAM
<b>JOB TITLE:</b>	DEPUTY CHIEF EXECUTIVE OFFICER
<b>COMMUNITY GOAL:</b>	GOE/3 Continue to develop Council's financial management strategies and administration to ensure that optimal effectiveness and efficiency can be obtained to improve service delivery and increase productivity
<b>REPRESENTOR/S:</b>	NIL
<b>ATTACHMENTS:</b>	NIL

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## **PURPOSE**

This report provides a review of progress against budget for the period ended 30 June 2011.

## **RECOMMENDATION**

MOVED:  
SECONDED:

That:

1. The report be received.
-

## **BACKGROUND**

This report highlights the year to date preliminary budget position as at 30 June 2011.

Note that figures included in this report are preliminary for 2010-11. End of financial year processing has not been completed and the auditors have not signed off on the final figures.

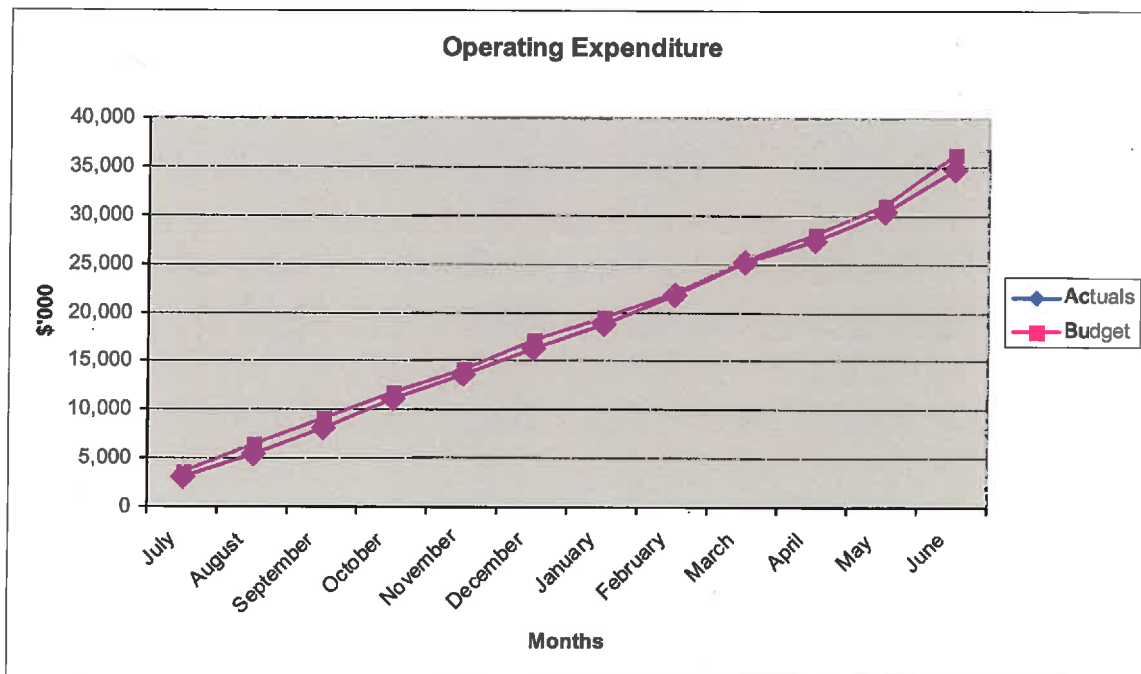
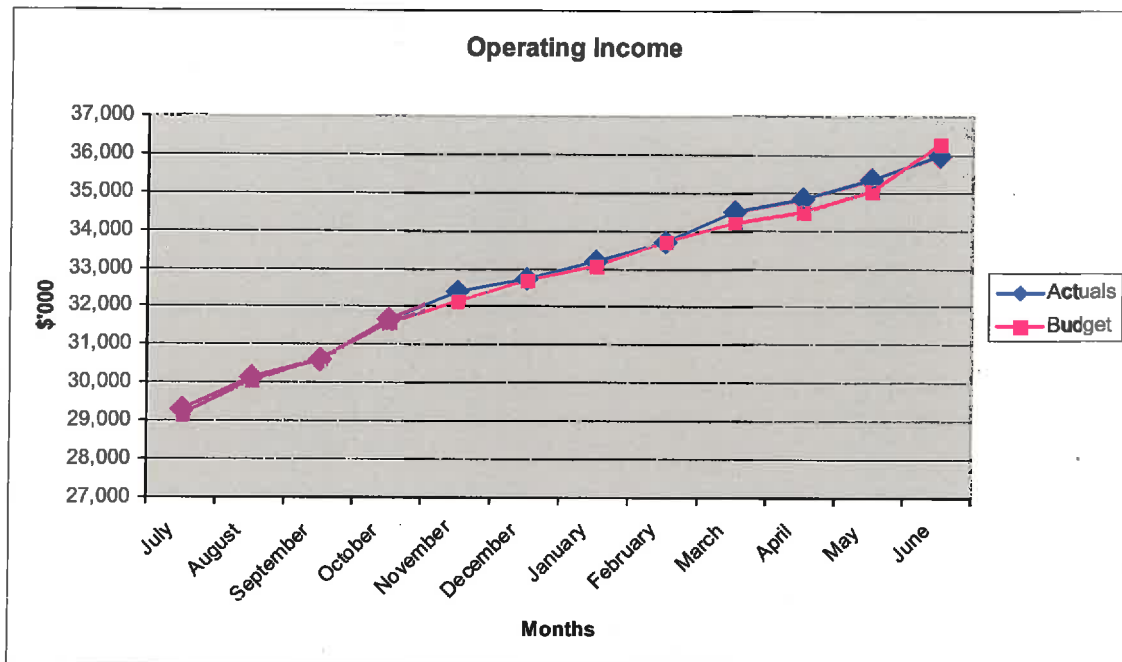
It is also for this reason that the Funding Statement and the Cash Flow Statement have not been provided at this time.

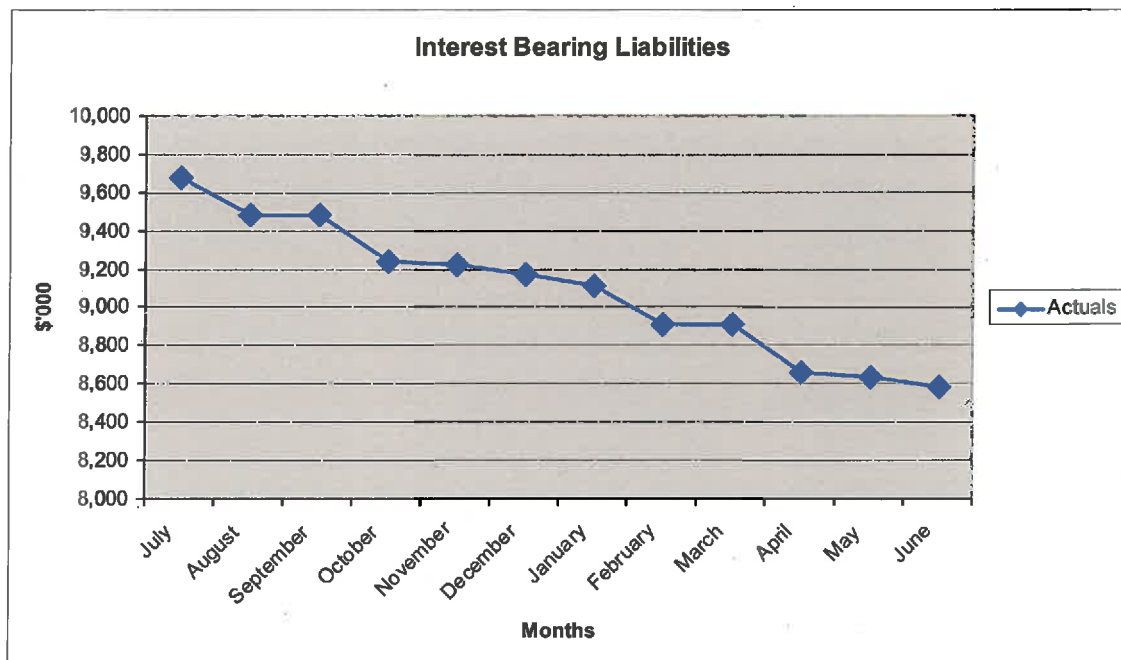
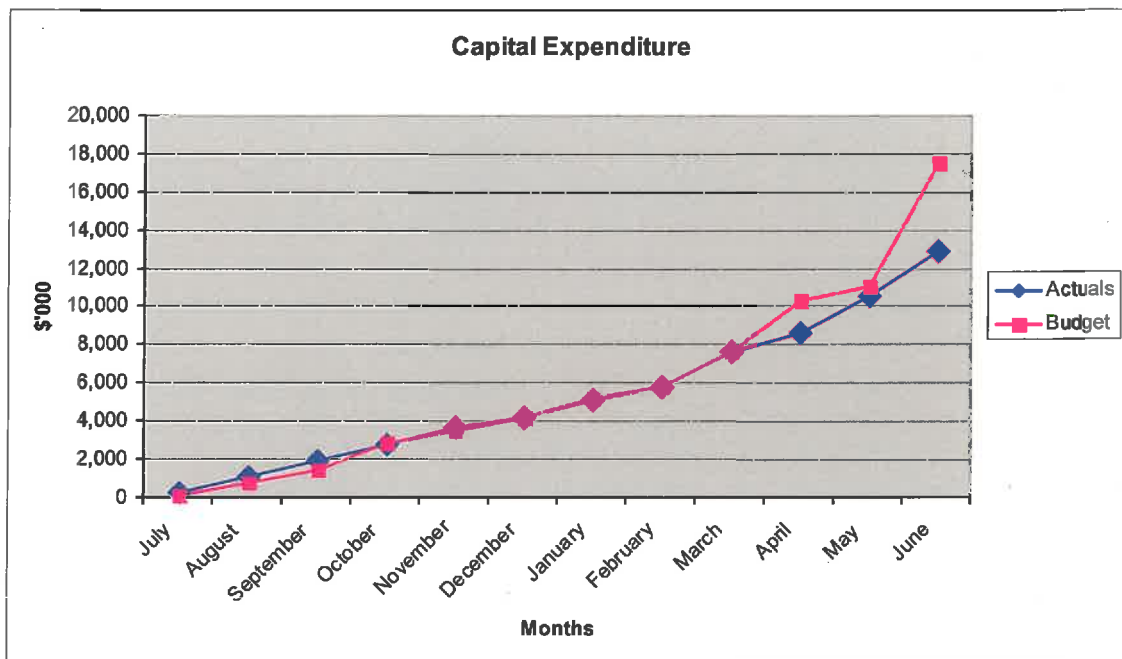
## **DISCUSSION**

All year to date variances are considered to be within tolerances at this time.

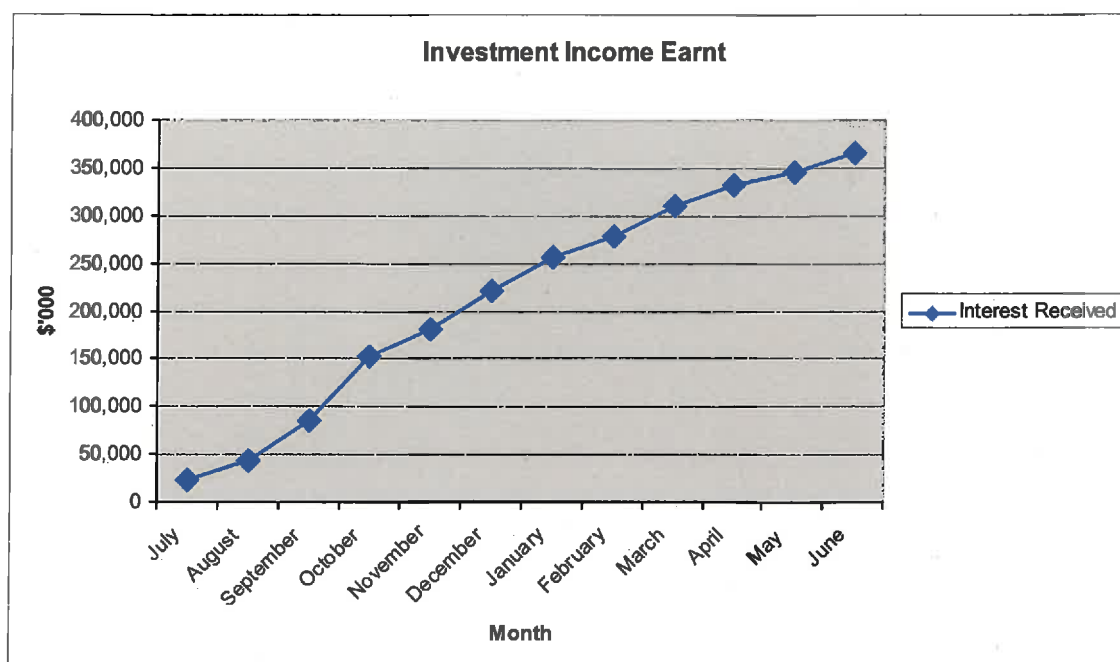
The three main financial indicators and their status are:

Indicator	YTD Actual \$'000	YTD Budget \$'000	Variance \$'000	Comment
Operating Income	\$35,972	\$35,242	\$270 Favourable	Additional income received due to reimbursement from the Courts & investment income.
Operating Expenditure	\$34,665	\$36,147	\$1,483 Favourable	Various expenditure across Council has been under spent. Year end processing has not yet been completed, so this is an estimate only at this stage.
Capital Expenditure	\$12,880	\$17,525	\$4,645 Favourable	Capital works projects not completed including Urban Green Corridor & the Federally Funded Stormwater Projects





The amount owing for interest bearing liabilities (LGFA) at the end of June was \$8,589,000



Investment income earnt was \$365,000 year to date to 30 June 2011.

Institution	Interest Rate
Reserve Bank of Australia (RBA)	4.75%
Local Government Finance Authority (LGFA)	4.75%
Bank SA (Investment Account)	5.25%



## **ITEM 201**

### **THE FOLLOWING QUESTIONS ON NOTICE HAVE BEEN RECEIVED FROM COUNCILLOR BOISVERT REGARDING REPRESENTOR'S NAMES AND ADDRESSES**

The following Questions on Notice have been received from Councillor Boisvert and the answers are provided.

## **BACKGROUND**

At the request of a resident I sort clarification from Administration about privacy, in particular about the publishing of representors names and addresses on the internet. I received the above reply and a conversation with staff indicated that all links to people's names would be severed on request. The resident has subsequently done this but on googling her name it still comes up in both the agenda and minutes for the meeting in which the item was debated. This resident is being harassed by an associate of the applicant and is now concerned for her personal safety and that of her family.

From: Donny Michel [<mailto:dmichel@unlev.sa.gov.au>]  
Sent: Friday, 15 April 2011 9:56 AM  
To: 'Cr Jennie Boisvert'  
Subject: RE: publishing names

Hi Cr Boisvert,  
Council does not have a policy on the matter. However, when adjoining neighbors are notified of an application we include a two page form for them to fill if they wish to make representation.  
Page 1 of the form includes the following notes:

- "1. Both pages MUST be completed in full and returned to the City of Unley by the closing date to be a valid representation.
2. This page (ie Page 1) will NOT be published on the internet
3. Page 1 and Page 2 may be included as attachments in the hard copy of the Development Assessment Panel agenda.
4. Please note that in accordance with Section 38(8) of the Development Act 1993, a copy of this representation (Pages 1 and 2) will be forwarded to the Applicant for consultation and response." Therefore, Page 1 which include the name and address of a representor are not published on the internet, however the full representation (both pages) are included in the hard copy of the DAP agenda.

Thank you  
Donny Michel

Could the following questions be answered please?

1. *What does severing links mean and how is it achieved?*

Answer

'Severing links' is the action of deleting an attachment so it is not available for viewing on the City of Unley website.

2. *Can the form completed with a representation have a clearly defined section where the person can indicate if they are happy for their details to be published or not?*

Answer

Representors are advised on the representation form that their contact details will not be published on the internet however their contact details may be included as a hard copy on the Development Assessment Panel (DAP) Agenda.

The Development Act and Regulations require that a representation must include the name and address of the person making the representation. Whilst the form can have a section where the person indicates if they are happy for their details to be published, in a practical sense this is not required as current practices ensure names and addresses are not published on the internet.

3. *Is it necessary to publish the name and address of the representor? ( I understand why members of the DAP need this information but not everyone else who gets a hard copy).*

Answer

As discussed above, names and addresses of representors are not published on the internet however they are included with the hard copy DAP Agendas that are provided to DAP Members, Elected Members and available to the general public at Council offices and the public gallery.

4. *Why must the names and addresses of representors be published in the Agenda?*

Answer

In order for a representation to be valid it must include names and address details. Inclusion for the complete representation with the hard copy agenda enable DAP members and the general public to determine that the representation is valid.

5. *Why must the names and addresses of representors who speak to the DAP be in the minutes?*

Answer

Only the names and not the addresses of representors are included in the DAP minutes.

The Development Act requires that accurate minutes be kept of the proceedings. The recording of names in the minutes enables an accurate and historical record to be kept of proceedings.

6. *Is it necessary to provide names and addresses of representors to the applicant, especially when the applicant is an organization rather than an individual?*

Answer

Yes. The Development Act and Regulations do not distinguish between an applicant that is an individual or an organisation.

7. *If the answer to 6 is yes then what controls are in place to ensure that the applicant does not further distribute the names and addresses. (The resident in question believes that the person who is harassing her obtained her personal details from the applicant.)*

Answer

There are no controls that Council can apply in policing this information or directing a third party not to distribute names and addresses received via this avenue.

8. *How does the Privacy Act (2001) complement or contradict Council practice?*

Answer

The Privacy Act 1988 and the Privacy (Public Sector) Regulations 2001 articulate how private information is recorded, disclosed and accessed by the public sector. This legislation and associated Acts do not regulate South Australia. (This means that Council is not legally bound to apply this Act or Regulations - however a moral obligation may exist).

Council follows what is legislatively required under the Development Act 1998, the Local Government Act 1999, the Freedom of Information Act 1991 (and others) which overrides any perceived or real moral obligation to uphold the Federal Privacy Act 1988. Therefore there can be no complement or contravening.

9. *Does Council have a Freedom of Information/ Privacy Policy?*

Answer

No there are no Council policies, but Council does have a service procedure for Freedom of Information applications.

10. *What would be the advantages/disadvantages of developing one?*

Answer

The advantages of having one overriding Privacy Policy that generally deals with public/private information in the absence of any State Legislation may include:

- Clarity of Council position
- Consistent treatment of information
- Efficient services

The disadvantages of having one overriding Privacy Policy may include:

- Limitations - the policy would only be used where no legislation currently is in place
- Constant changes to legislation would mean continual updates
- Potential for infringements and therefore liabilities/claims

## **CORRESPONDENCE**

<b>TITLE:</b>	CORRESPONDENCE
<b>ITEM NUMBER:</b>	202
<b>DATE OF MEETING:</b>	25 July 2011
<b>ATTACHMENTS:</b>	1. LETTER FROM FOCUS

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The correspondence from FOCUS dated 19 July 2011 be noted.

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F.O.C.U.S.

*Friends of the City of Unley Society*

F.O.C.U.S

Friends Of the City of Unley Society, Inc.

P.O.Box 172

FULLARTON SA 5063

Email: [info@focusonunley.org](mailto:info@focusonunley.org)Web: [www.focusonunley.org](http://www.focusonunley.org)

19/07/11

Mr Lachlan Clyne  
 Mayor  
 Unley City Council  
 PO Box 1  
 Unley  
 SA 5061

Dear Lachlan

At the last meeting of FOCUS (Friends of the City of Unley Society Inc) members requested that I write to you and Council and commend you on the great work that Council is doing with the mini parks at the street blockages on Cheltenham and Marion Street, and the Windsor Street and Charles Lane Linear parks.

Members really appreciate them with the trees and green plantings.

Yours Sincerely

*Ros Islip*

Ros Islip  
 President FOCUS  
 (08)82723007  
 Mobile 0438723001

cc Mr Ray Pincombe  
 CEO Unley City Council

Subject - <i>Friends of the City of Unley Society</i>		6
Property/Street <i>Appreciation</i>		
Application No.		
Doc. No.	<i>19 JUL 2011</i>	Class. <i>img</i>
For Info/Action <i>DK Wong</i>		

**ITEM 203**

**MOTION OF WHICH NOTICE HAS BEEN GIVEN**

Councillor Hudson has given notice of intention to move the following motion at the Council meeting to be held on Monday 25 July 2011:

That Council endorse the minor amendments made to the Centennial Park Cemetery Authority Charter by the City of Mitcham at its meeting held on Tuesday 5 July 2011 and proceed to gazettal.

**ITEM 204**  
**UNRESOLVED ITEMS**

<b>Meeting Date</b>	<b>Item</b>	<b>Status</b>
Council 27/10/08	Item 363  Notice of Motion from Councillor Hewitson re Sturt Football Club.	The question remain laid on the table.
Council 22/3/10	Item 622 (UBED Item 46  Adjourned Debate – Item 46 – Unley Business and Economic Development Committee – Glen Osmond Road Separate Rate Negotiation.	The Item lay on the table.



## **DECISION REPORT**

**REPORT TITLE:** CONFIDENTIALITY MOTION FOR ITEM 206 –  
STRATEGIC LAND ACQUISITION – DISTRICT  
CENTRE ZONE

**ITEM NUMBER:** 205

**DATE OF MEETING:** 25 July 2011

**AUTHOR:** CAROL GOWLAND

**JOB TITLE:** EXECUTIVE ASSISTANT TO THE DEPUTY  
CHIEF EXECUTIVE OFFICER

**RESPONSIBLE OFFICER:** VICTORIA MINENKO

**JOB TITLE:** ACTING GENERAL MANAGER CORPORATE  
SERVICES

**COMMUNITY GOAL:** GOE/2 Generate an approach to all Council  
operations which maintains the principles of good  
governance such as public accountability,  
transparency, integrity, leadership, cooperation  
with other levels of government and social equity.

**REPRESENTORS:** NIL

**ATTACHMENTS:** NIL

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## **PURPOSE**

To recommend that Item 206 be considered in confidence at the 25 July 2011 Council meeting and that the Minutes, Attachments and Resolutions referring to this report remain confidential until the item is revoked by the Chief Executive Officer at a future date.

## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

That:

1. Pursuant to Section 90(2) and (3)(d) of the Local Government Act 1999 the Council orders the public be excluded, with the exception of the following:

Mr R Pincombe, Chief Executive Officer  
Mr P Tsokas, General Manager City Development  
Ms M Bonnici, General Manager City Services  
Ms V Minenko, Acting General Manager Corporate Services  
Mr D Brown, Principal Policy Planner

Mr G Hayter, Colliers International  
Ms D Horton, Policy and Grants Attraction Coordinator  
Ms C Gowland, Executive Assistant to Deputy CEO

on the basis that it will receive and consider the report on Strategic Land Purchase – Clarification of Matters, and that the Council is satisfied that the meeting should be conducted in a place open to the public has been outweighed in relation to this matter because:

- (d) commercial information of a confidential nature (not being a trade secret) the disclosure of which –
  - (i) could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party; and
  - (ii) would, on balance, be contrary to the public interest.

## **DECISION REPORT**

**REPORT TITLE:** CONFIDENTIALITY MOTION TO REMAIN IN  
CONFIDENCE ITEM 206 – STRATEGIC LAND  
ACQUISITION – DISTRICT CENTRE ZONE

**ITEM NUMBER:** 207

**DATE OF MEETING:** 25 July 2011

**AUTHOR:** CAROL GOWLAND

**JOB TITLE:** EXECUTIVE ASSISTANT TO THE DEPUTY  
CHIEF EXECUTIVE OFFICER

**RESPONSIBLE OFFICER:** VICTORIA MINENKO

**JOB TITLE:** ACTING GENERAL MANAGER CORPORATE  
SERVICES

**COMMUNITY GOAL:** GOE/2 Generate an approach to all Council operations  
which maintains the principles of good governance  
such as public accountability, transparency, integrity,  
leadership, cooperation with other levels of government  
and social equity.

**REPRESENTORS:** NIL

**ATTACHMENTS:** NIL

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## **PURPOSE**

To recommend that the Report, Attachments and Minutes relating to Item 206 remain in confidence at the 25 July 2011 Council meeting until the order is revoked by the Chief Executive Officer.

## **RECOMMENDATION**

**MOVED:**  
**SECONDED:**

That:

1. The report be received.
2. Pursuant to Section 91(7) and (9) of the Local Government Act:

2.1 The

- ☒ Report
- ☒ Attachments
- ☒ Minutes

remain confidential on the basis that the information supplied could confer a commercial advantage on a third party, and

- 2.2 the report, minutes and attachments will be kept confidential until the item is revoked by the Chief Executive Officer.
- 2.3 A copy of the Report, Minutes and Attachments be provided to the Audit Committee for information.