

Council Meeting Agenda & Reports

7 August 2023

Our Vision

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

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

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

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
Norwood
Payneham
& St Peters

2 August 2023

To all Members of the Council

NOTICE OF MEETING

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

Monday 7 August 2023, commencing at 7.00pm.

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

Yours faithfully



Mario Barone
CHIEF EXECUTIVE OFFICER

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City of
**Norwood
Payneham
& St Peters**

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VENUE Council Chambers, Norwood Town Hall

HOUR

PRESENT

Council Members

Staff

APOLOGIES

ABSENT

1. **KAURNA ACKNOWLEDGEMENT**
2. **OPENING PRAYER**
3. **CONFIRMATION OF THE MINUTES OF THE SPECIAL COUNCIL MEETING HELD ON 10 JULY 2023**
4. **MAYOR'S COMMUNICATION**
5. **DELEGATES COMMUNICATION**
6. **QUESTIONS WITHOUT NOTICE**
7. **QUESTIONS WITH NOTICE**
Nil
8. **DEPUTATIONS**
Nil
9. **PETITIONS**
Nil
10. **WRITTEN NOTICES OF MOTION**

**10.1 WRITTEN NOTICE OF MOTION – WEEKLY KERBSIDE FOOD AND GARDEN ORGANICS
WASTE COLLECTION – SUBMITTED BY CR KESTER MOORHOUSE**

NOTICE OF MOTION: Weekly Kerbside Food and Garden Organics Waste Collection
SUBMITTED BY: Cr Kester Moorhouse
FILE REFERENCE: qA1039
ATTACHMENTS: A

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

NOTICE OF MOTION

That staff present a report to Council this calendar year, on the feasibility of introducing weekly kerbside food and garden organics waste collection, in line with Green Industries SA's Sustainable Kerbside Service recommendations.

REASONS IN SUPPORT OF MOTION

Green Industries SA's Sustainable Kerbside Service model (see attachment) is for weekly collection of green bins, with the collection of landfill bins and recycling bins alternating fortnightly. It includes an option for households with bin capacity issues to be offered a larger bin, or to opt-out of this new service entirely and continue to receive the current service.

The City of Holdfast Bay trialled weekly green waste collection in 2020, receiving overwhelming public support. Since then, all seven of the other East Waste member councils have either already trialled, or have committed to trialling the Sustainable Kerbside Service recommended by Green Industries, leaving only the City of Norwood Payneham & St Peters yet to make such a commitment. With all the other East Waste member councils committing to a trial, this is an opportune moment for our Council to consider the scope for co-ordinating weekly green waste collection.

Transitioning to a Sustainable Kerbside Service will help reduce landfill volumes and greenhouse gas emissions, while simultaneously increasing the production of compost. It will also help minimise financial exposure to any future solid waste levy increases.

STAFF COMMENT

PREPARED BY MANAGER, URBAN PLANNING & SUSTAINABILITY

A report as requested, can be prepared.

Attachments – Item 10.1

Attachment A

Notice of Motion Weekly Kerbside Food and Garden Organics Waste Collection

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

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City of
**Norwood
Payneham
& St Peters**

SA Better Practice Guide: Sustainable Kerbside Services

May 2023



Government of South Australia

Green Industries SA

Contents



GISA

About Green Industries SA

GISA promotes waste management practices that aim to eliminate waste or its consignment to landfill and promote innovation and business activity in the waste management, resource recovery and green industry sectors.

GISA works with and supports South Australian industry sectors and organisations to improve resource efficiency, waste management, and lean production practices as a way to reduce operating costs, boost productivity, and environmental performance.

Justin Lang

Email: justin.lang@sa.gov.au

Ph: [08] 8204 2634



Rawtec

About Rawtec Pty Ltd

Rawtec is a South Australian-based waste and resource management consultancy. The team includes specialists in waste and recycling, sustainability, engineering, economics and behaviour change.

Kat Heinrich

Email: Kat.Heinrich@rawtec.com.au

Ph: 08 8294 5571



EPA

About the EPA

The EPA is South Australia's independent environment protection regulator. We protect, restore and enhance the environment through the risk-based regulation of pollution, waste, noise and radiation.

Email: yourepa@sa.gov.au

Ph: [08] 8204 2004



LGA

About the LGA

The Local Government Association (LGA) of South Australia is a membership organisation which provides quality service and leadership relevant to the needs of member councils.

Email: lgasa@lga.sa.gov.au

Ph: [08] 8224 2000

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About the guide and toolkit

This guide and toolkit provides practical information to SA councils on introducing the Sustainable Kerbside Service.

What is the Sustainable Kerbside Service?

The Sustainable Kerbside Service provides residents with:

- weekly food and garden organics [FOGO]
- fortnightly comingled recycling
- fortnightly general waste, and
- choice and flexibility options to comply with relevant legislation.

Moving to this service model can greatly improve outcomes for councils, the communities they represent, and the environment.

Which councils is the Sustainable Kerbside Service suited to?

The Sustainable Kerbside Service is most likely to suit metropolitan councils and large regional centres with access to cost-effective organics collection and processing. The City of Holdfast Bay has successfully introduced the service with wide support from its community. Similar services have been introduced in other towns and cities across Australia, with a mix of socio-demographics.

Section 10 provides alternative models likely to suit more regional/ remote councils, which are aimed at diverting food and organic material from landfill.

What's in the guide and toolkit

Inside you will find:

- Section 2 – the rationale for changing kerbside service models
- Section 3 – more information about what the Sustainable Kerbside Service looks like and expected benefits
- Section 4 – a high-level roadmap for transitioning to the Sustainable Kerbside Service
- Section 5 – guidance on engaging with the community and other stakeholders
- Section 6 – considerations for council contracts and procurement
- Section 7 – guidance for piloting the service
- Section 8 – specific considerations for service rollout
- Section 9 – transitioning multi-unit dwellings (MUDs) and businesses
- Section 10 – alternative models to increase food recycling in regional councils
- Section 11 – ongoing implementation of Sustainable Kerbside service
- Section 12 – summary

The toolkit provides further resources including:

- A. Sample transition plan – outlining tasks, responsibilities, and timelines for each step of the transition.

- B. Cost calculator– for estimating potential costs and benefits of transitioning to the Sustainable Kerbside Service.
- C. Example communications collateral from the City of Holdfast Bay
- D. Sample FAQs – for responding to community/ stakeholder queries about the Sustainable Kerbside Service.
- E. Which Bin Resources

Who prepared the guide and toolkit?

This guide and toolkit is an initiative of Green Industries SA (GISA) in collaboration with the Local Government Association of South Australia (LGA of SA) and the SA Environment Protection Authority (EPA). It was prepared by Rawtec in consultation with the project advisory group, including representatives from: GISA, LGA of SA, EPA, the City of Holdfast Bay, East Waste, and the City of Mount Gambier.

More support

The guide and toolkit provides high-level guidance for councils. Councils should consider their own circumstances before introducing the Sustainable Kerbside Service. Please contact GISA for further information and support.

2 Why change kerbside models?

Current kerbside services in SA

Most household waste and recyclables are collected via kerbside services. All 19 metro Adelaide councils offer a 3-bin service to households, including FOGO¹, comingled recycling, and general waste [Table 1]. Half of the 49 regional SA councils offer a 3-bin service² (mostly in townships only) and the rest have a two-bin service [17 councils] or a single-bin service [7 councils].

Table 1: Standard kerbside services across Metropolitan Adelaide

	FOGO	Comingled recycling	General waste
Bin lid colour	Green	Yellow	Red/blue
Collection frequency	Fortnightly	Fortnightly	Weekly
Permitted materials	Food waste, garden organics, and certified compostable packaging	Paper, cardboard, metal, rigid plastic, and glass containers	General waste
Processing/disposal location	Composting facilities	Material Recycling Facilities	Landfill

The opportunity to divert organics from landfill

SA councils diverted 51% of material from landfill in 2020–21. Performance varies by council but typically a third of household landfill quantities is organic material. This includes food waste [28% by weight] and garden waste [5% by weight].

There is an opportunity for residents to divert more food and garden waste from landfill. Doing so will:

- reduce landfill volumes and associated greenhouse gas emissions
- increase production of compost/soil improvers for agricultural use, reducing irrigation needs and increasing farm productivity across SA
- increase soil carbon sequestration and climate resilience
- provide more employment in the circular economy
- align with state, national, and international policies, targets, and obligations [Table 2].

¹ FOGO is a term used to describe an organics service that includes both food and garden organics. Alternatively councils may refer to this as an organics or green-bin service.
² Some of these councils offer a garden organics service rather than FOGO [i.e. their service does not accept food waste]

Need for systems change

Despite access to FOGO services across metro Adelaide (and some regional areas), only 11% of food waste is recycled at kerbside state-wide. The rest is disposed in general waste bins and destined for landfill.

Small improvements in food recycling have been achieved through education programs and other initiatives. However, overall landfill diversion has only increased by 1.2% per year state-wide for the past 5 years.

The kerbside model needs to be redesigned to deliver a step change in diversion and achieve state targets.

Table 2: Relevant state, national, and international policies, targets, and obligations

State	National	International
		
<ul style="list-style-type: none"> • SA Solid Waste Levy to incentivise resource recovery • Bans on single-use plastic barrier bags from Sep 2024 [expected shops will move to compostable bags that residents can reuse as caddy liners for food recycling] • Declaration of Climate Emergency in SA <p>Targets:</p> <ul style="list-style-type: none"> • 70% kerbside landfill diversion [currently 51%] for metro Adelaide by 2025 • Zero avoidable waste to landfill by 2030 • Reduce greenhouse gas emissions by more than 50% below 2005 levels by 2030 • Achieve net zero emissions by 2050 	<ul style="list-style-type: none"> • Australia's climate targets to reduce greenhouse gas emissions by 43% below 2005 levels by 2030. • Australian Carbon Credit Units [ACCUs] source separated organic waste method, providing ACCUs for sending organics to composting and other eligible methods. <p>Targets for 2030:</p> <ul style="list-style-type: none"> • 80% average recovery rate of all streams • Halve organic waste to landfill • National bin harmonisation • Achieve a fully circular economy 	<p>Sustainable Development Goals</p> <ul style="list-style-type: none"> • Goal 11: Sustainable cities and communities • Goal 12: Responsible consumption & production • Goal 13: Climate action • Goal 15: Life on land <p>Global climate targets to reduce emissions to stay below a warming of 2 °C and preferably below 1.5 °C.</p>

3 About the Sustainable Kerbside Service

What does the Sustainable Kerbside Service look like?

Introducing the Sustainable Kerbside Service changes the default bin collection frequencies to incentivise households to recycle their food waste [Table 3].

Table 3: Sustainable Kerbside Service

Sustainable Kerbside Service	
Default collection frequency	<ul style="list-style-type: none"> Weekly: 240L FOGO Fortnightly 240L comingled recycling Fortnightly: 140L general waste
Collection schedule over a fortnight	 <p>Week 1 [380 litres]</p> <p>Week 2 [480 litres]</p>
Supporting bin services	<ul style="list-style-type: none"> Large households or households with nappies³ have option to upsize to 240L or additional general waste bin. Large households have option to upsize to a 360L comingled recycling bin. Potential for additional recycling collection over peak periods (e.g. over Christmas/ New Year when volumes of containers and packaging is high).
Option to opt out	Provide residents the option to opt out and return to the 'Old Service'. For metro Adelaide councils, the Old Service includes fortnightly FOGO, fortnightly comingled recycling, and weekly general waste collections.
Processing materials	Sending source separated organics and recyclables to their highest and best use. For example, materials collected via FOGO bins are composted and converted into soil conditioners for use in horticulture. SA has strong market demand for compost.

Collected materials are sent to their highest and best use according to the waste management hierarchy⁴ [based on options in the market]. See Figure 1.

³ Councils may set eligibility criteria for bin upsizes at their discretion. As an example, the City of Holdfast Bay said households with five people and/or children in nappies may be eligible for a bin upsize.

⁴ In line with the waste management objective [Part 2] of the Environment Protection [Waste to Resources] Policy 2010

Opt in versus opt out

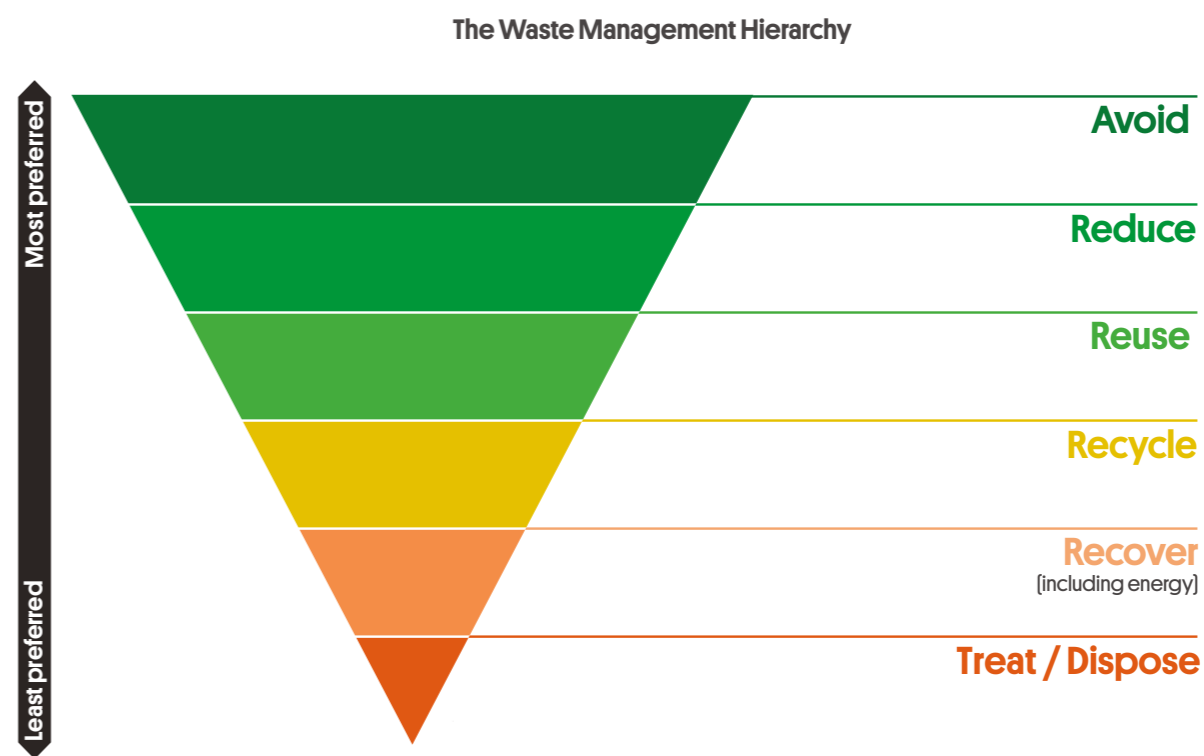
The Sustainable Kerbside Service includes the option for residents to opt out and return to the old service. For metro Adelaide councils, the old service includes fortnightly FOGO, fortnightly comingled recycling, and weekly general waste collections.

Setting the Sustainable Kerbside Service as the default service with the option for residents to opt out drives higher participation and diversion outcomes than an opt in model. The City of Holdfast Bay tested both models and found that:

- **Opt in** – only 25% opted into the Sustainable Kerbside Service
- **Opt out** – more than 75% stayed with the Sustainable Kerbside Service (default service) and the rest opted out and returned to the old service

Providing residents the option to opt out and return to the old service meets the intent of the *Environment Protection [Waste to Resources] Policy 2010* requirement for Metropolitan councils to provide a weekly general waste collection service⁵.

Figure 1: Waste Management Hierarchy



⁵ The Policy is currently under review. Contact the EPA for more information.

The benefits of moving to this model

Benefits of moving to the Sustainable Kerbside Service include:







- making food waste recycling more convenient for residents (by collecting FOGO bins on a weekly basis, and reducing room in the general waste bins)
- lowering landfill volumes
- increasing production of compost (that regenerates nature, improves soil health, reduces irrigation needs and benefits farm productivity) and/or other value-added products
- reducing greenhouse gas emissions
- councils potentially obtaining ACCUs for source separated organic waste⁶

- increasing employment and gross state product
- being fiscally responsible and mitigating against future solid waste levy increases

The scale of the benefits depends on the councils circumstances (e.g. contracts, geography, etc) and how the new model is rolled out (e.g. process for opting out, community engagement, etc).

Rawtec estimated the environmental and economic benefits of all Metropolitan Adelaide councils transitioning to Sustainable Kerbside Services (Table 4). Kerbside landfill diversion could increase by 15 percentage points (up to 66%), primarily from moving food and garden organics into the FOGO bins.⁷

Table 4: Estimated benefits if all Metropolitan Adelaide councils transitioned to Sustainable Kerbside Service

Measure	Impact on performance across Metropolitan Adelaide (baseline year – 2019/20)	
 Kerbside landfill diversion	66% (15 percentage points – pp)	▲
 Organic waste sent to landfill	65.1 kt decrease to 20.9 kt	▼
 GHG emissions change	41.8 kt decrease per year	▼
 Gross State Product (GSP)	\$23.9 million increase per year	▲
 Jobs	63 more jobs	▲
 Material recovery efficiency	Food waste: 71% (+61pp) Garden organics: 99% (+8pp) Comingled recyclables: 59% (+1pp)	▲

⁶ Councils may be eligible for ACCUs under the Source Separated Organic Waste (SSOW) method, but this will need to be determined on a case-by-case basis. Current wording on this method includes that “an increase in the frequency of bin collection of an existing activity is not eligible as an expansion waste diversion activity”. Some SA councils are considering registering a project to test whether the Clean Energy Regulator will issue ACCUs for introducing the Sustainable Kerbside Service. The outcomes of this are not known at the time of writing. Councils should consider any administrative costs of obtaining ACCUs.

⁷ SA’s diversion target for metropolitan councils is 70%. Councils transitioning to the Sustainable Kerbside Service are expected to achieve a step change in diversion. However, further household engagement/ initiatives may be needed to reach the target.





Case study: The City of Holdfast Bay's Pilot and Full Rollout of the Sustainable Kerbside Service

The City of Holdfast Bay piloted weekly FOGO, fortnightly comingled recycling, and fortnightly waste collections across 1000 households in a pilot zone in 2020–21. As a first mover in Adelaide, the council took a soft approach asking residents to opt into the pilot. Participating households received a starter pack (caddies, liners, calendar, etc). The pilot was supported by a well-planned and executed communications strategy. Around a quarter of eligible households opted into the pilot and diverted 76% of their kerbside materials.

To increase participation in the pilot, the council ran focus groups to explore options. The research found many residents were open to participating but had not opted in. More residents would participate if it were the default service (i.e. residents need to opt out if they don't want to participate). The council tested the 'opt out' model with over 300 households in four streets. Residents in the 'opt out' streets were able to return to the old service at any time – but over 75% stayed with the new service.

A survey of 196 pilot participants was undertaken in October 2021. The pilot received overwhelmingly positive feedback. Key survey findings included:

- 98% wanted to continue with the piloted weekly FOGO/fortnightly landfill collections
- 96% of residents were very satisfied or satisfied with weekly FOGO collections
- 94% of residents were very satisfied or satisfied with fortnightly landfill collections

In 2022 the council endorsed a council-wide rollout of the Sustainable Kerbside Service. The rollout was phased in over 2 months from September to November 2022. Less than a quarter of households have opted out of new service, and diversion reached nearly 70% in November 2022 (up from 59% under the old service model) largely due to increase food waste diversion.



Holdfast pilot testimonials

- *As a family of five, I thought we might struggle with fortnightly landfill collections, but in fact it has not been a problem at all. Our kids are more mindful of what rubbish goes in the red bin, and what can go in the green bin that they would normally have just tossed in the landfill. We love our weekly FOGO collections, and think everyone should jump on board with it!*
- *For us now it's the normal and I wouldn't like to go back to the old ways as I can see that it's not required*
- *It's easier than you think.*
- *At the beginning of this I thought it wouldn't work with the rubbish only be picked up fortnightly but as it gone on I found my rubbish has decreased and I'm using more compostable bags without any problems. It just a matter of thinking what goes where*
- *Great initiative, my daughter and friends are now taking part after I discussed it with them*



- *We would highly recommend households join in the FOGO program to reduce landfill. Recycling is easy. Make the most of food scraps going into green waste to be turned into compost providing nourishment to gardens.*



- *Weekly FOGO is really a no brainer – reduce household waste and encourage people to be more mindful with their rubbish. The transition has been seamless for us.*
- *Weekly green waste collection is the way to go long term. I still compost but the weekly collection of smellier waste such as chicken carcasses means I hardly use my red bin. Long may FOGO continue!*

4

Roadmap for changing kerbside services

Councils introducing the Sustainable Kerbside Service should start planning their transition at least a year before rollout. Key planning steps are summarised below and illustrated in Figure 1. Timelines are indicative and councils should consider:

- upcoming council elections [preferable to introduce new services early- to mid- term]
- budgeting cycles
- the potential for grant funding to assist with costs of service rollout and communications activities
- kerbside contracts [add extra time if the council needs to procure kerbside collection or processing services]
- completing a pilot before council-wide rollout [add 12+ months if the council wishes to pilot the service], and
- targeting a service rollout in spring or autumn. Avoid introducing new services in summer and holiday periods because they can be a challenging time for the community to transition. Introducing the service in spring or autumn will provide residents with the added benefit of more FOGO bin space when there are high volumes of garden waste.

1. Business case and transition plan

Complete at least 1 year before service rollout

Complete a business case that identifies potential costs, benefits and risks involved with the new service. Consider how this initiative links to other

council objectives [e.g. tackling climate change], the potential to obtain ACCUs and State government grant funding. Model a few options for design of the new service, such as options on levels of support/ incentives provided to the community to stick with the new service [rather than opting out]. Based on the findings, recommend a service model, and prepare a high-level transition plan. The plan should identify whether or not to pilot the service prior to full rollout. If so, add another 12+ months for running the pilot. See Section 7.

2. Sign-off by elected members

10-12 months before rollout

Transitioning to the Sustainable Kerbside Service is a strategic decision involving a significant change to a core council service that will affect all residents. Engage elected members [EMs], share the rationale for the recommended service change and transition model, and get sign-off on next steps.

3. Operational planning and procurement

8-10 months before rollout

Work closely with your kerbside collection provider to prepare for the new services. Consider logistics and contracts for collection and processing [where applicable], and additional resources needed to support the community during the transition. Procure equipment and services as needed, such as caddies, compostable liners, bins and consultancy support. See Section 6 for more guidance.

4. Develop stakeholder and community engagement plan

8-10 months before rollout

Engaging the community and other stakeholders is essential to the success of the service rollout. Develop a stakeholder and community and engagement plan. Once the plan is signed off, begin preparing communications collateral. See section 5 for more guidance.

5. Early consultation

3-6 months before rollout

This stage involves consulting with:

- Community facing council staff, such as customer service, library staff. They will be on the frontline hearing and responding to the community [see step 6]. It is important they understand the new service, the rationale for its introduction and how it will work. See Section 5 for more guidance.
- Community to let them know about the upcoming service change and provide the opportunity for them to ask questions and share any concerns/ feedback for council to consider in the service rollout. Information from engaging the community can be used to refine the rollout and communications materials.
- Champions – residents and other community members [e.g. sporting club leaders] who are passionate about sustainability and are happy to support communications on the rollout of the new service.

- Other stakeholders – them aware of the rollout. Government stakeholders include GISA, EPA and SA LGA.

6. Communications launch

1 month before rollout

Announce the new service change to the community, including what, why, when, and how. See Section 5 for more guidance.

7. Starter kits

2-3 weeks before rollout

Deliver starter kits to the community so that they have the information and materials to transition to the new service.

8. Service rollout

1-4 months

A rollout can be to all properties at same time or phased in by area or collection day over a short period. See Section 8 for more guidance.

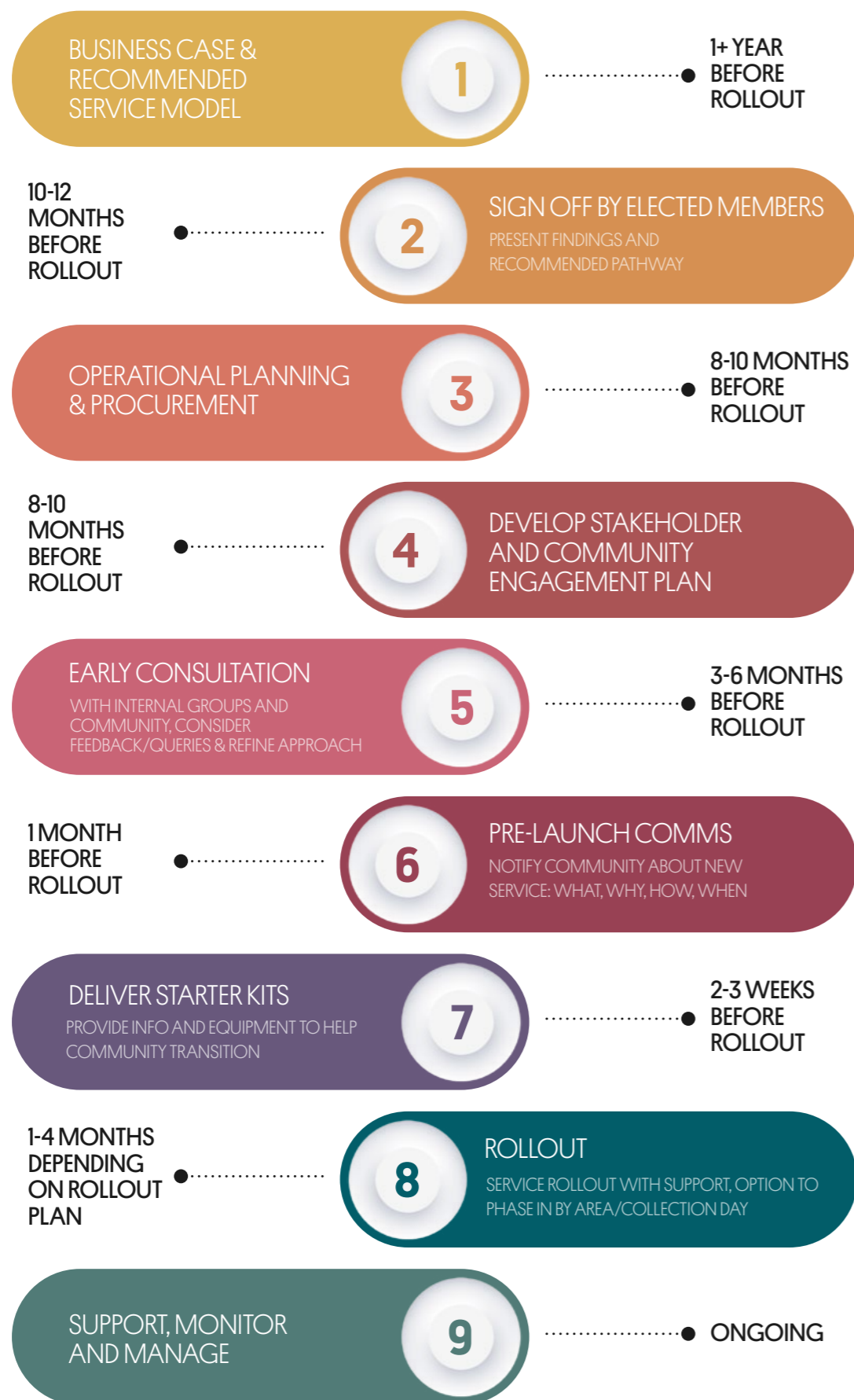
9. Support, monitor and manage

Ongoing

Provide ongoing support to the community, monitor results [e.g. through bin audits] and manage any challenges/issues as they arise.

More detailed steps are provided in report sections on stakeholder engagement, procurement, service rollout, and ongoing implementation. A full and detailed list is provided in **Toolkit A – Transition Plan**.

Figure 2: Roadmap for introducing Sustainable Kerbside Services, showing key steps and indicative timing
 NB: This excludes optional step for pilot which would add another 12 months to this process – see Section 7.



5 Stakeholder engagement

Early and ongoing stakeholder engagement is essential to community acceptance of the new service and a smooth transition. Some pitfalls to avoid include:

- not communicating the rationale and benefits of the service change to residents
- not bringing decision makers on the journey
- lack of planning
- having inadequate staff and resources to implement the plan
- being on the backfoot/reactive to media stories about the service change
- miscommunication [or a void of communication] across council staff/contractors about the service change
- sending out communications over major holiday periods when many people are away and will miss communications about the service change.

Developing a stakeholder engagement and communications plan

A well-developed and executed stakeholder engagement and communications plan can prevent many of these pitfalls. The plan should identify:

- who the council will engage
- purpose of engagement
- when to engage them
- how to engage them.

Table 5 provides a high-level guidance on potential stakeholders, purposes of engagement, timelines, and methods.

The plan must be adequately resourced. The budgeting tool [Toolkit B] provides indicative costings for communications to support a rollout. Councils should consider whether they can deliver the plan in-house, or if they require external expertise/resources.

Table 5: Stakeholder engagement – who, why, when, and how

Who	Why	When	How
Elected members	<ul style="list-style-type: none"> • Inform EMs of the findings from the business case, recommended service and transition plan • Get signoff for next steps • Educate EMs on benefits of new system, e.g. by taking them out to see a composting site • Keep EMs updated on progress and community feedback • Include EMs in pilot (if undertaking) so they have firsthand experience and can champion the service • Provide EMs with information and Q&A's so they can respond effectively to resident queries/ concerns • Consider including EMs in promotional material for the new service 	<p>Begin early, 12+ months before service rollout or before pilots [if doing]</p> <p>Engage throughout</p>	Council briefings, workshops, and meetings
Waste collection teams/contractors	<ul style="list-style-type: none"> • Inform waste collection teams and/or contractors of the planned changes to kerbside services • Identify what success looks like and how it will be measured • Obtain pricing and/or agree on price for new service [see Section 6] • Provide transition plan for input/refinement • Determine how to manage special circumstances [E.g. grace period, opt outs, etc] • Request collection teams/contractors to plan for the new kerbside services and identify any additional support/resources needed • Establish responsibility and communications lines for fast and effective resolution of issues and challenges 	<p>8-10 months before rollout [or earlier depending on kerbside contractual arrangements]</p>	Meetings, and written communication to document agreed approach
State government	<ul style="list-style-type: none"> • Inform state government [GISA and EPA] on upcoming service change, transition plan, and community engagement approach • State government to respond to queries and provide support as needed [media, ministerial, etc] 	<p>8-10 months before rollout</p>	Meetings
Community	<ul style="list-style-type: none"> • Inform the community of planned changes to kerbside services • Consider feedback/queries from community and refine approach before rolling out service 	<p>3-6 months before rollout</p>	As per council's community consultation processes, and ensuring that residents are given the opportunity to raise queries/ concerns

Who	Why	When	How
Community-facing council staff	<ul style="list-style-type: none"> Inform staff of the planned changes to the system Educate staff on benefits of new system, e.g. by taking them out to see a composting site Provide staff with information and Frequently Asked Questions [FAQs] so they can help with any resident queries/ concerns 	3-6 months before rollout	Staff briefings and training
Champions	<ul style="list-style-type: none"> Recruit residents/community members to champion the new service (including members from a range of socio-demographics) Include champions in marketing/communications materials about the service transition 	3-6 months before rollout	Direct invites
Media	<ul style="list-style-type: none"> Be prepared for handling /responding to the media Remember council minutes are publicly available Brief councillors and provide media training if needed so they can respond to media Encourage champions to engage with media stories about the new service (e.g. talkback radio) Potentially invite media to launch of new service 	3-6 months before rollout	Media releases, direct engagement
Residents	<ul style="list-style-type: none"> Pilot with a representative sample (if doing) Inform residents about the service change, the rationale, and benefits Provide residents with information and equipment (e.g. caddy, Australian-certified compostable liners, FAQs, etc) Receive feedback from residents on how they are finding the new service Provide opportunities for residents to opt out (back to the old model), upsize their bins and access support Run events to promote and/or celebrate the service transition (e.g. compost giveaway to residents) Share results from the service transition (e.g. improvements in food recycling levels), and invite residents to celebrate the success (e.g. through a celebratory event) 	Start 1-month before rollout	Various– e.g. letters, starter kit delivered to door, council website, council social media / newsletter, other media.
Building/ strata managers and local businesses	<ul style="list-style-type: none"> Consider whether to provide new service to MUDs and/or businesses (or to keep them on the old service) Where transitioning to new service, liaise with businesses and building/strata managers to inform them of upcoming changes. This may require custom communications 	Option to phase transition to after rollout with SUDs	Letters and direct communication with business or building/strata managers

Branding and communications collateral

Strong and consistent branding of the service change can:

- help residents recognise and recall messages from council about the service change (which will come to them from multiple channels)
- set a 'mood' for the change – e.g. playful, positive, ambitious.

Councils should use:

- WhichBin collateral offered by GISA at no cost (e.g. calendars, caddy stickers, caddy brochures and households waste and recycling bin guides)
- other collateral developed in consultation with GISA to communicate the benefits of the new kerbside service.

Branding should be used consistently across communications collateral, such as flyers, letters, banners, website, social media, and videos. Using WhichBin collateral provides consistent messaging statewide and reinforces messaging for residents that move between council areas.

Further resources

The toolkit provides further information and communications resources, including:

- example communications collateral from the City of Holdfast Bay
- sample FAQs – for responding to community/ stakeholder queries about the Sustainable Kerbside Service
- Which Bin resources available free of charge.

6

Contracts and procurement

What services and equipment are needed?

Councils will need a range of services and equipment to transition to the Sustainable Kerbside Service (Table 7). The best method to procure waste and recycling services depends on the size, complexity and scope of the services required. Consider what is right for your council and decide which method is best:

- Seeking quotes — involves requesting quotes from one or more service providers (e.g. for kitchen caddies, bins).
- Competitive tender — usually an open, publicly advertised (but may also be a selective) invitation that invites suppliers to offer, at their best price, services to meet the particular requirement.

Competitive tendering is often used for procuring kerbside collection and processing/disposal services. Competitive tendering will usually return the best result for the council. Refer to your council's procurement framework for rules on approaching the market. For example, some councils may mandate a competitive tender for services valued above a certain threshold. Tendering both the current services and the Sustainable Kerbside Services at the same time will enable the business case to be assessed for the transition.

Table 7: Potential procurement needs – what, how, when

	Kerbside Services	Equipment and materials	Other services
What	<ul style="list-style-type: none"> <input type="checkbox"/> Weekly FOGO collection and processing <input type="checkbox"/> Fortnightly comingled recycling collection and processing <input type="checkbox"/> Fortnightly landfill collection and disposal <input type="checkbox"/> Kerbside services for those who return to Old Service <input type="checkbox"/> Option for additional collections over Christmas 	<ul style="list-style-type: none"> <input type="checkbox"/> Bins (standard and upsize) <input type="checkbox"/> Starter kits (inc. caddies, liners, collection calendar, information) <input type="checkbox"/> Letters, flyers, website, and other communications materials <input type="checkbox"/> Bin stickers (or another way to identify opt-outs/ins) <input type="checkbox"/> Compost (to giveaway to residents at event[s] as part of education) 	<ul style="list-style-type: none"> <input type="checkbox"/> Waste consultancy support <input type="checkbox"/> Bin audits <input type="checkbox"/> Market research (e.g. focus groups, community surveys) <input type="checkbox"/> Communications /marketing specialist support <input type="checkbox"/> Customer service support
When	Begin procurement 12-18 months before rollout.	Begin procurement 3-6 months before new kerbside service rollout.	Begin procurement 1-3 months before services are needed
How	Put new kerbside services out to the market for a competitive tender. If service transition takes place within the council's contract term, then negotiate with your service provider.	Seek quotes from 2-3 providers	Seek quotes from 2-3 providers

What to consider when procuring kerbside services?

When procuring kerbside services:

- Request pricing for different kerbside options, including the council's current kerbside services model and the Sustainable Kerbside Service. This will allow council to compare costs of the two service models.
- Ask for pricing be broken up into 2 components: cost per lift (inclusive of all costs excluding processing/disposal) and a cost per tonne (for processing/disposal cost). This will provide greater transparency on how costs are made up.
- Specify assumptions the contractor should use when providing their pricing. For example, specify a 30% 'opt out' rate (residents choosing the old service model). This will allow council to compare like with like. Request contractors to nominate how their lift rates would change at different opt out rates (e.g. 10%, 20%, 30%, 40%).
- Specify data collection and reporting requirements, such as bin audits, and weighbridge data.
- Specify that trucks must have in-truck camera systems, RFID readers, and other technology (or request pricing with and without this technology).
- Specify how kerbside contractors will identify residents that have opted out (return to the old service) – e.g. using stickers or in-truck systems.
- Include key performance indicators for identifying and reporting gross bin contamination by households. See Section 11 for more information.
- Specify that council may choose to transition to the Sustainable Kerbside Service during the term of the contract by providing reasonable notice (e.g. 6-12 months) to the contractor.

7 Pilots

Should councils conduct a pilot?

Piloting the Sustainable Kerbside Service before a full rollout is beneficial for building community and elected member support for the new service. Residents can be resistant to change. A pilot can ease concerns by allowing people to try the service before doing a full rollout. Consider the costs and benefits of a pilot when planning a Sustainable Kerbside Service [Table 8].

Table 8: Pros and cons of a pilot

Pros of piloting	Cons of piloting
<ul style="list-style-type: none"> Build community support – proving the new service can work for most households (including a range of demographics) Reduce ‘fear’ of change (it allows the community to experience the service before the council commits to full rollout) Allow council to test /refine the Sustainable Kerbside Service, to maximise participation, improve diversion outcomes, drive cost-efficiencies, refine communications approaches, and ‘iron out’ challenges involved with the service transition Identify champions and collect valuable information that can be used in the communications for a full rollout (e.g. testimonials, outcomes for diversion, cost outcomes, etc) Helps council to identify and consider the scale of resources needed to support the service transition, such as administrative staff to handle community queries. This can help build confidence internally before the service is rolled out council-wide 	<ul style="list-style-type: none"> Additional time for service transition (add another 12-18 months) Additional cost to run pilot (can add in the order of \$100 -250K depending on size and scope)

Designing a pilot

Table 9 outlines considerations for designing a pilot including length, start date, size, stakeholder engagement, record keeping, measurement and reporting.

Table 9: Considerations for pilot design

Item	Considerations
Pilot length	<ul style="list-style-type: none"> Pilot to run for 6+ months (12 months ideally for all seasons) to allow time for residents to adjust to the service and test at different times of the year.
Pilot start date	<ul style="list-style-type: none"> Aim to start in spring or autumn. This will provide residents with the added benefit of more FOGO bin space when there are high volumes of garden waste. Avoid summer and holiday periods because it can be challenging for the community to transition during this period.
Pilot size	<ul style="list-style-type: none"> Consider piloting across all households in council or a representative sample of households. If piloting a sample of households, consider choosing 1-2 collection days to improve collection and cost-efficiencies.
Stakeholder engagement	<ul style="list-style-type: none"> Invest in communications and stakeholder engagement. Pilots need a similar level of engagement as a full-service rollout (see Section 5). Collect testimonials from pilot participants to support a broader if the pilot is successful. Run community feedback survey (see measurement and reporting).
Record keeping	<ul style="list-style-type: none"> Keep records on opt ins/outs, bin upsizes, bin lifts, complaints, queries, budgets, etc.
Measurement and reporting	<ul style="list-style-type: none"> Measure performance during the pilot, including: <ul style="list-style-type: none"> » weekly bin collections and weighbridge data to track performance over time and observe diversion trends » baseline, mid- and end- pilot kerbside audits to get further insights on bin compositions, contamination, etc » community survey to get feedback on how residents are finding the service, any barriers, and opportunities for improvement. Share findings with stakeholders.
Ending the pilot	<ul style="list-style-type: none"> If transitioning to full rollout of the service, then extend pilot for current participants until the new service begins to avoid disruption.

8

The rollout

A full roadmap for introducing the Sustainable Kerbside Service is provided in Section 4. Additional considerations for the weeks leading up to and following the rollout are outlined in Table 10.

Table 10: Considerations for rollout phase

Item	Considerations
Phasing the rollout	<ul style="list-style-type: none"> Rolling out the Sustainable Kerbside Service can be resource-intensive for council administration and the kerbside collection team/contractors. A staged rollout (e.g. over 3 months, phased in by collection day) is a way to help reduce these impacts. On the flip side, a phased rollout can create challenges for communicating with residents about when the service change will take effect. Consider the above pros and cons when deciding on whether to phase the rollout.
Residents opt outs and bin upsize (if applicable)	<ul style="list-style-type: none"> Provide a way for residents to 'opt out' (if applicable). This may include an online form and/or calling/emailing customer service. Consider ways to encourage residents to stick with the new service (minimising opt outs). This could include <ul style="list-style-type: none"> » Incentives for residents to stick with service (e.g. residents being automatically being entered in a prize draw for not opting out within first four months) » providing additional education to residents thinking of opting out so they understand the benefits of the new service and any additional flexibility on offer (e.g. bin upsizes) » financial incentives to stick with the new service, with exceptions for special circumstances. Develop a way to identify households that have opted out (e.g. stickers/ in-truck systems). Councils should discuss and agree on the method with their waste collection team/contractor prior to roll out. Avoid identification methods that make opting out the 'social norm'. Consider time and operational impacts when deciding on the method. For example, letterbox drops of stickers can be time consuming.
Communications with teams/ contractors	<ul style="list-style-type: none"> Establish clear and efficient lines of communication with support teams/contractors to report and handle any issues as they arise. This includes communicating with kerbside collection teams/contractors, customer service, and other relevant teams supporting the rollout.
Announcing the rollout	<ul style="list-style-type: none"> Notify the LGA of SA, EPA and GISA before announcing the roll out, to provide time for government to prepare responses for expected enquiries / requests for comment. Notify residents of the upcoming change to their kerbside services. Councils should write to residents to notify them of the service change, rationale, and benefits. Councils should also consider additional channels to promote the change (e.g. social media, newsletter). Consider sending letters to each residential address to notify them about the service change, rationale, and benefits. Be prepared for handling and responding to the media (see Section 5).

Item	Considerations
Delivering starter kits to residents	<ul style="list-style-type: none"> Starter kits can provide residents with information and tools to help them transition to the new service (e.g. caddy, Australian-certified compostable caddy liners). Kits should include information on what goes in each bin, the new collection schedule, and benefits of the new service, etc. Starter kits should be delivered before the service rollout, but not too far in advance (so they are not lost/forgotten). If feasible, it is best to deliver these starter kits to each doorstep (or as close as practical). Contractors may be available to do these deliveries on behalf of councils. Delivery data should be collected (addresses and date/time delivered) to ensure no households are missed.
Grace period	<ul style="list-style-type: none"> Consider providing a grace period for residents while they adjust to the new bin collection schedule. This could involve picking up incorrectly presented bins for a small period (2 -4 weeks) following the service rollout.⁸ Reinforce messages about service change during this period (e.g. via social media, letters, other). This should include reminders of what goes in each bin and collection days. Grace periods can help the community to ease into the new service. However, they should not continue for too long, otherwise they have the potential to cause confusion. Provides time for delivery of opt out stickers (if using) or upsized bins to households during the initial rollout stage.
Bin upsizes (if applicable)	<ul style="list-style-type: none"> Be clear about eligibility for upsizing bins. Set expectations with residents on delivery dates/times for upsized bins.
Confusion over bin day	<ul style="list-style-type: none"> Provide bin calendars (in starter kits). Provide the new bin collection schedule on the council website/ app, and other channels. Communications should be clear and consistent. Ongoing reminders on new collection schedule – e.g. via social media, newsletter, and other channels.
Special provisions over holiday period	<ul style="list-style-type: none"> Consider providing additional recycling collections over the holiday period. This can help residents to manage additional volumes across this period.
Celebrating success	<ul style="list-style-type: none"> Measure results. Celebrate success with residents and stakeholders, e.g. through newsletters, events, etc.

⁸ The City of Holdfast Bay provided a grace period. During this period 30 to 40% of landfill bins were presented on the FOGO/ recycling week up until the grace period ended.

9

Transitioning MUDs and businesses

Councils introducing the Sustainable Kerbside Service need to decide whether to bring multi-unit dwellings (MUDs) and businesses across to the service. Councils may choose to phase-in MUDs and/or businesses following the rollout across single-unit dwellings (SUDs) to give them more time and resources to manage the transition. A staged rollout gives council more time to engage with strata/building managers.

MUDs

The Sustainable Kerbside Service is likely to suit smaller MUDs where residents have their own bins. Additional challenges may arise in higher density MUDs where residents do not have room to store 3 bins and/or they share bins with other residents. Other challenges include a highly transient population and potential language barriers. Table 11 lists these challenges and potential solutions for rolling out the Sustainable Kerbside Service in MUDs.

Table 11: Potential challenges and solutions for rolling out the Sustainable Kerbside Service across MUDs

Common challenge(s)	Potential solution(s)
Residents don't want a FOGO service because they lack space to store the bin and/or produce only small volumes of organics (garden and food)	<ul style="list-style-type: none"> • Offer residents smaller bins (e.g. 120/ 140 litres) • Explain the benefits of collecting FOGO on a weekly basis (i.e. recycling more organics and reducing smells from more frequent pickups) • Provide shared FOGO bins where development allows
Residents share bins and caretakers are responsible for managing overfull bins. As a result, residents are not incentivised by the new service to change their food recycling behaviours	<ul style="list-style-type: none"> • Provide additional support to caretakers/strata management to educate residents on the importance of source separating their food and garden waste into the FOGO bins, as a way to 1) lower smells and bins overflowing, and 2) increasing recycling • Consider option to swap residual bins for a mix of upsized 240L residual bin and 240L FOGO bins. May consider weekly collection of both residual waste and FOGO to encourage participation
Language barriers with higher numbers of international students and migrants who speak English as a second language (ESL)	<ul style="list-style-type: none"> • Translate communications materials • Work with local community groups to disseminate messages • The above solutions can also be rolled out in SUDs with higher populations of international students and migrants who speak English as a second language
Highly transient population, which means that communications and/or the starter packs may not be available to new residents	<ul style="list-style-type: none"> • Work with real estate agents and property managers to distribute starter packs (caddy, Australian-certified compostable liners, collection calendars, education materials, etc) to new tenants

Businesses

The Sustainable Kerbside Services will not suit the needs of all businesses. For example:

- Some businesses, like restaurants and busy cafes, generate large volumes of food waste and need more frequent collection of organics and general waste due to limited space to store bins.
- Some businesses, like clothing retailers, have small (to nil) volumes of food and garden organics.
- Businesses can also have high staff turnover, which creates additional challenges for using FOGO and other recycling services.

Councils can consider:

- offering the Sustainable Kerbside Service to all businesses and offering bin upsizes for their general waste and recycling bins if needed
- encouraging large food waste generators to arrange commercial services to collect their high volumes food and other organic waste multiple times a week
- rolling out programs to:
 - » help businesses reduce generation of waste (and related operational costs) – e.g. helping restaurants to reduce food waste and helping retailers to reduce incoming packaging
 - » provide induction materials to help businesses educate new staff on what belongs in each waste stream
- offering weekly FOGO to businesses on an opt-in basis. For example, the Fleurieu Regional Waste Authority offers weekly food waste collection to food service businesses for an annual fee.

10 Regional considerations

This guide and toolkit helps councils to introduce the Sustainable Kerbside Service. This service will not suit all councils, particularly those with lower population density and limited access to FOGO services. Table 12 provides high-level guidance on potential service models for councils to increase food and garden organics recycling based on population density and service access.

Several regional councils across SA have increased recovery of food and organics by offering fortnightly collection of 3-bin services. For example, Copper Coast Council and the Fleurieu Regional Waste Authority (FRWA) have rolled out fortnightly collections [see case studies overleaf].

Table 12: Potential service models to explore to maximise food waste recycling, while considering differences population density and service access

Type of council	Service access	Potential service model to explore
Metropolitan Adelaide and large regional centres	Access to cost-effective commercial FOGO collection and processing	<ul style="list-style-type: none"> Sustainable Kerbside Service
Low-density regional council	Access to commercial FOGO collections and processing services, but at a higher cost due to low population density and/or greater distance to processing locations	<ul style="list-style-type: none"> Fortnightly collection of three-bin service (FOGO, comingled recycling, and general waste). Collect general waste and FOGO on the same day to encourage residents to place their food waste in the FOGO bin (rather than putting it in whatever bin is collected sooner) User pays option for holiday homes for additional collections during peak seasons to manage higher volumes of waste
Remote regional council	High collection cost due to low density population density no access to commercial FOGO processing	<ul style="list-style-type: none"> Fortnightly collection and/or drop off for three streams Potential that organics service is for garden waste only that is mulched by council, or that council sets up a small composting facility to process food and other organics Rollout program to help residents to recycle their food waste at home – e.g. advice on home composting, feeding it to chooks, etc

Case study: Copper Coast Council's Fortnightly All Streams

Introduction

Copper Coast Council is located in the Yorke Peninsula region of South Australia. Up until July 2021, the council provided residents with the following kerbside services:

- General waste, collected weekly
- Comingled recycling, collected fortnightly
- Garden waste, collected monthly

Waste audits conducted over 3 months in 2020 found 31% landfill diversion using this system.

A Fortnightly All Streams collection schedule was rolled-out in July 2021, introducing a FOGO service in place of the previous garden waste service.

About the transition to Fortnightly All Streams (2021)

Waste audits from July to September of 2021 show that the transition to Fortnightly All Streams almost doubled landfill diversion, from 31% to 59%. This strong performance continued for the rest of the financial year, reaching 67% kerbside landfill diversion in June 2022.

This collection schedule alternated between the general waste on one week, and FOGO and comingled recycling collections on the next week.

The roll-out of Fortnightly All Streams was council-wide, with no staging for different collection days.

Complimentary Initiatives

To aid roll-out, Copper Coast Council introduced some complimentary measures:

- Residents received new waste collection calendars, a kitchen caddy and two rolls of compostable bags.
- A 'Take the pledge' initiative was introduced where residents signed up for random bin inspections, and if passed, would be eligible for a random prize draw of up to \$100 in value.
- Additional bins were made available for residents to purchase to present at fortnightly collections.
- Additional collections were available for residents to purchase as well. These were made available as once-off, ad hoc collections only.
- 'Which bin?' resources were used to help advertise the transition on social media and council publications. Council extensively promoted the service change using:
 - » council's Facebook page
 - » adverts in the local newspaper & local TV and radio ads
 - » information sheet in the quarterly newsletter to ratepayers.



Case study: FRWA's Rollout of Fortnightly All Streams and Summer Recycling Collection Services

Introduction

The Fleurieu Regional Waste Authority (FRWA) was formed by 4 regional councils: Kangaroo Island Council, Yankalilla District Council, City of Victor Harbour, and Alexandrina Council.

FRWA's kerbside landfill diversion was 34% in 2015-16 under its previous collection schedule (weekly general waste, four-weekly comingled recycling, and 4-weekly garden organics [the latter in City of Victor Harbour and Alexandrina Council only]). FRWA started its move to 'Fortnightly All Streams' including FOGO in 2016, and landfill diversion increased to 58% when the rollout ended in 2019-20.

FRWA councils have a high transient population of holidaymakers, particularly in summer, resulting in additional waste volumes across this period. To address this challenge, the authority introduced a 'Summer Recycling Collection' for 2022–23. This service included weekly comingled recycling and FOGO, and fortnightly general waste. Landfill diversion increased to 68% during this period.

About the transition to Fortnightly All Streams (2016)

To increase kerbside landfill diversion, FRWA piloted 'Fortnightly All Streams' with 630 households for 4 months in 2013–14. FOGO bin use:

- increased food in FOGO bins by 500%
- decreased food to landfill by 57%
- increased garden waste in FOGO bins by 77%.

The roll-out was staggered a council at a time, for 4 years. During the roll-out, diversion increased every year, leading to a total increase of 25% once completed (from 34% in 2014–15 to 58% in 2019–20).

Despite these positives, the Fortnightly All Streams performed poorly during the summer period. FRWA faced difficulty communicating with holidaymakers, and more unrecovered resources (e.g. food) were presented in general waste bins during summer.

Introducing a Summer Recycling Collection (2022)

To combat these challenges, FRWA piloted a 'Summer Recycling Collection' in the summer of 2020–21 in 3 suburbs. These areas increased diversion to 74% [from 65%] during the pilot.

The Summer Recycling Collection was rolled out to all FWRA residents during the 2022–23 summer. The region's diversion the previous summer was 54%, increasing to 68%. FOGO and comingled recycling increased (by 19% and 61% respectively), while general waste decreased by 20%.

There were still communication challenges with some holiday makers despite multi-media campaigns.

Complimentary Initiatives

FRWA used 'complimentary initiatives' to educate the public in both transitions. 'Complimentary initiatives' are additional tools that can aid in an overall kerbside collection change, such as moving to 'Fortnightly All Streams' or a 'Summer Recycling Collection'.

Complimentary Initiative	Fortnightly All Streams	Summer Recycling Collection
Community Pilot	Yes (2014)	Yes (2020-21)
Kitchen Caddies	Pilot & ¼ Councils	Pilot Only
Compostable bin liners	Pilot Only	Pilot Only
Recycling and Compost stickers	No	Pilot Only
Bin Calendars	Yes	Yes
Online, Print & Postal Campaigns	Yes	Yes (Prior and during roll-out)
Holiday Rentals contacted	Yes	Yes (Prior to roll-out)
Community Groups contacted	Yes (During roll-out)	Yes (Prior to roll-out)
Roadside Advertising	No	Yes (During roll-out)
Purchase Additional Collections	Yes (During roll-out)	Yes (During roll-out)

Ongoing implementation of Sustainable Kerbside Service

Councils can take the following steps to support continued success of the Sustainable Kerbside Service.

Ongoing support

Provide ongoing support to residents and businesses, such as offering bin upsizes to properties that need it, delivering collection calendars, and working with real estate agents to ensure that all new residents get a starter kit when moving into the neighbourhood. This will require customer service resourcing.

Councils may consider providing discounted Australian-certified compostable caddy liners to residents in the short term. Supermarkets are phasing out single use plastic barrier bags (in line with announced bans on plastic barrier bags in September 2024) and some are replacing these with certified compostable alternatives. Select supermarkets have already undertaken this initiative. These bags can be reused by residents as bin liners for their caddies.

Reducing opt outs

The cost and environmental performance of the Sustainable Kerbside Service improves with higher participation levels. Councils can work with the community to reduce opt outs, by providing ongoing support (see above) and additional education.

Councils may also consider financially incentivising residents to stick with the Sustainable Kerbside Service. This could involve transitioning to a separate waste/recycling charge within the rates system whereby residents can choose their preferred model (default is Sustainable Kerbside Service) with cost recovery pricing for those that opt out and return to the old service. Councils may provide exemptions for residents with a genuine need for weekly collection of general waste for a specified period or ongoing basis.

Measure performance

It is helpful to track performance to check that the new system is working as expected. Methods include using truck payload data to track volumes and diversion at a high level on a weekly basis, and kerbside audits for detailed stream composition. Interesting metrics include overall landfill diversion, waste generation per household [kg/hh/yr], food waste generation [kg/hh/year], food organics efficiency [% of kerbside food organics in FOGO bins], and bin contamination levels [% weight].

Feedback loops

Provide feedback to residents (and businesses, if applicable) on how they are performing. Methods include bin tagging programs, truck bin weighing, and camera systems. It is helpful for residents to understand how their household is performing relative to other households of a similar size, and to complement this information with tips to further improve performance.

Contamination

Ongoing management to reduce bin contamination is important. Research suggests that most bin contamination is caused by a small number of households who are grossly contaminating their bins (Fight Food Waste et al, 2022). Councils can use feedback loops (above) to identify and notify households of gross contamination instances. Councils may need to provide additional support to households that continue to contaminate their bins despite feedback. This could include home visits to identify the reason for the resident not acting on the issue.

Potential solutions include translating communications (to overcome language barriers), offering bin locks (if neighbours are contaminating bins) or providing additional education. In rare instances where households choose to continue contaminating their bins despite being given multiple opportunities, councils can consider moving these households onto a contamination service (large or multiple general waste only services), to prevent them from affecting the quality of the collected organics and recyclables.

12 Summary

Transitioning to the Sustainable Kerbside Service has the potential to drive a step change in kerbside diversion, moving closer to the State landfill diversion targets. It can also help councils to reduce greenhouse gas emissions and deliver a range of other environmental benefits.

The Sustainable Kerbside Service is suited to most metro councils and large regional centres. The guide identified alternative models for more regional/remote councils to consider that can help increase diversion of food and organics from landfill.

Good planning, community and stakeholder engagement, and adequate resourcing is essential to a successful service transition. Councils are encouraged to use this Better Practice Guide and Toolkit to help with service planning and rollout. Councils are also encouraged to:

- seek support from GISA and EPA
- engage with councils that have introduced the service to obtain further insights, and
- obtain external support/expertise as required to support a successful transition.

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Toolkit A: Transition Plan

Timeline	Function	Task(s)	Who	Notes
1+ years before service rollout	Business planning	Prepare business case and transition plan	Sustainability team	
1+ years before service rollout	Communications & engagement	Present recommended service model and transition plan to elected members (EMs)	Sustainability & EMs	
1+ years before service rollout	Procurement	Get pricing for Sustainable Kerbside Service vs current model	Sustainability team	Method depends on current contract arrangements. If toward end [or at end] of contract, then go out to competitive tender, otherwise get pricing from current provider.
1+ years before service rollout	Business planning	Engage with organics processor [if required] to identify any operational and cost considerations associated with service change	Sustainability team	This step only needs to be completed if organics processing contract/arrangement is separate from collection services [the latter would be identified in above step]
1+ years before service rollout	Business planning	Update business case and transition plan based on findings from above steps	Sustainability team	
If a pilot is part of the transition plan, then add another 12+ months for pilot planning and implementation before proceeding with steps below.				
10-12 months before service rollout	Authorisation	Sign off by elected members on kerbside model to rollout	EMs	
8-10 months before service rollout	Communications & engagement	<ul style="list-style-type: none"> Develop stakeholder and community engagement plan Begin preparing communications collateral 	Communications team & sustainability team	
8-10 months before service rollout	Operational planning	Liase with waste collection teams/contractors to: <ul style="list-style-type: none"> Inform them of the planned changes to kerbside services Provide transition plan for input/refinement Determine how to manage special circumstances [E.g. grace period, opt outs, etc] Request collection teams/contractors to plan for the new kerbside services and identify any additional support/resources needed Establish responsibility and communications lines for fast and effective resolution of issues and challenges 	Sustainability team & waste collection team/contractors	
8-10 months before service rollout	Procurement	Procure equipment and services to support rollout [e.g. bins, starter kits, award succesful kerbside tenderer if applicable, etc]	Sustainability team	
3-6 months years before service rollout	Communications & engagement	Engage community facing council staff: <ul style="list-style-type: none"> Inform staff of the planned changes to the system Educate staff on benefits of new system, e.g. by taking them out to see a composting site Provide staff with information and FAQs so they can help with any resident queries/ concerns 	Communications team & sustainability team	
3-6 months years before service rollout	Communications & engagement	Engage community: <ul style="list-style-type: none"> Inform community of planned changes to kerbside services Consider feedback/queries from community and refine approach before rolling out service 	Communications team & sustainability team	

Timeline	Function	Task(s)	Who	Notes
3-6 months years before service rollout	Communications & engagement	Engage champions: <ul style="list-style-type: none"> Recruit residents/community members to champion the new service (including members from a range of socio-demographics) Include champions in marketing/communications materials about the service transition 	Communications team & sustainability team	
3-6 months years before service rollout	Communications & engagement	Engaging the media: <ul style="list-style-type: none"> Be prepared for handling /responding to the media Remember council minutes are publicly available Brief councillors and provide media training if needed so they can respond to media Encourage champions to engage with media stories about the new service (e.g. talkback radio) Potentially invite media to launch of new service 	Communications team & sustainability team	
3-6 months years before service rollout	Communications & engagement	Finalise communications collateral	Communications team & sustainability team	
1 month before service rollout	Communications & engagement	Residents: <ul style="list-style-type: none"> Pilot with a representative sample (if doing) Inform residents about the service change, the rationale, and benefits Provide residents with information and equipment (e.g. caddy, liners, FAQs, etc) Receive feedback from residents on how they are finding the new service Provide opportunities for residents to opt out (back to the Old Model), upsize their bins and access support Share results from the service transition (e.g. improvements in food recycling levels), and invite residents to celebrate the success (e.g. through a celebratory event) 	Communications team & sustainability team	
2-3 weeks before service rollout	Operations	<ul style="list-style-type: none"> Deliver starter kits Start delivering bin upsizes as people opt out 	Customer service & sustainability team	
2-3 weeks before service rollout	Communications & engagement	<ul style="list-style-type: none"> Liaise with media - media releases, talkback radio, etc Promotion of new service Liasing with Media Customer service to manage resident queries, upsizes and opt outs 	Communications team, sustainability team, community-facing council staff, & EMs	
during service rollout	Transition support	<ul style="list-style-type: none"> Service rollout Customer service to manage resident queries, upsizes and opt outs 	Customer service & sustainability team	
Ongoing	Monitor and manage	<ul style="list-style-type: none"> Collect data - community surveys, bin audits, opt outs, weighbridge data, etc Analyse and report on data - landfill diversion, participation in new service Refine rollout/ messaging as needed to address any challenges / further improve outcomes Celebrate success 	Sustainability team	

Toolkit B: Cost Calculator

Purpose and limits of this calculator

This calculator helps councils to identify potential costs (or savings) of moving to the Sustainable Kerbside Service model. It is a high-level tool and does not consider all the specific circumstances of individual councils and their community. It does not include cost estimates of internal staff/resources to support the transition to the service (e.g. customer service) or costs if measuring outcomes (e.g. doing kerbside audits).

This calculator does not replace a detailed business case or feasibility study. Councils should conduct appropriate due diligence before making any changes to kerbside services and contracts. Additional support and advice may be required to understand the costs and opportunities of the Sustainable Kerbside Service.

This document is based upon sources, experimentation and methodology believed to be reasonably reliable at the time of publication. The accuracy of this information after this date may change. The information is not to be relied upon or extrapolated beyond its intended purpose.

When complete, the information in this document may be confidential and commercially sensitive and should not be shared beyond the council.

This calculator has been prepared by Rawtec for Green Industries SA.

Calculator instructions

Inputs & Values tab

Enter input data and assumptions in this tab. Any orange cell can be edited with a value. Some cells have been populated with average values as a starting point and can be overwritten. Other cells cannot be edited. This information may be obtained from a range of sources, such as kerbside audits, waste collection/processing contract(s), tender responses and other sources.

Sustainable Kerbside Model

This tab shows the detail of the modelling. All cells are locked and cannot be edited.

Modelling Summary

This tab summarises and compares the current services and the Sustainable Kerbside Service. It includes estimated waste generation, annual operational costs, transition costs and the environmental and state benefits. All cells are locked and cannot be edited.

The calculator provides an annual cost estimate for kerbside services instead of forecasting savings over time. There are many variables that will change and the actual costs and savings will be subject to these changes.

Calculator example with sample data

To use calculator, visit:
www.greenindustries.sa.gov.au/sustainable-kerbside-services

Modelling Summary	Current Services	Sustainable Kerbside Service
	<i>Weekly general waste, fortnightly comingled recycling and FOGO</i>	<i>Default weekly FOGO, fortnightly general waste, fortnightly comingled recycling with a service charge to opt-out to old service</i>
Waste generation		
General waste	kg/SEP/week	8.8
Comingled recycling	kg/SEP/week	2.7
FOGO Recycling	kg/SEP/week	7.3
Total kg/SEP/week	kg/SEP/week	18.7
General waste	tonnes/year	6,150
Comingled recycling	tonnes/year	1,900
FOGO Recycling	tonnes/year	5,100
Total kerbside tonnes	tonnes/year	13,150
Diversion rate	%	53%
Annual kerbside service costs		
Collection cost total	\$/year	\$ 1,200,000
Processing/disposal cost total	\$/year	\$ 1,607,000
Kerbside system cost (without cost recovery income)	\$/year	\$ 2,807,000
Collection cost difference to current	\$/year	\$ 79,000
Processing/disposal difference to current	\$/year	-\$ 289,000
Kerbside service cost difference	\$/year	-\$ 210,000
Service charge income	\$/year	\$ 81,000
Total kerbside cost difference	\$/year	-\$ 291,000
Cost difference % of current kerbside total	%	-10%
Overall SEP cost/saving	\$/SEP/year	-\$ 21.56
Kerbside service cost per SEP		
Residents on Sustainable Service (weekly FOGO)	\$/SEP	\$ 190
Residents on Old Service (opt-out to weekly general waste)	\$/SEP	\$ 238
Transition costs		
New FOGO bins	\$ for rollout	\$ 9,000
Upsized general waste bins	\$ for rollout	\$ 23,100
Upsized comingled recycling bins	\$ for rollout	\$ 14,100
Caddies roll out	\$ for rollout	\$ 67,500
Compostable bags rollout	\$ for rollout	\$ 67,500
Delivery cost	\$ for rollout	\$ 33,800
Communications	\$ for rollout	\$ 202,500
Consultancy support	\$ for rollout	\$ 20,000
Capital costs	\$ for rollout	\$ 46,200
Operational budget costs	\$ for rollout	\$ 391,300
Total transition costs	\$ for rollout	\$ 437,500
Costs per SEP	\$/SEP	\$ 32.41
Transition cost payback period	years	2.1
Additional environmental/state benefits from current		
Total CO2-e saved/potential ACCUs available as offset	tonnes CO2-e/year	860
Equivalent cars removed from the road	# cars/year	200
Equivalent trees planted	# trees/year	1,290
Potential ACCU income (7 year market value if sold)	\$/year	\$ 24,000
Waste levy savings	\$/year	\$ 239,000
Contribution to Gross State Product	\$/year	\$ 646,000
Additional jobs	ongoing FTE jobs	1.2

Toolkit C: Communications Collateral Examples from City of Holdfast Bay

IMPORTANT CHANGE TO YOUR WASTE COLLECTION SERVICE

From Thursday 1 September and Friday 2 September, your green-lid FOGO (food organics garden organics) bin will be collected weekly and your red-lid landfill bin collected fortnightly. Your fortnightly yellow-lid recycling bin collections will remain the same.

There are many benefits in this change to weekly FOGO/fortnightly landfill collections including:

- Reducing smell from the green FOGO bins, by collecting food and garden organics on a weekly basis
- Increasing food recycling rates
- Reducing landfill greenhouse gas emissions
- Assisting in growing the circular economy through the processing and return of nutrient-rich compost back into our South Australian soil
- Households have an extra 240 litres capacity for their food and garden waste each fortnight, which is especially useful for those with a big garden and around spring time

You will receive a welcome pack containing a new kitchen caddy, a roll of compostable bags and a new waste collection calendar between 14 and 30 June. If you think your house has been missed please contact us on 8229 9999.

Already have a kitchen caddy and don't want a new one?

The caddy can be returned to the Brighton Civic Centre (24 Jetty Road, Brighton) or the Glenelg Library (2 Colley Terrace, Glenelg).

Thank you for doing your part for the environment by giving weekly FOGO a gogo!

Have a larger family or a household with nappies? Additional landfill and recycling services options are available for large households or households with nappies, hygiene or medical products requiring more landfill bin space. For more information, please email fogo@holdfast.sa.gov.au or call 8229 9999.

Want to stick with the old service?

If you would like to return to the old services of your red-lid landfill bin collected weekly and green-lid FOGO bin collected fortnightly, please let us know by completing the 'Old Service' request form at holdfastfogo.com, email us at fogo@holdfast.sa.gov.au or call 8229 9999.

Following a trial of weekly FOGO/fortnightly landfill collections in Holdfast Bay more than 95% of households who took part wanted to continue with the new service. If you want to opt back to the old service of weekly landfill collections or your circumstances change, you can do so at any time.

To celebrate the switch to weekly FOGO, you can grab a free bag of Peat's Soils compost (made from FOGO bin contents!) on Saturday 9 July, Saturday 13 August and Saturday 10 September between 9am – noon from the Council Depot at 16 Seaforth Avenue, Somerton Park.

For more information on weekly FOGO please visit holdfastfogo.com or call us on 8229 9999.

holdfastfogo.com

YOUR BIN COLLECTION SCHEDULE IS CHANGING

CONTACT OUR FRIENDLY TEAM
8229 9999 or fogo@holdfast.sa.gov.au

QUESTIONS?

WHICH BIN SA.GOV.AU FOGO HOLDFAST BAY

Holdfast Bay is moving to weekly green FOGO bin (Food Organics Garden Organics) collections.

Green FOGO bin → WEEKLY
Yellow recycling bin → FORTNIGHTLY
Red landfill bin → FORTNIGHTLY

QUESTIONS OR WANT TO OPT OUT?
CALL 8229 9999 EMAIL fogo@holdfast.sa.gov.au
VISIT holdfastfogo.com

THE DIFFERENCE IT MAKES WHEN YOU PUT YOUR FOOD SCRAPS IN THE GREEN BIN VS RED BIN

Picked up by council and sent to a commercial composter	Picked up by council and sent to landfill
Turned into compost (a valuable product)	Rots and produces methane (a potent greenhouse gas)
Employs more people (more SA jobs)	Employs less people (less SA jobs)
Compost is used by SA food growers to: • Return nutrients to the soil • Reduce water use • Reduce synthetic fertilisers • Improve crop yields	No compost produced: Nutrients in the food scraps are lost in landfill (not applied to agricultural land where they can add value)

Help the SA economy and environment by putting **ALL** your food scraps in the green bin (including meat, fish, bones, fruit, vegetables, bread, etc)

Say Yes to Weekly FOGO

FOGO WHICH BIN SA.GOV.AU HOLDFAST BAY

DISPEL THE SMELL

Tips for disposing of nappies and other hygiene products

The move to weekly green FOGO (Food organic garden organic) collections and fortnightly red landfill bin collections will divert food waste from landfills and reduce greenhouse gas emissions.

Some products including nappies and other hygiene products however can't be recycled or turned into high quality compost and must still be put in your landfill bin.

A fortnightly landfill bin service shouldn't affect bin odour.

A nappy trial undertaken by Lake Macquarie City Council found that the average odour of a landfill bin with nappy waste for a week was approximately the same as the average odour rating of a nappy bin the end of the fortnight.

The amount of nappies in the bin also did not have a significant effect on the odour rating of the bin.

FOGO WHICH BIN SA.GOV.AU HOLDFAST BAY

DISPEL THE SMELL

If you are worried about the smell of nappies or other hygiene products in your landfill bin follow these tips:

- Dispose of as much solid waste as possible before placing the nappy in the landfill bin
- Wrap dirty nappies tightly in a nappy bag
- Store your landfill bin in the shade
- Make sure your lid closes properly
- Place a small amount of odour control agent in the bottom of your bin to repel flies and odours. You can use natural products such as vinegar, eucalyptus/mint oils or crystals
- Try cloth nappies and or reusable menstrual items. Households can also access up to \$50 subsidies on cloth nappy and reusable menstrual items through our Green Living Subsidies program. Find out more at holdfastfogo.com

Households with children in nappies or people who that have a medical condition requiring more landfill bin space may be eligible for a landfill or recycling bin upsize.

To register your interest call us on 8229 9999 or email your name and address details to fogo@holdfast.sa.gov.au

FOGO WHICH BIN SA.GOV.AU HOLDFAST BAY

Toolkit D: Sample FAQs

The following FAQs were adopted from the City of Holdfast Bay for the roll out of its weekly FOGO/fortnightly waste service to residents. The term 'FOGO' is used throughout these sample FAQs. Alternatively councils may choose to use the term organics or green bin.

What does FOGO mean?

FOGO stands for 'Food Organics Garden Organics' and is the green-lid bin at home. Anything that grows (or once grew) belongs in the green-lid FOGO bin. This includes all food waste (including meat, fish, bones, dairy/eggs, fruit, vegetables, and bread), soiled paper products (shredded paper, paper towel, tissues, and pizza boxes), Australian-certified compostable packaging, and all garden organics (e.g. grass clippings). Material placed in the green-lid FOGO bin is collected by council contractors and taken to a commercial facility where it is turned into compost.

What are the benefits of the Sustainable Kerbside Service?

There are many benefits including:

- Reducing associated smell from green bins / FOGO bins, by collecting food and garden organics on a weekly basis
- Reducing waste to landfill, and associated greenhouse gas emissions and leachate
- Increasing food recycling rates
- Assisting in growing the circular economy through the processing and return of nutrient rich compost back into our South Australian soils

- More bin space/collections for organics and compostable material/ FOGO, especially useful for those with a big garden and during springtime

What do households need to do to move to the Sustainable Kerbside Service?

Nothing! The Sustainable Kerbside Service will become the default service starting <insert date>. Households will receive a letter and welcome pack including a new kitchen caddy and roll of compostable bags 2-3 weeks before the new begins in their area.

What foods can I put in FOGO bin?

All food scraps are good to go:

- All fruits and vegetables including citrus
- Meat
- Bones
- Dairy
- Seafood
- Eggshells
- Teabags, tea leaves, and coffee grounds
- Bread and cake
- Cooked food
- Rice and pasta

- All other food

You can also include:

- Tissues
- Paper towel
- Hair, including pet hair
- Pizza boxes
- Shredded paper
- Straw/hay
- Pet poo
- Australian-certified compostable food packaging

Only Australian-certified compostable bags can be used in the green bin/FOGO bin. Biodegradable bags should NOT be used in the FOGO bins as these disintegrate into micro-plastics.

Where can I get more compostable bags?

Supermarkets are phasing out single use plastic barrier bags (in line with announced bans on plastic barrier bags in September 2024) and some are replacing these with certified compostable alternatives. These bags can be reused by residents as bin liners for their caddies. All Woolworths and some Foodlands already offer fruit and vegetable bags that are compostable and fit perfectly in your kitchen caddy.

Additional rolls of compostable bags can be purchased at the <insert councils supply options>

When is My Bin Collection Day?

Download our Waste Collection calendar to find out when your collection day is. The Waste Collection Calendar is distributed to residents every year.

With the exception of Christmas and New Year's Day, collections will occur as normal on public holidays.

<insert other options for accessing bin collection calendar, e.g. app >

Remember to bring your bin in within 24 hours of it being emptied.

Are there options to have larger bins for big families or family members in nappies or with medical conditions?

We understand that not all households are the same. The weekly FOGO model gives choice and flexibility to households if they need a bigger bin. Households that stay on weekly FOGO and fortnightly landfill collections and have more than five people and/or children in nappies may be eligible for a bigger landfill bin and/or bigger recycling bin.

We recommend residents try the Weekly FOGO model and after a few weeks if there are capacity concerns, contact customer service or email <insert email address>.

What about extra waste over Christmas and New Year?

We understand that Christmas and New Year are busy times at home with lots of extra entertaining. For this reason, an additional weekly recycling bin collection will be available giving households three weeks in a row to place their recycling bin out for collection. This is in addition to weekly FOGO.

Why aren't we moving to a weekly collection of the yellow recycling bin?

Residents across Metropolitan Adelaide are already putting 80% of their co-mingled recycling (glass, plastic, cardboard, etc.) into their yellow recycling bin. This compares to less than 20% of food scraps going into the green FOGO bin. A move to weekly FOGO will have the biggest impact by keeping food and other organic waste out of landfill.

I don't have a green bin/FOGO wheelie bin, how do I get one?

If your property has never had an organics/ FOGO green-lid wheelie bin<insert instructions> to set up a new service. If your green bin/ FOGO bin has been stolen please <insert instructions>.

What about nappies?

Some products including nappies and other hygiene products cannot be recycled or turned into compost and still must be put into your landfill bin.

A nappy trial undertaken in Lake Macquarie City Council found that the average odour of a landfill bin with nappy waste for a week was approximately the same as the average odour rating of a nappy bin at the end of the fortnight.

The number of nappies in the bin also did not have a significant effect on the odour rating of the bin.

Wrapping soiled nappies in at least one nappy bag and keeping the bin out of the sun both help in managing odours.

Tips on dispelling the smell

If you are worried about the smell of nappies or other hygiene products in your landfill bin follow these tips:

- Dispose of as much solid waste as possible before placing the nappy in the landfill bin
- Wrap dirty nappies tightly in a disposable bag (can be a reused bag)
- Store your landfill bin in the shade
- Make sure the bin lid closes properly
- Place a small amount of odour control agent in the bottom of your bin to repel flies and odours. You can use natural products such as vinegar, eucalyptus/mint oils or crystals.
- Try reusable cloth nappies and / or reusable menstrual items.

Will the additional truck for weekly FOGO lead to more greenhouse gas emissions?

When organic matter breaks down in landfill it creates methane, a greenhouse gas that is 25 times more potent than carbon dioxide. The emissions associated with an additional bin truck are insignificant compared to the methane emissions saving made from the switch to weekly FOGO.

A truck filled with 25 tonnes of Food and Garden Organics (FOGO) can be driven 15,444km to a composting facility before it emits the same amount of greenhouse gases as that same truckload put into landfill.

What kind of compostable liners packaging can go in the FOGO bin?

Liners and packaging must be Australian certified compostable to Industrial Composting Standards [AS4736]. If in doubt, do not put it in the FOGO bin.



Toolkit E: Which Bin

Branding

Using one consistent message or brand in behaviour change and education is particularly important when it comes to improving recycling and reducing landfill. The state government brand suite for 'Which Bin' is currently the most widely used and recognised recycling and waste avoidance brand for householders. Recycling and waste reduction efforts are complex issues requiring individuals to change behaviours and habits, often over a long period of time and requiring constant repetition in a variety of mediums. By using the Which Bin brand as a consistent anchor message, educators and advocates can help to simplify the behaviour and make it easier for individuals to understand and remember the desired behaviour.

A consistent brand creates a sense of identity and community around recycling and waste reduction efforts, providing a recognisable message that individuals associate with the larger movement towards reducing waste. This builds a sense of shared values and goals among individuals, increasing motivation and participation in recycling and waste reduction efforts.

Consistent branding and messaging builds trust and credibility among individuals. When individuals see the same message or brand repeated consistently over time, it helps to establish the message as reliable and trustworthy. This can lead to greater buy-in and participation in recycling and waste reduction efforts.

By consistently communicating the same message or brand, individuals are more likely to internalise and adopt the desired behaviours or attitudes, such as separating recyclables from non-recyclables, reducing waste, and using compostable products.

Using one consistent message or brand in behaviour change and education is crucial for simplifying the message, building a sense of community, establishing trust and credibility, and reinforcing key messages over time. This can lead to greater participation and success in not just weekly organics trials but all recycling and waste reduction efforts, ultimately helping to reduce the amount of waste that goes to landfill and increasing valuable resources recovered in South Australia to contribute towards our circular economy.

GISA will provide design and creative support services for all councils looking to move to a more sustainable model. 'Which Bin' creative assets to support a transition to weekly organics collection and fortnightly waste collections are available at no cost to councils. Branded assets to communicate to residents include printed brochures, flyers, magnets, social media assets, video and animations.

GISA's Engagement and Communications Unit can provide further examples, and best practice assets that can be co-branded with council and waste collection service provider logos and contact details.

GISA's Engagement and Communications Unit can provide further examples, and best practice assets that can be co-branded with council and waste collection service provider logos and contact details.

Please contact GISA to discuss your needs and communication ideas. We are always looking for new and interesting ways to spread the Which Bin message.

Nigel Wapper

Communications Adviser

Email: nigel.wapper@sa.gov.au

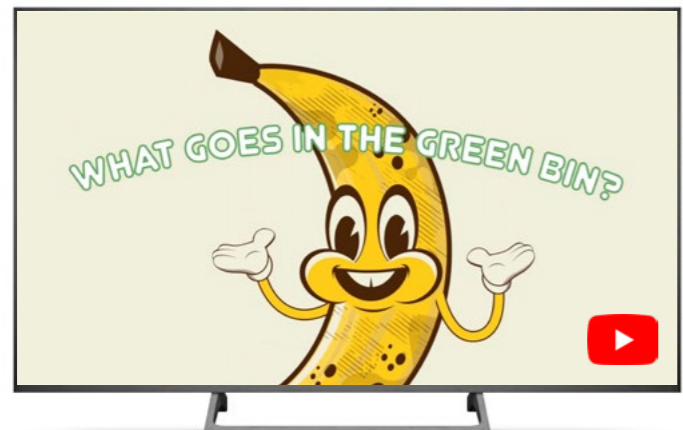
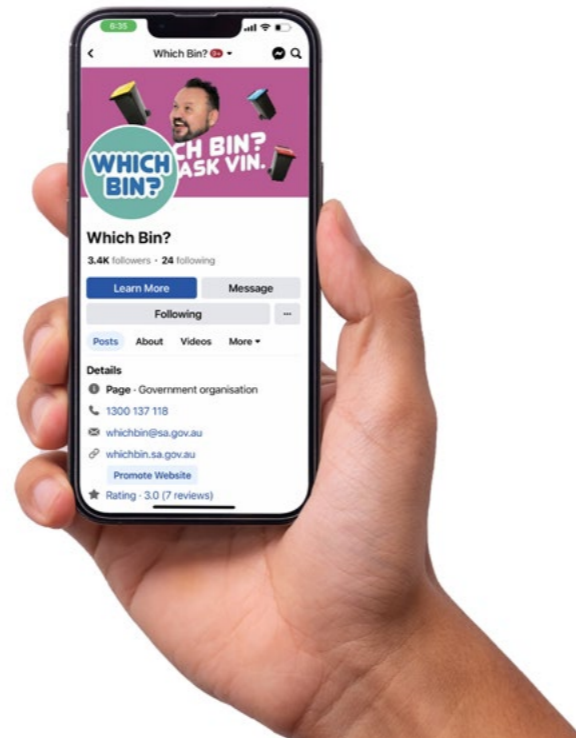
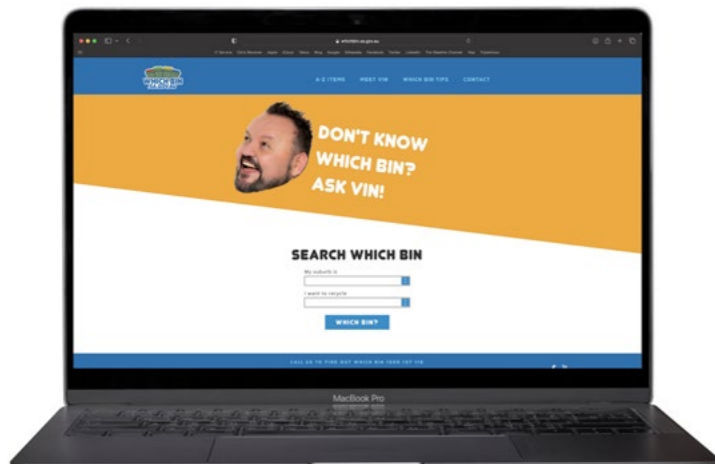
Ph: 0488 257 168



Which Bin / FOGO asset samples



Which Bin asset samples



GRAB A KITCHEN CADDY FROM COUNCIL TODAY

WHICH BIN SA.GOV.AU

Government of South Australia Green Industries SA | EastWaste | City of Norwood Payneham & St Peters

2023 ADELAIDE CBD RECYCLING AND WASTE CALENDAR

COLLECTION CALENDAR 2023

BIN COLLECTION GUIDELINES

REPLACEMENT ROLLS OF COMPOSTABLE BAGS OF KITCHEN CADDY

USING YOUR KITCHEN CADDY

CATCH 'EM IN A CADDY... FEED 'EM TO THE GREEN BIN

FOOD SCRAPS IN THE GREEN BIN USING THE KITCHEN CADDY

IT'S GREAT TO SEE FOOD SCRAPS IN YOUR GREEN BIN!

NICE WORK! Your action keeps the pressure off your rates or rent.

WHY? Because sending food to be composted is five times cheaper than sending it to landfill.

WANT TO KNOW MORE? VISIT burnside.sa.gov.au/bins

City of Burnside EastWaste

WE NOTICED FOOD SCRAPS IN YOUR GREEN & RED BINS.

You can keep the pressure off your rates or rent by putting all your food scraps in your green bin.

WHY? Because sending food to be composted is five times cheaper than sending it to landfill.

WANT TO KNOW MORE? VISIT burnside.sa.gov.au/bins

City of Burnside EastWaste

WHICH BIN? THE YELLOW RECYCLING BIN

Your yellow recycling bin is located in the basement carpark.

WHICH BIN? THE GREEN ORGANICS BIN

Your green organics bin is located in the basement carpark.

WHICH BIN? THE RED WASTE TO LANDFILL BIN

Use the waste chute located on your floor.

DON'T KNOW WHICH BIN? HEAD TO THE WHICH BIN? WEBSITE OR CALL THE WHICH BIN? HOTLINE 8300 837 88

WHICH BIN? THE YELLOW BIN!

NEVER IN THE YELLOW BIN

WHICH BIN SA.GOV.AU

KESAB

WHICH BIN? THE GREEN BIN!

NEVER IN THE GREEN BIN

WHICH BIN SA.GOV.AU

KESAB



**Government
of South Australia**

Green Industries SA

11. STAFF REPORTS

Section 1 – Strategy & Policy

Reports

[No Items listed under this Section]

Section 2 – Corporate & Finance

Reports

[No Items listed under this Section]

**Section 3 – Governance & General
Reports**

11.1 LOCAL GOVERNMENT FINANCE AUTHORITY OF SOUTH AUSTRALIA ANNUAL GENERAL MEETING

REPORT AUTHOR: General Manager, Governance & Civic Affairs
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4549
FILE REFERENCE: qA2181
ATTACHMENTS: A - B

PURPOSE OF REPORT

The purpose of the report is to advise the Council that the Local Government Finance Authority of South Australia, is holding its Annual General Meeting on Thursday, 26 October 2023.

BACKGROUND

The Annual General Meeting of the Local Government Finance Authority of South Australia (LGFA), will be held on Thursday, 26 October 2023, at the National Wine Centre. This meeting will again coincide with the Local Government Association of South Australia Annual General Meeting. The commencement time of the LGFA AGM is yet to be advised.

The LGFA requires that a number of procedural matters must be attended to in order to ensure compliance with the LGFA Rules.

DISCUSSION

Appointment of Council Representative

Section 15 (1) of the *Local Government Finance Authority of South Australia Act 1983* (the Act), provides that:-

“Every Council is entitled to appoint a person to represent it at a general meeting of the Authority.”

Traditionally, the Mayor has been appointed as the Council Representative.

The LGFA will be notified of the City of Norwood Payneham & St Peters representative, via the appropriate documentation (**Attachment A**), by 18 August 2023, in accordance with the prescribed timeframes.

Notices of Motion

The Rules of the LGFA in relation to the Annual General Meeting procedures, require that a Notice of Motion specifying the resolution which is to be proposed must be given to the Chief Executive Officer not less than forty-two days prior to the meeting. To comply with this rule, it is necessary for any Notices of Motion to be submitted to the LGFA no later than Friday, 18 August 2023.

Notices of Motion must be lodged stating the following:

- the Notice of Motion;
- the reason for the Notice of Motion; and
- the suggested action.

Any Notices of Motion submitted by the Council, will be forwarded to the LGFA via the appropriate documentation (**Attachment B**).

OPTIONS

The Council is entitled to appoint a person to represent it at the LGFA AGM.

It is at the discretion of the Council as to whether or not it forwards a Notice of Motion/s to be considered at the Annual General Meeting.

CONCLUSION

All relevant information must be forwarded to the Local Government Finance Authority for inclusion with the Agenda for the LGFA AGM, by Friday, 18 August 2023.

COMMENTS

Nil.

RECOMMENDATION 1

Appointment of Council Representative

1. The Council appoints Mayor Bria as the City of Norwood Payneham & St Peters Representative at the Local Government Finance Authority Annual General Meeting to be held in October 2023.
2. The Council appoints _____ as the City of Norwood Payneham & St Peters Proxy Representative at the Local Government Finance Authority Annual General Meeting to be held in October 2023.

RECOMMENDATION 2

Notices of Motion

1. The Council notes the report and declines the invitation to submit a Notice of Motion to the Local Government Finance Authority 2023 Annual General Meeting.

Or

2. The Council forwards a Notice of Motion to the Local Government Finance Authority 2023 Annual General Meeting in relation to the following item:

Attachments – Item 11.1

Attachment A

Local Government Finance Authority of South Australia Annual General Meeting

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

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**



APPOINTMENT OF COUNCIL REPRESENTATIVE

LOCAL GOVERNMENT FINANCE AUTHORITY OF SOUTH AUSTRALIA

2023 ANNUAL GENERAL MEETING

I advise that Mayor / Councillor / Officer / or any other person
is appointed council representative to the Local Government Finance Authority of South Australia.

Council Name	
Council Delegate (Full Name)	Mayor / Councillor / Officer
Delegate Home Address	
Delegate Email Address	
Name of Chief Executive Officer	
CEO Email Address	
Signature of Chief Executive Officer	

Please return completed Appointment of Council Representative Form to admin@lgfa.com.au
by CLOSING DATE: **Friday 18 August 2023**

(or post to Local Government Finance Authority of SA, Suite 1205, 147 Pirie Street, Adelaide SA 5000)

Attachment B

Local Government Finance Authority of South Australia Annual General Meeting

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

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**



Local Government
Finance Authority

NOTICE OF MOTION

LOCAL GOVERNMENT FINANCE AUTHORITY OF SOUTH AUSTRALIA

2023 ANNUAL GENERAL MEETING

NAME OF COUNCIL:

NOTICE OF MOTION:

.....

REASON:

.....

.....

.....

.....

SUGGESTED ACTION:

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.....

Please return completed Notice of Motion Form to admin@lgfa.com.au
by CLOSING DATE: **Friday 18 August 2023**

(or post to Local Government Finance Authority of SA, Suite 1205, 147 Pirie Street, Adelaide SA 5000)

11.2 LEASE AGREEMENT- 66 NELSON STREET, STEPNEY- NO STRINGS ATTACHED THEATRE DISABILITY INCORPORATED

REPORT AUTHOR: Manager, Governance & Legal
GENERAL MANAGER: General Manager, Governance & Civic Affairs
CONTACT NUMBER: 8336 4626
FILE REFERENCE: qA59165
ATTACHMENTS: A

PURPOSE OF REPORT

The purpose of this report is to present the final iteration of the Lease Agreement between the Council and No Strings Attached Theatre of Disability Incorporated, for the premises located at 66 Nelson Street, Stepney for the Council's approval.

BACKGROUND

At the Council meeting held on 7 November 2022, the Council considered a Draft Lease Agreement between the Council and No Strings Attached Theatre of Disability Incorporated (the Lessee), for the Council owned premises at 66 Nelson Street, Stepney (the premises). Following consideration of the matter, the Council resolved the following:

That the Council endorses the draft Lease contained in Attachment A, prepared between the Council and No Strings Attached Theatre of Disability Incorporated for the premises at 66 Nelson Street, Stepney.

Since the Council meeting held on 7 November 2022, the Lessee has revised the terms of the Lease Agreement. The term of the Lease is five (5) years, with a right of renewal to the Lessee for a further five (5) year term.

A copy of the final Lease Agreement between the Council and the Lessee is contained in **Attachment A**.

RELEVANT STRATEGIC DIRECTIONS & POLICIES

The relevant goals contained in the CityPlan 2030 are:

Outcome 1: Social Equity

Objective 1.1- Convenient and accessible services, information and facilities

Strategy

1.1.1 Establish community hubs that integrate social support, health, recreational and commercial services in multi-purpose spaces

FINANCIAL AND BUDGET IMPLICATIONS

The final Lease Agreement takes into account a recent market rental valuation of the premises, which was undertaken in October 2022, in accordance with the general revaluation of Council owned assets.

Therefore, the Annual Lease Fee under the Lease Agreement is based on a market rental valuation, which is subsidised by the Council's Lease Fee Model, which provides for up to a seventy (70) per cent reduction in the Annual Lease Fee for not-for-profit community groups. The Annual Lease Fee under the Lease Agreement is \$8,000.00, which amounts to a monthly Lease Fee of \$666.66.

EXTERNAL ECONOMIC IMPLICATIONS

Not Applicable.

SOCIAL ISSUES

The Lessee is a not-for-profit community group providing opportunities for persons with disabilities as well as raising awareness of disability issues within the broader community.

CULTURAL ISSUES

Not Applicable.

ENVIRONMENTAL ISSUES

Not Applicable.

RESOURCE ISSUES

Not Applicable.

RISK MANAGEMENT

The Lease Agreement has been reviewed by the Council's lawyers to mitigate any risk to the Council in entering into the Lease Agreement with the Lessee for a further five (5) year term.

CONSULTATION

- **Elected Members**
Elected Members previously considered the matter at the Council Meetings held on 6 December 2021 and 7 November 2022
- **Community**
Not Applicable.
- **Staff**
General Manager, Governance & Civic Affairs
- **Other Agencies**
Not Applicable.

DISCUSSION

Due to a change in the constitution of the Lessee's Board, the negotiations around the Lease Agreement have been delayed. However, the parties have now reached an agreement on the terms of the Lease Agreement.

During the negotiations, the Lessee has been "holding over" the premises under the terms of the previous Lease Agreement which expired on 31 December 2022.

The next step in the process is for the parties to execute the Lease Agreement. This requires the endorsement of the Council to authorise the Mayor and the Chief Executive Officer to enter into the Lease Agreement with the Lessee, for a five (5) year term at the premises in the form of the Lease Agreement contained in Attachment A.

The proposed commencement date of the Lease Agreement is 1 September 2023, expiring on 31 August 2028.

OPTIONS

The Council can determine not to enter into a Lease with the Lessee in the form contained in Attachment A. However, this is not recommended given that the Council has in principle endorsed entering into a Lease Agreement with the Lessee and negotiated with the Lessee on that basis.

CONCLUSION

Given the Lessee has occupied the premises since 2008, and during this time has met its obligations of a Lessee under the Lease Agreement, it is recommended that the Council authorise the Chief Executive Officer to enter into the final Lease Agreement with the Lessee.

COMMENTS

Not Applicable.

RECOMMENDATION

That the Council authorises the Mayor and the Chief Executive Officer to execute the Lease Agreement. Attachment A, with No Strings Attached Theatre of Disability Incorporated, for a term of five (5) years commencing on 1 September 2023.

Attachments – Item 11.2

Attachment A

Lease Agreement 66 Nelson Street, Stepney No Strings Attached Theatre Disability Incorporated

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

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
Norwood
Payneham
& St Peters

LEASE AGREEMENT

Sporting & Community (Not for Profit)

between

THE CORPORATION OF THE CITY OF NORWOOD
PAYNEHAM AND ST PETERS

and

NO STRINGS ATTACHED THEATRE OF DISABILITY INC.

66 Nelson Street

Schedule 1

Item 1 Premises	That portion of the land comprised in Certificates of Title Volume 5799 Folio 119, Volume 5799 Folio 121, and Volume 5799 Folio 117 otherwise known as 66 Nelson Street, Stepney SA 5069 and delineated as 'Office 2, Verandah B, Yard E, Tank G and Tank H' in FX56181, a copy of which is included as Annexure A	
Item 2 Land	The whole of the land comprised in Certificate of Title Volume 5799 Folio 117	
Item 3 Initial Term	Five (5) years commencing on 1 September 2023 (Commencement Date) and expiring at midnight on 31 August 2028	
Item 4 Renewal(s)	N/A	
Item 5 Rent	\$ 8000 per annum (exclusive of GST)	
Item 6 Review Dates and Review Methods	<u>Date/s</u>	<u>Method</u>
	1 September 2024 and on 1 September each year thereafter	CPI Review in accordance with clause 4
Item 7 Outgoings	Outgoings means the total of all amounts paid or payable by the Council in connection with the ownership, management, administration and operation of the Land and/or Building, excluding building insurance.	
Item 8 Permitted Use	As an office and a place for conducting workshops together with ancillary uses including storage of materials, costumes and props	
Item 9 Public risk insurance	\$20,000,000.00	
Item 10 Painting	Internal painting at the expiry of this lease, only if Lessee is vacating premises due to another Lease not being offered to the Lessee by the Council.	

THIS LEASE AGREEMENT made the 1st day of September 2023

PARTIES

THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS of
175 The Parade, Norwood SA 5067 (**Council**)

NO STRINGS ATTACHED THEATRE OF DISABILITY INCORPORATED ABN 30 433 646
981 of 66 Nelson Street, Stepney SA 5069 (**Lessee**)

BACKGROUND

- A. The Council is the registered proprietor, or has the care, control and management, of the Land.
- B. The Lessee has requested a lease to occupy the Land and Premises for the Permitted Use.
- C. The Council has resolved to grant the Lessee a lease of the Premises and (if necessary) undertaken public consultation and/or been granted Parliamentary approval in accordance with the *Local Government Act 1999* (SA).
- D. The Council and Lessee wish to record the terms of their agreement in this lease.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this lease:

Agreed Consideration means the Rent, Outgoings and all other consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Council under this lease (other than tax payable under clause 18).

Building means the interior and exterior of all present and future improvements on the Land and includes all Building Services and Common Areas and all other conveniences, services, amenities and appurtenances of in or to the Building.

Building Services includes all services (including gas, electricity, water, sewerage, lifts, escalators, communications, fire control, air-conditioning, plumbing and telephone and all plant, equipment, pipes, wires and cables in connection with them) to or of the Building or any premises in or on the Land supplied by any authority, the Council or any person the Council authorises.

Business Day means a day which is not a Saturday, Sunday or public holiday in Adelaide.

Commencement Date means the commencement date described in Item 3 of Schedule 1.

Common Areas means all areas of the Land which are not licenced or tenanted and which are for common use by tenants and lessees of the Land or Building and their invitees and customers including driveways, car parks, walkways, washrooms, toilets and stairways.

Council means the party described as 'Council' in this lease and where the context permits includes the employees, contractors, agents and other invitees of the Council.

Council's Equipment means all fixtures and fittings, plant, equipment, services, chattels and other goods installed or situated in or on the Premises and available for use by the Lessee.

CPI means the consumer price index published by the Australian Bureau of Statistics for All Groups (Adelaide).

Current CPI means for a CPI Review Date, the CPI number for the quarter ending immediately before that Review Date.

GST has the meaning given to that term in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any ancillary or similar legislation.

GST Rate means 10% or the rate of GST imposed from time to time under the GST Legislation.

Institute means the South Australian Division of the Australian Property Institute.

Initial Term means the initial term of this lease commencing on the Commencement Date and described in Item 3 of Schedule 1.

Land means the land described in Item 2 of Schedule 1 and includes any part of the Land.

Legislation includes any relevant Act of Parliament (whether State or Federal) and any regulation or by-law including by-laws issued by any local government body or authority.

Lessee means the party described as 'Lessee' in this lease and where the context permits includes the employees, contractors, agents, customers and other invitees of the Lessee.

Lessee's Equipment means any and all fixtures and fittings and other equipment installed in or brought on to or kept in the Premises by the Lessee.

Lessee's Share means the proportion the lettable area of the Premises bears from time to time to the total lettable area of the Land as measured in accordance with the method of measurement recommended for such Premises by the Institute's guidelines current as at the Commencement Date or such other Institute method of measurement as the Council notifies the Lessee.

Outgoings means the outgoings described in Item 7 of Schedule 1.

Payment Date means the Commencement Date and the first day of each month during the Term.

Permitted Use means the use described in Item 8 of Schedule 1.

Premises means the premises described in Item 1 of Schedule 1 including all present and future improvements thereon and the Council's Equipment.

Previous CPI means, for a CPI Review Date, the CPI number for the quarter ending immediately before the last Review Date (or if there has not been a review, the Commencement Date).

Rates and Taxes means all present and future rates, charges, levies, assessments, duty and charges of any Statutory Authority, department or authority having the power to raise or levy any such amounts in respect of the use, ownership or occupation of the Land or Premises and includes water and sewer charges, council rates, emergency services levy.

Renewal Term/s means the term/s (if any) of renewal or extension in Item 4 of Schedule 1.

Rent means the rent described in Item 5 of Schedule 1.

Review Date means each date described in Item 6 of Schedule 1.

Review Method means the relevant method of rent review in Item 6 of Schedule 1 for any Review Date.

Statutory Authorities means any government or authorities created by or under any relevant Legislation.

Statutory Requirements means all relevant Legislation and all lawful conditions, requirements, notices and directives issued or applicable under any such Legislation or by any Statutory Authorities.

Subsidy Percentage means the percentage reduction of fair market rent to be attributed to lessees/licensees of Council owned facilities in accordance with Council's lease fee setting model as applicable and as updated from time to time (80% at the time of entering into this lease).

Term means the Initial Term, the Renewal Term/s and any period during which the Lessee holds over or remains in occupation of the Premises.

1.2 Interpretation

In this lease, unless the context otherwise requires:

- 1.2.1 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 1.2.2 a reference to a person includes a partnership, corporation, association, government body and any other entity;

- 1.2.3 a reference to this lease includes any schedules and annexures to this lease;
- 1.2.4 a reference to any document (including this lease) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.5 a reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- 1.2.6 an unenforceable provision or part of a provision may be severed, and the remainder of this lease continues in force; and
- 1.2.7 the special conditions in Annexure B prevail over the terms in the body of this lease to the extent of any inconsistency.

1.3 **Background**

The Background forms part of this lease and is correct.

2. **GRANT OF LEASE**

The Council grants and the Lessee accepts a lease of the Premises for the Term as set out in this lease.

3. **RENT**

3.1 **Payment of Rent**

The Lessee must pay the Rent by equal instalments in advance on demand.

3.2 **Instalment**

If a rent instalment period is less than a month, the instalment for that period is calculated at a daily rate based on the number of days in the month in which that period begins and the monthly instalment which would have been payable for a full month.

3.3 **Rent Subsidy**

3.3.1 The parties acknowledge that the Rent represents the fair market rent for the Premises (calculated in accordance with the Council's asset valuation data applicable as at the Commencement Date), following the application of a discount equivalent to the Subsidy Percentage.

3.3.2 The Council reserves the right to charge the Lessee undiscounted Rent in the event that the Lessee:

- a) is in breach of any of its obligations under the Lease; or
- b) assigns or transfers its rights and obligations under the Lease to another party.

4. RENT REVIEWS

4.1 Market Review

Where the Review Method for any Review Date is Market, the Rent on and from that Review Date will be reviewed by the Council to the fair market rent for the Premises (calculated in accordance with the Council's asset valuation data applicable as at the subject Review Date), with a discount applied equivalent to the Subsidy Percentage.

4.2 CPI Review

Where the Review Method for any Review Date is CPI, the Rent on and from that Review Date is calculated as follows:

$$R_2 = R_1 \times \frac{\text{CurrentCPI}}{\text{PreviousCPI}}$$

Where:

R_2 is the Rent on and from the Review Date; and

R_1 is the Rent immediately before the Review Date.

4.3 Change to CPI

If the CPI is no longer published, either party may ask the President of the Institute to nominate an index which reflects the rate of price change in the area and group for the CPI and 'CPI' then means that index. Each party must pay one half of the President's costs for nominating an index.

4.4 Rent pending determination

4.4.1 The Rent may be reviewed at any time from a Review Date even if the review is instituted after that Review Date.

4.4.2 If the Rent to apply on and from a Review Date is not agreed or determined by that Review Date, the Lessee must continue to pay instalments of Rent at the rate that applied before the relevant Review Date until the Rent is determined.

4.5 Adjustment once Rent determined

Once the Rent to apply on and from a Review Date is agreed or determined, the Lessee must pay any shortfall and the Council must allow any adjustment for overpayment at the next Payment Date.

4.6 No decrease in Rent

The Rent will not decrease on a Review Date unless otherwise agreed.

4.7 Other review

The Council and Lessee may negotiate and agree a Rent to apply from a Review Date without following this clause.

5. RATES AND TAXES AND OUTGOINGS

5.1 Liability for Rates and Taxes

- 5.1.1 The Lessee must pay or reimburse the Council all Rates and Taxes levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises, with the exception of Council Rates.
- 5.1.2 The applicable Rates and Taxes must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.2 Payment of Outgoings

- 5.2.1 The Lessee must pay or reimburse the Council all Outgoings levied, assessed or charged in respect of the Premises or upon the owner or occupier of the Premises.
- 5.2.2 The Outgoings must be adjusted between the Council and the Lessee as at the Commencement Date and the end or termination date of this lease.

5.3 Lessee's Share

If there are Rates and Taxes and/or Outgoings payable under this lease and any of those Rates and Taxes and/or Outgoings are not separately assessed or charged in respect of the Premises, then the Lessee must pay the Lessee's Share of any such Rates and Taxes or Outgoings assessed or charged in respect of the Land.

5.4 Power and other utilities

- 5.4.1 The Lessee must pay, when due, all costs for the use of telephone, light and other facilities and the consumption of electricity, gas, and any and all other services and utilities supplied to or used from the Premises.
- 5.4.2 If there is no separate meter for a service or utility used on or from the Premises and if the Council so requires, then the Lessee must install the meter at its own cost.
- 5.4.3 Without limiting this subclause, the Lessee must comply with the *Electricity (General) Regulations 1997 (SA)* and any other applicable electricity laws.

6. USE OF PREMISES

6.1 Permitted Use

The Lessee may use the Premises only for the Permitted Use and must not use or allow the Premises to be used for any other use without the Council's consent.

6.2 **Offensive activities**

The Lessee must not carry on any offensive or dangerous activities on or from the Premises or create a nuisance or disturbance on the Premises at any time, and must ensure at all times that activities conducted on or from the Premises do not discredit the Council.

6.3 **Use of facilities**

6.3.1 The Lessee must ensure that the Building Services are used carefully and responsibly and in accordance with any directions given by the Council from time to time.

6.3.2 The Lessee must repair or correct any damage or malfunction which results from any misuse or abuse of the Building Services by the Lessee.

6.4 **Statutory Requirements**

The Lessee must comply with all Statutory Requirements (including the *Occupational Health, Safety and Welfare Act 1986 (SA)*) relating to the Lessee's use and occupation of the Premises, as well as the Permitted Use.

6.5 **No alcohol**

6.5.1 The Lessee must not:

6.5.1.1 serve, sell or provide to persons; or

6.5.1.2 consume or allow persons to consume;

alcoholic beverages on the Premises without the Council's consent, which may be granted by Council subject to whatever conditions it sees fit.

6.5.2 Further, the Lessee must not allow any other activities to be carried out on the Premises that would require a liquor licence under the *Liquor Licensing Act 1997 (SA)* without the Council's consent, which may be granted by Council subject to whatever conditions it sees fit.

6.6 **Gaming Machines**

Under no circumstances will Council approve the use of gaming machines upon the Premises.

6.7 **Signs**

6.7.1 The Lessee must not place any sign or advertisement on the outside or inside (if they can be seen from outside) of the Premises, except a sign or advertisement which is approved by the Council and complies with any relevant Statutory Requirements and policies of the Council.

6.7.2 Where the Lessee places posters to advertise the Lessee's services on the outside or inside of the building (if visible from the outside), an email to the Council advising the Council about the location of the posters, the number of posters, and the length of time the posters will be used will

suffice, provided the posters do not breach clauses 6.2 and 6.3 of the Lease.

6.8 **Dangerous equipment and installations**

The Lessee may only install or use within the Premises equipment and facilities which are reasonably necessary for and normally used in connection with the Permitted Use and must not install or bring onto the Premises:

- 6.8.1 any electrical, gas powered or other machinery or equipment that may pose a danger, risk or hazard;
- 6.8.2 any chemicals or other dangerous substances that may pose a danger, risk or hazard; or
- 6.8.3 any heavy equipment or items that may damage the Premises or Building.

6.9 **Fire precautions**

The Lessee must comply with all Statutory Requirements relating to fire safety and procedures including carrying out any structural works or modifications or other building works which are required as a consequence of the Lessee's use of the Premises.

6.10 **Security**

The Lessee must keep the Premises securely locked at all times when the Premises are not occupied and must provide a key to the Premises to the Council (or if the Council has engaged a manager, then to the manager) to be used only in emergencies.

6.11 **No warranty**

The Council makes no warranty or representation regarding the suitability of the Premises (structural or otherwise) for the Permitted Use or any other purpose.

7. **INSURANCE**

7.1 **Lessee must insure**

The Lessee must keep current during the Term:

- 7.1.1 public risk insurance for at least the amount in Item 9 of Schedule 1 (or any other amount the Council reasonably requires) for each claim;
- 7.1.2 all insurance in respect of the Lessee's Equipment for its full replacement value; and
- 7.1.3 other insurances required by any Statutory Requirement or which the Council reasonably requires.

7.2 Requirements for policies

Each policy must:

- 7.2.1 be with an insurer and on terms reasonably approved by the Council;
- 7.2.2 be in the name of the Lessee and note the interest of the Council and any other person the Council requires;
- 7.2.3 cover events occurring during the policy's currency regardless of when claims are made; and
- 7.2.4 note that despite any similar policies of the Council, the Lessee's policies will be primary policies.

7.3 Evidence of insurance

The Lessee must give the Council certificates evidencing the currency of each policy. During the Term the Lessee must:

- 7.3.1 pay each premium before it is due for payment;
- 7.3.2 give the Council certificates of currency each year when the policies are renewed and at other times the Council requests;
- 7.3.3 not vary, allow to lapse or cancel any insurance policy without the Council's consent;
- 7.3.4 notify the Council immediately if a policy is cancelled or if an event occurs which could prejudice or give rise to a claim under a policy.

7.4 Insurance affected

- 7.4.1 The Lessee must not do anything which may:
 - 7.4.1.1 prejudice any insurance of the Premises or the Building; or
 - 7.4.1.2 increase the premium for that insurance.
- 7.4.2 If the Lessee does anything (with or without the Council's consent) that increases the premium of any insurance the Council has in connection with the Premises or the Building, the Lessee must on demand pay the amount of that increase to the Council.

8. REPAIR AND MAINTENANCE

8.1 Repair and Maintenance

- 8.1.1 The Lessee must, at its cost, keep, maintain, repair and replace the Premises, the Lessee's Equipment and any Building Services situated within the Premises in accordance with the Maintenance Schedule at Annexure C.
- 8.1.2 Any repairs of a structural nature will be the responsibility of the Council, except if specified otherwise in the Maintenance Schedule or

if relating to any alterations to the Premises made by the Lessee in accordance with clause 8.2.

- 8.1.3 The Council may update or amend the Maintenance Schedule at its discretion, and must provide the Lessee with a copy of the updated or amended Maintenance Schedule.
- 8.1.4 For the avoidance of doubt, the Lessee will be responsible for the repair and maintenance of Council's Equipment during the Term, and must replace any damaged (through misuse) or missing Council's Equipment during the Term, to the same standard and value as the original.
- 8.1.5 If the Council so requires, the Lessee must promptly repair any damage to the Building or the Land caused or contributed to by the act, omission, negligence or default of the Lessee.

8.2 Alterations by Lessee

- 8.2.1 The Lessee must not carry out any alterations or additions to the Premises without the Council's consent.
- 8.2.2 The Lessee must provide full details of the proposed alterations and additions to the Council.
- 8.2.3 The Council may impose any conditions it considers necessary if it gives its approval, including requiring the Lessee to obtain the Council's consent to any agreements that the Lessee enters into in relation to the alterations or additions.
- 8.2.4 Unless otherwise agreed in writing between the parties, all alterations and additions to the Land or the Premises made pursuant to this clause become the property of the Council.
- 8.2.5 The Lessee must pay all of the Council's costs (including consultant's costs and legal costs) as a result of the Lessee's alterations and additions.

8.3 Painting

The Lessee must paint the Premises on or before each date specified in Item 10 of Schedule 1 to the following specification:

- 8.3.1 clean and repair all surfaces to be painted; and
- 8.3.2 paint (with at least two coats) or wallpaper, stain, varnish or polish each surface to be painted according to the previous treatment of that surface.

8.4 Cleaning

The Lessee must:

- 8.4.1 keep the Premises clean and tidy;

- 8.4.2 at its cost, arrange for an annual pest inspection to be carried out with respect to the Premises by a licensed pest control company, and must provide the Council with a copy of the annual pest inspection report within 14 days of receiving the report from the relevant company; and
- 8.4.3 not cause the Common Areas to be left untidy or in an unclean state or condition.

9. ASSIGNMENT, SUBLETTING AND HIRING OUT

9.1 Assignment and Subletting

The Lessee may only assign or sublease or otherwise part possession with the Premises with the consent of the Council, which consent may be granted at the Council's discretion and subject to any conditions that the Council sees fit.

9.2 Hiring out Premises

The Lessee may hire out the Premises without the Council's consent provided that hiring the Premises is consistent with the Permitted Use.

9.3 Costs

The Lessee must pay all costs reasonably incurred by the Council (including the costs of any consultant or any legal fees) in relation to any dealing with the Premises, including in considering whether or not to grant consent under this clause.

10. LESSEE GOVERNANCE

If requested, the Lessee must provide to the Council a copy of the Lessee's constitution and any other documents that regulate its governance and operations.

11. COUNCIL'S OBLIGATIONS AND RIGHTS

11.1 Quiet enjoyment

Subject to the Council's rights and to the Lessee complying with the Lessee's obligations under this lease, the Lessee may occupy the Premises during the Term without interference from the Council.

11.2 Right to enter

The Council may (except in an emergency when no notice is required) enter the Premises after giving the Lessee reasonable notice:

- 11.2.1 to see the state of repair of the Premises;
- 11.2.2 to do repairs to the Premises or the Building or other works which cannot reasonably be done unless the Council enters the Premises;
- 11.2.3 to do anything the Council must or may do under this lease or must do under any Legislation or to satisfy the requirements of any Statutory Authority; and
- 11.2.4 to show prospective lessees through the Premises.

11.3 **Emergencies**

In an emergency the Council may:

- 11.3.1 close the Premises or Building; and
- 11.3.2 prevent the Lessee from entering the Premises or Building.

11.4 **Works and restrictions**

11.4.1 The Council may:

- 11.4.1.1 install, use, maintain, repair, alter, and interrupt Building Services;
- 11.4.1.2 carry out works on the Building (including extensions, renovations and refurbishment); and
- 11.4.1.3 close (temporarily or permanently) and restrict access to the Common Areas.

11.4.2 The Council must (except in an emergency) take reasonable steps to minimise interference with the Lessee's use and occupation of the Premises.

11.5 **Right to rectify**

The Council may at the Lessee's cost do anything which the Lessee should have done under this lease but which the Lessee has not done or which the Council reasonably considers the Lessee has not done properly.

12. **TERMINATION FOR DAMAGE OR DESTRUCTION**

If the Premises are destroyed or are damaged so that they are unfit for the Lessee's use then, if within three months that damage or destruction has not been repaired, either party may terminate this lease with one (1) months' notice.

13. **REDEVELOPMENT, ASSET RATIONALISATION AND DEMOLITION**

13.1 If as part of any redevelopment, asset rationalisation or other project conducted by the Council that includes the Land, or for any other reason, the Council wishes to demolish or acquire vacant possession of the Premises or any part of the Premises, then the Council may terminate this lease with six (6) months' notice to the Lessee.

13.2 In the event of any redevelopment, asset rationalisation or other project conducted by the Council, the Council will make a reasonable effort to assist the Lessee relocate to a suitable premises for the remainder of the Term of the Lease on the same conditions as specified under the Lease Agreement.

14. **RENEWAL**

14.1 If a right of renewal or first right of renewal is specified in Item 4 of Schedule 1 and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than

12 months before the expiry of the Initial Term stating it wishes to renew this lease for the period specified in Item 4 of Schedule 1. If such notice is given the Council must renew this lease for the first Renewal Term on the terms in this lease (except this subclause) commencing immediately after the Initial Term expires.

- 14.2 If a second right of renewal is specified in Item 4 of Schedule 1 and the Lessee wishes to exercise that right of renewal, then the Lessee must give a written notice to the Council not less than 6 months and not more than 12 months before the expiry of the Renewal Term stating it wishes to renew this lease for the period specified in Item 4 of Schedule 1. If such notice is given the Council must renew this lease for the second Renewal Term on the terms in this lease (except this subclause and the previous subclause) commencing immediately after the first Renewal Term expires.
- 14.3 The Lessee is not entitled to renew this lease if:
- 14.3.1 the Lessee has been in breach of this lease at any time before giving notice of exercise of the right of renewal;
 - 14.3.2 the Lessee is in breach of this lease at the time of giving that notice; or
 - 14.3.3 the Lessee is in breach or commits a breach of this lease after giving that notice but before commencement of the first or second Renewal Term (as applicable).

15. RIGHTS AND OBLIGATIONS ON EXPIRY

15.1 Expiry

This lease comes to an end at midnight on the last day of the Term unless it is terminated earlier by the Council or the Lessee under this lease.

15.2 Handover of possession

Before this lease comes to an end, the Lessee must:

- 15.2.1 remove all of the Lessee's Equipment and repair any damage caused by such removal;
- 15.2.2 remove and reinstate any alterations or additions made to the Premises by the Lessee;
- 15.2.3 paint the Premises as required under clause 8.3.2; and
- 15.2.4 complete any repairs which the Lessee is obliged to carry out under this lease.

15.3 Abandoned goods

If, when this lease comes to an end, the Lessee leaves any goods or equipment at the Premises, then the Council may deal with and dispose of those goods at its discretion.

15.4 **Holding over**

If, with the Council's consent, the Lessee continues to occupy the Premises after the end of this lease, the Lessee does so under a monthly tenancy which:

- 15.4.1 either party may terminate on one month's notice given at any time; and
- 15.4.2 is on the same terms as this lease.

16. **BREACH**

16.1 **Council's rights on breach**

16.1.1 The Council may come onto the Premises and remedy a breach of this lease without notice:

- 16.1.1.1 in an emergency; or
- 16.1.1.2 if the Lessee breaches any provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so.

16.1.2 The Lessee must pay or reimburse the Council on demand for all costs of remedying the breach.

16.2 **Breach and re-entry**

If:

- 16.2.1 the Lessee fails to pay a sum of money when due and fails to remedy that failure within seven days after receiving notice requiring it to do so; or
- 16.2.2 the Lessee breaches any other provision of this lease and fails to remedy the breach within 14 days after receiving notice requiring it to do so;

then despite any other clause of this lease, the Council:

- 16.2.3 may terminate this lease and re-enter and repossess the Premises, without prejudice to its other rights; and
- 16.2.4 is discharged from any claim by or obligation to the Lessee under this lease.

16.3 **Rights of Council not limited**

A power or right of the Council under this lease or at law resulting from a breach or repudiation of this lease by the Lessee, or the exercise of such power or right, does not limit the Council's powers or rights.

17. INDEMNITY AND RELEASE

17.1 Risk

The Lessee occupies and uses the Premises at the Lessee's risk.

17.2 Indemnity

The Lessee is liable for and must indemnify the Council against all actions, liabilities, penalties, claims or demands for any loss, damage, injury or death incurred or suffered directly or indirectly including in connection with:

17.2.1 any act or omission of the Lessee;

17.2.2 the use of the Premises by the Lessee or otherwise relating to the Premises; or

17.2.3 a breach of this lease by the Lessee.

17.3 Release

The Lessee releases the Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in the Premises or the Building except to the extent that they are caused by the Council's negligence.

17.4 Indemnities are independent

Each indemnity is independent from the Lessee's other obligations and continues during this lease and after this lease ends.

18. GOODS AND SERVICES TAX

18.1 If the Council is liable to pay GST in connection with a supply under this lease then:

18.1.1 the Agreed Consideration for that supply is exclusive of GST;

18.1.2 the Council may increase the Agreed Consideration or the relevant part of the Agreed Consideration by the GST Rate; and

18.1.3 the Lessee must pay the increased Agreed Consideration on the due date for payment by the Lessee of the Agreed Consideration.

18.2 Where the Agreed Consideration is increased under this clause, the Council must, on or before the date on which the Agreed Consideration is payable, issue a tax invoice to the Lessee.

18.3 If the Lessee breaches this clause and as a result the Council becomes liable for penalties or interest for late payment of GST, then the Lessee must pay the Council on demand an amount equal to the penalties and interest.

19. RESUMPTION

The Council may terminate this lease by giving written notice to the Lessee upon receipt of a Notice of Intention under the *Land Acquisition Act 1961* or by any Statutory Authority or semi-governmental body.

20. MISCELLANEOUS

20.1 Entire agreement

This lease constitutes the entire agreement between the parties about the Premises and supersedes any prior understanding, agreement, condition, warranty, indemnity or representation about the Premises.

20.2 Waiver

If the Council accepts or waives any breach by the Lessee, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach of the same obligation or of any other obligation under this lease.

20.3 Exercise of power

20.3.1 The failure, delay, relaxation or indulgence by a party in exercising a power or right under this lease is not a waiver of that power or right.

20.3.2 An exercise of a power or right under this lease does not preclude a further exercise of it or the exercise of another right or power.

21. NOTICE

A notice, demand, consent, approval or communication under this lease (**Notice**) must be in writing and will be sufficiently given if sent via email to either parties' nominated email address or if posted by pre-paid post to the last known address of either party.

22. COSTS

On request, the Lessee must pay or reimburse to the Council:

22.1 one half of all costs incurred by the Council in connection with the preparation, negotiation of this Lease;

22.2 all of the legal costs incurred by the Council in connection with any extension of this lease; and

22.3 all legal and other costs incurred by the Council in consequence of any actual or threatened breach by the Lessee under this lease or in exercising or enforcing (or attempting to do so) any rights or remedies of the Council under this lease or at law or otherwise arising in consequence of any actual or threatened breach by the Lessee.

EXECUTED as an agreement on this day (date)

EXECUTED by an authorised representative of **THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS** under delegation pursuant to section 44 of the Local Government Act 1999:

.....
Signature of Authorised Representative

.....
Signature of Witness

.....
Name of Authorised Representative (print)

.....
Name of Witness (print)

.....
Position of Authorised Representative (print)

SIGNED on behalf of **NO STRINGS ATTACHED THEATRE OF DISABILITY INCORPORATED** in accordance with its constitution or articles of association:
)
)
)

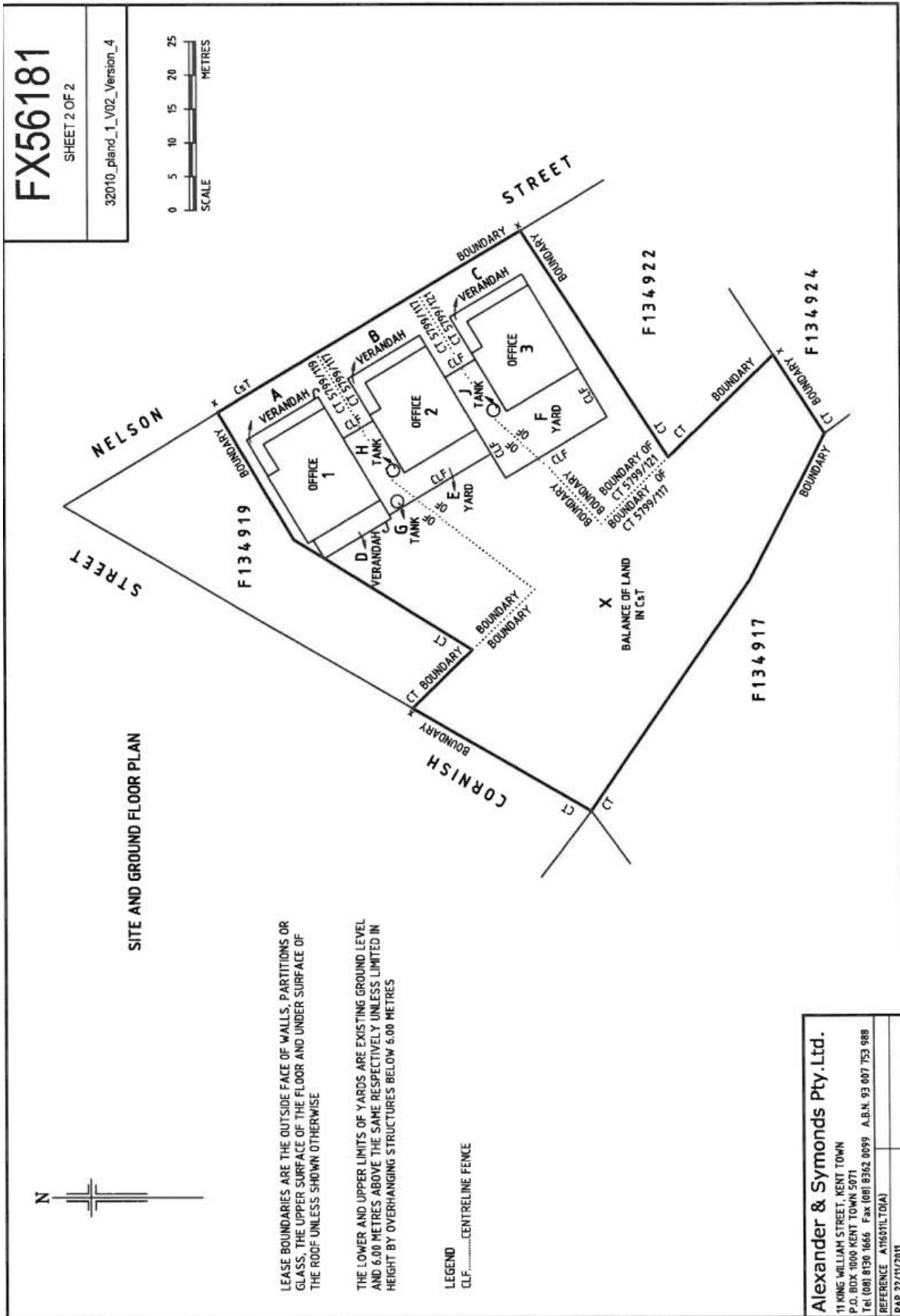
.....
Signature of President

.....
Signature of Secretary

.....
Name

.....
Name

Annexure A Plan



Annexure B Special Conditions

1. ACCESS FOR RAINWATER TANK AND MINOR PLANT

1.1 Rainwater Tank

1.1.1 For the duration of the Term, the Lessee agrees to allow the Council access to the Premises at all times to install, and subsequently maintain, a rainwater tank with associated pipework, drains and gutters on the Premises ('**Rainwater Tank**').

1.1.2 The location of the Rainwater Tank is delineated as Tank H on FX56181.

1.2 Minor Plant

1.2.1 For the duration of the Term, the Lessee agrees to allow the Council access to the Premises at all times to install, and subsequently maintain, minor plant such as air-conditioning plant for the benefit of the premises at 66 Nelson Street, Stepney SA 5069.

2. CARPARKING LICENCE

For the duration of the Term, the Council grants the Lessee a non-exclusive licence for the use of the carparks located on the Land, which licence will be subject to any conditions or restrictions that the Council may impose from time to time.

3. SUBSIDY PERCENTAGE

For the avoidance of doubt, the Annual Lease Fee of \$8,000 payable to the Lessor, is only subject to a CPI increase at each anniversary of the commencement date for term of the Lease Agreement.

Annexure C Maintenance Schedule

Council will schedule item replacements, reconditioning and painting in line with its Asset Management Plan, budget allocations and portfolio priorities.

Line No	Item	Issue	Task Description	Timeliness	Who to Do	Who to Pay	Comments
1	LEGISLATIVE RESPONSIBILITIES, E.G. OCCUPATIONAL HEALTH, SAFETY & WELFARE, DUTY OF CARE AND PUBLIC LIABILITY						
2	Owner's responsibilities	Legislative requirements	Ensure compliance with Work Health and Safety Act 2012 and all relevant Regulations & Codes	As required	Council	Council	
3							
4	Occupier's responsibilities	Legislative requirements	Ensure compliance with Work Health and Safety Act 2012 and all relevant Regulations & Codes	As required	Lessee	Lessee	
5	Risk Management	Risk Management Plan	Prepare and adopt an All Risks Management Plan. Implement the Plan. Provide current copies of the Plan to the Council and keep the Council informed of compliance/non-compliance with the Plan.	As required	Lessee	Lessee	Council to verify adequacy of the Plan
6		Identify hazards	On-going monitoring of potential hazards of any kind. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk THEN notify the Council. Rectify the situation as soon as practicable.	As required	Lessee	Lessee	Council to verify adequacy of the implementation of the Plan as part of its annual inspection
7		Audit/Inspection	Council to arrange a joint inspection of the Premises to view the state of the Facility and compliance with the provisions of the Lease, legislation and the All Risks Management Plan	Annual	Council		Joint inspection.
8							
9	Chemical Register	Provide and maintain a register of all chemicals used or brought onto the site	Record all chemicals and keep SDS sheets for these. Registers to be made available to the Council.	Ongoing	Lessee	Lessee	Council to verify adequacy of the Chemical Register as part of its annual inspection and review
10		Monitor	Check that register is being maintained properly	Yearly	Council	Council	
11							

12	Hazardous Substances	Storage management	Seek written approval from Council before storing hazardous chemicals on-site.	As required	Lessee	Lessee		
13			Store all hazardous chemicals in accordance with the appropriate AS.	Ongoing	Lessee	Lessee		
14			Do not store excess amounts of hazardous chemicals.	Ongoing	Lessee	Lessee		
15	Asbestos Register	Provide Asbestos Register	Ensure that the Register is provided to the Lessee	Lease Commencement	Council	Council		
17		Make accessible	Ensure that the Register is available on site at all times.	As required	Lessee	Lessee		
18		Contact Council	Lessee to Contact Council BEFORE ANY works take place within the building. Approval is required by Council before any works are commenced.	As required	Lessee	Lessee		
19		Maintain up to date register	Maintain up to date register in line with the relevant Australian Standard.	Ongoing	Council	Council		
20	Pest Control	Vermin & Pest Control	Eradication of domestic pests & vermin, e.g.. mice, cockroaches & black ants (European wasps and termites excepted)	Ongoing	Lessee	Lessee	Council can direct action to be taken	
22		European wasps	Treatment of any nests and infestations.	As required	Council	Council	Council to inform Lessee of proposed actions, chemicals etc. before undertaking any pest extermination work	
23		Termites	Reporting infestations		Ongoing	Lessee		Council to be advised ASAP
25			Prevention measures and treatment of nests & infestations.		Ongoing	Council	Council	Council to inform Lessee of proposed actions, chemicals etc. before undertaking any pest extermination work
26	Storage	Storage management	All storage areas must be well organised. Avoid over filling storage areas. Store goods/equipment so as to minimise risk.	Ongoing	Lessee	Lessee		
27								
28								

29	Hire Agreements	Use hire agreement.	The Lessee must ensure that all groups using the premises sign a Council-approved hire agreement. The agreement must state the intended use and include a clause stating that illegal and/or dangerous activities are not permitted.	Ongoing	Lessee	Lessee
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SERVICE CHARGES

32	Service	Issue	Task Description	Timeliness	Who to Do	Who to Pay	
33	Electricity	Connection	If there is any initial charge for new occupant	As required	Lessee	Lessee	
34		Usage	Ongoing usage costs	As required	Lessee	Lessee	
35	Water	Charges	Payment of base water supply charge and levies (if separately charged)	As required	Lessee	Lessee	
37		Usage	Usage Costs	As required	Lessee	Lessee	
38	Sewer	Connection	If there is any initial charge for any connection	As required	Lessee	Lessee	
39		Charges	Payment of base sewer rate (if levied)	As required	Lessee	Lessee	
40		Usage	Ongoing usage costs	As required	Lessee	Lessee	
41	Gas	Connection	If there is any initial charge for new occupant	As required	Lessee	Lessee	
43		Usage	Ongoing usage costs	As required	Lessee	Lessee	
44	Telephone / data	Equipment, switchboard systems	Installation of equipment and cabling, both to the site and within the premises, including any upgrades and modifications	As required	Lessee	Lessee	If there are existing connections, cabling and equipment in place at the commencement of the occupancy, the Lessee takes the installation 'as is', and becomes responsible for its use and usability.
46		Connection	Lessee to pay any connection costs or installation of new lines	As required	Lessee	Lessee	

47	Usage	Ongoing usage costs including for specific lines for security	As required	Lessee	Lessee		
48							
49	INSURANCE						
50	Relief from Insurance Excess Requirement						
51	Graffiti Attack	Insurance Excess			Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
52	Vandalism and Malicious Damage Exterior only	Insurance Excess	Includes broken windows, provided the damage is only external and not caused/initiated by Lessee, or its permitted hirers.		Council	Council	No excess charge is recoverable from Lessee. Council to carry out the repairs.
53	Burglary	Insurance Excess	Includes repairing damage to building		Council	Lessee	No excess charge is recoverable from Lessee. Council to carry out the repairs.
54	Fire, water damage and all other property damage, including being hit by vehicles	Insurance Excess	Includes repairing damage to building		Council	Lessee	No excess charge is recoverable from Lessee. Council to carry out the repairs.
55	All other Claims	Insurance Excess	Includes repairing damage		Council	Lessee	No excess charge is recoverable from Lessee. Council to carry out the works.
56							
57	CLEANING						
58	Building internals Clause 3.9	Cleaning	Ensure that the Premises are cleaned regularly & thoroughly by competent cleaners and ensure that at all times the Premises are kept in a clean, neat & tidy condition appropriate for the intended use.	Weekly	Lessee	Lessee	
59	External Areas Clause 3.9	Cleaning	Ensure that the outside areas are kept in a clean, neat & tidy condition appropriate for the intended use.	Ongoing	Lessee	Lessee	
60							
61	EXTERNAL BUILDING FABRIC						

62	Audit/Inspection	Inspection of Facility	Visual check for movement, cracks, dampness or other irregularities. Undertake repairs as required and with reference to budgeting process.	Annual	Council	Council	Council to pay for inspection; Council or Lessee to pay for repairs and replacement, depending upon who is obligated under the Lease.
63	External walls / External painting	Monitor graffiti	Notify Graffiti Removal Group in the event of an attack.	Ongoing	Lessee	Council	
64		Remove graffiti	Remove or paint over graffiti.	As required	Council	Council	
65		Re-paint	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required	Council	Council	Unless the Improvement Register attached to the Lease identifies the Lessee as being responsible for this
66	External/internal windows	Cleaning – windows and screens	Clean all windows (including screens) on a periodic basis.	Quarterly	Lessee	Lessee	
67		Broken glass	Lessee responsible for the cost of replacement of broken glass, unless through malicious acts not associated with the Lessee, or the Lessee's use of the Facility. Council to organise. Breakage to be reported to Council.	As required	Council	Lessee	
68		Glass broken maliciously	Council responsible for the cost of replacement of broken windows resulting from break-in, attempted break-in or vandalism.	As required	Council	Council	
69		Operation	Smooth and proper operation of windows and associated mechanisms	As required	Council	Council	
70		Frames	To be maintained in serviceable order, well painted/protected from weather (if appropriate) and replaced when necessary	As required	Council	Council	
71		Audit/Inspection	Visual inspection for deterioration and/or damage. Physically test for operation.	Annually	Council	Council	
72	Roof – framing & cladding	Monitor leaks	Notify Council if leaks appear.	Ongoing	Lessee		
74		Repair or replace	Rectify leaks	As required	Council	Council	
75							
76	Roof – gutters & downpipes	Monitoring effectiveness	Visual inspection for integrity, damage & cleaning requirement.	Ongoing	Lessee	Lessee	

77		Cleaning of gutters	As required.	As required	Council	Lessee	
78		Painting	As required to prevent deterioration.	As required	Council	Council	
79		Poor condition	Repair or replace	As required	Council	Council	
80		Audit/Inspection	Visual inspection for integrity, damage & cleaning requirement.	Annually	Council	Council	
81							
82	External doors	Installation & operation of the solid external doors	Maintain integrity of the doors	As required	Council	Council	
83		Installation & operation of fly screen doors	Maintain integrity of the doors	As required	Lessee	Lessee	The Lessee may install and maintain fly screen door as a fixture for which the Lessee is responsible. Note: fly screen doors are required to be keyed to the Council's master key system.
84		Keys	Key cutting required as a result of lost/damaged keys or operational demands of Lessee	As required	Council	Lessee	
85		Door operation (Hinges)	Lessee to lubricate hinges as required.	As required	Lessee	Lessee	
86		Door operation (General)	Ongoing monitoring of operating condition & locking integrity. Notify Council immediately in the event of any failure.	Ongoing	Lessee	Lessee	
87		Lock maintenance and replacement	Lock management is the responsibility of Council except where the damage is clearly a result of misuse by Lessee.	Ongoing	Council	Council	
88							
89	External building signage	Approval	Council to be notified of new signage. Lessee to apply to the Council for Lessor approval	As required	Lessee	Lessee	Major signage is to include the Council logo, as per the Lease. Development Authorisation fees and other costs are the responsibility of the Lessee.
90		Installation	Lessee to install in accordance with lease requirements and relevant statutory requirements (i.e. planning, building, by-laws etc.) when installing or replacing signage	As required	Lessee	Lessee	
91		Maintenance	Lessee to maintain, replace, keep in good appearance, condition and working order and abide by all lease	As required	Lessee	Lessee	

92	External lighting, including flood lighting and security lighting	Approval	requirements and relevant statutory requirements (i.e. planning, building, Community Land Management Plans, by-laws etc.) Council to be notified of proposal to install or alter external lighting. Lessee to apply to the Council for Lessor approval.	As required	Lessee	Lessee	
		Installation	Council to install in accordance with Lessee's requirements and compliance with relevant statutory requirements (ie planning, building, by-laws etc) when installing or replacing lighting	As required	Council	Lessee	
		Maintenance	Lessee to maintain, replace, keep in good appearance, condition and working order	As required	Council	council	This includes globe replacement and motion detectors.
96	INTERNAL BUILDING FABRIC						
	Internal walls & ceilings – solid and/or gyprock	Manage against damage/markings	Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Refer to cleaning below.	Ongoing	Lessee	Lessee	
98		Repairs	Lessee responsible for the cost of repairs or replacement, unless caused through structural failure or water damage which was not contributed to by the Lessee failing to take proper precautions.	As required	Council	Council	Council to organise.
99	Internal doors – including operable walls	Lock & key issues	Same as external doors.				
101		Manage against damage/markings	Ensure that use/activities are undertaken in a suitable environment so as to minimise potential damage. Refer to cleaning below.	Ongoing	Lessee	Lessee	
102		Repairs	Lessee responsible for the cost of repairs, unless only attributable to fair wear and tear factors.	As required	Council	Lessee	Council to organise.
103							

104	Floor finishes (includes stairs where applicable)	Monitor for trip/slip hazards	On-going monitoring of potential slip/trip hazards. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk. Notify Council should hazard relate to structural movement or building fabric.	As required	Lessee	Lessee	
105		Audit/Inspection	Inspect in order to assess integrity & replacement requirement.	Annually	Council	Council	
106		Cleaning (including stain removal) and/or polishing Strip back & re-seal of hard floors	To be undertaken as part of a formal cleaning regime.	As required	Lessee	Lessee	
107			Strip back & re-seal of hard floors e.g wood or parquetry. Contact Council for appropriate procedure.	Not Applicable			If applicable, this would be the Lessee's responsibility.
108		Repairs & replacement	Repair and replace carpets and other floor coverings, if originally supplied by the Council, or accepted by the Council as a Council fixture, otherwise the Lessee is responsible.	As required	Council	Council	Lessee liable to pay if work is required due to extraordinary factors or negligence pertaining to the Lessee.
110	Wall finishes	Cleaning	Where nature of finish permits, wash marks off walls.	As required	Lessee	Lessee	
111		Painting	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required	Council	Council	
112	Ceiling finishes	Painting	Council will undertake re-painting in line with budget allocations & portfolio priorities.	As required	Council	Council	
113	Internal fittings, fixings & built-in joinery	Audit/Inspection	Visual inspection for integrity & damage. Repair/replace as required.	Annually	Council	Council	
114		Repairs & replacement	Repair and replace fixtures, if originally supplied by the Council, or accepted by the Council as a Council fixture, otherwise the Lessee is responsible.	As required	Council	Council	Lessee liable to pay if work is required due to extraordinary factors or negligence pertaining to the Lessee, or the fixture belongs to the Lessee.
115							
116	GROUNDS						
117	Garden beds	Gardening	General garden maintenance including watering, weeding, trimming etc. to all external shrubbery and garden beds	Ongoing	Front: Council Back: Lessee	Front: Council Back: Lessee	

119	Lawns	Installation and maintenance	Maintain in good, neat condition, weed free and mown	As required	Front: Council Back: Lessee	Front: Council Back: Lessee
120	Tree management	Assessment of condition	Monitor aesthetics and stability, especially with respect to potential personal injury or building damage. Notify Council of issues.	As required	Front: Council Back: Lessee	Front: Council Back: Lessee
121		Remove, prune or treat	Undertake tree maintenance as agreed with the Council	As required	Front: Council Back: Lessee	Front: Council Back: Lessee
122		Protection	Exercise caution with vehicles associated with the activity that enter / exit the site adjacent to existing mature trees.		Front: Council Back: Lessee	Front: Council Back: Lessee
123		Major trimming or removal	Trim or remove trees as advised by arborist	As required	Front: Council Back: Lessee	Front: Council Back: Lessee
124	Fencing (including gates)	Site perimeter fencing and gates	Install, repair, maintain and replace as necessary and if applicable, in accordance with the Fences Act 1975. Refer below if there is contributory negligence by the Lessee.	As required	Front: Council Back: Council	Front: Council Back: Council
126		Site perimeter fencing	Repair any damage caused by Lessee, e.g. materials, including fill placed on or against fence, attachments, etc..	As required	Front: Council Back: Lessee	Front: Council Back: Lessee
127		Special purpose fencing and gates	Install, repair, maintain and replace as necessary any special purpose fencing that is different from a standard neighbourhood fence, or the standard reserve fencing specified by the Council.	As required	Front: Council Back: Lessee	Front: Council Back: Lessee
128		Internal fencing	Responsible for supply, repair and maintenance.	As required	Front: Council Back: Lessee	Front: Council Back: Lessee
129		Trellises on fences	Responsible for supply, repair and maintenance.	As required	Front: Council	Front: Council

130					Back: Lessee	Back: Council	
131	Paths & Paved Areas	Keep clean	Keep free of rubbish and tree/garden debris.	As required	Front: Council Back: Lessee	Front: Council Back: Lessee	Lessee is not responsible if Council has undertaken maintenance works
132		Repairs & replacement	Undertake repairs as required in order to maintain integrity & minimise public risk.	As required	Front: Council Back: Lessee	Front: Council Back: Council	
133		Identify trip hazards	On-going monitoring of potential slip/trip hazards. In the event that a hazard is identified, position clear signage immediately to warn building users of the risk THEN notify Council of the details, including date discovered and date fixed.	As required	Front: Council Back: Lessee	Front: Council Back: Council	
134							
135	Site Signage	Signs necessary for site management (i.e. statutory, parking signs)	Update details, remove graffiti, repair or replace as required.	As required	Front: Council Back: Council	Front: Council Back: Council	
136							
137	STORMWATER DRAINS						
138	Open Stormwater Drains	Construction & Maintenance	Install and keep in good working order	As required	Lessee	Lessee	If applicable, this would be the Lessee's responsibility
139		Regular inspection and cleaning	Keep free of tree/garden debris & litter	Weekly	Lessee	Lessee	If applicable, this would be the Lessee's responsibility
140							
141	Stormwater drainage systems (sumps and pipes)	Construction & Maintenance	Install and keep in good working order	As required	Council	Council	
142		Regular inspection and cleaning	Keep free of blockages and silt	Annually	Council	Council	
143							
144	SA WATER MAINS WATER IRRIGATION SYSTEM						

145	Irrigation Mains	Supply, repairs and maintenance	Provision of a mains water (SA Water) supply, either from the SA Water main meter with a subsidiary flow meter in the line to measure the usage of mains water by the Lessee, or a direct metered supply from SA Water	As required	Council	Council	NB: Does not include supply and maintenance of reticulation systems attached to main supply point. Lessee to provide and maintain this.
146	Water consumption	Pay utility charges	Pay charges for supply and consumption	As required	Lessee	Lessee	
147							
148	RAINWATER TANKS						
153	Rainwater tanks & filters	Supply, repairs and maintenance	Maintain in good working order, including cleaning the filters and tanks. Rainwater tank located at 66 Nelson Street next door, but plumbed to this tenancy at 68 Nelson Street.	As required	Council	Lessee	Council to pay for repairs and replacement, unless Lessee is negligent
	Board screen leaf filter	Clean	Clean leaves from inlet screen in tank	As required	Lessee	Council	
151							
152	AIR CONDITIONING						
153	Air conditioning systems	Maintenance contract	Includes major cleaning and general maintenance.	As required	Council	Council	
154	Air conditioning systems	Repairs & replacement	As advised from time to time by the Contractor, or the Lessee	As required	Council	Council	
155	Air conditioning filters	Clean	Clean filters as per the operating manual	As required	Lessee	Council	
156							
157	PLUMBING MAINTENANCE						
158	General plumbing (water & sewer)	Toilet fittings, taps, sinks, drains, pipes etc.	Keep clean, maintain in good repair and free from blockages.	As required	Lessee	Lessee	
159		Toilet fittings, sinks, drains, pipes etc.	Unblock	As required	Lessee	Lessee	Unless caused by tree roots, etc, in which case would be Council responsibility for costs
160		Toilet fittings, sinks, drains, pipes etc.	Repair/replace as required for fair wear and tear.	As required	Council	Council	
161		Toilet fittings, sinks, drains, pipes etc.	Repair/replace as required if damaged or prematurely failing due	As required	Council	Lessee	

			to lack of maintenance or negligence, etc.				
162	Hot water services (includes solar)	Relief valve	Keep relief valve clear	Annually	Lessee	Lessee	
163		Repair or replace	Repair or replace as required	As required	Council	Council	
164							
165	ELECTRICAL SUPPLY & MAINTENANCE						
166	Solar or wind generation systems	Supply	Supply & installation	As decided	Council	Lessee	
167		Operation and maintenance	Maintenance, including testing and inspections	As required	Council	Council	
168							
169	Main Switchboard	Main electrical connection and main distribution board	Supply main electrical connection and main distribution board	Initial installation	Council	Council	
170		Maintenance, including testing and inspections	Checking and maintenance/repair of electrical installation	As required	Council	Council	
171		Upgrade	Upgrade if a result of increased power requirements	As required	Council	Lessee	
172							
173	Electrical distribution network & sub-boards	Maintenance, including testing and inspections	Checking and maintenance/repair of electrical installation	As required	Council	Council	
174		Upgrade	Upgrade if a result of increased power requirements	As required	Council	Lessee	
175							
176	RCDs	Regular test by identified resource	Test for correct operation monthly. Document test as required.	Monthly	Council	Lessee	
177		Electrician testing & maintenance	Contract for inspection and test as per AS 3190	As required	Council	Lessee	
178							
179	Tagging and testing	In-service safety inspection and testing of electrical equipment	Maintain regulatory compliance as per AS 3760.	Ongoing	Lessee	Lessee	The Council will check for compliance during its annual inspection of the premises
180							

181	External lighting/Internal lighting (including Fittings)	Initial Installation	Installation of all lights, including floodlighting, security lighting and internal lighting	As required	Council	Council	The Lessee takes the installation 'as is', and becomes responsible for its use and usability.
182		Alterations and new fittings	Changes or additions to existing lighting is required	As required	Council	Lessee	
183		Maintenance, including replacement of motion detectors, globes, etc.	Lessee to replace at own cost.	As required	Council	Lessee	Council to decide on which party to pay, depending upon the circumstances and the need.
184		Monitor operation	Lessee to notify Council of maintenance/replacement requirement of light fittings.	Ongoing	Lessee		
185		Damaged fittings	Repair/replace as required	As required	Council	Lessee	Council to pay for vandalism & malicious damage, up to amount of insurance excess
186							
187	Switches	Audit/inspection	Inspection for integrity and damage by Lessee.	Annually	Council	Council	Council to pay for inspection; Lessee to pay for repairs and replacement, if Lessee's fault.
188							
189	ESSENTIAL SAFETY PROVISIONS (ESP'S)						
190	ESP's include: building fire safety systems, fire extinguishers, fire blankets, fire hose reels, exit lighting, emergency lighting, emergency egress points, etc. and other statutory safety requirements for buildings.						
191	General	Initial Installation: Supply & install ESP equipment	Ensure that required ESP equipment is supplied, installed and working and that the premises comply with relevant legislative and Building Code requirements at the beginning of the occupancy (not a continuing occupancy).	As required	Council	Council	
192		Coordinate testing, servicing and maintenance for all ESP's & ensure compliance with the <i>Planning, Infrastructure and Development Act 2016</i>	A Form 3 certificate (as required pursuant to Regulation 94(11) of the <i>Planning, Infrastructure and Development Act 2016</i>) will be completed by a certified contractor annually as proof that the required testing and maintenance has been carried out.	Ongoing	Council	Council	

193		Cost reimbursement	Reimburse Council expenditure incurred with ongoing ESP supply and compliance	As incurred	Council	Council
194	Exit lighting	Notify Council if inoperative	If an exit light is damaged or not working the Council must be contacted immediately.	Ongoing	Lessee	council
195		Repair/replace	Repair/replace immediately	As required	Council	Council
196						
197	Fire extinguishers, fire blankets, fire hose reels, etc.	Tampering	Manage against tampering. Ensure that fire safety equipment is not moved from its dedicated location or tampered with.	Ongoing	Lessee	Lessee
198		Repair/replace	Repair/replace immediately	As required	Council	Lessee
199						
200	Emergency exit doors	Monitor operation	Ongoing monitoring of operating condition & locking integrity. Notify Council immediately in the event of any failure.	Ongoing	Lessee	
201		Repair/replace	Repair/replace immediately	As required	Council	Council
202						
203	Emergency egress points & paths of travel to exit doors	Keep clear at all times (internally and externally)	Ensure that emergency egress points are kept clear at all times. That is, prevent blocking by furniture or stored items.	Ongoing	Lessee	Lessee
204						
205	SECURITY - Council Installed & Maintained					
206	Security system	Maintain the security system.	Maintain the security system.	Annually	Council	Council
207						
208	Security contract	Repairs & replacement	As required	As required	Council	Council
209						
210	SECURITY - Lessee Installed & Maintained					
211	Security system	Maintain the security system.	Maintain the security system.	Annually	Lessee	Lessee
212		Council to be kept informed	Provide current details of the security system, including names of security company and access codes to the Council	As required	Lessee	Lessee
	Security contract	Repairs & replacement	As required	As required	Lessee	Lessee

11.3 BY-LAW DELEGATIONS UNDER SECTION 44 OF THE LOCAL GOVERNMENT ACT 1999

REPORT AUTHOR: Manager, Governance & Legal
GENERAL MANAGER: General Manager, Governance & Civic Affairs
CONTACT NUMBER: 8336 4626
FILE REFERENCE: qA123520
ATTACHMENTS: A - B

PURPOSE OF REPORT

The purpose of this report is to present to the Council, the Delegations under the Council's By-laws pursuant to Section 44 of the *Local Government Act 1999* for the Council's endorsement.

BACKGROUND

At the Council meeting held on 6 August 2018, the Council considered the making of By-laws in accordance with Section 246 of the *Local Government Act 1999* (the Act), where the Council resolved the following:

1. *That in exercise of the powers contained in Section 246 of the Local Government Act 1999, and having satisfied the requirements of the Act having had regard to the outcome of the consultation process, the National Competition Policy Report, the Certificates of Validity provided to the Council's legal practitioner, and the comments from the Dog and Cat Management Board in relation to By-law No 5, the majority of the Council, in the presence of at least two thirds of its members, hereby makes and passes the following By-laws as contained in Attachment A:*

By-Law No 1- Permits and Penalties By-Law 2018;

By-Law No 2- Moveable Signs By-Law 2018;

By-Law No 3- Local Government Act By-Law 2018;

By-Law No 4- Roads-By-Law 2018;

By-Law No 5- Dogs By-Law 2018; and

By-Law No 6- Waste Management By-Law 2018.

2. *That the Chief Executive Officer be authorised to undertake all steps necessary to finalise the By-law review process and to give effect to the newly adopted By-laws.*

The resolution at the 6 August 2018 meeting incorrectly referenced:

- By-Law No 3-Local Government Act By-Law 2018 which should read By-Law No 3-Roads-By-Law 2018, and
- By-Law No 4-Roads-By-Law 2018 which should read By-Law No 4-Local Government Act By-Law 2018.

Legislative Framework

The power of the Council to make By-laws is contained in Section 246 of the Act. The Council, under Section 246(1) of the Act, has the power to make By-laws that are within the contemplation of the Act or another Act, or a matter authorised under the regulations under the Act or another Act.

The Council also has the general power under Section 246(2) to make By-laws for the good rule and government of the area, and for the convenience, comfort and safety of its community. However, the By-laws must not be inconsistent with the Act, or the general law of the State and must not exceed the power conferred under the Act.

It is a breach of Section 262 of the Act for a person to engage in conduct in contravention of a By-law that is made under this Act. An Authorised Person appointed under Section 260(1) of the Act, may order a person who is in contravention of the By-law, to stop the conduct and take specified action to remedy the contravention. The failure to comply with an order by an Authorised Person is an offence under the Act and carries a maximum penalty of \$5000.

RELEVANT STRATEGIC DIRECTIONS & POLICIES

Not Applicable.

FINANCIAL AND BUDGET IMPLICATIONS

Not Applicable

EXTERNAL ECONOMIC IMPLICATIONS

Not Applicable.

SOCIAL ISSUES

Not Applicable.

CULTURAL ISSUES

Not Applicable.

ENVIRONMENTAL ISSUES

Not Applicable.

RESOURCE ISSUES

Not Applicable.

RISK MANAGEMENT

Not Applicable.

CONSULTATION

- **Elected Members**
Elected Members previously considered the matter at the Council meetings on 3 April 2018 and 6 August 2018.
- **Community**
The By-laws were subject to community consultation in accordance with sections 132(1) and 249(1) of the Act.
- **Staff**
General Manager, Governance & Civic Affairs
- **Other Agencies**
Not Applicable.

DISCUSSION

The Council currently has six (6) By-laws in place dated 30 June 2018, that relate to the following:

1. By-law No 1- Permits and Penalties By-law 2018;
2. By-law No 2- Moveable Signs By-law 2018;
3. By-law No 3- Roads By-law 2018;
4. By-law No 4- Local Government Land By-law 2018;
5. By-law No 5- Dog By-law 2018; and
6. By-law No 6- Waste Management By-law 2018

A copy of the above-mentioned By-laws is contained within **Attachment A**.

The powers and functions under each of the above By-laws rests with the Council and have not been delegated to the Chief Executive Officer pursuant to Section 44 of the Act.

Delegation to the Chief Executive Officer

Section 44(1) of the Act provides that the Council may delegate a power or function vested or conferred under this or another Act. This includes the power to delegate a power and function of a By-law made under the Act. The Council, pursuant to Section 44(4)(a) of the Act, may attach conditions and limitations to the delegation of its powers and functions.

At the time of making the By-laws the Council did not delegate the powers and functions under the By-laws to the Chief Executive Officer. From a good governance perspective, it is recommended the Council delegates its powers and functions under the By-laws to the Chief Executive Officer, to ensure the By-laws are appropriately enforced and implemented in a timely manner.

For example, the power to provide permission to a person to undertake certain activities on Council land under Clause 9 of By-law No 4-Local Government Land, rests with the Council. Activities, such as advertising, camping, fireworks and games and sport, that require permission to undertake on Council land, should be delegated to the Chief Executive Officer to manage as part of council day-to-day operations. The general power of the Council to grant permission for specified activities under Clause 9 of By-law No 4- Local Government Land is under clause 8.2 of By-law No 1- Permits and Penalties By-law 2018.

The Chief Executive Officer may then consider sub-delegating these powers and functions delegated by the Council under the By-laws to staff to assist in the administration, operation and enforcement of the By-laws and the Act, unless the Council directs otherwise.

The list of the powers and functions open to the Council to delegate to the Chief Executive Officer pursuant to section 44 of the Act, under By-law No 1 to By-law No 6 inclusive, have been prepared by the Council's Lawyers.

A copy of the powers and functions to be delegated to the Chief Executive Officer under By-law No 1 to By-law No 6 inclusive is contained within **Attachment B**.

OPTIONS

Delegations are an essential component of any organisation. In essence, the majority of delegations are of an administrative and operational nature and are necessary for the efficient and effective implementation of decisions and the administration of Council business and operations and the efficient use of limited resources.

Without the use of delegations under the By-laws, a significant number of minor matters would need to be referred to the Council for decision. Put simply, an organisation such as a Council cannot operate or perform the necessary functions as required under the various pieces of legations without delegations.

CONCLUSION

The Council has not delegated its powers and functions under the By-laws to the Chief Executive Officer. From a good governance perspective and in order to achieve efficiency within the organisation, it is proposed that the Council delegate its powers and functions under the By-laws to the Chief Executive Officer pursuant to section 44 of the Act.

COMMENTS

The Delegations under the By-laws will be effective immediately upon the Council's approval and adoption.

RECOMMENDATION

1. In exercise of the power contained in Section 44 of the *Local Government Act 1999*, the powers and functions under the following By-laws and specified in the proposed Instruments of Delegation for By-laws contained in the Appendices numbered 1 to 6 inclusive, to this report are hereby delegated this 7 August 2023 to the person occupying the office of Chief Executive Officer, or any person acting in the office of Chief Executive Officer, subject to the conditions and or limitations (if any) specified herein or in the Schedule of Conditions in the proposed Instruments of Delegation for the By-laws:
 - 1.1 Permits and Penalties By-law 2018;
 - 1.2 Movable Signs By-law 2018;
 - 1.3 Roads By-law 2018;
 - 1.4 Local Government Land By-law 2018;
 - 1.5 Dogs By-law 2018; and
 - 1.6 Waste Management By-law 2018.
2. The Chief Executive Officer, or any person acting in the office of Chief Executive Officer, is authorised to sub-delegate these powers as the delegate thinks fit in accordance with the relevant legislation unless otherwise indicated herein or in the Schedule of Conditions contained in the proposed Instruments of Delegation for the By-laws.

Attachments – Item 11.3

Attachment A

By-Law Delegations Under Section 44 of the Local Government Act 1999

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

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**

SECTION 249 LOCAL GOVERNMENT ACT 1999

CERTIFICATE OF VALIDITY

I, CIMON ANGELA BURKE of Level 6, 19 Gilles Street, Adelaide in the State of South Australia, being a legal practitioner within the meaning of the *Legal Practitioners Act 1981*, declare that I have examined the following by-law:

City of Norwood Payneham & St Peters**By-law No 1 – Permits and Penalties By-Law 2018**

A By-law to create a permit system for Council By-laws, to fix maximum and continuing penalties for offences, and to clarify the construction of Council By-laws;

and do certify that in my opinion:

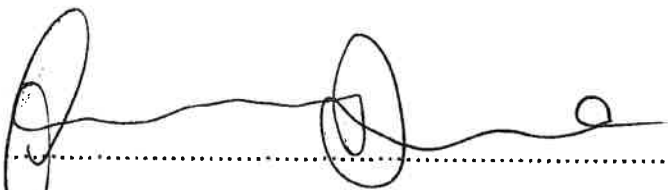
City of Norwood Payneham & St Peters

has the power to make the by-law by virtue of the following statutory provisions:

Local Government Act 1999: sections 246(1), 246(2), 246(3)(a), 246(3)(c), 246(3)(f) and 246(3)(g);

and the by-law is not in conflict with the *Local Government Act 1999*.

DATED the 30 day of June 2018

A handwritten signature in black ink, consisting of a large loop on the left, a horizontal line, another large loop, and a small 'a' at the end. The signature is written over a horizontal dotted line.

Cimon Burke, Legal Practitioner



City of
Norwood
Payneham
& St Peters

CITY OF NORWOOD PAYNEHAM & ST PETERS

PERMITS AND PENALTIES BY-LAW 2018

By-law No. 1 of 2018

This By-law is to create a permit system for Council By-laws, to fix maximum and continuing penalties for offences, and to clarify the construction of Council By-laws.

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PART 1 -PRELIMINARY

1. Title

This By-law may be cited as the *Permits and Penalties By-law 2018* and is By-law No. 1 of the City of Norwood Payneham & St Peters.

2. Authorising law

This By-law is made under section 246 of the Act.

3. Purpose

The objectives of this By-law are to provide for the good rule and government of the Council area, and for the convenience, comfort and safety of its inhabitants by:

- 3.1 creating a permit system for Council By-laws;
- 3.2 providing for the enforcement of breaches of Council By-laws and fixing penalties; and
- 3.3 clarifying the construction of Council By-laws.

4. Commencement & Expiry

This By-law will commence in accordance with section 249(5) of the Act and will expire on 1 January 2026.

5. Application

This By-law applies throughout the Council's area.

6. Interpretation

In this By-law, unless the contrary intention appears;

- 6.1 **Act** means the *Local Government Act 1999*;
- 6.2 **Council** means the City of Norwood Payneham & St Peters;
- 6.3 **person** includes a natural person, a body corporate, an incorporated association or an unincorporated association.

Note-

Section 14 of the *Acts Interpretation Act 1915* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Act.

7. Construction of By-laws generally

- 7.1 Every By-law of the Council is subject to any Act of Parliament and Regulations made thereunder.
- 7.2 In any By-law of the Council, unless the contrary intention appears **permission** means permission of the Council (or such other person that the Council may

authorise), granted in writing (including by way of the Council adopting a policy, for this purpose) prior to the act, event or activity to which it relates.

PART 2 – PERMITS AND PENALTIES

8. Permits

- 8.1 Where a By-law requires that permission be obtained any person seeking the grant of permission must submit a written application to the Council in the form (if any) and accompanied by the fee (if any) prescribed by the Council.
- 8.2 The Council (or such other person that the Council may authorise) may attach such conditions as it thinks fit to a grant of permission and may vary or revoke such conditions or impose new conditions by notice in writing to the person granted permission.
- 8.3 A person granted permission must comply with every such condition. Failure to do so is an offence (to the extent that it gives rise to a contravention of a By-law).
- 8.4 The Council (or such other person authorised by the Council) may suspend or revoke a grant of permission at any time by notice in writing to the person granted permission.

9. Offences and Penalties

- 9.1 A person who acts in contravention of any By-law of the Council is guilty of an offence and may be liable to pay:
- 9.1.1 a maximum penalty being the maximum penalty referred to in the Act that may be fixed for any breach of a By-law; or
- 9.1.2 subject to any resolution of the Council to the contrary, the expiation fee fixed by the Act for alleged offences against By-laws, being a fee equivalent to 25 per cent of the maximum penalty fixed for any breach of a By-law.
- 9.2 A person who commits a breach of a By-law of the Council of a continuing nature is guilty of an offence and, in addition to any other penalty that may be imposed, is liable to a further penalty for every day on which the offence continues, such penalty being the maximum amount referred to in the Act that may be fixed by a By-law for a breach of a By-law of a continuing nature.

Note-

The maximum penalty for a breach of a By-law is currently \$750.00, and the maximum penalty for every day in which a breach of a continuing nature continues is currently \$50.00 – see section 246(3)(g) of the Act.

Pursuant to section 246(5) of the Act expiation fees may be fixed for alleged offences against by-laws either by a by-law or by resolution of the Council. However, an expiation fee fixed by the Council cannot exceed 25 per cent of the maximum penalty for the offence to which it relates.

This By-law was duly made and passed at a meeting of the City of Norwood Payneham & St Peters held on **6 August 2018** by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.



Mario Barone
Chief Executive Office

SECTION 249 LOCAL GOVERNMENT ACT 1999

CERTIFICATE OF VALIDITY

I, CIMON ANGELA BURKE of Level 6, 19 Gilles Street, Adelaide in the State of South Australia, being a legal practitioner within the meaning of the *Legal Practitioners Act 1981*, declare that I have examined the following by-law:

City of Norwood Payneham & St Peters

By-law No 2 – Moveable Signs By-Law 2018

A By-law to set standards for moveable signs on roads and to provide conditions for the placement of such signs for the purpose of protecting visual amenity and public safety;

and do certify that in my opinion:

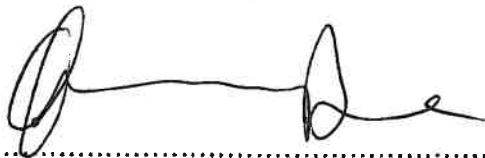
City of Norwood Payneham & St Peters

has the power to make the by-law by virtue of the following statutory provisions:

Local Government Act 1999: sections 226, 238, 239(1)(a), 246(1), 246(2), 246(3)(a), 246(3)(c), 246(3)(f) and 246(3)(h)(iii);

and the by-law is not in conflict with the *Local Government Act 1999*.

DATED the 30 day of June 2018



.....
Cimon Burke, Legal Practitioner



City of
Norwood
Payneham
& St Peters

CITY OF NORWOOD PAYNEHAM & ST PETERS

MOVEABLE SIGNS BY-LAW 2018

By-law No. 2 of 2018

A By-law to set standards for moveable signs on roads and to provide conditions for the placement of such signs for the purpose of protecting visual amenity and public safety.

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PART 1 – PRELIMINARY

1. Title

This By-law may be cited as the *Moveable Signs By-law 2018* and is By-law No. 2 of the City of Norwood Payneham & St Peters.

2. Authorising law

This By-law is made under sections 226, 238, 239 and 246 of the Act.

3. Purpose

The objectives of this By-law are to set standards for moveable signs on roads:

- 3.1 to protect the comfort and safety of road users and members of the public;
- 3.2 to enhance the amenity of roads and surrounding parts of the Council area;
- 3.3 to prevent nuisances occurring on roads;
- 3.4 to prevent unreasonable interference with the use of a road; and
- 3.5 for the good rule and government of the Council area.

4. Commencement and Expiry

This By-law will commence in accordance with section 249(5) of the Act and will expire on 1 January 2026.

5. Application

- 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2018*.
- 5.2 This By-law applies throughout the Council's area and is subject to the exemptions set out in clause 12.

6. Interpretation

In this By-law, unless the contrary intention appears:

- 6.1 **Act** means the *Local Government Act 1999*;
- 6.2 **authorised person** means a person appointed as an authorised person pursuant to section 260 of the Act;
- 6.3 **banner** means a slip of cloth, plastic or other material hung up or carried on a pole, fence or other structure;
- 6.4 **business premises** means premises from which a business is being conducted excluding any place where a home activity (as defined in the *Development Regulations 2008*) is being conducted;
- 6.5 **Council** means the City of Norwood Payneham & St Peters;
- 6.6 **footpath area** means:
 - 6.6.1 that part of a road between the property boundary of the road and the edge of the carriageway on the same side as that boundary; or
 - 6.6.2 a footway, lane or other place made or constructed for the use of pedestrians and not for the use of vehicles.
- 6.7 **Local Government land** has the same meaning as in the Act;
- 6.8 **moveable sign** has the same meaning as in the Act;
- 6.9 **road** has the same meaning as in the Act; and

6.10 **vehicle** has the same meaning as in the *Road Traffic Act 1961*.

Note

Section 14 of the Acts *Interpretation Act 1915* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-law was made.

PART 2 – MOVEABLE SIGNS

7. Construction and Design

A moveable sign must:

- 7.1 be of kind known as:
 - 7.1.1 an 'A' frame or sandwich board sign;
 - 7.1.2 an inverted 'T' sign;
 - 7.1.3 a 'tear drop' sign;
 - 7.1.4 a flat sign; or
 - 7.1.5 with the permission of the Council (including as may be set out in a Council policy from time to time) a sign of some other kind;
- 7.2 be designed, constructed and maintained in good quality and condition;
- 7.3 be of strong construction and sufficiently stable or securely fixed in position so as to keep its position, including in any weather conditions;
- 7.4 have no sharp or jagged edges or corners;
- 7.5 not, in the opinion of an authorised officer, be unsightly or offensive in appearance or content;
- 7.6 be constructed of timber, metal, plastic or plastic coated cardboard, or a mixture of such materials;
- 7.7 not exceed 1 metre in height or 0.6 metres in depth and width;
- 7.8 in the case of a 'tear drop' sign, not exceed 2.4 metres in height or 0.6 metres in depth and width;
- 7.9 in the case of an 'A' frame or sandwich board sign:
 - 7.9.1 be hinged or joined at the top;
 - 7.9.2 be of such construction that its sides are securely fixed or locked in position when erected; and
 - 7.9.3 not have a base area in excess of 0.6 square metres; and
- 7.10 in the case of an inverted 'T' sign, not contain struts or members that run between the display area and the base of the sign.

8. Placement

A moveable sign must not be:

- 8.1 placed on any part of a road other than the footpath area;

- 8.2 placed on a footpath that is less than 2.5 metres wide;
- 8.3 placed on the sealed part of a footpath unless the sealed part is wide enough to contain the sign and still leave a clear thoroughfare (of sealed footpath area) of:
 - 8.3.1 in the case of moveable signs placed on The Parade, Norwood, at least 2 metres between the sign and the building line or, where there is no building, the adjoining property boundary; and
 - 8.3.2 in all other cases, at least 1.5 metres between the sign and the building line or, where there is no building, the adjoining property boundary;
- 8.4 placed other than on the kerb side of the footpath area (or, if there is no kerb, on the side closest to the carriageway) but must not be placed closer than 0.5 metres to the kerb;
- 8.5 tied, fixed, leaned against or attached to, or placed closer than 1 metre from another structure, object (including another moveable sign, bus shelter, or business merchandise display), tree, bush or plant;
- 8.6 placed on the sealed part of a footpath if there is an unsealed part on which the sign can be placed in accordance with this By-law;
- 8.7 placed on a footpath adjacent a loading zone, bus stop or taxi rank;
- 8.8 placed on a landscaped area, other than landscaping that comprises only lawn;
- 8.9 placed within 10 metres of an intersection of two or more roads;
- 8.10 placed on a designated parking area;
- 8.11 displayed during the hours of darkness unless it is clearly lit;
- 8.12 placed on a median strip, traffic island, roundabout or any other traffic control device on a road;
- 8.13 be placed in such a position or in such circumstances that:
 - 8.13.1 it compromises the safety of any person or places a person at risk of harm; or
 - 8.13.2 it obstructs or impedes (or would be likely to obstruct or impede) a vehicle door when opened, provided that the vehicle is parked lawfully on a road; or
 - 8.13.3 otherwise interfere with the reasonable movement of persons or vehicles using the footpath or road in the vicinity of where the moveable sign is placed.

9. Appearance

A moveable sign placed on the footpath area of a road must, in the opinion of an authorised person:

- 9.1 be painted or otherwise detailed at a competent and professional manner;
- 9.2 be of such design and contain such colours which are compatible with the architectural design of the premises adjacent to the sign, and which relate well to the town scope and overall amenity of the locality in which it is situated;
- 9.3 not have balloons, flags, streamers or other things attached to it; and
- 9.4 not rotate or contain flashing parts.

10. Banners

A person must not erect or display a banner on a building or structure on a road without the Council's permission.

Note-

A person must not erect or display a banner on a public road for a business purpose without a permit from the Council issued under section 222 of the Local Government Act 1999.

11. Restrictions

11.1 A person must not, without the Council's permission:

- 11.1.1 cause or allow more than one moveable sign for each business premises to be displayed on the footpath area of a road at any time;
- 11.1.2 display a moveable sign on or attached to or adjacent to a vehicle that is parked on Local Government land on a road primarily for the purpose of advertising or offering for sale a product (including the vehicle) or business to which the sign relates; or
- 11.1.3 cause or allow a moveable sign to be placed on a footpath area unless:
 - (a) it only displays material which advertises a business being conducted on premises adjacent to the moveable sign or the goods and services available from that business; and
 - (b) the business premises to which it relates is open to the public.

11.2 If in the opinion of the Council a footpath area is unsafe for a moveable sign to be displayed, the Council may by resolution prohibit or restrict the display of a moveable sign on that footpath area on such conditions as the Council thinks fit.

12. Exemptions

12.1 Subclauses 7.6, 8.4, 9.1, 9.2, 9.3 and 11.1 of this By-law do not apply to a moveable sign which:

- 12.1.1 advertises a garage sale taking place from residential premises, provided that no more than six (6) moveable signs are displayed at any one time in relation to the garage sale taking place at that residential premises; or
- 12.1.2 is a directional sign to an event run by a community organisation or charitable body.

12.2 Subclause 11.1 of this By-law does not apply to a flat sign which only contains a newspaper headline and the name of a newspaper or magazine.

12.3 A requirement of this By-law will not apply where the Council has granted permission (which may include by way of adopting a policy for this purpose) for a moveable sign (or class of moveable sign) to be displayed contrary to that requirement.

Note-

This By-law does not apply to moveable signs placed and maintained on a road in accordance with section 226(3) of the Act, which includes any sign:

- placed there pursuant to an authorisation under another Act;
- designed to direct people to the open inspection of any land or building that is available for purchase or lease;
- related to a State or Commonwealth election and is displayed during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day;
- related to an election held under this Act or the *Local Government (Elections) Act 1999* and is displayed during the period commencing four (4) weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or
- the sign is of a prescribed class.

PART 3 - ENFORCEMENT

13. Removal of moveable signs

- 13.1 A person must immediately comply with the order of an authorised person to remove a moveable sign made pursuant to section 227(1) of the Act.

Note-

Pursuant to section 227(1) of the Act, an authorised person may order the owner of a moveable sign to remove the sign from the road if:

- the design, construction or positioning of a Moveable Sign does not comply with a requirement of this By-law; or
- any other requirement of this By-law is not complied with; or
- the Moveable Sign unreasonably restricts the use of the Road or endangers the safety of other persons.

- 13.2 The owner of or other person entitled to recover a moveable sign removed by an authorised person pursuant to section 227(2) of the Act, may be required to pay to the Council any reasonable costs incurred by the Council in removing, storing, and/or disposing of the moveable sign before being entitled to recover the moveable sign.

- 13.3 The owner, or other person responsible for a moveable sign must remove or relocate the moveable sign at the request of an authorised person:

13.3.1 if, in the opinion of an authorised person, and notwithstanding compliance with this By-law, there is any hazard or obstruction or there is likely to be a hazard or obstruction arising out of the location of the moveable sign; or


13.3.2 for the purpose of special events, parades, roadworks or in any other circumstances which, in the opinion of the authorised person, require relocation or removal of the moveable sign to protect public safety or to protect or enhance the amenity of a particular locality.

14. LIABILITY OF VEHICLE OWNERS

- 14.1 For the purposes of this clause 14, **owner** in relation to a vehicle has the same meaning as contained in section 4 of the Act.

- 14.2 The owner and the driver of a vehicle driven, parked or standing in contravention of this By-law are each guilty of an offence and liable to the penalty as prescribed for that offence.

This By-law was duly made and passed at a meeting of the Council of the City of Norwood Payneham & St Peters held on **6 August 2018** by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.



Mario Barone
Chief Executive Officer

SECTION 249 LOCAL GOVERNMENT ACT 1999

CERTIFICATE OF VALIDITY

I, CIMON ANGELA BURKE of Level 6, 19 Gilles Street, Adelaide in the State of South Australia, being a legal practitioner within the meaning of the *Legal Practitioners Act 1981*, declare that I have examined the following by-law:

City of Norwood Payneham & St Peters**By-law No 3 – Roads By-Law 2018**

A By-law to manage, control and regulate certain activities on roads in the Council's area;

and do certify that in my opinion:

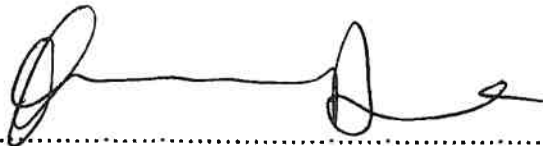
City of Norwood Payneham & St Peters

has the power to make the by-law by virtue of the following statutory provisions:

Local Government Act 1999: sections 239, 246(1), 246(2), 246(3)(a), 246(3)(c), 246(3)(e), 246(3)(f) and 246(3)(h)(iii); and
Local Government (General) Regulations 2015: regulation 28.

and the by-law is not in conflict with the *Local Government Act 1999*.

DATED the 30th day of June 2018



Cimon Burke, Legal Practitioner



City of
Norwood
Payneham
& St Peters

CITY OF NORWOOD PAYNEHAM & ST PETERS

ROADS BY-LAW 2018

By-law No. 3 of 2018

A By-law to manage, control and regulate certain activities on roads in the Council's area.

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PART 1 – PRELIMINARY

1. Title

This By-law may be cited as the *Roads By-law 2018* and is By-law No. 3 of the City of Norwood Payneham & St Peters.

2. Authorising law

This By-law is made under sections 239 and 246 of the Act and regulation 28 of the *Local Government (General) Regulations 2013*.

3. Purpose

The objectives of this By-law are to manage, control and regulate the prescribed uses of roads in the Council's area:

- 3.1 to protect the convenience, comfort and safety of road users and members of the public;
- 3.2 to prevent damage to buildings and structures on roads;
- 3.3 to prevent certain nuisances occurring on roads; and
- 3.4 for the good rule and government of the Council's area.

4. Commencement and Expiry

This By-law will commence in accordance with section 249(5) of the Act and will expire on 1 January 2026.

5. Application

- 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2018*.
- 5.2 Subject to subclauses 5.3, this By-law applies throughout the Council's area.
- 5.3 Subclause 7.3.1 and 7.4.2 of this By-law applies throughout the Council's area except in such part or parts of the Council area as the Council may by resolution direct in accordance with section 246(3)(e) of the Act.

6. Interpretation

In this By-law, unless the contrary intention appears:

- 6.1 **Act** means the *Local Government Act 1999*;
- 6.2 **animal** includes birds, insects, poultry, horses, cattle, sheep, goats and other livestock, but does not include a dog;
- 6.3 **authorised person** is a person appointed by the Council as an authorised person under section 260 of the Act;
- 6.4 **camp** includes setting up a camp, or causing:
 - 6.4.1 a tent or other structure of calico, canvas, plastic or other similar material; or

- 6.4.2 a swag or similar bedding; or
- 6.4.3 subject to the *Road Traffic Act 1961*, a caravan or motor home;
- to remain on a road for the purpose of staying overnight, whether or not any person is in attendance or sleeps on the road;
- 6.5 **Council** means the City of Norwood Payneham & St Peters;
- 6.6 **effective control** means a person exercising effective control of an animal either:
- 6.6.1 by means of physical restraint; or
- 6.6.2 by command, the animal being in close proximity to the person and the person being able to see the animal at all times;
- 6.7 **emergency worker** has the same meaning as in the *Road Traffic (Road Rules - Ancillary and Miscellaneous Provisions) Regulations 2014*;
- 6.8 **moveable sign** has the same meaning as in the Act;
- 6.9 **road** has the same meaning as in the Act; and
- 6.10 **vehicle** has the same meaning as in the *Road Traffic Act 1961*.

Note-

Section 14 of the *Acts Interpretation Act 1915* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-law was made.

PART 2 – USE OF ROADS**7. Activities requiring permission**

A person must not do any of the following activities on a road without the permission of the Council.

7.1 Advertising

Display or cause to be displayed on a road or on a structure or object on a road, any poster, advertising or sign, other than a moveable sign that is displayed in accordance with the Council's Moveable Signs By-law.

7.2 Amplification

Use an amplifier or other device whether mechanical or electrical for the purpose of amplifying sound including for the broadcasting of announcements or advertisements.

7.3 Animals

7.3.1 Cause or allow an animal to stray onto, move over, or graze on a road except for on a road to which the Council has determined this subclause applies (if any).

7.3.2 Subject to clause 7.3.1:

- 7.3.2.1 lead, herd, exercise or cause or allow an animal to stray onto or move over any road unless the animal is under effective control; or
- 7.3.2.2 lead, herd or exercise an animal in such a manner as to cause a nuisance or endanger the safety of a person.

7.4 Camping and Tents

- 7.4.1 Subject to this subclause 7.4, erect a tent or other structure of calico, canvas, plastic or other similar material as a place of habitation (including on a temporary basis).
- 7.4.2 Camp or sleep overnight except:
 - 7.4.2.1 on a road to which the Council has resolved this subclause applies (if any); and
 - 7.4.2.2 in accordance with any conditions determined by the Council and displayed on any signage on or near the road.

7.5 Donations

Ask for or receive or do anything to indicate a desire for a donation of money or any other thing.

7.6 Obstructions

Erect, install or place or cause to be erected, installed or placed any structure, object or material of any kind so as to obstruct a road, footway, water-channel, or watercourse in a road.

7.7 Preaching

Preach, harangue, solicit or canvass for religious or charitable purposes.

7.8 Public Exhibitions and Displays

- 7.8.1 Sing, busk, play a recording or use a musical instrument, or perform similar activities.
- 7.8.2 Conduct or hold a concert, festival, show, circus, performance or a similar activity.
- 7.8.3 Erect a stage or structure for the purpose of conducting or holding a concert, festival, show, circus, performance or a similar activity.
- 7.8.4 Cause any public exhibitions or displays.

7.9 Share Bikes

- 7.9.1 Operate a share bike scheme.
- 7.9.2 Leave a share bike on a road other than in accordance with conditions determined by the Council (including as set out in a policy from time to time) that are published on the Council's website.

7.9.3 For the purposes of this subclause 7.9:

7.9.3.1 **share bike** means a bike operating in the Council's area that is available for hire (for fee or otherwise) in connection with a share bike scheme, including through the use of a special purpose electronic application; and

7.9.3.2 **share bike scheme** means a scheme operated in the Council's area which involves bikes (dockless or otherwise) being made available for hire by any person for a fee or otherwise.

7.10 Vehicles

Repair, wash, paint, panel beat or perform other work of a similar nature to a vehicle, except for running repairs in the case of a vehicle breakdown.

Note-

Moveable signs on roads are regulated by sections 226 and 227 of the Act and the Council's Moveable Signs By-law.

PART 3 - ENFORCEMENT

8. Directions

A person who, in the opinion of an authorised person is committing or has committed a breach of this By-law, must immediately comply with a direction of an authorised person to leave that part of the road.

9. Orders

If a person does not comply with an order of an authorised person made pursuant to section 262 of the Act in respect of a breach of this By-law, the Council may seek to recover its costs of any action taken under section 262(3) of the Act from the person to whom the order was directed.

Note-

Section 262(1) of the Act states:

If a person (the offender) engages in conduct that is a contravention of this Act or a By-law under this Act, an authorised person may order the offender-

- a) if the conduct is still continuing – to stop the conduct; and
- b) whether or not the conduct is still continuing – to take specified action to remedy the contravention.

Subsections (2) and (3) of section 262 also provide that it is an offence to fail to comply with an order and that if a person does not comply, the authorised person may take action reasonably required to have the order carried out. For example, an authorised person may order a person to:

- cease busking on a road;
- remove an object or structure blocking a footpath;
- dismantle and remove a tent from a road.

10. Removal of animals and objects

10.1 The Council (or its delegate) may, pursuant to section 234 of the Act, remove an animal or object that is on a road in breach of a By-law if no person is in charge, or apparently in charge, of the animal or object.

- 10.2 The Council may recover from the owner or apparent owner of an animal or object removed under subclause 10.1 the costs it incurs in removing that object.

PART 4 - MISCELLANEOUS

11. Exemptions

The restrictions in this By-law do not apply to a police officer, emergency worker, Council officer or employee acting in the course and within the scope of that person's normal duties, or to a contractor while performing work for the Council and while acting under the supervision of or in accordance with a direction from a Council officer.

12. Liability of vehicle owners

- 12.1 For the purposes of this clause 12, **owner** in relation to a vehicle has the same meaning as contained in section 4 of the Act.
- 12.2 The owner and the driver of a vehicle driven, parked or standing in contravention of this By-law are each guilty of an offence and liable to the penalty as prescribed for that offence.

This By-law was duly made and passed at a meeting of the City of Norwood Payneham & St Peters held on **6 August 2018** by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.



Mario Barone
Chief Executive Officer

SECTION 249 LOCAL GOVERNMENT ACT 1999

CERTIFICATE OF VALIDITY

I, CIMON ANGELA BURKE of Level 6, 19 Gilles Street, Adelaide in the State of South Australia, being a legal practitioner within the meaning of the *Legal Practitioners Act 1981*, declare that I have examined the following by-law:

City of Norwood Payneham & St Peters**By-law No 4 – Local Government Land By-Law 2018**

A By-law to manage and regulate the access to and use of Local Government land (other than roads), and certain public places;

and do certify that in my opinion:

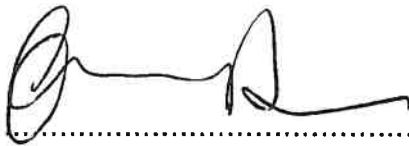
City of Norwood Payneham & St Peters

has the power to make the by-law by virtue of the following statutory provisions:

*Local Government Act 1999: sections 238, 246(1), 246(2), 246(3)(a), 246(3)(c), 246(3)(e), 246(3)(f) and 246(3)(h)(iii); and
Harbors and Navigation Act 1993: section 18A.*

and the by-law is not in conflict with the *Local Government Act 1999*.

DATED the 30 day of June 2018



.....
Cimon Burke, Legal Practitioner



City of
Norwood
Payneham
& St Peters

CITY OF NORWOOD PAYNEHAM & ST PETERS

LOCAL GOVERNMENT LAND BY-LAW 2018

BY-LAW NO. 4 OF 2018

A By-law to manage and regulate access to and use of Local Government land (other than roads), and certain public places.

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PART 1 – PRELIMINARY

1. Title

This By-law may be cited as the *Local Government Land By-law 2018* and is By-law No. 4 of the City of Norwood Payneham & St Peters.

2. Authorising law

This By-law is made under sections 238 and 246 of the Act and section 18A of the *Harbors and Navigation Act 1993*.

3. Purpose

The objectives of this By-law are to regulate the access to and use of Local Government land (other than roads) and certain public places:

- 3.1 to prevent and mitigate nuisances;
- 3.2 to prevent damage to Local Government land;
- 3.3 to protect the convenience, comfort and safety of members of the public;
- 3.4 to enhance the amenity of the Council area; and
- 3.5 for the good rule and government of the Council's area.

4. Commencement and Expiry

This By-law will commence in accordance with section 249(5) of the Act and will expire on 1 January 2026.

5. Application

- 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2018*.
- 5.2 Subject to subclauses 5.3 and 5.4, this By-law applies throughout the Council area.
- 5.3 Subclauses 9.3, 9.9.1, 9.9.4, 9.25.1 – 9.25.3, 9.35, 10.3 and 10.9 of this By-law only apply in such part or parts of the Council area as the Council may, by resolution direct in accordance with section 246(3)(e) of the Act.
- 5.4 Subclauses 9.5.1, 9.9.2, 9.15.2.2 and 9.31 of this By-law apply throughout the Council's area except in such part or parts of the Council area as the Council may by resolution direct in accordance with section 246(3)(e) of the Act.

6. Interpretation

In this By-law, unless the contrary intention appears:

- 6.1 **Act** means the *Local Government Act 1999*;
- 6.2 **animal** includes birds, insects, poultry, horses, cattle, sheep, goats and other livestock, but does not include a dog;
- 6.3 **authorised person** is a person appointed by the Council as an authorised person under section 260 of the Act;
- 6.4 **boat** includes a raft, pontoon, houseboat, personal watercraft or other similar device;

- 6.5 **camp** includes setting up a camp, or causing a tent, swag and/or similar bedding, a caravan or motor home to remain on the land for the purpose of staying overnight, whether or not any person is in attendance or sleeps on the land;
- 6.6 **Council** means the City of Norwood Payneham & St Peters;
- 6.7 **electoral matter** has the same meaning as in the *Electoral Act 1985* provided that such electoral matter is not capable of causing physical damage or injury to any person within its immediate vicinity;
- 6.8 **effective control** means a person exercising effective control of an animal either:
- 6.8.1 by means of physical restraint; or
- 6.8.2 by command, the animal being in close proximity to the person and the person being able to see the animal at all times;
- 6.9 **emergency worker** has the same meaning as in the *Road Traffic (Road Rules-Ancillary and Miscellaneous Provisions) Regulations 2014*;
- 6.10 **liquor** has the same meaning as in the *Liquor Licensing Act 1997*;
- 6.11 **Local Government land** means all land owned by the Council or under the Council's care, control and management (except roads);
- 6.12 **offensive** includes threatening, abusive, insulting or annoying behaviour and offend has a complementary meaning;
- 6.13 **open container** means a container which, after the contents of the container have been sealed at the time of manufacture:
- 6.13.1 being a bottle, it has had its cap, cork or top removed (whether or not it has since been replaced);
- 6.13.2 being a can, it has been opened or punctured;
- 6.13.3 being a cask, it has had its tap placed in a position to allow it to be used;
- 6.13.4 being any other form of container, it has been opened, broken, punctured or manipulated in such a way as to allow access to its contents; or
- 6.13.5 is a flask, glass, mug or other container able to contain liquid;
- 6.14 **personal watercraft** means a device that –
- 6.14.1 is propelled by a motor; and
- 6.14.2 has a fully enclosed hull; and
- 6.14.3 is designed not to retain water if capsized; and
- 6.14.4 is designed to be operated by a person who sits astride, stands, or kneels on the device,
- and includes the device commonly referred to as a jet ski;

- 6.15 **recreation ground** means Local Government land commonly used for playing sports or games, or accommodating the spectators at any sport or game, and any area of land contiguous thereto and used in connection with it.
- 6.16 **tobacco product** has the same meaning as in the *Tobacco Products Regulation Act 1997*;
- 6.17 **vehicle** has the same meaning as in the *Road Traffic Act 1961*;
- 6.18 **waters** includes a body of water, including a pond, lake, river, creek or wetlands under the care, control and management of the Council; and
- 6.19 **wheeled recreational device** has the same meaning as in the *Road Traffic Act 1961*.

Note-

Section 14 of the Acts *Interpretation Act 1915* provides that an expression used in a By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-law was made.

PART 2 – ACCESS TO LOCAL GOVERNMENT LAND**7. Access****Note-**

Pursuant to section 238(3) of the Act, if a Council makes a By-law about access to or use of a particular piece of Local Government land (under section 238), the Council should erect a sign in a prominent position on, or in the immediate vicinity of, the land to which the By-law applies.

The Council may:

- 7.1 close, or regulate or restrict access to, any part of Local Government land to the public for specified times and days; and
- 7.2 fix charges or fees payable for entry onto any part of Local Government land.

8. Closed lands

A person must not without permission, enter or remain on any Local Government land:

- 8.1 which has been closed, or in respect of which access by the public is regulated or restricted in accordance with subclause 7.1;
- 8.2 where entry fees or charges are payable, without paying those fees or charges; or
- 8.3 where the land has been enclosed by fences and/or walls and gates that have been closed and locked.

PART 3 – USE OF LOCAL GOVERNMENT LAND**9. Activities requiring permission****Note**

Pursuant to section 238(3) of the Act, if a Council makes a By-law about access to or use of a particular piece of Local Government land (under section 238), the Council should erect a sign in a prominent position on, or in the immediate vicinity of, the land to which the By-law applies.

A person must not without the permission of the Council, do any of the following on Local Government land.

9.1 Advertising

Display, paint or erect or cause to be displayed, painted or erected, on Local Government Land or a structure, building or fixture on Local Government Land any sign, advertising or hoarding for the purpose of commercial advertising or any other purpose.

9.2 Aircraft

Subject to the *Civil Aviation Act 1988*, land any aircraft (including a helicopter) on, or take off any aircraft from the land.

9.3 Alcohol

Consume, carry or be in possession or in charge of any liquor on Local Government land comprising parks or reserves to which the Council has determined this paragraph applies.

9.4 Amplification

Use an amplifier or other mechanical or electrical device for the purpose of amplifying sound or broadcasting announcements or advertisements.

9.5 Animals

9.5.1 Cause or allow an animal to stray onto, move over, graze or be left unattended on Local Government land except for on Local Government land to which the Council has resolved this subclause applies and provided that the animal or animals are under effective control.

9.5.2 Cause or allow an animal to enter, swim, bathe or remain in any waters located on Local Government land.

9.6 Annoyance

Do anything likely to offend or unreasonably interfere with any other person:

9.6.1 using that land; or

9.6.2 occupying nearby premises,

by making excessive noise or creating a disturbance.

9.7 Attachments

Subject to subclause 9.1, attach or cause to be attached, hang or fix anything to a tree, plant, equipment, fence, post, structure or fixture on Local Government land.

9.8 Bees

Place a hive of bees on such land or allow it to remain thereon.

9.9 Boats

Subject to the provisions of the *Harbors and Navigation Act 1993* and the *Marine Safety (Domestic Commercial Vessel) National Law*:

- 9.9.1 launch or retrieve a boat to or from any waters adjacent to or on any Local Government land to which the Council has determined this subclause applies;
- 9.9.2 propel, float or otherwise use a boat on or in any waters except:
- (a) on Local Government land to which the Council has determined this subclause does not apply; and
 - (b) in accordance with any conditions that the Council may have determined by resolution apply to that use.
- 9.9.3 hire out a boat or otherwise use a boat for commercial purposes; or
- 9.9.4 moor any boat on or to Local Government land to which the Council has determined this subclause applies.

9.10 Bridge Jumping

Jump or dive from a bridge on Local Government land.

9.11 Buildings

Use a building, or structure on Local Government land for a purpose other than its intended purpose.

9.12 Burials and Memorials

9.12.1 Bury, inter or spread the ashes of any human or animal remains.

9.12.2 Erect any memorial.

9.13 Camping and Tents

9.13.1 Subject to subclause 9.13, erect a tent or other structure of calico, canvas, plastic or similar material.

9.13.2 Camp or sleep overnight on Local Government land except:

9.13.2.1 where a person is in a caravan park on Local Government land, the proprietor of which has been given permission to operate the caravan park on that land; or

9.13.2.2 on Local Government land that has been designated by resolution of the Council for that purpose and only then, in accordance with such time limits and other conditions determined by resolution of the Council and contained in any signage erected thereon.

9.14 Canvassing

Subject to subclause 14.2, convey any advertising, religious or other message to any bystander, passer-by or other.

9.15 Defacing Property

Deface, damage, paint, spray, write upon, cut names, letters or make marks on any tree, rock, gate, fence, object, monument, building, sign, bridge or property of the Council.

9.16 Distribution

Subject to subclause 14.2 and the *Local Nuisance and Litter Control Act 2016*, place on a vehicle (without the consent of the owner of the vehicle), or give out or distribute any book, leaflet or other printed matter to any bystander, passer-by or other person.

9.17 Donations

Ask for or receive or indicate that he or she desires a donation of money or any other thing.

9.18 Entertainment and Busking

9.18.1 Sing, busk or play a recording or use a musical instrument for the apparent purpose of either entertaining others or receiving money.

9.18.2 Conduct or hold a concert, festival, show, public gathering, circus, meeting, performance or any other similar activity.

9.19 Equipment

Use an item of equipment, facilities or property belonging to the Council if that person is of or over the age indicated by a sign or notice as the age limit for using such equipment, facility or property.

9.20 Fires

Subject to the *Fire and Emergency Services Act 2005* light a fire except:

9.20.1 in a place provided by the Council for that purpose; or

9.20.2 in a portable barbeque, as long as the barbeque is used in an area that is clear of flammable material for a distance of at least four (4) metres.

9.21 Fireworks

Use, ignite or discharge any fireworks.

9.22 Flora and Fauna

Subject to the *Native Vegetation Act 1991* and the *National Parks and Wildlife Act 1972*:

9.22.1 plant, damage, pick, cut, disturb, interfere with or remove any plant, tree or flower thereon;

9.22.2 cause or allow an animal to stand or walk on or drive a vehicle over any flower bed or garden plot;

- 9.22.3 deposit, dig, damage, disturb, interfere with or remove any soil, stone, wood, clay, gravel, pebbles, timber, bark or any part of the land;
- 9.22.4 take, interfere with, tease, harm or disturb any animal, bird or marine creature or the eggs or young of any animal, bird or marine creature;
- 9.22.5 pick, collect, take, interfere with or disturb any fruit, nuts, berries or native seeds;
- 9.22.6 disturb, interfere with or damage any burrow, nest or habitat of any animal or bird;
- 9.22.7 use, possess or have control of any device for the purpose of killing or capturing any animal, bird or marine creature; or
- 9.22.8 burn any timber or dead wood –

with the exception that subclauses 9.22.4 and 9.22.7 do not apply to lawful fishing activities.

9.23 **Games & Sport**

- 9.23.1 Participate in, promote or organise any organised competition or sport, as distinct from organised social play on Local Government land to which the Council has resolved this subclause applies.
- 9.23.2 Play or practise any game which involves kicking, hitting or throwing a ball or other object on Local Government land to which the Council has resolved this subclause applies;
- 9.23.3 Engage or participate in or conduct any organised group fitness activity or training on Local Government land to which the Council has resolved this subclause applies.
- 9.23.4 Play or practice the game of golf on Local Government Land other than on a properly constructed golf course or practice fairway and in accordance with any conditions determined by the Council (or its agent) that apply to such play or practice.

9.24 **Interference with Land**

Interfere with, alter or damage the land (including a building, structure or fixture located on the land) including:

- 9.24.1 altering the construction or arrangement of the land to permit or facilitate access from an adjacent property;
- 9.24.2 erecting or installing a structure (including pipes, wires, cables, fixtures, fittings and other objects) in, on, across, under or over the land;
- 9.24.3 changing or interfering with the construction or arrangement of materials on the land;
- 9.24.4 planting a tree or other vegetation on the land, interfering with the vegetation on the land or removing vegetation from the land; or

9.24.5 otherwise use the land in a manner contrary to the purpose for which the land was designed to be used.

9.25 Model Aircraft, Boats and Cars

Subject to the *Civil Aviation Safety Regulations 1998*:

9.25.1 fly or operate a model or drone aircraft, boat or model or remote control vehicle in a manner which may cause or be likely to cause injury or discomfort to a person being on or in the vicinity of the land or detract from or be likely to detract from another person's lawful use of and enjoyment of the land; or

9.25.2 fly or operate a model or drone aircraft, boat or model or remote control vehicle on any Local Government land to which the Council has resolved this subclause applies.

9.26 Overhanging Articles or Displaying Personal Items

Suspend or hang an article or object from a building, verandah, pergola, post or other structure on Local Government land where it might present a nuisance or danger to a person using the land or be of an unsightly nature.

9.27 Playing Area

Use or occupy a recreation ground:

9.27.1 in such a manner as to damage or be likely to damage the surface of the recreation ground or infrastructure (above and under ground level);

9.27.2 in a manner contrary to the purpose for which the recreation ground was intended to be used or occupied; or

9.27.3 contrary to any directions of the Council made by resolution and indicated on a sign displayed adjacent to the recreation ground.

9.28 Preaching

Preach, harangue or solicit for religious or charitable purposes.

9.29 Rubbish

Remove, disperse or interfere with any rubbish (including bottles, newspapers, cans, containers or packaging) that has been discarded in a bin on any Local Government Land, or placed on Local Government Land for collection by the Council (or its agent).

9.30 Share Bikes

9.30.1 Operate a share bike scheme.

9.30.2 Leave a share bike on Local Government land other than in accordance with conditions determined by the Council (including as set out in a policy from time to time) that are published on the Council's website.

9.30.3 For the purposes of this subclause 9.30:

9.30.3.1 **share bike** means a bike operating in the Council's area that is available for hire (for fee or otherwise) in connection with a share bike scheme, including through the use of a special purpose electronic application; and

9.30.3.2 **share bike scheme** means a scheme operated in the Council's area which involves bikes (dockless or otherwise) being made available for hire by any person for a fee or otherwise.

9.31 **Swimming**

Subject to the provisions of the *Harbors and Navigation Act 1993* swim in, bathe or enter any waters on Local Government land except:

9.31.1 in an area which the Council has designated and set aside for such purposes; and

9.31.2 in accordance with any conditions that the Council may have determined (by resolution) apply to such use and which are exhibited on any signage in the vicinity.

9.32 **Trading**

9.32.1 Sell, buy, offer or display anything for sale or hire or lease any goods, merchandise, commodity, article or thing.

9.32.2 Carry on any business or promote or advertise the same.

9.32.3 Set up a van or other vehicle, stall, stand, table or other structure, tray, carpet or device for the apparent purpose of buying, selling, offering, displaying or exposing for sale or the hiring or leasing of any goods, merchandise, commodity, article, service or thing.

9.33 **Vehicles**

9.33.1 Drive or propel a vehicle except on an area or road constructed and set aside by the Council for that purpose.

9.33.2 Promote, organise or take part in a race, test or trial of any kind in which vehicles take part, except on an area properly constructed for that purpose.

9.33.3 Repair, wash, paint, panel beat or carry out other work to a vehicle, except for running repairs in the case of a breakdown.

9.34 **Weddings, Functions and Special events**

9.34.1 Hold, conduct or participate in a marriage ceremony, funeral service or other special event as determined by the Council.

9.34.2 Erect a marquee, stage or structure for the purpose of holding or conducting a wedding, funeral service or other special event as determined by the Council.

9.34.3 Hold or conduct any filming where the filming is for a commercial purpose.

9.35 Wheeled Recreational Devices

Subject to the *Road Traffic Act 1961*, use a wheeled recreational device on Local Government land to which the Council has determined this subclause applies.

10. Prohibited activities

A person must not do any of the following on Local Government land.

10.1 Animals

10.1.1 Cause or allow an animal to damage a flowerbed, garden plot, tree, lawn or like thing or place.

10.1.2 Subject to subclause 9.4, lead, herd or exercise any animal in such a manner as to cause a nuisance or endanger the safety of any person.

10.2 Equipment

Use any item of equipment, facilities or property belonging to the Council other than in the manner and for the purpose for which it was designed, constructed or intended to be used or in such manner as is likely to damage or destroy it.

10.3 Fishing

Fish in any waters to which the Council has determined this subclause applies.

10.4 Glass

Willfully break any glass, china or other brittle material.

10.5 Interference with Permitted Use

Interrupt or unreasonably interfere with any other person's use of Local Government land where the person is using the land in a manner permitted by the Council or in accordance with any permission that has been granted by the Council.

10.6 Nuisance

Behave in such an unreasonable manner as to cause discomfort, inconvenience, annoyance or offence to any other person including by using profane, indecent or obscene language.

10.7 Playing games

Play or practise a game or sport or participate in any form of recreation or amusement:

10.7.1 which is likely to cause damage to the land or anything on it;

10.7.2 which endangers the safety or interferes with the comfort of (any person; and

10.7.3 in any area where a sign indicates that the game, sport or amusement is prohibited.

10.8 Rubbish and Rubbish Dumps

10.8.1 Interfere with, remove or take away any rubbish that has been discarded at any rubbish dump on Local Government land.

10.8.2 Deposit in a receptacle any rubbish emanating from domestic or trade purposes, unless designated by a sign or signs.

10.9 Smoking

Subject to the *Tobacco Products Regulation Act 1997*, smoke, hold or otherwise have control over an ignited tobacco product on any land to which the Council has determined to be a smoke-free area.

10.10 Solicitation

Tout or solicit customers for the parking of vehicles or for any other purpose whatsoever.

10.11 Throwing objects

Throw roll, project or discharge a stone, substance or other missile, excluding sport and recreational equipment designed to be used in that way.

10.12 Toilets

In any public convenience on Local Government land:

10.12.1 urinate other than in a urinal or pan or defecate other than in a pan set apart for that purpose;

10.12.2 deposit anything in a pan, urinal or drain which is likely to cause a blockage;

10.12.3 use it for a purpose for which it was not designed or constructed;

10.12.4 enter a toilet that is set aside for use of the opposite gender except:

- (a) where a child under the age of eight years is accompanied by a parent or adult guardian of that gender; or
- (b) to provide assistance to a person with a disability; or
- (c) in the case of a genuine emergency.

10.13 Waste

Deposit or leave thereon anything obnoxious or offensive.

PART 4 - ENFORCEMENT

11. Directions

11.1 A person on Local Government land must comply with a reasonable direction from an authorised person relating to:

- 11.1.1 that person's use of the land;
 - 11.1.2 that person's conduct and behaviour on the land;
 - 11.1.3 that person's safety on the land; or
 - 11.1.4 the safety and enjoyment of other persons on the land.
- 11.2 a person who, in the opinion of an authorised person, is likely to commit or has committed, a breach of this By-law must immediately comply with a direction of an authorised person to leave that part of Local Government land.

12. Orders

If a person fails to comply with an order of an authorised person made pursuant to section 262 of the Act in respect of a breach of this By-law, the Council may seek to recover its costs of any action taken under section 262(3) of the Act from the person to whom the order was directed.

Note –

Section 262(1) of the Act states:

- (1) *If a person (the offender) engages in conduct that is a contravention of this Act or a By-law under this Act, an authorised person may order the offender-*
- a) *if the conduct is still continuing - to stop the conduct; and*
 - b) *whether or not the conduct is still continuing- to take specified action to remedy the contravention*

Subsections (2) and (3) of section 262 also provide that it is an offence to fail to comply with an order and that if a person does not comply, the authorised person may take action reasonably required to have the order carried out.

For example, an authorised person may order a person to:

- cease smoking on Local Government land;
- remove an object or structure encroaching on Local Government land;
- dismantle and remove a structure erected on Local Government land without permission.

13. Removal of animals and objects

An authorised person may remove an animal or object that is on Local Government land in breach of a By-law if no person is in charge of, or apparently in charge of, the animal or object.

PART 5 - MISCELLANEOUS

14. Exemptions

- 14.1 The restrictions in this By-law do not apply to a police officer, emergency worker, Council officer or employee acting in the course and within the scope of that person's normal duties, or to a contractor while performing work for the Council and while acting under the supervision of or in accordance with a direction from a Council officer.
- 14.2 The restrictions in subclauses 9.14 and 9.16 of this By-law do not apply to electoral matter authorised by a candidate and which is:

- 14.2.1 related to a Commonwealth or State election and occurs during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day; or
- 14.2.2 related to an election under the Act or the *Local Government (Elections) Act 1999* and occurs during the period commencing four weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or
- 14.2.3 related to and occurs during the course of and for the purpose of a referendum.

15. Liability of vehicle owners

- 15.1 For the purposes of this clause 15, *owner* in relation to a vehicle has the same meaning as contained in section 4 of the Act.
- 15.2 The owner and the driver of a vehicle driven, parked or standing in contravention of this by-law are each guilty of an offence and liable to the penalty as prescribed for that offence.

This By-law was duly made and passed at a meeting of the City of Norwood Payneham & St Peters held on the **6 August 2018** by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.



Mario Barone
Chief Executive Officer

SECTION 249 LOCAL GOVERNMENT ACT 1999

CERTIFICATE OF VALIDITY

I, CIMON ANGELA BURKE of Level 6, 19 Gilles Street, Adelaide in the State of South Australia, being a legal practitioner within the meaning of the *Legal Practitioners Act 1981*, declare that I have examined the following by-law:

City of Norwood Payneham & St Peters**By-law No 5 – Dogs By-Law 2018**

A By-law to limit the number of dogs kept on premises and for the management and control of dogs in the Council area;

and do certify that in my opinion:

City of Norwood Payneham & St Peters

has the power to make the by-law by virtue of the following statutory provisions:

Local Government Act 1999: sections 238, 246(1), 246(2), 246(3)(a), 246(3)(c), 246(3)(e) and 246(3)(f);

Dog and Cat Management Act 1995: section 90; and

Harbors and Navigation Act 1993: section 18A.

and the by-law is not in conflict with the *Local Government Act 1999*.

DATED the 30 day of June 2018



.....
Cimon Burke, Legal Practitioner



City of
Norwood
Payneham
& St Peters

CITY OF NORWOOD PAYNEHAM & ST PETERS

DOGS BY-LAW 2018

By-law No. 5 OF 2018

A By-law to limit the number of dogs kept on premises and for the management and control of dogs in the Council's area.

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PART 1 – PRELIMINARY

1. Title

This By-law may be cited as the *Dogs By-law 2018* and is By-law No. 5 of the City of Norwood Payneham & St Peters.

2. Authorising law

This By-law is made under section 90(5) of the *Dog and Cat Management Act 1995*, sections 238 and 246 of the Act, and section 18A of the *Harbors and Navigation Act 1993*.

3. Purpose

The objectives of this By-law are to control and manage dogs in the Council area:

- 3.1 to reduce the incidence of environmental nuisance caused by dogs; and
- 3.2 to promote responsible dog ownership; and
- 3.3 to protect the convenience, comfort and safety of members of the public; and
- 3.4 for the good rule and government of the Council's area.

4. Commencement & Expiry

This By-law will commence in accordance with section 249(5) of the Act and will expire on 1 January 2026.

5. Application

- 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2018*.
- 5.2 Subject to subclause 5.3, this By-law applies throughout the Council's area.
- 5.3 Subclauses 9 and 10.3, of this By-law only apply in such part or parts of the Council area as the Council may, by resolution direct in accordance with section 246(3)(e) of the Act.

6. Interpretation

In this By-law, unless the contrary intention appears:

- 6.1 **Act** means the *Local Government Act 1999*;
- 6.2 **approved kennel establishment** means a building, structure or area approved by a relevant authority, pursuant to the *Development Act 1993* for the keeping of dogs on a temporary or permanent basis;
- 6.3 **assistance dog** means a dog trained and used for the purpose of assisting a person who is wholly or partially disabled;
- 6.4 **children's playground** means an enclosed area in which there is equipment or other installed devices for the purpose of children's play (or within 15 metres of such devices if there is no enclosed area);

- 6.5 **Council** means the City of Norwood Payneham & St Peters;
- 6.6 **dog** (except for in clause 7.1) has the same meaning as in the *Dog and Cat Management Act 1995*;
- 6.7 **effective control** means a person exercising effective control of a dog either:
- 6.7.1 by means of a physical restraint (as defined under the *Dog and Cat Management Act 1995*); or
- 6.7.2 by command, the dog being in close proximity to the person and the person being able to see the dog at all times;
- 6.8 **keep** includes the provision of food or shelter;
- 6.9 **park** has the same meaning as in the *Dog and Cat Management Act 1995*;
- 6.10 **premises** includes land, whether used or occupied for domestic or non-domestic purposes;
- 6.11 **public picnic or barbeque area** means an area in which fixed cooking facilities and/or dining equipment (including chairs and tables) are located.
- 6.12 **small dwelling** means a self-contained residence that is:
- 6.12.1 a residential flat building;
- 6.12.2 contained in a separate strata unit or community title;
- 6.12.3 on an allotment less than 400 square metres in area; or
- 6.12.4 without a secure yard of at least 100 square metres in area;
- 6.13 For the purposes of clause 9 of the By-law, a dog is (under **effective control by means of a leash**) if the dog is secured to a leash, chain or cord that does not exceed 2 metres in length and:
- 6.13.1 the leash, chain or cord is either tethered securely to a fixed object; or
- 6.13.2 held by a person capable of controlling the dog and preventing it from being a nuisance or a danger to other persons.

Note-

Section 14 of the *Interpretation Act 1915* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-laws was made.

PART 2 – LIMITS ON DOG NUMBERS**7. Limits on dog numbers in private premises**

- 7.1 Subject to subclauses 7.3 and 7.5, a person must not, without the Council's permission keep or cause, suffer or permit to be kept:
- 7.1.1 more than one dog in a small dwelling; or

- 7.1.2 more than two dogs on any premises other than a small dwelling.
- 7.2 For the purposes of subclause 7.1, 'dog' means a dog that is three (3) months of age or older or, a dog that has lost its juvenile teeth.
- 7.3 Subclause 7.1 does not apply to:
- 7.3.1 approved kennel establishments operating in accordance with all required approvals and consents; or
- 7.3.2 any other business involving the keeping of dogs provided that the business is registered in accordance with the *Dog and Cat Management Act 1995* and operating in accordance with all required approvals and consents.
- 7.4 The Council may require that premises which are the subject of an application for permission to keep additional dogs, must be inspected by an authorised person for the purpose of assessing the suitability of the premises for housing dogs.
- 7.5 No dog is to be kept on any premises where, in the opinion of an authorised person, there is no secure or appropriate area where a dog may be effectively confined.

PART 3 – DOG CONTROLS

8. Dog exercise areas

Subject to clauses 9 and 10 of this By-law, a person may enter a park in the Council's area for the purpose of exercising a dog under his or her effective control.

Note –

If a person is exercising a dog in a park as permitted under this clause and the dog is not under effective control as that term is defined by the *Dog and Cat Management Act 1995*, this gives rise to a dog wandering at large offence under section 43(1) of the *Dog and Cat Management Act 1995*, for which the owner of or person responsible for the dog may be liable.

9. Dog on-leash areas

A person must not, without the Council's permission, allow a dog under that person's control, charge or authority (except an assistance dog that is required to remain off-lead in order to fulfil its functions) to be or remain on Local Government land or in a public place (including a park) to which the Council has determined this clause applies unless the dog is under effective control by means of a leash.

10. Dog prohibited areas

A person must not allow a dog under that person's control, charge or authority (except an assistance dog) to enter or remain:

- 10.1 on any children's playground on Local Government land; or
- 10.2 within 15 metres of a public picnic or barbeque area; or
- 10.3 on any other Local Government land or public place to which the Council has determined that this subclause applies.

11. Dog faeces

No person is to allow a dog under that person's control, charge or authority to be in a public place or on Local Government land unless that person has in their possession a bag or other suitable container for the collection and lawful disposal of any faeces that the dog may deposit (for the purpose of complying with their obligation under section 45A(6) of the *Dog and Cat Management Act 1995*).

12. Dog obedience classes

No person will, without prior permission of the Council, conduct dog obedience training classes on Local Government land.

13. Exemptions

Clause 9 of this By-law does not apply to a person participating in a dog obedience training class, the holding of which has been approved by the Council, provided that person ensures the dog (or dogs) under his/her control, charge or authority remain under effective control by means of voice command with the dog being in close proximity to the person and, the person being able to see the dog or dogs at all times.

PART 4 – EXEMPTIONS**14. Council may grant exemptions**

- 14.1 The Council may, by notice in writing, on application or on its own initiative, exempt a person (or a class of persons) from the operation of a specified provision of this By-law.
- 14.2 An exemption—
- 14.2.1 may be granted or refused at the discretion of the Council; and
 - 14.2.2 may operate indefinitely or for a period specified in the instrument of exemption; and
 - 14.2.3 is subject to any conditions specified in the instrument of exemption.
- 14.3 The Council may, by notice in writing, vary, revoke or add a condition of an exemption.
- 14.4 The Council may, in its discretion, revoke an exemption for a contravention of a condition of the exemption, or for any other reason it thinks fit.

PART 5 – ENFORCEMENT**15. Orders**

- 15.1 If a person engages in conduct that is in contravention of this By-law, an authorised person may order that person:
- 15.1.1 if the conduct is still continuing – to stop the conduct; and

- 15.1.2 whether or not the conduct is still continuing – to take specified action to remedy the contravention.
- 15.2 A person must comply with an order under this clause.
- 15.3 If a person does not comply with an order, the authorised person may take action reasonably required to have the order carried out, and the Council may seek to recover its costs of any action so taken from the person to whom the order was directed.
- 15.4 An authorised person may not use force against a person under this section.

Note-

- For example, an authorised person may order a person to cease keeping more than the permitted number of dogs on that person's premises; or
- remove a dog from a dog prohibited area.

This By-law was duly made and passed at a meeting of the City of Norwood Payneham & St Peters held on **6 August 2018** by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.



Mario Barone
Chief Executive Officer

SECTION 249 LOCAL GOVERNMENT ACT 1999

CERTIFICATE OF VALIDITY

I, CIMON ANGELA BURKE of Level 6, 19 Gilles Street, Adelaide in the State of South Australia, being a legal practitioner within the meaning of the *Legal Practitioners Act 1981*, declare that I have examined the following by-law:

City of Norwood, Payneham and St Peters

By-law No 6 – Waste Management By-Law 2018

To regulate the removal of domestic waste, recyclables and green organic waste from premises within the Council's area.

and do certify that in my opinion:

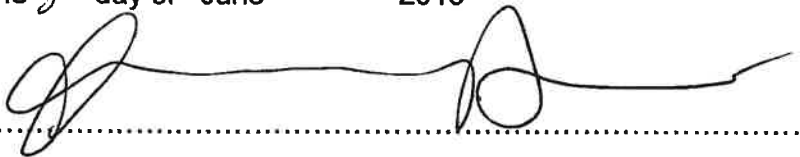
City of Norwood, Payneham and St Peters

has the power to make the by-law by virtue of the following statutory provisions:

Local Government Act 1999: sections 238, 239 and 246
Local Government (General) Regulations 2013: regulation 28(b)

and the by-law is not in conflict with the *Local Government Act 1999*.

DATED the 30 day of June 2018

A handwritten signature in black ink, consisting of a large, stylized initial 'C' followed by a long horizontal line and a circular flourish at the end. The signature is written over a horizontal dotted line.

Cimon Burke, Legal Practitioner



City of
Norwood
Payneham
& St Peters

CITY OF NORWOOD PAYNEHAM & ST PETERS

WASTE MANAGEMENT BY-LAW 2018

By-law No. 6 of 2018

A By-law to regulate the removal of domestic waste, recyclables and green organic waste from premises in the Council's area.

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PART 1 – PRELIMINARY

1. Title

This By-law may be cited as the *Waste Management By-law 2018* and is By-law No. 6 of the City of Norwood Payneham & St Peters.

2. Authorising law

This By-law is made under sections 238, 239 and 246 of the *Local Government Act 1999* and regulation 28 of the *Local Government (General) Regulations 2013*.

3. Purpose

The objectives of this By-law are:

- 3.1. to prevent and suppress nuisances associated with the storage and collection of domestic waste;
- 3.2. to prevent damage to Council property and land;
- 3.3. to define the requirements for the use of Council's domestic kerbside waste collection service;
- 3.4. to protect the convenience, comfort and safety of members of the public;
- 3.5. to enhance the amenity of the Council area; and
- 3.6. for the good rule and government of the area.

4. Commencement and Expiry

This By-law will commence in accordance with section 249(5) of the Act and will expire on 1 January 2026.

5. Application

- 5.1. This By-law operates subject to the Council's *Permits and Penalties By-law 2018*.
- 5.2. This By-law applies throughout the Council's area.

6. Interpretation

In this By-law, unless the contrary intention appears:

- 6.1. **Act** means the *Local Government Act 1999*;
- 6.2. **authorised person** is a person appointed by the Council as an authorised person under section 260 of the Act;
- 6.3. **Council** means the City of Norwood Payneham & St Peters;
- 6.4. **crossover** means the portion of a road (usually connected to a driveway on private property) that provides vehicular access to adjoining land;
- 6.5. **Green Organics** means any clean organic matter consisting of lawn clippings, plants, vegetables, leaves, prunings, food scraps or other materials for which permission has been given by the Council;

- 6.6. **Green Organics Container** means a container for the disposal of Green Organics that is approved by the Council;
- 6.7. **Hard Waste** means any internal and/or external domestic items such as (but not limited to) fridges, and mattresses but excludes any Domestic Waste or other items as may be specified by the Council and noted on its website;
- 6.8. **Domestic Waste** means any kind of domestic and kitchen waste generated from residences including, but not limited to, broken crockery, clothing, material, broken and cooking glass items, hoses, polystyrene, ropes, and soft plastics, but excludes building materials, effluent, liquids, metal, rocks, soil, lead acid batteries, wood and any toxic waste;
- 6.9. **Domestic Waste Container** means a container for the disposal of Domestic Waste that is approved by the Council;
- 6.10. **premises** means premises, excluding vacant land, to which the Council's waste collection services is made available;
- 6.11. **Recyclables** means newspapers, magazines, clean paper and cardboard, clean plastic containers of a type specified by the Council, clean tins and cans, clean glass and clean milk and juice containers and other materials for which permission has been given by the Council;
- 6.12. **Recyclables Container** means a container for the disposal of Recyclables that is approved by the Council;
- 6.13. **Road** has the same meaning as in the *Local Government Act 1999*;
- 6.14. **Waste** means Domestic Waste, Recyclables and Green Organics; and
- 6.15. **Waste Containers** means Domestic Waste Containers, Recyclables Containers and Green Organics Containers.

7. Provide Containers

- 7.1. An occupier of premises must keep on his or her premises a Domestic Waste Container and a Recyclables Container.
- 7.2. An occupier of premises may keep on his or her premises a Green Organics Container.

8. Management of Waste Collection Services

An occupier of premises must:

8.1. Domestic Waste

- 8.1.1 ensure that the Domestic Waste Container kept on the premises is approved by the Council; and
- 8.1.2 not place, cause, suffer or permit any waste other than Domestic Waste to be in a Domestic Waste Container; and

8.2. Recyclables

- 8.2.1 ensure that the Recyclables Container kept on his or her premises is approved by the Council; and

8.2.2 not place, cause, suffer or permit waste other than Recyclables to be in a Recyclables Container; and

8.3. Green Organics

8.3.1 ensure that any Green Organics Container kept on his or her premises is approved by the Council;

8.3.2 not place, cause, suffer or permit waste other than Green Organics to be in a Green Organics Container; and

8.4. Keep Container Clean

cause each Waste Container kept on the premises to be kept in a clean and sanitary condition, maintained in good order and repair and kept watertight at all times; and

8.5. Sealing of Container

cause each Waste Container to be continuously and securely covered or sealed except when waste is being deposited in or removed from the container; and

8.6. Damage

ensure that each Waste Container thereon is maintained, repaired or replaced (as necessary) so that it is not damaged or worn to the extent that:

8.6.1 it is not robust or watertight;

8.6.2 it is unable to be moved on its wheels (if any) efficiently;

8.6.3 the lid does not seal on the container when closed; or

8.6.4 its efficiency or use is otherwise impaired; and

8.7. Collection Services

8.7.1 facilitate the collection and removal of waste from the premises by ensuring all Waste Containers thereon that contain waste for collection are placed on the road for collection by the Council its agents or contractors:

(a) on the day appointed by the Council for the collection of Waste from those premises or the night before (and not before these times); and

(b) in a position:

(i) adjacent to the kerb (not on the carriageway) so that the front of the bin faces the road; and

(ii) not under the overhanging branches of any trees; and

(iii) if placed on a crossover, only on the part of a crossover (where it abuts the carriageway) that is closest to the edge of the crossover and not in the centre of the crossover or in any other place or manner that may reasonably be considered (in the opinion of an authorised person) to create a restriction or a

danger for other pedestrians or vehicular access to the crossover; and

- (iv) as may otherwise be approved or directed by the Council and, wherever practicable, notified to the occupier in writing; and

8.7.2 remove all Waste Containers from the road on the same day as the collection of Waste has occurred; and

8.8. Waste

not place any Waste Container on the road for collection by the Council its agents or contractors unless the Waste Container contains only the type of Waste that is permitted to be disposed of in that Waste Container; and

8.9. Hard Waste

not place any Hard Waste on the road for collection by the Council its agents or contractors other than in accordance with any directions issued by the Council and notified to the occupier in writing or on the Council's website.

9. Interference with Waste/Hard Waste

A person must not, without the Council's permission, remove, disburse or interfere with any Waste, or Hard Waste that has been placed on a road or in a Waste Container on a road for the apparent purpose of collection by the Council, its agents or contractors.

PART 2 – ENFORCEMENT

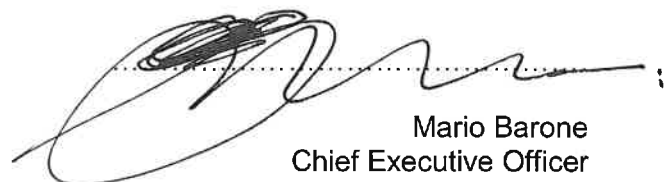
10. Orders

If a person fails to comply with an order of an authorised person made pursuant to section 262 of the Act in respect of a breach of this By-law, the Council may seek to recover its costs of any action taken under section 262(3) of the Act from the person to whom the order was directed.

11. Exemptions

The restrictions in this By-law do not apply to a police officer, emergency worker, Council officer or employee acting in the course of and within the scope of that person's normal duties, or to a contractor while performing work for the Council and while acting under the supervision of a Council officer.

This By-law was duly made and passed at a meeting of the City of Norwood Payneham & St Peters held on the **6 August 2018** by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.



Mario Barone
Chief Executive Officer

Attachment B

By-Law Delegations Under Section 44 of the Local Government Act 1999

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

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**

APPENDIX NO 1

**INSTRUMENT OF DELEGATION UNDER
THE CORPORATION OF THE CITY OF NORWOOD, PAYNEHAM AND ST PETERS
PERMITS AND PENALTIES BY-LAW 2018**

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

1.	Permits
1.1	The power pursuant to Clause 8.1 of the <i>Permits and Penalties By-law 2018</i> (the By-law) to authorise a person to receive applications for permission.
1.2	The power pursuant to Clause 8.2 of the By-law to, where a by-law of the Council indicates that a permit or permission of the Council is required to do a specified thing, grant permission of the Council, in writing.
1.3	The power pursuant to Clause 8.2 of the By-law to attach conditions to a permit the delegate considers appropriate.
1.4	The power pursuant to Clause 8.2 of the By-law to vary or revoke a condition by notice in writing.
1.5	The power pursuant to Clause 8.2 of the By-law to impose new conditions by notice in writing.
1.6	The power pursuant to Clause 8.4 of the By-law to suspend or revoke a permit at any time by notice in writing to the person granted permission.

INSTRUMENT OF DELEGATION UNDER THE PERMITS AND PENALTIES BY-LAW 2018

SCHEDULE OF CONDITIONS

**CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT**

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
NIL	NIL

APPENDIX NO 2

INSTRUMENT OF DELEGATION UNDER
THE CORPORATION OF THE CITY OF NORWOOD, PAYNEHAM AND ST PETERS
MOVEABLE SIGNS BY-LAW 2018

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

1.	Exemption
1.1	The power pursuant to Clause 12.3 of the <i>Moveable Signs By-law 2018</i> (the By-law) to grant permission for a moveable sign, or class of moveable sign, to be displayed contrary to a requirement of the By-law.
1.2	The power pursuant to Clause 13.2 of the By-law to require a person to pay to the Council its reasonable costs incurred in removing, storing and/or disposing of a moveable before being entitled to recover the moveable sign.

INSTRUMENT OF DELEGATION UNDER THE MOVEABLE SIGNS BY-LAW 2018

SCHEDULE OF CONDITIONS

**CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT**

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
NIL	NIL

APPENDIX NO 3

INSTRUMENT OF DELEGATION UNDER
THE CORPORATION OF THE CITY OF NORWOOD, PAYNEHAM AND ST PETERS
ROADS BY-LAW 2018

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

1.	Activities Requiring Permission
	<i>Camping and Tents</i>
1.1	The power pursuant to Clause 7.4.2.2 of the <i>Roads By-law 2018 (the By-law)</i> to: <ul style="list-style-type: none"> • determine conditions applicable to persons using a road set aside by the Council for camping or sleeping overnight; • cause a sign or signs to be erected indicating the conditions.
	<i>Share Bikes</i>
1.2	The power pursuant to Clause 7.9.2 of the By-law to determine conditions applicable to persons leaving a share bike on a road.
2.	Orders
2.1	The power pursuant to Clause 9 of the By-law to recover the Council's costs of any action taken under Section 262(3) of the <i>Local Government Act 1999 (Act)</i> from a person to whom an order was directed pursuant to Section 262 of the Act in respect of a breach of the By-law.
3.	Removal of animals and objects
3.1	The power pursuant to Clause 10.1 of the By-law to remove an animal or object pursuant to Section 234 of the Act and subclause 10.1 of the By-law in the circumstances set out in the Clause.
3.2	The power pursuant to Clause 10.2 of the By-law to recover the Council's costs of removing an animal or object pursuant to subclause 10.1 of the By-law from the owner or apparent owner of the animal or object.

INSTRUMENT OF DELEGATION UNDER THE ROADS BY-LAW 2018

SCHEDULE OF CONDITIONS

**CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT**

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
NIL	NIL

APPENDIX NO 4

**INSTRUMENT OF DELEGATION UNDER
THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST PETERS
LOCAL GOVERNMENT LAND BY-LAW 2018**

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

1.	Access
1.1	The power pursuant to Clause 7.1 of the <i>Local Government Land By-law 2018 (the By-law)</i> to close, regulate or restrict access by the public to Local Government Land for specified times and days.
1.2	The power pursuant to Clause 7.2 of the By-law to fix charges or fees payable for entry onto any part of Local Government Land.
2.	Activities requiring permission
	<i>Fires</i>
2.1	The power pursuant to Subclause 9.20.1 of the By-law to provide a place for the lighting of fires.
	<i>Games and Sport</i>
2.2	The power pursuant to Subclause 9.23.4 of the By-law to determine the conditions that apply for the playing or practicing of the game of golf on a properly constructed golf course or practice fairway on Local Government Land.
	<i>Playing Area</i>
2.3	The power pursuant to Subclause 9.27.3 of the By-law to erect a sign indicating the directions of the Council made by resolution that are applicable to the recreation ground.
	<i>Share Bikes</i>
2.4	The power pursuant to Subclause 9.30.2 of the By-law to determine the conditions that are applicable to the leaving of a share bike on Local Government land.

INSTRUMENT OF DELEGATION UNDER THE LOCAL GOVERNMENT LAND BY-LAW 2018

<i>Vehicles</i>	
2.5	The power pursuant to Subclause 9.33.1 of the By-law to construct or set aside an area or road on Local Government land for the purposes of driving or propelling vehicles.
3. Prohibited Activities	
<i>Playing Games</i>	
3.1	The power pursuant to Subclause 10.7.3 of the By-law to erect a sign indicating a game, sport or amusement is prohibited on an area of local government land.
<i>Rubbish and Rubbish Dumps</i>	
3.2	The power pursuant to Subclause 10.8.2 of the By-law to erect a sign designating a receptacle as suitable for the depositing of rubbish emanating from domestic or trade premises.
4. Orders	
4.1	The power pursuant to Clause 12 of the By-law to recover the Council's costs of any action taken under Section 262(3) of the <i>Local Government Act 1999 (Act)</i> from a person to whom an order was directed pursuant to Section 262 of the Act in respect of a breach of the By-law.

INSTRUMENT OF DELEGATION UNDER THE LOCAL GOVERNMENT LAND BY-LAW 2018

SCHEDULE OF CONDITIONS

**CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT**

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
NIL	NIL

APPENDIX NO 5

INSTRUMENT OF DELEGATION UNDER
THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST
PETERS
DOGS BY-LAW 2018

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

1. Council may grant exemptions	
1.1	The power pursuant to Clause 14.1 and 14.2 of the <i>Dogs By-law 2018 (the By-law)</i> to, by notice in writing, exempt a person (or a class of persons) from the operation of a specified provision of the By-law at the discretion of the delegate, either indefinitely or for the period specified in the exemption, and subject to any conditions contained in the notice as the delegate thinks fit.
1.2	The power pursuant to Clause 14.3 of the By-law to, by notice in writing, vary, revoke or add a condition of an exemption.
1.3	The power pursuant to Clause 14.4 of the By-law to revoke an exemption for contravention of a condition or for any other reason.
2. Orders	
2.1	The power pursuant to Clause 15.3 of the By-law to recover the Council's costs of any action taken that is reasonably required to carry out an order made under Clause 15 of the By-law, from the person to whom the order was directed.

SCHEDULE OF CONDITIONS

**CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT**

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
NIL	NIL

APPENDIX NO 6

INSTRUMENT OF DELEGATION UNDER
THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM AND ST
PETERS
WASTE MANAGEMENT BY-LAW 2018

NOTES

1. Conditions or Limitations: conditions or limitations may apply to the delegations contained in this Instrument. Refer to the Schedule of Conditions at the back of this document.
2. Refer to the relevant Council resolution(s) to identify when these delegations were made, reviewed and or amended.

POWERS AND FUNCTIONS DELEGATED IN THIS INSTRUMENT

1. Interpretation	
1.1	The power pursuant to Clause 6.6 of the <i>Waste Management By-law 2018 (the By-law)</i> to approve a Green Organics Container for the purposes of the By-law.
1.2	The power pursuant to Clause 6.7 of the By-law to specify items excluded from the definition of Hard Waste and note such exclusion on the Council's website.
1.3	The power pursuant to Clause 6.9 of the By-law to approve a Domestic Waste Container for the purposes of the By-law.
1.4	The power pursuant to Clause 6.11 of the By-law to specify a type of clean plastic container for the purposes of the definition of Recyclables.
1.5	The power pursuant to Clause 6.12 of the By-law to approve a Recyclables Container for the purposes of the By-law.
2. Collection Services	
2.1	The power pursuant to Clause 8.7.1.1 of the By-law to appoint a day for the collection of Waste in respect of premises.
2.2	The power pursuant to Clause 8.7.1.2(iv) of the By-law to approve or direct the positioning of a Container and notify the occupier in writing.

INSTRUMENT OF DELEGATION UNDER THE WASTE MANAGEMENT BY-LAW 2018

3. Hard Waste
3.1 The power pursuant to Clause 8.9 of the By-law to issue directions in respect of the placement of Hard Waste and to notify the occupier in writing or on the Council's website.
4. Orders
4.1 The power pursuant to Clause 10 of the By-law to recover the Council's costs of any action taken under Section 262(3) of the <i>Local Government Act 1999 (Act)</i> from a person to whom an order was directed pursuant to Section 262 of the Act in respect of a breach of the By-law.

SCHEDULE OF CONDITIONS

**CONDITIONS OR LIMITATIONS
APPLICABLE TO DELEGATIONS
CONTAINED IN THIS INSTRUMENT**

Paragraph(s) in instrument to which conditions/limitations apply	Conditions / Limitations
NIL	NIL

11.4 REVIEW OF CONFIDENTIAL ITEMS

REPORT AUTHOR: General Manager, Governance & Civic Affairs
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4549
FILE REFERENCE: qA65013
ATTACHMENTS: A

PURPOSE OF REPORT

The purpose of the report is to present information regarding the review of the Confidential Items to the Council for information.

BACKGROUND

In accordance with the *Local Government Act 1999* (the Act), Council (and Committee) meetings are open to the public and attendance is encouraged and welcomed.

There are, however, times where the Council (or the Committee), believes it is necessary in the broader community interest to exclude the public from the discussion of a particular matter in accordance with Section 90(3) of the Act.

The public will only be excluded when the need for confidentiality outweighs the principle of open decision making.

In addition to the above, the Act requires the Council to specify the duration of the order (ie determine a suitable period for which the item will remain confidential), and either impose a “release” date or event which will trigger the release of the item or a period after which the Council will review the order and determine if in fact the item should remain confidential.

In accordance with the Act, a review of the Council's Confidential Items as at 30 June 2023, has been undertaken. A summary of all Confidential Items is set out in the Register of Confidential Items which details the date of the order, the grounds upon which the order was made and whether or not the document has become public by virtue of the resolution.

A copy of the Register of Confidential Items is contained within **Attachment A**.

RELEVANT STRATEGIC DIRECTIONS & POLICIES

Not Applicable.

DISCUSSION

A review of the Confidential Items as at 30 June 2023, has been undertaken.

The Council's last review of the Confidential Items was conducted in October 2022 for the period ending 30 June 2022. A total of 39 items have been considered by the Council “in camera” since that time up 30 June 2023 and these items have been included in the Register of Confidential Items.

Twenty-two (22) items are no longer confidential by virtue of the Council's original resolution which specified a time and/or an event to trigger the release of the item. The details of these items are contained in Attachment A.

There are eight (8) items which require the Council's consideration. These items will be considered as part of a separate Confidential report.

OPTIONS

The annual review in accordance with Section 91(9) of the Act is simply an administrative review. This does not mean that every confidentiality order needs to be remade. The only orders that need to be remade are those where the existing order is due to expire and the documents have been assessed against the relevant ground contained in Section 90(3) and determined to be required to remain confidential.

This report, therefore, is presented to the Council for information purposes only.

CONCLUSION

The review of the Council's confidentiality orders ensures compliance with the legislative requirements as set out in Sections 90 and 91 of the *Local Government Act 1999*.

COMMENTS

Nil

RECOMMENDATION

That the report be received and noted.

Attachments – Item 11.4

Attachment A

Review of Confidential Items

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

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**



City of
Norwood
Payneham
& St Peters

Confidential Items Register

as at 30 June 2023

Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
2018 - 2019							
1. Council 2/7/18	14.1	Tender Selection – Annual Pruning and Removal Of Council Trees	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	August 2024
2. Council 2/7/18	14.2	Tender Selection Report - Capital Works Brick Paved Footpath Reconstruction 2018-2019	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	August 2024
3. Council 6/8/18	14.1	Adoption of Confidential Minutes of the Audit Committee Meeting held on 26 February 2018 (Appointment of Auditor)	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	Released
4. Council 22/8/18	3.1	Extinguishment of Easement & Re-Alignment of Stormwater Pipe – Joslin	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	August 2024
5. Council 12/9/18	4.2	Tender Selection Report - New Clubrooms & Members Facilities at Norwood Oval - Demolition Package	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	September 2024
6. Council 3/12/18	14.1	Written Notice of Motion – Purchase of Land	Section 90(2) and (3)(b)	Retain in confidence	Until the matter is finalised		When the matter is finalised
7. Council 4/3/19	14.1	Tender – Supply and Implementation of an Electronic Document and Records Management Solution	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report confidential.	March 2024

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
8.	Council 17/4/19	3.1	Tender – Norwood Oval Main Works Package for the new Clubrooms & Members Facilities	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report confidential.	April 2024
9.	Council 6/5/19	14.1	East Waste Recycling Contract	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	May 2024
2019 - 2020								
10.	Council 1/7/19	14.1	Tender Selection Report – Capital Works Construction of Bluestone & Concrete Kerbing – 2019-2020	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2024
11.	Council 1/7/19	14.3	Review of 2018-2019 Confidential Items	Section 90(2) and (3)(g)	Retain in confidence	5 years		July 2024
12.	Council 5/8/19	14.1	Appointment of Independent Member to the Audit Committee	Section 90(2) and (3)(a)	Retain report and attachments in confidence	5 years	The report and attachments be kept confidential for a period not exceeding five (5) years Minutes released following the announcement of the appointment	August 2024

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
13.	Council 8/10/19	14.1	Establishment of the CEO's Performance Review Committee	Section 90(2) and (3)(a)	Retain report and attachments in confidence	5 years	The report and attachments be kept confidential for a period not exceeding five (5) years Minutes released following the announcement of the appointment	October 2024
14.	Council 13/11/19	3B.1	Tender Selection Report - Syd Jones Reserve Upgrade Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	November 2024
15.	Council 2/12/19	14.1	Tender Selection Report – Redevelopment of East Adelaide Payneham Tennis Courts 2019-2020	Section 90(2) and (3)(k)	Retain in confidence	4 years	Minute Released. Report to be kept confidential.	July 2024
16.	Council 20/1/2020	14.1	East Waste	Section 90(2) and (3)(a)	Retain report and attachments in confidence	5 years	The report and attachments be kept confidential for a period not exceeding five (5) years. Minutes released following the announcement of the appointment.	January 2025
17.	Council 3/2/2020	14.1	Tender Selection Report - River Torrens Linear Park Maintenance	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2025

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
18.	Council 3/2/2020	14.2	Tender Selection Report - Linde Reserve Apron Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2025
19.	Council 3/2/2020	14.3	Tender Selection Report - Little Wakefield Street & Chapel Street Streetscape Projects	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2025
20.	Council 3/2/2020	14.4	Tender Selection Report - Trinity Valley Stormwater Drainage Design Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2025
21.	Council 2/3/2020	14.1	Tender Selection Report - Street and Footpath Sweeping Program	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	March 2025
22.	Council 2/3/2020	14.2	Tender Selection Report - Line Marking Services	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	March 2025
23.	Council 2/3/2020	14.3	Tender Selection Report - Beulah Road Bicycle Boulevard Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	March 2025
24.	Council 2/3/2020	14.4	Norwood Oval Redevelopment Project	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	March 2025
25.	Council 6/4/2020	14.1	Purchase of Property	Section 90(2) and (3)(b)	Retain in confidence	Until the matter is finalised		When the matter is finalised
26.	Council 22/4/2020	3.1	Tender Selection Report – Payneham Oval Unisex Changerooms	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	March 2025

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
27.	Council 6/5/2020	14.1	Purchase of Property	Section 90(2) and (3)(b)	Retain in confidence	Until the matter is finalised		When the matter is finalised
28.	Council 1/6/2020	14.1	ERA Water- Appointment of Independent Chair	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	June 2025
29.	Council 17/6/2020	4.1	Norwood Oval: Sir ET Smith Stand Structural Remediation Works	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	June 2025
2020 - 2021								
30.	Council 6/7/2020	14.2	Tender Selection Report – Home Support Program	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2025
31.	Council 6/7/2020	14.3	ERA Water Audit Committee - Appointment of Independent Member	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2025
32.	Council 3/8/2020	14.1	Flood Mitigation Works - 27 Stannington Avenue, Heathpool	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	December 2025
33.	Council 3/8/2020	14.2	Eastern Health Authority (EHA) Audit Committee – Appointment of Members	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2025
34.	Council 3/8/2020	14.3	Eastern Region Alliance (ERA) Water – Appointment of Independent Chairperson	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2025

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
35.	Council 3/8/2020	14.4	Tender Selection Report – Road Resealing 2020-2021	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2025
36.	Council 3/8/2020	14.5	Tender Selection Report – Payneham Memorial Swimming Centre Main Pool – Stage 2 Refurbishment Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2025
37.	Council 3/8/2020	14.6	Purchase of Property	Section 90(2) and (3)(b)	Until the matter is finalised			When the matter is finalised
38.	Council 7/9/2020	14.1	Tender Selection Report - Redevelopment of Buttery Reserve Tennis Courts	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2025
39.	Council 7/9/2020	14.2	Review of Confidential Item - Purchase of Property	Section 90(2) and (3)(b)	Retain in confidence	Until the matter is finalised		When the matter is finalised
40.	Council 7/9/2020	14.3	Review of Confidential Item - Tender Selection Report – Redevelopment of East Adelaide Payneham Tennis Courts 2019-2020	Section 90(2) and (3)(k)	Retain in confidence	4 years	Minute Released. Report to be kept confidential.	July 2024
41.	Council 6/10/2020	14.2	Trinity Gardens Bowling Club	Section 90(2) and (3)(d)		Until the matter is finalised	At its meeting held 6 September 2021, the Council reviewed this order and resolved to retain the matter in confidence until finalised.	When the matter is finalised

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
42.	Council 2/11/20	14.1	Appointments to the Norwood Parade Precinct Committee	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	November 2025
43.	Council 7/12/20	14.2	Tender Selection Report – Kent Town Streetscape Upgrades	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	December 2025
44.	Council 7/12/20	14.3	Tender Selection Report - Third Creek Drainage – Stage 2-B Henry Street to Bridge Road	Section 90(2) and (3)(b)	Retain in confidence	Until the project is completed and for no longer than 12 months	At its meeting held 6 September 2021, the Council reviewed this order and resolved that this matter be kept confidential until September 2026	September 2026
45.	Council 7/12/20	14.4	Eastern Region Alliance (ERA) Water – Appointment of Independent Chairperson	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	December 2025
46.	Council 18/1/21	14.1	Langman Grove Road Reconstruction Project	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	January 2026
47.	Council 18/1/21	14.2	49 George Street, Norwood	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	January 2026
48.	Council 18/1/21	14.4	Elected Member Related Matters – AWU EB Negotiations	Section 90(2) and (3)(a)	Retain in confidence	5 years		January 2026
49.	Council 1/2/21	14.1	Marian Road Roundabout & Drainage Upgrade Project	Section 90(2) and (3)(b)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2026

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
50.	Council 1/2/21	14.2	Tender Selection Report - Second Creek Outlet Gross Pollutant Trap (GPT) & River Torrens Linear Park Shared Path Upgrade Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2026
51.	Council 1/3/21	14.1	Council Related Matter Questions With Notice –	Section 90(2) and (3)(a)	Retain in confidence	5 years		August 2028
52.	Council 7/6/21	13.3	Eastern Health Authority Board of Management – Withdrawal by Town of Walkerville	Section 90(2) and (3)(d)	Retain in confidence	Until the matter is finalised		Released
2021 - 2022								
53.	Council 5/7/21	14.1	Tender Selection Report – Construction of Brick Paved Footpaths 2021-2022	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2026
54.	Council 5/7/21	14.2	49 George Street, Norwood – Further Expressions of Interest & Draft Lease	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2026
55.	Council 5/7/21	14.3	Eastern Region Alliance (ERA) Water Board – Appointment of Independent Chairperson	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2026
56.	Council 5/7/21	14.4	Questions With Notice – Elected Member Related Matter – Local Government Employees Enterprise Agreement (Australian Workers Union) Negotiations	Section 90(2) and (3)(a)	Retain in confidence	5 years		July 2026

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
57.	Council 5/7/21	14.5	Eastern Region Alliance (ERA) Water – Verbal Update	Section 90(2) and (3)(b)	Retain in confidence	12 months		Released
58.	Council 5/7/21	14.6	East Waste – Green Waste Contract – Verbal Update	Section 90(2) and (3)(d)	Retain in confidence	12 months		Released
59.	Council 2/8/21	13.1	East Waste - Verbal Update	Section 90(2) and (3)(d)	Retain in confidence	12 months		Released
60.	Council 2/8/21	14.1	Residual & Hard Waste Disposal Contract	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	August 2026
61.	Council 2/8/21	14.2	Questions with Notice Elected Member Related Matter - Local Government Employees Enterprise Agreement (Australian Workers Union) Negotiations	Section 90(2) and (3)(a)	Retain in confidence	5 years		August 2026
62.	Council 6/9/21	14.1	Review of Confidential Item - Trinity Gardens Bowling Club	Section 90(2) and (3)(d)			Until the matter is finalised	When the matter is finalised
63.	Council 6/9/21	14.2	Review of Confidential Item - Third Creek Drainage Upgrade - Stage 2B Henry Street	Section 90(2) and (3)(b)	Retain in confidence	5 years		September 2026
64.	Council 6/9/21	14.3	Notice of Motion - Purchase Of Property	Section 90(2) and (3)(b)	Until the matter is finalised			When the matter is finalised
65.	Council 6/9/21	14.4	East Waste Kerbside Recycling Material	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	September 2026

Confidential Items Register

Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
66. Council 5/10/21	13.2	East Waste - Verbal Update	Section 90(2) and (3)(d)	Retain in confidence	12 months		Released
67. Council 5/10/21	14.1	Notice of Motion - Code Amendment Inter-War Heritage Housing	Section 90(2) and (3)(m)	Retain in confidence	Until the matter is released for the purpose of public consultation		
68. Council 5/10/21	14.2	Electric Vehicle Charging Stations	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	October 2026
69. Council 5/10/21	14.3	Trans-Tasman Energy Group - Public Lighting Dispute	Section 90(2) and (3)(h) and (i)	Retain in confidence	Until the matter is finalised		When the matter is finalised
70. Council 26/10/21	2.1	Tender Selection Report - Payneham Memorial Swimming Centre Redevelopment - Design Consultants	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	October 2026
71. Council 26/10/21	2.2	Tender Selection Report - Implementation of The Parade Masterplan and George Street Upgrade Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	October 2026
72. Council 1/11/21	14.1	Tender Selection Report - Seventh Avenue Flood Mitigation Upgrade Project - Stage 1	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	November 2026

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
73.	Council 1/11/21	14.2	Compulsory Acquisition of Easement for Drainage Purposes 2 North Terrace, Kent Town	Section 90(2) and (3)(b)	Retain in confidence	Until the matter is finalised		When the matter is finalised
74.	Council 6/12/21	14.1	Tender Selection Report - Seventh Avenue Flood Mitigation Upgrade Project - Stage 1	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	December 2026
75.	Council 6/12/21	14.2	Draft Inter-War Housing Heritage Code Amendment	Section 90(2) and (3)(m)	Retain in confidence	Until the matter is released for the purpose of public consultation.		
76.	Council 6/12/21	14.4	Compulsory Acquisition of Land 2 North Terrace, Kent Town	Section 90(2) and (3)(h)	Retain in confidence	Until either the matter is finalised or the release of the report and minutes is necessary to enable the matter to be enacted.		
77.	Council 6/12/21	14.5	East Waste - Green Organics Legal Dispute with Jeffries Group	Section 90(2) and (3)(h)	Retain in confidence	Until the matter is finalised		When the matter is finalised
78.	Council 6/12/21	14.6	Annual Report in accordance with the Chief Executive Officer's Contract of Employment	Section 90(2) and (3)(a)	Retain in confidence	12 months		Released

Confidential Items Register

Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
79. Council 6/12/21	14.7	Appointment Of Acting Chief Executive Officer	Section 90(2) and (3)(a)	Retain in confidence	12 months		Released
80. Council 17/1/22	14.1	Re-appointment of Members to the ERA Water Audit Committee	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	January 2027
81. Council 17/1/22	14.2	East Waste - Re-appointment of Independent Chairperson	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	January 2027
82. Council 17/1/22	14.3	2023 Tour Down Under Expression of Interest	Section 90(2) and (3)(a)	Retain in confidence until the official announcement has been made			Released
83. Council 7/2/22	14.1	Tender Selection Report - St Peters Street Upgrade Project	Section 90(2) and (3)(b)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2027
84. Council 7/2/22	14.2	Tender Selection Report - Borthwick Park Creek Improvements Project	Section 90(2) and (3)(b)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2027
85. Council 7/3/22	14.1	Council Assessment Panel - Specialist External Member appointments	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2027
86. Council 7/3/22	14.2	Heritage Protection Opportunities	Section 90(2) and (3)(m)	Retain in confidence	Until the matter is released for the purpose of public consultation.		

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
87.	Council 7/3/22	14.3	Chief Executive Officer's Vehicle and Long Service Leave Arrangements	Section 90(2) and (3)(a)	Retain in confidence	5 years		February 2027
88.	Council 7/3/22	14.4	Chief Executive Officer's Key Performance Indicators	Section 90(2) and (3)(a)	Retain in confidence	12 months		February 2023
89.	Council 23/3/22	2.1	Proposal to host the inaugural Adelaide Springfest	Section 90(2) and (3)(d)	Retain in confidence	12 months	Minute Released. Report to be kept confidential.	Released
90.	Council 4/4/22	14.1	Tender Selection Report - Norwood Townhall Air Conditioning Upgrade	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	April 2027
91.	Council 4/4/22	14.2	Trinity Valley Drainage Upgrade - Preliminary Design Update	Section 90(2) and (3)(b)	Retain in confidence until the matter is finalised			
92.	Council 4/4/22	14.3	East Waste Agreement for the Collection and Processing of Mattresses and Ensembles	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	June 2028
93.	Council 4/4/22	14.4	Appointment to the Traffic Management & Road Safety Committee	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	April 2027
94.	Council 4/4/22	14.5	Concept Slection for the Quadrennial Public Art Commission	Section 90(2) and (3)(d)	Retain in confidence	Until all parties have been advised of the Council's decision		Released

Confidential Items Register

	Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
95.	Council 4/4/22	14.6	Service Review Project	Section 90(2) and (3)(a)	Retain in confidence	Until the Project commences		
96.	Council 2/5/22	14.1	Compulsory Acquisition of Easement for Drainage Purposes - 1 North Terrace, Kent Town	Section 90(2) and (3)(b)	Retain in confidence	Until either the matter is finalised or the release of the report and minutes is necessary to enable the matter to be enacted.		
97.	Council 2/5/22	14.2	Payneham Memorial Swimming Centre Redevelopment	Section 90(2) and (3)(d)	Retain in confidence	12 months	Report, Attachment B and discussion retained in confidence. Attachments A, C and D released.	August 2024
98.	Council 6/6/22	14.1	2022 ARA Awards – City of Norwood Payneham & St Peters Annual Report 2020-2021	Section 90(2) and (3)(g)	Retain in confidence until the official announcement has been made			Released
99.	Council 6/6/22	14.2	East Waste Recycling Contract – Commitment of Recycling Tonnes	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	June 2027
100.	Council 21/6/22	3.1	Auditor-General's Review of the Management of Kerbside Waste Services	Section 90(2) and (3)(g)	Retain in confidence	Up to 6 months		Released

Confidential Items Register

Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
101. Council 21/6/22	3.2	East Waste – New Member Council Proposal and Charter Review	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	June 2027
2022 - 2023							
102. Council 4/7/22	14.1	Tender Selection Report – Construction of Bluestone and Concrete Kerbing 2022-2023	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2027
103. Council 4/7/22	14.2	Intersection of Portrush Road and Magill Road	Section 90(2) and (3)(g)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2027
104. Council 4/7/22	14.3	2023 Tour Down Under	Section 90(2) and (3)(g)	Retain in confidence until the official announcement has been made			Released
105. Council 4/7/22	14.4	East Waste – Recycling Contract Update	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	July 2027
106. Council 1/8/22	14.1	Proposed New Mandatory Training Standards for Elected Members	Section 90(2) and (3)(g)	Retain in confidence until the matter is finalised		Matter is finalised.	Released
107. Council 1/8/22	14.2	Staff Related Matter	Section 90(2) and (3)(a)	Retain in confidence	5 years		August 2028
108. Council 1/8/22	14.3	Personal Explanation – Cr Scott Sims	Section 90(2) and (3)(a)	Retain in confidence	5 years		August 2028

Confidential Items Register

Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
109. Council 22/8/22	3.1	Tender Selection Report – Battams Road Linear Park Bank Erosion Remediation Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	August 2027
110. Council 5/9/22	14.2	East Waste Recycling Contract – Commitment of Recycling Tonnes	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	September 2027
111. Council 4/10/22	14.1	Appointment of Independent Members to the Eastern Region Alliance (ERA) Water Audit Committee	Section 90(2) and (3)(a)			Appointment to the Board has been made.	Released
112. Council 4/10/22	14.2	Code of Conduct Matter – Cr Fay Patterson	Section 90(2) and (3)(a) and (3)(h)	Retain in confidence	5 years		October 2027
113. Council 7/11/22	14.1	River Torrens Shared Path Enhancement Project Stage 1 Deed of Settlement and Release (the Deed) between the Council and Aspect Studios Pty Ltd and Lucid Projects (Australia) Pty Ltd	Section 90(2) and (3)(d)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	November 2027
114. Council 7/11/22	14.2	Annual Report in Accordance with the Chief Executive Officer's Contract of Employment	Section 90(2) and (3)(a)	Retain in confidence	12 months		November 2023
115. Council 5/12/22	14.1	2023 Australia Day Awards	Section 90(2) and (3)(o)			Until presentation of the Awards - 26 January 2023.	Released 26 January 2023

Confidential Items Register

Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
116. Council 5/12/22	14.2	Tender Selection Report for the Construction of the Dunstan Adventure Playground Redevelopment	Section 90(2) and (3)(b)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	December 2027
117. Council 5/12/22	14.3	Norwood Oval – 2023 AFL “Magic Round”	Section 90(2) and (3)(d)	Retain in confidence	12 months		December 2024
118. Council 5/12/22	14.4	Lions Club of Glenside Inc – Tusmore Community Hub Proposal	Section 90(2) and (3)(d)	Retain in confidence	12 months		December 2024
119. Council 5/12/22	14.5	Service Review Project	Section 90(2) and (3)(a)	Retain in confidence	Until the project commences		
120. Council 5/12/22	14.6	Organisational Structure	Section 90(2) and (3)(d)	Retain in confidence	12 months		December 2024
121. Council 16/1/23	14.1	Lease Agreement – 64 Nelson Street, Stepney – Women’s Community Centre SA Incorporated	Section 90(2) and (3)(a)	Retain in confidence	Until a new Lease is entered into		
122. Council 16/1/23	14.2	Request by Prince Alfred College for the Council to facilitate Land Acquisition	Section 90(2) and (3)(b)	Retain in confidence	Until the process commences		
123. Council 16/1/23	14.3	Potential Disposal of Lot 13 Holton Court, Joslin by the Minister for Infrastructure and Transport	Section 90(2) and (3)(j)	Retain in confidence	Until the matter is finalised		
124. Council 6/2/23	13.1	Australian Football League (AFL) Gather Round	Section 90(2) and (3)(d)	Retain in confidence	Until the Agreement has been finalised		Released

Confidential Items Register

Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
125. Council 6/2/23	14.1	Tender Selection Report – River Torrens Linear Park Shared Path Enhancement Project (Stage 2)	Section 90(2) and (3)(b)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2028
126. Council 6/2/23	14.2	Appointments to the Norwood Parade Precinct Committee	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	February 2028
127. Council 6/2/23	14.3	2024 Tour Down Under	Section 90(2) and (3)(g)	Retain in confidence until the official announcement has been made			Released
128. Council 6/2/23	14.4	Norwood Concert Hall – Invoicing and Administration	Section 90(2) and (3)(a)	Retain in confidence	5 years		February 2028
129. Council 6/3/23	14.1	Lease Agreement – 64 Nelson Street, Stepney – Women’s Community Centre SA Incorporated	Section 90(2) and (3)(a)	Retain in confidence	Until a new Lease is entered into		
130. Council 6/3/23	14.2	52 Sydenham Road, Norwood - Establishment of Access over Council Owned Land	Section 90(2) and (3)(d)	Retain in confidence	Until the notice of the amendment to the Community Land Management Plan is published		
131. Council 22/3/23	3.1	Audit & Risk Committee – Appointment of Independent Members	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	March 2028

Confidential Items Register

Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
132. Council 22/3/23	3.2	Appointments to the Business & Economic Development Advisory Committee	Section 90(2) and (3)(a)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	March 2028
133. Council 22/3/23	3.3	Review of the St Peters Child Care Centre & Pre-School	Section 90(2) and (3)(a)	Retain in confidence	5 years		March 2028
134. Council 3/4/23	14.1	Tender Selection Report - Burchell Reserve Upgrade Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	April 2028
135. Council 3/4/23	14.2	Tender Selection Report - Cruickshank Reserve Facility Upgrade Project	Section 90(2) and (3)(k)	Retain in confidence	5 years	Minute Released. Report to be kept confidential.	April 2028
136. Council 3/4/23	14.3	Appointment of Members to the ERA Water Audit Committee	Section 90(2) and (3)(a)	Retain in confidence	Until the appointment has been made		Released June 2023
137. Council 1/5/23	14.1	Execution of Council Seal - Land Management Agreement - 27 Stannington Avenue, Heathpool	Section 90(2) and (3)(a)	Retain in confidence	Until such time that the LMA Deed is noted on Certificate of Title		
138. Council 1/5/23	14.2	Trans Tasman Energy Group Pty Ltd - Public Lighting Dispute	Section 90(2) and (3)(a) and (3)(i)	Retain in confidence	Until the matter is finalised		

Confidential Items Register

Meeting & Date	Item	Subject	Grounds for Confidentiality	Outcome of Review (Retained in Confidence/Released)	Period to be Retained in Confidence	Comments	To be Released
139. Council 5/6/23	14.1	Heritage Protection Opportunities	Section 90(2) and (3)(m)	Retain in confidence	Until the proposed amendment is released for the purpose of public consultation		
140. Council 6/6/23	14.2	2023 ARA Awards – City of Norwood Payneham & St Peters Annual Report 2021-2022	Section 90(2) and (3)(g)	Retain in confidence until the official announcement has been made			Released July 2023

Green = Confidentiality Order to be Extended

Red = Released by Virtue of the Resolution

12. ADOPTION OF COMMITTEE MINUTES

REPORT AUTHOR: General Manager, Governance & Community Affairs
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4549
FILE REFERENCE: Not Applicable
ATTACHMENTS: A - B

PURPOSE OF REPORT

The purpose of the report is to present to the Council the Minutes of the following Committee Meetings for the Council's consideration and adoption of the recommendations contained within the Minutes:

- Business & Economic Development Advisory Committee – (4 July 2023)
(A copy of the Minutes of the Business & Economic Development Advisory Committee meeting is contained within **Attachment A**)
- Special Meeting of the Norwood Parade Precinct Committee – (11 July 2023)
(A copy of the Minutes of the Special Meeting of the Norwood Parade Precinct Committee is contained within **Attachment B**)

ADOPTION OF COMMITTEE MINUTES

- **Business & Economic Development Advisory Committee**

That the minutes of the meeting of the Business & Economic Development Advisory Committee held on 4 July 2023, be received and that the resolutions set out therein as recommendations to the Council are adopted as decisions of the Council.

- **Special Meeting of the Norwood Parade Precinct Committee**

That the minutes of the Special Meeting of the Norwood Parade Precinct Committee held on 11 July 2023, be received and that the resolutions set out therein as recommendations to the Council are adopted as decisions of the Council.

Attachment A

Adoption of Committee Minutes

Business & Economic Development Advisory Committee

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

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
**Norwood
Payneham
& St Peters**

Business & Economic Development Advisory Committee

Minutes

4 July 2023

Our Vision

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

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

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

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
Norwood
Payneham
& St Peters

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VENUE Mayors Parlour, Norwood Town Hall

HOUR 6.16pm

PRESENT

Committee Members Mayor Robert Bria (Presiding Member)
Cr John Callisto
Ms Amanda Grocock
Ms Amanda Pepe
Mr Ben Pudney
Mr Joshua Baldwin
Ms Rebecca Thomas
Ms Trish Hansen

Staff Keke Michalos (Manager, Economic Development & Strategy)
Stacey Evreniadis (Economic Development Co-ordinator)
Tyson McLean (Economic Development Officer)
Eleanor Walters (Manager, Urban Planning & Sustainability)

APOLOGIES Cr Grant Piggott, Cr Victoria McFarlane, Mr Matt Grant

ABSENT Nil

TERMS OF REFERENCE:

The Business & Economic Development Committee is established to fulfil the following functions:

- *To provide high-level independent expert advice to the Council on economic development matters and employment growth opportunities in the City of Norwood Payneham & St Peters and to have oversight of the continued implementation of the Council's Economic Development Strategy.*
- *To identify issues, opportunities, and initiatives which impact on business and economic development in the City of Norwood Payneham & St Peters.*
- *To provide advice to the Council and recommend actions, including the conduct of studies associated with business and economic development, as required, in order to facilitate the identification of opportunities, issues, strategies and actions.*
- *To assist the Council to facilitate and promote economic growth and development in the City of Norwood Payneham & St Peters.*
- *To provide advice to the Council as required, to facilitate the creation of business networks (both within South Australia and Australia), which provide benefits for the City of Norwood Payneham & St Peters and the business sector.*
- *To provide strategic direction and leadership to ensure that members of the business community are able to participate in the development and implementation of the City's business and economic development outcomes.*
- *Conduct forums to identify and articulate relevant information in respect to services and activities in the City of Norwood Payneham & St Peters that contribute to the City's economic growth.*
- *Advocate and work actively with State and Federal Governments and their agencies, the private sector and relevant peak bodies on key economic priorities which deliver positive outcomes for the City and the community.*
- *Consider and advise the Council on medium and long term matters relevant to business and economic development within the City of Norwood Payneham & St Peters.*

1. CONFIRMATION OF MINUTES OF THE BUSINESS & ECONOMIC DEVELOPMENT ADVISORY COMMITTEE MEETING HELD ON 4 APRIL 2023

Cr Callisto moved that the minutes of the Business & Economic Development Advisory Committee meeting held on 4 April 2023 be taken as read and confirmed. Seconded by Ms Amanda Grocock and carried unanimously.

2. PRESIDING MEMBER'S COMMUNICATION

Nil

3. STAFF REPORTS

3.1 PROGRESS REPORT ON THE 2021 – 2026 ECONOMIC DEVELOPMENT STRATEGY

REPORT AUTHOR: Economic Development Coordinator
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4616
FILE REFERENCE: qA109047
ATTACHMENTS: A - D

PURPOSE OF REPORT

The purpose of this report is to provide the Business & Economic Development Advisory Committee, with a progress report on the implementation of the *2021-2026 Economic Development Strategy*.

BACKGROUND

The *2021-2026 Economic Development Strategy*, is designed to guide economic development within the City, identify the priority areas for the five (5) year period and articulate the Council's role in supporting business and economic development.

The *Draft 2021-2026 Economic Development Strategy* is based on research, and its development is based on sector workshops and consultation with the business sector. The results were presented to the Business & Economic Development Committee at its meeting held on 16 June 2020. At that meeting, the Committee endorsed the Draft Strategy as being suitable to present to the Council for its consideration and endorsement to be released for community consultation and engagement.

Subsequently, the *Draft 2021-2026 Economic Development Strategy* was presented to the Council at its meeting held on 6 July 2020. At that meeting, the Council endorsed the *Draft 2021-2026 Economic Development Strategy* as being suitable to release for community consultation and engagement.

Following the conclusion of the consultation period, the results of the consultation and the revised final document, were presented to the Committee and subsequently to the Council for its endorsement. At its meeting held on 6 October 2020, the Council endorsed the *2021-2026 Economic Development Strategy*. The *2021-2026 Economic Development Strategy* and the *2021 – Year 1 in Review* documents can be accessed via the Council website. The *Economic Development Strategy 2022 – Year 2 in Review* document will also be placed on the Council website, following its endorsement by both the Committee and subsequently the Council.

This report provides an update on the key Strategies and Actions that have progressed since the last Committee meeting.

RELEVANT STRATEGIC DIRECTIONS & POLICIES

The *2021-2026 Economic Development Strategy* is the Council's "blueprint" to guide the growth of the City's economy for a five (5) year period. The Strategy sits within the Council's decision-making framework and has been developed to align with other key strategic and policy documents.

The key strategies that have been used to inform, or that will work in conjunction with the *2021-2026 Economic Development Strategy* are listed below:

- *The 30-Year Plan for Greater Adelaide*
- *Norwood, Payneham and St Peters (City) Development Plan*
- *CityPlan 2030: Shaping Our Future – Mid Term Review 2020*
- *Kent Town Economic Growth Strategy 2020 - 2025*
- *Norwood Parade Precinct Annual Business Plan*
- *Smart City Plan*

FINANCIAL AND BUDGET IMPLICATIONS

At its meeting held on 6 June 2022, the Council endorsed the Norwood Parade Precinct Annual Business Plan for the 2022-2023 financial year.

Subsequently, at its meeting held on 4 July 2022, the Council adopted the *Annual Business Plan, Budget and Declaration of Rates for 2022-2023*, which includes the following in respect to The Parade Precinct Separate Rate and the Economic Development Precinct Management budgets:

- A total budget of \$215,000 is to be collected through The Parade Precinct Separate Rate for the 2022-2023 financial year for the primary purpose of marketing and promoting The Parade, Norwood; and
- a total budget of \$97,750 be allocated by the Council to continue to deliver the Economic Development agenda in the 2022-2023 financial year.

In addition, *Raising the Bar Adelaide 2022* and the *Eastside Business Awards 2023*, received separate funding as part of the Council's 2022-2023 Budget.

The Council's 2022-2023 Economic Development Budget has been used to deliver the final Actions listed in Year 2 and to commence the delivery of the Year 3 Actions of the Strategy. Some of the Year 3 and Ongoing Actions that have progressed since the last Committee meeting are set out in **Attachment A**.

A total budget of \$100,000 to deliver the Economic Development Agenda in the 2023 – 2024 financial year, has been included in the Council's draft 2023 – 2024 Budget, which will be considered and endorsed by the Council in early July 2023. The intent is that this budget will be used to fund the remaining Actions in Year 3 and commence the Actions in Year 4 of the Strategy as well as deliver any other initiatives determined by the Committee and the Council.

EXTERNAL ECONOMIC IMPLICATIONS

The successful delivery of the *2021-2026 Economic Development Strategy* may be impacted by the broader economic environment and world events, although Australia's and more specifically the City of Norwood Payneham & St Peters' economy has shown resilience over the past three (3) years. With that said, the current interest rate is sitting at 4.1%, which is the highest rate that Australians have experienced over the last eleven (11) years, and there have been twelve (12) interest rate increases since May 2022. Economists forecast that Australians may see another rate rise of a quarter of a percent in the coming months, before stabilising in September or October this year.

In June 2023, the State Government released its 2023 – 2024 State Budget, which allocated substantial funding to areas such as health, housing and child protection and primarily focused on addressing the cost-of-living concerns. Whilst households receive some respite in this Budget, unfortunately this does not carry through to businesses. Businesses continue to face cost pressures, including wage growth, while being impacted by lower consumer demand.

Economic Development Staff continue to support business owners and operators through face-to-face meetings and by providing them with information to help them navigate through this challenging time.

SOCIAL ISSUES

Economic development impacts on both the business sector and the local community. Whilst the key focus of this Strategy is on the business sector, the two (2) are intrinsically linked and the prosperity of the local economy relies on creating a holistic environment where people want to invest, work, do business, live, shop and socialise.

CULTURAL ISSUES

The City is a culturally rich and diverse place, with a strong identity, history and "sense of place". Cultural and creative activity is increasingly recognised as important components of economic growth. Economic growth and sustainability through employment, vibrancy and growth are all important factors in achieving cultural vitality.

RISK MANAGEMENT

In establishing the Strategic Framework for the *2021-2026 Economic Development Strategy*, the Council took into account the economic and demographic profile of the City, the views of the business community and partners and the key influences and trends that have, and will, impact on the City's economy. In doing so, the Council has ensured that the Strategy appropriately addresses the wide range of opportunities and challenges facing businesses and economic growth in the City. The Council will continue to work with the business community to ensure that the Strategies and Actions remain relevant and beneficial.

ENVIRONMENTAL ISSUES

A vital component in meeting the aspirations of current and future businesses located in the City of Norwood Payneham & St Peters, is ensuring that issues relating to environmental sustainability are considered together with economic sustainability. A sustainable environment impacts on business investment decisions and is a key asset in the success of local businesses. The Council will continue to promote programs aligned with environmental actions, as well as look to introduce initiatives with a sustainable focus that encourage and promote a circular economy.

RESOURCE ISSUES

The *2021-2026 Economic Development Strategy* has been prepared by the Council Staff, however it will require additional support, from both internal and external resources to ensure its timely implementation. The Economic Development Staff continue to work with Staff across the organisation to deliver the Actions in the Strategy.

DISCUSSION

The implementation of the *2021-2026 Economic Development Strategy* commenced in January 2021 and to ensure that it is delivered in a timely manner, Council staff have developed a reporting structure that is presented to the Business & Economic Development Advisory Committee at each of its meetings, for the purpose of tracking the progress of the Strategy's implementation and to provide direction and guide the staff in its implementation.

The table contained in **Attachment A**, outlines progress on the Actions under each of the four (4) key themes that are currently being delivered in Year 3 of the Strategy or are 'Ongoing' Actions for the duration of the five (5) year Strategy. It should be noted that only the Actions that have recently been completed, commenced or progressed since the last Committee meeting have been included.

The information in the table, whilst detailed, should be read in conjunction with the *2021-2026 Economic Development Strategy* to obtain a better understanding of the individual Action and the Objective that the Council is proposing to achieve.

Similar to the *Economic Development Strategy, 2021 – Year 1 in Review* document, an *Economic Development Strategy, 2022 – Year 2 in Review* summary document has been prepared, which is contained in **Attachment B**.

CONCLUSION

The *2021-2026 Economic Development Strategy* recognises the leadership role of the Council in setting a clear direction for economic development within the City and in supporting the business sector. Developing the Strategy with clear direction and focus provides the foundation for the Council to implement successful actions and initiatives and establish partnerships with different stakeholders (i.e. Federal and State Governments, developers, businesses and residents) in order to ensure the successful longevity of the City's business and economic sector.

RECOMMENDATION

That the Committee endorses the *Economic Development Strategy, 2022 – Year 2 in Review* document as being suitable to present to the Council.

Ms Rebecca Thomas moved:

That the Committee endorses the Economic Development Strategy, 2022 – Year 2 in Review document as being suitable to present to the Council.

Seconded by Mr Ben Pudney and carried unanimously.

3.2 KENT TOWN PRECINCT OCCUPANCY LEVELS ANNUAL ASSESSMENT 2022

REPORT AUTHOR: Economic Development Officer
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4512
FILE REFERENCE: qA109047
ATTACHMENTS: A – B

PURPOSE OF REPORT

The purpose of this report is to present the results of the inaugural assessment of the occupancy levels within the Kent Town Precinct to the *Business & Economic Development Advisory Committee*.

BACKGROUND

The Council commenced monitoring the occupancy rates within The Parade Precinct in 2020, following the release of the *Adelaide Retail High Street Overview*, a bi-annual report produced by JLL Australia, which analyses the vacancy rates of Adelaide's major high street precincts, including The Parade, Norwood. A copy of the most recent edition of the *Adelaide Retail High Street Overview (1Q23)* is contained in **Attachment A**.

Following the release of the JLL report, discrepancies were identified by staff in the methodology (i.e. scope of tenancies measured) and parameters which are used to assess the vacancy rates within these mainstreet precincts and in particular, The Parade, Norwood. As a result, an annual assessment of The Parade Precinct's occupancy levels is now undertaken by Council staff.

In recognition that occupancy levels provide a strong measure of how a precinct is performing and provide an indication of the likely demand in the rental market, it was determined that a similar assessment should also be undertaken for Magill Road. This would provide a better understanding of the overall health of the Precinct, as well as creating a complete database of businesses that exist, therefore enabling more targeted marketing and promotion. The analysis also enables trends to be identified and assumptions to be made, and if and when necessary, actions to be taken.

At its meeting held on 4 April 2023, the *Business & Economic Development Advisory Committee* (the Committee) was presented with the inaugural *Activity Precincts Occupancy Report 2022* which contained all of the occupancy data (as well as some other key statistics) for both The Parade and Magill Road. Following consideration of the matter, the Committee resolved the following:

1. *That the Activity Precincts Occupancy Report 2022 contained in Attachment B, be received and noted by the Committee.*
2. *That the Committee notes that an annual assessment of The Parade and Magill Road's occupancy levels, together with other key Activity Precincts over time, will be undertaken, with the results of the assessment to be presented back to the Business & Economic Development Advisory Committee through the annual Activity Precincts Occupancy Report.*

In February – March 2023, staff commenced the process of undertaking an occupancy assessment for the Kent Town Precinct. The purpose of this assessment was to establish a base line for future assessments. The Committee will note that the Kent Town Precinct occupancy results do not feature as part of the *Activity Precincts Occupancy Report 2022*, however moving forward, the intent is that Kent Town data collection will also be undertaken at the same time as The Parade and Magill Road. This is scheduled to occur towards the end of each calendar year to ensure consistency of reporting and data collection as part of the overall methodology. The data collected will be presented as part of the *Activity Precincts Occupancy Report*, which will be updated and released annually.

RELEVANT STRATEGIC DIRECTIONS & POLICIES

The relevant Strategies contained in the *2021-2026 Economic Development Strategy* are outlined below:

Dynamic & Diverse City

Outcome: Support the growth and viability of the City's business sectors based on their competitive strength and strategic priority.

Strategy: Focus on the support and growth of the City's priority sectors.

- *Action 1.1.9 – Continue to monitor location trends and employment numbers as majority of employment in the Professional, Scientific & Technical Services industry is in Kent Town and its surrounds.*

Destination City

Outcome: Increase the number of people who live, work and visit the City and enhance the community well-being of existing residents, workers and visitors.

Strategy: Support the City's vibrant mainstreet precincts.

- *Action 2.2.3 – Monitor vacancy rates on The Parade by undertaking annual audits.*

Innovative City

Outcome: Attract and maintain competitive businesses with the capacity for resilience and ongoing sustainability, innovation and growth.

Strategy: Facilitate communication, education and networking programs to support businesses.

- *Action 3.3.1 – Continue to grow the business database and communicate on a regular basis, including a process to identify new businesses.*

DISCUSSION

The current *Activity Precincts Occupancy Report 2022*, contains the data for The Parade and Magill Road Precincts, as well as high level information on what elements contribute to creating successful precincts and mainstreets. This report is designed in a way which will not only allow data for other key precincts (i.e. Kent Town) to be included, which will result in a more comprehensive report over time, but the individual precinct data can be easily extracted as standalone documents. A copy of this report which was presented to the Committee at its meeting held on Tuesday, 4 April 2023 is contained in **Attachment B**.

Prior to outlining the results of the Kent Town occupancy assessment, it is important to briefly understand and provide a comparison of the occupancy levels for both The Parade and Magill Road. This information will also form useful background information for the Committee Workshop that will occur as part of this meeting.

The Parade

The assessment, which was undertaken on Tuesday, 13 September 2022, and encompasses the entire Parade Precinct, which extends from Fullarton Road to Portrush Road, identified the following:

- 373 tenancies within The Parade Precinct;
- 345 tenancies were occupied by a business; and
- 28 tenancies were vacant (9 more than in 2021), which equates to an occupancy level of 92.5% (as compared to 94.8% in 2021).

Table 1 below highlights the tenancy mix within The Parade Precinct:

TABLE 1: TENANCY MIX OF THE PARADE PRECINCT – 2022

Sector	Number	Percentage (%)
Retail	101	29.3%
Dining & Entertainment	70	20.3%
Professional	65	18.8%
Medical, Health & Wellbeing	55	16.2%
Hair/Beauty	35	10.1%
Training/Employment	9	2.6%
Community	5	1.4%
N/A (i.e. Leased signage but no business yet)	5	1.4%

Magill Road

The assessment, which was undertaken on Friday, 28 October 2022, and encompasses the entire length of Magill Road, which extends from Fullarton Road to Portrush Road (both sides of the road), and from Portrush Road to Glynburn Road (northern side only), identified the following:

- 215 tenancies (excluding residential) within the Magill Road Precinct;
- 202 tenancies were occupied by a business; and
- 13 tenancies were vacant (5 more than in 2021), which equates to an occupancy level of 94% (as compared to 95.3% on 2021).

Table 2 below highlights the tenancy mix within the Magill Road Precinct:

TABLE 2: TENANCY MIX OF THE MAGILL ROAD PRECINCT – 2022

Sector	Number	Percentage (%)
Retail	79	39.1%
Medical, Health & Wellbeing	33	16.3%
Dining & Entertainment	32	15.8%
Professional	31	15.3%
Hair/Beauty	23	11.4%
Community	3	1.5%
Training/Employment	1	0.5%

Kent Town

Kent Town was selected as the next Precinct to be monitored based on its growing business profile and its importance as a key cultural, creative and professional sector employer within the City of Norwood Payneham & St Peters.

The assessment undertaken by Council staff encompasses the entire suburb of Kent Town, which is bordered by North Terrace (to the North), Hackney Road (to the West), Dequetteville Terrace (also to the West) and Fullarton Road (to the East). A map of the Precinct will be included in the *Activity Precincts Occupancy Report 2023*. The assessment undertaken by Council staff was conducted on Friday, 17 February and Friday, 10 March 2023 and all details from this assessment are correct as of that date.

The assessment conducted by Council staff identified the following:

- 357 tenancies within the Kent Town Precinct;
- 332 tenancies were occupied by a business; and
- twenty-five (25) vacant tenancies within the Kent Town Precinct, which equates to an occupancy level of 93%.

Part of this Precinct also contains a residential component, which although located within this Precinct, does not form part of this analysis.

Table 3 below highlights the tenancy mix within the Kent Town Precinct:

TABLE 3: TENANCY MIX OF THE KENT TOWN PRECINCT – 2023

Sector	Number	Percentage (%)
Professional	180	50.4%
Retail	60	16.8%
Medical, Health & Wellbeing	48	13.4%
Dining & Entertainment	19	5.3%
Community	11	3.1%
Hair/Beauty	8	2.2%
Training/Employment	6	1.7%

Table 4 below, further segregates the 'Retail' and 'Professional' sectors into sub-sectors to enable a deeper understanding of these high-level sectors. Retail is segregated into 'Product', which is inclusive of businesses that specialise in homewares, furniture, grocery stores, toys etc and 'Clothing'. The Professional sector is segregated into 'Technical' which includes architects, graphic design, IT, builders, marketing agencies etc, 'Financial', which includes accountants, banks, brokers etc, and 'Real Estate'.

TABLE 4: RETAIL AND PROFESSIONAL SECTOR BREAKDOWN FOR THE KENT TOWN PRECINCT – 2023

Sector Breakdown	Number	Percentage (%)
Retail – Product	58	96.7%
Retail – Clothing	2	3.3%
Professional – Technical	118	65.5%
Professional – Financial	43	23.9%
Professional – Real Estate	19	10.5%

As can be seen by the data contained in **Table 4**, Kent Town is dominated by 'Professional – Technical' businesses, which is very much in alignment with the look and feel of the Precinct and its identification as the creative hub of the City of Norwood Payneham & St Peters. The second largest sector is the 'Retail – Product' followed by the 'Medical, Health & Wellbeing' sector. These three (3) sectors dominate the business makeup of this Precinct. Combined, these three (3) high levels sectors (Professional, Retail and Medical, Health & Wellbeing) contribute to 80.6% of the business tenancy mix.

As more data is collected over time, a greater analysis of trends in Kent Town will occur, allowing for more informed assumptions and decisions to be made.

Overall Comparison

It is also important to compare The Parade, Magill Road and Kent Town against other mainstreets and business precincts within Metropolitan Adelaide and around Australia. **Table 5** below, indicates how The Parade, Magill Road and Kent Town compare against the other mainstreets identified in the JLL Australia report. In the absence of sufficient available data for Precincts similar to Kent Town, the mainstreet data has been used. Moving forward, Staff will seek to obtain other data that is more comparable:

TABLE 5: RETAIL HIGH STREETS OCCUPANCY LEVELS COMPARISON

Street	Most Recent Figure	Time Period	Source
Prospect Road, Prospect	94.7%	1Q23	JLL
Hindley Street, Adelaide	88.7%	1Q23	JLL
Rundle Street, Adelaide	91.7%	1Q23	JLL
King William Road, Goodwood	95.3%	1Q23	JLL
O'Connell Street, North Adelaide	92.7%	1Q23	JLL
Jetty Road, Glenelg	92.7%	1Q23	JLL
The Parade, Norwood	96.7%	1Q23	JLL
The Parade, Norwood (NPSP)	92.5%	4Q22	Staff
Magill Road (NPSP)	94%	4Q22	Staff
Kent Town (NPSP)	93%	1Q23	Staff

Notes: (NPSP) refers to data collected by the City of Norwood Payneham & St Peters. All other data is provided by JLL Australia.

As shown in **Table 5** above, all three (3) Precincts perform extremely well against other Metropolitan Adelaide mainstreets, especially given the total area of all three (3) Precincts in comparison to these other mainstreets.

It is also important to compare the tenancy mix of each Precinct against that of other Precincts of similar scale within Metropolitan Adelaide and from around Australia. **Table 6** below, depicts the tenancy mix for the Brunswick Precinct in Victoria and whilst the categories stated are slightly different to what is used for The Parade, Magill Road and Kent Town, a general understanding can be obtained.

TABLE 6: TENANCY MIX FOR THE BRUNSWICK PRECINCT IN VICTORIA (265 BUSINESSES) - 2022

Tenancy Category	Percentage
Cafes & Restaurants	30%
Fashion	15%
Pubs & Bars	10%
Other Retail	8%
Hair & Personal Services	8%
Health Care	7%
Other	7%
Grocery & Fresh Food	6%
Recreational	5%
Homewares	4%

As set out in **Table 6**, the Brunswick Precinct is dominated by its dining businesses with cafes, restaurants, pubs and bars accounting for over a third of all businesses.

Table 7 below, depicts the tenancy mix for Jetty Road, Glenelg, which is a mainstreet within Metropolitan Adelaide. Again the categories used are slightly different, but provide enough of an understanding to undertake a comparison.

TABLE 7: TENANCY MIX FOR JETTY ROAD (330 BUSINESSES) – 2022

Tenancy Category	Percentage
Services	33%
Hospitality	31%
General/Homewares	16%
Fashion & Jewellery	13%

As set out in **Table 7**, Jetty Road has an even mix of businesses within its Precinct. It is interesting to note that 'Service' related businesses comprise the most businesses within the Precinct, especially when Jetty Road is marketed as the State's premier seaside shopping and dining destination. It is also interesting to note that 'Dining & Entertainment' within The Parade Precinct equates to 20.3% compared to 33% within the Jetty Road Precinct.

When comparing these two (2) Precincts against The Parade, Magill Road and Kent Town, it is clear that both Magill Road and Kent Town are dominated by one (1) category of business, similar to the Brunswick Precinct, however, the dominant business category is in line with what each Precinct is associated with (Magill Road - retail products such as homewares and furniture and Kent Town - professional businesses). The Parade has a more diverse range in its tenancy mix, which as a destination mainstreet precinct, it needs to have to be able to cater for a more diverse demographic and greater visitation number.

OPTIONS

Not Applicable.

CONCLUSION

For a precinct the geographical size of Kent Town, it is acknowledged that an occupancy rate of 93% indicates that it is performing well. As a City fringe business precinct, Kent Town has for many years performed well, however anecdotally the restrictions placed by both the State and Federal Governments during the COVID-19 Pandemic benefitted precincts such as Kent Town and its occupancy rates as businesses moved away from the CBD and into City fringe locations such as Kent Town. As more assessments are undertaken, a better picture of the trend occurring within the Kent Town Precinct will be formed allowing for more informed decisions to be made regarding the future direction for Kent Town.

COMMENTS

Whilst it is acknowledged that a low vacancy rate is a positive representation of the health of a Precinct, research has shown that when vacancy rates fall below 5%, the rental market is considered to be in a good state. This can unfortunately lead to landlords subsequently increasing rents, which in turn can have a negative impact on the tenancy mix. It also means that landlords can afford to be selective about the type of tenants that they place in individual tenancies. For example, the JLL Australia measure for The Parade indicates that The Parade is close to being 'at capacity' in terms of leased tenancies, which can start to have a negative impact on the Precinct. It discourages businesses from looking to open within the Precinct due to the difficulty of finding a tenancy and it can cause stagnation with the tenancy mix with an inability to adapt or shift quickly. Staff will continue to monitor this activity to identify any such patterns or issues, should they arise. These results will be presented to the Committee and subsequently the Council.

RECOMMENDATION

1. That the Committee notes that an annual assessment of The Parade, Magill Road and Kent Town, together with other key Activity Precincts over time, will be undertaken, with the results of the assessment to be presented back to the Business & Economic Development Advisory Committee through the annual Activity Precincts Occupancy Report.
 2. That the Committee notes that the Kent Town Precinct Occupancy data will be incorporated into the *Activity Precincts Occupancy Report 2023*, in addition to the preparation of a standalone document, similar to that for The Parade and Magill Road.
-

Ms Amanda Grocock moved:

1. *That the Committee notes that an annual assessment of The Parade, Magill Road and Kent Town, together with other key Activity Precincts over time, will be undertaken, with the results of the assessment to be presented back to the Business & Economic Development Advisory Committee through the annual Activity Precincts Occupancy Report.*
2. *That the Committee notes that the Kent Town Precinct Occupancy data will be incorporated into the Activity Precincts Occupancy Report 2023, in addition to the preparation of a standalone document, similar to that for The Parade and Magill Road.*

Seconded by Ms Trish Hansen and carried unanimously.

4. STAFF PRESENTATION

Staff outlined the background, opportunities and challenges associated with The Parade, Kent Town, Glyde and Stepney, to assist the Committee in identifying the Council's economic development priorities for the next 18 months.

5. OTHER BUSINESS**5.1 Economic Development Priorities**

Mr Joshua Baldwin moved:

- 1. That the Business & Economic Development Advisory Committee recommends to the Council that its economic development priorities over the next eighteen (18) months are the development of a 3-Year Strategy for The Parade and the undertaking of the Kent Town Project.*
- 2. That the Business & Economic Development Advisory Committee strongly recommends to the Council that it considers the implementation of The Parade Masterplan as its number one priority as part of its review of the Long-term Financial Plan.*

Seconded by Ms Amanda Pepe and carried unanimously.

6. NEXT MEETING

12 September 2023

7. CLOSURE

There being no further business the Presiding Member declared the meeting closed at 8.58pm.

Mayor Robert Bria
PRESIDING MEMBER

Minutes Confirmed on _____
(date)

Attachment B

Adoption of Committee Minutes

Special Meeting of the Norwood Parade Precinct Committee

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

Telephone 8366 4555
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City of
**Norwood
Payneham
& St Peters**

Special Meeting of the Norwood Parade Precinct Committee **Minutes**

11 July 2023

Our Vision

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

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

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

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City of
**Norwood
Payneham
& St Peters**

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VENUE Mayors Parlour, Norwood Town Hall

HOUR 6.31pm

PRESENT

Committee Members Mayor Robert Bria (Presiding Member)
 Cr Sue Whittington
 Cr John Callisto
 Cr Victoria McFarlane (entered the meeting at 6.44pm)
 Ms Brigitte Zonta
 Mr Joshua Baldwin
 Mr Mario Boscaini
 Mr Michael Zito
 Mr Rik Fisher
 Mr Tom McClure
 Mr William Swale

Staff Keke Michalos (Manager, Economic Development & Strategy)
 Stacey Evreniadis (Economic Development Co-ordinator)

APOLOGIES Cr Josh Robinson, Ms Hannah Waterson

ABSENT Nil

TERMS OF REFERENCE:

The Norwood Parade Precinct Committee is established to fulfil the following functions:

- *To develop and have oversight of the Annual Business Plan and Budget based on the Separate Rate for The Parade Precinct.*
- *The Budget developed by the Norwood Parade Precinct Committee must be considered in conjunction with the Annual Business Plan and the amount recommended to the Council for approval by the Council, is required to meet the objectives set out in the Annual Business Plan.*
- *To have oversight of the implementation of the Annual Business Plan as approved by the Council.*
- *Through the initiatives as set out in the Annual Business Plan ensure the development and promotion of The Parade as a vibrant shopping, leisure and cultural destination for businesses, residents and visitors.*
- *To initiate and encourage communication between businesses within the Precinct.*

1. CONFIRMATION OF MINUTES OF THE NORWOOD PARADE PRECINCT COMMITTEE MEETING HELD ON 16 MAY 2023

Mr Josh Baldwin moved that the Minutes of the Norwood Parade Precinct Committee meeting held on 16 May 2023 be taken as read and confirmed. Seconded by Cr Whittington and carried unanimously.

2. PRESIDING MEMBER'S COMMUNICATION
 Nil

Cr McFarlane entered the meeting at 6.44pm.

3. NORWOOD PARADE PRECINCT NEWS
 Nil

4. STAFF PRESENTATION
 Nil

5. STAFF REPORTS

5.1 CHRISTMAS DECORATIONS FOR THE PARADE 2023

REPORT AUTHOR: Economic Development Officer
GENERAL MANAGER: Chief Executive Officer
CONTACT NUMBER: 8366 4512
FILE REFERENCE: qA119911
ATTACHMENTS: A – F

PURPOSE OF REPORT

The purpose of this report is to present to the Norwood Parade Precinct Committee (NPPC) the outcome of the investigations which have been undertaken regarding the Christmas decorations for The Parade.

BACKGROUND

At its meeting held on Tuesday, 16 May 2023, the Norwood Parade Precinct Committee (NPPC) resolved the following:

1. *That the remaining 2022-2023 Norwood Parade Precinct budget be carried forward and allocated for Christmas events, decorations and activations and that a report outlining the options be prepared and presented to the Committee for its consideration at a Special Meeting to be held in June 2023.*

At that meeting, staff provided information on the existing Christmas decorations and the condition of the decorations (i.e. large illuminated Christmas trees and street pole banners) and whether additional Christmas decorations should be purchased. In respect to the three (3) large existing illuminated trees the following options were presented for the Committees consideration:

- refurbish and install the trees and associated infrastructure in an alternate location; or
- sell the trees and use the revenue to assist with the purchase of new decorations for The Parade Precinct.

Following consideration of the issues, the Committee determined that further research and investigations into other Christmas decoration concepts was required, to allow for an informed decision to be made as to whether the trees should be retained or sold.

FINANCIAL AND BUDGET IMPLICATIONS

The financial and budget implications for both the 2022-2023 and the 2023-2024 *Norwood Parade Precinct Annual Business Plan*, will depend on the decisions which are made by the Committee. Notwithstanding this, the Committee has identified approximately \$40,000 from the 2022-2023 *Norwood Parade Precinct Annual Business Plan* budget (the remaining 2022-2023 budget) for the purchase/upgrade/installation of Christmas decorations.

DISCUSSION

Following the meeting held on Tuesday, 16 May 2023, staff undertook investigations into this matter and estimated that the cost of selling the infrastructure associated with the three (3) large illuminated Christmas trees, as well as identifying the potential cost of purchasing new decorations.

Outlined below is a breakdown of what each concept involves and whether it is recommended or not.

Selling of the Three (3) large illuminated Christmas Trees

In order to obtain an understanding of the process required to sell the three (3) large illuminated Christmas Trees, staff approached Evans Clarke National, a business which includes valuers, auctioneers, asset management and logistics. Staff have met with a representative from Evans Clarke National. The original purchase price of the trees was \$17,250 per tree (excluding GST).

Set out below is the response that was received from Evans Clarke National:

Having attended the storage site for the assets it is clear that they are well packaged and stored. The information you have sent through and the photographs give a reasonable representation of the structure and features of the trees. So, I believe we have enough to present a plan to you for your consideration, without unpacking and setting up the trees.

The market for these items could be limited, however we normally do not judge these things and leave it to the market to determine. As mentioned, we have recently sold Christmas items for other Councils and we received good engagement from the public. In the case of your trees, whilst they are large, they may well align with the needs of businesses and organisations for example for future use in what is really a timeless nature of use. We also find that people with other applications or involvements often participate when we present a sale. It is an opportunity for them.

Given that, we would recommend that they remain packed, and left where they are, and we take advantage of our online sale platform where assets can be sold in situ and the buyer then collects them from their current location (or otherwise as you may require). This we find does not compromise the sale and keeps the costs down for you.

We would suggest no reserve or a low reserve price - however if you have an expectation/requirement we will work with that. If the items are not sold, we will not apply any fees.

The risk is with the buyer in relation to fitness for use, condition etc. and buyers would be reminded that they have the obligation to collect and reinstall with safety and electrical compliance their obligation under terms and conditions of sale.

Notwithstanding that an indicative sale price has not been given, it is recommended that the Committee endorse to proceed with listing the items on the Evans Clarke National website. Should the Committee wish to proceed on this basis, a reserve price will be set.

It is recommended that the three (3) trees be placed online for sale and that a minimum reserve price of \$12,000 be set for the purchase of all three (3) trees together.

Other Christmas Decoration Concepts

Concept 1: Christmas Baubles (new idea) – Visual Inspirations

In an effort to source ideas for new Christmas decorations, staff contacted Polar Displays & Print, who are the installers of the Council's regular Christmas decoration assets, in turn Polar Displays & Print contacted its preferred supplier, Visual Inspirations, to develop a concept, which has taken into account the constraints of the street and subsequently presented a concept centred around baubles located in the median.

The bauble option is similar to the Lygon Street Christmas cracker example (and therefore are likely to be similar in price per unit), which has previously been presented to the Committee. The display and arrangement of the baubles can vary, however all have a weighted base that ensures the decorations are able to meet the engineering standards. The costs associated with the baubles are based on the baubles being non-illuminated, however should a power source become available, Visual Inspirations could ensure illuminated options are available. Non-illuminated baubles should not be a concern, as the baubles will still be visible under the street lighting and also given their low-scale nature, headlights from passing vehicular traffic will help illuminate them.

The full suite of bauble offerings and their costs are contained in **Attachment A**.

However, in general, the costs associated with the following items are outlined in **Table 1** below.

TABLE 1: BAUBLE DECORATION STYLE AND COSTS

Bauble Size and Arrangement	Cost (excl. GST)
1 x 3D Fibreglass Red Gloss 1.5m Bauble on weighted base	\$9,240
1 x 3D Fibreglass Red Gloss 2m Bauble on weighted base	\$15,817
1 x 3D Fibreglass Red Gloss 1.5m Bauble Stack on weighted base (stack of 4)	\$38,961

It should be noted that these costs are not inclusive of installation and dismantling, freight or engineering (all these components will be an additional cost).

One of the advantages of this concept, is that the baubles could be spaced out along the median, allowing for the entire street to be decorated. However, the cost of the decorations could be excessive if the full impact (i.e. a lighting option) was applied. **For this reason, this concept is not recommended at this point in time.**

Concept 2: Giant Walk-Through Stars (new idea) – Visual Inspirations

The Council's Youth Coordinator has also been in discussions with Visual Inspirations regarding the purchase of other Christmas decorations and as part of these investigations, the Council's Youth Coordinator was provided with a concept by Visual Inspirations which is contained in **Attachment B**. This concept proposes giant walk-through stars, which is in line with the theme which was established through the 3-metre illuminated Star (placed at the front of the Norwood Town Hall). These walk-through stars provide unique photo opportunities and encourage child and family engagement.

The estimated cost for two (2) stars (excluding engineering) is between \$40,000 and \$50,000. These stars are not solar and the power source is hidden inside the information pillar located between them, which can be a customised design. With regards to the possible purchase of these Giant Walk-through Stars, it is important to note that a discount of 25% per star has been applied (in the costs stated above) as the product has been installed outdoors (but in an undercover area) for one (1) Christmas period previously. They were used by the City of Perth as part of their Christmas light trail and were installed for six (6) weeks during the 2021 Christmas period. Visual Inspirations have indicated that the stars present in very good condition and will be supplied working and tagged.

The size of the stars is 4.6 metres (height) x 4 metres (width) x 0.85 metres (depth).

These stars could potentially be installed in the Norwood Memorial Gardens (in front of Norwood Oval), activating the western end of The Parade whilst still connecting with the star theme along The Parade. One of the advantages of the Norwood Memorial Gardens is that it currently has a power supply and the walk-through stars could provide a photo destination in the Precinct and a significant feature west of Osmond Terrace.

These initial investigations were undertaken by the Council's Youth Coordinator as a potential replacement for the Festive Gallery on Osmond Terrace, which will not run in 2023. The Council's Youth Coordinator has advised that she does not have the funds for the walk-through stars and therefore will not be proceeding with the star decorations. Given the interactive nature of these decorations, this option is recommended for the Committee's consideration.

Concept 3: Refurbish the three (3) large illuminated Christmas Trees

As previously advised, the three (3) large illuminated Christmas trees need significant refurbishment to make the items operational. The refurbishment includes replacing decorations due to discolouration and replacing electrical fixings due to ageing and sun damage.

The total cost of refurbishing all three (3) illuminated trees is approximately \$45,000 or \$15,000 per tree. Aside from the cost, the other concern relates to where the trees should be placed. As a result of the changes to the intersection of The Parade and George Street, the three (3) trees have not been installed for the past two (2) years (2021 and 2022). Previous estimates prepared by the Council's City Assets Unit indicated that any relocation cost, irrespective of the location, would be a minimum of \$40,000, which would include footings, supplying power to the location and fixing points in the ground for engineering purposes. Therefore, the minimum cost to refurbish and relocate the three (3) trees is approximately \$85,000.

As part of the previous investigations, two (2) locations were identified as potential sites for the trees, the first in the median strip on The Parade between Dan Murphy's and the current ORTA development and the second on the Osmond Terrace median opposite the Norwood Hotel.

However, based on the advice from the Council's Urban Design Staff, it has been recommended that based on the size and scale of the trees, the median strip on The Parade would be the preferred location.

Both of these locations would require approval from DIT due to their proximity to signalised intersections. Based on the cost and the upcoming work scheduled for The Parade as part of The Parade Masterplan, **it is not recommended that the three (3) trees be retained and refurbished.**

Concept 4: Festoon lighting (discussed at previous meeting)

The installation of festoon lighting being along The Parade will be challenging and extremely expensive. The Council's Project Officer, City Projects, has indicated that what was achieved in Rundle Mall (image contained in **Attachment C**), cost the City of Adelaide in excess of \$500,000. The cost to achieve a similar impact along The Parade, would be significantly more, given the length of the street.

In addition, the method of attaching the lighting would also prove challenging. If the option of fixing to buildings is selected, the Council would need to seek permission from each building owner to fix cabling and infrastructure to their asset, as well as have agreements with each building owner in the event that something were to fail. To enable this to occur the Council would need to get individual engineering assessments done for every fixing point.

Another option which was discussed by the Committee, was fixing the festoon lighting to SAPN street light poles. This would require getting permission from SAPN, arranging for a contract to be in place and engineering assessments to be undertaken. In addition, there would not be any ability to utilise power from these poles.

The final option for the attachment of festoon lighting, is to install our own individual assets (i.e. large poles), however this would further increase the overall cost as each pole would need appropriate installation and it would impact on the amenity of The Parade.

This type of lighting would also require approval from the Department of Infrastructure and Transport given its likely proximity to traffic lights. **For these reasons, this concept is not recommended.**

Concept 5: Median tree uplighting (discussed at previous meeting)

Uplighting of various trees along The Parade will also prove to be challenging, as the light required to make it an effective undertaking, is enormous. The Council's Project Officer, City Projects, has provided the uplighting of trees at the entry to Hutt Street (from Greenhill Road) as an example, with an image of this contained in **Attachment D**. The lighting in the examples is powered by a power source (not solar).

The cost associated with installing power to multiple locations will be significant. There is no solar option available on the market that would provide the amount of light required, for the period of time needed, and if there were, the solar battery would be limited in its charging ability as the solar panel will be shaded for the majority of the day due to being located under the tree canopy cover.

In addition, as there is limited space in The Parade median, it will not be possible to light up the canopies in the same way as the example images. **For these reasons, this concept is not recommended.**

Concept 6: Bud lighting between median trees (discussed at previous meeting)

Off the shelf lighting does not have the impact needed to make this a viable option. Therefore, bespoke lighting would be needed to provide the light output to create an effect worthy of visiting The Parade. For example, the bud lighting of trees along North Terrace, an image of which is contained in **Attachment E**, cost in excess of \$250,000.

When lighting is attached to trees, the attachment needs to be non-intrusive and moved annually to allow for the free growing of the trees. This ensures the tree trunk or branches are not constricted in the same spot for more than one (1) year. Inspection and maintenance are required to adjust fittings so they don't 'strangle' the tree as well as some flexibility in the attachments to enable automatic adjustment as the trees grows. **For these reasons, this concept is not recommended.**

Concept 7: Christmas themed projections onto Norwood Town Hall (George Street) (discussed at previous meeting)

The infrastructure associated with projecting onto the George Street side of the Norwood Town Hall is being investigated and is likely to be installed by the Council as part of the George Street Upgrade Project. Therefore, at this point in time, there is no need for the Norwood Parade Precinct Committee (NPPC) to contribute to any of the associated costs.

As part of the George Street Upgrade Project, which forms part of the implementation of The Parade Masterplan, the provision for infrastructure associated with projections (standalone pole with GoBo projectors on it) is being designed into the construction drawings. The plans for what is being proposed and the extent of coverage along the George Street frontage of the Norwood Town Hall wall is contained in **Attachment F**.

As this project is already in motion, there is no role for the Committee to play.

Christmas on Parade Street Pole Banners

At its meeting held on Tuesday, 16 May 2023, the Committee was made aware of the need to replenish its Christmas on Parade Street Pole Banner stock with new banners due to the current stock being damaged and/or substantially faded. A budget of \$10,000 has been identified.

As part of this report it is proposed that the Committee will formally resolve to proceed with the delivery of the banners, using the carry forward allocation of \$10,000 as part of the 2022-2023 budget.

OPTIONS

The Committee has the following options available in respect to this matter:

- to retain the three (3) large illuminated Christmas trees and refurbish and reinstall on The Parade median outside of Dan Murphy's;
- to sell the three (3) large Christmas trees; and
- to purchase alternative Christmas decorations for the Precinct (including any of concepts presented as part of this report).

CONCLUSION

Installation of Christmas decorations along The Parade will enhance the visitor experience during the festive season, especially the night-time economy. The decorations currently scheduled to be installed this year include, the giant illuminated Star at the front of the Town Hall, lighting in the trees surrounding the Town Hall, the window decorations in the Norwood Town Hall (including the light up stars and window stickers) and light pole decorations (Christmas decorations and Christmas banners).

COMMENTS

Nil.

RECOMMENDATION

1. That the three (3) large illuminated Christmas Trees be placed online for sale via Evans Clarke National and that a reserve price for the sale of all three (3) trees be set at \$12,000 (i.e. \$4,000 per tree).
 2. That should the reserve price for the sale of the three (3) large illuminated Christmas trees be achieved or exceeded, that the financial return from the sale of these trees be used to assist with the purchase of additional Christmas decorations for installation in 2023.
 3. That the two (2) Giant Walk-Through Illuminated Stars as contained in **Attachment B**, be purchased and installed at the Memorial Gardens and the Christmas Art Installation (that was placed in Memorial Gardens in 2022) be relocated and installed on Osmond Terrace. That a budget of \$70,000 comprising of the remaining budget from the *2022 – 2023 Norwood Parade Annual Business Plan* and necessary funds from the 2023 – 2024 Budget as well as the funds from the sale of the three (3) Christmas trees be allocated for the purchase of the two (2) Giant Walk-Through Illuminated Stars.
 4. That \$10,000 be carried forward from the 2022-2023 budget for the design and purchase of new Christmas on Parade branded street pole banners.
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Mr Mario Boscaini moved:

1. *That the three (3) large illuminated Christmas trees be placed online for sale via Evans Clarke National and that a reserve price for the sale of all three (3) trees be set at \$12,000 (i.e. \$4,000 per tree).*
2. *That should the reserve price for the sale of the three (3) large illuminated Christmas trees be achieved or exceeded, that the financial return from the sale of these trees be used to assist with the purchase of additional Christmas decorations for installation in 2023.*
3. *That an additional report investigating event companies specialising in lighting and digital installations for Christmas on Parade be prepared and presented to the Committee for its consideration at its next meeting to be held on 1 August 2023.*
4. *That \$10,000 be carried forward from the 2022-2023 budget for the design and purchase of new Christmas on Parade branded street pole banners.*

Seconded by Cr McFarlane and carried unanimously.

6. **OTHER BUSINESS**
Nil

7. **NEXT MEETING**
Tuesday 1 August 2023

8. **CLOSURE**
There being no further business, the Presiding Member declared the meeting closed at 7.30pm.

Mayor Robert Bria
PRESIDING MEMBER

Minutes Confirmed on _____
(date)

13. OTHER BUSINESS
(Of an urgent nature only)

14. CONFIDENTIAL REPORTS

14.1 COUNCIL RELATED MATTER

RECOMMENDATION 1

That pursuant to Section 90(2) and (3) of the *Local Government Act, 1999* the Council orders that the public, with the exception of the Council staff present, be excluded from the meeting on the basis that the Council will receive, discuss and consider:

- (m) information relating to a proposal to prepare or amend a designated instrument under Part 5 Division 2 of the *Planning, Development and Infrastructure Act 2016* before the draft instrument or amendment is released for public consultation under that Act;

and the Council is satisfied that, the principle that the meeting should be conducted in a place open to the public, has been outweighed by the need to keep the consideration of the information confidential.

RECOMMENDATION 2

Under Section 91(7) and (9) of the *Local Government Act 1999* the Council orders that the report, discussion and minutes be kept confidential until the proposed amendment is released for the purpose of public consultation.

14.2 TENDER SELECTION REPORT – TRINITY VALLEY DRAINAGE UPGRADE STAGES 2 & 3

RECOMMENDATION 1

That pursuant to Section 90(2) and (3) of the *Local Government Act 1999* the Council orders that the public, with the exception of the Council staff present, be excluded from the meeting on the basis that the Council will receive, discuss and consider:

(k) tenders for the supply of goods, the provision of services or the carrying out of works;

and the Council is satisfied that, the principle that the meeting should be conducted in a place open to the public, has been outweighed by the need to keep the receipt/discussion/consideration of the information confidential.

RECOMMENDATION 2

Under Section 91(7) and (9) of the *Local Government Act 1999*, the Council orders that the report and discussion be kept confidential for a period not exceeding five (5) years and that this order be reviewed every twelve (12) months.

Under Section 91(7) and (9) of the *Local Government Act 1999* the Council orders that the minutes be kept confidential until the contract has been entered into by all parties to the contract.

14.3 REVIEW OF CONFIDENTIAL ITEMS – TENDER SELECTION REPORTS

RECOMMENDATION 1

That pursuant to Section 90(2) and (3) of the *Local Government Act 1999* the Council orders that the public, with the exception of the Council staff present, be excluded from the meeting on the basis that the Council will receive, discuss and consider:

(k) tenders for the supply of goods, the provision of services or the carrying out of works;

and the Council is satisfied that, the principle that the meeting should be conducted in a place open to the public, has been outweighed by the need to keep the receipt/discussion/consideration of the information confidential.

RECOMMENDATION 2

In accordance with Section 91(7) of the *Local Government Act 1999*, the reports and attachments discussed in this Item be kept confidential for a further 12 month period, after which time the order will be reviewed.

14.4 REVIEW OF CONFIDENTIAL ITEMS – QUESTIONS WITH NOTICE - COUNCIL RELATED MATTER

RECOMMENDATION 1

That pursuant to Section 90(2) and (3) of the *Local Government Act 1999* the Council orders that the public, with the exception of the Council staff present, be excluded from the meeting on the basis that the Council will receive, discuss and consider:

- (a) Information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).

and the Council is satisfied that, the principle that the meeting should be conducted in a place open to the public, has been outweighed by the need to keep the receipt/discussion/consideration of the information confidential.

RECOMMENDATION 2

In accordance with Section 91(7) of the *Local Government Act 1999*, the report, Questions with Notice – Council Related Matter, be kept confidential until August 2028, after which time the order will be reviewed.

14.5 REVIEW OF CONFIDENTIAL ITEMS – STAFF RELATED MATTERS

RECOMMENDATION 1

That pursuant to Section 90(2) and (3) of the *Local Government Act 1999* the Council orders that the public, with the exception of the Chief Executive Officer, be excluded from the meeting on the basis that the Council will receive, discuss and consider:

- (a) Information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).

and the Council is satisfied that, the principle that the meeting should be conducted in a place open to the public, has been outweighed by the need to keep the receipt/discussion/consideration of the information confidential.

RECOMMENDATION 2

In accordance with Section 91(7) of the *Local Government Act 1999*, the items discussed in this report be kept confidential until August 2028, after which time the order will be reviewed.

15. CLOSURE