**NOTICE OF ORDINARY COUNCIL MEETING**
**Tuesday 16 September 2025**
**in the Council Chambers, 43-51 Tanunda Road, Nuriootpa,**
**commencing at 5.30pm.**

A recording of the meeting will be available to view on the Council's website.

Martin McCarthy
CHIEF EXECUTIVE OFFICER
THE BAROSSA COUNCIL

# A G E N D A

Welcome by Mayor

## 1. ATTENDANCE RECORD

### 1.1 Members Present

Apologies

Nil

Not Present

Nil

Leave of Absence

Nil

# 2 CONFIRMATION OF PREVIOUS MINUTES

**2.1 Minutes of previous meetings – for confirmation:**

2.1.1 Council meeting held on Tuesday 19 August 2025 at 5.30pm

**2.2 Matters arising from previous minutes**

Nil

# 3 PROCEDURAL ITEMS

**3.1 Petitions**

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**3.2 Deputations/Visitors to the meeting**

Lindsay Linke - Proposed Closure of the walkway between Penrice Road and Scholz Avenue, Nuriootpa

Donna Neumann - Proposed Closure of the walkway between Penrice Road and Scholz Avenue, Nuriootpa

**3.3 Notice of Motion**

Nil

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Nil

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Tuesday 21 October 2025 at 5.30pm

# 11. CLOSURE

# PROCEDURAL ITEMS

## 3.1 Petitions

### 3.1.1 PETITION PROPOSED CLOSURE OF THE WALKWAY BETWEEN PENRICE ROAD AND SCHOLZ AVENUE, NURIOOTPA

**Author: Director Infrastructure and Environmental Services**
**25/62286**

**PURPOSE**

A petition containing 39 signatories has been received regarding Proposed Closure of the walkway between Penrice Road and Scholz Avenue, Nuriootpa from petitioner Donna Neumann on 17 August 2025.

**RECOMMENDATION**

That Council receive and note the petition and inform the lead petitioner that formal consultation will be undertaken and the submission received through the petition shall be included in the consultation report to Council.

**REPORT**

The petition seeks Council to review the decision to begin the Road Closing process which includes further consultation as it pertains to the land adjacent Barossa Village. The petition will be included in the consultation required by legislation, unless Council chooses to cease undertaking the Road Closing process in that case I foreshadow that a member will need to bring forward a notice of motion to rescind the prior decision of Council to undertake the road closure process at the October meeting of Council.

**ATTACHMENTS OR OTHER SUPPORTING REFERENCES**

| | |
|---|---|
| Attachment 1 | Proposed Closure of Walkway between Penrice Road and Scholz Avenue Nuriootpa - Petition 17 August 2025 ⇩ |
| Attachment 2 | Submission - Closure of walkway - Barossa Village - between Penrice Road and Scholz Avenue - Redacted 2 ⇩ |
| Attachment 3 | Submission - Closure of walkway - Barossa Village - between Penrice Road and Scholz Avenue - Redacted ⇩ |

*Supporting references*
Nil

**COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS**

**Corporate Plan**

CS3 Assets - Planning, construction, maintenance and operation of Council's assets (Transport, Bridges, Community Wastewater Management System, Community, Cultural, Recreation and Stormwater)

Legislative Requirements
Local Government Act 1999 Section

## RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

**1. SERVICE DELIVERY**
*Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

Nil

**2. SUSTAINABILITY & ENVIRONMENT**
*Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

Ni

**3. FINANCIAL**
*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

Nil

**4. PEOPLE**
*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

Nil

**5. REPUTATION**
*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

Nil

## COMMUNITY ENGAGEMENT

Will occur as part of the road closure process.

17/8/25

The Council have proposed the closure of the walkway between Penrice Road and Scholz Avenue, Nuriootpa.

We, the undersigned, object to the closure of this walkway as it gives us more direct walking access to Barossa Village services, the bus stop, Coulthard Reserve and surrounding community grounds. We request that the current walkway be developed and sign posted appropriately, as have been other walkways in the Nuriootpa township, so that the community can recognize that it is actually a walkway. It was declared a walkway in 1988 and has never been developed appropriately.

| Name: | Signature: | Address: |
|---|---|---|
| W M N Woods | | GAWLER |
| Lily Kalleske | | Marananga |
| DAVID WILSON | | NURIOOTPA |
| ULLI KLEEMANN | | Nuriootpa |
| Sue Hentschke | | NURIOOTPA |
| Tony Hentschke | | NURIOOTPA |
| Rita Dury | | Nuriootpa. |
| Robert Zilm | | Tanunda |
| Shaun Kalleske | | Marananga |
| Briony Kalleske | | Marananga |
| madi Hampel | | Nuriootpa |
| Ben Freund | | NURIOOTPA |
| Jayne Siegele | | Nuriootpa |
| HAZEL HUMBERSTONE | | |
| Roxanne Boon | | Nuriootpa. |
| STEVAN SUGARS | | RIVERTON |

12th August 2025

The Barossa Council
43- 51 Tanunda Road
NURIOOTPA SA 5355

The Council have proposed the closure of the walkway between Penrice Road and Scholz Avenue, Nuriootpa.

We, the undersigned, object to the closure of this walkway as it gives us more direct walking access to Barossa Village services, the bus stop, Coulthard Reserve and surrounding community grounds. We request that the current walkway be developed and sign posted appropriately, as have been other walkways in the Nuriootpa township, so that the community can recognize that it is actually a walkway. It was declared a public walkway on 27/04/1988 and has never been developed appropriately.

| Name: | Signature: | Address: |
|---|---|---|
| Karen Hoff | | Nuriootpa. |
| | Sally Linke | Nuriootpa |
| Toni Brooks | | Tanunda / Work in Nuri |
| Naomi Mattiske | | Lyndoch |
| John Stanisa | | NURIOOTPA |
| ROGER LESKE | | NURIOOTPA |
| JOVLENE MAY | | NURIOOTPA |
| Donna Neumann | | Penrice Road Nuriootpa |
| | | 18 PENRICE RD |
| TREVOR PASCH | | NURIOOTPA |
| Anna-Harris | | NURIOOTPA |

The Council have proposed the closure of the walkway between Penrice Road and Scholz Avenue, Nuriootpa.

We, the undersigned, object to the closure of this walkway as it gives us more direct walking access to Barossa Village services, the bus stop, Coulthard Reserve and surrounding community grounds. We request that the current walkway be developed and sign posted appropriately, as have been other walkways in the Nuriootpa township, so that the community can recognize that it is actually a walkway. It was declared a walkway in 1988 and has never been developed appropriately.

| Name: | Signature: | Address: |
|---|---|---|
| Telarn Fitzpatrick | | 6 Armstrong Ave Nuriootpa SA |
| Thomas Gorge Gaylard | | NUR. |
| Emily Kroschel | | 4 Armstrong Ave, Nuriootpa |
| Raymond V Duncan | | 6 Sheard Cr. Nuriootpa |
| Ros Woodt | RAW. | 5 SHEARD CR. |
| MICHAEL PARTINGTON | | 3 BUNATLE NURIOOPTA |
| Ebony Donahue | | 1 Sheard Cres. |
| Christopher Whitbread | | 1 Sheard Cres. |
| MALCOLM HUBN. | | 3 SCHOLZ AVE NURIOOTPA |
| STEFAN SIEGEL | | 12 PENRICE RD NURIOOTPA |
| Patrick Mudge | | 14 Penrice Road Nuri |
| KADE HENICE | | 7 WALLINICE PL. NURI |

RECEIVED

12 AUG 2025

THE BAROSSA COUNCIL

Barossa and District Council Members

Re: Request to close the Public walkway between Penrice Road and Scholz Avenue

I am writing this letter after reading in the leader the Barossa Village Inc. request to close the above walkway.

We use this walkway on a weekly basis to access Scholz Avenue and the facilities available to us. This Public walkway has never been sign posted as a Public walkway by the Council

The Barossa Village allowed Mr. Collins to erect a work shop over the walkway, which made it impossible for the public to use.

Council has not maintained this Public walkway.

The Barossa Village Inc. has stipulated that they would sign post a walkway through their land, which would mean people will be walking past Barossa Village units. This walkway that they propose to use is also used by vehicles. Barossa Village Inc, could reconsider anytime and make it a Private walkway just for Barossa Village residents, therefore stopping the Public from using it.

I would strongly ask the Council to reconsider this request, and maintain and use the Public walkway already available to all.

.....[redacted].....

[redacted]

11/8/25

RECEIVED
11 AUG 2025
E BAROSSA COUNCIL

[redacted]

6th August, 2025

The Barossa Council,
43 -51 Tanunda Road,
NURIOOTPA SA 5355

Dear Sir,

It has come to our notice by way of another local resident having seen an article in a recent copy of the Leader, that there is a proposed closure of the "walkway" next to our property, namely between Penrice Road and Scholz Avenue, Nuriootpa.

My partner and myself object to the closure of the "walkway" (detailed above) next to our property at [redacted] Nuriootpa. We use this "walkway" regularly, as do other local residents who are aware that the "walkway" is even there, albeit the "walkway" has NEVER been sign posted or properly maintained by Council even though we believe it is gazetted as a "walkway" and we have pursued this to be done previously on several occasions. I imagine that few people would even be aware that it is a public thoroughfare!

**Personal reasons for use of "walkway":**

We bought our property at [redacted] Nuriootpa in October 2015 in preparation for when I retired from the workforce at age 70, with the intention that we would hopefully be able to stay in our own home, close to aged care facilities, hopefully for the rest of our lives. We were made aware at that time that there is a "walkway" right next to our property to Barossa Village. When considering this purchase we considered the lie of the land (flat and suitable for walking) and access to facilities we may need to pursue as we aged, ie various services available at Barossa Village at that time.

We currently use the mental health services provided by Sonder and the podiatry services, both of which are accessible at Barossa Village, close to our residence. We envisage the necessity of other services provided by Barossa Village as we age and our mobility is affected, and as such may be required we would have direct access to the facility.

**Community reasons for use of "walkway":**

1/ More direct access from Barossa Village and surrounding homes to Coulthard Reserve and the Bush Gardens, where people can walk safely on surfaced paths built to accommodate such traffic, or perhaps participate in volunteering at the Bush Gardens, all good for our better health.

2/ Easy access from Barossa Village and surrounding streets to Bus Stop No. 5 (Penrice Road, Nuriootpa) enabling public transport close-by for people who may not be able to drive or who do not wish to drive.

3/ There are only 2 entry/exit roads into the housing area behind our property and surrounding the Barossa Village. The current "Walkway" would provide a third exit/entry point to this area in case of an emergency, if it was in fact properly maintained as a "walkway".

**New "walkway":**

1/ Where is the "alternative pedestrian access" going to be if the current walkway is closed?

2/ Will there be a specifically designated footpath that does not affect the privacy of current aged tenants in their houses in Barossa Village, as being a walkway it would be accessible to anyone in the community?

I await your response to this letter.

Yours sincerely,

[redacted]

# Mayor's Report - September Meeting 2025

**25/62751**

**AUGUST/SEPTEMBER**

19/08/2025 Met with Chevalier Peter Summers - Order of St John of Jerusalem and Fr Steven de Kleer to discuss the establishment of the Order in the Barossa.

21/08/2025 Attended the SA LGA Local Roads & Works Conference at The Bend Motorsport Park, Tailem Bend.

Pictured with Jon Whelan, CEO Department Transport & Infrastructure, Steve Kaesler, David Bendo, Asphalt & Products, Downer

Topics and speakers included:

***Road Safety: The top treatments to improve road user outcomes***
Kenn Beer – Principal Engineer &Senior Road Safety Auditor, *Safe Systems Solutions*

***Essential road construction techniques and preparing for future challenges***
Megan Renzella – General Manager, Infrastructure & Environment, *Light Regional Council*
Joel Eckermann – Capital Works Manager, *Coorong District Council*
Brenton Mitsos – Capital Works Manager, *Light Regional Council*
Leith Blacker – Director Infrastructure & Development, *Lower Eyre Council*

***The Road to Excellence: Overview EPLGA – Road and Asset Management Training***

Peter Scott – CEO, *Eyre Peninsula LGA*

***Breaking Barriers to Sustainable Roads***
James Lemon – Surface Manager – Asphalt & Products, *Downer*
Shawn Mumford – Surfacing Manager – Thin Surfacing, *Downer*
Adrian D'Amico – Construction Manager – Pavement Rehabilitation & Civil, *Downer*
Tim Stanford – State Manager – Maintenance & ITS, *Downer*

***Procurement of kerbside services***
Mark Rawson – Managing Director, *Rawtec*

***Preservation of survey infrastructure***
Marc Blundell – Senior Geodetic Surveyor

***Department of Transport and Infrastructure Update***
Jon Whelan – CEO, *Department of Transport and Infrastructure*

**NHVR – Local Government Asset Management**
Stewart Garden – Chief Engineer, *National Heavy Vehicle Regulator*

***Psychological health and safety in the workplace***
Fiana Wei – Founder and Managing Director, *Adaptive Psychology*

22/08/2025 Attended the 20th Birthday of Barossa Packaging Centre which has grown over the last two decades to create innovative and lasting connections in the community.

Pictured with Richard Atkins, Director Global Procurement & Production, TWE, Scott Hazeldine, CEO Barossa Australia, Jorge Henry, Packaging Centre Site Manager, TWE and others
Photo supplied by Louise Marsh

23/08/2025 Attended Tanunda Football Club Sponsors Day.

24/08/2025 Invited to attend and toss the coin at the AFL Masters White Ribbon Round held at Barossa Park in support of affirmative action against domestic violence.

I acknowledge Mark Schuster and The Gawler Bunyips Football Club for instigating the White Ribbon Day Round ten years ago. A decade on, that decisive action to "Stand Up and Speak Out" against violence towards women, has now led to 10 AFL Masters SA League teams coming together at our spectacular Barossa Park.

Pictured with Hon Emily Bourke and Mark Schuster

25/08/2025 Radio interview with ABC Port Pirie regarding Boundary Commission – Concordia to go to Town of Gawler.

29/08/2025 Attended the Northern & Yorke Local Government Association AGM in Burra.

4/09/2025 Met with Rueben Batten and Jesse and Tina Kies regarding the recently awarded 2025 Trees of South Australia *Tree of the Year,* also identified as the naming location of the Barossa.

Pictured with Rueben Batten and Jesse and Tina Kies

4/09/2025 Radio interview with 5AA regarding Premier Peter Maliknauskas and Andrew Dillon, AFL CEO announcement that the Barossa will be included in the 2026 Gather Round from 9-12 April.

4/09/2025 Invitation to attend the 2026 Barossa Calendar Launch Event to present awards. Deputy Mayor Jess Greatwich attended.

4/09/2025 Invitation from the AFL to attend the Adelaide Crows v Collingwood First Qualifying Final.

Pictured with Andrew Dillon, AFL CEO

5/09/2025 Attended the South Australian Local Government Officers Association – Southern & Hills Branch – 50th Anniversary and AGM held at Barossa Park.

Speakers from the Council including Martin McCarthy, Ben Clark, Jake McVicar, Elaine Burridge and Natasha Weedon on Barossa Park Project Governance and Control, Barossa Park Project Construction, Event Management, Barossa Creative Industries Centre and the Concordia Development Northern Growth Strategy respectively. Other speakers included Rebecca Tappert around SANFL Facility Project Development and Ocean Protech and Arrows, Portable Traffic Control.

# MATTERS FOR INFORMATION

## 6.1 AMENDMENT TO STATE PLANNING POLICY 1: INTEGRATED PLANNING

**Author: Manager Development Services**
**25/56626**

The Department for Housing and Urban Development has written to Council to advise that an amendment to State Planning Policy 1: Integrated Planning has been authorised by the Minister for Planning. A copy of the letter is contained in Attachment 1.

Amendments address the long-term resourcing and provision of skills to service our planning system and to support the State's future planning capabilities. The draft amendments were released for consultation in 2024 and Council endorsed a submission during the consultation at meeting of 21 May 2024 supporting the changes.

An overview of the changes made to State Planning Policy 1, post consultation, along with a summary of feedback received from the consultation is contained within an engagement report, available on the Plan SA website State planning policies | PlanSA.

**ATTACHMENTS**

Attachment 1 Amendment to State Planning Policy 1 Approved ⇩

**SUPPORTING REFERENCES**

Nil

Government of South Australia
Department for Housing and Urban Development

**Planning & Building**
Level 10
83 Pirie Street
Adelaide SA 5000

GPO Box 1815
Adelaide SA 5001
DX 171

Tel 08 7133 2804

15 August 2025

Dear Stakeholder

I am pleased to advise that an amendment to State Planning Policy 1: Integrated Planning has been approved by the Minister for Planning (the Minister).

Good planning is essential to South Australia's future, and the planners who shape our communities play a pivotal role. The current national shortage of urban and regional planners has been well documented, with the Minister previously acknowledging the skills shortage to be of a critical concern.

The State Planning Policies, first published in 2019, represent the highest level of policy in our planning system, and address the economic, environmental and social planning priorities for South Australia. The amendment to State Planning Policy 1: Integrated Planning now better supports the long-term allocation of resources and expertise necessary to support our planning system.

The State Planning Commission (the Commission) consulted on the proposed updates during 2024, resulting in a range of informative submissions and useful suggestions that were considered by the Commission. Based on feedback received, several minor adjustments were made. An overview of the changes, along with a summary of feedback, is detailed in the engagement report that is available on the PlanSA website.

To align with the recent amendment, the State Planning Policies document, and the associated Special Legislative Schemes document have been given a modern, updated appearance. The new version of the Special Legislative Scheme (which contains policy directions for areas of significant importance to the state), also includes some minor editorial updates. I encourage you to explore both these publications on the PlanSA website.

Should you require further information, please do not hesitate to contact PlanSA via email at plansa@sa.gov.au or on 1800 752 664.

Yours sincerely

**Brett Steiner**
A/Executive Director
Department for Housing and Urban Development

saplanningcommission.sa.gov.au

OFFICIAL

# MATTERS FOR INFORMATION

## 6.2 TREES FOR LIFE - BUSH FOR LIFE REPORT

**Author: Executive and Project Support Officer**
**25/62337**

Trees for Life (TFL) have forwarded a copy of the 'Bush for Life Quarterly Report – April to June 2025' which is attached for information.

Currently there are six Bush for Life sites on Council land, with significant work occurring.

Field Officers and volunteers undertook 119.75 hours of on-ground work on the Bush for Life sites during the 2024-25 financial year. In addition, Bush Action Teams contributed an additional 255 hours of on-ground work, which is equivalent to an on-ground work contribution of over $25,000 to The Barossa Council.

### ATTACHMENTS

Attachment 1 Bush for Life Quarterly Report - April to June 2025

### SUPPORTING REFERENCES

Nil.

# BUSH FOR LIFE
## QUARTERLY REPORT
April to June 2025

TreesForLife

**Site Owner:** The Barossa Council

**BFL Coordinator:** Elisha Brunton

| Profile | |
|---|---|
| Number of BFL sites owned | 6 |
| Number of site carer allocations (at end of quarter) | 4 |
| Staff on-ground work hours this quarter | 23.75 |
| Volunteer on-ground work hours this quarter | 48.75 (group activities) + estimated 36 (unsupervised) |
| Carer movements this quarter | 2 new carers and 0 retirements |

Gorse at Mount Road before MiniBAT

Gorse at Mount Road after MiniBAT

**Comments:**

At Winters Road in April two new site carers were inducted onto the site. They live next to the property and will be a great asset brining grants knowledge and spraying experience. The BAT at Winters Road was an excellent boost for the site. The core area is looking fantastic, allowing us to push the weed front further and extend into new areas.

At Mount Road in June, Blue Wrens were noted on site whilst spraying annual grasses.

BAT volunteers removing Pentaschistis at Winters Road

BAT volunteers removing Pentaschistis at Winters Road

| Site activities during the quarter | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Date** | **Sitecode** | **Site Name** | **Activity** | **OGW time (hrs)** | **# of vols** | **Total hours (staff + vols)** | **Main weeds/tasks** |
| 1/04/2025 | BR008 | MOUNT RD | MiniBAT | 2.5 | 1 | 5 | Gorse |
| 3/04/2025 | BR002 | WINTERS RD | Support | 1.25 | 2 | 3.75 | Site inductions for new site carers |
| 4/04/2025 | BR007 | MAGNOLIA RD RES | Support | 0.5 | 0 | 0.5 | Site Hazard Assessment |
| 29/04/2025 | BR002 | WINTERS RD | BAT | 8.75 | 5 | 61.25 | Pentaschistis |
| 6/05/2025 | BR009 | GOTTWALD RD | Support | 1 | 0 | 1 | Site Hazard Assessment |
| 26/06/2025 | BR008 | MOUNT RD | MiniBAT | 1 | 0 | 1 | Annual grasses |

| On-ground Works Summary | | | |
|---|---|---|---|
| **# BATs** | 1 | **# Support visits** | 3 |
| **# MiniBATs** | 2 | **Total hours OGW (staff+vols)** | 108.5 |

# Bush For Life 2024-25 Summary of Achievements

*The **Bush For Life** program trains and supports volunteers to care for some of SA's most valuable native vegetation, using minimal disturbance bush regeneration techniques*

TreesForLife

## State-wide Summary

- **240 *Bush For Life* sites** throughout South Australia
- around **1,048 hectares** of remnant bushland protected
- more than **500 'adopt-a-site' bushcarers** achieved more than **18,000 hours** of unsupervised volunteer bush regeneration work on their sites
- **17 training days** run for community volunteers, with **191 places** filled in our introductory and advanced workshops
- **963 site activities** supervised by our professional field officers, involving **9,055 hours** of volunteer bush regeneration work - more than **1,354** volunteers are registered for our supervised activities

***achieved 31,092 hours of on-ground bush regeneration work, with a volunteer component valued at $1,341,841****

* Data from the Australian Bureau of Statistics supports a valuation for volunteer work of $49.53 per hour

## Barossa Council, 2024-25

- **6** Bush For Life sites on council land
- 4 'adopt-a-site' volunteers allocated to these sites, contributing an estimated **108** hours of site-specific bush regeneration work
- In addition we held:
  - **4** BATs, **11** mini-BATs and **14** support visits on these sites, during which volunteers contributed **255.25** hours of on-ground work
- Our skilled Field Officers undertook **119.75** hours of on-ground work on these sites alongside volunteers, in addition to many hours of work off site to facilitate these outcomes

*The Bush For Life program leverages grants and other funding to deliver additional value for our partners where possible. This includes Bush Action Teams and other special activities which may be part of other projects.*

***Equivalent to an on-ground work contribution of $25,853 to the Barossa Council during 2024-25***

# MATTERS FOR INFORMATION

## 6.3 LOCAL GOVERNEMENT FINANCE AUTHORITY ANNUAL GENERAL MEETING NOTICE

**Author: Chief Executive Officer**
**25/62678**

Correspondence, as *attached,* has been received notifying Council that the Annual General Meeting of the Local Government Finance Authority (LGFA) will be held on Friday 21 November 2025. Mayor Lange is Council's representative and this is also established.

Notices of Motion must be submitted by Friday 26 September 2025 if Council wishes to make a submission.

**ATTACHMENTS**

Attachment 1 Local Government Finance Authority Meeting Notice

**SUPPORTING REFERENCES**

Nil

Local Government Finance Authority

**TO:** **Chief Executive Officers, Member Councils**

**RE:** **Annual General Meeting – Friday 21 November 2025**

Advance notice is hereby given that the Annual General Meeting of the **Local Government Finance Authority of South Australia (LGFA)** will be held on **Friday 21 November 2025** at the Adelaide Convention Centre. This meeting will again coincide with the Annual General Meeting of the Local Government Association of S.A. with the commencement time and other details to be advised closer to the time.

**1. Appointment of Council Representative**

Section 15(1) of the Local Government Finance Authority of South Australia Act 1983, provides that: -
" Every council is entitled to appoint a person to represent it at a general meeting of the Authority."

As the meetings of the Local Government Association of South Australia (LGA) will also be held on the same day, it is suggested that the same person be appointed to represent your council for the LGA and the Authority. It is, however, our requirement that our form provided is filled out and returned to us. A copy of the Council Representative form is attached for your convenience. (Appendix 1)
Please return this form to the Authority **no later than Friday 26 September 2025**.

**2. Nominations for Members of the Board**

A representative member of the Board currently holds office for a term of two years and, as an election took place last year, nominations for members of the Board are not being sought this year.

**3. Notice of Motion**

The Rules of the Authority in relation to Annual General Meeting procedures require that a Notice of Motion specifying the resolution which is to be proposed has been given in writing to the LGFA Chief Executive Officer and to comply with this Rule, it is necessary for Notices of Motion to be submitted to the Local Government Finance Authority of South Australia office on or strictly **no later than Friday 26 September 2025**.

Member councils are requested to lodge the Notice of Motion in the following manner: -

(a) Notice of Motion
(b) Reason
(c) Suggested Action

A copy of the Notice of Motion form is attached for your convenience. (Appendix 2)

DAVIN LAMBERT
Chief Executive Officer
Local Government Finance Authority of SA

18 August 2025

**Local Government Finance Authority of South Australia**
Suite 1205, 147 Pirie Street, Adelaide SA 5000
P: 08 8223 1550 E: admin@lgfa.com.au W: www.lgfa.com.au ABN: 80 189 672 209

Appendix 1

**APPOINTMENT OF COUNCIL REPRESENTATIVE**

**LOCAL GOVERNMENT FINANCE AUTHORITY OF SOUTH AUSTRALIA**

**2025 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**<br>(Full Name) | Mayor / Councillor / Officer |
| **Delegate Home Address** | |
| **Delegate Email Address** | |
| **Name of**<br>**Chief Executive Officer** | |
| **CEO Email Address** | |
| **Signature of**<br>**Chief Executive Officer** | |

Please return completed Appointment of Council Representative Form to admin@lgfa.com.au
by CLOSING DATE: **Friday 26 September 2025**

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

Appendix 2

Local Government Finance Authority

**NOTICE OF MOTION**

**LOCAL GOVERNMENT FINANCE AUTHORITY OF SOUTH AUSTRALIA**

**2025 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 26 September 2025**

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

# MATTERS FOR INFORMATION

## 6.4 COMMUNITY GOVERNANCE - BAROSSA COMMUNITY IMPACT SCHOLARSHIP PILOT - PROGRAM OVERVIEW

**Author: Manager Community Services**
**25/71452**

Purpose

To inform Elected Members of the pilot Barossa Community Impact Scholarship (Attachment 1), delivered in partnership with Regional Development Australia – Barossa, Gawler, Light and Adelaide Plains (RDA BGLAP), as part of the Wellbeing Project Governance Structure. The initiative aligns future grants and the Council's strategic vision and will inform Phase 2 of the Community Governance and Grants Modelling, extending the formation of participatory leadership and capacity building.

Background

The Barossa Council's Wellbeing and Community Governance projects are actively bringing together a collaborative, community-led approach to deliver a Wellbeing and Inclusion Strategy. This strategy will be underpinned by a Wellbeing Network, comprising key advisory groups, lifespan cohorts, and a broader Wellbeing Alliance, co-designed with the community to guide future decision-making and investment.

As part of this vision, Council is piloting the Barossa Community Impact Scholarship, designed to invest in emerging and established changemakers, innovators, and community connectors who are shaping the region's future. This Scholarship round is supporting identified community leaders through the Empowered Committees Program, facilitated by RDA BGLAP.

In the 2025 pilot, four Barossa community members have been offered scholarships, representing the lifespan groups working with Council on the Wellbeing and Inclusion Strategy and Implementation Action Planning to increase community participation, leadership capacity, and collaborative decision-making across the Barossa. A further two places have been allocated to key Council staff, who will participate under a train-the-trainer model to ensure the sustainability of program learnings within Council operations and to strengthen the Council's capacity to support and mentor community leaders into the future.

Scholarship Program Overview

The Scholarship provides training, mentoring, and experiential learning to enable participants to:

- Strengthen community connections and collaboration across Council, community, and the wider region.

- Drive initiatives that enhance social, human, cultural, built, financial, and economic wellbeing investment.
- Influence strategic planning and decision-making to reflect local needs and aspirations.
- Build community capacity to respond to challenges and embrace opportunities for resilience and growth.

Strategic Significance

The scholarship program is an integral component of The Barossa Council's commitment to:

- Building a strong, inclusive Wellbeing Network where governance, equity, and collaboration drive long-term benefits.
- Equipping community voices and leaders to influence and co-design best practice governance models.
- Aligning community development and governance initiatives with future Council grant processes and investment strategies.
- Piloting approaches that can be scaled and integrated into Phase 2 of the Community Governance and Grants Modelling.
- Extending this framework to enhance participatory leadership, ensuring broader community involvement in shaping policy, programs, and investment priorities.

Next Steps

- Participants to commence the Empowered Committees Program.
- The program, valued at $3,200, is subsidised through funding from PIRSA, reducing the participant contribution to $320. For scholarship recipients, Council will cover the $320 program fee (Attachment 2).
- Active participation in training, peer learning, and co-design workshops.
- Integration of participant insights into the design and activation of the Wellbeing Network.
- Ongoing collaboration with the Community Development Team to trial governance and grants alignment approaches.
- Evaluation of pilot outcomes to inform Phase 2 implementation and broader roll-out of participatory leadership models.

**ATTACHMENTS**

Attachment 1 Barossa Community Impact Scholarship (Community Governance and Wellbeing Project Alignment) - Program Scope and Overview ⇩

Attachment 2 Wellbeing Network - Scholarship Offer - RDA Program Applicants ⇩

**SUPPORTING REFERENCES**

NIL

# Barossa Community Impact Scholarship

Pilot Program under Wellbeing and Community Governance Projects

**Community Services**

# Barossa Community Impact Scholarship – Program Overview

## About the Program

The Barossa Community Impact Scholarship forms part of The Barossa Council's broader *Wellbeing Project* and *Community Governance Model* initiatives, which aim to strengthen local leadership, governance, and community capacity across the region.

This scholarship offers fully supported places in the Empowered Committees Program, delivered by Regional Development Australia – Barossa, Gawler, Light and Adelaide Plains (RDA BGLAP) in partnership with the Leaders Institute of South Australia and funded by PIRSA.

As a pilot initiative, the program provides an opportunity for Council to explore and refine the most effective ways of working with community leaders, influencers, and connectors. The pilot will help identify the tools, resources, and ongoing supports needed to maximise impact and build capacity in local leadership networks. This includes testing approaches for embedding governance best practice, strengthening collaboration across sectors, and aligning grassroots priorities with Council's strategic objectives.

Through the Wellbeing Project, Council is working to embed the Community Capitals Framework (CCF) into decision-making, planning, and investment – ensuring that community voices, shared measurement, and sustainable governance structures shape local priorities. The Community Governance Project complements this by building the skills, networks, and confidence of community leaders, so that advisory groups, Wellbeing Network action groups, and district committees can operate effectively, inclusively, and with long-term impact.

The Barossa Community Impact Scholarship is a practical way to advance these goals by:

- Equipping participants with governance, strategy, and engagement skills they can apply directly within the Wellbeing Network and local committees.
- Fostering cross-sector networks that bridge Council, community, and regional partners.
- Building leadership pipelines to support ongoing Wellbeing & Inclusion Strategy implementation.
- Learning from the pilot to inform future capacity-building models and partnership approaches.

## Program Structure

- **Welcome Webinar** – Orientation and networking.
- **Six Core Sessions** – Full-day and half-day workshops on strategy, finance, collaboration, engagement, mentoring, and operational effectiveness.
- **One-on-One Coaching** – Personalised leadership and governance development.
- **Masterclasses (2026)** – Specialist sessions in finance, governance, and digital communication.
- **Graduation** – Recognition and celebration of participant achievements.

## Program Content

Participants will engage in a mix of workshops, webinars, and coaching sessions between September and December 2025, with additional masterclasses scheduled for early 2026.

**Welcome Webinar**

- Orientation and introduction to program.
- Networking with peers and facilitators.

**Session 1: Building Your Foundation – Adaptive Strategic Planning**

- Use Program Logic to clarify purpose and impact.
- Structure and document effective strategic plans.
- Define clear organisational direction and priorities.
- Set realistic, actionable goals and lead change using adaptive thinking in evolving environments.

**Session 2: Converting Strategy to Resources**

- Build practical skills in grant writing & pitch development.
- Create clear cases aligned with community needs.
- Identify & build strong funding relationships.
- Use AI tools and community input to improve writing and engagement.

**Session 3: Strengthening Community Groups – Meetings, Conflict & Collaboration**

- Run productive and inclusive meetings.
- Manage group dynamics effectively.
- Use adaptive approaches to foster collaboration.
- Support clear decision-making and actionable outcomes.

**Session 4: Engaging Your Communities**

- Practical strategies for inclusive, welcoming community engagement.
- Insights from guest speakers with real-world experience.
- Build trust and communicate effectively across diverse groups.
- Sustain meaningful participation.

**Session 5: Leader as Mentor and Coach**

- Unlock the strategic value of coaching and mentoring.
- Use the right approach for stronger leadership and engagement.
- Apply proven models like GROW for development conversations.
- Build trust-based relationships that drive real outcomes.

**Session 6: Operational Effectiveness – Bringing it All Together**

- Strengthen systems, people, and processes in your organisation.
- Lead change by managing tensions and identifying issues early.
- Support proactive risk management and practical project reviews.
- Build a culture of teamwork, continuous improvement, and accountability.

**Expected Outcomes**

By the end of the program, participants will:

- Strengthen skills in governance, planning, and community collaboration.
- Gain confidence to chair and contribute effectively to community committees.
- Develop networks across Council, community, and the wider BGLAP region.
- Apply learning directly to the **Wellbeing Network action groups**, **advisory groups**, and **district committees**, influencing local decision-making and building sustainable community capacity.
- Provide Council with insights and recommendations on the most effective ways to support community leaders for long-term impact.

## Connection to the Wellbeing & Inclusion Strategy (2026–2030)

The Barossa Community Impact Scholarship directly supports the outcomes of the *Wellbeing & Inclusion Strategy*, which is being developed through the Wellbeing Project in partnership with UniSA and community stakeholders. This strategy is built on four wellbeing themes aligned to the Community Capitals Framework – Healthy, Active Lifestyles; Safe, Inclusive and Welcoming Spaces; Belonging, Connection and Participation; and Learning, Creativity and Purposeful Contribution.

Scholarship participants will be positioned to:

- Act as catalysts for district-level action planning that reflects community-identified priorities.
- Strengthen advisory group capacity to make evidence-based decisions using shared wellbeing indicators.
- Foster inclusive governance models that enable broader participation and leadership from diverse voices.
- Champion cross-capital outcomes that improve both community wellbeing and Council's strategic alignment.

Through this pilot, participants not only gain individual skills but also contribute to building a sustainable governance ecosystem. The lessons learned will shape future Council approaches to leadership development, community capacity building, and impact measurement – ensuring the Strategy's vision of a thriving, inclusive, and resilient Barossa is realised.

Reference: TRIM

3 September 2025

XXX

XXX

XX

Dear (Participant),

Congratulations on being accepted into the *Empowered Committees Program*, facilitated by Regional Development Australia Barossa, Gawler, Light, and Adelaide Plains.

Our Community Development Team is currently midway through an exciting Wellbeing Project that brings Wellbeing and Governance together as a collaborative, community-led approach. This work will result in a *Wellbeing and Inclusion Strategy* that brings together passionate, like-minded individuals committed to influencing positive change. As part of this initiative, we are establishing a Wellbeing Network of key advisory groups, lifespan cohorts and a broader Wellbeing Alliance.

As part of this vision, The Barossa Council is piloting the **Barossa Community Impact Scholarship** – a new initiative designed to invest in the people shaping our region's future. This scholarship supports emerging and established changemakers, innovators, and community connectors in strengthening their skills, expanding their networks, and acquiring the tools necessary to deliver meaningful and lasting change.

**Purpose**

Through a combination of training, mentoring, and experiential learning, the scholarship empowers you to translate ideas into action from grassroots projects to district-wide strategies.

By investing in our community, this program strengthens the foundations of a thriving, inclusive, and future-ready Barossa.

**Program Focus**

The Program equips participants to:

- Strengthen community connections and collaboration across our Council, community, and region.
- Drive initiatives that enhance social, human, cultural, built, financial, and economic investment in wellbeing.
- Influence and contribute to strategic planning and decision-making that reflects local needs and aspirations.
- Build capacity within communities to respond to challenges and embrace opportunities for growth and resilience.

**Why It Matters**

(08) 8563 8444 | barossa@barossa.sa.gov.au | barossa.sa.gov.au
43-51 Tanunda Road (PO Box 867), Nuriootpa SA 5355 | ABN: 47 749 871 215

The Scholarship is part of our council's commitment to building a strong, inclusive Wellbeing Network, where governance, equity, and collaboration come together to deliver long-term community benefits.

This program is not just about individual growth; it's about equipping community voices, connectors, and catalysts to strengthen the Barossa for generations to come.

We are pleased to offer you a scholarship in recognition of your commitment to working with us to co-design the Wellbeing Network through a co-design process, specifically, your leadership and influence within the 0-12 years Lifespan Group

**Our shared expectations**

As a recipient of the Barossa Community Impact Scholarship, we invite you to:

- Engage actively in the program – participate fully in training, discussions, and peer learning.
- Connect and collaborate with your peers – five other Wellbeing Network participants are also taking part in the program. We encourage you to share your experiences, ideas, and learning with one another throughout the program.
- Bring your voice and insights into the Wellbeing Network – share what you learn with your groups, so the benefit extends within the Community and Network.
- Collaborate with Community Development Team – explore how your new skills can strengthen the design and activation of the Network.
- Contribute to shaping best practice – help influence how community governance is established and embedded across the Barossa.

**Our commitment to you**

The Barossa Council will:

- Cover your program fee and support your participation.
- Provide spaces to apply and share your learning within the Wellbeing Network.
- Offer opportunities to collaborate with members of the Wellbeing Network and Council staff to shape future governance models.

**Next steps**

- Please confirm acceptance of your place by email.
- Your program fee of $320 will be paid directly to RDA by Council.
- Jenny O'Brien, Wellbeing Development Officer from The Barossa Council, will be in contact to arrange an initial planning session ahead of the Network co-design workshop.

We are very excited to be working alongside you,

Carly Hennessy
**Manager Community Services, The Barossa Council**

(08) 8563 8444 | barossa@barossa.sa.gov.au | barossa.sa.gov.au
43-51 Tanunda Road (PO Box 867), Nuriootpa SA 5355 | ABN: 47 749 871 215

# MATTERS FOR INFORMATION

## 6.5 DEPARTMENT OF HUMAN SERVICES - COMMUNITY TRANSPORT SOUTH AUSTRALIA PROGRAM TENDER - THE BAROSSA COUNCIL

**Author: Manager Community Services**
**25/71468**

*Introduction*
The purpose of this report is to inform Council of the outcome of the Department of Human Services (DHS) tender application for the Community Transport South Australia (CTSA) program, following Council's resolution in December 2024 (Resolution 2022-26/603) to tender for the Barossa and Light regions only.

*Background*
At its meeting in December 2024, Council resolved (Resolution 2022-26/603) to submit a tender for the CTSA program providing services only to the Barossa and Light regions.

The DHS tender expanded service area boundaries to align with state requirements, including the addition of the Adelaide Plains and Gawler regions. Council determined that taking on this broader footprint at this time would have:

- Exceeded Council's current operational capacity;
- Required additional resources and volunteer support;
- Introduced uncertainty around service demand; and
- Posed financial risks if demand exceeded funded levels.

By limiting the tender submission to the Barossa and Light regions, Council ensured continuity of service for existing clients, alignment with available capacity and a sustainable approach to service delivery.

*Outcome*
Council's submission was successful, with DHS awarding The Barossa Council the CTSA contract for the Barossa and Light regions. The contract is valued at $83,571.60 per annum through to 2027-28 and has now been formally signed.

The contract secures:

- Ongoing community transport services for eligible residents in the Barossa and Light regions.
- Continuation of cancer transport support for under-65 residents.
- Dedicated State funding to sustain service delivery, volunteer engagement and vehicle operations.

*Summary and Conclusion*
Following finalisation of the contract, planning will be undertaken by the Team Leader Community Programs and Community Transport staff to ensure service delivery meets the agreement requirements.

The awarding and signing of the CTSA contract provides residents with confidence that they can continue to access medical appointments, essential services and maintain important community connections. This outcome delivers on Council's December 2024 resolution and demonstrates a sustainable, community-focused approach to transport services.

In summary, the agreement ensures:

- Reliable transport for vulnerable residents in the Barossa and Light regions
- Continuity of service aligned with Council's operational capacity
- Dedicated cancer transport support for under-65 residents
- Stability of service through secured DHS funding to 2027–28

**ATTACHMENTS**

Attachment 1 DHS Department of Human Services - P353-C9 CTSA Community Transport SA - Service Agreement - Barossa and Light LGAs- The Barossa Council - 28 August 2025 ⇩

**SUPPORTING REFERENCES**

Nil

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**STANDARD GOODS AND SERVICES AGREEMENT**

**P353-C9 Community Transport SA Program – Barossa and Light LGAs – The Barossa Council**

Government of South Australia

**AGREEMENT** made on 28-Aug-2025

**BETWEEN:**

**THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1** ("**the Government Party**")

**AND:**

**THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1** ("**the Supplier**")

**IT IS AGREED** that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

**EXECUTED AS AN AGREEMENT**

**SIGNED** by a duly authorised officer for and on behalf of **THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1** in the presence of:

DocuSigned by:
EA92BC0D15E741D...
Authorised officer signature

Ruth Ambler
Authorised officer name

**EXECUTED** by **THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1** by a duly authorised officer in accordance with section 126 of the *Corporations Act 2001* (Cth):

Signed by:
Carly Hennessy
58CA9283B4EB4EC...
Authorised officer signature

Carly Hennessy
Authorised officer name

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**Attachment 1 - Agreement Details**

| | | |
|---|---|---|
| **Item 1** | **Government Party** | Minister for Human Services<br>ABN 11 525 031 477<br>Level 12, 1 King William Street<br>Adelaide SA 5000 |
| **Item 2** | **Supplier** | The Barossa Council<br>43 – 51 Tanunda Road<br>Nuriootpa SA 5355 |
| **Item 3** | **Commencement Date** | 1 September 2025 |
| **Item 4** | **Expiry Date** | 30 June 2028 |
| **Item 5** | **Extension Period** | Extension Period 1: 1 July 2028 to 30 June 2031 |
| **Item 6** | **Supplier's ABN** | 47 749 871 215<br>Registered for GST: Yes |
| **Item 7** | **Contract Managers** | Government Party:<br>Mia Zaccardo<br>Manager Community Connections<br>Email: mia.zaccardo@sa.gov.au<br>Postal address: GPO Box 292, Adelaide SA 5001<br><br>Supplier:<br>Courtney Dswonitzky<br>Team Leader Community Programs<br>Email: cdswonitzky@barossa.sa.gov.au<br>Postal address: PO Box 867, Nuriootpa SA 5355 |
| **Item 8** | **Named Persons** | Not applicable |
| **Item 9** | **Details of Goods** | Not applicable |
| **Item 10** | **Delivery Date**<br>**Delivery Point** | Not applicable<br>Not applicable |
| **Item 11** | **Installation Date** | Not applicable |
| **Item 12** | **Warranty Period** | Not applicable |
| **Item 13** | **Details of Services** | The Supplier will deliver the requirements of the Community Transport SA services in the Local Government Areas of Barossa and Light in accordance with Attachments 5, 6 and 7. |
| **Item 14** | **Delivery Date**<br>**Delivery Point** | As described in Attachments 5, 6 and 7 |
| **Item 15** | **Reports and Manuals** | Refer to Attachments 5 and 7 for reporting requirements. |

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| | | |
|---|---|---|
| | | The Supplier is required to submit biannual qualitative and quantitative data to DHS via Results Reporting Data Dock (R2D2).<br>Reporting Periods:<br>• 1 July (or Commencement Date) to 31 December<br>Due: 31 January<br>• 1 January to 30 June<br>Due: 31 July<br>Quarterly meetings (or as negotiated) between Parties. |
| **Item 16** | **Milestone Dates** | Not applicable |
| **Item 17** | **Price and Payment (including address for invoices)** | Maximum Total Price: $536,251.10 (GST inclusive)<br>Manner of Payment: Invoiced by the Supplier in equal quarterly amounts for service provision in arrears |
| **Item 18** | **Insurances**<br>Public Liability Insurance | Not less than $10,000,000 |
| **Item 19** | **Liability Limit** | The liability limit is 2 x the Total Block Funding amount. |
| **Item 20** | **Other Termination Rights** | Not applicable |
| **Item 21** | **Approved Subcontractors** | Additional approved sub-contractors may be agreed between the parties in writing from time to time throughout the term.<br>The Supplier will prepare and submit the Subcontracting Declaration Form (to be supplied by the Government Party upon request) where subcontractors are proposed to be used to deliver services under this Agreement. |
| **Item 22** | **Additional Personnel Checks** | Where staff are regularly providing services to children, those with a disability, the aged or other vulnerable people, they are required to have the appropriate Screening Assessment from the Department of Human Services (Screening Unit).<br>Volunteer drivers involved in delivering direct transport services under this Agreement in rural and regional South Australia are required to have current Volunteer Driver Accreditation with the Department for Infrastructure and Transport. |
| **Item 23** | **Notice Period for Termination for Convenience** | 90 calendar days |

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## Attachment 2 - Standard Terms & Conditions

### AGREED TERMS

**1. CONTRACT LENGTH**

1.1 This Agreement commences on the Commencement Date and continues until the Expiry Date, unless terminated earlier or extended under clause 1.2.

1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Expiry Date.

**2. CONTRACT MANAGERS**

The persons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

**3. SUPPLY OF GOODS (IF APPLICABLE)**

3.1 If Goods are being supplied under this Agreement then the Supplier must:

(a) supply the Goods in accordance with this Agreement;

(b) sell the Goods without encumbrance;

(c) deliver the Goods to the Delivery Point on or before the Delivery Date;

(d) comply with the Government Party's reasonable directions and delivery instructions;

(e) if requested by the Government Party, provide the Government Party with material safety data sheets with respect to the Goods delivered;

(f) provide test evidence for the Goods if required; and

(g) if indicated in Attachment 1, install the Goods on or before the Installation Date.

3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

**4. INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)**

4.1 The Government Party may inspect the Goods to determine whether to accept or reject the Goods.

4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.

4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:

(a) on delivery, if the Government Party notifies the Supplier that it accepts the goods; or

(b) if no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point.

4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.

4.5 If the Government Party rejects the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:

(a) resupply the Goods and remove the non-conforming Goods from the Delivery Point; or

(b) repair the Goods.

4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.

4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

**5. WARRANTY PERIOD (IF APPLICABLE)**

5.1 If during the Warranty Period the Goods fail to comply with the warranties in clause 9.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

(a) replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or

(b) refund the Price.

**6. SUPPLY OF SERVICES (IF APPLICABLE)**

6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.

6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Persons.

6.3 The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being satisfied as to the expertise, experience and suitability of the substitute.

6.4 The Supplier must ensure that Services are delivered:

(a) to the Delivery Point on or before the Delivery Date;

(b) to a standard that meets or exceeds the Service Levels;

(c) in accordance with the warranties in clause 9.4; and

(d) by any Milestone Dates.

6.5 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebates or any other remedy specified in the Special Conditions.

**7. REPORTS AND MANUALS (IF APPLICABLE)**

The Supplier must provide those reports, manuals or other materials specified in Attachment 1.

**8. SERVICE VARIATION (IF APPLICABLE)**

8.1 If the Government Party wishes to vary the scope of the Services ("**Variation**"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as agreed) provide a written quote ("**Quote**") setting out:

(a) any impacts on the timing of or completion of tasks;

(b) the varied price and payment arrangements; and

(c) any changes to the terms that apply to the performance of the Services.

8.2 The Parties must negotiate in good faith to agree on the price and other terms applicable to the Variation.

8.3 If the Parties agree in writing to the terms of the Variation then:

(a) the Supplier must perform the Services as varied by the Variation;

(b) the Government Party must pay the varied price;

(c) the terms and conditions of the Agreement are varied by the terms of the Variation.

**9. SUPPLIER'S WARRANTIES**

9.1 If Goods are being supplied under this Agreement then the Supplier warrants that it has good and unencumbered title to the Goods and the Goods:

(a) conform with any description applied and any sample provided by the Supplier;

(b) are new (unless otherwise specified);

(c) are free from defects in materials, manufacture and workmanship;

(d) conform to any applicable Australian Standards or other standards nominated in this Agreement;

(e) conform to the Specifications and any technical Specifications provided by the Supplier;

(f) are of merchantable quality;

(g) are installed correctly (if the Supplier is responsible for installation);

(h) are fit for their intended purpose; and

(i) are manufactured and supplied without infringing any person's Intellectual Property Rights.

9.2 The Supplier must ensure that the Government Party receives the full benefit of any manufacturer's warranties in respect of the Goods.

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9.3 During any Warranty Period any defects in the Goods must be rectified at the Supplier's expense.

9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:

(a) comply with the description of the Services in Attachment 1;

(b) be provided with due care and skill;

(c) be provided in a timely and efficient manner;

(d) be provided in accordance with the best practices current in the Supplier's industry;

(e) be supplied without infringing any person's Intellectual Property Rights;

(f) be performed by the Supplier and/or the Supplier's Personnel; and

(g) be supplied in the most cost-effective manner consistent with the required level of quality and performance.

**10. SUPPLIER'S PERSONNEL**

10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel to, the conduct of a police check or any Additional Personnel Checks.

10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, then the Supplier must immediately comply with the notice and provide replacement Personnel acceptable to the Government Party.

10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.

10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Personnel.

**11. PRICE AND PAYMENT**

11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.

11.2 Unless otherwise expressly stated the Price is inclusive of GST.

11.3 The Supplier is entitled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

**12. GST**

12.1 Subject to clause 12.2 the Supplier represents that:

(a) the ABN shown in Attachment 1 is the Supplier's ABN; and

(b) it is registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth),

12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

**13. INTELLECTUAL PROPERTY RIGHTS**

13.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights created before the Commencement Date.

13.2 The Supplier grants to the Government Party and the State a perpetual, irrevocable, royalty free, fee free licence to use, copy, modify and adapt any Intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

**14. INSURANCE**

14.1 The Supplier must effect and maintain the policies of insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.

14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

**15. LIABILITY LIMIT**

15.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

**16. CONFIDENTIAL INFORMATION**

16.1 Subject to this clause 16, neither Party may disclose any Confidential Information belonging to the other Party.

16.2 The Supplier may disclose Confidential Information belonging to the Government Party:

(a) if it has obtained the written consent of the Government Party;

(b) if the disclosure is to a member of the Supplier's Personnel:

(i) only to the extent that and for so long as is necessary for the purpose of performing the Agreement; and

(ii) provided the member is made aware of the confidential nature of the Confidential Information;

(c) as required by law or a court order; or

(d) for the purposes of prosecuting or defending proceedings.

16.3 The Supplier must ensure that Confidential Information is:

(a) protected at all times in accordance with clause 17; and

(b) clearly identified and marked as "CONFIDENTIAL".

16.4 If the Supplier or any member of the Supplier's Personnel is or anticipates being legally compelled to disclose Confidential Information, the Supplier must:

(a) immediately notify the Government Party;

(b) at the Government Party's direction, assist and take such reasonable steps as the Government Party may require in respect of such disclosure (any legal proceedings taken as specifically directed by the Government Party to be at the Government Party's expense); and

(c) take all lawful measures available to oppose or restrict that disclosure, and (to the extent practicable) make disclosure on terms which will preserve the confidentiality of the Confidential Information to the maximum extent possible.

16.5 The Government Party may disclose Confidential Information belonging to the Supplier:

(a) if it has obtained the written consent of the Supplier;

(b) to an employee, contractor, agent or adviser of the Government Party, on a "need to know" and confidential basis;

(c) as required by law or a court order;

(d) for the purposes of prosecuting or defending any legal proceedings;

(e) to the Australian Competition and Consumer Commission (ACCC) if the Government Party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement;

(f) to Parliament, the Governor, Cabinet, any Minister of the Crown or Parliamentary or Cabinet Committee; or

(g) to any agency, authority, instrumentality, Minister or Officer of the State of South Australia (whether or not the Government Party is legally obliged to do so).

**17. SENSITIVE DATA AND CYBER REQUIREMENTS**

17.1 The Supplier must only use the Sensitive Data to the extent necessary to perform its obligations under this Agreement.

17.2 The Supplier must prohibit and prevent any of the Supplier's Personnel who do not have the police checks or Additional Personnel Checks from accessing Sensitive Data, unless approved by the Government Party in writing.

17.3 The Supplier must:

(a) ensure that all Sensitive Data is protected at all times from unauthorised access, transfer, abandonment, misuse, interference, damage and destruction;

(b) maintain protective measures for Sensitive Data in accordance with good industry practice, including:

(i) physical protections;

(ii) strong password policies to authenticate any access to Sensitive Data (including password length, special characters, expiry and multi-factor authentication); and

(iii) any other security control measures notified by the Government Party to the Supplier from time to time;

(c) regularly monitor, review and update its protective measures to respond to the evolving security risk environment; and

(d) not send or store Sensitive Data outside of Australia or allow any of the Supplier's Personnel located outside of Australia to access Sensitive Data, unless approved by the Government Party in writing.

**18. DATA INCIDENT**

18.1 The Supplier must in respect of any Incident:

(a) promptly (and within 24 hours) notify the Government Party in writing and provide details about the Incident and the affected Sensitive Data, including but not limited to:

(i) whether any Sensitive Data has been compromised, deleted, altered, copied or manipulated in any manner; and

(ii) whether a weakness in the Supplier's systems or security program permitted the Incident;

(b) promptly implement appropriate measures to contain and mitigate the impacts, remedy, and prevent a recurrence of the Incident;

(c) promptly comply with the Government Party's directions in respect to the Incident; and

(d) promptly provide such further information and take such further action as the Government Party may reasonably require.

**19. PRIVACY**

19.1 The Supplier must comply with the Information Privacy Principles as if the Supplier were an "agency" for the purposes of the Information Privacy Principles in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement.

**20. SET-OFF**

Any claim the Government Party may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

**21. DISPUTE RESOLUTION**

21.1 Subject to clause 21.4 a Party may not commence legal proceedings without first referring the dispute to the other Party under this clause.

21.2 Either Party may give the other a notice in writing ("**dispute notice**") setting out the details of the dispute.

21.3 Within 5 Business Days or such other period as may be agreed by the Parties, representatives must meet and use reasonable endeavours to resolve the dispute.

21.4 A Party may seek immediate interlocutory relief or other interim remedy in case of genuine urgency.

**22. ENDING THIS CONTRACT**

22.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:

(a) the Government Party reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;

(b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;

(c) the Government Party becomes aware that the Supplier is in breach of its statutory obligations with respect to its employees;

(d) the Supplier fails to comply with a notice issued under clause 10.2;

(e) the Supplier fails to disclose a conflict of interest, fails to avoid or resolve the conflict of interest to the Government Party's satisfaction, or fails to comply with the Government Party's directions under clause 26;

(f) any Other Termination Right occurs; or

(g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.

22.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attachment 1 ("**Notice Period for Termination for Convenience**").

22.3 If the Government Party terminates this Agreement in accordance with clause 22.2:

(a) the Supplier has no claim against the Government Party arising out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and

(b) the Supplier must comply with all reasonable directions given by the Government Party.

22.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not rectified such breach within 14 days of the Supplier giving notice in writing to the Purchaser requiring the rectification of such breach.

**23. EFFECT OF ENDING THIS CONTRACT**

23.1 Unless otherwise approved by the Government Party, on termination or expiry of this Agreement, the Supplier must:

(a) immediately provide to the Government Party:

(i) all originals and copies of the Sensitive Data held by the Supplier in a format determined by the Government Party; and

(ii) any reports or manuals required to be supplied to the Government Party under this Agreement; and

(b) conduct such further data removal measures to permanently delete and destroy all copies of the Sensitive Data held by the Supplier, as may be required by the Government Party,

provided that the Supplier may retain such Sensitive Data as is necessary for the Supplier to comply with the requirements of any law or professional rules that apply to the Supplier.

23.2 The Supplier must provide evidence satisfactory to the Government Party that it has complied with clause 23.1.

23.3 Any termination of this Agreement by either Party does not affect any accrued right of either Party.

23.4 Despite termination or completion of this Agreement, this clause 23 and clauses 9, 13, 14, 15, 16, 17, 18, 19, 24 and those Special Conditions that by their nature remain in force, shall survive.

**24. AUDIT**

24.1 The Government Party may (itself or through a third party) audit the Supplier's compliance with any or all of its obligations under this Agreement.

24.2 The Supplier must cooperate with the auditor's reasonable requirements and allow sufficient access to the Supplier's records, information systems and Supplier's Personnel.

24.3 In conducting any audit under this clause, the Government Party (and its auditor) must use reasonable endeavours to minimise any inconvenience to the Supplier.

**25. SUBCONTRACTING**

25.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.

25.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.

**26. CONFLICT OF INTEREST**

26.1 The Supplier warrants that, at the date of signing this Agreement, no conflict of interest exists or is reasonably foreseeable in relation to its performance of this Agreement that it has not already disclosed to the Government Party.

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26.2 If an actual or potential conflict of interest arises or may arise (either for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement:

(a) the Supplier must immediately disclose the actual or potential conflict in writing to the Government Party;

(b) the Supplier must do all things necessary to avoid or resolve the actual or potential conflict of interest to the Government Party's satisfaction; and

(c) the Government Party may issue directions to the Supplier in respect of the actual or potential conflict of interest and the Supplier must comply with such directions.

**27. COMPLIANCE WITH LAWS**

The Supplier must comply with the laws in force in the State of South Australia in performing its obligations under this Agreement.

**28. GOVERNING LAW AND JURISDICTION**

28.1 This Agreement is governed by the laws in the State of South Australia.

28.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

**29. ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

**30. NO ASSIGNMENT**

30.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement without the written approval of the Government Party which approval shall not be unreasonably withheld.

30.2 Subject to any contrary legislative intention, the Parties agree that if there is any Machinery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

**31. MODIFICATION**

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

**32. SEVERANCE**

32.1 Each word, phrase, sentence, paragraph and clause of this Agreement is severable.

32.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

**33. COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by email.

**34. WORK HEALTH & SAFETY**

34.1 The Supplier must comply with the *Work Health and Safety Act 2012* (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.

34.2 If all or part of the work under this Agreement is to be provided on the premises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work health and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

**35. ACTING ETHICALLY**

The Supplier must conduct itself in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009* (SA)) to behave unethically, to prefer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

**36. INTERPRETATION**

36.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.

36.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:

(a) Special Conditions (Attachment 4);

(b) Standard Terms and Conditions (Attachment 2); and

(c) the other Attachments.

36.3 In this Agreement (unless the context requires otherwise):

(a) a reference to any legislation includes:

(i) all legislation, regulations and other forms of statutory instrument issued under that legislation; and

(ii) any modification, consolidation, amendment, re-enactment or substitution of that legislation;

(b) a word in the singular includes the plural and a word in the plural includes the singular;

(c) a reference to two or more persons is a reference to those persons jointly and severally;

(d) a reference to dollars is to Australian dollars;

(e) a reference to a Party includes that party's administrators, successors and permitted assigns.

**37. SPECIAL CONDITIONS**

The special conditions (if any) form part of this Agreement and to the extent of any inconsistency, take precedence over the other terms of this Agreement.

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## Attachment 3 - Glossary of Defined Terms

**NOTE: Not all terms may be required for a particular procurement**

In this Agreement:

(a) "**Acceptance Date**" means the date that the Goods are accepted by the Government Party;

(b) "**Additional Personnel Checks**" means the checks and clearances specified in Attachment 1;

(c) "**Approved Subcontractors**" means those subcontractors specified in Attachment 1;

(d) "**Business Day**" means any day that is not a Saturday or Sunday or a public holiday in South Australia;

(e) "**Cartel Conduct**" means conduct by two or more parties who are competitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the *Competition and Consumer Act 2010* (Cth);

(f) "**Code of Ethics for the South Australian Public Sector**" is the code of ethics for the purposes of the *Public Sector Act 2009* (SA);

(g) "**Confidential Information**" means information which is identified either as confidential information (if disclosed by the Government Party or received by the Supplier in performing its obligations under this Agreement) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;

(h) "**Consultancy Services**" means services provided by Consultants;

(i) "**Consultant**" has the same meaning as in DPC027 *Disclosure of Government Contracts* and means a person or entity that is engaged by a public authority for a specified period to carry out a task that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultant free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;

(j) "**Delivery Date**" means the date and time specified in Attachment 1 for delivery of the Goods or the supply of the Services;

(k) "**Delivery Point**" means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;

(l) "**Extension Period**" means the period by which the Agreement is extended as specified in Attachment 1;

(m) "**Goods**" means the goods specified in Attachment 1;

(n) "**GST**" means the tax imposed by the GST Law;

(o) "**GST Law**" has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

(p) "**Incident**" means any actual or suspected:

  (i) unauthorised access, misuse, interference, transfer, abandonment, damage or destruction of Sensitive Data;

  (ii) contravention of the Supplier's obligations under clauses 16, 17, or any additional Sensitive Data or confidentiality obligations of the Supplier set out in the Special Conditions; and

  (iii) other security breach or data breach that may affect the Supplier's ability to perform its obligations under this Agreement.

(q) "**Installation Date**" means the date specified in Attachment 1 for the installation of the Goods;

(r) "**Intellectual Property Rights**" means all intellectual property rights, including but not limited to:

  (i) patents, copyright, registered designs, trademarks, know-how and any right to have Confidential Information kept confidential; and

  (ii) any application or right to apply for registration of any of the rights referred to in paragraph (a),

  but for the avoidance of doubt excludes moral rights and performers' rights;

(s) "**Information Privacy Principles**" means the South Australian Government Information Privacy Principles (a copy of which can be found at https://www.dpc.sa.gov.au/resources-and-publications/premier-and-cabinet-circulars) as may be updated from time to time;

(t) "**Machinery of Government Change**" means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;

(u) "**Measurement Period**" means the period over which the performance of a Service Level is measured;

(v) "**Milestone Dates**" means dates by which Services must be delivered as specified in Attachment 1;

(w) "**Named Persons**" means the persons specified in Attachment 1;

(x) "**Notice Period for Termination for Convenience**" means the time period specified in Attachment 1;

(y) "**Other Termination Right**" means the termination rights specified in Attachment 1;

(z) "**Party**" means a party to this Agreement;

(aa) "**Personal Information**" means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonable be ascertained, from the information or opinion;

(bb) "**Purchase Order**" means an order for Goods and/or Services submitted by the Government Party to the Supplier;

(cc) "**Price**" means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;

(dd) "**Sensitive Data**" means either or both of:

  (i) the Government Party's Confidential Information; and

  (ii) Personal Information received, created or held by the Supplier for the purposes of this Agreement;

(ee) "**Service Levels**" means the service levels (if any) specified in the Specifications;

(ff) "**Services**" means the services specified in Attachment 1;

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(gg) "**Special Conditions**" means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;

(hh) "**Specifications**" means the detailed description of the Goods/Services in Attachment 5;

(ii) "**State**" means the Crown in right of the State of South Australia, including its agencies and instrumentalities;

(jj) "**Supplier Personnel**" means any Approved Subcontractors, employees, and any other person employed or engaged by the Supplier to perform (directly or indirectly) this Agreement and includes the Named Persons;

(kk) "**Term**" means the period commencing on the Commencement and ending on the Expiry Date unless terminated earlier and includes any extension; and

(ll) "**Warranty Period**" means the period specified in Attachment 1.

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## Attachment 4 - Special Conditions

**1. NON-EXCLUSIVITY**

1.1 This Agreement is entered into on a non-exclusive basis.

1.2 The Government Party may purchase other goods and services similar to the Goods and Services from other providers.

**2. CONTRACT DISCLOSURE**

2.1 The Government Party may disclose this Agreement and/or information in relation to this Agreement in either printed or electronic form and either generally to the public or to a particular person as a result of a specific request.

2.2 Nothing in this clause derogates from:

(a) the Supplier's obligations under any provisions of this Agreement; or

(b) the provisions of the *Freedom of Information Act 1991* (SA).

**3. PRIVACY**

3.1 The Supplier must:

(a) comply with the South Australian Government Information Privacy Principles (a copy of which can be found at http://www.dpc.sa.gov.au/documents/rendition/B17711#sthash.s76QhRX6.dpuf) ("**IPPs**") as if the Supplier were an "agency" for the purposes of the IPPs, in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement; and

(b) allow the Government Party to undertake, and cooperate with any audit or investigation which the Government Party deems necessary to verify that the Supplier is complying with the IPPs.

3.2 The Supplier must promptly notify the Government Party if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.

**4. INDUSTRY PARTICIPATION POLICY**

4.1 The Supplier must implement the Supplier's Industry Participation Plan ("**IPP**") approved by the Industry Advocate ("**IA**").

4.2 The Supplier must provide an Industry Participation Report ("**IPP Report**") in respect of each Industry Participation Reporting Period within two weeks of the end of each period.

4.3 An Industry Participation Reporting Period is:

(a) the period between the Commencement Date and the date six (6) months after the Commencement Date;

(b) each subsequent six (6) month period during the Term;

(c) if the Agreement ends on a date that is not an anniversary of the Commencement Date or an anniversary of the date in Special Condition 4.3(b), the period from the conclusion of the preceding Industry Participation Reporting Period until the date of termination or expiry of the Agreement;

(d) for short-term projects of strategic importance to the State the period notified by the IA to the Supplier in writing; and

(e) where the Term is for a period less than six (6) months, the entire Term.

4.4 The Supplier must attend any meeting scheduled by the IA during the Term to review how the IPP is being implemented and advanced, and for this purpose, the Supplier must provide all information reasonably requested by the IA. The IA must give the Supplier not less than ten (10) Business Days' notice of any such meeting.

4.5 The IA may, by written notice require that the Supplier within a reasonable time specified in the notice, provide information or documents to enable the Industry Advocate to assess the Supplier's compliance with this special condition.

4.6 If the IA reasonably believes that the Supplier is not complying with the requirements of this special condition, the IA may by notice in writing direct that the supply comply with those requirements.

4.7 Upon receipt of the notice, if the Supplier is of the opinion that its noncompliance is reasonable and justified, the Supplier may provide a response to the Industry Advocate outlining that opinion and the reasons for it.

4.8 The Supplier's failure to comply, in whole or in part, with the commitments contained within the IPP will be a factor taken into account in the award of future contracts for the Government of South Australia.

4.9 In this clause, "Industry Advocate" or "IA" means the person from time to time appointed to the position of Industry Advocate under s. 5 of the *Industry Advocate Act 2017*.

**5. CHILD SAFETY**

5.1 **Additional Definitions**

(a) **Child Safety Act** means the *Children and Young People Safety Act 2017* (SA);

(b) **Prescribed Offence** has the meaning given in the Prohibited Persons Act;

**(c) Prescribed Position** has the meaning given in the Prohibited Persons Act;

(d) **Presumptive Disqualification Offence** has the meaning given in the Prohibited Persons Act;

(e) **Prohibited Person** has the meaning given in the Prohibited Persons Act;

(f) **Prohibited Persons Act** means the *Child Safety (Prohibited Persons) Act 2016* (SA);

(g) **Prohibition Notice** has the meaning given in the Prohibited Persons Act;

(h) **Working with Children Check** has the meaning given in the Prohibited Persons Act.

5.2 **Fundamental Term**

Despite any other clause, the Parties acknowledge that the rights and obligations under this clause are fundamental to this Agreement.

5.3 **No Prohibited Persons**

(a) The Supplier must:

(i) comply with the obligations of employers under Division 2 Part 4 of Prohibited Persons Act in relation to Supplier Personnel that are employed in Prescribed Positions and delivering Services;

(ii) as required by the Government Party's Contract Manager, verify that a Working with Children Check has been conducted in relation to the Supplier Personnel in Prescribed Positions that are delivering Services; and

(iii) subject to clause 5.3(c), immediately procure the ongoing exclusion of any Supplier Personnel that are employed in Prescribed Positions from involvement in delivery of the Services, if they are found to be a Prohibited Person.

(b) Unless such notification causes the Supplier to be in breach of the Prohibited Persons Act the Supplier must promptly notify the Government Party's Contract Manager if it becomes aware that Supplier Personnel who are involved in the delivery of the Services:

(i) is a Prohibited Person; or

(ii) is the subject of any allegation, arrest, charge or conviction for a Prescribed Offence or a Presumptive Disqualification Offence (whilst not being the subject of a Prohibition Notice),

(c) The Supplier will not be in breach of its obligation under clause 5.3(a)(iii) where the Supplier has complied with its obligations under the Prohibited Persons Act and the central assessment unit has failed to provide notification to the Supplier in accordance with section 41(1) of the Prohibited Persons Act.

(d) As often as reasonably requested by the Government Party, The Supplier must give the State evidence satisfactory to the State of The Supplier's compliance with the obligations of employers under Division 2 Part 4 of Prohibited Persons Act.

5.4 **Imposing Obligations on Supplier Personnel**

The Supplier must ensure that:

(a) Supplier Personnel involved in the delivery of Services are aware of and act in a manner consistent with the provisions of this clause at all times; and

(b) Supplier Personnel (not being The Supplier) immediately inform the Supplier if the Supplier Personnel is the subject of any allegation, arrest, charge or conviction for a Prescribed Offence.

5.5 **Child Safe Environment**

In addition to all other obligations under this Agreement, where the Supplier is an organisation to which section 114 of the Child Safety Act applies, the Supplier must:

(a) (**policies and procedures**): have in place appropriate policies and procedures to ensure that, as required by the Child Safety Act:

(i) safe environments for children and young people are established and maintained; and

(ii) appropriate reports of harm and risk of harm to a child and young person are made;

(b) (**lodge statement**): lodge the statement required by section 114 of the Child Safety Act about the Supplier's child safe policies and procedures with the Chief Executive of the Department of Human Services, or such other government agency as the State or South Australian Government publicly notifies (**Successor Children's Protection Agency**), within 10 Business Days after putting in place those policies and procedures; and

(c) (**response**): respond, as soon as reasonably practicable (and in any event within 10 Business Days), to any written request by Department of Human Services, Successor Children's Protection Agency or the Government party for information relating to the Supplier's compliance with the requirements of this clause **Error! Reference source not found.**.

5.6 **Compliance with Child Safety Practices and Procedures**

The Supplier must at all times comply with any practices, policies and procedures in relation to child safe environments notified in writing by the Government Party's Contract Manager.

5.7 **Effect of Non-Compliance**

If the Supplier does not strictly, fully and immediately comply with any or all of its obligations under clauses 5.3(a) and 5.3(b), then such failure to comply will constitute a fundamental breach of the Agreement entitling the Government Party to terminate the agreement immediately upon giving notice in writing to the Supplier.

## 6. RESPECTFUL BEHAVIOURS

6.1 The Supplier acknowledges the Government Party's zero tolerance towards men's violence against women in the workplace and the broader community.

6.2 The Supplier agrees that, in performing the Services, the Supplier's Personnel will at all times:

(a) act in a manner that is non-threatening, courteous and respectful; and

(b) comply with any instructions, policies, procedures or guidelines issued by the Government Party regarding acceptable workplace behaviour.

6.3 If the Government Party believes that the Supplier's Personnel are failing to comply with the behavioural standards specified in this clause, then the Government Party may in its absolute discretion:

(a) prohibit access by the relevant Supplier's Personnel to the Government Party's premises; and

(b) direct the Supplier to withdraw the relevant Supplier's Personnel from providing the Services.

## 7. INFORMATION SHARING

7.1 "ISG" means the Government of South Australia's updated Information Sharing Guidelines for Promoting Safety and Wellbeing strategy endorsed by Cabinet in 2008 and 2013, as amended from time to time.

7.2 To the full extent permitted by law the Supplier agrees to share information in accordance with the ISG.

7.3 The Supplier will, in consultation with a representative from the Department of the Premier and Cabinet, develop an ISG appendix for the Supplier ("Supplier's ISG Appendix"), as prescribed by the ISG (https://www.dpc.sa.gov.au/responsibilities/information-sharing-guidelines/about-the-information-sharing-guidelines).

7.4 If requested by the Minister, the Supplier will provide written information detailing the Supplier's compliance with the ISG including details of the Supplier's progress in developing and implementing the Supplier's ISG Appendix.

7.5 The Parties acknowledge that this Agreement constitutes a 'State contract' for the purpose of the Privacy Act 1998 (Commonwealth).

## 8. FORCE MAJEURE

8.1 "**Force Majeure**" means the following events or circumstances:

(a) fire, flood, earthquake, elements of nature, acts of God, malicious damage, epidemic, explosion, sabotage, riot, civil disorder, rebellion or revolution; or

(b) any change of law, executive or administrative order or act of either general or particular application of any government, or of any official acting under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions,

which the affected party:

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(c) did not cause; and

(d) cannot prevent, control or influence; and

(e) the effect of which prevents that party from complying with any of its material obligations under this Agreement.

8.2 The affected party's obligations directly affected by a Force Majeure and any corresponding entitlement of the other party will be suspended to the extent and for so long as the performance of the affected party's obligations are prevented by the Force Majeure.

8.3 The affected party must as soon as it becomes aware of the Force Majeure notify the other party in writing providing details of:

(a) the nature and extent of the obligations affected;

(b) if known, the expected effect of the Force Majeure on the other party;

(c) action that the affected party has taken or will take to avoid or mitigate the expected effect of the Force Majeure; and

(d) details of insurance policies on which the party may be able to rely to compensate or mitigate the financial effect of the Force Majeure.

8.4 The affected party must:

(a) use its best endeavours to prevent, avoid, remedy, work around or overcome the effect of the Force Majeure as quickly as possible through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of goods or services from another source, and work around plans;

(b) keep the other party informed of the continuation and expected duration of the Force Majeure and of measures taken to comply with this clause; and

(c) recommence performance of its obligations as soon as possible without delay after the Force Majeure ceases to affect the affected party's performance under this Agreement.

8.5 If a Force Majeure causes the affected party to allocate limited resources between or among its other customers, the affected party must not place the other party lower in priority to any other similarly affected customer of the affected party.

8.6 During any period in which the affected party is not performing obligations because of a claimed Force Majeure, the other party may (but need not) make alternative arrangements for the performance, whether by another person or otherwise, of any obligation which the affected party is not performing without incurring any liability to the affected party.

8.7 If the affected party is materially unable to perform its obligations under this Agreement by reason of a Force Majeure for a continuous period of 3 months or a cumulative period of 3 months, then the other party may terminate this Agreement by written notice without prejudice to the terminating party.

**9. SENSITIVE DATA AND CONFIDENTIALITY INDEMNITY**

9.1 The Supplier indemnifies the Minister and the Crown in right of the State of South Australia against any loss or damage which the Government Party or the State may suffer or for which they become liable as a result of:

(a) any unauthorised access, misuse, interference, transfer, abandonment, damage or destruction of Sensitive Data;

(b) any contravention of the Supplier's obligations under clauses 16, 17, or any additional Sensitive Data or confidentiality obligations of the Supplier set out in the Special Conditions; and

(c) any other security breach or data breach that may affect the Supplier's ability to perform its obligations under this Agreement.

**10. INCIDENT MANAGEMENT PLAN**

10.1 The Supplier must, throughout the Term, maintain and adhere to a plan detailing the Supplier's protective measures that will apply to its protection of the Sensitive Data and its protocols and procedures in respect to responding to any Incident (**Incident Management Plan**).

10.2 The Supplier must provide the Government Party with a copy of its Incident Management Plan promptly on demand.

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**Attachment 5 – Supplier Requirements**

## 1. Community Transport SA Program Guidelines

Where reference is made to the CTSA Guidelines, this is the Community Transport SA Program Guidelines (CTSA Guidelines) as provided by the Government Party.

Any amendments to the CTSA Guidelines will be communicated as soon as practicable by the Government Party to the Supplier.

The Supplier will be expected to work in accordance with the most recent version of the CTSA Guidelines as provided to them.

## 2. General organisational requirements

In addition to the requirements of Attachment 5 – Funded Services, the Supplier will ensure the below is adhered to:

### 2.1. Workforce Capability

The Supplier will support their staff to build and maintain their capabilities to provide high quality, effective support that is culturally responsive, trauma-informed, and strengths-based.

The Supplier must take every reasonable step to ensure the safety and proper care of participants, including establishing and maintaining a workforce (including volunteers) who are:

- appropriately qualified and operate within a framework which includes appropriate professional supervision and peer support; and
- supported by suitable recruitment, training and development practices relevant to the specific requirements of the service model.

### 2.2. Office Premises

The Supplier will maintain at least one physical office base in the Region they are operating from with face to face services provided.

### 2.3. Business Continuity Plan

The Supplier must develop and provide as requested by the Government Party a Business Continuity Plan which includes:

- a sound contingency plan for when key staff are on extended periods of leave (e.g. annual leave, sick leave) or it they vacate their position; and
- effective business continuity protocols that demonstrate resilience to unforeseen circumstances and service disruption.

### 2.4. Confidentiality

The Supplier will commit to safeguarding client privacy by ensuring all personal and appointment-related information remains confidential. This includes, but is not limited to, details about clients' appointments and any associated personal data. The Supplier will develop protocols and procedures to guarantee that information is shared only with authorised personnel and is protected against unauthorised access.

Any breach of confidentiality will be addressed promptly and may result in corrective actions.

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### 2.5. Client and Service Data

The Supplier is required to collect client and service data for biannual activity reports and submit to the Government Party via the DHS Results Reporting Data Dock (R2D2).

The Supplier must provide other activity data in relation to the provision of services, qualitative and quantitative, as requested by the Government Party.

The Supplier will actively contribute to the ongoing monitoring and evaluation of the program. Data on participant service needs, referrals, and outcomes will help the Government Party and Supplier to assess and understand the demands on the program, and identify areas for improvement and changes that can be made during and following the embedding phase.

The Supplier is required to participate in a formal service monitoring process during the term of the Service Agreement with a representative from the Supplier and the Government Party to discuss achievements against desired outcomes.

## 3. Quality requirements

### 3.1. Australian Service Excellence Standards

The Supplier is expected to endorse and promote the principles and practices of quality improvement by working towards attaining and maintaining continuous accreditation in the Australian Service Excellence Standards (ASES), or a DHS-approved equivalent.

### 3.2. Operator accreditation

The Supplier has obligations under the *Transport Operations (Passenger Transport) Act 1994*, which includes obtaining and maintaining Operator Accreditation from the Department of Infrastructure and Transport (DIT).

Operator accreditation aims to uphold the high standards required for operating a passenger service in South Australia, ensuring that service operators comply with relevant regulations and standards. This includes verifying appropriate insurances with DIT and ensuring the roadworthiness of vehicles used in the service.

### 3.3. Volunteer Driver Assessment Program

All volunteer and paid drivers involved in the delivery of CTSA services in rural and regional South Australia are required to obtain accreditation from DIT.

The Volunteer Driver Assessment Program (VDAP) enhances safety, service quality, and program effectiveness by ensuring volunteer drivers meet thorough safety standards, including driving and medical assessments, and driving history checks.

Only volunteer drivers are eligible for VDAP. Paid drivers (drivers who are paid specifically to drive) should hold Driver Accreditation administered by DIT.

Whilst VDAP accreditation is not a current requirement for metropolitan CTSA services, providers of these services must establish and implement appropriate assessment procedures to ensure volunteer drivers engaged in the delivery of CTSA services are of good repute and in all other respects a fit and proper person to undertake this responsibility, in accordance with the Passenger Transport Regulations. This may be achieved by obtaining VDAP accreditation from DIT, at the provider's own expense.

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### 3.4. Child Safe Environments

The Supplier is required to establish appropriate policies and procedures in line with Child Safe Environment requirements in accordance with the *Children and Young People (Safety) Act 2017*.

### 3.5. Volunteers

In accordance with the *National Standards for Volunteer Involvement*, the Supplier will ensure:

- Opportunities for volunteering are actively promoted and championed;
- Volunteer roles are meaningful and maximise the use of volunteers' skills and experience, with appropriate recognition of their contribution;
- Volunteers' health, safety, and wellbeing are protected;
- Volunteers are supported to develop or maintain confidence, connection with others, new skills, and a sense of personal purpose and belonging, whilst contributing to the CTSA service; and
- Appropriate volunteering policies are developed and continuously improved, in line with the National Standards for Volunteer Involvement.

### 3.6. Vehicles

The Supplier must have or establish access to appropriate vehicles for the delivery of direct transport services, and in line with relevant obligations under the *Transport Operations (Passenger Transport) Act 1994* ensure that these vehicles:

- Are in a safe working condition and maintained, equipped, and operated in compliance with all applicable legislation and authorisations;
- Are registered and appropriately insured; and
- Are appropriate to deliver the services in the relevant environment.

The Supplier must also establish risk management and contingency plans for incidents such as a vehicle breakdown and accidents.

## 4. Additional requirements

In addition to the above service requirements, the Supplier will ensure the below is adhered to and reported on as required.

### 4.1. Continuous Improvement and Learning

The Supplier commits to the principles of continuous quality improvement and development as a learning organisation to improve practice over the Term of the Service Agreement, working with the Government Party as required to achieve this. This includes:

- ensuring service design and delivery are informed by the best available evidence relevant to achieving the intended outcomes for the identified target population;
- demonstrating an up-to-date understanding of the South Australian transport system, in particular the function and context of community transport services.

### 4.2. Outcomes focus

The Supplier commits to embracing outcome measurement approaches to demonstrate the service's impact on participants, in line with the CTSA Participant Level Theory of Change, and at a system level in line with the CTSA System Level Theory of Change, as outlined in the CTSA Guidelines.

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### 4.3. Data sharing

The Supplier will share appropriate de-identified service information and program data with the Government Party, CTSA Partners, other agencies, and the community as required, to achieve better outcomes for participants and the community, and will do this in a way that maintains privacy requirements.

### 4.4. Aboriginal and Multicultural Cultural Responsiveness

The Supplier commits to actively strengthening their cultural responsiveness to Aboriginal People and peoples from culturally and linguistically diverse (CALD) communities and new and emerging communities (NEC).

Specific engagement strategies and referral pathways for Aboriginal and Torres Strait Islander, CALD and NEC clients will be identified, maintained, evaluated, and modified as necessary to ensure culturally safe responses and positive outcomes for clients.

### 4.5. Trauma Informed Care

The Supplier actively implements a trauma informed care approach to service delivery, appropriate to their clients and the community.

### 4.6. Participant Voice

The Supplier will engage people with lived experience, including CTSA participants, to improve service design, delivery, and evaluation.

CTSA must have internal and external avenues for appeal and complaints at intake and exit from the service, and ensure participants are informed about these. This includes information about how to provide feedback and/or complaints directly to the organisation.

### 4.7. Critical client incidents

Critical Client Incident (CCI) is defined as: an event (or alleged event) that occurs as a result of, or during the delivery of services directly provided by the Supplier, and that incident has caused or is likely to cause significant negative impact to the health, safety or wellbeing of a client or service recipient. A CCI may involve an incident where a client assaults or causes serious harm to others (including employees, volunteers or contractors.

Client is defined as: a person who receives, relies on, or benefits from, services delivered by DHS or its funded service providers (may also be referred to as a consumer or customer).

#### 4.7.1. Immediate Response Safety

The safety of clients, workers and others is of the highest priority. Following any adverse incident or event, workers must respond immediately and appropriately to ensure the safety and wellbeing of client(s) and/or others. This may involve calling for an ambulance or administering first aid.

#### 4.7.2. Reporting of the Incident

If the incident may constitute a criminal offence or if police attendance is necessary, the incident must immediately be reported to the South Australia Police (SAPOL). Supplier workers must immediately advise their Government Party Contract Manager of a critical client incident (in person or by phone) who must then undertake an initial CCI assessment.

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#### 4.7.3. Reporting and Documenting the Incident

Those involved in, or aware of, the incident must adhere to any mandatory/legislative reporting requirements within the appropriate timeframes and any other divisional/departmental guidelines and procedures for incident management. The initial notification email must include the heading the subject line and provide the information as requested by the Government Party.

### 4.8. Transition

Upon the expiry or earlier termination of the Agreement the Supplier must develop a full transition out plan, as required by the Government Party.

This includes, but is not limited to:

- Supporting participants to transition out of the service, including to appropriate alternative services, with an approach that minimises disruption to participants.
- Updates to relevant websites and other marketing platforms.
- Contacting other service providers, stakeholders, networks and other agencies to inform of changes as required.
- Notifying existing staff, volunteers, and subcontractors (where relevant), including any review of individual employment arrangements.

## 5. Collaborative program development

The Supplier will work with DHS to continuously develop and refine the CTSA Program model. This may include:

- Participation in engagements to refine the Program Guidelines, participant/system outcomes, performance measures and reporting requirements.
- Providing suggestions and advice on program improvements and opportunities for innovation.
- Providing quantitative and qualitative data and feedback as requested.

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**Attachment 6 – Funded Services**

## 1. Service Description

The Supplier will provide transport support to assist South Australians under 65 experiencing transport disadvantage ('Participants') to participate in the life of their community and access services, supports, and activities that facilitate social inclusion and independence.

Transport disadvantage is defined as: *no or limited access to private or public transport due to a functional disability, mobility limitations, financial disadvantage, location (in particular regional and remote), and availability and accessibility of existing services.*

## 2. Geographical coverage

The Supplier will provide services in the contracted Local Government Areas (LGA). Services must have capacity to offer services face-to-face and via outreach and remote delivery methodologies.

- Barossa LGA
- Light LGA

## 3. Service to be provided

### 3.1. Connection Support

Transport disadvantage typically exists alongside other forms of social disadvantage. Participants referred to CTSA services may benefit from information and referrals to other local services. To facilitate this, the Supplier must deliver Connection Support which includes:

- The undertaking of Participant assessment including screening for eligibility, determining needs and priorities, monitoring and review, and data collection.
- Provision of information, guidance, and referrals to appropriate resources, supports, and services.
- Referrals to the DHS Community Connections Program, where a participant is experiencing social isolation and/or loneliness and may benefit from and be eligible for:
    - Support to build stronger social and community connections or build the skills and confidence to do so, and/or
    - A greater level of support (i.e., over up to 12 weeks) to connect with local community activities, supports, and services, including through warm referrals and service coordination support.

### 3.2. Transport Connection Support

Participants are supported to build the skills and confidence to access existing public, private, and community transport services, wherever possible (i.e., where accessible and affordable), with the goal of utilising long-term transport options and avoiding reliance on CTSA services. Transport Connection can include supporting Participants to apply for transport subsidies or access subsidised learner driver programs.

Transport Connection Support includes providing information and support to Participants to access:

- Public transport, provided by:
    - Adelaide Metro (as applicable), or
    - Regional Transport SA (as applicable) i.e., DIT regional intra- and intertown, social, school, and medical buses
- Private transport, including support to access subsidised learner driver programs
- Transport subsidies, such as PATS, SATSS, and the Non-SATSS Access Taxi Card
- NDIS and MAC transport services
- Department for Education school transport services
- Other local community transport services

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### 3.3. Direct transport support

Where no other transport option is available or appropriate, the Supplier can provide direct transport support to the Participant, through a CTSA vehicle driven by an appropriately accredited volunteer or paid driver.

### 3.4. Indirect transport support

Where no other transport option is available or appropriate, including Direct Transport, the Supplier can provide Indirect Transport Support through a taxi voucher or other subsidy.

The Supplier is responsible for allocating their resources across these service types in the way that best meets the needs of their local community, in line with the CTSA Participant- and System-Level Outcomes as described in the Program Guidelines.

## 4. Transport purpose

The Supplier will provide Direct and Indirect Transport Support to assist Participants to ultimately participate in the life of their community and access services, supports, and activities that facilitate social inclusion and independence.

This may include transport for the purposes of:

- Accessing social and community activities and events,
- Shopping for groceries, medications, and other requirements for daily living,
- Accessing local services, such as the library, bank, community centre, and community/social services, and
- Attending medical appointments.

The Supplier may provide transport for purposes other than those listed above, at their own discretion, provided that such trips:

- Are limited, with the above defined trip types forming the majority of all CTSA trips in any given reporting period,
- Have a clear link to CTSA's intended purpose and outcomes, and
- Are only provided where no other appropriate, existing transport option exists for this purpose.

## 5. Community Transport SA Service Delivery Principles

The Supplier is required to deliver services that are underpinned by the Service Principles as outlined in the CTSA Guidelines.

## 6. Hours of operation

In line with the requirements set out in the CTSA Guidelines, the Supplier must provide flexible services that are reflective of the needs of the community, which may include out of normal business hours. At a minimum, the hours of operation will be Monday to Friday, during normal business hours (i.e., 9am-5pm).

## 7. Participant eligibility

To be eligible for CTSA, a person must:

- Live in the South Australian community;
- Be aged under 65 years; and
- Experience transport disadvantage, and be:
  - unable to access public transport due to distance, functional disability, mobility limitations, financial disadvantage and/or availability or accessibility of transport services;
  - unable to drive themself; and
  - unable to access another person to transport them.

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### 8. Priority access groups

The Supplier should prioritise services for Participants who are unable to access their local community through any other means, based on the initial assessment.

Where demand for services exceeds capacity, the Supplier will prioritise delivery of services as follows:

1. People who do not have access to other transport options, including subsidies or supports such as the SA Transport Subsidy Scheme (SATSS), Patient Assistance Transport Scheme (PATS), or Veterans' Transport.
2. People who identify or belong to one (or more) of the following Priority Access Groups, who may face additional barriers to accessing services:
    - Aboriginal peoples
    - People from new and emerging (NEC) culturally and linguistically diverse (CALD) communities
    - Carers providing unpaid care and assistance to a person living with disability, chronic illness or mental illness.
    - People who require support to manage their own needs, participate in community and/or maintain independence due to current functional limitations
    - LGBTIQA+ people
    - People who are financially disadvantaged (for example unemployed, in receipt of government support payments, health care card)
    - People residing in communities identified as places where persistent and/or relative location-based disadvantage exists (including rural/remote)

### 9. Equity of Access

The Supplier will ensure Participants have equitable access regardless of gender, ethnicity, language, marital status, religion, sexual preference, ability to pay or location.

The Supplier will ensure that they provide culturally and linguistically respectful and appropriate service responses to Aboriginal peoples and people from CALD communities.

All Supplier facilities should be accessible to people with physical, neurological and/or sensory functional impairment.

### 10. Program Exclusions

The Supplier cannot replicate supports a person is receiving or is eligible for under another government program. The Supplier may, however, help connect people with My Aged Care (MAC), their NDIA Local Area Coordinator (LAC), Aboriginal Disability Liaison Officer (ADLO) or other relevant services to support their individual needs.

### 10.1. My Aged Care

People who are eligible for MAC cannot access CTSA services, except Aboriginal peoples aged 50 to 64 years. The Supplier can provide support to Aboriginal peoples aged 50 to 64 years under the following conditions:

- Priority is given to participants aged under 50 years due to limited similar supports,
- The participants' needs have been fully assessed,
- All possible efforts have been made to support access to MAC, NDIS or to other relevant programs, and
- Support needs/service provision are reviewed regularly to determine if an alternative service is more appropriate to meet the needs of the participant.

For participants approaching the age of 65, the Supplier will provide information to support in their planning for transition to the MAC system.

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### 10.2. NDIS

The Supplier will familiarise themselves with the NDIS eligibility criteria, including the list of medical conditions likely to meet disability requirements, to ensure that people who may be eligible for the NDIS are connected with their LAC or ADLO (if available in their region) to make an access request.

Where a change in circumstances means an existing Participant becomes potentially eligible for the NDIS, the Supplier will connect them with their local LAC or ADLO.

Where a Participant is expected to be eligible for the NDIS and has contacted the NDIA to make an access request, the Supplier may provide a service until eligibility is confirmed by the NDIA.

Where a Participant is confirmed as eligible for NDIS support, the Supplier may continue to provide support until NDIS services are in place.

DHS acknowledges there are currently limits to NDIS transport funding and some NDIS Participants may fully exhaust their yearly transport funding or their NDIS plan may not include transport. As a result, some NDIS Participants may seek to access CTSA where there is no other option available.

In this situation, at their own discretion, the Supplier may consider allowing service access for a NDIS participant provided:

- NDIS participants utilise NDIS funds for CTSA services, where possible;
- NDIS participants should not be prioritised for CTSA services over Participants who have no other support options;
- If the Participant's NDIS plan does not include transport, or the transport component of their plan is fully exhausted, it is recommended the Participant be advised to request a review of their NDIS plan to include adequate transport support.

This policy will be reviewed as necessary in response to any amendments to the NDIS.

## 11. Participant assessment

The Supplier will establish a Participant assessment approach to screen for eligibility, determine support needs and priorities, identify potential referrals to alternative services, and capture relevant Participant data for internal service monitoring and DHS data collection requirements. Assessments will be guided by following principles:

### 11.1. Program eligibility

The Supplier's assessment model must incorporate the eligibility criteria outlined in the CTSA Guidelines.

### 11.2. Flexibility and choice

The assessment process should enable differences in individual requirements and identified transport needs to be reflected in the appropriate service response.

### 11.3. Privacy and confidentiality

Assessment practices must protect Participant privacy and confidentiality and comply with legislation. In certain circumstances, de-identified data is shared with DHS and other System Partners.

### 11.4. Participant complaint mechanisms

Assessment processes should include proactively providing information about internal and external avenues for feedback and complaints

### 11.5. Participant record systems

The Supplier will use appropriate tools and processes for Participant record and referral systems.

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## 12. Community Connections Program System Level Objectives

To meet its purpose and commitment to Participants, the Community Connections system has a driving objective of connecting the systems that connect people.

As System Partners, the Supplier will be required to work together with other System providers, with support from DHS, to achieve outcomes in line with the System Level Theory of Change. This is achieved through a shared commitment to the following functions:

### 12.1. A Cohesive System

12.1.1. Build collaboration by sharing information, expertise, resources, and community and services network contacts with other System Partners
12.1.2. Maintain frequent and meaningful communication with other System Partners, including contributing to network meetings
12.1.3. Engage in effective referral practices to ensure participants' needs are appropriately supported and service fragmentation within the system is minimised
12.1.4. Prioritise support to Priority Access Groups and effectively manage participant demand
12.1.5. Contribute to shared decision making regarding the ongoing development of the system and program models within the region.

### 12.2. An Integrated System

12.2.1. Integrate with other Commonwealth, state and local government funded service systems, community organisations and local communities by:
12.2.2. Identifying and connecting with local community infrastructure, resources, services, and grant-funded projects to support priority access groups.
12.2.3. Engaging regularly with adjacent service systems to maintain understanding of the services available to participants, and support other services' understanding of CTSA's scope and purpose.
12.2.4. Identifying and connecting with local community infrastructure, resources, services, and grant-funded projects to support priority access groups
12.2.5. Engaging regularly with adjacent service systems to maintain understanding of the services available to participants, and support other services' understanding of CTSA's scope and purpose
12.2.6. Engage with community networks to maintain understanding of regional capacity and needs
12.2.7. Utilise understanding of CTSA's role in the service system to support responses to regional needs, gaps, and any potential overlap.

### 12.3. A Responsive System

12.3.1. Gather and collectively respond to evidence of regional needs and opportunities, including data, participant and community feedback, and community or service system changes.
12.3.2. Connect participants that present with significant complexities to relevant, specialised supports across the continuum of care, applying appropriate risk management processes.
12.3.3. Regularly and actively seek participant feedback on service system appropriateness, effectiveness and responsiveness and share with regional System Partners to inform service and program improvement
12.3.4. Identify and address barriers that may impact the ability or willingness of priority access groups to engage with support, including service level (or structural) barriers, family-level barriers, cultural or language barriers, and relational or interpersonal barriers
12.3.5. Contribute to evidence-informed community projects or capacity-building initiatives to enhance the system's responsiveness to emerging community needs
12.3.6. Strengthen cultural responsiveness across the system by:
12.3.7. Seeking advice from recognised community leaders and stakeholders on local community needs, key issues, and responses.

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12.3.8. Actively engaging with a range of Aboriginal cultural groups, including Aboriginal Community Controlled Organisations and Aboriginal Community Controlled Health Organisations and community Elders to support the delivery of culturally responsive programs.
12.3.9. Actively engaging with CALD and new and emerging communities to support the delivery of culturally responsive programs.

**13. Participant contributions for services (fees)**

Participants' capacity to financially contribute to services will vary from individual to individual, and over time throughout service engagement. The Supplier is required to develop policies for their services, specifying the level of Participant contribution towards those fees and the method of collection.

In developing and implementing a Participant contribution for services policy, the Supplier must ensure that the Participant Contribution for Services Principles (PCSP) (Attachment 9) are reflected and adhered to.

**14. Glossary**

| | |
|---|---|
| ADLO | Aboriginal Disability Liaison Officer |
| CALD | Culturally and Linguistically Diverse |
| LAC | Local Area Coordinator |
| MAC | My Aged Care |
| NDIS | National Disability Insurance Scheme |
| NEC | New and Emerging Communities |
| PATS | Patient Assistance Transport Scheme |
| SATSS | South Australia Taxi Subsidy Scheme |

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**Attachment 7 – Outcomes and Performance Measures**

**1. Outcomes**

CTSA aims to achieve the following outcomes for its Participants:

- Increased independence in the community to access and navigate services thereby enhancing quality of life;
- Improved connections and access to social, cultural and community activities that support social inclusion;
- Increased access to support to meet fundamental needs for living and enjoy high level of mental and physical health and wellness;
- Where appropriate, participants are better connected to the ongoing or long-term transport supports (such as NDIS, SATSS); and
- Increased capacity to utilise other existing transport options in the community, where possible, including in some cases education to use public transport.

To meet its purpose and commitment to participants and communities, the Community Connections system has a driving objective of connecting the systems that connect people.

As a System Partner, CTSA providers will be required to work with other system partners, with support from DHS, towards the outcomes in the System Level Theory of Change through a shared commitment to the System Level Objectives. Both are outlined in the CTSA Guidelines.

**2. Performance measures**

Performance in relation to achievement of the above Outcomes will be measured and monitored via:

- the participant, service, and financial data submitted to DHS on a regular basis, including
  - Participant service data
  - Participant Outcomes reporting
  - Volunteer Outcomes reporting
  - System Outcomes reporting
- regular contract management meetings; and
- annual, formal performance review.

**3. Key Performance Indicators**

The Supplier will meet the Key Performance Indicators (KPIs) outlined below.

| **Key Performance Indicator** | **Measure** |
|---|---|
| Number of trips per annum | 650 |
| Number of unique participants supported per annum | 70 |
| Number of volunteers engaged in the service per annum | 50 |
| Participant satisfaction with the service received | 90% |
| Positive participant outcomes achieved | 90% |
| Volunteer satisfaction with their roles | 90% |
| Positive volunteer outcomes achieved | 90% |

KPIs will be reviewed after 12 months of service delivery, with any amendments to be agreed to in writing by both Parties.

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**4. Reporting**

The Supplier will collect quantitative and qualitative Participant, Volunteer, and System-related data for bi-annual reports and submission to the Government party via the DHS Results Reporting Data Dock (R2D2). These reports include data related to service delivery, including trip numbers and types, volunteer numbers, referrals, participant demographics, Participant and Volunteer Outcomes, and System Outcomes. DHS uses this reporting to measure and monitor performance against the above Outcomes and KPIs, to assess and understand service demand, and to identify any changes or improvements that are required. Further information about specific reporting requirements is provided in the CTSA Assessment and Reporting Guidelines.

The Supplier must provide other data and feedback in relation to the provision of services, qualitative and quantitative, as requested by the Government Party.

If the Government Party requires additional data or reporting on specific areas of service delivery, sufficient notice (i.e., a minimum of 30 days) will be given to allow the Supplier to put in place data collection processes.

The Government Party will provide further guidance regarding the nature and frequency of data reporting. Data should be submitted to the Government Party by no later than one calendar month following the end of each reporting period.

Note: *Data reports will not be required to be submitted for the period 1-30 September 2025.*

**Attachment 8: Participant Contribution for Services Principles (PCSP)**

CTSA Partners shall develop policies in respect of the services that attract fees, the level of those fees and the method of their collection. In developing and implementing a Fee Policy for services, CTSA Partners shall comply with the following principles:

- Inability to pay cannot be used as a basis for refusing a service to people who are assessed as requiring a service;
- All participants assessed as having capacity to pay must contribute to the cost. This should be done in accordance with a scale of fees appropriate to their level of income, the number of services used, and any changes in circumstances;
- Agencies funded under CTSA should charge the full cost of the service where participants are receiving, or have received, compensation payments intended to cover the cost of transport;
- Participants with similar levels of income levels and service usage patterns should make equivalent contributions for equivalent services;
- Participants with high and/or multiple service needs are not to be charged more than a specified maximum amount of fees in a given period, irrespective of actual number of services used;
- For purposes of this policy, solicited donations for services are equivalent to fees and are subject to this policy;
- Participant contributions should not exceed the actual cost of service provision;
- Participants must not contribute in respect of services such as information, advocacy and referrals;
- Participant contribution for a service should be all-inclusive and cover all material used in delivery of the service;
- Collection of participant contributions should be administered efficiently, and the cost of administration should be less than the income received from fees;
- Revenue from participant contributions must be used to enhance and/or expand services funded under this agreement;
- Procedures for the determination of fees, including assessment criteria, should be clearly documented and publicly available;

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- Procedures to determine and collect participant contributions should consider the circumstances of special needs groups;
- Assessment of a person's capacity to contribute towards the cost of services should be simple, unobtrusive and confidential; and
- Participants and their advocates have the right of appeal against contribution determinations.

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**Attachment 9 – Pricing and Payment**

**BASE ANNUAL FUNDS AMOUNT**

$69,643.00 (excluding GST) in 2025/26 with $83,571.60 (excluding GST) per financial year thereafter.

Invoices are to be provided quarterly to DHS for payment for service provision for the preceding quarter as per the following table:

**Base Term**

| Financial Year | Quarter | Invoice Due | Block Funding (GST exc) |
|---|---|---|---|
| 2025-26 | 1 and 2<br>(Commencement Date to Dec 2025) | 1 January 2026 | $27,857.20 |
| | 3 | 1 April 2026 | $20,892.90 |
| | 4 | 1 July 2026 | $20,892.90 |
| 2026-27 | 1 | 1 September 2026 | $20,892.90 |
| | 2 | 1 January 2026 | $20,892.90 |
| | 3 | 1 April 2027 | $20,892.90 |
| | 4 | 1 July 2027 | $20,892.90 |
| 2027-28 | 1 | 1 September 2027 | $20,892.90 |
| | 2 | 1 January 2027 | $20,892.90 |
| | 3 | 1 April 2028 | $20,892.90 |
| | 4 | 1 July 2028 | $20,892.90 |

**Extension Period (if used)**

| Financial Year | Quarter | Invoice Due | Block Funding (GST exc) |
|---|---|---|---|
| 2028-29 | 1 | 1 September 2028 | $20,892.90 |
| | 2 | 1 January 2029 | $20,892.90 |
| | 3 | 1 April 2029 | $20,892.90 |
| | 4 | 1 July 2029 | $20,892.90 |
| 2029-30 | 1 | 1 September 2029 | $20,892.90 |
| | 2 | 1 January 2030 | $20,892.90 |
| | 3 | 1 April 2030 | $20,892.90 |
| | 4 | 1 July 2030 | $20,892.90 |
| 2030-31 | 1 | 1 September 2030 | $20,892.90 |
| | 2 | 1 January 2031 | $20,892.90 |
| | 3 | 1 April 2031 | $20,892.90 |
| | 4 | 1 July 2031 | $20,892.90 |

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OFFICIAL

**PRICE VARIATIONS BASED ON INDEXATION**

Annual funds amount is subject to indexation from 2026-2027.

The percentage to be applied annually by the Government Party will be in accordance with that as determined by the Department of Treasury and Finance for multi-year funding agreements with Not For Profit organisations instead of the All Groups CPI (Adelaide) rate.

**INVOICES FOR PAYMENT**

Australian Tax Office-compliance invoices issued by the Supplier should be forwarded in PDF format to Email APinvoices@sharedservices.sa.gov.au for payment by the Government Party:

Invoices should be addressed as follows:

Department of Human Services

Mia Zaccardo, Community and Partnerships Directorate

GPO Box 11027

Adelaide SA 5001

Basware workgroup: DHS - CIS - Community and Partnerships - L8 Riverside

Contract number: P353-C9

# MATTERS FOR INFORMATION

## 6.6 CONSULTATION REPORT - DRAFT DESIGN STANDARD 1 - ENGINEERING REQUIREMENTS FOR LAND DIVISIONS

**Author: Manager Development Services**
**25/72081**

The Department for Housing and Urban Development has released a summary consultation report in respect to the Draft Design Standard 1 – Engineering Requirements for Land Divisions. A copy of the summary document entitled 'What We Heard' is contained in Attachment 1.

The proposed engineering requirements aim to streamline assessment processes and enable more homes to be built in growth areas. The draft Design Standard provides technical guidance, builds on existing planning rules, provides construction specifications and seeks to reduce infrastructure costs for land divisions.

The draft Design Standard only applies to growth areas, meaning Concordia is the only area affected in The Barossa Council.

The draft Design Standard specifies requirements for:

- Pavement design;
- Stormwater and water sensitive urban design;
- Road and road corridor design;
- Service infrastructure;
- Street landscaping including trees.

A draft technical manual was also prepared, underpinning the design standard and providing detailed, best-practice engineering specifications for these types of infrastructure. The draft Design Standard also provides pathways for considering water sensitive urban design and a suite of standard drawings.

The draft Design Standard was released for consultation from 20 May to 15 July 2025. A draft submission was endorsed by Council at the meeting of 15 July 2025.

More than 90 submissions were received from councils, industry, state government agencies, planning professionals and the community. Submissions provided a range of feedback on the draft design standard, technical manual and standard drawings and included comments on a wide range of topics.

The main topics of feedback included identifying opportunities to clarify the role of the design standard, technical manual and standard drawings in the land division assessment process and to:

- Provide clearer definitions;
- Use consistent terminology;
- Better align with the *Planning, Development and Infrastructure (General) Regulations 2017* and proposed amendments.

Submissions identified that the Design Standard's operation could be improved through revising the document structure and to also clarify processes relating to council asset handover and maintenance requirements. There was also strong support for:

- More practical, enforceable and less prescriptive design requirements;
- Flexibility to accommodate local council policies/infrastructure requirements and site specific conditions;
- Greater consideration to be given to the impacts of the Design Standard's requirements on the long-term financial and asset management planning for councils.

The main areas of feedback on the Design Standard's technical requirements and the Technical Manual related to the following areas:

- Stormwater management and water sensitive urban design and the need for robust and context sensitive designs;
- Road design, hierarchy and safety standards including road design life;
- Prioritisation should be given to active travel, accessibility and public transport integration early in the planning process;
- Street trees, green infrastructure and biodiversity, including local native plant species should be favoured, protection of native vegetation and alignment of canopy cover targets with other state strategies.

All feedback will be captured in an engagement report that will be provided to the State Planning Commission and the Minister for Planning to inform whether the draft Design Standard is ultimately approved and in what form. If approved, the draft Design Standard will override existing Council engineering standards in Concordia.

**ATTACHMENTS**

Attachment 1 What We Heard - Engineering Requirements for Land Division ⇩

**SUPPORTING REFERENCES**

https://plan.sa.gov.au/news/article/2025/new-design-standard-for-land-divisions

Government of South Australia
Department for Housing and Urban Development

**What We Heard**

# Engineering requirements for land division

## About the proposed changes

Proposed engineering requirements for land division aim to streamline assessment processes and enable more homes to be built faster across South Australia's growth areas.

The draft Design Standard 1 – Engineering Requirements for Land Division provides technical guidance, building on existing planning rules to deliver more transparent and consistent design standards, construction specifications and infrastructure costs for land divisions.

The draft engineering design standard specifies requirements for:

- pavement design
- stormwater and water sensitive urban design
- road and road corridor design
- service infrastructure
- street landscaping, including trees.

A draft technical manual was also prepared, underpinning the design standard and providing detailed, best-practice engineering specifications for these types of infrastructure.

The draft engineering design standard also provides pathways for considering water sensitive urban design and a suite of standard drawings for use in design and construction to significantly reduce assessment timeframes.

The draft engineering design standard applies to land division for large residential developments in Master Planned Zones that include construction of a public road or infrastructure that will become council property.

The State Planning Commission worked closely with South Australian government agencies, councils and industry to prepare the draft engineering design standard.

This work is part of the South Australian Government's Housing Roadmap to deliver more homes for South Australians.

## What we heard

From 20 May to 15 July 2025, the South Australian community and stakeholders were invited to have their say and provide feedback on the draft design standard.

More than 90 submissions were received from councils, industry, state government agencies, planning professionals and the community.

Design standards are a new instrument introduced under the *Planning, Development and Infrastructure Act 2016*, and the engineering design standard is set to be the first in South Australia. Consultation with stakeholders and community has proven invaluable, as several matters have been raised regarding the design standard's operation and technical detail that will need further work.

Submissions provided a range of feedback on the draft design standard, technical manual and standard drawings, and included comments on a wide range of topics.

The main topics of feedback included identifying opportunities to clarify the role of the design standard, technical manual and standard drawings in the land division assessment process and to:

- provide clearer definitions
- use consistent terminology
- better align with the *Planning, Development and Infrastructure (General) Regulations 2017* (and its proposed amendments).

Submissions identified that the design standard's operation could be improved through revising the document structure and to also clarify processes relating to council asset handover and maintenance requirements.

There was also strong support for:

- more practical, enforceable and less prescriptive design requirements
- flexibility to accommodate local council policies/infrastructure requirements and site-specific conditions
- greater consideration to be given to the impacts of the design standard's requirements on the long-term financial and asset management planning for councils.

The main areas of feedback on the design standard's technical requirements and the technical manual related to the following areas:

- stormwater management and water sensitive urban design, and the need for robust and context sensitive designs
- road design, hierarchy and safety standards including road design life
- prioritisation should be given to active travel, accessibility and public transport integration early in the planning process
- street trees, green infrastructure and biodiversity, including local native plant species should be favoured, protection of native vegetation and alignment of canopy cover targets with other state strategies.

## Engagement activities

The following engagement opportunities during the consultation period provided information and gathered feedback from the community and stakeholders:

- PlanSA Planning User Forum presentation on 23 May and Planning Policy Forum presentation on 30 May for councils, state agency and other planning and building professionals, attended by more than 100 people
- online technical information sessions for engineers on 11 June, attended by 31 people
- online government and industry information session on 12 June, attended by 94 people
- online public information session on 17 June, attended by 49 people
- YourSAy consultation website and survey, with almost 2,300 website visits and 26 survey responses submitted, mostly from the community and also building and development industry, councils and a state government agency
- PlanSA website, with almost 1,400 visits to the Design standards page and 1,510 visits to the Other consultations page
- PlanSA email address, with 65 emails providing feedback from councils, industry stakeholders, state government agencies, community organisations and interested individuals.

The consultation was promoted through the media, social media, State Planning Commission website, notifications to PlanSA Code Amendments and PLUS Eventbrite subscribers, and Planning Ahead, The Building Standard and YourSAy e-newsletters.

Letters were sent directly to councils, state government agencies, MPs, industry, service providers, Traditional Owners and special interest groups to share information and invite feedback.

Links to information about the proposed changes and how to share feedback, as well as an image, were also provided to councils, state agencies, industry bodies and special interest groups to share across their networks and raise awareness of the consultation.

## Next steps

All feedback on the draft Design Standard 1 – Engineering Requirements for Land Division, the technical manual and standard drawings is now being collated and carefully considered.

Further work will be undertaken in response to feedback regarding aspects of operation and technical details in the documents.

All feedback will be captured in an engagement report that will be provided to the State Planning Commission and the Minister for Planning to assist with final decision-making.

Once a decision has been made, the engagement report, including all feedback received during consultation, will be published on the YourSAy and PlanSA websites. Names and organisation details will be included with published submissions but personal addresses, email addresses and phone numbers will be redacted.

## For more information

Contact: PlanSA

Phone: 1800 752 664

Email: PlanSA@sa.gov.au

Visit YourSAy: yoursay.sa.gov.au/engineering-design-standard

Visit PlanSA: plan.sa.gov.au

# MATTERS FOR INFORMATION

## 6.7 BAROSSA LOCAL ECONOMIC DEVELOPMENT PLAN UPDATE

**Author: Economic Development and Strategy Lead**
**25/72605**

This report provides an update on the status of the Barossa Local Economic Development Plan (LEDP).

The Barossa LEDP was adopted in 2022 and is more than now half-way through its lifecycle. Resourcing of the LEDP officer role now provides the opportunity to drive actions more pro-actively and intentionally.

A desktop review of activity to-date has been undertaken, with high-level detail provided in the table below.

Approximately 70% of high-value actions are underway, ongoing or complete, mostly occurring through business-as-usual activity or via strategic planning. Outstanding actions are either awaiting resourcing or funding; are the responsibility of other agencies or have been superseded by new or emerging priorities.

Based on the desk-top review, it is evident economic development planning needs to be integrated across the whole business and appropriately resourced. By taking a holistic approach, we can apply an economic development lens across our activities, identifying areas where we can add value or anticipate new opportunities. Actions need to be iterative and responsive to changing conditions, grant funding opportunities or regional/state/national strategic drivers.

Further periodic updates on the LEDP will be provided to Elected Members through both formal and informal mechanisms.

Legend:

| | |
|---|---|
| 🔴 | Not started |
| 🟡 | Underway |
| 🟢 | Complete |
| 🟣 | Further scoping required |
| 🔵 | Ongoing |

| | | |
|---|---|---|
| **Strategic Pillar 1** ENSURE ADEQUATE AND AFFORDABLE PROVISION OF UTILITIES AND INFRASTRUCTURE | Continue to advocate for water security in the region, working with government partners to ensure sufficient supply to support key activities into the future | ● |
| | Continue to pursue The Big Project initiatives as part of efforts to boost regional infrastructure, including projects such as the Great Australian Wine Trail and town entry signage | ● |
| | Investigate approaches to ensure new homes are built to ensure efficient utility use, including a review of the role of State Planning Policies, Regional Plan, Design Review Panels and the Planning and Design Code | ● |
| | Recognise the importance of embracing circular economic principles in continuing to support new economic opportunities and reduce business overheads | ● |
| | Carry out a comprehensive assessment of the capacity of the energy network to support future growth, including an assessment of opportunities for alternate energy sources | ● |
| | Develop a Smart Regions Strategy to support uptake and application of new technologies in the region | ● |
| | Review possibilities for funding linked to programs such as the Regional Connectivity Program | ● |
| | Identify key gaps in road infrastructure and advocate for funding to be made available | ● |
| **Strategic Pillar 2** INVESTMENT IN TOWN CENTRE AMENITY | Complete Urban Design Frameworks for the region's townships Develop funding plans/ strategies for town centre infrastructure gaps, including through Council's Asset Register, through The Big Project initiatives, as well as external sources | ● |
| | Develop funding plans/ strategies for town centre infrastructure gaps, including through Council's Asset Register, through The Big Project initiatives, as well as external sources | ● |
| | Carry out Town Centres/ Commercial Land Study to understand the implications of retail and commercial trends, local expenditure, visitation, and population growth on demand for town centre floorspace across the LGA into the future | ● |
| | Based on the outcomes of UDF and Centres Strategy process, review planning provisions within and adjacent to town centres to support activated and functional centres | ● |
| | Review potential for community members to come together and support vibrancy objectives in less prominent centres | ● |
| | Review approaches to strengthening / reframing the role of local trader groups in key centres, ensuring that these groups are run in ways that directly drive economic benefits in town centres | ● |
| | Ensure that public space impacts are adequately considered in development assessments in town centres | ● |
| | Reposition the Barossa Bushgardens as a destination for visitors | ● |
| **Strategic Pillar 3** BUSINESS FRIENDLY COUNCIL | Create an economic development officer role to facilitate the LEDP, including being responsible for development of the implementation plan and achievement of delivery targets, as well as to act as industry liaison between Council and local business | ● |
| | Work with RDA to provide inputs to their regular newsletter, ensuring local stakeholders are adequately informed of Council policy work, upcoming events, training and networking opportunities, grants opportunities etc | ● |
| | Assess the potential for a regular local business and economic development update for local businesses, potentially including a dashboard of relevant statistics | ● |
| | Partner with landholders of vacant properties in commercial centres to help activate vacant buildings and town centres | ● |

| | | |
|---|---|---|
| **Strategic Pillar 4**<br>ECONOMIC SPECIALISATION AND DIVERSIFICATION | Review options for the provision of direct assistance to aspirational local businesses, including start-ups, those seeking to expand existing operations, or those diversifying into 'complementary' sectors | ● |
| | Identify a suitable location and plan for an 'allied health cluster' in The Barossa Council region, noting requirements around catchment populations, visibility, co-location with hospitals , available land etc | ● |
| | Address the lack of local conferencing facilities by identifying appropriate local sites, and producing an investment prospectus | ● |
| | Explore potential for growth in ecotourism, including analysis of target markets and sector trends, and identification of suitable target areas for eco-tourism businesses | ● |
| | Explore opportunities for expansion of active tourism (mountain biking, bushwalking, winter sports etc) in the southern Barossa region in particular, with new infrastructure potentially linked to The Big Project | ● |
| | Carry out an Employment/Industrial Land Strategy to determine provision gaps and other issues, as well as potential for existing land to accommodate planned growth | ● |
| | Work with large anchor institutions/businesses to grow local procurement as a way of supporting the retention of wealth in the local economy | ● |
| | Pursue opportunities for active transport connections linking residents to town centres, potentially to be delivered as part of The Big Project | ● |
| | Work with existing tertiary institutions (Barossa Campus and TAFE) to expand their local offer presences | ● |
| | Engage with external individuals/businesses, promoting the region to people across the state, nation and world as a place in which to live, work and run a business | ● |
| | Recognise potential for locally-based workers to contribute to centre vitality by identifying potential locations and developing a Strategy to establish shared workspaces within commercial centres | ● |
| | Work to re-establish a diverse, year-round local events program as the threat of Covid recedes | ● |
| | Investigate opportunities for expansion of creative industries in the region (potentially leveraging The Big Project funding) including art galleries, museums, performance spaces, and increased promotion of history and culture | ● |
| **Strategic Pillar 5**<br>SKILLS AND LABOUR FORCE | Establish partnerships with local business to facilitate the provision of training programs for unemployed or underemployed residents | ● |
| | Facilitate collaboration between local businesses and upper high school students regarding employment and training pathways to address recognised skill gaps | ● |
| | Review options for the delivery of affordable housing to attract lower paid workers (at the same time improving access for other groups to lower cost housing | ● |
| | Develop an economic prospectus targeting workers in key sectors from other parts of Australia, possibly linked to place marketing efforts | ● |
| | Ensure events calendar reflects the need to grow visitation over the 'low seasons' | ● |
| **Strategic Pillar 6**<br>HOUSING AFFORDABILITY AND DIVERSITY | Develop a housing strategy which allows Council to develop a clear picture of what population growth and demographic change is likely to mean for the region's housing needs, in terms of both housing type and location | ● |
| | Reduce pressure on town footprints by considering urban consolidation close to town centres, freeing up housing units in the town and growing township populations | ● |

| | | |
|---|---|---|
| | Engage with the SA Housing Authority and/or community housing providers to pursue an increase in the number of dwellings available within the region at below-market prices | 🟡 |
| | Work with landowners and State Government to negotiate and appropriate inclusionary requirement for affordable dwellings | 🔵 |
| | Ensure that planning for Concordia is appropriately diverse, offering a range of housing types | 🔵 |

## ATTACHMENTS

Nil

## SUPPORTING REFERENCES

Nil

# DEBATE REPORT

## 7.1 Office of the Mayor and CEO

### 7.1.1 FINDINGS OF THE SOUTH AUSTRALIAN OMBUDSMAN - CR PREECE AFFORDED PROCEDURAL FAIRNESS - NO ERROR

**Author: Mayor**
**25/68036**

**PURPOSE**

To table the findings of the South Australian Ombudsman (the Ombudsman) into a complaint by Cr Preece as to my management of multiple complaints against Cr Preece and his public statement claiming he was not afforded procedural fairness through the complaint processes.

**RECOMMENDATION**

That Council having noted the findings of the South Australian Ombudsman that Cr Preece was indeed provided procedural fairness in the management of six complaints against his behaviour and actions receive and note the report and that the findings be published on Councils website so that the community is fully informed.

**REPORT**

*Background*
Council at its meeting of 20 May 2025 the Council considered and resolved matters pertaining to six complaints against Cr Preece.

At this meeting Cr Preece made a personal statement claiming, which statement is placed on the public record, as required by the *Local Government Act 1999*, that he had not been provided procedural fairness. He subsequently complained about Council decisions not affording him procedural fairness to the Ombudsman.

*Introduction*
The Ombudsman has conducted a review of Cr Preece's complaints and associated investigation reports and information and written to me as the Principal Member of Council about the findings.

It is incumbent in my view that I table these findings for the public and members information and to place them on the public record.

*Discussion*
The findings and pertinent commentary of the Ombudsman in summary is best stated verbatim as follows (my emphasis):

"For clarity, I confirm that under section 12H(1)(c) of the Ombudsman Act, I considered that there was good reason as to why *no action should be taken in*

*respect of your complaint*. *This was because I was unable to identify an error in the council's process and considered you had been afforded procedural fairness*."

The relevant correspondence is provided at Attachment 1 and 2.

As the Principal Member of Council, it is my role to manage such complaints, and the process has been reviewed independently and shown to have provided procedural fair and no errors identified.

*Summary and Conclusion*
I hereby table the findings of the Ombudsman for members and public interest in this matter.

## ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Ombudsman Findings - 22 July 2025
Attachment 2 Ombudsman Findings - 15 August 2025

*Supporting references*
Nil

## COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

**Corporate Plan**

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
Ombudsman Act 1972

## RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

**1. SERVICE DELIVERY**
*Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

Nil

**2. SUSTAINABILITY & ENVIRONMENT**
*Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

Nil

**3. FINANCIAL**

*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

Costs incurred to date on the complaints managed collectively, amount to $58,868.75 being $38,362.50 in legal support and investigation services, $4,520 for training services and $15,986.25 in administrative costs of the Chief Executive Officer and other officer resource used to date (this equates to an estimated 84.5 hours of work on this matter). This does not include any estimate for the Mayors' time.

These costs relate to all complaints made against Cr Preece that are currently under processes pursuant to Council policy and processes.

This includes invoicing up to and including July 2025.

**4. PEOPLE**

*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

The six complaints have impacted community members, staff, fellow Elected Members and Board members of a subsidiary organisation of Council. This includes people being fearful of impact on them personally.

**5. REPUTATION**

*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

The processes of the complaints and now the inability to achieve an agreed outcome will result in reputational damage to Council.

## COMMUNITY ENGAGEMENT

Nil required or recommended.

OFFICIAL: Sensitive//Legislative secrecy

Telephone: (08) 7322 7020
Ombudsman reference: 2025/02981

OmbudsmanSA

**CONFIDENTIAL**
Councillor Bruce Preece
**By email:** brucepreece28@yahoo.com.ph

Dear Cr Preece

**Your complaint about the Barossa Council**

I refer to your complaint about the Barossa Council (**the council**) under the *Ombudsman Act 1972*. I also acknowledge that you have approached this office on several occasions about this issue.[1]

I understand your complaint involves the council's consideration and related investigation by Kelledy Jones Lawyers (**KJ Lawyers**) into six behavioural standards complaints that were lodged against you between 12 February 2024 and 18 April 2024. You have raised concerns that the council and KJ Lawyers have not considered the complaints in accordance with the council's Elected Members Behavioural Management Policy (**the policy**) and the Elected Member Behaviour Management Process (**the process**), and that you have not been provided procedural fairness during the process. In your previous contact with this office, you were advised that while the process was ongoing you should raise concerns about procedural fairness with KJ Lawyers or the council, but that the Ombudsman would consider any complaint about the process upon its conclusion.

I have assessed the issues in your complaint and have decided not to take further action.[2] I explain my decision below.

**My assessment of your complaint**

Failure to follow the policy and the process

I note that this office advised you that we would be considering whether the council had complied with its own policy and the process, rather than the Local Government Association Model Behavioural Management Policy (**the LGA Policy**). We have identified that the council's own policy was not adopted until 16 April 2024. Under the *Local Government (Transitional Provisions) (Conduct) Amendment Regulations 2022* (**Regulations**), the Local Government Association Model Behavioural Management Policy (**the LGA Policy**) applied to the council until it adopted its own policy.

I note at the outset that the Regulations required the council to adopt its own policy by 'the designated day', being 10 November 2023.[3] Although I consider the failure to implement a policy could amount to an error, given that this has since been rectified, I do not consider it to be in the public interest to take further action.

I also consider that the council's new policy in substance is almost identical to the LGA Policy, with the only difference being different clause numbers, and I therefore do not

1 OSA REFS: 2024/03395; 2024/06841 and 2025/02295.
2 *Ombudsman Act 1972* s 12H(1)(c).
3 No. 79 - Thursday, 17 November 2022 (pp. 6637–6680)

OFFICIAL: Sensitive//Legislative secrecy

consider that this has affected the way the complaints were determined. As you have primarily referenced sections of the council's policy, I will refer to the same.

You raised that the council has not followed the principles set out under the policy or the process as it did not seek to resolve the complaints against you in a proactive, positive and courteous manner. When considering the policy, there is no set out requirement that the Mayor must undertake Part 1: Informal Action, before progressing to Part 2: Formal Action. Therefore, while the 'council encourages informal resolution' and 'a person may therefore consider raising the matter directly with the Elected Member concerned', this is not a requirement.

I am of the view that it was open to the Mayor to determine that the matter can proceed to Formal Action in the first instance, bypassing Informal Action and do not consider this to amount to an administrative error requiring further action. For completeness, I am satisfied that the Mayor has followed the steps in section 6 of the process relating to Formal Action and again, do not consider there to be an error in complying with the process.

Failure to afford procedural fairness

On 31 May 2024, KJ Lawyers wrote to you to inform you that it had been engaged by the council to assist the Mayor to undertake an Initial Assessment of a series of complaints made against you under the Behavioural Standards for Council Members. The initial assessment, in accordance with the section 6.11 of the process, afforded you an opportunity to respond to the allegations and you were given until the 10 June 2024 to respond.

You responded to the council on 28 June 2024, questioning the council's application of the policy and process, in particularly raising concern that the council had not attempted to informally address the complaints before escalating to a formal process. Additionally, you provided a response to each of the six complaints and considered that it would be in the best interest for all to organise a meeting with the Mayor to discuss the matter further, although this was not taken up.

On 5 August 2024, you were advised by the Mayor that the six complaints had been referred to the Behavioural Standards Panel (the **Panel**) for consideration. As set out in each of the draft investigation reports, it is noted that there was 'some delay occasioned in corresponding with the Panel', as well as waiting for you to receive certain information from the Ombudsman's Office during June 2024. Ultimately, on 23 October 2024, the Panel determined that

> Whilst it was agreed by the Panel the Complaint likely satisfied the statutory definition of repeated misbehaviour, as defined under section 262E of the Act, it determined the Complaint ought be returned to the Council for the purpose of undertaking a formal investigation process.

While letters from KJ Lawyers were dated on 14 November 2024 advising of the above, you state that you did not receive the email until 20 November 2024. The letter invited you to provide any further information by 21 November 2024, to be taken into account as part of the formal investigation process. You ultimately provided a further response to KJ Lawyers on 1 December 2024. This response was considered by KJ Lawyers.

The draft investigation reports and appendices for the complaints were sent to you on 31 March 2025. You were provided an opportunity to respond to the preliminary findings and foreshadowed recommendations and to confirm whether you agreed to the proposed resolution of the complaint by 11 April 2025.

OFFICIAL: Sensitive//Legislative secrecy

On 8 April 2025, you sent an email to KJ Lawyers requesting an extension until 8 August 2025. You noted that your legal adviser was unavailable due to existing work commitments and a holiday. KJ Lawyers advised you on 9 April 2025 that it would grant a two-week extension (to 25 April), but no further extension would be granted as this was the third opportunity to provide a submission.

On 24 April 2025, you repeated your request for an extension until 8 Augst. On 28 April 2025, KJ Lawyers repeated the refusal, advising that if no response was received by COB 29 April 2025, KJ Lawyers would proceed to finalise the investigations and provide the final reports to the Mayor.

You emailed KJ Lawyers again on 5 May 2025 requesting an extension until 8 August 2025. I note that you acknowledged, 'that to date, [you] have had access to information and the ability to make submissions'. However, you also felt that you were being denied the right to counsel, had not had adequate notice of the case to be met and had not been provided sufficient reasons for the findings being made or for the remedies being proposed'. I understand that as you did not provide a response to the draft reports, KJ Lawyers finalised the matter and the final reports and recommendations were put to the council on 20 May 2025 where elected members finalised the matter.

On considering the information above, I am of the view that you have been afforded with procedural fairness during this process. At multiple stages, you have been afforded the opportunity to provide responses to the allegations put against you. You had four weeks (from the provision of the draft reports on 31 March 2025 to the final deadline of 29 April 2025) to respond to the proposed findings and recommendations. While I acknowledge the unavailability of your usual legal adviser, you did not provide any reasons to KJ Lawyers why you were unable to obtain alternative advice. I do not consider it unreasonable for your request for a four-month extension to be refused. I do not consider that it amounts to an error to deny this request and am of the view that no further action is warranted by this office.

**Outcome**

For the reasons above, I am of the view that the council and KJ Lawyers has considered the complaints in accordance with the policy and process and that you were afforded procedural fairness during the process.

If you think I have made an error in my assessment, please contact my office by **5 August 2025**. If I don't hear further from you by that date, I will close my file and let the council know my final decision.

**Confidentiality**

Under the Ombudsman Act, information about my assessments must be kept confidential unless I give permission to share it.

Once I have closed the file, you may share my letter as necessary. The council will also be able to share my letter.

OFFICIAL: Sensitive//Legislative secrecy

In the meantime, if you need to share any information about this matter you must contact my office and seek permission.

Yours sincerely

Megan Carter
**DEPUTY OMBUDSMAN**

22 July 2025

Cc Mayor
Barossa Council
**By email**

OFFICIAL: Sensitive//Legislative secrecy

Telephone: (08) 7322 7020
Ombudsman reference: 2025/02981

OmbudsmanSA

**CONFIDENTIAL**
Councillor Bruce Preece
**By email:** brucepreece28@yahoo.com.ph

Dear Cr Preece

**Your complaint about the Barossa Council**

I refer to my letter dated 22 July 2025 regarding your complaint about the Barossa Council (**the council**) under the *Ombudsman Act 1972*.

In my letter, I advised that I had assessed that it is not in the public interest[1] to take further action in relation to your complaint and explained how I arrived at that decision. I also invited you to contact this office by 5 August 2025 if you thought you were able to identify an error in my assessment of the matter.

You contacted this office on 5 August 2025 in response. In summary:

- you reiterated sections of your original complaint to this office about how you do not consider you were afforded procedural fairness
- you consider it to be 'completely unreasonable for [you] to need to justify why [you] would need to seek alternative legal advice … due to the unavailability of [your] usual legal adviser'
- you were only offered 24 hours to respond to Kelledy Jones Lawyers' (**KJ Lawyers**) request on 20 November 2024, even though the letter was dated 14 November 2024
- you reiterated that as you had not been kept informed of the progress between 5 August 2024 and 20 November 2024, you should have been afforded the same amount of time to respond to the draft investigation report, that being 4 months
- you state that I have not specifically identified why I have determined not to take further action under s12H(1)(c) of the Ombudsman Act
- you would like the opportunity to respond and provide submissions on the preliminary findings and foreshadowed recommendations, as well as on the final report, recommendations and remedies, following consultation with your principal legal adviser
- you have already had your appointment to the Gawler River Floodplain Management Authority revoked and have undertaking training provided by Michael Kelledy from KJ Lawyers.

While I note you disagree with my assessment, I am of the view that you have not identified an error in my assessment.

I acknowledge that you have stated that KJ Lawyers only provided you 24 hours to respond to its request dated 20 November 2024. However, the council's investigation report sets out that you requested an extension of time on 18 November 2024, to provide a response by 9 December 2024, which evidences that you received the email before 20 November 2024. I also note that at this stage of the investigation, the material facts had not changed and the

[1] *Ombudsman Act 1972* s 12H(1)(c).

OFFICIAL: Sensitive//Legislative secrecy

council was simply offering you a further opportunity to provide information. In any event, as an extension was granted, I do not consider it to be in the public interest to take further action on this issue.

During the period between 5 August 2024 and 20 November 2024, KJ Lawyers advised you that the matter had been referred to the Behavioural Standards Panel (**the Panel**) for consideration. In the report, it was identified that there were some delays in communicating with the Panel, however ultimately the matter had been referred back to the council to address in the first instance. You were informed of this once it had occurred, and while I can appreciate your concerns, I do not consider there was anything for the council to update you on during this period.

For clarity, I confirm that under section 12H(1)(c) of the Ombudsman Act, I considered that there was good reason as to why no action should be taken in respect of your complaint. This was because I was unable to identify an error in the council's process and considered you had been afforded procedural fairness.

Given you were provided an opportunity to respond to the preliminary report and elected not to, it was open to the elected members of the Barossa Council to consider the findings and foreshadowed recommendations at the council meeting on 20 May 2025.

Accordingly, I confirm my decision of 22 July 2025 and will now close my file.

**Confidentiality**

As discussed in my previous letter to you, under the Ombudsman Act, information about my assessments must be kept confidential unless I give permission to share it.

As I have closed your file, you may share my letters as necessary. The council will also be able to share my letters.

Yours sincerely

Megan Carter
**DEPUTY OMBUDSMAN**

15 August 2025

Cc Mayor
Barossa Council
**By email**

# DEBATE REPORT

## 7.1 Office of the Mayor and CEO

### 7.1.2 MAYOR LANGE - REQUEST FOR TRAINING AND DEVELOPMENT

**Author: Manager Governance and OMCEO**
**25/71945**

**PURPOSE**

This report seeks a decision from the Council regarding a request for professional development training for Mayor Lange to attend the ALGA Roads Congress, which is to be considered in accordance with the Elected Members Training and Development Policy.

**RECOMMENDATION**

That Council approve Mayor Lange to attend the Australian Local Government Association (ALGA) Roads Conference to be held on 11-12 November 2025 at a cost of $979.00 as per Attachment 1.

**REPORT**

*Discussion*
The *Local Government Act 1999* (SA) requires a Council to prepare and adopt a training and development policy for Elected Members. A link to The Barossa Council's Elected Members Training and Development Policy is available within this report under the subheading: 'Supporting references.'

The Barossa Council recognises that the ongoing professional training and development of Elected Members is vital to providing competency in community leadership. It is essential to ensure that Council is well governed and operates in the Corporation's and the community's best interests.

If approval is granted, Mayor Lange will be required to provide a report to Council at the completion of the course outlining the nature of the activity and the benefits gained through attendance along with feedback on ideas to enhance the activity.

*Summary and Conclusion*
Council is asked to approve Mayor Lange's request for training and development as per Attachment 1.

**ATTACHMENTS OR OTHER SUPPORTING REFERENCES**

Attachment 1 Request for Training and Development Form - Mayor Lange - 16 September 2025 ⇩

*Supporting references*
Elected-Members-Training-and-Development-Policy.pdf

## COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

**Corporate Plan**

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
Local Government Act 1999 (SA), the Local Government (General) Regulations 2013 and the Local Government Association Training Standards for Council Members.

## RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

**1. SERVICE DELIVERY**
*Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

Nil

**2. SUSTAINABILITY & ENVIRONMENT**
*Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

Nil

**3. FINANCIAL**
*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

There will be a cost of $979.00 which includes the cost to attend the congress as well as accommodation and meals which are outlines pursuant to Clause 3.3.3 - Council's Elected Members Training and Development Policy.

**4. PEOPLE**
*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

Nil

**5. REPUTATION**

*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

Nil

**COMMUNITY ENGAGEMENT**

Not required.

# THE BAROSSA COUNCIL

## ELECTED MEMBER'S TRAINING AND DEVELOPMENT REQUEST FORM

**Purpose**: To seek Council approval for attendance at a training and/or development activity *not* included on the Elected Members' Training and Development Plan ("the Plan") where total anticipated costs are $500 or more. Please complete/sign Section 1 and forward it to the CEO.

*[If your activity is in the Plan; or if total anticipated costs are less than $500 and sufficient funds are available in the training budget and attendance is necessary to your role as an Elected Member, simply register for your activity directly with Marisa South at msouth@barossa.sa.gov.au].*

| **1. Details** | |
|---|---|
| Elected Member Name: | MAYOR MICHAEL (BIM) LANGE |
| Training Course / Development Event: | ALGA ROADS CONGRESS |
| Supplier / Organiser: | ALGA |
| Course / Event Date: | 11-12 NOVEMBER 2025 |
| Cost to register for Course / Event: | $979.00 |
| Indirect Costs of Course / Event:<br><br>*[note thresholds at Policy clause 4.3.3 – accommodation $260, air travel (economy class), breakfast $30, lunch $30 and dinner $60]* | Accommodation $ 780.00 Meals $ 240.00 Transport $<br><br>Other $ Specify<br><br>**TOTAL**: $1999.00 |
| | |
| *How will this course or event assist in your role as an Elected Member?* | |
| | |
| Will the activity occur prior to the next Council meeting? | ☐ YES ☒ NO |
| Signed: | Date: |
| **2. Office of the CEO only:** | |
| Is the activity scheduled before the next Council meeting? | ☐ YES ☒ NO |
| Is the activity necessary/expedient to the performance or discharge of official duties or functions? | ☒ YES ☐ NO |
| Are there sufficient funds in the Elected Member Training and Development budget line? | ☒ YES ☐ NO |
| Action:<br><br>• If 3 requirements met – refer to Mayor (if Elected Member request) or CEO (if | ☐ |


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| | |
|---|---|
| Mayor request) for approval and signature, and then to next Council meeting for ratification<br><br>**Approved by Mayor or CEO:** _____<br><br>**Date:**<br><br>• If 3 requirements not met – refer to next Council meeting for consideration | ☐ |

| **3. Office of the CEO only:** | |
|---|---|
| *If approved:* | |
| *Referred to next available Council meeting agenda for ratification* | ☒ |
| *Details entered in Council's Elected Members' Training Register B2875* | ☐ |
| *Costs of Training assigned to Elected Member project ledger number in Finance One* | ☐ |
| If not approved: | |
| *Referred to next available Council meeting agenda for consideration* | ☐ |
| *Date:* | |

| **4. Document Control** | | | |
|---|---|---|---|
| **Policy Link:** | Elected Members' Training and Development Policy | | |
| **Document Owner:** | Chief Executive Officer | **Document Control Officer:** | Governance Advisor |
| **Approval date** | 04/02/2020 | **Next Review Date:** | 01/02/2024 |

TheBarossaCouncil

# DEBATE REPORT

## 7.1 Office of the Mayor and CEO

### 7.1.3 PROPOSED AMENDMENT TO A PREVIOUS COUNCIL DECISION - GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY

**Author: Chief Executive Officer**
**25/72463**

**PURPOSE**

Following the request from Adelaide Hills Council to withdraw from the Gawler River Floodplain Management Authority (GRFMA), and subsequent refusal by the Minister for Local Government, it is pertinent to revisit a previous resolution of Council with the intent to redirect Council resources.

**RECOMMENDATION**

That Council, noting the report has been brought forward by the Chief Executive Officer pursuant to Regulation 21 of the Local Government (Procedures at Meetings) Regulations 2013, amend resolution 2022-26/667 from the Council meeting held on 15 April 2025 being:

*That Council having reviewed the material from the Adelaide Hills Council:*

*(1) Note their analysis and concur with its conclusions, and authorise the Mayor to respond to the Minister that it has no objection to Adelaide Hills Council request to leave the Gawler River Floodplain Management Authority (GRFMA).*

*(2) Notwithstanding the Minister's decision, it be put to the Minister that an alternative model should be considered and put to Adelaide Hills Council and other constituent that would:*
- *a. Limit the extent of the current GRFMA to the prior agreed Bruce Eastick Dam only; and*
- *b. If determined necessary, a cross-government group be established to address risk and the business case for further stage 2 investment for flood mitigation on the North Para River from Gawler to the Gulf.*
- *c. With the limited GRFMA being of the current six Councils and the alternative body be established with downstream Local Government entities, private sector and State Government to address the future risk mitigation and business case outcomes.*

*(3) Instruct the Chief Executive Officer to develop and review paper on the benefits, costs and risk of being a member of the GRFMA (in its current form) and consideration of The Barossa Councils future membership with this Authority to meet budget discussions for the 2026-27 financial year.*

*Amend the resolution to:*

*That Council having reviewed the material from the Adelaide Hills Council:*

*(1) Note their analysis and concur with its conclusions, and authorise the Mayor to respond to the Minister that it has no objection to Adelaide Hills Council request to leave the Gawler River Floodplain Management Authority (GRFMA).*

*(2) Notwithstanding the Minister's decision, it be put to the Minister that an alternative model should be considered and put to Adelaide Hills Council and other constituent that would:*

*a. Limit the extent of the current GRFMA to the prior agreed Bruce Eastick Dam only; and*

*b. If determined necessary, a cross-government group be established to address risk and the business case for further stage 2 investment for flood mitigation on the North Para River from Gawler to the Gulf.*

*c. With the limited GRFMA being of the current six Councils and the alternative body be established with downstream Local Government entities, private sector and State Government to address the future risk mitigation and business case outcomes.*

**REPORT**

*Background*

Adelaide Hills Council resolved to apply for withdrawal from the Gawler River Floodplain Management Authority late in 2024 following which the Minister for Local Government contacted all GRFMA constituent Councils seeking comment on the proposal.

Subsequently, the Minister on 19 July 2025, advised that the request from Adelaide Hills Council was refused.

*Introduction*

Council on 15 April 2025 carried the following resolution in relation to Adelaide Hills Council request to withdraw from the GRFMA and subsequent Minister's consultation with constituent Councils.

*Discussion*

Mayor Lange responded to the Minister addressing in brief all parts of Council's resolution. In relation to Part 3, the Mayor's letter indicated that The Barossa Council would:

> *'…review our position in GRFMA, foreshadowing that The Barossa Council is also questioning the long-term value, to our residents, and viability of the current governance arrangements of GRFMA when faced with unsurmountable investment needs well beyond the Councils' ability to fund the current business case nor the ongoing maintenance of resulting assets, if ever built*.'

The costs and resourcing associated with now developing a review paper of involvement with the GRFMA considering the refusal of Adelaide Hills Council's request are now deemed to be unjustifiable at this stage by officers. With two Councils seeking two be removed from GRFMA not being supported by the Minister it is clearly the intent of the State to ensure the authority continues its operation with the foundation members.

As such it is recommended that Part 3 of resolution 2022-26/667 from the Council meeting held on 15 April 2025 be removed through an amendment motion.

Parts 1 and 2, having already being completed are not impacted by this report.

*Summary and Conclusion*
Given the Ministers refusal of Adelaide Hills Councils withdrawal, it is not advised to continue with an investigation into the viability of future membership of the GRFMA at this stage.

## ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

*Supporting references*
Ordinary Council Meeting 15 April 2025 – report 7.1.4
Ordinary Council Meeting 19 August 2025 – report 2.2.1

## COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

Legislative Requirements
Section 43 and Clause 29(b) of Schedule 2 of the Local Government Act 1999

## RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

**1. SERVICE DELIVERY**
*Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

Nil, the current GRFMA provides no tangible services to The Barossa Council.

**2. SUSTAINABILITY & ENVIRONMENT**
*Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

GRFMA strives to support management of risk to assets, economic and environment

**3. FINANCIAL**
*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

The amendment will not result in savings however release final resources for other work priorities.

**4. PEOPLE**

*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

GRFMA strives to support management of risk to assets, economic and environment.

**5. REPUTATION**

*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

There is an exposure to reputation risk of being associated with and funding GRFMA and the future management of risk and financial cost and benefit.

## COMMUNITY ENGAGEMENT

The Minister has previously engaged with Council for comment, it does not require nor is it recommended to undertake community engagement for consideration of an operational matter.

# DEBATE REPORT

## 7.1 Office of the Mayor and CEO

### 7.1.4 REGIONAL NORTHERN GROWTH AREA LOCAL GOVERNMENT COLLABORATION MODEL PROPOSAL

**Author: Chief Executive Officer**
**25/72795**

**PURPOSE**

To consider and support the exploration of the proposal regional Local Government collaboration model.

**RECOMMENDATION**
That Council:

(1) Support the exploration of a regional collaborative model to the benefit of all in our region, and each constituent Council and explore the purpose in summary being

- Identify and explore opportunities for joint planning, investment, and advocacy.
- Explore opportunities for greater efficiencies delivery of critical infrastructure and services.
- Promote sustainable economic development and population growth.
- Maintain and enhance each area's unique character and identity which requires clear definition.

(2) Notes any mechanism our outcome in this regional will not involve boundary reform or amalgamation.

(3) Will provide resourcing support and funding from existing and already allocated governance operating budgets but will not at this time provide any additional funding pending any future business case and proposals falling out of discussions.

(4) Authorised the Mayor and Chief Executive Officer (or his delegate) to explore all options within the framework of this report and the Attachment.

**REPORT**

*Background*
For many decades there has been differing forms and information arrangements and collaborative activities with our closest neighbours for which we work and support our communities. That being Town of Gawler, Light Regional Council and Adelaide Plains Council.

Whilst under the Local Government Association of South Australia framework The Barosa Council is aligned to the Northern and Yorke Local Government group, we do work closer with these councils and especially so as the vast majority of greenfield population growth for the State, along with Playford, will occur in north of Adelaide.

*Introduction*
It has been proposed through some recent engagement, lead the Hon Tony Piccolo, MP that the Councils, due to the nature of the growth opportunities and challenges we share and the similar communities we support, that exploration of a model be undertaken.

*Discussion*
The proposal is encased in high level summary documents as attached at Attachment 1.

The identified purpose at this early stage is as follows as well as rebuilding relationships and setting a regional approach for the future.

- Identify and explore opportunities for joint planning, investment, and advocacy.
- Explore opportunities for greater efficiencies delivery of critical infrastructure and services.
- Promote sustainable economic development and population growth.
- Maintain and enhance each area's unique character and identity which requires clear definition.

Subject to investigation and significant further work the collaboration, and the prior formal and information networks, are focussed on social, economic and community success of our residents, businesses, and visits and the infrastructure and services that support this are part of a wider approach. The Mayor and I have been assured the collaboration will not consider boundary reform or council amalgamation recognising the individual character, history and populations of each Council and instead focus on the benefits across the Norther growth front via collaboration. Such matters are subject of other processes.

The Collaboration, if successful, may provide a regional lens over shared challenges and opportunities, with a focus on:

- Integrated transport and public transport planning
- Coordinated land use and housing strategy
- Environmental sustainability and open space networks
- Long-term financial sustainability
- Strategic economic development
- Responding to the infrastructure challenge of population growth
- Efficient and effective service delivery models
- Promoting social equity across the region

At this time what is sought is a commitment to future discussions and how they can benefit the region and achieve efficient governance and the necessary community, economic and social outcomes underpinning a communities success.

The goal will be to align these efforts in a way that maximises benefit for all communities across the region.

At this time the Town of Gawler and Light Regional Council have made a commitment to exploring the model and Adelaide Plains Council is supportive depending on, upon other things, each Councils outcome.

*Summary and Conclusion*
There is no harm in exploring better integrated approach to community governance and all that entails and the strategy at this time is embryonic but however aligned to decades of other formal and information networks, projects, and frameworks previously.

## ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Northern Growth Areas Collaoration Notes ⇩

*Supporting references*
Nil

## COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

**Corporate Plan**

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
Nil

## RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. **SERVICE DELIVERY**
   *Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

   To be explored as part of the project, however any service impacts that are negative will not be accepted as reasonable.

2. **SUSTAINABILITY & ENVIRONMENT**
   *Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

   To be explored as part of the project, however any service impacts that are negative will not be accepted as reasonable.

**3. FINANCIAL**

*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

To be explored as part of the project, however any service impacts that are negative will not be accepted as reasonable. Only allocated funding to general governance activity and internal resources will be applied.

**4. PEOPLE**

*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

To be explored as part of the project, however any service impacts that are negative will not be accepted as reasonable.

**5. REPUTATION**

*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

To be explored as part of the project, however any service impacts that are negative will not be accepted as reasonable.

## COMMUNITY ENGAGEMENT

Not required or recommended at this time, this may change as to what, if any, future consultation maybe required depending on what may fall out of the work.

OFFICIAL

## NORTHERN GROWTH AREAS COLLABORATION

**Preamble**

On the 17 March 2025, the Greater Adelaide Regional Plan "the GARP" came into effect.

The GARP guides the long-term growth of the Adelaide Metropolitan area and its surrounds over the next 30 years.

The impact of the GARP is borne by Council's affected by changes to the EFPA boundaries and changes to zoning to enable new residential development.

These include the following Local Government Areas:

- The Adelaide Plains Council (APC),
- The Barossa Council (BC),
- Light Regional Council (LRC); and,
- The Town of Gawler (ToG).

Together, each of these Councils have been tasked with planning and accommodating the State's desired and projected growth.

However, to ensure the State's Northern Growth Fronts can deliver the prosperity the State Government envisages, it is proposed that a Northern Growth Areas Collaboration be established to tackle the challenges each face.

The Northern Growth Areas Collaboration would be tasked with the wholistic oversight of the Northern Growth Front - defined as the sum of the area contained within the four Council boundaries - to plan and build its communities whilst retaining each area's defined character and delivering/unlocking its economic potential.

The Northern Growth Areas Collaboration would be tasked with investigating and responding to the challenges and opportunities within the region recognising the that the region and its ratepayers operate not singular local government entities but with an interconnectedness across the four council areas.

**Purpose of the Northern Growth Areas Collaboration**

To identify, discuss, and investigate opportunities for collaboration between participating councils for the delivery of better economic, social and environmental outcomes for the region and its ratepayers.

Discuss and consider how different models for collaboration would lead to positive outcomes for the region through the promotion of efficient service delivery, attraction of new investment and employment opportunities whilst enabling participating council to manage the impacts and demand of the growth envisaged across the region ensuring that critical infrastructure is provided. region.

OFFICIAL

**Principles and "Layers" of Collaboration**

Discussions would be guided by agreed principles reflecting the regions key values and individual identity underpinned by a commitment for enhance service and infrastructure delivery across the local government sector including but not limited to collaboration within the existing council boundaries.

- Transport (including public transport)
- Land Use Planning.
- Environmental Sustainability
- Financial Sustainability
- Economic Development
- Meeting the infrastructure challenge of population Growth
- Effective and efficient Service delivery
- Economic opportunities and social Equity

These various "layers" give rise to different collaboration arrangements, so the challenge for the process is to aggregate and integrate the various layers and governance arrangements that deliver the best outcomes for people in the region.

A well-resourced *Northern Growth Areas Regional Authority* tasked specifically with the facilitation and delivery of collaboration across this region could be a possible outcome arising from discussion as they relate to regional collaboration.

**Process**

A process (including a proposed timetable) to facilitate the discussion and seek State Government's endorsement of the proposal for enhanced Northern Growth Area collaboration and the exploration of a governance model to deliver on this bodies purpose as defined above which would be agreed to by all the parties.

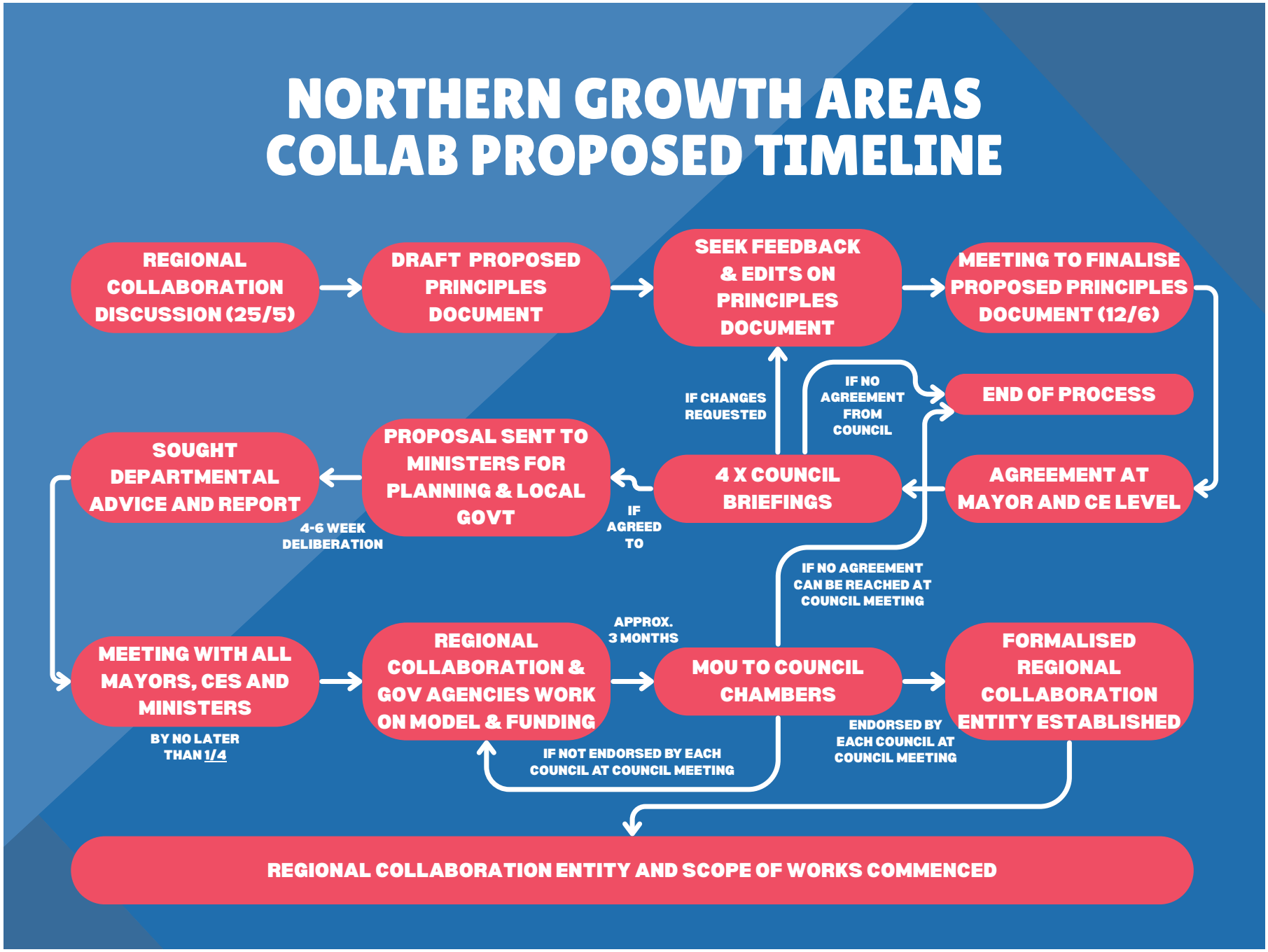
**Funding for the Process**

External funding opportunities to be explored.

**Roundtable Parties**

The foundation roundtable parties would include the Mayor/Acting Mayor and Chief Executive Officer of the APC, BC, LRC, ToG.

Adjoining councils with issues abutting the Northern Growth Area who are also experiencing growth management pressures or strategic infrastructure considerations critical to the region's prosperity such as the Mid Murray Council and Wakefield Regional could be invited to participate.


NORTHERN GROWTH AREAS COLLAB PROPOSED TIMELINE
REGIONAL COLLABORATION DISCUSSION (25/5)
DRAFT PROPOSED PRINCIPLES DOCUMENT
SEEK FEEDBACK & EDITS ON PRINCIPLES DOCUMENT
MEETING TO FINALISE PROPOSED PRINCIPLES DOCUMENT (12/6)
IF CHANGES REQUESTED
IF NO AGREEMENT FROM COUNCIL
END OF PROCESS
SOUGHT DEPARTMENTAL ADVICE AND REPORT
4-6 WEEK DELIBERATION
PROPOSAL SENT TO MINISTERS FOR PLANNING & LOCAL GOVT
IF AGREED TO
4 X COUNCIL BRIEFINGS
AGREEMENT AT MAYOR AND CE LEVEL
IF NO AGREEMENT CAN BE REACHED AT COUNCIL MEETING
APPROX. 3 MONTHS
MEETING WITH ALL MAYORS, CES AND MINISTERS
BY NO LATER THAN 1/4
REGIONAL COLLABORATION & GOV AGENCIES WORK ON MODEL & FUNDING
MOU TO COUNCIL CHAMBERS
FORMALISED REGIONAL COLLABORATION ENTITY ESTABLISHED
ENDORSED BY EACH COUNCIL AT COUNCIL MEETING
IF NOT ENDORSED BY EACH COUNCIL AT COUNCIL MEETING
REGIONAL COLLABORATION ENTITY AND SCOPE OF WORKS COMMENCED

# DEBATE REPORT

## 7.2 Corporate Services, Strategy and Innovation

### 7.2.1 ANNUAL REPORT ON THE INTERNAL REVIEW OF COUNCIL DECISIONS 2024/25

**Author: Manager Corporate Services**
**25/56032**

**PURPOSE**

To present Council with the annual report on the Internal Review of Council Decisions for the 2024/25 financial year, as required by Section 270(8) of the *Local Government Act 1999*.

**RECOMMENDATION**

That Council receives and notes the annual report on the Internal Review of Council Decisions for the 2024/25 financial year, confirming that no applications for review were received during this period

**REPORT**

*Background*
Section 270 of the *Local Government Act 1999* requires all councils to have a policy and process that allows members of the public, or other interested parties, to request a review of a Council decision.

The intent of this process is to provide a fair, transparent and accessible way for people to raise concerns if they believe a decision has been made in error, or without proper consideration of all relevant information.

The legislation also requires that, on an annual basis, Council initiate and consider a report summarising:

- the number of review requests received;
- the types of matters raised;
- the outcomes of the reviews; and
- any other matters prescribed by regulation.

Additionally, Council's *Internal Review of Council Decisions Process* requires this report is submitted to Council each year to include a statement of resources and a summary of how the outcomes have been used to improve Council's customer service, policies and processes.

*Discussion*
In the 2024/25 financial year, Council did not receive any requests from the community or other parties to review a Council decision under Section 270 of the *Local Government Act 1999*.

This means there were no matters requiring formal review during the period, and no outcomes to report. While this may reflect community satisfaction with Council's decision-making processes, it also highlights the importance of continuing to ensure the review process remains clear, accessible, and available to anyone who may wish to use it in the future.

*Summary and Conclusion*
For the 2024/25 financial year, Council has met its legislative obligation under Section 270 (8) of the *Local Government Act 1999* by initiating and considering this annual report. No internal review applications were received, resulting in no service, financial reputational or operational impacts. Council continues to provide clear and accessible avenues for the community to seek a review of decisions if required.

## ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

*Supporting references*
Nil

## COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

**Corporate Plan**

BS7 Governance - Provision of governance advice and support in the discharge of legislative responsibilities for policy development, delegations and authorisations, internal review of Council decisions, delegations and authorisations, Native Title claims

Legislative Requirements
*Local Government Act 1999, Section 270*

## RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

1. **SERVICE DELIVERY**
   *Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

   No review applications were received, indicating no disruption or challenge to Council's service delivery processes.

2. **SUSTAINABILITY & ENVIRONMENT**
   *Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

Nil

**3. FINANCIAL**

*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

With no applications lodged, there was no financial expenditure associated with conducting internal reviews

**4. PEOPLE**

*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

Nil

**5. REPUTATION**

*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

Nil

## COMMUNITY ENGAGEMENT

Community engagement is not required for this matter.

# DEBATE REPORT

## 7.2 Corporate Services, Strategy and Innovation

### 7.2.2 MONTHLY FINANCE REPORT AS AT 31 AUGUST 2025

**Author: Senior Accountant**
**25/72363**

**PURPOSE**

The monthly finance update report as at 31 August 2025 provides information on the financial position and performance of the Council, including notes on material trends and transactions.

**RECOMMENDATION**

That Council receives and notes the monthly finance update report as at 31 August 2025, as provided in Attachment 1.

**REPORT**

The monthly finance report as at 31 August 2025 is at Attachment 1. This report has been prepared comparing the year-to-date actuals at the end of the period, to the original adopted 2025-2026 budget.

**ATTACHMENTS OR OTHER SUPPORTING REFERENCES**

Attachment 1 Monthly Finance Report Council - August 2025 ⇩

*Supporting references*
Nil

**COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS**

**Corporate Plan**

BS6 Finance - Provision of financial and budgetary accounting services, treasury and investment services, management reporting, reconciliation and taxation services, asset accounting, internal control, accounts payable and receivable services

Legislative Requirements
Nil

**RISK MANAGEMENT CONSIDERATIONS**

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

**1. SERVICE DELIVERY**

*Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

Monthly monitoring of financial performance ensures Council is in a position to ensure budget and expenditure are aligned to meet approved levels of service.

**2. SUSTAINABILITY & ENVIRONMENT**

*Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

Nil

**3. FINANCIAL**

*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

To enable Council to make effective and strategic decisions, a high-level monthly finance report is provided for Council's noting.

**4. PEOPLE**

*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

Nil

**5. REPUTATION**

*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

Nil

## COMMUNITY ENGAGEMENT

Community consultation was undertaken as part of the original budget adoption process for 2025-2026, as required by the relevant legislation. This report is advising Council of the monthly finance position compared to that budget.

# MONTHLY FINANCE REPORT

AS AT 31 August 2025
For Year Ending 30 June 2026

## Uniform Presentation of Finances

| | Notes | % Actual Expenditure to Original Budget | Original Budget (Full-Year) $'000 | Actual Result (Year-to-Date) $'000 |
|---|---|---|---|---|
| **OPERATING ACTIVITIES:** | | ***Operating*** | | |
| Operating revenue | | | 52,900 | 42,648 |
| *Less:* Operating expenses | | **9.99%** | (53,078) | (5,303) |
| **Operating Surplus / (Deficit)** | | | **(178)** | **37,345** |
| **CAPITAL ACTIVITIES:** | | | | |
| **Net Outlays on Existing Assets** | | ***Capital*** | | |
| Capital expenditure on renewal and replacement of existing | *1* | 1.12% | (21,999) | (246) |
| *Add back: Depreciation, amortisation & impairment* | | | 11,615 | 1,936 |
| *Add back: Proceeds from sale of replaced assets* | | | 344 | 0 |
| **Subtotal** | | | **(10,040)** | **1,690** |
| **Net Outlays on New and Upgraded Assets** | | | | |
| Capital Expenditure on new and upgraded assets | *1* | 11.61% | (22,717) | (2,637) |
| *Add back: Amounts received specifically for new and* | | | 5,623 | 133 |
| **Subtotal** | | | **982** | **(2,504)** |
| **Net Lending/(Borrowing) for the Financial Year** | | | **(9,236)** | **36,531** |
| **Total % Capital Budget Spent** | | **6.45%** | | |

**NOTES**

1) 2025-2026 capital expenditure to end of August includes:

| | $'000 |
|---|---|
| - Nurioopta waste water treatment plan | 882.40 |
| - Barossa Park | 884.50 |
| - Computer hardware refresh - replacement | 346.70 |
| - Computer hardware refresh - completion of prior contract | 272.79 |
| - Creative Industries Center | 185.54 |
| - Road resealing | 81.10 |
| - Minor Plant Renewal | 28.54 |
| - Footpath renewal | 10.81 |
| - Kegal club rebuild | 10.60 |
| - CWMS Network pump stations renewal | 10.07 |

# DEBATE REPORT

## 7.4 Development and Community Services

### 7.4.1 REQUEST TO ENTER INTO AN INFRASTRUCTURE AGREEMENT FOR STORMWATER WORKS - 102 AND 106 CALTON ROAD, KALBEEBA - DEVELOPMENT APPLICATION 24037278

**Author: Manager Development Services**
**25/62143**

**PURPOSE**

To present a request by the developer Kalbeeba Pty Ltd of land at 102 and 106 Calton Road, Kalbeeba to enter into an infrastructure agreement to delivery long necessary community stormwater infrastructure to the value of $180,000 (to be indexed CPI value from March 2018) to undertake stormwater catchment works in relation to a land division to create 10 allotments.

**RECOMMENDATION**

That Council approves the Chief Executive Officer to enter into an Infrastructure Agreement for the delivery of stormwater infrastructure with Kalbeeba Pty Ltd for the completion of stormwater catchment works at 102 and 106 Calton Road, Kalbeeba up to a maximum value of $180,000 (indexed CPI value from March 2018) subject to the following conditions:

a) Engineering approval for the final stormwater solution, if approved pursuant to Development Application 24037278;
b) Upon practical completion, the amount to be paid shall be determined based on the indexed CPI value from March 2018 and shall be indexed annually up to 30 June of the year the date the funds are paid out but not exceeding the indexation base and should costs exceed the value these costs shall be the responsibility of the developer;
c) That at the conclusion of the works, the funds shall be acquitted with evidence of the actual expenses incurred with allowance for reasonable project management costs, within part (b) above;
d) Easements shall be provided to Council at no cost and that all legal costs are met by the developer.

**REPORT**

*Background*
There is extensive background to this matter which is captured largely within a confidential report, endorsed by Council at meeting of 17 July 2018.

The following is a summarised high level chronology of activity:

1. In 2010 to 2011, planning and development assessment by Town of Gawler in relation to a major land development south of Calton Road, known as

Springwood Estate. Development Approval was granted by the Gawler Development Assessment Panel subject to various conditions, including in relation to stormwater management.

2. The approved stormwater design for the northern catchment of the Springwood development incorporated a stormwater detention basin at the low point of the catchment, adjacent to and south of Calton Road. The detention basin would manage the post-development flow rate down to a discharge rate equivalent to the pre-development 5 year Average Recurrence Interval (ARI) levels.

3. The overflow detailed design provided for stormwater exiting the northern catchment detention basin to flow downstream between Calton Road and Lawson Road, thus stormwater would leave the development in the Town of Gawler into The Barossa Council. The flow path shown in relation to the detention basin is depicted in the image below:

The stormwater design recommended that overflow from the north catchment detention basin be conveyed via a pipe carrying the 1 year ARI pre-development catchment flow between the basin and Hameister Court. Stormwater runoff downstream of Hameister Court would enter an existing swale which eventually drains to Whitelaw Creek.

4. Land Division Clearance was granted for the development by the Town of Gawler without the required installation of the stormwater infrastructure, and without negotiating any access or plan for delivery, off-site and without a

necessary agreement for works to be completed on private land at 102 and 106 Calton Road, Kalbeeba. As a result, works progressed on the development in accordance with the development approval without the necessary completion of the off-site stormwater infrastructure and ultimately homes were built on the allotments following titling. While stormwater from the development would subsequently be detained within the detention basin as outlined in the stormwater design referred above, the land division would result in a significant increase in base flows downstream of the detention basin, thereby resulting in more significant stormwater effects through 102 and 106 Calton Road. This could only be resolved through the completion of the necessary stormwater works within the site as outlined within the approved stormwater design for the site.

5. Despite the shortcomings with the application process, Council proactively negotiated an outcome with the developer (Lend Lease) which saw them provide $180,000 to Council to fund infrastructure through the land at 102 and 106 Calton Road, Kalbeeba principally in the nature of an underground stormwater pipe. Notwithstanding, the agreement did not provide the necessary landowner consent to enable works on 102 and 106 Calton Road to be completed nor secure the necessary easements to be registered on the title for the land to permit access for ongoing maintenance by Council. Ultimately Council had to pick up the issue due to prior failures and that actual infrastructure and ratepayers being with The Barossa Council and assuming a position of being a proactive government customer authority. This matter has been ongoing since 2010 with extensive resources, time and funds placed into achieving an outcome. The funds have been reserved and carried forward annual to support the completion of the connection.

6. Downstream of 102 and 106 Calton Road, Council has subsequently invested substantial funds to deal with stormwater in the catchment, as was always planned and funded to the benefit of the Springwood Development but also our ratepayers further downstream. Council has completed major stormwater works within Hameister Court in order to enable stormwater flows to be channelled through to Whitelaw Creek via James Sim Court and this was completed many years ago in May 2020 so as not to disadvanXXXX.

7. The connection of the stormwater outflow from Calton Road through to Hameister Court is the component that is still outstanding.

*Introduction*

Development Application 24037278 was lodged by Mr Andrew Janicki (the developer) with The Barossa Council on 12 November 2024 to develop the land at 102 and 106 Calton Road, Kalbeeba in the nature of a land division for 10 allotments. A copy of the proposed land division plan is contained in Attachment 2.

The developer has outlined a proposal (Attachment 1) to manage the stormwater from upstream catchment through the site as well as stormwater from the development itself. As part of this proposal, the applicant has presented a request for a rebate to complete the outstanding stormwater catchment works through the site on Council's behalf.

*Discussion*

The proposed land division is not yet approved but is substantially progressed. The land division provides the vehicle to enable the completion of the stormwater catchment works that have been outstanding for some time and for the works to be completed economically as part of the broader development of the site and finally complete the long-planned connections.

While the final stormwater design is yet to be approved, the developer has engaged an experienced consulting engineer to design the stormwater system for the site and the design is well progressed. The preliminary design has received initial favourable support from Council's Manager – Engineering Services with the following feedback received to date:

> *The optimal stormwater solution is to direct the main stormwater piped system and 1% Average Exceedance Probability (AEP) in the 100 year event overland flow path to the new proposed internal road by providing local grading and physical barriers to achieve this. A key consideration is whether the levels would support this outcome as the underground piped system would need to be quite deep.*
>
> *If this is not achievable, then options are the indicated layout or potential to convey the stormwater through allotment 30 and out to the public road adjacent to the southern boundary of allotment 35.*
>
> *We note there are no existing stormwater easements on the property at present. The indicated layouts for stormwater easement alignments do not follow the existing overland flow path diagonally across the site. Consideration would therefore need to be given for how the overland flow path is accommodated for within the future development layout in addition to the underground piped system.*
>
> *Easements may also be required within the land division to accommodate for stormwater catchment management with smaller pipe size system both on the eastern and western boundaries.*
>
> *The proposed drainage reserve size looks intuitively small when compared to others in the precinct with similar allotment catchment. This will need to be sized to satisfy relevant Council requirements.*

The developer's proposal sets out request for an agreement to be established with Council to facilitate the rebate for the cost of stormwater catchment works required to be undertaken within the development to accommodate for the current overland flow coming from the upstream catchment (principally Springwood). The contribution would be for the costs of the underground stormwater pipe needed to handle the base stormwater flows and provision for overland flow for larger stormwater events.

Key elements of the developer's proposal are:

- Obtaining Development Approval for the land division and the detailed civil design approval for the stormwater catchment works;
- If approved, the developer providing proof of expenses for the works once practical completion is achieved (elements include planning and design, materials, construction, traffic management and supervision) prior to the rebate being paid by Council;
- The amount to be paid as a rebate to be not more than the amount of funds held by Council for the purpose of stormwater works. The funds are indexed

CPI Value from March 2018 and as at 30 June 2025, the amount of funds totals $232,453.00 which is in the budget at $227,767 the difference of $4,686 is the impact of CPI calculations and will be amended if necessary once final costs are claimed.
- The easements is to be provided to Council at no cost.
- Council provides approval under the *Local Government Act 1999* at no cost for any works required on the Calton Road or the Hameister Road reserves.

The applicant's proposal is generally supported and this report recommends that Council approves a proposal in-principle as outlined within the recommendation in this report. The outcome ensures the outstanding works are achieved in an economic manner and that the works are completed by the developer on behalf of Council which presents significant efficiencies in completion of the works as part of broader land division works at the site and represents saving of resources for Council.

The conditions proposed within the recommendation provide the necessary safeguards to ensure the works are completed satisfactorily and meet Council's requirements and that the funds to be rebated are expended for the purpose of the stormwater catchment management. Necessary easements would be established through the land division to ensure that Council has ongoing capacity to service the stormwater infrastructure as required. The easements can also be established economically by being integrated into the future land division plan.

The matter of granting of permits from Council for any works necessary in the Calton Road or Hameister Road reserves are considered to be matters that would be ordinarily addressed through the land division approval process, such that they should not be required to be captured explicitly within an agreement but could be if deemed appropriate by staff. If a separate Section 221 approval is required, Council staff can work collaboratively with the developer to facilitate such consents so that the necessary works can be completed where external to the site.

*Summary and Conclusion*
This report presents a request by the developer and significant opportunity to achieve a long-planned outcome and support housing supply.

## ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Advice to Council Seeking Rebate for Stormwater Works ⇩
Attachment 2 Proposed Land Division Plan ⇩

*Supporting references*
Nil

## COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

**Corporate Plan**

CS15 Land Use and Development - Assessment of development applications for construction, alteration or demolition of buildings, and the division of land and changes in land use.

**Corporate Plan**

CS15 Land Use and Development - Assessment of development applications for construction, alteration or demolition of buildings, and the division of land and changes in land use.

Legislative Requirements
*Planning, Development and Infrastructure Act 2016*

**RISK MANAGEMENT CONSIDERATIONS**

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

**1. SERVICE DELIVERY**

*Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

The proposal supports delivery of new infrastructure in nature of stormwater assets that must be designed and ultimately constructed in accordance with Council's Infrastructure Standards and following Practical Completion will be handed to Council as ongoing assets. Council's Asset Owner (Infrastructure & Environmental Services) have given preliminary support for the stormwater design and should land division approval be granted, detailed designs for the stormwater system must be presented for approval prior to commencement of civil works. The assets would be handed to Council at practical completion.

**2. SUSTAINABILITY & ENVIRONMENT**

*Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

The proposed land division seeks to manage stormwater flows both within the development as well as the upstream flows from the catchment (primarily from Springwood). A preliminary stormwater solution has been prepared by an experienced consulting stormwater engineer for the development and preliminary feedback from Council's Engineering Services Department is that the design is being developed in alignment with Council's Land Development Guidelines and recognised engineering practice, so as to minimise the risk of downstream flooding or flooding of the proposed allotments.

**3. FINANCIAL**

*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

Outlined in the body of the report.

**4. PEOPLE**

*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

Nil

**5. REPUTATION**

*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

The proposal builds trust in Council by procuring an appropriate outcome to rebate for essential stormwater infrastructure that is presently outstanding at this site.

## COMMUNITY ENGAGEMENT

The land division is not subject to public consultation pursuant to the relevant provisions of the Planning & Design Code. The budget has already been consulted upon and set as part of the annual business plan and budgeting processes.

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ABN 87 096 337 576

19 August 2025

Mr M McCarthy
Chief Executive Officer
The Barossa Council
PO Box 867
Nuriootpa SA 5355

Dear Martin

**102/106 Calton Rd Kalbeeba**

With regard to our previous discussions and emails about the stormwater pipe that is needed to deal with the flow coming from Springwood and Council contributing to the payment of the pipe, on behalf of the developer (Kalbeeba Pty Ltd) of the above project I request that a formal agreement is prepared. It is understood that you will need to get a resolution of Council to move forward. It is also understood that the cost of the works could be more than the amount of rebate that is available from Council.

The key elements of an agreement would be:

. gaining detailed civil design approval for the works
. the developer providing proof of expenses for the works once practical completion is achieved (elements to be included are planning and design, materials, construction, traffic management and supervision) prior to the rebate being paid by Council
. the amount to be paid as a rebate is to be no more than the amount of funds held by Council for this purpose at the date of completion of the works. It is understood that the amount of funds held are indexed in March each year. As of March 2024 the amount of funds were $227,767.00 (as per email from yourself dated 26 July 2024)
. the easement is to be provided to Council at no cost to Council
. Council provides approval under the Local Government Act at no cost for any works required on the Calton Rd or the Hameister Rd road reserves

If you have any queries please give me a call on 0402134568 or email me john@stimsonconsulting.net.au

Yours sincerely
**STIMSON CONSULTING PTY LTD**

**JOHN STIMSON**
Managing Director

Cc A Curtis – Barossa Council
A Janicki – Kalbeeba Pty Ltd

# PLANNING APPLICATION
# FOR TORRENS TITLE DIVISION

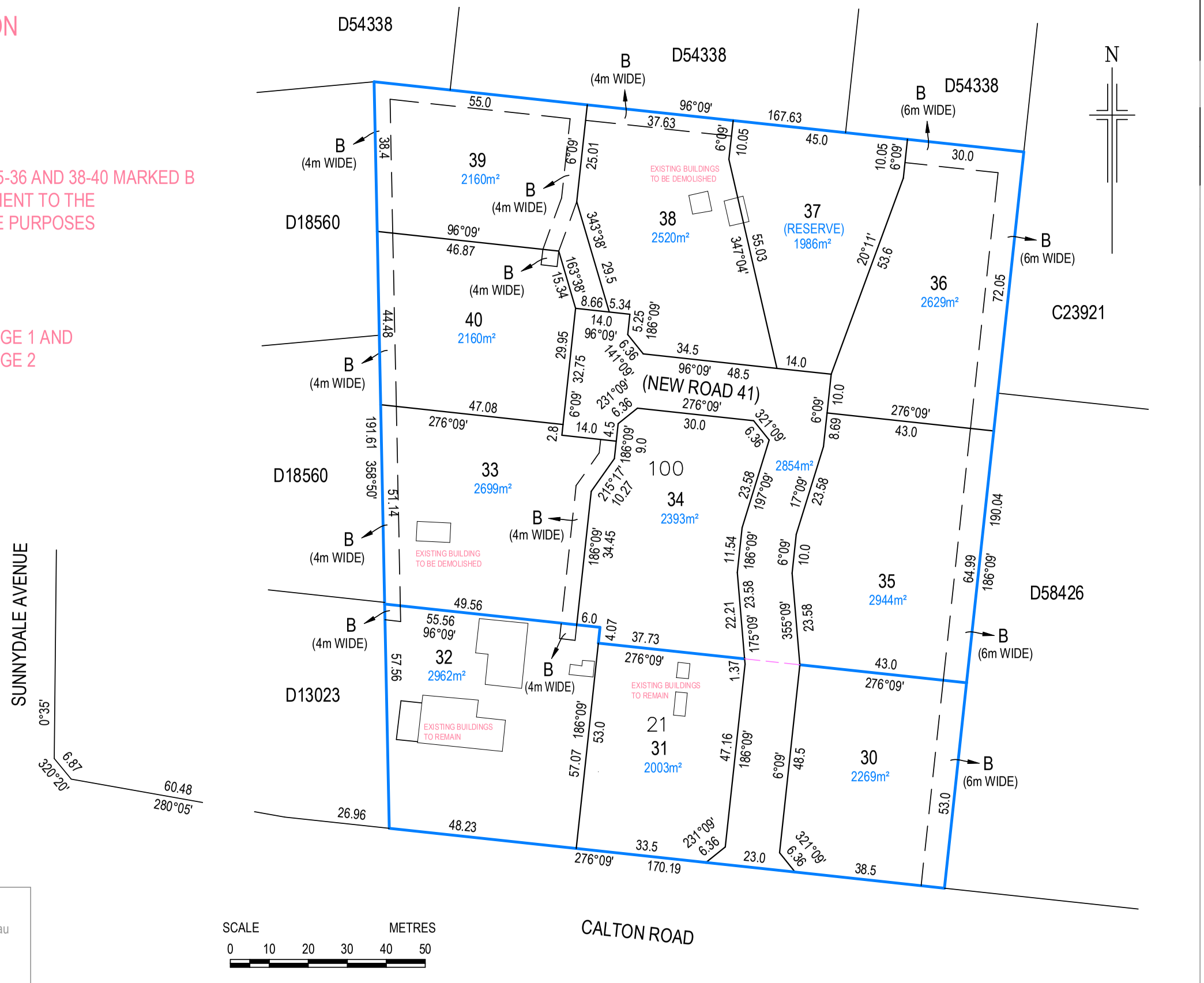
ALLOTMENTS 20 AND 21 IN D32556
HUNDRED OF BAROSSA
## KALBEEBA

CT 5055/311 AND CT 5055/312

PORTION OF ALLOTMENTS 30, 32-33, 35-36 AND 38-40 MARKED B ARE SUBJECT TO A PROPOSED EASEMENT TO THE COUNCIL OF THE AREA FOR DRAINAGE PURPOSES

SUBJECT TO FINAL SURVEY

ALLOTMENTS 30-32 CONSTITUTES STAGE 1 AND
ALLOTMENTS 33-40 CONSTITUTES STAGE 2

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# DEBATE REPORT

## 7.4 Development and Community Services

### 7.4.2 WASTE MANAGEMENT SERVICES POLICY REVIEW

**Author: Sustainability Officer**
**25/62755**

**PURPOSE**

To endorse the release of the draft revised Waste Management Services Policy (attached) for public consultation.

**RECOMMENDATION**
That Council:

(1) Approve the release of the draft revised Waste Services Policy for public consultation commencing 1 October 2025 and concluding 5pm 24 October 2025.

(2) Adopts the draft revised Waste Management Services Policy as a Policy of Council at the immediate conclusion of the public consultation period, in the absence of any written submissions being received.

(3) Require Officers to bring a further report to Council with the outcome of the consultation and recommendations following conclusion of the consultation period if any written submissions are received.

**REPORT**

*Background*
The Waste Management Services Policy was last adopted in June 2023 (2022-26/196) with a recommended review date of June 2027. A need to manage service levels relating to ancillary accommodation has prompted an earlier review.

*Discussion*
State Government has eased policy statements around the occupation of ancillary accommodation and Council is now receiving requests for additional bin services at residential properties where accommodation (for example a granny flat) is being leased separately to the main dwelling. The current policy is prescriptive as to the circumstances that allow a property to have upgraded or additional waste services, and ancillary accommodation is not considered a 'special circumstance'.

A new policy clause (3.8.6) proposes that ancillary accommodation can upsize or have one additional set of bins, for an additional service fee and biannual review to confirm ongoing eligibility. Council can still reasonably refuse the approval of additional bins where there is not adequate space on the kerbside directly outside the property to facilitate collections safely or without nuisance to neighbouring properties.

Other policy changes from the review are considered administrative in nature to help with the flow and clearer communication of existing processes that support the policy vision.

Summary and Conclusion
This policy change for ancillary accommodation is recommended as appropriate. It is important that a strong eligibility criterion is maintained however, to ensure growth remains within normal limits and to support the long-term sustainability of the Waste Management Services Contract and policy vision to 'waste less and recycle more'.

## ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Attachment 1 Final draft revised Waste Management Services Policy for community consultation - September 2025

*Supporting references*
Nil

## COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

### Community Plan

Supporting a sustainable Barossa.

Strategic Outcome
- We sustainably manage our resources and encourage sustainable practices.

### Corporate Plan

CS22 Waste and Resource Recovery - Management of waste contract to ensure appropriate waste collection and disposal and operation of waste transfer station

Legislative Requirements
Local Government Act 1999.
The Barossa Council Waste Management By-Law No. 7 of 2021.

## RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

**1. SERVICE DELIVERY**
*Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

The policy change meets new service needs of the community without putting the long-term sustainability of the contract at risk.

**2. SUSTAINABILITY & ENVIRONMENT**

*Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

The new policy is consistent with goals to encourage community to 'Waste less and recycle more'.

**3. FINANCIAL**

*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

The policy change will not impact the long-term financial sustainability of the contract.

**4. PEOPLE**

*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

The contractor has capacity with current contract limits to meet the new policy requirements while meeting the wellbeing and safety of its employees.

**5. REPUTATION**

*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

The new policy does not put Council's reputation at risk.

## COMMUNITY ENGAGEMENT

The draft revised Waste Management Services Policy will be released for public consultation from 1 October 2025 and concluding 5pm 24 October 2025, in accordance with Council's Public Consultation Policy.

Public consultation notification will be by local print notice (The Leader) and electronic community notices (website and social media).

# THE BAROSSA COUNCIL
# WASTE MANAGEMENT SERVICES POLICY

## 1 Purpose

Council is committed to continuous improvement in waste management and resource recovery. This policy outlines the service level for kerbside waste, recycling and green organic collection services, and disposal options for other waste streams. It aims to protect public health and promote environmentally responsible practices. A key focus of this policy is maximising the diversion of materials from landfill and ensuring they are directed into recycling streams, including green organics, in a sustainable way.

## 2 Scope

This policy defines:

2.1 Council's role as a waste management and recycling service provider for all Service Entitled Properties.

2.2 The service mix that will be offered to protect public health and considers the waste management hierarchy to assist the community to waste less and recycle more.

2.3 Criteria for cost recovery.

2.4 Eligibility criteria to ensure fair, just, and financially sustainable access to services.

2.5 The operation of Springton Waste Transfer Station; and

2.6 This policy does not cover illegally dumped waste that Council collects as part of its general maintenance function, or management of Council generated waste and recycling.

## 3 Policy Statement

**Kerbside Collection Service**

**3.1 Mandatory Service.**

3.1.1 Council shall provide a Kerbside Waste Collection Service and declared Service Charges will be applied accordingly to all Service Entitled Properties within the Designated Waste Collection Areas and along the Approved Waste Collection Route except for vacant land based on land use code or any property where the Contract Supervisor determines collection is not possible. Kerbside Waste Collection Service includes common collection points.

3.1.2 Where Council cannot safely, lawfully, or practically provide a Kerbside Waste Collection Service to a particular residential development, a private commercial waste and recycling service must be provided by the property owner or relevant community corporation or strata corporation, at their own expense, unless they meet the eligibility criteria to purchase an Annual Rural Refuse Disposal Ticket program for Springton Transfer Station.


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3.1.3 Designated Waste Collection Areas and Approved Waste Collection Routes may vary or expand as deemed appropriate by the relevant Director to service new areas or improve access and assist the community to waste less and recycle more.

**3.2 Service Charge.**

3.2.1 Council requires a Service Charge to be applied for prescribed services pursuant to Section 155 of the *Local Government Act 1999*.

3.2.2 A Service Charge for the General (Landfill) Waste, Co-mingle Recycling and Green Organic Recycling will be applied on all Service Entitled Properties within the Designated Waste Collection Area and along the Approved Collection Route with a dwelling, whether permanently occupied or not, and regardless of whether the service is required or utilised.

3.2.3 Where service is approved but for any reason the Service Charge cannot be automatically applied to the Property, an agreement with Council to invoice the charge directly will be generated. For example, where a tenant has opted for an additional Green Organics service, and the property owner has declined to accept the additional Service Charge. Any default on payment will result in the cancellation of the service and surrender of the bin. An administration fee is applicable in the event of a cancellation.

3.2.4 The pricing structure is to recover the cost of all direct and indirect costs associated with General (landfill) waste, comingle recycling, and green organic recycling services.

3.2.5 Council will annually review the Service Charges and include in the Fees and Charges Register.

3.2.6 It is the responsibility of the Serviced Entitled Property to ensure that the Service Charges match the service that they are receiving. Any dispute regarding Service Charges needs to be discussed with Council staff within 60 days of receiving the annual first quarter rates notice.

3.2.7 Where Service Entitled Properties opt for additional Non Mandatory Services, no refund of any unused portion of service will be given if they choose to cancel the service during the financial year. A full financial year refund will be applied if the notice of cancellation is provided in writing before or within 60 days of receiving the annual first quarter rates notice.

3.2.8 A Service Charge will apply even if a temporary refusal of service has been applied.

**3.3 Standard Collection Service Provisions.**

3.3.1 Council's Kerbside Waste Collection Services are divided into three categories, Township services, Rural services, and Commercial services. Each property is entitled to collection in accordance with the standard service level outlined below.

| Service category | General (landfill) waste – red bin | Co-mingle recycling - yellow bin | Green Organic recycling – green bin. (food scraps and green garden recycling) |
|---|---|---|---|
| **Township** - within the Designated Waste Collection Area (refer Appendix B) | Mandatory service, 140L Bin, Weekly collection | Mandatory service, 240L bin, Fortnightly collection | Mandatory Service, 240L Bin, Fortnightly collection. |
| **Rural -** Having property frontage to the Approved Waste Collection Route refer Appendix A) | Mandatory service, 140L Bin, Weekly collection | Mandatory service, 240L Bin, Fortnightly collection. | No service, some opt-in by exception subject to travel routes and feasibility. |
| **Commercial** – within the Designated Waste Collection Area (refer Appendix B) | Optional service, 140L or 240L Bin, Weekly collection | Optional service, 240L Bin, Fortnightly collection | Optional service (Townships only), 240L Bin, fortnightly collection. |

**3.4 Township Service.**

3.4.1 Residential Properties (excluding vacant land) within the Designated Waste Collection Area (refer Appendix B) will receive:

- a mandatory weekly collection service for General (Landfill) Waste (140L Red Bin).
- a mandatory fortnightly collection service for Co-mingled Recycling (240L Yellow Bin).
- a mandatory fortnightly collection service for Green Organics Recycling (240L Green Bin).

3.4.2 Residential Property's will receive a Kitchen Caddy to assist them to move food waste to the green organics bin and is supplied by Council's contractor when a green 240L bin is delivered. Replacement caddies and compostable liners are the responsibility of the residential property.

**3.5 Rural Service.**

3.5.1 Residential Properties within rural areas (having property frontage to the Approved Waste Collection Route refer Appendix A, and vacant land excluded) will receive:

- a mandatory weekly collection service for General (Landfill) Waste (140L Red Bin).
- a mandatory fortnightly collection service for Co-mingled Recycling (240L Yellow Bin)


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3.5.2 Residential Properties within rural areas may apply to opt into a fortnightly collection service for Green Organics Recycling subject to local demand and where the Contract Manager determines collection is feasible.

**3.6 Commercial Service**

3.6.1 Commercial Property's within the Designated Waste Collection Area (refer Appendix B) can at the declared service rate receive, on an optional basis a mix of general (landfill) waste and recycling services.

3.6.2 Where the Commercial Property chooses to opt into the Council service and prepares or serves food to sell at the property, they must have an organic green recycling service as part of the mix of services if located on a Designated Waste Collection Route.

**3.7 Service Exemptions.**

3.7.1 A Rural service property may be granted service exemption by the Contract Manager if there is clearly mixed land use and sufficient evidence provided to demonstrate that general (landfill) waste and comingle recycling is being managed effectively by an onsite commercial waste and recycling service.

3.7.2 A Residential Property within the Designated Waste Collection Area (refer Appendix B) are eligible for a green organic service exemption if they are effectively managing green waste, including food waste, via composting as evidenced by photographs submitted to Council and signed Statutory Declaration stating that no green waste will be placed in the general (landfill) red waste bin or comingle yellow recycling bin.

3.7.3 Service exemptions may be subject to biannual review.

**3.8 New or Additional Service Provisions.**

3.8.1 Anything extra to one set of bins per rateable property is an additional collection.

3.8.2 A service fee will be charged for any upsized, new, or additional service that is approved by Council.

3.8.3 A request for any new or additional service must be submitted to the Contractor.

3.8.4 Council can reasonably refuse approval of additional bins where there is not adequate space on the kerbside directly outside the property to facilitate collections safely or without nuisance to neighbouring properties.

3.8.5 Residential properties can apply for an additional comingle yellow recycling and/ or green organic service. Changes to general (landfill) red waste bin are by Special Circumstances Provisions only (detailed in 3.9).

3.8.6 A Small Business or Ancillary Accommodation can upsize to a 240L general landfill red waste bin or one (1) additional set of bins, if all conditions are met including:

- Evidence of a current ABN (if small business), or evidence a current rental agreement in place for the occupation (for Ancillary Accommodation).
- Evidence that the property is operating under an approved development application and/ or is a home activity that is exempt from application.
- Applicants notify Council if circumstances change that alters eligibility.
- Any approval is subject to biannual review to confirm eligibility.


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3.8.7 Community groups, sporting clubs and other non-for-profit organisations may request additional waste and recycling services. Allocations will be by negotiation and in conjunction with Lease and Licencing Agreements.

3.8.8 The South Australian Department for Education is responsible for all waste collection services for state/ public schools. Private/ Independent schools generally organise their own commercial contractor. Council staff at discretion and on a case-by-case basis may collaborate with schools to support waste and recycling outcomes. Any approved services will be at the Service Charge and subject to annual review.

**3.9 Special Circumstances Provisions.**

3.9.1 A request for a Special Circumstance Provision will need to be renewed on a biennial basis (to confirm eligibility, as the needs of residents or business may change). Council will initiate the renewal process and the resident must provide required evidence.

3.9.2 A property is eligible for a Family 240L Waste service (free of additional charge – upgrade of 140L bin not additional bin) if the household is a family of six or more members, as evidenced by a current Medicare Card or a signed Statutory Declaration. The property may be asked to confirm that they are actively using available recycling services, including the green organics bin for food waste if the service is available to them.

3.9.3 A property is eligible for a Family 240L Waste service (free of additional charge – upgrade of 140L bin not additional bin) if the household has young children in disposable nappies. The resident may be asked to provide a current Medicare card and the children's ages or a sign a Statutory Declaration.

3.9.4 A property is eligible for a Medical 240L Waste service (free of additional charge – upgrade of 140L bin not additional bin)) for those residents where an extra volume of waste is produced due to a disability and/or medical condition. This does not include property's generating medical waste from a business, such as home massage, podiatry or similar. An additional paid service may be approved in extenuating circumstances where more than one person at the residence has a medical condition, for example shared disability housing.

- While reason for upgrade is Medical, this is not a medical service. The items that are placed in the bin must still meet the normal accepted items for red waste and no prohibited waste.
- To be eligible the resident must provide a letter from their medical practitioner or a signed Statutory Declaration stating the residents needs the extra capacity to dispose of additional waste associated with their disability or medical treatment. The evidence may not be required if the property owner is a disability services provider.

3.9.5 Additional bins may be supplied to a property short-term (no longer than 9 months) and at no cost to the property where Council's Community Safety Team is actively working and monitoring with identified properties to meet minimum health standards.

**3.10 Collection locations.**

3.10.1 Bins will not be collected from other than the kerbside location or collection point unless approval is given to Special On-Site Properties.

3.10.2 Collection will generally be undertaken from the kerbside adjacent to each eligible property.


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3.10.3 A property in a Designated Waste Collection Area (Township Service only), but whose property frontage is on a private road that links directly to an Approved Collection Route, is deemed to be on an Approved Waste Collection Route even if collections are not directly adjacent to the property kerbside.

3.10.4 Within rural areas, a common collection point may be nominated for ease of waste collection by the Contractor. A common collection point will be as close as possible to the eligible property and no more than 5 kilometres from the access point to the property.

3.10.5 Collection points are on Approved Designated Waste Collection Routes and Service Charges per 3.2 apply regardless of whether the service utilised.

3.10.6 Properties that are required to access a collection point are eligible for a reduction on the Service Charge:

- if the service is provided no more than 500 metres from the collection point to the land the full annual Service Charge may be charged for the prescribed service.
- if the service is provided more than 500 metres but no more than 2 kilometres from the collection point to the land, 75% of the annual Service Charge may be charged for the prescribed service.
- if the service is provided more than 2 kilometres but less than 5 kilometres from the collection point to the land, 50% of the annual Service Charge may be charged for the prescribed service.
- Property owner must contact Council to confirm eligibility and reduction to be applied where applicable from the date of application.

**3.11 Special On-Site Property.**

3.11.1 Residents within private land divisions with private access roads under strata management are entitled to the standard waste collection service.

3.11.2 It is the responsibility of the property owner or relevant community corporation or strata corporation to seek an indemnity directly with the Council's Contractor prior to the service commencing. This service will only be available if access is deemed satisfactory by the Contractor.

3.11.3 Aged care facilities, retirement living, and caravan parks may apply to the Contractor to have their bins picked up from within their premise rather than kerbside subject to a written agreement.

3.11.4 Multiple dwellings such as community and strata titles may apply to the Contractor to share bin services. All requests must be made in writing and are subject to Council approval.

- Where a shared bin arrangement is proposed and each property has a different rate payer, written confirmation must be provided by all participating properties. This confirmation must include agreement to share the service and the details of the nominated strata or community corporation responsible for bin Service Charges. Council will invoice the nominated group and remove individual property charges.

- If bins are found to be contaminated or overweight, Council may cancel the shared bin arrangement and reinstate standard services for each eligible property.
- If a participating property no longer wishes to share bin services, written notice must be provided to both Council and the responsible strata or community corporation. Standard service levels and Service Charges will then be reinstated for that property. Shared Service Charges will be reduced for the nominated strata or community corporation from the next financial year where notification of change was not provided within 60 days of receiving the annual first quarter rates notice.

3.11.5 An Infirmed Collection Service may be provided to occupants of a property who are physically unable to present their bins at the kerbside and have no access to assistance. Eligibility is subject to a formal application, supported by medical evidence from a registered healthcare professional, and approval by the waste contractor based on a safety assessment of property access.

3.11.6 Council may maintain a Special On-Site Property register.

**3.12 General Collection Conditions.**

3.12.1 Council's contractor will provide bins in a safe working order and a maintenance service for repair and replacement when damaged.

3.12.2 The resident is responsible for washing or sanitising bins to a satisfactory standard to prevent offensive odours and maintain good amenity.

3.12.3 The resident must separate waste and recycling into the correct bin. Council will make information available to help occupiers do this.

3.12.4 The resident is responsible for presenting the bin on time for collection by the contractor and meeting the requirements of clause 5.7.2 of the Waste Management By-law 2021.

3.12.5 The Contractor may not collect a bin where it is evident upon visual inspection at the kerbside or via the camera in the collection vehicle that it contains contamination, is overweight or overflowing with waste or recycling material. It is the responsibility of the resident to rectify the situation before the bin will be collected.

**3.13 Replacement of stolen or damaged bins.**

3.13.1 Ratepayers/residents are responsible for contacting the Contractor for replacement of stolen or damaged bins.

3.13.2 Bins that are damaged or lost through negligence of the resident or through inappropriate use should be repaired or replaced at a cost to the resident. If deemed negligence, the property will be notified by Council and the cost may be applied at the declared rate. Where charge cannot be applied to rates notice, an invoice will be generated.

**3.14 Bin Identification.**

3.14.1 Bin identification measures, including address labelling and radio frequency identification devices (RFID), will be adopted to minimise misuse of the service, support bin recovery, enable enhanced reporting and educational support and facilitate cost effective alternative service delivery options.

3.14.2 Bins are allocated to and remain with the property as part of the general, recycling and green waste collection service, but remain the property of the Contractor.

**3.15 Refusal, Decline, Cessation and Reinstatement of Service.**

3.15.1 A temporary refusal of service may be issued to a Residential Property or eligible Commercial Property where:

- there is a failure to place approved waste or recycling in the correct bin (i.e. high level of contamination).
- insanitary or prohibited waste is placed out for collection.
- a bin presented for collection exceeds the maximum safe weight for a collection.
- the bin is presented in a location where it would be un-safe for the collection vehicle to empty due to local environmental conditions.
- the bin is presented in a location that is unrelated to the property where the bin is registered or not located within a nominated Collection Point.
- bin identification measures have been removed or modified without the consent of Council.
- the bin is not accessible from a public roadway, or
- the correct bin is not presented for collection by the required time on the Council nominated collection day.

3.15.2 Council reserves the right to decline a request for a general waste service where an eligible property does not take-up recycling service/s where it is a Mandatory Service or appropriate to the type, volume, and nature of recyclable materials in that property's waste stream.

**3.16 Councils Rights.**

Council reserves the right to:

- recover stolen or misappropriated bins.
- remove bins where there are repeated instances of bins not being stored between collection days on the site where they are registered.
- withdraw or cease a collection service where there is repeated misuse of waste and recycling services.
- withdraw or cease collection when deliberate and wilful damage of a bin provided by Council occurs.
- withdraw services for non-payment of fee-for-service or replacement bin charges, and
- charge bin replacement fees to re-deliver bins.

**3.17 Other residential waste disposal and recycling.**

3.17.1 Council may offer residential hard waste (including green garden waste) programs. The extent and scope of these services is subject to service availability and budget allocation.


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3.17.2 Council may opt to work with community groups or organisations to identify programs to address waste and resource recovery.

3.17.3 Transfer Station.

- The Barossa Council operates a transfer station at 1508 Springton Road, Springton opposite Barossa Boundary Road.
- The Transfer Station must operate in accordance with the EPA license.
- Accepted materials are subject to change, and
- Fees and Charges are reviewed annually.

3.17.4 Street bin, Council parks and facilities.

- Council provides street bins in public places for litter control and residential or commercial waste must not be placed in street bins. Placement of bins is at the discretion of Council staff.
- Council's Street Bin collection service includes the collection of rubbish in streets, parks, and other public places by Council's contractor on either a bi-weekly basis for peak locations, or weekly collection service for other township locations. Street Bins are supplied, owned, repaired, and replaced by Council's Contractor.
- Council may opt to work with community groups or organisations to assist with improving resource recovery in public places.

## 4 Supporting Processes and Documents

4.1 Enquiry/ Application for special circumstances (Red waste bin upgrade service).

4.2 Enquiry/ Application for green service exemption.

4.3 Customer Service Policy.

4.4 Fees and Charges Register.

## 5 Related Policies

5.1 Nil

## 6 Legislation and References

6.1 The Barossa Council Waste Management By-Law No. 7 of 2021.

6.2 Local Government Act 1999.

6.3 South Australia Public Health Act 2011, South Australian Public Health (General) Regulations 2013.

6.4 South Australia Environment Protection Act 1993

6.4.1 South Australia Environment Protection (Waste to Resources) Policy 2010

6.4.2 South Australia Waste Strategy 2020 – 2025


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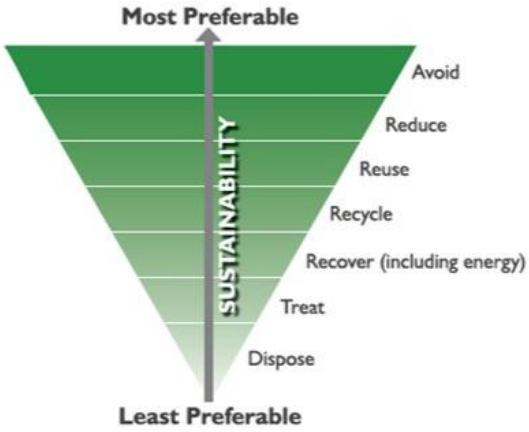
6.4.3 Waste Management Hierarchy




## 7 Review

7.1 This Policy will be reviewed by [the Council / Document Control Officer] in consultation with the relevant stakeholders, within four (4) years or more frequently if legislation or Council's need changes.

## 8 Further Information

8.1 This Policy is available on Council's website at www.barossa.sa.gov.au. It can also be viewed electronically at Council's principal office at 43-51 Tanunda Road, Nuriootpa and all Council branches, during ordinary business hours. A copy of this Policy can be obtained at those venues upon payment of a fixed fee.

8.2 Complaints regarding this Policy or its application can be made to the Customer Service team on 8563 8444 or barossa@barossa.sa.gov.au at first instance, who will refer you to the most appropriate officer according to Council's *Customer Service Policy*.

## 9 Definitions

| | |
|---|---|
| Ancillary Accommodation | 1. Is located on the same site as an existing dwelling and is ancillary to that dwelling; and<br>2. can be (but need not be) self-contained; and<br>3. contains no more than 2 bedrooms or rooms or areas capable of being used as a bedroom. |
| Approved Waste Collection Route | The route (approved between Council and the Contractor) which a service is provided for the collection and disposal of domestic waste and recyclables using 140L and/or 240L Mobile Bins outside of the Designated Waste Collection Areas, as shown in Appendix A. |
| Bin | A mobile garbage bin (MGB) provided by Council as a container for the temporary storage of waste and recycling. |
| Co-mingled Recycling | Paper and Cardboard (newspapers, magazines, egg cartons, cardboard boxes, envelopes, milk and juice cartons). Metals (tin, aluminium and steel cans, aerosol cans (empty), metal lids, aluminium foil tray and foil wrappers). Rigid Plastic (drink bottles, ice cream, yoghurt and margarine containers, milk and juice bottles, |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| | takeaway food containers, laundry and bathroom containers). Glass (bottles and jars). |
| Commercial property | A property lawfully used for a commercial, light industrial, institutional or other non-residential purpose and includes short term accommodation such as tourist accommodation in a hotel, back packer hostel or serviced apartment. |
| Common collection point | A nominated area where one or more properties places their bins for collection to access the Kerbside Waste Collection Service where it is assessed that the bin cannot be serviced from the footpath directly outside the property. |
| Designated Waste Collection Area | An area defined by Council in which a service is provided for the collection and disposal of domestic and commercial waste and recyclables using 140L and/or 240L Mobile Bins. Designated Waste Collection Areas are as marked on Council Designated Waste Collection Area maps (Appendix B) and are subject to change as a result of future subdivisions or planning requirements. |
| General (landfill) waste | That part of the waste stream remaining after the separation of organic, recyclable and hazardous or prohibited waste materials that is directed to landfill. Disposable nappies, Disposable masks, Disposable gloves, Damaged ropes and hoses, Garbage bags, Rags and old fabric, Broken glass and crockery (wrap in newspaper or place in a bag), Kitty litter crystals, Foam/polystyrene (food trays, cups and packaging). |
| Hard waste | Selected solid waste items, as specified by Council, which arise from residential properties that cannot be collected by the general waste, co-mingled or organics recycling collection services. |
| Hazardous waste | Listed waste having a characteristic described in schedule A list 2 of the *National Environment Protection (Movement of controlled waste between States and Territories) Measure*, as amended from time to time. eg explosives, flammable liquids, flammable solids. |
| Home Activity | Means a use of a site by a person resident on the site as defined in Regulation 3 of the Planning, Development and Infrastructure (General) Regulations 2017:<br>a) that does not detrimentally affect the amenity of the locality or any part of the locality; and<br>b) that does not require or involve any of the following:<br>i) assistance by more than 1 person who is not a resident in the dwelling;<br>ii) Use (whether temporarily or permanently) of a floor area exceeding 30m2;<br>iii) The imposition on the services provided by a public utility organisation of any demand or load greater that that which is ordinarily imposed by the other users of the services in the locality;<br>iv) The display of goods in a window or about the dwelling or its curtilage;<br>v) The use of a vehicle exceeding 3 tonne tare in weight. |
| Infirmed (or assisted) collection service | An infirmed bin service is a type of waste collection that may be available to residents who are unable to physically move their bins to the kerbside due to disability, medical conditions, or other impairments. This service ensures bins are collected from a designated location on the property and returned after emptying. Eligibility is subject to application, medical evidence supplied and if the Waste Contractor deems property access is safe. |


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|---|---|
| Kerbside Waste Collection Service | Council's waste management services that typically requires bin presentation on the footpath and utilises smaller capacity Bins and a collection truck with a hydraulic lifting arm on the kerb (starboard) side of the vehicle. Nominated Common Collection Points are used to facilitate this service where bins can not be serviced from the footpath. |
| Green Organics recycling | All food scraps (including dairy, meat, bones, seafood, fruit and vegetable scraps), lawn clippings, small cuttings, prunings and branches (up to 15cm wide x 60cm long), weeds, cut flowers, sawdust, tissues and paper towel, egg cartons, egg and oyster shells, coffee grounds, tea leaves and tea bags, pet waste (please place in a compostable bag or newspaper), pizza boxes, compostable paper and cardboard food packaging, compostable cups and cutlery, compostable kitchen caddy liners, shredded and small pieces of paper, newspaper. |
| Prescribed service | The collection, treatment or disposal (including by recycling) of waste. |
| Prohibited Waste | Materials that are not permitted to be placed in the kerbside collection as listed in Appendix C. |
| Recyclable material | Includes Paper and cardboard (newspapers and food packaging boxes and sleeves) Glass (bottles and cooking cars); Hard plastic (food containers and cartons); Metal (aluminium cans, tin cans and foil) Non-renewables (batteries and lightbulbs) Organic material (compostable material like food leftovers and garden waste) |
| Residential property | A property lawfully used as a dwelling or place of residence, including:<br>a. a detached or semi dwelling, row house or townhouse.<br>b. a home unit or apartment within a residential flat building or group dwelling.<br>c. caretakers' residence within a residential complex; and student accommodation, hostels, lodging and boarding houses (excluding tourist accommodation). |
| Rural Refuse Disposal Ticket | A ticket that may be purchased from Council, where eligibility criteria is met, for properties to drop-off equivalent residential kerbside bin waste at Springton Transfer Station for disposal. Eligibility criteria and cost of the ticket is subject to annual review. |
| Service Charge | Council may impose an annual Service Charge on rateable land within its area to which it provides, or makes available, a prescribed service. The Service Charge accounts for the provision of bins, collection service, administration of the service and management of the contract. |
| Service Entitled Property | Any property entitled to the relevant collection service as set out in this Policy and at locations defined by the Approved Collection Area and Route for that service. For the purposes of collection, service entitlement is based on rateable properties not on allotments or titles of land. |
| Small Business | An actively trading business that employs less than 20 people. |
| Street Bin | A receptacle for the disposal of waste and recyclable material usually in a street, park, or public area. |
| Waste Management Hierarchy | The waste management hierarchy is a tool used in Green Industries SA's strategic priorities and underpins decision making when it comes to avoiding waste and maximising economic value. The hierarchy ranks waste management options according to what has the best outcome for the environment and delivers the most efficient use of resources. |


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## 10 Document Control

| | |
|---|---|
| **Community and Corporate Plan Link:** | The Barossa Council Community Plan 2024 – 2044: Supporting a sustainable Barossa – We sustainably manage our resources and encourage sustainable practices - CS22 Waste and Resource Recovery.<br><br>The Barossa Council Corporate Plan 2025 – 2029 (2025 – 2026 Revision) Service Area CS23 – Waste and Resource Recovery – Output 1 – Waste Collection/Disposal. |
| **Document Owner:** | Director Development and Community Services |
| **Document Control Officer:** | Director Development and Community Services |

**Version history**

| Version No. | Date | Description of Change |
|---|---|---|
| 1.0 | 7/6/2009 | New Policy, June 2009. |
| 2.0 | 4/3/2018 | Waste Management Services major review. |
| 3.0 | 11/7/2019 | Amended to include availability 4.17.1 in the waste Management Services Policy, by deleting 'disposal' from the first sentence. |
| 4.0 | 20/6/2023 | Minor review. |
| 5.0 | 1/9/2025 | Substantial review. Clause 3.8.6 inserted prompted by changes to State Governments policies around ancillary accommodation. |
| | | |


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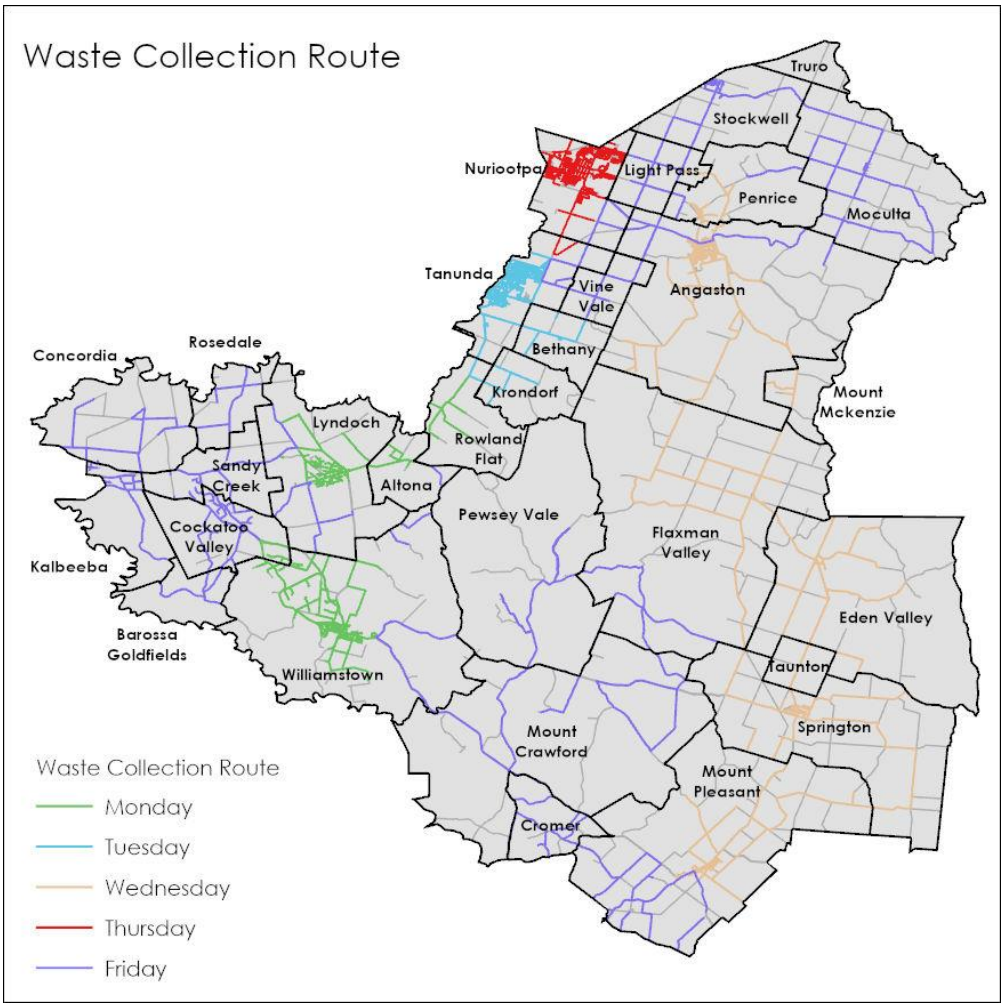
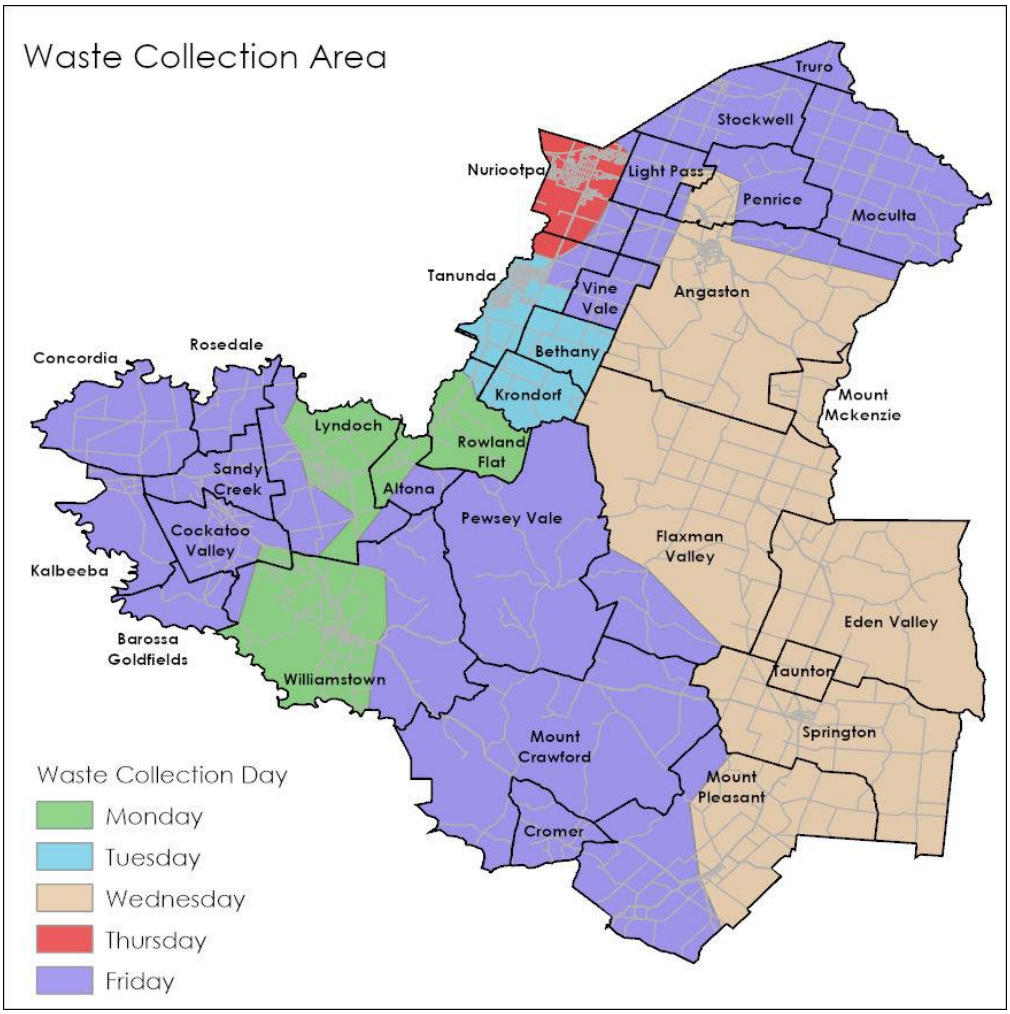
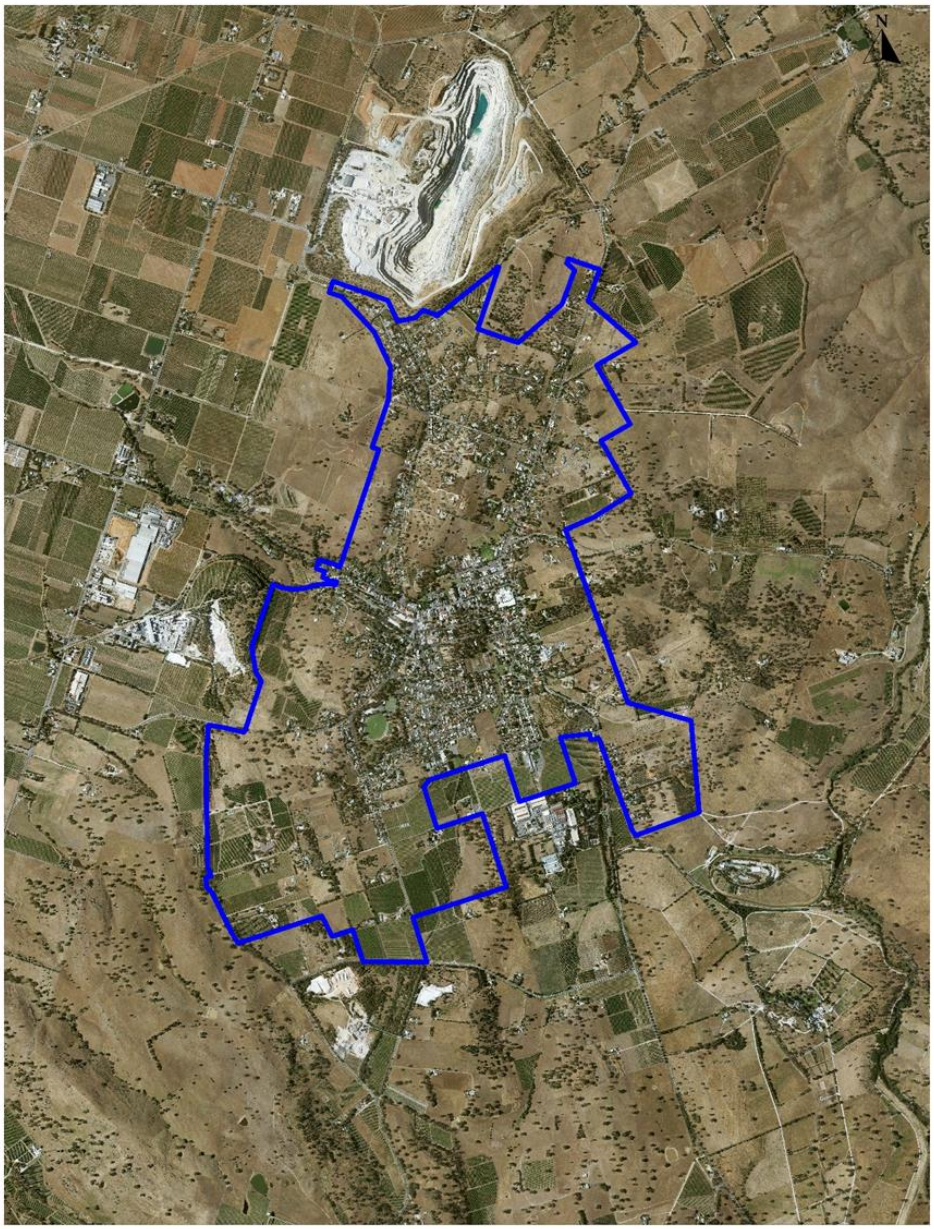
## 11 Appendix A



## 12 Appendix B



Map – 1 Angaston-Penrice Designated Collection Area

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Angaston and Penrice

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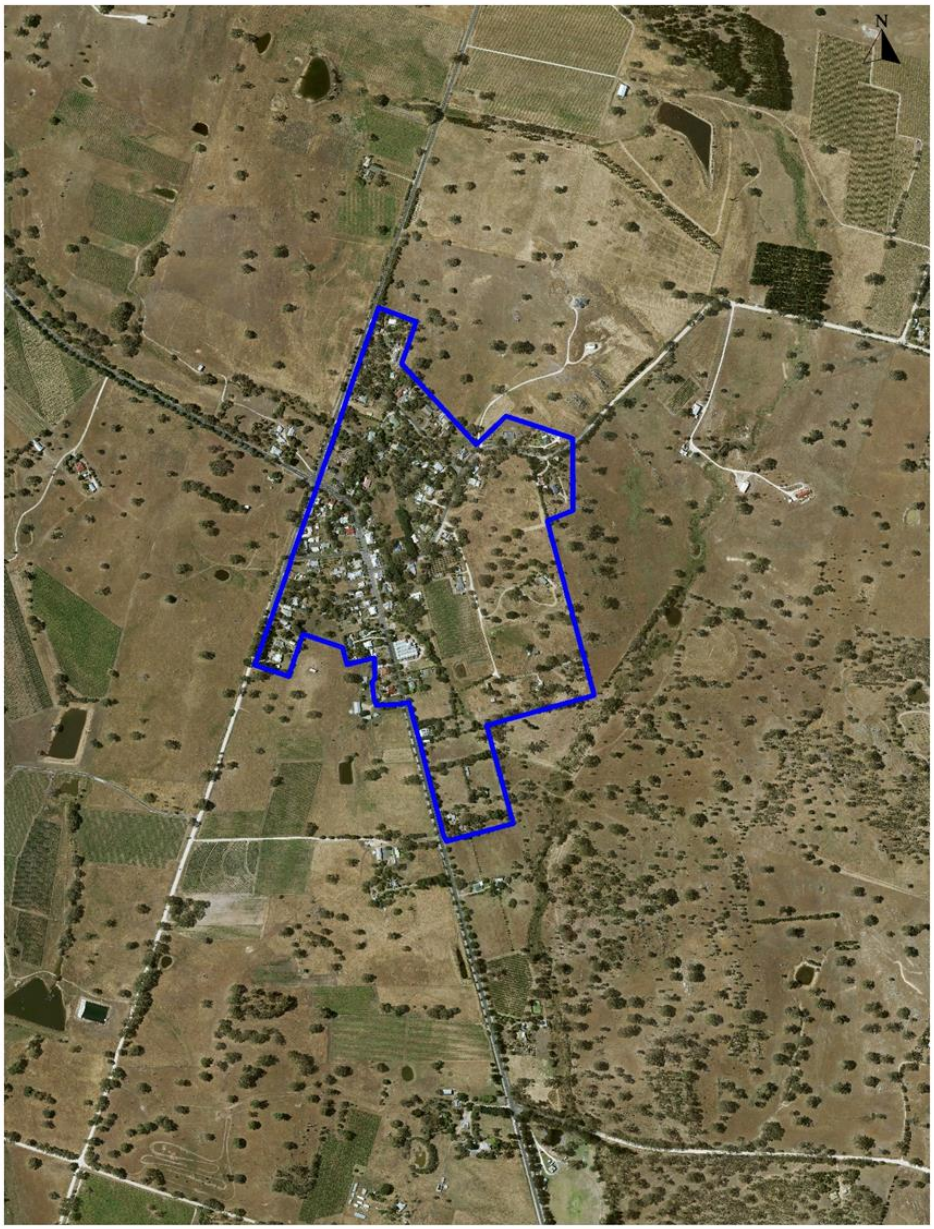
Map – 2 Eden Valley Designated Collection Area

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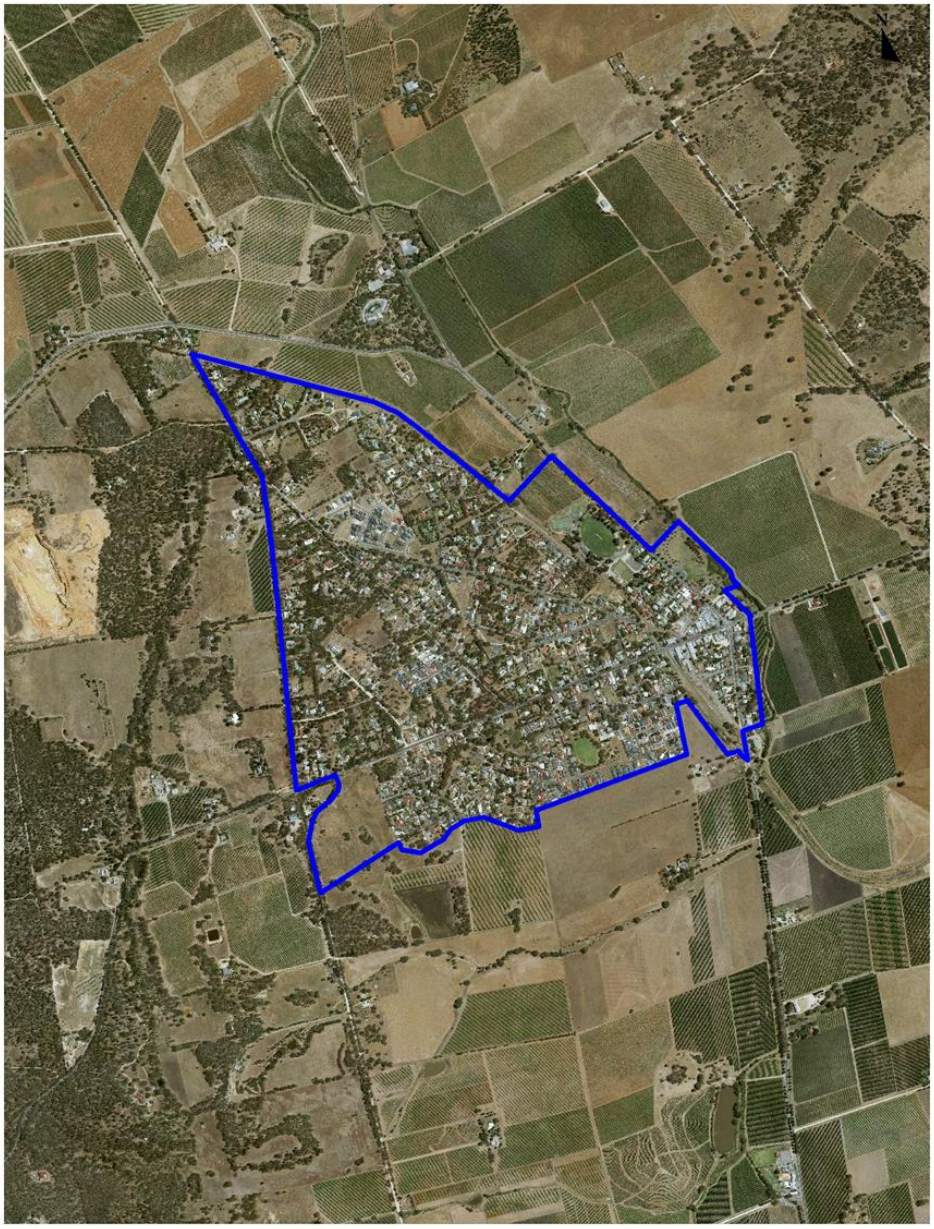
Map – 3 Lyndoch Designated Collection Area



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Map - 4 Moculta Designated Collection Area

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Moculta

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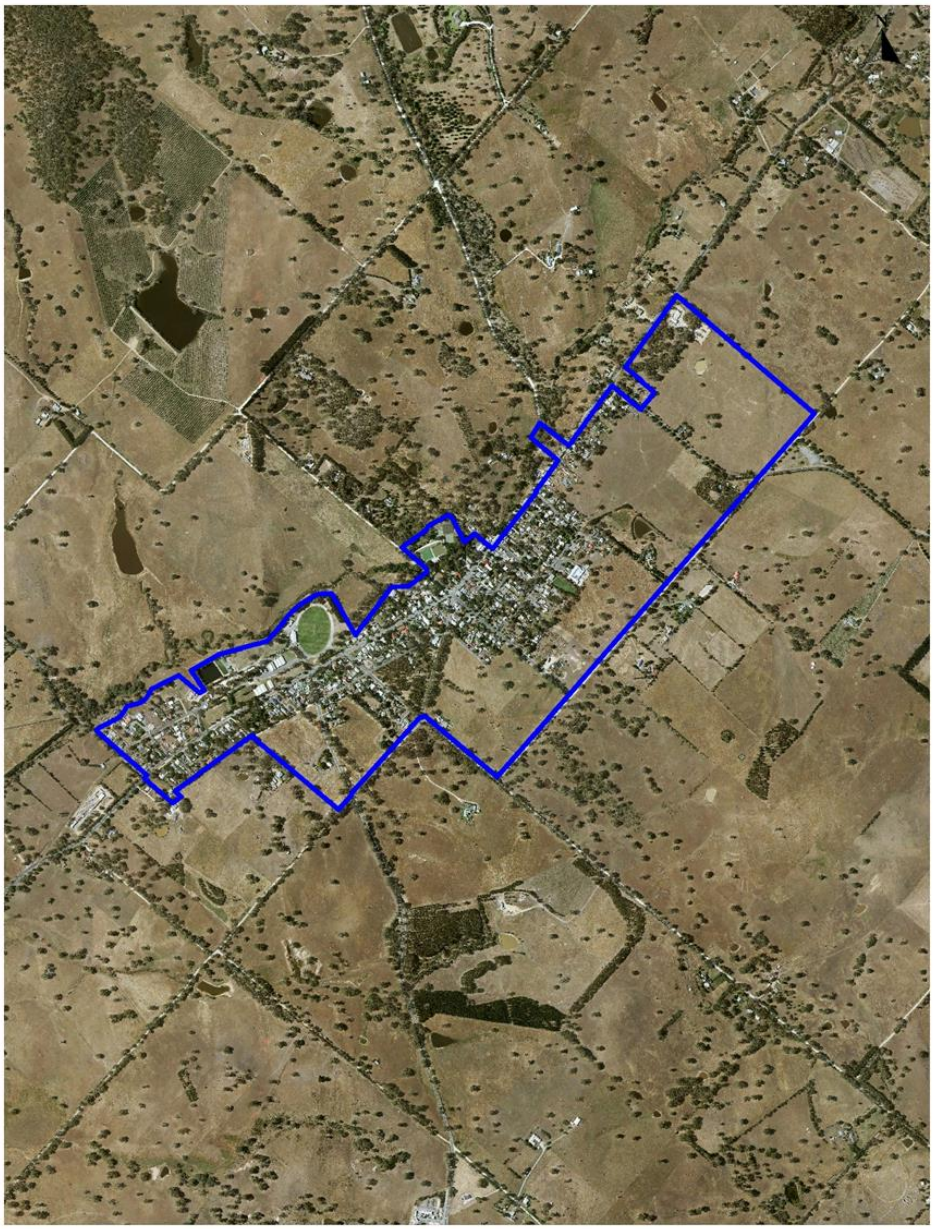
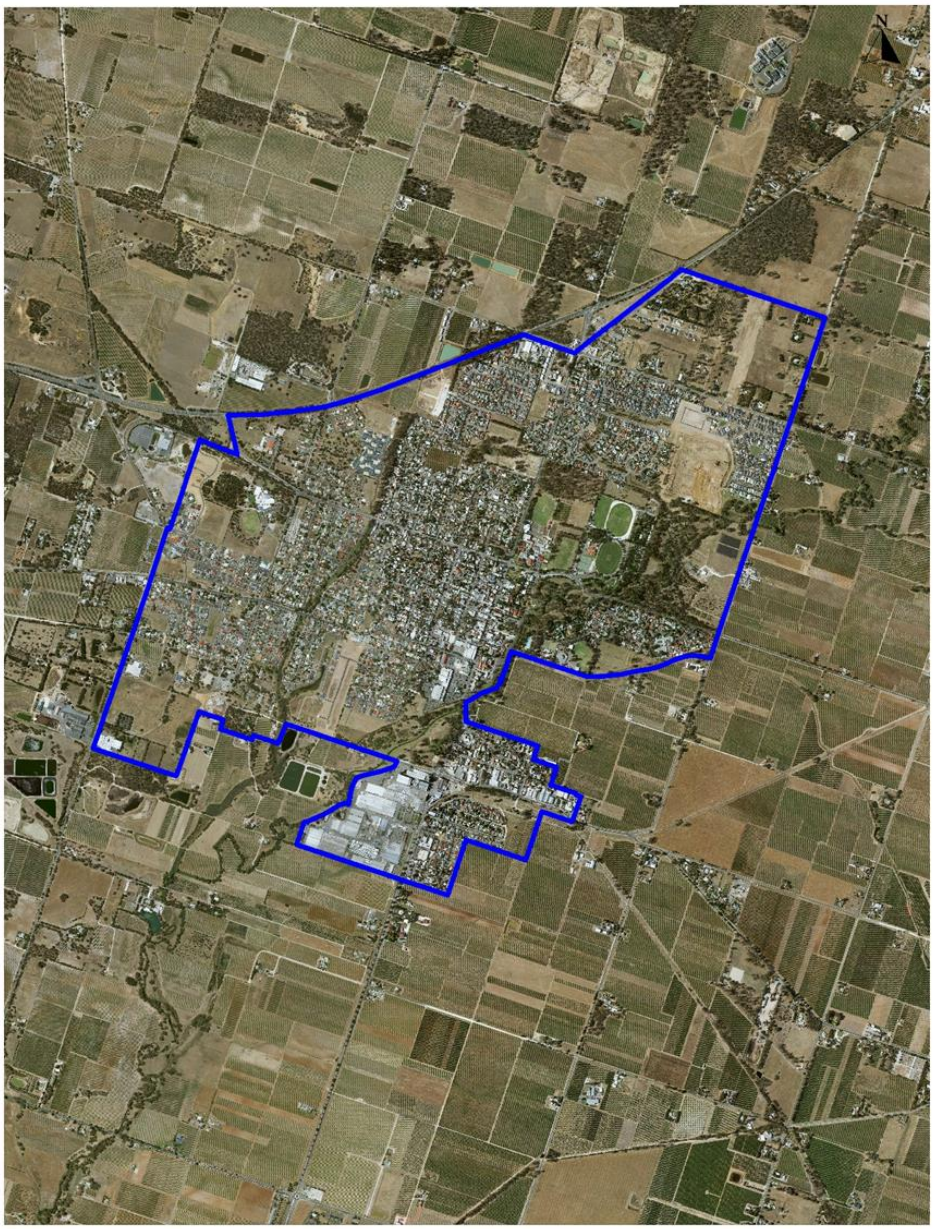
Map – 5 Mounbt Pleasant Designated Collection Area



Map – 6 Nuriootpa Designated Collection Area




The Barossa Council

Nuriootpa

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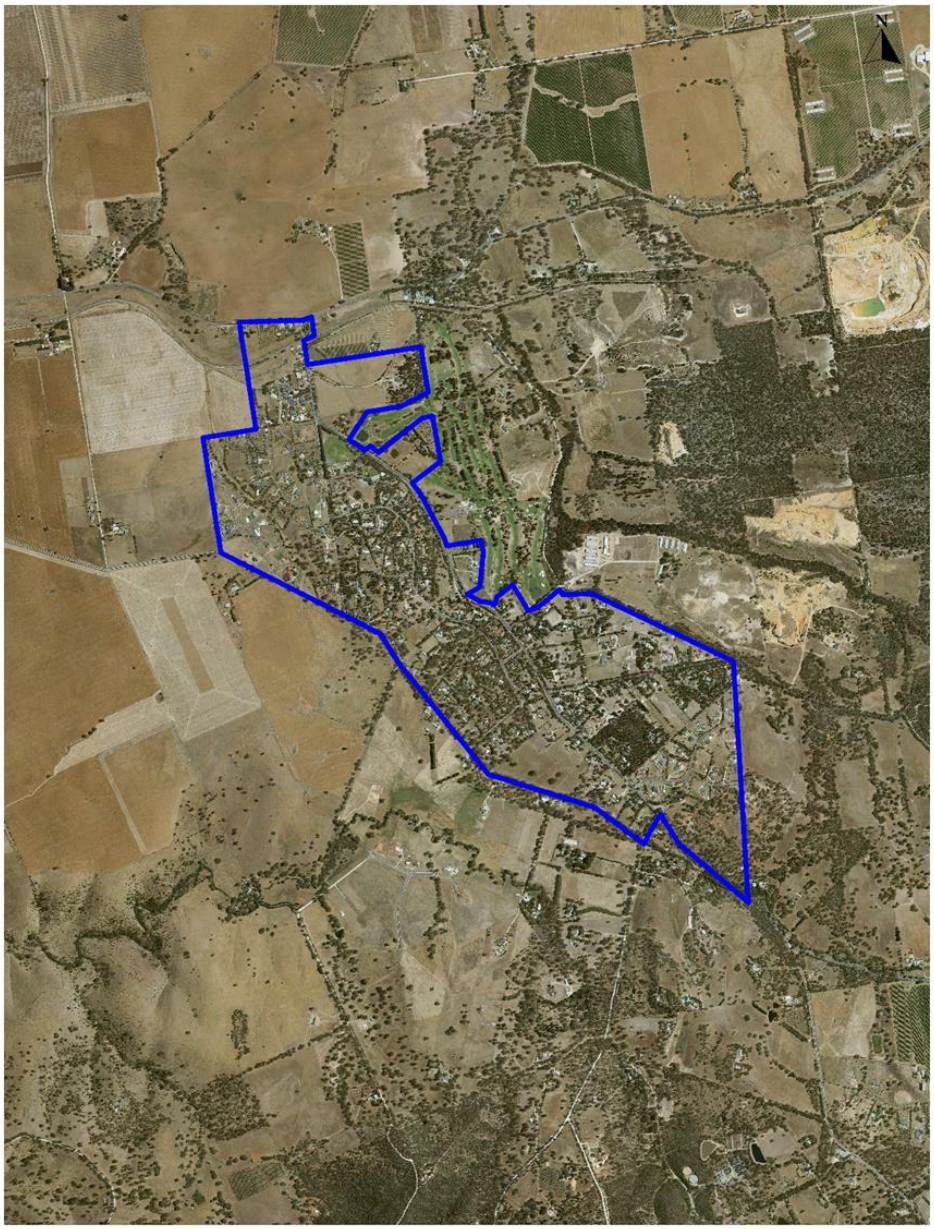
Website: www.barossa.sa.gov.au

Map – 7 Sandy Creek-Cockatoo Valley Designated Collection Area



Map – 8 Springton Designated Collection Area

The Barossa Council

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Map – 9 Stockwell Designated Collection Area

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Stockwell

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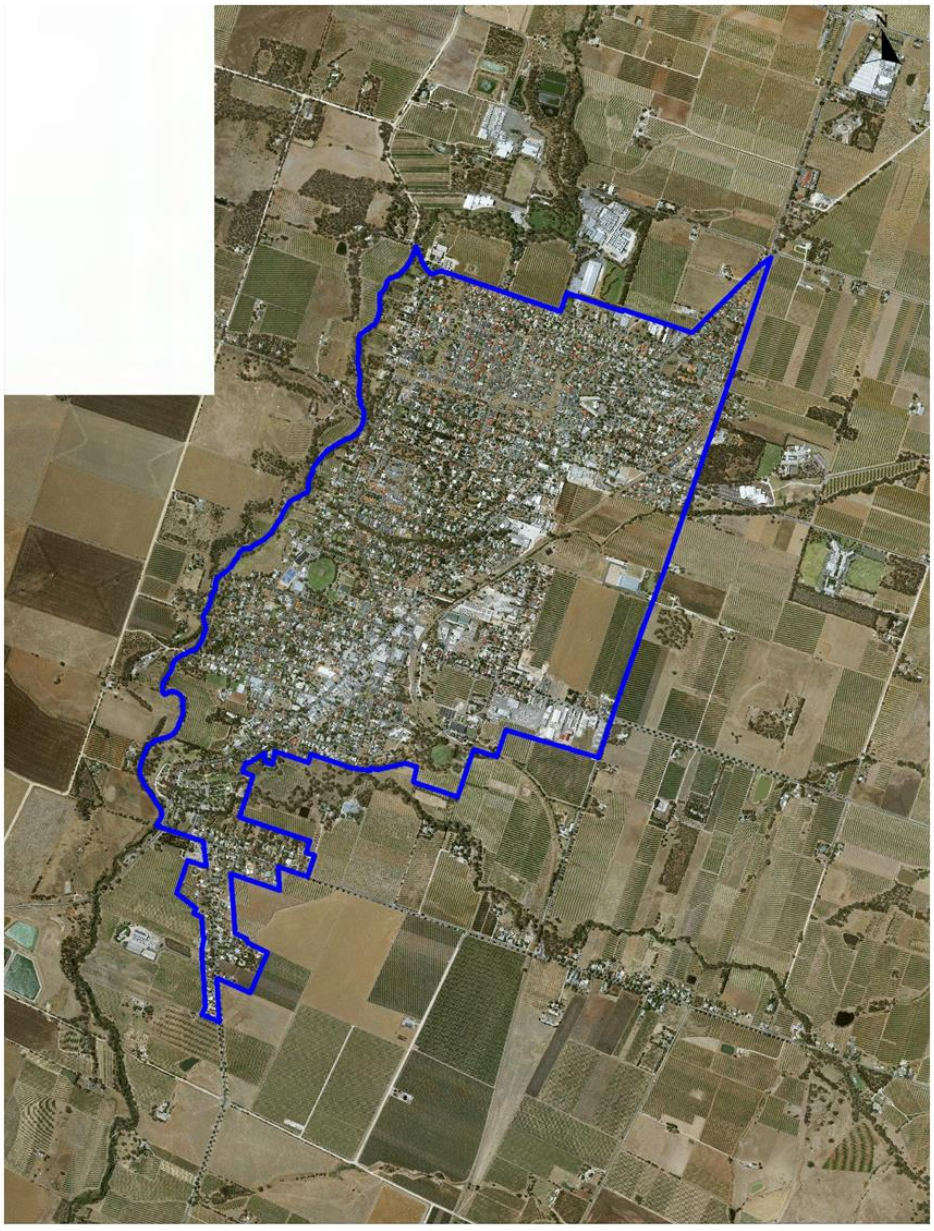
Map – 10 Tanunda Designated Collection Area

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Map – 11 Williamstown Designated Collection Area

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Williamstown

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## 13 Appendix C – Prohibited Waste In Bins

The following substances are prohibited from collection by the Kerbside Waste Collection Service:

- hot ashes;
- liquids;
- dust and fine loose material unless it is securely wrapped in paper or plastic;
- pool chemicals;
- liquid paint;
- varnishes and solvents;
- waste listed as 'dangerous substances' under the Environment Protection Act;
- car batteries;
- acids and alkalis;
- earth, gravel, rocks: building materials – concrete, bricks masonry, tiles, sand, gravel;
- asbestos;
- bitumen;
- car bodies;
- engines;
- tyres;
- explosives and ammunition;
- gas bottles;
- medical or dental practice waste (eg Syringes, X-Rays etc);
- veterinary practice waste;
- animal carcasses;
- any other article or matter that is discarded in the course of medical, dental or veterinary
- practice or research that poses a significant risk to the health of a person who comes into contact
- with it, or to the environment at large;
- radio-active waste;
- any other item or substance that may constitute a hazard to the waste collectors, or to the
- mechanism of the collection vehicle, or to the environment at large.


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# DEBATE REPORT

## 7.4 Development and Community Services

### 7.4.3 COMMUNITY BATTERY PROPOSAL FOR STOCKWELL OVAL

**Author: Sustainability Officer**
**25/71965**

**PURPOSE**

To present the final proposal for a community battery at Stockwell Oval that was originally received In Confidence and to seek Council's endorsement to commence community consultation in relation to leasing community land for this initiative.

**RECOMMENDATION**
That Council:

(1) Resolves to commence public consultation for 21 days in accordance with Council's Public Consultation Policy in relation to the proposal to enter a lease to occupy community land for the purpose of establishing a Community Battery by the Department for Energy and Mining (DEM) at the Stockwell Oval;

(2) Grants delegation to the CEO to enter a Lease Agreement for the Community Battery with the Department for Energy and Mining for a period of up to 15 years, following the public consultation process, subject to no objections being received;

(3) Shall require staff to bring a further report to Council for final determination, following the public consultation process in event that objections are received.

**REPORT**

Introduction
At the Council Meeting 18 March 2025, Council agreed to enter a Memorandum of Understanding (MoU) with the State Government to explore a Community Battery proposal at Stockwell Oval (Decision: CO 2022-26/661).

The Community Battery Initiative is part of the Government of South Australia's *emPowering SA* program which is delivering 18 community batteries across South Australia for the direct benefit of South Australian government nominated households facing cost of living pressures. *emPowering SA* is also supported by the Australian Government's $200m Community Batteries for Household Solar program through the Department of Climate Change, Energy, the Environment and Water (DCCEEW), and the Australian Renewable Energy Agency's (ARENA's) Advancing Renewables Program.

Extensive desktop and on-site technical assessments of the south-west corner of Stockwell Oval have now been completed and a Development Application has been submitted by The Department for Energy and Mining.

As the proposed lease term for the community land is 15 years, the initiative must go to public consultation. DEM has requested that community consultation begin as soon as possible. While some final network and planning checks might still be running parallel, there is sufficient confidence to proceed with public consultation. DEM will provide the information required for consultation and Administration will facilitate the consultation using Council systems.

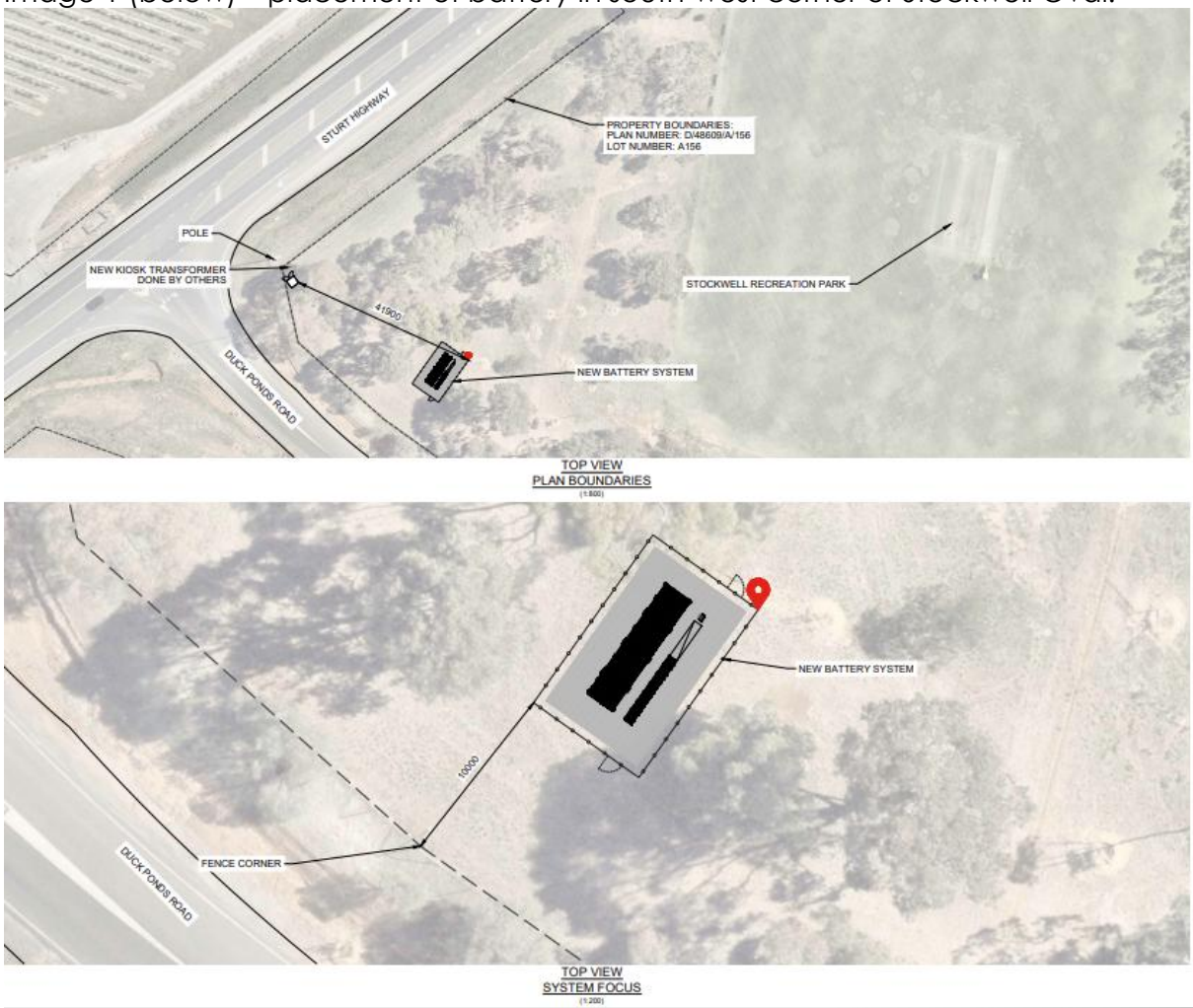
This report provides information about the final proposed location for the Community Battery proposed at Stockwell Oval and asks Council to endorse commencement of public consultation about leasing the space to DEM for the purpose of hosting a community battery.

Discussion

Placement of battery and new electrical transformer.

The south-west corner of Stockwell Oval has been surveyed in detail and the final position of the battery considers, the location of easements for all underground services including CWMS pipes, proximity and access to suitably sized electricity infrastructure, and the impact on existing vegetation and trees.

Image 1 (below) – placement of battery in south-west corner of Stockwell Oval.




The total fenced area to host the battery is approximately 12 metres long and 8 metres wide. The fencing itself will be at most 2.1 metres high, whilst the battery equipment (positioned within the fence line) will be approximately 2.4 metres high. The battery

will be constructed within existing trees, with no significant or at-risk native grasses identified in the immediate area.

A new dedicated electrical transformer will be installed to support the battery so the electrical capacity available to Stockwell Oval will not be impacted by this development. There are no easements outside the immediate fenced area required to connect the battery to the transformer. The transformer will be installed as close as possible to the overhead power pole (on the highway roadside) to limit easement infringement into community land.

Temporary fencing to support construction of the asset and access for construction will be along the fence line of Duck Ponds Road. DEM is committed to minimising disruption, re-establishing any impacted areas to pre-access conditions, and construction will not impact access or use of oval by community groups.

Visual considerations

The battery is positioned beyond the established tree line of the oval and is unlikely to be clearly seen when looking from the club rooms.

The battery is visible from Duck Ponds Road and the Sturt Highway. The State Government has committed in the Development Application to working with Council to ensure that Ecologically Sustainable Design Principles (ESD) are achieved. The State project team intends to design fencing around the battery in conjunction with Council to ensure it meets Council, community, and project expectations regarding visual amenity (for example colours, landscaping and plantings that compliments the surrounds and local presentation standards), security and maintenance.

Image 2 (below) – Artist impression of battery in urban setting, noting that shaded dotted box represents fencing. ESD principles are also not yet represented in this impression, but DEM is committed to meeting the local requirements including the Character Preservation (Barossa Valley) Act 2012.

Proposed Lease term

The key lease, planning and development approval conditions are:

- A minimum 15-year lease term.
- A low-value peppercorn lease,
- No rates payable for the use of the land,
- Site maintenance to be continued by Local Government up to the edge of the asset (outside the fenced area),
- Regular passive surveillance. This condition is considered met with no further action required from Council. The visibility of the oval from the roadside and active use of the greater areas at the oval as it, meets the condition.

Financial

Other than the in-kind contributions made by Local Governments, by way of favourable lease and rates and surrounding site maintenance, there are no ongoing costs to Council.

Under the Lease conditions, the South Australian Government is prepared to commit to returning the site to its original condition at the end of the usable life of the battery. There will be no cost to Council for any part of the project including but not limited to site preparation, installation, or connection.

Community benefit

As a program, *emPowering SA* will deliver direct benefits to more than 10,000 South Australian government nominated households facing cost of living pressure, through a retail electricity rate 25 percent below the Default Market Offer (DMO, the default price for electricity). The Stockwell battery will contribute to this with a capacity sufficient to support benefits between 600 – 650 households once the battery is installed and operational.

On current figures, a typical household benefitting from *emPowering SA* could save up to $575 off their annual electricity bill (based on the annual saving estimate for a new residential customer when compared to the 2025-2026 DMO with an annual energy consumption of 4000 kilowatt-hours per year).

The Government of South Australia wants to ensure that communities hosting a battery receive priority access to *emPowering SA* benefits for their community members. For this reason, eligible Housing SA tenants in the Barossa Council will be among the first to be offered the opportunity to take up places in *emPowering SA* made available by this battery, once it is installed and operational.

Every household benefiting from *emPowering SA* will be in a home that cannot support its own solar panels or a battery. This ensures these South Australians are not locked out from accessing renewable energy technologies and the benefits it can provide.

The battery will benefit the wider Barossa community in general by keeping more renewable energy in the Barossa, contribute to network stability, and deliver local environmental benefit.

*Summary and Conclusion*
In March 2025, Council agreed to enter a confidential MoU to explore the feasibility of a community battery at Stockwell Oval. The assessments have returned favourably and a location in the south-west corner of Stockwell Oval has been identified for the initiative.

The proposed battery is part of the Government of South Australia's *emPowering SA* program that will support lower energy bills for nominated households, with eligible Housing SA tenants in the Barossa Council will be among the first to be offered the opportunity. More broadly the battery will also keep more renewable energy in the Barossa and contribute to the regions network stability.

The proposed lease term for the community land that will host the community battery is 15 years, which requires that the initiative goes public consultation. DEM has requested that community consultation begin as soon as possible. While some final network and planning checks might still be running parallel, there is sufficient confidence to proceed with public consultation.

Council will facilitate the consultation process using Council systems with DEM's support.

## ATTACHMENTS OR OTHER SUPPORTING REFERENCES

Nil

*Supporting references*
ARENA funds national community battery roll out - Australian Renewable Energy Agency (ARENA)

## COMMUNITY PLAN / CORPORATE PLAN / LEGISLATIVE REQUIREMENTS

**Community Plan**

Supporting a sustainable Barossa.

Strategic Outcome

- We support actions that manage our environment for future generations.

**Corporate Plan**

CS17 Natural Resources - Regional development and management of the environment including natural resource management to ensure the region is managed sustainably and the environment is protected and enhanced

CS6 Community - To help the prosperity and wellbeing of the community. Community grants programs. Support for community groups – networking, advice, input to The Big Project

Legislative Requirements

Nil

## RISK MANAGEMENT CONSIDERATIONS

These statements are qualitative in nature and designed to provide an indication of Council's general position when deciding to take or retain risk in pursuit of its objectives.

**1. SERVICE DELIVERY**

*Refers to the delivery of services to the community, which includes the systems and physical assets that enable provision of these services, including structures (such as roads, buildings and facilities) as well as IT infrastructure, plant, vehicles & other equipment.*

The community battery will provide long term benefit to the community. The area of land proposed for lease is unlikely to be actively used for other community development. Temporary fencing to support construction of the asset and access for construction will be along the fence line adjacent to Duck Ponds Road. DEM is committed to minimising disruption, re-establishing any impacted areas to pre-access conditions, and construction will not impact access or use of oval by community groups.

**2. SUSTAINABILITY & ENVIRONMENT**

*Relates to measures to preserve, protect and minimise impact on the natural environment, including sacred and indigenous lands, flora, fauna, heritage, water, waste, hazardous materials and pollution.*

The community battery will be constructed within existing trees, with no significant or at-risk native grasses identified in the immediate area.

**3. FINANCIAL**

*Refers to planning and control of Council's budget to align with the sustainable achievement of the desired outcomes articulated in its Community Plan.*

Other than the in-kind contributions made by Local Governments, by way of favourable lease and rates and surrounding site maintenance, there are no ongoing costs to Council. At the end of the lease the site will be returned to its original condition at the end of the usable life at no cost to Council.

**4. PEOPLE**

*Relates to recruitment, retention, wellbeing and safety of employees and volunteers and engagement and management of contractors as well as the wellbeing and safety of the community.*

Nil

**5. REPUTATION**

*Relates to policy, decisions, actions and circumstances that may cause Council to lose credibility with the community, ratepayers, key stakeholders, other levels of government and its own employees and contractors.*

The initiative aligned with Community Plan goals to support a sustainable Barossa.

## COMMUNITY ENGAGEMENT

As the proposed lease term for the community land is 15 years, the initiative must go to public consultation for 21 days in accordance with Council's Public Consultation Policy.

Administration will ensure that key stakeholders that use the Stockwell Oval are notified of the proposal and public consultation process.

Public consultation notification will be by local print (The Leader) and electronic community notices.

# COVER SHEET

# CONFIDENTIAL REPORT

## 16 September 2025

## Council Meeting

### 8.1 Office of the Mayor and CEO

### 8.1.1 SUPREME COURT CASE MATTER - UPDATE

There is strong public interest in enabling members of the public to observe Council's transparent and informed decision-making. This helps to ensure accountability, maintain transparency of public expenditure, facilitate public participation, assist public awareness and allow for the scrutiny of information. Attendance at a Council meeting is one means of satisfying this interest. The public will only be excluded from a Council meeting when the need for confidentiality pursuant to Section 90(2) of the Act outweighs the public interest of open decision-making.

In this matter, the reasons that receipt, consideration or discussion of the information or matter in a meeting open to the public would be contrary to the public interest are that it contains information that is related to the Supreme Court Case between Councils and TTEG.

On balance, the above reason which supports the need for confidentiality pursuant to Section 90(2) of the Act outweighs the factors in favour of the public interest of open decision-making.

**RECOMMENDATION**
That Council:

(1) Under the provisions of Section 90(2) of the *Local Government Act 1999*, make an order that the public be excluded from the meeting with the exception of the Deputy Chief Executive Officer, Director Development and Community Services, Director Infrastructure and Environmental Services and the Minute

Secretary, in order to consider in confidence a report relating to being information that must be considered in confidence pursuant to:

Section 90(3)(i) of the *Local Government Act 1999:*

information relating to actual litigation, or litigation that the council or council committee believes on reasonable grounds will take place, involving the council or an employee of the council;

(2) Accordingly, on this basis, Council is satisfied that public interest in conducting meetings in a place open to the public has been outweighed by the need to keep the information and discussion confidential in order that it contains informatioin that is related to the Supreme Court Case between Councils and TTEG.