

GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY

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Dear Member,

NOTICE OF MEETING

Notice is hereby given pursuant to Clause 6 of the Charter that a meeting for the GRFMA Board has been called for:

DATE: Thursday, 9 December 2021

TIME: 9:45am

PLACE: City of Playford

Venue: Civic Centre, 10 Playford Boulevard, Elizabeth



David E Hitchcock

EXECUTIVE OFFICER

AGENDA

GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY BOARD

ORDINARY MEETING

9:45am Thursday, 9 December 2021

City of Playford

Civic Centre, 10 Playford Boulevard, Elizabeth

1. Meeting of the Board

- 1.1 Welcome by the GRFMA Chairperson
- 1.2 Present (please sign the Attendance Register)
- 1.3 Apologies
- 1.4 Appointment of Observers
- 1.5 Declarations of Interest

2. Confirmation of Minutes

- 2.1 GRFMA Ordinary Meeting Minutes.....Page 4
- 2.2 GRFMA Confidential Meeting Minutes..Page 14
- 2.3 Actions on Previous Resolutions.....Page 15
- 2.4 Matters Arising from the Minutes

3. Questions on Notice

Nil

4. Motions on Notice

Nil

5. Presentations

- 5.1 Cate Hart, Executive Director, Environment, Heritage and Sustainability – Department for Environment and Water

Ms Hart will be in attendance to speak to Agenda Item 8.1 Gawler River Flood Mitigation.

6. Audit Committee

Minutes 23/11/2021 as attached.....Page 16

7. Technical Assessment Panel

Refer confidential item 10.1.

8. Reports

8.1	Gawler River Flood Mitigation, Department for Environment and Water.....	Page 20
8.2	Stormwater Management Plan Progress Report.....	Page 27
8.3	GRFMA Strategic Plan and Charter Review 2.....	Page 30
8.4	Financial Report and Budget Review 1.....	Page 35
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8.8	GRFMA Schedule of Meetings.....	Page 80

9. Correspondence

Nil

10. Confidential

10.1	Contract for Services Bruce Eastick North Para Flood Mitigation Dam Repairs....	Page 81
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11. Urgent Matters Without Notice

12. Next Meeting

Date and Time: 9:45am, Thursday 17 February 2022
Host: Light Regional Council

13. Closure

Agenda Item: **2.1**
Committee: **Board**
Meeting Date: **9 December 2021**
Title: **GRFMA Ordinary Meeting Minutes**

Recommendation:

That the Minutes of the Gawler River Floodplain Management Authority Board meeting held 21/10/2021 be confirmed as a true and accurate record of that meeting.

Refer attachment

MINUTES

GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY BOARD

9:45am Thursday 21 October 2021

Council Chambers – Adelaide Plains Council – 2a Wasleys Road, Mallala

1. Meeting of the Board

1.1 Welcome by the GRFMA Chairperson

Mr Ian Baldwin formally welcomed Board Members, Deputy Board Members, Mayor Mark Wasley, Observers and the Executive Officer and opened the 129th meeting of the Board.

1.2 Present

- Mr Ian Baldwin, Independent Board Member, Chair
- Cr Terry-Anne Keen, Adelaide Plains Council, Board Member
- Mr James Miller, Adelaide Plains Council, Board Member
- Cr Malcolm Herrmann, Adelaide Hills Council, Board Member
- Mr Ashley Curtis, Adelaide Hills Council, Board Member
- Cr Russell Johnstone, The Barossa Council, Deputy Board Member
- Mr Gary Mavrinac, The Barossa Council, Board Member
- Cr Paul Koch, Town of Gawler, Board Member
- Mr Sam Dilena, Town of Gawler, Board Member
- Mr Greg Pattinson, City of Playford, Board Member
- Mr David Hitchcock, Executive Officer

1.3 Apologies

- Mayor Bim Lange, The Barossa Council, Board Member
- Cr William Close, Light Regional Council, Board Member
- Mr Brian Carr, Light Regional Council, Board Member

1.4 Appointment of Observers

GRB 21/81 Observers
Moved: Cr T Keen
Seconded: Mr J Miller

That Cr J Lush Adelaide Plains Council, Deputy Board Member, be appointed as Observer.

CARRIED UNANIMOUSLY

1.5 Declarations of Interest

Nil

2. Confirmation of Minutes

2.1 GRFMA Ordinary Meeting Minutes

GB21/82 GRFMA Ordinary Meeting Minutes

Moved: Cr M Herrmann

Seconded: Mr R Johnstone

That the Minutes of the Gawler River Floodplain Management Authority Board meeting held 19 August 2021, as amended, be confirmed as a true and accurate record of that meeting.

CARRIED UNANIMOUSLY

Amendments noted as:

- Inserting notation that the GRFMA Chair recognised and extended welcome to Mayor Redman, Town of Gawler.
- Item 5.1 to identify that the presentation by Ms Sally Jenkins was provided via electronic means.

2.2 GRFMA Special Meeting Minutes

GB21/83 GRFMA Special Meeting Minutes

Moved: Mr G Mavrinac

Seconded: Mr M Miller

That the Minutes of the Gawler River Floodplain Management Authority Special Board meeting held 27 September 2021 be confirmed as a true and accurate record of that meeting.

CARRIED UNANIMOUSLY

2.3 GRFMA Confidential Meeting Minutes

GB21/84 GRFMA Confidential Meeting Minutes

Moved: Mr G Mavrinac

Seconded: Mr S Dilena

That the confidential Minutes of the Gawler River Floodplain Management Authority Special Board meeting held 27 September 2021 be confirmed as a true and accurate record of that meeting.

CARRIED UNANIMOUSLY

2.4 Actions on Previous Resolutions

The Executive Officer noted that investigations regarding CCTV at the BENPFM Dam are in progress and removal (painting over) of the Graffiti is scheduled.

3. Questions on Notice

Nil

4. Motions on Notice

Nil

5. Presentations

Nil

6. Audit Committee

Nil

7. Technical Assessment Panel

Refer confidential item 10.1.

8. Reports

8.1 Financial Report

GB21/85 Financial Report
Moved: Cr M Herrmann
Seconded: Cr T Keen

That the GRFMA Board receives the financial report as of 30 September 2021 showing a balance of \$238,111.93 total funds available.

CARRIED UNANIMOUSLY

8.2 Stormwater Management Plan Progress Report

GB21/86 Stormwater Management Plan Progress Report
Moved: Mr G Pattinson
Seconded: Mr J Miller

That the GRFMA Board receives the report.

CARRIED UNANIMOUSLY

8.3 GRFMA Charter Review 2 – Funding Model

GB21/87 GRFMA Charter Review 2 – Funding Model
Moved: Cr T Keen
Seconded: Cr M Herrmann

That the GRFMA Board:

- 1. Receives the report.*
- 2. Notes the pending 29 October 2021 GRFMA Strategic Plan discussions with the respective Mayors and Chief Executive Officers.*
- 3. Receives a further report at the December 2021 GRFMA meeting.*

CARRIED UNANIMOUSLY

In discussion of item 8.3 members noted the draft model is currently conceptual and will require further discussion and Council feedback before any further progress is made. It is not to be considered as a proposal or solution.

It was agreed that any discussion on percentages of contributions will be a challenging conversation and noted the clear view that the framework reinforces the position that funding of any large flood mitigation infrastructure will be beyond the capacity of Constituent Councils without State and Federal funding.

In considering consultation with Constituent Councils the meeting determined that should any Council wish additional detailed presentation of the model components, to assist discussion, then this would be at Councils discretion and cost.

It was also agreed that the above comments should be relayed to the 29 October 2021 GRFMA Strategic Plan discussions with the respective Mayors and Chief Executive Officers.

8.4 GRFMA Strategic Plan

GB21/88 GRFMA Strategic Plan

Moved: Mr G Pattinson

Seconded: M G Mavrinac

That the GRFMA Board:

1. *Notes the "on hold" status of the GRFMA Strategic Plan.*
2. *Receives a further report on outcomes of discussions with the respective Mayors and Chief Executive Officers.*

CARRIED UNANIMOUSLY

9. Correspondence

Nil

10. Confidential

10.1 Tenders – Bruce Eastick North Para Flood Mitigation Dam Repairs

GB21/89 Tenders – Bruce Eastick North Para Flood Mitigation Dam Repairs

Moved: Cr R Johnstone

Seconded: Cr T Keen

That:

1. *Pursuant to Section 90(2) of the Local Government Act 1999, an Order is made that the public be excluded from attendance at the meeting, with the exception of:*
 - *Executive Officer; and*
 - *Observers**in order to consider in confidence agenda item 10.1 pursuant to Section 90(3)(k) of the Local Government Act 1999 on the basis of : tenders for the supply of goods, the provision of services or the carrying out of works.*
2. *This matter is confidential because the information herein provides commercial terms and conditions for Tenders received for Bruce Eastick North Para Flood Mitigation Dam (BENPFM Dam) repairs and would provide advantage to a third party for negotiations regarding the service.*
3. *On the basis of this information, the principle that meetings of the GRFMA Board should be conducted in a place open to the public has been outweighed in this instance: the Board consider it necessary to consider this matter in confidence.*

CARRIED

10:50am – confidential session commenced.

11:15am – the meeting adjourned for a short break.

11:30am – the meeting reconvened.

GB21/90 Tenders – Bruce Eastick North Para Flood Mitigation Dam Repairs

Moved: Mr A Philpott

Seconded: Mr G Pattinson

- Kept Confidential

GB21/91 Tenders – Bruce Eastick North Para Flood Mitigation Dam Repairs

Moved: Cr M Herrmann

Seconded: Cr T Keen

That:

1. *Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following aspects of item 10.1 Tenders received for Bruce Eastick North Para Flood Mitigation Dam repairs be kept confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(k) of the Local Government Act 1999:*
 - *Minutes*
 - *Report for Item 10.1*
 - *Attachments relating to deliberations of report 10.1*
2. *This order shall operate until reviewed and determined as part of the annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.*

CARRIED UNANIMOUSLY

11:34am – confidential session concluded.

The Board brought forward item 10.3.

10.3 Review of the Register of Confidential Items

GB21/95 Review of the Register of Confidential Items

Moved: Mr J Miler

Seconded: Cr R Johnstone

That:

1. *Pursuant to Section 90(2) of the Local Government Act 1999, the meeting orders that the public be excluded from attendance at this part of the meeting relating to Item 10.3 Review of the Register of Confidential Items, excepting the following persons:*
 - *Executive Officer; and*
 - *Observers**to enable the meeting to consider in confidence agenda Item 10.3 on the basis that the meeting considers it necessary and appropriate to act in a meeting closed to the public (excepting the persons listed above) pursuant to Sections 90(3)(a)(d)(e)(k) of the Local Government Act 1999 in order to receive, discuss or consider in confidence the information or matter relating to Item 10.3:*
 - (a) *information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead)*
 - (d)(i) *commercial information of a confidential nature (not being a trade secret) the disclosure of which could reasonably be expected to prejudice the commercial position of the person who supplied the information, or to confer a commercial advantage on a third party*

- (d)(ii) commercial information of a confidential nature (not being a trade secret) the disclosure of which would, on balance, be contrary to the public interest Ordinary Council Meeting Agenda 28 September 2021
- (e) matters affecting the security of the council, members or employees of the council, or council property; or the safety of any person
- (k) tenders for the supply of goods, the provision of services or the carrying out of works
2. Accordingly, on this basis, the principle that meetings of the GRFMA Board should be conducted in a place open to the public has been outweighed by the need to keep the information or matter confidential.

CARRIED UNANIMOUSLY

11:35am – confidential session commenced.

GB 21/96 Review of the Register of Confidential Items

Moved: R T Keen

Seconded: Mr G Mavrinac

That the GRFMA Board:

1. *Releases the following items from confidence:*

20/96	10/12/20	10.1	Bruce Eastick North Para Flood Mitigation Dam	Report and attachments
21/15	11/02/21	10.1	Executive Officer Review	Report and attachment
21/19	17/03/21	2.1	Tenders Storm Water Management Plan	Report, attachments and minutes
21/35	15/04/21	10.1	Tenders Strategic Plan	Report and attachment
21/51	17/06/21	10.1	Tenders Records Management	Report and attachments

2. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following items from the Board meeting held 13/6/2019 for item 10.1 Lower level outlet pipe and stilling basin repairs Bruce Eastick North Para Flood Mitigation Dam remain confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(d) of the Local Government Act 1999:

- Minutes for Item 10.1
- Discussion for Item 10.1
- Report for Item 10.1
- Attachments for Item 10.1

This order shall operate until reviewed and determined as part of the 2022 annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.

3. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following items from Board resolution 19/82 item 10.1 Bruce Eastick North Para Flood Mitigation Dam remain confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(d) of the Local Government Act 1999:

- Report for Item 10.1
- Attachments for Item 10.1

This order shall operate until reviewed and determined as part of the 2022 annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.

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4. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following items from Board resolution 0/36 item 10.2 Lower Level Outlet Pipe Basin remain confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(d) of the Local Government Act 1999:
- Report for Item 10.2.
 - Attachments for item 10.2.
- This order shall operate until reviewed and determined as part of the 2022 annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.*
5. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following items from Board resolution 20/79 item 10.1 Lower Level Outlet Pipe remain confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(d) of the Local Government Act 1999:
- Report for Item 10.1
 - Attachments for Item 10.1
- This order shall operate until reviewed and determined as part of the 2022 annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.*
6. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following items from Board resolution 21/54 item 10.2 Lower Level Outlet Pipe remain confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(d) of the Local Government Act 1999:
- Report for Item 10.2
 - Attachments for Item 10.2
- This order shall operate until reviewed and determined as part of the 2022 annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.*
7. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following items from Board TAP resolution 21/03 item 5 Tenders Bruce Eastick Dam remain confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(d) of the Local Government Act 1999:
- Report for Item 5
 - Attachments for Item 5
- This order shall operate until reviewed and determined as part of the 2022 annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.*
8. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following items from Board TAP resolution 21/06 item 6 Tenders Bruce Eastick Dam remain confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(d) of the Local Government Act 1999:
- Report for Item 6
 - Attachments for Item 6
- This order shall operate until reviewed and determined as part of the 2022 annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.*
-

9. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following items from Board resolution 21/70 item 10.1 TAP Tenders Bruce Eastick Dam remain confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(k) of the Local Government Act 1999:

- Report for Item 10.1
- Attachments for Item 10.1

This order shall operate until reviewed and determined as part of the 2022 annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.

CARRIED UNANIMOUSLY

11:42am – confidential session concluded.

10.2 Executive Officer Review 2021

GB21/92 Executive Officer Review 2021

Moved: Mr G Mavrinac

Seconded: Mr G Pattinson

That:

1. Pursuant to Section 90(2) of the Local Government Act 1999, an Order is made that the public be excluded from attendance at the meeting, with the exception of:
 - Observers*in order to consider in confidence agenda item 10.2 Executive Officer Contract pursuant to Section 90(3)(a) of the Local Government Act 1999 on the basis of : containing information the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).*
2. *This matter is confidential because the information herein provides commercial terms and conditions for the position of GRFMA Executive Officer.*
3. *On the basis of this information, the principle that meetings of the GRFMA Board should be conducted in a place open to the public has been outweighed in this instance: the Board consider it necessary to consider this matter in confidence.*

CARRIED UNANIMOUSLY

11:43am – confidential session commenced.

11:43am – Executive Officer David Hitchcock left the meeting.

GB21/93 Executive Officer Review 2021

Moved: Mr G Mavrinac

Seconded: Mr A Curtis

- Kept Confidential

GB21/94 Executive Officer Review 2021

Moved: Mr A Curtis

Seconded: Cr R Johnstone

That:

1. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following aspects of item 10.2 Executive Officer Contract be kept confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3)(a) of the Local Government Act 1999:
 - Minutes
 - Report for Item 10.2
 - Attachments relating to deliberations of report 10.2

2. *This order shall operate until reviewed and determined as part of the annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.*

CARRIED UNANIMOUSLY

11:50am – confidential session concluded.

11:50am – Executive Officer David Hitchcock returned to the meeting.

11. Urgent Matters Without Notice

Mr S Dilena advised that Mr Ben DeGilio has resigned from the GRFMA as a Deputy Board member as he is leaving employment with the Town of Gawler. A replacement Deputy Board member will be appointed in due course.

12. Next Meeting

Date and Time: 9:45am – 9 December 2021
Host: City of Playford

13. Closure

The Chairperson thanked the members for their attendance and contributions, thanked the Adelaide Plains Council for hosting and closed the meeting at 11.51am.

Chair _____ Date _____

Agenda Item: **2.2 Confidential**
Committee: **Board**
Meeting Date: **9 December 2021**
Title: **GRFMA Confidential Meeting Minutes**

Recommendation:

That the Confidential Minutes of the Gawler River Floodplain Management Authority Board meeting held 21/10/2021 be confirmed as a true and accurate record of that meeting.

Refer attachment.

Agenda Item:	2.3
Committee:	Board
Meeting Date:	9 December 2021
Title:	Actions on Previous Resolutions

Number	Resolution	Action
21/64	<p><i>That the GRFMA:</i></p> <ol style="list-style-type: none"> <i>1. Notes progress on development of the draft Strategic Plan.</i> <i>2. Acknowledges comments received from constituent councils in relation to the draft Strategic Plan 2021-2026 and in particular:-</i> <ol style="list-style-type: none"> <i>a. Notes the position statements adopted by both The Barossa Council and Adelaide Plains Council for the charter and future direction of the GRFMA to be restricted to the management and maintenance of the Bruce Eastick Dam</i> <i>b. Notes aspirational possibilities by those Councils surrounding broadening the scope of the Board to include more strategic water harvesting and water reuse opportunities</i> <i>3. That the Chairperson write to constituent Councils seeking to facilitate a meeting of all the respective Mayors and Chief Executive Officers which would discuss the draft Strategic Plan as prepared and seek to find a way forward to progressing a Plan that meets all Councils expectations.</i> <i>4. Notes a presentation from Jeff Tate Consulting on the draft Strategic Plan will be provided at the October 2021 GRFMA Meeting.</i> 	Refer Agenda Item 8.3
21/65	<p><i>That the GRFMA:</i></p> <ol style="list-style-type: none"> <i>1. Notes budget allocation of \$5,000 for continuation of re vegetation of GRFMA land surrounding the Bruce Eastick North Para Flood Mitigation Dam and endorses works as proposed to undertake the next stage (21/22).</i> <i>2. Requests the Executive officer to:</i> <ol style="list-style-type: none"> <i>a. Seek quotations for removal of Graffiti at the Bruce Eastick North Para Flood Mitigation Dam and delegates authority to the Executive Officer to undertake the works.</i> <i>b. Investigate options and costings for placement of security camera surveillance; and that</i> <i>3. A further report on 2b above be provided at the October 2021 GRFMA Meeting.</i> 	<p>In progress</p> <p>Completed – work to be undertaken shortly</p> <p>Pursuing options for the camera surveillance</p>
12/87	<p><i>That the GRFMA Board:</i></p> <ol style="list-style-type: none"> <i>1. Receives the report.</i> <i>2. Notes the pending 29 October 2021 GRFMA Strategic Plan discussions with the respective Mayors and Chief Executive Officers.</i> <i>3. Receives a further report at the December 2021 GRFMA meeting</i> 	Refer Agenda Item 8.3
21/88	<p><i>That the GRFMA Board:</i></p> <ol style="list-style-type: none"> <i>1. Notes the “on hold” status of the GRFMA Strategic Plan.</i> <i>2. Receives a further report on outcomes of discussions with the respective Mayors and Chief Executive Officers.</i> 	Refer Agenda Item 8.3

Agenda Item: **6**
Committee: **Board**
Meeting Date: **9 December 2021**
Title: **Audit Committee Minutes**

Recommendation:

That the GRFMA:

- 1. Receives the Minutes of the Gawler River Floodplain Management Authority Audit Committee meeting held 23/11/2021.**
 - 2. Endorses:**
 - a. the recommendation to initiate a holistic review of all existing GRFMA policies;**
 - b. develop a Public Interest Disclosure Policy and Fraud and Corruption Prevention Policy; and**
 - c. seek appropriate advice for consideration and adoption.**
-

Refer attachment for minutes of the meeting.

GRFMA Policies are required to be reviewed biennially (every two years).

The last review was December 2019 and endorsed the following policies:

- Access to Meetings and Documents
- Internal Review of Decisions
- Procurement and Operations
- Dam Valuation
- Public Consultation
- Treasury Management

At the 12/2/2020 GRFMA Audit Committee meeting, the Executive Officer advised that a draft (new) Public Interest Disclosure Policy had been prepared and noted the GRFMA does not have a Fraud and Corruption Prevention policy.

At the 10 March 2021 GRFMA Audit Committee meeting in further discussing the Public Interest Disclosure and Fraud and Corruption Prevention Policies, it was noted the Authority does not have any employees. This requires all administrative functions and directions of the Authority (Board) to be undertaken by the Executive Officer who is retained via a contract for part time service (ie a consultancy).

In this instance the GRFMA Executive Officer could reasonably experience conflict with undertaking the required duties of Responsible Officer as well as Executive Officer (being the only executive, administrative and contact person).

In considering a 2021 review the GRFMA Audit Committee considered it would be beneficial to undertake a holistic governance review of all existing GRFMA policies to ensure alignment with contemporary best practice and legislative requirement, including requirement for a Public Interest Disclosure Policy and a Fraud and Corruption Prevention policy.

MINUTES

GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY AUDIT COMMITTEE MEETING

9:30am Tuesday 23 November 2021
Held virtually by video conference

1. Present

- Mr Peter Brass, Independent Member, Chair
- Cr Malcolm Herrmann, Adelaide Hills Council
- Mr Greg Pattinson, City of Playford
- Mr David Hitchcock, Executive Officer

2. Apologies

Nil

3. Previous Minutes – 12 August 2021

GAC 21/15 Previous Minutes – GRFMA Audit Committee 12 August 2021

Moved: Cr M Herrmann

Seconded: Mr G Pattinson

That the minutes of the previous GRFMA Audit Committee meeting held on Thursday 12 August 2021 as per copies supplied to members be adopted as a true and correct record of that meeting.

CARRIED UNANIMOUSLY

4. Business Arising from the Minutes

Nil

5. General Business

5.1 Discussion with the External Auditor

This item was deferred until 10:00am to facilitate attendance of the Auditor.

5.2 Progress Report GRFMA Annual Business Plan 2021-2022

GAC 21/16 Progress Report GRFMA Business Plan 2021-2022

Moved: Cr M Herrmann

Seconded: Mr G Pattinson

That the GRFMA Audit Committee receives the progress report of the GRFMA Business Plan 2021-2022.

CARRIED UNANIMOUSLY

5.3 GRFMA Budget Review 1

GAC21/17 **GRFMA Budget Review 1**
Moved: **Mr G Pattinson**
Seconded: **Cr M Herrmann**

That the GRFMA Audit Committee:

1. *Notes Nil changes proposed for Budget Review 1; and*
2. *Recommends the document be presented to the GRFMA Board for consideration and adoption.*

CARRIED UNANIMOUSLY

5.4 Review of GRFMA Policies

GAC21/18 **Review of GRFMA Policies**
Moved: **Mr G Pattinson**
Seconded: **Cr M Herrmann**

That the GRFMA Audit Committee:

1. *Recommends the GRFMA Board initiate a holistic review of all existing GRFMA policies; and*
2. *Develop a Public Interest Disclosure Policy and Fraud and Corruption Prevention Policy and seek appropriate advice for consideration and adoption.*

CARRIED UNANIMOUSLY

Other Business

Members noted the Executive Officer had responded to the Barossa Council query regarding GRFMA Valuation of Assets. The Executive Officer is to provide members with a copy of the response.

5.1 In-camera Discussion with the External Auditor

Mr Jim Keogh, Dean Newbery and Partners joined the meeting at 10:00am.

The Executive Officer, Mr David Hitchcock, left the meeting at 10:00am.

Mr Jim Keogh, Dean Newbery and Partners left the meeting at 10:11am.

The Executive Officer, Mr David Hitchcock, rejoined the meeting at 10:12am.

6. Next Meeting

March 2022

Date	Audit Committee meeting schedule 2021/2022	Action
March 2021	Annual Budget and Business Plan Review; External Audit Plan and Schedule 2021.	Completed
June 2021	Annual cost estimates and budget variations consideration.	Completed
August 2021	Annual Financial Statements – Audit report; 2020/2021 – Auditor to attend.	Completed Auditor did not attend

Date	Audit Committee meeting schedule 2021/2022	Action
November 2021	<ul style="list-style-type: none">• In-camera discussion with external auditor.• Operation of the Regional Subsidiary – Business Plan progress.• Annual cost estimates and budget variations consideration.	Completed
March 2022	Annual Budget and Business Plan Review; External Audit Plan and Schedule 2022.	

7. Closure

The Chair thanked the members for their attendance and wished all a safe and happy festive season and closed the meeting at 10:12am.

Chair _____ Date _____

Agenda Item:	8.1
Committee:	Board
Meeting Date:	9 December 2021
Title:	Gawler River Flood Mitigation

Recommendation:

That the GRFMA:

1. **Agrees to be the proponent for a Preparing Australian Communities Program (PACP) grant application that focuses on strengthening community resilience to flood, in particular raising community awareness of flood risk.**
 2. **Requests GRFMA Board Members to consult with their respective Council CEO and or Executive Management Team to seek commitment:**
 - a) **Of in-kind and cash contributions to Project 3 and to inform the GRFMA Executive Officer of a response by Thursday 16 December 2021.**
 - b) **Of co-contribution to the Gawler River Flood Management Project 4 from their respective Council by 31 January 2021 and then report this to the GRFMA Chair, who in turn will report a combined GRFMA proposal to the Gawler River Flood Management Steering Committee on 3 February 2021.**
 3. **Authorises the GRFMA Executive Officer to engage resources, up to the value of \$6,500 to develop and submit a PACP application for \$1 million (government funding), to be spent over 3 years, supported by the Council co-contributions as advised (above).**
 4. **Agrees that the PACP grant, if successful, be considered as a co-contribution to the Gawler River Flood Management Project 3; and**
 5. **Notes that resolution of management arrangements for flood warning infrastructure is ongoing within Project 3, and authorises the GRFMA Chair to partake in such discussions on behalf of the Authority.**
-

Refer Agenda item 5.1. Ms Cate Hart, Executive Director, Environment, Heritage and Sustainability, Department for Environment and Water will be in attendance at the meeting to speak to this report (8.1).

Project 3 – Improving Flood Forecasting and Warning

Background:

The State Government has allocated \$1 million to make improvements to flood warning infrastructure for the Gawler River to support improved flood forecasting and warning (Project 3). This is part of the State Government's \$9M Gawler River flood management suite of projects.

At the Authority's meeting on 15 April 2021, the following resolution with regard to Local Government co-contribution to these projects was carried unanimously:

That the GRFMA:

1. *Provides in principle support for a contribution (cash/in-kind/asset maintenance) towards projects 3 & 4 over the life of the project.*
-

2. *Requests the Local Government GRFMA Project Delivery Group representatives to convene and consider suitable options for relevant GRFMA contributions and ongoing asset maintenance costs and to provide a recommendation report to the June 2021 GRFMA meeting for consideration.*

The 17/06/2021 GRFMA Meeting subsequently resolved:

That the GRFMA:

1. *Receives the report.*
2. *Subject to consideration of further and sufficient technical and financial/cost detail for relevant projects further considers recommendations A, B, C, D, E, F as suitable options for GRFMA contributions and ongoing asset maintenance costs; and*
3. *Notes the Department of Environment and Water has concurred to recognise in kind contributions toward projects.*

Detail of the relevance options being:

- A.** Support an in principle (proportional) commitment to ongoing management of completed Project 3 assets. This commitment is subject to more specific detailed advice of operating costs of technology and infrastructure to be utilised in the project.
- B.** Recognition of all in kind contributions by Constituent Councils and GRFMA personnel to Projects 1,2,3 and 4. eg FTE undertaking, project management, supervision, community engagement and use of machinery, assets and land use.
- C.** Support for continuation of Project 4 into 2022/2023 to facilitate complimentary actions being undertaken with delivery of the GRFMA Stormwater Management Plan, eg drone survey, floodplain mapping, community engagement. Complimentary costs to be considered as GRFMA in kind contributions.
- D.** Cash contribution by reallocation of up to \$80,000 from the 2020/2021 GRFMA Budget for further project design and business case development of the preferred flood mitigation initiative to lower Gawler River as and when informed by the GRFMA Stormwater Management Plan.
- E.** In principle support for ongoing management of suitable property easements to facilitate access to levies and river channel, subject to understanding of flood mitigation options identified by the GRFMA Stormwater Management Plan.
- F.** The meeting also noted opportunity to value-add contributions via grant funding and partnership with Landscape Boards (ie biodiversity, weed control, etc).

The Gawler River Flood Management Steering Committee (an inter-governmental steering committee) endorsed a project proposal for a first part of Project 3 at its meeting on 8 July 2021, noting and accepting the GRFMA resolution of in-principle support. There is now an established expectation that a co-contribution will be forthcoming, with GRFMA to raise appropriate financing.

Project 3 has commenced with an end-user assessment to optimise the network of flood warning infrastructure to be fit-for-purpose. This initial step has been an essential precursor to resolving clear management arrangements. GRFMA is a stakeholder in ongoing discussions, and, as per the Authority's purpose (in the charter), remains a potential contender to operate and maintain flood warning infrastructure in the future. The Department for Environment and Water (DEW) have advised the intent that no infrastructure be modified/built as part of Project 3 unless future

management arrangements are agreed, however agree there is scope to proceed with planning if evidence of some Council co-contribution to Project 3 can be provided.

Timing is such that Project 3 co-contributions need to be resolved as a matter of urgency to align with Local Government annual business planning for 2022/23. While infrastructure management arrangements are being resolved with stakeholders (including GRFMA), there is an opportunity to complement Project 3 activities to improve flood forecasting and warning with effective communications and behaviour change.

Extensive disaster research demonstrates that a community that better understands its risks is more likely to take preparedness action and be able to act in response to flood warnings. Community resilience to flood incidents and awareness of flood risk is a particular challenge for the Gawler River floodplain, which is home to many new residents, Aboriginal people, people that are culturally and linguistically diverse (CALD), and people that are socially and economically disadvantaged.

The Australian Government's Preparing Australian Communities Program offers a chance for GRFMA to raise financing and provide a show of good faith enabling the inter-governmental steering committee to endorse continuing with Project 3. Importantly, this would also be a critical value-add to the existing scope of the Gawler River Flood Management suite of projects.

Discussion:

The National Recovery and Resilience Agency (Australian Government) administers the Preparing Australia Program.

The Preparing Australian Communities Program (PACP) Local Stream will support disaster risk reduction and resilience initiatives that will reduce the impact of future natural hazards on Australian communities. A total of \$150 million is available from 2021-22 to 2024-25.

The PACP Local Stream opens for applications on 10 December 2021 and closes on 6 January 2022. Projects must be completed by 31 March 2025.

The minimum grant amount is \$20,000 and the maximum is \$10 million.

Local Governments are eligible for funding; State Governments are not eligible. An association of Local Governments (like GRFMA) will be eligible if it can demonstrate its not-for-profit status, or if it is an incorporated association or similar entity.

While the grant amount can be up to 100% of eligible project expenditure for non-infrastructure projects, co-contributions are encouraged, and these may be cash or in-kind. Joint applications are also encouraged, provided there is a lead organisation who is the main driver of the project and is eligible to apply.

The applicant is solely responsible for complying with all aspects of the grant agreement, including ensuring that the proposed project outcomes are achieved and that all grant funds are properly acquitted.

Activities that already have funding from another Commonwealth, State or Local Government source are ineligible (i.e. the existing scope of Project 3).

The PACP offers a unique opportunity for the GRFMA to seek funding for activities including:

- A multimedia campaign that raises local flood awareness.
- Preparation of educational materials that promote mitigation actions focused on key groups including householders, community groups, growers' associations and small businesses, with tailored information in a range of mediums and languages.

- Adaption and translation of existing materials that focus on insurance, flood preparedness and disaster resilience.

These activities have been scoped based on advice from the SASES Community Engagement Coordinator and DEW's flood management team. An application for \$1 million over three years, complemented by in-kind and cash contributions from the GRFMA Constituent Councils up to an additional \$500,000, would offer sufficient resources to deliver on the campaign and materials required. This scope is consistent with the Authority's charter to facilitate sustainable outcomes ensuring a balance of social and cultural considerations, complementing the investment in flood warning infrastructure and flood forecasting and warning. This scope is consistent with the eligible categories and activities of the PACP.

If the application is successful, the grant funding received by GRFMA could be offered up as the co-contribution for Project 3, making it possible to offer 1.5 dollars for every 1 dollar of State Government money spent on Project 3. If the application is not successful, the commitment for in-kind and cash contributions otherwise raised to support the grant application could still be considered as the co-contribution to Project 3 and could support education materials and translation and adaptation of existing materials, but at a smaller scale and likely not supported by campaigns.

As part of measuring the performance of the Gawler River Flood Management suite of projects the inter-governmental steering committee has endorsed undertaking a social survey to understand the social impact of projects. This social research could also enable prioritisation of community disaster resilience and awareness activities.

Informal inquiry with a practicing grant submissions facilitator indicates a PACPL application could be prepared at cost in the order of \$6,500. Being 8 days total preparation, for research, expand each criteria (4), site inspections, and final adjustments completion and submission. Timeframes for submission are achievable.

Preparation of the application will benefit from provision of relevant information contribution from Constituent Councils, SASES and DEW.

GRFMA Procurement and Operations Policy

9.30 Contracts not exceeding \$20,000

9.31 Subject to the Local Government Act and any other Act or Law and these procedures, where the value or estimated value of a contract for the supply of goods, rendering of a service or the construction of works does not exceed \$20,000, written quotations shall be obtained so as to ensure a reasonable measure of competition and the most advantageous quotation received having regard to value for money, quality, suitability and other relevant considerations, shall be accepted.

Particulars of those quotations shall be recorded appropriately.

9.32 The Executive Officer may approve in the case of emergency or for any other extraordinary cause (particulars of which emergency or other cause shall be indicated in the approval) that this requirement be set aside in a particular case and may substitute alternative arrangements. All such approvals under this Clause must be reported in full to the next meeting of the Board.

Project 4 – River Survey, Levee Repair and Vegetation Management

Background

The State Government has allocated up to \$3.8 million to undertake river survey, levee repair and vegetation management in the Gawler River proper (Project 4) as part of the \$9M Gawler River flood management suite of projects.

Project 4 essentially comprises early works associated with the northern floodway proposal; however, it is “no regrets” regardless of the longer-term option that proceeds. Project 4 has been scoped in parts to enable landholder engagement and survey works to inform later on-ground activities. Project 4 is also entirely scalable depending on budget, time and landholder relationships.

At the Authority’s meeting on 15 April 2021, the following resolution with regard to Local Government co-contribution to these projects was carried unanimously:

That the GRFMA:

- 1. Provides in principle support for a contribution (cash/in-kind/asset maintenance) towards projects 3 & 4 over the life of the project.*
- 2. Requests the Local Government GRFMA Project Delivery Group representatives to convene and consider suitable options for relevant GRFMA contributions and ongoing asset maintenance costs and to provide a recommendation report to the June 2021 GRFMA meeting for consideration.*

The Gawler River Flood Management Steering Committee (an inter-governmental steering committee that includes the Chair of the GRFMA) endorsed a funding framework at its meeting on 13 May 2021 which provides that the Department for Treasury and Finance will release state funding for projects when there is evidence of Council co-contributions, and on approval of the Treasurer (who will take recommendations from the steering committee).

At the same meeting on 13 May 2021, a project proposal for a first part of Project 4 was endorsed noting and accepting the GRFMA resolution of in-principle support, and in recognition of in-kind contribution through data collected for the stormwater management plan.

There is now a well-established expectation that a co-contribution to Project 4 will be forthcoming, with GRFMA to raise appropriate financing.

Discussion

Project 4 part 1 has commenced with the following activities as a critical first step to informing a scope of works for on-ground activities:

- Collating and analysing aerial data will enable priority locations for on-ground work to be identified. GRFMA has made a commitment to share the aerial imagery collected from a recent helicopter survey (undertaken for the stormwater management plan) with DEW for this purpose. Additionally, DEW is working with other state agencies to access the latest LiDAR information.
- With regard to assessing the condition and requirements for levee bank repair, DEW has begun building a levee bank database and assessment tool, which will initially be trialled in December 2021/January 2022, and further developed using the Gawler River levee bank data as a test case. Funding has been received from the Disaster Risk Reduction grants, administered by SAFECOM, for the database development as a value-add to Project 4.

- As land tenure along major watercourses in the Gawler River catchment is approximately 75% private ownership, landholder interest and consent will be key to the success of Project 4. DEW has thus commenced a process to contract engagement specialists to work with State and Local Government and build relationships with local landholders to garner active support for Project 4 on-ground activities and future maintenance. The Gawler River Flood Management Project 1 (located in a stretch of the river at Hillier) has also been structured in such a way as to provide an example of watercourse works that can be used when engaging with landholders about Project 4.

Timing is such that Project 4 financial co-contributions need to be resolved as a matter of urgency to align with Local Government annual business planning for 2022/23, and to enable the inter-governmental steering committee to make recommendations to the Treasurer to release the state funds committed in financial year 2021/22.

Co-contributions can comprise either/both in-kind and financial contributions, and while in-kind contributions from Constituent Councils will be vital to progressing landholder engagement, a financial contribution is expected.

While part 1 is underway there is not yet a priority list (and value) of on-ground works. However, Project 4 being scalable, can be made to fit within the budget and timeframes made available. Any co-contribution from Council would mean more levees can be repaired/built, more sediment can be removed, and a greater extent of weeds can be controlled, ultimately resulting in greater flood mitigation outcomes.

DEW is now seeking clear indication of financial commitment by the GRFMA and Constituent Councils to a value that the GRFMA and individual Councils can and are willing to contribute.

The benefits of Project 4 will be largely seen and felt by the communities of Adelaide Plains Council, City of Playford, Light Regional Council and Town of Gawler. However, the catchment in the Barossa and Adelaide Hills Councils contribute significant amounts of the runoff and flow in the catchment. There is therefore an argument for co-contribution from all GRFMA Constituent Councils.

The GRFMA Charter – Purpose and Functions provides:

The Authority has been established for the purpose of coordinating the planning, construction, operation and maintenance of flood mitigation infrastructure for the Gawler River, and for the following functions:

3.1.1 to raise finance for the purpose of developing, managing and operating and maintaining works approved by the Board.

It is further noted that at the 29/10/2021 GRFMA Strategic Plan meeting (See Agenda item 8.3) at which all six Constituent Council Mayors and CEO's attended, consensus on key matters achieved was:

- Strengthening the community.
- Maintaining relationships.
- Modelling of solutions.
- Recognition most initiatives are beyond the capacity of Constituent Councils to fund.
- State and Federal Government engagement and funding support is required.
- Important not to forget the cost of doing nothing.

Resourcing and Scheduling

It is proposed that the GRFMA Board Members seek approval from their Constituent Councils for a co-contribution to Project 4, and report that back to the GRFMA Chair by the end of January 2022.

The GRFMA Chair will be in attendance at a Gawler River Flood Management Steering Committee on 3 February 2022, at which he will be asked to outline the GRFMA's proposed co-contributions for Project 4.

While it is acknowledged that final approval for Councils' annual business plans won't be for some months after this, it is important to make a show in good faith as early as is achievable.

Agenda Item:	8.2
Committee:	Board
Meeting Date:	9 December 2021
Title:	Stormwater Management Plan Progress Report

Recommendation:

That the GRFMA receives the report.

On advice from the GRFMA Stormwater Management Plan Management Team, the 17/3/2021 GRFMA Special Meeting accepted the tender submission from Water Technologies for development of the Gawler River Stormwater Management Plan.

The GRFMA requested progress reports on delivery of the Plan to be provided to future GRFMA meetings.

Governance of the project is being undertaken by the: SMP Project Management Team which consists of: Water Technology personnel, SMP Project Manager and GRFMA Executive Officer Mr D Hitchcock and Mr Shaun Fielding, Urban Infrastructure Planner, City of Playford.

Progress is also separately reviewed by the SMP Project Steering Committee which consists of Mr S Dilena (Gawler), Mr M Ravno (Adelaide Plains), Mr G Pattinson (Playford), Mr Shaun Fielding (Playford) and Mr D Hitchcock (GRFMA).

Recent actions

Request for Quotes (RFQ) have now been sent to selected consultants to undertake a Peer Review of the SMP process with submissions to be received by 16 December 2021.

A peer review of the SMP should address three themes:

1. Technical robustness of hydrology, hydraulics and water quality analysis.
2. Recommendations are well supported by evidence provided by analysis and the outcomes of consultation.
3. The scope of the analysis, reporting and recommendations address the requirements of the SMP guidelines.

The SMP Project Steering Committee are scheduled to convene on 20 December 2021 to review progress of the SMP and the RFQ submissions that might be received. It is not a requirement that GRFMA undertake a peer review, however it is encouraged by the Stormwater Management Authority (SMA) and will assist in establishing transparency and independence of any proposed priority works/solutions.

The helicopter LiDAR survey of the Gawler River levee banks was undertaken on 25 November 2021.

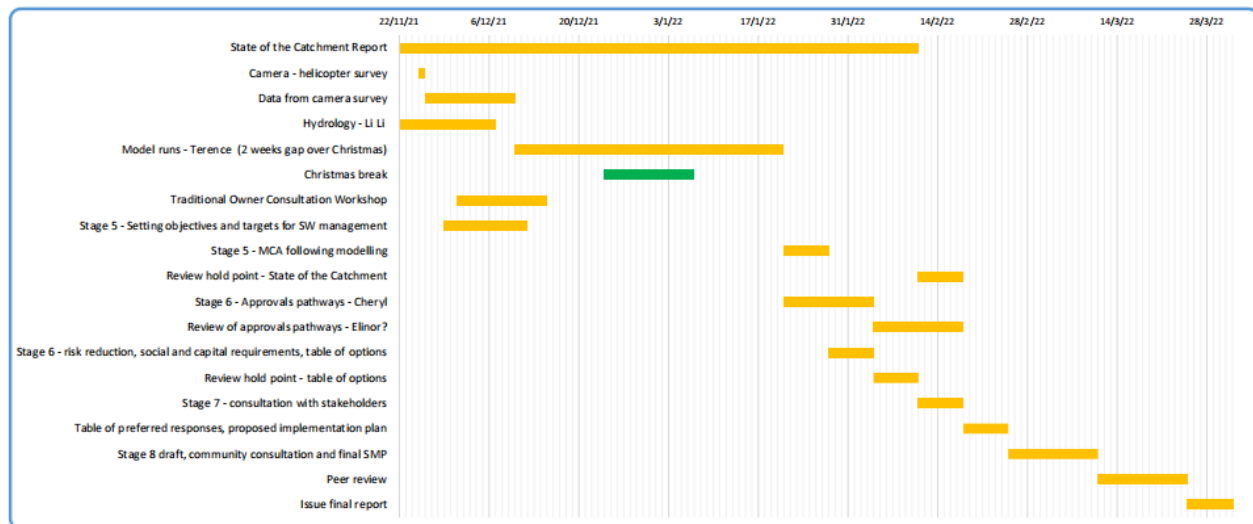
Workshops with First Nation / Indigenous representatives are currently being established to facilitate consultation and development of engagement relationships.

SMP Progress report 2 (June - Sept 2021) has been lodged with SMA.

The Department for Water and Environment (DEW) have been very focused on understanding the SMP progress timelines as it is a key complementary project to the 4 DEW projects (refer Agenda item 8.1) as it assists with provision of information that would otherwise have to be facilitated by DEW. The GRFMA Project Management Team are endeavoring to accommodate the complementary tasks wherever possible, however at times the interest of getting on with the SMP have prevailed.

Below is a GANNT chart indicating key stages and timelines that are to be undertaken in developing the SMP.

				Insert Start Date eg 9/01/2020	22/11/2021	Insert End Date	1/04/2022
				Start Date in Number Form	44522	End Date in Number Form	44652
Task Name	Start Date	End Date	Duration				
State of the Catchment Report	22/11/2021	11/02/2022	81				
Camera - helicopter survey	25/11/2021	26/11/2021	1				
Data from camera survey	26/11/2021	10/12/2021	14				
Hydrology - Li Li	22/11/2021	7/12/2021	15				
Model runs - Terence (2 weeks gap over Christmas)	10/12/2021	21/01/2022	42				
Christmas break	24/12/2021	7/01/2022	14				
Traditional Owner Consultation Workshop	1/12/2021	15/12/2021	14				
Stage 5 - Setting objectives and targets for SW management	29/11/2021	12/12/2021	13				
Stage 5 - MCA following modelling	21/01/2022	28/01/2022	7				
Review hold point - State of the Catchment	11/02/2022	18/02/2022	7				
Stage 6 - Approvals pathways - Cheryl	21/01/2022	4/02/2022	14				
Review of approvals pathways - Elinor?	4/02/2022	18/02/2022	14				
Stage 6 - risk reduction, social and capital requirements, table of options	28/01/2022	4/02/2022	7				
Review hold point - table of options	4/02/2022	11/02/2022	7				
Stage 7 - consultation with stakeholders	11/02/2022	18/02/2022	7				
Table of preferred responses, proposed implementation plan	18/02/2022	25/02/2022	7				
Stage 8 draft, community consultation and final SMP	25/02/2022	11/03/2022	14				
Peer review	11/03/2022	25/03/2022	14				
Issue final report	25/03/2022	8/04/2022	14				



Agenda Item: 8.3
Committee: Board
Meeting Date: 9 December 2021
Title: GRFMA Strategic Plan and Charter Review 2

Recommendation:

Option 1:

That the GRFMA receives the report and determines consensus in what might be agreed within the final GRFMA Strategic Plan in a manner that meets revised expectations.

Option 2:

That the GRFMA:

1. Acknowledges that:

- a. Most flood management initiatives within the Gawler River catchment and floodplain are beyond the capacity of Constituent Councils to fund; and**
- b. State and Federal Government engagement and funding support will be required before any such initiatives are to be realised.**

And that:

- 2. The scope of the draft GRFMA Strategic Plan be amended to reflect item 1 above; and**
 - 3. GRFMA then consult with Constituent Councils seeking their endorsement of the draft Strategic Plan, with the consultation to also seek feedback on the GRFMA Charter Review 2 - Funding Model concept.**
-

The 21/10/2021 GRFMA meeting provided progress reports on 8.3 GRFMA Charter Review 2 - Funding Model and 8.4 the GRFMA Strategic Plan.

In discussion of item 8.3 members noted the draft model is currently conceptual and will require further discussion and Council feedback before any further progress is made. It is not to be considered as a proposal or solution.

It was agreed that any discussion on percentages of contributions will be a challenging conversation and noted the clear view that the framework reinforces the position that funding of any large flood mitigation infrastructure will be beyond the capacity of Constituent Councils without State and Federal funding.

In considering further consultation with Constituent Councils, the meeting determined that should any Council then wish additional detailed presentation of the model components, to assist discussion, this would be at Councils discretion and cost.

In regard to item 8.4 the proposed Strategic Plan identifies three themes and objectives:

Theme 1: Design, build, and maintain physical flood mitigation infrastructure

Objective: To have in place an agreed extent of physical flood mitigation infrastructure that is fit for purpose and achieves the targeted levels of performance.

Theme 2: Develop and evolve key relationships

Objective: To maintain key relationships that are most important to the Authority achieving its purpose.

Theme 3: Ensure good governance and ongoing financial sustainability

Objective: To ensure that the Authority meets legislative requirements and contemporary standards of governance and is financially sustainable for the long term.

Responses received from all Constituent Councils identified support for core elements of the draft plan which support developing key relationships, good governance and financial sustainability. Namely agreement with Themes (and Objectives) 2 and 3.

However, responses clearly identified differing views with Theme 1 (and Objectives).

Specifically in relation to seeking to confine aspirations of the GRFMA to matters related to the Bruce Eastick North Para Flood Mitigation Dam, with other views supporting broadening the scope to include more strategic matters such as water harvesting and water reuse opportunities.

It was agreed that in relation to the Strategic Plan the above comments should be discussed at a meeting of respective Mayors and Chief Executive Officers to determine their views on what the scope of the Plan should entail.

Resolutions carried in respect to the discussions were:

21/87 GRFMA Charter Review 2 – Funding Model

That the GRFMA Board:

- 1. Receives the report.*
- 2. Notes the pending 29 October 2021 GRFMA Strategic Plan discussions with the respective Mayors and Chief Executive Officers.*
- 3. Receives a further report at the December 2021 GRFMA meeting.*

21/88 GRFMA Strategic Plan

That the GRFMA Board:

- 1. Notes the “on hold” status of the GRFMA Strategic Plan.*
- 2. Receives a further report on outcomes of discussions with the respective Mayors and Chief Executive Officers.*

As directed, a meeting with the respective Mayors and Chief Executive Officers was convened on 29/10/2021.

A consensus on key matters from the meeting could be summarised as:

- Strengthening the community
- Maintaining relationships
- Modelling of solutions
- Recognition most initiatives are beyond the capacity of Constituent Councils to fund
- State and Federal Government engagement and funding support is required
- Important not to forget the cost of doing nothing

See attached for a copy of the meeting notes.

The GRFMA should now consider the 29/10/2021 meeting comments and seek achievement of consensus in what might be agreed within the final draft GRFMA Strategic Plan in a manner that meets revised expectations.

Next steps might then be:

1. Advise Jeff Tate Consulting of the revised expectations so that the final draft Strategic Plan document might be completed.
2. Following completion of 1 above:
 - a) GRFMA Board Members be provided with a copy of the amended Strategic Plan document. Any Board Member comment/response to be by exception and only relating to what has changed. Changes made accordingly.
 - b) GRFMA then to consult with Constituent Councils seeking their endorsement of the draft Strategic Plan.
3. In consulting with Constituent Councils, GRFMA to also seek feedback on the GRFMA Charter Review 2 – Funding Model concept.
4. A further report to be provided to the February 2022 GRFMA meeting.

**GRFMA Strategic Plan Discussion
1.15 pm Friday 29/10/2021
Adelaide Entertainment Centre**

Present:

- Adelaide Plains Council - Mayor M Wasley, Ms. A Denicola GM Governance
- Adelaide Hills Council - Mayor JC Wisdom, Mr. A Aitkin CEO
- The Barossa Council - Mayor B Lange, Mr. M McCarthy CEO
- Town of Gawler - Mayor K Redman, Mr. H Inat CEO
- Light Regional Council - Mayor B O'Brien, Mr. B Carr CEO
- City of Playford - Mayor G Docherty, Mr. S Green CEO
- GRFMA - Mr. I Baldwin Chair, Mr. D Hitchcock Executive Officer

GRFMA Chair, Mr. Ian Baldwin welcomed all persons and provided a short background of the GRFMA Strategic Plan process and the purpose of the meeting.

Around the table comments were then invited.

The Barossa Council

- Previously interested in Integrated Water Management (IWM) via GRFMA however now not supporting that proposal.
- Understood the Dam was originally to be 1:100 and this did not eventuate. Now having to review dam design to achieve 1:100 ARI protection at great cost.
- Barossa Council of its own accord invested in flood mitigation in townships to provide 1:100 ARI protection. Future investment in infrastructure downstream should take into account the cost of works undertaken upstream to reduce Barossa Council contribution.
- Acknowledged the contribution (waterflow) of catchment to down stream and GRFMA should look at whole (upper catchment and floodplain) when pursuing solutions.
- The Dam is equally as important as downstream solutions.
- GRFMA provides a common voice for the constituent councils.
- The State Government is engaged, let's build on that.

Adelaide Plains Council

- Focus should be on the Bruce Eastick North Para Flood Mitigation Dam.
- Not supportive of spending ratepayers' money on projects of benefit for others.
- Is it time to review the Charter and engage up to next levels of government as flooding risks are real.
- Still to have a conversation IWM and cost share benefit outcomes.
- Need to use the right terminology i.e., "disaster management" as opposed to "flood mitigation" to align activities with potential Federal Government funding opportunities.

Town of Gawler Council

- Community population of 26,000 residents who are the most at flood risk with likely large damages occurring in a 1:100 flood event.
- Don't have capacity to fund 20% of a \$90 Mil Dam upgrade and \$40 Mil Northern Floodway.
- State and Federal Government money is needed, doing nothing is not a suitable option.
- GRFMA has strength as a unity of the six constituent councils and should work to its strengths.
- Has loss of life been factored into the cost of flood damages.

Light Regional Council

- The strategic approach needs to be defining the level of protection and suitable flood mitigation initiatives in the first instance and then look to any funding pathways.
- There might be opportunities in Water Business relating to water storage, delivery, and sale.
- Large industries such as horticulture, community use and the Riverlea development provide good opportunities for discussion and consideration of profit share. Any revenue/profit gained could be invested in infrastructure offsetting Council expenditure.
- How do we position ourselves to access this and other sources noting the very limited resources of GRFMA councils.
- KBR currently undertaking a business case for Barossa new water and GRFMA should engage in the consultation being undertaken on this.

Playford Council

- GRFMA councils have strength being together however the state government currently views GRFMA as not united.
- Playford view is GRFMA should invest resources on studies to identify solutions first. Then expert advice provides the guidance on priorities and approach. This facilitates approach to the State and Federal Governments with considered and qualified solutions.
- Water business finance is ok however it complicates the process of focusing on flood mitigation.

Adelaide Hills Council

- We should focus on the best solutions for our communities
- Express this by staying together and untied in approach.
- Understands business interest in the water business, though GRFMA should consider as a watching brief.
- GRFMA and councils should consider the social, economic, environmental, and financial approach.
- A Strategic Plan should be a higher level without prescribing aspirations that can't be achieved.

A consensus on key matters could be summarised as

- Strengthening the community.
- Maintaining relationships.
- Modeling of solutions.
- Recognition most initiatives are beyond the capacity of constituent councils to fund.
- State and Federal Government engagement and funding support is required.
- Important not to forget the cost of doing nothing.

The GRFMA Chair thanked all Mayors and CEO's for attending and providing valuable considered comment.

Meeting close 2:12pm.

Agenda Item:	8.4
Committee:	Board
Meeting Date:	9 December 2021
Title:	Financial Report and Budget Review 1

Recommendation:**That the GRFMA:**

1. **Receives the financial report as at 30 November 2021 showing a balance of total funds available \$185,259.70.**
2. **Adopts the the 2021/2022 Budget Review 1 Documents October 2021 (nil variations) as its amended and current budget for the period ended 30 June 2021**

Financial Report

See attachments for the monthly reconciliations:

- ✧ Reconciliation to 30/11/2021
- ✧ Balance Sheet 30/11/2021
- ✧ Budget result to 30/11/2021

Tabled below Executive Officer Activities report.

Activity	July	Aug	Sept	Oct	Nov
To keep maintained the business office of the Authority	6	13	18.5	9	13
To prepare the Business Plan, Budgets and reports in a timely manner	18			.5	
To liaise with Councils, and Stakeholders to foster the outcomes of the Business Plan	11	3.75	24.5	4.25	14
To attend all meetings of the GRFMA, to prepare agendas, minutes and correspondence as required.	6	24	6.25	20.5	10
TOTAL	41	40.75	49.25	34.25	37

Budget Review 1

Regulation 9 of the *Local Government (Financial Management) Regulations 2011* states:

'A report showing a revised forecast of its operating and capital investment activities for the relevant financial year compared with the estimates for those activities set out in the budget presented in a manner consistent with the note in the Model Financial Statements entitled Uniform Presentation of Finances'.

The Profit and Loss Budget Analysis as at 31 October 2021 identifies no material change to the adopted GRFMA 2021-2022 Budget.

There are some minor fluctuations between forecast expenditure / income against actual for the period to 31 October, however in context of the overall 2021-2022 financial year budget estimations, these items do not merit change at this time.

Budget Review 2 will provide a more considered observation of any required amendments.

Notably anticipated commencement of repairs to the Bruce Eastick North Para Flood Mitigation Dam, which will include costs as per the final contract agreements and receipt of financing funds from LGFA.

This current 2021-2022 GRFMA Budget provides

○ Total Income	\$261,852
○ Minus total expenses	<u>\$583,015</u>
○ Net loss	(\$321,163)

GRFMA policy is to not fund (cash) depreciation on the Bruce Eastick North Para Flood Mitigation Dam (\$321,163) which effects a forecast 2020/2021 cash deficit of (\$321,163).

Refer attached the 2021/2022 Budget Review 1 document as per Uniform Presentation of Finances format requirements and separately in MYOB annual budget expenditure report format.

Reconciliation Report266 Seacombe Road
Seacliff Park SA 5049

ABN: 12 925 534 861

Email: davidehitchcock@bigpond.com

ID No.	Date Memo/Payee	Deposit	Withdrawal
Account: 1-1110 Bank SA Account			
Date Of Bank Statement: 11/30/2021			
Last Reconciled: 9/30/2021			
Last Reconciled Balance: \$154,432.80			

Cleared Cheques

EFT	9/16/2021	Water Technology	\$11,128.70
EFT	9/16/2021	Floodplain Management Australia	\$990.00
Chq 734	10/1/2021	ATO	\$4,316.00
EFT	10/1/2021	Dean Newbery & Partners	\$5,794.80
EFT	10/1/2021	David Hitchcock	\$6,691.97
EFT	10/1/2021	Ian Baldwin	\$1,000.00
SC103121	10/31/2021	Safe deposit fee	\$5.00
GJ000084	10/31/2021	MYOB Subs	\$55.00
Auto EFT	11/1/2021	Water Technology	\$17,830.18
EFT	11/1/2021	David Hitchcock	\$4,534.20
EFT	11/1/2021	Ian Baldwin	\$1,400.00
EFT	11/1/2021	Chris Sale Consulting	\$2,145.00
TR000034	11/2/2021	Money Transfer	\$50,000.00
EFT	11/12/2021	Business Risk Assurance Strategy Solutions	\$650.00
EFT	11/12/2021	Water Technology	\$9,044.04
SC113021	11/30/2021	Safe deposit fee	\$5.00
GJ000085	11/30/2021	MYOB Subs	\$55.00
Total:			\$0.00 \$115,644.89

Outstanding Cheques

EFT	9/1/2021	Bushfire Natural Hazards CRC	\$40,223.70
Total:			\$0.00 \$40,223.70
Reconciliation:			
AccountRight Balance On 11/30/2021:			(\$1,435.79)
Add: Outstanding Cheques:			\$40,223.70
SubTotal:			\$38,787.91
Deduct: Outstanding Deposits:			\$0.00
Expected Balance On Statement:			\$38,787.91

Transaction History Report

Please advise any error or unauthorised transaction promptly to the bank

Account name GAWLER RIVER FLOODPLAIN MANAGEMENT
Account number 010 0101 248 140
BSB 105-010
Currency AUD
Opening balance 128,767.33CR
Transaction period from 01/11/2021 to 30/11/2021

Date	Description	Serial number	Debit	Credit	Balance
01/11/2021	CHEQUE	734	4,316.00 ✓		124,451.33CR
02/11/2021	INTERNET WITHDRAWAL 02NOV16:43 Chair Hon Oct21		1,400.00 ✓		123,051.33CR
02/11/2021	INTERNET WITHDRAWAL 02NOV16:43 inv9653		2,145.00 ✓		120,906.33CR
02/11/2021	INTERNET WITHDRAWAL 02NOV19:33 EO Services Oct21		4,534.20 ✓		116,372.13CR
02/11/2021	INTERNET WITHDRAWAL 02NOV16:43 InvWT005846		17,830.18 ✓		98,541.95CR
02/11/2021	INTERNET WITHDRAWAL 02NOV16:43 Inv funds		50,000.00 ✓		48,541.95CR
15/11/2021	INTERNET WITHDRAWAL 14NOV11:26 Audit Chr August		650.00 ✓		47,891.95CR
15/11/2021	INTERNET WITHDRAWAL 14NOV11:26 SMP inv WT006065		9,044.04 ✓		38,847.91CR
20/11/2021	SAFE DEPOSIT FEE (INC GST)		5.00		38,842.91CR
23/11/2021	MYOB Australia MYOB 1-79828260786		55.00 ✓		38,787.91CR
	TOTAL		89,979.42	0.00	38,787.91CR

Reconciliation Report266 Seacombe Road
Seacliff Park SA 5049

ABN: 12 925 534 861

Email: davidehitchcock@bigpond.com

ID No.	Date Memo/Payee	Deposit	Withdrawal
Account: 1-1130 LGFA Investment Account			
Date Of Bank Statement: 11/30/2021			
Last Reconciled: 9/30/2021			
Last Reconciled Balance: \$136,021.53			

Cleared Deposits

IE103121	10/31/2021	LGFA Int	\$639.27	
TR000034	11/2/2021	Money Transfer	\$50,000.00	
IE113021	11/30/2021	Int LGFA	\$34.69	
			Total:	\$50,673.96
				\$0.00
Reconciliation:				
			AccountRight Balance On 11/30/2021:	\$186,695.49
			Add: Outstanding Cheques:	\$0.00
			SubTotal:	\$186,695.49
			Deduct: Outstanding Deposits:	\$0.00
			Expected Balance On Statement:	\$186,695.49

Council Deposits Transaction Statement from 01-Nov-2021 to 30-Nov-2021 inclusive

Deal	Date	Transaction	Interest Rate	Amount	Balance
Gawler River General					
Council Dep - 24HR Mthly					
	01-11-2021	Opening Balance	0.30		\$136,660.80
59832	01-11-2021	CAPITALISE INTEREST	0.30	\$34.69	\$136,695.49
59832	03-11-2021	Deposit Will take a couple of days to come through to LGFA	0.30	\$50,000.00	\$186,695.49
	30-11-2021	Closing Balance	0.30		\$186,695.49
Accrued interest for period 01-Nov-2021 to 30-Nov-2021				<u>\$45.12</u>	
Total Gawler River General				\$45.12	

Summary

Gawler River Floodplain Management Authority	Accrued Interest
Gawler River General	\$45.12
Grand Total	\$45.12

Profit & Loss [Budget Analysis]

July 2021 To November 2021

	Selected Period	Budgeted	\$ Difference
Income			
Admin of GRFMA			
Member Subscriptions	\$88,026	\$88,026	\$0
Interest LGFA	\$783	\$250	\$533
Total Admin of GRFMA	\$88,809	\$88,276	\$533
Operations Flood Mit Scheme			
Council Subscriptions	\$42,602	\$42,600	\$2
Total Operations Flood Mit Scheme	\$42,602	\$42,600	\$2
Total Income	\$131,411	\$130,876	\$535
Gross Profit	\$131,411	\$130,876	\$535
Expenses			
Admin of GRFMA			
Executive Officer Contract	\$19,836	\$22,800	(\$2,964)
Adv, printing, stationery post	\$104	\$500	(\$396)
Travelling Expenses	\$128	\$2,000	(\$1,872)
Insurance PL & PI	\$3,367	\$1,683	\$1,684
Audit Committee	\$650	\$650	\$0
Audit Fees	\$5,188	\$5,500	(\$312)
Bank Fees	\$23	\$50	(\$27)
Legal Fees	\$0	\$1,000	(\$1,000)
Honorarium - Chairperson	\$4,000	\$3,800	\$200
Other	\$1,845	\$2,500	(\$655)
Total Admin of GRFMA	\$35,141	\$40,483	(\$5,342)
Gawler River Scheme Mark 2			
Consultancies	\$60,299	\$75,000	(\$14,701)
Total Gawler River Scheme Mark 2	\$60,299	\$75,000	(\$14,701)
Maint Flood Mitigation Scheme			
Maintenance Contractors	\$1,950	\$0	\$1,950
Rates & Levies	\$126	\$200	(\$74)
Total Maint Flood Mitigation Scheme	\$2,076	\$200	\$1,876
Total Expenses	\$97,515	\$115,683	(\$18,168)
Operating Profit	\$33,896	\$15,193	\$18,703
Total Other Income	\$0	\$0	\$0
Total Other Expenses	\$0	\$0	\$0
Net Profit/(Loss)	\$33,896	\$15,193	\$18,703

Profit & Loss [Budget Analysis]

July 2021 To June 2022

266 Seacombe Road
Seacliff Park SA 5049ABN: 12 925 534 861
Email: davidehitchcock@bigpond.com

	Selected Period	Budgeted	\$ Difference
Income			
Admin of GRFMA			
Member Subscriptions	\$88,026	\$176,052	(\$88,026)
Interest LGFA	\$783	\$600	\$183
Total Admin of GRFMA	\$88,809	\$176,652	(\$87,843)
Operations Flood Mit Scheme			
Council Subscriptions	\$42,602	\$85,200	(\$42,598)
Total Operations Flood Mit Scheme	\$42,602	\$85,200	(\$42,598)
Total Income	\$131,411	\$261,852	(\$130,441)
Gross Profit	\$131,411	\$261,852	(\$130,441)
Expenses			
Admin of GRFMA			
Executive Officer Contract	\$19,836	\$55,000	(\$35,164)
Adv, printing, stationery post	\$104	\$1,200	(\$1,096)
Travelling Expenses	\$128	\$4,000	(\$3,872)
Insurance PL & PI	\$3,367	\$6,732	(\$3,365)
Audit Committee	\$650	\$2,600	(\$1,950)
Audit Fees	\$5,188	\$5,500	(\$312)
Bank Fees	\$23	\$120	(\$97)
Legal Fees	\$0	\$2,000	(\$2,000)
Honorarium - Chairperson	\$4,000	\$8,500	(\$4,500)
Other	\$1,845	\$6,000	(\$4,155)
Total Admin of GRFMA	\$35,141	\$91,652	(\$56,511)
Gawler River Scheme Mark 2			
Consultancies	\$60,299	\$85,000	(\$24,701)
Total Gawler River Scheme Mark 2	\$60,299	\$85,000	(\$24,701)
Maint Flood Mitigation Scheme			
Maintenance Contractors	\$1,950	\$15,000	(\$13,050)
Rates & Levies	\$126	\$200	(\$74)
Total Maint Flood Mitigation Scheme	\$2,076	\$15,200	(\$13,124)
Depreciation			
Depreciation	\$0	\$321,163	(\$321,163)
Total Expenses	\$97,515	\$513,015	(\$415,500)
Operating Profit	\$33,896	(\$251,163)	\$285,059
Total Other Income	\$0	\$0	\$0
Other Expenses			
Interest Expense	\$0	\$70,000	(\$70,000)
Total Other Expenses	\$0	\$70,000	(\$70,000)
Net Profit/(Loss)	\$33,896	(\$321,163)	\$355,059

Balance Sheet

As of November 2021

266 Seacombe Road
Seacliff Park SA 5049

ABN: 12 925 534 861

Email: davidehitchcock@bigpond.com

Assets		
Current Assets		
Bank Accounts		
Bank SA Account	(\$1,435.79)	
LGFA Investment Account	\$186,695.49	
Total Bank Accounts		\$185,259.70
Other Current Assets		
Trade Debtors	\$30,485.40	
Debtor	\$39.71	
ATO Payments & Refunds	\$285.65	
Total Other Current Assets		\$30,810.76
Total Current Assets		\$216,070.46
Non-Current Assets		
Infrastructure	\$25,245,000.00	
Accum. Depr. Infrastructure	(\$4,102,125.00)	
Land	\$477,000.00	
Access Roads	\$84,000.00	
Accumulated Dep Access Rd	(\$14,200.00)	
Total Non-Current Assets		\$21,689,675.00
Total Assets		\$21,905,745.46
Liabilities		
Current Liabilities		
GST Liabilities		
GST Collected	\$13,057.80	
GST Paid	(\$12,938.20)	
Total GST Liabilities		\$119.60
Total Current Liabilities		\$119.60
Total Liabilities		\$119.60
Net Assets		\$21,905,625.86
Equity		
Accumulated Surplus	\$15,957,461.00	
Asset Revaluation Reserves	\$8,681,973.10	
Retained Earnings	(\$2,767,704.16)	
Current Year Surplus/Deficit	\$33,895.92	
Total Equity		\$21,905,625.86

This report includes Year-End Adjustments.

**GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY
CONSOLIDATED BUDGET 2021/2022 REVIEW 1**

UNIFORM PRESENTATION OF FINANCES

2020/2021 FULL YEAR ACTUALS		2021/2022 BUDGET	2021/2022 BUDGET
\$		\$	\$
217,344	Operating Revenues	266,652	266,652
(498,698)	less Operating Expenses	(587,815)	(587,815)
(281,354)	Operating Surplus / (Deficit) before Capital Amounts	(321,163)	(321,163)
	Less Net Outlays in Existing Assets		
-	Capital Expenditure on renewal and replacement of Existing Assets	-	-
(321,163)	less Depreciation, Amortisation and Impairment	(321,163)	(321,163)
-	less Proceeds from Sale of Replaced Assets	-	-
(321,163)		(321,163)	(321,163)
	Less Net Outlays on New and Upgraded Assets		
-	Capital Expenditure on New and Upgraded Assets	-	-
-	less Amounts received specifically for New and Upgraded Assets	-	-
-	less Proceeds from Sale of Surplus Assets	-	-
-		-	-
39,809	Net Lending / (Borrowing) for Financial Year	-	-

**GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY
CONSOLIDATED BUDGET 2021/2022 REVIEW 1**

STATEMENT OF CHANGES IN EQUITY

2020/2021 FULL YEAR ACTUALS \$		2021/2022 BUDGET \$	2021/2022 BUDGET BUDGET \$
	ACCUMULATED SURPLUS		
13,471,111	Balance at end of previous reporting period	13,080,562	13,189,757
(281,354)	Net Result for Year	(321,163)	(321,163)
0	Transfer From Reserves	0	0
0	Transfer To Reserves	0	0
13,189,757	BALANCE AT END OF PERIOD	12,759,399	12,868,594
	ASSET REVALUATION RESERVE		
8,681,973	Balance at end of previous reporting period	8,681,973	8,681,973
0.00	Gain on revaluation of infrastructure, property, plant & equipment	0.00	0.00
0.00	Transfer to Accumulated Surplus on sale of infrastructure, property, plant & equipment	0.00	0.00
8,681,973	BALANCE AT END OF PERIOD	8,681,973	8,681,973
21,871,730	TOTAL EQUITY AT END OF REPORTING PERIOD	21,441,372	22,043,187

**GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY
CONSOLIDATED BUDGET 2021/2022 REVIEW 1**

BALANCE SHEET

2020/2021 FULL YEAR ACTUALS		2021/2022 BUDGET	2021/2022 BUDGET BUDGET
	ASSETS		
\$	CURRENT ASSETS	\$	\$
169,344	Cash and cash equivalents	71,248	169,344
49,278	Trade & other receivables	1,612	49,278
-	Inventories	-	-
<u>218,622</u>	TOTAL CURRENT ASSETS	<u>72,860</u>	<u>218,622</u>
	NON-CURRENT ASSETS		
-	Financial Assets	-	-
21,689,675	Infrastructure, Property, Plant & Equipment	21,368,512	21,368,512
<u>21,689,675</u>	TOTAL NON-CURRENT ASSETS	<u>21,368,512</u>	<u>21,368,512</u>
<u>21,908,297</u>	TOTAL ASSETS	<u>21,441,372</u>	<u>21,587,134</u>
	LIABILITIES		
	CURRENT LIABILITIES		
36,567	Trade & Other Payables	-	36,567
-	Borrowings	-	-
-	Short-term Provisions	-	-
<u>36,567</u>	TOTAL CURRENT LIABILITIES	<u>-</u>	<u>36,567</u>
	NON-CURRENT LIABILITIES		
-	Long-term Borrowings	-	-
-	Long-term Provisions	-	-
<u>-</u>	TOTAL NON-CURRENT LIABILITIES	<u>-</u>	<u>-</u>
<u>36,567</u>	TOTAL LIABILITIES	<u>-</u>	<u>36,567</u>
<u>21,871,730</u>	NET ASSETS	<u>21,441,372</u>	<u>21,550,567</u>
	EQUITY		
13,189,757	Accumulated Surplus	12,759,399	12,868,594
8,681,973	Asset Revaluation	8,681,973	8,681,973
-	Other Reserves	-	-
<u>21,871,730</u>	TOTAL EQUITY	<u>21,441,372</u>	<u>21,550,567</u>

**GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY
CONSOLIDATED BUDGET 2021/2022 REVIEW 1**

CASH FLOW STATEMENT

2020/2021 FULL YEAR ACTUALS		2021/2022 BUDGET	2021/2022 BUDGET BUDGET
\$		\$	\$
Inflows		Inflows	Inflows
(Outflows)		(Outflows)	(Outflows)
	CASHFLOWS FROM OPERATING ACTIVITIES		
	RECEIPTS		
199,195	Operating Receipts	266,052	266,052
1,023	Investment Receipts	600	600
	PAYMENTS		
(182,638)	Operating payments to suppliers & employees	(266,652)	(266,652)
-	Finance Payments	-	-
17,580	Net Cash provided by (or used in) Operating Activities	-	-
	CASH FLOWS FROM INVESTING ACTIVITIES		
	RECEIPTS		
-	Grants specifically for new or upgraded assets	-	-
0	Sale of Assets	0	0
	PAYMENTS		
-	Capital Expenditure on renewal/replacement of assets	-	-
-	Capital Expenditure on new/upgraded assets	-	-
-	Net Cash provided by (or used in) Investing Activities	-	-
	CASH FLOWS FROM FINANCING ACTIVITIES		
	RECEIPTS		
-	Proceeds from Borrowings	-	-
	PAYMENTS		
-	Repayment of Borrowings	-	-
-	NET CASH USED IN FINANCING ACTIVITIES	-	-
17,580	NET INCREASE (DECREASE) IN CASH HELD	-	-
151,764	CASH AT BEGINNING OF YEAR	71,248	169,344
<u>169,344</u>	CASH AT END OF YEAR	<u>71,248</u>	<u>169,344</u>

**GAWLER RIVER FLOODPLAIN MANAGEMENT AUTHORITY
CONSOLIDATED BUDGET 2021/2022 REVIEW 1**

STATEMENT OF COMPREHENSIVE INCOME

2020/2021 FULL YEAR ACTUALS \$'000	INCOME	2021/2022 BUDGET \$'000	2021/2022 BUDGET BUDGET \$'000
196,235	Subscriptions	266,052	266,052
20,000	Grants Subsidies and Contributions	-	-
1,009	Investment Income	600	600
100	Other	-	-
<hr/>		<hr/>	<hr/>
217,344	TOTAL REVENUES	266,652	266,652
	EXPENSES		
177,535	Materials, Contracts and Other Expenses	266,652	266,652
-	Finance Costs	-	-
321,163	Depreciation, amortisation & impairment	321,163	321,163
<hr/>		<hr/>	<hr/>
498,698	Total Expenses	587,815	587,815
	OPERATING SURPLUS/(DEFICIT) BEFORE CAPITAL AMOUNTS		
(281,354)		(321,163)	(321,163)
-	Net gain (loss) on disposal or revaluation of assets	-	-
-	Amounts specifically for new or upgraded assets	-	-
-	Physical resources received free of charge	-	-
<hr/>		<hr/>	<hr/>
(281,354)	TOTAL COMPREHENSIVE INCOME	(321,163)	(321,163)

Profit & Loss [Budget Analysis]

July 2021 To June 2022

266 Seacombe Road
Seacliff Park SA 5049ABN: 12 925 534 861
Email: davidehitchcock@bigpond.com

	Selected Period	Budgeted	\$ Difference
Income			
Admin of GRFMA			
Member Subscriptions	\$88,026	\$176,052	(\$88,026)
Interest LGFA	\$748	\$600	\$148
Total Admin of GRFMA	\$88,774	\$176,652	(\$87,878)
Operations Flood Mit Scheme			
Council Subscriptions	\$42,602	\$85,200	(\$42,598)
Total Operations Flood Mit Scheme	\$42,602	\$85,200	(\$42,598)
Total Income	\$131,376	\$261,852	(\$130,476)
Gross Profit	\$131,376	\$261,852	(\$130,476)
Expenses			
Admin of GRFMA			
Executive Officer Contract	\$19,836	\$55,000	(\$35,164)
Adv, printing, stationery post	\$104	\$1,200	(\$1,096)
Travelling Expenses	\$128	\$4,000	(\$3,872)
Insurance PL & PI	\$3,367	\$6,732	(\$3,365)
Audit Committee	\$650	\$2,600	(\$1,950)
Audit Fees	\$5,188	\$5,500	(\$312)
Bank Fees	\$18	\$120	(\$102)
Legal Fees	\$0	\$2,000	(\$2,000)
Honorary - Chairperson	\$4,000	\$8,500	(\$4,500)
Other	\$1,795	\$6,000	(\$4,205)
Total Admin of GRFMA	\$35,086	\$91,652	(\$56,566)
Gawler River Scheme Mark 2			
Consultancies	\$60,299	\$85,000	(\$24,701)
Total Gawler River Scheme Mark 2	\$60,299	\$85,000	(\$24,701)
Maint Flood Mitigation Scheme			
Maintenance Contractors	\$1,950	\$15,000	(\$13,050)
Rates & Levies	\$126	\$200	(\$74)
Total Maint Flood Mitigation Scheme	\$2,076	\$15,200	(\$13,124)
Depreciation			
Depreciation	\$0	\$321,163	(\$321,163)
Total Expenses	\$97,461	\$513,015	(\$415,554)
Operating Profit	\$33,916	(\$251,163)	\$285,079
Total Other Income	\$0	\$0	\$0
Other Expenses			
Interest Expense	\$0	\$70,000	(\$70,000)
Total Other Expenses	\$0	\$70,000	(\$70,000)
Net Profit/(Loss)	\$33,916	(\$321,163)	\$355,079

Profit & Loss [Budget Analysis]

July 2021 To November 2021

266 Seacombe Road
Seacliff Park SA 5049ABN: 12 925 534 861
Email: davidehitchcock@bigpond.com

	Selected Period	Budgeted	\$ Difference
Income			
Admin of GRFMA			
Member Subscriptions	\$88,026	\$88,026	\$0
Interest LGFA	\$748	\$250	\$498
Total Admin of GRFMA	\$88,774	\$88,276	\$498
Operations Flood Mit Scheme			
Council Subscriptions	\$42,602	\$42,600	\$2
Total Operations Flood Mit Scheme	\$42,602	\$42,600	\$2
Total Income	\$131,376	\$130,876	\$500
Gross Profit	\$131,376	\$130,876	\$500
Expenses			
Admin of GRFMA			
Executive Officer Contract	\$19,836	\$22,800	(\$2,964)
Adv, printing, stationery post	\$104	\$500	(\$396)
Travelling Expenses	\$128	\$2,000	(\$1,872)
Insurance PL & PI	\$3,367	\$1,683	\$1,684
Audit Committee	\$650	\$650	\$0
Audit Fees	\$5,188	\$5,500	(\$312)
Bank Fees	\$18	\$50	(\$32)
Legal Fees	\$0	\$1,000	(\$1,000)
Honorarium - Chairperson	\$4,000	\$3,800	\$200
Other	\$1,795	\$2,500	(\$705)
Total Admin of GRFMA	\$35,086	\$40,483	(\$5,397)
Gawler River Scheme Mark 2			
Consultancies	\$60,299	\$75,000	(\$14,701)
Total Gawler River Scheme Mark 2	\$60,299	\$75,000	(\$14,701)
Maint Flood Mitigation Scheme			
Maintenance Contractors	\$1,950	\$0	\$1,950
Rates & Levies	\$126	\$200	(\$74)
Total Maint Flood Mitigation Scheme	\$2,076	\$200	\$1,876
Total Expenses	\$97,461	\$115,683	(\$18,222)
Operating Profit	\$33,916	\$15,193	\$18,723
Total Other Income	\$0	\$0	\$0
Total Other Expenses	\$0	\$0	\$0
Net Profit/(Loss)	\$33,916	\$15,193	\$18,723

Agenda Item: 8.5
Committee: Board
Meeting Date: 9 December 2021
Title: GRFMA Annual Business Plan Progress Report

Recommendation:

That the GRFMA receives the progress report of the GRFMA Business Plan 2021-2022.

The table below provides an update on progress of achievements GRFMA Business Plan 2021 - 2022. A report is to be provided to the 9 December 2021 GRFMA Board meeting.

Evaluation of Performance against the 2021-2022 Business Plan

Part A: Funding

Performance Targets:	Timings:	To be measured By:	Actual Achievements
Grant Claims	At all times	Lodge claims monthly for the payment of Commonwealth and State Government Grants.	<input checked="" type="checkbox"/> Claims lodged according to grant conditions
Maintain positive Cash Flow	At all times	Positive bank account balances at all times.	<input checked="" type="checkbox"/> Positive cash flow maintained

Part B: Proposed Flood Mitigation Scheme Works

South Para Works Completed 2012
--

Gawler River Flood Mitigation Scheme

- One What will the Mark Two Scheme Include? (Note these steps may occur concurrently and not necessarily in the following order)
- Two Reconfirm with the Constituent Councils that a 1 in 100-year level of protection is the protection standard that is to be pursued in the development of the Gawler River Flood Mitigation Scheme - Mark Two Strategy. N.B. The protection standard does not guarantee full protection for all flood events. ***The Findings Report 2016 advises the 1 in 100 ARI event is considered to be the minimum desirable level of flood protection for new development as well as for much of the existing floodplain development.***
 - Determine if a second dam on the North Para River or modification to the Bruce Eastick North Para Flood Mitigation Dam is an option. The GRFMA Board has recently accepted a tender for a Findings Report to undertake an assessment to determine if a second dam is required and feasible. ***The Findings Report 2016 advised enlarging the existing Bruce Eastick North Para Flood Mitigation Dam on the North Para offers the greatest level of protection with least impacts and is rated as the most favoured structural mitigation option. This option deferred pending completion of the Gawler River Stormwater Management Plan. Noting feasibility of raising the height of the Bruce Eastick Dam is still a strategic consideration.***
- Three The Gawler River Floodplain Mapping Model should be maintained as the reference tool to demonstrate the level of flood protection and validity of design of land proposed for development as part of the approval process. To achieve this, the model should be upgraded to include recent works such as the Northern Expressway works, and the additional floodplain mapping completed as part of the Light River Templers Creek Salt Creek Mapping Study by the Adelaide Plains Council. ***Completed.***
- Four To further develop the preliminary assessment of possible local area levees prepared in the 2008 Gawler River Floodplain Mapping Study at Gawler, Angle Vale and Two Wells and develop a levee strategy for Virginia to a robust design standard with a staging plan. Undertake a cost benefit study for each stage of the plan. ***This option deferred pending completion of the Gawler River Stormwater Management Plan.***
- Five Establish a protocol with the Floodplain Councils that where development of land in areas identified as 'at risk of flooding' is planned to proceed by the implementation of a local area levee that mapping of the proposed levees on the Gawler River Floodplain Mapping Study Model will be required. ***It is anticipated the Gawler River Unharmful Mitigation Project will contribute to understanding of this issue and relevant strategies.***
- Six Maintain a working relationship with the Australian Rail Track Corporation to ensure that any changes to Railtrack infrastructure of culverts and rail heights are mapped on the Gawler River Floodplain Mapping Study Model to identify any changes to flooding impacts. ***Ongoing - new modifications to the trail bridge completed November 2020.***
- Seven Develop a funding strategy for flood protection that is delivered by local area levees on the questions of who should own and maintain the levees and whether local area levees are regional works that the GRFMA should fund or are they local works that are the responsibility of the local Council. ***This option deferred pending completion of the Gawler River Stormwater Management Plan***
- Eight Investigate opportunities for funding partners and grants to undertake the necessary assessments and designs. ***Ongoing.***
- Nine The Scheme will also seek to clarify, through the Local Government Association, the policy and legal framework around maintenance of rivers and creeks where those rivers and creeks are part of the regional flood management plan. Under current legislation a landowner is responsible for the condition of a creek or waterway on private land. ***The Department for Environment and Water has recently received funding to undertake a project to consider the issues and the GRFMA will be a participant.***

Part B: Maintenance of the Scheme

Performance Targets:	Timings:	To be measured By:	Actual Achievements
Six monthly inspection	June and December	Completion of Inspection Report	<input checked="" type="checkbox"/> O&M manual in operation <input checked="" type="checkbox"/> Dam Safety Emergency Plan in operation <input checked="" type="checkbox"/> Periodic visual inspection of the Dam and surrounds maintained <input checked="" type="checkbox"/> Maintenance repair requirements identified and actioned.

Part C: Operation of the Regional Subsidiary

Performance Targets:	Timings:	To be measured By:	Actual Achievements
Reports to Stakeholders	Bi-Monthly	Key Outcomes Summary to be published following each Board Meeting	<input checked="" type="checkbox"/> Key Outcomes Summary prepared following GRFMA meetings
Maintain effective Regional Subsidiary	December	The performance of the Executive Officer be reviewed annually Charter Review	<input checked="" type="checkbox"/> Review conducted in October 2021 with GRFMA resolution endorsing a further 2 year contract renewal (01 Jan 2022- 31 Dec 2023) <input checked="" type="checkbox"/> GRFMA Charter Review(2nd stage) report completed. # Consultation with constituent councils and funding model pending
	August	The appointment of Auditor, Bank Operators, levels of insurance, appropriate registrations, delegations and policies be reviewed annually.	<input checked="" type="checkbox"/> New External Auditor 2019-2024 appointed June 2019 <input checked="" type="checkbox"/> Appropriate levels of insurance reviewed in July 2021
Review of the Business Plan	By 31 st March	Review the Business Plan prior to preparing the Budget Forward to the Councils	<input checked="" type="checkbox"/> June 2021-2022– Business Plan adopted <input checked="" type="checkbox"/> June 2021– Achievements against the Business Plan 2020-2021 presented

Performance Targets:	Timings:	To be measured By:	Actual Achievements
Annual Budget	By 31 st March, June, October, December	Adopt for consultation forward to Councils- Adopt Budget – copy to Councils in 5 days- Conduct Budget Reviews	<input checked="" type="checkbox"/> March 2021 –Council consultation <input checked="" type="checkbox"/> Budget 2021 - 20212adopted at June 2021 Board meeting
Subscriptions	June December	Send half year subscriptions to Council	<input checked="" type="checkbox"/> All first half subscriptions paid. Second half subscriptions to be sent December 2021
Report to Constituent Councils	Following each Board meeting By 30 th September	The receipt of the following reports by Councils, Board Meeting Key Outcome Summary Annual Report including Annual Financial Statements	<input checked="" type="checkbox"/> Key Outcomes Summary prepared following meetings <input checked="" type="checkbox"/> Annual Report forwarded electronically to Councils.
Governance	Ongoing	Policies and new management framework documents developed and reviewed	<input checked="" type="checkbox"/> 2021 Periodic Policy review tabled 22/11/21 GRFMA Audit Committee # Strategic Plan, Asset Management Plan and Long Term Financial Plan to be developed

Performance Targets:	Timings:	To be measured By:	Actual Achievements
Annual Operations		<p>Continuation of the revegetation program around land associated with the Bruce Eastick North Para Flood Mitigation Dam.</p> <p>Scheduled inspections and environmental management of land associated with the Dam Location. Routine (monthly), Intermediate (annually), Comprehensive (every 5 years due 2022/2023).</p> <p>Completion of the GRFMA Charter Review 2.</p> <p>Completion of the Gawler River Stormwater Management Plan.</p> <p>Completion of the GRFMA Strategic Plan.</p> <p>Establishment of the Long Term Financial Plan, and Asset Management Plan.</p> <p>Subject to the outcomes of the Gawler River Stormwater Management Plan, continue the advocacy program to secure funding for the Northern Floodway project.</p> <p>Engagement/partnership with the State Government to deliver the \$9 Million for Gawler River flood mitigation</p> <p>Completion repairs to the BE North Para Flood Mitigation Dam.</p>	<p><input checked="" type="checkbox"/> Endorsed and working in conjunction with Light Regional Council.</p> <p><input checked="" type="checkbox"/> Periodic inspections GRFMA officer level</p> <p><input checked="" type="checkbox"/> Annual land management lease in place</p> <p># Draft report competed-finalisation pending further consultation with constituent councils on funding model.</p> <p># In progress completion due April 2022</p> <p># Draft report competed-finalisation pending further consultation with constituent councils.</p> <p># Not yet commenced, pending completion of the GRFMA Strategic Plan</p> <p># On hold pending completion of the Gawler River Stormwater Management Plan.</p> <p><input checked="" type="checkbox"/> In progress</p> <p><input checked="" type="checkbox"/> In progress - tenders finalized repairs scheduled to commence 03/01/2022</p>

Agenda Item: 8.6
Committee: Board
Meeting Date: 9 December 2021
Title: Loan Facility LGFA

Recommendation:
That the report be received.

The GRFMA has been undertaking a process to facilitate acceptance of a preferred tender for Bruce Eastick North Para Flood Mitigation Dam Repairs.

Refer Confidential Minutes of the previous GRFMA Meeting 21/10/2021 for further information.

The Local Government Finance Authority (LGFA) has now approved the provision of loan funds to enable financing of the works.

See attached documentation from LGFA identifying the conditions of offer of finance that requires affixing of the GRFMA common seal in the presence of two GRFMA Board Members whom must also sign the document in witness.

GRFMA consideration for acceptance and endorsement of the final contract for works for the Dam repairs is to be considered at confidential item 10.1. It is recommended that any considered resolution accepting and authorising affixing the seal to the LGFA loan document be deferred until Board discussion on the final Dam repairs contract is completed. In this regard the Board will retain the option of accepting or declining the finance offer should the contract of works not be endorsed.

Suitable resolution and recommendation regarding the LGFA loan funds process will be included in confidential item 10.1.

In recommending that this report be received, it has been provided as a public document in the interest of transparency so that Board Members and Constituent Councils have knowledge and understanding of GRFMA financing activities.

The GRFMA Charter, in part, provides:

8.5 Unless otherwise approved by the Constituent Councils, any and all borrowings (except overdraft facilities) taken out by the Authority:

8.5.1 must be from the Local Government Financial Authority or a registered bank or financial institution within Australia; and

- 8.5.2 *the Authority shall not act outside of the areas of the Constituent Councils without their prior approval and that approval shall only be granted upon the basis that the Constituent Councils consider it necessary or expedient for the performance of their or the Authority's functions.*
- 8.6 *The Authority will have a common seal which may be affixed to documents requiring execution under common seal and must be witnessed by the Chairperson and one other Board Member.*
- 8.7 *The common seal must not be affixed to a document except to give effect to a resolution of the Board. The Executive Officer will maintain a register which records the resolutions of the Board giving authority to affix the common seal and details of the documents to which the common seal has been affixed with particulars of the persons who witnessed the fixing of the seal and the date.*
- 8.8 *The Board may by instrument under the seal authorise a person to execute documents on behalf of the Authority. The Executive Officer will maintain a register of such resolutions and details of any documents executed in this way, together with particulars of the person executing the document.*

The Executive Officer
Mr David Hitchcock
Gawler River Floodplain Management Authority
266 Seacombe Road
Seacliff Park SA 5049

Dear David,

RE DEBENTURE LOAN FOR \$700,000 LOAN NO. 1

Thank you for your application dated 30th of September 2021 seeking loan funds of \$700,000.

The loan is approved subject to compliance with the requirements of the *Local Government Act 1999*.

Purpose

The purpose of the loan is to Repairs to Bruce Eastick Dam.

Interest Rate

As requested the loan funds will be made available on a floating or fixed interest rate and variable principal basis up to a maximum of \$700,000 until 15th December 2031.

Settlement

Settlement, for the first drawdown, has been scheduled for anytime on or after 15th December 2021 with the following drawdown options:

1. Floating Rate – Currently 2.05% pa.

- drawdown may be in full or part
 - floating rate principal may fluctuate and subject to 24 hours notice may be drawn/repaid and drawn again up to the available limit until maturity date.
 - repayment of floating rate principal prior to facility expiry date is at the option of Council.
 - interest rate may be varied subject to 24 hours notice.

2. Variable Rate – 30 Days – 180 Days – BBSW

- alternatively, funds are available utilising an interest rate which is the average of the swap reference rates quoted on the Reuters Monitor System Bank Bill Interest Rate Swap Reference Page (currently known as “BBSW”) at or about 10.00 am Australian Eastern Standard Time on the Drawdown Date and on Rollover Dates for bank accepted Bills of Exchange for a tenor of 30 days to a maximum of 180 days at a margin over BBSW for the selected term. Indicative rates can be provided.
- all or portion of the principal balance outstanding or amount being drawdown, (in multiples of \$100,000's with a minimum of \$100,000) may be FIXED for a period of between 30 to 180 days (but maturing on a date prior to the expiry date of the Convertible Cash Advance Debenture facility) at a FIXED rate of interest related to BBSW.
- prepayment subject to market value.

3. Fixed Rate – 1 Year-5 Year Term

- on 24 hours notice all or portion of the principal balance outstanding or amount being drawdown, (in multiples of \$100,000's with a minimum of \$100,000) may be FIXED for a period of between 1 to 5 years (but maturing on a date prior to the expiry date of the Convertible Cash Advance Debenture facility) at a FIXED rate of interest.
- prepayment subject to market value.

Documentation

Please print 'Original' and 'Client's copy' of loan documentation for signing.

Please note all of the pages of the Schedule to the Loan must be initialled by all signatories party to the document.

Please return the executed copies of the agreement to LGFA by express post as soon as possible, but no later than 15th December 2021.

Once the loan agreement has been executed by the LGFA, a copy will be forwarded to Gawler River Floodplain Management Authority.

General

Upon receipt of the executed copy of the loan documentation, funds will be available on the LGFA Portal from the designated settlement date. When funds are required or are to be repaid, this is to be actioned on the LGFA Portal.

Please do not hesitate to contact the undersigned if there are any aspects requiring clarification.

Regards

A handwritten signature in blue ink, appearing to read 'Natasha Grigg', is positioned above the printed name.

Natasha Grigg
Manager Lending & Treasury

Loan Facility Agreement No 1

Date

2021

Parties

1. **Local Government Finance Authority of South Australia** of Suite 1205, 147 Pirie Street, Adelaide, South Australia ('LGFA').
2. Gawler River Floodplain Management Authority of 266 Seacombe Road Seacliff Park SA 5049 (a regional subsidiary pursuant to the *Local Government Act 1999* (SA)) ('GRFMA') Constituent Councils of Adelaide Hills Council, Adelaide Plains Council, The Barossa Council, Town of Gawler, Light Regional Council and City of Playford.

Background

- A. LGFA is a body corporate established pursuant to the *Local Government Finance Authority Act 1983* ('the Act') and is empowered by section 21(2)(d) of the Act to lend monies to prescribed local government bodies.
- B. GRFMA is a prescribed local government body pursuant to the Act and has the necessary powers under its charter, rules or constitution to enter into a loan facility.
- C. GRFMA has applied to LGFA for a convertible cash advance facility of \$700,000 (Seven hundred thousand dollars) for the term for a term of Ten (10) years.
- D. LGFA has agreed to provide this facility to GRFMA upon the terms and conditions contained in this Agreement.

The parties agree

1. Definitions

In this Agreement unless the contrary intention appears:

- 1.1 **'Advance'** means any amounts provided or to be provided to GRFMA under this Agreement;
- 1.2 **'Agreement'** means this agreement;
- 1.3 **'Authorised Officer'** means:
 - 1.3.1 in relation to GRFMA any director, secretary or any person acting in any of those capacities or any person nominated as an authorised officer by GRFMA by notice to LGFA; and
 - 1.3.2 in relation to LGFA any person whose title of office includes the word *Manager* or any director or secretary or any person acting in any of those capacities or any solicitor of LGFA or any other person acting on behalf of LGFA;
- 1.4 **'Business Day'** means a day on which trading banks are open for business in Adelaide except Saturday or Sunday;
- 1.5 **'Cash Advance Facility'** means the facility agreed to be provided pursuant to **clause 5**;
- 1.6 **'Cash Advance Facility Rate'** means the rate of interest notified by LGFA to GRFMA on the date of the first Advance made pursuant to this Agreement or such other rate as LGFA may, by not less than 24 hours prior notice to GRFMA, specify to be the Cash Advance Facility Rate for the time being;
- 1.7 **'Commencement Date'** means date on which the Term commences on **15th December 2021**;
- 1.8 **'Conversion Date'** means each date occurring within the Drawdown Availability Period upon which or part of the Principal from an Advance is converted to another advance facility pursuant to this Agreement;
- 1.9 **'Constituent Councils'** means the constituent councils of GRFMA being Adelaide Hills Council, Adelaide Plains Council, The Barossa Council, Town of Gawler, Light Regional Council and City of Playford.
- 1.10 **'Conversion Notice'** means a notice in writing required to be given by GRFMA to LGFA of the proposed conversion of the whole or part of the Principal from an existing facility to another facility in accordance with the terms of this Agreement in a form and manner specified by LGFA from time to time;
- 1.11 **'Convertible Cash Advance Facility Amount'** means the amount of \$700,000;

- 1.12 **'Drawdown Availability Period'** means the period commencing on 15th December 2021; and ending on the Repayment Date.
- 1.13 **'Drawdown Date'** means each date occurring within the Drawdown Availability Period upon which an Advance is requested to be made by LGFA to GRFMA pursuant to this Agreement;
- 1.14 **'Drawdown Instruction'** means a request through the LGFA online portal, or in the form and manner specified by LGFA from time to time, of the proposed Drawdown Date for an Advance, required to be given by GRFMA to LGFA;
- 1.15 **'Event of Default'** means any of the events described in **clause 16**;
- 1.16 **'Facility'** means the Cash Advance Facility, Fixed Term Advance Facility and/or Short Term Facility as the context requires;
- 1.17 **'Financial Targets'** means the 'Financial Targets' as defined in **clause 15.1**;
- 1.18 **'Financial Year'** means a period commencing on 1 July and ending on the next 30 June;
- 1.19 **'Fixed Rate'** means the rate of interest notified by LGFA to GRFMA on a Drawdown Date, Conversion Date or Rollover Date as the case may be, as the rate for the Fixed Term Advance Facility;
- 1.20 **'Fixed Term'** means a term of not less than one year, nor more than five years, as requested by GRFMA, expiring not later than the Repayment Date;
- 1.21 **'Fixed Term Advance Facility'** means the facility agreed to be provided pursuant to **clause 6**;
- 1.22 **'Local Government Act'** means the *Local Government Act 1999* (SA);
- 1.23 **'Margin'** means the rate (expressed as a percentage per annum) agreed in writing between the parties at any time and from time to time;
- 1.24 **'Material Adverse Effect'** means a material adverse effect on any one or more of the following:
- 1.24.1 the ability of **GRFMA** to comply with its obligations under any Transaction Document;
 - 1.24.2 the financial condition or business of **GRFMA**;
 - 1.24.3 the effectiveness, priority or enforceability of this Agreement or any Security,
- 1.25 **'Nominated Short Term'** means the term of 30, 60, 90, 120, 150 or 180 days nominated by GRFMA not less than 24 hours prior to the Drawdown Date and each Rollover Date;
- 1.26 **'Potential Event of Default'** means anything which with the giving of notice, lapse of time or fulfilment of a condition, is likely to become an Event of Default;
- 1.27 **'Principal'** means the aggregate principal amount of the Advances which have been provided by LGFA and is outstanding at any time and from time to time;
- 1.28 **'Purpose'** means the provision of the facility to fund Repairs to Bruce Eastick Dam;
- 1.29 **'Repayment Date'** means 15th December 2031;
- 1.30 **'Repayment Notice'** means a notice in writing of the proposed repayment of the whole or some part of the Principal prior to the Repayment Date required to be given by GRFMA to LGFA in a form agreed from time to time;
- 1.31 **'Review'** means a review performed by LGFA in accordance with **clause 15**;
- 1.32 **'Rollover Date'** means each date occurring within the Drawdown Availability Period upon which a maturing Fixed Term Advance Facility or Short Term Facility is requested to be rolled over to a new Fixed Term Advance Facility or Short Term Facility pursuant to this Agreement;
- 1.33 **'Rollover Notice'** means a notice in writing required to be given by GRFMA to LGFA of a proposed rollover of the whole or part of a Fixed Term Advance Facility or Short Term Facility for a further Fixed Term or Nominated Short Term and in the form and manner specified by LGFA from time to time;
- 1.34 **'Security'** means:
- 1.33.1 in respect of **GRFMA**:
 - a. the guarantee and indemnities provided by the Constituent Councils pursuant to the Local Government Act, guaranteeing the obligations of GRFMA;
 - b. any other instrument which is entered into as security to secure GRFMA obligations under this agreement as set out in the Special Conditions; and
 - c. any substituted or additional security agreed between the parties; and
- 1.35 **'Security Interest'** means any security, preferential interest, legal or equitable mortgage, charge (fixed or floating), hypothecation, pledge, lien, title retention or conditional sales agreement, hire or hire purchase agreement, option, bill of sale, trust or restriction about transfer, use or possession and any interest registered or granted pursuant to the *Personal Property Securities Act 2009* (Cth), or an arrangement of any kind, with any creditor to have its claim satisfied before other creditors with or from the proceeds of any asset;
- 1.36 **'Short Term Facility'** means the facility agreed to be provided pursuant to **clause 7**;
- 1.37 **'Short Term Facility Rate'** means, in respect of the Nominated Short Term, that rate per centum per annum which is the average of the swap references rates quoted on the Australian Financial Markets Association (AFMA) Swap Reference Page (currently known as 'BBSW') at or about 10.00 am Australian eastern standard time on the Drawdown Date or on the Rollover Date as the case may require for Bank accepted Bills of Exchange for the tenor of the

Nominated Short Term plus the Margin provided that if such rate is unavailable, then the rate as may be reasonably determined by the parties negotiating in good faith having regard to the criteria substantially similar to the foregoing;

- 1.38 **'Special Conditions'** means any special conditions which may be annexed to this Agreement;
- 1.39 **'Term'** means the loan period of Ten (10) years; and
- 1.40 **'Transaction Documents'** means this Agreement and any Security, and any other document the parties agree in writing is a Transaction Document for the purposes of this Agreement.

2. Interpretation

In this Agreement unless the contrary intention appears:

- 2.1 the **singular** includes the plural and vice versa;
- 2.2 a **gender** includes all other genders;
- 2.3 a reference to a **person** includes a body corporate, partnership, an unincorporated body and vice versa;
- 2.4 the **headings** are for convenience only and do not affect the interpretation of this Agreement;
- 2.5 no rule of **construction** applies against a party because that party put forward this Agreement or any part of it;
- 2.6 a reference to a **party**:
 - 2.6.1 if more than one, means each of them jointly and severally;
 - 2.6.2 includes a successor to the rights or obligations of that party under this Agreement;
- 2.7 if a provision of this Agreement would, but for this clause, be **unenforceable**;
 - 2.7.1 that provision must be read down to the extent necessary to avoid that result;
 - 2.7.2 if that provision cannot read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this Agreement;
- 2.8 a reference to a **clause** means a clause of this Agreement;
- 2.9 a reference to **legislation** includes:
 - 2.9.1 legislation repealing, replacing or amending that legislation;
 - 2.9.2 any substituted legislation;
 - 2.9.3 all regulations, orders or instruments issued under that legislation;
- 2.10 a reference to **dollars** is a reference to Australian dollars;
- 2.11 a reference to **time** is a reference to South Australian time;
- 2.12 if this Agreement includes **Annexures**, the terms of the **Annexures** prevail over the terms of this Agreement; and
- 2.13 the **Background** is correct and forms part of this Agreement.

3. Purpose

GRFMA may only use the Facility for the Purpose, or for any other purpose that the parties may agree in writing from time to time.

4. Availability of Facility

Provided no Event of Default or Potential Event of Default has occurred and subject to this Agreement, LGFA will provide the Facility to GRFMA on the terms of the Transaction Documents.

5. Cash Advance Facility

- 5.1 Subject to and upon the conditions of this Agreement LGFA shall provide a Cash Advance Facility to GRFMA provided always that the amount thereof shall not at any time exceed the Convertible Cash Advance Facility Amount.
- 5.2 GRFMA may at any time and from time to time prior to the Repayment Date by way of a Drawdown Instruction given not less than 24 hours prior to the Business Day on which the relevant advance is required, request that an Advance be made in an amount which when aggregated with all other Advances provided and for the time being outstanding, will not exceed the Convertible Cash Advance Facility Amount.
- 5.3 Subject to there being no Event of Default, or Potential Event of Default, under this Agreement, and provided **clause 5.2** is complied with, LGFA shall make the relevant Advance available.

6. Fixed Term Advance Facility

- 6.1 Subject to and upon the conditions of this Agreement LGFA shall provide a Fixed Term Advance Facility to GRFMA provided always that the amount thereof shall not at any time exceed the Convertible Cash Advance Facility Amount.
- 6.2 **GRFMA** may at any time and from time to time prior to the Repayment Date by way of a Drawdown Instruction given not less than 24 hours prior to the Business Day on which the relevant advance is required, request that an Advance be made in an amount which when

aggregated with all other Advances provided and for the time being outstanding, will not exceed the Convertible Cash Advance Facility Amount.

- 6.3 Subject to there being no Event of Default, or Potential Event of Default under this Agreement, and provided **clause 6.2** is complied with, LGFA shall make the relevant Advance available.
- 6.4 GRFMA shall not be entitled to repay the whole or any part of the Fixed Term Advance Facility except upon expiry of the Fixed Term.

7. Short Term Facility

- 7.1 Subject to and upon the conditions of this Agreement LGFA shall provide a Short Term Facility to GRFMA provided always that the amount thereof shall not at any time exceed the Overall Limit.
- 7.2 GRFMA may at any time and from time to time prior to the Repayment Date by way of a Drawdown Instruction given not less than 24 hours prior to the Business Day on which the relevant advance is required, request that an Advance be made in an amount which when aggregated with all other Advances provided and for the time being outstanding, will not exceed the Convertible Cash Advance Facility Amount.
- 7.3 Subject to there being no Event of Default, or Potential Event of Default, under this Agreement, and provided **clause 7.2** is complied with, LGFA shall make the relevant Advance available.
- 7.4 GRFMA shall not be entitled to repay the whole or any part of the Short Term Facility except upon expiry of the Nominated Short Term.

8. Drawdowns

- 8.1 Each Drawdown Instruction requesting an Advance under this Agreement shall:
 - 8.1.1 be made through the LGFA online portal, or in such other form or manner as specified by LGFA from time to time;
 - 8.1.2 be made before the provision of the relevant Advance;
 - 8.1.3 be made only by or on behalf of **GRFMA** by its Authorised Officers or staff who have the appropriate authority to complete the Drawdown Instruction and request an Advance;
 - 8.1.4 be effective upon receipt by LGFA and, once given be irrevocable; and
 - 8.1.5 specify that an Advance is required under the:
 - (a) Cash Advance Facility and specify the required amount of that Advance; or
 - (b) Fixed Term Advance Facility and specify the required amount of that Advance and the required Fixed Term; or
 - (c) Short Term Facility, the amount of that Advance and the Nominated Short Term.
- 8.2 GRFMA irrevocably authorises LGFA to rely on any Drawdown Instruction received through the LGFA online portal from any person purporting to be either an Authorised Officer or a GRFMA employee with appropriate authority.
- 8.3 GRFMA warrants that all GRFMA Authorised Officers or employees who are users of the LGFA online portal hold appropriate authority to request an Advance and complete a Drawdown Instruction.
- 8.4 The LGFA may accept all Drawdown Instructions received through the online portal and LGFA is not required to inform itself of whether the Authorised Officer or employee making the Drawdown Instruction is an individual with authority to act on behalf of, or bind, GRFMA.
- 8.5 GRFMA holds LGFA harmless and indemnifies LGFA against any cost, expense or loss LGFA suffers as a result of any unauthorised person accessing the LGFA online portal and providing a Drawdown Instruction on behalf of GRFMA.
- 8.6 GRFMA must inform the LGFA of any GRFMA employee whose access to the LGFA online portal is required to be revoked.
- 8.7 Notwithstanding anything in this **clause 8**, LGFA may at any time, vary the way in which the Drawdown Instruction must be provided by giving GRFMA not less than 5 Business Days' notice.

9. Interest

- 9.1 Interest shall accrue daily on the Principal at the rate and from time to time notified to GRFMA by LGFA as its Cash Advance Facility Rate or its Fixed Rate as the case may be and shall be paid by GRFMA to LGFA in arrears on the last days of March, June, September and December in every year for so long as the relevant Advance remains outstanding.
- 9.2 In respect of any Short Term Facility, interest shall accrue daily on the Principal at the Short Term Facility Rate and shall be paid by GRFMA to LGFA in arrears on the last days of March, June, September and December occurring during the Nominated Short Term, and/or the first of such days occurring after the expiry of the Nominated Short Term.

10. Conversion

- 10.1 GRFMA may at any time by way of a Conversion Notice, request that the whole or any part of:
 - 10.1.1 the amount outstanding as a Cash Advance Facility be converted to a Short Term Facility or a Fixed Term Advance Facility; or
 - 10.1.2 a maturing Short Term Facility be converted to a Cash Advance Facility or a Fixed Term Advance Facility; or
 - 10.1.3 a maturing Fixed Term Advance Facility be converted to a Cash Advance Facility or a Short Term Facility.
- 10.2 A Conversion Notice must not be given not less than 24 hours prior to the Business Day on which the conversion is to occur.
- 10.3 A Conversion Notice must in other respects comply with the requirements of **clauses 5, 6 or 7** as the circumstances of the particular conversion require.
- 10.4 LGFA will then by notice in writing, or confirmed in writing, set the Fixed Rate or the Short Term Facility as the case may be.

11. Rollover

- 11.1 GRFMA may at any time by way of a Rollover Notice, request that the whole or any part of a maturing:
 - 11.1.1 Fixed Term Advance Facility to be rolled over to a new Fixed Term Advance Facility; or
 - 11.1.2 Short Term Facility to be rolled over to a new Short Term Facility.
- 11.2 A Rollover Notice must not be given not less than 24 hours prior to the Business Day on which the rollover is to occur.
- 11.3 A Rollover Notice must in other respects comply with the requirements of **clauses 6 or 7** as the circumstances of the particular rollover require.
- 11.4 LGFA will then by notice in writing, or confirmed in writing, set the Fixed Rate or the Short Term Facility as the case may be.

12. Repayment

- 12.1 GRFMA shall be at liberty at any time and from time to time on having given to LGFA a Repayment Notice not less than 24 hours prior to the repayment, repay the whole or any part of the Principal not being a Fixed Term Advance Facility or Short Term Facility, and the same shall, subject to the Loan, be available to be re-advanced to GRFMA.
- 12.2 The full amount of the Principal then outstanding together with all interest accrued and unpaid shall be repaid and finally discharged by GRFMA on the Repayment Date.
- 12.3 All payments to be made under this Agreement shall be made by GRFMA to LGFA not later than 2.00 pm (Adelaide time) on the relevant Repayment Date in such manner as specified by LGFA from time to time.
- 12.4 Where the date on or by which any act, matter or thing is to be done is not a Business Day such act, matter or thing may be done on the next succeeding day which is a Business Day.
- 12.5 All payments to be made by GRFMA shall be made without set-off or counterclaim and free and clear of and without deduction for or on account of any income or other taxes, imposts, deductions or other withholdings of any nature whatsoever, unless GRFMA is compelled by law to make payment subject to such deductions.

13. Conditions Precedent to Facility

- 13.1 Unless and until LGFA shall have received all of the documents from **GRFMA** referred to in **clause 13.2** and **15**, any Drawdown Instruction given or purportedly given shall have no force or effect and LGFA shall not be obliged to make any Advance under the Facility.
- 13.2 The documents referred to in **clause 13.1** are as follows:
 - 13.2.1 a certificate of solvency duly completed and authorised by **GRFMA's** accountant confirming the solvency of **GRFMA**
 - 13.2.2 a loan application in a form satisfactory to LGFA;
 - 13.2.3 certified minutes of a duly convened meeting of **GRFMA** approving the loan the subject to this Agreement, contingent on the endorsement of the loan by all Constituent Councils.
 - 13.2.4 a Statutory Declaration (in a form specified by LGFA at the time of approval of the Facility) duly executed by **GRFMA** in accordance with the Local Government Act; and
 - 13.2.5 a Drawdown Instruction in respect of the relevant advance, duly signed and complying with the requirements and containing the information required pursuant to the other provisions of this Agreement.

14. Representations and Warranties

- 14.1 GRFMA hereby represents and warrants to LGFA as follows:
- 14.1.1 it is duly established and validly existing under the Local Government Act;
 - 14.1.2 it has the power to enter into this Agreement and has taken all corporate and other action necessary to authorise the execution, delivery and performance of this Agreement;
 - 14.1.3 all consents and approvals required from all Constituent Councils, or any agency or instrumentality to the entering into of this Agreement and the due and punctual performance and observance of its obligations under this Agreement have been obtained and are in full force and effect;
 - 14.1.4 no Event of Default or Potential Event of Default has occurred or is subsisting as at the date of this Agreement or any Drawdown Date;
 - 14.1.5 it has complied with all laws binding on it;
 - 14.1.6 it has disclosed in writing to LGFA all information which may be material to LGFA's decision to enter into this Agreement or the Transaction Documents or which may present a materially different view on its business operations or financial conditions;
 - 14.1.7 no limit on the powers of GRFMA to borrow will be exceeded as a result of this Agreement or anything contemplated under this Agreement;
 - 14.1.8 the execution, delivery and performance by GRFMA of this Agreement will not constitute a breach of its charter, rules or constitution or of any contractual obligation or other existing law, regulation, consent or authorisation binding on it;
 - 14.1.9 it is not in default under any deed, agreement or other document or engagement to which it is a party or by which it is or may be bound or in respect of any financial commitment or obligation;
 - 14.1.10 it is able to, and will continue to be able to, pay its debts as and when they fall due for payment upon entering into this Agreement or any transaction contemplated under any of the documents to which it is a party; and
 - 14.1.11 no litigation, arbitration or administrative proceedings or any circumstance likely to give rise to such proceedings, exists or is pending or threatened which could in any way adversely affect the ability of GRFMA to comply fully with its obligations under this Agreement and to pay its debts as and when they fall due or which may result in a Material Adverse Effect.
- 14.2 GRFMA also hereby represents and warrants to the LGFA any additional representations and warranties specific to GRFMA as set out in the Special Conditions.
- 14.3 The representations and warranties in this **clause 14** shall be made on the date of, and survive, the execution of this Agreement and are taken to be repeated on the Drawdown Dates, the Rollover Dates and at each date of a Review with reference to the facts and circumstances subsisting at that date.
- 14.4 GRFMA acknowledges that LGFA has entered into this Agreement, and any Transaction Documents, and agreed to provide the Facility in reliance on the representations and warranties provided in accordance with **clause 14.2**.

15. Review

- 15.1 If the parties have separately agreed by way of Special Condition, as annexed to this Agreement, or by way of separate agreement in writing that financial covenants, ratios or targets ('**Financial Targets**') apply to this Agreement, the failure to satisfy the Financial Targets is a breach of this Agreement.
- 15.2 The parties may agree in writing to amend the Financial Targets from time to time.
- 15.3 **GRFMA** must provide to LGFA:
- 15.3.1 an annual report;
 - 15.3.2 the long term financial plan; and
 - 15.3.3 any other financial document which LGFA requests.
- 15.4 **GRFMA** is to provide the documents referred to in **clause 15.3**, as and when requested by LGFA, and as soon as practicable following the end of each Financial Year.
- 15.5 LGFA may, in its absolute discretion, undertake reviews of the documentation provided to it under **clause 15.3** to ensure:
- 15.5.1 that the Financial Targets have been met or are on target to be met; and
 - 15.5.2 that there have not been any Material Adverse Effects that have occurred, ('**Review**')
- 15.6 If, after undertaking a Review, LGFA forms the view, acting reasonably, that a Financial Target has not been met, cannot be met or is not expected to be met by the required time, or that a Material Adverse Effect has occurred, the LGFA may give notice to **GRFMA** of that fact.

16. Events of Default

- 16.1 If any of the events specified in **clause 16.2** shall occur, then:
- 16.1.1 the Principal together with interest accrued thereon and all other monies payable under this Agreement shall at the option of LGFA and notwithstanding any delay or previous waiver of the right to exercise such option, immediately become due and payable without the necessity for any demand or notice to **GRFMA**; and
 - 16.1.2 LGFA may refuse to accept any Drawdown Instruction at LGFA's discretion, even if **GRFMA** has not yet drawn the whole of the Convertible Cash Advance Facility Amount.
- 16.2 The events referred to in **clause 16.1** are as follows:
- 16.2.1 if **GRFMA** or Constituent Councils fails to pay any monies due and owing to LGFA on or before the due date for payment and that breach has not been remedied by **GRFMA** or Constituent Councils within a period of five Business Days after LGFA has given written notice to **GRFMA** or Constituent Council to remedy the breach;
 - 16.2.2 if any representation or warranty contained in this Agreement, Transaction Document or any other agreement with LGFA whatsoever proves to be incorrect in any particular when made or deemed to be repeated under this Agreement (or any agreement with LGFA whatsoever) or any such representation or warranty shall become incorrect in any particular;
 - 16.2.3 if **GRFMA** or Constituent Councils have breached this Agreement, Transaction Document or any other agreement with LGFA (other than a breach referred to in **clause 16.2.2** above) and that breach has not been remedied within a period of five Business Days after LGFA has given written notice to remedy the breach;
 - 16.2.4 if any loan or other indebtedness of **GRFMA** or Constituent Councils for any reason becomes due and payable prematurely;
 - 16.2.5 if **GRFMA** or any Constituent Council stops or suspends payments of any of its debts as and when they fall due;
 - 16.2.6 if **GRFMA** or any Constituent Council is insolvent in that it is unable to pay its debts as and when they become due and payable;
 - 16.2.7 any Security Interest over any assets of **GRFMA** or Constituent Councils becomes enforceable;
 - 16.2.8 a Financial Target referred to in **clause 15.1** has not been met;
 - 16.2.9 notice has been given to **GRFMA** in accordance with **clause 15.6**;
 - 16.2.10 a liquidator, provisional liquidator, administrator, official manager, manager, receiver or receiver and manager is appointed to **GRFMA** or any Constituent Council or to any of its assets or undertaking or if any steps are taken for such an appointment;
 - 16.2.11 the Minister takes any steps to wind-up **GRFMA** in accordance with the Local Government Act ;
 - 16.2.12 any of the events described in a Transaction Document as an Event of Default; and
 - 16.2.13 any event or series of events, whether related or not, occurs that may have, in the reasonable opinion of LGFA a Material Adverse Effect.

17. Security

- 17.1 **GRFMA** grants the Security to the LGFA to secure its obligations under this Agreement.
- 17.2 Until finally discharged in writing by LGFA, the Security remains a continuing security for the due payment of the Principal and all interest outstanding:
- 17.2.1 irrespective of any sums which may from time to time be paid to the credit of any account of **GRFMA** with LGFA;
 - 17.2.2 notwithstanding the account of **GRFMA** may appear at any time appear to be in credit; or
 - 17.2.3 notwithstanding any settlement of account or any other matter or thing.
- 17.3 **GRFMA** consents to, and will do all things necessary to, enable LGFA to register the Security and its interest under this Agreement on the Personal Property Security Register as defined in the *Personal Property Security Act 2009* (Cth) ('PPSA').
- 17.4 **GRFMA** must give all details and all information necessary to enable LGFA to make an effective registration and to perfect its interest and ensure that it continues to remain effective.
- 17.5 **GRFMA** waive its rights to receive notices under the PPSA (including notice of a verification statement).
- 17.6 Without limitation to **clause 17.5**, **GRFMA** waives any rights they have to receive a notice under sections 95, 118, 121(4), 130, 135 and 157 of the PPSA.

18. Notice

- 18.1 A notice under this Agreement is deemed to have been given if it is in writing and signed by the sender or its agent and is:
- 18.1.1 sent by pre-paid post to the recipient's last known place of business (or any other address notified to all parties in writing);
 - 18.1.2 sent by facsimile transmission to the recipient's last known facsimile number;
 - 18.1.3 sent by email transmission to the recipient's last known email address;
 - 18.1.4 sent or delivered to the recipient in accordance with the *Corporations Act 2001* (Cth) or any other legislation.
- 18.2 A notice given in accordance with **clause 18.1** is deemed to have been given and received:
- 18.2.1 if transmitted by facsimile or email:
 - (a) on the day of transmission or delivery if transmission or delivery occurred before 4.00 pm on a Business Day; and
 - (b) otherwise, on the next Business Day; and
 - 18.2.2 if sent by pre-paid mail, on the third Business Day after posting.
- 18.3 Where two or more persons comprise a party, notice to one is effective notice to all.

19. Certificate

GRFMA agrees that a statement signed by LGFA or its Authorised Officer certifying the amount owing by GRFMA to LGFA is conclusive evidence of the amount owing by GRFMA to LGFA at the time, except in the case of obvious error.

20. General

- 20.1 **Time Of The Essence**
Time is of the essence in respect of the times stipulated in this Agreement.
- 20.2 **Waiver**
A right under this Agreement may be waived only by written notice.
- 20.3 **Consent**
If the consent of LGFA is required under this Agreement for any act matter or thing to be done or carried out by GRFMA, LGFA may give or withhold such consent in its absolute and unfettered discretion and may impose any terms or conditions it sees fit in its absolute and unfettered discretion on the giving of such consent.
- 20.4 **No Merger**
None of the rights of LGFA under this Agreement will merge, be discharged or prejudiced until all monies payable under this Agreement are received by LGFA.
- 20.5 **Assignment**
- 20.5.1 **GRFMA** may not assign any of their rights or obligations under this Agreement or any Transaction Document without the prior written consent of LGFA which consent may be withheld in its absolute and unfettered discretion.
 - 20.5.2 LGFA may, at any time, without the consent of **GRFMA**, assign or transfer all of its rights or obligations under this Agreement or any Transaction Document.
- 20.6 **Amendment**
This Agreement can only be amended by the written agreement of all parties.
- 20.7 **Entire Agreement**
This Agreement together with any Transaction Document records the entire agreement between the parties as to its subject matter and supersedes all prior negotiations, agreements, arrangements and understandings.
- 20.8 **Governing Law**
This Agreement is governed by the laws in South Australia and the parties submit to the exclusive jurisdiction of the Courts of South Australia.
- 20.9 **Counterparts**
This Agreement may be executed in any number of counterparts.
- 20.10 **Relationship**
Nothing in this Agreement creates a relationship of principal and agent, employer and employee, partnership or of joint venture between the parties.

21. Costs

GRFMA must pay all costs and expenses incurred by LGFA with respect to this Agreement including without limitation:

- 21.1 all bank and other transaction fees;
- 21.2 all legal and other costs in relation to the negotiation, preparation and execution of this Agreement and any document required by this Agreement;
- 21.3 all stamp duty, registration fees and any other fees charged by any government authority or body in respect of this Agreement and any document required by this Agreement; and
- 21.4 all legal and other costs in relation to the enforcement of GRFMA's obligations under this Agreement.

22. Special Conditions

The Special Conditions set out in any annexure to the Agreement form part of this Agreement. To the extent that there is any inconsistency between the Special Conditions and the body of this Agreement, the Special Conditions apply to the extent of any inconsistency.

Executed as an agreement

The Common Seal of Local Government)
Finance Authority of South Australia was)
 affixed with the authority of the Board of Trustees)
 in the presence of:)

.....
 Signature

.....
 Signature

.....
 Name

.....
 Name

The Common Seal of Gawler River Floodplain)
Management Authority was affixed in)
 accordance with a resolution of the Board in the)
 presence of:)

.....
 Signature

.....
 Signature

.....
 Name

.....
 Name

Loan Facility Agreement No 1

Date

2021

Parties

1. **Local Government Finance Authority of South Australia** of Suite 1205, 147 Pirie Street, Adelaide, South Australia ('**LGFA**').
2. Gawler River Floodplain Management Authority of 266 Seacombe Road Seacliff Park SA 5049 (a regional subsidiary pursuant to the *Local Government Act 1999* (SA)) ('**GRFMA**') Constituent Councils of Adelaide Hills Council, Adelaide Plains Council, The Barossa Council, Town of Gawler, Light Regional Council and City of Playford.

Background

- A. LGFA is a body corporate established pursuant to the *Local Government Finance Authority Act 1983* ('**the Act**') and is empowered by section 21(2)(d) of the Act to lend monies to prescribed local government bodies.
- B. GRFMA is a prescribed local government body pursuant to the Act and has the necessary powers under its charter, rules or constitution to enter into a loan facility.
- C. GRFMA has applied to LGFA for a convertible cash advance facility of \$700,000 (Seven hundred thousand dollars) for the term for a term of Ten (10) years.
- D. LGFA has agreed to provide this facility to GRFMA upon the terms and conditions contained in this Agreement.

The parties agree

1. Definitions

In this Agreement unless the contrary intention appears:

- 1.1 '**Advance**' means any amounts provided or to be provided to GRFMA under this Agreement;
- 1.2 '**Agreement**' means this agreement;
- 1.3 '**Authorised Officer**' means:
 - 1.3.1 in relation to GRFMA any director, secretary or any person acting in any of those capacities or any person nominated as an authorised officer by GRFMA by notice to LGFA; and
 - 1.3.2 in relation to LGFA any person whose title of office includes the word *Manager* or any director or secretary or any person acting in any of those capacities or any solicitor of LGFA or any other person acting on behalf of LGFA;
- 1.4 '**Business Day**' means a day on which trading banks are open for business in Adelaide except Saturday or Sunday;
- 1.5 '**Cash Advance Facility**' means the facility agreed to be provided pursuant to **clause 5**;
- 1.6 '**Cash Advance Facility Rate**' means the rate of interest notified by LGFA to GRFMA on the date of the first Advance made pursuant to this Agreement or such other rate as LGFA may, by not less than 24 hours prior notice to GRFMA, specify to be the Cash Advance Facility Rate for the time being;
- 1.7 '**Commencement Date**' means date on which the Term commences on **15th December 2021**;
- 1.8 '**Conversion Date**' means each date occurring within the Drawdown Availability Period upon which or part of the Principal from an Advance is converted to another advance facility pursuant to this Agreement;
- 1.9 '**Constituent Councils**' means the constituent councils of GRFMA being Adelaide Hills Council, Adelaide Plains Council, The Barossa Council, Town of Gawler, Light Regional Council and City of Playford.
- 1.10 '**Conversion Notice**' means a notice in writing required to be given by GRFMA to LGFA of the proposed conversion of the whole or part of the Principal from an existing facility to another facility in accordance with the terms of this Agreement in a form and manner specified by LGFA from time to time;
- 1.11 '**Convertible Cash Advance Facility Amount**' means the amount of \$700,000;

- 1.12 **'Drawdown Availability Period'** means the period commencing on 15th December 2021; and ending on the Repayment Date.
- 1.13 **'Drawdown Date'** means each date occurring within the Drawdown Availability Period upon which an Advance is requested to be made by LGFA to GRFMA pursuant to this Agreement;
- 1.14 **'Drawdown Instruction'** means a request through the LGFA online portal, or in the form and manner specified by LGFA from time to time, of the proposed Drawdown Date for an Advance, required to be given by GRFMA to LGFA;
- 1.15 **'Event of Default'** means any of the events described in **clause 16**;
- 1.16 **'Facility'** means the Cash Advance Facility, Fixed Term Advance Facility and/or Short Term Facility as the context requires;
- 1.17 **'Financial Targets'** means the 'Financial Targets' as defined in **clause 15.1**;
- 1.18 **'Financial Year'** means a period commencing on 1 July and ending on the next 30 June;
- 1.19 **'Fixed Rate'** means the rate of interest notified by LGFA to GRFMA on a Drawdown Date, Conversion Date or Rollover Date as the case may be, as the rate for the Fixed Term Advance Facility;
- 1.20 **'Fixed Term'** means a term of not less than one year, nor more than five years, as requested by GRFMA, expiring not later than the Repayment Date;
- 1.21 **'Fixed Term Advance Facility'** means the facility agreed to be provided pursuant to **clause 6**;
- 1.22 **'Local Government Act'** means the *Local Government Act 1999* (SA);
- 1.23 **'Margin'** means the rate (expressed as a percentage per annum) agreed in writing between the parties at any time and from time to time;
- 1.24 **'Material Adverse Effect'** means a material adverse effect on any one or more of the following:
- 1.24.1 the ability of **GRFMA** to comply with its obligations under any Transaction Document;
 - 1.24.2 the financial condition or business of **GRFMA**;
 - 1.24.3 the effectiveness, priority or enforceability of this Agreement or any Security,
- 1.25 **'Nominated Short Term'** means the term of 30, 60, 90, 120, 150 or 180 days nominated by GRFMA not less than 24 hours prior to the Drawdown Date and each Rollover Date;
- 1.26 **'Potential Event of Default'** means anything which with the giving of notice, lapse of time or fulfilment of a condition, is likely to become an Event of Default;
- 1.27 **'Principal'** means the aggregate principal amount of the Advances which have been provided by LGFA and is outstanding at any time and from time to time;
- 1.28 **'Purpose'** means the provision of the facility to fund Repairs to Bruce Eastick Dam;
- 1.29 **'Repayment Date'** means 15th December 2031;
- 1.30 **'Repayment Notice'** means a notice in writing of the proposed repayment of the whole or some part of the Principal prior to the Repayment Date required to be given by GRFMA to LGFA in a form agreed from time to time;
- 1.31 **'Review'** means a review performed by LGFA in accordance with **clause 15**;
- 1.32 **'Rollover Date'** means each date occurring within the Drawdown Availability Period upon which a maturing Fixed Term Advance Facility or Short Term Facility is requested to be rolled over to a new Fixed Term Advance Facility or Short Term Facility pursuant to this Agreement;
- 1.33 **'Rollover Notice'** means a notice in writing required to be given by GRFMA to LGFA of a proposed rollover of the whole or part of a Fixed Term Advance Facility or Short Term Facility for a further Fixed Term or Nominated Short Term and in the form and manner specified by LGFA from time to time;
- 1.34 **'Security'** means:
- 1.34.1 in respect of **GRFMA**:
 - a. the guarantee and indemnities provided by the Constituent Councils pursuant to the Local Government Act, guaranteeing the obligations of **Error! Unknown switch argument.**;
 - b. any other instrument which is entered into as security to secure GRFMA obligations under this agreement as set out in the Special Conditions; and
 - c. any substituted or additional security agreed between the parties; and
- 1.35 **'Security Interest'** means any security, preferential interest, legal or equitable mortgage, charge (fixed or floating), hypothecation, pledge, lien, title retention or conditional sales agreement, hire or hire purchase agreement, option, bill of sale, trust or restriction about transfer, use or possession and any interest registered or granted pursuant to the *Personal Property Securities Act 2009* (Cth), or an arrangement of any kind, with any creditor to have its claim satisfied before other creditors with or from the proceeds of any asset;
- 1.36 **'Short Term Facility'** means the facility agreed to be provided pursuant to **clause 7**;
- 1.37 **'Short Term Facility Rate'** means, in respect of the Nominated Short Term, that rate per centum per annum which is the average of the swap references rates quoted on the Australian Financial Markets Association (AFMA) Swap Reference Page (currently known as 'BBSW') at

or about 10.00 am Australian eastern standard time on the Drawdown Date or on the Rollover Date as the case may require for Bank accepted Bills of Exchange for the tenor of the Nominated Short Term plus the Margin provided that if such rate is unavailable, then the rate as may be reasonably determined by the parties negotiating in good faith having regard to the criteria substantially similar to the foregoing;

- 1.38 **'Special Conditions'** means any special conditions which may be annexed to this Agreement;
- 1.39 **'Term'** means the loan period of Ten (10) years; and
- 1.40 **'Transaction Documents'** means this Agreement and any Security, and any other document the parties agree in writing is a Transaction Document for the purposes of this Agreement.

2. Interpretation

In this Agreement unless the contrary intention appears:

- 2.1 the **singular** includes the plural and vice versa;
- 2.2 a **gender** includes all other genders;
- 2.3 a reference to a **person** includes a body corporate, partnership, an unincorporated body and vice versa;
- 2.4 the **headings** are for convenience only and do not affect the interpretation of this Agreement;
- 2.5 no rule of **construction** applies against a party because that party put forward this Agreement or any part of it;
- 2.6 a reference to a **party**:
 - 2.6.1 if more than one, means each of them jointly and severally;
 - 2.6.2 includes a successor to the rights or obligations of that party under this Agreement;
- 2.7 if a provision of this Agreement would, but for this clause, be **unenforceable**;
 - 2.7.1 that provision must be read down to the extent necessary to avoid that result;
 - 2.7.2 if that provision cannot read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this Agreement;
- 2.8 a reference to a **clause** means a clause of this Agreement;
- 2.9 a reference to **legislation** includes:
 - 2.9.1 legislation repealing, replacing or amending that legislation;
 - 2.9.2 any substituted legislation;
 - 2.9.3 all regulations, orders or instruments issued under that legislation;
- 2.10 a reference to **dollars** is a reference to Australian dollars;
- 2.11 a reference to **time** is a reference to South Australian time;
- 2.12 if this Agreement includes **Annexures**, the terms of the **Annexures** prevail over the terms of this Agreement; and
- 2.13 the **Background** is correct and forms part of this Agreement.

3. Purpose

GRFMA may only use the Facility for the Purpose, or for any other purpose that the parties may agree in writing from time to time.

4. Availability of Facility

Provided no Event of Default or Potential Event of Default has occurred and subject to this Agreement, LGFA will provide the Facility to GRFMA on the terms of the Transaction Documents.

5. Cash Advance Facility

- 5.1 Subject to and upon the conditions of this Agreement LGFA shall provide a Cash Advance Facility to GRFMA provided always that the amount thereof shall not at any time exceed the Convertible Cash Advance Facility Amount.
- 5.2 GRFMA may at any time and from time to time prior to the Repayment Date by way of a Drawdown Instruction given not less than 24 hours prior to the Business Day on which the relevant advance is required, request that an Advance be made in an amount which when aggregated with all other Advances provided and for the time being outstanding, will not exceed the Convertible Cash Advance Facility Amount.
- 5.3 Subject to there being no Event of Default, or Potential Event of Default, under this Agreement, and provided **clause 5.2** is complied with, LGFA shall make the relevant Advance available.

6. Fixed Term Advance Facility

- 6.1 Subject to and upon the conditions of this Agreement LGFA shall provide a Fixed Term Advance Facility to GRFMA provided always that the amount thereof shall not at any time exceed the Convertible Cash Advance Facility Amount.
- 6.2 **GRFMA** may at any time and from time to time prior to the Repayment Date by way of a Drawdown Instruction given not less than 24 hours prior to the Business Day on which the

relevant advance is required, request that an Advance be made in an amount which when aggregated with all other Advances provided and for the time being outstanding, will not exceed the Convertible Cash Advance Facility Amount.

- 6.3 Subject to there being no Event of Default, or Potential Event of Default under this Agreement, and provided **clause 6.2** is complied with, LGFA shall make the relevant Advance available.
- 6.4 GRFMA shall not be entitled to repay the whole or any part of the Fixed Term Advance Facility except upon expiry of the Fixed Term.

7. Short Term Facility

- 7.1 Subject to and upon the conditions of this Agreement LGFA shall provide a Short Term Facility to GRFMA provided always that the amount thereof shall not at any time exceed the Overall Limit.
- 7.2 GRFMA may at any time and from time to time prior to the Repayment Date by way of a Drawdown Instruction given not less than 24 hours prior to the Business Day on which the relevant advance is required, request that an Advance be made in an amount which when aggregated with all other Advances provided and for the time being outstanding, will not exceed the Convertible Cash Advance Facility Amount.
- 7.3 Subject to there being no Event of Default, or Potential Event of Default, under this Agreement, and provided **clause 7.2** is complied with, LGFA shall make the relevant Advance available.
- 7.4 GRFMA shall not be entitled to repay the whole or any part of the Short Term Facility except upon expiry of the Nominated Short Term.

8. Drawdowns

- 8.1 Each Drawdown Instruction requesting an Advance under this Agreement shall:
 - 8.1.1 be made through the LGFA online portal, or in such other form or manner as specified by LGFA from time to time;
 - 8.1.2 be made before the provision of the relevant Advance;
 - 8.1.3 be made only by or on behalf of **GRFMA** by its Authorised Officers or staff who have the appropriate authority to complete the Drawdown Instruction and request an Advance;
 - 8.1.4 be effective upon receipt by LGFA and, once given be irrevocable; and
 - 8.1.5 specify that an Advance is required under the:
 - (a) Cash Advance Facility and specify the required amount of that Advance; or
 - (b) Fixed Term Advance Facility and specify the required amount of that Advance and the required Fixed Term; or
 - (c) Short Term Facility, the amount of that Advance and the Nominated Short Term.
- 8.2 GRFMA irrevocably authorises LGFA to rely on any Drawdown Instruction received through the LGFA online portal from any person purporting to be either an Authorised Officer or a GRFMA employee with appropriate authority.
- 8.3 GRFMA warrants that all GRFMA Authorised Officers or employees who are users of the LGFA online portal hold appropriate authority to request an Advance and complete a Drawdown Instruction.
- 8.4 The LGFA may accept all Drawdown Instructions received through the online portal and LGFA is not required to inform itself of whether the Authorised Officer or employee making the Drawdown Instruction is an individual with authority to act on behalf of, or bind, GRFMA.
- 8.5 GRFMA holds LGFA harmless and indemnifies LGFA against any cost, expense or loss LGFA suffers as a result of any unauthorised person accessing the LGFA online portal and providing a Drawdown Instruction on behalf of GRFMA.
- 8.6 GRFMA must inform the LGFA of any GRFMA employee whose access to the LGFA online portal is required to be revoked.
- 8.7 Notwithstanding anything in this **clause 8**, LGFA may at any time, vary the way in which the Drawdown Instruction must be provided by giving GRFMA not less than 5 Business Days' notice.

9. Interest

- 9.1 Interest shall accrue daily on the Principal at the rate and from time to time notified to GRFMA by LGFA as its Cash Advance Facility Rate or its Fixed Rate as the case may be and shall be paid by GRFMA to LGFA in arrears on the last days of March, June, September and December in every year for so long as the relevant Advance remains outstanding.
- 9.2 In respect of any Short Term Facility, interest shall accrue daily on the Principal at the Short Term Facility Rate and shall be paid by GRFMA to LGFA in arrears on the last days of March, June, September and December occurring during the Nominated Short Term, and/or the first of such days occurring after the expiry of the Nominated Short Term.

10. Conversion

- 10.1 GRFMA may at any time by way of a Conversion Notice, request that the whole or any part of:
 - 10.1.1 the amount outstanding as a Cash Advance Facility be converted to a Short Term Facility or a Fixed Term Advance Facility; or
 - 10.1.2 a maturing Short Term Facility be converted to a Cash Advance Facility or a Fixed Term Advance Facility; or
 - 10.1.3 a maturing Fixed Term Advance Facility be converted to a Cash Advance Facility or a Short Term Facility.
- 10.2 A Conversion Notice must not be given not less than 24 hours prior to the Business Day on which the conversion is to occur.
- 10.3 A Conversion Notice must in other respects comply with the requirements of **clauses 5, 6 or 7** as the circumstances of the particular conversion require.
- 10.4 LGFA will then by notice in writing, or confirmed in writing, set the Fixed Rate or the Short Term Facility as the case may be.

11. Rollover

- 11.1 GRFMA may at any time by way of a Rollover Notice, request that the whole or any part of a maturing:
 - 11.1.1 Fixed Term Advance Facility to be rolled over to a new Fixed Term Advance Facility; or
 - 11.1.2 Short Term Facility to be rolled over to a new Short Term Facility.
- 11.2 A Rollover Notice must not be given not less than 24 hours prior to the Business Day on which the rollover is to occur.
- 11.3 A Rollover Notice must in other respects comply with the requirements of **clauses 6 or 7** as the circumstances of the particular rollover require.
- 11.4 LGFA will then by notice in writing, or confirmed in writing, set the Fixed Rate or the Short Term Facility as the case may be.

12. Repayment

- 12.1 GRFMA shall be at liberty at any time and from time to time on having given to LGFA a Repayment Notice not less than 24 hours prior to the repayment, repay the whole or any part of the Principal not being a Fixed Term Advance Facility or Short Term Facility, and the same shall, subject to the Loan, be available to be re-advanced to GRFMA.
- 12.2 The full amount of the Principal then outstanding together with all interest accrued and unpaid shall be repaid and finally discharged by GRFMA on the Repayment Date.
- 12.3 All payments to be made under this Agreement shall be made by GRFMA to LGFA not later than 2.00 pm (Adelaide time) on the relevant Repayment Date in such manner as specified by LGFA from time to time.
- 12.4 Where the date on or by which any act, matter or thing is to be done is not a Business Day such act, matter or thing may be done on the next succeeding day which is a Business Day.
- 12.5 All payments to be made by GRFMA shall be made without set-off or counterclaim and free and clear of and without deduction for or on account of any income or other taxes, imposts, deductions or other withholdings of any nature whatsoever, unless GRFMA is compelled by law to make payment subject to such deductions.

13. Conditions Precedent to Facility

- 13.1 Unless and until LGFA shall have received all of the documents from **GRFMA** referred to in **clause 13.2** and **15**, any Drawdown Instruction given or purportedly given shall have no force or effect and LGFA shall not be obliged to make any Advance under the Facility.
- 13.2 The documents referred to in **clause 13.1** are as follows:
 - 13.2.1 a certificate of solvency duly completed and authorised by **GRFMA's** accountant confirming the solvency of **GRFMA**
 - 13.2.2 a loan application in a form satisfactory to LGFA;
 - 13.2.3 certified minutes of a duly convened meeting of **GRFMA** approving the loan the subject to this Agreement, contingent on the endorsement of the loan by all Constituent Councils.
 - 13.2.4 a Statutory Declaration (in a form specified by LGFA at the time of approval of the Facility) duly executed by **GRFMA** in accordance with the Local Government Act; and
 - 13.2.5 a Drawdown Instruction in respect of the relevant advance, duly signed and complying with the requirements and containing the information required pursuant to the other provisions of this Agreement.

14. Representations and Warranties

- 14.1 GRFMA hereby represents and warrants to LGFA as follows:
- 14.1.1 it is duly established and validly existing under the Local Government Act;
 - 14.1.2 it has the power to enter into this Agreement and has taken all corporate and other action necessary to authorise the execution, delivery and performance of this Agreement;
 - 14.1.3 all consents and approvals required from all Constituent Councils, or any agency or instrumentality to the entering into of this Agreement and the due and punctual performance and observance of its obligations under this Agreement have been obtained and are in full force and effect;
 - 14.1.4 no Event of Default or Potential Event of Default has occurred or is subsisting as at the date of this Agreement or any Drawdown Date;
 - 14.1.5 it has complied with all laws binding on it;
 - 14.1.6 it has disclosed in writing to LGFA all information which may be material to LGFA's decision to enter into this Agreement or the Transaction Documents or which may present a materially different view on its business operations or financial conditions;
 - 14.1.7 no limit on the powers of GRFMA to borrow will be exceeded as a result of this Agreement or anything contemplated under this Agreement;
 - 14.1.8 the execution, delivery and performance by GRFMA of this Agreement will not constitute a breach of its charter, rules or constitution or of any contractual obligation or other existing law, regulation, consent or authorisation binding on it;
 - 14.1.9 it is not in default under any deed, agreement or other document or engagement to which it is a party or by which it is or may be bound or in respect of any financial commitment or obligation;
 - 14.1.10 it is able to, and will continue to be able to, pay its debts as and when they fall due for payment upon entering into this Agreement or any transaction contemplated under any of the documents to which it is a party; and
 - 14.1.11 no litigation, arbitration or administrative proceedings or any circumstance likely to give rise to such proceedings, exists or is pending or threatened which could in any way adversely affect the ability of GRFMA to comply fully with its obligations under this Agreement and to pay its debts as and when they fall due or which may result in a Material Adverse Effect.
- 14.2 GRFMA also hereby represents and warrants to the LGFA any additional representations and warranties specific to GRFMA as set out in the Special Conditions.
- 14.3 The representations and warranties in this **clause 14** shall be made on the date of, and survive, the execution of this Agreement and are taken to be repeated on the Drawdown Dates, the Rollover Dates and at each date of a Review with reference to the facts and circumstances subsisting at that date.
- 14.4 GRFMA acknowledges that LGFA has entered into this Agreement, and any Transaction Documents, and agreed to provide the Facility in reliance on the representations and warranties provided in accordance with **clause 14.2**.

15. Review

- 15.1 If the parties have separately agreed by way of Special Condition, as annexed to this Agreement, or by way of separate agreement in writing that financial covenants, ratios or targets ('**Financial Targets**') apply to this Agreement, the failure to satisfy the Financial Targets is a breach of this Agreement.
- 15.2 The parties may agree in writing to amend the Financial Targets from time to time.
- 15.3 **GRFMA** must provide to LGFA:
- 15.3.1 an annual report;
 - 15.3.2 the long term financial plan; and
 - 15.3.3 any other financial document which LGFA requests.
- 15.4 **GRFMA** is to provide the documents referred to in **clause 15.3**, as and when requested by LGFA, and as soon as practicable following the end of each Financial Year.
- 15.5 LGFA may, in its absolute discretion, undertake reviews of the documentation provided to it under **clause 15.3** to ensure:
- 15.5.1 that the Financial Targets have been met or are on target to be met; and
 - 15.5.2 that there have not been any Material Adverse Effects that have occurred, ('**Review**')

- 15.6 If, after undertaking a Review, LGFA forms the view, acting reasonably, that a Financial Target has not been met, cannot be met or is not expected to be met by the required time, or that a Material Adverse Effect has occurred, the LGFA may give notice to **GRFMA** of that fact.

16. Events of Default

- 16.1 If any of the events specified in **clause 16.2** shall occur, then:
- 16.1.1 the Principal together with interest accrued thereon and all other monies payable under this Agreement shall at the option of LGFA and notwithstanding any delay or previous waiver of the right to exercise such option, immediately become due and payable without the necessity for any demand or notice to **GRFMA**; and
 - 16.1.2 LGFA may refuse to accept any Drawdown Instruction at LGFA's discretion, even if **GRFMA** has not yet drawn the whole of the Convertible Cash Advance Facility Amount.
- 16.2 The events referred to in **clause 16.1** are as follows:
- 16.2.1 if **GRFMA** or Constituent Councils fails to pay any monies due and owing to LGFA on or before the due date for payment and that breach has not been remedied by **GRFMA** or Constituent Councils within a period of five Business Days after LGFA has given written notice to **GRFMA** or Constituent Council to remedy the breach;
 - 16.2.2 if any representation or warranty contained in this Agreement, Transaction Document or any other agreement with LGFA whatsoever proves to be incorrect in any particular when made or deemed to be repeated under this Agreement (or any agreement with LGFA whatsoever) or any such representation or warranty shall become incorrect in any particular;
 - 16.2.3 if **GRFMA** or Constituent Councils have breached this Agreement, Transaction Document or any other agreement with LGFA (other than a breach referred to in **clause 16.2.2** above) and that breach has not been remedied within a period of five Business Days after LGFA has given written notice to remedy the breach;
 - 16.2.4 if any loan or other indebtedness of **GRFMA** or Constituent Councils for any reason becomes due and payable prematurely;
 - 16.2.5 if **GRFMA** or any Constituent Council stops or suspends payments of any of its debts as and when they fall due;
 - 16.2.6 if **GRFMA** or any Constituent Council is insolvent in that it is unable to pay its debts as and when they become due and payable;
 - 16.2.7 any Security Interest over any assets of **GRFMA** or Constituent Councils becomes enforceable;
 - 16.2.8 a Financial Target referred to in **clause 15.1** has not been met;
 - 16.2.9 notice has been given to **GRFMA** in accordance with **clause 15.6**;
 - 16.2.10 a liquidator, provisional liquidator, administrator, official manager, manager, receiver or receiver and manager is appointed to **GRFMA** or any Constituent Council or to any of its assets or undertaking or if any steps are taken for such an appointment;
 - 16.2.11 the Minister takes any steps to wind-up **GRFMA** in accordance with the Local Government Act ;
 - 16.2.12 any of the events described in a Transaction Document as an Event of Default; and
 - 16.2.13 any event or series of events, whether related or not, occurs that may have, in the reasonable opinion of LGFA a Material Adverse Effect.

17. Security

- 17.1 **GRFMA** grants the Security to the LGFA to secure its obligations under this Agreement.
- 17.2 Until finally discharged in writing by LGFA, the Security remains a continuing security for the due payment of the Principal and all interest outstanding:
- 17.2.1 irrespective of any sums which may from time to time be paid to the credit of any account of **GRFMA** with LGFA;
 - 17.2.2 notwithstanding the account of **GRFMA** may appear at any time appear to be in credit; or
 - 17.2.3 notwithstanding any settlement of account or any other matter or thing.
- 17.3 **GRFMA** consents to, and will do all things necessary to, enable LGFA to register the Security and its interest under this Agreement on the Personal Property Security Register as defined in the *Personal Property Security Act 2009* (Cth) ('**PPSA**').
- 17.4 **GRFMA** must give all details and all information necessary to enable LGFA to make an effective registration and to perfect its interest and ensure that it continues to remain effective.
- 17.5 **GRFMA** waive its rights to receive notices under the **PPSA** (including notice of a verification statement).

- 17.6 Without limitation to **clause 17.5, GRFMA** waives any rights they have to receive a notice under sections 95, 118, 121(4), 130, 135 and 157 of the PPSA.

18. Notice

- 18.1 A notice under this Agreement is deemed to have been given if it is in writing and signed by the sender or its agent and is:
- 18.1.1 sent by pre-paid post to the recipient's last known place of business (or any other address notified to all parties in writing);
 - 18.1.2 sent by facsimile transmission to the recipient's last known facsimile number;
 - 18.1.3 sent by email transmission to the recipient's last known email address;
 - 18.1.4 sent or delivered to the recipient in accordance with the *Corporations Act 2001* (Cth) or any other legislation.
- 18.2 A notice given in accordance with **clause 18.1** is deemed to have been given and received:
- 18.2.1 if transmitted by facsimile or email:
 - (a) on the day of transmission or delivery if transmission or delivery occurred before 4.00 pm on a Business Day; and
 - (b) otherwise, on the next Business Day; and
 - 18.2.2 if sent by pre-paid mail, on the third Business Day after posting.
- 18.3 Where two or more persons comprise a party, notice to one is effective notice to all.

19. Certificate

GRFMA agrees that a statement signed by LGFA or its Authorised Officer certifying the amount owing by GRFMA to LGFA is conclusive evidence of the amount owing by GRFMA to LGFA at the time, except in the case of obvious error.

20. General

- 20.1 **Time Of The Essence**
Time is of the essence in respect of the times stipulated in this Agreement.
- 20.2 **Waiver**
A right under this Agreement may be waived only by written notice.
- 20.3 **Consent**
If the consent of LGFA is required under this Agreement for any act matter or thing to be done or carried out by GRFMA, LGFA may give or withhold such consent in its absolute and unfettered discretion and may impose any terms or conditions it sees fit in its absolute and unfettered discretion on the giving of such consent.
- 20.4 **No Merger**
None of the rights of LGFA under this Agreement will merge, be discharged or prejudiced until all monies payable under this Agreement are received by LGFA.
- 20.5 **Assignment**
- 20.5.1 **GRFMA** may not assign any of their rights or obligations under this Agreement or any Transaction Document without the prior written consent of LGFA which consent may be withheld in its absolute and unfettered discretion.
 - 20.5.2 LGFA may, at any time, without the consent of **GRFMA**, assign or transfer all of its rights or obligations under this Agreement or any Transaction Document.
- 20.6 **Amendment**
This Agreement can only be amended by the written agreement of all parties.
- 20.7 **Entire Agreement**
This Agreement together with any Transaction Document records the entire agreement between the parties as to its subject matter and supersedes all prior negotiations, agreements, arrangements and understandings.
- 20.8 **Governing Law**
This Agreement is governed by the laws in South Australia and the parties submit to the exclusive jurisdiction of the Courts of South Australia.
- 20.9 **Counterparts**
This Agreement may be executed in any number of counterparts.
- 20.10 **Relationship**
Nothing in this Agreement creates a relationship of principal and agent, employer and employee, partnership or of joint venture between the parties.

21. Costs

GRFMA must pay all costs and expenses incurred by LGFA with respect to this Agreement including without limitation:

- 21.1 all bank and other transaction fees;
- 21.2 all legal and other costs in relation to the negotiation, preparation and execution of this Agreement and any document required by this Agreement;
- 21.3 all stamp duty, registration fees and any other fees charged by any government authority or body in respect of this Agreement and any document required by this Agreement; and
- 21.4 all legal and other costs in relation to the enforcement of GRFMA's obligations under this Agreement.

22. Special Conditions

The Special Conditions set out in any annexure to the Agreement form part of this Agreement. To the extent that there is any inconsistency between the Special Conditions and the body of this Agreement, the Special Conditions apply to the extent of any inconsistency.

Executed as an agreement

The Common Seal of Local Government Finance Authority of South Australia was affixed with the authority of the Board of Trustees in the presence of:

.....
Signature

.....
Name

.....
Signature

.....
Name

The Common Seal of Gawler River Floodplain Management Authority was affixed in accordance with a resolution of the Board in the presence of:

.....
Signature

.....
Name

.....
Signature

.....
Name

Agenda Item:	8.7
Committee:	Board
Meeting Date:	9 December 2021
Title:	Inquiry into the Stormwater Management Authority

Recommendation:**That the GRFMA:**

- 1. Receives the report.**
 - 2. Seeks clarification of recommendation 1 in regard to delivery of projects by the Authority.**
 - 3. Supports the recommendations provided in the report.**
-

On 4 December 2020 the Statutory Authorities Review Committee ('Committee') resolved, on its own motion, to inquire into the Stormwater Management Authority ('Authority').

During the Inquiry the Committee received evidence from the Authority, the Gawler River Floodplain Management Authority, the Urban Development Institute of Australia (South Australia), the Local Government Association of South Australia, the Brownhill and Keswick Creeks Stormwater Board and the Department for Environment and Water.

Evidence to this Committee described the current and future challenges existing regarding stormwater management, including the need for substantial funding currently required, and will be increasingly required over time, for significant stormwater management infrastructure investment.

Evidence received also referred to opportunities for institutional and funding reform that should be pursued in order to achieve better outcomes regarding stormwater management in South Australia.

The Statutory Authorities Review Committee's Inquiry into the Stormwater Management Authority report has now been tabled in the Legislative Council. See <https://www.parliament.sa.gov.au/en/Committees/Committees-Detail> for a complete copy of the report. *The link opens a page displaying the list of all current parliamentary committees - scroll down the list and click on 'Statutory Authorities Review Committee' - this opens the Statutory Authorities Review Committee's home page - scroll half way down the page, where the report is located.*

The Committee believes that the Minister should develop a cost-sharing framework for all future stormwater projects in South Australia which includes local, state and federal governments.

The Committee also believes that the Minister should establish a feasibility study into options for funding and financing stormwater management in South Australia, including a review of the Agreement on Stormwater Management between State and Local Government.

The Committee's report contains three recommendations, including the development of a cost sharing framework for all future South Australian stormwater projects and the establishment of a feasibility study into future stormwater management for the State.

The Committee recommends that:

1. In relation to the projects to be delivered by the Gawler River Floodplain Management Authority in the Gawler River floodplain area, the Minister, in the immediate to short term:
 - a) develops a cost-sharing framework for the projects to ensure rapid delivery of these projects; and
 - b) monitors and reviews how effectively the Gawler River Floodplain Management Authority is delivering these projects.
2. The Committee recommends that, in the medium term, the Minister develops a cost sharing framework for all future stormwater projects in South Australia, which includes local, state and federal governments.
3. The Committee recommends that the Minister establish a feasibility study into future stormwater management for South Australia, as was suggested by the then Department of Environment, Water and Natural Resources in 2017. As part of this process, the Committee recommends that the Agreement on Stormwater Management between State and Local Government be reviewed, to determine whether further formal collaboration between State and Local Government can be achieved in relation to stormwater management and strategic future planning.

Recommendations 2 and 3 are supported in seeking to initiate a review of existing stormwater (and flooding) management and funding arrangements, in South Australia.

Recommendation 1 is unclear in it appears to assume the Gawler River Flood Mitigation Program currently being administered by the Department for Environmental and Water (DEW) are under the auspice of the GRFMA (which they are not).

Notwithstanding, developing a cost-sharing framework for the projects to ensure rapid delivery is supported.

Agenda item 8.1 considers funding approaches to the flood mitigation projects being administered by DEW and this matter might be clarified at that time.

Agenda Item:	8.8
Committee:	Board
Meeting Date:	9 December 2021
Title:	GRFMA Schedule of Meetings

Recommendation:

That the Schedule of ordinary GRFMA meetings for 2022 be:

- **Thursday 17 February 2022, Light Regional Council**
- **Thursday 14 April 2022, Adelaide Hills Council**
- **Thursday 16 June 2022, The Barossa Council**
- **Thursday 18 August 2022, Town of Gawler**
- **Thursday 20 October 2022, Adelaide Plains Council**
- **Thursday 8 December 2022, City of Playford**

Meetings of the Board are held at such time and such place as the Board decides subject only to the requirement that there will be at least one meeting in every two calendar months.

A special meeting of the Board may be held at any time and may be called at the request of the Chairperson or at the written request of six members of the Board representing all of the Constituent Councils.

Ordinary meetings of the Board are generally held bi-monthly on the third Thursday of the even months commencing at 9:45am: excepting December which is held on the second Thursday.

Meetings are hosted by the Constituent Councils on a rotational roster during the year.

A meeting schedule for 2022 should now be determined.

The table below indicates a proposed schedule

GRFMA 2022 Meeting Schedule

Day	Date	Council/location
Thursday	17 February 2022	Light Regional Council
Thursday	14 April 2022	Adelaide Hills Council
Thursday	16 June 2022	The Barossa Council
Thursday	18 August 2022	Town of Gawler
Thursday	20 October 2022	Adelaide Plains Council
Thursday	08 December 2022	City of Playford

Agenda Item: 10.1

Committee: Board

Meeting Date: 9 December 2021

Title: Contract for Services Bruce Eastick North Para Flood Mitigation Dam Repairs

Recommendation:

That:

1. Pursuant to Section 90(2) of the Local Government Act 1999, an Order is made that the public be excluded from attendance at the meeting, with the exception of:
 - Executive Officer; and
 - Observers

in order to consider in confidence agenda item 10.1 pursuant to Section 90(3)(k) of the Local Government Act 1999 on the basis of : tenders for the supply of goods, the provision of services or the carrying out of works.

2. This matter is confidential because the information herein provides commercial terms and conditions for Tenders received for Bruce Eastick North Para Flood Mitigation Dam repairs and would provide advantage to a third party for negotiations regarding the service.
3. On the basis of this information, the principle that meetings of the GRFMA Board should be conducted in a place open to the public has been outweighed in this instance: the Board consider it necessary to consider this matter in confidence.

Recommendation:

That:

1. Pursuant to Section 90(2) and Section 91(7) of the Local Government Act 1999, the GRFMA orders that the following aspects of item 10.1 Tenders received for Bruce Eastick North Para Flood Mitigation Dam repairs be kept confidential in accordance with the GRFMA Boards reasons to deal with this item in confidence pursuant to section 90(3) (k) of the Local Government Act 1999:
 - Minutes for Item 10.1
 - Report for Item 10.1
 - Attachments relating to deliberations of Item 10.1
 2. This order shall operate until reviewed and determined as part of the annual review by the Authority in accordance with Section 91(9)(a) of the Local Government Act 1999.
-

This item will discuss the contract for services for the Bruce Eastick North Para Flood Mitigation Dam Repairs.
