



# THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

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ADELAIDE, THURSDAY, 21 JULY 2022

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All instruments appearing in this gazette are to be considered official, and obeyed as such

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## GOVERNOR'S INSTRUMENTS

### APPOINTMENTS

Department of the Premier and Cabinet  
Adelaide, 21 July 2022

Her Excellency the Governor in Executive Council has been pleased to appoint Dr James Muecke AM as Governor's Deputy of South Australia for the period from 7.00am on Wednesday, 27 July 2022 until 9.00pm on Wednesday, 27 July 2022.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

Department of the Premier and Cabinet  
Adelaide, 21 July 2022

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Pharmacy Regulation Authority SA, pursuant to the provisions of the Health Practitioner Regulation National Law (South Australia) Act 2010:

Member: from 29 July 2022 until 28 July 2025

Naomi Gaye Burgess  
Ian Philip Todd  
Grant William Kardachi  
Rebecca Kaye Rogers  
Judith Ellen Smith

Deputy Member: from 29 July 2022 until 28 July 2025

Timothy Dean Gross (Deputy to Todd)  
Veronika Seda (Deputy to Kardachi)  
Vasilios Lelas (Deputy to Rogers)

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

HEAC-2022-00033

Department of the Premier and Cabinet  
Adelaide, 21 July 2022

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Training Centre Review Board, pursuant to the provisions of the Young Offenders Act 1993:

Member: from 4 August 2022 until 20 July 2025

Branka King

Member: from 17 November 2022 until 20 July 2025

Tiffany Downing

Member: from 21 July 2022 until 20 July 2025

Christopher Cornelis Boltje  
Craig Gregory Wolfe  
Belinda Elizabeth Hemming

Member: from 23 July 2022 until 20 July 2025

Constantinos David Kyriacou

Member: from 8 August 2022 until 20 July 2025

Eugene Clifford Warrior  
Jasmine Tonkin

Deputy Member: from 4 August 2022 until 20 July 2025

Ester Huxtable (Deputy to King)

Deputy Member: from 21 July 2022 until 20 July 2025

Sharon Joy McKell (Deputy to Boltje)  
Timothy David Curtis (Deputy to Wolfe)  
Kerry Beck (Deputy to Downing)  
Nina Mary Travers (Deputy to Hemming)  
Robyn Lisa Heyward (Deputy to Kyriacou)

Deputy Member: from 8 August 2022 until 20 July 2025

Tamara Teresa Brooks (Deputy to Tonkin)  
Shane Tongerie (Deputy to Warrior)

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

AGO0049-22CS

Department of the Premier and Cabinet  
Adelaide, 21 July 2022

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the History Trust of South Australia, pursuant to the provisions of the History Trust of South Australia Act 1981:

Member: from 21 July 2022 until 20 July 2025  
Elizabeth Francesca Ho

Member: from 21 July 2022 until 13 May 2024  
June Ruby Roache

Presiding Member: from 21 July 2022 until 20 July 2025  
Elizabeth Francesca Ho

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

ME22-020

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Department of the Premier and Cabinet  
Adelaide, 21 July 2022

Her Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the South Australian Water Corporation Board, pursuant to the provisions of the South Australian Water Corporation Act 1994:

Director: from 25 July 2022 until 24 July 2025  
Allan Norman Holmes

Director: from 3 August 2022 until 2 August 2024  
Janet May Hunter Finlay

Director: from 3 August 2022 until 2 August 2023  
Fiona Adrienne Hele

Director: from 25 July 2022 until 24 July 2023  
Susan Mary Filby

Chair: from 25 July 2022 until 24 July 2025  
Allan Norman Holmes

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

CAB22\_00023

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Department of the Premier and Cabinet  
Adelaide, 21 July 2022

Her Excellency the Governor in Executive Council has been pleased to appoint Stephanie Rozokos as Chief Executive Officer, South Australian Tourism Commission for a term commencing on 23 July 2022 and expiring on 22 January 2023 - pursuant to section 8 of the South Australian Tourism Commission Act 1993.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

TMA0001

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Department of the Premier and Cabinet  
Adelaide, 21 July 2022

Her Excellency the Governor in Executive Council has been pleased to appoint Anthony John Keane as the Legal Profession Conduct Commissioner for a term commencing on 1 August 2022 and expiring on 31 July 2025 - pursuant to section 71 of the Legal Practitioners Act 1981.

By command,

KYAM JOSEPH MAHER, MLC  
For Premier

AGO0069-22CS

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## REGULATIONS

South Australia

**History Trust of South Australia Regulations 2022**under the *History Trust of South Australia Act 1981*

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- 1 Repeal of *History Trust of South Australia Regulations 2010*

**Part 2—Transitional provisions**

- 2 Interpretation
  - 3 Approvals of Trust or authorised officers
- 

**Part 1—Preliminary****1—Short title**

These regulations may be cited as the *History Trust of South Australia Regulations 2022*.

**2—Commencement**

These regulations come into operation on the day on which they are made.

### 3—Interpretation

- (1) In these regulations—

*Act* means the *History Trust of South Australia Act 1981*;

*assistance animal* means an animal that is—

- (a) accredited as an assistance dog under the *Dog and Cat Management Act 1995*; or
- (b) an assistance animal within the meaning of the *Disability Discrimination Act 1992* of the Commonwealth;

*officially designated*, in relation to premises of the Trust—see subregulation (2);

*park*, in relation to a vehicle, includes stand;

*premises* includes—

- (a) land; and
- (b) a part of premises;

*smoke* has the same meaning as in the *Tobacco and E-Cigarette Products Act 1997*;

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

- (2) In these regulations, an area of premises of the Trust will be taken to be *officially designated* as being an area for a particular purpose or an area in which a particular activity is permitted, prohibited or otherwise regulated if an official sign is displayed in or near the area, indicating the purpose or the permitted, prohibited or regulated activity.

### 4—Acting with approval of Trust or authorised officer

- (1) These regulations do not prevent a person from doing anything with the approval of the Trust or an authorised officer or otherwise with lawful authority.
- (2) An approval given by the Trust or an authorised officer for the purposes of these regulations—
  - (a) must be in writing or, if given orally, must be confirmed in writing as soon as practicable; and
  - (b) may relate to a particular person or matter, or persons or matters of a class, specified by the Trust or authorised officer; and
  - (c) may be subject to conditions (including a condition requiring payment of a fee) specified by the Trust or authorised officer; and
  - (d) may be varied or revoked by the Trust or authorised officer at any time.
- (3) If the Trust or an authorised officer gives approval subject to a condition, the person to whom the approval is given must not contravene or fail to comply with the condition.  
Maximum penalty: \$200.

## Part 2—Conduct

### 5—Entry

- (1) A person must not, after due warning—
  - (a) enter or remain on premises of the Trust that is not open to the public; or

- (b) remain on premises of the Trust after closing time.  
Maximum penalty: \$500.  
Expiation fee: \$100.
- (2) A child under the age of 12 years must not enter or remain on premises of the Trust unless in the care or under the supervision of an adult.
- (3) Subregulation (2) does not apply in relation to an area of premises of the Trust officially designated as an area for the consumption of food and beverages.

## **6—General conduct**

A person must not, while on premises of the Trust—

- (a) behave in a disorderly or offensive manner or so as to interfere with another person's reasonable enjoyment of the premises; or
- (b) use abusive, threatening or insulting language; or
- (c) eat, drink or smoke except in an area officially designated as an area in which eating, drinking or smoking is permitted; or
- (d) deposit litter or waste except in a receptacle provided for that purpose; or
- (e) touch or in any way interfere with an exhibit, a case containing such an exhibit or a sign associated with such an exhibit; or
- (f) deface or interfere with any other property under the care or control of the Trust; or
- (g) climb on a tree, shrub, fence, roof, wall or other structure or any other property under the care or control of the Trust; or
- (h) light or maintain a fire; or
- (i) distribute any printed matter; or
- (j) erect a structure; or
- (k) display a bill, sign, poster, placard, banner or flag; or
- (l) sell or offer anything for sale; or
- (m) take up a collection; or
- (n) hold, arrange or participate in a rally, demonstration or other meeting that is not otherwise lawful.

Maximum penalty: \$500.

Expiation fee: \$100.

## **7—Photography and reproduction of exhibits**

- (1) A person must not photograph, copy or reproduce an exhibit in premises of the Trust.  
Maximum penalty: \$300.  
Expiation fee: \$75.
- (2) However, nothing in subregulation (1) prevents a person from photographing an exhibit for personal use, provided that—
  - (a) the exhibit is not in an area officially designated as an area in which photography is prohibited; and

- (b) the photographs are taken with a hand held camera; and
- (c) the photography does not involve the use of a tripod or a flash or other additional lighting.

## **8—Animals**

- (1) A person must not bring an animal into, or permit an animal to enter, premises of the Trust.  
Maximum penalty: \$500.  
Expiation fee: \$100.
- (2) However, nothing in subregulation (1) prevents a person with a disability from being accompanied on premises of the Trust by an assistance animal provided that the animal is, at all times, under the person's effective control by means of physical restraint (within the meaning of the *Dog and Cat Management Act 1995*).
- (3) If an animal has entered premises of the Trust in contravention of this regulation, an authorised officer may remove the animal from the premises if the owner or person in charge of the animal cannot be located in the vicinity after reasonable attempts to do so.

## **9—Articles must be left in designated area**

A person must, at the request of an authorised officer, or a person employed at premises of the Trust acting with the authority of the Trust (including a volunteer), leave any article brought by the person into the premises in an area officially designated for that purpose.

Maximum penalty: \$300.

Expiation fee: \$75.

## **Part 3—Driving and parking**

### **10—Driving**

A person who drives or rides a vehicle on premises of the Trust must not—

- (a) fail to comply with any speed, parking or other traffic restriction or direction indicated on an official sign in or near the area; or
- (b) drive or ride in areas that are not intended for public vehicular access; or
- (c) drive or ride in such a manner as to cause undue noise to be emitted from the vehicle; or
- (d) drive or ride in a dangerous or careless manner or without reasonable consideration for others.

Maximum penalty: \$500.

Expiation fee: \$100.

### **11—Parking**

- (1) A person must not park a vehicle on premises of the Trust unless—
  - (a) the vehicle is parked in an officially designated area for the parking of vehicles; and
  - (b) in the case of an area officially designated as a parking area for persons holding a disabled person's parking permit—a disabled person's parking permit is lawfully displayed in the vehicle; and

(c) in the case of an area officially designated as a parking area for persons holding some other class of permit—a permit of that class is lawfully displayed in the vehicle; and

(d) any other conditions of parking in that area are complied with.

Maximum penalty: \$220.

Expiation fee: \$55.

(2) A person must not park a vehicle on premises of the Trust so as to prevent or impede the passage of a pedestrian or another vehicle.

Maximum penalty: \$220.

Expiation fee: \$55.

## **Part 4—Miscellaneous**

### **12—Confiscated or surrendered property**

(1) The Trust should endeavour to return to a person, when the person leaves premises of the Trust, anything that was surrendered by or confiscated from the person under the Act or these regulations.

(2) However, the Trust may retain, for such period as is necessary for the purposes of legal proceedings, anything that the Trust reasonably believes may constitute evidence of the commission of an offence.

## **Schedule 1—Repeal and transitional provisions**

### **Part 1—Repeal of *History Trust of South Australia Regulations 2010***

#### **1—Repeal of *History Trust of South Australia Regulations 2010***

The *History Trust of South Australia Regulations 2010* are repealed.

### **Part 2—Transitional provisions**

#### **2—Interpretation**

In this Part—

*repealed regulations* means the *History Trust of South Australia Regulations 2010*.

#### **3—Approvals of Trust or authorised officers**

An approval under regulation 4 of the repealed regulations in force immediately before the commencement of this clause will be taken, on that commencement, to be an approval under regulation 4 of these regulations, and to continue for the remainder of the term, and subject to the same conditions (if any), as applied under the approval immediately before that commencement.

#### **Editorial note—**

As required by section 10AA(2) of the *Legislative Instruments Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.



**Made by the Governor**

with the advice and consent of the Executive Council  
on 21 July 2022

No 56 of 2022

## STATE GOVERNMENT INSTRUMENTS

### ADMINISTRATIVE ARRANGEMENTS ACT 1994

#### *Delegation under Section 9*

I, Natalie Fleur COOK, Minister for Human Services, hereby delegate pursuant to section 9 of the *Administrative Arrangements Act 1994* my power under section 4A of the *Young Offenders Act 1993* to designate an officer of the Department of Human Services to the Minister for Police, Emergency Services and Correctional Services.

This instrument of delegation has effect from the day on which it is published in the *Government Gazette*.

Date: 1 July 2022

NATALIE FLEUR COOK  
Minister for Human Services

### AGEING AND ADULT SAFEGUARDING ACT 1995

#### *Notice of Variation of Code of Practice by the Minister for Health and Wellbeing*

Pursuant to sections 21(1) and (2) of the *Ageing and Adult Safeguarding Act 1995* (the Act) and section 14C of the *Acts Interpretation Act 1915*, I, Chris Picton, the Minister for Health and Wellbeing publish the following varied code of practice for the purpose of the *Ageing and Adult Safeguarding Act 1995*.

This document is available for public inspection on the [www.sahealth.sa.gov.au/officeforageingwell](http://www.sahealth.sa.gov.au/officeforageingwell) webpage or at the office determined pursuant to section 21(4) of the Act to be:

Department for Health and Wellbeing  
Office for Ageing Well  
11 Hindmarsh Square  
Adelaide SA 5000

This variation will come into effect on publication of this Notice in the *SA Gazette*.

Dated: 14 July 2022

HON CHRIS PICTON MP  
Minister for Health and Wellbeing

### ASSOCIATIONS INCORPORATION ACT 1985

#### SECTION 42(2)

#### *Dissolution of Association*

**WHEREAS** the CORPORATE AFFAIRS COMMISSION (the Commission) pursuant to section 42(1) of the *Associations Incorporation Act 1985* (the Act) is of the opinion that the undertaking or operations of **WOMEN'S INDUSTRY NETWORK SEAFOOD COMMUNITY INCORPORATED** (the Association) being an incorporated association under the Act are being carried on, or would more appropriately be carried on by a company limited by guarantee incorporated under the *Corporations Act 2001* (Cth) **AND WHEREAS** the Commission was on **27 May 2022** requested by the Association to transfer its undertaking to **WOMEN IN SEAFOOD AUSTRALASIA LTD** (Australian Company Number **659 675 822**), the Commission pursuant to section 42(2) of the Act **DOES HEREBY ORDER** that on **21 July 2022**, the Association will be dissolved, the property of the Association becomes the property of **WOMEN IN SEAFOOD AUSTRALASIA LTD** and the rights and liabilities of the Association become the rights and liabilities of **WOMEN IN SEAFOOD AUSTRALASIA LTD**.

Given under the seal of the Commission at Adelaide.

Dated: 18 July 2022

MELISSA MATTHEWS  
A delegate of the Corporate Affairs Commission

### DANGEROUS SUBSTANCES ACT 1979

I, Martyn Antony Campbell, Executive Director, SafeWork SA, in my capacity as the Competent Authority, hereby appoint the following persons as Authorised Officers for the purposes of section 7(1) of the *Dangerous Substances Act 1979*:

- Matthew John ADAMS
- Paul Thomas ATKINS
- Troy Ronald BLAKE
- Morne BRITZ
- Kyle GOULDING
- Raelene Margaret HALL
- Michelle Helen JOY
- Leanne Faith LEDSON
- Sheldon James LOVELL
- Tony NISOV
- Christopher Robert SCHWARZ
- Ritesh Jagdish WAGHELA
- Clare Margaret WHARTON
- Adam Benjamin WILLIAMS

Dated: 13 July 2022

MARTYN CAMPBELL  
Executive Director Safework SA  
Competent Authority

## FISHERIES MANAGEMENT (PRAWN FISHERIES) REGULATIONS 2017

*July 2022 fishing for the West Coast Prawn Fishery*

TAKE notice that pursuant to regulation 10 of the *Fisheries Management (Prawn Fisheries) Regulations 2017*, the notice dated 5 October 2021 on page 3721 of the South Australian Government Gazette of 7 October 2021, prohibiting fishing activities in the West Coast Prawn Fishery is HEREBY varied such that it will not be unlawful for a person fishing pursuant to a West Coast Prawn Fishery licence to use prawn trawl nets in the areas specified in Schedule 1, during the period specified in Schedule 2, and under the conditions specified in Schedule 3.

## SCHEDULE 1

The waters of the West Coast Prawn Fishery excluding Ceduna as defined in the West Coast Prawn Fishery Harvest Strategy.

## SCHEDULE 2

Commencing at sunset on 20 July 2022 and ending at sunrise on 6 August 2022.

## SCHEDULE 3

1. Each licence holder of a fishing licence undertaking fishing activities pursuant to this notice must ensure that a representative sample of catch (a 'bucket count') is taken at least 3 times per night during the fishing activity.
2. Each 'bucket count' sample must be accurately weighed to 7kg where possible and the total number of prawns contained in the bucket must be recorded on the daily catch and effort return.
3. Fishing must cease if one of the following limits is reached:
  - a. A total of 14 nights of fishing are completed
  - b. The average catch per vessel, per night (for all 3 vessels) drops below 300 kg for two consecutive nights
  - c. The average 'bucket count' for all vessels exceeds 240 prawns per 7kg bucket on any single fishing night in the Coffin Bay area
  - d. The average 'bucket count' for all vessels exceeds 240 prawns per 7kg bucket on any single fishing night in the Venus Bay area.
  - e. The average 'bucket count' for all vessels exceeds 270 prawns per 7kg bucket on any single fishing night in the Corvisart Bay area.
4. Each licence holder, or registered master of a fishing licence undertaking fishing activities must provide a daily report by telephone or SMS message, via a nominated representative, to the Department of Primary Industries and Regions, Prawn Fishery Manager, providing the following information for all vessels operating in the fishery from the previous nights fishing:
  - a. average prawn catch; and
  - b. the average prawn 'bucket count'
5. No fishing activity may be undertaken after the expiration of 30 minutes from the prescribed time of sunrise and no fishing activity may be undertaken before the prescribed time of sunset for Adelaide (as published in the *South Australian Government Gazette* pursuant to the requirements of the *Proof of Sunrise and Sunset Act 1923*) during the period specified in Schedule 2.

Dated: 14 July 2022

SKYE BARRETT

A/Prawn Fishery Manager

Delegate of the Minister for Primary Industries and Regional Development

## JUSTICES OF THE PEACE ACT 2005

## SECTION 4

*Notice of Appointment of Justices of the Peace for South Australia  
by the Commissioner for Consumer Affairs*

I, Dini Soulio, Commissioner for Consumer Affairs, delegate of the Attorney-General, pursuant to section 4 of the *Justices of the Peace Act 2005*, do hereby appoint the people listed as Justices of the Peace for South Australia as set out below.

For a period of ten years for a term commencing on 2 August 2022 and expiring on 1 August 2032:

Stephen Gary WINDOW  
Timothy M WALSH  
Colin Hugh THEAKSTONE  
Marilyn June SMYTHE  
Peter Watherston SIMMONS  
Dennis John RYAN  
Sharyn Betty RICHARDSON  
Timothy Murray RETTIG  
Manh-Viet NGUYEN  
Trevor John MIDDLETON-FREW  
Kathleen Laura MCCREANOR  
Harold George LONG  
Kam Hung LIU  
Mary LEVENDERIS  
Ascenzo LANCIONE  
Janette HYNES  
Peter Walter HYLTON  
Sharon Faye HONNER  
Terry John HAYES  
Delia Elizabeth GUY  
David Leslie GREEN  
Kevin Michael GILL  
Susan Dorothe GAGE  
Ian Terence DOWLING

Kenneth John COVENTRY  
Neville Albert Ernest CHILDS  
Craig Brian CHESSON

Dated: 15 July 2022

DINI SOULIO  
Commissioner for Consumer Affairs  
Delegate of the Attorney-General

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JUSTICES OF THE PEACE ACT 2005

SECTION 4

*Notice of Appointment of Justices of the Peace for South Australia  
by the Commissioner for Consumer Affairs*

I, Dini Soulio, Commissioner for Consumer Affairs, delegate of the Attorney-General, pursuant to section 4 of the *Justices of the Peace Act 2005*, do hereby appoint the people listed as Justices of the Peace for South Australia as set out below. It being a condition of appointment that the Justices of the Peace must take the oaths required of a justice under the *Oaths Act 1936* and return the oaths of office form to Justice of the Peace Services within three months after the date of appointment:

For a period of ten years for a term commencing 1 August 2022 and expiring on 31 July 2032:

Michael Robert MARSHALL  
Jordan Denise HOWE  
Adam Lee DUNCAN

Dated: 15 July 2022

DINI SOULIO  
Commissioner for Consumer Affairs  
Delegate of the Attorney-General

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LAND ACQUISITION ACT 1969

SECTION 16

*Form 5 – Notice of Acquisition*

**1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 50 Flinders Street, Adelaide SA 5000, acquires the following interests in the following land:

Comprising an unencumbered estate in fee simple in that piece of land being portion of Allotment 632 in Deposited Plan No 127977 comprised in Certificate of Title Volume 6267 Folio 12, and being the whole of the land identified as Allotment 101 in D129918 lodged in the Lands Titles Office

This notice is given under section 16 of the *Land Acquisition Act 1969*.

**2. Compensation**

A person who has or had an interest consisting of native title or an alienable interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition who does not receive an offer of compensation from the Authority may apply to the Authority for compensation.

**2A. Payment of professional costs relating to acquisition (section 26B)**

If you are the owner in fee simple of the land to which this notice relates, you may be entitled to a payment of up to \$10 000 from the Authority for use towards the payment of professional costs in relation to the acquisition of the land.

Professional costs include legal costs, valuation costs and any other costs prescribed by the *Land Acquisition Regulations 2019*.

**3. Inquiries**

Inquiries should be directed to: Philip Cheffirs  
GPO Box 1533  
Adelaide SA 5001  
Telephone: (08) 8343 2575

Dated: 15 July 2022

The Common Seal of the COMMISSIONER OF HIGHWAYS was hereto affixed by authority of the Commissioner in the presence of:

ROCCO CARUSO  
Manager, Property Acquisition (Authorised Officer)  
Department for Infrastructure and Transport

DIT 2020/16901/01

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LANDSCAPE SOUTH AUSTRALIA ACT 2019

*Notice of Authorisation to Take Water from the Tatiara Prescribed Wells Area.—Ref. 415547*

PURSUANT to section 105 of the *Landscape South Australia Act 2019* (the Act), I, Susan Close, Minister for Climate, Environment and Water (the Minister) in the State of South Australia and the Minister to whom the Act is committed, hereby authorise the taking of water from the Tatiara Prescribed Wells Area, from the prescribed wells specified in Schedule A, for the purpose set out in Schedule B and subject to the conditions specified in Schedule C.

## SCHEDULE A

*Prescribed Wells*

Well unit number 7025-03781.

## SCHEDULE B

*Purpose*

For operating the meat processing plant at Bordertown in the South East of South Australia.

## SCHEDULE C

*Conditions*

1. Water may only be taken from the date of publication of this notice until 30 June 2025.
2. The volume of water permitted to be extracted each water use year must not exceed 75,000 kilolitres.
3. The water user must not take water except through a meter(s) supplied, installed and maintained in accordance with the South Australian Licensed Water Use Meter Specification approved by the Minister and as may be amended from time to time.
4. Meter readings must be used to determine the quantity of water taken from each well.
5. The water user must measure and record, for each well referred to in Schedule A, at least once during each calendar month, at the same time during each calendar month:
  - a. meter readings;
  - b. extraction volumes; and
  - c. water level.
6. The water user must measure and record, at least once during each calendar month, at the same time during each calendar month, the water level of well unit number 702503319.
7. The scheme must be operated in accordance with the Tatiara Water Allocation Plan that is current at the time of water take.
8. The water user must comply with all measuring, monitoring and recording requirements, including the requirement to provide a report annually, not more than 31 days after cessation of the financial year. The report will be provided in the form specified by the Minister's representative, and include:
  - a. all data in accordance with Condition 5 and 6 of this authorisation; and
  - b. monitoring data collected in accordance with the annual report monitoring deliverables contained in the adopted version of the plan at that time.

The report is to be emailed to [DEWMeteringSouthEast@sa.gov.au](mailto:DEWMeteringSouthEast@sa.gov.au) and [dewaterlicensing@sa.gov.au](mailto:dewaterlicensing@sa.gov.au).
9. If any device used to measure and collect data relevant to this authorisation fails to accurately measure or record, or there is any reason to suspect that the device may be defective, then the water user must notify the Minister's representative immediately, replace or repair the device as soon as practical and provide suitable alternative data to replace missing data.
10. The water user must comply with the provisions applying to meters set out in Regulation 12 of the *Landscape South Australia (Water Management) Regulations 2020*. It is an offence to contravene or fail to comply with those provisions.

For the purposes of this authorisation:

‘Water user’ means a person who is authorised to take water pursuant to this notice.

‘Financial year’ means a period of 12 months commencing on 1 July and ending 30 June the following calendar year.

For the purpose of determining a penalty for unauthorised water use, as declared under section 88 of the Act, the ‘volumetric limit’ of this authorisation is 75,000 kilolitres per financial year.

Words used in this authorisation that are defined in the Act shall have the meanings as set out in the Act.

This authorisation will commence on the date below and will remain in effect until 30 June 2025 unless earlier varied or revoked.

Dated: 17 July 2022

HON SUSAN CLOSE MP  
Minister for Climate, Environment and Water

## LIVESTOCK ACT 1997

## SECTION 33

*Conditions for Entry of Livestock, Livestock Products and Other Property into South Australia or a Specified Part of the State*

PURSUANT to Section 87 of the *Livestock Act 1997*, I, Mary Ruth Carr, Chief Inspector of Stock, with delegated authority from the Minister for Primary Industries and Regional Development, revoke the notice made pursuant to Section 33 of the *Livestock Act 1997* on 4 July 2022, published on 4 July 2022.

Pursuant to Section 33 of the *Livestock Act 1997*, I prohibit entry into the State, or the part of the State specified in bold in Column 2, of the Schedule hereto, the class of livestock, livestock products and/or other property specified in Column 1 of the Schedule subject to the conditions specified in Column 2 of the Schedule (or, if no conditions specified, then absolutely):

## SCHEDULE

Column 1 Class of livestock, livestock products or other property	Column 2 Part of the State Conditions
1. Pigs	Entry of pigs into South Australia from herds where Porcine Brucellosis is known or suspected to occur is not permitted. Breeding pigs entering South Australia from Queensland and New South Wales must be accompanied by a completed Pig Health Statement; and

Column 1 Class of livestock, livestock products or other property	Column 2 Part of the State Conditions
	<p>(a) A copy of the current Accreditation Certificate for herds accredited under a <i>Brucella suis</i> Accredited Herd Scheme; or</p> <p>(b) Non-accredited herds:</p> <ul style="list-style-type: none"> <li>(i) Breeding pigs moving to a property or boar testing facility in South Australia require a negative brucellosis serological test conducted within the preceding 30 days; or</li> <li>(ii) Breeding pigs may move to a facility in South Australia approved by the Chief Inspector of Stock where brucellosis testing is conducted prior to release.</li> </ul>
<p>2. Bees, bee colonies, hive components (excepting new hive components), apiary products (excepting processed honey), apiary appliances (excepting new apiary appliances), and beekeeping plant, that, at any time since 1 January 2022, has been in the State of New South Wales, or in any other State or Territory within which Varroa mite has been detected and reported by any relevant State or Territory authority responsible for any Act or Regulation equivalent to the <i>Livestock Act 1997</i>.</p>	<p>Entry into South Australia is prohibited unless accompanied by written permission of the Chief Inspector of Stock.</p>
<p>3. To the extent that Item 2 above does not apply, bees, bee colonies, hive components (excepting new hive components), apiary products (excepting processed honey), apiary appliances (excepting new apiary appliances), and beekeeping plant, that, at any time since 1 January 2022, has been in the State of Victoria or the State of Queensland</p>	<p>Entry into South Australia is prohibited unless accompanied by written permission of the Chief Inspector of Stock and transport within South Australia is carried out in accordance with conditions imposed by the Chief Inspector of Stock as part of any such permission. Permission can be sought by submitting an Apiary Translocation Application.</p>
<p>4. Subject to Item 2 above, bee colonies, apiary products, and appliances used in an apiary</p>	<p>A completed Apiary Health Certificate (Form 3a,3b) signed by an inspector within the preceding one (1) month must accompany bee colonies, apiary products and appliances used in an apiary entering South Australia.</p>
<p>5. Subject to Item 2 above, Queen bees and escorts, queen cells and package bees</p>	<p>A completed Apiary Health Certificate (Form 3a,3b) signed by an inspector within the preceding four (4) months must accompany queen bees and escorts, queen cells and package bees entering South Australia.</p>
<p>6. Subject to Item 2 above Package bees, bee hives, apiary products, used appliances, queen cells, queen bees and escorts</p>	<p>A completed Apiary Health Certificate (Form 3a,3b) signed by an inspector, and for the control of <i>Braula coeca</i>, entry into South Australia from Tasmania is prohibited unless accompanied by written permission of the Chief Inspector of Stock.</p>
<p>7. Subject to Item 2 above, Bee colonies, bee hives, apiary products and appliances used in an apiary on Kangaroo Island</p>	<p><b>Kangaroo Island</b></p> <p>Entry into Kangaroo Island of honey, pollen, propolis, other bee products, used hives, hive material and appliances used in an apiary is not permitted without a completed Apiary Health Certificate (Form 3a,3b) signed by an inspector, certifying:</p> <ul style="list-style-type: none"> <li>(a) in the case of beeswax, that it has been refined by a heat treatment process approved by the Chief Inspector of Stock;</li> <li>(b) in the case of used bee hives, hive material and appliances used in an apiary, that they have been subjected to a minimum gamma irradiation dose of 15 K Gray; or</li> <li>(c) in any other case: <ul style="list-style-type: none"> <li>(i) that the product has been tested and is free of American foul brood (<i>Paenibacillus larvae</i>) and has been subjected to a temperature of 70°C for two hours or 65°C for eight hours, or a similar approved treatment; or</li> <li>(ii) that the product has been subjected to a minimum gamma irradiation dose of 15 K Gray.</li> </ul> </li> </ul>

For the purposes of section 33(5) of the *Livestock Act 1997*, Item 2 of this notice is issued for the purposes of controlling or eradicating an exotic disease, being *Varroa* mites.

#### Definitions

In this Notice:

‘Apiary appliances’ means any article, apparatus or implement used in connection with the keeping of bees or the handling or processing of apiary products.

‘Apiary Health Certificate’ means a document called a Health Certificate for the Interstate Movement of Apiary Products, Bee Colonies Used Appliances, Queen Bees, Escorts, Queen Cells and Package Bees (Form 3a,3b) available at: [www.pir.sa.gov.au](http://www.pir.sa.gov.au)

‘Apiary products’ include honey, honey comb, beeswax, pollen, propolis, royal jelly and venom.

‘Apiary Translocation Application’ means the South Australian Apiary Translocation Protocol approved by the Chief Inspector of Stock and available on the Department of Primary Industries and Regions website at [www.pir.sa.gov.au](http://www.pir.sa.gov.au)

‘Bee colony’ includes packages, swarms and hives

‘Bee’ includes European honey bee (*Apis mellifera*) or Asian honey bee (*Apis cerana*) of any life stage or caste.

‘Beekeeping plant’ includes plant associated with beekeeping (including utes, trucks, trailers, forklifts/ loaders, and extraction vans, and all other plant associated with beekeeping or the handling or processing of apiary products)

‘Hive components’ includes all components associated with a hive

‘New apiary appliances and ‘new hive components’ means apiary appliances and hive components that have never been exposed to any bees or apiary products or used in connection with beekeeping or the processing of apiary products, and are in their original packaging, are supplied by a manufacturer, wholesaler or retailer of apiary appliances or hive components, and managed, from storage until delivery in South Australia to prevent exposure to any bees or apiary products, including by cleaning, packaging, separation, isolation, labelling, and enclosure during transport.

‘Processed honey’ includes products containing commercially processed honey, and means commercially processed honey that does not contain bees or beeswax and been processed using a combination of filtration, heating and mixing, and is contained in either prepack retail containers labelled in accordance with the requirements of Food Standards Australia New Zealand Code and intended solely for human use, or bulk wholesale containers that are new or prior to filling are cleaned internally and externally to remove all bees and apiary products, and post-filling are securely sealed, externally cleaned to remove all bees and apiary products and appropriately labelled, and intended solely for human use; and managed after filling or packing until delivery in South Australia to prevent exposure to any bees or other apiary products.

‘Varroa mites’ includes all life stages and associated diseases (including Deformed Wing Virus) of mites of the genus *Varroa*

‘Pig Health Statement’ means a form called Pig Health Statement for Breeding Pigs Entering South Australia from New South Wales and Queensland available at: [www.pir.sa.gov.au](http://www.pir.sa.gov.au)

Copies of documents referred to in this notice may also be obtained from the Chief Inspector of Stock at 33 Flemington Street, Glenside SA 6065, or GPO Box 1671, Adelaide SA 5001 or by phone (08) 8207 7900.

Dated: 21 July 2022

MARY RUTH CARR  
Chief Inspector of Stock

Delegate of the Minister for Primary Industries and Regional Development

## LOCAL GOVERNMENT (ELECTIONS) ACT 1999

### *Local Government Elections—Close of rolls*

You must register to vote in the 2022 Council Elections by 5:00 pm on Friday 29 July 2022. Enrolment for council elections is open to a broader range of people than those that are on the state electoral roll.

#### State electoral roll

If you are correctly enrolled for state elections in South Australia, you will automatically receive your council ballot papers through the post. You are eligible to be on the state electoral roll if you:

- are an Australian Citizen;
- are 18 years or older; and
- have lived at your address for at least one month.

It is important your electoral enrolment is up to date and includes a correct postal address where you can receive your ballot papers. You can check or update your enrolment at [www.ecsa.sa.gov.au/enrolment](http://www.ecsa.sa.gov.au/enrolment).

#### Council voters roll (supplementary roll)

If you are not enrolled on the state electoral roll you may be eligible to register on the council voters roll if you are:

- a resident or a non-Australian citizen who has lived at your residential address for one month or more
- an owner of an organisation or business
- an owner of a holiday home
- a sole owner, or group of owners, of a rateable property
- a sole occupier, or group of occupiers, of a rateable property
- a landlord of rateable property.

More information about eligibility and enrolling on the council voters roll can be found at [www.councilelections.sa.gov.au](http://www.councilelections.sa.gov.au)

Dated: 14 July 2022

M. SHERRY  
Returning Officer

## MINING ACT 1971

## SECTION 56H

*Application for a Mining Lease*

Notice is hereby given in accordance with Section 56H of the *Mining Act 1971*, that an application for a Mining Lease over the undermentioned mineral claim has been received:

Applicant: Clay & Mineral Sales Pty Ltd  
Claim Number: 4533  
Location: CT 5750/151, Monarto South area, approx. 13 km west-southwest of Murray Bridge  
Area: 38.37 hectares approximately  
Purpose: Extractive Minerals (Sand)  
Reference: 2019/001447

To arrange an inspection of the proposal at the Department for Energy and Mining, please call the Department on 08 8463 3103.

An electronic copy of the proposal can be found on the Department for Energy and Mining website:

<https://www.energymining.sa.gov.au/industry/minerals-and-mining/mining/community-engagement-opportunities>.

Written submissions in relation to this application are invited to be received at the Department for Energy and Mining, Mining Regulation, Attn: Business Support Officer, GPO Box 320 ADELAIDE SA 5001 or [dem.miningregrehab@sa.gov.au](mailto:dem.miningregrehab@sa.gov.au) by no later than **16 August 2022**.

The delegate of the Minister for Energy and Mining is required to have regard to these submissions in determining whether to grant or refuse the application and, if granted, the terms and conditions on which it should be granted.

When you make a written submission, that submission becomes a public record. Your submission will be provided to the applicant and may be made available for public inspection.

Dated: 21 July 2022

J. MARTIN  
Mining Registrar as delegate for the Minister for Energy and Mining  
Department for Energy and Mining

## MINING ACT 1971

## SECTION 56H

*Application for a Mining Lease*

Notice is hereby given in accordance with Section 56H of the *Mining Act 1971*, that an application for a Mining Lease over the undermentioned mineral claim has been received:

Applicant: S.C. Heinrich & Co Pty. Ltd.  
Claim Number: 4542  
Location: CT 5344/315, Bowillia area, Approximately 21 km southwest of Clare.  
Area: 95 hectares approximately  
Purpose: Extractive Minerals (Limestone)  
Reference: 2022/000030

To arrange an inspection of the proposal at the Department for Energy and Mining, please call the Department on 08 8463 3103.

An electronic copy of the proposal can be found on the Department for Energy and Mining website:

<https://www.energymining.sa.gov.au/industry/minerals-and-mining/mining/community-engagement-opportunities>.

Written submissions in relation to this application are invited to be received at the Department for Energy and Mining, Mining Regulation, Attn: Business Support Officer, GPO Box 320 ADELAIDE SA 5001 or [dem.miningregrehab@sa.gov.au](mailto:dem.miningregrehab@sa.gov.au) by no later than **2 August 2022**.

The delegate of the Minister for Energy and Mining is required to have regard to these submissions in determining whether to grant or refuse the application and, if granted, the terms and conditions on which it should be granted.

When you make a written submission, that submission becomes a public record. Your submission will be provided to the applicant and may be made available for public inspection.

Dated: 21 July 2022

J. MARTIN  
Mining Registrar as delegate for the Minister for Energy and Mining  
Department for Energy and Mining

## OUTBACK COMMUNITIES (ADMINISTRATION AND MANAGEMENT) ACT 2009

## OUTBACK COMMUNITIES AUTHORITY

*Declaration of Community Contribution (Andamooka) for 2022-2023*

NOTICE is hereby given that at its meeting on 23 June 2022, the Outback Communities Authority, for the financial year ending 30 June 2023 and in exercise of the powers contained in Division 2, Part 3 of the *Outback Communities (Administration and Management) Act 2009*, resolved as follows:

*Declaration of the Community Contribution*

To declare a community contribution for the rateable land over:

- the township of Andamooka;
- those sites immediately adjacent the town of Andamooka not within the Andamooka Precious Stones Field or excluded from the operation of the *Opal Mining Act 1995* held in Fee Simple, occupied under Crown Lease or Licence, and
- those portions of Section 1500, Out of Hundreds (Andamooka), occupied under Crown Licence (known as White Dam).



*Purpose of Community Contribution*

Declare a fixed charge of \$400 per property unit on rateable land for the purposes of raising revenue for the provision of services and support to the community of Andamooka.

*Payment of Community Contribution*

Pursuant to Section 181 (2) of the *Local Government Act 1999*, that the community contribution is payable in four equal or approximately equal instalments as follows:

- first instalment, payable on 15 September 2022;
- second instalment, payable on 15 December 2022;
- third instalment, payable on 15 March 2023; and
- fourth instalment, payable on 15 June 2023.

Dated: 21 July 2022

M. R. SUTTON  
Director

(A5536861)

## OUTBACK COMMUNITIES (ADMINISTRATION AND MANAGEMENT) ACT 2009

## OUTBACK COMMUNITIES AUTHORITY

*Declaration of Community Contribution (Iron Knob) for 2022-2023*

NOTICE is hereby given that at a meeting on 23 June 2022, the Outback Communities Authority, for the financial year ending 30 June 2023 and in exercise of the powers contained in Division 2, Part 3 of the *Outback Communities (Administration and Management) Act 2009*, resolved as follows:

*Declaration of the Community Contribution*

To declare a community contribution for the rateable land in:

- the township of Iron Knob.

*Purpose of Community Contribution*

Declare a fixed charge of \$360 per property unit on rateable land for the purposes of raising revenue for the provision of services and support to the community of Iron Knob.

*Payment of Community Contribution*

Pursuant to Section 181 (2) of the *Local Government Act 1999*, that the community contribution is payable in four equal or approximately equal instalments as follows:

- first instalment, payable on 15 September 2022;
- second instalment, payable on 15 December 2022;
- third instalment, payable on 15 March 2023; and
- fourth instalment, payable on 15 June 2023.

Dated: 21 July 2022

M. R. SUTTON  
Director

(A5536861)

## PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Application for Extension of Special Facilities Licence—SFL 13*

Pursuant to section 65(6) of the *Petroleum and Geothermal Energy Act 2000* and delegated powers dated 29 June 2018, notice is hereby given that an application for the extension of licence term of special facilities licence SFL 13 with the area described below has been received from:

**Precise Outcomes Pty Ltd**

The extension application will be determined on or after 12 August 2022.

*Description of application area*

All that part of the State of South Australia, bounded as follows:

27° 48' 50.83" S 140° 44' 31.14" E  
 27° 48' 53.78" S 140° 45' 14.57" E  
 27° 48' 55.70" S 140° 45' 13.72" E  
 27° 48' 55.62" S 140° 45' 15.48" E  
 27° 48' 55.44" S 140° 45' 16.23" E  
 27° 48' 55.13" S 140° 45' 16.18" E  
 27° 48' 54.88" S 140° 45' 17.78" E  
 27° 49' 17.08" S 140° 45' 21.15" E  
 27° 49' 18.05" S 140° 45' 13.76" E  
 27° 49' 01.26" S 140° 45' 12.04" E  
 27° 48' 59.65" S 140° 45' 12.56" E  
 27° 48' 56.55" S 140° 44' 51.68" E  
 27° 49' 39.19" S 140° 44' 48.22" E  
 27° 49' 36.20" S 140° 44' 27.32" E  
 27° 48' 53.00" S 140° 44' 30.85" E  
 27° 48' 50.83" S 140° 44' 31.14" E

All coordinates in GDA94

AREA: **1.04** square kilometres approximately

Dated: 18 July 2022

MICHAEL MALAVAZOS  
A/Executive Director  
Energy Resources Division  
Department for Energy and Mining  
Delegate of the Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Temporary Cessation of Suspension  
Petroleum Exploration Licence—PEL 94  
Associated Activities Licence—AAL 200*

Pursuant to Section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the suspension of PEL 94 and AAL 200 dated 8 October 2021 has been temporarily ceased, for the period 19 July 2022 to 28 July 2022 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 94 and AAL 200 remains as 4 November 2023.

Dated: 18 July 2022

MICHAEL MALAVAZOS  
A/Executive Director  
Energy Resources Division  
Department for Energy and Mining  
Delegate of the Minister for Energy and Mining

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016

SECTION 76


*Amendment to the Planning and Design Code*

*Preamble*

It is necessary to amend the Planning and Design Code (the Code) in operation at 7 July 2022 (Version 2022.12) in order to make changes of form relating to the Code's spatial layers and their relationship with land parcels. NOTE: There are no changes to the application of zone, subzone or overlay boundaries and their relationship with affected parcels or the intent of policy application as a result of this amendment.

1. PURSUANT to section 76 of the *Planning, Development and Infrastructure Act 2016* (the Act), I hereby amend the Code in order to make changes of form (without altering the effect of underlying policy), correct errors and make operational amendments as follows:
  - a. Undertake minor alterations to the geometry of the spatial layers and data in the Code to maintain the current relationship between the parcel boundaries and Code data as a result of the following:
    - i. New plans of division deposited in the Land Titles Office between 29 June 2022 and 12 July 2022 affecting the following spatial and data layers in the Code:
      - A. Zones and subzones
      - B. Technical and Numeric Variations
        - Building Heights (Levels)
        - Building Heights (Metres)
        - Concept Plan
        - Finished Ground and Floor Levels
        - Minimum Frontage
        - Minimum Site Area
      - C. Overlays
        - Affordable Housing
        - Character Area
        - Coastal Areas
        - Future Road Widening
        - Hazard (Bushfire - High Risk)
        - Hazard (Bushfire - Medium Risk)
        - Hazard (Bushfire - General Risk)
        - Hazard (Bushfire - Urban Interface)
        - Hazard (Bushfire - Regional)
        - Hazard (Bushfire - Outback)
        - Heritage Adjacency
        - Limited Land Division
        - Local Heritage Place
        - Regulated and Significant Tree
        - Significant Landscape Protection
        - State Heritage Place
        - Stormwater Management
        - Urban Tree Canopy

- ii. Improved spatial data for existing land parcels in the following locations (as described in Column A) that affect data layers in the Code (as shown in Column B):

Location (Column A)	Layers (Column B)
<p><b>D7103A10 - Oaklands Park</b></p> 	<p>Zones</p> <p>Technical and Numeric Variations</p> <ul style="list-style-type: none"> <li>- Building Heights (Levels)</li> <li>- Building Heights (Metres)</li> </ul> <p>Overlays</p> <ul style="list-style-type: none"> <li>- Noise and Air Emissions</li> </ul>

- b. In Part 13 of the Code – Table of Amendments, update the publication date, Code version number, amendment type and summary of amendments within the ‘Table of Planning and Design Code Amendments’ to reflect the amendments to the Code as described in this Notice.
2. PURSUANT to section 76(5)(a) of the Act, I further specify that the amendments to the Code as described in this Notice will take effect upon the date those amendments are published on the SA planning portal.

Dated: 19 July 2022

GREG VAN GAANS  
 Director, Land and Built Environment,  
 Department for Trade and Investment  
 Delegate of the Minister for Planning

SURVEY ACT 1992

*Register of Surveyors in South Australia*

It is hereby notified for general information that the names of the undermentioned persons are duly registered or licensed under the above Act.

LIST OF LICENSED SURVEYORS

	Licensed Surveyor's Name	Licensed Surveyor's Address	Date of Licence
Non-Practising	Afnan, Ruhi	19 Dunn Street, Bridgewater SA 5155	9/04/1992
	Allen, Scott Lewis	GPO Box 2471, Adelaide SA 5001	8/05/1986
	Anderson, Ralph Ian	26 Evans Street, Renmark SA 5341	10/05/1990
	Andrew, Robert Lindsay	PO Box 329, Seacliff Park SA 5049	23/10/1974
	Arnold, Timothy	PO Box 27 Hove SA 5048	9/12/2010
	Aslanidis, Nicholas Peter	Unit 3/2 Lydia Street, Plympton SA 5038	20/09/2012
	Bacchus, Scott John	84 Sawpit Gully Road, Dawesley SA 5252	6/08/2003
	Baker, Trevor John	PO Box 708, Stirling SA 5152	18/05/2017
	Barnes, Lyall Bruce	7 Boronia Court, Paradise SA 5075	14/04/1994
	Barwick, Craig	PO Box 1000, Kent Town SA 5071	15/11/2001
	Bennett, Mark Nicholas	15 Military Road, Tennyson SA 5022	18/11/2004
	Bested, Antony John	362 Magill Road, Kensington Park SA 5068	1/01/1992
	Bevan, Matthew John	137 Days Road, Regency Park SA 5010	21/02/2013
	Bleeze, Denis Robert	130 Range Road South, Houghton SA 5131	30/08/1981
	Blok, Timothy	5 Seventh Avenue, Hove SA 5048	13/09/1990
	Blundell, Marc John Pole	PO Box 1354, Adelaide SA 5001	17/07/2003
	Brinkley, Peter James	PO Box 1354, Adelaide SA 5001	19/08/2010
	Brogden, Damian John	176 Prospect Road, Prospect SA 5082	13/07/1989
	Burgess, Gregory Stephen	18A Cameron Road, Mount Barker SA 5251	6/07/1995
	Burgess, Kevin Trevor	46 Second Avenue, St Peters SA 5069	8/07/1982
Cameron, Michael Leigh	45 Helen Street, Mount Gambier SA 5290	20/04/2006	
Carn, Brenton Allen	16 Chester Street, Henley Beach SA 5022	19/09/1996	
Castelanelli, Carmelo	25 Hardys Road, Underdale SA 5032	11/03/1993	
Cavallo, Rocco	9 George Street, Hindmarsh SA 5007	19/09/1990	
Christie, Brenton Andrew	4 Topaz Court, Hope Valley SA 5090	21/07/2005	

	Licensed Surveyor's Name	Licensed Surveyor's Address	Date of Licence
	Ciccarello, Mark Alexander	2 Joyleen Court, Athelstone SA 5076	16/11/2015
	Clarke, Matthew James	69 Heather Road, Heathfield SA 5153	19/11/2009
	Cooper, Daniel Charles	226 Leslie Creek Road, Mylor SA 5153	20/06/2013
	Crowe, Simon John	PO Box 1000, Kent Town SA 5071	17/03/2012
	Curnow, James	PO Box 1000, Kent Town SA 5071	10/12/1976
	D'Aloia, Giuseppe	9 Cassia Crescent, Kidman Park SA 5025	20/06/2002
	Deane, Harry James	PO Box 1000, Kent Town SA 5071	20/08/2020
Non-Practising	Dellatorre, Wade Christopher	9 Belmont Crescent, Mount Barker SA 5251	16/05/2002
	Eiternick, Paul	5 Gulfview Road, Blackwood SA 5051	17/10/2013
	Evans, Jesse Troy	31 Christie Street, Kadina, SA 5554	19/03/2020
	Falkenberg, Andrew John	17 Dame Pattie Circuit, West Lakes SA 5021	6/12/1990
	Filmer, Scott John	1 Railway Place, Mount Barker SA 5251	16/08/2007
	Fudge, Jeffrey Charles	79 Smith Street, Naracoorte SA 5271	11/08/1978
	Gathercole, Dylan Luke	255 Pulteney Street, Adelaide SA 5000	16/02/2012
	Gehren, Noel Ralfe	51 Marine Parade, Sealcliff SA 5049	13/12/2007
	Gilbert, Peter Mark	7 Seaview Avenue, Middleton, SA 5213	8/09/1994
	Georgiou, Kristan Michael	2 Elm Grove, Lobethal SA 5241	19/06/2016
	Gluis, Joel Mark	PO Box 182, Aldinga Beach SA 5173	17/03/2011
	Grear, Michael Stuart	24B Willunga Street, Eden Hills SA 5050	1/01/1992
	Harmer, Michael William	4 Tay Road, Woodforde SA 5072	18/11/2010
	Heinrich, Chad Anthony	17B Whiteleaf Crescent, Glengowrie SA 5044	16/08/2018
	Henley, John Edward	PO Box 2099, Magill North SA 5072	12/10/1989
	Hennig, Shayne Bryan	275 Marion Road, North Plympton SA 5037	14/06/1990
	Hillyard, Tyson Peter	108 Turners Avenue, Hawthorndene SA 5051	15/11/2012
	Holland, Damian John	PO Box 1000, Kent Town SA 5071	01/12/2016
	Hopkins, Michael Jessop	3 Glenrowan Avenue, Myrtle Bank SA 5064	17/04/1984
	Hordacre, Glenn Ian	PO Box 1000, Kent Town SA 5071	12/11/1992
	Hynes, Matthew David	43 Edward Street, Norwood SA 5067	20/05/2004
	Jeanes, Peter Ian	PO Box 387, Daw Park SA 5041	3/02/1982
	Jeffrey, Thomas Samuel	6 Todd Street, Port Adelaide SA 5015	18/06/2013
	Jericho, David Allan	48 Lawrence Street, Kadina SA 5554	11/03/1993
	Kennedy, Ross Alexander	20 Sizer Street, Lower Mitcham SA 5062	14/05/1992
	Klau, Timothy David	7 Bunker Court, Port Hughes SA 5558	18/05/2006
	Klitscher, Simon Martin	PO Box 226, Brooklyn Park SA 5032	15/06/2000
	Lambis, Haralambos Michael	PO Box 358, Prospect SA 5082	21/04/2005
	Lane, Gregory Charles	4 Light Road, Coromandel Valley SA 5051	15/06/2006
	Langman, James Stephen	11 King William Street, Kent Town, SA 5067	18/03/2010
	Leaker, Martin John	24 Richardson Avenue, Glenelg North SA 5045	11/10/1994
	Leith, Grantley David	30 College Road, Somerton Park SA 5044	10/05/1990
	Liebelt, Michael John	6 Graves Street, Kadina SA 5554	11/06/1992
	Light, Brenton Andrew	51 Bettess Road, Ward Hill SA 5522	21/01/2021
	Linsell, John Thomas	101 Grenfell Street, Adelaide SA 5000	20/08/2009
	Lock, Craig James	5 Sturt Street, Glenelg North SA 5043	8/03/1984
	Lock, Michael Grant	87 Springbank Road, Clapham SA 5062	13/02/1986
	Mann, Grant Glenn	11 Island View Crescent, Victor Harbor SA 5211	11/03/1993
	Mattsson, Jeffrey Ian	10 Braeside Ave, Seacombe Heights SA 5047	10/11/1985
	Millett, Christopher John	Level 1/124 South Terrace, Adelaide SA 5000	1/01/1992
	Neale, Graeme Edward	27 Dover Street, Malvern SA 5061	15/05/1980
	Nietschke, Michael Dean	13 Michael Street, Lockleys SA 5032	16/10/1997
	North, Ashley Linton	178 Main Road, McLaren Vale SA 5171	20/08/2009
	Paull, Gregory John	PO Box 1354, Adelaide SA 5001	21/03/2013
	Pennino, Damiano	PO Box 917, Salisbury SA 5108	20/06/2013
	Petrilli, Kevin John	64 Gladstone Road, North Brighton SA 5048	19/07/1990
	Phillips, Perry Mark	2/110 Victoria Street, Victor Harbor SA 5211	13/12/1984
	Pittman, Mark Roger	Level 2 / 124 South Terrace, Adelaide SA 5000	21/08/1997
	Pohl, Henry Michael	23 Sydenham Road, Norwood SA 5067	31/03/1983
	Pyper, David Edward	78 Goodwood Road, Wayville SA 5034	1/01/1991
	Reddy, Max Charles	15 Mingbool Avenue, Pasadena SA 5042	16/06/2022
	Rea, Franco	PO Box 1000, Kent Town SA 5071	15/06/2000
	Retallack, Richard Alan	25 Narinna Avenue, Cumberland Park SA 5041	9/04/1992
	Richardson, Brett John	1 Arrawarra Place, Tanunda SA 5352	17/03/2011
	Rigon, Dario	26 Woodcroft Drive, Morphett Vale SA 5162	10/03/1998
	Ryan, Kane Benjamin	78 Goodwood Road, Wayville SA 5034	18/03/2010

	Licensed Surveyor's Name	Licensed Surveyor's Address	Date of Licence
Non-Practising	Sayer, Max Alfred Michael	176 Prospect Road, Prospect SA 5082	12/10/1989
	Seskis, Samuel Thomas	Level 1/24 South Terrace, Adelaide SA 5000	16/06/2015
	Shepherd, Ben	18 Leslie Crescent, Crafers SA 5152	21/04/2016
	Slape, Bradley James	GPO Box 1354, Adelaide SA 5001	20/04/2006
	Stockley, Nathan James	PO Box 1000, Kent Town SA 5071	17/02/2021
	Struthers, David Barrie	PO Box 510, North Adelaide SA 5006	16/04/2015
	Summers, Clayton Myles	9 St Georges Street, Willunga SA 5172	12/06/1986
	Teakle, Mark Ronald Bray	11 Tenison Drive, Mount Gambier SA 5290	8/11/1984
	Thorley, Beau	PO Box 1000, Kent Town SA 5071	17/11/2011
	Townsend, Steven James	8 Beaver Court, Port Lincoln SA 5606	18/08/2005
	Tripodi, Alfredo	10 Paula Street, Athelstone SA 5076	15/03/2007
	Turnbull, Shaun William	176 Prospect Road, Prospect SA 5082	15/02/2007
	Tucker, Paul	3 Bruce Road, Barmera SA 5345	31/05/1973
	Turner, George Joseph	C/- Jacobs 121 King William Street, Adelaide SA 5000	19/05/2011
	van Senden, Geoffrey Clifton	11 Chapel Street, Strathalbyn SA 5255	11/10/1990
	Waye, Rowan Samuel	33 Maughan Avenue, Redwood Park SA 5097	19/06/2016
	Weston, David Arthur Giles	78 Castle Street, Parkside SA 5063	12/03/1992
	Whitford, Mark Kenneth	4 Wycliff Street, Fullarton SA 5063	21/11/2013
	Wiggins, Adam Michael	2 Cardinal Street, St Clair SA 5011	16/06/2015
	Williams, Mark Antony Peter	PO Box 1000, Kent Town SA 5071	17/06/2004
Window, Ashley Greg	9 Dorene Street, St Marys SA 5042	13/03/2008	
Wood, Adam Browning	24 Hakea Avenue, Athelstone SA 5076	17/08/2006	

## LIST OF REGISTERED SURVEYORS

	Registered Surveyor's Name	Registered Surveyor's Address	Date of Registration
Registered	Chemny, Luke Vasyl	PO Box 1000, Kent Town SA 5171	19/03/2020
Registered	Grose, Michelle Elaine	63 May Street, Birkenhead SA 5015	19/07/2018
Registered	McFarlane, John Alexander	Level 1/11 King William Street, Kent Town SA 5067	19/07/2007
Registered	Pickett, Richard Bruce	3A Fuller Street Parkside SA 5063	1/01/2000
Registered	Walker, Graham Michael	2/1 North Esplanade, Glenelg SA 5045	5/12/2019

Dated: 8 July 2022

S. MEDLOW SMITH  
Registrar

## TOBACCO AND E-CIGARETTE PRODUCTS ACT 1997

## NOTICE BY THE MINISTER

*Declaration that smoking is banned in certain public areas under section 51*

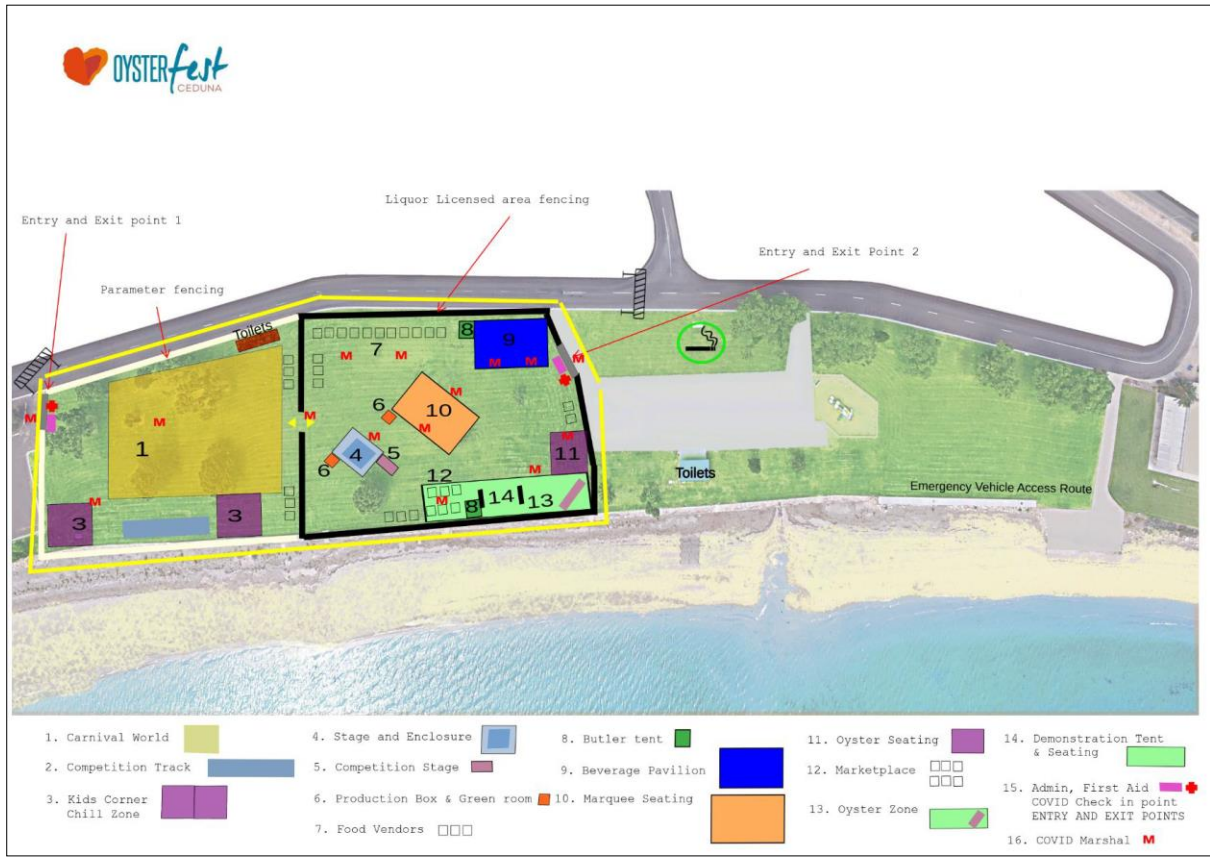
TAKE NOTICE that I, Hon Christopher Picton, Minister for Health and Wellbeing, pursuant to section 51 of the *Tobacco and E-Cigarette Products Act 1997*, do hereby declare that smoking is banned during the 2022 Ceduna Oysterfest from 8.00am on Saturday 1 October to 11.00pm on Sunday 2 October 2022 in the public areas within the O'Loughlin Terrace foreshore park lawns bounded by O'Loughlin Terrace to the east, the southern boundary of the Day Terrace Carpark to the north, the foreshore to the west and the prolongation of the entrance driveway of the Davison Street carpark to the south. To avoid doubt, smoking is banned during this period in all public areas within these boundaries, except where there is a designated "smoking permitted" area that will be clearly signed.

The following map of the area known as the Ceduna Oysterfest 2022 No-Smoking Zone is provided for ease of reference only.

Dated: 7 July 2022

HON CHRIS PICTON MP  
Minister for Health and Wellbeing

MAP



## LOCAL GOVERNMENT INSTRUMENTS

CAMPBELLTOWN CITY COUNCIL  
ROADS (OPENING AND CLOSING) ACT 1991  
*Road Closing—Manresa Court, Athelstone*

NOTICE is hereby given, pursuant to Section 10 of the *Roads (Opening and Closing) Act 1991* that the Campbelltown City Council proposes to make a Road Process Order to close and retain the Westerly portion of Manresa Court from Gorge Road through to Fifth Creek adjoining Allotment 96 in F133286, Allotment 97 in F133287, Allotments 1 & 2 in F4136 and Allotment 3 in F133293 more particularly delineated and lettered A on Preliminary Plan 22/0036.

The Preliminary Plan and Statement of Persons Affected is available for public inspection at the Campbelltown City Council office located at 172 Montacute Road, Rostrevor, and the Adelaide Office of the Surveyor-General, during normal office hours. The Preliminary Plan can also be viewed at [www.sa.gov.au/roadsactproposals](http://www.sa.gov.au/roadsactproposals).

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons. The application for easement or objection must be made in writing to the Campbelltown City Council, PO Box 1 Campbelltown SA 5074, or [mail@campbelltown.sa.gov.au](mailto:mail@campbelltown.sa.gov.au) WITHIN 28 DAYS OF THIS NOTICE, and a copy must be forwarded to the Surveyor-General at GPO Box 1354, Adelaide 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Dated: 21 July 2022

PAUL DI IULIO  
Chief Executive Officer

CITY OF NORWOOD PAYNEHAM & ST PETERS  
*Adoption of Valuation and Declaration of Rates*

NOTICE is hereby given that the Council of the Corporation of the City of Norwood Payneham & St Peters, at a meeting held on 4 July 2022 and for the 2022 - 2023 financial year:

1. adopted, for rating purposes and effective from 1 July 2022 the Valuer-General's valuation of capital values in the Council area totaling \$18,828,314,700.
2. declared differential general rates on rateable land within its area as follows:
  - For residential land use, 0.1929 cents in the dollar on the capital value of the land subject to the rates; and
  - For Commercial (Shop), Commercial (Office), Commercial (Other), Industrial (Light), Industrial (other), Primary Production, Vacant Land and Other land uses, 0.2315 cents in the dollar on the capital value of the land subject to the rates;
3. fixed a minimum amount payable by way of general rates of \$1,132 in respect of all rateable land within its area;
4. declared a separate rate of 0.0075 cents in the dollar on the capital value of rateable land in its area within the area of The Green Adelaide Board to recover the levy payable to the Board;
5. declared a fixed separate rate of \$347.65 in accordance with the Councils Private Laneways Policy, against the properties adjoining Rosemont Lane Norwood; and
6. declared a differential separate rate of 0.0475 cents in the dollar on the capital value of all land classified as Category (b) Commercial Shop, Category (c) Commercial Office, Category (d) Commercial Other and Category (e) Industrial Light within the area defined to constitute the Parade Precinct for these purposes.

Dated: 4 July 2022

MARIO BARONE  
Chief Executive Officer

CITY OF NORWOOD PAYNEHAM & ST PETERS  
*Declaration of Public Road*

Notice is hereby given pursuant to Section 210 of the *Local Government Act 1999 (SA)*, that the City of Norwood Payneham & St Peters resolved at its meeting on 6 June 2022 that the private road comprised in Certificate of Title Volume 5209 Folio 850, the land marked 'Right of Way' in Transfer No. 105152 and the land comprised in Certificate of Title Volume 471 Folio 114, and which is private road commonly known as 'Rosemont Lane' in the area of Norwood, is hereby declared to be public road.

Dated: 14 July 2022

Marion Barone  
Chief Executive Officer

PORT AUGUSTA CITY COUNCIL  
*Adoption of Valuation and Declaration of Rates*  
*Adoption of Valuation*

Notice is hereby given that the Corporation of the City of Port Augusta at a Special Council Meeting held on 12 July 2022, resolved as follows:

*Adoption of Valuations*

That the Corporation of the City of Port Augusta for the 2022/2023 financial year adopts pursuant to Section 167(2)(a) of the *Local Government Act 1999* the valuations of the Valuer-General of capital values for all land in the area of the Council which amounts in total to value of \$1,850,167,900 and which represents the sum of all properties set forth in the assessment records of the Council for the 2022/2023 financial year and hereby specifies the 12<sup>th</sup> day of July 2022, as the day upon which the adoption of such valuations of the Valuer-General shall become the valuations of the Council.

*Declaration of Rates*

1. That pursuant to section 156(1)(c) of the *Local Government Act 1999* declares differential general rates according to locality and the use of the land based upon capital value on all rateable land within the area of the Council for the year ending 30 June 2023, as follows:
  - (a) In the area of the City zoned in the Planning and Design Code 2021 as Rural Shack Settlement, Rural Living, Conservation, Rural, and Rural Neighbourhood:
    - i. 0.4396 cents in the dollar on rateable land with a land use category of (a) Residential;
    - ii. 1.0990 cents in the dollar on all rateable land with a land use category of (b), (c),(d), (e) & (f) Commercial and Industry; and
    - iii. 0.4396 cents in the dollar for all rateable land with a land use category of (g) Primary Production; and
    - iv. 0.8243 cents in the dollar for all rateable land with a land use category of (h) Vacant Land; and
    - v. 0.5495 cents in the dollar for all rateable land with a land use category of (i) Other.
  - (b) In all other areas not specifically referred to in sub-paragraphs (a) above:
    - i. 0.5495 cents in the dollar on rateable land with a land use category of (a) Residential
    - ii. 1.0990 cents in the dollar on all rateable land with a land use category of (b), (c), (d), (e) & (f) Commercial and Industry; and
    - iii. 0.4396 cents in the dollar for all rateable land with a land use category of (g) Primary Production; and
    - iv. 0.8243 cents in the dollar for all rateable land with a land use category of (h) Vacant Land; and
    - v. 0.5495 cents in the dollar for all rateable land with a land use category of (i) Other.
2. Imposed, pursuant to section 151(1)(c)(ii) and 152(1)(c) of the *Local Government Act 1999*, a fixed charge of \$900 on rateable land within the area of the Council.
3. Pursuant to section 155 (2)(a) and (b) of the *Local Government Act 1999* the Council imposes an annual service charge of \$505 per unit for all vacant and occupied properties to which the effluent drainage disposal services is made available within the City of Port Augusta for the 2022/2023 financial year in the Willsden, Augusta Park, Hospital Road, Zanuckville, Conwaytown, Transcontinental Estate and Stirling North Community Waste Water Management Schemes.
4. Imposes pursuant to section 155(2)(a) and (b) of the *Local Government Act 1999*:
  - (a) An annual service charge of \$230 for the purpose of a kerbside waste collection and recycling service for all occupied properties within the City of Port Augusta (with the exception of the Commissariat Point & Blanche Harbor Coastal home localities and Miranda Township) to which the service is provided or made available in 2022/2023 financial year.
  - (b) An annual service charge of \$115 for the purpose of a mixed bin waste collection service to all residential properties within the Commissariat Point and Blanche Harbor Coastal Home localities and Miranda Township to which the service is provided or made available in the 2022/2023 financial year.
5. Pursuant to section 69 of the Landscape South Australia Act 2019 and section 154 of the *Local Government Act 1999* and in order to reimburse the Council for amounts contributed to the South Australian Arid Lands Board for the financial year 2022/2023 totalling \$296,778 the Council declares a separate rate, being a Regional Landscape Levy, based on a fixed charge of \$39.70 on all rateable properties within the area of the Council.

Dated: 12 July 22

J. BANKS  
Chief Executive Officer

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**CITY OF UNLEY**  
**PERMITS AND PENALTIES BY-LAW 2022**  
**By-law No. 1 of 2022**

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

**PART 1 – PRELIMINARY**

1. **Title**  
This By-law may be cited as the *Permits and Penalties By-law 2022* and is By-law No. 1 of the City of Unley.
  2. **Authorising Law**  
This By-law is made under section 246 of the Act.
  3. **Purpose**  
The objects of this By-law are to provide for the good rule and government of the Council area, and for the convenience, comfort and safety of its inhabitants by:
    - 3.1 creating a permit system for Council By-laws;
    - 3.2 providing for the enforcement of breaches of Council By-laws and fixing penalties; and
    - 3.3 clarifying the construction of Council By-laws.
  4. **Commencement, Revocation and Expiry**
    - 4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation<sup>1</sup>:
      - 4.1.1 *By-law No.1 – Permits and Penalties 2015.*<sup>2</sup>
      - 4.1.2 This By-law will expire on 1 January 2030.<sup>3</sup>
- Note-**
1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted (section 249(5) of the Act).
  2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.
  3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.
5. **Application**  
This By-law applies throughout the Council's area.
  6. **Interpretation**  
In this By-law, unless the contrary intention appears:
    - 6.1 **Act** means the *Local Government Act 1999*;
    - 6.2 **Council** means the City of Unley; and
    - 6.3 **person** includes a natural person or a body corporate.
- Note-**
- Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Act.
7. **Construction of By-laws Generally**
    - 7.1 Every By-law of the Council is subject to any Act of Parliament and Regulations made thereunder.
    - 7.2 In any By-law of the Council and unless the contrary intention appears, **permission** means permission granted by the Council (or its delegate) in writing prior to the act, event or activity to which it relates, and includes permission of general application granted by way of the Council adopting a policy for that purpose.

**PART 2 – PERMITS AND PENALTIES**

8. **Permits**
    - 8.1 Where a By-law requires that permission be obtained, any person seeking the grant of permission must submit a written application to the Council in the form (if any) and accompanied by the fee (if any) prescribed by the Council.
    - 8.2 The Council (or such other person as the Council may authorise) may attach such conditions as it thinks fit to a grant of permission and may vary or revoke such conditions or impose new conditions by notice in writing to the person granted permission.
    - 8.3 A person granted permission under a By-law must comply with every such condition. Failure to do so is an offence (to the extent that the failure gives rise to a contravention of a By-law).
    - 8.4 The Council (or such other person authorised by the Council) may suspend or revoke a grant of permission under a By-law at any time by notice in writing to the person granted permission.
  9. **Offences and Penalties**
    - 9.1 A person who commits a breach of any By-law of the Council is guilty of an offence and may be liable to pay:
      - 9.1.1 a maximum penalty being the maximum penalty referred to in the Act that may be fixed by a By-law for any breach of a By-law; or
      - 9.1.2 subject to any resolution of the Council to the contrary, the expiation fee fixed by the Act for alleged offences against By-laws, being a fee equivalent to 25 per cent of the maximum penalty fixed for any breach of a By-law.
    - 9.2 A person who commits a breach of a By-law of the Council of a continuing nature is guilty of an offence and, in addition to any other penalty that may be imposed, is liable to a further penalty for every day on which the offence continues, such penalty being the maximum amount referred to in the Act that may be fixed by a By-law for a breach of a By-law of a continuing nature.
- Note-**
- The maximum penalty for a breach of a By-law as prescribed by section 246(3)(g) of the Act, is \$1,750.  
 Pursuant to section 246(5) of the Act expiation fees may be fixed for alleged offences against by-laws either by a by-law or by resolution of the Council. However, an expiation fee fixed by the Council cannot exceed 25 per cent of the maximum penalty for the offence to which it relates.

This By-law was duly made and passed at a meeting of the City of Unley held on 27 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

PETER TSOKAS  
Chief Executive Officer

**CITY OF UNLEY  
ROADS BY-LAW 2022  
By-law No. 2 of 2022**

*A By-law for the management, control and regulation of activities on roads in the Council's area.*

**PART 1— PRELIMINARY**

1. **Title**  
This By-law may be cited as the *Roads By-law 2022* and is By-law No. 2 of the City of Unley.
  2. **Authorising Law**  
This By-law is made under sections 239 and 246 of the Act and regulation 28 of the *Local Government (General) Regulations 2013*.
  3. **Purpose**  
The objectives of this By-law are to manage, control and regulate certain uses of roads in the Council area:
    - 3.1 to protect the convenience, comfort and safety of road users and members of the public;
    - 3.2 to prevent damage to buildings and structures on roads;
    - 3.3 to prevent certain nuisances occurring on roads; and
    - 3.4 for the good rule and government of the Council area.
  4. **Commencement, Revocation and Expiry**
    - 4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation:<sup>1</sup>
      - By-Law No. 2 – Roads 2015.*<sup>2</sup>
    - 4.2 This By-law will expire on 1 January 2030.<sup>3</sup>
- Note-**
1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted (section 249(5) of the Act).
  2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.
  3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.
5. **Application**
    - 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2022*.
    - 5.2 Subject to subclause 5.3, this By-law applies throughout the Council's area.
    - 5.3 Subclauses 7.3.1 and 7.5.2 of this By-law apply throughout the Council area except in such parts of the Council area as the Council may by resolution direct in accordance with section 246(3)(e) of the Act.
  6. **Interpretation**  
In this By-law, unless the contrary intention appears:
    - 6.1 **Act** means the *Local Government Act 1999*;
    - 6.2 **animal** includes birds, insects and poultry but does not include a dog;
    - 6.3 **authorised person** is a person appointed by the Council as an authorised person under section 260 of the Act;
    - 6.4 **camp** includes setting up a camp or causing:
      - 6.4.1 a tent or other structure of calico, canvas, plastic or other similar material; or
      - 6.4.2 a swag or similar bedding; or
      - 6.4.3 subject to the *Road Traffic Act 1961*, a caravan, motor home or similar camping vehicle - to remain on a road for the purpose of staying overnight, whether or not any person is in attendance or sleeps on the road;
    - 6.5 **Council** means the City of Unley;
    - 6.6 **effective control** means a person exercising effective control of an animal either:
      - 6.6.1 by means of a physical restraint; or
      - 6.6.2 by command, the animal being in close proximity to the person and the person being able to see the animal at all times;
    - 6.7 **electoral matter** has the same meaning as in the *Electoral Act 1995* provided that such electoral matter is not capable of causing physical damage or injury to a person within its immediate vicinity;
    - 6.8 **emergency worker** has the same meaning as in the *Road Traffic (Road Rules - Ancillary and Miscellaneous Provisions) Regulations 2014*;
    - 6.9 **moveable sign** has the same meaning as in the Act;
    - 6.10 **road** has the same meaning as in the Act, being a public or private street, road or thoroughfare to which public access is available on a continuous or substantially continuous basis to vehicles or pedestrians or both and includes—
      - 6.10.1 a bridge, viaduct or subway; or
      - 6.10.2 an alley, laneway or walkway;
    - 6.11 **vehicle** has the same meaning as in the *Road Traffic Act 1961*; and
    - 6.12 **waste containers** means a container for the disposal of domestic waste, recyclables or green organics that is used to facilitate the kerbside collection of waste from premises by the Council or its agents or contractors.
- Note-**
- Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-law was made.

**PART 2 – USE OF ROADS**

7. **Activities requiring permission**  
A person must not engage in or undertake any of the following activities on a road without the permission of the Council.
    - 7.1 **Advertising**  
Display or cause to be displayed on a road or on a structure on a road, any poster, advertising or sign for the purpose of advertising goods or services or for any other purpose, other than a moveable sign that is displayed in accordance with the Council's *Moveable Signs By-law 2022*.
- Note-**
- Moveable signs on roads are regulated by sections 226 and 227 of the Act and the Council's *Moveable Signs By-law 2022*.
- 7.2 **Amplification**  
Use an amplifier or other device whether mechanical or electrical for the purpose of amplifying sound or magnifying sound including the broadcasting of announcements or advertisements.
  - 7.3 **Animals**
    - 7.3.1 Cause or allow an animal to stray onto, move over, or graze on a road except where the Council has resolved to set aside a track or other area for use by or in connection with an animal of that kind, and provided the animal or animals are under effective control.
    - 7.3.2 Lead, herd or exercise an animal in such a manner as to cause a nuisance or endanger the safety of a person.

- 7.4 **Attachments**  
Attach or cause to be attached, hang or fix anything to a Council owned tree, plant, equipment, fence, post, structure or fixture on a road.
- 7.5 **Camping and Tents**
- 7.5.1 Subject to this subclause 7.5, erect a tent or other structure of calico, canvas, plastic or other similar material as a place of habitation or carry out any camping activities including (but not limited to) washing, cooking, sleeping.
- 7.5.2 Camp in or occupy any caravan or other camping vehicle for or in connection with undertaking camping activities, including (but not limited to) washing, cooking, sleeping, except:
- 7.5.2.1 on any road to which the Council has resolved this subclause applies; and (only then);
- 7.5.2.2 in accordance with any conditions imposed by the Council and contained in any signage erected thereon.
- 7.6 **Defacing Property**  
Deface, paint, spray, write, cut names, letters or make marks on any tree, rock, gate, fence, building, sign, bridge or property of the Council.
- 7.7 **Donations**  
Ask for or receive or do anything to indicate a desire for a donation of money or any other thing.
- 7.8 **Obstructions**  
Erect, install, place or maintain or cause to be erected, installed, placed or maintained any structure, object or material of any kind so as to obstruct a road, footway, water-channel, vegetation, or watercourse in a road or cause a hazard to users of the road.
- 7.9 **Preaching and Canvassing**
- 7.9.1 Preach, harangue, solicit or canvass for religious or charitable purposes.
- 7.9.2 Subject to subclause 11.2, convey any religious or other message to any bystander, passerby or other person.
- 7.10 **Public Exhibitions and Displays**
- 7.10.1 Sing, busk, play a recording or use a music instrument, or perform similar activities.
- 7.10.2 Conduct, cause or hold a concert, festival, show, display public gathering, circus, performance or a similar activity.
- 7.10.3 Erect a stage or structure for the purpose of conducting or holding a concert, festival, show, circus, performance or a similar activity.
- 7.10.4 Cause any public exhibition or displays.
- 7.11 **Rubbish Bins**  
Deposit in any bin on a road that is provided by the Council for use by the public (but excluding any residential rubbish bin) any rubbish:
- 7.11.1 emanating from a domestic, commercial or trade source; or
- 7.11.2 that is not rubbish of the type permitted to be placed in the bin, as indicated on signs on the bin or in its vicinity.
- 7.12 **Repairs to Vehicles**  
Repair, wash, paint, panel beat or perform other work of any nature on or to any vehicle, except for running repairs in the case of a vehicle breakdown.
- 7.13 **Shared Transport Devices**
- 7.13.1 Subject to the *Road Traffic Act 1961*:
- 7.13.1.1 operate a share transport device scheme; or
- 7.13.1.2 leave a share transport device on a road other than in accordance with any conditions determined by the Council (including as may be set out in a policy from time to time) that are published on the Council's website.
- 7.13.2 For the purposes of this subclause 7.13:
- 7.13.2.1 **share transport device** means a bike, scooter or other mobility device that is available for hire (for fee or otherwise) in the Council's area by members of the public in connection with a share transport device scheme, including through the use of a special purpose smartphone application; and
- 7.13.2.2 **share transport device scheme** means a scheme operated in the Council's area which involves share bikes, scooters (dockless or otherwise) or other mobility devices being made available for hire by any person for a fee or otherwise.
- 7.14 **Waste Containers**  
Place, cause or allow to be placed, waste containers on a road to facilitate the collection of waste generated on adjacent or nearby premises by the Council (including its agents or contractors) unless the waste containers are placed on the road:
- 7.14.1 on the day nominated by the Council for the collection of waste from the relevant premises or after 4pm the preceding day (and not before these times);
- 7.14.2 in a position that:
- 7.14.2.1 is adjacent to the kerb (not on the carriageway) so that the front of the bin faces the road;
- 7.14.2.2 is not under any street signs;
- 7.14.2.3 is otherwise as may be directed by the Council; and
- 7.14.3 for a period that does not extend beyond 11:59pm on the next day following the day that waste has been collected from the waste container.

**Note-**

To avoid doubt clause 7.14.3 operates such that a waste container that is placed on a road for collection must be removed from the road before 11:59pm on the day following the date of collection.

**PART 3 – ENFORCEMENT****8. Directions**

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

**9. Orders**

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

**Note-**

Section 262(1) of the Act states:

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

- a) *if the conduct is still continuing – to stop the conduct; and*

*b) whether or not the conduct is still continuing – to take specified action to remedy the contravention*

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

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

- cease busking on a road;
- remove an object or structure blocking a footpath; or
- remove advertising displayed on a structure on a road.

**10. Removal of Animals and Objects**

- 10.1 The Council (or its delegate) may, pursuant to section 234 of the Act, remove an animal or object that is on a road in breach of a By-law if the Council (or its delegate) reasonably believes that no person is in charge of the animal or object.
- 10.2 The Council may seek to recover from the owner of an object removed under subclause 10.1 the costs it incurs in removing that object.

**PART 4 – MISCELLANEOUS**

**11. Exemptions**

- 11.1 The restrictions in this By-law do not apply to any emergency worker, Police Officer, Council Officer or employee acting in the course and within the scope of that person's normal duties, or to a contractor while performing work for the Council and while acting under the supervision or in accordance with a direction of a Council Officer.
- 11.2 The restriction in subclause 7.9.2 of this By-law does not apply to electoral matter authorised by a candidate and which is:
- 11.2.1 related to a Commonwealth or State election and occurs during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day;
- 11.2.2 related to an election under the Act or the *Local Government (Elections) Act 1999* and occurs during the period commencing four weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or
- 11.2.3 related to, and occurs during the course of and for the purpose of a referendum.

**12. Liability of Vehicle Owners**

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

This By-law was duly made and passed at a meeting of the City of Unley held on 27 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

PETER TSOKAS  
Chief Executive Officer

**CITY OF UNLEY  
LOCAL GOVERNMENT LAND BY-LAW 2022  
By-law No. 3 of 2022**

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

**PART 1 – PRELIMINARY**

**1. Title**

This By-law may be cited as the *Local Government Land By-law 2022* and is By-law No. 3 of the City of Unley.

**2. Authorising Law**

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

**3. Purpose**

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

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

**4. Commencement, Revocation and Expiry**

4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation:<sup>1</sup>

*By-law No. 3 – Local Government Land 2015.*<sup>2</sup>

4.2 This By-law will expire on 1 January 2030.<sup>3</sup>

**Note-**

1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted: (section 249(5) of the Act).
2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.
3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazetting of the By-law.

**5. Application**

- 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2022*.
- 5.2 Subject to subclauses 5.3 and 5.4, this By-law applies throughout the Council's area.
- 5.3 Subclauses 9.2, 9.20.3, 9.20.4, 9.23.2, 9.33, 10.6 and 10.11 of this By-law only apply in such part or parts of the Council area as the Council may, by resolution direct in accordance with section 246(3)(e) of the Act.
- 5.4 Subclauses 9.7.1, 9.7.2, 9.10.2, 9.20.1, and 9.29.1 of this By-law apply throughout the Council area except in such parts of the Council area as the Council may by resolution direct in accordance with section 246(3)(e) of the Act.

**6. Interpretation**

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

- 6.1 **Act** means the *Local Government Act 1999*;
- 6.2 **animal** includes birds and insects but does not include a dog unless otherwise stated;
- 6.3 **authorised person** is a person appointed by the Council as an authorised person under section 260 of the Act;
- 6.4 **boat** includes a raft, pontoon, houseboat, personal watercraft or other similar device;
- 6.5 **camp** includes setting up a camp, or causing a tent, swag and/or similar bedding, a caravan, motor home or other camping vehicle, to remain on the land for the purpose of staying overnight, whether or not any person is in attendance or sleeps on the land;

- 6.6 **Council** means the City of Unley;
- 6.7 **electoral matter** has the same meaning as in the *Electoral Act 1985* provided that such electoral matter is not capable of causing physical damage or injury to any person within its immediate vicinity;
- 6.8 **effective control** means a person exercising effective control of an animal either:
- 6.8.1 by means of a physical restraint; or
- 6.8.2 by command, the animal being in close proximity to the person and the person being able to see the animal at all times;
- 6.9 **emergency worker** has the same meaning as in the *Road Traffic (Road Rules- Ancillary and Miscellaneous Provisions) Regulations 2014*;
- 6.10 **funeral ceremony** means a ceremony only (i.e. a memorial service) and does not include a burial;
- 6.11 **liquor** has the same meaning as in the *Liquor Licensing Act 1997*;
- 6.12 **Local Government land** means all land owned by the Council or under the Council's care, control and management (except roads);
- 6.13 **offensive** includes threatening, abusive, insulting or annoying behaviour and offend has a complementary meaning;
- 6.14 **open container** means a container that:
- 6.14.1 after the contents of the container have been sealed at the time of manufacture:
- 6.14.1.1 being a bottle, it has had its cap, cork or top removed (whether or not it has since been replaced);
- 6.14.1.2 being a can, it has been opened or punctured;
- 6.14.1.3 being a cask, it has had its tap placed in a position to allow it to be used;
- 6.14.1.4 being any other form of container, it has been opened, broken, punctured or manipulated in such a way as to allow access to its contents; or
- 6.14.2 is a flask, glass, mug or other container able to contain liquid;
- 6.15 **personal watercraft** has the same meaning as in the *Harbors and Navigation Act 1993*, which is a device that –
- 6.15.1 is propelled by a motor;
- 6.15.2 has a fully enclosed hull;
- 6.15.3 is designed not to retain water if capsized;
- 6.15.4 is designed to be operated by a person who sits astride, stands, or kneels on the device; and includes the device commonly referred to as a jet ski;
- 6.16 **tobacco product** has the same meaning as in the *Tobacco and E-Cigarette Products Act 1997*;
- 6.17 **road** has the same meaning as in the Act;
- 6.18 **vehicle** has the same meaning as in the *Road Traffic Act 1961*;
- 6.19 **waters** includes a body of water, including a pond, lake, river, creek or wetlands under the care, control and management of the Council; and
- 6.20 **wheeled recreational device** has the same meaning as in the *Road Traffic Act 1961*.

**Note-**

Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in a By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-law was made.

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

The Council may:

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

**8. Closed Lands**

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

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

**PART 3 – USE OF LOCAL GOVERNMENT LAND****9. Activities Requiring Permission****Note-**

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

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

**9.1 Advertising**

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

**9.2 Alcohol**

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

**9.3 Amplification**

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

**9.4 Animals**

- 9.4.1 Cause or allow an animal to stray onto, move over, graze or be left unattended.
- 9.4.2 Cause or allow an animal to enter, swim, bathe or remain in any waters located thereupon.
- 9.4.3 Lead, herd or exercise any animal, except where the Council has set aside a track or other area for use by or in connection with an animal of that kind and provided that the animal or animals are under effective control.

**9.5 Attachments**

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

**9.6 Bees**

Place a hive of bees thereupon, or allow it to remain thereon.

**9.7 Boats and Mooring**

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

- 9.7.1 launch or retrieve a boat to or from any waters except in an area to which the Council has resolved this subclause applies;
- 9.7.2 hire out a boat or otherwise use a boat for commercial purposes except in an area to which the Council has resolved this subclause applies; or
- 9.7.3 moor any boat on or to Local Government land.
- 9.8 **Buildings**  
Use a building, or structure on Local Government land for a purpose other than its intended purpose.
- 9.9 **Burials and Memorials**
- 9.9.1 Bury, inter or spread the ashes of any human or animal (including a dog) remains.
- 9.9.2 Erect any memorial.
- 9.10 **Camping and Tent**
- 9.10.1 Subject to this subclause 9.10, erect a tent or other structure of calico, canvas, plastic or similar material as a place of habitation.
- 9.10.2 Camp, sleep overnight or occupy any caravan or other camping vehicle for or in connection with undertaking camping activities (including but not limited to washing, cooking, sleeping) except:
- 9.10.2.1 in an area which has been designated by resolution of the Council for that purpose; and (only then)
- 9.10.2.2 in accordance with any conditions determined by resolution of the Council and contained in any signage erected thereon.
- 9.11 **Canvassing**  
Subject to subclause 14.2, convey any advertising, religious or other message to any bystander, passer-by or other.
- 9.12 **Defacing Property**  
Deface, remove, paint, spray, write upon, cut names, letters or make marks on any tree, rock, gate, fence, object, monument, building, sign, bridge or property of the Council.
- 9.13 **Donations**  
Ask for or receive or indicate that he or she desires a donation of money or any other thing.
- 9.14 **Encroachment**  
Erect, maintain or place, or cause to be erected, maintained or placed, any fencing, post, vegetation or other structure or item so as to encroach onto the land.
- 9.15 **Entertainment and Busking**
- 9.15.1 Sing, busk or play a recording or use a musical instrument for the apparent purpose of entertaining others whether or not receiving money.
- 9.15.2 Conduct or hold a concert, festival, show, public gathering, circus, meeting, performance or any other similar activity.
- 9.16 **Equipment**  
Use an item of equipment, facilities or property belonging to the Council other than in accordance with any conditions of use that are contained on a sign or notice in the vicinity of the equipment, facility or property.
- 9.17 **Fires**  
Subject to the *Fire and Emergency Services Act 2005* light a fire except:
- 9.17.1 in a place provided by the Council for that purpose; or
- 9.17.2 in a portable barbeque, as long as the barbeque is used in an area that is clear of flammable material for a distance of at least four (4) metres.
- 9.18 **Fireworks**  
Ignite, explode or use any fireworks.
- 9.19 **Flora and Fauna**  
Subject to the *Native Vegetation Act 1991* and the *National Parks and Wildlife Act 1972*:
- 9.19.1 plant, damage, pick, cut, disturb, interfere with or remove any plant, tree or flower thereon;
- 9.19.2 cause or allow an animal (including a dog) to stand or walk on any flower bed or garden plot;
- 9.19.3 deposit, dig, damage, disturb, interfere with or remove any soil, stone, wood, clay, gravel, pebbles, timber, bark or any part of the land;
- 9.19.4 take, interfere with, tease, harm or disturb any animal, bird or aquatic life or the eggs or young of any animal, bird or aquatic life;
- 9.19.5 pick, collect, take, interfere with or disturb any fruit, nuts, berries or native seeds;
- 9.19.6 disturb, interfere with or damage any burrow, nest or habitat of any animal or bird;
- 9.19.7 use, possess or have control of any device for the purpose of killing or capturing any animal, bird or aquatic life; or
- 9.19.8 collect or take any dead wood or timber or burn any timber or dead wood; –  
with the exception that subclauses 9.19.4 and 9.19.7 do not apply to lawful fishing activities or to catching yabbies.
- 9.20 **Games and Sport**
- 9.20.1 Participate in, promote or organise any organised competition or sport, as distinct from organised social play except on any Local Government land to which the Council has determined this subclause applies.
- 9.20.2 Play, practise or participate in any game which involves the use of a ball, missile or other object which by the use thereof may cause or be likely to cause injury or discomfort to any person being on or in the vicinity of that land or detract from or be likely to detract from another person's lawful use and enjoyment of that land.
- 9.20.3 Engage or participate in or conduct any organised group fitness activity or training on Local Government land to which the Council has resolved this subclause applies.
- 9.20.4 Play or practise any game or sport on Local Government land to which the Council has resolved this subclause applies except at the times determined by the Council and indicated on a sign on or in the vicinity of the land (if any).
- 9.20.5 Participate in any game, recreational activity or event where the Council has caused a notice to be erected indicating the game, recreational activity or event is prohibited.
- 9.21 **Golf**  
Except on a properly constructed golf course or practice fairway, play or practice golf.
- 9.22 **Interference with Land**  
Interfere with, alter or damage the land (including a building, structure or fixture located on the land) including:
- 9.22.1 altering the construction or arrangement of the land to permit or facilitate access from an adjacent property;
- 9.22.2 erecting or installing a structure in, on, across, under or over the land;
- 9.22.3 changing or interfering with the construction, arrangement or materials of the land;

- 9.22.4 planting a tree or other vegetation on the land, interfering with the vegetation on the land or removing vegetation from the land; or
- 9.22.5 otherwise use the land in a manner contrary to the purpose for which the land was designed to be used.
- 9.23 **Model Aircraft, Boats and Cars**
- 9.23.1 Fly or operate a model or drone aircraft, boat or model or remote control vehicle in a manner which may cause, or be likely to cause, injury or discomfort to a person being on or in the vicinity of the land, or detract from or be likely to detract from another person's lawful use of and enjoyment of the land.
- 9.23.2 Fly or operate a model or drone aircraft, boat or model or remote control vehicle on any Local Government land to which the Council has resolved this subclause applies.
- 9.24 **Overhanging Articles**  
Suspend or hang an article or object from a building, verandah, pergola, post or other structure on Local Government land where it might present a nuisance or danger to a person using the land, or be unsightly (in the opinion of an authorised person).
- 9.25 **Playing Area**  
Use or occupy a playing area:
- 9.25.1 in such a manner as to damage or be likely to damage the surface of the playing area or infrastructure (above and under ground level);
- 9.25.2 in a manner contrary to the purpose for which the playing area was intended to be used or occupied; or
- 9.25.3 contrary to directions of the Council made by resolution and indicated on a sign displayed on or in the vicinity of the playing area.
- 9.26 **Preaching**  
Preach, harangue or solicit for religious purposes.
- 9.27 **Rubbish Bins**  
Remove, disperse or interfere with any rubbish (including bottles, newspapers, cans, containers or packaging) that has been discarded in a bin on any Local Government land, or placed on Local Government land for collection by the Council (or its agent).
- 9.28 **Shared Transport Devices**  
Subject to the *Road Traffic Act 1961*:
- 9.28.1 operate a share transport device scheme;
- 9.28.2 leave a share transport device on Local Government land other than in accordance with conditions determined by the Council (including as may be set out in a policy from time to time) that are published on the Council's website (if any).
- 9.28.3 For the purposes of this subclause 9.28:
- 9.28.3.1 **share transport device** means a bike, scooter or similar that is available for hire (for fee or otherwise) in the Council's area by members of the public in connection with a share transport device scheme, including through the use of a special purpose smartphone application; and
- 9.28.3.2 **share transport device scheme** means a scheme operated in the Council's area which involves share bikes, scooters (dockless or otherwise) being made available for hire by any person for a fee or otherwise.
- 9.29 **Swimming**  
Subject to the *Harbors and Navigation Act 1993*, swim in, bathe or enter any waters except:
- 9.29.1 in an area which the Council has determined may be used for such purposes; and
- 9.29.2 in accordance with any conditions that the Council has determined by resolution apply to such use (if any) and which are specified on signage on or in the vicinity of the area.
- 9.30 **Trading**
- 9.30.1 Sell, buy, offer or display anything for sale, hire or lease any goods, merchandise, commodity, article or thing.
- 9.30.2 Carry on or cause to be carried on any business.
- 9.30.3 Set up a van or other vehicle, stall, stand, table or other structure, tray, carpet or device for the purpose (as determined by an authorised officer acting reasonably) of buying, selling, offering, displaying for sale or the hiring or leasing of any goods merchandise, commodity, article or thing.
- 9.31 **Vehicles**
- 9.31.1 Drive or propel a vehicle except on an area or road constructed and set aside by the Council for that purpose.
- 9.31.2 Promote, organise or take part in a race, test or trial of any kind in which vehicles take part, except on an area properly constructed for that purpose.
- 9.31.3 Repair, wash, paint, panel beat or carry out other work to a vehicle, except for running repairs in the case of a breakdown.
- 9.32 **Weddings, Functions and Special Events**
- 9.32.1 Hold, conduct or participate in a marriage ceremony, funeral or special event.
- 9.32.2 Erect a marquee, stage or structure for the purpose of holding or conducting a wedding, funeral or special event.
- 9.32.3 Hold or conduct any filming where the filming is for a commercial purpose.
- 9.33 **Wheeled Recreational Devices**  
Subject to the *Road Traffic Act 1961*, ride a wheeled recreational device on Local Government land to which the Council has determined this subclause applies.
10. **Prohibited Activities**  
A person must not do any of the following on Local Government land.
- 10.1 **Ablutionary Facilities**  
In any ablutionary facility (being showers, washing and toilet facilities) on Local Government land:
- 10.1.1 urinate other than in a urinal or pan or defecate other than in a pan set apart for that purpose;
- 10.1.2 deposit anything in a pan, urinal or drain which is likely to cause a blockage or damage to the facility or any drain, pipe or property associated with the facility;
- 10.1.3 use the facility for a purpose for which it was not designed or constructed;
- 10.1.4 deface, or make use of a facility other than for its proper purpose or cause any unsanitary or unclean condition in any ablutionary facility;
- 10.1.5 subject to the *Equal Opportunity Act 1984* enter any ablutionary facility that is set aside for use of the opposite gender except:
- 10.1.5.1 where a child under the age of ten (10) years is accompanied by an adult parent or guardian of that gender;

- 10.1.5.2 to provide assistance to a person with a disability; or  
10.1.5.3 in the case of a genuine emergency.
- Note-**  
To avoid doubt, clause 10.1 does not operate to prohibit a transgender person or, a person who identifies as non-binary or 'gender diverse', from lawfully using an ablutionary facility for the gender with which that person identifies.
- 10.2 **Animals**  
10.2.1 Cause or allow an animal (including a dog) to:  
10.2.1.1 damage a flowerbed, garden plot, tree, lawn or like thing or place; or  
10.2.1.2 swim or bathe in any waters to the inconvenience, annoyance or danger of any other person in the vicinity.  
10.2.2 Lead, herd or exercise an animal in such manner as to cause a nuisance or endanger the safety of a person.
- 10.3 **Annoyances**  
10.3.1 Annoy, or unreasonably interfere with any other person's use of Local Government land by making a noise or by creating a disturbance that has not been authorised by the Council.  
10.3.2 Spit, urinate or defecate other than in toilet provided thereon.
- 10.4 **Climbing**  
Climb on or over any fixture, fitting, plant, object or building thereon other than in a playground or similar area that the Council has set aside for that purpose.
- 10.5 **Equipment**  
Use any item of equipment, facilities or property belonging to the Council other than in the manner and for the purpose for which it was designed, constructed or intended to be used or in such manner as is likely to damage or destroy it.
- 10.6 **Fishing**  
Fish in any waters to which the Council has determined this subclause applies.
- 10.7 **Glass**  
Willfully break any glass, china or other brittle material.
- 10.8 **Interference with Permitted Use**  
Interrupt or unreasonably interfere with any other person's use of Local Government land where the person is using the land in a manner permitted by the Council or in accordance with any permission that has been granted by the Council.
- 10.9 **Nuisance**  
Behave in such an unreasonable manner as to cause discomfort, inconvenience, annoyance or offence to any other person including by using profane, indecent or obscene language.
- 10.10 **Playing Games**  
Play or practise a game:  
10.10.1 which is likely to cause damage to the land or anything on it; or  
10.10.2 in any area where a sign indicates that the game is prohibited.
- 10.11 **Smoking**  
Subject to the *Tobacco and E-Cigarette Products Act 1997*, smoke, hold or otherwise have control over an ignited tobacco product on any land to which the Council has determined this subclause applies.
- 10.12 **Obstruction**  
Obstruct or cause to be obstructed:  
10.12.1 any path or track;  
10.12.2 any door, entrance, stairway or aisle in any building; or  
10.12.3 any gate or entrance thereon.
- 10.13 **Solicitation**  
Tout or solicit customers for the parking of vehicles or for any other purpose whatsoever.
- 10.14 **Waste & Rubbish**  
10.14.1 Deposit or leave thereon anything obnoxious or offensive.  
10.14.2 Deposit any rubbish other than in receptacles provided by the Council for that purpose.  
10.14.3 Deposit in any rubbish bin on Local Government land that is provided by the Council for use by the public (but excluding any residential rubbish bin):  
10.14.3.1 any trash emanated from a domestic, trade or commercial source; or  
10.14.3.2 any rubbish contrary to any information on signs on the bin or in its vicinity.
- PART 4 – ENFORCEMENT**
11. **Directions**  
11.1 A person on Local Government land must comply with a reasonable direction from an authorised person relating to:  
11.1.1 that person's use of that land;  
11.1.2 that person's conduct and behaviour on that land;  
11.1.3 that person's safety on that land; or  
11.1.4 the safety and enjoyment of other persons on that land.  
11.2 A person who, in the opinion of an authorised person, is likely to commit or has committed, a breach of this By-law must immediately comply with a direction of an authorised person to leave that part of Local Government land.
12. **Orders**  
If a person fails to comply with an order of an authorised person made pursuant to section 262 of the Act in respect of a breach of this By-law, the Council may seek to recover its costs of any action taken under section 262(3) of the Act from the person to whom the order was directed.
- Note-**  
Section 262(1) of the Act states:  
*If a person (the offender) engages in conduct that is a contravention of this Act or a By-law under this Act, an authorised person may order the offender-*  
a) *If the conduct is still continuing - to stop the conduct; and*  
b) *whether or not the conduct is still continuing-to take specified action to remedy the contravention.*  
Subsections (2) and (3) of section 262 also provide that it is an offence to fail to comply with an order and that if a person does not comply, the authorised person may take action reasonably required to have the order carried out. For example, an authorised person may order a person to  
• cease smoking on Local Government land;  
• remove an object or structure encroaching on Local Government land;  
• dismantle and remove a structure erected on Local Government land without permission.
13. **Removal of animals and objects**  
An authorised person may remove an animal or object that is on Local Government land in breach of a By-law if the authorised person reasonably believes that no person is in charge of the animal or object.



**PART 5 – MISCELLANEOUS****14. Exemptions**

- 14.1 The restrictions in this By-law do not apply to any Police Officer, emergency worker, Council officer or Council employee acting in the course and within the scope of that person's normal duties, or to a contractor while performing work for the Council and while acting under the supervision or in accordance with a direction of a Council Officer.
- 14.2 The restrictions in subclauses 9.11 of this By-law do not apply to electoral matter authorised by a candidate and which is:
- 14.2.1 related to a Commonwealth or State election and occurs during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day;
- 14.2.2 related to an election under the Act or the *Local Government (Elections) Act 1999* and occurs during the period commencing four weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or
- 14.2.3 related to, and occurs during the course of and for the purpose of a referendum.

**15. Liability of vehicle owners**

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

This By-law was duly made and passed at a meeting of the City of Unley held on 27 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

PETER TSOKAS  
Chief Executive Officer

**CITY OF UNLEY  
MOVEABLE SIGNS BY-LAW 2022  
By-law No. 4 of 2022**

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

**PART 1 – PRELIMINARY**

1. **Title**  
This By-law may be cited as the *Moveable Signs By-law 2022* and is By-law No. 4 of the City of Unley.
2. **Authorising Law**  
This By-law is made under sections 226, 238, 239 and 246 of the Act.
3. **Purpose**  
The objects of this By-law are to set standards for moveable signs on roads:
- 3.1 to protect the comfort and safety of road users and members of the public;
- 3.2 to enhance the amenity of roads and surrounding parts of the Council area;
- 3.3 to prevent nuisances occurring on roads;
- 3.4 to prevent unreasonable interference with the use of a road; and
- 3.5 for the good rule and government of the Council area.
4. **Commencement, Revocation and Expiry**
- 4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation:<sup>1</sup>
- By-law No. 4 – Moveable Signs 2015.*<sup>2</sup>
- 4.2 This By-law will expire on 1 January 2030.<sup>3</sup>
- Note-**
1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted (section 249(5) of the Act).
2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.
3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.
5. **Application**
- 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2022*.
- 5.2 This By-law applies throughout the Council area and is subject to the exemptions set out in clause 12.
6. **Interpretation**  
In this By-law, unless the contrary intention appears:
- 6.1 **Act** means the *Local Government Act 1999*;
- 6.2 **authorised person** means a person appointed as an authorised person pursuant to section 260 of the Act;
- 6.3 **banner** means a slip of cloth, plastic or other material hung up or mounted to a building or other structure by its ends or corners or carried on a pole, fence or other structure;
- 6.4 **business premises** means premises from which a business is being conducted;
- 6.5 **Council** means the City of Unley;
- 6.6 **footpath area** means:
- 6.6.1 that part of a road between the property boundary of the road and the edge of the carriageway on the same side as that boundary; and
- 6.6.2 a footway, lane or other place made or constructed for the use of pedestrians and not for the use of vehicles;
- 6.7 **Local Government land** has the same meaning as in the Act;
- 6.8 **moveable sign** has the same meaning as in the Act;
- 6.9 **road** has the same meaning as in the Act; and
- 6.10 **vehicle** has the same meaning as in the *Road Traffic Act 1961*.
- Note-**  
Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-law was made.

**PART 2 – MOVEABLE SIGNS****7. Construction and Design**

- A moveable sign placed on a road must:
- 7.1 be of a kind known as an 'A' frame or sandwich board sign, an inverted 'T' sign, a flat sign or, with the permission of the Council (including as may be set out in a Council policy of general application from time to time), a sign of some other kind;

- 7.2 be designed, constructed and maintained in good quality and condition, including so as not to present a hazard to any member of the public;
- 7.3 be of strong construction and sufficiently stable or securely fixed so as to keep its position in adverse weather conditions;
- 7.4 have no sharp or jagged edges or corners;
- 7.5 not be unsightly or offensive in appearance or content;
- 7.6 be constructed of timber, metal, plastic or plastic coated cardboard, or a mixture of such materials;
- 7.7 not rotate or contain moving parts or have balloons, flags, streamers or other things attached to it;
- 7.8 not contain flashing lights or be illuminated internally;
- 7.9 not exceed 900mm in height, 600mm in width and 600mm in depth;
- 7.10 in the case of an 'A' frame or sandwich board sign:
- 7.10.1 be hinged or joined at the top; and
- 7.10.2 be of such construction that its sides are securely fixed or locked in position when erected; and
- 7.11 in the case of an inverted 'T' sign, not contain struts or members that run between the display area and the base of the sign.
- 8. Placement**  
A moveable sign must not be placed:
- 8.1 on any part of a road other than the footpath area;
- 8.2 within 1 metre of an entrance to any premises;
- 8.3 on the sealed or paved part of a footpath area unless the sealed or paved part is wide enough to contain the sign and still leave a clear thoroughfare for pedestrians of at least 1.2 metres width;
- 8.4 so as to interfere with the reasonable movement of persons or vehicles using the footpath or road (other than a carriageway) in the vicinity of or adjacent to where the moveable sign is positioned or endanger the safety of members of the public;
- 8.5 less than 600mm from:
- 8.5.1 where the road has a kerb, the kerb;
- 8.5.2 where the road has no kerb but has a shoulder, the shoulder;
- 8.5.3 where the road has neither a kerb nor a shoulder, the edge of the carriageway;
- 8.6 on a landscaped area, other than landscaping that comprises only lawn;
- 8.7 on a designated parking area;
- 8.8 so it is tied, fixed or attached to any other structure, object or thing (including another moveable sign);
- 8.9 displayed during the hours of darkness unless it is in a lit area and is clearly visible;
- 8.10 placed in an area that is not directly in front of the business premises to which it relates or outside the projections of the side boundaries of the business premises to which it relates; or
- 8.11 in such a position or in such circumstances that, in the opinion of an authorised person, it would or would be likely to endanger the safety of any person.
- 9. Appearance**  
A moveable sign displayed on a road must, in the opinion of an authorised person:
- 9.1 be painted or otherwise detailed in a competent and professional manner;
- 9.2 be aesthetically appealing, legible and simply worded to convey a precise message;
- 9.3 be of such design and contain such colours:
- 9.3.1 as are compatible with the architectural design of the premises adjacent to the sign;
- 9.3.2 which relate well to the townscape and overall amenity of the locality in which it is situated;
- 9.3.3 which do not detract from or conflict with traffic, safety or direction signs or signals; and
- 9.4 contain combinations of colours and typographical styles which blend in with and reinforce the heritage qualities of the locality and the buildings where it is situated.
- 10. Banners**  
A person must not erect or display a banner on a building or structure on a road without the Council's permission
- Note-**  
A person must not erect or display a banner on a public road for a business purpose without a permit from the Council issued under section 222 of the Act.
- 11. Restrictions**
- 11.1 The owner or operator of a business must not cause or allow more than one moveable sign for each business premises to be displayed on a road at any time.
- 11.2 A person must not, without the permission of the Council, display or cause to be displayed, a moveable sign on or attached to or adjacent to a vehicle that is parked on Local Government land or a road primarily for the purpose of advertising or offering for sale a product (including the vehicle) or business to which the sign relates.
- 11.3 A person must not cause or allow a moveable sign to be placed on a road unless:
- 11.3.1 it only displays material which advertises a business being conducted on premises adjacent to the moveable sign or the goods and services available from that business; and
- 11.3.2 the business premises to which it relates is open to the public during such times as the sign is displayed.
- 11.4 Notwithstanding compliance with provisions of this by-law and if, in the opinion of the Council, a footpath area is unsafe for a moveable sign to be displayed either permanently or for a period of time, the Council may prohibit or restrict the display of a moveable sign on such conditions as the Council thinks fit.
- 12. Exemptions**
- 12.1 Subclauses 9.2, 9.3, 9.4, 11.1 and 11.3 do not apply to a moveable sign which:
- 12.1.1 advertises a garage sale taking place from residential premises provided that no more than four moveable signs per residential premises are displayed at any one time in relation to a garage sale taking place at that residential premises; or
- 12.1.2 is a directional sign to an event run by a community organisation or charitable body.
- 12.2 Subclause 8.3, 8.10 and 11.1 of this By-law do not apply to a flat sign which only contains newspaper headlines and the name of a newspaper or magazine.
- 12.3 A requirement of this By-law will not apply where the Council has granted permission for a moveable sign (or class of moveable sign) to be displayed contrary to that requirement (which permission may be granted by way of the Council adopting a policy of general application for this purpose).
- Note-**  
This By-law does not apply to moveable signs placed and maintained on a road in accordance with section 226(3) of the Act, which includes any sign:
- placed there pursuant to an authorisation under another Act;
  - designed to direct people to the open inspection of any land or building that is available for purchase or lease;
  - related to a State or Commonwealth election and is displayed during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day; or

- the sign is of a prescribed class.

**PART 3 – ENFORCEMENT****13. Removal of Moveable Signs**

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

**Note-**

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

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

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

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

- 13.3.1 if, in the opinion of an authorised person, and notwithstanding compliance with this By-law, there is any hazard or obstruction or there is likely to be a hazard or obstruction arising out of the location of the moveable sign; or
- 13.3.2 for the purpose of special events, parades, roadworks or in any other circumstances which, in the opinion of the authorised person, require relocation or removal of the moveable sign to protect public safety or to protect or enhance the amenity of a particular locality.

**14. Liability of Vehicle Owners**

- 14.1 For the purposes of this clause 14, **owner** in relation to a vehicle has the same meaning as contained in section 4 of the Act.
- 14.2 The owner and the driver of a vehicle driven, parked or standing in contravention of this By-law are each guilty of an offence and liable to the penalty as prescribed for that offence.

This By-law was duly made and passed at a meeting of the City of Unley held on 27 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

PETER TSOKAS  
Chief Executive Officer

**CITY OF UNLEY  
DOGS BY-LAW 2022  
By-law No. 5 of 2022**

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

**PART 1 – PRELIMINARY****1. Title**

This By-law may be cited as the *Dogs By-law 2022* and is By-law No. 5 of the City of Unley.

**2. Authorising Law**

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

**3. Purpose**

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

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

**4. Commencement, Revocation and Expiry**

4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation:<sup>1</sup>

*By-Law No. 5 – Dogs 2022.*<sup>2</sup>

4.2 This By-law will expire on 1 January 2030.<sup>3</sup>

**Note-**

1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted (section 249(5) of the Act).
2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.
3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.

**5. Application**

- 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2022*.
- 5.2 Subject to subclause 5.3, this By-law applies throughout the Council's area.
- 5.3 Clauses 10.1 and 11.4 of this By-law only apply in such part or parts of the Council area as the Council may, by resolution direct in accordance with section 246(3)(e) of the Act.

**6. Interpretation**

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

- 6.1 **Act** means the *Local Government Act 1999*;
- 6.2 **approved kennel establishment** means a building, structure or premises approved by a relevant authority, pursuant to the *Planning, Development and Infrastructure Act 2016* for the keeping of dogs on a temporary or permanent basis;
- 6.3 **assistance dog** means a dog trained and used for the purpose of assisting a person who is wholly or partially disabled;
- 6.4 **Council** means the City of Unley;
- 6.5 **dog** (except for in clause 7.1) has the same meaning as in the *Dog and Cat Management Act 1995*;
- 6.6 **effective control** means a person exercising effective control of a dog either:
- 6.6.1 by means of a physical restraint (as defined under the *Dog and Cat Management Act 1995*); or
- 6.6.2 by command, the dog being in close proximity to the person and the person being able to see the dog at all times;
- 6.7 **keep** includes the provision of food or shelter;
- 6.8 **Local Government land** means land that is owned by or under the Council's care, control or management;

- 6.9 **organised community or sporting event** means a public event (including an event for which an attendance fee is payable) which the Council has permitted on local government land;
- 6.10 **park** has the same meaning as in the *Dog and Cat Management Act 1995*;
- 6.11 **premises** includes land and part thereof whether used or occupied for domestic or non-domestic purposes; and
- 6.12 For the purposes of clause 10 of the By-law, a dog is under **effective control by means of a leash** if the dog is secured to a leash, chain or cord that does not exceed 2 metres in length and the leash, chain or cord is either:
- 6.12.1 secured to a fixed object; or
- 6.12.2 held by a person capable of controlling the dog and preventing it from being a nuisance or a danger to other persons.

**Note-**

Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-laws was made.

**PART 2 – LIMITS ON DOG NUMBERS****7. Limits on Dog Numbers in Private Premises**

- 7.1 Subject to this clause 7, a person must not, without the Council's permission, keep or cause, suffer or permit to be kept, more than two (2) dogs on any premises.
- 7.2 For the purposes of subclause 7.1, **dog** means a dog that is three (3) months of age or older or, a dog that has lost its juvenile teeth.
- 7.3 Clause 7.1 does not apply to:
- 7.3.1 approved kennel establishments operating in accordance with all required approvals and consents; or
- 7.3.2 any other business involving the keeping of dogs provided that the business is registered in accordance with the *Dog and Cat Management Act 1995* and operating in accordance with all required approvals and consents.
- 7.4 The Council may require that premises which are the subject of an application for permission to keep additional dogs, must be inspected by an authorised person for the purpose of assessing the suitability of the premises for housing dogs.
- 7.5 An application for permission to keep an additional dog must be in the form determined by the Council and be accompanied by information regarding:
- 7.5.1 the type and size of the property on which it is proposed to keep the dogs;
- 7.5.2 the manner in which it is proposed that the dogs will be contained; and
- 7.5.3 any other information that the Council requires to ensure proper consideration of the application.
- 7.6 No dog is to be kept on any premises where, in the opinion of an authorised person, there is no secure or appropriate area where a dog may be effectively confined.

**PART 3 – DOG CONTROLS****8. Responsibility for Dog**

A person must not allow a dog under his or her possession or control to be a nuisance or danger to any other person or to interfere with or hinder an organised community or sporting event.

**9. Dog Exercise Areas**

Subject to clauses 10 and 11 of this By-law, a person may enter a park in the Council's area for the purpose of exercising a dog under his or her effective control.

**Note-**

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

**10. Dog on Leash Areas**

A person must not, without the Council's permission, allow a dog under that person's control, charge or authority (except an assistance dog that is required to remain off-lead in order to fulfil its functions) to be or remain:

- 10.1 on Local Government land or in public place to which the Council has resolved that this subclause applies; or
- 10.2 on any park or reserve during times when an organised community or sporting event (as approved by the Council) is taking place;

unless the dog is under effective control by means of a leash.

**11. Dog Prohibited Areas**

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

- 11.1 within any enclosed area on Local Government land where there is children's play equipment;
- 11.2 within 3 metres of children's play equipment on Local Government land which is not enclosed;
- 11.3 within 3 metres of any exercise equipment installed on Local Government land; or
- 11.4 on any other Local Government land or public place to which the Council has resolved that this subclause applies.

**12. Dog Faeces**

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

**PART 4 – EXEMPTIONS****13. Council May Grant Exemptions**

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

**PART 5 – ENFORCEMENT****14. Orders**

- 14.1 If a person engages in conduct that is in contravention of this By-law, an authorised person may order that person:
- 14.1.1 if the conduct is still continuing – to stop the conduct; and
- 14.1.2 whether or not the conduct is still continuing – to take specified action to remedy the contravention.
- 14.2 A person must comply with an order under this clause.
- 14.3 If a person does not comply with an order, the authorised person may take action reasonably required to have the order carried out, and the Council may seek to recover its costs of any action so taken from the person to whom the order was directed.

- 14.4 However, an authorised person may not use force against a person.
- Note-** For example, an authorised person may order a person to:
- cease keeping more than the permitted number of dogs on that person's premises; or
  - remove a dog from a dog prohibited area.

This By-law was duly made and passed at a meeting of the City of Unley held on 27 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

PETER TSOKAS  
Chief Executive Officer

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## CITY OF WEST TORRENS

### *Adoption of valuations and declaration of rates*

Notice is hereby given that the Council in exercise of the powers contained in Chapters 8, 9 and 10 of the *Local Government Act 1999* and the *Landscape South Australia Act, 2019*:

#### **1. Adoption of Valuations**

At a meeting held on 5 July 2022, adopted for rating purposes, for the year ended 30 June 2023, the capital valuations of the Valuer-General of all property within the Council area, totalling \$23,493,168,460.

#### **2. Declaration of Rates**

At a meeting held on 5 July 2022:

- (i) Declared differential general rates in the dollar based on capital values as follows:
  - (a) 0.197953 cents in the dollar on rateable land use of the permissible differing category (a);
  - (b) 0.576352 cents in the dollar on any rateable land of the permissible differing categories (b) to (i) inclusive.
- (ii) Declared a minimum amount payable by way of general rates on rateable land in its area of \$989.00.
- (iii) Declared a separate rate on rateable land within the Council area of 0.007535 cents in the dollar based on capital values, as a contribution to the Green Adelaide Board.

#### **3. Payment**

Rates may be paid by four equal or approximately equal instalments as follows:

- (i) 1 September 2022 in respect of the first instalment;
- (ii) 1 December 2022 in respect of the second instalment;
- (iii) 1 March 2023 in respect of the third instalment; and
- (iv) 1 June 2023 in respect of the fourth instalment.

Dated: 5 July 2022

TERRY BUSS PSM  
Chief Executive Officer  
City of West Torrens

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## ALEXANDRINA COUNCIL

### *Adoption of Valuations and Declaration of Rates*

Notice is hereby given that the Alexandrina Council at its meeting held on 4 July 2022, for the financial year ending 30 June 2023, in exercise of the powers contained in Chapter 8 and 10 of the *Local Government Act 1999*, resolved as follows:

#### *Adoption of Valuations*

That pursuant to Section 167(2)(a) of the *Local Government Act 1999*, the Council adopts the most recent valuations of capital value made by the Valuer-General for rating purposes for the year ending 30 June 2023. The total valuations for the area aggregate \$10,135,128,380 of which \$9,884,817,862 is the valuation of rateable land.

#### *Declaration of Rates*

That pursuant to sections 153(1)(b) and 156(1)(a) of the Act the Council declares the following differential general rates on rateable land within the Council area, based on the capital value of the land and by reference to land use as categorised within Regulation 14 of the *Local Government (General) Regulations 2013*:

- In respect of rateable land which is categorised by Land Use Category (a) Residential, Category (b) Commercial—Shops, Category (c) Commercial—Office, Category (d) Commercial—Other, Category (e) Industry—Light, Category (f) Industry—Other, Category (g) Vacant Land, Category (h) Other, a differential general rate of 0.3515 cents in the dollar.
- In respect of rateable land which is categorised by Land Use Category 7 (Primary Production), a differential general rate of 0.2917 cents in the dollar.
- Determine that the maximum increase in the general rate to be charged on rateable land in its area that constitutes the principal place of residence of a principal ratepayer shall be 12%, and any amount over 12% be remitted.
- All other rateable land within its area shall be limited to a maximum rate increase of 50% and any amount over 50% will be remitted upon application.

#### *Fixed Charge*

Pursuant to Sections 151 and 152(1)(c) of the *Local Government Act 1999*, a fixed charge of \$415 be imposed on each separate piece of rateable land within the Council area.

*Declaration of Separate Rates—Regional Landscape Levy Valuations*

In exercise of the power contained in Section 69 of *Landscape South Australia Act 2019* and Section 154 of the *Local Government Act 1999*, and in order to reimburse Council, the amount contributed to:

- the Adelaide and Mt Lofty Natural Ranges area, Hills and Fleurieu Landscape Board, being \$203,156 a separate rate of 0.009 cents in the dollar, based on rateable land in the Council's area within the area of the Board, the Capital value of which comprises \$2,477,823,837.
- the SA Murray-Darling Basin area, Hills and Fleurieu Landscape Board, being \$1,261,838 a separate rate of 0.0175 cents in the dollar, based on rateable land in the Council's area within the area of the Board, the Capital value of which comprises \$7,406,049,025.

*Service Charges*

Pursuant to Section 155(2) of the *Local Government Act 1999*, the Council declares the following service charges for all properties serviced by these schemes for the year ended 30 June 2023 as follows:

- (1) Common Effluent Service Charges:
  - (a) Occupied unit—\$610.
  - (b) Vacant unit—\$450.

*Payment of Rates*

That pursuant to Section 181(2) of the *Local Government Act 1999*, Council declares that all rates for the year ending 30 June 2023 are payable by quarterly instalments on the 1<sup>st</sup> day of the month of September 2022, December 2022, March 2023 and June 2023.

Dated: 21 July 2022

N. MORRIS  
Chief Executive Officer

## BARUNGA WEST COUNCIL

*Naming of Public Roads*

NOTICE is hereby given in accordance with Section 219 of the *Local Government Act 1999*, that at the Council meeting of 12 July 2022, Council resolved to re-name the following road;

The road named R Wehrs Road be re-named Robert Wehr Road.

Dated: 12 July 2022

MAREE WAUCHOPE  
Chief Executive Officer

## DISTRICT COUNCIL OF CLEVE

*Change of Meeting Date*

Notice is hereby given that the Ordinary August Council Meeting will now be held on Tuesday 16 August 2022 commencing at 2.30pm in the Council Chambers, Main Street Cleve in lieu of Tuesday 9 August 2022.

Dated: 13 July 2022

D. J. PENFOLD  
Chief Executive Officer

## DISTRICT COUNCIL OF COOBER PEDY

## CONDITIONS OF CONNECTION, SALE AND SUPPLY CONTRACT

*Electricity—July 2022*

These standard terms and conditions are published in accordance with Section 36 of the *South Australian Electricity Act 1996* (the "*Act*"). These standard terms and conditions will come into force in July 2022 and, when in force, the terms will, by law, be binding on you and us. The document does not have to be signed to be binding.

**1. THE PARTIES**

- 1.1 This contract is between:
  - DISTRICT COUNCIL OF COOBER PEDY (ABN 51 908 978 026)
  - Of Lot 773 Hutchison Street, COOBER PEDY SA (referred to in this contract as **we, our, or us**); and
  - You, the customer as defined in the *Act* and to whom this contract applies (referred to in this contract as **you or your**).

**2. SERVICES PROVIDED UNDER THIS CONTRACT**

- 2.1 This contract sets out the terms on which we connect your *supply address* to our electricity distribution network, maintain that connection and sell and supply electricity at that *supply address*.
- 2.2 The services we will provide under this contract are:
  - (a) connection services;
  - (b) maintaining your connection to our distribution network;
  - (c) the sale and supply of electricity;
  - (d) other services set out in our *Fee Schedule*.
- 2.3 In return you are required to pay the amounts due to us. You are also required to perform your other obligations under this contract.

### 3. DEFINITIONS

3.1 Words appearing in bold type like **this** have the following meaning:

<b>Act</b>	Means the <i>Electricity Act 1996</i> (SA).
<b>billing cycle</b>	means the period covered by each bill.
<b>business day</b>	means a day on which banks are open for general banking business in South Australia, other than a Saturday or a Sunday.
<b>connection, sale and supply services</b>	means: <ol style="list-style-type: none"> <li>(a) either or both of the following:             <ol style="list-style-type: none"> <li>(i) connecting your <b>supply address</b> to our distribution network; or</li> <li>(ii) increasing the maximum capacity of any existing connection between your <b>supply address</b> and our distribution network; and</li> </ol> </li> <li>(b) maintaining our network to ensure that electricity will flow through our network to your <b>supply address</b>; and</li> <li>(c) selling electricity to you at your <b>supply address</b>.</li> </ol>
<b>Commission</b>	means the Essential Services Commission of South Australia, established by the <i>Essential Services Commission Act 2002</i> .
<b>Designated Life Support Equipment our licence</b>	Means equipment as defined in the <b>Retail Licence</b> . means the licence issued to us by the <b>Commission</b> under the <b>Act</b> , authorising the operation of our distribution network and the retailing of electricity. A copy of <b>our licence</b> may be viewed on Council's website at <a href="https://www.cooberpedy.sa.gov.au">https://www.cooberpedy.sa.gov.au</a> .
<b>Fees and Charges Schedule</b>	means our schedule of current tariffs and charges applying to you from time to time.
<b>supply address</b>	means the address at which we supply you with electricity.
<b>supply point</b>	<ol style="list-style-type: none"> <li>(a) means a point on a domestic property at which your electrical installation is connected to our distribution network.</li> <li>(b) means each point on a commercial property at which your electrical installation is connected to our distribution network.</li> </ol>
<b>retailer</b>	means the District Council of Coober Pedy that sells you electricity at your <b>supply address</b> .
<b>Retail licence</b>	means the licence issued to the licenced <b>retailer</b> by the <b>Commission</b> under the <b>Act</b> , authorising the retailing of electricity. A copy of the <b>retail licence</b> may be viewed on the <b>Commissions</b> website at <a href="http://www.escosa.sa.gov.au">www.escosa.sa.gov.au</a>

### 4. DOES THIS CONTRACT APPLY TO YOU

4.1 This document applies to you if your **supply address** is connected or becomes connected to our distribution network and, in either case, you have not agreed to different terms and conditions with us.

### 5. WHEN DOES THIS CONTRACT START

5.1 If your **supply address** is already connected to our distribution network, this contract will start on the day this document comes into force. This contract will take over our previous arrangement with you for **connection, sale and supply services**.

5.2 If your **supply address** is not connected to our distribution network, this contract will start on the earlier of:

- (a) the day on which you start using electricity at that **supply address**; and
- (b) the day on which we advise you that we have approved your application under Clause 7.

### 6. WHEN DOES THIS CONTRACT END

6.1 This contract will come to an end on the day:

- (a) we disconnect your **supply address** under Clause 27 and you are no longer entitled to be reconnected; or;
- (b) we issue you with a final account and you have paid that amount.

### 7. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION

7.1 When you apply for **connection, sale and supply services** or any alteration/s or addition/s at your **supply address**, we will require you to satisfy some pre-conditions e.g. 'Application for Connection to Electricity Supply' form to be completed. We will explain any further pre-conditions that may apply to you when you apply for connection.

7.2 Our obligation to give you **connection, sale and supply services** for your **supply address** does not start until you satisfy us that your **supply address** and your connection to our distribution network comply with our requirements.

7.3 Pay any outstanding debt, or make arrangements agreed with Council, for the payment of any outstanding debt, in relation to the connection, sale or supply of electricity to the person by the licensee (other than a debt the subject of a bona fide dispute, or for which repayment arrangement have been made). Once compliant with these requirements, the connection to the electricity supply will be done within 24 hours.

### 8. WILL YOU HAVE TO PUT IN EXTRA EQUIPMENT

8.1 We may require you to install equipment (such as meters, service lines, sealing devices, transformers or switch gear) to enable your **supply address** to be supplied with electricity safely and efficiently.

8.2 We may impose these requirements when you apply to be connected to our distribution network or at any other time, whilst you are connected. For example, the requirements might be designed to:

- (a) prevent or minimise adverse effects on the supply of electricity to other customers;
- (b) balance the load over the phases of your electricity supply;
- (c) help us locate and get to your metering equipment easily;

- (d) ensure that proper protective equipment is installed and used;
- (e) ensure that proper safety standards are observed.

8.3 We may also decide where and how overhead and underground cables are connected to your *supply address*, as well as how many *supply points* will be needed and where they will be situated.

8.4 In deciding whether to impose such requirements, we will take into account the requirements of *our licence*.

## 9. QUALITY & RELIABILITY OF ELECTRICITY SUPPLIED TO YOUR SUPPLY ADDRESS

9.1 We are required by the conditions of *our licence* to supply electricity to you under this contract at specified standards of quality and reliability.

9.2 You should be aware that the quality and reliability of electricity supplied at your *supply address* might be affected by fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of your *supply address*;
- (b) whether your *supply address* is served by underground or overhead mains;
- (a) the weather conditions;
- (b) animals, vegetation, the actions of vandals and other people;
- (c) the existence of emergency or dangerous conditions;
- (d) damage to an electricity network;
- (e) the design and technical limitations of our network;
- (f) normal and operational switching by us; and
- (g) the demand for electricity at any point in time.

9.3 You should understand that unexpected fluctuations or interruptions in the electricity supply might cause damage to your equipment or cause it to malfunction. We recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions occur.

## 10. OUR LIABILITY

10.1 The *Competition and Consumer Act 2010* and other laws imply certain conditions, warranties and rights into contracts that cannot be excluded or limited.

10.2 Unless one of these laws requires it, we give no condition, warranty or undertaking, and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this contract.

10.3 Any liability we have to you under these laws that cannot be excluded but that can be limited is (at our option) limited to:

- (a) providing equivalent goods or services provided under this contract to your *supply address*; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your *supply address*, or acquiring equivalent goods or services.

10.4 We are not otherwise liable to you for any loss you suffer if we have not been negligent or have not acted in bad faith.

## 11. PRICE FOR SERVICES PROVIDED

11.1 Our current tariffs and charges for the connection and supply services and other services are set out in the *Fees and Charges Schedule* that is available at all times at Council office or on Council's website, [www.cooberpedy.sa.gov.au/council-information/finance/fees-and-charges](http://www.cooberpedy.sa.gov.au/council-information/finance/fees-and-charges)

11.2 Our *Fees and Charges Schedule* explains the conditions that need to be satisfied for each particular tariff.

11.3 If, at the time this contract is published, your *supply address* is already connected to our distribution network, the tariff and other charges currently applying to you for connection, sale and other services at the *supply address* will continue to apply, until we inform you in accordance with Clause 12.

11.4 If your *supply address* is not already connected to our distribution network, or you have changed your *supply address* at any time, the tariff and other charges applying to you will be as set out in our *Fees and Charges Schedule*.

11.5 In some cases, you will be able to select a tariff to apply to you. In those cases, if you do not choose a tariff, we will assign one to you.

## 12. VARIATIONS TO THE TARIFFS AND CHARGES

12.1 Tariffs are set by the Minister for Energy and Mining via the RAES scheme (Remote Area Energy Supply) and when they vary and notify us of any changes to tariffs, we will notify you of these changes by giving you at least 20 *business days*' prior notice.

12.3 If the conditions applying to your tariffs and/or charges change so that the previous tariffs and/or charges no longer apply to you, Minister for Energy and Mining or we can decide which tariffs and/or charges will apply.

## 13. SWITCHING TARIFFS

13.1 You must tell us if your circumstances relating to your tariff or charge change. If you think you satisfy all of the conditions applying to another tariff or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

## 14. CHANGES TO THE TARIFF RATES AND CHARGES DURING A BILLING CYCLE

14.1 If a tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.

## 15. CHANGES TO THE TARIFF TYPE DURING A BILLING CYCLE

15.1 If the type of tariff or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old tariff or charge up to and including the date of change; and
- (b) the new tariff or charge from that date to the end of the *billing cycle*.



**16. GST**

- 16.1 The amounts specified in the Fees and Charges from time to time are (or will be) stated to be inclusive of GST. Apart from these amounts there may be other amounts paid by you or by us under this contract that are payments for “taxable supplies” as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.
- 16.2 Any adjustments for GST under this clause will be made in accordance with the requirements of the *Competition and Consumer Act 2010*.

**17. BILLING**

- 17.1 We will send a quarterly bill to you as soon as possible after the end of each *billing cycle (March, June, September and December)*.
- 17.2 The bill will be in a form and contain such information as is required by *our licence*.
- 17.3 We must send a bill:
- (a) to you at the address nominated by you; or
  - (b) to a person authorised in writing by you to act on your behalf at the address specified by you.
- 17.4 If we fail to issue a bill following the end of a *billing cycle*, we will offer you the option of paying for any electricity used during the relevant *billing cycle* under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

**18. CALCULATING THE BILL**

- 18.1 The amounts you owe under this contract at the end of each *billing cycle* will be calculated based on the application of the prices set out in our *Fees and Charges Schedule* to:
- (a) information from reading your meter or from using an approved estimating system; and
  - (b) the amount for any other services supplied under this contract during the *billing cycle*.

**19. ESTIMATING THE ELECTRICITY USAGE**

- 19.1 If your meter is unable to be read for any reason (for example, access to the meter cannot be gained, or the meter breaks down or is faulty), we can estimate how much electricity was supplied to your *supply address* by using other information (such as your previous bills or your electricity usage history).
- 19.2 If your meter is subsequently able to be read, the bill will be adjusted for the difference between our estimate and the actual amount of electricity used, based on the reading of the meter.
- 19.3 If your meter was unable to be read due to your actions, we may impose the charge in the *Fees and Charges Schedule* for arranging for your meter to be read at a subsequent time.

**20. PAYING YOUR BILL**

- 20.1 The amount you must pay, the due date and the method of payment for the services we provide under this contract will be set out in the bill sent to you.
- 20.2 You can pay the bill using any of the payment methods listed on the bill. If a payment you make is dishonoured (eg where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

**21. LATE PAYMENTS**

- 21.1 If you do not pay your account on time, you may be required to pay our reasonable costs of recovering that amount from you. You may also be required to pay interest on the outstanding amounts.

**22. DIFFICULTIES IN PAYING**

- 22.1 If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about various payment options and, where applicable, payment assistance.
- 22.2 We are required to identify situations where you may be experiencing difficulties in paying your bill. In such cases, we will offer you the opportunity to pay your bill under an instalment plan and provide you with information about various payments options and, where applicable, payment assistance.

**23. UNDERCHARGING**

- 23.1 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.
- 23.2 We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

**24. OVERCHARGING**

- 24.1 Where you have been overcharged, we will inform you and follow the required procedures for repaying the money.
- 24.2 Where the amount overcharged is \$100 or less, and you have already paid that amount, the amount will be credited to your next bill. Where the amount overcharged is more than \$100, and you have already paid that amount, we must repay the amount to you or to another person, as directed by you.

**25. REVIEWING YOUR BILL**

- 25.1 If you disagree with the amount you have been charged, you can ask us to review your bill. The review will be undertaken in accordance with the requirements of *our licence*.
- 25.2 If your bill is being reviewed, you are still required to pay the greater of:
- (a) the portion of the bill which you do not dispute; or
  - (b) an amount equal to the average of your bills in the last twelve months.
- 25.3 You must also pay any future bills

**26. SECURITY DEPOSITS**

- 26.1 Where you have paid a security deposit, we must pay you interest on the deposit at a rate and on terms required by *our licence*.
- 26.2 We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:

- (a) if you fail to pay a bill and, as a result, we arrange for the disconnection of your *supply address*; or
- (b) in relation to a final bill (i.e., the bill we issue when you stop buying electricity from us at your *supply address*).

26.3 If you are purchasing electricity for business use, we may request that you increase the amount of your security deposit in accordance with *our licence*.

#### 27. DISCONNECTION OF SUPPLY

27.1 Subject to the requirements of *our licence*, we can arrange for the disconnection of your *supply address* if:

- (a) you do not pay your bill by the last day for payment and, in the case of residential customers, you refuse to agree to an instalment plan or payment option offered by us;
- (b) you fail to comply with the terms of an agreed instalment plan or payment option;
- (c) you use electricity illegally or breach Clause 31;
- (d) in the circumstances set out in Clause 29; or
- (e) we are entitled or required to do so under the conditions of *our licence* or by law (such as in the case of an emergency or for health and safety reasons).

27.2 You may request us to disconnect your *supply address*, provided you have given us prior notice of at least 24 hours. This request must be made in writing, in person at our Administration office or by telephone and before 2:30 pm of a *business day*.

27.3 We must comply with the conditions of *our licence* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

#### 28. RECONNECTION AFTER DISCONNECTION

28.1 We will reconnect a disconnected *supply address* provided all connection charges are paid prior to 2:30 pm on a *business day* or if due to circumstances beyond our reasonable control, as soon as possible on the next *business day*. We may refuse to, if we are allowed to do so under *our licence* (such as where the circumstance leading to the disconnection has not been fixed).

Where a *supply address* has been disconnected for a period of six (6) calendar months or longer from the date of disconnection, we will require an Electrical Certificate of Compliance (ECC), issued by a current South Australian licensed electrical contractor, and verifying that the electrical installation complies with the requirements of the *Act* for that *supply address* before any reconnection will occur.

#### 29. INTERRUPTIONS TO SUPPLY

29.1 We may interrupt or limit the electricity supply to your *supply address* at any time for any of the following purposes:

- (a) inspecting, testing, repairing, adjusting or removing our equipment;
- (b) inspecting, testing, repairing or adjusting your equipment;
- (c) inspecting, testing, repairing or adjusting our electricity distribution network;
- (d) maintaining the safe and efficient operation of our electricity distribution network;
- (e) complying with the directions of the system controller; or
- (f) to deal with an emergency.

29.2 We must give you reasonable notice before interrupting or limiting the electricity supply to your *supply address* unless:

- (a) the interruption is for less than 15 minutes;
- (b) it is an emergency; or
- (c) the occupier of the *supply address* has agreed.

#### 30. WHAT YOU ARE RESPONSIBLE FOR

30.1 You are responsible for:

- (a) maintaining the electrical installation at your *supply address* in a safe condition;
- (b) ensuring that any changes to the electrical installation at your *supply address* are performed by an electrician lawfully permitted to do the work and that you keep an Electrical Certificate of Compliance issued in respect of any of the changes;
- (c) ensuring that the electrical installation at your *supply address* complies at all times with the requirements in the Schedule;
- (d) the protection of our equipment located at your *supply address*;
- (e) ensuring that any structures and vehicles are kept clear of our equipment;
- (f) ensuring an Application for an Alteration form is forwarded to us by you or your electrician when you change your electricity supply requirements by installing additional electrical appliances or equipment of capacity 2.5kW or greater;
- (g) seeking our approval prior to installing any additional appliances or equipment of capacity 5kW or greater, so that we can assess the ability of our network and your connection to the network to meet your additional requirements and advise you if any additional work is required and the associated costs (if any);
- (h) new installations with a maximum demand in excess of 100 kW must incorporate onsite generation for the purposes of network maximum demand control configured for automatic connection to the total site electrical load on remote command from the power station. Final system design must be submitted to and approved by DCCP prior to agreement to provide supply;
- (i) if you have or intend to have electricity generating equipment at the supplied address, this equipment must comply with the DCCP Distributed Generation Policy. In particular, no feed in is permitted and no feed in tariff is offered, unless explicitly authorised by the DCCP. This authorisation will provide limits on the amount of exports and the terms applicable;
- (j) providing sufficient information to us, on request, so that we can calculate the electricity used by any unmetered loads that you have; and
- (k) where information on your unmetered load has been provided to us, advising us whenever there is a change to this unmetered load; and

- (l) ensuring safe and convenient access for our electricity officers to your *supply address* for the purposes expressed in Clause 33, and responding promptly to any request made by us regarding such access.

### 31. WHAT YOU MUST *NOT* DO

31.1 You must *not*:

- (a) allow electricity supplied by us to be used other than at the *supply address* and in accordance with this contract;
- (b) use at the *supply address* electricity supplied for use at another *supply address*;
- (c) sell electricity to any other person except in accordance with a licence issued by the *Commission* or with an exemption granted under the *Act*;
- (d) tamper with, or permit tampering with, the meter or associated equipment; allow electricity supplied to the *supply address* to bypass the meter;
- (e) damage or interfere in any way with our equipment;
- (f) make a connection to our distribution network or increase the capacity of an existing *supply point*;
- (g) allow a person who is not an electrician lawfully permitted to do the work to perform any work on the electrical installation;
- (h) use, or cause to be used, electricity in a manner that:
  - (a) interferes with our distribution network;
  - (b) interferes with the supply or quality of supply, to other customers; or
  - (c) causes damage or interference to any third party;
- (i) give us false information about which tariff and charges should apply to you;
- (j) use electricity supplied under a specific tariff for a purpose other than as contemplated by that tariff;
- (k) install appliances or equipment of capacity 5kW or greater without receiving our approval, to allow us to determine if additional works are required and the associated costs (if any); or
- (l) otherwise use electricity or tamper with your electrical installation in a way contemplated as improper or illegal manner.

### 32. ILLEGAL USE

32.1 If you have breached Clause 31 of this contract, we may, in accordance with *our licence*:

- (a) estimate the amount of electricity so obtained and bill you for that amount; and
- (b) recover that amount from you, as well as costs and interest; and
- (c) disconnect your *supply address* immediately.

### 33. ACCESS TO YOUR SUPPLY ADDRESS

33.1 We may enter and remain in your *supply address* to:

- (a) inspect electrical installations to ensure that it is safe to connect or reconnect electricity supply;
- (b) take action to prevent or minimise an electrical hazard;
- (c) investigate a suspected theft of electricity;
- (d) read or check the accuracy of the electricity meter;
- (e) examine electrical installations to determine load classifications;
- (f) install, repair, replace or remove electricity meters, control apparatus and other electrical installations; or
- (g) disconnect electricity supply for safety or non-payment reasons.

33.2 Only our electricity officers who are appointed in accordance with Part 4 of the *Act* may enter into or remain on your *supply address* for the purposes set out in Clause 33.1

33.3 You do not have to give access to someone who does not, when you ask:

- (a) identify himself or herself as one of our employees or agents; and
- (b) identify himself or herself as our electricity officer appointed in accordance with Part 4 of the *Act* ; and
- (c) produce a proper identity card issued by us.

33.4 We must give you reasonable notice before coming onto your *supply address* unless:

- (a) it is an emergency; or
- (b) an occupier of the *supply address* has agreed.

33.5 Where your *supply address* contains a hazard, you must provide our authorised officers with safe access to your *supply address* including any necessary protective clothing.

### 34. VACATING A SUPPLY ADDRESS

34.1 You must give us as your *retailer* at least 24 hours notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill.

34.2 When we receive the notice, we must arrange for your meter to be read on the date specified in your notice (or as soon as possible after that date if you do not give access to your meter on that date) and for a final bill to be sent to you at the forwarding address stated in your notice.

34.3 If you do not give us the required notice, or if you do not give us access to your meter, you will be responsible for all electricity used at the *supply address* until we become aware that you have vacated your *supply address* and we arrange for your meter to be read.

**35. INFORMATION WE NEED**

- 35.1 You must provide us with all information we reasonably require for the purposes of this contract. All information you provide must be correct. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).
- 35.2 You must notify us, and provide confirmation from a registered medical practitioner or a hospital, if a person ordinarily residing at your *supply address* requires *designated life support equipment*. Once notified, we will:
- register the *supply address* as a life support equipment address;
  - not arrange for the disconnection (including self-disconnection) of that *supply address* while the person continues to reside at that address and requires the use of *designated life support equipment*.
  - provide you with a faults and emergencies telephone number.

**36. WE CAN AMEND THIS CONTRACT**

- 36.1 We can amend our contract with you at any time in accordance with Section 36 of the *Act*, provided the amendments satisfy the requirements of *our licence*. Any amendment will take effect from the date referred to in the Gazette.

**37. NOTICES**

- 37.1 Unless this document or *our licence* says otherwise (for example, where phone calls are allowed), all notices must be sent in writing.
- 37.2 We can send to you notices at your *supply address* or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second *business day* after it was sent.

**38. PRIVACY AND CONFIDENTIALITY**

- 38.1 Subject to Clause 38.2 of this contract we must keep information about you confidential.
- 38.2 We may, however, disclose information about you:
- if required or permitted by law to do so;
  - if we are permitted by *our licence* to do so, such as to a law enforcement agency;
  - where you give us written consent.

**39. QUERIES AND COMPLAINTS**

- 39.1 If you have a query or a complaint relating to the connection or supply of electricity to your *supply address*, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):  
P.O. Box 425, Coober Pedy SA 5723 Email: [dccp@epcouncil.sa.gov.au](mailto:dccp@epcouncil.sa.gov.au)  
Phone: (08) 86724 600 Fax: (08) 8672 5699 during business hours
- 39.2 If you have a query or a complaint relating to the RAES scheme more generally, you may contact the Department for Energy and Mining as follows:  
Remote Area Energy Supply (RAES) Department for Energy and Mining GPO Box 320, Adelaide SA 5001  
(08) 8226 5500 or [DEM.RAES@sa.gov.au](mailto:DEM.RAES@sa.gov.au)
- 39.3 If you are unable to reach a satisfactory solution after contacting us, you may refer the matter to the Energy and Water Ombudsman SA (EWOSA) for assistance. EWOSA is a free, independent service that investigates and resolves disputes between customers and electricity *retailers* when you are unable to solve an issue directly.  
Website: [ewosa.com.au](http://ewosa.com.au)  
Mail: GPO Box 2947, Adelaide SA 5001 Call: 1800 665 565

**40. FORCE MAJEURE**

- 40.1 If but for this clause, either party would breach these conditions of connection and supply contract due to the occurrence of a force majeure event:
- The obligations of the party under this contract, other than an obligation to pay money, are suspended to the extent to which they are affected by the force majeure event for so long as the force majeure event continues; and
  - The affected party must use its best endeavours to give the other prompt notice of that fact including full particulars of the force majeure event, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.
- 40.2 For the purposes of this clause, if the effects of a force majeure event are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.
- 40.3 Either party relying on this clause by claiming a force majeure event must use its best endeavours to remove, overcome or minimize the effects of that force majeure event as quickly as practicable.
- 40.4 Nothing in this clause will require a distributor or a customer to settle an industrial dispute which constitutes a force majeure event in any manner other than the manner preferred by that distributor or a customer.

**41. APPLICABLE LAW**

- 41.1 The laws of South Australia govern this contract.

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**SCHEDULE****Easement**

If you have a maximum demand over 100kVA you must, if we are unable to continue to satisfy that maximum demand without installing a new distribution substation, provide an easement to us over your land for which a new distribution substation can be installed by us to satisfy that maximum demand.

**Power Factor**

Unless we otherwise agree, you must, at times of your monthly maximum demand, keep the power factor of your electrical installation within the relevant range set out in the table below and take all reasonable steps to maintain its power factor within the specified range at all other times.

Supply Voltage in kV	Power Factor Range for Customer Maximum Demand and Voltage					
	Up to 100 kVA		Over 100 kVA – 2 MVA		Over 2MVA	
	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading	Minimum Lagging	Minimum Leading
<6.6	0.80	0.80	0.85	0.80	0.90	0.85
6.6 - < 66	0.80	0.80	0.85	0.85	0.90	0.90
66 and above	As specified under Section S5.3.5 of the National Electricity Code					

**Load Balance**

Unless we agree otherwise, where you are receiving supply at high voltage, the current drawn on each phase must be balanced to within the limits stated in the table below.

**Interference**

You must ensure that any electromagnetic interference caused by your electrical installation or by any appliance connected to that electrical installation, is less than the limits set out in AS/NZS 2344. Should the limits be exceeded you must reduce the level below the limits set out in AS/NZS 2344 within 90 days.

**Disturbing Loads**

You must ensure that voltage disturbances caused by your electrical installation, or any of your appliances, do not result in voltage disturbances to other customers connected to the same point of supply with magnitudes and frequency of the resulting voltage disturbances greater than the limits in:

AS/NZS 61000.1.1:2000	Electromagnetic compatibility (EMC) – General – Application and interpretation of fundamental definitions and terms.
AS/NZS 61000.3.2:2007	Electromagnetic compatibility (EMC) – Part 3.2: Limits – Limits for harmonic current emissions (equipment input current <16 A per phase).
AS/NZS 61000.3.3:2006	Electromagnetic compatibility (EMC) – Limits – Limitation of voltage fluctuations and flicker in public low-voltage supply systems, for equipment with rated current <16 A per phase and not subject to conditional connection.
AS/NZS 61000.3.5:1998	Electromagnetic compatibility (EMC) – Limits – Limitation of voltage fluctuations and flicker in low-voltage power supply systems for equipment with rated current >16 A.
AS/NZS 61000.3.6:2001	Electromagnetic compatibility (EMC) – Limits – Assessment of emission Limits for distorting loads in MV and HV power systems.
AS/NZS 61000.3.7:2001	Electromagnetic compatibility (EMC) – Limits – Assessment of emission limits for fluctuating loads in MV and HV power systems.
AS/NZS 61000.4.7:1999	Electromagnetic compatibility (EMC) – Testing and measurement techniques – General guide on harmonics and inter-harmonics measurements and instrumentation, for power supply systems and equipment connected thereto.

**Harmonic Limits**

You must ensure that the permissible harmonic limits associated with your electrical installation do not exceed the values as stated in the table below.

Voltage Distortion Limits (%) for voltage levels less than 66kV	
Category	Limit (%)
Individual Odd Harmonics	1.33%
Individual Even Harmonics	0.67%
Total Harmonic Distortion	1.67%
Odd Harmonic Voltage Distortion Limits (%) for voltage levels greater than or equal to 66kV	
Harmonic Order (n)	Voltage Limit (%)
3	1.0
5	0.9
7	0.9
9	0.8
11	0.8
13	0.7
15	0.6
17	0.5
19	0.5
21	0.4
23	0.4
25	0.3
27-49	0.2
Total (odd + even)	1.5

<b>Even Harmonic Voltage Distortion Limits (%) for voltages greater than or equal to 66kV</b>	
Harmonic Order	Voltage Limit (%)
2	0.5
4	0.5
6	0.4
8	0.4
10	0.4
12	0.4
14	0.3
16	0.3
18	0.3
20-50	0.2
Total (odd + even)	1.5

<b>Voltage Unbalance Factor (%) for three phase supplies</b>	
Time Period	Voltage Unbalance Factor (%)
Continuous	1.0
5 minutes	1.5
Instantaneous	3.0

## DISTRICT COUNCIL OF COOBER PEDY

## STANDARD CUSTOMER SALE CONTRACT

*Water Retail Service—July 2022*

This contract sets out the terms on which we supply water retail services to you as a customer at your current supply address in accordance with the *Water Industry Act 2012* (the Act).

This contract does not apply to any water retail service or sewerage retail service that is charged as a component of a rate notice issued under the *Local Government Act 1999*.

These standard terms and conditions are published in accordance with Section 36 of the Act. These standard terms and conditions will come into force on the day the notice of the standard terms and conditions is published in the Gazette. When in force, the terms will, by law, be binding on us and you. The document does not have to be signed to be binding.

**1. THE PARTIES**

1.1 This **contract** is between:

District Council of Coober Pedy (ABN: 51 908 978 026) of Lot 773 Hutchison Street Coober Pedy (referred to in this **contract** as “we”, “our”, or “us”); and

You, the **customer** as defined in the **Act** and to whom this **contract** applies (referred to in this **contract** as “you” or “your”).

**2. DEFINITIONS**

2.1 Words appearing in **bold** type like this are defined in Schedule 1 to this **contract**.

**3. SERVICES PROVIDED UNDER THIS CONTRACT**

3.1 This **contract** covers the sale and supply by us of a **water retail service** to your supply address.

3.2 We will provide your **water retail service** in accordance with all **applicable regulatory instruments**.

3.3 This **contract** does not apply to the sale and supply by us of a **water retail service** or sewerage retail service to your supply address that is charged as a component of a rate notice issued under the *Local Government Act 1999*.

**4. DOES THIS DOCUMENT APPLY TO YOU?**

4.1 This document applies to you if:

- (a) your supply address receives, or will receive upon successful connection, our **water retail service** and you have not agreed to different terms and conditions with us;
- (b) you currently receive, or will receive upon successful connection, our **water retail service** with special characteristics relevant to the provision of that **water retail service**; or
- (c) you are required to pay us an **availability charge** under the Regulations but only for the purposes of Clauses 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 28, 31 and 32 of this **contract**.

4.2 Unless otherwise agreed by the parties, this document does not apply where:

- (a) we provide you with a non-standard **water retail service**;
- (b) prior to the commencement of this **contract**, you were a **customer** receiving a **water retail service** from us pursuant to an existing written agreement and you have agreed to the continuation of that agreement until its term ends, at which point this **contract** takes effect; or
- (c) prior to the commencement of this **contract**, you were a **customer** receiving a **water retail service** from us and you were charged for that **water retail service** as a component of a rate notice issued under the *Local Government Act 1999* and you have agreed to the continuation of that arrangement until its ends, at which point this **contract** takes effect.

## 5. CLASSIFICATION OF CUSTOMER CLASS

- 5.1 We may classify you as a **residential customer** or a **non-residential customer** in relation to your supply address after the commencement of this **contract** in accordance with **applicable regulatory instruments**.

## 6. COMMENCEMENT

- 6.1 If you are an existing **customer**, this **contract** will start on the day this document comes into force by publication under the provisions of the **Act**.
- 6.2 If you are an existing **customer** that will continue to receive a **water retail service** from us under an existing written agreement, this **contract** will start on the day following the termination of that existing written agreement.
- 6.3 If you are an existing **customer** receiving a **water retail service** from us and you are charged for that **water retail service** as a component of a rate notice issued under the *Local Government Act 1999*, this **contract** will start on the day following the termination of that statutory charging arrangement.
- 6.4 If you are a new **customer**, this **contract** starts on the date you apply for a connection in writing, satisfying all relevant pre-conditions and providing all required information.
- 6.5 If you are a person who becomes the registered proprietor of a supply address, this **contract** starts upon transfer of ownership of that supply address to you.

## 7. TERMINATION

- 7.1 We may terminate this **contract** with you in accordance with **applicable regulatory instruments** if:
- (a) the supply of the **water retail service** to your supply address has been disconnected in accordance with other provisions of this **contract** and you no longer have a right to be reconnected in accordance with Clause 27;
  - (b) you are no longer the owner of the supply address and we have entered into a new **contract** with the new owner; or
  - (c) circumstances beyond our reasonable control mean that the **water reticulation network** and/or the **dual reticulation recycled water network** necessary to provide the **water retail service** to your supply address are no longer available.
- 7.2 You may terminate this **contract** with us at any point by providing us with 3 **business days'** notice, which may be given by:
- (a) personal contact;
  - (b) telephone;
  - (c) electronic mail; or
  - (d) writing to us.
- 7.3 All rights and obligations accrued before the end of this **contract** continue despite the end of this **contract**, including your obligation to pay any amounts due to us.
- 7.4 Your right to dispute a bill under Clause 17 and recover amounts we may have overcharged you in accordance with Clause 19 continues despite the end of this **contract**.

## 8. WHAT YOU HAVE TO DO TO RECEIVE CONNECTION?

- 8.1 When you apply for a **water retail service** at your supply address, we may require you to satisfy some pre-conditions. We will explain any pre-conditions that may apply to you when you apply to us for a **water retail service**.
- 8.2 Our obligation to sell or supply you with a **water retail service** at your supply address does not start until you satisfy our pre-conditions.

## 9. YOUR GENERAL OBLIGATIONS

- 9.1 Infrastructure:
- (a) You must maintain all infrastructure on your side of the **connection point** which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber (you can contact us on 08 8672 4600 for a list of plumbers available).
  - (b) If installation of internal infrastructure at your supply address is reasonably required in order for us to provide you a **water retail service**, then you must provide that infrastructure in compliance with all **applicable regulatory instruments**.
- 9.2 Illegal use of **water retail services**:
- (a) You must only use the **water retail service** provided by us for lawful purposes and, if you are found to be illegally using our **water retail service**, or otherwise consuming our **water retail service** not in accordance with this **contract** or **applicable regulatory instruments**, we may:
    - (i) estimate the consumption for which you have not paid using an approved estimation method and bill you for that amount;
    - (ii) recover that amount from you, as well any costs associated with estimating the consumption; and
    - (iii) disconnect your supply address immediately.
  - (b) By illegally using our **water retail service**, Clauses 14 and 16 will not apply to you.

## 10. FEES AND CHARGES

- 10.1 Any fees and charges associated with the sale and supply of a **water retail service** to you are set out in the **Price List** published from time to time and available on our website <https://www.cooberpedy.sa.gov.au/council-information/finance/fees-and-charges>.
- 10.2 Changes in fees and charges
- (a) We have the right to change our fees and charges from time to time.
  - (b) Any changes to fees and charges applicable to you will be re-published in the Gazette in accordance with Section 36 of the **Act** and will be set out in the **Price List** published on our website.
- 10.3 GST
- (a) Amounts specified in our **Price List**, subject to amendment from time to time, and other amounts payable under this **contract** may be stated to be exclusive or inclusive of GST. Clause 10.3(b) applies unless an amount is stated to include GST.

- (b) If an amount paid by you under this **contract** is payment for a “taxable supply” as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

#### 11. TARIFF CHANGES

- 11.1 If we vary the type of tariff rate you are charged for your **water retail service**, we will notify you of the new tariff rate on your next bill.
- 11.2 Where this occurs within a billing cycle, we will calculate on a pro-rata basis using:
- (a) the old tariff rate up to and including the effective date for the change; or
  - (b) the new tariff rate from the effective date to the end of the billing cycle.

#### 12. BILLING

- 12.1 We will use our best **endeavours** to issue you a bill at least quarterly.
- 12.2 We may enter into an agreement with you for a different billing cycle with a regular recurrent period that differs to Clause 12.1.
- 12.3 If we charge you for a **water retail service** as a component of a rate notice issued under the *Local Government Act 1999*, the rate notice will separately identify the cost of the **water retail service** and will include the particulars in Clause 12.5.
- 12.4 We will prepare a bill so that you can easily verify that the bill conforms to this **contract** and it will include at least the particulars required by the **Code**, except in circumstances permitted by **ESCOSA**.
- 12.5 Unless otherwise agreed with you, you must pay the amount shown on each bill by the date for payment (the pay-by date). The pay-by date will be no earlier than 12 **business days** from the date we send the bill.
- 12.6 If you have not paid a bill by the pay-by date, we will send you a reminder notice. This will give you a further pay-by date which will not be less than 6 **business days** after we issue the notice.

#### 13. PAYMENT METHODS

- 13.1 The payment methods we offer will be listed on your bill and are subject to change from time to time. At a minimum we will offer you the ability to pay your bills:
- (a) in person;
  - (b) by mail;
  - (c) by direct debit; or
  - (d) by **Centrepay** (for **residential customers**).
- 13.2 If you pay us by cheque, direct debit from an account with an **ADI**, or by credit card and the payment is dishonoured or reversed, which results in us incurring a fee, we may recover the amount of that fee from you.

#### 14. FLEXIBLE PAYMENT ARRANGEMENTS

- 14.1 We offer payment plans in accordance with this Clause if you are a **residential customer** experiencing payment difficulties and you inform us in writing or by telephone that you are experiencing payment difficulties.
- 14.2 **Residential customers** experiencing payment difficulties are offered the following payment options:
- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills;
  - (b) an interest-free and fee-free payment plan or other arrangement under which the **residential customer** is given more time to pay a bill or to pay arrears (including any restriction, disconnection or restoration charges); and
  - (c) redirection of your bill as requested by you.

#### 15. PAYMENT DIFFICULTIES

- 15.1 If you are experiencing payment difficulty, we will provide you with information about:
- (a) Our flexible payment arrangements;
  - (b) Our **residential customer** hardship policy;
  - (c) Government concessions; and
  - (d) Independent financial and other relevant counselling services.

#### 16. HARDSHIP POLICY

- 16.1 We offer a **Hardship Policy** to all of our **residential customers**.
- 16.2 Pursuant to the **Hardship Policy** we will:
- (a) have a process to identify if you are experiencing payment difficulties due to financial hardship;
  - (b) have a process for early response to **customers** identified as experiencing payment difficulties due to hardship;
  - (c) have processes in place to adequately train hardship staff;
  - (d) offer alternative payment options including instalment plans;
  - (e) offer **Centrepay** to **residential customers**;
  - (f) have processes in place to identify appropriate government concession programs and financial counselling services where appropriate, and advise **residential customers**;
  - (g) provide information on the processes or programs available to **customers** to improve their **water** efficiency; and
  - (h) provide information on the circumstances in which the **customer** will cease being eligible for the hardship program.
- 16.3 The **Hardship Policy** (as amended from time to time) and further details are available on our website.

#### 17. BILLING DISPUTES

- 17.1 If you disagree with the amount that you have been charged, you can ask us to review your bill in accordance with our **Enquiries, Complaints and Dispute Resolution Process** under Clause 28.



- 17.2 We will review your bill and inform you of the outcome of that review as soon as reasonably possible and, in any event, within **30 business days**.
- 17.3 If we are reviewing a bill, we may require you to pay:
- (a) the greater of:
    - (i) that portion of the bill under review that we agree is not in dispute; or
    - (ii) an amount equal to the average amount of your bills in the previous 12 months (excluding the bill in dispute); and
  - (b) any future bills that are properly due.
- 17.4 Where, after conducting a review of the bill, we are satisfied that it is:
- (a) correct, we may require you pay the amount of that bill which is still outstanding; or
  - (b) incorrect, we:
    - (i) will correct your bill;
    - (ii) will refund (or set off against the amount in Clause 17.4(b)(iii) any fee paid in advance;
    - (iii) may require you pay the amount of that bill which is still outstanding; and
    - (iv) will advise you of the existence of our **Enquiries, Complaints and Dispute Resolution Process** under Clause 28.
- 17.5 If you advise us that you are not satisfied with our decision, we will inform you that you may lodge a dispute with:
- (a) our external dispute resolution body; or
  - (b) the industry ombudsman scheme (if we are a participant in that scheme).

## 18. UNDERCHARGING

- 18.1 If you have been undercharged, we will inform you and we may recover from you any amount you have been undercharged.
- 18.2 If any amount undercharged is as a result of an act or omission on our part, we will recover only the amounts owed to us in the 12 months prior to us advising you in writing that there has been an error.
- 18.3 We will list the amount to be recovered as a separate item in a special bill or on the next bill, together with an explanation of that amount.
- 18.4 We will not charge you interest on amounts recovered due to an error on our part and we will offer you a period of time to repay the amounts undercharged at least equal to the period of undercharging if less than 12 months, or 12 months in any other case.

## 19. OVERCHARGING

- 19.1 If we overcharge you due to an act or omission on our part, we will use our **best endeavours** to advise you within **10 business days** of us becoming aware of the error.
- 19.2 If we have overcharged you and you have already paid your bill, we will:
- (a) credit the amount to your account and it will be deducted from your next bill; or
  - (b) if you have ceased to purchase a **water retail service** from us, repay that amount to you within **10 business days**.

## 20. DEBT RECOVERY

- 20.1 We will not commence proceedings for the recovery of a debt relating to the sale and supply of a **water retail service** by us if:
- (a) you continue to adhere to the terms of a payment plan or other agreed payment arrangement; or
  - (b) we have failed to comply with the requirements of:
    - (i) our **Hardship Policy** in relation to you; or
    - (ii) this **contract** relating to non-payment of bills, payment plans and assistance to **residential customers** experiencing payment difficulties; or
  - (c) you currently have a flow restriction device installed at the relevant supply address in accordance with Clause 23.

## 21. INTERRUPTIONS

- 21.1 We will use our **best endeavours** to minimise the frequency and duration of interruptions or limitations to supply of your **water retail service**.
- 21.2 We may interrupt the supply of your **water retail service** in the following instances:
- (a) for maintenance;
  - (b) for repair;
  - (c) for augmentations to the **network**;
  - (d) emergencies; or
  - (e) for health and safety reasons.
- 21.3 In the event of an unplanned interruption, we will use our **best endeavours** to restore your **water retail service** as soon as practically possible and within the timeframes specified in the regulatory service standards.
- 21.4 Where a planned interruption is required, we will use our **best endeavours** to provide you with at least **4 business days** notice prior to planned works that will cause an interruption to your **water retail service**. This notice will be in writing where practicable but may be by radio or newspaper.

## 22. QUALITY, SAFETY AND RELIABILITY OF SUPPLY

### 22.1 Quality

- (a) Where your **water retail service** comprises of drinking **water**, we will provide that drinking **water** in accordance with all relevant health, environmental and other applicable regulatory requirements.

- (b) Our obligation under in Clause 22.1(a) is limited to the extent that such quality is adversely affected by your actions or equipment and the terms of this **contract**.
- (c) Where your **water retail service** comprises non-drinking **water** (including recycled **water**) we will provide such a **water retail service** on the basis that such **water** is not intended for human consumption and otherwise may only be used for purposes as advised by us. If such a **water retail service** is provided by us, it will be supplied in accordance with all relevant health, environmental and other applicable regulatory requirements applicable to non-drinking **water**.
- (d) We may need to reclassify your **water retail service** from drinking **water** to non-drinking **water** or vice versa for various reasons in accordance with **applicable regulatory instruments**. We will notify you if this occurs.

#### 22.2 Reliability

- (a) We will use our **best endeavours** to provide you with a **water** flow rate to meet your reasonable needs. Please note that, for some **customers**, the flow rate may not be sufficient for all purposes without provision of additional on-site infrastructure. You assume the responsibility of providing such additional **water** infrastructure, which must be installed by an appropriately licensed plumber.
- (b) We will notify you under Clause 22.3 if, due to the special characteristics of your **water retail service**, we are unable to provide you with such a flow rate.

#### 22.3 Water retail service with special characteristics

- (a) If, prior to the commencement of this **contract**, you were a **customer** that we supplied a **water retail service** to with conditions as set out under a separate agreement, or without a formal agreement in place, this **contract** will now apply to the provision of that **water retail service** and the special characteristics applicable to that **water retail service** will apply.
- (b) We will advise you of the special characteristics of the **water retail service** applicable to you under this **contract**. For existing **customers**, we will advise you on commencement of this **contract**. For new **customers** we will advise you upon assessment of an application by you for a **water retail service** under this **contract**.

### 23. LIFE SUPPORT EQUIPMENT

- 23.1 If you, or someone you reside with, has a medical condition where the continuation of a **water retail service** is critical for the operation of a life support equipment (as defined in the **Code**) you must:
  - (a) notify us, with confirmation from a registered medical practitioner, that a person residing at the **residential customer's** supply address requires that continued use of life support equipment; and
  - (b) inform us if the person for whom the life support requirement is required vacates the supply address or no longer requires the life support equipment.
- 23.2 We may rely on advice from a medical practitioner or hospital that life support equipment is no longer required at the supply address.
- 23.3 Once we are notified under this clause, but subject to Clause 23.1(b), we will:
  - (a) register the supply address as a life support equipment address;
  - (b) not arrange for the disconnection or restriction of the supply to that supply address while the person continues to reside at that address and required the use of a life support equipment; and
  - (c) provide you with:
    - (i) at least 4 **business days'** written notice of any planned interruptions to supply at the supply address;
    - (ii) advice there is likely to be a planned interruption to the supply at the supply address; and
    - (iii) an emergency telephone contact number (which is printed on your bill or available on our website).

### 24. RESTRICTIONS

#### 24.1 Residential Customers

- (a) If you are a **residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** to you if:
  - (i) you have not paid a bill or bills within the required timeframes;
  - (ii) you have not agreed to an offer of a payment plan under Clause 14 or another payment option to pay a bill;
  - (iii) you have not adhered to your obligations to make payments in accordance with the payment plan or another payment option relating to the payment of bills;
  - (iv) you have not complied with the terms of our **Hardship Policy** referred to in Clause 16 resulting in you being removed from that hardship program;
  - (v) you have not allowed entry to a Water Industry Officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
  - (vi) you have used the **water retail service** illegally.
- (b) Before undertaking any arrangements for the restriction of supply of **water retail services** to your supply address for failure to pay a bill, we will:
  - (i) use our **best endeavours** to contact you personally by the methods outlined in the **Code**;
  - (ii) give you information about the terms of our **Hardship Policy** and assess your eligibility for participation in our **Hardship Policy**;
  - (iii) give you information on government-funded concessions, if applicable, and refer you to the organisation responsible for that concession;
  - (iv) give you a reminder notice;
  - (v) after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with Clause 25; and
  - (vi) advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme)

#### 24.2 Non-residential Customers

- (a) If you are a **non-residential customer**, we may, subject to compliance with the **Code**, arrange for the restriction of the supply of your **water retail service** at any of your supply addresses at which a **water retail service** is provided if:
- (i) you have not paid a bill or bills within the required timeframes;
  - (ii) you have not allowed entry to a **water** industry officer appointed under the **Act** for the purposes consistent with carrying out duties in accordance with **applicable regulatory instruments**; or
  - (iii) you have used the **water retail service** illegally.

Before undertaking any arrangements for the restriction of supply of **water retail services** to your supply address for failure to pay a bill, we will:

- (i) use our **best endeavours** to contact you personally by the methods outlined in the **Code**;
- (ii) offer you an extension of time to pay on terms and conditions (which may include the payment of interest approved by **ESCOSA** from time to time);
- (iii) give you a reminder notice;
- (iv) after the expiry of the period referred to in the reminder notice, give you a written restriction warning notice in accordance with Clause 25; and
- (v) advise you of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

#### 24.3 Subject to compliance with the **Code**, we may restrict the supply of a **water retail service** to a supply address immediately if you:

- (a) have refused or failed to accept the offer of a flexible payment plan in accordance with Clause 14 before the expiry of the **5 business days** period in the restriction warning; or
- (b) have accepted the offer of a flexible payment plan in accordance with Clause 14, but have refused or failed to take reasonable actions towards settling the debt before the expiry of the **5 business days** period in the restriction warning.

#### 24.4 The restriction of supply of **water retail services** under Clause 24.1 or 24.2 will be no less than the minimum flow rate prescribed by **ESCOSA** by notice in writing from time to time.

### 25. RESTRICTION WARNING NOTICE

#### 25.1 Prior to commencing action to restrict the supply of a **water retail service** to you, we will issue a restriction warning notice to you that:

- (a) states the date of its issue;
- (b) states the matter giving rise to the potential restriction of your supply address;
- (c) where the notice has been issued for not paying a bill:
  - (i) state the date on which the restriction warning notice ends; and
  - (ii) state that payment of the bill must be made during the restriction warning notice period;
- (d) for matters other than not paying a bill, allow a period of not fewer than **5 business days** after the date of issue for you to rectify the matter before restriction occurs;
- (e) inform you of applicable restoration procedures and any charges for restoration (if applicable);
- (f) include details of our telephone number for complaints and disputes; and
- (g) include details of the existence and operation of our external dispute resolution body or the industry ombudsman scheme (if we are a participant in that scheme).

### 26. DISCONNECTIONS

#### 26.1 We will not disconnect your **water retail service** for non-payment of a bill or bills. However, we may restrict your **water retail service** in accordance with Clause 24.

#### 26.2 We may arrange for the disconnection of your retail service if you have:

- (a) requested that disconnection;
- (b) used the **water retail service** illegally; or
- (c) refused entry to a **water** industry officer appointed under the **Act** for a purpose consistent with carrying out duties in accordance with **applicable regulatory instruments**.

#### 26.3 If you request us to arrange for the preparation and issue of a final bill, or the disconnection of, your supply address, we will use our **best endeavours** to arrange for that final bill (in circumstances where final bills can be issued) or disconnection in accordance with your request.

#### 26.4 We will inform you of any fees or charges that you will remain liable for under the *Local Government Act 1999* notwithstanding a disconnection under this clause.

### 27. RESTORATION OF WATER RETAIL SERVICE

#### 27.1 If we have disconnected or restricted the supply of your **water retail service** to you, we will use our **best endeavours** to arrange for the reconnection or removal of flow restrictions within a time agreed with you, subject to:

- (a) Clause 9.2;
- (b) the reasons for the disconnection or restriction being rectified by you; and
- (c) you have paid the appropriate charge for reconnection or removal of **water** flow restriction (if applicable).

#### 27.2 If you are a **residential customer**, we will not charge a restoration fee where you are experiencing financial hardship and should have been identified as eligible for our **Hardship Policy**, so long as you agree to participate in our hardship program upon restoration.

#### 27.3 We will use our **best endeavours** to reconnect or remove **water** flow restrictions within the timeframes required by the regulatory service standards.

**28. ENQUIRIES, COMPLAINTS AND DISPUTE RESOLUTION**

- 28.1 If you have an enquiry or complaint relating to our **water retail service** or related matter, you can contact us on 08 8672 4600 from 9:00 a.m. to 5:00 p.m. from Monday to Friday.
- 28.2 You may make a complaint to us regarding our services or compliance with this **contract**. We will address your complaint in the manner set out in our procedures for the management and resolution of **customer** enquiries and disputes. For further information regarding this process please refer to our website.
- 28.3 If you are not satisfied with the solution offered or action taken by us in response to your complaint you may have the complaint reviewed by one of our senior managers under our procedures for the management and resolution of **customer** enquiries and disputes.
- 28.4 If you are not satisfied with the outcome of our internal dispute resolution process you may refer the matter to our external resolution body or the **Industry Ombudsman** (if we are a participant in that scheme) for external dispute resolution.

**29. RIGHT TO ENTER**

- 29.1 In the case of an emergency or on agreement with you, we will enter your property to perform planned or unplanned maintenance to our infrastructure located at your supply address, in each case in accordance with Sections 44 and 45 of the **Act**.

**30. FORCE MAJEURE**

- 30.1 If, but for this clause, either party would breach this **contract** due to the occurrence of a **force majeure event**:
- the obligations of the party under this **contract**, other than an obligation to pay money, are suspended to the extent to which they are affected by the **force majeure event** for so long as the **force majeure event** continues; and
  - the affected party must use its **best endeavours** to give the other party prompt notice of that fact including full particulars of the **force majeure event**, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.
- 30.2 For the purposes of this clause, if the effects of a **force majeure event** are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the **force majeure event** or otherwise as soon as practicable.
- 30.3 Either party relying on this clause by claiming a **force majeure event** must use its **best endeavours** to remove, overcome or minimise the effects of that **force majeure event** as quickly as practicable.
- 30.4 Nothing in this clause will require a party to settle an industrial dispute which constitutes a **force majeure event** in any manner other than the manner preferred by that party.

**31. INFORMATION AND PRIVACY**

- 31.1 We will keep your personal information confidential in accordance with applicable laws and our privacy policy.
- 31.2 We will also provide any relevant information to authorities in the event that you are under investigation for illegal use of our services or of any other crime.
- 31.3 By accepting a **water retail service** under this **contract** you are agreeing to the release of billing data to a tenant of your supply address, in accordance with processes approved by **ESCOSA** from time to time.

**32. GENERAL**

- 32.1 Applicable law  
The laws in force in the State of South Australia govern this **contract**.
- 32.2 Referral of Our Obligations  
Some obligations placed on us under this **contract** may be carried out by others engaged by us to perform the obligations on our behalf.
- 32.3 Amending the contract  
This **contract** may only be amended in accordance with the **Code**. We will publish any amendments to this **contract** on our website.
- 32.4 The Code  
If the **Code** grants us a right which may be included in this **contract**, our rights under this **contract** are deemed to include such a right.

**33. SCHEDULE 1—DEFINITIONS**

The following words have the attributed meaning for the purposes of this **contract**.

Act	means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time.
applicable regulatory instruments	means any <b>Act</b> (including without limitation, the <b>Act</b> ) or regulatory instrument made under an <b>Act</b> (including without limitation, the Regulations), or the <b>Code</b> or any other industry code, guideline, or other regulatory instrument issued by <b>ESCOSA</b> which applies to us.
ADI	means an authorised deposit taking institution within the meaning of the <i>Banking Act 1959 (Cth)</i> as defined in Section 4 of the <i>Acts Interpretation Act 1915 (SA)</i> .
availability charge	a charge for the availability of a service (rather than the use of it). The <i>Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982</i> allows us to recover this <b>availability charge</b> from you where our <b>water</b> infrastructure runs adjacent to your property.
best endeavours	means to act in good faith and use all reasonable efforts, skill and resources.
business day	means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia.
Centrepay	a free service for <b>customers</b> whereby bills may be paid as regular deductions from the <b>customer's</b> government welfare payments.
Code	means the Water Retail <b>Code</b> —Minor and Intermediate Retailers published by <b>ESCOSA</b> as amended from time to time.

connection point	means, in respect of a <b>water retail service</b> , the outlet of the <b>meter</b> at your supply address which then connects to the <b>water reticulation network</b> or, in respect of the <b>dual reticulation recycled water service</b> , the outlet of the <b>meter</b> at your supply address which then connects to the <b>dual reticulation recycled water network</b> .
contract	means this <b>contract</b> which has been approved by <b>ESCOSA</b> under Clause 2.1 of the <b>Code</b> .
customer	means a <b>customer</b> as defined under Section 4 of the <b>Act</b> .
designated dual reticulation area	means the area where we provide a <b>dual reticulation recycled water service</b> as published on our website from time to time.
dual reticulation recycled water network	means our system of <b>water</b> mains and service pipes for the provision of recycled <b>water</b> to 2 or more locations in the State.
dual reticulation recycled water service	means, in relation to the <b>designated dual reticulation area</b> only, the service of providing recycled <b>water</b> to your supply address using our <b>dual reticulation recycled water network</b> .
Enquiries, Complaints and Dispute Resolution Process	means our enquiries, complaints and dispute resolution process as published on our website and as may be amended from time to time.
ESCOSA	means the Essential Services Commission of South Australia, a body created under the <i>Essential Services Commission Act 2002 (SA)</i> .
Fees and Charges	means our fees and charges as specified in our <b>Price List</b> .
Price List	means the fees and charges schedule published by us on our website and in the Gazette as may be amended from time to time.
Financial Hardship	means a situation defined by reasonable assessment by us as a <b>customer</b> having desire to pay an account but being absent of the means to pay the account within 3 months of the due date despite all best efforts.
force majeure event	means an event outside the control of us, the occurrence of which could not be reasonably foreseen by us, or if it could be foreseen, could not reasonably have been guarded against.
Hardship Policy	means our financial hardship policy as published on our website and as may be amended from time to time.
Industry Ombudsman	means the industry ombudsman responsible for dealing with disputes under the <b>Act</b> .
meter	means the device and associated equipment owned by us used to measure the use of <b>water</b> or recycled <b>water</b> of a property.
Minister	means the <b>Minister</b> for Water and the River Murray.
network	Means in respect of the <b>water retail service</b> , the <b>water reticulation network</b> or the <b>dual reticulation recycled water network</b> (as the case may be).
non-standard water retail service	means a <b>water retail service</b> we may provide to <b>customers</b> on terms and conditions other than that set out in this <b>contract</b> , but such services do not include a <b>water retail service</b> provided to <b>customers</b> with special characteristics as described in Clause 22.3.
Non-residential customer	means a <b>customer</b> other than a <b>residential customer</b> .
recycled water	means dual reticulation recycled <b>water</b> produced from the treatment and disinfection of sewage and/or stormwater, resulting in a product suitable for irrigation and other purposes not constituting human consumption and supplied to a <b>customer</b> as a <b>dual reticulation recycled water service</b> .
Regulations	means the <i>Water Industry Regulations 2012 (SA)</i> as may be amended from time to time.
regulatory service standards	means the regulatory service standards applicable to the provision by us to you of a retail service as determined and published from time to time by <b>ESCOSA</b> .
residential customer	means a <b>customer</b> which acquires a retail service primarily for their own domestic purposes.
sewage	includes any form of waste that may be appropriately removed or dealt with through the use of a sewerage retail service (but does not include trade waste).
special characteristics	means the particular features or characteristics of the retail service relevant to your supply address as set out in Schedule 2.
supply address	means the property address at which the <b>water retail service</b> is to be provided under this <b>contract</b> .
water	includes desalinated <b>water</b> and <b>water</b> that may include any material or impurities, but does not include recycled <b>water</b> or sewage.
water restrictions	means limitations on <b>water</b> or recycled <b>water</b> use proclaimed by the <b>Minister</b> from time to time.
water retail service	means a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of <b>water</b> ; or any other service, or any service of a class, brought within the ambit of this definition by the Regulations.
water reticulation network	means our system of <b>water</b> mains and service pipes for the provision of <b>water</b> to 2 or more locations in the State.

## COPPER COAST COUNCIL

South Australia

**Liquor Licensing (Dry Areas) Notice 2022**Under section 131(1a) of the *Liquor Licensing Act 1997***1—Short title**

This notice may be cited as the Liquor Licensing (Dry Areas) Notice 2022

**2—Commencement**

This notice comes into operation on 31 December 2022.

**3—Interpretation**

(1) In this notice—

*Principal notice* means the *Liquor Licensing (Dry Areas) Notice 2015* published in the Gazette on 5.1.15, as in force from time to time.

(2) Clause 3 of the principal notice applies to this notice as if it were the principal notice.

**4—Consumption etc. of liquor prohibited in dry areas**

(1) Pursuant to section 131 of the Act, the consumption and possession of liquor in the area described in the Schedule is prohibited in accordance with the provisions of the Schedule.

(2) The prohibition has effect during the periods specified in the Schedule.

(3) The prohibition does not extend to private land in the area described in the Schedule.

(4) Unless the contrary intention appears, the prohibition of the possession of liquor in the area does not extend to—

(a) a person who is genuinely passing through the area if—

(i) the liquor is in the original container in which it was purchased from licensed premises; and

(ii) the container has not been opened; or

(b) a person who has possession of the liquor in the course of carrying on a business or in the course of his or her employment by another person in the course of carrying on a business; or

(c) a person who is permanently or temporarily residing at premises within the area or on the boundary of the area and who enters the area solely for the purpose of passing through it to enter those premises or who enters the area from those premises for the purpose of leaving the area.

## Schedule—Moonta Bay and Port Hughes Area 1

### 1—Extent of prohibition

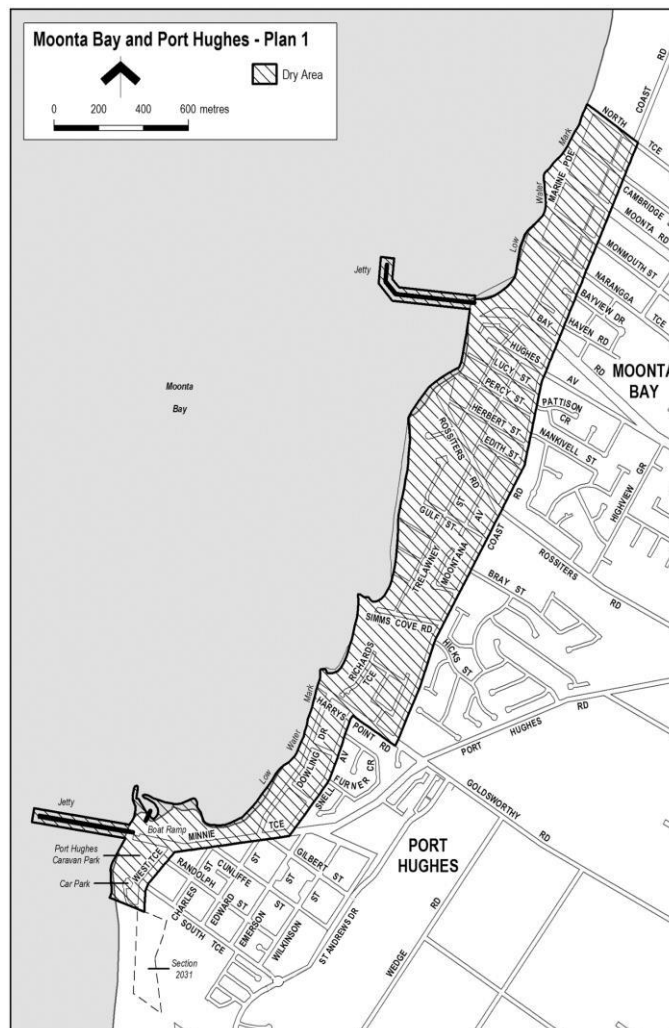
The consumption of liquor is prohibited and the possession of liquor is prohibited.

### 2—Period of prohibition

From 12 noon on 31 December 2022 to 7.00 am on 1 January 2023.

### 3—Description of area

The area in and adjacent to Moonta Bay and Port Hughes bounded as follows: Commencing at the point at which the northern boundary of North Terrace, Moonta Bay intersects the eastern boundary of Coast Road, then generally south-westerly along that eastern boundary of Coast Road and the prolongation in a straight line of that boundary to the point at which the prolongation intersects the southern boundary of Harry’s Point Road, Port Hughes then north-westerly along the southern boundary of Harry’s Point Road to the point at which it meets the eastern boundary of Snell Avenue, Port Hughes then generally south-westerly along that boundary of Snell Avenue and the prolongation in a straight line of that boundary to the point at which it intersects the southern boundary of Minnie Terrace, Port Hughes then generally westerly along that boundary of Minnie Terrace to the eastern boundary of West Terrace, Port Hughes then generally south-westerly and southerly along that boundary of West Terrace and the continuation of West Terrace (past South Terrace) to the northern boundary of Section 2031 Hundred of Wallaroo, then north-westerly along that boundary of Section 2031 and the prolongation in a straight line of that boundary to the low water mark on the eastern side of Spencer Gulf, then generally northerly and north-easterly along the low water mark to the point at which it is intersected by the prolongation in a straight line of the northern boundary of North Terrace, Moonta Bay then south-easterly along that prolongation and boundary of North Terrace to the point of commencement. The area includes any jetty, boat ramp or other structure projecting below low water mark from within the area described above (as well as any area beneath such a structure).



**Schedule—Wallaroo Area 4**

**1—Extent of prohibition**

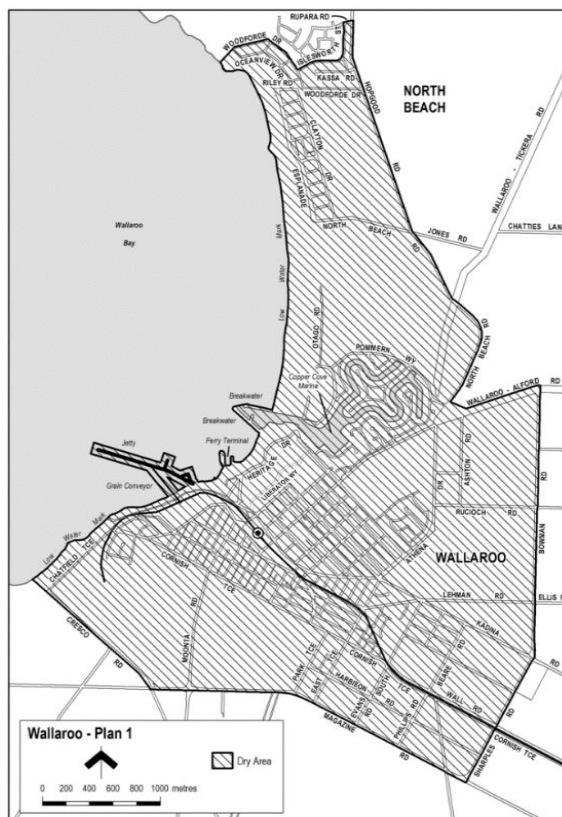
The consumption of liquor is prohibited and the possession of liquor is prohibited.

**2—Period of prohibition**

From 12 noon on 31 December 2022 to 7.00 am on 1 January 2023.

**3—Description of area**

The area in and adjacent to Wallaroo and North Beach bounded as follows: Commencing at the point at which the prolongation in a straight line of the northern boundary of Woodforde Drive, North Beach intersects the low water mark on the eastern side of Spencer Gulf, then north-easterly and south-easterly along that prolongation and boundary of Woodforde Drive to the point at which it meets the northern boundary of Islesworth Street, North Beach then generally easterly and northerly along that boundary of Islesworth Street and the prolongation in a straight line of that boundary to the northern boundary of Rupara Road, North Beach then easterly along that boundary of Rupara Road and the prolongation in a straight line of that boundary to the point at which the prolongation intersects the eastern boundary of Hopgood Road, North Beach then generally south-easterly and south-westerly along the eastern boundary of Hopgood Road and the eastern boundary of North Beach Road to the point at which the eastern boundary of North Beach Road meets the northern boundary of the Wallaroo to Alford Road, then north-easterly along that boundary of the Wallaroo to Alford Road to the point at which it is intersected by the prolongation in a straight line of the eastern boundary of Bowman Road, Wallaroo then southerly and south-westerly along that boundary of Bowman Road, the eastern boundary of Sharples Road, Wallaroo and the prolongation in a straight line of the eastern boundary of Sharples Road to the southern boundary of Magazine Road, Wallaroo then generally north-westerly and westerly along that boundary of Magazine Road to the south-western boundary of Cresco Road, Wallaroo then generally north-westerly along that boundary of Cresco Road and the prolongation in a straight line of that boundary to the point at which the prolongation intersects the low water mark on the eastern side of Spencer Gulf, then generally north-easterly along the low water mark to the commencement of the southern breakwater at the entrance to the Copper Cove Marina, then north-westerly along the outer boundary of the breakwater to its north-western end, then in a straight line by the shortest route (across the entrance to the marina) to the northern boundary at the western end of the northern breakwater at the entrance to the marina, then easterly along the outer boundary of the breakwater back to the low water mark on the shore on the northern side of the marina, then generally northerly and north-westerly along the low water mark to the point of commencement. The area includes the whole of any wharf, jetty, breakwater, boat ramp or other structure projecting below low water mark from within the area described above (as well as any area beneath such structure).



Dated: 21 July 2022

Russell Peate  
Chief Executive Officer



## DISTRICT COUNCIL OF FRANKLIN HARBOUR

*Adoption of Valuation and Declaration of Rates*

NOTICE is hereby given that the District Council of Franklin Harbour at its meeting held on 13 July 2022, resolved for the 2022/2023 financial year:

*Adoption of Capital Valuations*

Pursuant to section 167(2) (a) of the *Local Government Act 1999* adopts for the year ending 30 June 2023 for rating purposes, the valuations of the Valuer General of capital values in relation to the area of the Council totalling \$313,987,660.

*Declaration of Rates*

Pursuant to sections 153(1) (b) and 156 (1) (c) of the *Local Government Act 1999*, the District Council of Franklin Harbour declares the following Differential Rates based on the assessed capital value of all rateable properties within the Council for the financial year ending 30 June 2023, the said differential general rates to vary by reference to the land use and to locality in which the rateable land is situated:-

- Rateable land with land use Residential - 0.22200 cents in the dollar;
- Rateable land with land use Commercial Shop - 0.22200 cents in the dollar
- Rateable land with land use Commercial Other - 0.22200 cents in the dollar
- Rateable land with land use Industry Light - 0.21500 cents in the dollar
- Rateable land with land use Industry Other - 0.21500 cents in the dollar
- Rateable land with the Commercial (Bulk Handling) zone - 1.18000 in the dollar
- Rateable land with land use Primary Production - 0.48100 cents in the dollar
- Rateable land with land use Vacant Land - 0.58000 cents in the dollar
- Rateable land with land use Other - 0.22500 cents in the dollar

*Declaration of a Fixed Charge*

Pursuant to section 152(1)(c) of the *Local Government Act 1999*, the District Council of Franklin Harbour declares a fixed charge of \$419.00 on each separate assessed rateable property for the financial year ending 30 June 2023.

*Declaration of a Separate Rate – Regional Landscape Levy*

Pursuant to section 66 of the *Landscape South Australia Act 2019* and section 154 of the *Local Government Act 1999*, and in order to reimburse Council for amounts contributed to the Eyre Peninsula Regional Landscape Board, declare a separate rate on all rateable properties within the area of the Council and of the Board for the year ending 30 June 2023 based on the purpose of land use, these rates being

- Residential	\$81.25
- Commercial & Industrial	\$121.87
- Primary Producers	\$162.50
- Other & Vacant Land	\$81.25

*Declaration of an Annual Service Charge – Garbage*

Pursuant to section 155 (1)(b) of the *Local Government Act 1999*, the District Council of Franklin Harbour declares an Annual Service Charge of \$278.00 (140L bin) and \$331.00 (240L bin) for all occupied properties in Cowell, Port Gibbon and Lucky Bay for the first service and \$214.00 for each additional service for the year ended 30 June 2023.

*Declaration of an Annual Service Charge – Garbage Recycling*

Pursuant to section 155 (1)(b) of the *Local Government Act 1999*, the District Council of Franklin Harbour declares an Annual Service Charge of \$128.00 for residents of Cowell who use the monthly recyclable collection service for the year ended 30 June 2023.

*Separate Rate – Cowell CWMS fixed charge*

Pursuant to Section 154(1) and (2)(c) of the *Local Government Act 1999*, declares a Separate Rate of \$393.00 for the fixed component of the Community WasteWater Management Scheme, for all properties within the CWMS collection area in Cowell, for the year ending 30 June 2023.

*Declaration of an Annual Service Charge – Cowell CWMS service charge*

Pursuant to Section 155(1)(a) of the *Local Government Act 1999*, declares an Annual Service Charge of \$210.00 for the variable component of the Community WasteWater Management Scheme, for all properties within the CWMS collection area in Cowell, for the year ending 30 June 2023.

*Declaration of an Annual Service Charge – Lucky Bay Water*

Pursuant to section 155(1)(a) of the *Local Government Act 1999*, declares an Annual Service Charge of \$289.00 for the Lucky Bay water supply capital and maintenance costs for the year ended 30 June 2023.

*Separate Rate – Lucky Bay Lease Fee*

Pursuant to section 154(1) and (2)(c) of the *Local Government Act 1999*, and in order to reimburse Council for expenditure on the Lucky Bay Lease, declares a separate rate based on a fixed charge of \$180.00 on all rateable properties, which fall under the lease, within Lucky Bay for the year ending 30 June 2023.

*Declaration of an Annual Service Charge – Port Gibbon Water*

Pursuant to section 155(1) (a) of the *Local Government Act 1999*, declares an Annual Service Charge of \$289.00 for the Port Gibbon water supply capital and maintenance costs for the year ended 30 June 2023.

*Declaration of an Annual Service Charge – Port Gibbon CWMS*

Pursuant to section 155(1) (a) of the *Local Government Act 1999*, declares an Annual Service Charge of \$460.00 for the Port Gibbon CWMS capital and maintenance costs for the year ended 30 June 2023.

*Declaration of an Annual Service Charge – Coolanie Water*

Pursuant to section 155(1) (a) of the *Local Government Act 1999*, declares an Annual Service Charge of \$1000.00 for the Coolanie water supply capital and maintenance costs for the year ended 30 June 2023.

*Declaration of Payment of Rates*

Pursuant to section 181 of the *Local Government Act 1999*, the District Council of Franklin Harbour declares that the rates for the financial year ending 30 June 2023 will fall due in four equal or approximately equal instalments payable on 15 September 2022, 15 December 2022, 15 March 2023 and 15 June 2023.

Dated: 13 July 2022

S. GILL  
Chief Executive Officer

## DISTRICT COUNCIL OF LOWER EYRE PENINSULA

*Adoption of Valuation and Declaration of Rates*

Notice is hereby given that on 15 July 2022, the District Council of Lower Eyre Peninsula, pursuant to Chapter 10 of the *Local Government Act 1999* and for the financial year ending 30 June 2023:

1. Adopted for rating purposes the most recent capital valuations made by the Valuer-General and available to Council that apply to rateable land within its area totalling \$2,710,268,700.
2. Declared differential general rates varying according to the locality of land as follows:
  - 0.2207 cents in the dollar in respect of rateable land within the gazetted townships of Cummins, Coffin Bay, North Shields, Louth Bay, Poonindie, Boston, Tulka & Tiatukia;
  - 0.1839 cents in the dollar in respect of rateable land within the gazetted townships of Edillilie, Yeelanna, Couлта, Mount Hope, Wanilla, Farm Beach, Little Douglas, Mount Dutton Bay and Lake Wangary; and
  - 0.1839 cents in the dollar in respect of all other rateable land outside of those gazetted townships and within the area of the Council.
3. Declared a fixed charge of \$590.00 in respect of all rateable land within the area of the Council.
4. Declared the following separate rates in respect of all rateable land within the area of the Eyre Peninsula Regional Landscape Board and within the area of the Council:
  - \$ 80.45 per Residential Property
  - \$ 120.66 per Commercial – Shop Property
  - \$ 120.66 per Commercial – Office Property
  - \$ 120.66 per Commercial – Other Property
  - \$ 120.66 per Industry – Light Property
  - \$ 120.66 per Industry – Other Property
  - \$ 160.89 per Primary Production Property
  - \$ 80.45 per Vacant Land Property
  - \$ 80.45 per Other Property
5. Imposed the following annual service charges based on the nature of the service in respect of all land to which it provides or makes available Community Wastewater Management Systems within the Council area:
 

Occupied Allotment Charge	\$525.00
Vacant Allotment Charge	\$355.00
Full Pump Reduction Charge	\$355.00
Power Only Pump Reduction Charge	\$500.00
Extra Pump Out Charge – Coffin Bay Township	\$ 72.00
6. Imposed an annual service charge of \$145.50 on all properties within the townships of Cummins, Coffin Bay, North Shields, Louth Bay, Poonindie, Boston, Tulka & Tiatukia which Council will provide the prescribed service of fortnightly kerbside recycling collection.

Dated: 15 July 2022

DELFINA LANZILLI  
Chief Executive Officer

## DISTRICT COUNCIL OF LOXTON WAIKERIE

## ROADS (OPENING AND CLOSING) ACT 1991

*Road Closing—Public Road, Holder*

NOTICE is hereby given, pursuant to Section 10 of the *Roads (Opening and Closing) Act 1991* that the District Council of Loxton Waikerie proposes to make a Road Process Order to close and vest in the Crown the un-made Public Road adjoining Sections 436,417,530,496,388, 497,529,365,427,531 and 97 in the Hundred of Holder more particularly delineated and lettered A on Preliminary Plan 22/0035.

The Preliminary Plan and Statement of Persons Affected is available for public inspection at the offices of the District Council of Loxton Waikerie, 35 Bookpurnong Terrace Loxton and Strangman Road Waikerie, and the Adelaide Office of the Surveyor-General, during normal office hours. The Preliminary Plan can also be viewed at [www.sa.gov.au/roadsactproposals](http://www.sa.gov.au/roadsactproposals).

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons. The application for easement or objection must be made in writing to the District Council of Loxton Waikerie, PO Box 409 Loxton SA 5333, or [council@lwdc.sa.gov.au](mailto:council@lwdc.sa.gov.au) WITHIN 28 DAYS OF THIS NOTICE, and a copy must be forwarded to the Surveyor-General at GPO Box 1354, Adelaide 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Dated: 21 July 2022

DAVID BEATON  
Chief Executive Officer

## KANGAROO ISLAND COUNCIL

*Adoption of Valuations and Declaration of Rates 2022-23*

NOTICE is hereby given that at its meeting held on 12 July 2022 and in relation to the 2022-23 financial year, the Council in exercise of the powers contained in Chapter 10 of the *Local Government Act 1999*:

1. Adopted for rating purposes the Valuer-General's valuations of capital values applicable to land within the Council area totalling \$2,180,022,220.
2. Declared differential general rates based upon the use of the land as follows:
  - 2.1. Residential: 0.002780 cents in the dollar;
  - 2.2. Commercial-Shop: 0.002947 cents in the dollar;
  - 2.3. Commercial-Office: 0.002947 cents in the dollar;
  - 2.4. Commercial-Other: 0.002947 cents in the dollar;
  - 2.5. Industry-Light: 0.002947 cents in the dollar;
  - 2.6. Industry-Other: 0.002947 cents in the dollar;
  - 2.7. Primary Production: 0.002780 cents in the dollar;
  - 2.8. Vacant Land: 0.005560 cents in the dollar;
  - 2.9. Other: 0.002947 cents in the dollar; and
3. Imposed a fixed charge of \$340.00 in respect of each separate piece of rateable land in the Council area.
4. Declared a separate rate of a fixed amount of \$81.40 per assessment on all rateable land in the Council area to recover the amount of \$415,889.00 payable to the Regional Landscape Board.
5. Imposed annual service charges as follows:
  - 5.1. in respect of land serviced by the Council's waste management (collection and recycling service), \$275.00 for treatment & disposal and \$124.00 for collection;
  - 5.2. in respect of land serviced by the Community Wastewater Management System \$667.00 for vacant land and \$667.00 for occupied land within the following townships and settlements schemes: Kingscote and Brownlow, Parndana, Parndana East, American River and Penneshaw.
6. Determined that rates will be payable in four quarterly instalments, with instalments due on 8 September 2022, 8 December 2022, 8 March 2023 & 8 June 2023.

Dated: 12 July 2022

GREG GEORGOPOULOS  
Chief Executive Officer

## MOUNT BARKER DISTRICT COUNCIL

*Adoption of Valuations and Declaration of Rates*

NOTICE is hereby given that at its meeting held on 4 July 2022, the Council declared as follows for the year ending 30 June 2023:

*Adoption of Valuation*

That the most recent valuation of the Valuer-General available to the Council of the Capital Value of land within the Council's area totalling \$10,402,035,400.

*Declaration of Differential General Rates*

Differential rates be declared for the financial year ending 30 June 2023 on the assessed capital value of all rateable land and according to the use of the land and its locality within the area of the Council as follows:

- (1) All residential land within the Productive Rural Landscape Zone and Rural Zone: 0.3295 cents in the dollar
- (2) All other land within the Council area according to its land use as follows:
  - Residential (Category (a)): 0.366111 cents in the dollar;
  - Commercial (Categories (b), (c) and (d)): 0.366111 cents in the dollar;
  - Industry (Categories (e) and (f)): 0.366111 cents in the dollar;
  - Vacant Land (Category (h)): 0.366111 cents in the dollar;
  - Other (Category (i)): 0.366111 cents in the dollar;
  - Primary Production (Category (g)): 0.307533 cents in the dollar.

*Minimum Rate*

A minimum amount payable by way of general rates of \$822 be fixed in respect of rateable land in the Council's area.

*Declaration of Service Charges**Community Wastewater Management Systems*

An annual service charge of \$589 per unit based on the level of usage for the financial year ending 30 June 2023 for any common effluent drainage scheme authorised by the Minister.

*Wastewater Sewer Systems*

An annual service charge of \$719 based upon the nature of the prescribed service of a sewerage scheme per property/ connection for the financial year ending 30 June 2023.

Council provides a rebate of \$117 per property/connection for Brukung assessments connected to the Sewer System to provide relief against what would otherwise amount to a substantial increase in the service charge.

*Waste Management Charge*

An annual service charge based on the nature of the service for the financial year ending 30 June 2023 for the collection of kerbside waste and recycling in respect of all land:

- (1) Within any area designated as ‘township’ of \$222;
- (2) Outside any area designated as ‘township’ but within the prescribed collection area of \$186.
- (3) For Council owned properties where a refuse service is provided a service charge of \$186 (one weekly MGB Kerbside waste collection of two bins for each service charge)

*Meadows Non-Potable Water Charge*

An annual service charge of \$429 for the Meadows non-potable water service based on the nature of the service for the financial year ending 30 June 2023.

*Recycled Water Charge*

An annual service charge of \$63 for Meadows recycled water service based on the nature of the service for the financial year ending 30 June 2023.

*Declaration of Separate Rates*

*Hahndorf Separate Rate*

A differential separate rate of 0.147731 cents in the dollar on all rateable land within the area defined within the Township of Hahndorf on Land uses—Category (b) (Commercial—Shop), Category (c) (Commercial—Office), Category (d) (Commercial—Other), Category (e) (Industry—Light), Category (f) (Industry—Other) and Category (h) (Vacant Land), with any land with a value that results in a separate rate liability in excess of \$2,500 being capped at a maximum amount payable of \$2,500 under Section 158 (1) (b) of the *Local Government Act 1999*.

*Mount Barker Regional Town Centre Separate Rate*

A differential separate rate of 0.043203 cents in the dollar on all rateable land within a portion of area defined in the township of Mount Barker, previously known as the Mount Barker Regional Town Centre Zone, with the Land Uses—Category (b) (Commercial—Shop), Category (c) (Commercial—Office), Category (d) (Commercial—Other), Category (e) (Industry—Light), Category (f) (Industry—Other) and Category (h) (Vacant Land).

*Developer Contribution Separate Rate*

A separate rate on each of the development sites listed below:

- Hawthorn Road—CT 5888/156 Allotment 98 DP 60057
- Matthew Road—CT 6121/666 Piece 301 DP 84858
- Princes Highway—CT 6121/666 Piece 302 DP 84858
- Old Princes Highway—CT 6212/947 Piece 306 DP118941
- Old Princes Highway—CT 6212/947 Piece 307 DP118941

of an amount comprising a fixed charge for the purpose of securing the construction of infrastructure works located directly adjacent or within or near to the development site being works of particular benefit to the land and to the occupiers of the land that is the subject of the proposed development and to visitors to that part of the Council area.

*Transport Infrastructure MDPA Area*

A separate rate of a proportionate amount of \$70,737 per hectare on rateable land within the defined MDPA Area which separate rate is the primary mechanism to raise funds to meet the costs of the activity of the required transport infrastructure to support and service the MDPA Area for the benefit of the land the subject of the separate rate and also to the occupiers of the land within the MDPA Area.

These separate rates are subject to the Infrastructure Contributions—Separate Rate Relief Policy.

*Wastewater (Sewer) Infrastructure Mount Barker  
MDPA Area*

A separate rate of a fixed charge of \$9,811 per new allotment on all rateable land within the defined MDPA Area (excepting land parcels in Nairne being Lot 2 DP 83527 CT 6064/932; Lot 4 FP 157339 CT 5385/949 and Lot 3 FP 157338 CT 5520/779 and that portion contained within the MDPA Lot 1 DP 83527 CT 6077/952) the purpose of which is to fund the activity of essential infrastructure works to meet Wastewater needs and being of particular benefit to the land and to the occupiers of the land to which the separate rate applies.

These separate rates are subject to the Infrastructure Contributions—Separate Rate Relief Policy.

*Wastewater (CWMS) Infrastructure Nairne MDPA Area*

A separate rate of a fixed charge of \$6,763 per new allotment on all rateable land within the defined Nairne MDPA Area namely land parcels in Nairne being Lot 2 DP 83527 CT 6064/932, Lot 4 FP 157339 CT 5385/949 and Lot 3 FP 157338 CT 5520/779 and that portion contained within the MDPA Lot 1 DP83527 CT 6077/952 the purpose of which is to fund the activity of essential infrastructure works to meet Wastewater needs and being of particular benefit to the land and to the occupiers of the land to which the separate rate applies.

These separate rates are subject to the Infrastructure Contributions—Separate Rate Relief Policy.

*Recreation, Sport and Community Infrastructure  
Mount Barker MDPA Area*

A separate rate of a fixed charge of \$1,867 per new allotment on all rateable land within the defined MDPA Area (excepting land parcels in Nairne being Lot 2 DP 83527 CT 6064/932, Lot 4 FP 157339 CT 5385/949 and Lot 3 FP 157338 CT: 5520/779 and that portion contained within the MDPA Lot 1 DP 83527 CT 6077/952) the purpose of which is to contribute to the activity of recreation, sport and community infrastructure that will be of direct benefit to land within the MDPA Area and to occupiers of that land.

These separate rates are subject to the Infrastructure Contributions—Separate Rate Relief Policy.

*Recreation, Sport and Community Infrastructure  
Nairne MDPA Area*

A separate rate of a fixed charge of \$1,576 per new allotment on all rateable land within the defined Nairne MDPA Area namely land parcels in Nairne being LOT: 2 DP: 83527 CT: 6064/932, Lot 4 FP 157339 CT 5385/949 and Lot 3 FP 157338 CT 5520/779 and that portion contained within the MDPA Lot 1 DP 83527 CT 6077/952 the purpose of which is to contribute to the activity of recreation, sport and community infrastructure that will be of direct benefit to land within the MDPA Area and to occupiers of that land.

These separate rates are subject to the Infrastructure Contributions—Separate Rate Relief Policy.

*Western Sector Community Open Space Land Acquisition*

A separate rate of fixed charges the purpose of which is to provide security to recover the total cost to Council of the purchase of Lot 503, Bollen Road, Mount Barker for the purposes of community open space, that will be of direct benefit to the specified land within the Western Sector of the MDPA Area and to occupiers of that land.

CT6236/354 Pce 101&102 DP123403 .....	\$281,099
CT6249/748 Lot 1080 DP125377 .....	\$508,336
CT6250/893 Lot 1075 DP125783 .....	\$268,677

These separate rates are subject to the Infrastructure Contributions—Separate Rate Relief Policy.

*Bluestone Indirect Infrastructure*

A separate rate of fixed charges the purpose of which is to provide the required security for remaining Bluestone commitments for indirect infrastructure obligations to Council being works of particular benefit to the land and to the occupiers of the land that is the subject of the proposed development and to visitors to that part of the Council area.

CT6268/59 Pce 5106-5112 DP129351 .....	\$152,250
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These separate rates are subject to the Infrastructure Contributions—Separate Rate Relief Policy.

*MDPA Wastewater Commitment*

A separate rate of fixed charges the purpose of which is as a replacement mechanism for the existing Wastewater (Sewer) Infrastructure MDPA Mount Barker Area Separate Rate where the developer has executed a Wastewater Commitment Deed with Council and requested the use of this mechanism to provide security commensurate with the amount specified in their Wastewater Commitment Deed.

CT6250/893 Henderson Grove Lot 1075 DP125783 .....	\$247,194
CT6249/749 Newenham Parade Pce 1081-1082 DP125377 .....	\$877,140
CT6269/369 Angas Parkway Lot 1004 DP129341 .....	\$1,275,840
CT6249/748 Newenham Parade Lot 1080 DP125377.....	\$932,958
CT6268/508 Heysen Blvd Pce7030 -7031 DP128975..	\$653,868
CT5974/333 239 Wellington Road Lot 31 DP17656 .....	\$414,648
CT6267/76 Cotterdale Avenue Pce 951-954 DP129291 .....	\$470,466
CT6266/489 Paech Road Lot 509 DP129160.....	\$435,880
CT6236/354 Rainbird Drive Pce 101 & 102 DP123403. ....	\$629,946
CT6256/442 Paech Road Pce 6011-6013 DP127386 .....	\$3,548,430
CT6269/441 Fidler Lane Lot 1057, DP129161 .....	\$669,816
CT6260/425 Wellington Road Lot 7259, DP128166 .....	\$1,756,614
CT6223/774 19 Hawthorn Road Lot 692 DP120995 .....	\$557,736
CT6247/862 Flaxley Rd Lot 2003 DP125523 .....	\$23,922
CT6231/683 Martin Rd Lot 1000 DP122249 .....	\$1,738,520
CT6268/456 269 Flaxley Rd Lot 1019, DP129384 .....	\$745,080
CT6165/943 52 Beneva Road Lot 6, DP49619 .....	\$1,116,360
CT6271/406 Ridge Street Lot 2000 DP129886.....	\$861,845
CT5902/342 47 Fulford Terrace Lot 102 DP62247.....	\$1,089,000

*Wastewater Infrastructure Augmentation Separate Rate*

A Separate Rate of fixed charge the purpose of which is to provide the mechanism for Council to apply this to affected land parcels and secure a commensurate contribution from the developer (when development is undertaken) to the cost of upsizing of the capacity of wastewater infrastructure.

CT5626/645 Lot 3 DP15515.....	\$221,782
CT6262/216 & CT6262/217 Lot 101 & 102 DP125249..	\$255,370
CT6037/784 Lot 411 DP73444 .....	\$42,929
CT5520/779 Lot 3 FP157338.....	\$873,179
CT5385/949 Lot 4 FP157339.....	\$657,337

This separate rate is subject to the Infrastructure Contributions—Separate Rate Relief Policy

*Littlehampton Development Sites Infrastructure Contributions*

These separate rates are subject to the Infrastructure Contributions—Separate Rate Relief Policy

*Littlehampton Direct Infrastructure*

A Separate Rate of a fixed charge of \$429,159 on allotment 97 FP 157332 CT 5826/809, the separate rate will ensure that the beneficiaries of development, as a result of the rezoning of land initiated by Council in 2006, contribute to the necessary additional specific and critical infrastructure, and existing ratepayers will be protected from excessive increases in general rates to fund such additional infrastructure.

*Littlehampton In-direct Infrastructure*

A Separate Rate of fixed charges the purpose of which is to ensure the beneficiaries of development as a result of the rezoning of land initiated by Council in 2006, contribute to the necessary additional specific and critical infrastructure, and existing ratepayers will be protected from excessive increases in general rates to fund such additional infrastructure.

CT5902/341 Lot 101 DP62247 .....	\$144,375
CT5902/342 Lot 102 DP62247 .....	\$144,375

These separate rates are subject to the Infrastructure Contributions—Separate Rate Relief Policy

*Regional Landscape levy*

A separate rate of 0.008559 cents in the dollar be declared on the value of rateable land in the council's area of the former Adelaide and Mount Lofty Ranges NRM area which is within the Hills and Fleurieu landscape management region.

A separate rate of 0.016997 cents in the dollar be declared on the value of rateable land in the council's area of the former SA Murray-Darling Basin NRM area which is within the Hills and Fleurieu landscape management region.

Dated: 4 July 2022

A. STUART  
Chief Executive Officer

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**WAKEFIELD REGIONAL COUNCIL**  
**PERMITS AND PENALTIES BY-LAW 2022**  
**By-law No. 1 of 2022**

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

**PART 1 – PRELIMINARY**

1. **Title**  
This By-law may be cited as the *Permits and Penalties By-law 2022* and is By-law No. 1 of the Wakefield Regional Council.
  2. **Authorising Law**  
This By-law is made under section 246 of the Act.
  3. **Purpose**  
The objectives of this By-law are to provide for the good rule and government of the Council area, and for the convenience, comfort and safety of its inhabitants by:
    - 3.1 creating a permit system for Council By-laws;
    - 3.2 providing for the enforcement of breaches of Council By-laws and fixing penalties; and
    - 3.3 clarifying the construction of Council By-laws.
  4. **Commencement, Revocation and Expiry**
    - 4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation<sup>1</sup>:  
*By-Law No.1 – Permits and Penalties 2017*.<sup>2</sup>
    - 4.2 This By-law will expire on 1 January 2030.<sup>3</sup>
- Note-**
1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted pursuant to section 249(5) of the Act.
  2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.
  3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.
5. **Application**  
This By-law applies throughout the Council's area.
  6. **Interpretation**  
In this By-law, unless the contrary intention appears:
    - 6.1 **Act** means the *Local Government Act 1999*;
    - 6.2 **Council** means Wakefield Regional Council; and
    - 6.3 **person** includes a natural person or a body corporate.
- Note-**
- Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Act.
7. **Construction of By-laws Generally**
    - 7.1 Every By-law of the Council is subject to any Act of Parliament and Regulations made thereunder.
    - 7.2 In any By-law of the Council and unless the contrary intention appears, **permission** means permission granted of the Council (or its delegate) and includes permission granted by the Council in writing (including by way of the Council adopting a policy of general application for this purpose) prior to the act, event or activity to which it relates.

**PART 2 – PERMITS AND PENALTIES**

8. **Permits**
    - 8.1 Where a By-law requires that permission be obtained, any person seeking the grant of permission must submit a written application to the Council in the form (if any) and accompanied by the fee (if any) prescribed by the Council.
    - 8.2 The Council (or such other person as the Council may authorise) may attach such conditions as it thinks fit to a grant of permission and may vary or revoke such conditions or impose new conditions by notice in writing to the person granted permission.
    - 8.3 A person granted permission must comply with every such condition. Failure to do so is an offence (to the extent that it gives rise to a contravention of a By-law).
    - 8.4 The Council (or such other person authorised by the Council) may suspend or revoke a grant of permission under a By-law at any time by notice in writing to the person granted permission.
  9. **Offences and Penalties**
    - 9.1 A person who commits a breach of any By-law of the Council is guilty of an offence and may be liable to pay:
      - 9.1.1 the maximum penalty, being the maximum penalty referred to in the Act that may be fixed by a By-law for any breach of a By-law; or
      - 9.1.2 subject to any resolution of the Council to the contrary, the expiation fee fixed by the Act for alleged offences against By-laws, being a fee equivalent to 25 per cent of the maximum penalty fixed for any breach of a By-law.
    - 9.2 A person who commits a breach of a By-law of the Council of a continuing nature is guilty of an offence and, in addition to any other penalty that may be imposed, is liable to a further penalty for every day on which the offence continues, such penalty being the maximum amount referred to in the Act that may be fixed by a By-law for a breach of a By-law of a continuing nature.
- Note-**
- The maximum penalty for a breach of a By-law is currently \$1,250 - see section 246(3)(g) of the Act.  
 Pursuant to section 246(5) of the Act expiation fees may be fixed for alleged offences against by-laws either by a by-law or by resolution of the Council. However, an expiation fee fixed by the Council cannot exceed 25 per cent of the maximum penalty for the offence to which it relates.

This By-law was duly made and passed at a meeting of the Wakefield Regional Council held on 29 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

ANDREW MACDONALD  
Chief Executive Officer

**WAKEFIELD REGIONAL COUNCIL  
LOCAL GOVERNMENT LAND BY-LAW 2022  
By-law No. 2 of 2022**

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

**PART 1 – PRELIMINARY**

1. **Title**  
This By-law may be cited as the *Local Government Land By-law 2022* and is By-law No. 2 of the Wakefield Regional Council.
  2. **Authorising Law**  
This By-law is made under sections 238 and 246 of the Act and section 18A of the *Harbors and Navigation Act 1993*.
  3. **Purpose**  
The objectives of this By-law are to regulate the access to and use of Local Government land (other than roads), and certain public places:
    - 3.1 to prevent and mitigate nuisances;
    - 3.2 to prevent damage to Local Government land;
    - 3.3 to protect the convenience, comfort and safety of members of the public;
    - 3.4 to enhance the amenity of the Council's area; and
    - 3.5 for the good rule and government of the Council's area.
  4. **Commencement, Revocation and Expiry**
    - 4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation<sup>1</sup>:
      - 4.1.1 *By-law No. 2 – Local Government Land 2017*.<sup>2</sup>
    - 4.2 This By-law will expire on 1 January 2030.<sup>3</sup>
- Note-**
1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted: section 249(5) of the Act.
  2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.
  3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.
5. **Application**
    - 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2022*.
    - 5.2 Subject to subclauses 5.3 and 5.4, this By-law applies throughout the Council's area including, to avoid doubt, to the foreshore within the Harbor of Port Wakefield.
    - 5.3 Subclauses 9.2, 9.6.2, 9.9.1, 9.10.2, 9.25.1, 9.25.3, 9.25.5, 9.27.2, 9.37, 10.3 and 10.8 of this By-law only apply in such part or parts of the Council area as the Council may, by resolution direct in accordance with section 246(3)(e) of the Act.
    - 5.4 Subclauses 9.9.2-9.9.4, 9.14.2.2 and 9.33 of this By-law apply throughout the Council area except in such parts of the Council area as the Council may by resolution direct in accordance with section 246(3)(e) of the Act.
  6. **Interpretation**  
In this By-law, unless the contrary intention appears:
    - 6.1 **Act** means the *Local Government Act 1999*;
    - 6.2 **animal** includes birds and insects but does not include a dog unless otherwise stated;
    - 6.3 **aquatic life** means any animal or plant living or growing in water including, but not limited to, yabbies, molluscs, fish, insects, insect pupa or larvae and water plants;
    - 6.4 **authorised person** is a person appointed by the Council as an authorised person under section 260 of the Act;
    - 6.5 **boat** includes a raft, pontoon, houseboat, personal watercraft or other similar device;
    - 6.6 **boat ramp** means a facility constructed, maintained and operated for the launching and retrieval of a boat;
    - 6.7 **camp** includes setting up a camp, or causing a tent, swag and/or similar bedding, a caravan or motor home to remain on the land for the purpose of staying overnight or to carry out camping activities, whether or not any person is in attendance or sleeps on the land;
    - 6.8 **coastal waters** means ocean waters extending offshore from the low water mark but excluding any waters overlying land between the low water mark and the high water mark;
    - 6.9 **Council** means Wakefield Regional Council;
    - 6.10 **effective control** means a person exercising effective control of an animal either:
      - 6.10.1 by means of a physical restraint; or
      - 6.10.2 by command, the animal being in close proximity to the person and the person being able to see the animal at all times;
    - 6.11 **electoral matter** has the same meaning as in the *Electoral Act 1985* provided that such electoral matter is not capable of causing physical damage or injury to any person within its immediate vicinity;
    - 6.12 **emergency vehicle** has the same meaning as in the Australian Road Rules and the *Road Traffic (Road Rules – Ancillary and Miscellaneous Provisions) Regulations 2014*;
    - 6.13 **emergency worker** has the same meaning as in the Road Traffic (*Road Rules – Ancillary and Miscellaneous Provisions) Regulations 2014*;
    - 6.14 **foreshore** means land extending:
      - 6.14.1 from the low water mark on the seashore to the nearest road or section boundary; or
      - 6.14.2 to a distance of 50 metres from the high-water mark; (whichever is the lesser distance) and to avoid doubt includes the foreshore within the Harbor of Port Wakefield;
    - 6.15 **funeral ceremony** means a ceremony only (i.e. a memorial service) and does not include a burial;
    - 6.16 **Harbor of Port Wakefield** has the same meaning as in Schedule 3 of the *Harbors and Navigation Regulations 2009*;
    - 6.17 **high-water mark** means the point on land that is the highest astronomical tide;
    - 6.18 **liquor** has the same meaning as in the *Liquor Licensing Act 1997*;
    - 6.19 **Local Government land** means all land owned by the Council or under the Council's care, control and management (except roads);
    - 6.20 **low water mark** means the point of the lowest astronomical tide on the foreshore;
    - 6.21 **offensive** includes threatening, abusive, insulting or annoying behaviour and offend has a complementary meaning;
    - 6.22 **personal watercraft** has the same meaning as in the *Harbors and Navigation Act 1993*, which is a device that –
      - 6.22.1 is propelled by a motor;
      - 6.22.2 has a fully enclosed hull;
      - 6.22.3 is designed not to retain water if capsized; and



- 6.22.4 is designed to be operated by a person who sits astride, stands, or kneels on the device, and includes the device commonly referred to as a jet ski;
- 6.23 **tobacco product** has the same meaning as in the *Tobacco and E-Cigarette Products Act 1997*;
- 6.24 **road** has the same meaning as in the Act;
- 6.25 **vehicle** has the same meaning as in the *Road Traffic Act 1961*;
- 6.26 **waters** includes a body of water, including a pond, lake, river, creek or wetlands under the care, control and management of the Council but does not include coastal waters; and
- 6.27 **wheeled recreational device** has the same meaning as in the *Road Traffic Act 1961*.

**Note-**

Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in a By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-law was made.

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

The Council may:

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

**8. Closed Lands**

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

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

The Council may:

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

**PART 3 – USE OF LOCAL GOVERNMENT LAND****9. Activities Requiring Permission****Note-**

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

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

**9.1 Advertising**

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

**9.2 Alcohol**

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

**9.3 Amplification**

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

**9.4 Animals**

On Local Government land other than the foreshore:

- 9.4.1 cause or allow an animal to stray onto, move over, graze or be left unattended;
- 9.4.2 cause or allow an animal to enter, swim, bathe or remain in any waters thereon or adjacent to; or
- 9.4.3 lead, herd, drive or exercise an animal, except where the Council has set aside a track or other area for use by or in connection with an animal of that kind, and provided that the animal or animals are under effective control.

On the foreshore:

- 9.4.4 cause or allow a sheep, cow, goat or horse to enter, swim, bathe or remain in any waters thereon or adjacent to; or
- 9.4.5 lead, herd or exercise a sheep, cow, goat or horse.

**9.5 Annoyance**

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

- 9.5.1 using that land; or
- 9.5.2 occupying nearby premises;
- by making a noise or creating a disturbance.

**9.6 Aquatic Life**

9.6.1 Introduce any aquatic life to any waters located on Local Government land.

9.6.2 Take, interfere with or disturb any aquatic life in any waters to which the Council has determined this clause applies.

**9.7 Attachments**

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

**9.8 Bees**

Place a hive of bees, or allow it to remain thereon.

**9.9 Boats and Mooring**

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

- 9.9.1 launch or retrieve a boat from or to the foreshore or any Local Government land to which the Council has resolved this subclause applies;
- 9.9.2 launch or retrieve a boat from or to any Local Government land other than from a boat ramp constructed for that purpose except in any area to which the Council has resolved this subclause applies;
- 9.9.3 propel, float or operate, or cause to be used, propelled, floated or operated, a boat in any waters except:
- 9.9.3.1 in an area to which the Council has resolved this subclause applies; and
- 9.9.3.2 in accordance with any condition that the Council may have determined by resolution apply to that use;
- 9.9.4 hire out a boat or otherwise use a boat for commercial purposes on Local Government land or on the foreshore except in an area to which the Council has resolved this subclause applies and other than in accordance with any conditions determined by resolution of the Council; or

- 9.9.5 moor a boat on any waters or to a pontoon attached to Local Government land, except in an area to which the Council has resolved this subclause applies.
- 9.10 **Boat Ramps**
- 9.10.1 Allow any vehicle or boat to remain stationary on any boat ramp longer than is necessary to launch or retrieve a boat.
- 9.10.2 Launch or retrieve a boat from or on to any boat ramp to which the Council has determined this subclause applies other than in accordance with the conditions determined by the Council, including any conditions specified on a sign displayed on or in the vicinity of the boat ramp.
- 9.11 **Bridge/Jetty Jumping**  
Jump or dive from a bridge or jetty on Local Government land.
- 9.12 **Buildings**  
Use a building, or structure on Local Government land for a purpose other than its intended purpose.
- 9.13 **Burials and Memorials**
- 9.13.1 Bury, inter or spread the ashes of any human or animal remains, including the remains of a dog.
- 9.13.2 Erect any memorial.
- 9.14 **Camping and Tents**
- 9.14.1 Subject to this subclause 9.14, erect a tent or other structure of calico, canvas, plastic or similar material as a place of habitation.
- 9.14.2 Camp or stay overnight on Local Government land except:
- 9.14.2.1 in a caravan park on Local Government land, the proprietor of which has been given permission by the Council to operate the caravan park on that land; or
- 9.14.2.2 in an area to which the Council has resolved this subclause applies (if any) and in accordance with such time limits and other conditions determined by resolution of the Council (if any).
- 9.15 **Canvassing**  
Subject to subclause 14.2, convey any advertising, religious or other message to any bystander, passer-by or other.
- 9.16 **Defacing Property**  
Deface, remove, paint, spray, write upon, cut names, letters or make marks on any tree, rock, gate, fence, object, monument, building, sign, bridge or property of the Council.
- 9.17 **Distribution**  
Subject to subclause 14.2 and the *Local Nuisance and Litter Control Act 2016*, place on a vehicle (without the consent of the owner of the vehicle), or give out or distribute any book, leaflet or other printed matter to any bystander, passer-by or other person.
- 9.18 **Donations**  
Ask for or receive or indicate that he or she desires a donation of money or any other thing.
- 9.19 **Entertainment and Busking**
- 9.19.1 Sing, busk or play a recording or use a musical instrument for the apparent purpose of either entertaining others or receiving money.
- 9.19.2 Conduct or hold a concert, festival, show, public gathering, circus, meeting, performance or any other similar activity.
- 9.20 **Equipment**
- 9.20.1 Use an item of equipment, facilities or property belonging to the Council if that person is of or over the age indicated by a sign or notice as the age limit for using such equipment, facility or property.
- 9.20.2 Use an item of equipment, facilities or property belonging to the Council other than in accordance with any conditions of use contained on a sign or notice in the vicinity of the equipment, facility or property (if any).
- 9.21 **Fires**  
Subject to the *Fire and Emergency Services Act 2005* light a fire except:
- 9.21.1 in a place provided by the Council for that purpose; or
- 9.21.2 in a portable barbeque, as long as the barbeque is used in an area that is clear of flammable material for a distance of at least four (4) metres.
- 9.22 **Fireworks**  
Ignite, explode or use any fireworks.
- 9.23 **Flora and Fauna**  
Subject to the *Native Vegetation Act 1991* and the *National Parks and Wildlife Act 1972*:
- 9.23.1 plant, damage, pick, cut, disturb, interfere with or remove any plant, tree or flower thereon;
- 9.23.2 cause or allow an animal to stand or walk on any flower bed or garden plot;
- 9.23.3 deposit, dig, damage, disturb, interfere with or remove any soil, stone, wood, clay, gravel, pebbles, timber, bark or any part of the land;
- 9.23.4 take, interfere with, tease, harm or disturb any animal, bird or aquatic life or the eggs or young of any animal, bird or aquatic life;
- 9.23.5 pick, collect, take, interfere with or disturb any fruit, nuts, berries or native seeds;
- 9.23.6 disturb, interfere with or damage any burrow, nest or habitat of any animal or bird;
- 9.23.7 use, possess or have control of any device for the purpose of killing or capturing any animal, bird or aquatic life; or
- 9.23.8 collect or take any dead wood or timber or burn any timber or dead wood; –  
with the exception that subclauses 9.23.4 and 9.23.7 do not apply to lawful fishing activities.
- 9.24 **Foreshore**  
On the foreshore:
- 9.24.1 drive or propel a vehicle onto or from the foreshore other than by a ramp or thoroughfare constructed or set aside by the Council for that purpose; or
- 9.24.2 drive or propel a vehicle on the foreshore except on an area that is constructed or set aside by the Council for that purpose as indicated by signage.
- 9.25 **Games and Sport**
- 9.25.1 Participate in, promote or organise any organised competition or sports distinct from organised social play on Local Government land to which the Council has resolved this subclause applies.
- 9.25.2 Play or practise any game which involves kicking, hitting or throwing a ball or other object on Local Government land which may cause or be likely to cause injury or discomfort to a person being on or in the vicinity of that land or detract from or be likely to detract from another person's lawful use and enjoyment of that land.
- 9.25.3 Engage or participate in or conduct any organised group fitness activity or training on Local Government land to which the Council has resolved this subclause applies.

- 9.25.4 Play or practise the game of golf on Local Government land to other than on a properly constructed golf course or practice fairway.
- 9.25.5 Play or practice any game or sport on Local Government land to which the Council has resolved this subclause applies except at the times determined by the Council (if any) and indicated on a sign on or in the vicinity of the land.
- 9.26 **Interference with Land**  
Interfere with, alter or damage the land (including a building, structure or fixture located on the land) including:
- 9.26.1 altering the construction or arrangement of the land to permit or facilitate access from an adjacent property;
- 9.26.2 erecting or installing a structure in, on, across, under or over the land;
- 9.26.3 changing or interfering with the construction, arrangement or materials of the land;
- 9.26.4 planting a tree or other vegetation on the land, interfering with the vegetation on the land or removing vegetation from the land; or
- 9.26.5 otherwise use the land in a manner contrary to the purpose for which the land was designed to be used.
- 9.27 **Model Aircraft, Boats and Cars**  
Subject to the *Civil Aviation Safety Regulations 1998*:
- 9.27.1 Fly or operate a model or drone aircraft, boat or model or remote-control vehicle in a manner which may cause or be likely to cause injury or discomfort to a person being on or in the vicinity of the land or detract from or be likely to detract from another person's lawful use of and enjoyment of the land; or
- 9.27.2 fly or operate a model or drone aircraft, boat or model or remote-control vehicle on any Local Government land to which the Council has resolved this subclause applies.
- 9.28 **Overhanging Articles**  
Suspend or hang an article or object from a building, verandah, pergola, post or other structure where it might present a nuisance or danger to a person using the land or cause an unsightly condition in the opinion of an authorised person.
- 9.29 **Playing Area**  
Use or occupy a playing area:
- 9.29.1 in such a manner as to damage or be likely to damage the surface of the playing area or infrastructure (above and under ground level);
- 9.29.2 in a manner contrary to the purpose for which the playing area was intended to be used or occupied; or
- 9.29.3 contrary to directions of the Council made by resolution and indicated on a sign displayed adjacent to the playing area.
- 9.30 **Pontoons**  
Install or maintain a pontoon or, jetty or similar structure in any waters.
- 9.31 **Preaching**  
Preach, harangue or solicit for religious purposes.
- 9.32 **Rubbish Dumps and Rubbish Bins**
- 9.32.1 Interfere with, remove or take away any rubbish that has been discarded at any rubbish dump on Local Government land.
- 9.32.2 Remove, disperse or interfere with any rubbish (including bottles, newspapers, cans, containers or packaging) that has been discarded in a bin on any Local Government land, or placed on Local Government land for collection by the Council (or its agent).
- 9.33 **Swimming**  
Subject to the provisions of the *Harbours and Navigation Act 1993* enter, swim in or bathe in or on any waters except:
- 9.33.1 in an area to which the Council has resolved this subclause applies; and
- 9.33.2 in accordance with any conditions that the Council may have determined by resolution apply to such use.
- 9.34 **Trading**
- 9.34.1 Sell, buy, offer or display anything for sale or hire or lease any goods, merchandise, commodity, article or thing.
- 9.34.2 Set up a van or other vehicle, stall, stand, table or other structure, tray, carpet or device for the apparent purpose of buying, selling, offering, displaying or exposing for sale or the hiring or leasing of any goods, merchandise, commodity, article, service or thing.
- 9.35 **Vehicles**
- 9.35.1 Drive or propel a vehicle except on an area constructed and set aside by the Council for that purpose including as may be indicated by signs in or on the area.
- 9.35.2 Promote, organise or take part in a race, test or trial of any kind in which vehicles take part, except on an area properly constructed for that purpose.
- 9.35.3 Repair, wash, paint, panel beat or carry out any other work to a vehicle, except for running repairs in the case of a breakdown.
- 9.36 **Weddings, Functions and Special Events**
- 9.36.1 Hold, conduct or participate in a marriage ceremony, funeral ceremony or special event.
- 9.36.2 Erect a marquee, stage or structure for the purpose of holding or conducting a wedding, funeral ceremony or special event.
- 9.36.3 Hold or conduct any filming where the filming is for a commercial purpose.
- 9.37 **Wheeled Recreational Devices**  
Subject to the *Road Traffic Act 1961*, ride a wheeled recreational device on Local Government land to which the Council has determined this subclause applies.
10. **Prohibited Activities**  
A person must not do any of the following on Local Government land.
- 10.1 **Animals**
- 10.1.1 Cause or allow any animal to enter, swim, bathe or remain in any waters to the inconvenience, annoyance or danger of any other person bathing or swimming.
- 10.1.2 Cause or allow an animal to damage a flowerbed, garden plot, tree, lawn or like thing or place.
- 10.1.3 Lead, herd or exercise a horse in such manner as to cause a nuisance or endanger the safety of a person.
- 10.2 **Equipment**  
Use any item of equipment, facilities or property belonging to the Council other than in the manner and for the purpose for which it was designed, constructed or intended to be used or in such manner as is likely to damage or destroy it.
- 10.3 **Fishing**  
Fish in any waters to which the Council has determined this subclause applies.

- 10.4 **Glass**  
Willfully break any glass, china or other brittle material.
- 10.5 **Interference with Permitted Use**  
Interrupt or unreasonably interfere with any other person's use of Local Government land where the person is using the land in a manner permitted by the Council or in accordance with any permission that has been granted by the Council.
- 10.6 **Nuisance**  
Behave in such an unreasonable manner as to cause discomfort, inconvenience, annoyance or offence to any other person including by using profane, indecent or obscene language.
- 10.7 **Playing Games**  
10.7.1 Play or practise a game which is likely to cause damage to the land or anything on it; or  
10.7.2 in any area where a sign indicates that the game is prohibited.
- 10.8 **Smoking**  
Subject to the *Tobacco and E-Cigarette Products Act 1997*, smoke, hold or otherwise have control over an ignited tobacco product on any land to which the Council has determined this subclause applies.
- 10.9 **Obstruction**  
Obstruct:  
10.9.1 any path or track;  
10.9.2 any door, entrance, stairway or aisle in any building; or  
10.9.3 any gate or entrance to or on Local Government land.
- 10.10 **Solicitation**  
Tout or solicit customers for the parking of vehicles or for any other purpose whatsoever.
- 10.11 **Throwing Objects**  
Throw, roll, project or discharge a stone, substance or other missile, excluding sport and recreational equipment designed to be used in that way.
- 10.12 **Toilets**  
In any public convenience on Local Government land:  
10.12.1 urinate other than in a urinal or pan or defecate other than in a pan set apart for that purpose;  
10.12.2 deposit anything in a pan, urinal or drain which is likely to cause a blockage;  
10.12.3 use it for a purpose for which it was not designed or constructed; or  
10.12.4 subject to the *Equal Opportunity Act 1984*, enter a toilet that is set aside for use of the opposite gender except:  
10.12.4.1 where a child under the age of ten years is accompanied by a parent or adult guardian of that gender;  
10.12.4.2 to provide assistance to a person with a disability; or  
10.12.4.3 in the case of a genuine emergency.

**Note-**

To avoid doubt, clause 10.1 does not operate to prohibit a transgender person or, a person who identifies as non-binary or 'gender diverse', from lawfully using an ablutionary facility for the gender with which that person identifies.

- 10.13 **Waste**  
10.13.1 Deposit or leave thereon anything obnoxious or offensive.  
10.13.2 Deposit any rubbish other than in receptacles provided by the Council for that purpose.  
10.13.3 Deposit in any rubbish bin:  
10.13.3.1 any trash or rubbish emanating from a domestic, trade or commercial source; or  
10.13.3.2 any rubbish contrary to any information on signs on the bin or in its vicinity.

**PART 4 – ENFORCEMENT****11. Directions**

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

**12. Orders**

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

**Note-**

Section 262(1) of the Act states: *If a person (the offender) engages in conduct that is a contravention of this Act or a By-law under this Act, an authorised person may order the offender-*

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

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

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

**13. Removal of Animals and Objects**

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

**PART 5 – MISCELLANEOUS****14. Exemptions**

- 14.1 The restrictions in this By-law do not apply to any Police Officer, emergency worker, Council officer or Council employee acting in the course and within the scope of that person's normal duties, or to a contractor while performing work for the Council and while acting under the supervision or in accordance with a direction of a Council officer.
- 14.2 The restrictions in subclauses 9.15 and 9.17 of this By-law do not apply to electoral matter authorised by a candidate and which is:  
14.2.1 related to a Commonwealth or State election and occurs during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day;  
14.2.2 related to an election under the Act or the Local Government (Elections) Act 1999 and occurs during the period commencing four weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or

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

This By-law was duly made and passed at a meeting of the Wakefield Regional Council held on 29 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

ANDREW MACDONALD  
Chief Executive Officer

**WAKEFIELD REGIONAL COUNCIL  
ROADS BY-LAW 2022  
By-law No. 3 of 2022**

*A By-Law for the management, control and regulation of certain activities on roads in the Council's area.*

**PART 1 – PRELIMINARY**

1. **Title**  
This By-law may be cited as the *Roads By-law 2022* and is By-law No. 3 of the Wakefield Regional Council.
2. **Authorising Law**  
This By-law is made under sections 239 and 246 of the Act and regulation 28 of the *Local Government (General) Regulations 2013*.
3. **Purpose**  
The objectives of this By-law are to manage, control and regulate the use of roads in the Council's area:  
3.1 to protect the convenience, comfort and safety of road users and members of the public;  
3.2 to prevent damage to buildings and structures on roads;  
3.3 to prevent certain nuisances occurring on roads; and  
3.4 for the good rule and government of the Council's area.
4. **Commencement, Revocation and Expiry**  
4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation<sup>1</sup>:  
*By-law No. 3 – Roads 2017*.<sup>2</sup>  
4.2 This By-law will expire on 1 January 2030.<sup>3</sup>
- Note-
1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted pursuant to section 249(5) of the Act.  
2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.  
3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.
5. **Application**  
5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2022*.  
5.2 Subject to subclauses 5.3 and 5.4, this By-law applies throughout the Council's area.  
5.3 Subclause 7.3.1 of this By-law only applies in such parts of the Council area as the Council may by resolution determine in accordance with section 246(3)(e) of the Act.  
5.4 Subclause 7.4.2 of this By-law applies throughout the Council's area except in such part or parts of the Council area as the Council may by resolution direct in accordance with section 246(3)(e) of the Act.
6. **Interpretation**  
In this By-law, unless the contrary intention appears:  
6.1 **Act** means the *Local Government Act 1999*;  
6.2 **animal** includes birds, insects and poultry but does not include a dog;  
6.3 **authorised person** is a person appointed by the Council as an authorised person under section 260 of the Act;  
6.4 **camp** includes setting up a camp, or causing:  
6.4.1 a tent or other structure of calico, canvas, plastic or other similar material;  
6.4.2 a swag or similar bedding; or  
6.4.3 subject to the *Road Traffic Act 1961*, a caravan, tent trailer or motor home or other camping vehicle; to remain on a road for the purpose of staying overnight, or to carry out camping activities, whether or not any person is in attendance or sleeps on the road;  
6.5 **Council** means Wakefield Regional Council;  
6.6 **effective control** means a person exercising effective control of an animal either:  
6.6.1 by means of a physical restraint; or  
6.6.2 by command, the animal being in close proximity to the person and the person being able to see the animal at all times;  
6.7 **electoral matter** has the same meaning as in the *Electoral Act 1985* provided that such electoral matter is not capable of causing physical damage or injury to a person within its immediate vicinity;  
6.8 **emergency worker** has the same meaning as in the *Road Traffic (Road Rules - Ancillary and Miscellaneous Provisions) Regulations 2014*;  
6.9 **moveable sign** has the same meaning as in the Act;  
6.10 **road** has the same meaning as in the Act being, a public or private street, road or thoroughfare to which public access is available on a continuous or substantially continuous basis to vehicles or pedestrians or both and includes—  
6.10.1 a bridge, viaduct or subway; or  
6.10.2 an alley, laneway or walkway; and  
6.11 **vehicle** has the same meaning as in the *Road Traffic Act 1961*.
- Note-
- Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-law was made.

**PART 2 – USE OF ROADS**

7. **Activities Requiring Permission**  
A person must not do any of the following activities on a road without the permission of the Council.

- 7.1 **Advertising**  
Display or cause to be displayed on a road or on a structure on a road, any poster, advertising or sign for the purpose of advertising goods or services or for any other purpose, other than a moveable sign that is displayed in accordance with the Council's *Moveable Signs By-law 2022*.
- 7.2 **Amplification**  
Use an amplifier or other device whether mechanical or electrical for the purpose of amplifying sound or magnifying sound including the broadcasting of announcements or advertisements.
- 7.3 **Animals**
- 7.3.1 Lead, herd, cause or allow an animal to stray onto, move over, or graze on a road to which the Council has determined this subclause applies.
- 7.3.2 Lead, herd or cause or allow an animal to stray onto or move over any road unless the animal is under effective control.
- 7.3.3 Lead, herd or exercise an animal in such a manner as to cause a nuisance or endanger the safety of a person.
- 7.4 **Camping and Tents**
- 7.4.1 Subject to this subclause 7.4, erect a tent or other structure of calico, canvas, plastic or other similar material as a place of habitation.
- 7.4.2 Camp overnight except:
- 7.4.2.1 on a road to which the Council has resolved this subclause applies (if any); and
- 7.4.2.2 in accordance with any conditions determined by the Council and displayed on any signage erected on the road or in its vicinity.
- 7.4.3 Subject to this subclause 7.4, use, occupy, cause, suffer or permit any other person to use or occupy any caravan or other vehicle for or in connection with camping activities, including (but not limited to) washing, cooking, sleeping.
- 7.5 **Obstructions**  
Erect, install or place or cause to be erected, installed or placed any structure, object or material of any kind so as to obstruct a road, footway, water-channel, or watercourse in a road.
- 7.6 **Preaching and Canvassing**
- 7.6.1 Preach, harangue, solicit or canvass for religious or charitable purposes.
- 7.6.2 Subject to subclause 11.2, convey any religious or other message to any bystander, passerby or other person.
- 7.7 **Public Exhibitions and Displays**
- 7.7.1 Sing, busk, play a recording or use a music instrument, or perform similar activities.
- 7.7.2 Conduct, cause or hold a concert, festival, show, display public gathering, circus, performance or a similar activity.
- 7.7.3 Erect a stage or structure for the purpose of conducting or holding a concert, festival, show, circus, performance or a similar activity.
- 7.7.4 Cause any public exhibition or displays.
- 7.8 **Soliciting**  
Ask for or receive or do anything to indicate a desire for a donation of money or any other thing.
- 7.9 **Rubbish Bins**  
Deposit in any Council bin on a road:
- 7.9.1 any rubbish emanating from a domestic, commercial or trade source; or
- 7.9.2 any rubbish that is not rubbish of the type permitted to be placed in the bin as indicated on signs on the bin or in its vicinity.
- 7.10 **Vehicles**  
Repair, wash, paint, panel beat or perform other work of any nature on or to any vehicle, except for running repairs in the case of a vehicle breakdown.

**Note-**

Moveable signs on roads are regulated by sections 226 and 227 of the Act and the Council's *Moveable Signs By law 2022*.

**PART 3 – ENFORCEMENT****8. Directions**

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

**9. Orders**

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

**Note-**

Section 262(1) of the Act states:

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

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

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

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

**10. Removal of Animals and Objects**

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

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

**PART 4 – MISCELLANEOUS****11. Exemptions**

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

11.2 The restrictions in subclauses 7.6.2 of this By-law do not apply to electoral matter authorised by a candidate and which is:

- 11.2.1 related to a Commonwealth or State election and occurs during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day;

- 11.2.2 related to an election under the Act or the *Local Government (Elections) Act 1999* and occurs during the period commencing four weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or
- 11.2.3 related to, and occurs during the course of and for the purpose of a referendum.
12. **Liability of Vehicle Owners**
- 12.1 For the purposes of this clause 12, **owner** in relation to a vehicle has the same meaning as contained in section 4 of the Act.
- 12.2 The owner and the driver of a vehicle driven, parked or standing in contravention of this By-law are each guilty of an offence and liable to the penalty as prescribed for that offence.

This By-law was duly made and passed at a meeting of the Wakefield Regional Council held on 29 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

ANDREW MACDONALD  
Chief Executive Officer

**WAKEFIELD REGIONAL COUNCIL**  
**MOVEABLE SIGNS BY-LAW 2022**  
**By-law No. 4 of 2022**

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

**PART 1 – PRELIMINARY**

1. **Title**  
This By-law may be cited as the *Moveable Signs By-law 2022* and is By-law No. 4 of the Wakefield Regional Council.
2. **Authorising law**  
This By-law is made under sections 226, 238, 239 and 246 of the Act.
3. **Purpose**  
The objectives of this By-law are to set standards for moveable signs on roads:  
3.1 to protect the comfort and safety of road users and members of the public;  
3.2 to enhance the amenity of roads and surrounding parts of the Council area;  
3.3 to prevent nuisances occurring on roads;  
3.4 to prevent unreasonable interference with the use of a road; and  
3.5 for the good rule and government of the Council area.
4. **Commencement, Revocation and Expiry**  
4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation<sup>1</sup>:  
*By-Law No. 4 – Moveable Signs 2017*.<sup>2</sup>  
4.2 This By-law will expire on 1 January 2030.<sup>3</sup>
- Note-**
1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted pursuant to section 249(5) of the Act.  
2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.  
3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.
5. **Application**  
5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2022*.  
5.2 This By-law applies throughout the Council's area and is subject to the exemptions set out in clause 11.
6. **Interpretation**  
In this By-law, unless the contrary intention appears:  
6.1 **Act** means the *Local Government Act 1999*;  
6.2 **authorised person** means a person appointed as an authorised person pursuant to section 260 of the Act;  
6.3 **banner or flag** means a slip of cloth, plastic or other material hung up or carried on a pole, fence or other structure;  
6.4 **business premises** means premises from which a business is being conducted;  
6.5 **community event** means a local event of a religious, educational, cultural, social or recreational character that may be held within the Council's area from time to time;  
6.6 **Council** means Wakefield Regional Council;  
6.7 **'feather' or 'teardrop' sign** means a moveable sign constituting a slip of cloth, plastic or other material attached to a vertical pole generally stabilised by a heavy base;  
6.8 **footpath area** means:  
6.8.1 that part of a road between the property boundary of the road and the edge of the carriageway on the same side as that boundary; or  
6.8.2 a footway, lane or other place made or constructed for the use of pedestrians and not for the use of vehicles;  
6.9 **Local Government land** has the same meaning as in the Act, being land owned by the Council or that is under the Council's care, control and management;  
6.10 **moveable sign** has the same meaning as in the Act, being a moveable advertisement or sign;  
6.11 **road** has the same meaning as in the Act, being a public or private street, road or thoroughfare to which public access is available on a continuous or substantially continuous basis to vehicles or pedestrians or both and includes—  
6.11.1 a bridge, viaduct or subway; or  
6.11.2 an alley, laneway or walkway;  
6.12 **township roads** means roads to which a 50km/hr speed limit (or less) applies; and  
6.13 **vehicle** has the same meaning as in the *Road Traffic Act 1961* and includes:  
6.13.1 a motor vehicle trailer and a tram;  
6.13.2 a bicycle;  
6.13.3 an animal-drawn vehicle, and an animal that is being ridden or drawing a vehicle;  
6.13.4 a combination; and  
6.13.5 a motorised wheelchair that can travel at over 10 kilometres per hour (on level ground), but does not include another kind of wheelchair, a train, or a wheeled recreational device or wheeled toy.
- Note-**  
Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-law was made.

**PART 2 – MOVEABLE SIGNS****7. Construction and Design**

A moveable sign must:

- 7.1 be:
- 7.1.1 of a kind known as an 'A' frame or sandwich board sign;
  - 7.1.2 an 'inverted 'T' sign;
  - 7.1.3 a flat sign;
  - 7.1.4 a 'feather' or teardrop' sign;
  - 7.1.5 with the permission of the Council (including as may be set out in a Council policy of general application from time to time), be a sign of some other kind;
- 7.2 be designed, constructed and maintained in good quality and condition (in the opinion of an authorised person) so as not to present a hazard to any member of the public;
- 7.3 be of strong construction so as to be stable and fixed in position, including so that it keeps its position in adverse weather conditions;
- 7.4 not contain any sharp or jagged edges or corners;
- 7.5 not be unsightly or offensive in appearance or content;
- 7.6 not rotate or contain flashing parts;
- 7.7 not have balloons, flags, streamers or other things attached to it;
- 7.8 in the case of a 'feather'/teardrop' sign or banner, not exceed 2.5m in height, 600mm in width and 600mm in depth;
- 7.9 in the case of an 'A' frame or sandwich board sign:
- 7.9.1 be hinged or joined at the top;
  - 7.9.2 be of such construction that its sides are securely fixed or locked in position when erected;
  - 7.9.3 not have a base area in excess of 0.6 square metres;
  - 7.9.4 be constructed of timber, metal, plastic or plastic coated cardboard, or a mixture of such materials; and
  - 7.9.5 not exceed 900mm in height, 600mm in width and 600mm in depth;
- 7.10 in the case of an inverted 'T' sign:
- 7.10.1 not contain struts or members that run between the display area and the base of the sign;
  - 7.10.2 be constructed of timber, metal, plastic or plastic coated cardboard, or a mixture of such materials; and
  - 7.10.3 not exceed 900mm in height, 600mm in width and 600mm in depth.

**8. Placement**

A moveable sign must not be:

- 8.1 placed on any part of a road apart from the footpath area;
- 8.2 placed on a footpath that is less than two (2) metres wide;
- 8.3 placed on a designated parking area or within one (1) metre of an entrance to premises;
- 8.4 placed so as to interfere with the reasonable movement of persons or vehicles using the footpath or road in the vicinity of where the moveable sign is placed;
- 8.5 subject to subclause 8.8, placed closer than 400mm to the kerb (or, if there is no kerb, to the edge of the carriageway of a road or the shoulder of the road, whichever is the greater);
- 8.6 placed closer than six (6) metres to an intersection unless the moveable sign is:
- 8.6.1 placed so that it does not restrict the line of sight necessary for the safe negotiation of the intersection by road users; and
  - 8.6.2 not greater than 900mm in height;
- 8.7 placed on a median strip, traffic island, roundabout or on any other traffic control device;
- 8.8 placed less than four (4) metres from the edge of a carriageway of a road to which a speed limit greater than 50km/hr applies;
- 8.9 placed in such a position or in such circumstances so that:
- 8.9.1 it compromises the safety of any person or places a person at risk; or
  - 8.9.2 it obstructs or impedes (or would be likely to obstruct or impede) a vehicle door when opened, provided that the vehicle is parked lawfully on a road;
- 8.10 placed on the sealed part of a footpath, if there is an unsealed part on which the sign can be placed in accordance with this By-law;
- 8.11 placed on a landscaped area other than:
- 8.11.1 landscaping that comprises only lawn; or
  - 8.11.2 established landscaping where no footpath alternative is available and provided that the moveable sign is not placed in a location that will cause damage to any plantings within the landscaped area;
- 8.12 placed closer than two (2) metres from another moveable sign; or
- 8.13 displayed during the hours of darkness unless it is in a clearly lit area and is clearly visible.

**9. Banners**

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

**Note-**

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

**10. Restrictions**

- 10.1 The owner or operator of a business must not cause or allow:
- 10.1.1 more than four (4) moveable signs relating to that business to be displayed in the Council's area at any one time;
  - 10.1.2 a moveable sign relating to that business to be displayed unless the business premises to which it relates is open for trade to the public; or
  - 10.1.3 any moveable sign relating to that business to be installed on a road such that it is permanently fixed into position.

**Note-**

Sub-clause 10.1.2 is intended to operate to require business owners to retrieve moveable signs relating to their business from the footpath area daily at the close of business.

- 10.2 The coordinator/s of or person(s) responsible for a community event, must not cause or allow:
- 10.2.1 more than four (4) moveable signs relating to that community event to be displayed in the Council's area at any one time; and
  - 10.2.2 any moveable signs for the community event to be displayed:
    - 10.2.2.1 on roads other than township roads for a continuous period greater than 28 days prior to the event and seven days following the event; and
    - 10.2.2.2 on township roads outside the hours of 9-6pm.



- 10.3 A person must not display or cause to be displayed a moveable sign on or attached to or adjacent to a vehicle that is parked on Local Government land or a road primarily for the purpose of advertising or offering for sale a product (including the vehicle) or business to which the sign relates.
- 10.4 If in the opinion of the Council a footpath area is unsafe for a moveable sign to be displayed, the Council may by resolution prohibit or restrict the display of a moveable sign thereon on such conditions as the Council thinks fit.
- 11. Exemptions**
- 11.1 Subclauses 10.1 and 10.2 of this By-law do not apply to a moveable sign which:
- 11.1.1 advertises a garage sale taking place from residential premises; or
- 11.1.2 is a directional sign to a community event.
- 11.2 Subclause 10.1 of this By-law does not apply to a flat sign which only contains a newspaper headline and the name of a newspaper or magazine.
- 11.3 A requirement of this By-law will not apply where:
- 11.3.1 a moveable sign is displayed in accordance with the Council's Moveable Signs Policy; or
- 11.3.2 the Council has otherwise granted permission (including by way of adopting a policy for this purpose) for the moveable sign (or class of moveable sign) to be displayed contrary to that requirement.
- 11.4 An application seeking permission from the Council to display a moveable sign contrary to a requirement of this By-law must be in writing and include:
- 11.4.1 the requirements of the By-law that the applicant is seeking permission to display a moveable sign contrary to;
- 11.4.2 the reasons why permission is being sought to display a moveable sign contrary to those requirements;
- 11.4.3 details of the design and content of the proposed moveable sign and, where relevant the business premises or community event that it relates to; and
- 11.4.4 any other information that may be required by the Council.
- Note-**
- This By-law does not apply to moveable signs placed and maintained on a road in accordance with section 226(3) of the Act, which includes any sign:
- placed there pursuant to an authorisation under another Act;
  - designed to direct people to the open inspection of any land or building that is available for purchase or lease;
  - related to a State or Commonwealth election and is displayed during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day;
  - related to an election held under this Act or the *Local Government (Elections) Act 1999* and is displayed during the period commencing four (4) weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or
  - the sign is of a prescribed class.
- PART 3 – ENFORCEMENT**
- 12. Removal of Moveable Signs**
- 12.1 A person must immediately comply with the order of an authorised person to remove a moveable sign made pursuant to section 227(1) of the Act.
- Note-**
- Pursuant to section 227(1) of the Act, an authorised person may order the owner of a moveable sign to remove the sign from the road if:
- the design, construction or positioning of a moveable sign does not comply with a requirement of this By-law; or
  - any other requirement of this By-law is not complied with; or
  - the moveable sign unreasonably restricts the use of the Road or endangers the safety of other persons.
- 12.2 The owner of or other person entitled to recover a moveable sign removed by an authorised person pursuant to section 227(2) of the Act, may be required to pay to the Council any reasonable costs incurred by the Council in removing, storing, and/or disposing of the moveable sign before being entitled to recover the moveable sign.
- 12.3 The owner of, or other person responsible for a moveable sign must remove or relocate the moveable sign at the request of an authorised person:
- 12.3.1 if, in the opinion of an authorised person, and not withstanding compliance with this By-law, there is any hazard or obstruction or there is likely to be a hazard or obstruction arising out of the location of the moveable sign; or
- 12.3.2 for the purpose of community events, special events, parades, roadworks or in any other circumstances which, in the opinion of the authorised person, require relocation or removal of the moveable sign to protect public safety or to protect or enhance the amenity of a particular locality.
- 13. Liability of Vehicle Owners**
- 13.1 For the purpose of this clause 13, *owner* in relation to a vehicle has the same meaning as contained in section 4 of the Act.
- 13.2 The owner and the driver of a vehicle driven, parked or standing in contravention of this By-law are each guilty of an offence and liable to the penalty as prescribed for that offence.

This By-law was duly made and passed at a meeting of the Wakefield Regional Council held on 29 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

ANDREW MACDONALD  
Chief Executive Officer

**WAKEFIELD REGIONAL COUNCIL  
DOGS BY-LAW 2022  
By-law No. 5 of 2022**

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

**PART 1 – PRELIMINARY**

1. **Title**  
This By-law may be cited as the *Dogs By-law 2022* and is By-law No. 5 of the Wakefield Regional Council.
  2. **Authorising Law**  
This By-law is made under section 90(5) of the *Dog and Cat Management Act 1995*, sections 238 and 246 of the Act, and section 18A of the *Harbors and Navigation Act 1993*.
  3. **Purpose**  
The objectives of this By-law are to control and manage dogs in the Council's area:
    - 3.1 to reduce the incidence of environmental nuisance caused by dogs;
    - 3.2 to promote responsible dog ownership;
    - 3.3 to protect the convenience, comfort and safety of members of the public; and
    - 3.4 for the good rule and government of the Council's area.
  4. **Commencement, Revocation and Expiry**
    - 4.1 The following By-laws previously made by the Council are revoked from the day on which this By-law comes into operation<sup>1</sup>:
      - 4.1.1 *By-law No. 5 – Dogs 2017*.<sup>2</sup>
    - 4.2 This By-law will expire on 1 January 2030.<sup>3</sup>
- Note-**
1. Generally, a By-law comes into operation 4 months after the day on which it is gazetted pursuant to section 249(5) of the Act.
  2. Section 253 of the Act provides that the revocation of a By-law by another By-law that contains substantially the same provisions, does not affect certain resolutions such as those applying a By-law to a part or parts of the Council area.
  3. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.
5. **Application**
    - 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2022*.
    - 5.2 Subject to subclause 5.3, this By-law applies throughout the Council's area including, to avoid doubt, to foreshore areas within the Harbor of Port Wakefield.
    - 5.3 Clauses 9.1 and 10.2, of this By-law only apply in such part or parts of the Council area as the Council may, by resolution direct in accordance with section 246(3)(e) of the Act.
  6. **Interpretation**  
In this By-law, unless the contrary intention appears:
    - 6.1 **Act** means the *Local Government Act 1999*;
    - 6.2 **approved kennel establishment** means a building, structure, premises or area approved by a relevant authority, pursuant to the *Development Act 1993* or the *Planning, Development and Infrastructure Act 2016* for the keeping of dogs on a temporary or permanent basis;
    - 6.3 **assistance dog** means a dog trained and used for the purpose of assisting a person who is wholly or partially disabled;
    - 6.4 **children's playground** means an enclosed area in which there is equipment or other installed devices for the purpose of children's play (or within 3 metres of such devices if there is no enclosed area);
    - 6.5 **Council** means Wakefield Regional Council;
    - 6.6 **dog** (except for in clause 7.1) has the same meaning as in the *Dog and Cat Management Act 1995*;
    - 6.7 **effective control** means a person exercising effective control of a dog either:
      - 6.7.1 by means of a physical restraint (as defined under the *Dog and Cat Management Act 1995*); or
      - 6.7.2 by command, the dog being in close proximity to the person and the person being able to see the dog at all times;
    - 6.8 **foreshore** means land extending:
      - 6.8.1 from the low water mark on the seashore to the nearest road or section boundary; or
      - 6.8.2 to a distance of 50 metres from the high-water mark;
 (whichever is the lesser distance) and to avoid doubt includes foreshore areas within the Harbor of Port Wakefield;
    - 6.9 **Harbor of Port Wakefield** has the same meaning as in Schedule 3 of the *Harbors and Navigation Regulations 2009*;
    - 6.10 **high-water mark** means the point on land that is the highest astronomical tide;
    - 6.11 **Local Government land** means all land owned by the Council or under the Council's care, control and management;
    - 6.12 **low water mark** means the point of the lowest astronomical tide on the foreshore;
    - 6.13 **keep** includes the provision of food or shelter;
    - 6.14 **park** has the same meaning as in the *Dog and Cat Management Act 1995* (and includes the foreshore);
    - 6.15 **premises** include land and part of any land whether used or occupied for domestic or non-domestic purposes;
    - 6.16 **small dwelling** means a self-contained residence that is:
      - 6.16.1 a residential flat building;
      - 6.16.2 contained in a separate strata unit or community title;
      - 6.16.3 on an allotment less than 400 square metres in area; or
      - 6.16.4 without a secure yard of at least 100 square metres in area;
    - 6.17 **township** has the same meaning as in the Act; and
    - 6.18 **working livestock dog** means a dog—
      - 6.18.1 usually kept, proposed to be kept or worked on rural land by a person who is—
        - 6.18.1.1 a primary producer; or
        - 6.18.1.2 engaged or employed by a primary producer; and
      - 6.18.2 kept primarily for the purpose of herding, droving, protecting, tending or working stock, or training for herding, droving, protecting, tending or working stock.
    - 6.19 For the purposes of clause 9 of the By-law, a dog is **under effective control by means of a leash** if the dog is secured to a leash, chain or cord that does not exceed 2 metres in length and:
      - 6.19.1 the leash, chain or cord is either tethered securely to a fixed object; or
      - 6.19.2 held by a person capable of controlling the dog and preventing it from being a nuisance or a danger to other persons.
- Note-**
- Section 12 of the *Legislation Interpretation Act 2021* provides that an expression used in this By-law has, unless the contrary intention appears, the same meaning as in the Acts under which the By-laws was made.

**PART 2 – LIMITS ON DOG NUMBERS****7. Limits on Dog Numbers in Private Premises**

- 7.1 Subject to subclauses 7.3 and 7.5, a person must not, without the Council's permission, keep or cause, suffer or permit to be kept:
- 7.1.1 in a township, more than one dog in a small dwelling;
- 7.1.2 in a township, more than two dogs on any premises other than a small dwelling; or
- 7.1.3 outside of a township, more than 3 dogs (other than working livestock dogs) on any premises.
- 7.2 For the purposes of subclause 7.1, **dog** means a dog that is three (3) months of age or older or, a dog that has lost its juvenile teeth.
- 7.3 Subclause 7.1 does not apply to:
- 7.3.1 approved kennel establishments operating in accordance with all required approvals and consents; or
- 7.3.2 any other business involving the keeping of dogs provided that the business is registered in accordance with the *Dog and Cat Management Act 1995* and operating in accordance with all required approvals and consents.
- 7.4 The Council may require that premises which are the subject of an application for permission to keep additional dogs, must be inspected by an authorised person for the purpose of assessing the suitability of the premises for housing dogs.
- 7.5 No dog is to be kept on any premises where, in the opinion of an authorised person, there is no secure or appropriate area where a dog may be effectively confined.

**PART 3 – DOG CONTROLS****8. Dog Exercise Areas**

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

**Note-**

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

**9. Dog on Leash Areas**

A person must not allow a dog under that person's control, charge or authority (except an assistance dog that is required to remain off-lead in order to fulfil its functions) to be or remain:

- 9.1 on Local Government land or a public place to which the Council has resolved that this subclause applies; and
- 9.2 on any park or reserve during times when organised sport is being played;

unless the dog is under effective control by means of a leash.

**10. Dog Prohibited Areas**

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

- 10.1 on any children's playground on Local Government land; or
- 10.2 on any other Local Government land or public place to which the Council has determined that this subclause applies.

**11. Dog Faeces**

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

**PART 4 – EXEMPTIONS****12. Council May Grant Exemptions**

- 12.1 The Council may, by notice in writing, on application or on its own initiative, exempt a person (or a class of persons) from the operation of a specified provision of this By-law.
- 12.2 An exemption:
- 12.2.1 may be granted or refused at the discretion of the Council;
- 12.2.2 may operate indefinitely or for a period specified in the instrument of exemption; and
- 12.2.3 is subject to any conditions specified in the instrument of exemption.
- 12.3 The Council may, by notice in writing, vary, revoke or add a condition of an exemption.
- 12.4 The Council may, in its discretion, revoke an exemption for a contravention of a condition of the exemption, or for any other reason it thinks fit.

**PART 5 – ENFORCEMENT****13. Orders**

- 13.1 If a person engages in conduct that is in contravention of this By-law, an authorised person may order that person:
- 13.1.1 if the conduct is still continuing – to stop the conduct; and
- 13.1.2 whether or not the conduct is still continuing – to take specified action to remedy the contravention.
- 13.2 A person must comply with an order under this clause.
- 13.3 If a person does not comply with an order, the authorised person may take action reasonably required to have the order carried out, and the Council may seek to recover its costs of any action so taken from the person to whom the order was directed.
- 13.4 However, an authorised person may not use force against a person under this section.

**Note-**

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

- cease keeping more than the permitted number of dogs on that person's premises; or
- remove a dog from a dog prohibited area.

This By-law was duly made and passed at a meeting of the Wakefield Regional Council held on 29 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

ANDREW MACDONALD  
Chief Executive Officer

**WAKEFIELD REGIONAL COUNCIL  
ANIMAL MANAGEMENT BY-LAW 2022  
By-law No. 6 of 2022**

*A By-law to manage and regulate the keeping of certain animals on residential premises, including for the prevention of nuisances.*

**PART 1 – PRELIMINARY**

1. **Title**  
This By-law may be cited as the *Animal Management By-law 2022* and is By-law No. 6 of the Wakefield Regional Council.
  2. **Authorising Law**  
This By-law is made under section 246 of the Act.
  3. **Objectives**  
The objectives of this By-law are to manage the keeping of certain animals in the Council's area:
    - 3.1 to promote responsible animal management;
    - 3.2 to reduce the incidence of public and environmental nuisance caused by the keeping of those animals;
    - 3.3 to protect the comfort and safety of members of the public; and
    - 3.4 for the good rule and government of the Council area.
  4. **Commencement and Expiry**
    - 4.1 This By-law will come into operation four months after the day on which it is published in the Gazette in accordance with Section 249(5) of the Act<sup>1</sup>.
    - 4.2 This By-law will expire on 1 January 2030.<sup>2</sup>
- Note-**
1. Generally, a By-law comes into operation 4 months after the day on which it is gazette, section 249(5) of the Act.
  2. Pursuant to section 251 of the Act, a By-law will expire on 1 January following the seventh anniversary of the gazettal of the By-law.
5. **Application**
    - 5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2022*.
    - 5.2 This By-law applies throughout the Council's area.
  6. **Definitions**  
In this By-law:
    - 6.1 **Act** means the *Local Government Act 1999*;
    - 6.2 **Council** means Wakefield Regional Council;
    - 6.3 **keep** in relation to a prescribed animal includes to care, feed, provide shelter for, or to control or possess that animal, whether on a temporary or permanent basis;
    - 6.4 **prescribed animal** means a rooster that is 2 months or older;
    - 6.5 **premises** includes any land, (whether used or occupied for domestic or other purposes);
    - 6.6 **residential premises** means premises with a residential land use category within the meaning of *Local Government (General) Regulations 2013*; and
    - 6.7 **township** has the same meaning as in the Act.

**PART 2 – DOMESTIC ANIMAL MANAGEMENT**

7. **Permission Required to Keep Prescribed Animal**
  - 7.1 A person must not, without the permission of the Council, keep or cause suffer or permit to be kept, a prescribed animal on:
    - 7.1.1 any premises within a township; or
    - 7.1.2 any premises outside of a township in an area that is within 100 metres of the boundary of neighbouring residential premises.
  - 7.2 The Council (or its delegate) may require that the premises, which are the subject of an application for permission to keep a prescribed animal, must be inspected by an authorised person for the purpose of assessing the suitability of the premises for keeping a prescribed animal.
  - 7.3 The Council must consider the following matters in determining whether or not to grant permission under subclause 7.1:
    - 7.3.1 whether an insanitary condition exists or has existed on the premises as a result of the keeping of animals;
    - 7.3.2 whether a nuisance is caused or has been caused to any neighbour as a result of the keeping of the animal on the premises or is likely to be caused;
    - 7.3.3 the nature and size of the premises and whether the animal can be adequately contained thereon; or
    - 7.3.4 any other matters the Council (or its delegate) considers should be taken into account.

**PART 3 – EXEMPTIONS**

8. **Council May Grant Exemptions**
  - 8.1 Council may, by notice in writing, on application or on its own initiative, exempt a person (or a class of persons) from the operation of a specified provision of this By-law.
  - 8.2 An exemption:
    - 8.2.1 may be granted or refused at the discretion of the Council;
    - 8.2.2 may operate indefinitely or for a period specified in the instrument of exemption; and
    - 8.2.3 is subject to any conditions specified in the instrument of exemption.
  - 8.3 The Council may, by notice in writing, vary, revoke or add a condition of an exemption.
  - 8.4 The Council may, in its discretion, revoke an exemption for a contravention of a condition of the exemption, or for any other reason it thinks fit.

**PART 4 – ENFORCEMENT**

9. **Orders**
  - 9.1 If a person engages in conduct that is a contravention of this By-law, an authorised person may order that person:
    - 9.1.1 if the conduct is still continuing – to stop the conduct; and
    - 9.1.2 whether or not the conduct is still continuing – to take specified action to remedy the contravention.
  - 9.2 A person must comply with an order under this clause.
  - 9.3 If a person does not comply with an order, the authorised person may take action reasonably required to have the order carried out, and the Council may seek to recover its costs of any action so taken from the person to whom the order was directed.

**Note-**  
For example, an authorised person may order a person to cease keeping a prescribed animal on that person's premises.

This By-law was duly made and passed at a meeting of the Wakefield Regional Council held on 29 June 2022 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

ANDREW MACDONALD  
Chief Executive Officer

## WUDINNA DISTRICT COUNCIL

*Adoption of Assessment*

NOTICE is hereby given that the Wudinna District Council at a meeting held on 19 July 2022, resolved for the 2022-23 financial year as follows:

*Adoption of Valuation*

Adopted for rating purposes the capital valuations made by the Valuer-General totalling \$481,603,880 for rateable and non-rateable land in the Council area.

*Declaration of Rates*

Declared differential general rates on rateable land within its area by reference to locality as follows:

The whole of the township of Wudinna, a rate of **0.556** cents in the dollar.  
 The whole of the township of Minnipa, a rate of **0.556** cents in the dollar.  
 The whole of the township of Kyancutta, a rate of **0.556** cents in the dollar.  
 The whole of the township of Warrambo, a rate of **0.556** cents in the dollar.  
 The whole of the township of Yaninee, a rate of **0.556** cents in the dollar.  
 The whole of the town of Pygery, a rate of **0.556** cents in the dollar.

In respect of all land within the area of the Council not otherwise included as above, a differential general rate of **0.4199** cents in the dollar.

*Minimum Rate*

Declared a minimum amount payable by way of rates of **\$500.00** in respect to all rateable land within the area of Council.

*Annual Service Charges*

Imposed an annual service charge where a septic effluent disposal connection is provided within the Township of Wudinna of **\$325** per unit for all occupied properties and **\$290** for all unoccupied properties.

Imposed an annual service charge to properties that have an occupiable dwelling, outbuilding or other class of structure to which the Council provides or makes available the prescribed service of the collection, treatment and disposal of waste via Council's waste collection service of **\$262** per mobile garbage bin.

*Separate Rate*

Declared a separate rate of **\$180** based on a proportional basis of expenditure incurred in maintaining the area of the cottage home units within portion Section 175, Hd of Pygery – Wudinna Homes for the Aged identified as being assessments:

9270269037	9270269067	9070269097	9270269127	9270269157	9270269187
9270269047	9270269077	9070269107	9270269137	9270269167	
9270269057	9270269087	9270269117	9270269147	9270269177	

*Eyre Peninsula Landscape Levy*

Declared differential separate rates varying on the basis of land use on all rateable land in the area of the Council in order to reimburse the Council for amounts contributed to the Eyre Peninsula Landscape Board.

- a) A land use of Primary Production, a Separate Rate of **\$162.50** per assessment;
- b) A land use of:
  - i. Commercial
  - ii. Industrial
 A separate rate of **\$121.87** per assessment;
- c) A land use of:
  - i. Residential
  - ii. Vacant Land
  - iii. Other
 A separate rate of **\$81.25** per assessment.

Dated: 19 July 2022

ANDREW BUCKHAM  
Acting Chief Executive Officer

## DISTRICT COUNCIL OF YANKALILLA

*Adoption of Valuation and Declaration of Rates 2022-2023*

NOTICE is hereby given that the District Council of Yankalilla at its meeting on 12 July 2022 for the financial year ending 30 June 2023:

1. Adopted for rating purposes the Valuer-General's valuations of capital values applicable to land within the Council area totalling \$2,746,870,780.00
2. Declared differential general rates based upon the use of the land as follows:
  - (a) Residential: 0.456987 cents in the dollar;
  - (b) Commercial-Shop: 0.456987 cents in the dollar;
  - (c) Commercial-Office: 0.456987 cents in the dollar;
  - (d) Commercial-Other: 0.456987 cents in the dollar;
  - (e) Industry-Light: 0.456987 cents in the dollar;
  - (f) Industry-Other: 0.456987 cents in the dollar;
  - (g) Primary Production: 0.456987 cents in the dollar;
  - (h) Vacant Land: 0.616933 cents in the dollar; and
  - (i) Other: 0.456987 cents in the dollar.

3. Imposed a minimum amount of \$950.00 in respect of each separate piece of rateable land in the Council area.
4. Declared a separate rate of 0.008680 cents in the dollar on capital value on all rateable land in the Council area to recover the amount of \$231,581.25 payable to the Hills and Fleurieu Landscape Board.
5. Imposed an annual service charge of \$1500.00 per unit in respect of all properties (vacant and occupied) at Wirrina Community serviced by the Wirrina Water Supply.

Dated: 12 July 2022

NATHAN CUNNINGHAM  
Chief Executive

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YORKE PENINSULA COUNCIL

*Adoption of Valuations and Declaration of Rates 2022/2023*

NOTICE is given that at the meeting of the Yorke Peninsula Council held on 13 July 2022, the Council resolved for the financial year ending 30 June 2023, as follows:

Adopted the most recent valuations of the Valuer-General available to the Council of the capital value of land within the Council's area for rating purposes for the financial year ending 30 June 2023, totalling \$8,911,737,940 comprising \$161,627,175 in respect of non-rateable land and \$8,750,110,765 in respect of rateable land.

Declared differential general rates on rateable land within the Council area as follows:

- on rateable land of category (g) use (primary production) in the area of the Council, a rate of 0.122610 cents in the dollar of capital value of such land; and
- on all other rateable land within the area of the Council, a rate of 0.277166 cents in the dollar of the capital value of such land; and
- to impose a fixed charge component of the general rate of \$410.

Imposed on each assessment of rateable and non-rateable land in the following areas to which land the Council makes available a Community Wastewater Management System, as follows:

- Maitland, Tiddy Widdy Beach, Ardrossan, Balgowan, Black Point, Edithburgh, Point Turton, Port Vincent, Port Victoria, Stansbury, Sultana Point, Yorketown, Bluff Beach, Chinaman Wells, Foul Bay, Port Julia, Hardwicke Bay & Rogues Point areas:

Occupied Land:	\$547.00 per unit
Vacant Land:	\$406.00 per allotment

Imposed on each assessment of rateable and non-rateable land in the following area to which land the Council provides or makes available a water supply service:

Balgowan, Black Point and Hardwicke Bay areas:       \$215.00

Imposed an annual service charge for the year ending 30 June 2023 upon both rateable and non-rateable land to which it provides or makes available the prescribed service of waste collection (the Waste Collection and Recycling Service) which is imposed as follows:

- \$187 for a two (2) bin service; and
- \$235 for a three (3) bin service.

Declared a separate rate of 0.013687 cents in the dollar on all rateable land in the area of the Council to raise the amount of \$1,197,628 with \$1,193,852 payable to the Northern and Yorke Landscape Region Board.

That all rates (general and separate) and service charges for the year ending 30 June 2023, are payable in four equal or approximately equal instalments on or before 5 September 2022; 5 December 2022; 6 March 2023 and 5 June 2023.

Dated: 21 July 2022

A. CAMERON  
Chief Executive Officer

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## PUBLIC NOTICES

### SALE OF PROPERTY

#### *Warrant of Sale*

Auction Date: Friday, 19 August 2022 at 11.30am

Location: Lot 1310, 102 – 105 North Terrace, Adelaide, South Australia

Notice is hereby given that on the above date at the time and place stated, by virtue of the Warrant of Sale issued out of the Magistrates Court of South Australia, Action No. 5529 of 2020 directed to the Sheriff of South Australia in an action wherein Community Corporation 21890 Inc. are the Applicants and E-E Stephanie Jo Chou is the Respondent, I Angela Gransden, Sheriff of the State of South Australia, will by my auctioneers, Griffin Real Estate, make sale of the estate, right, title or interest whatsoever it may be of the Respondent, E-E Stephanie Jo Chou the registered proprietor of an estate in fee simple in the following:

That piece of land situated in the area named Adelaide, being Lot 1310, 102 – 105 North Terrace, Adelaide, Hundred of Adelaide, being the property comprised in Certificate of Title Register Book Volume 5903 Folio 809.

Further particulars from the auctioneers:

Mark Griffin  
Griffin Real Estate  
22 Greenhill Road,  
Wayville SA 5034  
Telephone 08 8372 7872

Dated: 21 July 2022

ANGELA GRANSDEN  
Sheriff of the State of South Australia

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### TRUSTEE ACT 1936

#### PUBLIC TRUSTEE

#### *Estates of Deceased Persons*

In the matter of the estates of the undermentioned deceased persons:

BARROWMAN Pauline late of 39 Campus Drive Aberfoyle Park Of no occupation who died 7 February 2022  
BERRILL Harvey Alexander late of 58 Balham Avenue Kingswood Of no occupation who died 31 March 2022  
D'ANGELICA Michael Mario late of 2-16 Cardigan Street Angle Park Retired Gardener who died 10 March 2022  
FEIER Johanna late of 20 Langdon Avenue Clarence Park Of no occupation who died 17 July 2021  
GADSDEN David James late of 2 Rodger Avenue Leabrook Of no occupation who died 29 January 2022  
KERBER Sandra Kay late of 34 Blackwood Park Boulevard Craighburn Farm Of no occupation who died 14 May 2021  
LABIOS Romeo Lacorte late of 174 Anzac Highway Glandore Retired Chef who died 12 November 2021  
MARTINUSSEN Dayna Margarita late of 1189 Giles Corner Road Tarlee Of no occupation who died 15 March 2022  
MOTT Regina late of 333 Marion Road North Plympton Retired Secretary who died 19 November 2021  
ROE Phyllis Elizabeth late of 39 Campus Drive Aberfoyle Park Retired Telephonist who died 1 May 2022  
SCOTT George Beattie late of 196 Military Road Henley Beach Of no occupation who died on or about 31 December 2021  
SEARLE Audrey late of 74 Princes Highway Tailern Bend Of no occupation who died 21 October 2021  
SMITH Christopher John late of 12 Telfer Street Port Lincoln Retired Handyman who died 23 April 2022  
VALE Marc Andrew late of 104 Woodville Road Woodville Ward Assistant who died 10 January 2022  
WELLINGTON Lorraine Averil late of 37 McLaren Street Mount Barker Of no occupation who died 18 February 2022

Notice is hereby given pursuant to the *Trustee Act 1936*, the *Inheritance (Family Provision) Act 1972* and the *Family Relationships Act 1975* that all creditors, beneficiaries, and other persons having claims against the said estates are required to send, in writing, to the office of Public Trustee at GPO Box 1338, Adelaide, 5001, full particulars and proof of such claims, on or before the 19 August 2022 otherwise they will be excluded from the distribution of the said estate; and notice is also hereby given that all persons indebted to the said estates are required to pay the amount of their debts to the Public Trustee or proceedings will be taken for the recovery thereof; and all persons having any property belonging to the said estates are forthwith to deliver same to the Public Trustee.

Dated: 21 July 2022

N. S. RANTANEN  
Public Trustee

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# NOTICE SUBMISSION

The South Australian Government Gazette is published each Thursday afternoon.

Notices must be emailed by 4 p.m. Tuesday, the week of publication.

Submissions are formatted per the gazette style and a proof will be supplied prior to publication, along with a quote if applicable. Please allow one day for processing notices.

Alterations to the proof must be returned by 4 p.m. Wednesday.

## **Gazette notices must be submitted as Word files, in the following format:**

- Title—the governing legislation
- Subtitle—a summary of the notice content
- Body—structured text, which can include numbered lists, tables, and images
- Date—day, month, and year of authorisation
- Signature block—name, role, and department/organisation authorising the notice

## **Please provide the following information in your email:**

- Date of intended publication
- Contact details of the person responsible for the notice content
- Name and organisation to be charged for the publication—Local Council and Public notices only
- Purchase order, if required—Local Council and Public notices only

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WEBSITE: [www.governmentgazette.sa.gov.au](http://www.governmentgazette.sa.gov.au)

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**All instruments appearing in this gazette are to be considered official, and obeyed as such**