



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ADELAIDE, THURSDAY, 16 FEBRUARY 2023

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

STATE GOVERNMENT INSTRUMENTS

BOXING AND MARTIAL ARTS ACT 2000

Notice of Exemption

TAKE NOTICE that pursuant to section 17 of the *Boxing and Martial Arts Act 2000*, I Kylie Taylor, Chief Executive of the Office for Recreation, Sport and Racing, as delegate for the Minister for Recreation, Sport and Racing to whom the administration of the *Boxing and Martial Arts Act 2000* is committed, have exempted the contestants of Historical European Martial Arts competition and medieval battle demonstrations from sections 11 and 14 of the Act for the purposes of APEX Sport Fest 2023 to be held on 25 February 2023.

Dated: 10 February 2023

KYLIE TAYLOR
Chief Executive, Office for Recreation, Sport and Racing
as delegate for the Minister for Recreation, Sport and Racing

BOXING AND MARTIAL ARTS ACT 2000

Notice of Rules

TAKE NOTICE that pursuant to section 10 of the *Boxing and Martial Arts Act 2000*, I Kylie Taylor, Chief Executive of the Office for Recreation, Sport and Racing, as delegate for the Minister for Recreation, Sport and Racing to whom the administration of the *Boxing and Martial Arts Act 2000* is committed, have approved the rules applicable to the conduct of boxing events to commence operation on this date of publication.

The approved rules are set out below.

Dated: 10 February 2023

KYLIE TAYLOR
Chief Executive, Office for Recreation, Sport and Racing
as delegate for the Minister for Recreation, Sport and Racing

Australian National Boxing Federation – Rules and Regulations – 24 August 2022.

BOXING AND MARTIAL ARTS ACT 2000

Revocation of Rules

TAKE NOTICE that pursuant to section 10 of the *Boxing and Martial Arts Act 2000*, I Kylie Taylor, Chief Executive of the Office for Recreation, Sport and Racing, as delegate for the Minister for Recreation, Sport and Racing to whom the administration of the *Boxing and Martial Arts Act 2000* is committed, have revoked the rules applicable to the conduct of boxing events to cease operation on this date of publication.

The revoked rules are set out below.

Dated: 10 February 2023

KYLIE TAYLOR
Chief Executive, Office for Recreation, Sport and Racing
as delegate for the Minister for Recreation, Sport and Racing

Australian National Boxing Federation Rules and Regulations 15 March 2019.

DOG FENCE ACT 1946

SECTION 35C

Local Dog Fence Board Membership

PURSUANT to the provision of Section 35C of the *Dog Fence Act 1946*, on the recommendation of the Dog Fence Board, I vary the proclamation made under that Act on 2 October 1975 (see *Gazette* 2 October 1975 p. 1819), as varied-

- a) by striking out from the list of names under the heading *Frome Local Dog Fence Board* in the Second Schedule “Michael Goldsworthy”
- b) by adding to the list of names under the heading *Marree Local Dog Fence Board* in the Second Schedule “Donald Fels”

Dated: 14 February 2023

HON CLARE SCRIVEN MLC
Minister for Primary Industries and Regional Development

DOG FENCE ACT 1946

SECTION 35C

Variation of powers and duties of a local board established by proclamation under section 35A

Pursuant to section 35C of the *Dog Fence Act 1946*, on the recommendation of the Dog Fence Board, I vary the proclamation made under that Act on 2 October 1975 (see *Gazette* 20 October 1975 p.1819 - 1822), as varied, by deleting subparagraph 6(1) under the heading *General Powers and Duties* and substituting -

- 6 (1) A Local Board shall have and shall exercise the following powers and duties in relation to that part of the dog fence within the area of that Local Board:
 - (a) the powers and duties of an owner as specified in subsection (1) of Section 22 of the said Act; and

(b) controlling or destroying feral animals in the vicinity of the dog fence where necessary for the purpose of maintaining the fence or making it dog-proof, namely pest or feral:

- Cat (*Felis catus*)
- Donkey (*Equus asinus*)
- Horse (*Equus caballus*)
- Mule (*Equus caballus x E. asinus*)
- Camel (*Camelus dromedarius*)
- Cow (*Bos spp.*)
- Fox (*Vulpes vulpes*)
- Rabbit (*Oryctolagus cuniculus*)
- Goat (*Capra hircus*)
- Pig (*Sus scrofa*)

Dated: 14 February 2023

HON CLARE SCRIVEN MLC
Minister for Primary Industries and Regional Development

EDUCATION AND CHILDREN'S SERVICES REGULATIONS 2020

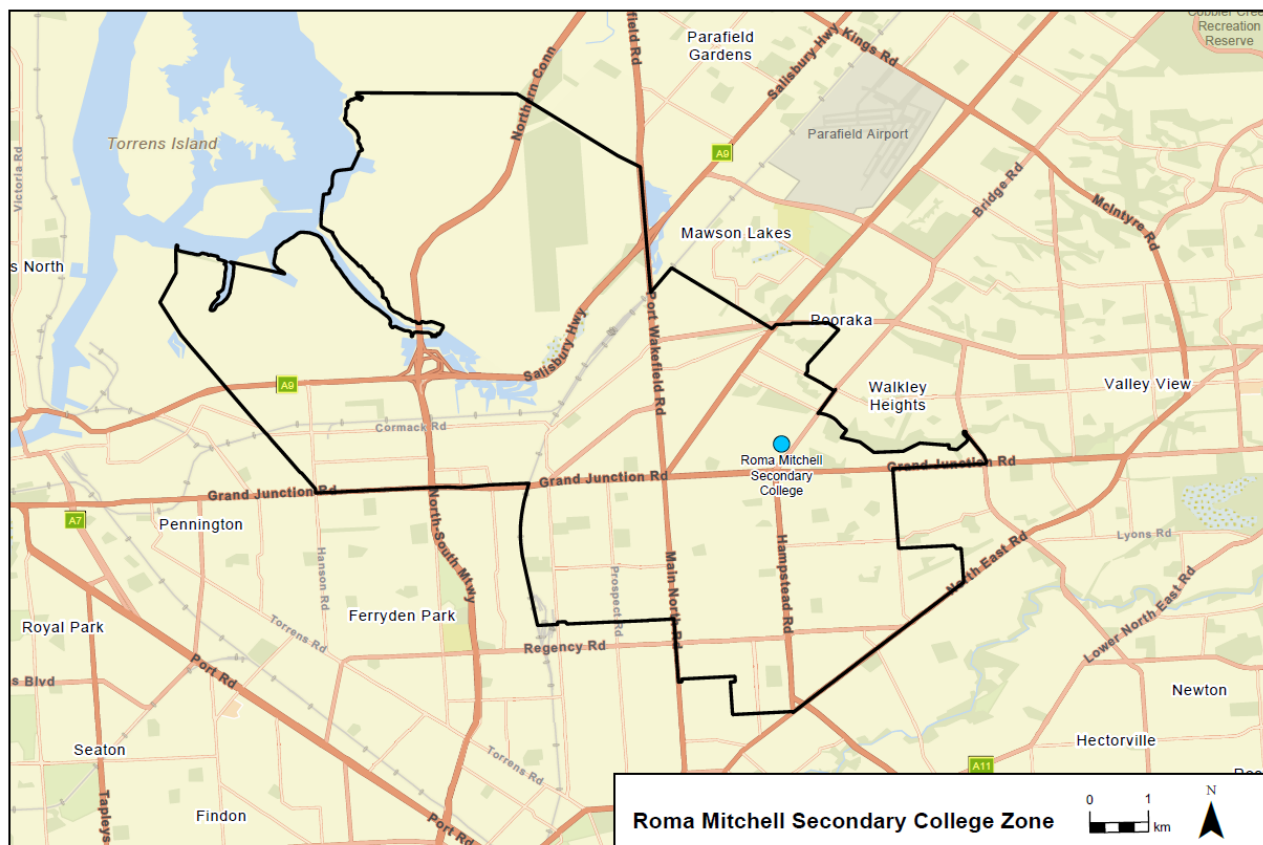
Notice of Policy by the Minister for Education, Training and Skills

PURSUANT to Regulation 12(1) of the Education and Children's Services Regulations 2020, I, the Minister for Education, Training and Skills publish a policy for the purposes of the enrolment of a child at Roma Mitchell Secondary College on or after 1 May 2023:

SCHOOL ZONE

Roma Mitchell Secondary College

A school zone is a defined area from which the school accepts its core intake of students. The school zone for Roma Mitchell Secondary College is within the area bordered by the black line on the map below. Students residing within this zone are eligible to be enrolled at Roma Mitchell Secondary College and will be given priority enrolment.



An online map of the Roma Mitchell Secondary College zone and a search tool to indicate if a home address is within the school zone is available at www.education.sa.gov.au/findaschool.

Information on enrolment and placement in school is available from www.education.sa.gov.au/enrolment.

Dated: 3 February 2023

BLAIR BOYER
Minister for Education, Training and Skills

EDUCATION AND CHILDREN'S SERVICES REGULATIONS 2020

Notice of Revocation of Policy by the Minister for Education, Training and Skills

PURSUANT to Regulation 12(3) of the *Education and Children's Services Regulations 2020*, I, the Minister for Education, Training and Skills revoke the Norwood International High School Capacity Management Plan, published in the Gazette on 30 June 2022, effective 1 May 2023.

Dated: 3 February 2023

BLAIR BOYER

Minister for Education, Training and Skills

EDUCATION AND CHILDREN'S SERVICES REGULATIONS 2020

Notice of Revocation of Policy by the Minister for Education, Training and Skills

PURSUANT to Regulation 12(3) of the *Education and Children's Services Regulations 2020*, I, the Minister for Education, Training and Skills revoke the Roma Mitchell Secondary College Capacity Management Plan, published in the Gazette on 10 December 2020, effective 1 May 2023.

Dated: 3 February 2023

BLAIR BOYER

Minister for Education, Training and Skills

FISHERIES MANAGEMENT ACT 2007

SECTION 115

Exemption No. ME990324

TAKE NOTICE that pursuant to section 115 of the *Fisheries Management Act 2007*, I Prof Gavin Begg, Executive Director Fisheries and Aquaculture, delegate of the Minister of Primary Industries and Regional Development, hereby declare that holders of a Commonwealth concession issued under the *Fisheries Management Act 1991* (Cwth) (the 'exemption holder') are exempt from the provisions contained in the declaration made under section 79 of the *Fisheries Management Act 2007*, dated 20 January 2023, and published in the *South Australian Government Gazette* on 25 January 2023 being the first notice published on page 90, but only insofar as the exemption holders may possess Snapper (*Chrysophrys auratus*) on a fishing vessel that may be used under their Commonwealth concession (the 'exempted activity'), subject to the conditions set out in Schedule 1 during the period specified in Schedule 2 unless varied or revoked earlier.

SCHEDULE 1

1. All Snapper in the exemption holder's possession must have been taken lawfully in waters outside the **Snapper closure area**.
2. At least one hour prior to travelling through any part of the **Snapper closure area** described in this notice, the exemption holder must, if in possession of Snapper, make a prior report to the Department of Primary Industries and Regions (PIRSA) via the Commercial Fishing SA App or Fishwatch on 1800 065 522 and must provide the Department the following information:
 - The name of the person making the telephone call or providing the information via the App;
 - Contact phone number of the person making the telephone call or providing the information via the App;
 - The Commonwealth concession type and number;
 - Name of vessel;
 - Weight of Snapper on board;
 - The time the boat will enter the Snapper closure area; and
 - The point of landing.
3. At least one hour prior to arrival at the point of landing in South Australia the exemption holder must, if in possession of Snapper, make a prior report to PIRSA via the Commercial Fishing SA App or Fishwatch (1800 065 522) of the time the boat will arrive at the nominated point of landing,
4. The exemption holder must not delete or alter track logs recorded on electronic devices (e.g. Chart plotter, Global Positioning System) on board the boat for a period of 7 days after creating the track log if the boat has transited the Snapper closure area.
5. While engaging in the exempted activity, the exemption holder must be in possession of a copy of this notice. This notice must be produced to a Fisheries Officer if requested

SCHEDULE 2

From 0001 hours on 9 February 2023 until 2359 hours on 8 February 2024.

For the purpose of this Notice, the **Snapper closure area** includes:

Gulf St. Vincent and Kangaroo Island Fishing Zone - the waters of Gulf St. Vincent and surrounding waters contained within and bounded by a line commencing at Mean High Water Springs closest to 34°59'59.95" South, 136°58'07.73" East (Gleasons Landing, Yorke Peninsula), then beginning southerly following the line of Mean High Water Springs to the location closest to 35°38'26.13" South, 138°07'28.73" East (southern Fleurieu Peninsula), then southerly to Mean High Water Springs closest to 35°48'07.14" South, 138°07'28.73" East (Cape St. Albans, Kangaroo Island), then beginning south-westerly following the line of Mean High Water Springs to the location closest to 35°59'59.95" South, 136°41'04.52" East (south-western Kangaroo Island), then westerly to 35°59'59.95" South, 136°00'00.03" East, then northerly to 35°29'59.95" South, 136°00'00.03" East, then easterly to 35°29'59.95" South, 136°40'12.03" East, then northerly to 34°59'59.95" South, 136°40'12.03" East, then easterly to the point of commencement.

West Coast Fishing Zone - the waters adjacent to the west coast of South Australia contained within and bounded by a line commencing at Mean High Water Springs closest to 31°41'16.13" South, 129°00'00.03" East (Western Australian-South Australian border), then beginning southerly following the line of Mean High Water Springs to the location closest to 33°59'59.90" South, 135°15'32.12" East (western Eyre Peninsula), then westerly to 33°59'59.95" South, 134°00'00.03" East, then southerly to 34°59'59.95" South, 134°00'00.03" East, then westerly to 34°59'59.95" South, 132°00'00.03" East, then northerly to 33°59'59.95" South, 132°00'00.03" East, then westerly to 33°59'59.95" South, 131°00'00.03" East, then northerly to 32°59'59.95" South, 131°00'00.03" East, then westerly to 32°59'59.95" South, 129°00'00.03" East, then northerly to the point of commencement.

Spencer Gulf Fishing Zone - the waters of Spencer Gulf and surrounding water contained within and bounded by a line commencing at Mean High Water Springs closest to 33°59'59.90" South, 135°15'32.12" East (western Eyre Peninsula), then beginning southerly following the line of Mean High Water Springs to the location closest to 34°59'59.95" South, 136°58'07.73" East (Gleasons Landing, Yorke Peninsula), then westerly to 34°59'59.95" South, 136°40'12.03" East, then southerly to 35°29'59.95" South, 136°40'12.03" East, then westerly to 35°29'59.95" South, 136°00'00.03" East, then southerly to 36°59'59.95" South, 136°00'00.03" East, then westerly to

36°59'59.95" South, 135°00'00.03" East, then northerly to 35°59'59.95" South, 135°00'00.03" East, then westerly to 35°59'59.95" South, 134°00'00.03" East, then northerly to 33°59'59.95" South, 134°00'00.03" East, then easterly to the point of commencement;

Port Adelaide River estuary - all waters of the Port Adelaide River estuary contained within and bounded by a line commencing at the line of Mean High Water Springs closest to 34°40'12.26" South, 138°26'35.25" East (end of Port Gawler Road), then beginning easterly following the line of Mean High Water Springs, including West Lakes, North Arm and tributaries, to the location closest to 34°46'59.03" South, 138°28'40.48" East, then north-westerly to the point of commencement, but excluding any land or waters so encompassed that lie landward of the line of Mean High Water Springs.

For the purpose of this notice all lines are geodesics based on the Geocentric Datum of Australia 2020 (GDA2020). GDA2020 has the same meaning as in the *National Measurement (Recognized-Value Standard of Measurement of Position) Determination 2017* made under section 8A of the National Measurement Act 1960 of the Commonwealth. All co-ordinates are expressed in terms of GDA2020.

Dated: 8 February 2023

PROF. GAVIN BEGG
Executive Director
Fisheries and Aquaculture

Delegate of the Minister for Primary Industries and Regional Development

GEOGRAPHICAL NAMES ACT 1991

Notice of Intention to Alter the Boundaries of a Place and Assign a Name to a Place

NOTICE is hereby given that, pursuant to section 11B(2)(d) of the *Geographical Names Act 1991*, I, the Honourable Nick Champion MP, Minister for Planning, Minister of the Crown to whom the administration of the *Geographical Names Act 1991* is committed, seeks public comment on a proposal to:

1. Alter the suburb boundary to exclude from the suburb of **HACKHAM** that area marked (A) shown highlighted in green, as shown on the location map.
2. Assign the name **ONKAPARINGA HEIGHTS** to that area marked (A).

A copy of the location maps for this naming proposal can be viewed at:

- the Office of the Surveyor-General, 83 Pirie Street, Adelaide
- www.sa.gov.au/placenameproposals

Submissions in writing regarding this proposal may be lodged with the Surveyor-General, GPO Box 1815, Adelaide SA 5001, or DTI.PlaceNames@sa.gov.au within one month of the publication of this notice.

Dated: 13 February 2023

HON NICK CHAMPION MP
Minister For Planning

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 21 February 2023 and expiring on 20 February 2033:

Walter Dieter WITTMANN
Robert John Keith SHEPHERD
David Peter NELSON
Barrie Malcolm MANSOM
Lawrence Lin Jar LIANG
Rosalie Helen FORTH
Maurice John Lloyd EASTON
John Alexander CROCI
Christopher William CLARK
Nicola CIROCCO
Gordon BURNELL
Bernadette BUHAGIAR
Debra May BRADLEY
Adam John BODZIOCH
Antonio BERLANGIERI
Janet Isabelle BARNETT
Paul Vincent BARBER
Peter Albert BALAZS

Dated: 9 February 2023

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

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie 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 10 Town of Yunta out of Hundreds (Olary) comprised in Certificate of Title Volume 5831 Folio 755 and being the whole of the land identified as Allotment 51 in D131088 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: Daniel Tuk
GPO Box 1533
Adelaide SA 5001
Telephone: (08) 7133 2479

Dated: 14 February 2023

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 2022/04549/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie 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 54 Town of Whyte-Yarcowie in the Area Named Whyte-Yarcowie in Hundred of Whyte comprised in Certificate of Title Volume 5485 Folio 492 and being the whole of the land identified as Allotment 11 in D131087 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: Daniel Tuk
GPO Box 1533
Adelaide SA 5001
Telephone: (08) 7133 2479

Dated: 14 February 2023

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 2022/04548/01

LAND ACQUISITION ACT 1969

SECTION 16

*Form 5—Notice of Acquisition***1. Notice of acquisition**

The Commissioner of Highways (the Authority), of 83 Pirie 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 the whole of Unit 3 in Strata Plan 6426 comprised in Certificate of Title Volume 5013 Folio 202.

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: Petrula Pettas
GPO Box 1533
Adelaide SA 5001
Telephone: (08) 7133 2457

Dated: 14 February 2023

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 2022/02992/01

LOCAL GOVERNMENT (ELECTIONS) REGULATIONS 2010

UNDER THE LOCAL GOVERNMENT (ELECTIONS) ACT 1999

Regulation 9A(2)—Assisted voting – preliminary

Pursuant to regulation 9A(2) of the *Local Government (Elections) Regulations 2010* (LGER), and for the purposes of section 41A(2)(a)(ii) of the *Local Government (Elections) Act 1999* (LGEA), I, Mick Sherry, Returning Officer, hereby determine the following days and times at which the telephone assisted voting method is to be made available and the telephone numbers for the telephone assisted voting method for the 2023 supplementary council elections.

To vote by the telephone assisted voting method, **prescribed electors** (41A(8) LGEA) will call the Electoral Commission's call centre on:

- 1300 655 232 within South Australia only
- 08 7424 7400 from interstate
- +61 8 7424 7400 from overseas

The telephone assisted voting method will operate as follows:

- Operating period
- Opening Monday 27 February at 10:00 am
- Closing Tuesday 14 March at 12 noon

Daily operating hours

- Monday 27 February 2023 to Friday 3 March 2023 – 10:00 am to 5:00 pm
- Monday 6 March 2023 to Friday 10 March – 10:00 am to 5:00 pm
- Monday 13 March 2023 – closed due to public holiday
- Tuesday 14 March 2023 – 9:00 am to 12 noon

Dated: 18 January 2023

M. SHERRY
Returning Officer

MAJOR EVENTS ACT 2013

SECTION 6B

Declaration of a Major Event

PURSUANT to section 6B of the *Major Events Act 2013*, I, Hon Zoe Bettison MP, Minister for Tourism declare the 2023 Tasting Australia presented by RAA Travel to be held from 28 April to 7 May 2023 inclusive to be a major event.

By virtue of the provisions of the *Major Events Act 2013 (the Act)*, I do hereby:

1. Declare the 2023 Tasting Australia presented by RAA Travel to be a major event for the purposes of the Act.
2. Specify the major event period for the event to be 28 April to 7 May 2023 inclusive.
3. Declare the major event venue to be the northern end of Victoria Square / Tarntanyangga.
4. Designate the South Australian Tourism Commission to be the event organiser for the event.
5. Declare that the following provisions of Part 3 of the Act apply to the event, the major event venue for the event and the controlled area for the event:
 - a) section 8;
 - b) section 10;
 - c) section 11;
 - d) section 12;
 - e) section 13;

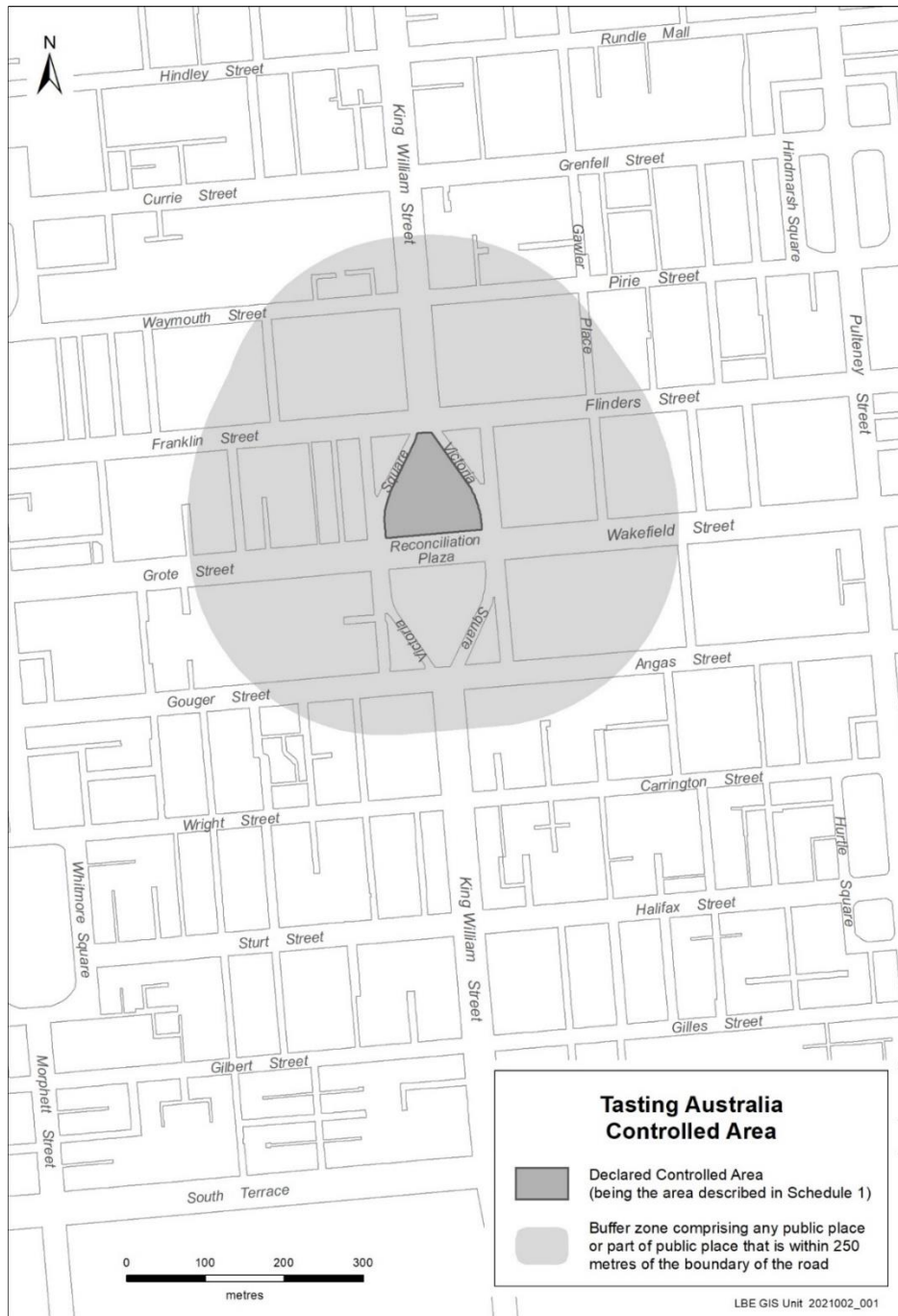
- f) section 14 of the *Major Events Act 2013* to the event by specifying the official title as 2023 Tasting Australia presented by RAA Travel and the official logo as it appears below.
- 6. Being satisfied that the title “2023 Tasting Australia” is sufficiently connected with the identity and conduct of the major event, and that the event has commercial arrangements that are likely to be adversely affected by unauthorised use of titles, I hereby declare, pursuant to section 14(1) of the Act, that “2023 Tasting Australia” is an official title in respect of the event.



Dated: 8 February 2023

HON. ZOE BETTISON MP
Minister for Tourism, South Australia

MAP OF CONTROLLED AREA FOR THE 2023 TASTING AUSTRALIA PRESENTED BY RAA TRAVEL



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: Southern Contracting Group Pty Ltd (ACN 153 055 602)
Claim Number: 4554
Location: CT 5381/334, Peake area - approximately 50 km east-southeast of Tailem Bend.
Area: 18.14 hectares approximately
Purpose: Industrial Minerals (Limestone)
Reference: 2022/000484

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 by no later than **28 February 2023**.

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: 16 February 2023

C. ANDREWS
Acting Mining Registrar as delegate for the Minister for Energy and Mining
Department for Energy and Mining

NEW WOMEN'S AND CHILDREN'S HOSPITAL ACT 2022

Notice pursuant to sections 5, 6 and 7

I, CHRIS PICTON, Minister for Health and Wellbeing, give notice:

1. Pursuant to sections 5(a), 6(2) and 7(1)(b) of the *New Women's and Children's Hospital Act 2022*, the Project Site and Support Zones for the New Women's and Children's Hospital are as delineated in GRO Plan G5/2023 deposited in the General Registry Office at Adelaide on 25 January 2023 (**GRO Plan**); and
2. Pursuant to section 6(1) of the *New Women's and Children's Hospital Act 2022*, an estate in fee simple in the land marked "Project Site" in the GRO Plan is vested in the Minister for Health and Wellbeing.

Dated: 9 February 2023

HON CHRIS PICTON MP
Minister for Health and Wellbeing

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 2 February 2023 (Version 2023.2) 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 25 January 2023 and 7 February 2023 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
 - Interface Height
 - Minimum Frontage
 - Minimum Site Area
 - Minimum Primary Street Setback
 - Minimum Side Boundary Setback
 - Future Local Road Widening Setback
 - Site Coverage

C. Overlays

- Affordable Housing
- Character Preservation District
- Future Road Widening
- Hazards (Acid Sulfate Soils)
- Hazards (Bushfire - High Risk)
- Hazards (Bushfire - Medium Risk)
- Hazards (Bushfire - General Risk)
- Hazards (Bushfire - Urban Interface)
- Hazards (Bushfire - Regional)
- Hazards (Bushfire - Outback)
- Heritage Adjacency
- Historic Area
- Limited Dwelling
- Limited Land Division
- Local Heritage Place
- Noise and Air Emissions
- Scenic Quality
- State Heritage Place

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: 10 February 2023

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

PUBLIC FINANCE AND AUDIT ACT 1987

TREASURER'S QUARTERLY STATEMENT

*Summary of the Statement on the Consolidated Account for the Quarters and
3 Months Ended 30 September 2022 and 30 September 2021*

(Prepared on a Cash Basis)

- Three months ended -			- Quarter ended -		
30 September 2022 \$ 000	30 September 2021 \$ 000	Variation \$ 000	30 September 2022 \$ 000	30 September 2021 \$ 000	Variation \$ 000
RECEIPTS					
2,917,121	2,850,837	66,284	2,917,121	2,850,837	66,284
PAYMENTS					
5,207,326	5,407,559	-200,233	5,207,326	5,407,559	-200,233
FINANCING REQUIREMENT					
2,290,205	2,556,722	-266,517	2,290,205	2,556,722	-266,517
CONSOLIDATED ACCOUNT RESULT					
Deficit / - Surplus					
2,290,205	2,556,722	-266,517	2,290,205	2,556,722	-266,517

*Statement of the Receipts and Borrowings on the Consolidated Account
Quarters and 3 Months Ended 30 September 2022 and 30 September 2021*

(Prepared on a Cash Basis)

	Budget 2022-23 \$ 000	- Three months ended -		- Quarter ended -	
		30 September 2022 \$ 000	30 September 2021 \$ 000	30 September 2022 \$ 000	30 September 2021 \$ 000
		RECEIPTS -			
Taxation -					
Commonwealth Places Mirror Tax	32,763	5,936	7,141	5,936	7,141
Gambling	520,175	131,060	26,698	131,060	26,698
Land Tax	573,555	113,487	41,024	113,487	41,024
Payroll Tax	1,805,596	336,646	405,530	336,646	405,530
Stamp Duties	1,827,741	352,853	316,613	352,853	316,613
Total Taxation	4,759,830	939,982	797,006	939,982	797,006
Contributions from State Undertakings	278,357	-	16,560	-	16,560
Fees and Charges	608,835	36,894	107,498	36,894	107,498
Recoveries	111,234	-	24,708	-	24,708
Royalties	385,986	74,272	107,084	74,272	107,084
Commonwealth -					
General Purpose Payments	7,378,211	1,772,164	1,677,759	1,772,164	1,677,759
National Partnership Payments	84,029	23,662	55,720	23,662	55,720
Specific Purpose Payments	225,745	56,436	54,063	56,436	54,063
Total Commonwealth	7,687,985	1,852,262	1,787,542	1,852,262	1,787,542
Other Receipts	136,385	13,711	10,439	13,711	10,439
Total Receipts	13,968,612	2,917,121	2,850,837	2,917,121	2,850,837
FINANCING REQUIREMENT -					
Funds required from South Australian Government Financing Authority	3,070,240	2,290,205	2,556,722	2,290,205	2,556,722
Total Receipts and Borrowings	17,038,852	5,207,326	5,407,559	5,207,326	5,407,559

*Statement of Payments on the Consolidated Account
Quarters and 3 Months Ended 30 September 2022 and 30 September 2021*

(Prepared on a Cash Basis)

	- Three months ended -		- Quarter ended -			
	Budget	30 September	30 September	30 September		30 September
	2022-23	2022	2021	2022		2021
	\$ 000	\$ 000	\$ 000	\$ 000	\$ 000	
PAYMENTS -						
Administered Items for the Attorney-General's Department	51,535	11,613	20,192	11,613	20,192	
Attorney-General's Department	109,934	24,894	42,903	24,894	42,903	
Auditor-General's Department	18,518	4,338	4,852	4,338	4,852	
Commission on Excellence and Innovation in Health	6,049	1,630	1,602	1,630	1,602	
Courts Administration Authority	93,709	19,938	25,242	19,938	25,242	
Defence SA	13,499	3,600	2,998	3,600	2,998	
Department for Child Protection	721,449	237,504	221,752	237,504	221,752	
Department for Correctional Services	370,762	79,272	89,316	79,272	89,316	
Administered Items for the Department for Education	189,683	30,014	43,049	30,014	43,049	
Department for Education	3,224,421	804,807	891,761	804,807	891,761	
Department for Energy and Mining	103,713	25,929	42,305	25,929	42,305	
Administered Items for the Department for Environment and Water	30,937	21,882	17,668	21,882	17,668	
Department for Environment and Water	153,141	50,000	45,000	50,000	45,000	
Administered Items for the Department for Industry, Innovation and Science	13,365	3,342	3,326	3,342	3,326	
Department for Industry, Innovation and Science	382,416	108,046	147,290	108,046	147,290	
Department for Health and Wellbeing	4,814,787	1,335,000	1,176,000	1,335,000	1,176,000	
Administered Items for the Department of Human Services	231,162	132,755	90,000	132,755	90,000	
Department of Human Services	982,620	460,000	422,000	460,000	422,000	
Administered Items for the Department for Infrastructure and Transport	6,293	1,373	1,384	1,373	1,384	
Department for Infrastructure and Transport	1,086,425	261,199	275,894	261,199	275,894	
Administered Items for the Department of the Premier and Cabinet	20,505	15,378	3,224	15,378	3,224	
Department of the Premier and Cabinet	377,085	124,345	129,362	124,345	129,362	
Administered Items for the Department of Primary Industries and Regions	4,393	1,099	1,081	1,099	1,081	
Department of Primary Industries and Regions	105,030	35,012	25,080	35,012	25,080	
Administered Items for the Department for Trade and Investment	951	81	-	81	-	
Department for Trade and Investment	106,640	26,661	9,000	26,661	9,000	
Administered Items for the Department of Treasury and Finance	2,365,934	963,449	1,214,398	963,449	1,214,398	
Department of Treasury and Finance	170,231	100,000	100,000	100,000	100,000	
Administered Items for the Electoral Commission of South Australia	583	326	-	326	-	
Electoral Commission of South Australia	6,195	4,495	5,370	4,495	5,370	
House of Assembly	8,260	2,007	1,974	2,007	1,974	
Administered Items for the Joint Parliamentary Services	3,550	3,550	3,324	3,550	3,324	
Joint Parliamentary Services	13,157	2,956	3,215	2,956	3,215	
Legislative Council	5,926	1,437	1,408	1,437	1,408	
Minister for Tourism	5,701	5,701	5,562	5,701	5,562	
Administered Items for the South Australia Police	67	-	-	-	-	
South Australia Police	955,110	252,525	250,691	252,525	250,691	
South Australian Country Fire Service	750	-	-	-	-	

*Statement of Payments on the Consolidated Account
Quarters and 3 Months Ended 30 September 2022 and 30 September 2021*

(Prepared on a Cash Basis)

	- Three months ended -			- Quarter ended -	
	Budget	30 September	30 September	30 September	30 September
	2022-23	2022	2021	2022	2021
	\$ 000	\$ 000	\$ 000	\$ 000	\$ 000
PAYMENTS -					
South Australian Metropolitan Fire Service	3,750	900	-	900	-
South Australian State Emergency Service	1,000	250	-	250	-
South Australian Tourism Commission	88,530	26,000	20,000	26,000	20,000
State Governor's Establishment	4,476	4,476	3,090	4,476	3,090
Wellbeing SA	20,952	5,647	4,552	5,647	4,552
Payments for which specific appropriation is authorised in various Acts	165,658	13,895	61,694	13,895	61,694
TOTAL PAYMENTS	17,038,852	5,207,326	5,407,559	5,207,326	5,407,559

Effective 1 July 2022, the Department for Innovation and Skills was renamed to the Department for Industry, Innovation and Science.

*Commentary to the Statement of the Amounts Credited to and Issued from the Consolidated Account
for the Quarters Ended 30 September 2022 and 30 September 2021*

Receipts

Taxation

Gambling tax receipts in the September quarter 2022 were higher compared to the corresponding prior year period largely reflecting the timing of gaming machine taxation receipts. Excluding the timing of receipts, underlying collections were higher in the September quarter 2022 compared to the September quarter 2021 largely due to strength in receipts from gaming machines in hotels and clubs.

Land tax receipts in the September quarter 2022 were higher than the corresponding prior year period mainly due to the timing of collections associated with government land tax liabilities.

Payroll tax receipts in the September quarter 2022 were lower than the corresponding prior year period primarily reflecting the timing of collections. The timing of payroll tax collections is impacted, among other things, by relief measures introduced in response to COVID-19.

Stamp duty receipts in the September quarter 2022 were higher than the corresponding prior year period largely due to higher conveyance duty receipts on the transfer of properties, reflecting both an increase in the volume of residential property transactions and the average value of properties transferred. In addition, insurance duty receipts were higher compared to the previous period.

Royalties

Royalty receipts for the September quarter 2022 were lower than the corresponding prior year period mainly due to timing differences. The September quarter 2022 only reflects two months of collections compared to three months of collections recorded in the September quarter 2021.

Commonwealth—General Purpose Payments

Growth in general purpose grant receipts in 2022-23 compared to 2021-22 is not indicative of underlying movements in Goods and Services Tax (GST) revenue. This is because monthly grants are paid according to a payment schedule prepared by the Commonwealth Government rather than actual emerging monthly GST collections.

Based on the growth in the national GST pool and population estimates as well as South Australia's relativity in 2022-23, the Commonwealth Government estimated in its October 2022-23 Budget that South Australia's GST entitlement grant will increase by 11.4 per cent in 2022-23.

Commonwealth—Specific Purpose Payments

No material variances.

Commonwealth—National Partnership Payments

National Partnership Payments received in the September quarter 2022 were lower than the corresponding prior year period mainly due to lower reimbursements for Commonwealth HomeBuilder grants that are being administered by the state on behalf of the Commonwealth Government, partially offset by the receipt of COVID-19 Business Support Payments relating to grants paid to businesses in 2021-22.

Other receipts

Other Receipts for the September quarter 2022 were higher than the corresponding prior year period due to the collection of proceeds from land sales (Department for Industry Innovation and Science and Department for Infrastructure and Transport), offset by the fluctuations of loan repayments for Treasurer's Loans.

Payments

Payments were made pursuant to the *Appropriation Act 2022* and also in accordance with other Acts for which specific appropriation has been authorised. The timing of the payments is based on agreed agency drawdown schedules and may change from period to period based on specific agency requirements.

All appropriations were paid within approved limits established under the various Acts.

Note

The following points should be considered when reviewing the quarterly statement of Consolidated Account transactions:

- Unlike the State Budget which comprises transactions on an accrual basis, the information reflected in the quarterly statement is limited to cash transactions.

- The Consolidated Account does not capture all the transactions undertaken by the general government sector. In particular, it does not record receipts to, and payments from, Agency deposit and special deposit accounts.
- The timing of receipts and payments can fluctuate within a financial year and between financial years. As a result, apparently large movements between quarters or years may only be due to changes in the timing of receipts and payments and therefore may not have consequences for the underlying budget position.

Dated: 6 February 2023

HON. STEPHEN MULLIGHAN MP
Treasurer of South Australia

RETIREMENT VILLAGES ACT 2016

SECTION 5(2)

Exemption from the application of section 57(1)

TAKE NOTICE that I, Chris Picton, Minister for Health and Wellbeing, pursuant to section 5(2) of the *Retirement Villages Act 2016* (the Act), hereby exempt the retirement village Boandik Lodge Inc, operated by Boandik Lodge Incorporated, from the requirements of section 57(1) of the Act, subject to the following conditions:

1. this exemption applies only in respect of:
 - a. the Kentish Court Units (K1 – K8); and
 - b. Units 1, 2 and 4.
2. the exemption with respect to Units 1, 2 and 4 expires on 31 December 2024

Dated: 9 February 2023

HON CHRIS PICTON MP
Minister for Health and Wellbeing

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

**NOTICE OF CONFIRMATION OF ROAD
PROCESS ORDER***Road Closure—Herbert Road, West Croydon*

By Road Process Order made 14 November 2022, the City of Charles Sturt ordered that:

1. Portion of Herbert Road, West Croydon, situated adjoining Allotment 16 in Filed Plan 116728, Hundred of Yatala, more particularly delineated and lettered 'A' in Preliminary Plan 21/0031 be closed.
2. Transfer the whole of the land subject to closure to Alison Louise Bishop and Daniel Thomas Carroll in accordance with the Agreement for Transfer dated 14 November 2022 entered into between the City of Charles Sturt and Alison Louise Bishop and Daniel Thomas Carroll.

On 14 February 2023 that order was confirmed by the Minister for Planning conditionally upon the deposit by the Registrar-General of Deposited Plan 131196 being the authority for the new boundaries.

Pursuant to section 24(5) of the Roads (Opening and Closing) Act 1991, NOTICE of the Order referred to above and its confirmation is hereby given.

Dated: 16 February 2023

B. J. SLAPE
Surveyor-General

2021/19918/01

SOUTH AUSTRALIAN SKILLS ACT 2008

Part 4—Apprenticeships, Traineeships and Training Contracts

PURSUANT to the provision of the *South Australian Skills Act 2008*, the South Australian Skills Commission (SASC) gives notice that determines the following Trades or Declared Vocations in addition to the *Gazette* notices of:

1. 25 Sep 2008	2. 23 Oct 2008	3. 13 Nov 2008	4. 04 Dec 2008	5. 18 Dec 2008	6. 29 Jan 2009
7. 12 Feb 2009	8. 05 Mar 2009	9. 12 Mar 2009	10. 26 Mar 2009	11. 30 Apr 2009	12. 18 Jun 2009
13. 25 Jun 2009	14. 27 Aug 2009	15. 17 Sep 2009	16. 24 Sep 2009	17. 09 Oct 2009	18. 22 Oct 2009
19. 03 Dec 2009	20. 17 Dec 2009	21. 04 Feb 2010	22. 11 Feb 2010	23. 18 Feb 2010	24. 18 Mar 2010
25. 08 Apr 2010	26. 06 May 2010	27. 20 May 2010	28. 03 Jun 2010	29. 17 Jun 2010	30. 24 Jun 2010
31. 08 Jul 2010	32. 09 Sep 2010	33. 23 Sep 2010	34. 04 Nov 2010	35. 25 Nov 2010	36. 16 Dec 2010
37. 23 Dec 2010	38. 17 Mar 2011	39. 07 Apr 2011	40. 21 Apr 2011	41. 19 May 2011	42. 30 Jun 2011
43. 21 Jul 2011	44. 08 Sep 2011	45. 10 Nov 2011	46. 24 Nov 2011	47. 01 Dec 2011	48. 08 Dec 2011
49. 16 Dec 2011	50. 22 Dec 2011	51. 05 Jan 2012	52. 19 Jan 2012	53. 01 Mar 2012	54. 29 Mar 2012
55. 24 May 2012	56. 31 May 2012	57. 07 Jun 2012	58. 14 Jun 2012	59. 21 Jun 2012	60. 28 Jun 2012
61. 05 Jul 2012	62. 12 Jul 2012	63. 19 Jul 2012	64. 02 Aug 2012	65. 09 Aug 2012	66. 30 Aug 2012
67. 13 Sep 2012	68. 04 Oct 2012	69. 18 Oct 2012	70. 25 Oct 2012	71. 08 Nov 2012	72. 29 Nov 2012
73. 13 Dec 2012	74. 25 Jan 2013	75. 06 Feb 2013	76. 14 Feb 2013	77. 21 Feb 2013	78. 28 Feb 2013
79. 07 Mar 2013	80. 14 Mar 2013	81. 21 Mar 2013	82. 28 Mar 2013	83. 26 Apr 2013	84. 23 May 2013
85. 30 May 2013	86. 13 Jun 2013	87. 20 Jun 2013	88. 11 Jul 2013	89. 01 Aug 2013	90. 08 Aug 2013
91. 15 Aug 2013	92. 29 Aug 2013	93. 12 Jun 2014	94. 28 Aug 2014	95. 04 Sep 2014	96. 16 Oct 2014
97. 23 Oct 2014	98. 05 Feb 2015	99. 26 Mar 2015	100. 07 Apr 2015	101. 16 Apr 2015	102. 27 May 2015

103. 18 Jun 2015	104. 03 Dec 2015	105. 30 Jun 2016	106. 28 Jul 2016	107. 08 Sep 2016	108. 22 Sep 2016
109. 27 Oct 2016	110. 01 Dec 2016	111. 15 Dec 2016	112. 07 Mar 2017	113. 21 Mar 2017	114. 23 May 2017
115. 13 Jun 2017	116. 18 Jul 2017	117. 19 Sep 2017	118. 26 Sep 2017	119. 17 Oct 2017	120. 03 Jan 2018
121. 23 Jan 2018	122. 14 Mar 2018	123. 14 Jun 2018	124. 05 Jul 2018	125. 02 Aug 2018	126. 09 Aug 2018
127. 16 Aug 2018	128. 30 Aug 2018	129. 27 Sep 2018	130. 04 Oct 2018	131. 18 Oct 2018	132. 01 Nov 2018
133. 15 Nov 2018	134. 22 Nov 2018	135. 29 Nov 2018	136. 06 Dec 2018	137. 20 Dec 2018	138. 24 Jan 2019
139. 14 Feb 2019	140. 30 May 2019	141. 06 Jun 2019	142. 13 Jun 2019	143. 20 Jun 2019	144. 27 Jun 2019
145. 11 Jul 2019	146. 08 Aug 2019	147. 22 Aug 2019	148. 12 Sep 2019	149. 19 Sep 2019	150. 14 Nov 2019
151. 28 Nov 2019	152. 12 Dec 2019	153. 19 Dec 2019	154. 23 Jan 2020	155. 27 Feb 2020	156. 21 Apr 2020
157. 25 Jun 2020	158. 10 Sep 2020	159. 17 Sep 2020	160. 08 Oct 2020	161. 29 Oct 2020	162. 05 Nov 2020
163. 10 Dec 2020	164. 17 Dec 2020	165. 24 Dec 2020	166. 21 Jan 2021	167. 11 Feb 2021	168. 25 Feb 2021
169. 25 Mar 2021	170. 01 Apr 2021	171. 08 Apr 2021	172. 06 May 2021	173. 10 Jun 2021	174. 01 Jul 2021
175. 12 Aug 2021	176. 16 Sep 2021	177. 23 Sep 2021	178. 30 Sep 2021	179. 14 Oct 2021	180. 21 Oct 2021
181. 09 Nov 2021	182. 02 Dec 2021	183. 23 Dec 2021	184. 24 Feb 2022	185. 10 Mar 2022	186. 24 Mar 2022
187. 12 May 2022	188. 16 Jun 2022	189. 23 Jun 2022	190. 11 Aug 2022	191. 25 Aug 2022	192. 27 Oct 2022
193. 22 Dec 2022	194. 26 Jan 2023	195. 16 Feb 2023			

TRADES OR DECLARED VOCATIONS AND REQUIRED QUALIFICATIONS AND TRAINING CONTRACT CONDITIONS FOR THE AGRICULTURE, HORTICULTURE AND CONSERVATION AND LAND MANAGEMENT (AHC), FOOD, BEVERAGE AND PHARMACEUTICAL (FBP), FOREST AND WOOD PRODUCTS (FWP), LABORATORY OPERATIONS (MSL), TEXTILES, CLOTHING AND FOOTWEAR (MST) TRAINING PACKAGE/S

*Trade/ #Declared Vocation/ Other Occupation	Qualification Code	Qualification Title	Nominal Term of Training Contract	Probationary Period	Supervision Level Rating
Environment Worker #	AHC60422	Advanced Diploma of Conservation and Ecosystem Management	48	90	Medium
Forest Products Operators #	FWP30622	Certificate III in Timber Building Products Supply	24	60	Medium
General Foods Processing #	FBP20122	Certificate II in Food Processing	18	60	Low
Laboratory Technician #	MSL30122	Certificate III in Laboratory Skills	24	60	Medium
Laboratory Technician #	MSL40122	Certificate IV in Laboratory Techniques	36	90	High
Laboratory Technician #	MSL50122	Diploma of Laboratory Technology	48	90	High
Leading Hand - Dry Cleaning #	MST30922	Certificate III in Dry Cleaning Operations	36	90	Low
Technical Officer #	MSL60122	Advanced Diploma of Laboratory Management	24	60	Medium

Dated: 16 February 2023

JOHN EVANGELISTA
Director, Traineeship and Apprenticeship Services

SUMMARY OFFENCES ACT 1953

DECLARED PUBLIC PRECINCTS

Notice of Ministerial Declaration

I, KYAM MAHER, Attorney-General in the State of South Australia, being the Minister responsible for the administration of Part 14B – Declared Public Precincts of the *Summary Offences Act 1953*, **DO HEREBY DECLARE** pursuant to the provisions of section 66N of the said Act that the area, comprised of more than one public place in the suburb of Adelaide, within the following boundaries:

- eastern boundary of King William Street from southern boundary of Grenfell Street to northern boundary of North Terrace
- northern boundary of North Terrace from eastern boundary of King William Street to northern boundary of Botanic Road
- northern boundary of Botanic Road from northern boundary of North Terrace to eastern boundary of Dequetteville Terrace
- eastern boundary of Dequetteville Terrace from northern boundary of Botanic Road to southern boundary of Bartels Road
- southern boundary of Bartels Road from eastern boundary of Dequetteville Terrace to southern boundary of Pirie Street
- southern boundary of Pirie Street from southern boundary of Bartels Road to western boundary of Pulteney Street
- western boundary of Pulteney Street from southern boundary of Pirie Street to southern boundary of Grenfell Street
- southern boundary of Grenfell Street from western boundary of Pulteney Street to eastern boundary of King William Street

be a declared public precinct for a period of 12 hours from 6:00pm on each night commencing on Friday 17 February 2023 and reoccurring for each described day and time of the week until declared otherwise or until 6:00am on Monday 20 March 2023, whichever occurs sooner.

I am satisfied that there is, during the periods specified in this declaration, a reasonable likelihood of conduct posing a risk to public order and safety in the area specified.

I am satisfied that the inclusion of each public place in the area is reasonable having regard to that identified risk.

Dated: 7 February 2023

HON KYAM MAHER MLC
Attorney-General

LOCAL GOVERNMENT INSTRUMENTS

CITY OF BURNSIDE

LOCAL GOVERNMENT ACT 1999

Council Member Office Vacancy

Notice is hereby given in accordance with section 54(6) of the *Local Government Act 1999*, that a vacancy has occurred in the office of Councillor for Eastwood and Glenunga Ward, due to the operation of Section 54(1)(h) of the *Local Government Act 1999* and the loss of office of Councillor Edward (Ted) Jennings, to take effect from 20 January 2023.

Dated: 16 February 2023

C. COWLEY
Chief Executive Officer

CITY OF CAMPBELLTOWN

LOCAL GOVERNMENT ACT 1999

Casual Vacancy

Notice is given in accordance with section 54(6) of the *Local Government Act 1999*, that a vacancy has occurred in an office of Councillor for Woodforde Ward, due to the operation of section 54(1)(h) of the *Local Government Act 1999* through the loss of office by Councillor Therese Britton-La Salle, with effect from 13 January 2023.

Dated: 16 February 2023

PAUL DI IULIO
Chief Executive Officer

CITY OF PORT ADELAIDE ENFIELD

LOCAL GOVERNMENT ACT 1999

Loss of Office of Councillors

NOTICE is given in accordance with section 54(6) of the *Local Government Act 1999* that a vacancy has occurred in the office of Parks Ward Councillor, Councillor Wasim Saeed and Port Adelaide Ward Councillors, Councillor Joost den Hartog and Councillor Steve Vines, due to the operation of section 54(1)(h) of the *Local Government Act 1999*, effective 19 January 2023.

Dated: 16 February 2023

A Dickson
Acting Chief Executive Officer

CITY OF PROSPECT

LOCAL GOVERNMENT ACT 1999

Casual Vacancy

Pursuant to Section 54(6) of the *Local Government Act 1999* (SA), City of Prospect gives notice that a casual vacancy has occurred in the office of Mayor.

Members of Council are advised of this vacancy at its next meeting being a Special Meeting to be convened at 5:30pm on 14 February 2023 at 128 Prospect Road, Prospect.

Dated: 16 February 2023

CHRIS WHITE
Chief Executive Officer

CITY OF TEA TREE GULLY

LOCAL GOVERNMENT ACT 1999

Removal of Councillor from Office

NOTICE is given in accordance with section 54(6) of the *Local Government Act 1999* that a vacancy has occurred in the office of Pedare Ward Councillor effective from 20 January 2023. The office of Councillor Tammie Sinclair has become vacant pursuant to section 54(1)(h) due to failure to submit a return under Part 14 of the *Local Government (Elections) Act 1999* before the expiration of one month from the end of the period allowed under that Act for the submission of the return.

Dated: 16 February 2023

R. MCMAHON
Chief Executive Officer

CITY OF WHYALLA

WATER INDUSTRY ACT 2012

Standard Terms and Conditions for the Supply of Drinking Water to Fitzgerald Bay

Notice is hereby given, in accordance with Section 36(2) of the *Water Industry Act 2012*, the Council adopted the 'Standard Terms and Conditions for the Supply of Drinking Water to Fitzgerald Bay' at the meeting held on 23 January 2023, in relation to charging for water supplied to the shacks/dwellings/premises at Black Oak Cove, Fitzgerald Bay, South Australia. These standard terms and conditions will come into force on 1 April 2023.

1. THE PARTIES

1.1 These **terms and conditions** apply to:

The Corporation of the City of Whyalla (ABN 44 753 313 064) of PO Box 126, WHYALLA SA 5600 (referred to as “we”, “our”, or “us”); and

Any **Customer** as defined in the Act receiving the supply of a **water retail service** in Fitzgerald Bay (referred to as “you” or “your”)

2. DEFINITIONS

2.1 Words appearing in **bold** type like this are defined in Schedule 1 to these **terms and conditions**.

3. SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS

3.1 These **terms and conditions** 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**.

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 these **terms and conditions**.

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 these **terms and conditions** 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 these **terms and conditions** take effect; or
- (c) prior to the commencement of these **terms and conditions**, 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 these **terms and conditions** take 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 these **terms and conditions** in accordance with **applicable regulatory instruments**.

6. COMMENCEMENT

6.1 If you are an existing **customer**, these **terms and conditions** 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, these **terms and conditions** 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, these **terms and conditions** will start on the day following the termination of that statutory charging arrangement.

6.4 If you are a new **customer**, these **terms and conditions** 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** and clause 6.2 or 6.3 does not apply to you, these **terms and conditions** starts upon transfer of ownership of that **supply address** to you.

7. TERMINATION

7.1 These **terms and conditions** will cease to apply if:

- (a) the supply of the **water retail service** to your **supply address** has been disconnected in accordance with other provisions of these **terms and conditions** 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**; 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 All rights and obligations accrued before the **terms and conditions** ceased to apply continue, including your obligation to pay any amounts due to us.

7.3 Your right to dispute a bill under clause 17 and recover amounts we have overcharged you in accordance with clause 19 continue despite the **terms and conditions** ceasing to apply.

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 arrange for all infrastructure, on your side of the **connection point** to be properly maintained (which includes ensuring any work to be undertaken is done so by an appropriately licensed plumber)
 - (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 arrange for that **infrastructure** to be installed in compliance with any **applicable regulatory instruments** and by an appropriately licensed plumber.
 - (c) Once installed you will provide a site map showing location of the meter, and
 - (d) Keep the meter clear of vegetation and other hazards.
- 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 these **terms and conditions** 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 (whyalla.sa.gov.au).
- 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 these **terms and conditions** may be stated to be exclusive or inclusive of GST. Clause 10.3(b) applies unless an amount is stated to include GST.
 - (b) Where an amount paid by you under these **terms and conditions** 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 to 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 these **terms and conditions** 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 BPay, or
 - (d) by **Centrepay** (for residential customers).
- 13.2 If you pay us by cheque 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 flexible 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 flexible payment options:
- (a) a system or arrangement under which a **residential customer** may make payments in advance towards future bills;
 - (b) an interest 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 our **residential customers** only.
- 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 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 Where 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 25.
- 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 Where you have been undercharged we will inform you and we may recover from you any amount you have been undercharged.
- 18.2 Where 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 flexible 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) these **terms and conditions** relating to non-payment of bills, payment plans and providing 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) in the event of 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 these **terms and conditions**.
- (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) If we need to reclassify your **water retail service** from drinking water to non-drinking water or vice versa, we will do so only in accordance with **applicable regulatory instruments** and notify you immediately if reclassification is to occur.

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 the provision of additional on-site **water** infrastructure. You are responsible for arranging and covering the costs of such additional onsite **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 these **terms and conditions**, 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, these **terms and conditions** 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 these **terms and conditions**. For existing **customers**, we will advise you on commencement of these **terms and conditions**. For new **customers** we will advise you upon assessment of an application by you for a **water retail service** under these **terms and conditions**.

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 where:
 - (i) you have not paid a bill or bills within the required timeframes;
 - (ii) you have not agreed to an offer of a flexible 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 flexible 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 outline 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 255; 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 where:
 - (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**;
 - (iii) 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 outline 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 Subject to any **applicable regulatory instruments** that prohibit disconnection, we may only 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, subject to any **applicable regulatory instruments** that prohibit disconnection, arrange the 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 or the Roxby Downs (Indenture Ratification) Act 1982 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) 8640 3444** or Email council@whvallsa.gov.au
 - 28.2 You may make a complaint to us regarding our services or compliance with these **terms and conditions**. We will address your complaint in the manner set out in our procedures for the management and resolution of **customer** enquiries and disputes.

- 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 these **terms and conditions** due to the occurrence of a **force majeure event**:
- (a) the obligations of the party under these **terms and conditions**, 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
- (b) 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 these **terms and conditions** 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 these **terms and conditions**.
- 32.2 Referral of Our Obligations
Some obligations placed on us under these **terms and conditions** may be carried out by others engaged by us to perform the obligations on our behalf.
- 32.3 Amending these **terms and conditions**
These **terms and conditions** may only be amended in accordance with the **Code**. We will publish any amendments to these **terms and conditions** on our website.
- 32.4 The **Code**
If the **Code** grants us a right which may be included in these **terms and conditions**, our rights under these **terms and conditions** are deemed to include such a right.
- 33. FIRST SCHEDULE**
- The following words have the attributed meaning for the purposes of these **Terms and Conditions**.
- | | |
|-----------------------------------|---|
| Act | means the <i>Water Industry Act 2012 (SA)</i> as amended from time to time. |
| Applicable Regulatory Instruments | means any Act (including without limitation, the Act) or regulatory instrument made under an Act (including without limitation, the Regulations), or the Code or any other industry code, guideline, or other regulatory instrument issued by ESCOSA 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). <i>The Local Government Act 1999/Roxby Downs Indenture Ratification Act 1982</i> allows us to recover this availability charge from you where our water 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 customers whereby bills may be paid as regular deductions from the customer's government welfare payments. |
| Code | means the Water Retail Code – Minor and Intermediate Retailers published by ESCOSA as amended from time to time. |

Connection Point	means, in respect of a water retail service , the outlet of the meter at your supply address which then connects to the water reticulation network or, in respect of the dual reticulation recycled water service , the outlet of the meter at your supply address which then connects to the dual reticulation recycled water network .
Customer	means a customer as defined under section 4 of the Act.
Designated Dual Reticulation Area	means the area where we provide a dual reticulation recycled water service as published on our website from time to time.
Dual Reticulation Recycled Water Network	means our system of water mains and service pipes for the provision of recycled water to 2 or more locations in the State.
Dual Reticulation Recycled Water Service	means, in relation to the designated dual reticulation area only, the service of providing recycled water to your supply address using our dual reticulation recycled water network .
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 Fees & Charges register.
Price List	means the fees and charges schedule published by us on our website and in the Gazette and may be amended from time to time.
Financial Hardship	means a situation defined by reasonable assessment by us as a customer 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 Act.
Meter	means the device and associated equipment owned by us used to measure the use of water or recycled water of a property.
Minister	means the Minister for Water and the River Murray.
Network	means in respect of the water retail service , the water reticulation network or the dual reticulation recycled water network (as the case may be).
Non-standard Water Retail Service	means a water retail service we may provide to customers on terms and conditions other than that set out in these terms and conditions , but such services do not include a water retail service provided to customers with special characteristics as described in clause 22.3.
Non-residential Customer	means a customer other than a residential customer .
Recycled Water	means dual reticulation recycled water 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 customer as a dual reticulation recycled water service .
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 ESCOSA
Residential Customer	means a customer 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 but 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.
Terms and Conditions	means these terms and conditions which has been approved by ESCOSA under clause 2.1 of the Code.
Water	includes desalinated water and water that may include any material or impurities, but does not include recycled water or sewage .
Water Restrictions	means limitations on water or recycled water use proclaimed by the Minister from time to time.
Water Retail Service	means a service constituted by the collection, storage, production, treatment, conveyance, reticulation or supply of water ; 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 water mains and service pipes for the provision of water to 2 or more locations in the State.

34. SCHEDULE 2 – SPECIAL CHARACTERISTICS

Not applicable

These terms and conditions were duly presented and passed at a meeting of The Whyalla City Council held on 23 January 2023 by an absolute majority of the members of the time being constituting the Council, there being at least two thirds of the members present.

Dated: 23 January 2023

JUSTIN COMMONS
Chief Executive Officer

DISTRICT COUNCIL OF CEDUNA

LOCAL GOVERNMENT ACT 1999

Notice of Vacancy in the Office of Member of Council

NOTICE is hereby given in accordance with section 54(6) of the *Local Government Act 1999* that the office of Area Councillor of the District Council of Ceduna, formerly occupied by Michele Jacobsen, became vacant by operation of section 54(1)(h) of the *Local Government Act 1999*, on 20 January 2023.

Dated: 16 February 2023

Timothy Coote
Chief Executive Officer

DISTRICT COUNCIL OF FRANKLIN HARBOUR

LOCAL GOVERNMENT ACT 1999

By-Law No. 2 of 2023—Local Government Land By-Law 2023

A By-law to 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 2023* and is By-law No. 2 of the District Council of Franklin Harbour.

2. Authorising law

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

3. Purpose

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

- 3.1 to prevent and mitigate nuisances;
- 3.2 to prevent damage to Local Government land;
- 3.3 to protect the convenience, comfort and safety of members of the public;
- 3.4 to enhance the amenity of the Council area; and
- 3.5 for the good rule and government of the 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 operation¹:

4.1.1 By-Law No. 2 Local Government Land 2010.²

4.2 This By-law will expire on 1 January 2031.³

5. Application

5.1 This By-law operates subject to the Council's *Permits and Penalties By-law 2023*.

5.2 Subject to clauses 5.3, this By-law applies throughout the Council area.

5.3 Clauses 9.2 and 10.7.3 of this By-law only apply in such part or parts of the Council area as the Council may, by resolution direct in accordance with section 246(3)(e) of the Act.

6. Interpretation

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

- 6.1 **Act** means the *Local Government Act 1999*;
- 6.2 **animal or animals** includes birds and insects but does not include a dog;
- 6.3 **boat** includes a raft, pontoon or personal watercraft or other similar device;
- 6.4 **camp** includes setting up a camp, or causing a tent, caravan or motor home to remain on the land for the purpose of staying overnight, whether or not any person is in attendance or sleeps on the land;
- 6.5 **children's playground** means an enclosed area in which there is equipment or other devices installed for the purpose of children's play (or within [3] metres of such devices if there is no enclosed area);
- 6.6 **Council** means District Council of Franklin Harbour;
- 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 2021*;
- 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 which:
- (a) after the contents of the container have been sealed at the time of manufacture -
- (i) being a bottle, it has had its cap, cork or top removed (whether or not it has since been replaced);
- (ii) being a can, it has been opened or punctured;
- (iii) being a cask, it has had its tap placed in a position to allow it to be used;

- (iv) 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
 - (v) is a flask, glass, mug or other container able to contain liquid.
- 6.15 **tobacco product** has the same meaning as in the *Tobacco and E-Cigarette Products Act 1997*;
- 6.16 **vehicle** has the same meaning as in the *Road Traffic Act 1961*;
- 6.17 **waters** includes a body of water, including a pond, lake, river, creek or wetlands under the care, control and management of the Council.

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 clause 7.1;
- 8.2 where entry fees or charges are payable, without paying those fees or charges; or
- 8.3 where the land has been enclosed by fences and/or walls and gates that have been closed and locked.

PART 3 – USE OF LOCAL GOVERNMENT LAND

9. Activities requiring permission

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

9.1 Advertising

Subject to clause 14.2, display, paint or erect any sign 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 paragraph applies.

9.3 *Amplification*

Use an amplifier or other mechanical or electrical device for the purpose of broadcasting sound, or magnifying sound, to an audience.

9.4 *Animals*

9.4.1 On Local Government land other than the foreshore:

- (a) cause or allow an animal to stray onto, move over, graze or be left unattended on Local Government land; or
- (b) cause or allow an animal to enter, swim, bathe or remain in any waters located on Local Government land; or
- (c) lead, herd 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.

9.4.2 On Local Government land comprising the foreshore:

- (a) cause or allow a sheep, cow, goat or horse to enter, swim, bathe or remain in any waters; or
- (b) 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:

- (a) using that land; or
- (b) occupying nearby premises,

by making a noise or creating a disturbance.

9.6 *Attachments*

Subject to clause 14.2, attach anything to a tree, plant, equipment, fence, post, structure or fixture on Local Government land.

9.7 *Bees*

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

9.8 *Boats*

Subject to the provisions of the *Harbors and Navigation Act 1993*:

9.8.1 launch or retrieve a boat other than from a boat ramp or thoroughfare constructed and set aside by the Council for that purpose.

9.9 *Buildings*

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

9.10 *Burials and Memorials*

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

9.10.2 Erect any memorial.

9.11 *Camping and Tents*

9.11.1 Subject to clause 9.11.2, erect a tent or other structure of calico, canvas, plastic or similar material as a place of habitation.

9.11.2 Camp or sleep overnight except:

- (a) where a person is in a caravan park on Local Government land, the proprietor of which has been given permission to operate the caravan park on that land; or
- (b) in any camping ground established and set aside by the Council for that purpose.

9.12 *Canvassing*

Convey any advertising, religious or other message to any bystander, passer-by or other.

9.13 *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.

9.14 *Distribution*

Subject to clause 14.2, place on a vehicle (without the consent of the owner of the vehicle), or give out or distribute any hand bill, book, notice, leaflet, or other printed matter to any bystander, passer-by or other person.

9.15 *Donations*

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

9.16 *Equipment*

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

9.17 *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 [4] metres.

9.18 *Fireworks*

Ignite or discharge 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 damage, pick, disturb, interfere with or remove any plant or flower thereon;
- 9.19.2 cause or allow an animal 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 marine creature or the eggs or young of any animal, bird or marine creature;
- 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 marine creature; or
- 9.19.8 burn any timber or dead wood.

9.20 *Foreshore*

On Local Government land comprising the foreshore:

- 9.20.1 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;
- 9.20.2 launch or retrieve a boat from the foreshore without using a boat ramp or thoroughfare constructed or set aside by the Council for that purpose;
- 9.20.3 allow a vehicle to remain stationary on a boat ramp longer than is necessary to launch or retrieve a boat.

9.21 *Games*

- 9.21.1 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.

9.22 *Litter*

- 9.22.1 Throw, cast, place, deposit or leave any rubbish, dirt or refuse of any kind whatsoever except in a garbage container provided for that purpose.
- 9.22.2 Deposit any soil, clay, stone, gravel, green waste or other putrescible waste or any other matter.

9.23 *Marine Life*

Introduce any marine life to any waters located on Local Government land.

9.24 *Overhanging Articles or Displaying Personal Items*

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

9.25 *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 adjacent to the playing area.

9.26 *Pontoons*

Install or maintain a pontoon or jetty in any waters.

9.27 *Posting of Bills*

Subject to clause 14.2, post or allow or cause to be posted any bills, advertisements or other papers or items on a building or structure on Local Government land or in a public place.

9.28 *Preaching*

Preach, harangue or solicit for religious purposes.

9.29 *Ropes*

Place a buoy, cable, chain, hawser, rope or net in or across any waters.

9.30 *Trading*

Sell, buy, offer or display anything for sale.

9.31 *Vehicles*

9.31.1 Drive or propel a vehicle except on an area or road constructed and identified by the Council for that purpose, by means of signs, devices or fencing and the like.

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.

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 *Interference with Land*

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

- 10.3.1 Altering the construction or arrangement of the land to permit or facilitate access from an adjacent property;
- 10.3.2 erecting or installing a structure in, on, across, under or over the land;
- 10.3.3 changing or interfering with the construction, arrangement or materials of the land;
- 10.3.4 planting a tree or other vegetation on the land, interfering with the vegetation on the land or removing vegetation from the land; or
- 10.3.5 otherwise use the land in a manner contrary to the purpose for which the land was designed to be used.

10.4 *Interference with Permitted Use*

Interrupt, disrupt or interfere with any other person's use of Local Government land which is permitted or for which permission has been granted.

10.5 *Nuisance*

Behave in such a manner as to cause discomfort, inconvenience, annoyance or offence to any other person.

10.6 *Playing games*

Play or practise a game:

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

10.6.2 in any area where a sign indicates that the game is prohibited.

10.7 *Smoking*

Smoke, hold or otherwise have control over an ignited tobacco product:

10.7.1 in any building;

10.7.2 in any children's playground; or

10.7.3 on any land to which the Council has determined this subclause applies.

10.8 *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.

10.9 *Public Conveniences*

In any public convenience on Local Government land:

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

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

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

10.9.4 subject to clause 10.9.5, enter a public convenience unless the person is of the gender indicated in writing or on a sign located on the public convenience

10.9.5 Clause 10.9.4 does not apply -

10.9.5.1 in a genuine emergency; or

10.9.5.2 to a vulnerable person being assisted by the vulnerable person's caregiver, parent or guardian; or

10.9.5.3 to a person that is intersex, transgender or gender diverse; or

10.9.5.4 to a person with a disability; or

10.9.5.5 to a person assisting a person with a disability.

10.10 *Solicitation*

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

10.11 *Waste*

10.11.1 Deposit or leave thereon:

- (a) anything obnoxious or offensive;
- (b) any offal, dead animal, dung or filth; or
- (c) any mineral, mineral waste, industrial waste or bi-products.

10.11.2 Foul or pollute any waters situated thereon.

10.11.3 Deposit any rubbish other than in receptacles provided by the Council for that purpose.

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

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 recover its costs of any action taken under section 262(3) of the Act from the person to whom the order was directed.

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 a police officer, emergency worker, Council officer or employee acting in the course and within the scope of that person's normal duties, or to a contractor while performing work for the Council and while acting under the supervision of a Council officer.
- 14.2 The restrictions in clauses 9.1, 9.6, 9.14 and 9.27 of this By-law do not apply to electoral matter authorised by a candidate and which is:
- 14.2.1 related to a Commonwealth or State election and occurs during the period commencing on the issue of the writ or writs for the election and ending at the close of polls on polling day; or
- 14.2.2 related to an election under the Act or the *Local Government (Elections) Act 1999* and occurs during the period commencing four weeks immediately before the date that has been set (either by or under either Act) for polling day and ending at the close of voting on polling day; or
- 14.2.3 related to, and occurs during the course of and for the purpose of a referendum.

This By-law was duly made and passed at a meeting of the District Council of Franklin Harbour held on the 8th February 2023 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

Dated: 10 February 2023

SHANE GILL
Chief Executive Officer

REGIONAL COUNCIL OF GOYDER

LOCAL GOVERNMENT ACT 1999

Casual Vacancy

Notice is hereby given that Regional Council of Goyder pursuant to Section 54 (1) (h) of the *Local Government Act 1999* declares a casual vacancy in the office of Councillor for Eudunda Ward, due to the failure to submit under Part 14 of the *Local Government (Elections) Act 1999* before the expiration of one month from the end of the period allowed under that Act for the submission of the return, by Councillor Judith Ann Partington.

Dated: 13 February 2023

DAVID J. STEVENSON
Chief Executive Officer

DISTRICT COUNCIL OF MOUNT REMARKABLE

LOCAL GOVERNMENT ACT 1999

Notice of Vacancy in the Office of Member of Council

NOTICE is hereby given in accordance with Section 54(6) of the *Local Government Act 1999* that the office of Councillor for the Telowie Ward of the District Council of Mount Remarkable, formerly occupied by Phillip Michael Heaslip, became vacant by operation of section 54(1)(h) of the *Local Government Act 1999* on 9 February 2023.

Dated: 16 February 2023

SAM JOHNSON OAM
Chief Executive Officer

RENMARK PARINGA COUNCIL

ROADS (OPENING AND CLOSING) ACT 1991

Road Closing—Government Road, Renmark West

NOTICE is hereby given, pursuant to Section 10 of the *Roads (Opening and Closing) Act 1991* that the Renmark Paringa Council proposes to make a Road Process Order to close and retain a portion of Government Road adjoining Allotment 11 on D8435, Renmark West, more particularly delineated and lettered 'A' on Preliminary Plan 23/0004.

The Preliminary Plan and statement of persons affected is available for public inspection at the offices of the Renmark Paringa Council, 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.

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 Renmark Paringa Council, PO Box 730, Renmark SA 5341, WITHIN 28 DAYS OF THIS NOTICE, and a copy must be forwarded to the Surveyor-General at PO Box 1815, Adelaide 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Dated: 9 February 2023

TONY SIVIOUR
Chief Executive Officer

DISTRICT COUNCIL OF TUMBY BAY

LOCAL GOVERNMENT ACT 1999

Notice of Vacancies in the Offices of Member of Council

NOTICE is hereby given in accordance with section 54(6) of the *Local Government Act 1999* that a vacancy has occurred in the office of Mayor, Mayor Geoffrey Churchett, of The District Council of Tumby Bay, by operation of section 54(1)(h) of the *Local Government Act 1999* effective 12 January 2023.

Dated: 16 February 2023

R. HAYES
Chief Executive Officer

WAKEFIELD REGIONAL COUNCIL

ROADS (OPENING AND CLOSING) ACT 1991

Road Closing—Bridge Road, Balaklava

Notice is hereby given, pursuant to section 10 of the *Roads (Opening and Closing) Act 1991*, that the Wakefield Regional Council proposes to make a Road Process Order to close and retain for Council purposes, portion of Bridge Road, Balaklava as delineated and lettered 'A' on the Preliminary Plan PP 23/0003.

A copy of the plan and a statement of persons affected are available for public inspection at the Council Office at Scotland Place, Balaklava, and the Adelaide Office of the Surveyor-General during normal office hours. The Preliminary Plan may also be viewed at 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 Council at Scotland Place, Balaklava **within 28 days of this notice** and a copy must be forwarded to the Surveyor-General at GPO Box 1815 Adelaide 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Dated: 16 February 2023

ANDREW MACDONALD
Chief Executive Officer

PUBLIC NOTICES

TRUSTEE ACT 1936

PUBLIC TRUSTEE

Estates of Deceased Persons

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

DUDJONS Inge Martha late of South Terrace Jamestown Retired School Teacher who died 1 June 2022
DUNN Margaret late of 7 Shackleton Avenue Ingle Farm Retired Kitchen Hand who died 22 September 2022
ELDRIDGE Ian late of 11-15 Hollywood Boulevard Salisbury Downs Retired Master Plumber who died 14 September 2022
EWERS Jennifer Joy late of 333 Marion Road North Plympton Retired Book Keeper who died 10 August 2022
GEBLER Walter Wolfgang late of 20 Kleinschmidt Road Lobethal Retired Baker who died 12 May 2022
HODGKISON Dennis Roy late of 2 Leighton Avenue Klemzig Retired Public Servant who died 8 October 2022
KOSKI John Colin late of 2-16 Cardigan Street Angle Park Retired Forestry Officer and Linesman who died 2 September 2022
WEAR Marie Joy late of 53 Austral Terrace Morphettville Of no occupation who died 2 September 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 17 March 2023 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: 16 February 2023

N. S. RANTANEN
Public Trustee

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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