



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ADELAIDE, THURSDAY, 11 MARCH 2021

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

GOVERNOR'S INSTRUMENTS

ACTS

Department of the Premier and Cabinet
Adelaide, 11 March 2021

His Excellency the Governor directs it to be notified for general information that he has in the name and on behalf of Her Majesty The Queen, this day assented to the undermentioned Acts passed by the Legislative Council and House of Assembly in Parliament assembled, viz.:

No. 7 of 2021—Termination of Pregnancy Act 2021

An Act to reform the law relating to pregnancy terminations, to regulate the conduct of health practitioners in relation to pregnancy terminations and to make related amendments to the Criminal Law Consolidation Act 1935 and the Intervention Orders (Prevention of Abuse) Act 2009

No. 8 of 2021—Motor Vehicles (Motor Bike Driver Licensing) Amendment Act 2021

An Act to amend the Motor Vehicles Act 1959

No. 9 of 2021—Statutes Amendment (National Energy Laws) (Stand-Alone Power Systems) Act 2021

An Act to amend the National Electricity (South Australia) Act 1996 and the National Energy Retail Law (South Australia) Act 2011

By command,

STEVEN SPENCE MARSHALL
Premier

APPOINTMENTS

Department of the Premier and Cabinet
Adelaide, 11 March 2021

His Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Teachers Registration Board of South Australia, pursuant to the provisions of the Teachers Registration and Standards Act 2004:

Member: from 31 March 2021 until 30 June 2021

Jane Diane Lomax-Smith

Bernadine Mary Bourne

Fiona Elizabeth Brady

Kate Cameron

Patricia Dorothy Cavanagh

Julie Ann Clark

David Richard Hugh Coulter

Lisa Jane Dwiar

Marina Faye Elliott

David Wayne Freeman

Joanne Marie Hill

Lynda Maree MacLeod

Colleen Anne Maria Tomlian

Bruno Benito Veceli

Melissa Jane White

Robert Charles Woodbury

Deputy Member: from 31 March 2021 until 30 June 2021

Meredith Faye Beck (Deputy to MacLeod)

David Rocco Antonio Caruso (Deputy to Brady)

Michael James Francis (Deputy to Bourne)

Leona Gayle Graham (Deputy to Dwiar)

Christine Dianne Harford (Deputy to White)

Anthony John Haskell (Deputy to Freeman)

Michael Desmond Kenny (Deputy to Veceli)

Ian Stuart Lamb (Deputy to Elliott)

Marian Margaret Nayda (Deputy to Coulter)

Karen Jean Roberts (Deputy to Cavanagh)

Shoma Roy (Deputy to Hill)

Monique Patricia Ruth Russell (Deputy to Cameron)

Peter Christopher Ryan (Deputy to Woodbury)

Geeta Verma (Deputy to Tomlian)

Victoria Whittington (Deputy to Clark)

Presiding Member: from 31 March 2021 until 30 June 2021

Jane Diane Lomax-Smith

By command,

STEVEN SPENCE MARSHALL
Premier

Department of the Premier and Cabinet
Adelaide, 11 March 2021

His Excellency the Governor in Executive Council has been pleased to appoint Ian Overton to the position of Chief Executive, Green Industries SA for a term of three years commencing on 12 March 2021 and expiring on 11 March 2024 - pursuant to the Green Industries SA Act 2004.

By command,

STEVEN SPENCE MARSHALL
Premier

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Department of the Premier and Cabinet
Adelaide, 11 March 2021

His Excellency the Governor in Executive Council has been pleased to appoint the people listed as Commissioners of the South Australian Employment Tribunal for the terms specified - pursuant to the provisions of the South Australian Employment Tribunal Act 2014.

Appointed on a full-time basis commencing on 1 June 2021 and expiring on 31 May 2024

Darryl Sydney Willson

Appointed on a full-time basis commencing on 11 July 2021 and expiring on 10 July 2024

Richard Joseph Cairney

Marion Ruth Williams

Appointed on a part-time basis commencing on 11 July 2021 and expiring on 10 July 2024

Katherine Margaret Sullivan

Appointed on a sessional basis commencing on 15 June 2021 and expiring on 14 June 2024

Gina Nardone

By command,

STEVEN SPENCE MARSHALL
Premier

T&F21/013CS

Department of the Premier and Cabinet
Adelaide, 11 March 2021

His Excellency the Governor in Executive Council has revoked the appointment of Benjamin John Doyle as Her Majesty's Counsel in the State of South Australia, made in Executive Council on 18 February 2021, pursuant to the provisions of the Legal Practitioners Act 1981 and section 36 of the Acts Interpretation Act 1915.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0038-21CS

Department of the Premier and Cabinet
Adelaide, 11 March 2021

His Excellency the Governor in Executive Council has been pleased to appoint Benjamin Joseph Doyle, being Senior Counsel in the State of South Australia appointed by the Chief Justice of the Supreme Court of South Australia on 2 December 2020, as Her Majesty's Counsel in the State of South Australia, without loss or gain of precedence granted previously upon his appointment as Senior Counsel.

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0038-21CS

PROCLAMATIONS

South Australia

Evidence (Vulnerable Witnesses) Amendment Act (Commencement) Proclamation 2021

1—Short title

This proclamation may be cited as the *Evidence (Vulnerable Witnesses) Amendment Act (Commencement) Proclamation 2021*.

2—Commencement of Act

The *Evidence (Vulnerable Witnesses) Amendment Act 2020* (No 45 of 2020) comes into operation on 19 March 2021.

Made by the Governor

with the advice and consent of the Executive Council
on 11 March 2021

REGULATIONS

South Australia

Planning, Development and Infrastructure (General) (HomeBuilder) Variation Regulations 2021

under the *Planning, Development and Infrastructure Act 2016*

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Part 1—Preliminary

1—Short title

These regulations may be cited as the *Planning, Development and Infrastructure (General) (HomeBuilder) Variation Regulations 2021*.

2—Commencement

These regulations come into operation on the day on which Schedule 6 Part 2 of the *Planning, Development and Infrastructure Act 2016* comes into operation.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Planning, Development and Infrastructure (General) Regulations 2017*

4—Variation of regulation 3—Interpretation

Regulation 3(1)—after the definition of *home activity* insert:

HomeBuilder development means development that complies with the requirements in regulation 3A(1a);

5—Variation of regulation 3A—Application of Act (section 8)

(1) Regulation 3A—after subregulation (1) insert:

(1a) In accordance with section 8(2) of the Act, section 102(1)(a) of the Act does not apply in respect of development if—

- (a) the development is within the ambit of Schedule 6B; and
- (b) the development is within a designated area; and
- (c) an application has been made to the Commissioner of State Taxation for a HomeBuilder grant in respect of the development in accordance with the *First Home and Housing Construction Grants Act 2000* on or before the prescribed day; and
- (d) the statutory declaration referred to in Schedule 8 clause 16 accompanies the application for development authorisation under section 102(1) of the Act in respect of the development.

(2) Regulation 3A—after subregulation (3a) insert:

(3b) Subregulation (1a) will expire on the relevant day.

(3) Regulation 3A(4)—before the definition of *designated day* insert:

designated area means an area designated as a "HomeBuilder declared area" in the maps titled "HomeBuilder declared areas" published by the Chief Executive on the SA planning portal, but does not include an area or place within the Local Heritage Place Overlay or State Heritage Place Overlay under the Planning and Design Code;

(4) Regulation 3A(4)—after the definition of *designated day* insert:

HomeBuilder grant means a grant provided for by the National Partnership Agreement;

National Partnership Agreement means the National Partnership Agreement on HomeBuilder executed on behalf of the Commonwealth on 12 June 2020 (as varied or substituted from time to time with the agreement of the State of South Australia);

prescribed day means the later of the following days:

- (a) 14 April 2021;
- (b) the day fixed by the Minister by notice in the Gazette as the prescribed day;

(5) Regulation 3A(4)—after the definition of *prescribed separation distance* insert:

relevant day means the later of the following days:

- (a) 1 July 2021;
- (b) the day fixed by the Minister by notice in the Gazette as the relevant day;

6—Insertion of Schedule 6B

Before Schedule 7 insert:

Schedule 6B—HomeBuilder development

1—Single storey additions and alterations

- (1) The alteration of, or addition to, an existing detached or semi-detached dwelling, other than where the dwelling is situated on a battle-axe allotment, if—
 - (a) the alteration or addition is at, or relates to, the ground floor level of the dwelling and does not involve the construction or alteration of a mezzanine floor or a second or subsequent storey; and
 - (b) the alteration or addition will not result in the dwelling or any part of the dwelling being—
 - (i) nearer to an existing boundary of the primary street for the dwelling than the existing dwelling on the allotment; or
 - (ii) subject to subparagraph (i), nearer to an existing boundary of the primary street for the dwelling than any distance that applies in respect of setbacks under the Planning and Design Code in relation to any road or portion of a road that constitutes the primary street frontage; or
 - (iii) subject to subparagraph (i), more than 1 m in front of—
 - (A) the average setbacks of any existing dwellings on any adjoining allotments with the same primary street frontage (or, if there is only 1 such dwelling, the setback of that dwelling); or
 - (B) if, on any adjoining allotments with the same primary street frontage, there are only existing buildings other than dwellings—the average setbacks of the buildings (or, if there is only 1 such building, the setback of that building); or
 - (iv) within 900 mm of a boundary of the allotment with a secondary street or, if a dwelling on any adjoining allotment is closer to the secondary street than 900 mm, the distance of that dwelling from the boundary with the secondary street (being, if relevant, the lesser of the 2 distances); or
 - (v) if the size of the allotment is 300 m² or less—within 3 m of the rear boundary of the allotment (measured from the closest solid wall); or
 - (vi) if the size of the allotment exceeds 300 m²—within 4 m of the rear boundary of the allotment (measured from the closest solid wall); and

- (c) if any side wall of the dwelling will exceed 3 m in height when measured from the top of the footings as a result of the development—the wall will be set back at least 900 mm from the boundary plus a distance equal to one-third of the extent to which the height of the wall exceeds 3 m from the top of the footings; and
- (d) in relation to any wall located on a side boundary associated with the development—
- (i) the wall will not exceed 3 m in height when measured from the top of the footings; and
 - (ii) the wall will not exceed 8 m in length; and
 - (iii) the wall, when its length is added to the length of any other relevant walls or structures located on that boundary—
 - (A) will not result in all such relevant walls and structures exceeding a length equal to 45% of the length of the boundary; and
 - (B) will not be within 3 m of any other relevant wall or structure located along the boundary, unless on an adjacent site on that boundary there is an existing wall of a building that would be adjacent to or abut a proposed relevant wall or structure (in which case this subsubparagraph does not apply); and
- (e) the dwelling is not being altered or added to so that—
- (i) any part of the dwelling will exceed 9 m in height when measured from the top of the footings; or
 - (ii) any wall height will exceed 6 m when measured from the top of the footings; and
- (f) the alteration or addition will not result in a contravention of the following minimum private open space requirements in respect of the site (with the site area including the area occupied by the relevant dwelling, any existing dwellings and any outbuildings or carports):

Site area	Minimum area of private open space in site area	Minimum area of private open space at rear or side of relevant dwelling
more than 501 m ²	80 m ²	24 m ²
between 301 m ² and 501 m ² (inclusive)	60 m ²	24 m ²
less than 301 m ²	24 m ²	24 m ²

- (g) the development will not result in any dwelling wall not having a setback of at least 900 mm on at least 1 side boundary of the allotment; and
- (h) if the development involves or incorporates the construction or alteration of a garage or carport, the garage or carport—
- (i) is or will be set back at least 5.5 m from the primary street; and
 - (ii) is or will be situated so that no part of the garage or carport will be in front of any part of the building line of the dwelling; and
 - (iii) will not have an opening or openings for vehicle access facing a street frontage that exceed, in total, 7 m in width; and
 - (iv) is not designed or located so as to provide vehicle access from an alley, lane or right of way that is less than 6.2 m wide along the boundary of the allotment; and
 - (v) is located so that vehicle access—
 - (A) will use an existing or authorised driveway or access point under section 221 of the *Local Government Act 1999*, including a driveway or access point for which consent under the Act or the repealed Act has been granted as part of an application for the division of land; or
 - (B) will use a driveway that—
 - is not located within 6 m of an intersection of 2 or more roads or a pedestrian actuated crossing; and
 - will not interfere with an item of street furniture (including directional signs, lighting, seating and weather shelters), other infrastructure, or a tree; or
 - (C) will be via a kerb that is designed to allow a vehicle to roll over it; and
 - (vi) is located so that the gradient from the place of access on the boundary of the allotment to the finished floor level at the front of the garage or carport when the work is completed is not steeper than 1:4 on average; and
- (i) the development will not result in the removal of a place for the parking of a car or cars unless—
- (i) in the case of a dwelling that will only have (or continue to have) 1 bedroom at the completion of the development—the dwelling will have at least 1 car parking space that is enclosed or covered, or able to be enclosed or covered, and that complies with the requirements set out in paragraph (h) in relation to garages and carports; or

- (ii) in the case of a dwelling that will have (or continue to have) 2 or more bedrooms at the completion of the development—the dwelling will have at least 2 car parking spaces of which—
 - (A) 1 or more—
 - must be, or must be able to be, enclosed or covered; and
 - must comply with the requirements set out in paragraph (h) in relation to garages and carports; and
 - (B) 1 may consist of a driveway, provided that it complies with the requirements set out in paragraph (h) (except subparagraphs (i) and (ii) of that paragraph) as if it were a garage or carport; and
 - (j) the circumstances are such that the total roofed area of buildings on the allotment will not exceed 60% of the total area of the allotment; and
 - (k) the development does not involve—
 - (i) excavation exceeding a vertical height of 1 m; or
 - (ii) filling exceeding a vertical height of 1 m,and if the development involves both excavation and filling, the total combined excavation and filling must not exceed a vertical height of 2 m; and
 - (l) the development will not be built, or will not encroach, on an area that is, or will be, required for a wastewater system which complies with the requirements of the *South Australian Public Health Act 2011*.
- (2) For the purposes of this clause—
- (a) in calculating private open space—
 - (i) any area at ground level at the front of the dwelling will not be included; and
 - (ii) in the case of private open space at ground level—
 - (A) the area of any verandah, pergola, patio or any other covered outdoor area may comprise up to 50% of the private open space; and
 - (B) each private open space area (other than an area referred to in subparagraph (A)) must have a width of at least 2.5 m; and
 - (iii) any balcony must have a width of at least 2 m; and

- (b) the primary street in relation to an existing or proposed building on a site is—
- (i) in the case of a site that has a frontage to only 1 road— that road; or
 - (ii) in the case of a site that has a frontage to 2 roads—
 - (A) if a corner allotment containing an existing building continues, following a division of that allotment, to be a corner allotment containing that building—the same primary street as applied immediately before that division; or
 - (B) subject to subparagraph (A), if the frontages are identical in length—the road that forms part of the street address of the building, as determined by the council for the relevant area when it is allocating numbers to buildings and allotments under section 220 of the *Local Government Act 1999*; or
 - (C) subject to subparagraph (A), if the frontages are different lengths—the road in relation to which the site has a shorter frontage; or
 - (iii) in any other case—the road that forms part of the street address of the building, as determined by the council for the relevant area when it is allocating numbers to buildings and allotments under section 220 of the *Local Government Act 1999*; and
- (c) a secondary street in relation to a building is any road, other than the primary street, that shares a boundary with the allotment on which the building is situated (or to be situated).

- (3) In this clause—

battle-axe allotment means an allotment or site that comprises—

- (a) a driveway (and any related open space) that leads back from a road to the balance of the allotment or site; and
- (b) a balance of the allotment or site that is the principal part of the allotment or site and that does not have a boundary with a road;

building line, in relation to a building on a site, means a line drawn parallel to the wall on the building closest to the boundary of the site that faces the primary street (and any existing projection from the building such as a carport, verandah, porch or bay window is not to be taken to form part of the building for the purposes of determining the relevant wall of the building);

habitable room means a room used for domestic activities but does not include a bathroom, laundry, hallway, lobby or other service or access area or space that is not occupied for extended periods;

relevant wall or structure means any wall or structure that is due to development that has occurred, or is proposed to occur, on the relevant allotment but does not include any fence or retaining wall between the relevant allotment and an adjoining allotment;

road has the same meaning as in the *Local Government Act 1999* but does not include an alley, lane or right of way.

2—New dwellings

- (1) If in connection with the relevant application for development authorisation—
 - (a) the applicant has indicated that the allotment is, or may have been, subject to site contamination as a result of a previous use of the land or a previous activity on the land or in the vicinity of the land, other than if the previous use or activity was for residential purposes; or
 - (b) the relevant authority has reason to believe that the allotment is, or may have been, subject to site contamination as a result of a previous use of the land or a previous activity on the land or in the vicinity of the land, other than if the previous use or activity was for residential purposes,

this clause will not apply unless—

- (c) the applicant is able to furnish, or the relevant authority is in possession of, a site contamination audit report under Part 10A of the *Environment Protection Act 1993* to the effect—
 - (i) that site contamination does not exist (or no longer exists) at the allotment; or
 - (ii) that any site contamination at the allotment has been cleared or addressed to the extent necessary to enable the allotment to be suitable for unrestricted residential use; or
 - (d) consent under the Act or the repealed Act was granted on or after 1 September 2009 in relation the division of the land.
- (2) Insofar as this clause applies to a site that does not comprise an entire allotment—
 - (a) the minimum site area and any minimum frontage requirements specified in the Planning and Design Code apply in relation to the site and any balance of the allotment (and if the relevant requirement in the Planning and Design Code specifies different minimum site areas and minimum frontage requirements for detached and semi-detached dwellings respectively, the areas and frontage requirements that are lesser in size are to be taken to be the minimum site area and minimum frontage requirements for the purposes of this paragraph); and

(b) if there is an existing dwelling on the allotment (which will remain on the allotment after completion of the development)—

(i) the construction will not result in a contravention of the following minimum private open space requirements in respect of the site (with the site area including the area occupied by the relevant dwelling, any existing dwellings and any outbuildings or carports):

Site area	Minimum area of private open space in site area	Minimum area of private open space at rear or side of relevant dwelling
more than 501 m ²	80 m ²	24 m ²
between 301 m ² and 501 m ² (inclusive)	60 m ²	24 m ²
less than 301 m ²	24 m ²	24 m ²

(ii) in the case of—

(A) a dwelling that will only have 1 bedroom at the completion of the development—the dwelling will have at least 1 car parking space that is enclosed or covered, or able to be enclosed or covered, and that complies with the requirements set out in subparagraph (iii) in relation to garages and carports; or

(B) a dwelling that will have 2 or more bedrooms at the completion of the development—the dwelling will have at least 2 car parking spaces of which—

- 1 or more must be, or must be able to be, enclosed or covered and must comply with the requirements set out in subparagraph (iii) in relation to garages and carports; and
- 1 may comprise a driveway, provided that it complies with the requirements set out in subparagraph (iii) (except subparagraph (A) and (B)) as if it were a garage or carport; and

(iii) in relation to any proposed garage or carport, the garage or carport—

(A) will be set back at least 5.5 m from the primary street; and

(B) is or will be situated so that no part of the garage or carport will be in front of any part of the building line of the dwelling; and

- (C) will not have an opening or openings for vehicle access that exceed, in total, 7 m in width; and
 - (D) is not designed or located so as to provide vehicle access from an alley, lane or right of way that is less than 6.2 m wide along the boundary of the allotment; and
 - (E) is located so that vehicle access—
 - will use an existing driveway or a driveway authorised under section 221 of the *Local Government Act 1999* (including a driveway for which consent under the Act or the repealed Act has been granted as part of an application for the division of land); or
 - will use a driveway that is not located within 6 m of an intersection of 2 or more roads or a pedestrian actuated crossing and will not interfere with an item of street furniture (including directional signs, lighting, seating and weather shelters), other infrastructure, or a tree; or
 - will be via a kerb that is designed to allow a vehicle to roll over it; and
 - (F) is located so that the gradient from the place of access on the boundary of the allotment to the finished floor level at the front of the garage or carport when work is completed is not steeper than 1:4 on average.
- (3) Construction of or in relation to a new dwelling, other than where the dwelling is to be situated on a battle-axe allotment (or as indicated in a preceding subclause), if—
- (a) the construction will not result in the dwelling or any part of the dwelling being—
 - (i) nearer to an existing boundary of the primary street for the dwelling than any distance that applies in respect of setbacks under the Planning and Design Code in relation to any road or portion of a road that constitutes the primary street frontage; or

- (ii) more than 1 m in front of—
 - (A) the average setbacks of any existing dwellings on any adjoining allotments with the same primary street frontage (or, if there is only 1 such dwelling, the setback of that dwelling); or
 - (B) if, on any adjoining allotments with the same primary street frontage, there are only existing buildings other than dwellings—the average setbacks of the buildings (or, if there is only 1 such building, the setback of that building); or
- (iii) within 900 mm of a boundary of the allotment with a secondary street or, if a dwelling on any adjoining allotment is closer to the secondary street than 900 mm, the distance of that dwelling from the boundary with the secondary street (being, if relevant, the lesser of the 2 distances); or
- (iv) if the size of the site is less than 301 m²—
 - (A) in relation to the ground floor of the dwelling—within 3 m of the rear boundary of the site (measured from the closest solid wall); or
 - (B) in relation to any other storey of the dwelling—within 5 m of the rear boundary of the site; or
- (v) if the size of the site is 301 m² or more—
 - (A) in relation to the ground floor of the dwelling—within 4 m of the rear boundary of the site (measured from the closest solid wall); or
 - (B) in relation to any other storey of the dwelling—within 6 m of the rear boundary of the site; and
- (b) the following provisions apply in relation to dwelling setback, and dwelling wall height, on a side boundary unless the side boundary itself is or is to be comprised of a wall of a building on an adjoining allotment (in which case this paragraph does not apply):
 - (i) if any side wall of the dwelling will exceed 3 m in height when measured from the top of the footings—the wall will be set back at least 900 mm from the boundary of the site plus a distance equal to one-third of the extent to which the height of the wall exceeds 3 m from the top of the footings;

- (ii) in relation to any dwelling wall to be located on a side boundary of the site associated with the development—
- (A) the wall will not exceed 3 m in height when measured from the top of the footings; and
 - (B) the wall will not exceed 8 m in length; and
 - (C) the wall, when its length is added to the length of any other relevant dwelling walls or structures located on that boundary—
 - will not result in all such walls and structures exceeding a length equal to 45% of the length of the boundary; and
 - will not be within 3 m of any other relevant wall or structure located along the boundary; and
- (c) if any side wall of the dwelling that faces south and the development includes building work in relation to an upper storey, other than where the boundary on that side of the building is with a secondary street, the setback of any upper storey component is to be—
- (i) if paragraph (b)(i) applies—at least the same as the setback required under that provision plus 1 m; or
 - (ii) in any other case—at least 1 m from the side wall; and
- (d) the dwelling is not constructed so that—
- (i) any part of the dwelling will exceed 9 m in height when measured from the top of the footings; or
 - (ii) any wall height will exceed 6 m when measured from the top of the footings; and
- (e) the construction will not result in a contravention of the following minimum private open space requirements in respect of the site (with the site area including the area occupied by the relevant dwelling, any existing dwellings and any outbuildings or carports):

Site area	Minimum area of private open space in site area	Minimum area of private open space at rear or side of relevant dwelling
more than 501 m ²	80 m ²	24 m ²
between 301 m ² and 501 m ² (inclusive)	60 m ²	24 m ²
less than 301 m ²	24 m ²	24 m ²

- (f) a dwelling wall will have a setback of at least 900 mm on at least 1 side boundary of the site; and

- (g) in relation to any upper storey window that will face a side or rear boundary of the site, other than in relation to any such boundary that adjoins a road (including any road reserve) or a reserve (including any land held as open space) that has a width exceeding 15 m—
- (i) the sill height will be at least 1.5 m above the finished floor level; or
 - (ii) the window will have permanently obscure glazing in any part of the window below 1.5 m above the finished floor level and, if it is capable of being opened, the window will not be capable of being opened more than 200 mm; and
- (h) the dwelling will not have a balcony or terrace on an upper storey, other than where the longest side of that balcony or terrace will face a road (including any road reserve), or reserve (including any land held as open space), that is at least 15 m wide at all places to be faced by the dwelling; and
- (i) in relation to any proposed garage or carport, the garage or carport—
- (i) will be set back at least 5.5 m from the primary street; and
 - (ii) is or will be situated so that no part of the garage or carport will be in front of any part of the building line of the dwelling; and
 - (iii) will not have an opening or openings for vehicle access facing a street frontage that exceed, in total, 7 m in width; and
 - (iv) is not designed or located so as to provide vehicle access from an alley, lane or right of way that is less than 6.2 m wide along the boundary of the allotment; and
 - (v) is located so that vehicle access—
 - (A) will use an existing driveway or a driveway authorised under section 221 of the *Local Government Act 1999* (including a driveway for which consent under the Act or the repealed Act has been granted as part of an application for the division of land); or
 - (B) will use a driveway that—
 - is not located within 6 m of an intersection of 2 or more roads or a pedestrian actuated crossing; and
 - will not interfere with an item of street furniture (including directional signs, lighting, seating and weather shelters), other infrastructure, or a tree; or
 - (C) will be via a kerb that is designed to allow a vehicle to roll over it; and

- (vi) is located so that the gradient from the place of access on the boundary of the allotment to the finished floor level at the front of the garage or carport when work is completed is not steeper than 1:4 on average; and
- (j) in the case of—
- (i) a dwelling that will only have 1 bedroom at the completion of the development—the dwelling will have at least 1 car parking space that is enclosed or covered, or able to be enclosed or covered, and that complies with the requirements set out in paragraph (i) in relation to garages and carports; or
- (ii) a dwelling that will have 2 or more bedrooms at the completion of the development—the dwelling will have at least 2 car parking spaces of which—
- (A) 1 or more—
- must be, or must be able to be, enclosed or covered; and
 - must comply with the requirements set out in paragraph (k) in relation to garages and carports; and
- (B) 1 may comprise a driveway, provided that it complies with the requirements set out in paragraph (i) (except paragraph (i)(i) and (ii)) as if it were a garage or carport; and
- (k) the dwelling will have at least 1 habitable room window facing the primary street; and
- (l) the development will not result in the total roofed area of all buildings on the allotment exceeding 60% of the total area of the allotment; and
- (m) the development does not involve—
- (i) excavation exceeding a vertical height of 1 m; or
- (ii) filling exceeding a vertical height of 1 m,
- and if the development involves both excavation and filling, the total combined excavation and filling must not exceed a vertical height of 2 m; and
- (n) in relation to the site—that the site is, for the purposes of a dwelling, capable of being connected to a wastewater system (being a system which complies with the requirements of the *South Australian Public Health Act 2011*); and
- (o) the development will not be built, or will not encroach, on an area that is, or will be, required for a wastewater system which complies with the requirements of the *South Australian Public Health Act 2011*.

- (4) For the purposes of this clause—
- (a) a side wall faces south if the wall has an axis perpendicular to its surface orientated south 30° west to south 20° east; and
 - (b) in calculating private open space—
 - (i) any area at ground level at the front of the proposed dwelling or any existing dwelling on the site will not be included; and
 - (ii) in the case of private open space at ground level—
 - (A) the area of any verandah, pergola, patio or any other covered outdoor area may comprise up to 50% of the private open space; and
 - (B) each private open space area (other than an area referred to in subparagraph (A)) must have a width of at least 2.5 m; and
 - (iii) any balcony must have a width of at least 2 m; and
 - (c) the placing of a transportable dwelling will be taken to constitute the construction of a new dwelling; and
 - (d) the primary street in relation to an existing or proposed building on a site is—
 - (i) in the case of a site that has a frontage to only 1 road—that road; or
 - (ii) in the case of a site that has a frontage to 2 roads—
 - (A) if a corner allotment containing an existing building continues, following a division of that allotment, to be a corner allotment containing that building—the same primary street as applied immediately before that land division; or
 - (B) subject to subparagraph (A), if the frontages are identical in length—the road that forms part of the street address of the building, as determined by the council for the relevant area when it is allocating numbers to buildings and allotments under section 220 of the *Local Government Act 1999*; or
 - (C) subject to subparagraph (A), if the frontages are different lengths—the road in relation to which the site has a shorter frontage; or
 - (iii) in any other case—the road that forms part of the street address of the building, as determined by the council for the relevant area when it is allocating numbers to buildings and allotments under section 220 of the *Local Government Act 1999*; and
 - (e) a secondary street in relation to a dwelling is any road, other than the primary street, that shares a boundary with the allotment on which the dwelling is to be situated.

(5) In this clause—

battle-axe allotment means an allotment or site that comprises—

- (a) a driveway (and any related open space) that leads back from a road to the balance of the allotment or site; and
- (b) a balance of the allotment or site that is the principal part of the allotment or site and that does not have a boundary with a road;

building line, in relation to a building on a site, means a line drawn parallel to the wall on the building closest to the boundary of the site that faces the primary street (and any existing projection from the building such as a carport, verandah, porch or bay window is not to be taken to form part of the building for the purposes of determining the relevant wall of the building);

habitable room means a room used for domestic purposes but does not include a bathroom, laundry, hallway, lobby or other service or access area or space that is not occupied for extended periods;

relevant wall or structure means any wall or structure that is due to development that has occurred, or is proposed to occur, on the relevant allotment but does not include any fence or retaining wall between the relevant allotment and an adjoining allotment;

road has the same meaning as in the *Local Government Act 1999* but does not include an alley, lane or right of way;

south means true south.

7—Variation of Schedule 8—Plans

Schedule 8—after clause 15 insert:

16—Additional requirements for HomeBuilder development

An application for development authorisation under section 102(1) of the Act that identifies the development as HomeBuilder development must be accompanied by a statutory declaration by the applicant for the development authorisation declaring that the applicant has applied for a HomeBuilder grant in respect of the development in accordance with the *First Home and Housing Construction Grants Act 2000* on or before the prescribed day (within the meaning of regulation 3A).

Note—

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

Made by the Governor

with the advice and consent of the Executive Council
on 11 March 2021

No 28 of 2021

South Australia

Planning, Development and Infrastructure (Fees, Charges and Contributions) (HomeBuilder) Variation Regulations 2021

under the *Planning, Development and Infrastructure Act 2016*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Planning, Development and Infrastructure (Fees, Charges and Contributions) Regulations 2019*

- 4 Variation of regulation 13—Development to be assessed by accredited professional
 - 5 Variation of Schedule 1—Fees
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Planning, Development and Infrastructure (Fees, Charges and Contributions) (HomeBuilder) Variation Regulations 2021*.

2—Commencement

These regulations come into operation on the day on which Schedule 6 Part 2 of the *Planning, Development and Infrastructure Act 2016* comes into operation.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Planning, Development and Infrastructure (Fees, Charges and Contributions) Regulations 2019*

4—Variation of regulation 13—Development to be assessed by accredited professional

Regulation 13—after subregulation (3) insert:

- (4) To avoid doubt, nothing in this regulation affects the requirement to pay the fee under Schedule 1 item 14A in relation to an application in respect of development to which that item relates.

5—Variation of Schedule 1—Fees

Schedule 1, Part 2—after item 14 insert:

14A	Application for final development approval in respect of HomeBuilder development (fee payable to the council for the area in which the proposed development is to be undertaken)	\$120
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Note—

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

Made by the Governor

with the advice and consent of the Executive Council
on 11 March 2021

No 29 of 2021

South Australia

First Home and Housing Construction Grants (Confidentiality) Variation Regulations 2021

under the *First Home and Housing Construction Grants Act 2000*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *First Home and Housing Construction Grants Regulations 2015*

- 4 Variation of regulation 7—Disclosure of confidential information (section 41)
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *First Home and Housing Construction Grants (Confidentiality) Variation Regulations 2021*.

2—Commencement

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

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *First Home and Housing Construction Grants Regulations 2015*

4—Variation of regulation 7—Disclosure of confidential information (section 41)

Regulation 7—after paragraph (g) insert:

- (ga) to a council (within the meaning of the *Local Government Act 1999*) for the purposes of assisting the council to determine whether an application for a HomeBuilder grant (within the meaning of section 6A of the Act) has been made in relation to particular development on land within the area of the council; or

Note—

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

Made by the Governor

with the advice and consent of the Executive Council
on 11 March 2021

No 30 of 2021

RULES OF COURT

MAGISTRATES COURT OF SOUTH AUSTRALIA

Amendment 90 to the Magistrates Court Rules 1992

PURSUANT to section 49 of the *Magistrates Court Act 1991* and all other enabling powers, we, the undersigned, do hereby make the following amendments to the *Magistrates Court Rules 1992* as amended.

1. These Rules may be cited as the ‘Magistrates Court Rules 1992 (Amendment 90)’.
2. Subject to clauses 3 and 4, the *Magistrates Court Rules 1992* (‘the Rules’) as amended by these amendments apply to and govern all actions in the criminal division of the Court on and after the date on which these amendments are gazetted.
3. The amendments made by clauses 5, 6, 7, 8, and 9 come into effect on the date on which the *Spent Convictions (Decriminalised Offences) Amendment Act 2020* commences.
4. The amendments made by clauses 10, 11 and 12 commence on the date on which the *Evidence (Vulnerable Witnesses) Amendment Act 2020* commences.
5. Rule 61.01 is deleted and replaced with:
 - 61.01 An application for a spent conviction order pursuant to section 8A, section 8B or section 8C of the *Spent Convictions Act 2009* must comply with Form 110 and a National Police Check must be attached. Only a National Police Check processed within 6 months before the date of filing a spent conviction order application will be accepted.
6. Rule 61.01A is inserted after Rule 61.01:
 - 61.01 A An application for an exemption order pursuant to section 13A of the *Spent Convictions Act 2009* must comply with Form 110A and a National Police Check must be attached. Only a National Police Check processed within 6 months before the date of filing an exemption order application will be accepted.
7. Form 110 is deleted and replaced with Form 110.
8. Form 110A is inserted.
9. Form 111 is deleted and replaced with Form 111.
10. Rule 29D.01 is deleted and replaced with:
 - 29D.01 An application for a pre-trial special hearing under s 12AB of the *Evidence Act 1929* must:
 - (a) be made by filing and serving an application in Form 82;
 - (b) be filed and served at least 21 days prior to the matter being listed for trial; and
 - (c) be supported by an affidavit.
11. Rules 29D.03 and 29.04 are inserted after Rule 29D.02:
 - 29D.03 An application under subsection 12AC(2) of the *Evidence Act 1929* that an order made at a pre-trial special hearing should not be binding on the trial court must:
 - (a) be made by filing and serving an application in Form 23;
 - (b) be filed and served at least 14 days prior to the date set for trial; and
 - (c) be supported by an affidavit.
 - 29D.04 An application under subsection 12AC(3) of the *Evidence Act 1929* for an order permitting further examination, cross-examination or re-examination of a witness at trial must:
 - (a) be made by filing and serving an application in Form 23;
 - (b) be filed and served at least 14 days prior to the date set for trial; and
 - (c) be supported by an affidavit.
12. Form 82 is inserted.
13. Form 21A is deleted and replaced with Form 21A.
14. Form 21B is deleted and replaced with Form 21B.
15. Rule 4.12 is deleted and replaced with:
 - 4.12 The jurisdiction conferred on the Court by ss 36(15), 42(6), 46(1) and 46(11) of *Fines Enforcement and Debt Recovery Act 2017* must vest in the Criminal Division of the Court.
16. Rule 14.30 is deleted and replaced with:
 - 14.30 An order for community service and/or the completion of an approved treatment program must not be made in the absence of the debtor or alleged offender unless he or she has been personally served with the application.

Signed on the 9th day of March 2021.

MARY-LOUISE HRIBAL
Chief Magistrate

BRETT JONATHON DIXON
Magistrate

KATHRYN HODDER
Magistrate

KYM ANDREW MILLARD
Magistrate

STATE GOVERNMENT INSTRUMENTS

DANGEROUS SUBSTANCES ACT 1979

Authorised Officers

I, Martyn Antony Campbell, Executive Director, SafeWork SA, hereby revoke the following persons as Authorised Officers for the purposes of the *Dangerous Substances Act 1979* pursuant to section 7(4) of that Act:

- Madeline Clare THOMPSON
- Ruth BYRNES
- Jeffrey Paul BENHAM
- Darren Michael BRYANS
- Pauline Sylvia CLEGHORN
- Kristina Teresa CONSTANTOPOULOS
- Catherine Ann CROCI
- Nicole Georgette DYER
- Christopher James EMBERY
- Harry GELZINIS
- Shirley Anne HIGGINS
- Angela Beth HILL
- Sarah Louise HUTCHINSON
- Hendricus Johannus Antonius JORDANS
- Stephen John KAIN
- Deborah Jean MCLEAN
- Kym Michael MILLER
- Tore Ware NIELSEN
- John Frederick PEAKE
- Matthew Antony PEARCE
- Timothy James RASCH
- Paula Jayne REID
- Simon Bradshaw RIDINGS
- Michael Kenneth SCRUTTON
- Imogen SELLEY
- Peter VAN KRUYSSSEN
- Belinda MATIJEVIC
- Amanda Jane KAY
- Ewa Jadwiga JARUZELSKI
- Sandra Kaye VOUMARD
- Kerry Lesley MCPHERSON
- Mirosław Bartłomiej PLISZKO
- Gregory John MARKS
- Andrew Paul FIELD
- Erik Jon TILL
- Martin BAILEY
- Loan Thi Phuong VU
- Benjamin Percival GIBSON
- Paul Andrew CHRISTIE

Dated: 3 March 2021

MARTYN CAMPBELL
Executive Director
SafeWork SA

ENVIRONMENT PROTECTION ACT 1993

SECTION 68

Approval of Category B Containers

I, ANDREA KAYE WOODS, Team Leader, Container Deposit Legislation and Delegate of the Environment Protection Authority ('the Authority'), pursuant to Section 68 of the *Environment Protection Act 1993* (SA) ('the Act') hereby:

Approve as Category B Containers, subject to the conditions in sub-clauses 1, 2, 3 and 4 below, each of the classes of containers identified by reference to the following matters described in the first 4 columns of Schedule 1 of this Notice which are sold in South Australia:

- (a) the product which each class of containers shall contain;
- (b) the size of the containers;
- (c) the type of containers;
- (d) the name of the holders of these approvals.

1. That containers of the class to which the approval relates must bear the refund marking specified by the Authority for containers of that class.
2. The holder of the approval must have in place an effective and appropriate waste management arrangement in relation to containers of that class. For the purpose of this approval notice the company named in Column 5 of Schedule 1 of this Notice is the nominated super collector.
3. In the case of an approval in relation to Category B containers that the waste management arrangement must require the holder of the approval to provide specified super collectors with a declaration in the form determined by the Authority in relation to each sale of such containers by the holder of the approval as soon as practicable after the sale;
4. The holder of these approvals must ensure that if a sticker bearing the refund marking has been approved, and is applied to the container, then the sticker must not be placed on any portion of the opening mechanism or in any other place that would require complete or partial removal of the sticker before the contents may be consumed.

Dated: 11 March 2021

ANDREA KAYE WOODS
Delegate of the Environment Protection Authority

SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Brookvale Union Vodka Lemon Lime Classic Bitters Flavour	330ml	Aluminium	4 Pines Brewing Company Wholesale Pty Ltd	Marine Stores Ltd
Gin Soda & Original	355ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Pink Gin Soda & Wildberry	355ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Vodka Soda & Extra Strength	355ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Vodka Soda & Extra Strength Passionfruit	355ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Vodka Soda & Extra Strength Watermelon	355ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Vodka Soda & Original	355ml	Aluminium	Ampersand Creative Holdings Pty Ltd	Statewide Recycling
Charlies Honest Squeezed Mandarin Mango Pineapple Juice	500ml	PET	Asahi Beverages Pty Ltd	Statewide Recycling
Schweppes Lime Soda Water With Natural Lime Flavour Zero Sugar	1 100ml	PET	Asahi Beverages Pty Ltd	Statewide Recycling
Schweppes Signature Series Mixers Elderflower Tonic With Citrus Extracts	300ml	Glass	Asahi Beverages Pty Ltd	Marine Stores Ltd
Schweppes Signature Series Mixers Low Sugar Tonic	300ml	Glass	Asahi Beverages Pty Ltd	Marine Stores Ltd
Vodka Cruiser Its Your Flavour Limited Edition Zingy Apple	275ml	Glass	Asahi Premium Beverages Pty Ltd	Marine Stores Ltd
Bad Shepherd Brewing Co American Pale Ale	355ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bad Shepherd Brewing Co Hazelnut Brown	355ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bad Shepherd Brewing Co Hazy IPA	355ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bad Shepherd Brewing Co Oatmeal Stout	355ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bad Shepherd Brewing Co Passionfruit Sour	355ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bad Shepherd Brewing Co Peanut Butter Porter	440ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bad Shepherd Brewing Co Peanut Butter Porter	355ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bad Shepherd Brewing Co Raspberry Daiquiri Sour	355ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bad Shepherd Brewing Co Temptation IIPA	440ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bad Shepherd Brewing Co Tiny IPA	355ml	Aluminium	Bad Shepherd Brewing Co Pty Ltd	Statewide Recycling
Bergamot Australia Berg Apple 100% Organic Apple And Bergamot Juice No Added Sugar	200ml	Glass	Bergamot Australia Pty Ltd	Statewide Recycling
La Spina Santa Bergotto The Original Bergamot Soda Drink	200ml	Glass	Bergamot Australia Pty Ltd	Statewide Recycling
IMMUNE+ Berry flavour Lactoferrin Sparkling Water	250ml	Aluminium	Beston Pure Dairies Pty Ltd	Statewide Recycling
Life X10 With Lactoferrin, Vitamins & Minerals	50ml	PET	Beston Pure Dairies Pty Ltd	Statewide Recycling
Big Shed Brewing Bearcats Lager Beer	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing Co 2021 Australian Wingless Sprint Championship Lager	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Brewing Hazy Pale	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Big Shed Jive Beer Thank You Ale	375ml	Aluminium	Big Shed Brewing Concern Pty Ltd	Marine Stores Ltd
Garage Project Chance Luck & Magic	750ml	Glass	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Dec 2020 Fresh IPA	440ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Excessive Machine Triple Hazy IPA	440ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project F#ck Yeah 2020 Hazy IPA	440ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project F#ck You 2020	440ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Flor De Muertos	330ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Ghost Light	375ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Harmonic Convergence	440ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Hazy Daze Single Hop Talus	440ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Nov 2020 Fresh IPA	440ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Pickle Beer Cucumber Dill Pickle Sour	330ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Talk To The Hand	440ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Tournesol Spiced Saison	330ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Whittakers Dark Chocolate Beer With Espresso Hazelnut & Orange	330ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling
Garage Project Whittakers White Chocolate Beer With Golden Raspberry And Lemon	330ml	Aluminium	Brewwell Limited t/as Garage Project	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Brick Lane Avalanche Hazy IPA	355ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Backyarder Session Ale	355ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Brewing Community Bird of a Feather Lime & Pineapple Sour	440ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Brewing Community Bird of a Feather Mango & Lychee Sour	440ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Brewing Community Bird of a Feather Passionfruit & Guava Sour	440ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Brewing Community Someday Blood Orange Sour Beer	355ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Brewing Community Someday Watermelon & Raspberry Sour Beer	355ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Brewing Community Supernova IPA	355ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Brick Lane Draught	375ml	Aluminium	Brick Lane Brewing Co Pty Ltd	Flagcan Distributors
Burleigh Breweing Hop Nectar Juicy IPA	375ml	Aluminium	Burleigh Brewing Company Pty Ltd	Statewide Recycling
Coopers Brewery Australian IPA	375ml	Aluminium	Coopers Brewery Limited	Marine Stores Ltd
Coopers Brewery Best Extra Stout Limited Edition	440ml	Aluminium	Coopers Brewery Limited	Marine Stores Ltd
Bundaberg Rum Extra Smooth Red & Creaming Soda	375ml	Aluminium	Diageo Australia Ltd	Statewide Recycling
Captain Morgan Tropical Mango & Pineapple Spiced	330ml	Aluminium	Diageo Australia Ltd	Statewide Recycling
Gordon's Alcohol Free With Tonic & A Hint Of Lime	330ml	Glass	Diageo Australia Ltd	Statewide Recycling
Doc Brewing Bald Eagle Freedom Ale American Pale Ale	330ml	Glass	Doc Brewing Company Pty Ltd	Statewide Recycling
C4 Carbonated Pre workout Sour Batch Bros Zero Sugar	473ml	Aluminium	Export Corporation Australia Pty Ltd t/as Nutrition Systems	Statewide Recycling
Peroni Chill Lemon	330ml	Glass	Fine Food Distributors Pty Ltd	Statewide Recycling
Hard Fizz Passionfruit & Guava Sparkling Hard Seltzer	330ml	Aluminium	Fizzy Mates PTY LTD	Marine Stores Ltd
Capi Garden Tonic Botanical Blend With Lime	250ml	Glass	Fresh Local Pty Ltd	Statewide Recycling
Capi Grapefruit Fruit Soda With Real Grapefruit	750ml	Glass	Fresh Local Pty Ltd	Statewide Recycling
Capi Lemonade With Cold Pressed Citrus Oils	750ml	Glass	Fresh Local Pty Ltd	Statewide Recycling
Capi Melbourne Tonic Mixed Citrus & Pink Sea Salt	250ml	Glass	Fresh Local Pty Ltd	Statewide Recycling
Calpis Water Grape	500ml	PET	JFC Australia Co Pty Ltd	Marine Stores Ltd
Citrus Liquor Awase Yuzu Ippin Yoshikubo	1 800ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Citrus Liquor Awase Yuzu Ippin Yoshikubo	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Daruma Cider Kimura Soft Drink	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Ginkuobai Japanese Plum Liquor Umeshu Okuechizen Ginkoubai Ippongi	750ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Hakushika Junmai Ginjo	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Hana Awaka Sparkling Peach Japanese Liquor Ozeki	250ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Hana Awaka Sparkling Yuzu	250ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Harushika Sake Junmai Ginjo	1 800ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Harushika Tokimeki Sparkling Sake	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Ikezo Sake Jelly Shot Peach	180ml	Aluminium	JFC Australia Co Pty Ltd	Marine Stores Ltd
Ikezo Sake Jelly Shot Yuzu	180ml	Aluminium	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japan's Prime Brew Kirin Ichiban	330ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Liquor Usagi No Dance Ume Yoshikubo	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Liquor Usagi No Dance Yoshikubo	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Liquor Usaginodame Ume Yoshikubo	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Plum Liquor Momo Umeshu Ozeki	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Plum Liquor Jukusei Nanko Umeshu Yu Maruryo Nagaoka	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Plum Liquor Tantakatan No Umeshu Godo Shusei	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Bishonen Junmai Seiya	1 800ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Denshin Rin Junmai Daiginjo	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Denshin Yuki Junmai Ginjo	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Denshin Yuki Junmai Ginjo	1 800ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Gasanryu Junmai Daiginjo Gokugetsu	1 800ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Hakkaisan Junmaiginjo	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Hakutsuru Awayuki Sparkling	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Ippongi Haponnihonshu Utagebiyori	270ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Junmai Daiginjo Bizen Omachi Tamano Hikari	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Junmai Ginjo Hakkaisan	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Junmai Ginjo Karakuchi Chiyomusubi Ryo	180ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Junmai Hagi No Siratsuyu Urakasumi	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Junmai Ippin Yoshikubo	1 800ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Japanese Sake Junmaidaiginjo Ippin Yoshikubo	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Junmaiginjo Yamadanishiki Nanbu Bijin	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Junmaiippin Yoshikubo	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Junmaishu Rai Binzume Ozeki	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Kuromatsuhakushika Junmai Pack Hakushika	2 000ml	LPB	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Ozeki Josen Karatanba	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sake Tokubetsu Junmai Senchuhassaku Tsukasabotan	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Shochu Liquor Kinmiya Shochu Miyazaki	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Shochu Liquor Shiso Shochu Tantakatan Godo Shusei	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Japanese Sparkling Purupuru Momoshu Hakutsuru	190ml	Aluminium	JFC Australia Co Pty Ltd	Marine Stores Ltd
Jellica Plum Liquor Kanten Umeshu Jellica Yoshikubo	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Junmai Daiginjo Sake Ippin	1 800ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Junmai Daiginjo Sake Ippin	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Junmai Sake Ippin	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Junmai Tatewaki Samurai Sake	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Kikkoman Soy Milk Banana Flavoured	200ml	LPB—Aseptic	JFC Australia Co Pty Ltd	Marine Stores Ltd
Kikkoman Soy Milk Black Tea Flavoured	200ml	LPB—Aseptic	JFC Australia Co Pty Ltd	Marine Stores Ltd
Kikkoman Soy Milk Malt Coffee Flavoured	200ml	LPB—Aseptic	JFC Australia Co Pty Ltd	Marine Stores Ltd
Kikkoman Soy Milk Mango Flavoured	200ml	LPB—Aseptic	JFC Australia Co Pty Ltd	Marine Stores Ltd
Kikkoman Soy Milk Matcha Flavoured	200ml	LPB—Aseptic	JFC Australia Co Pty Ltd	Marine Stores Ltd
Ozeki Hana Awaka Sparkling Flower	250ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Ozeki Japanese Plum Liquor Yuzu Umeshu	500ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Ozeki Junmai Tatewaki Samurai Sake	1 800ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Plum Liquor Hakushika Hana Kohaku	300ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Pokka Ice Peach Tea	330ml	Aluminium	JFC Australia Co Pty Ltd	Marine Stores Ltd
Pokka Japanese Green Tea No Sugar	300ml	Aluminium	JFC Australia Co Pty Ltd	Marine Stores Ltd
Pokka Japanese Green Tea No Sugar	1 500ml	PET	JFC Australia Co Pty Ltd	Marine Stores Ltd
Pokka Oolong Tea	1 500ml	PET	JFC Australia Co Pty Ltd	Marine Stores Ltd
Pokka Oolong Tea	500ml	PET	JFC Australia Co Pty Ltd	Marine Stores Ltd
Pokka The Glace Au Letchis	330ml	Aluminium	JFC Australia Co Pty Ltd	Marine Stores Ltd
Sake Brewery Ginkoubai Sweet and Hot	720ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
Sangaria Quality Coffee Black	185g	Can—Steel	JFC Australia Co Pty Ltd	Marine Stores Ltd
Sangaria Quality Coffee Blend	185g	Can—Steel	JFC Australia Co Pty Ltd	Marine Stores Ltd
The Premium Malt's Premium Pilsner Suntory	500ml	Glass	JFC Australia Co Pty Ltd	Marine Stores Ltd
UCC Black Coffee Coldbrew	500ml	PET	JFC Australia Co Pty Ltd	Marine Stores Ltd
Black Tea Drink	2 000ml	Plastic	Kambow Wholesaler Pty Ltd	Statewide Recycling
Black Tea Drink	500ml	Plastic	Kambow Wholesaler Pty Ltd	Statewide Recycling
Chinese Tea Drink	2 000ml	Plastic	Kambow Wholesaler Pty Ltd	Statewide Recycling
Rock Sugar Drink	2 000ml	Plastic	Kambow Wholesaler Pty Ltd	Statewide Recycling
The Dirty Bucha of Byron Botanical Gin Blended With Lemon Myrtle Kombucha	330ml	Glass	Kombucha Brewing Co Pty Ltd t/as The Bucha of Byron	Marine Stores Ltd
The Dirty Bucha of Byron Premium Vodka Blended With Tropical Kombucha	330ml	Glass	Kombucha Brewing Co Pty Ltd t/as The Bucha of Byron	Marine Stores Ltd
Leishman Lager Midstrength	375ml	Aluminium	Leishman Lager Pty Ltd	Marine Stores Ltd
Brooklyn Black Ops Beer With Bourbon Added	750ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
Guinness Draught Brewed In Dublin	330ml	Glass	Lion Beer Spirits & Wine Pty Ltd t/as Lion Beer Australia	Marine Stores Ltd
Impressed Pressed Juice Tropical Breakfast Juice	425ml	PET	Made Brands Pty Ltd	Statewide Recycling
Maku Hemp Session Ale	355ml	Aluminium	Maku Beverage Pty Ltd	Statewide Recycling
Pro Live Fermented Probiotic Drink Light Gluten Free	63ml	Polystyrene	Manassen Foods Australia Pty Ltd	Statewide Recycling
Slipstream Brewing Co Hop Hero Series Azacca/Amarillo Pale Ale	375ml	Aluminium	Mighty Craft Operations Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Apple Cider Vinegar Live Sparkling Probiotic Creaming Soda	330ml	Glass	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Apple Cider Vinegar Live Sparkling Probiotic Creaming Soda	330ml	Glass	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Apple Cider Vinegar Live Sparkling Probiotic Watermelon Raspberry	330ml	Glass	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Chocolate Liquid Brekkie	250ml	LPB—Aseptic	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Coffee Liquid Brekkie	250ml	LPB—Aseptic	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Kombucha Apple Cider Vinegar Live Sparkling Probiotic Watermelon Raspberry	330ml	Glass	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Kombucha Live Sparkling Probiotic Cherry Cola	450ml	Aluminium	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Kombucha Live Sparkling Probiotic Cinnamon & Lime	450ml	Aluminium	Nexba Beverages Pty Ltd	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Nexba Naturally Sugar Free Kombucha Live Sparkling Probiotic Mixed Berry	330ml	Glass	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Kombucha Live Sparkling Probiotic Pineapple	330ml	Glass	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Lemon Squash Sparkling Soda	1 000ml	PET	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Orange & Mango Sparkling Mineral Water	1 000ml	PET	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Orange Sparkling Soda	375ml	Aluminium	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Orange Sparkling Soda	450ml	PET	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Pineapple Sparkling Soda	375ml	Aluminium	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Raspberry & Kiwi Sparkling Mineral Water	1 000ml	PET	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Strawberry Liquid Brekkie	250ml	LPB—Aseptic	Nexba Beverages Pty Ltd	Statewide Recycling
Nexba Naturally Sugar Free Vanilla Liquid Brekkie	250ml	LPB—Aseptic	Nexba Beverages Pty Ltd	Statewide Recycling
Pirate Life Brewing Belgian Black IPA	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Celebrating 30 Years of Quality Draught	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing D.D.D.H New England IPA #2	500ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Eyre Roasted Coffee Porter	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Jujube Cola Sour Ale	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Orange & Mango Sour Beer	500ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Stout	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing West Coast IIPA	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Pirate Life Brewing Wyong Roos Session Ale	355ml	Aluminium	Pirate Life Brewing Pty Ltd	Statewide Recycling
Cold Brew Americano BTS	270ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
Crystal Spring Peach Tea	420ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
Hot Brew Vanilla Latte BTS	270ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
IF Local Sensation Coconut Water 100% Natural	350ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
IF Local Sensation Mediterranean White Grape Juice With Aloe Vera	350ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
Mr Juicy Honey Pear Juice Drink	500ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
Mr Juicy Sugarcane Water Chestnut Juice Drink	500ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
Nestea Royal Milk Tea	210ml	Can—Steel	Rockman (Australia) Pty Ltd	Statewide Recycling
Nestea Royal Milk Tea Low Sugar	210ml	Can—Steel	Rockman (Australia) Pty Ltd	Statewide Recycling
Watson's Lime Flavoured Soda Water Low Sugar	420ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
Watson's Lychee Flavoured Soda Water Low Sugar	420ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
Watson's Peach Soda	500ml	PET	Rockman (Australia) Pty Ltd	Statewide Recycling
Sunraysia Apple & Blackcurrant Juice No Added Sugar	200ml	HDPE	Sabrands Australia Management Pty Ltd	Statewide Recycling
Sunraysia Apple & Mango Juice No Added Sugar	200ml	HDPE	Sabrands Australia Management Pty Ltd	Statewide Recycling
Sunraysia Apple & Orange Juice No Added Sugar	200ml	HDPE	Sabrands Australia Management Pty Ltd	Statewide Recycling
Sunraysia Apple & Strawberry Juice No Added Sugar	200ml	HDPE	Sabrands Australia Management Pty Ltd	Statewide Recycling
Sunraysia Apple Juice No Added Sugar	200ml	HDPE	Sabrands Australia Management Pty Ltd	Statewide Recycling
Sunraysia Tropical Juice No Added Sugar	200ml	HDPE	Sabrands Australia Management Pty Ltd	Statewide Recycling
Lord Nelson Brewery Smooth Sailing Session Ale	375ml	Aluminium	Samuel Smith & Son Pty Ltd	Statewide Recycling
Shapeshifter Brewing Co Level Up Oat Cream IPA	375ml	Aluminium	Shapeshifter Brewing Company Pty Ltd	Statewide Recycling
Shifty Lizard Brewing Co Black Triple EYEPA	440ml	Aluminium	Shifty Lizard Brewing Co Pty Ltd	Statewide Recycling
Shifty Lizard Brewing Co Gila Monsters Double IPA	375ml	Aluminium	Shifty Lizard Brewing Co Pty Ltd	Statewide Recycling
Shifty Lizard Brewing Co Jamaican Me Hazy IPA	375ml	Aluminium	Shifty Lizard Brewing Co Pty Ltd	Statewide Recycling
Shifty Lizard Brewing Co Nitro Hoppy Irish Red Ale	440ml	Aluminium	Shifty Lizard Brewing Co Pty Ltd	Statewide Recycling
Shifty Lizard Brewing Co Rush'N Imperial Oatcream Stout	440ml	Aluminium	Shifty Lizard Brewing Co Pty Ltd	Statewide Recycling
Northbrook Lightly Sparkling Mineral Water With A Hint Of Lime Flavour	1 250ml	PET	Slades Beverages Pty Ltd	Statewide Recycling
Northbrook Sparkling Orange And Mango With Natural Mineral Water 5% Juice	1 250ml	PET	Slades Beverages Pty Ltd	Statewide Recycling
Regal Diet Lemon Lime & Bitters Mineral Water With 5% Juice	1 250ml	PET	Slades Beverages Pty Ltd	Statewide Recycling
Crowne Plaza Re-Hydrate On Us	350ml	PET	Springwater Beverages Pty Ltd	Statewide Recycling
Stomping Ground Brewing Co Key Lime Smash Refreshing Sour Beer	355ml	Aluminium	Stomping Ground Brewing Pty Ltd	Statewide Recycling
Stomping Ground Brewing Co Raspberry Smash Refreshing Sour Beer	355ml	Aluminium	Stomping Ground Brewing Pty Ltd	Statewide Recycling
Orangina Original Shake The Pulp	250ml	Glass	The Old Croissant Factory	Statewide Recycling
Rodenbach Fruitage	250ml	Aluminium	The Tetleys Company Pty Ltd	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Bond Store Beach Ale	375ml	Aluminium	The Trustee For Bond Store Wallaroo Unit Trustee	Statewide Recycling
Bond Store Crisp Lager	375ml	Aluminium	The Trustee For Bond Store Wallaroo Unit Trustee	Statewide Recycling
Bond Store Hazy IPA	375ml	Aluminium	The Trustee For Bond Store Wallaroo Unit Trustee	Statewide Recycling
Bond Store IPA	375ml	Aluminium	The Trustee For Bond Store Wallaroo Unit Trustee	Statewide Recycling
Bond Store Pale Ale	375ml	Aluminium	The Trustee For Bond Store Wallaroo Unit Trustee	Statewide Recycling
Juice Lab Brain Power Super Shot Focus Ginger Calamansi, Guarana & Ginseng	60ml	Glass	Thirsty Brothers Pty Ltd	Statewide Recycling
Juice Lab Gut Health Super Shot Digest Apple Cider Vinegar Acacia & Wheatgrass	60ml	Glass	Thirsty Brothers Pty Ltd	Statewide Recycling
Juice Lab Vitality Super Shot Immune Orange Turmeric, Ginseng & Ginger	60ml	Glass	Thirsty Brothers Pty Ltd	Statewide Recycling
Stockade Brew Co Sour Ale Raspberry Burst	375ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Stockade Brew Co Barrel Aged Imperial Stout old Money Vintage 2021	375ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Wilde Beer Crisp Lager Gluten Free	330ml	Glass	Tribe Brands Pty Ltd	Statewide Recycling
Wilde Seltzer Pineapple & Passion	375ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
Wilde Seltzer Pomegranate & Pink Grapefruit	375ml	Aluminium	Tribe Brands Pty Ltd	Statewide Recycling
El Sueno Margarita Seltzer	250ml	Aluminium	W1 Drinks Pty Ltd	Marine Stores Ltd
El Sueno Paloma Pink Grapefruit Seltzer	250ml	Aluminium	W1 Drinks Pty Ltd	Marine Stores Ltd
El Sueno Watermelon Margarita Seltzer	250ml	Aluminium	W1 Drinks Pty Ltd	Marine Stores Ltd
Youjuice Multivitamin Squeeze Strawberry Mango Apple Pineapple	350ml	PET	Youjuice Pty Ltd	Statewide Recycling
Young Henrys Brewers Sides B.R.E.A.M East Coast Double IPL	375ml	Aluminium	Young Henrys Brewing Company Pty Ltd	Statewide Recycling
Young Henrys The Unifier Rolling Stone Hazy Pale	375ml	Aluminium	Young Henrys Brewing Company Pty Ltd	Statewide Recycling

ENVIRONMENT PROTECTION ACT 1993

SECTION 68

Revocation of Approval of Category B Containers

I, ANDREA KAYE WOODS, Delegate of the Environment Protection Authority ('the Authority'), pursuant to Section 68 of the *Environment Protection Act 1993* (SA) ('the Act') hereby revoke the approvals of the classes of Category B containers sold in South Australia as identified by reference to the following matters, which are described in the first 4 columns of Schedule 1 of this Notice:

- the product which each class of containers shall contain;
- the size of the containers;
- the type of containers;
- the name of the holders of these approvals.

These approvals are revoked as the Authority is satisfied that the waste management arrangement between the approval holder and the party named in Column 5 of Schedule 1 of this Notice has been cancelled.

Dated: 11 March 2021

ANDREA KAYE WOODS
Delegate of the Environment Protection Authority

SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
AFL Footy Water	650ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Aquench Pure Aussie Spring Water	1 500ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Aquench Pure Aussie Spring Water	600ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Black & Gold Natural Spring Water	600ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Black & Gold Natural Spring Water	1 500ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Crystal Peak Natural Spring Water	1 500ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Crystal Peak Natural Spring Water	250ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Crystal Peak Natural Spring Water	600ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Drink Up All Natural Spring Water	1 500ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Drink Up All Natural Spring Water	1 000ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Drink Up All Natural Spring Water	600ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Drink Up All Natural Spring Water Sports Cap	600ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
IGA Signature Natural Spring Water	600ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
IGA Signature Natural Spring Water	1 500ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
No Frills Natural Spring Water	1 500ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Revive Spring Water	600ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Woolworths Select Mountain Spring Water Sipper	250ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling
Woolworths Select Mountain Spring Water Sipper	1 000ml	PET	100% Bottling Company Pty Ltd	Statewide Recycling

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Shams Malt Beverage Apple	320ml	Glass	AUSCO	Statewide Recycling
Shams Malt Beverage Peach	320ml	Glass	AUSCO	Statewide Recycling
Shams Malt Beverage Pineapple	320ml	Glass	AUSCO	Statewide Recycling
Shams Malt Beverage Pomegranate	320ml	Glass	AUSCO	Statewide Recycling
Shams Malt Beverage Stout	320ml	Glass	AUSCO	Statewide Recycling
Shams Malt Beverage Strawberry	320ml	Glass	AUSCO	Statewide Recycling
Shams Malt Beverage Tropical	320ml	Glass	AUSCO	Statewide Recycling
Shams Non Alcoholic Malt Beverage Lemon Mint	280ml	Glass	AUSCO	Statewide Recycling
Shams Non Alcoholic Malt Beverage Regular	280ml	Glass	AUSCO	Statewide Recycling
Norda Frizzante	750ml	Glass	Alessi Beverages Pty Ltd	Statewide Recycling
Norda Naturale	750ml	Glass	Alessi Beverages Pty Ltd	Statewide Recycling
Norda Sparkling Mineral Water	1 500ml	PET	Alessi Beverages Pty Ltd	Statewide Recycling
Norda Still Mineral Water	1 500ml	PET	Alessi Beverages Pty Ltd	Statewide Recycling
Loux Gazoza Fruit Drink	330ml	PET	Arfoods Group Pty Ltd	Statewide Recycling
Loux Lemon Fruit Drink	330ml	PET	Arfoods Group Pty Ltd	Statewide Recycling
Loux Lemon Fruit Drink	250ml	Glass	Arfoods Group Pty Ltd	Statewide Recycling
Loux Orange Fruit Drink	330ml	PET	Arfoods Group Pty Ltd	Statewide Recycling
Loux Orange Fruit Drink	250ml	Glass	Arfoods Group Pty Ltd	Statewide Recycling
Loux Sour Cherry Fruit Drink	250ml	Glass	Arfoods Group Pty Ltd	Statewide Recycling
Loux Sour Cherry Fruit Drink	330ml	PET	Arfoods Group Pty Ltd	Statewide Recycling
Hansi Blood Orange Lemonade	330ml	Glass	Raw Materials	Statewide Recycling
Hansi Blood Orange Lemonade	750ml	Glass	Raw Materials	Statewide Recycling
Hansi Lemon Lemonade	330ml	Glass	Raw Materials	Statewide Recycling
Hansi Lemon Lemonade	750ml	Glass	Raw Materials	Statewide Recycling
Hansi Pink Lemonade	330ml	Glass	Raw Materials	Statewide Recycling
Hansi Pink Lemonade	750ml	Glass	Raw Materials	Statewide Recycling
Hansi Traditional Lemonade	330ml	Glass	Raw Materials	Statewide Recycling
Hansi Traditional Lemonade	750ml	Glass	Raw Materials	Statewide Recycling
Duff Energy Drink	375ml	Can— Aluminium	Venross Pty Ltd t/as VR Distribution	Statewide Recycling

ENVIRONMENT PROTECTION ACT 1993

SECTION 68

Vary the Approval of Category B Containers

I, ANDREA KAYE WOODS, Delegate of the Environment Protection Authority ('the Authority'), pursuant to Section 68 of the *Environment Protection Act 1993* (SA) ('the Act') hereby:

Approve as Category B Containers, subject to the conditions 1,2,3 and 4 below, each of the classes of containers identified by reference to the following matters described in the first 4 columns of Schedule 1 of this Notice which are sold in South Australia:

- the product which each class of containers contain;
- the size of the containers;
- the type of containers;
- the name of the holders of these approvals.

- That containers of the class to which the approval relates must bear the refund marking specified by the Authority for containers of that class.
- The holder of the approval must have in place an effective and appropriate waste management arrangement in relation to containers of that class. For the purpose of this approval notice the company named in Column 5 of Schedule 1 of this Notice is the nominated super collector.
- In the case of an approval in relation to Category B containers that the waste management arrangement must require the holder of the approval to provide specified super collectors with a declaration in the form determined by the Authority in relation to each sale of such containers by the holder of the approval as soon as practicable after the sale.
- The holder of these approvals must ensure that if a sticker bearing the refund marking has been approved, and is applied to the container, then the sticker must not be placed on any portion of the opening mechanism or in any other place that would require complete or partial removal of the sticker before the contents may be consumed.

Dated: 11 March 2021

ANDREA KAYE WOODS
Delegate of the Environment Protection Authority

SCHEDULE 1

Column 1	Column 2	Column 3	Column 4	Column 5
Product Name	Container Size	Container Type	Approval Holder	Collection Arrangements
Feral Brewing Co Dark Matter Porter	330ml	Glass	Feral Brewing Company Pty Ltd	Statewide Recycling
Feral Brewing Co Hop Hog Pale Ale	375ml	Can—Aluminium	Feral Brewing Company Pty Ltd	Statewide Recycling

GEOGRAPHICAL NAMES ACT 1991
FOR PUBLIC CONSULTATION

Notice of Intention to Assign a Name to a Bridge as part of the Gawler East Link Project

NOTICE is hereby given pursuant to the provisions of the above Act, that the Attorney-General seeks public comment on a proposal to:

- Assign the name of MIRNU WAADLAKATHA BRIDGE to that bridge constructed over the South Para River as part of the Gawler East Link Project.

Copies of the plan for this naming proposal can be viewed at:

- the Office of the Surveyor-General, 101 Grenfell Street, Adelaide
- the Land Services website at www.sa.gov.au/placenameproposals

Submissions in writing regarding this proposal may be lodged with the Surveyor-General, GPO Box 1354, Adelaide SA 5001, within one month of the publication of this notice.

Dated: 11 March 2021

MICHAEL BURDETT
Surveyor-General
Attorney-General's Department

DPTI 2020/15575/01

HOUSING IMPROVEMENT ACT 2016

Rent Control Revocations

WHEREAS the Minister for Human Services Delegate is satisfied that each of the houses described hereunder has ceased to be unsafe or unsuitable for human habitation for the purposes of the *Housing Improvement Act 2016*, notice is hereby given that, in exercise of the powers conferred by the said Act, the Minister for Human Services Delegate does hereby revoke the said Rent Control in respect of each property.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio
1 Morgan Street, West Hindmarsh SA 5007	Allotment 55 Deposited Plan 1342 Hundred of Yatala	CT5555/651
16 East Street, Port Wakefield SA 5550	Allotment 140 Filed Plan 175460 Hundred of Inkerman	CT5818/621, CT713/132, CT5818/621
1 Hocking Street, Brompton SA 5007	Allotment 2 Deposited Plan 80575 Hundred of Yatala	CT6018/429, CT6018/430, CT6037/114, CT6037/115
59 Princes Street, Croydon SA 5008	Allotment 46 Filed Plan 115858 Hundred of Yatala	CT5695/164

Dated: 11 March 2021

CRAIG THOMPSON
Acting Housing Regulator and Registrar
Housing Safety Authority, SAHA
Delegate of Minister for Human Services

JUSTICES OF THE PEACE ACT 2005

SECTION 4

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

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

For a period of ten years for a term commencing on 15 March 2021 and expiring on 14 March 2031:

Sevara YUNUS
Connor Lachlan William WATSON
Rakhwinder SINGH
Benjamin James SANDERSON
V Letchemi Pillai S VELAUTHA
Carla Ruth RINGVALL
Wayne Reginald PHILP
Graeme Edward PAYNE
Katharine Scott MITCHELL
Kyle Edward MARTIN
Roger Phillip LEVI
Matthew Brent KIDNER
Muhammad Wahed KHAN
Kate KARKI
Vasilis IOANNIDES
David William HOOD
Apoorva Hemangbhai DIPANKAR
Carmel Ann DINEEN
Jason Aaron CRANWELL
David BECKETT
Heidi Rhina Lisel AOUKAR

Dated: 5 March 2021

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 50 Flinders Street, Adelaide SA 5000, acquires the following interests in the following land:

Comprising an unencumbered estate in fee simple in that piece of land being the whole of Unit 3 in Strata Plan No. 144 comprised in Certificate of Title Volume 5042 Folio 626

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 \$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) 8343 2619

Dated: 11 March 2021

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

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

DIT 2020/09817

LAND ACQUISITION ACT 1969

SECTION 16

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

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

Comprising an unencumbered estate in fee simple in that piece of land being the whole of Lot 2 in Primary Community Plan No. 21267 comprised in Certificate of Title Volume 5874 Folio 846

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 \$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) 8343 2619

Dated: 11 March 2021

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

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

DIT 2020/019823/01

MENTAL HEALTH ACT 2009

Revocation of Temporary Condition

NOTICE is hereby given, in accordance with Section 96 of the *Mental Health Act 2009*, that the determination made by the Chief Psychiatrist on the 2 May 2019 that:

“The determination of the Glenside Health Service, 226 Fullarton Road, Glenside SA 5065, as an Approved Treatment Centre be subject to the following temporary condition:

The Inpatient Rehabilitation Service, Glenside Health Service, may continue to operate as an adult mental health rehabilitation unit providing that:

An intervention plan approved by the Chief Psychiatrist is in place to monitor and manage the quality and safety of care on the unit.”
is revoked.

Dated: 11 March 2021

DR JOHN BRAYLEY
Chief Psychiatrist

NATIONAL PARKS AND WILDLIFE ACT 1972

Co-management Agreement—Dhilba Guuranda–Innes National Park

I, David Speirs, Minister for Environment and Water, hereby give notice under the section 43F(6) of the *National Parks and Wildlife Act 1972* that, on 17 August 2020, a co-management agreement was entered into for the Dhilba Guuranda–Innes National Park with the Narungga Nation Aboriginal Corporation on behalf of the Narungga people.

Dated: 18 September 2020

HON DAVID SPEIRS MP
Minister for Environment and Water

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

CESSATION OF SUSPENSION

Petroleum Retention Licence—PRL 131

Pursuant to Section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the suspension of PRL 131 dated 3 September 2020 has been ceased with effect from 6 March 2021, pursuant to delegated powers dated 29 June 2018.

The expiry date of PRL 131 is now determined to be 5 May 2025.

Dated: 5 March 2021

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of Energy and Mining
Delegate of the Minister for Energy and Mining

LOCAL GOVERNMENT INSTRUMENTS

CITY OF ADELAIDE

LOCAL GOVERNMENT ACT 1999—SECTION 12(7)

Preparation of Representation Options Paper for Public Consultation

The City of Adelaide is required to undertake a Representation Review between June 2020 and October 2021. The Review will determine whether a change of arrangements is required in respect to elector representation to ensure that the electors of the City of Adelaide are adequately and fairly represented.

Pursuant to the provisions of section 12(7) of the *Local Government Act 1999*, notice is hereby given that council has prepared a Representation Options paper that examines the advantages and disadvantages of the various options available in regards to the composition and structure of council, the division of the council area into wards.

Copies of the Representation Options paper are available for free at the Council's principal office, 25 Pirie Street Adelaide, and at any of its libraries and community centres (except for the Box Factory).

For further information on the consultation process or to provide feedback on the Representation Options paper you can visit yoursay.cityofadelaide.com.au at any time or Council's principal office, or any of its libraries and community centres (except the Box Factory) during ordinary office hours.

Written submissions can also be directed to Clare Mockler, Acting CEO, the City of Adelaide, 25 Pirie Street Adelaide SA 5000 or emailed to Governance@cityofadelaide.com.au.

Consultation is open from 11 March 2021. All submissions must be received by 5pm, Friday 30 April 2021. You will also be able to directly provide feedback through Council's Your Say Adelaide website during this time.

Enquiries regarding the representation review can be directed to Daniel Dolatowski on telephone (08) 8203 7653 or by emailing Governance@cityofadelaide.com.au.

Dated: 11 March 2021

CLARE MOCKLER
Acting Chief Executive Officer

CITY OF BURNSIDE

Assignment of a Name for New Roads

NOTICE is hereby given that pursuant to section 219(1) of the *Local Government Act 1999*, the City of Burnside at the meeting held on 9 February 2021 resolved (090221/12745) to assign names to roads within stage 2 of the Glenside redevelopment site as detailed below:

- New roads being Blue Gum Drive, Rose Lane, Azalea Lane, Dahlia Lane, Cypress Street, Dianella Street, Lomandra Avenue and Tea Tree Street; and
- Extensions of roads being Harriet Lucy Drive, Mulberry Road, Eucalyptus Lane and Amber Woods Drive.

A plan that delineates these roads and the assigned names, together with a copy of the Council's resolution are both available for inspection at the Council's principal office, 401 Greenhill Road, Tasmore and on Council's website <https://engage.burnside.sa.gov.au/glenside-road-naming-2>.

Dated: 11 March 2021

CHRIS COWLEY
Chief Executive Officer

CITY OF CHARLES STURT

Representation Review

Notice is hereby given that the City of Charles Sturt has undertaken a review to determine whether alterations are required in respect to elector representation, including ward boundaries and the composition of the Council.

Representation Review Report

Pursuant to section 12(8a) of the *Local Government Act 1999* the Council has prepared a Representation Review Report which details the review process, public consultation undertaken and a proposal for the Council's elected representation that it considers could be carried into effect. A copy of this Report is available on the Council's website at www.charlessturt.sa.gov.au and for inspection at:

- Civic Centre—72 Woodville Road, Woodville; or
- by contacting Mary Del Giglio on 8408 1120 or by email mdelgiglio@charlessturt.sa.gov.au

Written Submissions

Written submissions are invited from interested persons from Thursday, 11 March 2021 and must be received by 5pm on Thursday, 1 April 2021. Written submissions should be addressed to:

Representation Review
City of Charles Sturt
Via mail to: PO Box 1, Woodville SA 5011
Via email to: council@charlessturt.sa.gov.au
Via Yoursay at: <https://www.yoursaycharlessturt.com.au/>
In person: Civic Centre—72 Woodville Road, Woodville

Any person(s) making a written submission will be invited to appear before a meeting of the Council or Council committee to be heard in respect of their submission.

Information regarding the Representation Review can be obtained by contacting Kerrie Jackson on 8408 1115 or email kjackson@charlessturt.sa.gov.au.

Dated: 11 March 2021

PAUL SUTTON
Chief Executive

CITY OF MITCHAM
CORPORATION OF THE CITY OF UNLEY
CENTENNIAL PARK CEMETERY AUTHORITY
Regional Subsidiary—Charter 2020

1. INTRODUCTION

1.1 *Name*

The name of the subsidiary is the Centennial Park Cemetery Authority.

1.2 *Definitions*

Act means the *Local Government Act 1999* and includes all regulations made under that Act;

Annual Business Plan means the annual business plan adopted by the Board pursuant to Clause 7.5;

Authority means the Centennial Park Cemetery Authority;

Board means the Board of Management of the Authority provided for in Clause 5;

Board Member means at any time a Constituent Council Board Member and an Independent Board Member;

Borrowings Limit means at any time the amount authorised by the Constituent Councils in the current Budget;

Budget means the annual budget last adopted by the Board pursuant to Clause 7.5;

Centennial Park means the Centennial Park Cemetery and its associated facilities and services;

Chairperson means the member of the Board appointed to that office for the purposes of Clause 5.7;

Chief Executive Officer means at any time the person appointed as the Chief Executive Officer of the Authority and includes that person's deputy or a person acting in that position;

Constituent Council Board Member means a member of the Board appointed under Clause 5.3.2.1;

Constituent Councils means those Councils identified in Clause 2.1.1;

Council means a Council constituted under the Act;

CPCA Owners' Executive Committee means a Committee comprised of the Chief Executive Officers and Mayors of the Constituent Councils;

Date of Withdrawal means the date a Constituent Council's withdrawal from the Authority becomes effective pursuant to Clause 4.2;

Day means a business day,

Deputy Chairperson means the member of the Board appointed to that office for the purposes of Clause 5.7;

Executive Meetings means the meetings convened by the CPCA Owners' Executive Committee for the purposes of Clause 4.5.3;

Financial Statements has the same meaning as in the Act;

Financial Year means 1 July in each year to 30 June in the subsequent year;

Gazette means the *South Australian Government Gazette*;

Independent Board Member means a member of the Board appointed under Clause 5.3.2.2;

Liability Guarantee Fee means the annual fee paid to the Constituent Councils by the Authority in accordance with Clause 2.4;

Long Term Financial Plan means the long term financial plan prepared by the Authority for the purposes of Clause 7.1;

Minister means the South Australian State government Minister with responsibility for Local Government;

Nominations Committee is the Committee convened by the Board from time to time under Clause 5.3.1;

Regulations means the *Local Government (Financial Management) Regulations 2011*;

Strategic Plan means the strategic plan adopted by the Board for the purposes of Clause 7.1;

Third Party Venture means the power to undertake a commercial project with a third party (exceeding any contract or arrangement for the supply of goods or services to the Authority) such venture requiring the prior consent of the Constituent Councils.

1.3 *Interpretation*

In this Charter, unless the context otherwise requires:

1.3.1 headings do not affect interpretation;

1.3.2 singular includes plural and plural includes singular;

1.3.3 words of one gender include any gender;

1.3.4 a reference to a person includes a partnership, corporation, association, government body and any other entity;

1.3.5 a reference to legislation includes any amendment to it, any legislation substituted for it and any subordinate legislation made under it;

1.3.6 an unenforceable provision or part of a provision of this Charter may be severed and the remainder of this Charter continues in force, unless this would materially change the intended effect of this Charter;

1.3.7 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and

1.3.8 a reference to a 'clause' means a Clause of this Charter.

2. THE AUTHORITY

2.1 *Establishment and Charter*

- 2.1.1 The Authority is a regional subsidiary established under the Act by the City of Mitcham and the Corporation of the City of Unley.
- 2.1.2 This Charter must be reviewed as required by the Act but may be amended at any time by a unanimous decision of the Constituent Councils.
- 2.1.3 The Constituent Councils must take into account any recommendations of the Board before voting to amend the Charter.
- 2.1.4 The chief executive officers of the Constituent Councils have determined that a copy of the Charter, must be published on the website of the Authority.
- 2.1.5 This Charter must be read in conjunction with Parts 2 and 3 of Schedule 2 to the Act. The Authority shall conduct its affairs in accordance with Schedule 2 to the Act except as modified by this Charter in a manner permitted by Schedule 2.

2.2 *Objects and Purposes*

The Authority is established to:

- 2.2.1 care for, protect, manage, operate and improve Centennial Park and its associated assets, facilities and services located either at Centennial Park Cemetery or elsewhere in an efficient and effective manner;
- 2.2.2 deliver effective and sustainable service provision for the Constituent Councils, customers of Centennial Park and the community of South Australia;
- 2.2.3 establish and demonstrate ethical policies and standards, in accordance with the rights of customers and industry standards;
- 2.2.4 provide security of tenure for all interment licences at Centennial Park;
- 2.2.5 undertake key strategic and policy decisions for the purposes of enhancing and developing Centennial Park; and
- 2.2.6 be financially sustainable and self-sufficient through the application of sound financial and business management practices.

2.3 *National Competition Policy*

- 2.3.1 The Authority is involved in a significant business activity.
- 2.3.2 The Authority will implement principles of competitive neutrality in respect of significant business activities to the extent that the benefits to be realised from the implementation of the principles of competitive neutrality outweigh the costs associated with the implementation.

2.4 *Liability Guarantee*

- 2.4.1 Pursuant to Clause 31 of Schedule 2 to the Act, the liabilities incurred or assumed by the Authority are guaranteed by the Constituent Councils.
- 2.4.2 The Authority must pay an annual Liability Guarantee Fee, to each Constituent Council, on account of the guarantee under Clause 2.4.1.
- 2.4.3 Subject to Clause 2.4.4, the Liability Guarantee Fee is fixed at \$319,000 to each Constituent Council for the 2019-2020 Financial Year. Each year thereafter the Liability Guarantee Fee will be increased by a percentage equivalent to CPI—All Groups Adelaide March Quarter; or
- 2.4.4 The Liability Guarantee Fee will be reviewed and re-set by the Board in consultation by the CPCA Owners' Executive Committee once in every five years having regard to:
 - 2.4.4.1 The future financial sustainability of the Authority;
 - 2.4.4.2 The financial projections of the Authority as set out in its Long Term Financial Plan;
 - 2.4.4.3 The amount that equals 2.5% of the total gross liabilities of the Authority as at 1 July of the Financial Year that the Liability Guarantee Fee is to be paid; and
 - 2.4.4.4 The estimate of the liability of the Authority for the future upkeep of graves and gardens, as determined by an independent actuarial consultant engaged by the Authority at its cost, on terms and conditions agreed by the CPCA Owners' Executive Committee.
- 2.4.5 The Constituent Councils may in their absolute discretion unanimously agree to increase or waive or reduce the Liability Guarantee Fee for any particular financial year(s) either on their own initiative or based on a submission by the Authority to the Constituent Councils.

3. FUNCTIONS AND POWERS

3.1 Subject to this Charter the functions and powers of the Authority are to be exercised for the purpose of performing the Authority's Objects and Purposes:

- 3.1.1 to provide, equip, operate and maintain one or more public cemetery facilities, crematoriums, mausoleums and mortuaries;
- 3.1.2 to provide, sell, lease or hire monuments, tombstones, trees, flowers and other things incidental to interment and memorialisation of cremated remains and burials;
- 3.1.3 to promote the services and facilities of Centennial Park and to carry out any business or operation the Authority considers can enhance the value and render profitable any of the facilities or services of Centennial Park;
- 3.1.4 establish other facilities and services incidental or ancillary to the establishment, operation and management of cemeteries, crematoriums, mortuaries and mausoleums;
- 3.1.5 to promote, investigate or utilise alternative lawful methods of disposing of human remains;
- 3.1.6 to accumulate surplus funds including for investment purposes;
- 3.1.7 to establish and maintain a reserve fund or funds clearly identified for the upkeep and/or replacement of fixed assets of the Authority or meeting any deferred liability of the Authority;

- 3.1.8 to establish and maintain a cash reserve development fund or funds clearly identified for future initiatives supported by the strategic management plans;
 - 3.1.9 subject to Clause 7.4, to enter into any kind of contract or arrangement, including Third Party Ventures;
 - 3.1.10 subject to Clauses 3.3 and 7.4, to purchase, sell, lease, hire, rent or otherwise acquire or dispose of any real or personal property or interests therein;
 - 3.1.11 to borrow funds and incur expenditure in accordance with Clause 7.4;
 - 3.1.12 to expend funds consistent with industry practice for philanthropic purposes;
 - 3.1.13 to employ, engage determine conditions of employment/engagement, remunerate, remove, suspend or dismiss/terminate the Chief Executive Officer of the Authority;
 - 3.1.14 to employ, engage or retain professional advisers to the Authority;
 - 3.1.15 to directly market the skills and expertise of its employees and its products and services for the benefit of the Authority and the Constituent Councils;
 - 3.1.16 to charge whatever fees the Authority considers appropriate for services rendered to any person, body or Council (other than a Constituent Council) provided that such fees charged by the Authority shall be sufficient to at least cover the cost to the Authority of providing the services;
 - 3.1.17 subject to Clause 7.4, to institute, initiate and carry on legal proceedings;
 - 3.1.18 to adopt and use a trading name provided that the Authority must first register the trading name with the Office of Consumer and Business Affairs in accordance with the *Business Names Act 1996*;
 - 3.1.19 subject to Clause 7.4, to agree to undertake a project in conjunction with any Council or government agency or authority and in so doing to participate in the formation of a trust, partnership or joint venture with any Council or government agency or authority to give effect to the project;
 - 3.1.20 to open and operate bank accounts;
 - 3.1.21 to make submissions for and accept grants, subsidies and contributions to further its objects and purposes;
 - 3.1.22 to invest any funds of the Authority in any investment provided that:
 - 3.1.22.1 in exercising this power of investment, the Authority must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
 - 3.1.22.2 the Authority must avoid investments that are speculative or hazardous in nature;
 - 3.1.23 without limiting the power in Clause 3.1.22, to lend money to a Constituent Council on terms determined by agreement between the Authority and the Constituent Council;
 - 3.1.24 to with the prior approval of the Board of the Authority, undertake its functions and exercise its powers outside the areas of the Constituent Councils to the extent considered necessary or expedient to the performance of its functions by the Board, including by providing services ancillary to the purpose of the Authority;
 - 3.1.25 provided that the consent of the Constituent Councils has first been obtained to participate in a trust, including by becoming and exercising the powers of a trustee, not inconsistent with this Charter or the objects and purposes of the Authority; and
 - 3.1.26 the power to do anything else necessary or convenient for or incidental to the exercise, performance or discharge of its powers, functions or duties or the attainment of its objects and purposes.
- 3.2 *Other Powers, Functions and Duties*
- The Authority may exercise such other functions, powers and duties as are delegated to or imposed on the Authority by the Constituent Councils from time to time.
- 3.3 *Property*
- 3.3.1 All property held by the Authority is held by it on behalf of the Constituent Councils.
 - 3.3.2 No property of the Authority may be sold, encumbered or otherwise dealt with outside of the ordinary course of business unless authorised by:
 - 3.3.2.1 the strategic management plans; or
 - 3.3.2.2 the prior approval of both Constituent Councils.

4. CONSTITUENT COUNCILS

- 4.1 *Equitable Interest*
 - 4.1.1 Subject to Clause 4.1.2, the equitable interest of the Constituent Councils in the Authority is agreed as follows:
 - 4.1.1.1 City of Mitcham: 50%
 - 4.1.1.2 City of Unley: 50%
 - 4.1.2 The equitable interest of the Constituent Councils in the Authority as set out at subclause 4.1.1 may be varied by agreement of the Constituent Councils and will be varied where a new Constituent Council or Councils is admitted to the Authority or where an existing Constituent Council withdraws from the Authority pursuant to Clause 4.2.
 - 4.2 *Withdrawal of a Constituent Council*
 - 4.2.1 The withdrawal of either Constituent Council is inconsistent with the requirements of Section 43 of the Act.
 - 4.2.2 Upon a Constituent Council providing no less than six months' notice of its intention to withdraw from the Authority to the other Constituent Council and the Authority, the Authority on behalf of the Constituent Councils will notify the Minister and request that the Authority be wound up under Clause 33(2), Schedule 2 of the Act.
 - 4.3 *New Members*
- Subject to the provisions of the Act, and in particular, to obtaining the Minister's approval, a Council may become a Constituent Council by agreement of both Constituent Councils and this Charter may be amended to provide for the admission of a new Constituent Council or Councils, with or without conditions.

- 4.4 *Constituent Councils May Direct the Authority*
- 4.4.1 The Authority is subject to the joint direction and control of the Constituent Councils.
- 4.4.2 To be effective, a direction or other decision of the Constituent Councils must be a decision agreed to by both Constituent Councils and evidenced by minutes signed by the Chief Executive Officer of each of the Constituent Councils as a true and accurate record of a decision made by the delegate or at the relevant meeting which minute must be provided to the Chief Executive Officer of the Authority.
- 4.5 *Owners' Executive Committee*
- 4.5.1 The Constituent Councils have appointed the CPCA Owners' Executive Committee as their representatives to provide advice to the Authority and act as a conduit to the Constituent Councils on the performance of the Authority.
- 4.5.2 The CPCA Owners' Executive Committee has the following responsibilities:
- 4.5.2.1 to foster a positive and collaborative relationship between the Constituent Councils and the Authority;
- 4.5.2.2 receive and provide comment on the quarterly reports prepared by the Authority on performance against the Annual Business Plan and Budget;
- 4.5.2.3 appointment of the Chairperson and Deputy Chairperson from amongst the Independent Board Members after giving due consideration to the recommendations of the Board;
- 4.5.2.4 approve the terms and conditions of appointment for the Independent Board Members;
- 4.5.2.5 set the annual remuneration payable to the Chairperson;
- 4.5.2.6 approve a decision of the Board to revoke the appointment of an Independent Board Member;
- 4.5.2.7 receive the report of the Board on the Annual Performance evaluation of the Authority;
- 4.5.2.8 liaise with the Authority to provide feedback, guidance and direction to the Board and Management on matters related to ownership; and
- 4.5.2.9 provide information reports to the Constituent Councils on the activities and performance of the Authority, having regard to the commercial in confidence nature of such information.
- 4.5.3 *Executive Meetings*
- 4.5.3.1 The CPCA Owners' Executive Committee, the Chairperson of the Authority and the Chief Executive of the Authority will meet quarterly or as otherwise determined by the CPCA Owners' Executive Committee to discuss the performance of the Authority.
- 4.5.3.2 The Authority must complete a performance and issues report in anticipation of each Executive Meeting, clearly identifying matters which are considered to be confidential, and provide a copy of the report to each Executive Meeting participants no less than five days prior to the Executive Meeting.
- 4.5.3.3 All meetings are to be held in confidence and not open to members of the Constituent Councils or their staff unless attending in an acting capacity or as otherwise invited by the CPCA Owners' Executive. For the avoidance of doubt, in the absence of a Constituent Council Mayor, the Acting Mayor or Deputy Mayor is considered to be a proxy member of the CPCA Owners' Executive. In the absence of a Deputy Mayor, the Constituent Councils must nominate a proxy to the Mayor who will hold office for a period of up to 2 years.
- 4.5.3.4 Meetings will be chaired on an alternating basis by the Mayor of each Constituent Council or as otherwise agreed.

5. BOARD OF MANAGEMENT

5.1 *Role of the Board*

The Authority is a body corporate and is governed by a Board of Management which has the responsibility to manage the business and other affairs of the Authority in accordance with this Charter, all relevant legislation including the Act and any delegations made to it.

5.2 *Functions of the Board*

In addition to the functions of the Board set out in the Act, the functions of the Board include:

- 5.2.1 striving to position the Authority as a premier provider of cemetery services in South Australia;
- 5.2.2 the formulation of strategic management plans and strategies aimed at improving the business of the Authority;
- 5.2.3 providing professional input and policy direction to the Authority;
- 5.2.4 ensuring strong accountability and stewardship of the Authority;
- 5.2.5 monitoring, overseeing and measuring the performance of the Chief Executive Officer of the Authority;
- 5.2.6 ensuring that a code of ethical behaviour and integrity is established, implemented and maintained in all activities undertaken by the Authority;
- 5.2.7 paying the Liability Guarantee Fee in accordance with Clause 2.4;
- 5.2.8 implementing such policies and procedures as to give effect to good governance, risk management and administrative practices;
- 5.2.9 exercising the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons;
- 5.2.10 ensuring that information provided to the Constituent Councils is accurate;
- 5.2.11 ensuring that Constituent Councils are advised, as soon as reasonably practicable, of any material developments that affect the risk profile, or the financial or operating capacity of the Authority or gives rise to the expectation that the Authority may not be able to meet its debts as and when they fall due; and
- 5.2.12 developing and giving effect to policies that reflect the Authority's responsibilities under the *National Competition Policy and the Competition and Consumer Act 2010* (Commonwealth) and ensuring that the Authority operates in accordance with this Charter and all relevant legislation.

5.3 *Membership of the Board*

- 5.3.1 Board Members will be selected on the basis that the Board as a whole will possess a diverse range of skills appropriate for the strategic needs of the Authority. To facilitate this outcome prior to a vacancy on the Board being filled, an analysis of the skills possessed by the Board will be undertaken by the Nominations Committee and approved by the Board before being provided to the CPCA Owners' Executive Committee.
- 5.3.2 The Board shall consist of seven members being:
- 5.3.2.1 *Constituent Council Board Members*
- (a) Each Constituent Council must appoint for a maximum period of two years and on such other conditions as the Constituent Council may determine, two Board Members, of which one must be a Council member.
 - (b) Council members and council employees, other than members of the CPCA Owners' Executive Committee, are eligible for appointment as Constituent Council Board Members.
 - (c) Council members and council employees who seek appointment by a Constituent Council must submit an application in writing to the Council which addresses the skills requirements identified by the Nominations Committee.
 - (d) An application will be considered by the CPCA Owners Executive Committee working with an independent consultant, engaged for that purpose.
 - (e) The CPCA Owners Executive Committee will based on the recommendations of the independent consultant make a recommendation to each Constituent Council regarding the suitability, or otherwise of the applicants and nominate specific applicants who in their opinion best fulfil the requirements of Centennial Park.
 - (f) In determining their appointment, the Constituent Councils will give due consideration to the skills mix analysis prepared by the Nominations Committee and the recommendations of the CPCA Owners Executive Committee and independent consultant.
 - (g) The Constituent Council can at its absolute discretion elect to make an appointment to the Board or not. If the Constituent Council elects not to make an appointment the position remains vacant until Council resolves otherwise.
- 5.3.2.2 *Independent Board Members*
- (a) Three independent members appointed for a maximum period of three years on terms and conditions determined by the Board and approved by the CPCA Owners' Executive Committee.
- 5.3.3 A person who is or has been affected by any of the circumstances set out in Clause 5.4.3 is ineligible for appointment or reappointment as a Board Member.
- 5.3.4 No Deputy Board Members will be appointed.
- 5.3.5 Each Constituent Council must give notice in writing to the Authority of its appointment of Board Members, the term of appointment and of any termination or revocation of those appointments.
- 5.3.6 Subject to Clause 5.3.7, the Board will appoint three Independent Board Members as follows:
- 5.3.6.1 the Board will convene a Nominations Committee for the purposes of sourcing, assessing and recommending candidates for the position of Independent Board Member;
- 5.3.6.2 the Board will consider the recommendations of the Nominations Committee and determine a preferred candidate for position as Independent Board Member; and
- 5.3.6.3 the Board will obtain the approval of the CPCA Owner Executive Committee prior to appointing a person as an Independent Board Member.
- 5.3.7 Where reasonably practical, the terms of the Independent Board Members will be determined so that no more than one Independent Board Member's term expires in any calendar year.
- 5.3.8 The Board may by a two-thirds majority vote of the Board Members present (excluding the Board Member subject to this Clause 5.3.8) make a recommendation to the relevant Constituent Council requesting that the Constituent Council terminate the appointment of a Constituent Council Board Member that it has appointed under Clause 5.3.2 or, to the CPCA Owners' Executive Committee, to terminate the appointment of an Independent Board Member; for:
- 5.3.8.1 any behaviour of the Board Member, which in the opinion of the Board, amounts to impropriety and includes, but is not limited to, a breach of the Board Member's obligations under the Act;
- 5.3.8.2 serious neglect of duty in attending to his/her responsibilities as a Board Member;
- 5.3.8.3 breach of fiduciary duty to the Authority;
- 5.3.8.4 breach of the duty of confidentiality to the Authority; or
- 5.3.8.5 any other behaviour which, in the opinion of the Board, may discredit the Authority.
- 5.3.9 A notice in writing signed by the Chief Executive Officer of the Authority will be sufficient evidence of an appointment, termination or revocation of an appointment of an Independent Board Member.

5.4 *Office of Board Member*

- 5.4.1 The maximum periods that a person can serve as a Board Member is:
- 5.4.1.1 in respect of a Constituent Council Board Member, eight continuous years;
- 5.4.1.2 in respect of an Independent Board Member (except where Clause 5.4.1.3 applies), nine continuous years; and
- 5.4.1.3 in respect of an Independent Board Member who has served as the chairperson of the Authority, twelve years provided there is a recommendation of the Board, and approved CPCA Owners Executive Committee.

- 5.4.2 A Board Member is, subject to Clauses 5.4.1.1 and 5.4.1.2, eligible for re-appointment at the conclusion of their term of office.
- 5.4.3 A Board Member will cease to hold office and the position will become vacant:
- 5.4.3.1 if any of the grounds or circumstances set out in the Act as to when a Board Member's office becomes vacant arises;
- 5.4.3.2 if they are is convicted of an indictable offence punishable by imprisonment;
- 5.4.3.3 in relation to a Constituent Council Board Member, immediately upon:
- (a) the Constituent Council which appointed the Board Member ceasing to be a Constituent Council;
- (b) the Board Member ceasing to be an elected member or employee (as appropriate) of the Constituent Council that made the appointment;
- (c) in the case of an elected member, the conclusion of the next periodic local government election following their appointment if they are unsuccessful in being re-elected to their Constituent Council; or
- 5.4.3.4 upon the happening of any other event through which the Board Member would be ineligible to remain as a Board Member.
- 5.4.4 At any time:
- 5.4.4.1 a Constituent Council may revoke the appointment of a Board Member appointed by that Council by providing written notice to the other Constituent Council and the Authority; and
- 5.4.4.2 the Board of the Authority may revoke the appointment of an Independent Board Member with the prior approval of the CPCA Owners Executive Committee.
- 5.4.5 Where, for any reason, the office of a Board Member becomes vacant, a replacement Board Member will be appointed in the same manner as the original appointment, excepting that the person appointed to fill a vacancy will be appointed for the balance of the term of the original appointment and at the expiry of that term shall be eligible for re-appointment.
- 5.4.6 Notwithstanding any other provision of this Charter, the Constituent Councils may remove the Board of the Authority at any time by both Constituent Councils passing a resolution to this effect.
- 5.5 *Remuneration of Board Members*
- 5.5.1 The Authority will pay each Board Member, who is not an employee of a Constituent Council, an annual fee.
- 5.5.1.1 The annual fee for the Chairperson will be set by the CPCA Owners' Executive Committee each year and advised to the Chief Executive Officer by notice in writing.
- 5.5.1.2 The annual for the Deputy Chairperson will be 75% of the annual fee paid to the Chairperson.
- 5.5.1.3 The annual for the Independent Board Members will be 50% of the annual fee paid to the Chairperson.
- 5.5.1.4 The annual fee for the Constituent Council Board Members, who are not council employees, will be 25% of the annual fee paid to the Chairperson.
- 5.5.2 All Board Members will receive from the Authority reimbursement of expenses properly incurred in performing or discharging official functions and duties as determined by the Authority and set out in a policy adopted by the Authority for the purposes of this clause.
- 5.6 *Propriety of Members of the Board*
- 5.6.1 Subject to the express provisions of Schedule 2 to the Act and this Charter, all provisions governing the propriety and duties of elected members of a Council and public officers under the Act and other South Australian legislation apply to Board Members.
- 5.6.2 Board Members will be required to submit returns under Chapter 5, Part 4, Division 2 of the Act.
- 5.6.3 Subject to Clauses 20(6) and 20(7) of Schedule 2 to the Act, the provisions regarding conflict of interest prescribed in the Act apply to all Board Members as if they were elected members of a Council and the Authority was a Council.
- 5.6.4 Board Members must act in accordance with their duties of confidence and confidentiality and other legal and fiduciary duties to the Authority at all times while acting in their capacity as a Board Member, including honesty and the exercise of reasonable care and diligence as required by Part 4, Division 1, Chapter 5 of the Act and Clause 23 of Schedule 2, Part 2 of the Act.
- 5.7 *Chairperson and Deputy Chairperson*
- 5.7.1 The Board will recommend to the CPCA Owners' Executive Committee the appointment of a Chairperson and a Deputy Chairperson from amongst the Independent Board Members.
- 5.7.2 The CPCA Owners' Executive Committee must appoint from among the Independent Board Members a Chairperson and a Deputy Chairperson for a term respectively of no more than three years and on such other conditions as determined by the CPCA Owners' Executive Committee.
- 5.7.3 Subject to Clause 5.4.1, a Chairperson or Deputy Chairperson will be eligible for re- appointment at the conclusion of the term of office.
- 5.7.4 The Chairperson or Deputy Chairperson will cease to hold office as Chairperson or Deputy Chairperson (as relevant) in the event:
- 5.7.4.1 the Chairperson or Deputy Chairperson resigns from that office;
- 5.7.4.2 the Chairperson or Deputy Chairperson ceases to be a Board Member; or
- 5.7.4.3 the CPCA Owners' Executive Committee terminates the Chairperson or Deputy Chairperson's appointment.

- 5.7.5 In the event that the office of Chairperson or Deputy Chairperson becomes vacant, then the CPCA Owners' Executive Committee must, subject to Clause 4.5.2.3 appoint a new Chairperson or Deputy Chairperson (as relevant) who shall hold office for the balance of the original term or until such later date as the CPCA Owners' Executive Committee may determine.
- 5.7.6 The Chairperson must preside at all meetings of the Board and, in the event the Chairperson is absent from a meeting, the Deputy Chairperson must preside. In the event that neither the Chairperson nor the Deputy Chairperson are present, then the Board must select another Independent Board Member to preside at that meeting only. If there is no Independent Board Member present, the Board must appoint a Constituent Council Board Member present to preside at that meeting only.
- 5.7.7 During an extended absence of the Chairperson, the Deputy Chairperson will fulfil the role of Chairperson under this Charter.
- 5.8 *Proceedings of the Board*
- 5.8.1 Subject to the requirements of Schedule 2 of the Act, the Charter and any direction of the Constituent Councils, the Board must determine procedures to apply at or in relation to its meetings and set them out in a Code of Practice for Meetings which shall be reviewed annually. In the event that the Board does not adopt the Code of Practice, the provisions of Part 2 of the *Local Government (Procedures at Meetings) Regulations 2013* shall, insofar as the same may be applicable and not inconsistent with this Charter, apply to the proceedings at, and conduct of, all meetings of the Board.
- 5.8.2 Ordinary meetings of the Board will be held at such times and places as determined by the Board except that there must be at least one ordinary meeting of the Board every two months.
- 5.8.3 An ordinary meeting of the Board will constitute an ordinary meeting of the Authority. The Board shall administer the business of the Authority at the ordinary meeting.
- 5.8.4 Notice of meetings of the Board must be given by the Chief Executive Officer in a manner consistent with the provisions of the Act for notice of Council meetings. Only the notice of meeting will be available to the public. The Agenda and all supporting reports and documents will be confidential and not available for public inspection unless the Board otherwise resolves.
- 5.8.5 Subject to Clause 5.8.6, meetings of the Board will not be open to the public unless the Board resolves otherwise.
- 5.8.6 The Chief Executive Officer and other employees of the Authority as determined by the Chief Executive Officer may attend meetings of the Board unless the Board resolves otherwise. The Board may determine that other specific persons may attend a meeting of the Board without opening the meeting to the public.
- 5.8.7 The minutes of all Board meetings will be confidential and not available for public inspection unless the Board otherwise resolves.
- 5.8.8 The Chief Executive Officer must, in relation to a notice of meeting of the Board for the purpose of considering the making of a recommendation to the Constituent Councils to wind up the Authority, provide the notice to all Board Members at least four months before the date of the meeting.
- 5.8.9 Any Constituent Council, the Chairperson or three Board Members may by delivering a written request to the Chief Executive Officer require a special meeting of the Board to be held and any such special meeting shall constitute a special meeting of the Authority. The written request must be accompanied by the agenda for the special meeting and if an agenda is not provided the request has no effect.
- 5.8.10 On receipt of a written request pursuant to Clause 5.9.9, the Chief Executive Officer and Chairperson must determine the date and time of the special meeting and the Chief Executive Officer must give notice to all Board Members at least four hours prior to the commencement of the special meeting.
- 5.8.11 A meeting of the Board must not commence until a quorum of Board Members is present and a meeting must not continue if there is not a quorum of Board Members present. A quorum of Board Members will comprise one half of the Board Members in office, ignoring any fraction, plus one.
- 5.8.12 Unless otherwise required at law or by this Charter, all matters for decision at a meeting of the Board will be decided by a simple majority of the Board Members present and entitled to vote on the matter. All Board Members including the Chairperson present and entitled to vote on a matter are required to vote. All Board Members including the Chairperson are entitled to a deliberative vote, and if the votes are equal, the Chairperson or other Board Member presiding at the meeting has a casting vote.
- 5.8.13 All Board Members must, at all times, keep confidential all documents and any information provided to them for their consideration prior to a meeting of the Board.
- 5.8.14 The Chief Executive Officer must, within five days after a meeting of the Board, provide to each Board Member a copy of the minutes of the meeting of the Board.
- 5.8.15 The Board may establish Committees as it considers necessary and determine the membership and terms of reference and meeting procedures of such committees as it sees fit.
- 5.9 *Board Annual Performance Review*
- 5.9.1 The Board of the Authority will undertake an annual performance evaluation of the Authority.
- 5.9.2 The Board will submit external performance evaluation reports received at the conclusion of a review under Clause 5.9.1 to the CPCA Owners' Executive Committee.
- 6. CHIEF EXECUTIVE OFFICER AND APPOINTMENT OF OTHER STAFF**
- 6.1 The Board must appoint a Chief Executive Officer, on a fixed term performance based employment contract which does not exceed five years in duration, to manage the business of the Authority. The Board may, at the end of any contract term enter into a new contract not exceeding five years in duration with the same person.
- 6.2 The Chief Executive Officer is subject to the same legislative responsibilities and duties as a chief executive officer of a council including but not limited to the matters set out in Parts 1 and 3 of Chapter 7 of the Act.
- 6.3 In the absence of the Chief Executive Officer for any period exceeding two weeks, the Chief Executive Officer must appoint a suitable person to act in the position of Chief Executive Officer. If the Chief Executive Officer does not make, or is incapable of making such an appointment, a suitable person must be appointed by the Board.

- 6.4 The Chief Executive Officer is responsible for the day to day management of the Authority and will ensure that sound business and human resource management practices are applied in the efficient and effective management of the operations of the Authority.
- 6.5 The functions of the Chief Executive Officer shall be specified in the contract of employment and shall include:
- 6.5.1 attending all meetings of the Board unless excluded by resolution of the Board;
 - 6.5.2 inviting any person to attend a meeting of the Board to act in an advisory capacity;
 - 6.5.3 ensuring that the lawful decisions of the Board are implemented in a timely and efficient manner;
 - 6.5.4 providing information to assist the Board to assess the Authority's performance against its Strategic, Long Term Financial and Business Plans;
 - 6.5.5 appointing, managing, suspending and dismissing the other employees of the Authority;
 - 6.5.6 providing advice and reports to the Board on the exercise and performance of its powers and functions under this Charter or any Act;
 - 6.5.7 determining the terms and conditions of employment of employees of the Authority, within the budgets adopted by the Board;
 - 6.5.8 co-ordinating and initiating proposals for consideration of the Board including, but not limited to, continuing improvement of the operations of the Authority;
 - 6.5.9 ensuring that the assets and resources of the Authority are properly managed and maintained;
 - 6.5.10 ensuring that records required under the Act or any other legislation are properly kept and maintained;
 - 6.5.11 ensuring that at all times the Authority is complying with its statutory obligations;
 - 6.5.12 exercising, performing or discharging other powers, functions or duties conferred on the Chief Executive Officer by or under the Act or any other Act and performing other functions lawfully directed by the Board; and
 - 6.5.13 achieving financial outcomes in accordance with the adopted plans and budgets of the Authority.
- 6.6 *Delegations and sub-delegations*
- 6.6.1 The Chief Executive Officer may delegate or sub-delegate to an employee of the Authority or a committee comprising employees of the Authority, any power or function vested in the Chief Executive Officer. Such delegation or sub-delegation may be subject to conditions or limitations as determined by the Chief Executive Officer.
 - 6.6.2 Where a power or function is delegated to an employee, the employee is responsible to the Chief Executive Officer for the efficient and effective exercise or performance of that power or function.
 - 6.6.3 A written record of delegations and sub-delegations must be kept by the Chief Executive Officer at all times.

7. MANAGEMENT

- 7.1 *Strategic Management Plans*
- The Authority shall:
- 7.1.1 prepare
 - 7.1.1.1 a four year Strategic Plan which sets out the goals, objectives, strategies and priorities of the Authority for the period;
 - 7.1.1.2 a Long Term Financial Plan for a period of at least 10 years; and
 - 7.1.1.3 an Infrastructure and Asset Management Plan, relating to the management and development of infrastructure and major assets by the Authority for a period of at least 10 years.collectively, the 'strategic management plans'.
 - 7.1.2 review the Strategic Plan annually;
 - 7.1.3 consult with the Constituent Councils prior to the Board adopting or amending the strategic management plans; and
 - 7.1.4 submit the strategic management plans to the Constituent Councils for their approval.
- 7.2 *Financial Management*
- 7.2.1 The Authority shall keep proper books of accounts in accordance with the requirements of the Regulations.
 - 7.2.2 The Authority's books of account must be available for inspection by any Board Member or authorised representative of any Constituent Council at any reasonable time on request.
 - 7.2.3 The Authority must establish and maintain a bank account with such banking facilities and at a bank to be determined by the Board.
 - 7.2.4 All cheques must be signed by two persons authorised by resolution of the Board.
 - 7.2.5 Any payments made by Electronic Funds Transfer must be made in accordance with procedures which have received the prior written approval of the Board.
 - 7.2.6 The Chief Executive Officer must act prudently in the handling of all financial transactions for the Authority and must provide quarterly financial and corporate reports to the Board and if requested, the Constituent Councils.
- 7.3 *Audit*
- 7.3.1 The Board must appoint an Auditor in accordance with the Act and the Regulations, on terms and conditions as determined by the Board.
 - 7.3.2 The Auditor will have the same powers and responsibilities as set out in the Act, in relation to a council.
 - 7.3.3 The audited Financial Statements of the Authority, together with the accompanying report from the Auditor, shall be submitted to both the Board and the Constituent Councils by 30 September in each year.

- 7.3.4 The Board must establish an Audit and Risk Management Committee to be comprised of three persons being:
 - 7.3.4.1 an Independent Board Member with qualifications and experience in finance;
 - 7.3.4.2 any other Board Member; and
 - 7.3.4.3 a person with skills appropriate to the role who is not a member of the Board.
- 7.3.5 The Chairperson for the Risk and Audit Management Committee will be the person described in Clause 7.3.4.1.
- 7.3.6 The term of appointment of a member of the Audit and Risk Management Committee shall be for a term not exceeding two years at the expiry of which such member will be eligible for re-appointment.

7.4 *Borrowings and Expenditures*

- 7.4.1 The Authority has the power to incur expenditure and/or to borrow as follows:
 - 7.4.1.1 in accordance with a Budget of the Authority; or
 - 7.4.1.2 with the prior approval of both of the Constituent Councils; or
 - 7.4.1.3 in accordance with the Act, in respect of expenditure not contained in a Budget adopted by the Board for a purpose of genuine emergency or hardship.
- 7.4.2 The Authority may operate an overdraft facility of facilities as required provided that the overdrawn balance does not exceed \$100,000 in total without the prior approval of the Constituent Councils.
- 7.4.3 Unless otherwise approved by both of the Constituent Councils, any and all borrowings (except overdraft facilities) taken out by the Authority:
 - 7.4.3.1 must be from the Local Government Financial Authority or a registered bank or financial institution within Australia; and
 - 7.4.3.2 must be drawn down within a period of 24 months from the date of approval.

7.5 *Annual Business Plan and Budget*

- 7.5.1 The Authority, shall before the end of June in each Financial Year, prepare an Annual Business Plan and Budget for the ensuing Financial Year in accordance with the Act and Regulations.
- 7.5.2 The proposed draft Annual Business Plan and Budget must be referred to Constituent Councils with sufficient time to enable the Constituent Councils to provide comments for the consideration of the Board at the time it is to be considered for adoption by the Board.
- 7.5.3 The Board shall give due consideration to any comments received from the Constituent Councils before adopting the Annual Business Plan and Budget.
- 7.5.4 The Authority must provide a copy of the Annual Business Plan and Budget to the Constituent Councils within five business days of the budget being approved by the Board.
- 7.5.5 Reports summarising the financial position and performance of the Authority against the Annual Budget shall be prepared and presented to the Board no less than once in every three calendar months and copies provided to the Constituent Councils within five days of the Board meeting to which they have been presented.

7.6 *Reporting*

- 7.6.1 The Authority must submit to the Constituent Councils by 30 September in each year in respect of the immediately preceding Financial Year, a report on the work and operations of the Authority detailing achievement of the aims and objectives of its Business Plan and incorporating the audited Financial Statements of the Authority and any other information or reports as required by the Constituent Councils.
- 7.6.2 The Board shall present audited Financial Statements to the Constituent Councils in accordance with the requirements of the Regulations.

8. MISCELLANEOUS PROVISIONS

8.1 *Winding Up and Statutory Guarantee*

- 8.1.1 A special meeting will be convened in accordance with Clause 5.8.11 if either the Board or a Constituent Council proposes the winding up of the Authority.
- 8.1.2 The Authority may be wound up by unanimous resolution of the Constituent Councils and with the consent of the Minister.
- 8.1.3 On a winding up of the Authority, the surplus assets or liabilities of the Authority, as the case may be, must be distributed between or become the responsibility of the Constituent Councils in proportion to their equitable interest in the Authority in accordance with Clause 4.1.
- 8.1.4 If there are insufficient funds to pay all expenses due by the Authority on winding up (or at any other time there are unfunded liabilities which the Authority cannot meet), a call shall be made upon all of the Constituent Councils in proportion to their equitable interest for the purpose of satisfying their statutory guarantee of the liabilities of the Authority.

8.2 *Insurance Requirements*

- 8.2.1 The Authority shall register with the Local Government Mutual Liability Scheme and the Local Government Workers Compensation Scheme and comply with the rules of the Schemes.
- 8.2.2 The Authority shall advise Local Government Risk Management Services of its insurance requirements relating to Local Government Special Risks including buildings, structures, vehicles and equipment under the management, care and control of the Authority.
- 8.2.3 The Authority must take out a suitable policy of insurance insuring Board Members and their spouses or another person who may be accompanying a Board Member, against risks associated with the performance or discharge of their official functions and duties or on official business of the Authority.

- 8.3 *Common Seal*
- 8.3.1 The Authority will have a common seal.
- 8.3.2 The common seal of the Authority must not be affixed to a document except to give effect to a resolution of the Board.
- 8.3.3 The affixation of the common seal of the Authority must be attested by two Board Members, or where authority has been conferred by the Chairperson of the Board and the Chief Executive Officer.
- 8.3.4 The Chief Executive Officer must maintain a register which records the resolutions of the Board giving authority to affix the common seal and details of the documents to which the common seal has been affixed with the particulars of persons who attested the fixing of the seal and the date that the seal was affixed.
- 8.3.5 The Authority may by instrument under common seal, authorise a person to execute documents on behalf of the Authority subject to any limitations specified in the instrument of authority.
- 8.4 *Non-derogation and Direction by Constituent Councils*
- 8.4.1 The establishment of the Authority does not derogate from the power of any of the Constituent Councils to act independently in relation to a matter within the jurisdiction of the Authority.
- 8.4.2 Where the Authority is required pursuant to the Act or this Charter to obtain the approval of one or more of the Constituent Councils, that approval must only be granted and must be evidenced by a resolution passed by either or each of the Constituent Councils granting such approval.
- 8.4.3 Unless otherwise stated in this Charter, where the Authority is required to obtain the consent or approval of the Constituent Councils this means the consent or approval of both of the Constituent Councils expressed in the same or similar terms.
- 8.4.4 For the purpose of this Clause 8.4, any direction given by the Constituent Councils must be communicated by notice in writing provided to the Chief Executive Officer of the Authority together with a copy of the relevant resolutions of the Constituent Councils.

9. DISPUTE RESOLUTION

- 9.1 *About this clause*
- 9.1.1 The procedure in this clause must be applied to any dispute that arises between the Authority and a Constituent Council concerning the affairs of the Authority, or between Constituent Councils concerning the affairs of the Authority, including a dispute as to the meaning or effect of this Charter.
- 9.1.2 The Authority and a Constituent Council must continue to observe and perform this Charter despite the application or operation of this clause.
- 9.1.3 This clause does not prejudice the right of a party:
- 9.1.3.1 To require the continuing observance and performance of this Charter by all parties; or
- 9.1.3.2 To institute proceedings to enforce payment due under this Charter or to seek injunctive relief to prevent immediate and irreparable harm.
- 9.1.4 Pending completion of the procedure set out in this clause, and subject to this clause, a dispute must not be the subject of legal proceedings between any of the parties in dispute. If legal proceedings are initiated or continued in breach of this provision, a party to the dispute is entitled to apply for and be granted an order of the court adjourning those proceedings pending completion of the procedure set out in this clause.
- 9.2 *Dispute Resolution Process*
- 9.2.1 Where a dispute arises between the Constituent Councils or between a Constituent Council and the Authority (the parties to this Charter) which relates to this Charter or the Authority (Dispute), the parties will use their best endeavours to resolve the Dispute and to act at all times in good faith.
- 9.2.2 A party to the dispute must promptly notify each other party to the dispute:
- 9.2.2.1 The nature of the dispute, giving reasonable details; and
- 9.2.2.2 What action (if any) the party giving notice thinks will resolve the dispute; but a failure to give such notice does not entitle any other party to damages.
- 9.2.3 A party to the dispute who complies with the previous step may at the same or a later time notify in writing each other party to the dispute that the first party requires a meeting within 14 business days after the giving of such notice. In that case, each party to the dispute must send to the meeting a senior manager of that party with the Board to resolve the dispute and at the meeting make a good faith attempt to resolve the dispute.
- 9.2.4 *Mediation*
- 9.2.4.1 A party is not entitled to initiate arbitration or court proceedings (except proceedings seeking urgent equitable or injunctive relief) in respect of a Dispute unless it has complied with this Clause 9.2.4.
- 9.2.4.2 If the parties are unable to resolve the Dispute within 30 days, the parties must refer the Dispute for mediation in accordance with the Mediation Rules of the Law Society of South Australia Incorporated, within seven days of a written request by any party to the other party that the Dispute be referred for mediation to:
- (a) a mediator agreed by the parties; or
- (b) if the parties are unable to agree on a mediator at the time the Dispute is to be referred for mediation, a mediator nominated by the then President of the Law Society or the President's successor.
- 9.2.4.3 In the event the parties fail to refer the matter for mediation in accordance with Clause 9.2.4.2, one or more of the parties may refer the matter for mediation in accordance with the Mediation Rules of the Law Society of South Australia Incorporated to a mediator nominated by the then President of the Law Society or the President's successor.

- 9.2.4.4 The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a party unless that party has so agreed in writing.
- 9.2.4.5 If mediation does not resolve the Dispute within 28 days of referral of the Dispute for mediation or such longer period agreed unanimously by the parties as evidenced by resolutions of each of the parties, any party may then refer the Dispute to Arbitration in accordance with Clause 9.2.5.
- 9.2.5 Arbitration
- 9.2.5.1 An arbitrator may be appointed by agreement between the parties.
- 9.2.5.2 Failing agreement as to an arbitrator, the then Chairperson of the South Australian Chapter of the Institute of Arbitrators or his successor shall nominate an Arbitrator pursuant to these conditions.
- 9.2.5.3 A submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the *Commercial Arbitration Act 1985* (South Australia).
- 9.2.5.4 Upon serving a notice of arbitration, the party serving the notice shall lodge with the arbitrator a deposit by way of security for the cost of the arbitration proceedings.
- 9.2.5.5 Upon each submission to arbitration, the costs of and incidental to the submission and award shall be at the discretion of the arbitrator who may in his or her sole discretion determine the amount of costs, how costs are to be proportioned and by whom they are to be paid.
- 9.2.6 Whenever reasonably possible, performance of the obligations of the parties pursuant to this Charter shall continue during the mediation or arbitration proceedings and no payment by or to a party shall be withheld on account of the mediation and arbitration proceedings.

10. CIRCUMSTANCES NOT PROVIDED FOR

If any circumstances arise about which this Charter is silent, incapable of taking effect or being implemented according to its strict provisions, the Board has the power to consider the circumstance and determine the action to be taken.

Dated: 11 March 2021

M. PEARS
Chief Executive Officer, City of Mitcham

P. TSOKAS
Chief Executive Officer, Corporation of the City of Unley

CITY OF ONKAPARINGA

ROADS (OPENING AND CLOSING) ACT 1991

Road Closure—Welland Street, Port Noarlunga

NOTICE is hereby given, pursuant to section 10 of the *Roads (Opening and Closing) Act 1991*, that the City of Onkaparinga proposes to make a Road Process Order to close portion of the public road (Welland Street) adjoining Allotment 1 in Filed Plan 107948, shown more particularly delineated and lettered 'A' on the Preliminary Plan No. 20/0020. Closed Road 'A' is to be merged with the adjoining Allotment 1 in Filed Plan 107948.

A copy of the plan and a statement of persons affected are available for public inspection at the offices of the Council at City of Onkaparinga, Ramsay Place, Noarlunga Centre and the Adelaide office of the Surveyor-General during normal office hours.

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 City of Onkaparinga, PO Box 1, Noarlunga Centre 5168 WITHIN 28 DAYS OF THIS NOTICE and a copy must be forwarded to the Surveyor-General at GPO Box 1354, Adelaide 5001. Where a submission is made, the Council will give notification of a meeting at which the matter will be considered.

Dated: 11 March 2021

SCOTT ASHBY
Chief Executive Officer

CLARE & GILBERT VALLEYS COUNCIL

SUPPLEMENTARY ELECTION OF AREA COUNCILLOR

Election Results

Conducted on Tuesday, 2 March 2021

Formal Ballot Papers—2460

Informal Ballot Papers—7

Quota—1231

Candidates	First Preference Votes	Elected/Excluded	Votes at Election/Exclusion	Count
VANDEPEER, Bill	693		952	4
CUNNINGHAM, Susan	449	Excluded	497	3
WILLSON, David Owen	1005	Elected	1211	4
PERRY, Owen	313	Excluded	313	2

Dated: 11 March 2021

MICK SHERRY
Returning Officer

DISTRICT COUNCIL OF ROBE

REPRESENTATION REVIEW

Final Recommendation

Notice is hereby given that the District Council of Robe in accordance with section 12(4) of the *Local Government Act 1999*, has reviewed its composition and elector representation arrangements.

Certification

Pursuant to section 12(13)(a) of the *Local Government Act 1999*, the Electoral Commissioner has certified that the review undertaken by the Council satisfies the requirements of section 12 and may therefore now be put into effect as from the day of the first periodic election held after the publication of this notice.

No changes to the Council's representation arrangement are proposed and are as follows:

- the Principal Member of the Council to be an elected Mayor;
- the elected body of the Council to comprise a total of six Area Councillors; and
- no wards.

Dated: 11 March 2021

JAMES HOLYMAN
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:

HOUGH Elinor Marie late of 2 Kalyra Road Belair of no occupation who died 22 May 2020
JEFFERY Michael Anthony late of 77 Maple Avenue Royal Park of no occupation who died 18 December 2019
PATTERSON Keith William late of 22 Trust Terrace Peterhead of no occupation who died 11 August 2019
ROHDE Gweneth Enid late of 332 Marion Road North Plympton of no occupation who died 26 September 2020
WEBB Frances Helen late of 10 Education Road Happy Valley of no occupation who died 26 September 2020
WENSKE Ernest Brian late of 52 Dunrobin Road Hove of no occupation who died 28 June 2020

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 9 April 2021 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: 11 March 2021

N. S. RANTANEN
Public Trustee

NATIONAL ELECTRICITY LAW

Making of Final Rule

Initiation of Review

The Australian Energy Market Commission (AEMC) gives notice under the National Electricity Law as follows:

Under ss 102 and 103, the making of the *National Electricity Amendment (Semi-scheduled generator dispatch obligations) Rule 2021 No. 2* (Ref. ERC0313) and related final determination. Schedule 1 commences operation on **12 April 2021**. Schedule 2 commences operation on **1 October 2021**, immediately after the commencement of Schedules 1 to 6 of the National Electricity Amendment (Five Minute Settlement) Rule 2017 No. 15. Schedule 3 commences operation on **24 October 2021**, immediately after the commencement of Schedule 5 of the National Electricity Amendment (Wholesale demand response mechanism) Rule 2020 No. 9. Schedule 4 commences operation on **11 March 2021**.

Under s 43, the AEMC gives notice that the Energy Ministers' Meeting has directed it to conduct the *Review of the Gas Supply Guarantee* (Ref. EMO0041). In this review, the AEMC will assess whether a mechanism such as the Gas Supply Guarantee is still required to support the supply of gas during peak demand periods in the NEM. Submissions must be received by **15 April 2021**. The terms of reference for the review are available on the AEMC website.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website. Submissions should be made in accordance with the AEMC's *Guidelines for making written submissions on Rule change proposals*. The AEMC publishes all submissions on its website, subject to confidentiality.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission
Level 15, 60 Castlereagh St
Sydney NSW 2000
Telephone: (02) 8296 7800
www.aemc.gov.au

Dated: 11 March 2021

NATIONAL GAS LAW

Initiation of Review

The Australian Energy Market Commission (AEMC) gives notice under the National Gas Law as follows:

Under s 81, the AEMC gives notice that the Energy Ministers' Meeting has directed it to conduct the *Review of the Gas Supply Guarantee* (Ref. EMO0041). In this review, the AEMC will assess whether a mechanism such as the Gas Supply Guarantee is still required to support the supply of gas during peak demand periods in the NEM. Submissions must be received by **15 April 2021**. The terms of reference for the review are available on the AEMC website.

Submissions can be made via the AEMC's website. Before making a submission, please review the AEMC's privacy statement on its website. Submissions should be made in accordance with the AEMC's *Guidelines for making written submissions on Rule change proposals*. The AEMC publishes all submissions on its website, subject to confidentiality.

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Dated: 11 March 2021

NOTICE SUBMISSION

The South Australian Government Gazette is compiled and published each Thursday.

Notices must be submitted before 4 p.m. Tuesday, the week of intended publication.

All submissions are formatted per the gazette style and proofs are supplied as soon as possible. Alterations must be returned before 4 p.m. Wednesday.

Requests to withdraw submitted notices must be received before 10 a.m. on the day of publication.

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