



THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE

PUBLISHED BY AUTHORITY

ADELAIDE, THURSDAY, 2 JULY 2020

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GOVERNOR'S INSTRUMENTS

APPOINTMENTS

Department of the Premier and Cabinet
Adelaide, 2 July 2020

His Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Health Services Charitable Gifts Board, pursuant to the provisions of the Health Services Charitable Gifts Act 2011:

Commissioner: from 11 July 2020 until 10 July 2023
Robyn Pak-Poy

By command,

STEVEN SPENCE MARSHALL
Premier

HEAC-2020-00027

Department of the Premier and Cabinet
Adelaide, 2 July 2020

His Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the State Theatre Company of South Australia Board, pursuant to the provisions of the State Theatre Company of South Australia Act 1972:

Member: from 2 July 2020 until 1 July 2023
Alexandra Dimos

By command,

STEVEN SPENCE MARSHALL
Premier

DPC20/055CS

Department of the Premier and Cabinet
Adelaide, 2 July 2020

His Excellency the Governor in Executive Council has been pleased to appoint the undermentioned to the Lifetime Support Authority Board, pursuant to the provisions of the Motor Vehicle Accidents (Lifetime Support Scheme) Act 2013:

Member: from 8 October 2020 until 7 October 2023
Melinda Anne OLeary
George Richard Potter

By command,

STEVEN SPENCE MARSHALL
Premier

HEAC-2020-00035

Department of the Premier and Cabinet
Adelaide, 2 July 2020

His Excellency the Governor in Executive Council has been pleased to appoint Joanne Louise Pfeiffer as a part-time sessional Commissioner of the Environment, Resources and Development Court of South Australia and designate her as a Commissioner for the purposes of the Court's jurisdiction under the Irrigation Act 2009, for a term of three years commencing on 7 July 2020 and expiring on 6 July 2023 - pursuant to Section 10 of the Environment, Resources and Development Court Act 1993

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0097-20CS

Department of the Premier and Cabinet
Adelaide, 2 July 2020

His Excellency the Governor in Executive Council has been pleased to appoint Howard Frederick Hollow as a part-time sessional Commissioner of the Environment, Resources and Development Court of South Australia and designate him as a Commissioner for the purposes of the Court's jurisdiction under the Native Vegetation Act 1991, for a term of three years commencing on 2 July 2020 and expiring on 1 July 2023 - pursuant to Section 10 of the Environment, Resources and Development Court Act 1993

By command,

STEVEN SPENCE MARSHALL
Premier

AGO0097-20CS

PROCLAMATIONS

South Australia

Land Acquisition (Miscellaneous) Amendment Act (Commencement) Proclamation 2020

1—Short title

This proclamation may be cited as the *Land Acquisition (Miscellaneous) Amendment Act (Commencement) Proclamation 2020*.

2—Commencement of Act

The *Land Acquisition (Miscellaneous) Amendment Act 2019* (No 50 of 2019) comes into operation on 2 July 2020.

Made by the Governor

with the advice and consent of the Executive Council
on 2 July 2020

REGULATIONS

South Australia

Coroners Regulations 2020under the *Coroners Act 2003***Contents**

- 1 Short title
- 2 Commencement
- 3 Interpretation
- 4 Procedures excluded from definition of reportable death
- 5 Fees payable to appointed coroners

Schedule 1—Revocation of *Coroners Regulations 2005***1—Short title**

These regulations may be cited as the *Coroners Regulations 2020*.

2—Commencement

These regulations come into operation on 1 August 2020.

3—Interpretation

In these regulations, unless the contrary intention appears—
Act means the *Coroners Act 2003*.

4—Procedures excluded from definition of reportable death

Paragraph (d) of the definition of *reportable death* in section 3 of the Act does not apply to the following procedures:

- (a) the giving of an intravenous injection;
- (b) the giving of an intramuscular injection;
- (c) intravenous therapy;
- (d) the insertion of a line or cannula;
- (e) artificial ventilation;
- (f) cardio-pulmonary resuscitation;
- (g) urethral catheterisation;
- (h) the insertion of a naso-gastric tube;
- (i) intra-arterial blood gas collection;
- (j) venipuncture for blood collection for testing;
- (k) the giving of a subcutaneous injection or infusion;
- (l) ear syringing;
- (m) acupuncture.

5—Fees payable to appointed coroners

A legal practitioner who is appointed to be a coroner under section 6(1) of the Act will, in respect of each day on which the legal practitioner undertakes coronial duties at the direction of the State Coroner, be paid a fee to be calculated as follows:

$$A \times \frac{144}{31,300}$$

where *A* is the annual salary payable to a magistrate.

Schedule 1—Revocation of *Coroners Regulations 2005*

The *Coroners Regulations 2005* are revoked.

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 2 July 2020

No 227 of 2020

South Australia

Summary Offences (Custody Notification Service) Variation Regulations 2020

under the *Summary Offences Act 1953*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Summary Offences Regulations 2016*

- 4 Insertion of Part 5A
 - Part 5A—Custody Notification Service
 - 33A Interpretation
 - 33B Application of Part
 - 33C ALRM to be notified of detention of Aboriginal or Torres Strait Islander persons
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Summary Offences (Custody Notification Service) Variation Regulations 2020*.

2—Commencement

These regulations come into operation 4 months after 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 *Summary Offences Regulations 2016*

4—Insertion of Part 5A

After regulation 33 insert:

Part 5A—Custody Notification Service

33A—Interpretation

In this Part—

ALRM means the Aboriginal Legal Rights Movement Ltd;

ALRM representative means a person employed or engaged by ALRM;

custodial police station has the same meaning as in section 78 of the Act;

designated police facility has the same meaning as in section 78 of the Act; *police facility* means a custodial police station or designated police facility; *responsible officer*, in respect of a police facility, means the police officer who is for the time being responsible for the custodial management of persons detained at the police facility.

33B—Application of Part

This Part is in addition to, and does not derogate from, a provision of this Act, or of any other Act or law, relating to the arrest or detention of Aboriginal or Torres Strait Islander persons.

33C—ALRM to be notified of detention of Aboriginal or Torres Strait Islander persons

- (1) The responsible officer in respect of a police facility must, as soon as is reasonably practicable after a person (including, to avoid doubt, a child) is delivered into the custody of the responsible officer—
 - (a) ask the person whether they are an Aboriginal or Torres Strait Islander person; and
 - (b) if the person identifies themselves as, or appears to the responsible officer to be, an Aboriginal or Torres Strait Islander person—
 - (i) inform the person that ALRM will be notified by telephone of the person's detention at the police facility; and
 - (ii) notify ALRM by telephone of the detention of the person.
- (2) Without limiting the information that may be given to ALRM under this regulation, the responsible officer must ensure that ALRM is given—
 - (a) the name of the Aboriginal or Torres Strait Islander person (if known); and
 - (b) details of the police facility where the Aboriginal or Torres Strait Islander person is being detained; and
 - (c) the name and contact details of the responsible officer.
- (3) A responsible officer must, at the request of an ALRM representative, allow the ALRM representative to speak by telephone to, or visit, (or both) the Aboriginal or Torres Strait Islander person for a reasonable period.
- (4) The responsible officer must, as soon as is reasonably practicable after an ALRM representative has spoken to or visited an Aboriginal or Torres Strait Islander person, be available to be contacted by the ALRM representative to discuss—
 - (a) any concerns held by the ALRM representative regarding the welfare of the person (including any need the person may have for medical attention); and
 - (b) whether the person needs the services of an interpreter, or the presence of a support person, when being interviewed in relation to an offence or in applying for bail.

- (5) The responsible officer must ensure that a record is made of—
- (a) a person being asked and informed (as the case requires) of the matters referred to in subregulation (1); and
 - (b) ALRM being notified under subregulation (1)(b)(ii); and
 - (c) any other occasion when there is contact between the responsible officer, or another police officer, and ALRM or an ALRM representative in respect of the Aboriginal or Torres Strait Islander person, including details of any matters discussed during that contact.
- (6) A responsible officer who, without reasonable excuse, refuses or fails to comply with a requirement under this Part may be dealt with under the *Police Complaints and Discipline Act 2016* for a breach of discipline.

Made by the Governor

with the advice and consent of the Executive Council
on 2 July 2020

No 228 of 2020

South Australia

Land Acquisition (Miscellaneous) Variation Regulations 2020

under the *Land Acquisition Act 1969*

Contents

Part 1—Preliminary

- 1 Short title
- 2 Commencement
- 3 Variation provisions

Part 2—Variation of *Land Acquisition Regulations 2019*

- 4 Substitution of regulation 8
 - 8 Terms of tenancy
 - 5 Insertion of regulations 10 to 16
 - 10 Valuers conference
 - 11 Settlement conference
 - 12 Prescribed amount—section 26A of Act
 - 13 Prescribed amount—section 26B of Act
 - 14 Prescribed amount—section 26C of Act
 - 15 Prescribed period—section 26D of Act
 - 16 Prescribed amount—section 26H of Act
 - 6 Amendment of Schedule 1—Forms
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Land Acquisition (Miscellaneous) Variation Regulations 2020*.

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 *Land Acquisition Regulations 2019*

4—Substitution of regulation 8

Regulation 8—delete regulation 8 and substitute:

8—Terms of tenancy

- (1) For the purposes of section 24(7)(b) of the Act, the terms and conditions determined by the Authority must, subject to any order of the Court to the contrary, include terms and conditions that—
 - (a) prevent improvements affixed to the land or attached to any part of the premises, or any fixtures and fittings, from being removed without the permission of the Authority; and
 - (b) require the premises to be used in the same manner as the existing use of the premises as at the date of acquisition (but only where that use was a lawful use); and
 - (c) require the occupier of the land to maintain (at least) the following insurance:
 - (i) building insurance;
 - (ii) plate glass insurance (commercial tenants);
 - (iii) public liability insurance; and
 - (d) exclude any warranty of fitness for purpose in relation to the premises; and
 - (e) provide that statutory rates and taxes are the responsibility of the Authority after the date of possession; and
 - (f) allow the Authority to review the rent payable no more than once every 12 months; and
 - (g) require the tenant, at the tenant's cost, to keep all fixtures and structures on the land in good state and repair; and
 - (h) allow the Authority to enter the land to carry out any works the Authority reasonably believes are necessary (including a requirement that the Authority must use reasonable endeavours to minimise any disruption to the tenant); and
 - (i) allowing the Authority to give notice (being not less than 1 month) of determination of the tenancy and requiring the tenant at the expiration of the period of notice to surrender the land to the Authority; and
 - (j) provide that maintenance and repairs, should they be required, are the responsibility of the Authority; and
 - (k) prevent the tenant from assigning, underletting, or charging or parting with the possession of the land or any part of the land; and
 - (l) without limiting paragraph (b), require the tenant not to do, or to permit or suffer to be done, on the land anything that may be or become a nuisance or annoyance to the Authority or to the occupiers of any neighbouring property.

- (2) Nothing in this regulation limits any other terms and conditions that may be determined by the Authority under section 24(6) of the Act.
- (3) Nothing in this regulation prevents the Authority from waiving, conditionally or unconditionally, a requirement under a term or condition referred to in this regulation.

5—Insertion of regulations 10 to 16

After regulation 9 insert:

10—Valuers conference

Pursuant to section 23(10) of the Act, the following provisions apply in relation to a valuers conference convened, or to be convened, under that section:

- (a) no later than 2 weeks prior to the conference, each valuer must provide the other or others a copy of any valuation of the subject land made by the valuer;
- (b) the valuers must, in accordance with any requirements determined by the Authority (including requirements as to manner and form), prepare and provide to the Authority and the claimant a joint valuers statement in respect of the subject land;
- (c) a joint valuers statement must include a summary of matters of fact and opinion on which the valuers agree and those on which they disagree, and the reasons for any disagreement;
- (d) a joint valuers statement is, unless otherwise ordered by the Court, admissible in proceedings between the Authority and the claimant.

11—Settlement conference

- (1) The Authority must cover the costs of convening a settlement conference under section 23BA of the Act, including the costs of engaging the conference coordinator.
- (2) For the purposes of section 23BA(2)(b) of the Act, a conference coordinator must be qualified as a legal practitioner and be of at least 7 years standing (taking into account, for that purpose, periods of legal practice and judicial service within and outside the State).
- (3) For the purposes of section 23BA(4) of the Act, the reasonable costs of the claimant will be taken to be the professional costs reasonably incurred by the claimant in preparing for, or in the course of, a settlement conference, not exceeding—
 - (a) in the case of legal costs—the applicable scale of costs (if any) of a court or tribunal of this State; and
 - (b) in the case of costs relating to the services of a valuer, or other professional costs—the generally accepted industry rate (if any) applicable to such services.

12—Prescribed amount—section 26A of Act

For the purposes of section 26A(1) of the Act, the amount of \$10 000 is prescribed.

13—Prescribed amount—section 26B of Act

For the purposes of section 26B(1) of the Act, the amount of \$10 000 is prescribed.

14—Prescribed amount—section 26C of Act

For the purposes of section 26C(1) of the Act, the amount of \$10 000 is prescribed.

15—Prescribed period—section 26D of Act

- (1) For the purposes of section 26D(1)(b) of the Act, the period of 12 months is prescribed.
- (2) For the purposes of section 26D(1)(c) of the Act, the replacement land must be in South Australia.
- (3) For the purposes of section 26D(2) of the Act, the stamp duty and registration fees are payable in relation to the purchase of replacement land up to, but not exceeding, the market value of the acquired land.
- (4) Pursuant to section 26D(4) of the Act, where the acquired land was not occupied by the owner of the land, the replacement land—
 - (a) must be of a generally similar nature to the acquired land; and
 - (b) must be purchased under the same ownership structure as the acquired land.

16—Prescribed amount—section 26H of Act

For the purposes of section 26H(3) of the Act, the amount of \$50 000 is prescribed.

6—Amendment of Schedule 1—Forms

- (1) Schedule 1, Form 1, Notice of intention to acquire land—after clause 1 insert:

1A—Obligation to notify Authority of other interests in land (section 10A)

If you are the owner of the land to which this notice relates, you must, no later than 14 days after receiving this notice, notify the Authority of any other person who, to your knowledge, has an interest in the relevant land and the nature of that person's interest.

It is an offence to, without reasonable excuse, refuse or fail to comply with this requirement.

- (2) Schedule 1, Form 1, Notice of intention to acquire land, clause 4—delete "14 days" and substitute:

21 days

- (3) Schedule 1, Form 1, Notice of intention to acquire land, clause 6—delete clause 6 and substitute:

6—Right to compensation (Part 4 Division 2)

Both you and the Authority are required to negotiate in good faith in relation to the compensation payable for the acquisition of the land to which this notice relates. A failure to do so by either party may be taken into account by the Land and Valuation Court in awarding costs (see sections 23(1) and 36(b)(iii) of the *Land Acquisition Act 1969*).

Note—

- The Authority is required to negotiate with the persons who have or had, or claim to have or to have had, 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.
- If the land is native title land, any party may request the Environment, Resources and Development Court to mediate between the parties to assist in obtaining their agreement on the matters at issue between them.
- The Authority may offer, and must consider any request made by a party who is the holder of native title to the negotiations for, non-monetary compensation (eg a transfer of land, the provision of goods or services, or the carrying out of work for the reinstatement or improvement of land remaining in the claimant's ownership after acquisition).
- The land is acquired by notice of acquisition. Notice of acquisition may be given at any time after 3 months, and before 18 months or a longer period fixed under section 15(4a) of the *Land Acquisition Act 1969*, from the time the first of any notice of intention to acquire land is or was given in respect of the land to which this notice relates.
- At that time the Authority is required to make an offer to the person or persons whom it believes to be entitled to compensation for the acquisition, stating the amount of compensation the Authority is prepared to pay.
- However, if the Authority considers that, at the time the notice of acquisition is given, the amount of compensation is unable to be determined, the Authority must make an offer to the person or persons whom it believes to be entitled to compensation as soon as reasonably practicable after the amount is able to be determined.
- The claimant may dispute the offer made by the Authority.
- Part 4 Division 2 of the *Land Acquisition Act 1969* governs compensation. In particular, section 25 sets out the principles for determining compensation.
- In the event that the amount of compensation does not exceed \$10 000, the payment of compensation may be made directly to you in a manner determined by the Authority, rather than being paid into the Land and Valuation Court (see section 26A of the *Land Acquisition Act 1969*).

- (4) Schedule 1, Form 1, Notice of intention to acquire land—after clause 7 insert:

7A—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*.

- (5) Schedule 1, Form 2, Notice of intention to acquire native title in land for purpose of conferring rights or interests on third party—after clause 1 insert:

1A—Obligation to notify Authority of other interests in land (section 10A)

If you are the owner of the land to which this notice relates, you must, no later than 14 days after receiving this notice, notify the Authority of any other person who, to your knowledge, has an interest in the relevant land and the nature of that person's interest.

It is an offence to, without reasonable excuse, refuse or fail to comply with this requirement.

- (6) Schedule 1, Form 2, Notice of intention to acquire native title in land for purpose of conferring rights or interests on third party, clause 4—delete "14 days" and substitute:

21 days

- (7) Schedule 1, Form 2, Notice of intention to acquire native title in land for purpose of conferring rights or interests on third party, clause 6—delete clause 6 and substitute:

6—Right to compensation (Part 4 Division 2)

Both you and the Authority are required to negotiate in good faith in relation to the compensation payable for the acquisition of the land to which this notice relates. A failure to do so by either party may be taken into account by the Land and Valuation Court in awarding costs (see sections 23(1) and 36(b)(iii) of the *Land Acquisition Act 1969*).

Note—

- The Authority is required to negotiate with the persons who have or had, or claim to have or to have had, an interest in the land that is divested or diminished by the acquisition or the enjoyment of which is adversely affected by the acquisition.
- Any party may request the Environment, Resources and Development Court to mediate between the parties to assist in obtaining their agreement on the matters at issue between them.
- The Authority may offer, and must consider any request made by a party who is the holder of native title to the negotiations for, non-monetary compensation (eg a transfer of land, the provision of goods or services, or the carrying out of work for the reinstatement or improvement of land remaining in the claimant's ownership after acquisition).

- The land is acquired by notice of acquisition. Notice of acquisition may be given at any time after 3 months, and before 18 months or a longer period fixed under section 15(4a) of the *Land Acquisition Act 1969*, from the time the first of any notice of intention to acquire land is or was given in respect of the land to which this notice relates.
- At that time the Authority is required to make an offer to the person or persons whom it believes to be entitled to compensation for the acquisition, stating the amount of compensation the Authority is prepared to pay.
- However, if the Authority considers that, at the time the notice of acquisition is given, the amount of compensation is unable to be determined, the Authority must make an offer to the person or persons whom it believes to be entitled to compensation as soon as reasonably practicable after the amount is able to be determined.
- The claimant may dispute the offer made by the Authority.
- Part 4 Division 2 of the *Land Acquisition Act 1969* governs compensation. In particular, section 25 sets out the principles for determining compensation.
- In the event that the amount of compensation does not exceed \$10 000, the payment of compensation may be made directly to you in a manner determined by the Authority, rather than being paid into the Land and Valuation Court (see section 26A of the *Land Acquisition Act 1969*).

6A—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*.

- (8) Schedule 1, Form 3, Notice of amendment of notice of intention to acquire land, clause 2—delete the clause and substitute:

2—Notice of amendment

This notice is to inform you that the Authority has changed the boundaries of the land it proposes to acquire as follows:

This notice does not constitute a new notice of intention to acquire the relevant land and, as such, the time periods under the *Land Acquisition Act 1969* that apply based on the giving of a notice of intention to acquire land are not affected by this notice.

This notice is given under section 10(4) of the *Land Acquisition Act 1969*.

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*.

- (9) Schedule 1, Form 4, Notice of determination not to proceed with acquisition of land—after clause 3 insert:

3A—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*.

- (10) Schedule 1, Form 5, Notice of acquisition, clause 2—after "interest" insert:

consisting of native title or an alienable interest

- (11) Schedule 1, Form 5, Notice of acquisition—after clause 2 insert:

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*.

- (12) Schedule 1, Form 6, Offer of compensation—delete Form 6 and substitute:

Form 6—Offer of compensation

Land Acquisition Act 1969

(section 23A)

TO:

of

1—Notice of acquisition

[insert name of the Authority]

of

has, by notice published in the Gazette on *[insert date]* at *[insert Gazette reference]*,

acquired the following interests in the following land:

2—Offer of compensation (section 23A)

The Authority makes an offer of compensation in respect of the acquisition of your interest in the land as follows:

[The offer must (where appropriate) differentiate between, and quantify, the component of compensation representing the value of the acquired land and the component referable to disturbance or other compensable matters.]

The amount of compensation will be paid, within 7 days, into the Land and Valuation Court.

The Authority may, after making this offer of compensation, increase the offer by further notice to you, or apply to the Land and Valuation Court to decrease the offer if the Authority becomes aware of information that negatively affects the value of the relevant land (see section 23A(5) of the *Land Acquisition Act 1969*).

In the event that an offer is decreased, the Authority may apply to the Court for an order that the difference between the original offer and the decreased offer (together with any accrued interest) be paid to the Authority (see section 23A(6) of the *Land Acquisition Act 1969*).

(If Part 4 Division 1 of the Act applies and the Authority has already paid an amount into the Environment, Resources and Development Court, the amount (if any) paid into the Land and Valuation Court will be the amount by which the amount of the offer exceeds that amount already paid into the Environment, Resources and Development Court.)

3—Solatium payment (section 25A)

If, at the time the notice of intention to acquire land was given to you in relation to the land to which this notice relates, you were the owner and occupier of the land and, as a result of the acquisition, your principal place of residence was acquired, the Authority may (but is not required to) increase the amount of compensation payable to you by way of a solatium payment.

The solatium payment will total either 10% of the market value of the relevant land, or \$50 000, whichever is the lesser amount.

Payment of the solatium will be made on final resolution of the amount of compensation payable in relation to the acquisition of the relevant land.

4—Requirement to respond to offer of compensation (section 23AB)

You must respond to this offer in writing within 6 months of the date of the offer. Your response must indicate whether you accept or reject the offer.

You may apply to the Authority for a longer period than specified above. If the Authority specifies a longer period as a result of your application, you must respond to the offer in writing within that time period. If the Authority refuses to specify a longer time period, you may refer the matter to the Land and Valuation Court for review of that decision.

A failure to respond to this offer within the relevant time period will result in the compensation money offered to you and paid into the Land and Valuation Court being paid to the Authority. Should this occur, it will not affect your entitlement to compensation in respect of the acquisition of the relevant land. However, you will not be entitled to any interest accrued on the money from the time it is paid to the Authority.

5—Requirement to withdraw compensation money within 24 months (section 23AC)

You must withdraw the compensation money offered to you for the acquisition of the relevant land within 24 months after the money is paid into the Land and Valuation Court.

A failure to withdraw the money within that time period will result in the money, together with any accrued interest, being paid to the Authority.

Should this occur, it will not affect your entitlement to compensation in respect of the acquisition of the relevant land. However, you will not be entitled to any interest accrued on the money from the time it is paid to the Authority.

6—Reference of matters into Court and mandatory settlement conference (sections 23BA and 23C)

If you wish for a question arising in the course of negotiations with the Authority to be referred to the Land and Valuation Court, you must first apply to the Authority to convene a settlement conference.

The Authority will be responsible for convening the conference and will appoint a conference coordinator to conduct the conference. See section 23BA of the *Land Acquisition Act 1969* for details of the conference and how it will be conducted.

It is an offence to, without reasonable excuse, refuse or fail to comply with a direction of the conference coordinator.

If the settlement conference does not result in the resolution of the matter, you or the Authority may refer a question arising in the course of negotiations into the Land and Valuation Court (see section 23C of the *Land Acquisition Act 1969*).

The principles for determining compensation are set out in section 25 of the *Land Acquisition Act 1969*.

7—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*.

8—Inquiries

Inquiries should be directed to:

Date:

Signed:

Form 6A—Notice of reversion of compensation money

Land Acquisition Act 1969

(section 23AC)

TO:
of

1—Notice of reversion of compensation money

The compensation money offered to you and paid into the Land and Valuation Court in respect of the acquisition of the following land:

will revert and be paid to *[insert name of the Authority]* on *[insert date]* unless you withdraw the money before that date.

This notice is given under section 23AC of the *Land Acquisition Act 1969*.

2—Requirement to withdraw compensation money within 24 months

It is a requirement that you withdraw the compensation money offered to you for the acquisition of the relevant land within 24 months after that money is paid into the Land and Valuation Court.

A failure to withdraw the money will result in the money, together with any accrued interest, being paid to the Authority.

3—Entitlement to compensation not affected

Neither this notice nor the reversion of money to the Authority affects your entitlement to compensation in respect of the acquisition of the relevant land. However, you will not be entitled to any interest accrued on the money from the time it is paid to the Authority.

4—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*.

5—Inquiries

Inquiries should be directed to:

Date:

Signed:

Form 6B—Notice of acquisition of underground land

Land Acquisition Act 1969

(section 26F)

TO:
of

1—Notice of acquisition

[insert name of the Authority]

of

acquires the following interests in the following land:

(If the Authority seeks to enter into possession of the underground land on a date other than the date the notice was published in the Gazette, the notice must state that date.)

This notice is given under section 26F of the *Land Acquisition Act 1969*.

2—Compensation not payable unless certain water infrastructure or rights are affected

You are not entitled to compensation in relation to the acquisition of the underground land to which this notice relates, unless the following conditions are satisfied:

- you held at least one of the following interests in relation to the underground land immediately before the notice of acquisition was published in relation to the land—
 - ownership of a lawful well that provides access to underground water in the underground land, and any underground infrastructure associated with the well; or
 - a right to take underground water from the underground land by means of such a well;
- you notified the Authority of your interest in response to a notice given under section 26G of the *Land Acquisition Act 1969*;
- the acquisition of the underground land either—
 - involved the acquisition of your interest; or
 - resulted in the discharge of your interest; or
 - resulted in you being unable to take water by means of, or pursuant to, your interest;
- you make an application for compensation to the Authority under section 26H of the *Land Acquisition Act 1969*.

3—Application for compensation under section 26H

If you believe you are entitled to compensation, you must apply to the Authority for compensation within 6 months after the publication of the notice of acquisition in relation to the underground land to which this notice relates.

The application must be in the following manner and form:

The application must be accompanied by the following information or documents:

(If further requirements have been set out in the regulations in relation to this application, the notice should state those requirements or refer the recipient to the regulations.)

After receiving the your application, the Authority may (but is not required to) make you a written offer of compensation not exceeding \$50 000.

See section 26H(4) of the *Land Acquisition Act 1969* for further details on the payment of compensation.

4—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*.

5—Inquiries

Inquiries should be directed to:

Date:

Signed:

Form 6C—Notice of requirement to notify Authority of other interest in underground land

Land Acquisition Act 1969

(section 26G)

TO:

of

1—Notice of requirement to notify Authority of other interest in underground land

This notice relates to the following underground land:

(Delete whichever of the following is inapplicable:

[insert name of the Authority] acquired the underground land by notice published in the Gazette on *[insert date]* under section 26F of the *Land Acquisition Act 1969*.

[insert name of the Authority] is proposing to acquire the underground land under section 26F of the *Land Acquisition Act 1969*.)

This notice is to inform you that the Authority requires that you notify the Authority of the following:

- any person who, to your knowledge, has an interest in the underground land, or who had an interest in the underground land immediately before it was acquired, and the nature of that person's interest (including your interest and its nature);
- the existence of any well, bore or other infrastructure located within the underground land, or on surface land under which the underground land is located, and any entitlement (whether yours or otherwise) that exists to take water by means of that infrastructure;
- *[insert other information that is required if necessary]*

It is an offence to, without reasonable excuse, refuse or fail to comply with this notice.

This notice is given under section 26G of the *Land Acquisition Act 1969*.

2—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:

Date:

Signed:

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 2 July 2020

No 229 of 2020

South Australia

Planning, Development and Infrastructure (General) (Mutual Liability Scheme) Variation Regulations 2020

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 (General) Regulations 2017*

- 4 Insertion of regulations 11A and 11B
 - 11A Mutual liability scheme—notices of appointment of assessment panel members
 - 11B Mutual liability scheme—rights of indemnity
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Planning, Development and Infrastructure (General) (Mutual Liability Scheme) Variation Regulations 2020*.

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 *Planning, Development and Infrastructure (General) Regulations 2017*

4—Insertion of regulations 11A and 11B

After regulation 11 insert:

11A—Mutual liability scheme—notices of appointment of assessment panel members

- (1) A designated authority appointing or reappointing a person as a member of an assessment panel under section 83 of the Act must complete a notice of appointment relating to the member.

- (2) A person appointed or reappointed as a member of an assessment panel under section 83 of the Act must, before commencing a term as a member of the panel, sign a notice of appointment provided to the person by the designated authority and return it to the designated authority.
- (3) An entity appointing or reappointing a person as a member of a regional assessment panel under section 84 of the Act (a *relevant entity*) must complete a notice of appointment relating to the member.
- (4) A person appointed or reappointed as a member of a regional assessment panel under section 84 of the Act must, before commencing a term as a member of the panel, sign a notice of appointment provided to the person by the relevant entity and return it to the relevant entity.
- (5) A notice of appointment will be in a form determined by the Chief Executive and published on the SA planning portal.

11B—Mutual liability scheme—rights of indemnity

- (1) —
 - (a) a designated authority, in being responsible under section 83(1)(h)(ii) of the Act for the costs and other liabilities associated with the activities of an assessment panel appointed by the designated authority; and
 - (b) a council, in being responsible for the costs associated with the activities of a regional assessment panel in accordance with a scheme set out in a notice under section 84(1)(a) and (i) of the Act,must have arrangements in place to indemnify the members of any such panel in respect of a claim against a member of the panel arising out of the performance, exercise or discharge (or purported performance, exercise or discharge) in good faith of their functions, powers or duties under the Act in their role as a member of the panel.
- (2) Membership of the mutual liability scheme constitutes compliance with the requirement under subregulation (1).
- (3) A member of an assessment panel of a kind referred to in subregulation (1) has a right of indemnity against a council or joint planning board (as the case may be) in respect of any claim against the member arising out of the performance, exercise or discharge (or purported performance, exercise or discharge) in good faith of their functions, powers or duties under the Act in their role as a member of the panel.
- (4) The right of indemnity under subregulation (3) in respect of the performance, exercise or discharge (or purported performance, exercise or discharge) in good faith of functions, powers or duties by a member of a regional assessment panel relating to a proposed development lies against the council for the area in which the proposed development is to be undertaken.
- (5) —
 - (a) a designated authority, in being responsible under section 87(f) of the Act for the costs and other liabilities associated with the activities of an assessment manager for an assessment panel appointed by the designated authority; and

- (b) a council, in being responsible for the costs associated with the activities of a regional assessment panel in accordance with a scheme set out in a notice under section 84(1)(a) and (i) of the Act, must have arrangements in place to indemnify an assessment manager for any such panel in respect of a claim against the assessment manager arising out of the performance, exercise or discharge (or purported performance, exercise or discharge) in good faith of their functions, powers or duties under the Act in their role as an assessment manager.
- (6) Membership of the mutual liability scheme constitutes compliance with the requirement under subregulation (5).
- (7) An assessment manager referred to in subregulation (5) has a right of indemnity against a council or joint planning board (as the case may be) in respect of any claim against the assessment manager arising out of the performance, exercise or discharge (or purported performance, exercise or discharge) in good faith of their functions, powers or duties under the Act in their role as the assessment manager.
- (8) The right of indemnity under subregulation (7) in respect of the performance, exercise or discharge (or purported performance, exercise or discharge) in good faith of functions, powers or duties by an assessment manager for a regional assessment panel relating to a proposed development lies against the council for the area in which the proposed development is to be undertaken.
- (9) In this regulation—
mutual liability scheme means the Local Government Association Mutual Liability Scheme conducted and managed by the LGA under Schedule 1 of the *Local Government Act 1999*.

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 2 July 2020

No 230 of 2020

South Australia

Planning, Development and Infrastructure (Accredited Professionals) (Mutual Liability Scheme) Variation Regulations 2020

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 (Accredited Professionals) Regulations 2019*

- 4 Variation of regulation 17—Conditions
-

Part 1—Preliminary

1—Short title

These regulations may be cited as the *Planning, Development and Infrastructure (Accredited Professionals) (Mutual Liability Scheme) Variation Regulations 2020*.

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 *Planning, Development and Infrastructure (Accredited Professionals) Regulations 2019*

4—Variation of regulation 17—Conditions

Regulation 17—after subregulation (2) insert:

- (2a) For the purposes of subregulation (2), an accredited professional will be taken to be covered by an indemnity scheme or other arrangement to the extent—
- (a) that liability that may arise in respect of the performance, exercise or discharge (or purported performance, exercise or discharge) in good faith of their functions, powers or duties under the Act as a member of an assessment panel, or as an assessment manager, is indemnified by a council or joint planning board (as the case may be); and
 - (b) that the council or joint planning board (as the case may be) is a member of an indemnity scheme or arrangement that is approved by the accreditation authority.

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 2 July 2020

No 231 of 2020

STATE GOVERNMENT INSTRUMENTS

COVID-19 EMERGENCY RESPONSE ACT 2020

South Australia

COVID-19 Emergency Response Residential Tenancies Expiry Notice 2020

under section 6(1)(a) of the *COVID-19 Emergency Response Act 2020*

1—Short title

This notice may be cited as the *COVID-19 Emergency Response Residential Tenancies Expiry Notice 2020*.

2—Commencement

This notice has effect on the day on which it is made.

3—Interpretation

In this notice, unless the contrary intention appears—
Act means the *COVID-19 Emergency Response Act 2020*.

4—Expiry

Section 8(1)(c) of part 2 of the Act will expire on the commencement of this notice

Signed by the Attorney-General

on 30 June 2020

DEVELOPMENT ACT 1993

NOTICE UNDER SECTION 26(9)

Lonsdale Residential Development Plan Amendment

Preamble

1. The Lonsdale Residential Development Plan Amendment (the Amendment) has been finalised in accordance with the provisions of the *Development Act 1993*.
2. The Minister for Planning has decided to approve the Amendment.

PURSUANT to section 26 of the Development Act 1993, I –

- (a) approve the Amendment; and
- (b) fix the day on which this notice is published in the Gazette as the day on which the Amendment will come into operation.

Dated: 27 June 2020

HON STEPHAN KNOLL MP
Minister for Transport, Infrastructure and Local Government
Minister for Planning

DEVELOPMENT ACT 1993

SECTION 48

Decision by the Minister for Planning as Delegate of the Governor

Preamble

1. On 18 February 2016 notice of the Governor's decision to grant a development authorisation under section 48 of the Development Act 1993, in respect of a proposal to establish and operate a golf course resort on the south eastern coast of Kangaroo Island by Programmed Turnpoint Pty Ltd, was published in the *South Australian Government Gazette* at p 535.
2. Simultaneously, the Governor delegated his power to grant a variation to the Kangaroo Island Golf Course Resort development authorisation to the Minister for Planning pursuant to section 48 (8) of the Development Act 1993.

3. Variations to the development authorisation were notified in the *South Australian Government Gazette* on 30 May 2017 at p 1956 (related to modifications to the layout of the development), on 21 March 2019 at p 904 (related to a 12 month extension of time to commence construction), on 6 June 2019 at p 1721 (related to modifications to the layout of the development) and on 7 November 2019 at p 3738 (related to changes to conditions of authorisation requirements for the staging of construction).
4. By letter dated 7 April 2020, Kangaroo Island Links Pty Ltd, being the beneficiary of the development authorisation, sought a variation to the authorisation so as to permit a 12 month extension of time to commence construction.
5. I am satisfied that the Public Environmental Report and Assessment Report prepared in relation to the proposed Major Development are appropriate and have had regard, when considering the proposed Major Development, to all relevant matters under Section 48 (5).
6. For ease of reference the conditions attached to the Kangaroo Island Golf Course Resort development authorisation dated 7 November 2019 are republished in full hereunder.

Decision

PURSUANT to Section 48 (7a) and 48 (7) (b) (ii) of the Development Act 1993; and having due regard to the matters set out in Section 48 (5) and all other relevant matters; and exercising the power of the Governor delegated by notice in the *South Australian Government Gazette* dated 18 February 2016 pursuant to section 48 (8), I:

- (a) vary the Kangaroo Island Links Pty Ltd Kangaroo Island Golf Course Resort development authorisation dated 7 November 2019, subject to the conditions set out below;
- (b) specify under Section 48 (7) (b) (iii) all matters which are the subject of conditions herein as matters in respect of which the conditions of this authorisation may be varied or revoked, or new conditions attached; and
- (c) specify for the purposes of Section 48 (11) (b) that substantial work must be commenced on site no later than 30 May 2021, failing which I may cancel this authorisation under Section 48 (11).

CONSOLIDATED VERSION OF CONDITIONS OF AUTHORISATION

General

1. The proponent shall carry out the development generally in accordance with the:
 - (a) Development Application, prepared by Programmed Turnpoint Pty Ltd, dated April 2014, except as varied by the conditions listed below or to the extent that they are varied by the plans and drawings described in paragraph 1 (d - f);
 - (b) Public Environmental Report, prepared by Programmed Turnpoint Pty Ltd, dated April 2015, except as varied by the conditions listed below or to the extent that they are varied by the plans and drawings described in paragraph 1 (d - f);
 - (c) Response Document prepared by Branford Planning + Design on behalf of Programmed Turnpoint Pty Ltd, dated August 2015, except as varied by the conditions listed below or to the extent that they are varied by the plans and drawings described in paragraph 1 (d - f);
 - (d) Variation application, comprising a letter from Kangaroo Island Links Pty Ltd to the Minister for Planning, dated 26 April 2017; document titled 'Development Update – Kangaroo Island Resort, Located at Pennington Bay, Kangaroo Island South Australia' prepared by Kangaroo Island Links Pty Ltd, dated 23 February 2017; and layout plan dated 27 March 2017, except as varied by the conditions listed below or to the extent that they are varied by the plans and drawings described in paragraph 1 (e - f);
 - (e) Variation application, comprising a letter from Sinclair Brook Pty Ltd to the Department of Planning, Transport and Infrastructure, dated 5 March 2019; document titled 'The Cliffs, Kangaroo Island – Master Plan' prepared by HASSELL, dated 18 January 2019; and document titled 'The Cliffs, Kangaroo Island – Comparison Report' prepared by HASSELL, dated 28 February 2019, except as varied by the conditions listed below or to the extent that they are varied by the plans and drawings described in paragraph 1 (f); and
 - (f) Variation application, comprising a letter from Sinclair Brook Pty Ltd to the Department of Planning, Transport and Infrastructure, dated 9 September 2019.
2. The proponent shall have completed the development within five years of the date of this authorisation, failing which the authorisation may be cancelled.
3. In accordance with Conditions 1 and 2 above, the development shall be completed in accordance with the following, failing which I may cancel the authorisation:
 - (a) Essential infrastructure works, including power and water supply to the site, shall be completed prior to any other works (excluding works related to the construction of the golf course), and be substantially commenced no later than 30 May 2021.
 - (b) Works on the golf course shall be completed prior to the commencement of any residential development on the site, excluding land division for that purpose.
 - (c) The clubhouse and tourist accommodation must be commenced within 12 months of completion of the golf course.
 - (d) All external and internal road upgrades, including intersection works and car parking areas, shall be commenced and completed prior to occupation of development on the site, and prior to commencing commercial operations.

Prior to the Commencement of Construction Works

4. The junction of Hog Bay Road and Davies Road shall be realigned to a standard that is trafficable for construction traffic and to the reasonable satisfaction of the Department of Planning, Transport and Infrastructure and the Kangaroo Island Council. A Construction Traffic Management Plan shall be prepared to the reasonable satisfaction of the Department of Planning, Transport and Infrastructure and the Kangaroo Island Council, prior to construction commencing on site.

The following information shall be submitted for further assessment and approval by the Minister for Planning, prior to the commencement of construction works:

5. Building Rules compliance, following assessment and certification by a private certifier, the Kangaroo Island Council or by a person determined by the Minister for Planning, as complying with the provisions of the Building Rules (or the Building Rules as modified according to criteria prescribed by the Development Regulations 2008). For the purposes of this condition 'building work' does not include plant and equipment or temporary buildings that are not permanently attached to the land (refer to relevant Advisory Notes below).
6. Final detailed plans for all structures on site and for each component of the development (including site plans, floor plans, elevations, cross-sections, rendered perspectives, final golf course layout and other relevant specifications). The final design specification for the golf course Hole 14 shall address the requirements for a 'Line of Sight Exclusion Zone' related to the White-bellied Sea Eagle, as detailed in the report titled - 'Kangaroo Island Golf Resort: Threatened Species Management Plan', prepared by EBS Ecology, dated 27 March 2019.

- In regard to the golf course, individual construction works plans for holes 1-4, 7-9, 12-16 and 18 and the practice putting green, prepared by a suitably qualified expert in environmental management and in consultation with the Department for Environment and Water, prior to the construction of each hole. Each work plan should identify areas of risk and specific management measures to be implemented in relation to cliff stability, sand dune erosion, threatened species, Aboriginal heritage and native vegetation protection (where relevant).
7. A Preliminary Site Investigation / Site History Report to determine whether a potentially contaminating land use has occurred on the site in the past, prepared in consultation with the Environment Protection Authority.
 8. A sand drift erosion and cliff stability investigation shall be completed, in consultation with the Department for Environment and Water, and findings included into the final design of the golf course.
 9. A Construction Environmental Management and Monitoring Plan (CEMMP), prepared in consultation with the Environment Protection Authority, the Department for Environment and Water and the Kangaroo Island Council. The CEMMP must incorporate measures to address (but not be limited to) the following matters:
 - (a) traffic management for the duration of demolition and construction;
 - (b) construction and works noise management to ensure compliance with the Environment Protection (Noise) Policy 2007;
 - (c) management of air quality (including odour and dust);
 - (d) sequencing of development (including construction timelines for works on site, as well as periods and hours of construction);
 - (e) occupational health and safety matters;
 - (f) bio-security and wash down procedures to minimise the transfer of pests and pathogens during the construction process;
 - (g) soils (including fill importation), stockpile management and prevention of soil contamination (such as from chemical use and storage, pest plants and pathogens);
 - (h) soil erosion and sediment control (including rehabilitation and stabilisation of land as construction progresses);
 - (i) stormwater management, prior to implementation of a permanent solution;
 - (j) groundwater (including prevention of groundwater contamination);
 - (k) site contamination and remediation (where required);
 - (l) Aboriginal Heritage to ensure compliance with the Aboriginal Heritage Act 1988;
 - (m) waste management for all waste streams and overall site clean-up;
 - (n) use and storage of chemicals, oil, construction-related hazardous substances and other materials that have the potential to contaminate the environment (including proposed emergency responses); and
 - (o) site security, fencing and safety (including the management of public access and local traffic).
 10. An Integrated Water Management Plan (IWMP), prepared in consultation with the Environment Protection Authority and the Department for Environment and Water. The plan must incorporate measures and actions to address (but not be limited to) the following issues:
 - (a) a site plan identifying all water related features and infrastructure for the storage, treatment and/or reuse of potable water, stormwater, wastewater and irrigation water;
 - (b) water balance information, including the total water needs of all components of the development;
 - (c) observation wells and a water level and water quality monitoring program;
 - (d) total wastewater generation from the development (based on projected wastewater volumes per day);
 - (e) predicted greywater generation volumes and a description of how all greywater will be collected, stored and re-used on site (if greywater is to be collected separately to wastewater);
 - (f) predicted evaporative losses from water and wastewater storages;
 - (g) a description of how all wastewater will be collected, stored and re-used on site (including the capacity of the system);
 - (h) a Reclaimed Water Irrigation Management Plan, prepared in accordance with the EPA Guideline 'Wastewater Irrigation Management Plan – a Drafting Guide for Wastewater Irrigators' (June 2009);
 - (i) details of the proposed wastewater storage lagoon liners, prepared in accordance with the EPA Guideline 'Wastewater Lagoon Construction' (November 2014);
 - (j) predicted stormwater generation volumes and details of stormwater quality improvements, including the location and sizing of bio-retention swales and basins, anticipated quality improvements and details of any other proposed stormwater quality treatment features;
 - (k) management of the potential impacts from nutrient and chemical runoff from the golf course, including details regarding the management of pesticides and herbicides, in accordance with the EPA 'Guidelines for Responsible Pesticide Use' (December 2005) and the EPA 'Safe and Effective Pesticide Use: a Handbook for Commercial Spray Operators';
 - (l) control of the spread of turf grasses; and
 - (m) contingencies to address any detrimental effects, especially on local hydrology.
 11. Preparation and implementation of a Cultural Heritage Management Plan for the site (including the infrastructure corridors), to be prepared in consultation with relevant Aboriginal heritage representatives, to establish protocols for the discovery of any Aboriginal sites, objects and/or remains during construction.

During Construction Works and Prior to Operation of the Development

12. All works shall be undertaken in accordance with the approved plans, drawings, specifications and other documentation provided in accordance with conditions 4 to 11 listed above.
- The following information shall be submitted for further assessment and approval by the Minister for Planning a minimum of six months prior to commercial operation of the development:
13. Final plans, drawings, specifications and financial and maintenance arrangements (including Deeds of Agreement) associated with road infrastructure upgrades for the intersection of Hog Bay Road and Davies Road, prepared in consultation with the Department of Planning, Transport & Infrastructure and the Kangaroo Island Council. All works shall then be fully completed prior to commercial operation of the development.
 14. Final plans, drawings, specifications and financial and maintenance arrangements (including Deeds of Agreement) associated with road infrastructure upgrades for Davies Road and Cathers Road, prepared to the reasonable satisfaction of the Kangaroo Island Council. All works shall then be fully completed prior to commercial operation of the development.
 15. An Operational Environmental Management and Monitoring Plan (OEMMP), prepared in consultation with the Environment Protection Authority, the Department for Environment and Water and the Kangaroo Island Council. The OEMMP must incorporate measures to address (but not be limited to) the following matters:
 - (a) general operational noise management (such as from machinery noise), to ensure compliance with the Environment Protection (Noise) Policy 2007;
 - (b) a Waste Management strategy detailing the collection, storage and disposal of waste (for all waste streams) to comply with the Environment Protection (Waste to Resources) Policy 2010;

- (c) wastewater collection and treatment to comply with general obligations of the Environment Protection (Water Quality) Policy 2004;
 - (d) traffic management associated with the preparation of events;
 - (e) noise from live and/or recorded music and public address systems for events;
 - (f) a Kangaroo and Wallaby Management Strategy (including any proposed site fencing and implementation of natural barriers);
 - (g) emergency and evacuation procedures (including a Fire Management Plan prepared in consultation with the Country Fire Service); and
 - (h) ongoing sustainability initiatives (including power, water, flora and fauna management) and details of proposed methods for ongoing monitoring and reporting.
16. A Native Vegetation Management, Rehabilitation and Revegetation Plan, prepared in consultation with the Department for Environment and Water and the Kangaroo Island Natural Resources Management Board. The plan also should include details on how weeds and pests are to be managed following commencement of operations.

During Operation of the Development

17. Operations on the site shall be undertaken in accordance with the approved plans, drawings, specifications and other documentation provided in accordance with conditions 12 – 16 as listed above.
18. The development/site shall be maintained in a serviceable condition and operated in an orderly manner at all times consistent with conditions of approval, to the satisfaction of the Minister for Planning.
19. Undeveloped allotments shall be maintained in a neat and tidy condition at all times, with soil surfaces stabilised to minimise erosion, to the satisfaction of the Minister for Planning.
20. Recycled water (wastewater, greywater and stormwater) must be stored separately from the main water supply storage in accordance with relevant EPA Guidelines.
21. All liquids that have the ability to cause environmental harm must be stored within a bunded compound that has a capacity of at least 120% of the volume of the largest container, in accordance with the EPA 'Bunding and Spill Management Guidelines' (2007).

ADVISORY NOTES

1. Approvals will be required for all structures on site and for each component of the development, including:
- the resort clubhouse building and associated facilities;
 - the tourist accommodation (lodges and suites);
 - storage sheds and other storage structures;
 - the water storage dam; and
 - any land division to create certificates of title for separate allotments.
- In respect of land division documentation, surveyed plans sufficient to satisfy Lands Titles Office procedure should be provided.
2. Further designs and plans (i.e. subject to separate applications to the Minister for Planning or the Development Assessment Commission, as the Governor's delegate) will be required should further development approval be sought for dwellings or additional tourist accommodation.
3. Pursuant to Development Regulation 64, the applicant is advised that the Kangaroo Island Council or private certifier conducting a Building Rules assessment must-
- (a) provide to the Minister a certification in the form set out in Schedule 12A of the Development Regulations 2008 in relation to the building works in question; and
 - (b) to the extent that may be relevant and appropriate-
 - (i) issue a Schedule of Essential Safety Provisions under Division 4 of Part 12; and
 - (ii) assign a classification of the building under these regulations; and
 - (iii) ensure that the appropriate levy has been paid under the Construction Industry Training Fund Act 1993.

Regulation 64 of the Development Regulations 2008 provides further information about the type and quantity of all Building Rules certification documentation for Major Developments required for referral to the Minister for Planning.

4. The Kangaroo Island Council or private certifier undertaking Building Rules assessments must ensure that the assessment and certification are consistent with this development authorisation (including any Conditions or Advisory Notes that apply in relation to this development authorisation).
5. Should the applicant wish to vary the Major Development or any of the components of the Major Development, an application may be submitted, provided that the development application variation remains within the ambit of the Public Environmental Report and Assessment Report referred to in this development authorisation. If an application variation involves substantial changes to the proposal, pursuant to Section 47 of the Development Act 1993, the applicant may be required to prepare an amended Public Environmental Report for public inspection and purchase. An amended Assessment Report may also be required to assess any new issues not covered by the original Assessment Report and a decision made by the Governor pursuant to Section 48 of the Development Act 1993.
6. The applicant's CEMMP and other Plans should be prepared taking into consideration (and with explicit reference to) relevant EPA policies and guideline documents, including, but not limited to:
- (a) the Environment Protection (Air Quality) Policy 1994;
 - (b) the Environment Protection (Noise) Policy 2007;
 - (c) the Environment Protection (Water Quality) Policy 2003;
 - (d) the Environment Protection (National Pollutant Inventory) Policy 2008;
 - (e) the Standard for the Production and Use of Waste Derived Fill (if applicable) (2013);
 - (f) the Bunding and Spill Management Guidelines (2012);
 - (g) the Stormwater Pollution Prevention Code of Practice for the Building and Construction Industry (1999);
 - (h) Handbooks for Pollution Avoidance; and
 - (i) any other legislative requirements, Guidelines and Australian Standards requiring compliance.
7. All works and activities must be undertaken in accordance with the General Environmental Duty as defined in Part 4, section 25(1) of the Environment Protection Act 1993 (which requires that a person must not undertake any activity, which pollutes, or may pollute; without taking all reasonable and practical measures to prevent or minimise harm to the environment), relevant Environment Protection Policies made under Part 5 of the Environment Protection Act 1993 and other relevant publications and guidelines.
8. A site contamination consultant must be engaged to prepare the Preliminary Site Investigation Report, in accordance with Schedules A and B of the National Environment Protection (Assessment of Site Contamination) Measure 1999 (NEPM). If the report identifies that a potentially contaminating activity has occurred, an accredited Site Contamination Auditor must provide a Site Contamination

Audit Report that states the site is suitable for residential use or the site does not pose unacceptable risks to human health and the environment for the proposed commercial area (e.g. short term tourist accommodation).

Statements by site contamination consultants in relation to site contamination must be clearly qualified as to the existence of site contamination at the site by specifying the land uses that were taken into account in forming that opinion as required by Section 103ZA of the Environment Protection Act 1993.

9. Best practice with regard to bioretention is considered to be a design which uses the guidance contained in the Cooperative Research Centre 'Water Sensitive Cities Guidelines for Stormwater Biofiltration Systems – Summary Report' (2015), available at: www.watersensitivecities.org.au. To be effective at treating stormwater on a long term basis, it is recommended that at least 50% of the plants used for bioretention are those recommended in the Report.
10. The applicant is reminded of its obligations under the Native Vegetation Regulations 2003 whereby any native vegetation clearance must be undertaken in accordance with a management plan that has been approved by the Native Vegetation Council that results in a significant environmental benefit on the property where the development is being undertaken, or a payment is made into the Native Vegetation Fund of an amount considered by the Native Vegetation Council to be sufficient to achieve a significant environmental benefit in the manner contemplated by section 21(6) of the Native Vegetation Act 1991, prior to any clearance occurring.
11. Kangaroos are protected under the National Parks and Wildlife Act 1972. South Australia has a Kangaroo Management Plan which has been approved under federal legislation, and a planning decision does not include approvals for the culling of Kangaroos, which is a separate matter to be carefully managed in consultation with the for Environment and Water and Natural Resources Kangaroo Island.
12. The applicant is reminded of its obligations under the Aboriginal Heritage Act 1988, whereby any 'clearance' work that may require permission to disturb, damage or destroy Aboriginal Sites, must be undertaken with the full authorisation of the Minister for Aboriginal Affairs and Reconciliation, according to Section 23 of the Act.
13. The applicant, and all agents, employees and contractors, such as construction crews, must be conversant with the provisions of the Aboriginal Heritage Act 1988, particularly the requirement to immediately contact the Department of Aboriginal Affairs and Reconciliation in the event that archaeological items (especially skeletal material) are uncovered during earthmoving.
14. The applicant is reminded of its obligations under the Commonwealth Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act), not to undertake any activity that could have a significant impact on any matter of National Environmental Significance, without first referring it to Commonwealth Minister for the Environment for consideration under the Act.
15. The Minister has a specific power to require testing, monitoring, auditing and reporting under Section 48C of the Development Act 1993.

Dated: 17 June 2020

STEPHAN KNOLL
Minister for Planning

ELECTRICITY ACT 1996

GAS ACT 1997

MINISTERIAL NOTICE—RETAILER ENERGY EFFICIENCY SCHEME

Minimum Specifications for Energy Efficiency Activities

Pursuant to regulation 28(1) of the *Electricity (General) Regulations 2012* under the *Electricity Act 1996*, and regulation 22(1) of the *Gas Regulations 2012* under the *Gas Act 1997*, I:

- (a) revoke the determination of 'Commercial Lighting Upgrade' activity as an energy efficiency activity for the purposes of Part 4 of the *Electricity (General) Regulations 2012* and Part 4 of the *Gas Regulations 2012*, as published in the Government Gazette on 29 August 2017 pages 3749-3751; and
- (b) determine the activity within the following document to be an energy efficiency activity for the purposes of Part 4 of the *Electricity (General) Regulations 2012* and Part 4 of the *Gas Regulations 2012*.

This notice will take effect on 20 July 2020.

DAN VAN HOLST PELLEKAAN
Minister for Energy and Mining

COMMERCIAL LIGHTING UPGRADE; COMMERCIAL ONLY

Activity No. CLI

1. Activity Specific Definitions

Commercial Lighting is defined as lighting equipment in use in South Australia for the purpose of:

- lighting for roads and public spaces
- traffic signals
- lighting for commercial or industrial premises classified under the Building Code of Australia as either Class 3, 5, 6, 7, 8, 9, 10 or the Common Areas of Class 2

Upgrade means the replacement and/or modification of Existing Lighting Equipment with New Lighting Equipment resulting in a reduction in the consumption of electricity compared to what would have otherwise been consumed.

Existing Lighting Equipment means the equipment that provides lighting services that was already installed and in working order at the time of implementation of the activity, including luminaires and/or lamps, control gear, and control systems

New Lighting Equipment means the equipment that provides lighting services that is installed as a result of the Upgrade for the purpose of the Activity, including luminaires and/or lamps, Control Gear, and control systems

Control Gear means the lighting ballast, transformer or driver.

ELV means extra low voltage, not exceeding 50 volts alternating current (AC) or 120 volts ripple free direct current (DC), as defined in AS/NZS 3000 Wiring rules.

Small Energy Consuming Customer means a customer consuming less than 160MWh of electricity per National Meter Identifier in the 12 months prior to the upgrade.

Large Energy Consuming Customer means a customer consuming more than 160MWh of electricity per National Meter Identifier in the 12 months prior to the upgrade.

2. Activity Description (Summary)

The Activity involves an upgrade to the energy efficiency of Commercial Lighting that results in energy savings as calculated in accordance with this specification.

3. Activity Eligibility Requirements

- (1) The existing lighting equipment must be in working order at time of the upgrade.
- (2) The following Activities are excluded:
 - New lighting installations undertaken as part of new work or refurbishments that require development approval under the *Development Act 1993*
 - Task lighting installations such as portable lighting or desk lamps
 - Installing T5 adaptor kits or installing new lamps into existing T5 adaptor kit fittings
- (3) Where it can be demonstrated that the lamps being replaced have not previously been installed for the purposes of REES, Activity CL1 can be delivered twice per premises, providing all other aspects of the specification are met.

Additional requirements where recipient of Activity is a large energy consuming customer

- (4) The recipient of the Activity must cause payment to the installer for the goods and services provided, with the minimum payment requirement being \$1.40 (including GST) per GJ of normalised energy saving as calculated in accordance with this specification.

4. Installed Product Requirements

- (1) The new lighting equipment must come with a minimum 2 years replacement warranty, and new High Bay lighting with a minimum 5 years replacement warranty.
- (2) At the time of installation, the new lighting equipment must:
 - be on the list of products accepted for installation under the NSW 'Energy Savings Scheme' (ESS), as published by the ESS Administrator, or
 - be an LED linear tube product that is listed on the Victorian Energy Efficiency Target Scheme Product Register, and complies with all relevant requirements of AS/NZS60598.2.1:2014, including amendments.
- (3) Control gear for linear fluorescent lamps manufactured in, or imported into Australia must comply with the requirements in AS/NZS 4783.2-2002.

5. Minimum Installation Requirements

- (1) The Activity must be performed by a licensed electrical worker under the supervision of a licensed electrical contractor
- (2) The Activity must be completed and certified in accordance with any relevant code or codes of practice and other relevant legislation applying to the Activity, including any licensing, registration, statutory approval, Activity certification, health, safety, environmental or waste disposal requirements
- (3) Where relevant, the Activity must achieve the relevant requirements of:
 - AS 2293 Emergency escape lighting and exit signs for buildings
 - AS/NZS 1158 Lighting for roads and Public Spaces
 - AS 2144 traffic signal lanterns
- (4) Where linear fluorescent luminaires are modified to accept linear LED tubes, an Electrical Certificate of Compliance must be provided and retained for verification purposes. The Certificate of Compliance must define the modification work for each type of linear fluorescent luminaire, specify that the modification work include electrical isolation of the legacy ballast (and capacitor if one was present), and specify that the work was performed in accordance with the safety requirements of AS/NZS60598.2.1:2014, including amendments.
- (5) All removed lighting and equipment must be removed in accordance with the Environment Protection (Waste to Resources) Policy 2010 under the *Environment Protection Act 1993*. No fluorescent lighting or any other lighting that contains mercury is to be disposed of to landfill.
- (6) Where linear LED tubes are installed in accordance with the instructions provided with the LED tube, but without removal of legacy ballasts and/or capacitors, installers must:
 - Measure and assess the true power factor of the upgraded lighting circuit, with the aim to show the upgrade should not have a detrimental impact on the customer's compliance with:
 - Section 6.5.3 of SA Power Networks Service and Installation Rules, 2016. This requirement can be met by any reasonably verifiable and technically sound means proposed by the installer, and
 - AS/NZS 3000 wiring rules
 - Obtain ESCOSA approval for the proposed power factor measurement and assessment methodology prior to proceeding with the installation. Once approved, a methodology can be used across multiple installations, providing the methodology does not change. Evidence that a methodology is approved by the Essential Services Commission of Victoria for the purposes of the Victorian Energy Efficiency Target Scheme will be sufficient to meet this installation requirement.
- (7) Each space, after implementation of the Lighting Upgrade must achieve:
 - the relevant requirements of AS/NZS 1680
 - the requirements of the NCC section F4.4, Artificial Lighting
 - an Illumination Power Density that equals or is less than the maximum Illumination Power Density for each space, as defined in Part J6 of the NCC

Additional requirements where recipient of the Activity is a small energy consuming customer:

- (8) Where the new lighting installed equipment causes sub-optimal operation, or has not been completed to the demonstrated satisfaction of the recipient with regards to the colour temperature, colour rendering and the illumination levels of the new lighting, the installer shall either reinstall equipment equivalent to the original equipment or replace any components of the

equipment that are causing the installation not to operate, at no expense to the recipient. Such a request for reinstatement must be acted upon if made within 20 business days of the installation of the new equipment.

- (9) The installer must make best endeavours to avoid compromising lighting service levels, and lux levels must be maintained at least at the levels prior to the Activity.

6. Reporting Requirements

For verification purposes, the following records will be retained in relation to the Activity:

- (1) Site Name
- (2) Site Address
- (3) The classification of the commercial premises in accordance with Australian and New Zealand Standard Industrial Classification (ANZSIC) codes at the divisional level
- (4) Date of Activity
- (5) Energy saved calculated in accordance with the activity energy saving requirements in this specification
- (6) An output report from the ESS Commercial Lighting Calculation Tool (www.ess.nsw.gov.au/Methods_for_calculating_energy_savings/Commercial_Lighting) - produced using the version of the Calculation Tool current at the time the Activity is undertaken
- (7) All evidence requirements specified by ESCOSA including those required by ESCOSA REES Bulletin No. 20 'REES Commercial Lighting Activities'.
- (8) Proof that all removed lighting equipment (including lamps and control gear) has been properly decommissioned including proof of correct recycling or disposal.
- (9) For linear LED tubes installed without removal of legacy ballasts and/or capacitors, evidence of the true power factor measurement and assessment approach used, and the result of the measurement made.
- (10) Where linear florescent luminaires are modified to accept linear LED tubes, written evidence that the recipient has received, and acknowledged receipt of, written information that the modification work will likely void the original luminaire manufacturer's warranty.
- (11) Evidence that each space, after implementation of the Lighting Upgrade achieves:
 - the relevant requirements of AS/NZS 1680
 - the requirements of the NCC section F4.4, Artificial Lighting
 - an Illumination Power Density that equals or is less than the maximum Illumination Power Density for each space, as defined in Part J6 of the NCC

Additional requirements where recipient of the Activity is a small energy consuming customer:

- (12) Evidence that the recipient has received, and acknowledges receipt of, written information on:
- (a) the details of the new lighting equipment, including colour temperature, colour rendering and illumination levels, and
 - (b) the steps the recipient can take should the new lighting equipment be sub-optimal or unsatisfactory.

Additional requirements where recipient of the Activity is a large energy consuming customer:

- (13) A valid tax invoice, clearly showing the completion date, the address, the name and contact details of the person billed for the installation, and the amount charged for the installation.

7. Activity energy savings

The normalised energy saving from undertaking this Activity is equal to:

Normalised Energy Saving (GJ) = output from the ESS Commercial Lighting Calculation Tool as expressed in 'saved MWh' x 3.6 up to a maximum of 1,800 GJ.

With the exception of lamp only replacements of fluorescent tubes with LED tube products, energy savings for this Activity will be calculated using the deemed energy savings method from Clause 9.4 of the NSW 'Energy Savings Scheme Rule of 2009, Effective from 28 April 2017', or a current rule that supersedes this.

Calculations will use the factors and values from Schedule A – Default Factors and Classifications of the NSW 'Energy Savings Scheme Rule of 2009, Effective from 28 April 2017', or a current rule that supersedes this.

For lamp only replacements of fluorescent tubes with LED tube products energy savings will be calculated using the ESS Commercial Lighting Calculation Tool using the lighting category 'LED Lamp Only 240V – Self Ballasted'.

Where linear florescent luminaires are modified to accept linear LED tubes, energy saving will be calculated using the ESS Commercial Lighting Calculation Tool using the lighting category 'Modified Luminaire (LED Linear Lamp)'.

8. Guidance Notes

Eligible products under the NSW Energy Savings scheme include products of a class listed in the following:

NSW – 'Energy Savings Scheme Rule of 2009, Effective from 28 April 2017' - Schedule A – Table A9.1 'Standards Equipment Classes for Lighting Upgrades', or a current rule that supersedes this, or

NSW 'Energy Savings Scheme Rule of 2009, Effective from 28 April 2017' – Table A9.3 'Other Equipment Classes for Lighting Upgrades', or a current rule that supersedes this - Schedule A, or

Products listed under NSW Energy Saving Scheme "Public List of Accepted Emerging Lighting Technologies"

<https://www.ess.nsw.gov.au/Home/About-ESS/Lighting-equipment-requirements/Commercial-lighting-requirements>

FISHERIES MANAGEMENT ACT 2007

SECTION 44

Amendment of the Management Plan for the South Australian Commercial Blue Crab Fishery

TAKE notice that on 29/06/2020 I adopted a management plan to make amendments to the Management Plan for the South Australian Commercial Blue Crab Fishery pursuant to section 44(7) of the Fisheries Management Act 2007, and I hereby fix 1 July 2020 as the date of on which the management plan takes effect.

Date: 29 June 2020

HON TIM WHETSTONE MP
Minister for Primary Industries and Regional Development

FISHERIES MANAGEMENT ACT 2007

SECTION 79

Closure of Port River Cockle Fishing Zone

TAKE NOTICE that, pursuant to section 79 of the *Fisheries Management Act 2007*, it will be unlawful for any licensed or unlicensed person to engage in the class of fishing activity specified in Schedule 1 in the area specified in Schedule 2 during the period specified in Schedule 3.

SCHEDULE 1

Taking or an act preparatory to or involved in the taking of Vongole (*Katelysia* species) from the Port River vongole fishing zone.

SCHEDULE 2

1. The Port River vongole fishing zone means the waters of or near Port Gawler contained within and bounded by a line commencing at the line of Mean High Water Springs closest to 34°40'12.26" South, 138°26'35.25" East (end of Port Gawler Road), then beginning easterly following the line of Mean High Water Springs to the location closest to 34°46'59.03" South, 138°28'40.48" East, then north westerly to the point of commencement, but excluding any land or waters so encompassed that lie landward of the line of Mean High Water Springs.
2. The coordinates specified in this schedule are based on the Geocentric Datum of Australia (GDA94).

SCHEDULE 3

From 1 July 2020 until 30 June 2021.

Dated: 19 June 2020

PROF GAVIN BEGG
A/Executive Director
Fisheries and Aquaculture
Delegate of the Minister for Primary Industries and Regional Development

FISHERIES MANAGEMENT ACT 2007

SECTION 115

Ministerial Exemption ME9903089

TAKE NOTICE that pursuant to section 115 of the Fisheries Management Act 2007, Anthony Hall, Acting Principal of Hallett Cove R-12 School, 2-32 Gledsdale Road, HALLETT COVE SA 5158 (the 'exemption holder'), or a person acting as his agent, is exempt from Section 70 of the *Fisheries Management Act 2007* and Regulation 5, 23 and Clauses 74 and 116 of Schedule 6 of the *Fisheries Management (General) Regulations 2017* but only insofar as the exemption holder shall not be guilty of an offence when taking and holding specified aquatic organisms from the waters specified in Schedule 1, using the gear specified in Schedule 2 (the 'exempted activity') and subject to the conditions specified in Schedule 3, from 27 June 2020 until 26 June 2021, unless varied or revoked earlier.

SCHEDULE 1

South Australian marine coastal waters (including intertidal rocky reefs) of Moonta Bay, Port Hughes, Rapid Bay and adjacent to Myponga Beach excluding aquatic reserves, sanctuary zones or restricted access zones of the Encounter Marine Park.

SCHEDULE 2

Soft mesh hand nets with the following configuration:

- Head – approximately 500 mm x 500 mm
- Handle – 1,500 mm extendable
- Mesh – 2 mm to 3 mm spacing

SCHEDULE 3

- 1 The nominated agent of the exemption holder;
 - Mr Bill Round
- 2 The take of the following organisms from coastal waters:
 - Rock Pool Shrimp x 50
 - Sweep x 1
 - Blennies and Gobies x 10
 - Cowfish x 4
 - Old Wives x 4
 - Toadfish x 2
 - Weedfish x 4
 - Southern Rock Lobster x 2
 - Blue Swimmer Crab x 2
 - Seastar x 6
 - Magpie Morwong x 2
 - Live Rock (including attached aquatic organisms) 25 kg
- 3 The specimens taken by the exemption holder are for educational display purposes only and must not be sold.

- 4 Any protected species taken incidentally while undertaking research under this exemption must be returned to the water immediately, unencumbered.
- 5 The exemption holder may not take specimens for aquaculture research purposes pursuant to this notice.
- 6 Organisms taken pursuant to this notice must not be released.
- 7 Within 14 days of the take of organisms pursuant to this notice, the exemption holder must provide a report in writing to PIRSA Fisheries and Aquaculture, (GPO Box 1625, ADELAIDE SA 5001), giving the following details:
 - the date and time of collection
 - the name and number of each species taken, including any mortalities resulting from collecting
 - locations of collection
 - details of disease outbreaks, if any.
- 8 If no activity has been undertaken pursuant to this notice, notification to this affect must be provided in writing to PIRSA Fisheries and Aquaculture within 14 days of expiry of this notice, or when applying for another exemption, whichever is sooner.
- 9 At least 1 hour before conducting research under this exemption, the exemption holder must contact PIRSA Fishwatch on **1800 065 522** and answer a series of questions about the exempted activity. The exemption holder will need to have a copy of this notice in their possession at the time of making the call, and be able to provide information about the area and time of the exempted activity, the vehicles and/or boats involved, the number of permit holders undertaking the exempted activity and other related questions.
- 10 A person acting as an agent of the exemption holder must possess a copy of a signed letter from the exemption holder stating that they are acting as an agent during the exempted activity, and identification stating that they are affiliated with the Hallett Cove R-12 School.
- 11 The exemption holders or a person acting as an agent must not contravene or fail to comply with the *Fisheries Management Act 2007* or any regulations made under that Act, except where specifically exempted by this notice.

Dated: 26 June 2020

PROF GAVIN BEGG
A/Executive Director
Fisheries and Aquaculture

Delegate of the Minister for Primary Industries and Regional Development

HOUSING IMPROVEMENT ACT 2016

Rent Control

The Minister for Human Services Delegate in the exercise of the powers conferred by the *Housing Improvement Act 2016*, does hereby fix the maximum rental per week which shall be payable subject to Section 55 of the *Residential Tenancies Act 1995*, in respect of each house described in the following table. The amount shown in the said table shall come into force on the date of this publication in the Gazette.

Address of Premises	Allotment Section	Certificate of Title Volume/Folio	Maximum Rental per week payable
6 Malcolm Street, Flinders Park SA 5025	Allotment 258 Deposited Plan 4671 Hundred of Yatala	CT5686/429	\$0.00 Unfit for Human Habitation

Dated: 2 July 2020

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

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
62 Coglin Street, Brompton SA 5007	Allotments 29 & 30 Deposited Plan 795 Hundred of Yatala	CT3951/181, CT5480/43, CT5480/44
19 Threadgold Street, Peterborough SA 5422	Allotment 5 Deposited Plan 15789 Hundred of Yongala	CT4326/61, CT5068/257
39 Davoren Road, Davoren Park SA 5113	Allotment 792 Deposited Plan 7711 Hundred of Munno Para	CT5212/163
26 Donhead Street, Elizabeth SA 5112 Rooming House	Allotment 152 Deposited Plan 6048 Hundred of Munno Para	CT3143/11, CT5327/825

Dated: 2 July 2020

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

LANDSCAPE SOUTH AUSTRALIA ACT 2019

Notice of Volume of Water Available for Allocation from the River Murray Consumptive Pool

PURSUANT to Section 121 (4) of the *Landscape South Australia Act 2019* ('the Act'), I, Ben Bruce, delegate of the Minister for Environment and Water and Minister to whom the Act is committed, hereby determine the volume of water available for allocation from each of the River Murray Prescribed Watercourse's Consumptive Pools to water access entitlement holders for the period 1 July 2020 to 30 June 2021, as set out in Schedule 1 below:

SCHEDULE 1

Consumptive Pool	Classes	Volume of water available for allocation	Water Access Entitlement	Water Allocation Rate as % of Nominal Maximum Water Allocation Rate of 1 kL/unit share
		kL	unit share	(%)
Metropolitan Adelaide	Class 6	65,000,000	130,000,000	50
All Purpose	Class 1	8,368,662	8,368,662	100
	Class 2	34,000,000	50,000,000	68
	Class 3	328,211,034	607,798,212	54
	Class 5	5,568,841	5,568,841	100
	Class 8	11,988,000	22,200,000	54
All Purpose	Sub Total	388,136,537	693,935,715	
Wetland	Class 9	38,953,915	38,953,915	100
Environmental	*Class 9	7,244,800	7,244,800	100
	Total	499,335,252	870,134,430	

* Riverine Recovery Program

This Notice will remain in effect until 30 June 2021, unless earlier varied.

Dated: 29 June 2020

BEN BRUCE
Executive Director, Water and River Murray
Department for Environment and Water
Delegate of the Minister for Environment and Water

LIVESTOCK ACT 1997

SECTION 37

Requirement to vaccinate chickens (Gallus gallus domesticus) in a commercial poultry flock with Newcastle disease vaccine and prohibition of the introduction of unvaccinated chickens into South Australia

PURSUANT to Section 37 of the *Livestock Act 1997* and for the purpose of the control and eradication of Newcastle disease, an exotic disease of chickens caused by virulent avian paramyxovirus serotype 1 (APMV-1), I, Mary Ruth Carr, Chief Inspector of Stock, delegate of the Minister for Primary Industries and Regional Development require that:

1. All chickens kept in a commercial poultry flock, where any chicken in the flock is over 24 weeks of age must be:
 - (1) Vaccinated with a registered Newcastle disease vaccine in accordance with the manufacturer's instructions and
 - (2) Serologically monitored to demonstrate vaccination efficacy,
 in accordance with the Newcastle disease vaccination program - Standard operating procedures, unless otherwise approved by the Chief Inspector of Stock.
2. Surveillance of commercial broiler flocks, where any chicken in the flock has not been vaccinated with a registered Newcastle disease vaccine, must be undertaken for Newcastle disease in accordance with the National Newcastle Disease Management Plan.
3. If requested by the purchaser, the vendor of any chicken kept on a commercial pullet rearing farm must provide the purchaser with evidence of the chicken's Newcastle disease vaccination history prior to the chicken being moved off the farm.

and in addition, I prohibit:

4. The introduction into the State of any chicken that is:
 - (a) over 24 weeks of age; or
 - (b) under 24 weeks of age but has been kept with any chicken over 24 weeks of age at the same time;
 into a commercial poultry flock unless the chicken has been vaccinated for Newcastle disease virus, in accordance with the Newcastle disease vaccination program - Standard operating procedures.

Definitions

In this Notice:

'Broiler' means a meat chicken, a special breed of chicken for meat production

'Chickens' means a domesticated fowl or the subspecies *Gallus gallus domesticus*

'Commercial' means a managed group of more than 1000 chickens

'National Newcastle Disease Management Plan' means the *National Newcastle Disease Management Plan 2013 - 2016*, as amended or replaced from time to time, published by Australian Animal Health Council Limited and available at www.animalhealthaustralia.com.au or from the Chief Inspector of Stock at 33 Flemington Street, Glenside, SA 5056 or by telephone (08) 8207 7900.

'Newcastle disease vaccination program - Standard operating procedures' means the *Newcastle disease vaccination - Standard operating procedures*, as amended or replaced from time to time, published by Australian Animal Health Council Limited and available at www.animalhealthaustralia.com.au or from the Chief Inspector of Stock at 33 Flemington Street, Glenside, SA 5056 or by telephone (08) 8207 7900.

'Pullet' means an immature female chicken for egg production

This Notice shall remain in force until 30 June 2025, unless amended or revoked by a subsequent Notice.

Dated: 22 June 2020

MARY RUTH CARR
Chief Inspector of Stock
Delegate for the Minister of Primary Industries and Regional Development

MENTAL HEALTH ACT 2009

*Variation of Determination that Adaire Clinic
(Outer Southern Community Mental Health Services) is an Authorised Community Mental Health Facility*

NOTICE is hereby given that the Chief Psychiatrist, pursuant to Section 97A of the *Mental Health Act 2009*, has varied the determination published in the Government Gazette on 30 May 2017 (No.35) that Noarlunga Community Mental Health Services (Adaire Clinic) Noarlunga GP Plus, Alexander Kelly Drive, Noarlunga Centre, S.A. 5168 (now known as Outer Southern Community Mental Health Services (Adaire Clinic)) (“Adaire Clinic”) is an Authorised Community Mental Health Facility by attaching the following conditions and limitations to that determination:

- that a plan approved by the Chief Psychiatrist is in place to monitor the safety, appropriateness and continuity of care delivered to patients who are acutely unwell and receiving community care, and/or patients who have been recently discharged from hospital.
- that a referral for acute community care may only be accepted by Adaire Clinic if:
 - o an assessment is made by Team Leader and/or Senior Consultant Psychiatrist of the needs of the patient (as informed by referring practitioners, and any other source of available information) against the capability and capacity of the team at that time; and
 - o the Team Leader and/or Senior Consultant Psychiatrist for that team has approved the acceptance of the referral.

Dated: 2 July 2020

DR JOHN BRAYLEY
Chief Psychiatrist

MENTAL HEALTH ACT 2009

Variation of Determination that Noarlunga Health Services is an Approved Treatment Centre

NOTICE is hereby given that the Chief Psychiatrist pursuant to Section 96 of the *Mental Health Act 2009* has varied the determination published in the Government Gazette on 30 May 2017 (No. 35) that Noarlunga Health Services, Alexander Kelly Drive, Noarlunga Centre, SA, 5168 is an Approved Treatment Centre by attaching the following condition and limitation to that determination:

- that a plan approved by the Chief Psychiatrist is in place to monitor the safety and appropriateness of assessments, treatment interventions and care plans that are provided to voluntary and involuntary patients of that part of the Noarlunga Health Service that is the Emergency Department who are discharged for follow-up by community teams, General Practitioners or other community providers.

Dated: 2 July 2020

DR JOHN BRAYLEY
Chief Psychiatrist

MENTAL HEALTH ACT 2009

*Variation of Determination that Southern Immediate Care Centre,
Noarlunga Health Services is an Authorised Community Mental Health Facility*

NOTICE is hereby given that the Chief Psychiatrist, pursuant to Section 97A of the *Mental Health Act 2009*, has varied the determination published in the Government Gazette on 27 June 2017 (No. 41) that Southern Intermediate Care Centre, Noarlunga Health Services, Jackson Place, Noarlunga Centre SA 5168 (“the Centre”) is an Authorised Community Mental Health Facility by attaching the following conditions and limitations to that determination:

- that a plan approved by the Chief Psychiatrist is in place to monitor the safety, appropriateness and continuity of care delivered to patients admitted to the Centre;
- that a patient may only be admitted for acute residential care at the Centre if:
 - o an assessment is made by the Team Leader and/or Senior Consultant Psychiatrist of the needs of the patient (as informed by referring practitioners, and any other source of available information) against the capability of the Centre to provide the necessary care and support to the patient, which assessment includes consideration of the limitations of the physical design and staffing model of the Centre; and
 - o the Team Leader and/or Senior Consultant Psychiatrist for the Centre has approved the patient’s admission.

Dated: 2 July 2020

DR JOHN BRAYLEY
Chief Psychiatrist

MINING ACT 1971

Notice pursuant to Section 29 (1a) and 29 (5) (b) (ii)

NOTICE is hereby given that the notice under the *Mining Act 1971* (the Act) published on 29 November 2018 in the South Australian Government Gazette at page 4049, is varied in respect of land referred to in the Schedule.

Notice is further hereby given that:

- (1) Pursuant to subsection 29 (1a) of the Act no applications may be made for corresponding licences over land identified in Columns 1, 2, 3 and 6 of the Schedule during the succeeding period listed in Column 4 of the Schedule.
- (2) Applications for corresponding licences may be made during the period listed in Column 5 of the Schedule and during that period, pursuant to subsection 29 (5) (b) (ii) of the Act, subsection 29 (4) of the Act will not apply in relation to any such applications. (See Note 1).

- (3) Plans and coordinates for the land identified in Columns 1, 2, 3 and 6 of the Schedule can be obtained at the Department for Energy and Mining (DEM) Minerals website http://www.energymining.sa.gov.au/exploration/public_notices or by phoning Mineral Tenements on (08) 8463 3103.
- (4) This Notice becomes effective on 2 July 2020.

THE SCHEDULE

Column 1 ERA No	Column 2 Locality	Column 3 Area (km ²)	Column 4 Moratorium Period	Column 5 Application Open Dates	Column 6 Specific criteria
1138	Manners Well area approximately 65km northeast of Parachilna	995	02/10/2019 to 06/09/2020	07/09/2020 to 11/09/2020	Flinders Ranges Scenic/Tourism Area
1139	Narrina area approximately 55km east-northeast of Parachilna	997	02/10/2019 to 06/09/2020	07/09/2020 to 11/09/2020	Flinders Ranges Scenic/Tourism Area

Dated: 2 July 2020

J MARTIN
Mining Registrar
Delegate of the Minister for Energy and Mining

NOTE 1: The effect of this notice is that:

- No applications for a corresponding licence may be made during the succeeding period.
- The succeeding period will always expire on a Sunday. From the immediately following Monday to the immediately following Friday, applications for a corresponding licence may be made (the application week).
- Applications made in the application week will not be dealt with under subsection 29(4) i.e., on a first come first served basis, but under subsection 29(6) i.e., on a merits basis.
- If no applications are made in the application week, the land in question will cease to be subject to the notice and any applications for an exploration licence made after that time will be dealt with under subsection 29(4).

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Application for Grant of Associated Activities Licence—AAL 283

Pursuant to section 65(6) of the *Petroleum and Geothermal Energy Act 2000* (the Act) and Delegation dated 29 June 2018, notice is hereby given that an application for the grant of an associated activities licence over the area described below has been received from:

Stuart Petroleum Pty Ltd

The application will be determined on or after 30 July 2020.

The application covers an area of approximately 4.97 square kilometres located southwest of Moomba in the South Australian Cooper Basin.

A map and GIS data for the application area is available from the Department for Energy and Mining website at the following location: <https://map.sarig.sa.gov.au/> or by contacting the Department for Energy and Mining, Energy Resources Division on telephone (08) 8429 2559.

Dated: 30 June 2020

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Application for Grant of Associated Activities Licence—AAL 285

Pursuant to section 65(6) of the *Petroleum and Geothermal Energy Act 2000* (the Act) and Delegation dated 29 June 2018, notice is hereby given that an application for the grant of an associated activities licence over the area described below has been received from:

Stuart Petroleum Pty Ltd**Cooper Energy Limited**

The application will be determined on or after 30 July 2020.

The application covers an area of approximately 4.18 square kilometres located adjacent to petroleum production licence 207 and situated southwest of Moomba in the South Australian Cooper Basin.

A map and GIS data for the application area is available from the Department for Energy and Mining website at the following location: <https://map.sarig.sa.gov.au/> or by contacting the Department for Energy and Mining, Energy Resources Division on telephone (08) 8429 2559.

Dated: 30 June 2020

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Grant of Associated Activities Licence—AAL 281
(Adjunct to Petroleum Production Licence—PPL 262)*

Notice is hereby given that the undermentioned Associated Activities Licence has been granted with effect from 26 June 2020, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 29 June 2018.

No of Licence	Licensees	Locality	Area in km ²	Reference
AAL 281	Beach Energy Limited Great Artesian Oil and Gas Pty Ltd	Cooper Basin	0.04	MER-2020/0222

Description of Area

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

All coordinates MGA94, Zone 54

349568.69mE 6944886.42mN

349804.00mE 6944889.32mN

349804.00mE 6945068.00mN

349566.45mE 6945068.00mN

349568.69mE 6944886.42mN

AREA: **0.04** square kilometres approximately

Dated: 26 June 2020

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Grant of Associated Activities Licence—AAL 282
(Adjunct to Petroleum Production Licence—PPL 209)*

Notice is hereby given that the undermentioned Associated Activities Licence has been granted with effect from 25 June 2020, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 29 June 2018.

No of Licence	Licensees	Locality	Area in km ²	Reference
AAL 282	Stuart Petroleum Pty Ltd	Cooper Basin	0.33	MER-2020/0230

Description of Area

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

All coordinates MGA2020, Zone 54

416349mE 6834901mN

416886mE 6834678mN

417112mE 6834483mN

417157mE 6834442mN

417158mE 6834441mN

417330mE 6834276mN

417529mE 6834078mN

417699mE 6833944mN

418089mE 6833725mN

418301mE 6833638mN

419068mE 6833565mN

419038mE 6833473mN

418271mE 6833542mN

418042mE 6833636mN

417646mE 6833859mN

417461mE 6834005mN

417261mE 6834204mN

417090mE 6834369mN

417049mE 6834405mN

416810mE 6834604mN

416492mE 6834728mN

416308mE 6834810mN

416221mE 6834815mN

416141mE 6834808mN

416140mE 6834906mN

416220mE 6834915mN

416316mE 6834911mN

416333mE 6834907mN

416339mE 6834906mN

416349mE 6834901mN

AREA: **0.33** square kilometres approximately

Dated: 25 June 2020

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Grant of Petroleum Retention Licences PRLs 245 and 246

Pursuant to section 92(1) of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the undermentioned Petroleum Retention Licences have been granted under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 29 June 2018.

No of Licence	Licensees	Locality	Area in km ²	Reference
PRL 245	Stuart Petroleum Pty Ltd	Cooper Basin	93.09	MER-2019/1115
PRL 246			51.56	

Description of Areas**PRL 245**

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

Commencing at a point being the intersection of latitude 27°00'00"S AGD66 and longitude 140°40'00"E AGD66, thence east to longitude 140°45'15"E GDA94, south to latitude 27°05'30"S GDA94, west to longitude 140°43'50"E GDA94, south to latitude 27°05'50"S GDA94, west to longitude 140°43'40"E GDA94, south to latitude 27°07'45"S GDA94, west to longitude 140°41'35"E GDA94, north to latitude 27°05'30"S GDA94, west to longitude 140°40'00"E AGD66 and north to the point of commencement, but excluding the area bounded as follows:

Commencing at a point being the intersection of latitude 27°03'20"S AGD66 and longitude 140°40'10"E AGD66 thence east to longitude 140°41'40"E AGD66, south to latitude 27°04'00"S AGD66, east to longitude 140°41'50"E AGD66, south to latitude 27°04'50"S AGD66, east to longitude 140°42'00"E AGD66, south to latitude 27°05'00"S AGD66, east to longitude 140°42'10"E AGD66, south to latitude 27°05'30"S AGD66, west to longitude 140°41'00"E AGD66, north to latitude 27°05'20"S AGD66, west to longitude 140°40'50"E AGD66, north to latitude 27°05'10"S AGD66, west to longitude 140°40'40"E AGD66, north to latitude 27°05'00"S AGD66, west to longitude 140°40'30"E AGD66, north to latitude 27°04'40"S AGD66, west to longitude 140°40'20"E AGD66, north to latitude 27°04'10"S AGD66, west to longitude 140°40'10"E AGD66, and north to the point of commencement.

AREA: **93.09** square kilometres approximately.

PRL 246

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

Commencing at a point being the intersection of latitude 27°05'30"S GDA94 and longitude 140°40'00"E AGD66, thence east to longitude 140°41'35"E GDA94, south to latitude 27°07'45"S GDA94, east to longitude 140°43'40"E GDA94, north to latitude 27°05'50"S GDA94, east to longitude 140°43'50"E GDA94, north to latitude 27°05'30"S GDA94, east to longitude 140°45'15"E GDA94, south to latitude 27°10'00"S AGD66, west to longitude 140°40'00"E AGD66, north to latitude 27°07'40"S AGD66, east to longitude 140°40'40"E AGD66, north to latitude 27°07'30"S AGD66, east to longitude 140°40'50"E AGD66, north to latitude 27°06'30"S AGD66, west to longitude 140°40'40"E AGD66, north to latitude 27°06'10"S AGD66, west to longitude 140°40'00"E AGD66 and north to the point of commencement.

AREA: **51.56** square kilometres approximately.

Date: 25 June 2020

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Grant of Petroleum Retention Licences PRL 247

Pursuant to section 92(1) of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the undermentioned Petroleum Retention Licences have been granted under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 29 June 2018.

No of Licence	Licensees	Locality	Area in km ²	Reference
PRL 247	Leigh Creek Operations Pty Ltd	Telford Basin	5.39	MER-2020/0289

Description of Area

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

Commencing a point being the northern-most corner of Section 418, Out of Hundreds (Copley) [being the eastern-most corner of Section 321, Out of Hundreds (Copley)]; then south-easterly, generally southerly, south-westerly and generally northerly along the eastern, southern, and western boundary of said Section 418 to a point on the south-eastern boundary of Section 321, Out of Hundreds (Copley); south-westerly along the south-eastern boundary of said Section 321 and its production across the road corridor to the north-eastern boundary of Section 486, Out of Hundreds (Copley); north-westerly along the north-eastern boundary of said Section 486 to the south-western-most corner of Section 324, Out of Hundreds (Copley); generally westerly and north-westerly along the southern and south-western boundary of said Section 324 to the southern-most corner of Section 416, Out of Hundreds (Copley); north-westerly along the south-western boundary of said Section 416 to its intersection with a straight line, or prolongation of such, westerly between Longitude 138.385778 East, Latitude 30.474531 South and Longitude 138.389586 East, Latitude 30.473794 South; then in straight lines passing through the following coordinate points :

Longitude East	Latitude South
138.389586	30.473794
138.391747	30.473900
138.397772	30.474669
138.399247	30.474692
138.400092	30.474808
138.401200	30.475122
138.402442	30.475519
138.405161	30.476681
138.406639	30.477117
138.407703	30.477475
138.409156	30.477850
138.409778	30.478150
138.411897	30.478900
138.413317	30.479544
138.414358	30.479833
138.417283	30.482606
138.418658	30.484003
138.419358	30.485342
138.420722	30.488408
138.421261	30.488217
138.421986	30.487219
138.422742	30.485942
138.423317	30.485300
138.424342	30.485006
138.425011	30.485111
138.426411	30.485961
138.427978	30.486672
138.430108	30.484714
138.428653	30.481786
138.426442	30.479319
138.424867	30.477744
138.423383	30.476692
138.420017	30.474806
138.418364	30.471833
138.417553	30.469903
138.403858	30.469058
138.394714	30.468047
138.389542	30.467711
138.386181	30.467850
138.386181	30.467847
138.383114	30.468508

then westerly in a straight line, or prolongation of such, westerly between Longitude 138.383114 East, Latitude 30.468508 South and Longitude 138.379764 East, Latitude 30.469419 South to its intersection with the south-western boundary of Section 416, Out of Hundreds (Copley); then north-westerly along portion of the south-western boundary of said Section 416 to its intersection with a straight line, or prolongation of such, south-westerly between Longitude 138.378867 East, Latitude 30.468672 South and Longitude 138.385667 East, Latitude 30.466878 South; then in straight lines passing through the following coordinate points :

Longitude East	Latitude South
138.385667	30.466878
138.389675	30.466706
138.390853	30.466717
138.392614	30.466789
138.397439	30.466692
138.404647	30.466725
138.410567	30.467267
138.417458	30.468108

then south-easterly in a straight line, or prolongation of such, south-easterly between Longitude 138.417458 East, Latitude 30.468108 South and Longitude 138.421519 East, Latitude 30.468750 South to its intersection with the north-eastern boundary of Section 321, Out of Hundreds (Copley); then south-easterly along the north-eastern boundary of said Section 321 to the point of commencement.

Excluded areas

Sections 444, 485 and 486, Out of Hundreds (Copley) and Portion Q6001 of Deposited Plan 114607.

Reference datum

Geographical coordinates are referenced to the Geocentric Datum of Australia 2020 (GDA2020), in decimal degrees.

AREA: 5.39 square kilometres approximately.

Date: 26 June 2020

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

ROAD TRAFFIC ACT 1961

South Australia

Road Traffic (Light Vehicle Standards) (Roof-mounted work lights) Notice 2020

under section 163AA of the *Road Traffic Act 1961*

1 Commencement

This Notice will come into operation on the day on which it is published in the *South Australian Government Gazette*.

2 Interpretation

In this Notice –

Act means the *Road Traffic Act 1961*;

authorised officer means a police officer or a person appointed as an authorised officer under section 35 of the Act or taken to be so authorised under that section;

light vehicle means a vehicle with a gross vehicle mass of 4.5 tonnes or less;

road means an area that is open to or used by the public and is developed for, or has as one of its main uses, the driving of motor vehicles;

road-related area means any of the following:

- (a) an area that divides a road;
- (b) a footpath or nature strip adjacent to a road;
- (c) an area that is not a road and that is open to the public and designated for use by cyclists or animals;
- (d) any public place that is not a road and on which a vehicle may be driven, whether or not it is lawful to drive a vehicle there.

3 Exemption

In accordance with the powers conferred on me as a delegate of the Minister for Transport, Infrastructure and Local Government, I hereby exempt light vehicles used for animal harvesting and

feral animal control from the following provision of the Road Traffic (Light Vehicle Standards) Rules 2018:

- rule 88 – External cabin lights

4 Conditions

A light vehicle may be fitted with external cabin lights on condition that:

1. the vehicle complies with all other requirements of the Act and statutory instruments made under it;
2. That the vehicle is owned by, or is being operated at the instruction of, a person who holds a valid firearms licence in one of the following categories:
 - Category 3 (hunting) licence;
 - Category 5 (primary production) licence;
 - Category 7 (contract shooter) licence;
 - Category 12 (miscellaneous) licence for conservation purposes.
3. The vehicle is only permitted to be driven on a road or road-related area:
 - a) with the roof-mounted work light facing rearward; and
 - b) with the roof-mounted work light not able to be switched on; and
 - c) with the internal swivel control for the roof-mounted work light either removed or secured in such a way that it will not dislodge during travel, and in a position such that occupants of the vehicle cannot come into contact with the secured control; and
 - d) that no person occupies the central seating position, if equipped, with the roof-mounted search light in situ regardless of the position of the control or it being temporarily removed.
4. A copy of this Notice must be carried in the vehicle at all times and produced at the request of an authorised officer.

5 Revocation

This Notice may be revoked by the Minister or his delegate at any time.

6 Execution

Dated: 26 June 2020

BARRY IOANNI

Delegate for the Minister for Transport, Infrastructure and Local Government

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

*Notice of Confirmation of Road Process Order
Road Closure—Public Road, Hallett*

BY Road Process Order made on 25 June 2019, the Regional Council of Goyder ordered that:

1. The Public Road situated dividing Section 537, Hundred of Hallett, more particularly delineated and marked 'A' in Preliminary Plan 17/0046 be closed.
2. Transfer the whole of the land subject to closure to Arthur Leonard Hill, Julianne Rosalie Hill, Narelle Lurline Simpson, Suzanne Elizabeth Compagnoni, Patricia Ann Flynn and Leonie Jane Smith in accordance with the Agreement for Transfer dated 25 June 2019 entered into between the Regional Council of Goyder and the aforementioned transferees.
3. The following easement is to be granted over portion of the land subject to that closure:

Grant a free and unrestricted Right of Way over the land marked 'K' in favour of Allotment 101 in Deposited Plan 122434.

On 23 June 2020 that order was confirmed by the Minister for Transport, Infrastructure and Local Government conditionally upon the deposit by the Registrar-General of Deposited Plan 122434 being the authority for the new boundaries.

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

Dated: 2 July 2020

M. P. BURDETT
Surveyor-General

DPTI: 2017/18303/01

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 34

*Order by the Minister to Close Road
Un-named Public Road, Motpena*

BY an Order made on 10 June 2020 under Sections 6 and 34 of the Roads (Opening and Closing) Act 1991, the Minister for Transport, Infrastructure and Local Government ordered that:

1. Portion of the Un-named Public Road, situated adjoining the western boundary of Section 26, Hundred of Nilpena, more particularly delineated and lettered 'A' in Preliminary Plan 20/0014 be closed.
2. Issue a Certificate of Title to the Minister for Transport, Infrastructure and Local Government for the whole of the land subject to closure.

On 19 June 2020 that order was confirmed by the Minister for Transport, Infrastructure and Local Government conditionally upon the deposit by the Registrar-General of Deposited Plan 124043 being the authority for the new boundaries.

Notice of the Order is hereby published in accordance with Section 34(7) of the said Act.

Dated: 2 July 2020

M. P. BURDETT
Surveyor-General

DPTI: 2020/07885/01

YOUTH COURT ACT 1993

Erratum

IN *Government Gazette* No. 53 of 25 June 2020, the *Youth Court (Care and Protection) Rules 2018* appearing pages 3560-3592 were printed in error. This notice and all forms appearing within should be disregarded.

Dated: 2 July 2020

LOCAL GOVERNMENT INSTRUMENTS

CITY OF ADELAIDE

LOCAL GOVERNMENT ACT 1999—SECTION 123

Public Consultation: Proposed Draft 2020/2021 Annual Business Plan and Budget

The City of Adelaide gives notice of its intention to conduct public consultation on its Draft 2020/2021 Business Plan and Budget.

Under the *Local Government Act 1999*, Council is required to undertake public consultation in accordance with its public consultation policy before it adopts an annual business plan and budget.

Copies of the draft 2020/2021 Business Plan and Budget are available for inspection and purchase at the Council's principal office, 25 Pirie Street Adelaide SA 5000 and any of its libraries or community centres.

For further information in relation to the consultation process or to provide feedback on the proposal you can visit: yoursay.cityofadelaide.com.au anytime or the Council's principal office or any of its libraries and community centres during ordinary office hours.

Consultation opens on 2 July 2020. All submissions must be received by midnight, Thursday 23 July 2020.

Dated: 2 July 2020

CLARE MOCKLER
Acting Chief Executive Officer

CITY OF BURNSIDE

Adoption of Valuations and Declaration of Rates

NOTICE is hereby given that on the 23 June 2020 the Council of the City of Burnside, pursuant to the provisions of the *Local Government Act 1999*, for the year ending 30 June 2021.

Adoption of Valuations

Adopted, the capital valuations to apply in its area for rating purposes for the 2020-2021 financial year as supplied by the Valuer General totalling \$18,585,648,800.

Declaration of Rates

Declared differential general rates in the dollar based on capital value as follows:

- (a) 0.2160 cents in the dollar on rateable land of Category 1 – Residential, Category 2 – Commercial Shop, Category 3 – Commercial Office, Category 4 – Commercial Other, Category 5 – Industrial Light, Category 6 – Industrial Other, Category 7 – Primary Production and Category 9 – Other.
- (b) 0.4320 cents in the dollar on rateable land of Category 8 – Vacant Land.

Resolved that the minimum amount payable by way of general rates in respect of rateable land within the area for the year ending 30 June 2021 be \$875; and

Declared a Separate Rate (Regional Landscape Levy) of 0.0096 cents in the dollar on all rateable land in the Council's area and within the area of the Adelaide Green Landscape Board Area;

The Council resolved that rates will be payable in four equal or approximately equal instalments, and that the due dates for those instalments will be 1 September 2020, 1 December 2020, 1 March 2021 and 1 June 2021.

Dated: 2 July 2020

C COWLEY
Chief Executive Office

CITY OF MARION

BY-LAW MADE UNDER THE LOCAL GOVERNMENT ACT 1999

Shopping Trolley Amenity By-law 2020

By-law No. 8 of 2020

To protect and enhance the amenity of the area of the Council, suppress nuisance caused by the use of shopping trolleys on roads, local government land and private land and otherwise for the convenience, comfort and safety of the Council's community.

Part 1 – Preliminary

1. **Short Title**
This by-law may be cited as the *Shopping Trolley Amenity By-law 2019*.
2. **Commencement**
This by-law will come into operation four months after the day on which it is published in the *Gazette* in accordance with Section 249(5) of the *Local Government Act 1999*.
3. **Definitions**
In this By-law:
 - 3.1 **authorised person** has the same meaning as in the *Local Government Act 1999*;
 - 3.2 **authorised token** means any object designed to release a trolley from a coin deposit and release system that has been approved by the Council on application by a retailer;
 - 3.3 **coin deposit and release system** means a coin-operated lock that operates with the insertion of an Australian currency one dollar or two dollar coin or equivalent authorised token;
 - 3.4 **premises** includes:
 - 3.4.1 land;
 - 3.4.2 a part of any premises or land;
 - 3.5 **removal notice location** means:
 - 3.5.1 the place mentioned in a removal notice where the trolley was found; and

- 3.5.2 any place outside a retailer's shopping centre precinct that can be clearly seen from the place mentioned in the removal notice;
- 3.6 **retailer** means a person who provides shopping trolleys for use in the retailer's premises;
- 3.7 **retailer's shopping centre precinct**, for a retailer's shopping trolley, means the shopping centre precinct where the retailer's premises that are identified on the trolley are located;
- 3.8 **shopping centre**, for retail premises which provide shopping trolleys for use in the premises, means:
- 3.8.1 if the premises occupy a single building—the retail premises; or
- 3.8.2 if the premises are in a shopping centre, shopping mall, shopping court or shopping arcade—the centre, mall, court or arcade;
- 3.9 **shopping centre precinct** means:
- 3.9.1 an area consisting of:
- 3.9.1.1 a shopping centre; and
- 3.9.1.2 any car park provided for the use of customers of the shopping centre; and
- 3.9.1.3 any area, including a road or other public place, between the shopping centre and the car park; and
- 3.9.1.4 any other area provided for the use of customers of the shopping centre immediately adjacent to the shopping centre; or
- 3.9.2 an area determined by the Council to constitute a shopping centre precinct for the purposes of this by-law;
- 3.10 **shopping trolley** means:
- 3.10.1 a predominantly metal trolley incorporating a basket that cannot be removed; or
- 3.10.2 a trolley or handcart determined by the Council to constitute a shopping trolley for the purposes of this by-law;
- 3.11 **trolley containment system** means:
- 3.11.1 a wheel lock system;
- 3.11.2 a coin deposit and release system; or
- 3.11.3 such other system as the Council may determine to prevent shopping trolleys being removed from a shopping centre precinct, and to facilitate the return of the shopping trolleys to a designated location within the precinct;
- 3.12 **wheel lock system** means a disabling device which makes the trolley inoperable, including by locking the wheels of the shopping trolley, if it is removed from a retailer's shopping centre precinct.

Part 2 – Management of Shopping Trolleys

4. Retailer to keep Shopping Trolleys within Shopping Centre Precinct

- 4.1 A retailer must keep a shopping trolley, which has been identified as belonging to the retailer under this by-law, within the retailer's shopping centre precinct.
- 4.2 This paragraph does not prevent a shopping trolley that is not within the retailer's shopping centre precinct being:
- 4.2.1 on premises owned or leased by the retailer or a person authorised by the retailer to keep the trolley;
- 4.2.2 in the possession of the retailer or a person authorised by the retailer to be in possession of the trolley; or
- 4.2.3 in a shopping centre precinct other than the retailer's shopping centre precinct.
- 4.3 This paragraph does not apply if:
- 4.3.1 a trolley containment system is in operation at the retailer's shopping centre precinct;
- 4.3.2 the number of trolleys provided by the retailer at the retailer's shopping centre precinct is less than 25; or
- 4.3.3 the retailer has obtained an exemption from the Council from the operation of this paragraph.
- 4.4 For the avoidance of doubt, nothing in this paragraph prevents an authorised person from giving a retailer a removal notice under paragraph 5 of this by-law.

5. Notice to Remove Individual Shopping Trolley

- 5.1 If a shopping trolley is found in a place outside the retailer's shopping centre precinct an authorised person may give a retailer a notice (a **removal notice**) requiring the retailer to remove the shopping trolley from the removal notice location specified in the removal notice within the period specified in the removal notice.
- 5.2 A removal notice issued under paragraph 5.1 of this by-law:
- 5.2.1 is to be complied with within 72 hours after the time the removal notice is given (or such other time as has been specified in the notice);
- 5.2.2 must specify:
- 5.2.2.1 the time and date the removal notice is given;
- 5.2.2.2 the place where the shopping trolley was found;
- 5.2.2.3 it is an offence against this by-law to fail to comply with the removal notice or remove the notice without authorisation;
- 5.2.2.4 the expiation fee and maximum penalty applicable under this by-law for failing to comply with the notice or removing the notice without authorisation;
- 5.2.2.5 the Council's contact details in relation to the removal notice.
- 5.3 A retailer must comply with a removal notice issued under paragraph 5.1 of this by-law.
- 5.4 A removal notice may be given by the authorised person:
- 5.4.1 either:
- 5.4.1.1 securely attaching the removal notice, addressed to the retailer, to the shopping trolley in a conspicuous position; and
- 5.4.1.2 calling the contact telephone number stated on the trolley as required under this by-law and giving the information in the removal notice to the retailer; or
- 5.4.2 serving the removal notice in accordance with the *Local Government Act 1999*.
- 5.5 For the purposes of this by-law, a removal notice is taken to have been given to a retailer under paragraph 5.4.1 of this by-law:
- 5.5.1 at the time and date the telephone call is made and the information is given to:
- 5.5.1.1 a person who answers the telephone call; or
- 5.5.1.2 a telephone answering or recording device; or
- 5.5.2 if a reasonable attempt was made to give the information to the retailer by telephone.
- 5.6 A person, other than a retailer or a person authorised by a retailer, must not remove or interfere with a removal notice attached to a shopping trolley under this by-law.

6. Direction to Return Shopping Trolley

- 6.1 If an authorised person believes on reasonable grounds that a person:
- 6.1.1 has taken a retailer's shopping trolley from the retailer's shopping centre precinct;
 - 6.1.2 is using a retailer's shopping trolley in a place outside the retailer's shopping centre precinct; or
 - 6.1.3 has left a retailer's shopping trolley at a place outside the retailer's shopping centre precinct,
- the authorised person may give the person a direction (an **on-the-spot direction**) to return the shopping trolley to the retailer's premises identified on the trolley.
- 6.2 An on-the-spot direction issued under paragraph 6.1 of this by-law:
- 6.2.1 is to be complied with within such reasonable time as specified by the authorised person;
 - 6.2.2 must include:
 - 6.2.2.1 a warning it is an offence against this by-law not to comply with the direction;
 - 6.2.2.2 the expiation fee and maximum penalty applicable under this by-law for failing to comply with the direction; and
 - 6.2.2.3 the Council's contact details;
- 6.3 A person must comply with an on-the-spot direction issued under paragraph 6.1 of this by-law.
- 6.4 Nothing in this paragraph empowers an authorised person to issue an on-the-spot direction under this paragraph to:
- 6.4.1 the retailer identified on the trolley; or
 - 6.4.2 a person authorised by the retailer to deal with the trolley in the manner specified in paragraphs 6.1.1 or 6.1.2.

Part 3 – Notification Requirements

7. Shopping Trolley Removal Notification

A retailer must place prominently at or near each customer exit in the retailer's premises a notice that:

- 7.1 contains the following statement:
 - 'Under the City of Marion's *Shopping Trolley Amenity By-law 2019* fines can apply for taking, using or leaving a shopping trolley outside this shopping centre precinct.'
- 7.2 describes the retailer's shopping centre precinct;
- 7.3 contains anything else required by a determination of the Council under this paragraph; and
- 7.4 can be seen and read easily by a person leaving the retailer's premises.

8. Identification of Shopping Trolleys

A retailer must display on each of the retailer's shopping trolleys the following information:

- 8.1 the retailer's legal name;
- 8.2 the address of the retailer's premises at which the retailer keeps the trolley; and
- 8.3 the contact telephone number of:
 - 8.3.1 the retailer; or
 - 8.3.2 a person authorised by the retailer to collect the trolley.

Part 3 – Miscellaneous

9. Exemptions

- 9.1 A retailer may apply in writing to Council for an exemption from the application of paragraph 4 of this by-law.
- 9.2 The Council may, in its absolute discretion, determine to exempt a retailer from the application of paragraph 4 of this by-law in respect of all shopping trolleys or particular types of shopping trolleys, either temporarily or permanently.
- 9.3 A retailer must not include information in an application made under this paragraph that is false or misleading in a material particular.

10. Requirement to Publish Determinations Online

If the Council makes a determination under paragraph 3.9.2, 3.10.2, 3.11.3 or 7.3 of this by-law, the Council must give notice of the making of that determination on a website determined by the Council's Chief Executive Officer.

The foregoing by-law was duly made and passed at a meeting of the Council of the Corporation of the City of Marion held on the 23rd day of June 2020 by an absolute majority of the members for the time being constituting the Council, there being at least two thirds of the members present.

Dated: 2 July 2020

ADRIAN SKULL
Chief Executive Officer

CITY OF PLAYFORD

ROADS (OPENING AND CLOSING) ACT 1991

Road Closing – Un-made Road (Parachilna Road), Gould Creek

NOTICE is hereby given, pursuant to section 10 of the *Roads (Opening and Closing) Act 1991*, that the council proposes to make a Road Process Order to close and retain as a public reserve the un-made road adjoining allotments 3 to 7 in DP 10670 and allotment 84 in DP 13258 more particularly delineated and lettered A on Preliminary Plan 20/0019.

The Preliminary Plan and Statement of Persons Affected is available for public inspection on Council's website <https://playford.engagementhub.com.au>, at Playford Civic Centre, 10 Playford Boulevard, Elizabeth, Stretton Centre, 307 Peachy Road, Munno Para, and the Adelaide Office of the Surveyor-General during normal office hours. The Preliminary Plan can also be viewed at www.sa.gov.au/roadsactproposals.

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons. The application for easement or objection must be made in writing to the City of Playford at 12 Bishopstone Road Davoren Park SA 5113, 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.

Enquiries relating to this proposal can be directed to Stefani Promnitz, Property Officer, on 8256 0591.

Dated: 2 July 2020

SAM GREEN
Chief Executive Officer

CITY OF SALISBURY

Declaration as Public Roads—Notice of Intention

NOTICE is hereby given pursuant to section 210 of the *Local Government Act 1999*, that the City of Salisbury resolved at the meeting held on the 21 October 2019, that it intends to declare the following roads to be Public Roads:

Road Name	Plan Reference
Chapel Street	GRO 515/1856
Church Street	GRO 380/1854
Gawler Street (Northern Portion)	GRO 129/1857
James Lane (Western Portion)	GRO 380/1854
James Street	GRO 380/1854
John Street	GRO 380/1854
Lawrie Avenue	GRO 515/1856
Mary Street	GRO 380/1854
North Lane	GRO 83/1857
Old John Street (Eastern Portion)	GRO 83/1857
Robert Street	GRO 515/1856
Union Street	GRO 515/1856
William Street	GRO 515/1856

Anyone with a registered interest in the above is invited to make a written submission to:

Lavinia Morcoase
Senior Property Officer
City of Salisbury
PO Box 8
Salisbury SA 5108

Closing date for submissions is Monday 5th October 2020

Dated: 2 July 2020

JOHN HARRY
Chief Executive Officer

DISTRICT COUNCIL OF GRANT

Resignation of Councillor

NOTICE is hereby given in accordance with section 54(6) of the *Local Government Act 1999*, that a vacancy has occurred in the office of Councillor for Central Ward, due to the resignation of Councillor Jody Elliott on 22 June 2020.

Dated: 2 July 2020

DW WHICKER
Chief Executive Officer

DISTRICT COUNCIL OF KIMBA

Adoption of Valuation and Declaration of Rates 2020-2021

Notice is hereby given that the District Council of Kimba at its meetings held on 10th June 2020 for the financial year ending 30 June 2021:

- Adopted site valuations to apply in its area for rating purposes supplied by the Valuer-General, being the most recent valuations available to the Council totalling \$233,781,680
- Declared differential general rates varying according to the locality of the land as follows;
 - 0.5704 cents in the dollar in respect of rateable land in the Rural Zone;
 - 18.50 cents in the dollar in respect of rateable land in the Commercial (Bulk Handling) Zone; and
 - 3.699 cents in the dollar in respect of rateable land in all other Zones,
 as defined in the Council's Development Plan.
- Declared that the minimum amount payable by way of general rates in respect of all rateable land within the Council's area is \$300.00.
- Imposed that the annual service charge on all land to which the Council provides or makes available its Community Wastewater Management System is \$250.00.
- Imposed an annual service charge of \$185.00, based on the nature of the service and varying according to land use category, on all land to which the Council provides its Waste Management Service with land use categories (a) Residential, (b) Commercial – Shop (c) Commercial – Office.
- Declared a separate rate based on a fixed charge of \$79.15 per assessment for residential, other and vacant land, \$118.72 per assessment for commercial and industrial properties and \$158.30 per assessment for primary production properties in respect of all rateable land in the area of the Eyre Peninsula Landscape Board.

Dated: 2 July 2020

DEB LARWOOD
Chief Executive Officer

KINGSTON DISTRICT COUNCIL

Adoption of Valuation and Declaration of Rates 2020/2021

NOTICE is given that at the meeting held on 23 June 2020, the Council for the financial year ending 30 June 2021 resolved as follows:

1. Adopted the capital values made by the Valuer General totaling \$1,483,081,260, and that 1 July 2020 shall be the day as and from when such valuations shall become the valuations of the Council.
2. Declared the following differential general rates for all rateable land within the Council area:
 - A differential general rate of 0.3388 cents in the dollar on rateable land of Category (a) (Residential) Land Use;
 - A differential general rate of 0.3388 cents in the dollar on rateable land of Category (b) (Commercial – Shop), Category (c) (Commercial – Office) and Category (d) (Commercial – Other) Land Use;
 - A differential general rate of 0.3388 cents in the dollar on rateable land of Category (e) (Industrial – Light) and Category (f) (Industrial – Other) Land Use;
 - A differential general rate of 0.2541 cents in the dollar on rateable land of Category (g) (Primary Production) Land Use;
 - A differential general rate of 0.3896 cents in the dollar on rateable land of Category (h) (Vacant Land) Land Use;
 - A differential general rate of 0.3388 cents in the dollar on rateable land of Category (i) (Other) Land Use;
 - A differential general rate of 0.3388 cents in the dollar on rateable land of Category (j) (Marina Berth) Land Use.
3. Fixed a minimum amount payable by way of rates of \$591.50.
4. Declared a differential separate rate based upon a fixed charge dependent upon the use of the land to reimburse itself the contribution to the Limestone Coast Landscape Board as follows:
 - \$81.00 fixed charge on rateable land of Category (a) (Residential), Category (h) (Vacant), Category (i) (Other) and Category (j) (Marina Berth) Land Use.
 - \$123.00 fixed charge on rateable land of Category (b) (Commercial – Shop), Category (c) (Commercial – Office) and Category (d) (Commercial – Other) Land Use.
 - \$193.00 fixed charge on rateable land of Category (e) (Industrial – Light) and Category (f) (Industrial – Other) Land Use.
 - \$346.50 fixed charge on rateable land of Category (g) (Primary Production) Land Use.
5. Imposed an annual service charge on all land to which Council provides or makes available the prescribed service known as the Kingston Community Wastewater Management System (CWMS) as follows:
 - \$386.00 per unit on each occupied allotment
 - \$258.00 per unit on each vacant allotment
 based upon the CWMS Property Units Code and varying according to whether land is vacant or occupied.
6. Imposed an annual service charge on all land to which the Council provides or makes available the prescribed service of Mobile Garbage Bin Collection and Disposal:
 - \$258.00 per mobile garbage bin service collected from each allotment
 based upon the level of usage of the service and being charged in accordance with Council's Mobile Garbage Bin Collection and Disposal Policy.

Dated: 2 July 2020

NAT TRAEGER
Chief Executive Officer

DISTRICT COUNCIL OF ORROROO CARRIETON

Adoption of Valuations and Declaration of Rates 2020-2021

NOTICE is given that the Council at a Special Meeting held on the 10th June 2020, in respect of the financial year ending 30th June 2021, resolved as follows:

Adoption of Valuations

To adopt, for rating purposes, the most recent valuations of the Valuer-General available to Council of the Capital Value of land within the Council's area totalling \$267,422,060 of which \$259,980,260 is the total Capital Value of rateable land.

General Rates

That pursuant to Sections 153 and 156 of the Local Government Act 1999, determines that the following rates for the year ending 30th June 2021, be declared on rateable land within its area, based upon the capital value of the land.

- a) .2900 cents in the dollar for Primary Production land located within the Council area
- b) .3822 cents in the dollar for Residential land located within the Council area
- c) .3822 cents in the dollar for Vacant land located within the Council area
- d) .3822 cents in the dollar for Commercial/Industrial land located within the Council area
- e) .3822 cents in the dollar for other land located within the Council Area

Fixed Charge

To declare a fixed charge of \$300.00 on all rateable land within the Council area.

Annual Service Charge—Waste Management Collection

To declare an annual service charge – waste management collection of \$386.00 to be applied to all properties to which the service is provided or is made available, with a charge of \$88.00 for each additional bin.

*Separate Rate—Regional Landscape Levy
(formerly Natural Resources Management Levy)*

To declare a separate rate of 0.016780 cents in the dollar on all rateable land within the Council area to recover the amount payable to the Landscape Administration Fund.

Dated: 2 July 2020

DYLAN STRONG
Chief Executive Officer

WAKEFIELD REGIONAL COUNCIL
ROADS (OPENING AND CLOSING) ACT 1991

Road Closure—Public Road, Beaufort & South Hummocks

Notice is hereby given, pursuant to section 10 of the Roads (Opening and Closing) Act 1991, that the Wakefield Regional Council proposes to make a Road Process Order to close and merge with Section 183, Hundred of Clinton, portion of Public Road along the northern boundary of said section, as delineated and lettered 'A' on the Preliminary Plan No. 20/0026.

A copy of the plan and a statement of persons affected are available by contacting the Council Office on (08) 8862 0800 or admin@wrc.sa.gov.au as well as the Adelaide Office of the Surveyor-General during normal office hours. The Preliminary Plan may also be viewed at www.sa.gov.au/roadsactproposals.

Any application for easement or objection must set out the full name, address and details of the submission and must be fully supported by reasons.

The application for easement or objection must be made in writing to the Council, Scotland Place, Balaklava SA 5461 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 June 2020

ANDREW MACDONALD
Chief Executive Officer

WATTLE RANGE COUNCIL

Adoption of Valuations and Declaration of Rates

NOTICE is hereby given that the Wattle Range Council at a meeting held on 23 June 2020 and in relation to the financial year ending 30 June 2021, adopted the 2020-2021 Annual Business Plan and Budget and resolved to:

1. Valuations

Pursuant to Section 167(2)(a) of the *Local Government Act 1999*, adopted the valuations that are to apply in its area for rating purposes for the 2020/21 financial year, being the capital valuations of the Valuer General, totalling \$4,183,706,900.

2. Differential Rates

Pursuant to Sections 152(1)(c)(i), 153(1)(b) and 156(1)(a) of the *Local Government Act 1999*, declares the following differential general rates on rateable land within its area for the year ending 30th June 2021, based upon the capital value of the land which rates vary by reference to land use categories as per Regulation 14 of the *Local Government (General) Regulations 2013* as follows:

- a) Residential - a differential rate of 0.47099 cents in the dollar
- b) Commercial Shop - a differential rate of 0.40031 cents in the dollar
- c) Commercial Office - a differential rate of 0.40031 cents in the dollar
- d) Commercial Other - a differential rate of 0.40031 cents in the dollar
- e) Industry Light - a differential rate of 0.40031 cents in the dollar
- f) Industry Other - a differential rate of 0.40031 cents in the dollar
- g) Primary Production - a differential rate of 0.32915 cents in the dollar
- h) Vacant Land - a differential rate of 0.56736 cents in the dollar
- i) Other - a differential rate of 0.56736 cents in the dollar

3. Minimum Rate

Pursuant to Section 158(1)(a) of the *Local Government Act 1999* declared that the minimum amount payable by way of general rates on rateable land in the Council area is \$600.00.

4. Service Charges

Pursuant to Section 155 of the *Local Government Act 1999* imposed the following annual service charges

(i) Waste Collection Service

based on the level of usage of the service, on all land to which the Council provides or makes available the prescribed services of the collection, treatment or disposal of waste via Council's waste management services in respect of each set of bins, or part thereof, provided on the basis that the sliding scale provided for in Regulation 13 of the *Local Government (General) Regulations 2013* will be applied to reduce the service charge payable, as prescribed.

- (a) three bin normal waste, recycling and green organics collection and disposal service of \$346.00; and
- (b) two bin normal waste and recycling collection and disposal service of \$270.00.

(ii) Community Wastewater Management Systems

based on the nature of the service and varying according to the CWMS Property Units Code in accordance with Regulation 12 of the *Local Government (General) Regulations 1999* on all land in the Townships of Penola, Southend, Kalangadoo and Beachport to which it provides or makes available the Community Wastewater Management Systems being prescribed services for the collection, treatment and disposal of waste.

- | | |
|---|----------|
| (a) Penola, Southend & Kalangadoo - Occupied Unit | \$627.00 |
| (b) Penola, Southend & Kalangadoo - Vacant Unit | \$469.00 |
| (c) Beachport Occupied Unit | \$712.00 |
| (d) Beachport Vacant Unit | \$534.00 |

5. Separate Rates

Pursuant to Section 69 of the *Landscape South Australia Act 2019* and Section 154 of the *Local Government Act 1999*, in order to reimburse the Council for amounts contributed to the Limestone Coast Landscape Board declared a separate rate based on a fixed charge varying on the basis of land use categories in respect of rateable land in the Council's area.

- (i) \$81.20 per assessment on rateable land categories (a), (h) and (i) (Residential, Vacant & Other);
- (ii) \$118.10 per assessment on rateable land categories (b), (c) and (d) (Commercial Shop, Commercial Office, Commercial Other);
- (iii) \$187.95 per assessment on rateable land categories (e) and (f) (Industry Light & Industry Other);
- (iv) \$350.05 per assessment on rateable land category (g) (Primary Production).

6. Payment of Rates

Pursuant to Section 181 of the Local Government Act 1999, rates for the year ending 30 June 2021 will fall due in four equal or approximately equal instalments on 2 September 2020, 2 December 2020, 3 March 2021 and 2 June 2021.

Dated: 30 June 2020

BEN GOWER
Chief Executive Office

DISTRICT COUNCIL OF YANKALILLA*Adoption of Valuation and Declaration of Rates 2020-2021*

NOTICE is hereby given that the District Council of Yankalilla at its meeting on 16 June 2020 for the financial year ending 30 June 2021:

1. Adopted for rating purposes the Valuer-General's valuations of capital values applicable to land within the Council area totalling \$2,193,787,140.
2. Declared differential general rates based upon the use of the land as follows:
 - (a) Residential: 0.517247 cents in the dollar;
 - (b) Commercial-Shop: 0.517247 cents in the dollar;
 - (c) Commercial-Office: 0.517247 cents in the dollar;
 - (d) Commercial-Other: 0.517247 cents in the dollar;
 - (e) Industry-Light: 0.517247 cents in the dollar;
 - (f) Industry-Other: 0.517247 cents in the dollar;
 - (g) Primary Production: 0.517247 cents in the dollar;
 - (h) Vacant Land: 0.698283 cents in the dollar; and
 - (i) Other: 0.517247 cents in the dollar.
3. Imposed a minimum amount of \$890.00 in respect of each separate piece of rateable land in the Council area.
4. Declared a separate rate of 0.009285 cents in the dollar on capital value on all rateable land in the Council area to recover the amount of \$197,264.50 payable to the Hills and Fleurieu Landscape Board.
5. Imposed an annual service charge of \$880.00 per unit in respect of all properties (vacant and occupied) at Wirrina Community serviced by the Wirrina Water Supply.

Dated: 2 July 2020

NIGEL MORRIS
Chief Executive

LOCAL GOVERNMENT ASSOCIATION OF SOUTH AUSTRALIA

LOCAL GOVERNMENT ASSOCIATION MUTUAL LIABILITY SCHEME

Scheme Rules

The Local Government Association of South Australia has resolved that the existing scheme rules for the LGA Mutual Liability Scheme be repealed and replaced with the amended scheme rules for these schemes as provided below.

- 1. Operation of Rules**
These Rules operate from 12:00am on 2 July 2020.
- 2. Definitions**
In these Rules, the following words have the following meanings given to them:
 - 2.1 "Civil Liability" means any liability not being criminal resulting from an obligation, function, power or duty of a Member arising under law.
 - 2.2 "Claim" means any claim for Civil Liability made upon a Member during the term of this Mutual Scheme.
 - 2.3 "Delegate" has the meaning given to that term in Rule 3.1.
 - 2.4 "Eligible Body" means:
 - 2.4.1 LGA;
 - 2.4.2 LGASA Mutual Pty Ltd (ACN 625 310 045);
 - 2.4.3 LGCS Pty. Ltd. (ABN 21 094 805 964);
 - 2.4.4 The Local Government Finance Authority of South Australia;
 - 2.4.5 All Councils (including their subsidiaries) constituted pursuant to the provisions of the LG Act;
 - 2.4.6 Any other body so prescribed by the provisions of the LG Act that is admitted to the membership of the Mutual Scheme; or
 - 2.4.7 Any other entity admitted to the membership of the Mutual Scheme by LGA in accordance with Rule 5.2.
 - 2.5 "Indemnity Cover" means insurance or reinsurance cover purchased or procured by LGA for and on behalf of Members to satisfy and manage the Claims admitted to indemnity in the amount determined from time to time by LGA.
 - 2.6 "LG Act" means the Local Government Act 1999 (SA), and any Act of Parliament in addition to or in substitution for that Act.
 - 2.7 "LGA" means Local Government Association of South Australia (ABN 83 058 386 353).
 - 2.8 "LGA Board" means the board of directors of the LGA.
 - 2.9 "LGA Member" means any Council (including its subsidiaries) constituted pursuant to the LG Act that is admitted as a member of the LGA in accordance with clause 8 of the Constitution of the LGA from time to time.
 - 2.10 "Member" means an Eligible Body admitted to membership of the Mutual Scheme in accordance with Rule 5.
 - 2.11 "ML Fund" means the fund established in accordance with Rule 6 and maintained in accordance with these Rules.
 - 2.12 "ML Indemnity" means protection or security against loss or damage resulting from Civil Liability.
 - 2.13 "ML Objectives" means the objectives of the Mutual Scheme contained in Rule 4.3.
 - 2.14 "Mutual Scheme" means The Local Government Association Mutual Liability Scheme conducted pursuant to Schedule 1 of the LG Act and in accordance with these Rules.
 - 2.15 "Notifier" has the meaning given to that term in Rule 19.1.
 - 2.16 "Ordinary Resolution" means a resolution passed by at least the majority of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.
 - 2.17 "Pooled Cover" means the discretionary indemnity cover provided from the ML Fund to satisfy and manage the Claims admitted to indemnity in the amount determined from time to time by LGA.
 - 2.18 "Recipient" has the meaning given to that term in Rule 19.1.
 - 2.19 "Special Resolution" means a resolution passed by at least 75% of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.
- 3. Delegation**
 - 3.1 Subject to Rule 3.2, LGA may (but is not obliged to) delegate any power, function or duty under these Rules (including the power to sub-delegate) to an entity controlled by LGA which is responsible for the management of the Mutual Scheme ("Delegate") subject to such limitations and conditions as may be determined by LGA.
 - 3.2 LGA is not permitted to delegate any power, function or duty under Rules 5.2, 8.3, 9.8.1, 14.4, 15.1, 18.3, 18.7, 18.8.1, 19 and 20.1.
 - 3.3 LGA may revoke or amend a delegated power, function or duty at any time. LGA may at any time exercise, in its own right, any of the powers or functions delegated by it and any such exercise will not, without more, amount to the revocation of any delegation in favour of a Delegate.
 - 3.4 Subject only to any limitations or conditions in the delegation, the Delegate, in exercising delegated power, will be empowered under these Rules as if it were LGA.
- 4. Objectives of the Mutual Scheme**
 - 4.1 The Mutual Scheme comprises the ML Fund which provides coverage to Members in relation to Claims.
 - 4.2 LGA may establish funds under the Mutual Scheme in addition to the ML Fund to provide coverage to Members in relation to potential and actual claims relating to liability, loss or damage of Members, other than the Claims.
 - 4.3 In relation to the ML Fund, the ML Objectives are to provide to Members of the Mutual Scheme assistance in respect of their potential and actual Claims more particularly set out in these Rules and including but not limited to:
 - 4.3.1 advice in respect of minimising the occurrence and severity of all Claims;
 - 4.3.2 assistance in the administration, investigation, management and resolution of all Claims;
 - 4.3.3 legal representation in respect of all Claims; and
 - 4.3.4 financial assistance by way of discretionary grants in respect of the Claims.
- 5. Admission to Membership**
 - 5.1 The Eligible Bodies listed in Rules 2.4.1 to 2.4.6 inclusive are automatically entitled to membership of the Mutual Scheme.
 - 5.2 The LGA Board may from time to time by Ordinary Resolution, and subject to the terms of these Rules, admit to membership of the Mutual Scheme for a financial year any other entity which makes an application to LGA and upon their admission, such entity will be an Eligible Body for the purposes of Rule 2.4.7.
 - 5.3 In exercising discretion to admit an entity to membership of the Mutual Scheme pursuant to Rule 5.2, the LGA Board may take into account any matter which it considers relevant.
 - 5.4 Notwithstanding the admission of a Member to membership of the Mutual Scheme pursuant to Rule 5.1 or Rule 5.2, a Member shall only be entitled to the benefits of the Mutual Scheme if, at the relevant time, that Member has paid in full any contribution payable by it under Rule 11 or otherwise as required in accordance with these Rules.

- 5.5 At the discretion of LGA, the benefits of membership of the Mutual Scheme may be limited to defined Claims, limited to Pooled Cover, limited to Indemnity Cover or any combination of those matters.
- 5.6 Payment of a contribution by a Member shall be evidence of the Member's agreement to be bound by these Rules.
- 6. ML Fund**
- 6.1 LGA shall establish and maintain the ML Fund to meet the ML Objectives and for that purpose, subject to Rule 5.4, may apply the ML Fund to meet:
- 6.1.1 such Claims as may be made against any one or more of the Members during that year to the extent of the Pooled Cover;
- 6.1.2 such Claims as may have been made against any one or more of the Members during any previous year and which at the commencement of these Rules and any new financial year have not been settled;
- 6.1.3 the premium payable to an appropriate indemnity insurer to provide Indemnity Cover for the Members during that year;
- 6.1.4 the operating expenses of the Mutual Scheme for that year, including:
- 6.1.4.1 the remuneration of LGA referred to in Rule 12.1; and
- 6.1.4.2 any expenses of LGA or a Delegate referred to in Rule 12.2, in each case insofar as they relate to the ML Fund; and
- 6.1.5 any grants or allocations to Members, or any other person or body for or on behalf of any Member, which LGA in its discretion may make.
- 6.2 Each Claim shall be met:
- 6.2.1 to the extent that the Claim does not exceed the amount of the Pooled Cover, from the ML Fund;
- 6.2.2 to the extent that the Claim exceeds the amount of the Pooled Cover:
- 6.2.2.1 to the amount of the Pooled Cover, from the ML Fund;
- 6.2.2.2 thereafter from Indemnity Cover to the extent of that cover;
- 6.2.3 to the extent that the Claim exceeds the amount of the Pooled Cover and the Indemnity Cover:
- 6.2.3.1 to the amount of the Pooled Cover, from the ML Fund;
- 6.2.3.2 to the amount of the Indemnity Cover, to the extent of that cover; and
- 6.2.3.3 the balance by the Member against which the Claim was made.
- 6.3 The Members must contribute to the ML Fund in the proportions determined annually by LGA.
- 6.4 LGA shall administer the ML Fund with the intent that upon the settlement of all Claims made in any financial year:
- 6.4.1 any surplus remaining in the ML Fund attributable to that year shall be allocated at the absolute direction of LGA toward liabilities of the ML Fund for any other year whether future or past; and
- 6.4.2 any deficiency in the ML Fund in that year may be met by additional contributions levied by LGA against each Member for that year in the proportion in which contributions were made to the ML Fund for that year.
- 7. Admission of Claim to Indemnity**
- LGA shall consider any Claim for which a Member seeks indemnity from the ML Fund and may in its sole and absolute discretion and either in whole or in part and upon such terms and conditions as LGA may consider appropriate determine whether it will grant indemnity for the Member from the ML Fund in respect of any such Claim.
- 8. Powers, Duties and Functions of LGA**
- 8.1 LGA will administer and manage the Mutual Scheme in the pursuit of the ML Objectives.
- 8.2 LGA shall be empowered for and on behalf of the Members to do all the following things namely:
- 8.2.1 levy Members for contributions in accordance with Rule 11, including differential contributions in respect of each Member to the ML Fund having regard to any matter which it considers relevant;
- 8.2.2 invest all contributions received from Members and other monies received comprising the ML Fund which are not immediately required to meet the liabilities of the Mutual Scheme;
- 8.2.3 expend the contributions of, and income earned by, the ML Fund in respect of each financial year in and towards:
- 8.2.3.1 the general administration of the Mutual Scheme;
- 8.2.3.2 assistance to Members by way of any advice in respect of their potential and actual Claims;
- 8.2.3.3 assistance to Members in the administration, investigation and resolution of Claims;
- 8.2.3.4 legal representation for Members in respect of any Claims;
- 8.2.3.5 financial assistance by way of discretionary grants in respect of any Claims;
- 8.2.3.6 any remuneration of LGA referred to in Rule 12.1; and
- 8.2.3.7 any expenses of LGA or a Delegate referred to in Rule 12.2.
- 8.3 LGA may make such additional rules to be observed by a Member or the Members as it may deem fit with respect to the terms and conditions upon which a Member or Members will be eligible for assistance from the Mutual Scheme, provided that no such rule shall be made in terms inconsistent with these Rules and further provided that no such rule shall operate and take effect in respect of any Member until a copy thereof shall have been served upon such Member or Members.
- 8.4 LGA will enter into all such agreements for and on behalf of Members as are necessary for or incidental to the proper administration of the Mutual Scheme in the pursuit of the ML Objectives.
- 8.5 LGA will carry out investigations of such relevant matters and make submissions to such relevant bodies as LGA may deem to be necessary for or incidental to, the proper administration of the Mutual Scheme in the pursuit of the ML Objectives.
- 8.6 The duties of LGA shall include:
- 8.6.1 to achieve and implement the ML Objectives;
- 8.6.2 to ensure from a financial perspective that the Mutual Scheme is viable;
- 8.6.3 to keep records of all activities for and on behalf of the Mutual Scheme;
- 8.6.4 to review the performance and function of the Mutual Scheme;
- 8.6.5 to be responsible for the financial management of the Mutual Scheme to the extent that it shall:
- 8.6.5.1 annually determine the total amount of contributions to be levied against all Members in respect of the ML Fund;
- 8.6.5.2 from time to time undertake an assessment of the Members or any of them and their activities to assist in the determination, in conjunction with actuarial advice, of the proportion in which the Members are to contribute to the ML Fund in any year and may upon the conclusion of any such investigation direct the Members or any of them as to the procedures to be adopted by them to prevent losses or to minimise Claims;
- 8.6.5.3 annually prepare the operating budget and the financial statements of the Mutual Scheme and report to the Members on any items arising from those statements;

- 8.6.5.4 annually determine the extent of Claims to be indemnified from the ML Fund;
- 8.6.5.5 annually determine the amount of Pooled Cover to be provided for the Members from the ML Fund;
- 8.6.5.6 annually determine the amount and nature of Indemnity Cover to be purchased for the Members from the ML Fund for any term and to determine the indemnity insurer for this purpose; and
- 8.6.5.7 be responsible for the assessment of the Members to determine, in conjunction with actuarial advice, the proportion in which they are to contribute to the ML Fund in each year from the total contributions determined in accordance with Rule 8.6.5.1;
- 8.6.5.8 to manage Claims made against each Member including:
- 8.6.5.9 the investigation and assessment of those Claims;
- 8.6.5.10 the provisions of loss prevention and risk minimisation guidelines; and
- 8.6.5.11 the keeping of the accounts of the ML Fund for each year.
- 8.7 The annual operating budget and financial statements referred to in Rule 8.6.5.3 shall deal separately with the following items:
- 8.7.1 the projected income of the ML Fund by way of contributions, interest or other sources;
- 8.7.2 the liabilities of the ML Fund for estimated Claims and Claims adjustment costs;
- 8.7.3 the amounts to be allowed to provide for the cost of arranging Indemnity Cover;
- 8.7.4 general and administrative costs to be charged against the ML Fund; and
- 8.7.5 any grants in accordance with Rules 6.1.5 and 10.7.
- 8.8 LGA may at its discretion alter the amounts to be expended in respect of the items listed in the budget for each year where necessary to meet the purposes of the Mutual Scheme.
- 8.9 Where it becomes apparent to LGA that for any year the ML Fund will be insufficient to meet Claims payable from the ML Fund, LGA may at any time require the payment by the Members of an additional contribution in the same proportions as the contribution paid by each of the Members to the ML Fund for that year in order to ensure that all Claims upon the ML Fund for that year are able to be met.
- 8.10 LGA shall report annually to the Members on all aspects of the operation of the Mutual Scheme for the preceding year, including details in relation to:
- 8.10.1 outstanding Claims (including an assessment as to the liability of outstanding Claims and the ability of the ML Fund to meet the assessment of liability);
- 8.10.2 further contributions required, if any;
- 8.10.3 the investment of the moneys of the ML Fund not immediately required;
- 8.10.4 the allocation of surplus moneys in the ML Fund, if any;
- 8.10.5 any remuneration received by LGA pursuant to Rule 12.1; and
- 8.10.6 any expenses of LGA (or its Delegate) referred to in Rule 12.2.
- 8.11 LGA shall be available at all times to any of the Members to answer any questions on the conduct of the activities of the Mutual Scheme.
- 8.12 LGA may establish such committees as it considers necessary to be constituted by such persons as LGA may determine to investigate and report to LGA on any matter relevant to the Mutual Scheme.
- 9. Claims and Indemnity**
- 9.1 **Pooled Cover**
In accordance with Rule 7, LGA shall consider granting indemnity with respect to any Claim from the ML Fund up to a level of Pooled Cover to be determined annually by LGA.
- 9.2 **Indemnity Cover**
LGA shall purchase Indemnity Cover in excess of Pooled Cover to an amount determined by LGA from year to year.
- 9.3 **Excess**
Each Member will be liable for the first amount of any Claim to be known as the "Excess" which shall be determined by LGA. The Excess may be a differential amount for each Member and for each Claim or a combination of both.
- 9.4 **Limit of Exposure**
Subject to admitting a Claim to indemnity under Rule 7, a Member's entitlement to indemnity from the ML Fund shall never exceed the Pooled Cover for each Claim. Entitlement to claim from Indemnity Cover shall be as contracted by LGA on behalf of all Members. The quantum of any Claim in excess of Indemnity Cover shall be the responsibility of the Member.
- 9.5 **Defaulting Member**
LGA may by written notice to a Member in default of these Rules exclude that Member from any or a defined entitlement to Pooled Cover or Indemnity Cover.
- 9.6 **Special Risks**
LGA may by written notice to a Member exclude the Member from any or a defined entitlement to Pooled Cover or Indemnity Cover with respect to a "special risk" of Claims as determined by LGA.
- 9.7 **Other Insurance**
A Member is not entitled to indemnity from the Pooled Cover for any loss, damage or liability which at the time of the happening of such loss, damage or liability or the Claim for such was otherwise indemnified or insured by or would, but for the existence of this Mutual Scheme be indemnified or insured by any other Policy or Policies of Insurance or otherwise except in respect of any liability beyond the amount which would have been payable under such other Policy or Policies had this Mutual Scheme not been effected. This Rule is to be construed to exclude Claims made with respect to professional indemnity claims and occurrences for all other claims, made or occurring prior to 30 June 1989.
- 9.8 **Failure to Notify and False Notification**
- 9.8.1 Where a Member fails to notify LGA as required by Rules 10.1 and 10.3, breaches Rule 10.2, submits a false Claim or provides false information contrary to Rule 10.4 or fails to comply with any requirement or notice issued pursuant to Rule 13, LGA may (in lieu of terminating the membership of the defaulting Member pursuant to Rule 18 and in addition to any other power under these Rules) levy an additional contribution to be paid by a defaulting Member or remove any benefit which may otherwise have accrued to the benefit of the Member under these Rules as a condition precedent for the Claim against the Member to be considered for indemnity from the ML Fund.
- 9.8.2 A decision by LGA to levy an additional contribution against a Member in default, or to remove any benefit in lieu of termination of membership or any other sanction, does not preclude LGA from exercising the power to terminate the membership of the defaulting Member if there is any repeat of the default or failure by the Member to adequately address the issue of concern identified by LGA (including the payment of the additional contribution) or any other relevant performance or risk management issue.

10. Claims Procedure**10.1 Notice**

A Member shall, as a condition precedent to a Claim to be indemnified under these Rules and, subject to the default provisions, as a condition of continued entitlement to the benefits of membership of the Mutual Scheme, forthwith give to LGA written notice of each of the following:

- 10.1.1 any circumstance or occurrence of which the Member shall become aware which is likely to give rise to a Claim against the Member;
- 10.1.2 any receipt of notice, written or oral, from any person of any intention to make a Claim against the Member; and
- 10.1.3 any Claim made against the Member whether the quantum of the Claim exceeds the Excess or not.

10.2 Not admit liability

A Member shall not admit liability for, compromise, settle or make or promise any payment in respect of, any Claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of LGA which if it so wishes shall be entitled to take over and conduct in the name of the Member the defence and/or settlement of any such claim for which purpose the Member shall give all such information and assistance as LGA may reasonably require.

10.3 Increase in Risk

A Member shall forthwith give to LGA full particulars in writing of any material increase in the risk of any Claim and shall pay such additional contribution and shall comply with such other terms and conditions, if any, as may be reasonably required by LGA in respect of such Claim.

10.4 Fraudulent Claims and False Information

If a Member shall make any Claim knowing the Claim to be false or fraudulent as regards amount or otherwise or shall provide any false information with respect to a Claim the entitlement shall become void and all benefits hereunder relating to that Claim shall be forfeited.

10.5 Continued Support

During the continuance of any Claim against a Member which is to be indemnified from the ML Fund the Member shall provide LGA with whatever information and support (including technical and professional support if requested) as is requested to enable the adequate investigation, defence and resolution of any such Claim.

10.6 Subrogation

Every Member seeking indemnity from the ML Fund shall by membership of the Mutual Scheme have agreed to subrogate to LGA its rights to investigate, defend and resolve any Claim against the Member.

10.7 Special Assistance

Any Member requiring special assistance by way of a grant or otherwise to manage any risk which may result in a Claim may make written application for such to LGA whereupon LGA shall deal with the matter and in doing so may request any information from the Member and may resolve to refuse the grant, or make the grant on such terms and conditions as it deems appropriate.

10.8 Confidentiality

All communications between a member and the Mutual Scheme, and any investigator, lawyer or other persons engaged by or assisting the ML Fund, in relation to the claim, shall be confidential, and shall not be disclosed to any person without the prior written consent of the Mutual Scheme.

11. Contributions

Contributions for each year shall be as determined by LGA having regard to any matter which it determines relevant.

Contributions so determined must be paid by each Member as requested by LGA.

Contributions once paid by a Member to the ML Fund shall not be recoverable in whole or in part by the Member for any reason, including in the event of the resignation or early termination of membership of the Mutual Scheme under Rule 18, or a decision by LGA not to indemnify a Claim or to impose a condition on the grant of an indemnity.

Contributions by each Member shall be applied by LGA at its discretion toward the accumulation of the ML Fund, the purchase for and on behalf of each Member (as one of a group of Members of the Mutual Scheme) of Indemnity Cover in respect of Claims of each Member in excess of the level of Pooled Cover and otherwise in furtherance of the ML Objectives.

Contributions for each Member shall be determined by LGA from year to year and may be differential in respect of each Member to the ML Fund. For the purpose of determining the appropriate contribution for each Member, the Member shall provide LGA such information as is required to determine:

- 11.4.1 the history of Claims against the Member;
- 11.4.2 operating and risk management procedures of the Member in all of its activities; and
- 11.4.3 any other matter requested by LGA.

Additional contributions for any year may be levied by LGA against any Member or Members or all of the Members at any time for any of the following reasons:

- 11.5.1 increasing Pooled Cover in any year;
- 11.5.2 purchasing additional Indemnity Cover in any year;
- 11.5.3 to cover special risks as determined by LGA;
- 11.5.4 to cover an increase in risk of Claims of a Member;
- 11.5.5 to compensate the ML Fund for the actions of a defaulting Member;
- 11.5.6 to compensate the ML Fund for conditional risk, non-compliance with a request resulting in a loss to the ML Fund, or the failure by a Member to abide by a reasonable direction of LGA;
- 11.5.7 for any of the reasons contemplated by Rule 9.8.1; and
- 11.5.8 any other reason determined by LGA to be a relevant reason.

LGA may, having regard to the advice of an actuary, operate a "bonus/penalty" scheme and the Members shall be bound to accept such a decision by LGA.

12. LGA's Remuneration, Costs and Expenses

The LGA is entitled to reserve for itself from the contributions an amount in consideration of the conduct and management of the Mutual Scheme (**LGA's Remuneration**). LGA's Remuneration will be determined on an annual basis by LGA and reported to Members annually as contemplated by Rule 8.10.5.

LGA or its Delegate (as the case requires) shall be entitled to be reimbursed from the ML Fund for any operating expenses incurred by it in respect of the conduct and management of the Mutual Scheme.

13. Member's Obligations

The primary obligation of a Member is to comply strictly with the technical requirements, and the spirit and intent of these Rules so as to ensure the integrity and viability of the Mutual Scheme which has been established as a discretionary mutual indemnity scheme for the benefit of all Members.

- 13.2 In the spirit of mutual obligation every Member must not only comply with the technical requirements of these Rules and the direction of LGA but must also respect the spirit and intent of the Mutual Scheme by ensuring that timely and comprehensive notification is given to LGA of any incident, circumstance or matter which may give rise to a Claim, and by ensuring that adequate risk management and prevention strategies are put in place so as to absolutely minimise the risk of such a Claim.
- 13.3 It is also the obligation of every Member to notify LGA in advance of any activity to be undertaken by a Member or by any other person on a Member's premises or under a Member's control or influence which has by its nature a risk profile which is different to the risk profile of the usual and known activities of the Member, that is, usual activities of the Member actually known about by LGA.
- 13.4 LGA may at any time undertake a risk management audit of a Member's activities, including those activities over which a Member has control or influence, and every Member is obliged to fully and honestly assist LGA to conduct such an audit by providing LGA with all information as requested by LGA and by giving LGA access to all property, premises, records and any other material requested by LGA for the purposes of the audit.
- 13.5 A Member must modify or cease activities which LGA determines to be an unacceptable risk and about which LGA has issued a notice to the Member.
- 13.6 A Member must comply with any notice given by LGA under these Rules.
- 14. Financial Provisions**
- 14.1 LGA shall in the name of the Mutual Scheme open an account for the ML Fund and any other fund established by LGA with a Bank of its choice.
- 14.2 LGA may authorise a person to operate the bank accounts.
- 14.3 All moneys received in respect of the ML Fund shall be immediately deposited to the credit of the bank account for the ML Fund:
- 14.3.1 with the Local Government Finance Authority of South Australia;
- 14.3.2 subject (to the extent practicable in the circumstances) to consulting with the Treasurer, in any security or investment authorised by the Trustee Act; or
- 14.3.3 in any security or investment authorised by the LG Act or prescribed for the purposes of that Act.
- 14.4 LGA may borrow moneys for the purposes of meeting the ML Objectives and for that purpose may secure the repayment of such loans by granting security over the assets of the Mutual Scheme or the ML Fund.
- 14.5 LGA shall keep or cause to be kept all such accounting records for the Mutual Scheme as fully and correctly explain the transactions and financial position of the Mutual Scheme.
- 14.6 The accounting records shall be prepared and maintained in such a manner as will enable:
- 14.6.1 true and fair accounts of the Mutual Scheme to be prepared from time to time; and
- 14.6.2 the accounts of the Mutual Scheme to be conveniently and properly audited annually.
- 15. Auditor**
- 15.1 LGA shall appoint an auditor to audit the books of account kept in respect of the Mutual Scheme.
- 15.2 The Members (and the authorised representatives of each of the Members) and the Auditor shall be entitled at all times to have access to the accounting and all other records of the Mutual Scheme.
- 15.3 The Auditor:
- 15.3.1 shall audit the Mutual Scheme's accounting records;
- 15.3.2 shall examine and report on the adequacy of the Mutual Scheme's internal controls, including whether the internal controls provide a reasonable assurance that the relevant financial transactions have been recorded accurately and reliably; and
- 15.3.3 may, at the request of LGA, examine and report on the efficiency and economy with which the resources of the Mutual Scheme are managed or used,
- annually during the currency of the Mutual Scheme or more frequently as LGA may direct.
- 15.4 The Auditor shall cause a written report to be sent to LGA on the completion of each annual audit in respect of the accounting records of the Mutual Scheme and other records relating to the accounts prepared therefrom.
- 15.5 The Auditor's report shall state whether in the Auditor's opinion the accounting records aforesaid have been kept in accordance with generally accepted accounting principles and if the Auditor considers that the records have not been so kept the Auditor shall specify the reason for not being satisfied with them.
- 16. Actuary**
- 16.1 LGA shall appoint an actuary to advise LGA on all aspects of the Mutual Scheme.
- 16.2 LGA will procure actuarial advice as and when required and at least annually for the purpose of preparing the annual budget.
- 16.3 The annual actuarial report will be provided to LGA.
- 17. Accumulation**
- LGA is permitted to accumulate and to retain for purposes consistent with these Rules any money or contributions from Members in any one or more financial year for any purpose consistent with the ML Objectives.
- 18. Cessation of Membership**
- 18.1 Subject to Rule 18.2, each Member's membership of the Mutual Scheme will automatically renew at the commencement of each financial year.
- 18.2 A Member may resign as a Member at any time by notice in writing to LGA. Any resignation under this Rule 18.2 will take effect from the date that is ninety (90) days from the date on which the notice of resignation is received by the LGA or such later date as is specified in the notice.
- 18.3 The LGA Board may by Ordinary Resolution terminate a Member's membership of the Mutual Scheme in the event that the Member:
- 18.3.1 fails to comply with any notice issued under these Rules or the reasonable direction of LGA as to the conduct of its operations so as to minimise Claims;
- 18.3.2 fails to allow and/or accommodate a risk management audit to be undertaken by LGA or its nominee;
- 18.3.3 fails to pay any contributions, additional contributions, costs or expenses within the time prescribed by LGA;
- 18.3.4 commences or continues to undertake an activity which in the opinion of LGA is an activity which should not be undertaken or continued by the Member because it creates an unreasonable risk for the Member and the Mutual Scheme;
- 18.3.5 fails to notify LGA of any incident which may give rise to a Claim;
- 18.3.6 commits any other breach of these Rules; or
- 18.3.7 has, in the reasonable opinion of the LGA Board, brought the Mutual Scheme into disrepute.

- 18.4 Any termination pursuant to Rule 18.3 is effective forthwith upon the decision being made by the LGA Board or on such other later date as is determined by the LGA Board whereupon the Member is thereafter from the effective date of the decision of the LGA Board not entitled to any benefits of membership under the Mutual Scheme.
- 18.5 The resignation or termination of a Member's membership of the Mutual Scheme in accordance with Rule 18.2 or Rule 18.3 shall not vary or waive the obligations of the continuing Members. For the avoidance of doubt, any Member who resigns as a Member in accordance with Rule 18.2 or has its membership terminated in accordance with Rule 18.3:
- 18.5.1 remains liable to pay any unpaid contribution in accordance with these Rules for the financial year in which the resignation or termination takes effect; and
- 18.5.2 is not entitled to a refund of any contribution previously paid in respect of the Mutual Scheme.
- 18.6 The resignation or termination of a Member's membership of the Mutual Scheme in accordance with Rule 18.2 or Rule 18.3 (as the case may be) shall not otherwise affect any entitlement to indemnity for any Claim already admitted to indemnity by virtue of Rule 7 nor vary or waive the obligations of the Member to comply with the provisions of the Rules in respect of any year during which the Member was a Member of the Mutual Scheme.
- 18.7 If a Member is in default in payment of any contribution, additional contribution, costs or expenses, or in any other way so that the ML Fund suffers or is likely to suffer any financial loss or incur additional expense, LGA may, as an alternative to termination under Rule 18.3, require the defaulting Member to pay to the ML Fund an amount to be determined by LGA to reimburse the ML Fund for the loss or additional expense. A certificate issued by LGA specifying the amount so payable by the defaulting Member shall be final and binding upon the Member. The amount in the Certificate may be recovered against the member by LGA as a debt payable by the defaulting Member.
- 18.8 If a Member fails to comply with a notice or direction as contemplated by Rule 18.3.1 LGA may (in its absolute discretion), as an alternative to termination:
- 18.8.1 require the Member pay an additional contribution to the ML Fund cover the additional risk of Claims or as compensation for the default;
- 18.8.2 exclude the additional risk of Claims from the Pooled Cover and the Indemnity Cover; or
- 18.8.3 otherwise limit the exposure of the ML Fund and the reinsurer to such Claims.
- 18.9 Subject to compliance with the termination procedures a defaulting Member may have its entitlements to Pooled Cover and Indemnity Cover limited by LGA under this Rule.
- 18.10 A decision by the LGA Board to terminate membership of any Member is final and binding on all Members, including the terminated Member.
- 18.11 In any situation where membership is terminated or limited LGA shall forthwith provide formal notification of the fact to the Minister responsible for Local Government and to the Treasurer.
- 19. Determination of Disputes**
- 19.1 If any dispute or difference (other than a decision of the LGA Board under Rule 18.3 to terminate a membership) shall arise between any Member and LGA out of or in connection with the operations of the Mutual Scheme then either the Member or LGA ("Notifier") may give written notice of dispute which adequately identifies and provides details of the dispute to the other person ("Recipient"). Notwithstanding the existence of a dispute the Notifier and the Recipient shall continue to perform their respective obligations under the Rules.
- 19.2 Within fourteen (14) days after receiving a notice of dispute, the Notifier and Recipient shall confer at least once and in good faith to resolve the dispute or to agree on methods of doing so. All aspects of every such conference, except the fact of the occurrence of the conference, shall be privileged. If either of the Notifier or the Recipient has not made a reasonable or meaningful attempt at a resolution within 28 days of service of the notice of dispute, that dispute shall be referred to arbitration.
- 19.3 If, within a further fourteen (14) days of the dispute being referred to arbitration under Rule 19.2, the Notifier and the Recipient have not agreed upon an arbitrator, the dispute shall be referred to a Solicitor or Barrister of the Supreme Court of South Australia appointed for this purpose by the President for the time being of the Law Society of South Australia and all proceedings shall be subject to the provisions of the Commercial Arbitration Act 1986.
- 19.4 Except where the Notifier and the Recipient otherwise agree in advance in writing, the Notifier and the Recipient shall each bear its own costs and pay one half of the fees and expenses of the arbitration.
- 19.5 The decision of the Arbitrator shall be final and binding upon the Notifier and the Recipient.
- 20. Amendment to Rules**
- 20.1 These Rules may be amended at any time by Special Resolution of the LGA Board.
- 20.2 Amendments to these Rules shall operate prospectively and not retrospectively and will be binding on all Members from the date on which the amended Rules are published in the South Australian Government Gazette.
- 20.3 Notice of any amendment shall be given forthwith to all Members and to the Minister responsible for Local Government and to the Treasurer as long as the reinsurance from the State Government exists.
- 21. Term of Mutual Scheme and Termination**
- 21.1 The Mutual Scheme will continue until it is terminated by an Act of the Parliament of the State of South Australia.
- 21.2 Upon termination of the Mutual Scheme, unless the Parliament of the State of South Australia determines otherwise, the ML Fund remaining after satisfying all liabilities will be paid by LGA for the benefit of the Members at that time in such manner as is determined by LGA in its absolute discretion for the purpose of minimising the risk of Claims arising in the future.

Dated: 12 December 2019

MATT PINNEGAR
Chief Executive Officer
Local Government Association

LOCAL GOVERNMENT ASSOCIATION OF SOUTH AUSTRALIA
LOCAL GOVERNMENT ASSOCIATION WORKERS COMPENSATION SCHEME

Scheme Rules

The Local Government Association of South Australia has resolved that the existing scheme rules for the LGA Workers Compensation Scheme be repealed and replaced with the amended scheme rules for these schemes as provided below.

- 1. Operation of Rules**
These Rules operate from 12:00am on 2 July 2020.
- 2. Definitions**
In these Rules, the following words have the following meanings given to them:
 - 2.1 "Claim" means any claim made upon a Member by an employee in respect of a compensable disability under the RTW Act, or a claim by another entity seeking recovery from a Member in respect of a compensable disability by any person.
 - 2.2 "Delegate" has the meaning given to that term in Rule 3.1.
 - 2.3 "Eligible Body" means:
 - 2.3.1 LGA;
 - 2.3.2 LGASA Mutual Pty Ltd (ACN 625 310 045);
 - 2.3.3 LGCS Pty. Ltd. (ABN 21 094 805 964);
 - 2.3.4 The Local Government Finance Authority of South Australia;
 - 2.3.5 All Councils (including their subsidiaries) constituted pursuant to the provisions of the LG Act;
 - 2.3.6 Any other body so prescribed by the provisions of the LG Act that is admitted to the membership of the Workers' Scheme; or
 - 2.3.7 Any other entity admitted to the membership of the Workers' Scheme by LGA in accordance with Rule 5.2.
 - 2.4 "Fund" means the fund established in accordance with Rule 6 and maintained in accordance with these Rules.
 - 2.5 "Indemnity Cover" means insurance or reinsurance cover purchased or procured by LGA for and on behalf of Members to satisfy and manage the Claims admitted to indemnity in the amount determined from time to time by LGA.
 - 2.6 "LG Act" means the Local Government Act 1999 (SA), and any Act of Parliament in addition to or in substitution for that Act.
 - 2.7 "LGA" means Local Government Association of South Australia (ABN 83 058 386 353) which for the purposes of the Workers' Scheme is treated as the employer of all workers employed by the Members pursuant to Section 129(12) of the RTW Act.
 - 2.8 "LGA Board" means the board of directors of LGA.
 - 2.9 "LGA Member" means any Council (including its subsidiaries) constituted pursuant to the LG Act that is admitted as a member of the LGA in accordance with clause 8 of the Constitution of the LGA from time to time.
 - 2.10 "Member" means an Eligible Body admitted to membership of the Workers' Scheme in accordance with Rule 5:
 - 2.11 "Notifier" has the meaning given to that term in Rule 19.1.
 - 2.12 "Objectives" means the objectives of the Workers' Scheme contained in Rule 4.
 - 2.13 "Ordinary Resolution" means a resolution passed by at least the majority of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.
 - 2.14 "Recipient" has the meaning given to that term in Rule 19.1.
 - 2.15 "RTW Act" means the Return to Work Act 2014 (SA), and any Act of Parliament in addition to or in substitution for that Act.
 - 2.16 "Special Resolution" means a resolution passed by at least 75% of the votes cast by all persons present and entitled to vote at the meeting at which the resolution is put.
 - 2.17 "Workers' Scheme" means The Local Government Association Workers' Compensation Scheme first established in 1994 and conducted pursuant to the LG Act and in accordance with these Rules.
- 3. Delegation**
 - 3.1 Subject to Rule 3.2, LGA may (but is not obliged to) delegate any power, function or duty under these Rules (including the power to sub-delegate) to an entity controlled by LGA which is responsible for the management of the Workers' Scheme ("Delegate") subject to such limitations and conditions as may be determined by LGA.
 - 3.2 LGA is not permitted to delegate any power, function or duty under Rules 5.2, 8.3, 9.6.1, 14.4, 15.1, 18.3, 18.7, 18.8, 19 and 20.1.
 - 3.3 LGA may revoke or amend a delegated power, function or duty at any time. LGA may at any time exercise, in its own right, any of the powers or functions delegated by it and any such exercise will not, without more, amount to the revocation of any delegation in favour of a Delegate.
 - 3.4 Subject only to any limitations or conditions in the delegation, the Delegate, in exercising delegated power, will be empowered under these Rules as if it were LGA.
- 4. Objectives of the Workers' Scheme**
 - 4.1 The Objectives are to provide to Members assistance in respect of their potential and actual liabilities for any Claim for the rehabilitation of and/or payment of compensation to an employee or any other person so entitled for compensable disabilities under the RTW Act and including, but without limiting the generality of the foregoing, to provide:
 - 4.1.1 advice in respect of minimising the risk of occurrence and severity of all compensable disabilities;
 - 4.1.2 assistance in the administration, investigation and resolution of any Claim;
 - 4.1.3 assistance in the rehabilitation of employees suffering from compensable disabilities; and
 - 4.1.4 legal representation in respect of any Claim.
 - 4.2 financial assistance by way of discretionary grants in respect of Member liabilities for the rehabilitation and compensation of all employees suffering from compensable disabilities.
- 5. Admission to Membership**
 - 5.1 The Eligible Bodies listed in Rules 2.3.1 to 2.3.6 inclusive are automatically entitled to membership of the Workers' Scheme.
 - 5.2 The LGA Board may from time to time by Ordinary Resolution, and subject to the terms of these Rules, admit to membership of the Workers' Scheme for a financial year any other entity which makes an application to LGA and upon their admission, such entity will be an Eligible Body for the purposes of Rule 2.3.7.
 - 5.3 In exercising discretion to admit an entity to membership of the Workers' Scheme pursuant to Rule 5.2, the LGA Board may take into account any matter which it considers relevant.
 - 5.4 Notwithstanding the admission of a Member to membership of the Workers' Scheme pursuant to Rule 5.1 or Rule 5.2, a Member shall only be entitled to the benefits of the Workers' Scheme if, at the relevant time, that Member has paid in full any contribution payable by it under Rule 11 or otherwise as required in accordance with these Rules.

- 5.5 Payment of a contribution by a Member shall be evidence of the Member's agreement to be bound by these Rules.
- 6. Fund**
- 6.1 LGA shall establish and maintain the Fund to meet the Objectives and for that purpose, subject to Rule 5.4, may apply the Fund to meet:
- 6.1.1 such Claims as may be made against any one or more of the Members during that year;
 - 6.1.2 such Claims as may have been made against any one or more of the Members during any previous year and which at the commencement of these Rules and any new financial year have not been settled;
 - 6.1.3 the premium payable to an appropriate indemnity insurer to provide Indemnity Cover for the Members during that year;
 - 6.1.4 the operating expenses of the Workers' Scheme for that year, including:
 - 6.1.4.1 the remuneration of LGA referred to in Rule 12.1; and
 - 6.1.4.2 any expenses of LGA or a Delegate referred to in Rule 12.2; and
 - 6.1.5 any grants or allocations to Members, or any other person or body for or on behalf of any Member, which LGA in its discretion may make.
- 6.2 The Members must contribute to the Fund in the proportions and the amounts determined annually by LGA.
- 6.3 LGA shall administer the Fund with the intent that upon the settlement of all Claims made in any financial year:
- 6.3.1 any surplus remaining in the Fund attributable to that year shall be allocated at the absolute direction of LGA toward liabilities of the Fund for any other year whether future or past; and
 - 6.3.2 any deficiency in the Fund in that year may be met by additional contributions levied by LGA against each Member for that year in the proportion in which contributions were made to the Fund by each Member for that year.
- 7. Admission of Claim to Indemnity**
- LGA shall consider any Claim for which a Member seeks indemnity from the Fund and may in its sole and absolute discretion and either in whole or in part and upon such terms and conditions as LGA may consider appropriate determine whether it will grant indemnity and assistance for the Member from the Fund in respect of any such Claim.
- 8. Powers, Duties and Functions of LGA**
- 8.1 LGA will administer and manage the Workers' Scheme in the pursuit of the Objectives.
- 8.2 LGA shall be empowered for and on behalf of the Members to do all the following things namely:
- 8.2.1 levy Members for contributions in accordance with Rule 11, including differential contributions in respect of each Member to the Fund having regard to any matter which it considers relevant;
 - 8.2.2 invest all contributions received from Members and other monies received comprising the Fund which are not immediately required to meet the liabilities of the Workers' Scheme;
 - 8.2.3 expend the contributions of, and income earned by, the Fund in respect of each financial year in and towards:
 - 8.2.3.1 the general administration of the Workers' Scheme;
 - 8.2.3.2 assistance to Members by way of any advice in respect of their potential and actual liabilities in respect of compensable disabilities;
 - 8.2.3.3 assistance to Members in respect of the rehabilitation of employees suffering from compensable disabilities;
 - 8.2.3.4 assistance to Members in the administration, investigation and resolution of Claims;
 - 8.2.3.5 legal representation for Members in respect of any Claims;
 - 8.2.3.6 financial assistance by way of discretionary grants to Members in respect of their liabilities to rehabilitate and compensate employees suffering from compensable disabilities;
 - 8.2.3.7 any remuneration of LGA referred to in Rule 12.1; and
 - 8.2.3.8 any expenses of LGA or a Delegate referred to in Rule 12.2.
- 8.3 LGA may make such additional rules to be observed by a Member or the Members as it may deem fit with respect to the terms and conditions upon which a Member or Members will be eligible for assistance from the Workers' Scheme provided that no such rule shall be made in terms inconsistent with these Rules and further provided that no such rule shall operate and take effect in respect of any Member until a copy thereof shall have been served upon such Member or Members.
- 8.4 LGA will enter into all such agreements for and on behalf of Members as are necessary for or incidental to the proper administration of the Workers' Scheme in the pursuit of the Objectives.
- 8.5 LGA will carry out investigations of such relevant matters and make submissions to such relevant bodies as LGA may deem to be necessary for or incidental to, the proper administration of the Workers' Scheme in the pursuit of the Objectives.
- 8.6 The duties of LGA shall include:
- 8.6.1 to achieve and implement the Objectives;
 - 8.6.2 to ensure from a financial perspective that the Workers' Scheme is viable;
 - 8.6.3 to keep records of all activities for and on behalf of the Workers' Scheme;
 - 8.6.4 to review the performance and function of the Workers' Scheme;
 - 8.6.5 to be responsible for the financial management of the Workers' Scheme to the extent that it shall:
 - 8.6.5.1 annually determine the total amount of contributions to be levied against all Members in respect of the Fund;
 - 8.6.5.2 from time to time undertake an assessment of Members or any of them and their activities to assist in the determination, in conjunction with actuarial advice, of the proportion in which the Members are to contribute to the Fund in any year and may upon the conclusion of any such investigation direct the Members as to the procedures to be adopted by them to prevent losses or to minimise Claims;
 - 8.6.5.3 annually prepare the operating budget and the financial statements of the Workers' Scheme and report to the Members on any items arising from those statements;
 - 8.6.5.4 annually determine the extent of Claims to be indemnified from the Fund;
 - 8.6.5.5 annually determine the amount and nature of Indemnity Cover to be purchased for the Members from the Fund for any term and to determine the indemnity insurer for this purpose; and
 - 8.6.5.6 be responsible for the assessment of the Members to determine, in conjunction with actuarial advice, the proportion in which they are to contribute to the Fund in each year from the total contributions determined in accordance with Rule 8.6.5.1;
 - 8.6.6 to manage Claims made against each Member including:
 - 8.6.6.1 the investigation and assessment of those Claims;
 - 8.6.6.2 the provisions of loss prevention and risk minimisation guidelines;
 - 8.6.6.3 the keeping of the accounts of the Fund for each year; and

- 8.6.7 the conduct of any investigation or audit of the activities of a Member so as to identify and assess risk, to give notice to a Member to take action to minimise risk and to report to the Board the outcome of such investigation or audit including detail of any notice given to a Member and the Member's response to such notice.
- 8.7 The annual operating budget and financial statements referred to in Rule 8.6.5.3 shall deal separately with the following items:
- 8.7.1 the projected income of the Fund by way of contributions interest or other sources;
- 8.7.2 the liabilities of the Fund for estimated Claims and Claims adjustment costs;
- 8.7.3 the amounts to be allowed to provide for the cost of arranging Indemnity Cover;
- 8.7.4 general and administrative costs to be charged against the Fund; and
- 8.7.5 any grants in accordance with Rules 6.1.5 and 10.7.
- 8.8 LGA may at its discretion alter the amounts to be expended in respect of the items listed in the budget for each year where necessary to meet the purposes of the Workers' Scheme.
- 8.9 Where it becomes apparent to LGA that for any year the Fund will be insufficient to meet Claims payable from the Fund, LGA may at any time require the payment by the Members for that year of an additional contribution in the same proportions as the contribution paid by each of the Members to the Fund for that year in order to ensure that all Claims upon the Fund for that year are able to be met.
- 8.10 LGA shall report annually to the Members on all aspects of the operation of the Workers' Scheme for the preceding year, including details in relation to:
- 8.10.1 outstanding Claims (including an assessment as to the liability of outstanding Claims and the ability of the Fund to meet the assessment of liability);
- 8.10.2 further contributions required, if any;
- 8.10.3 the investment of the moneys of the Fund not immediately required;
- 8.10.4 the allocation of surplus moneys in the Fund, if any;
- 8.10.5 any remuneration received by LGA pursuant to Rule 12.1; and
- 8.10.6 any expenses of LGA (or its Delegate) referred to in Rule 12.2.
- 8.11 LGA shall be available at all times to the Members to answer any questions on the conduct of the activities of the Workers' Scheme.
- 8.12 LGA may establish such committees as it considers necessary to be constituted by such persons as LGA may determine to investigate and report to LGA on any matter relevant to the Workers' Scheme.
- 9. Claims and Indemnity**
- 9.1 Indemnity Cover
LGA shall purchase Indemnity Cover to an amount determined by LGA from year to year.
- 9.2 Excess
Each Member will be liable for the first amount of any Claim to be known as the "Excess" which shall be determined by LGA. The Excess may be a differential amount for each Member and for each Claim or a combination of both.
- 9.3 Defaulting Member
LGA may by written notice to a Member in default of these Rules exclude that Member from any or a defined entitlement to indemnity from the Fund for a particular year or years.
- 9.4 Special Risks
LGA may by written notice to a Member exclude a Member from any or a defined entitlement to indemnity from the Fund for a Claim in respect of a "special risk" as determined by LGA.
- 9.5 Other Insurance
A Member is not entitled to indemnity from the Fund for any Claim for which, at the time of the happening of the event giving rise to the Claim, the Member was otherwise indemnified or insured by or would, but for the existence of this Workers' Scheme be indemnified or insured by any other Policy or Policies of Insurance or otherwise, except in respect of any liability beyond the amount which would have been payable under such other Policy or Policies had this Workers' Scheme not been in existence.
- 9.6 Failure to Notify and False Notification
- 9.6.1 Where a Member fails to notify LGA as required by Rules 10.1 and 10.3, breaches Rule 10.2, submits a false Claim or provides false information contrary to Rule 10.4 or fails to comply with any requirement or notice issued pursuant to Rule 13, LGA may (in lieu of terminating the membership of the defaulting Member pursuant to Rule 18 and in addition to any other power under these Rules) levy an additional contribution to be paid by a defaulting Member or remove any benefit which may otherwise have accrued to the benefit of the Member under these Rules as a condition precedent for the Claim against the Member to be considered for indemnity from the Fund.
- 9.6.2 A decision by LGA to levy an additional contribution against a Member in default, or to remove any benefit in lieu of termination of membership or any other sanction, does not preclude LGA from exercising the power to terminate the membership of the defaulting Member if there is any repeat of the default or failure by the Member to adequately address the issue of concern identified by LGA (including the payment of the additional contribution) or any other relevant performance or risk management issue.
- 10. Claims Procedure**
- 10.1 Notice
A Member shall, as a condition precedent to a Claim to be indemnified under these Rules and, subject to the default provisions, as a condition of continued entitlement to the benefits of membership of the Workers' Scheme, forthwith give to LGA written notice of each of the following:
- 10.1.1 any circumstance or occurrence of which the Member shall become aware or should reasonably be aware which is likely to give rise to a Claim;
- 10.1.2 receipt of any notice, written or oral, from any person of any intention to make a Claim; and
- 10.1.3 every Claim whether the quantum of the Claim exceeds the Excess or not.
- 10.2 Not admit liability
A Member shall not admit liability for, compromise, settle or make or promise any payment in respect of, any Claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of LGA which if it so wishes shall be entitled to take over and conduct in the name of the Member the defence and/or settlement of any such Claim for which purpose the Member shall give all such information and assistance as LGA may reasonably require.
- 10.3 Increase in Risk
A Member shall forthwith give to LGA full particulars in writing of any material increase in the risk of any Claim and shall pay such additional contribution and shall comply with such other terms and conditions, if any, as may be required by LGA in respect of such Claim.

- 10.4 **Fraudulent Claim and False Information**
If a Member shall submit a Claim for indemnity from the Fund knowing the Claim to be false or fraudulent as regards amount or otherwise or shall provide any false information with respect to a Claim the entitlement to indemnity from the Fund shall become void and all benefits hereunder relating to that Claim shall be forfeited.
- 10.5 **Continued support**
During the continuance of any Claim which is to be indemnified from the Fund the Member shall provide LGA with whatever information and support (including technical and professional support if requested) as is requested to enable the adequate investigation defence and resolution of any such Claim.
- 10.6 **Subrogation**
Every Member seeking indemnity from the Fund shall by membership of the Workers' Scheme have agreed to subrogate to LGA its rights to investigate, defend and resolve any Claim.
- 10.7 **Special Assistance**
Any Member requiring special assistance by way of a grant or otherwise to manage any risk which may result in a Claim may make written application for such to LGA whereupon LGA shall deal with the matter and in doing so may request any information from the Member and may resolve to refuse the grant or make the grant on such terms and conditions as it deems appropriate.
- 11. Contributions**
- 11.1 Contributions for each year shall be as determined by LGA having regard to any matter which it determines relevant. Contributions so determined must be paid by each Member as requested by LGA.
- 11.2 Contributions once paid by a Member to the Fund shall not be recoverable in whole or in part by the Member for any reason, including in the event of the resignation or early termination of membership of the Workers' Scheme under Rule 18, or a decision by LGA not to indemnify a Claim or to impose a condition for indemnity.
- 11.3 Contributions by each Member shall be applied by LGA at its discretion toward the accumulation of the Fund, the purchase for and on behalf of each Member (as one of a group of Members of the Workers' Scheme) of Indemnity Cover in respect of Claims of each Member and otherwise in furtherance of the Objectives.
- 11.4 Contributions for each Member shall be determined by LGA from year to year and may be differential in respect of each Member to the Fund. For the purpose of determining the appropriate contribution for each Member, the Member shall provide LGA such information as is required to determine:
- 11.4.1 the history of Claims against the Member;
- 11.4.2 operating and risk management procedures of the Member in all of its activities; and
- 11.4.3 any other matter requested by LGA.
- 11.5 Additional contributions for any year may be levied by LGA against any Member or Members or all of the Members at any time for any of the following reasons:
- 11.5.1 purchasing additional Indemnity Cover in any year;
- 11.5.2 to cover special risks as determined by LGA;
- 11.5.3 to cover an increase in risk of Claims of a Member;
- 11.5.4 to compensate the Fund for the actions of a defaulting Member or Members;
- 11.5.5 to compensate the Fund for conditional risk, non-compliance with a request resulting in a loss to the Fund, or the failure by a Member to abide by a reasonable direction of LGA;
- 11.5.6 for any of the reasons contemplated by Rule 9.6.1; and
- 11.5.7 any other reason determined by LGA to be a relevant reason.
- 11.6 LGA may, having regard to the advice of an actuary, operate a "bonus/penalty" scheme and the Members shall be bound to accept such a decision by LGA.
- 12. LGA's Remuneration, Costs and Expenses**
- 12.1 The LGA is entitled to reserve for itself from the contributions an amount in consideration of the conduct and management of the Workers' Scheme (**LGA's Remuneration**). LGA's Remuneration will be determined on an annual basis by LGA and reported to Members annually as contemplated by Rule 8.10.5.
- 12.2 LGA or its Delegate (as the case requires) shall be entitled to be reimbursed from the Fund for any operating expenses incurred by it in respect of the conduct and management of the Workers' Scheme.
- 13. Member's Obligations**
- 13.1 The primary obligation of a Member is to comply strictly with the technical requirements, and the spirit and intent of these Rules so as to ensure the integrity and viability of the Workers' Scheme which has been established as a discretionary mutual indemnity scheme for the benefit of all Members.
- 13.2 In the spirit of mutual obligation every Member must not only comply with the technical requirements of these Rules and the direction of LGA but must also respect the spirit and intent of the Workers' Scheme by ensuring that timely and comprehensive notification is given to LGA of any incident, circumstance or matter which may give rise to a Claim or be a circumstance or matter which may be a risk capable of causing a compensable disability to any person, and by ensuring that adequate risk management and prevention strategies are put in place so as to absolutely minimise the risk of such a claim or compensable disability to any person.
- 13.3 It is also the obligation of every Member to notify LGA in advance of any activity to be undertaken by a Member or by any other person on a Member's premises or under a Member's control or influence which has by its nature a risk profile which is different to the risk profile of the usual and known activities of the Member, that is, usual activities of the Member actually known about by LGA.
- 13.4 LGA may at any time undertake a risk management audit of a Member's activities, including those activities over which a Member has control or influence, and every Member is obliged to fully and honestly assist LGA to conduct such an audit by providing LGA with all information as requested by LGA and by giving LGA access to all property, premises, records and any other material requested by LGA for the purposes of the audit.
- 13.5 A Member must modify or cease activities which LGA determines to be an unacceptable risk and about which LGA has issued a notice to the Member.
- 13.6 A Member must comply with any notice given by LGA under these Rules.
- 14. Financial Provisions**
- 14.1 LGA shall in the name of the Workers' Scheme open an account with a Bank of its choice.
- 14.2 LGA may authorise a person to operate the bank account.
- 14.3 All moneys received in respect of the Workers' Scheme shall be immediately deposited to the credit of the bank account:
- 14.3.1 with the Local Government Finance Authority of South Australia;
- 14.3.2 subject (to the extent practicable in the circumstances) to consulting with the Treasurer, in any security or investment authorised by the Trustee Act; or
- 14.3.3 in any security or investment authorised by the LG Act or prescribed for the purposes of that Act.

- 14.4 LGA may borrow moneys for the purposes of meeting the Objectives and for that purpose may secure the repayment of such loans by granting security over the assets of the Workers' Scheme or the Fund.
- 14.5 LGA shall keep or cause to be kept all such accounting records for the Workers' Scheme as fully and correctly explain the transactions and financial position of the Workers' Scheme.
- 14.6 The accounting records shall be prepared and maintained in such a manner as will enable:
- 14.6.1 true and fair accounts of the Workers' Scheme to be prepared from time to time; and
- 14.6.2 the accounts of the Workers' Scheme to be conveniently and properly audited annually.
- 15. Auditor**
- 15.1 LGA shall appoint an auditor to audit the book of account kept in respect of the Workers' Scheme and the Fund.
- 15.2 The Members (and the authorised representatives of each of the Members) and the Auditor shall be entitled at all times to have access to the accounting and all other records of the Workers' Scheme.
- 15.3 The Auditor:
- 15.3.1 shall audit the Workers' Scheme's accounting records;
- 15.3.2 shall examine and report on the adequacy of the Workers' Scheme's internal controls, including whether the internal controls provide a reasonable assurance that the relevant financial transactions have been recorded accurately and reliably; and
- 15.3.3 may, at the request of LGA, examine and report on the efficiency and economy with which the resources of the Workers' Scheme are managed or used,
- annually during the currency of the Workers' Scheme or more frequently as LGA may direct.
- 15.4 The Auditor shall cause a written report to be sent to LGA on the completion of each annual audit in respect of the accounting, records of the Workers' Scheme and other records relating to the accounts prepared therefrom.
- 15.5 The Auditor's report shall state whether in the Auditor's opinion the accounting records aforesaid have been kept in accordance with generally accepted accounting principles and if the Auditor considers that the records have not been so kept the Auditor shall specify the reason for not being satisfied with them.
- 16. Actuary**
- 16.1 LGA shall appoint an actuary to advise LGA on all aspects of the Workers' Scheme.
- 16.2 LGA will procure actuarial advice as and when required and at least annually for the purpose of preparing the annual budget.
- 16.3 The annual actuarial report will be provided to LGA.
- 17. Accumulation**
- LGA is permitted to accumulate and to retain for purposes consistent with these Rules any money or contributions from Members in any one or more financial year for any purpose consistent with the Objectives.
- 18. Cessation of Membership**
- 18.1 Subject to Rule 18.2, each Member's membership of the Workers' Scheme will automatically renew at the commencement of each financial year.
- 18.2 A Member may resign as a Member at any time by notice in writing to LGA. Any resignation under this Rule 18.2 will take effect from the date that is ninety (90) days from the date on which the notice of resignation is received by the LGA or such later date as is specified in the notice.
- 18.3 The LGA Board may by Ordinary Resolution terminate a Member's membership of the Workers' Scheme in the event that a Member:
- 18.3.1 fails to comply with any notice issued under these Rules or the reasonable direction of LGA as to the conduct of its operations so as to minimise Claims and the risk of exposure to Claims or compensable disability of any person;
- 18.3.2 fails to allow and/or accommodate a risk management audit to be undertaken by LGA or its nominee;
- 18.3.3 fails to pay any contributions, additional contributions, costs or expenses within the time prescribed by LGA;
- 18.3.4 commences or continues to undertake an activity which in the opinion of LGA is an activity which should not be undertaken or continued by the Member because it creates an unreasonable risk for the Member and the Workers' Scheme;
- 18.3.5 conducts its activities in such a way as to put at risk the self-insurance status of LGA and the Members under the RTW Act;
- 18.3.6 fails to notify LGA of any incident which may give rise to a Claim;
- 18.3.7 commits any other breach of these Rules; or
- 18.3.8 has, in the reasonable opinion of the LGA Board, brought the Workers' Scheme into disrepute.
- 18.4 Any termination pursuant to Rule 18.3 is effective forthwith upon the decision being made by the LGA Board or on such other later date as is determined by the LGA Board whereupon the Member is thereafter from the effective date of the decision of the LGA Board not entitled to any benefits of membership under the Workers' Scheme.
- 18.5 The resignation or termination of a Member's membership of the Workers' Scheme in accordance with Rule 18.2 or Rule 18.3 shall not vary or waive the obligations of the continuing Members. For the avoidance of doubt, any Member who resigns as a Member in accordance with Rule 18.2 or has its membership terminated in accordance with Rule 18.3:
- 18.5.1 remains liable to pay any unpaid contribution in accordance with these Rules for the financial year in which the resignation or termination takes effect; and
- 18.5.2 is not entitled to a refund of any contribution previously paid in respect of the Workers' Scheme.
- 18.6 The resignation or termination of a Member's membership of the Workers' Scheme in accordance with Rule 18.2 or Rule 18.3 (as the case may be) shall not otherwise affect any entitlement to indemnity for any Claim already admitted to indemnity by virtue of Rule 7 nor vary or waive the obligations of the Member to comply with the provisions of the Rules in respect of any year during which the Member was a member of the Workers' Scheme.
- 18.7 If a Member is in default in payment of any contribution, additional contribution, costs or expenses, or in any other way so that the Fund suffers or is likely to suffer any financial loss or incur additional expense, LGA may, as an alternative to termination under Rule 18.3, require the defaulting Member to pay to the Fund an amount to be determined by LGA to reimburse the Fund for the loss or additional expense. A certificate issued by LGA specifying the amount so payable by the defaulting Member shall be final and binding upon the Member. The amount in the Certificate may be recovered against the member by LGA as a debt payable by the defaulting Member.
- 18.8 If Member fails to comply with a notice or direction as contemplated by Rule 18.3.1, LGA may (in its absolute discretion), as an alternative to termination, require the Member pay an additional contribution to the Fund to cover the additional risk of Claims or as compensation for the default.
- 18.9 A decision by the LGA Board under Rule 18.3 to terminate membership of any Member is final and binding on all Members, including the terminated Member.
- 18.10 In any situation where membership is terminated or limited LGA shall forthwith provide formal notification of the fact to the Minister responsible for Local Government and the Minister responsible for Industrial Relations.

19. Determination of Disputes

- 19.1 If any dispute or difference (other than a decision of the LGA Board under Rule 18.3 to terminate a membership) shall arise between any Member and LGA out of or in connection with the operations of the Workers' Scheme then either the Member or LGA ("Notifier") may give written notice of dispute which adequately identifies and provides details of the dispute to the other person ("Recipient"). Notwithstanding the existence of a dispute the Notifier and the Recipient shall continue to perform their respective obligations under the Rules.
- 19.2 Within fourteen (14) days after receiving a notice of dispute, the Notifier and Recipient shall confer at least once and in good faith to resolve the dispute or to agree on methods of doing so. All aspects of every such conference, except the fact of the occurrence of the conference, shall be privileged. If either of the Notifier or the Recipient has not made a reasonable or meaningful attempt at a resolution within 28 days of service of the notice of dispute, that dispute shall be referred to arbitration.
- 19.3 If, within a further fourteen (14) days of the dispute being referred to arbitration under Rule 19.2, the Notifier and the Recipient have not agreed upon an arbitrator, the dispute shall be referred to a Solicitor or Barrister of the Supreme Court of South Australia appointed for this purpose by the President for the time being of the Law Society of South Australia and all proceedings shall be subject to the provisions of the Commercial Arbitration Act 1986.
- 19.4 Except where the Notifier and the Recipient otherwise agree in advance in writing, the Notifier and the Recipient shall each bear its own costs and pay one half of the fees and expenses of the arbitration.
- 19.5 The decision of the Arbitrator shall be final and binding upon the Notifier and the Recipient.

20. Amendment to Rules

- 20.1 These Rules may be amended at any time by Special Resolution of the LGA Board.
- 20.2 Amendments to these Rules shall operate prospectively and not retrospectively and will be binding on all Members from the date on which the amended Rules are published in the South Australian Government Gazette.
- 20.3 Notice of any amendment shall be given forthwith to all Members and to the Minister responsible for Local Government and the Minister responsible for Industrial Relations.

21. Term of Workers' Scheme and Termination

- 21.1 The Workers' Scheme will continue until it is terminated by an Act of the Parliament of the State of South Australia.
- 21.2 Upon termination of the Workers' Scheme, unless the Parliament of the State of South Australia determines otherwise, the Fund remaining after satisfying all liabilities will be paid by LGA for the benefit of the Members at that time in such manner as is determined by LGA in its absolute discretion for the purpose of minimising the risk of Claims arising in the future.

Dated: 12 December 2019

MATT PINNEGAR
Chief Executive Officer
Local Government Association

PUBLIC NOTICES

NATIONAL ELECTRICITY LAW

Initiation of Rule change requests

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

Under s 95, Hydro Tasmania has requested the *Synchronous services market* (Ref. ERC0290) proposal. The proposal seeks to introduce a market and new generator category for the provision of synchronous services through cost optimisation at dispatch. Submissions must be received by **13 August 2020**.

Under s 95, Infigen Energy has requested the *Operating reserve market* (Ref. ERC0295) proposal. The proposal seeks to introduce an operating reserve to help respond to unexpected changes in supply and demand. Submissions must be received by **13 August 2020**.

Under s 95, Infigen Energy has requested the *Fast frequency response market ancillary service* (Ref. ERC0296) proposal. The proposal seeks to introduce two new ancillary service markets for fast frequency response to efficiently manage power system risks associated with reduced system inertia. Submissions must be received by **13 August 2020**.

Under s 95, TransGrid has requested the *Efficient management of system strength on the power system* (Ref. ERC0300) proposal. The proposal seeks to move to a more proactive approach of system strength procurement through amendments to the minimum system strength framework and abolishment of the do no harm obligation. Submissions must be received by **13 August 2020**.

Under s 95, Delta Electricity has requested the *Capacity commitment mechanism for system security and reliability services* (Ref. ERC0306) proposal. The proposal seeks to introduce a capacity commitment mechanism to provide access to operational reserve and other system security or reliability services. Submissions must be received by **13 August 2020**.

Under s 95, Delta Electricity has requested the *Introduction of ramping services* (Ref. ERC0307) proposal. The proposal seeks to introduce new 30-minute raise and lower FCAS services to respond to changes in output from variable renewable electricity generators. Submissions must be received by **13 August 2020**.

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 6, 201 Elizabeth Street
Sydney NSW 2000

Telephone: (02) 8296 7800

www.aemc.gov.au

Dated: 2 July 2020

SALE OF PROPERTY

Warrant of Sale

Auction Date: Friday 17 July 2020 at 12.00noon
Location: 236 Hancock Road, Redwood Park, South Australia

Notice is hereby given that on the above date at the time and place stated, by virtue of the Warrant of Sale issued out of the Magistrates Court of South Australia, Action No. AMCCI 4481 of 2018 directed to the Sheriff of South Australia in an action wherein Gramar Nominees Pty Ltd Trading As: Valley View Nursing Home is the Plaintiff and Shafquat Khan is the Defendant, I Steve Ferguson, Sheriff of the State of South Australia, will by my auctioneers, Griffin Real Estate, make sale of the estate, right, title or interest whatsoever it may be of the Defendants, Shafquat Khan the registered proprietors of an estate in fee simple in the following:-

That piece of land situated in the area named Redwood Park, being 236 Hancock Road, Hundred of Yatala, being the property comprised in Certificate of Title Register Book Volume 5107 Folio 580.

Further particulars from the auctioneers.

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

Dated: 2 July 2020

STEVE FERGUSON
Sheriff of the State of South Australia

TRUSTEE ACT 1936

PUBLIC TRUSTEE

Estates of Deceased Persons

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

BARTHOLOMAEUS Archibald Bruce late of 40 Mooringa Avenue North Plympton Panel Beater who died 27 April 2020
EVERUSS Allan Lawrence late of Drabsch Street and McIntosh Street Loxton Scrap Metal Collector who died 05 April 2019
FOWERACKER Anita Maria late of 10 Judith Avenue Findon Carer who died 19 March 2020
FULTON William Edward late of 70 Osborne Road North Haven of no occupation who died 13 January 2020
HEARNE Frederick William late of 265 Henley Beach Road Brooklyn Park of no occupation who died 28 August 2019
HOLT Lillian Rose late of 19 Mary Street Ethelton Retired Projects Officer who died 11 February 2020
LORAN Michael late of 71 Stokes Terrace Port Augusta West of no occupation who died 21 March 2017
MCKAY Wendy Ann late of 44 Three Chain Road Solomontown Retired Registered Nurse who died 20 December 2019
NARDO Giuseppe late of 2 Malken Way Findon of no occupation who died 20 January 2020

O'CONNOR Elizabeth Mary late of 206 Frederick Road Grange of no occupation who died 13 February 2020
POPE Judith Wornetta late of 2 Byfield Avenue Paradise of no occupation who died 21 February 2020
PROMNITZ Jane late of 2 Wilkins Street Enfield of no occupation who died 17 December 2019
RUTTER Thyra Mary late of 17 Rockville Avenue Daw Park of no occupation who died 17 February 2020
WIESZNIEWSKI Elke Luzia late of 81 Stock Route Road Point Pass Retired Veterinarian Surgeon who died 27 January 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 10 April 2020 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: 2 July 2020

N S RANTANEN
Acting Public Trustee

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.

Gazette notices should be emailed as Word files in the following format:

- Title—name of the governing Act/Regulation
- Subtitle—brief description of the notice
- A structured body of text
- Date of authorisation
- Name, position, and government department/organisation of the person authorising the notice

Please provide the following information in your email:

- Date of intended publication
- Contact details of at least two people responsible for the notice content
- Name of the person and organisation to be charged for the publication (Local Council and Public notices)
- Request for a quote, if required
- Purchase order, if required

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