

HIGHBURY LANDFILL AUTHORITY CHARTER

1. Introduction

1.1 Name

The name of the subsidiary is the Highbury Landfill Authority (referred to as 'the Authority' in this Charter).

1.2 Establishment

The Authority is a regional subsidiary established pursuant to Section 43 of the *Local Government Act 1999* (**the Act**) by the:

- 1.2.1 City of Burnside;
- 1.2.2 City of Norwood, Payneham & St Peters; and
- 1.2.3 Corporation of the Town of Walkerville

(the Constituent Councils).

1.3 Local Government Act 1999

This Charter must be read in conjunction with Parts 2 and 3 of Schedule 2 to the Act. The Authority shall conduct its affairs in accordance with Schedule 2 to the Act except as modified by this Charter in a manner permitted by Schedule 2.

1.4 Purpose for which the Authority is Established

The Authority is established for the following objects and purposes:

- 1.4.1 to facilitate the closure and the post-closure of the Highbury Landfill Site;
- 1.4.2 to undertake all manner of things relating to and incidental to Clause 1.5.

1.5 Powers and Functions of the Authority

The Authority shall have all of the powers and functions as are necessary for the carrying out of the Authority's purpose. These include, but are not limited to:

- 1.5.1 the power to incur expenditure:
 - 1.5.1.1 in accordance with a budget adopted by the Authority; or
 - 1.5.1.2 with the prior approval of the Constituent Councils; or
 - 1.5.1.3 in accordance with the Act, in respect of expenditure not contained in a budget adopted by the Authority, for a purpose of genuine emergency or hardship;
- 1.5.2 the power to borrow funds from the Local Government Financial Authority (or such other entity approved by the Constituent Councils):
 - 1.5.2.1 in accordance with a budget adopted by the Authority under this Charter;
 - 1.5.2.2 with the prior approval of the Constituent Councils;
- 1.5.3 the power to accumulate surplus funds for investment purposes;
- 1.5.4 the power to establish a reserve fund or funds clearly identified for meeting any liability or obligation of the Authority;
- 1.5.5 the power to enter into any contract or arrangement;
- 1.5.6 the power to purchase, sell, lease, hire, rent or otherwise acquire or dispose of any personal property or interests therein;
- 1.5.7 subject to obtaining the unanimous consent of the Constituent Councils for the particular acquisition or disposal, the power to acquire or dispose of real property;
- 1.5.8 the power to employ, engage, remunerate, remove, suspend or dismiss the Manager of the Authority;
- 1.5.9 the power to invest any of the funds of the Authority in any investment authorised by the *Trustee Act 1936* or with the Local Government Finance Authority provided that:
 - 1.5.9.1 in exercising this power of investment the Authority must exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons; and
 - 1.5.9.2 the Authority must avoid investments that are speculative or hazardous in nature;
- 1.5.10 the powers, functions or duties delegated to the Authority by the Constituent Councils from time-to-time;
- 1.5.11 the power to do anything else necessary or convenient for or incidental to the exercise, performance or discharge of its powers, functions or duties.

1.6 Property

All property held by the Authority is held by it on behalf of the Constituent Councils.

1.7 Delegation by the Authority

- 1.7.1 The Authority may by resolution delegate any of its powers, functions and duties under the Act or this Charter to:
 - 1.7.1.1 the Manager;
 - 1.7.1.2 a committee established by the Authority;
 - 1.7.1.3 an employee of the Authority or a Constituent Council;
 - 1.7.1.4 a person occupying a particular office or position.
- 1.7.2 A delegation is revokable at will and does not prevent the Authority from acting in a matter.

1.8 Acting Outside Area

- 1.8.1 The Constituent Councils consider it necessary and expedient to the attainment of the Authority's objects and purposes for the Authority to undertake the following activities outside the area of the Constituent Councils and accordingly authorise the Authority to undertake such activities:
 - 1.8.1.1 All activities relating to, necessary for and incidental to facilitating the closure and the post-closure of the Highbury Landfill Site.

2. Board of Management

The Authority is a body corporate and is governed by a Board of Management that shall have the responsibility to manage the business

and other affairs of the Authority ensuring that the Authority acts in accordance with this Charter.

2.1 Functions of the Board

- 2.1.1 The formulation of a closure management plan and strategy for closure of the Highbury Landfill Site by the Authority.
- 2.1.2 The provision of professional input and direction to the Authority.
- 2.1.3 To monitor, oversee and measure the performance of the Manager.
- 2.1.4 To assist in the development of an environmentally sound and economical solution to the closure of the Highbury Landfill Site.
- 2.1.5 To exercise the care, diligence and skill that a prudent person of business would exercise in managing the affairs of other persons.

2.2 Membership of the Board

- 2.2.1 The Board shall consist of three members being one person appointed by each Constituent Council;
- 2.2.2 A Board Member shall be appointed for a term not exceeding three years specified in the instrument of appointment and at the expiration of the term of office will be eligible for re- appointment.
- 2.2.3 The office of a member of the Board will become vacant in accordance with Clause 20(3) of Schedule 2 of the Act.
- 2.2.4 Board Members shall be eligible for such allowances from the funds of the Authority as the Board shall determine from time to time.
- 2.2.5 Each Constituent Council may appoint a deputy Board Member to act in place of that Constituent Council's appointed Board Member.
- 2.2.6 Any other conditions of appointment for Board Members will be determined by the Board, subject to the agreement of the Constituent Councils.
- 2.2.7 In the absence of the Board Member, a deputy Board Member will be deemed to be the Board Member and can exercise all of the rights, privileges and obligations of the Board Member during the absence of that Board Member.

2.3 Propriety of Members of the Board

The Board Members are not required to comply with Division 2, Chapter 5 (Register of Interests) of the Act.

2.4 Chair of the Board

- 2.4.1 The Board shall elect a Chair from amongst the Members for a term and upon any conditions determined by the Board.
- 2.4.2 The Chair shall preside at all meetings of the Board and, in the event of the Chair being absent from a meeting, the members present shall appoint a member from amongst them, who shall preside for that meeting or until the Chair is present.

2.5 Meetings of the Board

- 2.5.1 The Board must determine procedures to apply at or in relation to its meetings provided that such procedures may not be inconsistent with any provisions of this Charter.
- 2.5.2 Ordinary meeting of the Board must take place at such times and places as may be fixed by the Board or the Manager of the Authority from time to time. There shall be at least one ordinary meeting of the Board held every six months.
- 2.5.3 Notice of ordinary meetings of the Board must be given by the Manager to each Board Member and to each Constituent Council not less than 7 clear days prior to the holding of the meeting and shall be accompanied by the agenda for the meeting and any written reports.
- 2.5.4 For the purposes of this sub-clause, the contemporary linking together by telephone, audio-visual, video-conferencing or other instantaneous means ('telecommunications meeting') of a number of the members of the Board is deemed to constitute a meeting of the Board provided that:
 - 2.5.4.1 at least a quorum is present;
 - 2.5.4.2 notice of the telecommunications meeting is given to all Board Members in the manner determined by the Board for that purpose; and
 - 2.5.4.3 each participating Board Member is capable of communicating with every other participating Board Member during the telecommunications meeting.
- 2.5.5 Each of the Board members taking part in the telecommunications meeting, must at all times during the telecommunications meeting be able to hear and be heard by each of the other Board Members present. At the commencement of the meeting, each Board Member must announce his/her presence to all other Board Members taking part in the meeting. A Board Member must not leave a telecommunications meeting by disconnecting his/her telephone, audiovisual or other communication equipment, unless that Board Member has previously notified the Chair of the meeting.
- 2.5.6 The Board may make decisions outside of a formally constituted meeting as follows: A proposed resolution in writing and given to all Board Members in accordance with procedures determined by the Board will be a valid decision of the Board where a majority of Board Members vote in favour of the resolution by signing and returning the resolution to the Manager or otherwise giving written notice of their consent and setting out the terms of the resolution to the Manager. The resolution shall thereupon be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.
- 2.5.7 Any Constituent Council or Board Member may by delivering written notice to the Manager of the Authority require a special meeting of the Board to be held. The request for special meeting and the obligations upon the Manager in respect of notifying Board Members are the same as those applying to a chief executive officer of a council in relation to special council meetings called under the Act.
- 2.5.8 The quorum for any meeting of the Board is two (2) Board Members.
- 2.5.9 Every Board Member, including the Chair, shall have a deliberative vote. The Chair shall not in the event of an equality of votes have a casting vote.
- 2.5.10 All matters will be decided by a majority of votes of the Board Members present.
- 2.5.11 Subject to any provision of the Act to the contrary, all Board Members present at a meeting shall vote on each item for decision at the meeting.
- 2.5.12 All Board Members must keep confidential all documents and any information provided to them for their consideration prior to a meeting of the Board.
- 2.5.13 Subject to this Clause, meetings of the Board must be conducted in a place open to the public.
 - 2.5.13.1 In accordance with Clauses 2.5.4 and 2.5.5, the place may be an electronic place, provided that (subject to Clause

- 2.5.13.2) members of the public can hear the discussion between all Board Members.
- 2.5.13.2 The Board may order that the public be excluded from attendance at any meeting in accordance with the procedure set out in Section 90(2) - 90(3) of the Act.
- 2.5.13.3 If the Board makes an order under Clause 2.5.13.2, the making of the order, the grounds on which the order was made, the basis on which the information or matter to which the order relates falls within the ambit of each ground upon which the order was made and, if relevant, the reasons the receipt, consideration or discussion of information or the matter in a meeting open to the public would be contrary to the public interest must be included in the minutes.
- 2.5.14 The Manager must cause minutes to be kept of the proceedings at every meeting of the Board and ensure that the minutes are presented to the next ordinary meeting of the Board for confirmation.
- 2.5.15 Subject to Clause 2.5.17, a person is entitled to inspect, at place or on a website determined by the Chief Executive Officers of the Constituent Councils, without payment of a fee:
- 2.5.15.1 minutes of a Board meeting;
- 2.5.15.2 reports, attachments and recommendations to the Board, received at a meeting of the Board.
- 2.5.16 Subject to Clause 2.5.17, a person is entitled, upon payment of a fee fixed by the Board, to obtain a copy of any document available for inspection under Clause 2.5.15.
- 2.5.17 Clauses 2.5.15 and 2.5.16 do not apply in relation to a document or part of a document if:
- 2.5.17.1 the document or part of the document relates to a matter dealt with by the Board during a part of a meeting of the Board to which the public have been excluded in accordance with Clause 2.5.13.2; and
- 2.5.17.2 the Board orders that the document or part of the document be kept confidential.
- 2.5.18 If the Board makes an order under Clause 2.5.17.2, the Board must specify the duration of the order or the circumstances in which the order will cease to apply, or a period after which the order must be reviewed.
- 2.5.19 Each member of the Board and each Constituent Council must be supplied with a copy of all minutes of the proceedings of the meeting within five (5) days after that meeting.

3. Staffing Issues

- 3.1 The Board must appoint a Manager of the Authority who has expertise in environmental management and/or waste operations and business to manage the business of the Authority on terms agreed between the Manager and the Board. The Manager may be a natural person or a body corporate.
- 3.2 The Manager is responsible to the Board for the execution of all decisions made by the Board and for the efficient and effective management of the Authority.
- 3.3 The Manager is subject to the same legislative responsibilities and duties as a chief executive officer of a council including but not limited to those matters set out at Parts 1 and 3 of Chapter 7 of the Act.
- 3.4 The Manager may be, but need not be, an employee of the Authority.

4. Management

4.1 Financial Management

- 4.1.1 The Authority shall keep proper books of account in accordance with the requirements of the *Local Government (Financial Management) Regulations 2011*;
- 4.1.2 The Authority's books of account must be available for inspection by any Board Member or authorised representative of any Constituent Council at any reasonable time on request;
- 4.1.3 The Authority must establish and maintain a bank account with such banking facilities and at a bank to be determined by the Board;
- 4.1.4 Any payments made by Electronic Funds Transfer must be made in accordance with procedures which have received the prior written approval of the Auditor.
- 4.1.5 The Manager must act prudently in the handling of all financial transactions for the Authority and must provide quarterly financial and corporate reports to the Board and, if requested, the Constituent Councils.

4.2 Audit

- 4.2.1 The Authority shall appoint an auditor in accordance with the *Local Government (Financial Management) Regulations 2011*, on terms and conditions set by the Board;
- 4.2.2 The Auditor will have the same powers and responsibilities as set out in the Act, in relation to a council;
- 4.2.3 The audit of Financial Statements of the Authority, together with the accompanying report from the Auditor, shall be submitted to both the Board and the Constituent Councils;
- 4.2.4 The books of account and financial statements shall be audited at least once per year.

4.3 Audit Committee

- 4.3.1 The Authority is required to establish an audit committee to be comprised of three (3) persons nominated by the Authority and approved by the Constituent Councils.
- 4.3.2 The members of the Audit Committee:
- 4.3.2.1 must include at least one (1) person who is not a Board Member and who is determined by the Constituent Councils to have financial experience relevant to the functions of the Audit Committee; and
- 4.3.2.2 may include members who are members of a Constituent Council; and
- 4.3.2.3 must not include a Constituent Council's auditor under Section 128 of the Act or the auditor of the Authority.

4.4 Business Plan

The Authority:

- 4.4.1 must in consultation with the Constituent Councils prepare and adopt a Business Plan which will continue in force for the period specified in the Business Plan or until the earlier adoption by the Authority of the new Business Plan;
- 4.4.2 shall ensure the Business Plan links the closure of the Highbury Landfill Site to strategic, operational and organisational requirements with supporting financial projections setting out the estimates of revenue and expenditure as necessary for the

period;

- 4.4.3 must in consultation with the Constituent Councils review the Business Plan annually and following such a review the Business Plan shall continue to operate for the period for which the Business Plan was adopted pursuant to clause 4.4.1;
- 4.4.4 in preparing and subsequently reviewing the Business Plan have regard to and where appropriate integrate the requirements of the Authority's Risk Review plan (as adopted by the Board from time-to-time);
- 4.4.5 may, after consultation with the Constituent Councils amend its Business Plan at any time; and
- 4.4.6 must ensure the contents of the Business Plan is in accordance with the Act and may include or set out other matters deemed appropriate by the Authority.

4.5 Annual Budget

- 4.5.1 The Authority shall, must 31 May but before the end of June in each Financial Year, prepare and adopt an annual budget for the ensuing Financial Year in accordance with the Act;
- 4.5.2 The proposed annual budget must be referred to Constituent Councils at the same time as the Manager submits it to the Board Members. The proposed annual budget must be approved by the majority of the Constituent Councils prior to adoption by the Board;
- 4.5.3 The Authority must provide a copy of its annual budget to the Constituent Councils within five business days after adoption by the Board;
- 4.5.4 The Authority must review its budget in accordance with the *Local Government (Financial Management) Regulations 2011* and copies of the review report and decision of the Authority in respect of the review must be provided to the Constituent Councils within five days of the Board meeting to which the report was presented.

4.6 Reporting

- 4.6.1 The Authority must submit to the Constituent Councils by 30 September in each year in respect of the immediately preceding Financial Year, a report on the work and operations of the Authority detailing achievement of the aims and objectives of its Business Plan and incorporating the audited financial statements of the Authority and any other information or reports as required by the Constituent Councils;
- 4.6.2 The Board shall present a balance sheet and full financial report to the Constituent Councils at the end of each financial year;
- 4.6.3 The Board shall present the audited financial statements to the Constituent Councils in accordance with the requirements of the *Local Government (Financial Management) Regulations 2011*.

4.7 Financial Contributions

- 4.7.1 The Constituent Councils will contribute funds to the Authority as set out in the Budget adopted by the Authority and approved by the Constituent Councils.
- 4.7.2 The Constituent Councils may agree collectively or individually to provide the Authority with additional funds and/or in kind contributions at any time on such terms and conditions, if any, as determined by the relevant Constituent Council(s).

5. Miscellaneous

5.1 Equitable Share

- 5.1.1 Each of the Constituent Councils will have an equity share in the Authority as set out in the table contained at Schedule 1 to this Charter.
- 5.1.2 In the event of the Authority's insolvency, the Constituent Councils are responsible for the liabilities of the Authority in proportion to the equity share of the Constituent Councils in the Financial Year of the insolvency event.

5.2 Withdrawal

- 5.2.1 The withdrawal of either Constituent Council will result in the Authority being wound up pursuant to clause 5.4 and Part 2 of Schedule 2 to the Act.
- 5.2.2 The withdrawal of any Constituent Council does not extinguish the liability of that Constituent Council for the payment of its contribution towards any actual or contingent deficiency in the net assets of the Authority at the end of each Financial Year until the Authority is dissolved or wound up.
- 5.2.3 The withdrawal of any Constituent Council does not extinguish the liability of the withdrawing Constituent Council to contribute to any liability in respect of the Highbury Landfill Site.
- 5.2.4 The guarantee for any liability incurred or assumed by a Constituent Council survives the withdrawal by the Constituent Council.

5.3 Insurance and Superannuation Requirements

- 5.3.1 The Authority shall register with the Local Government Mutual Liability Scheme and comply with the rules of the Scheme.
- 5.3.2 The Authority shall advise the Local Government Risk Services of its insurance requirements relating to Local Government Special Risks including land, contamination, buildings, structures, vehicles and equipment under the management, care and control of the Authority.
- 5.3.3 Where the Authority has employees it shall register with the Statewide Super and the Local Government Workers Compensation Scheme and comply with the rules of the Scheme.

5.4 Winding Up

- 5.4.1 The Authority may be wound up in accordance with the Act and will be wound up where a Constituent Council seeks to withdraw from the Authority.
- 5.4.2 On winding up of the Authority, the surplus assets or liabilities of the Authority, as the case may be, shall be distributed between or become the responsibility of the Constituent Councils in the proportions of their equitable interest in accordance with Schedule 1.
- 5.4.3 If there are insufficient funds to pay all expenses due by the Authority on winding up, a levy shall be imposed on all Constituent Councils in proportion to the equity share of the Constituent Councils in the Financial Year prior to the passing of the resolution to wind up.

5.5 Non-derogation and Direction by Constituent Councils

- 5.5.1 The establishment of the Authority does not derogate from the power of any of the Constituent Councils to act

independently in relation to a matter within the jurisdiction of the Authority.

- 5.5.2 Provided that the Constituent Councils have all first agreed as to the action to be taken, the Constituent Councils may jointly direct and control the Authority by resolution passed by all Constituent Councils in the same or similar terms.
- 5.5.3 Where the Authority is required pursuant to the Act or this Charter to obtain the approval of one (1) or more of the Constituent Councils that approval must only be granted by a resolution passed by the Constituent Council or Constituent Councils granting such approval.
- 5.5.4 Unless otherwise stated in this Charter where the Authority is required to obtain the approval of all of the Constituent Councils this means the approval of all of the Constituent Councils expressed in the same or similar terms.
- 5.5.5 For the purpose of this clause, any direction given or approval granted by one (1) or more Constituent Councils must be communicated by notice in writing provided to the Manager of the Authority together with a copy of the relevant resolutions of the Constituent Councils.

5.6 Review of Charter

- 5.6.1 The Authority must review this Charter at least once in every four (4) years in accordance with the Act.
- 5.6.2 This Charter may be amended with the approval of all of the Constituent Councils.
- 5.6.3 Before the Constituent Councils vote on a proposal to alter this Charter, they must take into account any recommendation of the Board.
- 5.6.4 The Manager must:
 - 5.6.4.1 furnish a copy of the Charter, as amended, to the Minister;
 - 5.6.4.2 ensure that a copy of the Charter, as amended, is published on a website (or websites) determined by the Chief Executive Officers of the Constituent Councils; and
 - 5.6.4.3 ensure that a notice of the fact of the amendment and a website address at which the Charter is available for inspection is published in the Gazette.

5.7 Dispute Resolution

About this clause:

- 5.7.1 The procedure in this clause must be applied to any dispute that arises between the Authority and a Constituent Council concerning the affairs of the Authority, or between Constituent Councils concerning the affairs of the Authority, including a dispute as to the meaning or effect of this Charter and whether the dispute concerns a claim in common law, equity or under statute.
- 5.7.2 The Authority and a Constituent Council must continue to observe and perform this Charter despite the application or operation of this clause.
- 5.7.3 This clause does not prejudice the right of a party:
 - 5.7.3.1 to require the continuing observance and performance of this Charter by all parties; or
 - 5.7.3.2 to institute proceedings to enforce payment due under this Charter or to seek injunctive relief to prevent immediate and irreparable harm.
- 5.7.4 Pending completion of the procedure set out in this clause, and subject to this clause, a dispute must not be the subject of legal proceedings between any of the parties in dispute. If legal proceedings are initiated or continued in breach of this provision, a party to the dispute is entitled to apply for and be granted an order of the court adjourning those proceedings pending completion of the procedure set out in this clause.

Step 1: Notice of dispute:

- 5.7.5 A party to the dispute must promptly notify each other party to the dispute:
 - 5.7.5.1 The nature of the dispute, giving reasonable details; and
 - 5.7.5.2 what action (if any) the party giving notice thinks will resolve the dispute,but a failure to give such notice does not entitle any other party to damages.

Step 2: Meeting of the parties:

A party to the dispute which complies with the previous step may at the same or a later time notify in writing each other party to the dispute that the first party requires a meeting within 14 business days after the giving of such notice. In that case, each party to the dispute must send to the meeting a senior manager of that party with the Board to resolve the dispute and at the meeting make a good faith attempt to resolve the dispute.

Step 3: Mediation:

- 5.7.6 Despite whether any previous step was taken, a dispute not resolved within 30 days must be referred to mediation.
- 5.7.7 The mediator must be a person agreed by the parties in dispute or, if they cannot agree within 14 business days, a mediator nominated by the then President of the South Australian Bar Association (or equivalent officer of any successor organisation).
- 5.7.8 The role of a mediator is to assist in negotiating a resolution of a dispute. A mediator may not make a decision binding on a party unless that party has so agreed in writing.
- 5.7.9 The mediation must take place in a location in Adelaide agreed by the parties.
- 5.7.10 A party in dispute must cooperate in arranging and expediting mediation.
- 5.7.11 A party in dispute must send to the mediation a senior manager with authority to resolve the dispute.
- 5.7.12 The mediator may exclude lawyers acting for the parties in dispute and may co-opt expert assistance as the mediator thinks fit.
- 5.7.13 A party in dispute may withdraw from mediation if there is reason to believe the mediator is not acting in confidence, or

with good faith or is acting for a purpose other than resolving the dispute.

- 5.7.14 Unless otherwise agreed in writing;
 - 5.7.14.1 everything that occurs before the mediator is in confidence and in closed session;
 - 5.7.14.2 discussions (including admissions and concessions) are without prejudice and may not be called into evidence in any subsequent litigation by a party;
 - 5.7.14.3 documents brought into existence specifically for the purpose of the mediation may not be admitted in evidence in any subsequent legal proceedings by a party;
 - 5.7.14.4 the parties in dispute must report back to the mediator within 14 business days on actions taken, based on the outcome of the mediation;
 - 5.7.14.5 a party in dispute need not spend more than one day in mediation for a matter under dispute; and
 - 5.7.14.6 a party in dispute must bear an equal share of the costs and expenses of the mediator and otherwise bears their own costs.

Step 4: Arbitration:

- 5.7.15 Despite whether any previous step was taken, a dispute not resolved within 60 days must be referred to arbitration, as to which:
 - 5.7.15.1 there must be only one arbitrator and who is a natural person agreed by the parties or, if they cannot agreed within 14 business days, an arbitrator nominated by the then Chairperson of Resolution Institute;
 - 5.7.15.2 the role of the arbitrator is to resolve the dispute and make decisions binding on the parties;
 - 5.7.15.3 the arbitration must take place in an agreed location in Adelaide;
 - 5.7.15.4 a party must cooperate in arranging and expediting arbitration;
 - 5.7.15.5 a party must send to the arbitration a senior manager with authority to resolve the dispute; and
 - 5.7.15.6 the parties may provide evidence and given written and verbal submissions to the arbitrator within the time set by the arbitrator;
- 5.7.16 The arbitrator must:
 - 5.7.16.1 decide the dispute; and
 - 5.7.16.2 give written reasons to each party.
- 5.7.17 Subject to a provision of this Charter to the contrary, the arbitration must take place under Resolution Institute Arbitration Rules and the provisions of the Commercial Arbitration Act 2011 (S.A.) and which Rules are taken to be incorporated by reference into this clause OR subject to this clause, the arbitrator must fix the rules of arbitration.
- 5.7.18 The costs and expenses of the arbitrator and of each party must be borne as the arbitrator decides.

5.8 *Common Seal*

- 5.8.1 The Authority will have a common seal, which may be affixed to documents requiring execution under seal and where affixed must be witnessed by the Chair of the Board and the Manager.
- 5.8.2 The common seal must not be affixed to a document except to give effect to a resolution of the Board.
- 5.8.3 The Manager must maintain a register which records the resolutions of the Board giving authority to affix the common seal and details of the documents to which the common seal has been affixed with the particulars of persons who witnessed the fixing of the seal and the date that the seal was affixed.
- 5.8.4 The Board may by instrument under seal authorise a person to execute documents on behalf of the Authority.

5.9 *Circumstances Not Provided For*

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

SCHEDULE 1

Constituent Council	Equity Share	%
City of Burnside.....	50.406	
City of Norwood, Payneham & St Peters.....	40.357	
Corporation of Town of Walkerville.....	9.237	
	Total	100