

COLLECTIVE BARGAINING NOTIFICATION BY:

VIRGINIA IRRIGATION ASSOCIATION INCORPORATED

PURSUANT TO SECTION 93AB OF THE *COMPETITION AND CONSUMER ACT 2010*

Notifying Party

1. Provide details of the notifying party, including:

1.1. Name, address (registered office), telephone number, and ACN

Name: Virginia Irrigation Association Incorporated ("**VIA**") on behalf of its members ("**Notifying Parties**"). A list of the VIA's current members as Notifying Parties is attached as **Annexure 1.**

Address: C/- PO Box 176, Virginia SA 5120

Telephone: [REDACTED] (Mr Rocco Musolino)

ABN: 12 716 130 243

1.2. Contact person's name, telephone number, and email address

Tom Crompton, Botten Levinson Lawyers

GPO Box 1042, ADELAIDE SA 5001

[REDACTED]

[REDACTED]

1.3. A description of business activities

1.3.1 The VIA

VIA was established to represent the irrigators of the Virginia region in South Australia during the establishment of the Virginia Pipeline Scheme ("**VPS**").

The VIA presently has in excess of 400 individuals as members. The VIA's members are irrigators who conduct various irrigated primary production operations in and near Virginia, located on the Northern Adelaide Plains. The VIA Executive estimates that approximately two-thirds of its member customers are relatively low water users with low water use primary production enterprises (e.g. glass houses) and approximately one third are large broad acre irrigators who use comparatively large amounts of reclaimed water from the VPS.

The VIA's member irrigators rely heavily on water reticulated via the VPS for their primary production operations, which is their livelihood. The only alternative available to VIA's irrigators beyond the reclaimed water from the VPS is groundwater. However, as mentioned the sustainable and lawful rate of extraction is limited by water allocations endorsed on water licences issued to the individual irrigators. Further, in most cases, VIA irrigators are already using the maximum groundwater volumes allowed pursuant to their water licences (which is often inadequate of itself), in conjunction with their with the recycled water purchased via Customer Contracts with SA Water and reticulated via the VPS.

The VPS is a reticulated water treatment and pipeline distribution system, which distributes recycled water from the Bolivar Wastewater Treatment Plant throughout the Virginia Irrigation District.

The VPS was first established pursuant to various agreements to which the VIA and SA Water were parties, including a Project Agreement dated 17 September 1996 as varied on 6 January 1997 (**Project Agreement**).

The VPS was established as a build, own, operate, transfer ("**BOOT**") project. Ownership of the VPS was transferred to SA Water at the conclusion of the BOOT period on 18 January 2018.

The VIA's members are now customers of SA Water in relation to the recycled water supplied by the VPS, i.e., those VIA member irrigators have entered into contracts with SA Water for the purchase of water distributed by the VPS according to certain customer rules and various other matters.

One of the VIA's purposes as established by its rules made under section 32 of the *Associations Incorporation Act 1985* (**VIA Rules**) is to represent its member customers and its member customer's interests in relation to the VPS. Attached hereto as **Annexure 2** is a true copy of the Certificate of Incorporation of the VIA and a certified true copy of the VIA Rules.

Similarly, clause 3.2.1.9 of the VIA Rules provides that an object of the VIA is to negotiate revised terms and conditions for the continuing supply of water with SA Water at the end of the terms of the existing customer contracts, pursuant to a "Customer Contract Renewal and Pipeline Management and Water Quality Agreement Extension Deed" ("**Renewal Deed**").

Accordingly, the VIA is in the process of negotiating renewed customer contracts for its members who are customers of SA Water.

1.3.2. SA Water

The South Australian Water Corporation (**SA Water**) is a statutory Corporation established by the *South Australian Water Corporation Act 1994* (SA) (**SAWC Act**).

SA Water is a public corporation to which the provisions of the *Public Corporations Act 1993 (PC Act)* apply.¹

Under the PC Act, a public corporation is an instrumentality of the Crown and holds its property on behalf of the Crown and is subject to control and direction by its Minister.²

1.4. An email address for service of documents in Australia:



Details of the notified contact

2. Type of Conduct

2.1. Exclusive Dealing (s. 47)

No

2.2. Resale price maintenance (s. 48)

No

2.3. Collective bargaining (s. 93AB). If notified conduct is for collective bargaining, does the notified conduct include a collective boycott

The notified conduct is for the purpose of collective bargaining only and does not include a collective boycott.

3. Provide details of the notified conduct including:

3.1. Description of the notified conduct

Background

As mentioned above, the Project Agreement between SA Water, the VIA and three additional parties created the Virginia Pipeline Scheme ("**VPS**") as a build, own, operate, transfer ("**BOOT**") project.

¹ See SAWC Act, section 6.

² See PC Act, section 6(1).

Under the VPS, wastewater from some 500,000 households is treated at the Bolivar Wastewater Treatment Plant which is operated by SA Water. Prior to the commissioning of the VPS, SA Water disposed almost all of the treated effluent to the marine environment, i.e., in the marine waters in Spencer Gulf, off Metropolitan Adelaide.

Prior to the establishment of the VPS and the VIA irrigators accessing recycled water from the Bolivar Waste Water Treatment Plant, a small number of irrigators located near the channel that discharged treated wastewater from the Bolivar plant to the sea were able to purchase that water at a very low price for restricted irrigation use. This irrigation was however restricted, due to water quality and public health implications. The remaining VIA irrigators used ground water, but the area under production was limited by the volume of groundwater and consequent limitations on water allocations endorsed on water licenses issued by what is now the South Australian Department of Environment and Water (DEW) under the *Natural Resources Management Act 2004* and its predecessors.

The VPS now enables approximately 40% or 20 million cubic metres (kilolitres) per year of treated effluent to be reclaimed and used for horticultural irrigation. Under the VPS, reclaimed water is pumped and reticulated through some 142 km of pipeline infrastructure and several pump stations to over 400 end user customers who are members of the VIA.

Access for VIA's irrigators to Class A recycled water via the VPS has dramatically increased the water quality, volume and availability for those irrigators, compared to the situation prior to the VPS. This has consequently enabled significant expansion to the range and production volumes of VIA members' irrigated crops.

SA Water provided approximately \$6 million in capital, as well as agreeing to supply treated reclaimed water for the life of the BOOT project, at no cost to the project owner. In exchange SA Water was the recipient of the project at the end of the BOOT period of 20 years, for a nominal consideration.

SA Water now owns the VPS and controls the supply of water through the VPS from the Bolivar Wastewater Treatment Plant.

Throughout this period the notifying parties entered customer contracts with the project owner, whereby those irrigators paid for the reclaimed water supply.

As described earlier, at the outset of the project, the VIA and SA Water executed the Renewal Deed, wherein the parties agreed that the water price following the BOOT period would be less (in real terms) than during the BOOT period. A copy of the Renewal Deed is annexed hereto as **Annexure 3**.

The Renewal Deed was agreed in recognition that the treatment of the water by SA Water was to be an ongoing cost of environmental compliance requirements, and that the pipeline system, now owned by SA Water, is a financially successful private enterprise which would be provided to SA Water without further investment and free from debt.

As the end of the BOOT period approached, SA Water signaled its intention to increase the water price in excess of the current pricing schedule of 15.85 cents, 8.34 cents and 12.51 cents per kilolitre for summer, winter and shoulder season water, respectively.

The notified conduct

The notified conduct relates to the renegotiation of the customer contracts for VIA member irrigators with SA Water. The VIA is not aware of exactly what the terms of any new Customer Contracts that SA Water might be negotiating directly with its members presently. The VIA anticipates, but does not know, that each customer contract will be identical except for the volume of water contracted for.

The renegotiation is proposed to occur directly between the VIA's Committee members and its legal representatives and duly authorised representatives of SA Water and its legal representatives.

The types of terms and conditions expected to be negotiated in the collective bargaining include:

- (i) The prices and mechanisms for setting prices at which reclaimed wastewater will be supplied by SA Water to members of the VIA via the VPS;
- (ii) The terms on which payment is to be made by members of the VIA to SA Water;
- (iii) The obligations on SA Water to supply reclaimed wastewater at a certain volume, specification and quality; and
- (iv) The term of each customer contract and the rights and obligations of each party to extend and/or terminate a customer contract.

No member of the VIA who is unhappy with the collective bargaining arrangements or the Customer Contract negotiated pursuant to such arrangements will be required to enter into a Customer Contract or to give effect to such arrangements.

3.2. Relevant documents detailing the terms of the notified conduct

The VIA intends for the collective bargaining to be consistent with the terms of the Renewal Deed contained in **Attachment 2** or such other arrangement as may be agreed between the VIA and SA Water.

3.3. Rationale for the notified conduct

The proposed collective bargaining arrangements will result in transaction cost savings to all parties involved in the negotiations.

From SA Water's perspective, the need to negotiate with over 400 individual customers is removed. The proposed collective bargaining arrangements would allow a single point of contact for the negotiations.

From the VIA's perspective, collective bargaining arrangements would make negotiations far easier and more efficient, including through the use of a single representative.

Further, individual members of the VIA are placed at a significant disadvantage in negotiations due to their limited bargaining power and ability to use information available to them, due to the relative lack of resources relative to the SA Water monopoly.

As mentioned earlier, many of the VIA's members are small irrigators with relatively low bargaining power and resources to effectively negotiate on water price and related matters compared to the extensive resources of SA Water. The members of the VIA wish to obtain the benefits set out in section 10 below.

Rationale

Collective bargaining is required due to the near monopoly position that SA Water has within the water supply industry in South Australia.

It is also required due to SA Water's ownership and operation of the Bolivar Waste Water Treatment Plant, which wholly supplies the reclaimed water that is presently supplied to the VIA's members through the VPS.

The VIA says that SA Water has excessive bargaining power vis-à-vis the VIA's members, which the VIA says SA Water is exploiting to artificially inflate the price of reclaimed water that SA Water supplies to the VIA's members through the VPS.

SA Water has not, in the VIA's view, negotiated to date in good faith as required by the Renewal Deed for a fair and reasonable outcome as to water price and related matters.

The inflated water pricing proposed to the VIA by SA Water is unsustainable for the majority of the notifying parties, and if implemented could lead to the failure of many important primary production businesses in the region.

The local economy, community, and environment will be severely impacted by SA Water's decision to raise price levels above those previously agreed.

To illustrate the scale of the employment and economic significance of the water price negotiations, in late 2016 the primary producers in the Northern Adelaide Plains area who in the main rely on the VPS were producing approximately 170,00 tonnes of fresh primary produce with a farm gate value of more than \$340 million.

The VIA understands that there may be potential for the reclaimed water from the VPS and Bolivar to be sold to and used by others, subject however to the water price and quality being viable for that use. For example, the VIA understands that SA Water presently supplies some recycled water to the City of Salisbury for the Mawson Lakes Housing Estate to provide dual water supply to residents there. SA SA Water has also contracted to supply reclaimed water from Bolivar and the VPS to a private entity known as Bunyip Water. Neither the City of Salisbury or Bunyip Water are members of the VIA.

There may however be infrastructure and reticulation costs if other non-agricultural applications of reclaimed water from Bolivar were to be seriously considered. In any event, the VIA says that most likely use of the reclaimed water from the VPS is for irrigated agriculture.

The VIA understands that SA Water has recently used Commonwealth and State Government grant funds to create a Northern Adelaide Irrigation Scheme (**NAIS**). SA Water has publicly represented that it has to date secured commitments from customers for 2000 ML per annum, from a total volume of up to 12 GL per annum of reclaimed water that SA Water says is available under Stage 1 of the NAIS.³ However, the VIA has not been able to identify any potential irrigators who have contracted to purchase water from this scheme at the prices offered by SA Water.

³ <https://www.sawater.com.au/current-projects/nais>.

The water pricing structure presently proposed by SA Water for the VPS will, in the VIA's opinion, result in;

- The scaling back or closure of many local irrigated primary production businesses reliant on recycled water for irrigation;
- The loss of many local jobs as businesses in the region are forced to close;
- Increased price of goods produced by affected irrigators;
- Loss of tax revenue provided by the businesses forced to close;
- Decreased competition in agriculture and primary production markets;
- Potential for environmental harm caused by the disposal of treated wastewater into the marine environment due to it no longer being purchased by the affected businesses; and
- Increased regulatory costs faced by SA Water to properly treat and dispose of wastewater, which cost is likely to be passed onto households if based on the principal of 'polluter pays'.

3.4. Time period relevant to the notified conduct.

The Collective Bargaining arrangement is only necessary for the agreement of identical customer contracts between SA Water and members of the VIA. The VIA proposes that the collective bargaining notification, if allowed to stand, provides protection for at least two years or longer.

- 4. Provide documents submitted to the notifying party's board or prepared by or for the notifying party's senior management for purposes of assessing or making a decision in relation to the notified conduct and any minutes or record of the decision made.**

Not applicable.

5. **Provide the names and/or a description of the persons or classes of persons who may be directly impacted by the notified conduct (including targets in collective bargaining or boycott conduct) and detail how or why they might be impacted.**

The collective bargaining will affect the following persons or class of persons:

(a) Notifying parties

VIA members will be affected by any negotiated outcome with SA Water. The VIA members are the purchasers of reclaimed water from SA Water and their respective primary production businesses are heavily dependent on the commercial terms achieved.

(b) Notifying Parties' Employees

VIA members respective businesses are dependent on achieving certain commercial terms from SA Water. The success of the collective bargaining arrangement will affect the security of the employment of the notifying parties' employees.

(c) SA Water

SA Water is the target organisation and carries on the business of supplying water and wastewater services to a substantial majority of South Australians.

SA Water will likely benefit from the notified conduct in:

- (i) Enhanced level of input by customers in the contractual negotiation process;
- (ii) A central point of contact for negotiations about water price;

- (iii) Reduced scope for misunderstandings as the negotiating parties will be better informed;
- (iv) Increased chance of successful and satisfactory negotiations; and
- (v) Continuation of its existing compliance regime with the provisions of the *Environment Protection Act 1993* (SA) as to the disposal of wastewater.

(d) Homeowners serviced by the Bolivar Wastewater Treatment Plant

In the event that customer contracts are not able to be entered into in a timely fashion there is a risk that SA Water may have to pass on the costs of its compliance with *Environment Protection Act 1993* provisions as to the disposal of wastewater to its residential consumers creating the wastewater.

(e) Notifying parties' customers

The ability of the notifying parties to enter into viable commercial arrangements will affect the availability and price of the members of the VIA's products.

Marketing information and concentration

- 6. Describe the products and/or services, and the geographic areas, supplied by the notifying parties. Identify all products and services in which two or more parties to the notified conduct overlap (compete with each other) or have a vertical relationship (e.g. supplier-customer).**

VIA represents approximately 400 members of the horticultural industry. The range of products supplied by businesses is broad, however in a group of this size there are naturally instances of overlap and competition. Further, some of the notifying parties compete with each other through the supply of substitute goods. All of the notifying parties are geographically located within the Northern Adelaide Plains, however they distribute goods across Australia with some products being exported to international markets. None of the notifying parties have a vertical relationship with one another.

The VIA notes that the Target has a monopoly over the supply of mains water for irrigation purposes in the Northern Adelaide Plains. Collective bargaining by the VIA may also impact downstream supply of horticultural products.

7. Describe the relevant industry or industries. Where relevant, describe the sales process, the supply chains of any products or services involved, and the manufacturing process.

Members of the VIA engage in horticultural practices including market gardening. Products are collected from members of the VIA's premises and taken to a facility to be processed and transported to various retailers of the horticultural products.

8. In respect of the overlapping products and/or services identified, provide estimated market shares for each of the parties where readily available.

Given the nature of the members of the VIA's businesses there is substantial overlap with respect to the products provided. However, given the scope of the market for horticultural products in South Australia and Australia, it is not practicable to provide an estimated market share for any particular member, other than that it would comprise a infinitesimal proportion of the South Australian and Australian markets.

9. Describe the factors that would limit or prevent any ability for the parties involved to raise prices, reduce quality or choice, reduce innovation, or coordinate rather than compete vigorously. For example, describe:

9.1. Existing competitors

The target has a monopoly over the provision of irrigation water in the Northern Adelaide Plains. The members of the VIA compete in a state and Australia wide industry for the provision of horticultural products to consumers.

9.2. Likely entry by new competitors

Not applicable.

9.3. Any countervailing power of customers and/or suppliers

The notifying parties primarily sell their goods to national supermarket retailers. These retailers, such as Coles and Woolworths, carry significant purchasing power and are effectively able to set their own prices. This practice results in slim margins, and it is hoped that the notified conduct will ensure the parties don't face further loss of profit.

SA Water has a monopoly on the supply of water and carries unreasonable market power. The notified conduct will help to rebalance the bargaining power between SA Water and the notifying parties.

9.4. Any other relevant factors.

The notified conduct will not result in undue market power or lack of competition for the following reasons;

- (a) The notifying parties only represent a small portion of South Australia's fresh fruit and vegetable industry;
- (b) the majority of the notifying parties are not in direct competition with each other;
- (c) the notified conduct hopes to ensure the 400 parties remain trading, maintaining current levels of competition; and
- (d) there is nothing to suggest that the notified conduct would lead to an increase in price, or a decrease in quality, choice, innovation or competition.

Public Benefit

10. Describe the benefits to the public that are likely to result from the notified conduct. Provide information, data, documents or other evidence relevant to the ACCC's assessment of the public benefits

The notified conduct is likely to result in the public benefits set out below.

- (a) Improved efficiency through sharing transaction costs, such as negotiation and drafting costs, between the notifying parties and SA Water.
- (b) Fairer contract terms than those which would be achievable through individual negotiations. Negotiating collectively will provide the notifying parties with additional bargaining power, which will act towards negating the unreasonable market power held by SA Water.
- (c) Lower water prices will mean that the notifying parties will be able to continue operating. This will ensure that hundreds of jobs within the region are not lost, and maintain current levels of competition within the horticultural industry.
- (d) Lower water prices will ensure that irrigators are able to continue to purchase the recycled water, assisting SA Water in fulfilling their obligations under the *Environmental Protection Act 1993*. In turn, it will prevent SA Water from suffering the cost of developing a new method of managing or processing wastewater, which could be passed onto SA Water's customers through higher rates and water bills, or more broadly to tax payers if such was funded through State Government grants.

Public detriment (including likely competitive effects)

- 11. Describe any detriments to the public that are likely to result from the notified conduct, including those likely to result from any lessening of competition. Provide information, data, documents, or other evidence relevant to the ACCC's assessment of the detriments**

The notified conduct will have no detrimental impact to the public. In particular:

- (a) It is the aim of the collective bargaining to have the cost of processing wastewater passed to those who create it (i.e. the 500,000 households in the region) rather than those who enable it to be disposed of in an environmentally effective way. This will equate to an additional cost of \$4 per year per household, which is likely to be significantly lower than the costs of SA Water developing a new method of processing the water should the purchasers cease trading.
- (b) The notifying parties are members of VIA only due to their geographic location and their requirement to irrigate. They are not all within the same industry, nor do they all compete with one another.
- (c) The notification is only on behalf of VIA's members, which represents a small portion of Australia's irrigators and horticultural industry.
- (d) The notifying parties will continue to negotiate with end customers separately on all terms, and where market cross-over exists between parties, continue to compete vigorously.

Contact details of relevant market participants

12. **Identify and/or provide names and, where possible, contact details (phone number and email address) for likely interested parties, such as actual or potential competitors, customers and suppliers, trade or industry associations and regulators.**

The purpose of the notification is to engage in collective bargaining with SA Water. Their details are as follows:

Name: South Australian Water Company

Telephone: 1300 729 283

Email: VirginiaPipelineScheme@sawater.com.au

Any other information

13. **Provide any other information you consider relevant to the ACCC's assessment of the notified conduct.**

- Contacts in the relevant SA government departments or other regulatory authorities to contact regarding the notification include:-
 - SA Water – Lynda Hamden, Manager Business Solutions, mob [REDACTED]
 - ESCOSA – Adam Wilson, CEO, ph [REDACTED]
 - EPA – Tony Circelli, CEO, ph [REDACTED]
 - PIRSA – Scott Ashby, CEO, [REDACTED]

Additional information for collective bargaining conduct only

14. **Confirm that the notifying party is not a trade union, an officer of a trade union or acting at the direction of a trade union.**

VIA is not a trade union, an officer of a trade union or acting at the direction of a trade union.

15. **Provide details (name, phone number, email address) of the persons who are current members of the group (contracting parties) on whose behalf the notification is lodged. If relevant, identify the classes of persons who may become contracting parties in the future and on whose behalf the notification is lodged.**

Please see Annexure 1 for the list of current members of contracting parties on whose behalf this notification is lodged.

Additional existing or future members of the VIA (who also have existing Customer Contracts with SA Water but whom are not expressly named in this notification for various reasons including difficulties with contacting some members) may also become contracting parties in the future.

A full list of the VIA's current members (including those who have already expressly consented and those who may become contracting parties in the future) who are also VPS customers of SA Water is attached as **Annexure 4**. VIA advises that other of its member irrigators who join the VIA and use the VPS (and are therefore not listed in Annexure 4) may also become contracting parties

- 16. Confirm each contracting party reasonably expects to make one or more contracts with the targets for the supply or acquisition of the relevant goods or services and that the value of each contract will not exceed AU \$3 million (or any other amount prescribed by regulation) in any 12 month period.**

Each contracting party expects to make one or more contracts with the target for the supply of the relevant goods and services.

All of the contracting parties are within the primary production industry. The contracts with SA Water are for the purchase of water supply and service which is an input used for the production of primary products.

Pursuant to regulation 71D of the *Competition and Consumer Regulations 2010*, the prescribed amount is AU \$5 million. The contracting parties confirm that the value of each contract will not exceed this figure within any 12 month period.

Declaration by notifying party

The undersigned declare that, to the best of their knowledge and belief, the information given in response to questions in this form is true, correct and complete, that complete copies of documents required by this form have been supplied, that all estimates are identified as such and are their best estimates of the underlying facts, and that all the opinions expressed are sincere.

The undersigned are aware that giving false or misleading information is a serious offence and are aware of the provisions of sections 137.1 and 149.1 of the Criminal Code (Cth).



Signature of authorised person

Office held:- Solicitor for the notifying parties via the Virginia Irrigation Association Incorporated

THOMAS LAUNCELOT CROMPTON

(Print) Name of authorised person

This 21st day of OCTOBER 2019

Annexure 1

List of the VIA's current members who are the contracting parties subject to this notification.

Sep 2019 Response	Customer Name	Address Line 1	Address Line 2	Suburb	State	Postcode	Landline Phone	Mobile Phone	Alt. Phone	Email Address
ACCC	A & F Guiducci									
ACCC	AC & I Costa									
ACCC	Virginia Fam Produce									
ACCC	Angelo Conti									
ACCC	Angelo Nominees Pty. Ltd.									
ACCC by phone	Angle Vale Producers									
ACCC	BALESTR N, J&P									
ACCC	Betacross Pty Ltd									
ACCC	CAFCAKIS, Emmanuel									
ACCC	Calvaresi & Son									
ACCC	Cavallaro Angle Vale									
ACCC	Chhen & Tuy									
ACCC	Cirillo, R									
ACCC	Costa Produce Pty Ltd									
ACCC	COSTA, Anthony Dominic									
ACCC	Costa, Phillip Dominic									
ACCC	D & M Marconianni									
ACCC	D & R Musolino									
ACCC	Dara Nimmualsan									
ACCC	Di Fava Farms									
ACCC	Don Girardi									
ACCC	F J V Schulze									
ACCC	Fred Azzumo									
ACCC	Fryer, Rodger									
ACCC by phone	Full Circle Industry Recycling									
ACCC by phone	G & M Bovallina									
ACCC by phone	Gawler Fam Fresh Pty. Ltd.									
ACCC by phone	Georgaras Bros. & Co									
ACCC	Ho, Tuan Anh									
ACCC	Jacobs, Clinton Waller									
ACCC	JD & MA Virgara									
ACCC	K EN, Rene									
ACCC	K PAROGLOU, J									
ACCC	K PAROGLOU, John									
ACCC	Kippe Nominees									
ACCC	Limavady Pty Ltd									
ACCC	Marando R & C									
ACCC	Marconianni Nominees Pty Ltd									
ACCC	Manfrotti, L & M									
ACCC	Mamona Produce									
ACCC	Musolino & Co									
ACCC	Musolino, Rocco									
ACCC	N H Produce									
ACCC	Nguyen, CL									
ACCC	Nicol & Son Produce Growers									
ACCC	Nicol Family Trust									
ACCC	Nicol Nominees Pty Ltd									
ACCC	PEZZANTI, N & W A									
ACCC	PEZZANTI, P & M									
ACCC	Pierson & Son Pty Ltd									
ACCC	Rowell, Peter									
ACCC	Ruggiero, A & V									
ACCC	Sharpe Almonds									
ACCC	TRAN, Minh Tam									
ACCC	TREV LYAN, R & R									
ACCC	Trimboli & Sons Pty Ltd									
ACCC	TR MBOLI, A & E									
ACCC	TR MBOLI, A & E									
ACCC	TR PODI V									

Annexure 2

VIA Certificate of Incorporation and certified copy of VIA Rules



SOUTH AUSTRALIA
Associations Incorporation Act 1985
Section 20(1)

Incorporation Number: **A22576**

Certificate of Incorporation

This is to certify that

VIRGINIA IRRIGATION ASSOCIATION INCORPORATED

is, on and from the twentieth day of September 1995
incorporated under the Associations Incorporation Act 1985.

Given under the seal of the Corporate Affairs Commission at Adelaide on this fifth
day of September 2019

A handwritten signature in black ink, appearing to be 'S. J. ...', written over a horizontal line.

Commissioner of Corporate Affairs



Form 6
ASSOCIATIONS INCORPORATION ACT
(Section 24(3))



SC 364808

APPLICATION FOR REGISTRATION OF ALTERATIONS
TO RULES

Reg. No. A0022576A
(to be completed by lodging party)

To the Corporate Affairs Commission

Re: Virginia Irrigation Association Incorporated.
(full name of association)

1. Anthony John Costanzo
(full name of public officer)

of 22 O'Roughlin Road Virginia S.A. 520
(residential address of public officer)

being the public officer of the abovenamed association, APPLY on behalf of this association to register the ~~*alteration~~/alterations to its rules as set out in clause 2.

2. The proposed ~~*alteration~~/alterations ~~*was/were~~ effected by a resolution the terms of which are ~~*set out~~ below in clause 5/~~set out in the annexure marked 'A' annexed.~~

3. The resolution was passed on 26 October 1998 at a meeting called and conducted in accordance with the rules of the association.

4. The nature of the alteration is—

- ~~*alteration to/rescission of rules numbered~~
- ~~*substitution of a new set of rules~~
- ~~*alteration to the name of the association~~

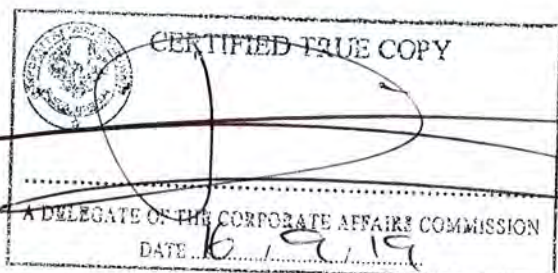
5. Resolution for alteration:

It was resolved that the Rules of the Association be substituted by the Rules of the Association in the form circulated to members with the notice of this meeting and annexed, hereto.
(details of resolution passed)

6. ~~*If the rules require the resolution to be approved or confirmed by some other person or body, provide details of when and by whom approval or confirmation was given:~~

.....
.....

\$2000
paid
11/19/98
10/27/1998



11/1
CE'S

Form 7
ASSOCIATIONS INCORPORATION ACT 1985
(Section 24(3)(b))

STATUTORY DECLARATION VERIFYING ALTERATION
TO RULES


I ANTHONY JOHN COSTANZO
(full name of public officer)
of 22 O'KOUGHAN ROAD VIRGINIA S.A. 5120
(residential address of public officer)
South Australia Business Manager
(occupation)

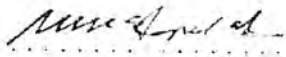
do solemnly and sincerely declare that:

1. I am the public officer of Virginia Irrigation Association
..... Incorporated.
2. The particulars of the alteration to the rules of the said incorporated association set out in the application for registration of alteration dated 10 October 19 98 annexed# to this declaration are true.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1936.

Declared before me at ADELAIDE
this 10th day of
October 19 98

Signed: 
Public Officer


Justice of the Peace
M. W. McDONALD
A Commissioner for taking
Affidavits in the Supreme
Court of South Australia

[The annexure is to be endorsed by the Justice of the Peace as follows:
"This is the annexure marked 'A' referred to in the statutory declaration of
made on the day of 19

Before me:.....
Justice of the Peace]



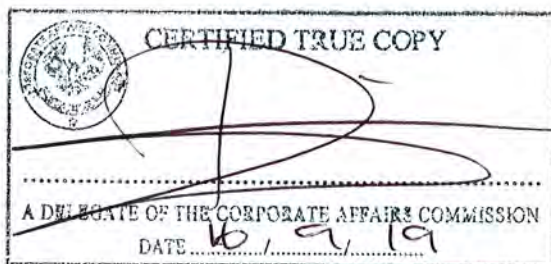
7. The application fee is tendered with this application.

DATED this 10th day of November 1998

Signed: [Signature] (Write Officer)

Name ANTHONY JOHN COSTANZO (Block Letters)

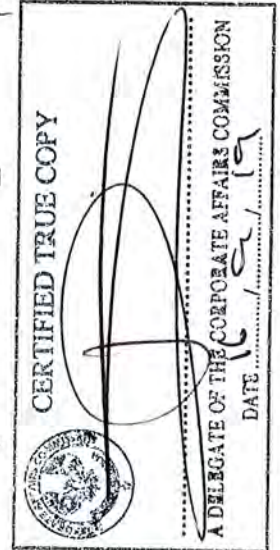
*Delete as necessary



This is the annexure referred to in paragraph 5 of the Application for Alteration to Rules of the Virginia Irrigation Association made by ANTHONY JOHN COSTANZO on the 10th day of November 1998.

RULES

M. W. McDonald
 M. W. McDONALD
 A Commissioner for taking
 Affidavits in the Supreme
 Court of South Australia
 10. 11. 98



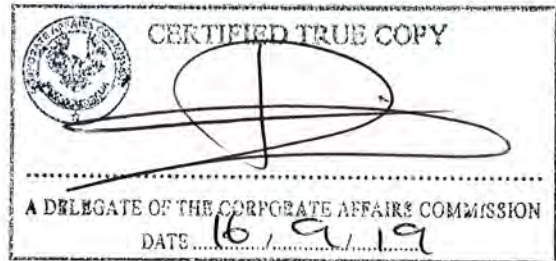
1. NAME

The name of the Incorporated Association is Virginia Irrigation Association Incorporated known herein as "the Association".

2. INTERPRETATION

In these rules, unless contrary intention appears:

- "BOOT Proprietor" means the original builder and owner of the Pipeline and its successors and assigns.
- "Chief Executive" means the Chief Executive Officer of the Association.
- "Committee" means the Committee of Management of the Association.
- "Customer" means a person who has entered into a contract for the purchase of water pursuant to the Customer Rules.
- "Customer Rules" means the amended Customer Rules dated July 1997 and any replacement or substitution of these Rules, under which the terms and conditions for the supply of treated water from the Bolivar Plant to Customers are set.
- "DEHHA licence holder" means a person referred to in Rule 5.1.1.
- "Deputy" means the Deputy President of the Association.
- "legal entity" includes a person, company, family or discretionary trust or partnership
- "meeting" means a General Meeting of members of the Association convened in accordance with these rules
- "member" means a member of the Association
- person" includes a company established under the Corporations Law
- "Pipeline" means the Virginia Pipeline Scheme.
- "Pipeline Management Committee" means the Pipeline Management Committee established pursuant to the operation of the Pipeline Management and Water Quality Agreement dated
- "Pipeline Water Quality Committee" means the Pipeline Water Quality Committee established pursuant to the operation of the Pipeline Management and Water Quality Agreement dated
- "President" means the President of the Association
- The "Act" means the Association Incorporation Act 1985
- The "Regulations" means the Association Regulations 1985
- "Virginia Irrigation District" means the area of land within the Northern Adelaide Plains region as determined from time to time by the Association



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"Virginia Pipeline Committee" means the committee formed prior to the establishment of the Association to initiate and develop the Project.

3. OBJECTS AND PURPOSES

3.1 Purpose

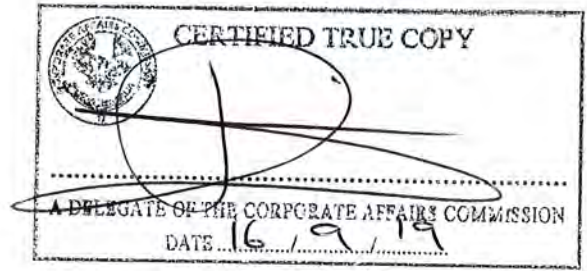
3.1.1 The Purpose of the Association is to:

- 3.1.1.1 facilitate the construction, operation and management of the water treatment and pipeline distribution system which will distribute recycled water from the Bolivar Treatment Plant throughout the Virginia Irrigation District ("the Virginia Pipeline Scheme"),
- 3.1.1.2 represent Customers and Customer's interests in relation to the Virginia Pipeline Scheme; and
- 3.1.1.3 by such means as are reasonably available facilitate better water resource management practices throughout the Virginia Irrigation District.

3.2 Objects

3.2.1 The objects of the Association are to:-

- 3.2.1.1 enter into such agreements or arrangements with the South Australian Government or its agencies as is consistent with establishment and operation of the Virginia Pipeline Scheme;
- 3.2.1.2 work co-operatively with the SA Water Corporation in relation to the planning and co-ordination of the Pipeline with the proposed upgrade of the Bolivar Sewerage Treatment Plant;
- 3.2.1.3 liaise as necessary on behalf of Customers who are members of the Association, with the SA Water Corporation and the BOOT Proprietor concerning the operation and management of the Pipeline the quality and volume of water supplied and any proposals to extend or alter the configuration of the Pipeline,



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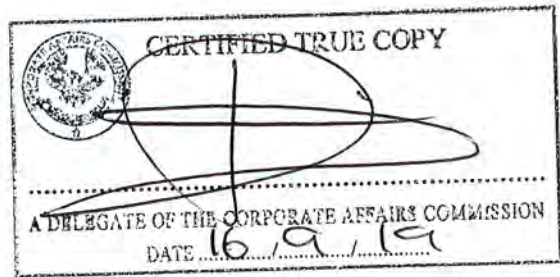
- 3.2.1.4 to work with and make submissions and representations to the South Australian and Commonwealth Governments and their agencies including local government councils on behalf of members, to ensure the continued viability of the Virginia Irrigation District as a prime horticultural production area;
- 3.2.1.5 to refer such matters as it may consider appropriate or other matters as are referred to it by members who are Customers, to the Pipeline Management Committee and to the Pipeline Water Quality Committee for consideration or adjudication in accordance with the Customer Rules;
- 3.2.1.6 encourage Customers and PEHHA licence holders to become members of the Association;
- 3.2.1.7 nominate representatives to the Pipeline Management Committee and the Pipeline Water Quality Committee and provide such support as those representatives may reasonably require to enable them to fulfil their duties;
- 3.2.1.8 liaise with and support the management and operation of the Virginia Horticultural Centre Inc,
- 3.2.1.9 at the end of the terms of the existing Customer contracts negotiate with the SA Water Corporation on behalf of members who are Customers revised terms and conditions for the continuing supply of water pursuant to the operation of the Customer Contract Renewal and Pipeline Management and Water Quality Agreement Extension Deed

4 Powers

The Association shall have all the powers conferred by Section 25 of the Act

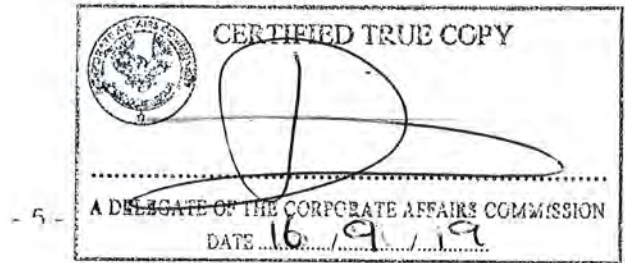
5 Membership

- 5.1 The following persons, and classes of persons may on application in writing in a form as specified, be admitted as members of the Association



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- 5.1.1 any person who holds a licence to take groundwater within the Virginia Irrigation District under the Water Resources Act or any other legislation from time to time in force;
- 5.1.2 any person who is a Customer; and
- 5.1.3 any local government authority within the area capable of being serviced by the Virginia Pipeline Scheme;
- 5.2 Where a person was at any time a member of the Association prior to the date of the 1998 Annual General Meeting that person shall be entitled to continue as a member of the Association subject to the payment of the annual subscription fees determined by the Association in accordance with Rule 6.
- 5.3 Where a person who is a member of the Association, has an interest in, is a shareholder or a partner in, as the case may be, a legal entity that is a Customer, then that legal entity shall be deemed to be a member of the Association provided that the legal entity shall be represented in any activities of the Association by that first mentioned person and shall not have any direct vote under these Rules but shall exercise any voting rights through that person's voting entitlement under these Rules.
- 5.4 Where a person has an interest in, is a shareholder or a partner in, as the case may be, a legal entity that is a member of the Association, that person shall be deemed to be a member of the Association provided that the person shall be represented in any activities of the Association by the legal entity and shall not have any direct vote under these Rules but shall exercise any voting rights through that legal entity's voting entitlement under the Rules.
- 5.5 Where a member is a local government authority, a company, partnership, or other corporate entity, one person must be nominated in writing to act on its behalf
- 5.6 A person who is nominated by a member referred to in 5.4 shall be treated as though that person were a member
- 5.7 All applications shall be considered by the Committee or its delegate, or delegates, and may be accepted or refused pursuant to these Rules
- 5.8 Upon acceptance of an application and the payment of any subscription fee the applicant shall become a member of the Association



5.9 The Committee may from time to time co-opt persons to provide expert assistance to the Association and such persons while so co-opted shall be deemed to be members of the Association for the period that they are so co-opted, but shall not be liable for the payment of any subscription fees.

6. Subscriptions

6.1 The subscription fees shall be as determined by the membership of the Association in general meeting.

6.2 Subscription fees shall be payable on the 1st July each year or at such other time as the Committee may determine from time to time.

6.3 Subject to Rules 5.2, 5.3 and 5.4 any member whose subscription is outstanding for more than three months after the due date for payment shall cease to be a member of the Association, providing always that the Committee may reinstate such a persons membership under such terms as it thinks fit.

7. Resignation

A person may resign from the Association by giving written notice thereof to the Chief Executive Officer of the Association, and any person so resigning shall be liable for any outstanding subscriptions which shall be recovered as a debt to the Association.

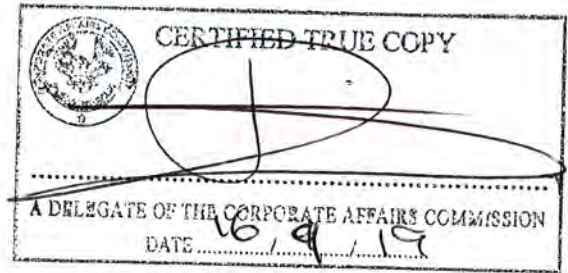
8. Expulsion of a Member

8.1 Subject to giving a member an opportunity to be heard or make a written submission the Committee may resolve to expel a member on a charge of conduct detrimental to the interests of the Association.

8.2 Particulars of the charge shall be communicated to the member no later than one calendar month prior to the meeting of the Committee at which the matter shall be determined.

8.3 The determination of the Committee shall be communicated to the member, and in the event of an adverse determination the member, subject to sub-rule 8.4, shall cease to be a member 14 days after the Committee has communicated its determination.

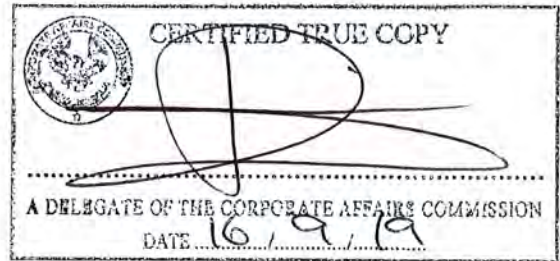
8.4 It shall be open to a member to appeal to the Association in General Meeting against the expulsion.



8.5 In the event of an Appeal under sub-rule 8.4 the membership of the appellant shall not be terminated unless the determination of the Committee is upheld by the Association in General Meeting after the appellant has been heard, and in such an event membership shall be terminated from the date of the General Meeting at which the determination of the Committee is upheld.

9. **The Committee of Management**

- 9.1 The affairs of the Association shall be managed and controlled exclusively by a Committee of Management which in addition to the exercise of any powers conferred by these rules, may exercise all such powers and do all such things as are within the objects of the Association, and are not required by the Act or these Rules required to be done by the Association in General Meeting.
- 9.2 The Committee shall have the power to appoint such officers and employees as are required to carry out the objects of the Association, including a public officer required by the Act, and may delegate any of its powers, except this power of delegation, to any person or group of persons to whom it thinks fit
- 9.3 The Committee shall comprise ten (10) persons including the President of the Association, who will preside at meetings of the Committee, the Deputy President of the Association, who will preside at meetings of the Committee in the absence of the Chairman, and such other persons as the Association in General Meeting deems fit to appoint as members of the Committee.
- 9.4 The first Committee of the Association shall be deemed to hold office until the date of the 1998 Annual General Meeting at which one half of the members of the Committee shall retire but shall be eligible for re-election. Any member of the Committee who resigned from the first Committee and was not replaced by the date of the 1998 Annual General Meeting is to be counted as if the person retired from the Committee at the date of the Annual General Meeting
- 9.5 At each subsequent Annual General Meeting the one half of the members of the Committee who have served for the longest period, including the President and Deputy President, shall retire but shall be eligible for re-election
- 9.6 A retiring member of the Committee shall be eligible to stand for re-election without nomination, but no person, not being a retiring member shall be eligible to stand for election unless a member of the Association has nominated them by delivering the nomination in writing and signed by the proposer and nominee to the Chief Executive Officer at least twenty four hours prior to the Annual



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General Meeting or by nomination from the floor at the Annual General Meeting.

- 9.7 Notice of all persons standing for election shall be delivered to all members of the Association with the Notice of Meeting for the Annual General Meeting at which the election is to take place.
- 9.8 If only the required number of persons are nominated to fill existing vacancies the Chief Executive Officer shall report that fact to the Annual General Meeting and the President shall declare such persons duly elected as Committee members.
- 9.9 The Committee may appoint a person to fill a casual vacancy on the Committee and that person shall hold office until the next Annual General Meeting.

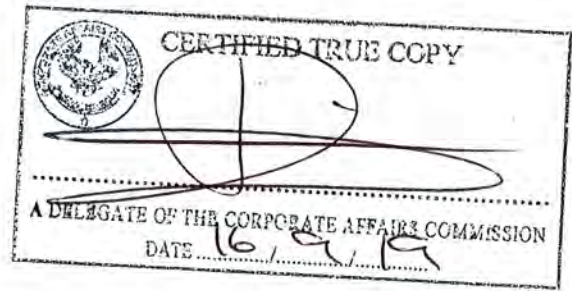
10. Disqualification of Committee Members

The office of committee member shall become vacant if a committee member is:

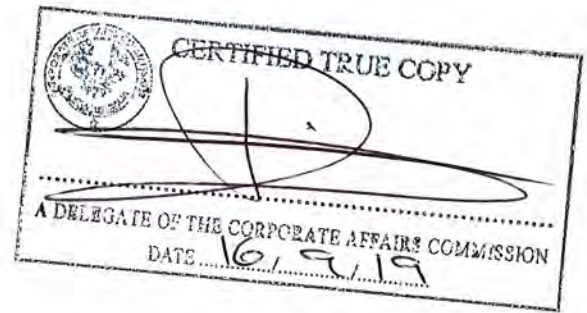
- 10.1 disqualified by the Act,
- 10.2 expelled under these rules,
- 10.3 permanently incapacitated by ill health,
- 10.4 absent without apology from more than three consecutive Committee meetings,
or
- 10.5 no longer the duly appointed member of a corporate member.

11. Proceedings of the Committee

- 11.1 The Committee shall meet at least once quarterly for the despatch of the business of the Association
- 11.2 Questions arising at any meeting shall be decided by a majority of votes and in the event of an equality of votes the President shall have a casting as well as a deliberative vote



- 11.3 In the absence of the President, the Deputy President shall preside at meetings of the Committee, and in the absence of the Deputy President and the President, a member elected from among those members present shall preside.
 - 11.4 A quorum for a meeting of the Committee shall be one half of the number of the members of the Committee eligible to vote.
 - 11.5 In the event that the number of members present at a committee meeting is less than a quorum the Committee may discuss any matter, but no matter can be put to a vote.
 - 11.6 A member of the Committee having a pecuniary interest in a contract with the Association shall disclose that interest to the Committee and shall not vote on any matter in respect of that contract.
12. **Roles and Functions of Officers of the Association**
- 12.1 The President:
 - 12.1.1 the President shall preside over meetings of the Committee and over meetings of the Association;
 - 12.1.2 the President may exercise such powers as are delegated to that office by the Committee from time to time.
 - 12.2 The Deputy President:
 - 12.2.1 the Deputy President shall fulfil the roles and functions of the President in the absence of that Officer;
 - 12.2.2 the Deputy President may exercise such powers as are delegated to that office by the Committee from time to time.
 - 12.3 The Chief Executive Officer:
 - 12.3.1 the Chief Executive Officer shall be responsible to the Committee for the administration, operation, and financial accounting, of the Association,



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12.3.2 the Chief Executive Officer shall be the Public Officer of the Association;

12.3.3 the Chief Executive Officer of the Association may exercise such powers as are delegated to that office by the Committee from time to time.

13. Borrowing Powers

13.1 Subject to this Rule the Association may borrow money from banks or other financial institutions upon such terms and conditions as the Committee sees fit, and may secure the repayment thereof by charging the property of the Association.

13.2 Subject to Section 53 of the Act the Association may invite and accept deposits of money from any person on such terms and conditions as it may determine from time to time.

14. Financial Year

The first financial year of the Association shall be the period ending on 30 June 1998, and thereafter a period of twelve months ending on 30 June each year.

15. Rules

15.1 Subject to approval by a resolution of members of the Association these Rules may be altered (including an alteration to name), or be rescinded and replaced by substituted rules. Such an alteration must be registered with the Commission as required by the Act.

15.2 The registered rules shall bind the Association and every member to the same extent as if they had respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.

16. The Seal

16.1 The Association shall have a common seal upon which its corporate name shall appear in legible characters.

16.2 The seal shall not be used without the express authority of the Committee, and every such use of the seal shall be recorded in the Minute Book of the

Association. The affixing of the seal shall be witnessed by the President, Chief Executive Officer and one other member of the Committee.

- 16.3 The seal shall be kept in the custody of the Chief Executive Officer or such other person as may be determined by the Committee from time to time.

17. Meetings of the Association

- 17.1 The Committee may call a special general meeting of the Association and shall call an annual general meeting in accordance with the Act.
- 17.2 Upon a requisition in writing of no less than 10% of the total number of members of the Association, the Committee shall within one month of the receipt of the requisition, convene a special general meeting of the Association for the purpose specified in the requisition.
- 17.3 Every requisition for a special general meeting shall be signed by the members making the requisition and shall state the purpose of the meeting.
- 17.4 If a special general meeting is not convened within one month as required by 17.2 the requisitioners may convene a special general meeting. Such a meeting shall be convened in the same manner as a meeting convened by the Committee, and for this purpose the Committee shall ensure that the requisitioners are supplied free of charge the particulars of all members who are entitled to receive notice of a meeting. The reasonable expenses of convening and conducting such a meeting shall be met by the Association.
- 17.5 Subject to 17.6 at least fourteen days notice of any general meeting shall be given to members. The notice shall give details of where and when the meeting will be held, and the nature and order of business to be transacted at the meeting. In the case of an annual general meeting the order of business at the meeting shall be the consideration of accounts and reports of the Committee and the auditors, the appointment of auditors and committee members if required, and any other business requiring the consideration of the Association in general meeting.
- 17.6 Notice of a meeting at which a special resolution is to be proposed shall be given at least twenty one days prior to that date of the meeting.
- 17.7 A notice shall be deemed to have been given to a member by the Association if it has been delivered to them personally, or sent to them by mail at the



address appearing as the postal address of that member in the Associations Register of Members, if that notice has been properly addressed and posted to the members by ordinary prepaid mail.

18. Proceedings at Meetings

- 18.1 A total of thirty (30) members entitled to vote present either personally or by proxy shall constitute a quorum at any general meeting.
- 18.2 If within sixty minutes later than the time appointed for the commencement of the meeting a quorum of members is not present, a special meeting convened on the requisition of members shall lapse. In any other case a meeting shall stand adjourned until the same day of the next week at the same time and place, and if at such an adjourned meeting a quorum of members is not present within sixty minutes later than the time appointed for the commencement of the meeting, the members present shall constitute a quorum.
- 18.3 The President of the Association, or if the President is not present, the Deputy President, or in their absence, or their declining to, or their retiring from the office, one of the committee members chosen by those present shall preside over any general meeting.
- 18.4 If the President or Deputy President is not present within thirty minutes later than the time appointed for the commencement of the meeting they shall be deemed to be not present
- 18.5 The President may with the consent of the meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than that business left unfinished from the meeting at which the adjournment took place
- 18.6 When a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given as if that meeting were an original meeting of members
- 18.7 Any resolution put to a vote at a general meeting may be decided on a show of hands or by secret ballot if the majority of members present so direct



19. Minutes

- 19.1 Minutes of the proceedings of all meetings of the Association, the Committee, or an *ad hoc* standing sub-committees shall be entered within one month after the end of each meeting, and placed in minute books kept for that purpose.
- 19.2 The minutes kept pursuant to Rule 19.1 shall be signed by the member presiding over the meeting for which the minutes were written or by the member presiding over the next meeting.
- 19.3 Where minutes are entered and signed they shall until the contrary is proved be evidence that the meeting was convened and duly held and that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at that meeting shall be deemed to be valid.

20. Voting Rights

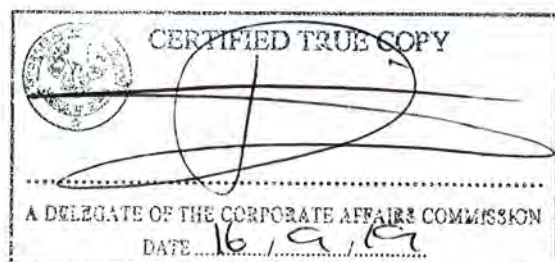
- 20.1 Subject to these rules each member present at a meeting either personally or by proxy shall be entitled to vote at that meeting.
- 20.2 The vote of each member shall be given an equal value
- 20.3 In respect of the Committee of Management and any other committees either standing or *ad hoc* all members appointed to such committees shall be entitled to vote at meetings of that committee on the basis of one vote with one value.
- 20.4 A member who is a natural person shall be entitled to appoint in writing, in the form prescribed by the Association, another person, whether or not that person is a member of the Association, to attend any meeting of the Association and vote on their behalf.

21. Accounts

The Association shall keep such accounting records as are necessary to correctly record and explain the financial transactions and the financial position of the Association

22. Winding Up

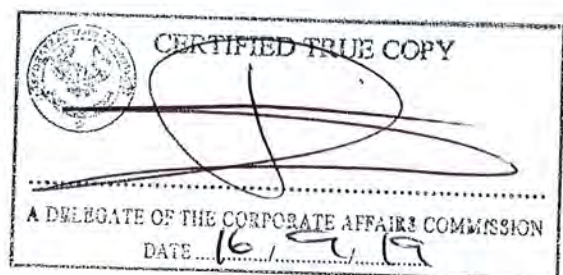
The Association may be wound up in a manner provided for in the Act



23. Application of Surplus Assets

- 23.1 Subject to the agreement of the Commission any surplus assets of the Association will, in the event of the winding up of the Association be distributed equally among the members.

- 23.2 In the event of the transfer of the activities of the Association to another body established pursuant to another Act of Parliament all property, assets and debts, of or belonging to the Association shall be transferred to that other body, subject to a resolution of the Association and the agreement of the Commission.



Annexur 3

Renewal Deed

(Strictly confidential)

Annexure 4

Current VIA members who are customers of the VPS (potential future contracting parties)

qryCustomerDetailsExport

Customer Number	Code	Customer Name	Address Line 1	Address Line 2	Suburb	State	Postcode	Landline Phone	Mobile Phone	Alt. Phone
351	GUIDTO63	A & F Guiducci								
423	VOANHK99	A K Vo & H M Nguyen								
345	WILLEN45	A R Williams & B K Oakey								
263	COSTNY06	AC & I Costa								
350	ACLATD55	Aclaw Pty Ltd								
4	ADELTD33	Adelview Pty Ltd								
6	AGOSTD12	Agostino Nominees Pty Ltd								
445	LEONEA85	Andrea & Karina Leonello								
337	CONTLO87	Angelo Conti								
204	ANGETD73	Angelo Nominees Pty. Ltd.								
241	FAZZUS28	Angle Vale Producers								
388	ANTOAS99	ANTONAS, Ilias								
378	AYDIUH56	AYDIN, Nuh								
420	BAKONY18	Bakopanos, Tony								
306	BALEHN94	BALESTRIN, J&P								
419	BAHWAM16	Bassam Bahwach								
10	BATTGJ38	Battye, DJ & GJ								
443	BAYLTS60	Baylies Road Property Investme								
12	BERGPL10	Bergamin Holdings P/L								
210	BETATD03	Betacross Pty Ltd								
377	BODUAN62	BODUK, Hasan								
15	BOLLLA24	Bollella								
382	BRAHEW89	BRAHAM, A W & Z								
394	BROWER60	BROWN, Peter John								
284	BTRENS22	BTR Excavations								
79	LEDAEN98	Bui, Dang & Nguyen								
356	MECOCE14	C & E Mecozzi Pty Ltd								
381	CAFCEL03	CAFCAKIS, Emmanuel								
20	CALVON15	Calvaresi & Son								
371	CAVAIC82	Cavallaro Angle Vale								
425	CELDES53	Celdon Nominees Pty Ltd								
447	CHAUEN21	CHAU, Thien								
25	CHHEUY28	Chhen & Tuy								
227	CIRIRT90	Cirillo, R								
29	COCCRS10	Cocci Brothers								
338	CONTIN87	Colin Conti								
332	GLASTD00	Como Glasshouse Pty Ltd								
30	CONSUB59	Constellation Model Flying Clu								
367	COSTTD77	Costa Produce Pty Ltd								
368	COSTNY77	COSTA, Anthony Dominic								
209	COSTIC27	Costa, Phillip Dominic								
321	PELLNO96	D & L Pellicone								
95	MARCNS48	D & M Marcoianni								
473	MUSONO52	D & R Musolino								
328	NGUYAI58	D P & T T Nguyen								
370	DAMITO37	DAMIANI, Renato								
359	DANGHI53	DANG, Thi Hong Lien								
267	DANHON68	DANH, Son								
260	DANHOT48	Danh, Vot								

459	THANNY01	Danny Thanh
468	NIMNRA97	Dara Nimnuaisan
41	DIFAMS27	Di Fava Farms
465	LYDIEN14	Dien Quoc Ly
432	PHUONH52	Dinh Phuong
43	DINHAN81	DINH, Hoa & Nhi Tran
399	DINHAN52	DINH, Van Phe
307	GIRARD25	Don Girardi
225	DONGLY85	Dong, XL
417	VUTHAI64	DT & TP Vu & Womma Corp P/L
202	DUONAN95	Duong & Tran
407	RENTUL39	Emmanuel Rentoulis
349	SCHUNK82	F J V Schulze
463	AZZUED21	Fred Azzurro
334	KANGON37	Fresh Ag Fruit Producer SA
214	FRYEER14	Fryer, Rodger
237	FULLPL01	Full Circle Industry Recycling
217	BOVAGI25	G & M Bovalina
392	GAGLCK55	GAGLIARDI, Patrick
464	GAWLTD68	Gawler Farm Fresh Pty. Ltd.
57	GEORCO62	Georgaras Bros. & Co
441	JONEEG88	Greg Jones
412	DOUANE36	H & S Douangdara
444	TRANNH67	H M Tran & T N L Huynh
255	HADJOS90	Hadjisoteriou, Sam & Angela
472	TONHAI99	Hai Ton
313	HANSLA95	HANSONGKRAM, La
271	HOKIEN45	HO, Kien Thi
63	HOTUNH47	Ho, Tuan Anh
421	LYHOR364	Hor Ly
462	VOHUNG94	Hung Vo
451	THACUY61	Huy Cuong Thach
252	HUYNHA22	Huynh, M H & Nguyen, K P
107	MILTAM28	HUYNH, Tan Co
331	HUYNNH23	HUYNH, Thanh M
323	HUYNEU60	HUYNH, Thieu Minh
389	HWANGU03	HWANG, G C & V V Hwang
68	IULICO61	Iuliano, Francesco
343	BOWEER91	J & J Bowering
375	JACKRK32	JACKSON, Mark A
257	JACOON29	Jacobs, Clinton Waller
414	VIRGPH88	JD & MA Virgara
233	JEFFLS88	Jeffries Garden Soils
435	LIJIAN89	Jianlu Li
398	JOHNIS26	JOHNSON, Dennis
317	KHATOT27	KHAT, Maot
335	LEMETH54	Kien Sac
268	KIENOI15	KIEN, Loi
288	KIENNE29	KIEN, Rene
439	XUYEIM77	Kim Xuyen Pty Ltd

283	KIMMMY71	KIM, M & H B T Nguyen
319	KIMYH164	KIM, Yen Thi
262	KINGAU85	KING, Chau
72	KIPAUJ27	KIPAROGLOU, J
384	KIPAHN27	KIPAROGLOU, John
383	KIPPES27	Kippo Nominees
203	KONTOS19	Kontopoulos Family Trust
213	LAFTCE41	Laftsis Fresh Produce
298	LAKKIM22	LAK, Kim
322	LAMHOL73	LAM, Hol
266	LAMTEN46	LAM, Thien
84	LETRAN45	Le & Tran
83	LEPRRS32	Le Producers
254	LEHOAN27	LE, Hoang Diep
330	LEMINH74	LE, Minh Tanh
82	LEPHEN07	Le, Phan & Phan, Nguyen
326	LEVAHA72	LE, Van Kha
354	LEVAEN13	LE, Van Tien
78	LEAVCG53	Leav, PN & CG
81	LEOVTA96	LEO, Vincenzo & Antonietta
406	LIMATD20	Limavady Pty Ltd
386	LIQUOM51	LIQUILIOS, Tom & Mary
315	LOCTAI88	LOC, Tai Van
212	LUONNH18	Luong T C
286	LUUHAN03	LUU, Han Cui
93	LYSONH93	Ly, Son Minh
415	MAITOI03	MAI, Thi Tuoi
94	MARARC59	Marando R & C
251	MARATD00	Maranello Holdings Pty Ltd
96	MARCST81	Marcioloni Nominees Pty Ltd
97	MARILM73	Marifioti, L & M
456	CASTIO20	Mario Castafaro
344	MARRTA91	Marrone Produce
102	MEACUY36	Meach & Tuy
287	REDCE56	Minh Hoang Nguyen
380	MONGNH88	MONG, Thanh
110	MUSINK51	Musico, Frank
112	MUSOCO76	Musolino & Co
111	MUSOCO00	Musolino, Rocco
431	PRODNH82	N H Produce
390	NGUYOI27	N T Nguyen
276	NERITD61	Nerida Pty Ltd
400	NGOONG67	NGO, Cong Dinh
123	NGUYTN84	Nguyen & Hong, M X & T N
238	NGUYUY45	NGUYEN TDP & HTD
116	NGUYBV69	Nguyen, BV
117	NGUYCL90	Nguyen, CL
346	NGUYCU04	NGUYEN, Cuong Quoc
410	NGUYEL08	NGUYEN, Michael L H Q
120	NGUYNG12	Nguyen, Phu Cuong

376	NGUYAN98	NGUYEN, V T & N D Ma
352	NGUYAN17	NGUYEN, Van Hieu
454	HEANEY81	Nhey Hean & Kesar Ou
128	NICOTD25	Nicol & Son Produce Growers Pt
347	NICORE48	Nicol Family Trust, The
129	NICOTD34	Nicol Nominees Pty Ltd
248	NOVACE33	Nova Produce
460	CAOVAN81	Nu Cao
355	DANGPV62	P V Dang & T T X Luong
363	PEMBRT32	PEMBERTON, Stuart & Jane
364	PEZZAS32	PEZZANITI, N & W A
365	PEZZUL97	PEZZANITI, P & M
236	PHANNH69	Phan, Hung Thanh
133	PHANTV86	Phan, T V
429	NGUYOC22	Phuoc Huu Nguyen
437	KHUUOC35	Phuoc Vinh Khuu
135	PIERTD32	Pierson & Son Pty Ltd
219	PISCTD55	Piscioneri Bros Pty Ltd
136	PLAYOF22	Playford, City of
192	PLEATD00	Pleasant Vale Pty Ltd
434	LEAVCG49	PN & CG LEAV & others
310	PONDTD55	Pondeen Pty Ltd
449	LAMANG06	Quang Liem Lam
249	RAINSH26	Rainbow Fresh
342	RAINGS26	Rainforest Holdings Pty Ltd
457	KEIJRT10	Robert Keijzer
143	ROWEER63	Rowell, Peter
145	RUGGAV87	Ruggiero, A & V
341	CASSIA03	S Cassoudakis
327	SENGNG41	S Kong, H Kong & H Phung
300	GOGGAM60	Sam Goggins
151	SAMACA25	Samardzic, Danica
309	SAMULY43	Samuol Ly
413	LYHUOT37	San Quoc Thi Nguyen
154	SARENG37	Sarer, Tang
320	SEEDRS11	Seed Distributors Pty Ltd
158	SHARJN50	Sharpe Almonds
379	SISSNY49	SISSIS, Johnny
336	MUTHTH10	Soeuth Muth
269	SONDAT68	SON, Dat
312	SONSAM97	SON, Sam
161	SONTNA50	Son, Thina
274	SPEETD77	Speedway City Pty Ltd
401	STAVRO91	STAVROU, Sophia
458	HUYNAN00	T C Huynh & T M D Ma
215	TDVUCE96	T D Vu Fresh Produce
333	PHAMNG09	T H Pham & N D Nguyen
199	TANGOE03	Tang, Kim Sroe
289	TEAVOL43	TEAV & YAY, Sophol & Kim
391	TEMPAN63	TEMPLAR, B A, M F & I P

395	TESTES15	TESTER, James & Christine
324	THACEN24	THACH, Dien
393	THACEL20	THACH, Kel
299	THACOL83	THACH, Noul & Lien Son
259	THACNG44	Thach, Sal
265	THACNI80	THACH, Sami
325	THACMI80	THACH, Sami
167	THACEN82	Thach, Sen
165	THACON10	THACH, Son
166	THACMI73	THACH, Vathani
361	NGUYAN16	Thanh Van & Trung NGUYEN
455	PHANST98	The Phan Family Trust
360	SONIEN18	Thi Nien Son
305	VANGHO65	Thien Tu Huynh & Van Hiep Vo
467	THOMCE55	Thomas Foods Int Fresh Produce
470	HUYNAN31	Thuan Tan Huynh
427	SONUNG26	Thung Son & Others
411	TRANHI84	TRAN & BOU, TKD & SH
430	TRANNG63	Tran H, Le V, Tran V & Huynh T
452	KIENAN17	Tran Thanh Kien
232	TRANNG62	TRAN, Dung Dang & Khoa Dang
247	TRANUC83	TRAN, Hinh Duc
397	TRANNH24	TRAN, Minh Tam
374	TRANOC93	TRAN, Ngoc Anh
178	TREVR88	TREVILYAN, R & R
180	TRIMTD23	Trimboli & Sons Pty Ltd
292	TRIMIO48	TRIMBOLI, A & E
329	TRIMIA48	TRIMBOLI, A & E
181	TRIPV38	TRIPODI, V
229	TRUOET27	TRUONG, Het Van & CHAO, Tha
200	TSIRER69	TSIROS, Peter
471	NGUYHI83	TTH Nguyen & DH Nguyen
446	UTVAAN08	Ut Van Tran
294	RASCES54	V S Raschella Nominees Pty Ltd
450	THACAS05	V Thach & T B T Truong
422	TRANAN77	Van Dat Tran
387	VERSIC66	VERSACE, Dominic & Maria
448	MCFKI08	Viki McFarlane
461	PHANNH96	Vinh Phan & Minh Tam Tran
221	HORTRE00	Virginia Horticulture Centre
244	VOTHBA89	Vo Investments
270	VOBANG73	VO, Ba Tong
240	VOZZOE67	Vozzo, J, A, R, M & R
436	VUFAST94	Vu Family Investment Trust
402	VUDINH35	VU, Dinh Thi
186	WAIGRL44	Waight, R & L
301	EMANIO22	Waterloo Roses
201	METAGE37	Woodstock Nurseries
187	YARRTE01	Yarra Vale Estate
358	YAOEUN52	YAV, Choeun & CHAN, Sear

372	YONNDY09	YON, Vandy	
469	TRUONG19	You Yeung Truong	
190	ZEREGS96	Zerella Holdings	