



# Government Gazette

OF THE STATE OF  
NEW SOUTH WALES

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## LEGISLATION

### Assents to Acts

#### ACTS OF PARLIAMENT ASSENTED TO

**Legislative Assembly Office, Sydney, 22 April 2002**

It is hereby notified, for general information, that Her Excellency the Governor has, in the name and on behalf of Her Majesty, this day assented to the undermentioned Acts passed by the Legislative Assembly and Legislative Council of New South Wales in Parliament assembled, viz.:

Act No. 8, 2002 - An Act to appropriate additional amounts out of the Consolidated Fund for the years 2001-2002 and 2000-2001 for the purpose of giving effect to certain Budget variations required by the exigencies of Government. **[Appropriation (Budget Variations) Act]**

Act No. 9, 2002 - An Act to amend the First Home Owner Grant Act 2000 to make further provision with respect to the first home owner grant scheme; and for other purposes. **[First Home Owner Grant Amendment Act]**

Act No. 10, 2002 - An Act to amend the Motor Accidents Compensation Act 1999 to exclude, temporarily, liability for acts of terrorism from the coverage provided by compulsory third-party insurance under that Act. **[Motor Accidents Compensation Amendment (Terrorism) Act]**

Act No. 11, 2002 - An Act to amend the Road Transport (General) Act 1999 to reduce the opportunity for avoidance of infringement notices for operator onus offences; and for other purposes. **[Road Transport (General) Amendment (Operator Onus Offences) Act]**

Russell D. Grove PSM  
Clerk of the Legislative Assembly

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## Proclamations

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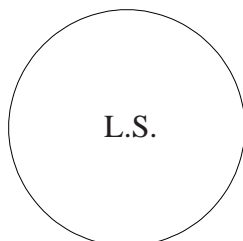
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# Roman Catholic Church Communities' Lands Act 1942 No 23—Proclamation

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 2 (2) of the *Roman Catholic Church Communities' Lands Act 1942*, do, by this my Proclamation, add the canonical name of "Community Animation Service, Movement for a Better World" to column 1 of the Second Schedule to that Act, and add to column 2 of that Schedule opposite that name the corporate name of the "Trustees for the Community Animation Service, Movement for a Better World".

Signed and sealed at Sydney, this 24th day of April 2002.



By Her Excellency's Command,

BOB DEBUS, M.P.,  
Attorney General

GOD SAVE THE QUEEN!

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### Explanatory note

The Second Schedule to the *Roman Catholic Church Communities' Lands Act 1942* contains canonical and corporate names of certain Roman Catholic orders, congregations, communities, associations and societies. By virtue of being listed in that Schedule, each such organisation is a **community** as defined in the Act, and by virtue of the Act, the trustees for the community become a body corporate and acquire the powers conferred by the Act in relation to property held by them.

This proclamation adds the Community Animation Service, Movement for a Better World and the corporate name of the trustees of that organisation to the Second Schedule to the Act.

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## Regulations

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# Health Care Liability Amendment Regulation 2002

under the

Health Care Liability Act 2001

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Health Care Liability Act 2001*.

CRAIG KNOWLES, M.P.,  
Minister for Health

### Explanatory note

The objects of this Regulation are:

- (a) to prescribe certain additional classes of medical practitioners as health care providers for the purposes of the *Health Care Liability Act 2001*, and
- (b) to exempt certain classes of medical practitioners from the requirement under that Act to be covered by approved professional indemnity insurance.

This Regulation is made under the *Health Care Liability Act 2001*, including sections 4 (1), 19 (4) (b) and 34 (the general power to make regulations).

Clause 1            Health Care Liability Amendment Regulation 2002

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## **Health Care Liability Amendment Regulation 2002**

### **1 Name of Regulation**

This Regulation is the *Health Care Liability Amendment Regulation 2002*.

### **2 Amendment of Health Care Liability Regulation 2001**

The *Health Care Liability Regulation 2001* is amended as set out in Schedule 1.

Health Care Liability Amendment Regulation 2002

Amendments

Schedule 1

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## Schedule 1 Amendments

(Clause 2)

### [1] Clause 3 Definitions

Insert at the end of the clause:

- (2) Notes in the text of this Regulation do not form part of this Regulation.

### [2] Clause 4

Omit the clause. Insert instead:

#### 4 Definition of “health care provider”—additional classes of medical practitioners

The following medical practitioners are prescribed for the purposes of the definition of *health care provider* in section 4 (1) of the Act:

- (a) a medical practitioner who causes or has caused (wholly or partly) an injury or death that gives rise to, or has given rise to, a health care claim and whose civil liability in respect of the injury or death is, irrespective of whether it occurred before or after 1 January 2002, covered by an indemnity arrangement established or entered into by the State or the Commonwealth to cover civil liability,
- (b) a medical practitioner whose civil liability in respect of an injury or death that gives rise to a health care claim is not covered by approved professional indemnity insurance because the medical practitioner is or was exempt, as provided by clause 7, from the approved insurance requirement.

**Note.** Section 4 (3) (a) of the Act provides that a reference to a medical practitioner includes, if the medical practitioner conducts his or her practice by means of a practice company, a reference to the medical practitioner’s practice company.

## Health Care Liability Amendment Regulation 2002

## Schedule 1 Amendments

**[3] Clause 5 Exemption from approved insurance requirement**

Insert “while practising medicine in New South Wales” after “kind” in clause 5 (1) (b).

**[4] Clause 5 (1) (e)–(g)**

Insert after clause 5 (1) (d):

- (e) a medical practitioner whose medical practice does not include the provision of health care or medical opinion in respect of the physical or mental health of a person,
- (f) a medical practitioner who, while practising medicine, is covered by an indemnity arrangement established or entered into by the State or the Commonwealth to cover civil liability,
- (g) a medical practitioner who, while practising medicine in accordance with a function conferred or imposed by or under any State or Commonwealth Act or regulation, does not, under that Act or regulation, incur any personal liability.

**[5] Clause 5 (1A)**

Insert after clause 5 (1):

- (1A) An exemption under subclause (1) (b)–(g) applies to a medical practitioner only to the extent to which the medical practitioner practices medicine in the circumstances described in the exemption concerned.

**[6] Clause 5 (2)**

Omit “The exemption”.

Insert instead “Without limiting subclause (1A), the exemption”.

Health Care Liability Amendment Regulation 2002

Amendments

Schedule 1

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**[7] Clause 7 Exemption for limited period after cessation of insurer's business**

Insert at the end of the clause:

- (2) The reference in subclause (1) to the cessation of business of an insurer includes a reference to the appointment of a liquidator, administrator or controller (within the meaning of the *Corporations Act 2001* of the Commonwealth) in respect of the insurer's business.

## Public Authorities (Financial Arrangements) Amendment (Rail Fleet Services Limited) Regulation 2002

under the

Public Authorities (Financial Arrangements) Act 1987

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Public Authorities (Financial Arrangements) Act 1987*.

MICHAEL EGAN, M.L.C.,  
Treasurer

### Explanatory note

Rail Infrastructure Corporation is an authority declared by regulations made under section 24 of the *Public Authorities (Financial Arrangements) Act 1987* to have the investment powers described in Part 2 of Schedule 4 to that Act.

The object of this Regulation is to expand the investment powers of Rail Infrastructure Corporation by prescribing an additional investment power under Schedule 4 that gives it the power to invest up to \$7.38 million in Rail Fleet Services Limited (ACN 090 681 566) on terms and conditions approved by the Treasurer.

This Regulation is made under the *Public Authorities (Financial Arrangements) Act 1987*, including section 43 (the general regulation-making power) and clause 3 (f) of Schedule 4.



Clause 1            Public Authorities (Financial Arrangements) Amendment (Rail Fleet Services Limited) Regulation 2002

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## **Public Authorities (Financial Arrangements) Amendment (Rail Fleet Services Limited) Regulation 2002**

### **1 Name of Regulation**

This Regulation is the *Public Authorities (Financial Arrangements) Amendment (Rail Fleet Services Limited) Regulation 2002*.

### **2 Amendment of Public Authorities (Financial Arrangements) Regulation 2000**

The *Public Authorities (Financial Arrangements) Regulation 2000* is amended as set out in Schedule 1.

## **Schedule 1 Amendment**

(Clause 2)

### **Clause 52G**

Insert after clause 52F:

#### **52G Additional investment—Rail Infrastructure Corporation**

The following additional investment is prescribed in respect of Rail Infrastructure Corporation for the purposes of clause 3 (f) of Schedule 4 to the Act:

Investment, made on terms and conditions approved by the Treasurer, in connection with Rail Fleet Services Limited (ACN 090 681 566) not exceeding a total investment of \$7,380,000.

# Residential Parks Amendment Regulation 2002

under the

Residential Parks Act 1998

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Residential Parks Act 1998*.

JOHN AQUILINA, M.P.,  
Minister for Fair Trading

## Explanatory note

This Regulation makes various amendments to the *Residential Parks Regulation 1999*. The objects of these amendments are as follows:

- (a) to remove an exemption from the requirement that park owners give rent receipts and keep rent records for residents who are employees of the park owner and whose rent is deducted from their salary or wages,
- (b) to allow a park owner who installed a lock or other security device before the commencement of section 30 of the *Residential Parks Act 1998* (*the Act*) to charge a maximum refundable fee of \$15 for providing a key or other opening device to certain residents who were tenants before that commencement,
- (c) to provide that a resident is not required to pay charges for gas supplied by the park owner unless the gas supply is accurately metered,
- (d) to make it clear that a resident is required to pay only septic pumpout charges relating to the resident's use of the premises, and not any charges relating to a previous resident's occupation,
- (e) to prescribe additional matters about which park rules may be made, and an additional function to be exercised by a Park Liaison Committee,

## Residential Parks Amendment Regulation 2002

Explanatory note

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- (f) to provide that where a resident leaves a moveable dwelling at a park, the park owner cannot dispose of the dwelling without authorisation from the Residential Tribunal,
- (g) to prescribe forms for notifying residents who leave goods at a park that the goods have been placed in storage and will be disposed of,
- (h) to make it clear that a park owner is entitled to recover the cost of notifying the resident that uncollected goods have been stored,
- (i) to allow records of rent receipts to be kept in electronic form,
- (j) to make it clear that it is not mandatory for a deed of assignment to be in a form set out in Schedule 5 to the Regulation,
- (k) to prescribe certain offences under the Act as offences for which a penalty notice may be given, and to specify the short descriptions of those offences,
- (l) to increase the maximum monetary penalty that may be imposed by a Local Court from 50 penalty units to 100 penalty units,
- (m) to amend the standard forms of tenancy agreements so as:
  - to provide for information about the supply of gas and electricity to be included in agreements, and
  - to reflect the changes made by this Regulation, and
  - to further explain certain rights and obligations of residents and park owners.
- (n) to prescribe an additional standard form of tenancy agreement with respect to land that is reserved or dedicated under the *National Parks and Wildlife Act 1974*.

This Regulation is made under the *Residential Parks Act 1998*, including sections 8, 36, 41, 62, 66, 134, 148, 149 and 155 (the general regulation-making power) of the Act and clause 8 of Schedule 1 to the Act.

Residential Parks Amendment Regulation 2002

Clause 1

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## **Residential Parks Amendment Regulation 2002**

### **1 Name of Regulation**

This Regulation is the *Residential Parks Amendment Regulation 2002*.

### **2 Amendment of Residential Parks Regulation 1999**

The *Residential Parks Regulation 1999* is amended as set out in Schedule 1.

## Residential Parks Amendment Regulation 2002

Schedule 1 Amendments

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**Schedule 1 Amendments**

(Clause 2)

**[1] Clause 6 Exemptions relating to rent records**

Omit the clause.

**[2] Clause 7 Standard form of residential tenancy agreement: sec 8**Insert “or an agreement with respect to land reserved or dedicated under the *National Parks and Wildlife Act 1974*” after “residential site agreement” wherever occurring in clause 7 (1) (c) and (d).**[3] Clause 7**

Insert at the end of clause 7 (1):

, or

- (e) in the case of an agreement that creates a tenancy with respect to land reserved or dedicated under the *National Parks and Wildlife Act 1974*—the form set out in Schedule 4A.

**[4] Clause 12A**

Insert after clause 12:

**12A Fees for park access devices installed before commencement of section 30**

- (1) For the purposes of clause 8 of Schedule 1 to the Act, the maximum amount that a resident under an existing residential tenancy agreement may be required to pay for the cost of providing a key or other opening device for a lock or other security device installed before the commencement of section 30 of the Act is:
  - (a) in the case of a resident who has paid a rental bond in relation to the existing residential tenancy agreement—nil, or

Residential Parks Amendment Regulation 2002

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Schedule 1

(b) in the case of a resident who has not paid such a rental bond—\$15 which is refundable on surrender of the key or device to the park owner.

(2) For the purposes of clause 8 of Schedule 1 to the Act, the maximum amount that a resident under an existing residential tenancy agreement may be required to pay for the cost of providing a replacement key or other opening device for a lock or other security device installed before the commencement of section 30 of the Act is \$15.

**[5] Clause 13 Prescribed charges payable by resident: sec 36**

Insert after clause 13 (1):

(1A) However, a resident is not required to pay any gas consumption charges for gas supplied by a park owner to the resident unless the gas is supplied through a gas meter that has been tested, sealed and stamped in accordance with the *Gas Supply (Gas Meters) Regulation 1997*.

**[6] Clause 13 (2) (a)**

Omit “used in connection with the residential premises”.

Insert instead “arising from the use of the residential premises by the resident”.

**[7] Part 4A**

Insert after clause 15:

## **Part 4A Park rules and park living**

### **15A Additional matters for park rules: sec 62**

For the purposes of section 62 (2) (j) of the Act, the following matters are prescribed:

- (a) waste recycling,
- (b) safety of persons and property within the residential park,
- (c) the storage and repair of motor vehicles, boats and trailers,

## Residential Parks Amendment Regulation 2002

## Schedule 1 Amendments

(d) means of transportation within the residential park.

**15B Additional functions for Park Liaison Committee: sec 66**

For the purposes of section 66 (5) (h) of the Act, the function of assisting the park owner in developing a policy for supervising the placing of notices on park notice boards is prescribed.

**[8] Clause 17 Options available to park owner when goods (other than moveable dwellings) not collected**

Omit “sell the goods than the goods are worth” from clause 17 (4).  
Insert instead “sell the goods (other than any moveable dwelling) than those goods are worth”.

**[9] Clause 17 (4)**

Insert “(other than any moveable dwelling)” after “dispose of the goods”.

**[10] Clause 18 Notice to resident that goods are in storage**

Omit the clause. Insert instead:

**18 Notice to resident that goods are in storage**

- (1) When goods are stored by the park owner or park manager, the park owner or park manager must:
  - (a) give the resident written notice that the goods have been stored, and
  - (b) publish a notice that the goods have been stored in a newspaper circulating generally throughout the State.

The notices must be given and published within 7 days after the goods are stored.

- (2) The notice referred to in subclause (1) (a) may (in addition to any other way in which it may be given) be given to the resident by being sent by post to the resident at the last forwarding address known to the park owner or park manager.
- (3) The notice referred to in subclause (1) (a) may, instead of being given to the resident, be given to a representative nominated by the resident before the resident vacated the residential premises.

## Residential Parks Amendment Regulation 2002

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## Schedule 1

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- (4) The notice referred to in subclause (1) (a) must contain the following:
- (a) the park owner's name and address, or an address at which the goods can be claimed,
  - (b) the resident's name,
  - (c) the address of the residential premises (including the site number, where appropriate),
  - (d) a brief description of the goods and, if the goods are or include a moveable dwelling, a description of the moveable dwelling,
  - (e) a statement that, on or after a specified date the goods (other than any moveable dwelling) will be sold by public auction unless they are first claimed, and any reasonable costs of removal, storage, notice of storage and sale (including the cost of advertising the sale) are paid,
  - (f) if the goods are or include a moveable dwelling, a statement that the park owner intends to apply to the Tribunal for an order authorising the removal, destruction, disposal or sale of the moveable dwelling, unless the dwelling is first claimed, and any reasonable costs of removal, storage, notice of storage, application to the Tribunal and sale (including the cost of advertising the sale) are paid,
  - (g) a statement that the park owner will retain out of the proceeds of any sale of the goods any reasonable costs of removal, storage, notice of storage, application to the Tribunal and sale (including the cost of advertising the sale),
  - (h) a statement that the resident is entitled to the balance of the proceeds of any sale of the goods.
- (5) The notice referred to:
- (a) in subclause (1) (a) is to be in the form set out in Schedule 7, and
  - (b) in subclause (1) (b) is to be in the form set out in Schedule 8.



## Residential Parks Amendment Regulation 2002

Schedule 1 Amendments

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**[11] Clause 18A**

Insert after clause 18:

**18A Order of Tribunal required for disposal of uncollected moveable dwelling**

- (1) As soon as practicable after uncollected goods, being a moveable dwelling, have been stored by the park owner or park manager in accordance with this Part for 30 days, the park owner is to apply to the Tribunal for an order under section 134 of the Act authorising the removal, destruction, disposal or sale of the moveable dwelling.
- (2) A park owner may not dispose of a moveable dwelling unless the Tribunal has made such an order.
- (3) The park owner is to dispose of or otherwise deal with the moveable dwelling in the manner authorised by the Tribunal as soon as practicable after the Tribunal makes the order.
- (4) The park owner is required to account to the resident for the balance of the proceeds of the sale (if any) of the moveable dwelling after deduction of the reasonable costs of removal, storage, notice of storage, application to the Tribunal and sale of the dwelling (including the cost of advertising the sale).
- (5) If the park owner has not located the resident, after making reasonable attempts to do so, for the purpose of accounting to the resident for the balance of the proceeds of any sale, the balance of the proceeds is to be dealt with as if it were unclaimed money under the *Unclaimed Money Act 1995*.

**[12] Clause 19 Uncollected goods (other than moveable dwelling) may be auctioned**

Insert “(other than a moveable dwelling)” after “uncollected goods” in clause 19 (1).

**[13] Clause 19 (2)**

Insert “, notice of storage” after “storage”.

Residential Parks Amendment Regulation 2002

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**[14] Clause 19 (3)**

Omit the subclause. Insert instead:

- (3) If the park owner has not located the resident, after making reasonable attempts to do so, for the purpose of accounting to the resident for the balance of the proceeds of any sale, the balance of the proceeds is to be dealt with as if it were unclaimed money under the *Unclaimed Money Act 1995*.

**[15] Clause 20 Claiming uncollected goods**

Insert “, in the notification of storage” after “storage of goods” in clause 20 (3).

**[16] Clause 20 (4)**

Omit “and storage”. Insert instead “, storage and notice of storage”.

**[17] Clause 20 (4)**

Insert “, notice of storage” after “removal, storage”.

**[18] Clause 22A**

Insert after the heading to Part 7:

**22A Rent records may be kept in electronic form**

- (1) Any record or copy of a rent receipt required to be kept by a park owner under section 49 of the Act may be kept in written or in electronic form.
- (2) Any record kept in electronic form that is required to be produced by a notice under section 140 of the Act, or by an order of the Tribunal, is to be produced in written form, unless the notice provides (or the Tribunal directs) otherwise.

**[19] Clause 24 Instrument of assignment: sec 41 (5)**

Insert “(but is not required to be)” after “may be”.

## Residential Parks Amendment Regulation 2002

Schedule 1 Amendments

**[20] Clauses 25A–25C**

Insert after clause 25:

**25A Penalty notice offences**

For the purposes of section 149 of the Act:

- (a) each offence created by a provision specified in Column 1 of Schedule 9 is prescribed as one for which a penalty notice may be issued, and
- (b) the prescribed penalty for such an offence if dealt with under that section is the amount specified in Column 4 of Schedule 9.

**25B Short descriptions**

- (1) For the purposes of section 145B of the *Justices Act 1902*, the prescribed expression for an offence created by a provision specified in Column 1 of Schedule 9 consists of:
  - (a) if one or more IPB codes are set out in relation to the offence in Column 3 of Schedule 9, any of those IPB codes together with:
    - (i) the text set out in relation to the offence in Column 2 of Schedule 9, or
    - (ii) if a choice of words is indicated in that text, the words remaining after the omission of the words irrelevant to the offence, or
  - (b) if no IPB code is set out in relation to the offence in Column 3 of Schedule 9:
    - (i) the text set out in relation to the offence in Column 2 of Schedule 9, or
    - (ii) if a choice of words is indicated in that text, the words remaining after the omission of the words irrelevant to the offence.
- (2) For the purposes of any proceedings for an offence created by a provision specified in Column 1 of Schedule 9, the prescribed expression for the offence is taken to relate to the offence created by the provision, as the provision was in force when the offence is alleged to have been committed.

## Residential Parks Amendment Regulation 2002

## Amendments

## Schedule 1

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- (3) The amendment or repeal of a prescribed expression does not affect the validity of any information, complaint, summons, warrant, notice, order or other document in which the expression is used.
- (4) Subclause (3) applies to any information, complaint, summons, warrant, notice, order or other document (whether issued, given or made before or after the amendment or repeal) that relates to an offence alleged to have been committed before the amendment or repeal.
- (5) In this clause:  
*Infringement Processing Bureau* means the Infringement Processing Bureau within the Police Service.  
*IPB Code*, in relation to an offence, means the code allocated to the offence by the Infringement Processing Bureau.

**25C Maximum monetary penalty imposed by Local Court: sec 148**

For the purposes of section 148 (4) of the Act, the maximum monetary penalty that may be imposed by a Local Court in proceedings for an offence is 100 penalty units.

**[21] Schedule 1 Standard form residential site agreement (where tenancy is for a term of 3 years or less)**

Omit clause 5.5 of the standard form. Insert instead:

- 5.5** any charges for pumping out a septic system arising from the use of the premises by the resident, and

**[22] Schedule 1**

Omit "section 38" from clause 7.2 of the standard form.  
 Insert instead "section 39".

**[23] Schedule 1**

Insert at the end of clause 25 of the standard form:

**Note.** The Notes at the end of this agreement (Note 10) explain in more detail some of the circumstances when the park owner may refuse to consent to the assignment or subletting of the residential site.

## Residential Parks Amendment Regulation 2002

Schedule 1 Amendments

**[24] Schedule 1**

Omit “(Cross out if there are no individual mail facilities for the site)” from the heading to clause 27 of the standard form.

**[25] Schedule 1**

Omit clause 32 of the standard form. Insert instead:

**KEYS AND OPENING DEVICES**

**32.** At the termination of this agreement:

- 32.1** **the resident agrees** to return any key or other opening device provided to the resident, and
- 32.2** **the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

**[26] Schedule 1**

Insert after item 9 in the Notes to the terms of agreement in the standard form:

**Consent to assignment or subletting**

10. The grounds on which a park owner may reasonably refuse to consent to the assignment or subletting of a residential site include (but are not limited to):

- (a) that the park owner requires vacant possession of the site in order to carry out works required by law on the site or in the residential park, or
- (b) if the site is within a Crown reserve, that the site is to be used for a public purpose other than a residential site.

**Sale on-site of moveable dwelling**

11. (1) The resident is entitled to sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site, unless:

- (a) this agreement provides as an additional term that on-site sales are prohibited, or
- (b) the residential site is within a Crown reserve.

(2) If the residential site is within a Crown reserve, the resident may, if the park owner consents, sell a moveable dwelling owned by the resident while the dwelling is in place on the site.

## Residential Parks Amendment Regulation 2002

## Amendments

## Schedule 1

(3) If the resident is entitled to sell a moveable dwelling on-site (or if the resident otherwise has the park owner's consent to sell a moveable dwelling on-site), the resident must inform the park owner of the resident's intention to offer the dwelling for sale on-site before displaying a "for sale" sign on the dwelling.

(4) "For sale" signs must comply with any restrictions set on them by this agreement or, if no restrictions are set by this agreement, any restrictions set by the Park Liaison Committee.

(5) A park owner must not interfere with the sale by the resident of a moveable dwelling while it is installed on the residential site, unless such interference is permitted by an additional term to this agreement.

**[27] Schedule 1**

Insert after the matter relating to utility services under the heading "CONDITION REPORT" in the standard form:

Quantity of gas in portable cylinder(s) at start (if cylinder provided by park owner) .....	.....
Capacity of electricity supply to site (in amperes) .....	.....

**[28] Schedule 3 Standard form moveable dwelling agreement (where tenancy is for a term of 3 years or less)**

Omit clause 5.5. Insert instead:

**5.5** any charges for pumping out a septic system arising from the use of the premises by the resident, and

**[29] Schedule 3**

Omit "section 38" from clause 7.2 of the standard form.

Insert instead "section 39".

**[30] Schedule 3**

Omit "clause 5.6" wherever occurring from clauses 22.1 and 23.1 of the standard form.

Insert instead "clause 5.7".

## Residential Parks Amendment Regulation 2002

Schedule 1 Amendments

**[31] Schedule 3**

Omit clause 27.1 and 27.2 of the standard form. Insert instead:

- 27.1** not to alter or remove any lock or other security device owned by the park owner without reasonable excuse (which includes an emergency or an order of the Residential Tribunal) unless the park owner agrees, and
- 27.2** not to add any lock or other security device unless:
- (a) there is a reasonable excuse (which includes an emergency or an order of the Residential Tribunal), or
  - (b) the park owner agrees, or
  - (c) the lock or other security device is added to a moveable dwelling owned by the resident, and
- 27.3** to give the park owner a copy of the key or opening device or information to open any lock or security device which is added or altered, except where:
- (a) the park owner agrees not to be given a copy, or
  - (b) the Residential Tribunal so orders, or
  - (c) the lock or security device is added to a moveable dwelling owned by the resident or by a person other than the park owner.

**[32] Schedule 3**

Omit “(Cross out if there are no individual mail facilities for the site)” from the heading to clause 32 of the standard form.

**[33] Schedule 3**

Omit clause 37 of the standard form. Insert instead:

**KEYS AND OPENING DEVICES**

**37.** At the termination of this agreement:

- 37.1** **the resident agrees** to return any key or other opening device provided to the resident, and
- 37.2** **the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

Residential Parks Amendment Regulation 2002

Amendments

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**[34] Schedule 3**

Insert after item 10 in the Notes to the terms of agreement:

**Sale on-site of moveable dwelling where resident is renting the residential site only**

11. (1) The resident is entitled to sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site, unless:

- (a) this agreement provides as an additional term that on-site sales are prohibited, or
- (b) the residential site is within a Crown reserve.

(2) If the residential site is within a Crown reserve, the resident may, if the park owner consents, sell a moveable dwelling owned by the resident while the dwelling is in place on the site.

(3) If the resident is entitled to sell a moveable dwelling on-site (or if the resident otherwise has the park owner’s consent to sell a moveable dwelling on-site), the resident must inform the park owner of the resident’s intention to offer the dwelling for sale on-site before displaying a “for sale” sign on the dwelling.

(4) “For sale” signs must comply with any restrictions set on them by this agreement or, if no restrictions are set by this agreement, any restrictions set by the Park Liaison Committee.

(5) A park owner must not interfere with the sale by the resident of a moveable dwelling while it is installed on the residential site, unless such interference is permitted by an additional term to this agreement.

**[35] Schedule 3**

Insert after the matter relating to utility services under the heading “CONDITION REPORT” in the standard form:

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Quantity of gas in portable cylinder(s) at start	
(if cylinder provided by park owner) . . . . .	
Capacity of electricity supply to site (in amperes) . . . . .	

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## Residential Parks Amendment Regulation 2002

Schedule 1 Amendments

**[36] Schedule 4A**

Insert after Schedule 4:

**Schedule 4A Standard form agreement for  
residential sites or moveable dwellings  
in national parks**

(Clause 7 (1) (e))

This agreement is in 2 parts:

Part 1—Sets out the terms of the agreement.

Part 2—Contains the condition report for the residential premises.

**IMPORTANT NOTES ABOUT THIS AGREEMENT**

1. The resident is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The park owner or the park manager is required to give the resident a copy of “Residential Park Living”. That book explains the resident’s rights and obligations under this agreement.
3. The park owner is required to give the resident a copy of this agreement for the resident to keep.
4. The park owner is also required to provide the resident with a copy of the park rules and with a copy of other important information about this agreement (in the form of questions and answers) at or before the time that this agreement is entered into. Those park rules, and those questions and answers, must also be attached to this agreement when it is entered into.

**Part 1 Terms of agreement****THIS AGREEMENT is made** on ...../...../..... at ..... NSW**BETWEEN****PARK OWNER:**

(Name/s) ..... (ACN).....

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(Address) .....

(Name of park manager) ..... (ACN) .....

(Address) .....

Emergency contact No for park manager .....

AND

**RESIDENT:**

(Name/s) .....

Other people who will ordinarily live at the residential premises may be listed here (*cross out if not needed*) .....

**PREMISES**

The park owner gives the resident the right to occupy site No ..... at .

and the following parking space and storeroom (*cross out if not needed*)

Size of site (dimensions or square metres) .....

The premises are unfurnished/The premises are furnished/The furniture and furnishings set out in the condition report are included. (*Cross out whichever is not needed*)

No more than ..... persons may ordinarily live at the residential premises at any one time.

**RENT:**

The rent is \$.....payable every .....starting on ...../...../.....

The resident must pay in advance on the ..... of every .....

The rent must be paid:

- (a) to the park owner, or the park manager, at .....
- .....
- ....., OR

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- (b) at any other reasonable place the park owner names in writing, or
- (c) into the following account, . . . . . or any other account nominated by the park owner.

Payment must be made by the following method (*eg in cash, by cheque, by bank account deposit or by any other method agreed to and set out here*)

.....

**TERM:**

The term of this agreement is ....., beginning on ...../...../..... and ending on ...../...../.....

**CONTINUATION:**

At the end of the term the resident can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the *Residential Parks Act 1998*) and otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Parks Act 1998*.

**RENTAL BOND** (*cross out if there is not going to be a bond*)

A rental bond of \$ ..... must be paid by the resident to the park owner, or the park manager, on or before signing this agreement.

\_\_\_\_\_

**THE AGREEMENT**

- 1. **The park owner agrees** to give the resident:
  - 1.1 a copy of this agreement (for the resident to keep) at or before the time that another copy of this agreement is signed and given by the resident to the park owner or the park manager, and
  - 1.2 a copy of this agreement that has been signed by both the park owner and the resident, as soon as reasonably practicable after signing.

**RENT**

- 2. **The resident agrees** to pay rent on time.

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**3. The park owner agrees** to provide a receipt for any rent paid to the park owner or to ensure that the park manager provides a receipt for any rent paid to the park manager. If the rent is not paid in person, the park owner agrees only to make the receipt available for collection by the resident or to post it to the resident. (The park owner is not required to provide or make available a receipt if rent is paid into the park owner's account or if the owner is otherwise exempt from the obligation).

**PAYMENT OF COUNCIL RATES AND OTHER CHARGES**

**4. The park owner agrees** to pay, in connection with the residential premises:

- 4.1** Council rates, and
- 4.2** for electricity, other than electricity that the resident has agreed to pay for under clause 5.1 of this agreement, and
- 4.3** for water, other than water that the resident has agreed to pay for under clause 5.3 of this agreement, and
- 4.4** land taxes, and
- 4.5** the cost of installing any meters to measure the supply of water, electricity or gas, and
- 4.6** charges under any other Act.

**5. The resident agrees** to pay, in connection with the residential premises:

- 5.1** any electricity charges agreed to in clause 6 of this agreement (if that clause is not crossed out) or in any other provision of this agreement, and
- 5.2** for gas, and
- 5.3** for one of the following classes of water charges:
  - 5.3.1** excess water, if the residential premises are individually metered by the relevant water supply authority in accordance with the *Plumbing and Drainage Code of Practice* or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential premises are located, or
  - 5.3.2** any charge for water consumption agreed to in clause 7 of this agreement (if that clause has not been crossed out) or in any other provision of this agreement, or

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- 5.3.3** all charges for water consumption, if the residential premises are individually metered in compliance with the regulations, the resident is billed directly by the water supply authority or by the park owner in accordance with the *Residential Parks Act 1998*, the charge for the water is calculated according to the metered amount of water consumed and there is no minimum charge payable, and
- 5.4** any excess garbage or sanitary charges, and
- 5.5** any charges for pumping out a septic system arising from the use of the premises by the resident, and
- 5.6** reasonable visitors fees (if such fees are permitted by the regulations), and
- 5.7** an amount for any key or opening device issued to the resident, not exceeding \$15 for each key or device or replacement key or device issued, and
- 5.8** security deposits, or charges payable in advance, as the case may be, for the supply of any gas or any telephone service by the park owner, not exceeding the amount which could have been charged if the service was supplied directly to the resident by the relevant authority.

**ELECTRICITY** (*Cross out this clause if it is not applicable*)

**6. The resident agrees** to pay all electricity charges in connection with the residential premises where:

- 6.1** the residential premises are individually metered in compliance with the *Code of Practice for Electricity Supply to Long-term Residents of Caravan Parks* prepared by the Department of Energy, and
- 6.2** any charges for the supply or resupply of electricity to the resident are calculated in accordance with the Code (whether by reference to a published domestic tariff or otherwise), and
- 6.3** the resident is provided with a receipt for any amount paid to the park owner for electricity consumption or availability, and that receipt is separate from any rent receipt provided to the resident or is identified separately on the rent receipt, and

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- 6.4** the resident is issued with accounts that comply with section 37 of the *Residential Parks Act 1998*, and with any relevant provisions of the Code that are not inconsistent with that section.

**WATER** (*Cross out this clause if it is not applicable*)

**7. The resident agrees** to pay for all water used in connection with the residential premises where:

- 7.1** the residential premises are individually metered in accordance with the *Plumbing and Drainage Code of Practice* or, if that Code of Practice is not in effect, in a manner that meets the requirements of a water supply authority that operates in the area in which the residential premises are located, and
- 7.2** the resident is billed either directly by the water supply authority or by the park owner in accordance with section 39 of the *Residential Parks Act 1998*, and
- 7.3** the charge for water is calculated according to the metered amount of water consumed and there is no minimum charge payable.

#### **POSSESSION OF THE PREMISES**

**8. The park owner agrees:**

- 8.1** to make sure the residential premises are vacant so the resident can move in on the date agreed, and
- 8.2** that there is no legal reason that the park owner knows about, or should know about when signing this agreement, why the residential premises cannot be used as a residence or the site of a residence, as the case may be, for the term of this agreement, and
- 8.3** that the park owner or park manager has given approval for the occupation of the residential premises as the resident's principal place of residence.

#### **RESIDENT'S RIGHT TO QUIET ENJOYMENT**

**9. The park owner agrees:**

- 9.1** that the resident will have quiet enjoyment of the residential premises without interruption by the park owner or any person claiming by, through or under the park owner or having superior title to that of the park owner, and

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- 9.2** that the park owner or the park manager will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the resident in using the premises.

**OFFENSIVE BEHAVIOUR**

**10. The resident agrees** not to interfere with or cause or permit interference with:

- 10.1** the reasonable peace, comfort or privacy of any neighbour of the resident or any other person lawfully in the residential park, or
- 10.2** the proper use and enjoyment of the residential park by the other residents of the residential park.

**USE OF THE PREMISES**

**11. The resident agrees:**

- 11.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 11.2** not to cause or permit a nuisance.

**OBLIGATION TO PROMOTE COMPLIANCE WITH PARK RULES**

**12. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents do not contravene any park rules for the residential park.

**PARK OWNER'S ACCESS TO THE PREMISES**

**13. The park owner agrees** that the park owner, the park manager or any person authorised in writing by the park owner, during the currency of this agreement, may only enter the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) in the following circumstances:

- 13.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 13.2** if the Residential Tribunal so orders,
- 13.3** if there is good reason for the park owner to believe the premises are abandoned,
- 13.4** to inspect the premises, if the resident gets 7 days' notice (no more than 4 inspections are allowed in any period of 12 months),
- 13.5** to carry out necessary repairs (other than urgent repairs) or maintenance, if the resident gets 2 days' notice on each occasion,

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- 13.6** to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the resident gets reasonable notice on each occasion,
  - 13.7** to show the premises to prospective residents on a reasonable number of occasions if the resident gets reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
  - 13.8** if electricity, water or gas is supplied to the resident by the park owner, to inspect and read an electricity, water or gas meter situated on the premises,
  - 13.9** if the resident agrees.

**14. The park owner agrees** that if a person has power to enter the residential premises under clause 13.4, 13.5, 13.6, 13.7 or 13.8 the person:

- 14.1** must not enter the premises on a Sunday or a public holiday, unless the resident agrees, and
- 14.2** may enter the premises only between the hours of 8.00 am and 8.00 pm, unless the resident agrees to another time.

**15. The park owner agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the park owner, or the park manager, must produce to the resident the park owner's, or the park manager's, written permission to enter the residential premises.

#### **CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES**

**16. The park owner agrees:**

- 16.1** to make sure the residential premises (that is, the residential site, everything provided with the residential site for use by the resident and any moveable dwelling that is not owned by the resident) are reasonably clean and fit to live in, and
- 16.2** to make sure that the common areas of the residential park are reasonably clean and fit to use, and
- 16.3** to keep the residential premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises.

**17. The resident agrees:**

- 17.1** to keep the residential premises (that is, the residential site and any moveable dwelling that is not owned by the resident) reasonably clean, and



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- 17.2** to notify the park owner as soon as practicable of any damage to the premises, and
- 17.3** not to intentionally or negligently cause or permit any damage to the premises, and
- 17.4** when the agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the premises that forms part of this agreement.

**Note.** The condition report that forms part of this agreement is set out in Part 2 of this agreement unless:

- the agreement is a renewed agreement, and
- the park owner and resident have agreed that clause 40 of this agreement applies, and
- a date has been inserted in clause 40, in which case the specified earlier condition report forms part of this agreement.

**ALTERATIONS AND ADDITIONS TO PREMISES THAT BELONG TO THE PARK OWNER** (*Cross out this clause if the resident is renting the residential site and not the moveable dwelling*)

**18. The resident agrees:**

- 18.1** not to attach any fixture or renovate, alter or add to the residential premises without the park owner's written permission, and
- 18.2** not to remove, without the park owner's written permission, any fixture attached to the residential premises by the resident, and
- 18.3** to notify the park owner of any damage caused by removing any fixture attached to the residential premises by the resident, and
- 18.4** to repair any damage caused by removing the fixture or compensate the park owner for the cost of repair, if the park owner asks for the removal and for compensation.

**19. The park owner agrees** to compensate the resident as soon as possible for the value of a fixture attached by the resident if the park owner refuses to allow its removal.

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**ALTERATIONS AND ADDITIONS TO MOVEABLE DWELLINGS THAT BELONG TO THE RESIDENT** (*Cross out this clause if the resident is renting the moveable dwelling from the park owner*)

**20. The resident agrees:**

- 20.1** not to make any alteration to the moveable dwelling on the residential site that is visible from the outside of the moveable dwelling unless the park owner has agreed to the alteration, and
- 20.2** not to make any addition to the residential site unless the park owner has agreed to the addition.

**21. The park owner agrees** not to unreasonably withhold or refuse the consent referred to in clause 20.

**ACCESS TO THE RESIDENTIAL PARK**

**22. The park owner agrees** that, if the park owner has already installed any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access:

- 22.1** subject to the payment of any refundable fee (under clause 5.7), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident at the commencement of this agreement, and
- 22.2** the park owner will maintain those locks or security devices in working order.

**23. The park owner agrees** that, if the park owner installs or alters any locks or other security devices (such as boom gates) to restrict entry to the residential park, or some part of the residential park to which it is agreed that the resident may have access, during the term of this agreement:

- 23.1** subject to the payment of any refundable fee (under clause 5.7), the park owner will give a copy of the key or any other opening device or information required to open the locks or other security devices to the resident, and
- 23.2** the park owner will maintain those locks or security devices in working order.

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**URGENT REPAIRS**

**24. The park owner agrees** to pay the resident, within 14 days after receiving written notice from the resident, any reasonable costs (not exceeding \$500) the resident has incurred for making urgent repairs (of the type set out below) so long as:

- 24.1** the damage was not caused to the premises let as a result of a breach of this agreement by the resident, and
- 24.2** the resident gives or makes a reasonable attempt to give the park owner notice of the damage, and
- 24.3** the resident gives the park owner a reasonable opportunity to make the repairs, and
- 24.4** the resident makes a reasonable attempt to have any appropriate tradesperson named in clause 25 of this agreement to make the repairs, and
- 24.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 24.6** the resident as soon as possible gives or tries to give the park owner written details of the repairs, including the cost and the receipts for anything the resident pays for.

**25. The type of urgent repairs to the residential premises let for which the park owner agrees** to make payment are repairs to:

- 25.1** a burst water service, or
- 25.2** a blocked or broken lavatory system, or
- 25.3** a serious roof leak, or
- 25.4** a gas leak, or
- 25.5** a dangerous electrical fault, or
- 25.6** flooding or serious flood damage, or
- 25.7** serious storm or fire damage, or
- 25.8** a failure or breakdown of the gas, electricity or water supply to the premises, or
- 25.9** a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering, or
- 25.10** any fault or damage that causes the premises to be unsafe or not secure.

Tradesperson/s .....  
.....

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## LOCKS AND SECURITY DEVICES

### 26. The park owner agrees:

- 26.1 to provide and maintain locks or other security devices necessary to keep any moveable dwelling, parking space or storeroom, being part of the residential premises, reasonably secure, and
- 26.2 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Residential Tribunal) unless the resident agrees, and
- 26.3 to give the resident a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the resident agrees not to be given a copy or the Residential Tribunal so orders.

### 27. The resident agrees:

- 27.1 not to alter or remove any lock or other security device owned by the park owner without reasonable excuse (which includes an emergency or an order of the Residential Tribunal) unless the park owner agrees, and
- 27.2 not to add any lock or other security device unless:
  - (a) there is a reasonable excuse (which includes an emergency or an order of the Residential Tribunal), or
  - (b) the park owner agrees, or
  - (c) the lock or other security device is added to a moveable dwelling owned by the resident, and
- 27.3 to give the park owner a copy of the key or opening device or information to open any lock or security device which is added or altered, except where:
  - (a) the park owner agrees not to be given a copy, or
  - (b) the Residential Tribunal so orders, or
  - (c) the lock or security device is added to a moveable dwelling owned by the resident or by a person other than the park owner.

## RESIDENT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

28. The resident agrees to be responsible to the park owner for any act or omission by any person the resident allows on the residential premises, or elsewhere in the residential park, who breaks any of the terms of this agreement.

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**RIGHT TO ASSIGN OR SUB-LET**

**29. The park owner agrees** that the resident may, with the park owner's prior consent, assign the remainder of the resident's interest under this agreement or sub-let the residential premises.

**Note.** The park owner is not required to act reasonably in deciding whether to withhold or refuse consent.

**30. The park owner agrees** not to impose any charge for giving such consent other than for the park owner's reasonable expenses in giving consent.

**PARK OWNER'S CHANGE OF ADDRESS****31. The park owner agrees:**

- 31.1** if the residential address of the park owner changes (and the park owner has not appointed a park manager), to give the resident notice in writing of the change within 14 days, and
- 31.2** if the name or business address of the park manager changes or the park owner appoints a park manager, to give the resident notice in writing of the change or the park manager's name or business address, as appropriate, within 14 days, and
- 31.3** if the park owner or park manager is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the resident notice in writing of the change within 14 days.

**MAIL FACILITIES**

**32. The park owner agrees** that if any individual mail facilities for the residential site are installed in accordance with Part 9 of the *Residential Parks Act 1998*, those facilities will be available to the resident and the resident may install a lock on those facilities.

**MITIGATION OF LOSS**

**33. The park owner and the resident agree** that the rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the resident breaches this agreement the park owner will not be able to claim damages for loss which could have been avoided by reasonable effort by the park owner.)

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### ***PRESCRIBED TERMS***

#### **RENTAL BOND**

**34. The park owner agrees** that where the park owner or the park manager applies to the Rental Bond Board or the Residential Tribunal for payment of the whole or part of the rental bond to the park owner, then the park owner or the park manager will provide the resident with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

#### **OBLIGATIONS UNDER PARK RULES**

**35. The park owner and the resident acknowledge** that the park rules for the residential park are terms of this agreement and that if those park rules change (in accordance with Part 6 of the *Residential Parks Act 1998*) in a way that is consistent with the rest of this agreement, the terms of this agreement change accordingly.

#### **BEHAVIOUR OF OTHER RESIDENTS**

**36. The park owner agrees** to take all reasonable steps to ensure that the park owner's other residents:

- 36.1** do not unreasonably interfere with the privacy, peace and quiet of the other residents of the residential park, or
- 36.2** do not unreasonably interfere with the proper use and enjoyment of the residential park by the other residents of the residential park.

#### **KEYS AND OPENING DEVICES**

**37. At the termination of this agreement:**

- 37.1 the resident agrees** to return any key or other opening device provided to the resident, and
- 37.2 the park owner agrees** to refund to the resident any amount refundable on surrender of the key or device.

#### **MOVEABLE DWELLING**

**38. The park owner agrees** that, where premises let include a moveable dwelling, to ensure that the moveable dwelling complies with any regulations under the *Local Government Act 1993* with which it is required to comply.

#### **SALE OF MOVEABLE DWELLING ON-SITE**

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39. The resident agrees that the resident may not sell a moveable dwelling owned by the resident and installed on the residential site while the dwelling is in place on the site.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

40. The park owner and the resident agree that the condition report included in a residential tenancy agreement entered into by the resident and dated ..... (insert a date if the park owner and resident agree to this clause) forms part of this agreement.

NOTE: The following matter must be on a new page

ADDITIONAL TERMS

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

Additional terms may be included in this agreement if:

- (a) both the park owner and the resident agree to the terms, and
- (b) they do not conflict with the Residential Parks Act 1998 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

Park owner's signature .....

Resident's signature .....

(Sign this page even if there are no additional terms on it.)

NOTES

Definitions

1. In this agreement:

park manager means a person appointed by the park owner of a residential park, with responsibility for the day to day management of the residential park, including the letting of residential premises.

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***park owner*** means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

***regulations*** means regulations under the *Residential Parks Act 1998*.

***rental bond*** means money paid by the resident as security to carry out this agreement.

***resident*** means the person who has the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

***residential premises*** means a site on which a moveable dwelling is situated or intended to be situated, or a moveable dwelling and a site, used or intended to be used as a place of residence.

***tenancy*** means the right to occupy residential premises under this agreement.

#### **Notes on ending the tenancy**

2. The first step to end a tenancy is, almost always, for the park owner or the resident to give a notice of termination. The tenancy ends when the resident moves out, on or after the day specified in the notice or when the Residential Tribunal orders the tenancy to end.

#### **Notices of termination**

3. (1) A notice of termination must:

- (a) be in writing, and
- (b) state the address of the rented premises, and
- (c) be signed by the person giving it and be dated, and
- (d) allow the required period of time, and
- (e) give the date the resident intends to, or is requested to, move out, and
- (f) give the reasons for ending the agreement (if any), and
- (g) be properly given.

(2) If the notice is given by or on behalf of a park owner, the notice must state that information about the resident's rights and obligations can be found in the tenancy agreement.

#### **How notices are properly given**

4. (1) A notice of termination **given to a resident** may be:

- (a) posted to the resident's home, or



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- (b) given to the resident personally, or
- (c) given to a person aged over 16 who normally pays the rent, or
- (d) given to a person aged over 16 at the premises to pass on to the resident.

(2) A notice of termination **given to a park owner** may be:

- (a) posted to the park owner's address, or
- (b) given to the park owner, or to the park manager, personally, or
- (c) posted or faxed to the park owner's, or park manager's, place of business, or
- (d) given to a person aged over 16 who normally collects the rent.

#### **When and how much notice can be given?**

5. (1) When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.

(2) There are 2 types of agreements—"fixed term agreements" and "continuing agreements":

- (a) a "**fixed term agreement**" is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end (see Part 1 of this agreement) has not passed this agreement is still a fixed term agreement,
- (b) a "**continuing agreement**" does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.

#### **How to end a fixed term agreement**

6. A fixed term agreement may be ended for the following reasons, provided that at least 14 days' notice is given:

- (a) if the resident breaks one of the agreement's terms,
- (b) if the resident is more than 14 days in arrears of rent,
- (c) if the park owner breaks one of the agreement's terms,
- (d) if the park owner or resident want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

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**How to end a continuing agreement**

7. (1) Unlike fixed term agreements, the amount of notice that a resident or a park owner must give to end a continuing agreement is not always the same.

(2) A continuing agreement may be ended by a park owner in the following ways:

- (a) without stating a reason (in which case at least 60 days' notice must be given),
- (b) on exchange of a sale contract that requires vacant possession of the rented premises (in which case at least 30 days' notice must be given),
- (c) if the resident breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).

(3) A continuing agreement may be ended by a resident:

- (a) without reason (in which case at least 21 days' notice must be given), or
- (b) if the park owner breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

**Vacant possession**

8. A notice of termination does not end the tenancy by itself. The resident must return vacant possession of the premises to the park owner, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Residential Tribunal if the resident does not vacate when required.

**Warning**

9. It is an offence for any person to obtain possession of the premises without an order of the Residential Tribunal, if the resident does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

**Rent increases**

10. (1) The park owner cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.

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(2) The resident must get 60 days' notice in writing if the park owner wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the park owner and resident subsequently agree to a lesser increase than in the notice, the park owner does not need to give a further 60 days' notice.

(3) The resident can apply to the Residential Tribunal within 30 days of getting the notice of the rent increase for an order that the rent increase is excessive.

(4) If the park owner has reduced or withdrawn any goods, services or facilities, the resident can at any time apply to the Residential Tribunal for an order that the rent is excessive.

**THE PARK OWNER AND RESIDENT ENTER INTO THIS AGREEMENT (INCLUDING THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.**

SIGNED BY THE PARK OWNER

in the presence of . . . . .

*(Name of witness)*

. . . . .  
*(Signature of park owner)*

. . . . .  
*(Signature of witness)*

**ACKNOWLEDGMENT OF RESIDENT**

The resident acknowledges that, at or before the time of signing this residential tenancy agreement, the resident was given a copy of each of the following documents:

- |   |  |
|---|--|
|   | Initial each box if<br>you have received<br>the document |
| A statement of the costs of preparation of this residential tenancy agreement and of any other charges payable by the resident in respect of the agreement. | <input type="checkbox"/>                                 |
| The book entitled "Residential Park Living".  | <input type="checkbox"/>                                 |

Residential Parks Amendment Regulation 2002

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Schedule 1

Initial each box if you have received the document

A list of questions and answers about living in the residential park (which are also attached to this agreement).

The park rules for the residential park (which are also attached to this agreement).

**SIGNED BY THE RESIDENT**

in the presence of .....  
(Name of witness)

.....  
(Signature of resident)

.....  
(Signature of witness)

**Part 2 Residential premises condition report**

**ADDRESS OF PREMISES** .....  
.....

**HOW TO COMPLETE**

1. Three copies of this condition report are filled out and signed by the park owner or the park manager.
2. The park owner or the park manager records the condition of the residential premises by indicating whether the particular item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example). If the residential premises consist only of a site, only that part of the condition report headed SITE needs to be completed in this way.

## Residential Parks Amendment Regulation 2002

## Schedule 1

Amendments

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3. Two copies of the report which have been filled in and signed by the park owner or the park manager are given to the resident at or before the time of entering into the agreement. The landlord keeps the third copy.
4. The resident indicates agreement or disagreement with the condition indicated by the park owner or park manager by placing "Y" (YES) or "N" (NO) in the appropriate columns (see example below).
5. The resident returns one copy of the completed condition report to the park owner or park manager within 7 days and keeps the second copy.
6. At, or as soon as practicable after, the termination of a residential tenancy agreement, both the park owner and resident should complete the copy of the condition report that they retained, indicating the condition of the residential premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

*IMPORTANT NOTES ABOUT THIS REPORT*

1. This condition report is an important record of the condition of the premises when the tenancy begins.
2. At the end of the tenancy the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
3. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.
4. If the resident disagrees with the park owner's condition report this must be confirmed in writing, preferably on the condition report, by placing "N" (NO) in the appropriate column and by making an appropriate comment alongside that column.
5. The Residential Tribunal has the power to hear disputes about the validity of a condition report.

## Residential Parks Amendment Regulation 2002

Amendments

Schedule 1

**EXAMPLE**

## Condition of premises at start of tenancy

	Clean	Undamaged	Working	Tenant agrees	Comments
<b>LOUNGE/ DINING</b>					
walls/ ceiling	Y	Y	Y	Y	
doors/ windows/ screens	Y	Y	Y	Y	
blinds/ curtains	Y	Y	Y	Y	no curtains
lights/power points	Y	Y	Y	N	light shade cracked
floor coverings	N	Y		Y	
other					

## Residential Parks Amendment Regulation 2002

## Schedule 1 Amendments

## CONDITION REPORT

Condition of premises at start					Condition of premises at end				
Clean	Undam- aged	Working	Tenant agrees	Comments	Clean	Undam- aged	Working	Tenant agrees	Comments
LOUNGE/ DINING									
walls/ ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/ power points									
floor/ coverings									
other									
KITCHEN									
walls/ ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/ power points									
floor/ coverings									
cupboards/ drawers									
bench tops/ tiling									
sink/ disposal unit									
taps									
stove top									
griller									
oven									
refrigerator									
exhaust fan									
other									
BEDROOM 1									
walls/ceiling									
doors/ windows/ screens									

Residential Parks Amendment Regulation 2002

Amendments

Schedule 1

**CONDITION REPORT**

Condition of premises at start					Condition of premises at end				
Clean	Undam- aged	Working	Tenant agrees	Comments	Clean	Undam- aged	Working	Tenant agrees	Comments
blinds/ curtains									
lights/ power points									
floor/ coverings									
other									
<b>BEDROOM 2 walls/ceiling</b>									
doors/ windows/ screens									
blinds/ curtains									
lights/ power points									
floor/ coverings									
other									
<b>BEDROOM 3 walls/ceiling</b>									
doors/ windows/ screens									
blinds/ curtains									
lights/ power points									
floor/ coverings									
other									
<b>BATHROOM walls/ceiling</b>									
doors/ windows/ screens									
blinds/ curtains									
lights/ power points									
floor/ coverings									
bath									



Residential Parks Amendment Regulation 2002

Schedule 1 Amendments

CONDITION REPORT

Condition of premises at start					Condition of premises at end				
Clean	Undam- aged	Working	Tenant agrees	Comments	Clean	Undam- aged	Working	Tenant agrees	Comments
shower									
shower screen									
wash basin									
tiling									
mirror/cabinet									
towel rails									
toilet/wc									
other									
LAUNDRY walls/ceiling									
doors/ windows/ screens									
blinds/ curtains									
lights/ power points									
floor/ coverings									
wash tubs									
hot water service									
other									
GENERAL concrete paving									
annexe/ verandah									
carport/space									
other									
SITE exclusive facilities (specify) . . . ..... ..... .....									
landscaping									
driveway									

Residential Parks Amendment Regulation 2002

Amendments

Schedule 1

CONDITION REPORT

Condition of premises at start					Condition of premises at end				
Clean	Undam- aged	Working	Tenant agrees	Comments	Clean	Undam- aged	Working	Tenant agrees	Comments
storeroom/ shed									
site slab (concrete)									
services/ facilities (specify) ..... ..... .....									
general appearance									
utility services: eg water electricity gas TV aerial connection									
Quantity of gas in portable cylinder(s) at start (if cylinder provided by park owner) .....									
Capacity of electricity supply to site (in amperes) .....									

Park owner's/ park manager's signature .....

Resident's signature .....

Date .....

FURNITURE (See attached list)

PARK OWNER'S PROMISE TO UNDERTAKE WORK (*Cross out if not needed*)

The park owner agrees to undertake the following cleaning, repairs, additions or work during the tenancy .....

.....  
.....

The park owner agrees to complete that work by .....

Park owner's / park manager's signature .....

Resident's signature .....

Date .....

**Note.**

Further items and comments may be added on a separate sheet signed by the park owner/ park manager and the resident and attached to this report.

Residential Parks Amendment Regulation 2002

Schedule 1 Amendments

[37] Schedules 7–9

Insert after Schedule 6:

**Schedule 7 Form of notice to resident that goods are in storage**

(Clause 18 (5) (a))

**Notice that goods have been placed in storage**

..... (*insert full name of resident*)  
is notified that you have left goods at .....  
.....  
(*insert address of residential premises, including site number, where appropriate*).

The goods consist of:

(*insert brief description of goods*)

(if the goods are or include a moveable dwelling, insert a description of the dwelling, such as make, registration or serial number, size, colour or other identifying details)

These goods were placed in storage on ..... (*insert date*)  
by (or on behalf of) the owner of the park, .....  
..... (*insert name and address of park owner*)

You can collect the goods from .....  
(*insert address at which goods can be claimed*) on payment of the park owner's allowable costs.

**Goods other than moveable dwelling** (*delete if not applicable*)

If the goods are not collected on or before ..... (*insert date\**),  
the goods (except any moveable dwelling) will be sold by public auction unless you first claim the goods and pay any reasonable costs of removal, storage, notice of storage and sale, including the cost of advertising the sale, incurred by the park owner up to the time that the goods are claimed.

Residential Parks Amendment Regulation 2002

Amendments

Schedule 1

**Moveable dwelling** (*delete if not applicable*)

If the moveable dwelling is not collected on or before ..... (*insert date\**), the park owner intends to apply to the Residential Tribunal for an order authorising the removal, destruction, disposal or sale of the moveable dwelling, unless you first claim the dwelling and pay any reasonable costs of removal, storage, notice of storage, application to the Tribunal and sale, including the cost of advertising the sale, incurred by the park owner up to the time that the moveable dwelling is claimed.

**Proceeds of sale**

You are entitled to the proceeds of any sale of the goods less any amount retained by the park owner to cover any reasonable costs incurred by the park owner for removal, storage, notice of storage, application to the Tribunal (if any) and sale of the goods, including the cost of advertising the sale.

**Claiming some but not all of the goods**

You are not required to pay any costs incurred by the park owner in relation to the goods if you claim some but not all of the goods, and the remaining goods are worth enough to cover any reasonable costs incurred by the park owner for removal, storage, notice of storage and advertising of any sale of the goods.

\* The date must be no earlier than 30 days after the goods were placed in storage.

**Schedule 8 Form of newspaper notice that goods are in storage**

(Clause 18 (5) (b))

**Notice to resident that goods have been placed in storage**

..... (*insert full name of resident*)  
is notified that you have left goods at .....  
.....  
(*insert address of residential premises, including site number, where appropriate*).

## Residential Parks Amendment Regulation 2002

## Schedule 1      Amendments

The goods consist of:

*(insert brief description of goods)*

*(if the goods are or include a moveable dwelling, insert a description of the dwelling, such as make, registration or serial number, size, colour or other identifying details)*

These goods were placed in storage on ..... *(insert date)*  
by (or on behalf of) the owner of the park, .....  
..... *(insert name and address of park owner)*

You can collect the goods from .....  
*(insert address at which goods can be claimed)* on payment of the park owner's allowable costs.

**Goods other than moveable dwelling** *(delete if not applicable)*

If the goods are not collected on or before ..... *(insert date\*)*, the goods (except any moveable dwelling) will be sold by public auction unless you first claim the goods and pay the park owner's allowable costs.

**Moveable dwelling** *(delete if not applicable)*

If the moveable dwelling is not collected on or before ..... *(insert date\*)*, the park owner intends to apply to the Residential Tribunal for an order authorising the removal, destruction, disposal or sale of the moveable dwelling, unless you first claim the dwelling and pay the park owner's allowable costs.

\* The date must be no earlier than 30 days after the goods were placed in storage.

Residential Parks Amendment Regulation 2002

Amendments

Schedule 1

**Schedule 9 Penalty notice offences**

(Clause 25A)

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Provision of the Act</b>	<b>Short description</b>	<b>IPB Code</b>	<b>Penalty</b>
Section 12 (2)	fail to give written statement of costs of agreement	5588	\$110
Section 17 (3)	fail to give pre-execution copy/executed copy of agreement	5589	\$220
Section 33 (1)	fail to give written details of park owner/park manager/other person	5590	\$110
Section 33 (2)	fail to give written details of new park owner/park manager	5591	\$110
Section 33 (4)	fail to give written notice of new details of park owner	5592	\$110
Section 49 (1)	fail to keep rent record	5593	\$220
Section 63 (3)	fail to give copy of park rules	5594	\$110
Section 73 (3)	fail to give information document	5595	\$220

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## Orders

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# First State Superannuation (Local Government and Energy Employers) Order 2002

under the

First State Superannuation Act 1992

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 7 of the *First State Superannuation Act 1992*, make the following Order.

Dated, this 1st day of May 2002.

By Her Excellency's Command,

JOHN DELLA BOSCA, M.L.C.,  
Special Minister of State

### Explanatory note

The object of this Order is to amend Schedule 1 to the *First State Superannuation Act 1992*, which sets out the employers whose employees are subject to the First State Superannuation Scheme established under that Act, for the following purposes:

- (a) to insert limitations with respect to certain employers in the local government and energy sectors so as to restrict coverage to employees not covered by the local government or energy public sector superannuation scheme,

First State Superannuation (Local Government and Energy Employers) Order 2002

Explanatory note

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(b) to omit unnecessary Part headings from the Schedule.

This Order is made under the *First State Superannuation Act 1992*, including section 7.



First State Superannuation (Local Government and Energy Employers)  
Order 2002

Clause 1

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## **First State Superannuation (Local Government and Energy Employers) Order 2002**

### **1 Name of Order**

This Order is the *First State Superannuation (Local Government and Energy Employers) Order 2002*.

### **2 Amendment of First State Superannuation Act 1992 No 100**

The *First State Superannuation Act 1992* is amended as set out in Schedule 1.

First State Superannuation (Local Government and Energy Employers)  
Order 2002

Schedule 1 Amendments

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## Schedule 1 Amendments

(Clause 2)

### [1] Schedule 1 Employers

Omit the headings to Parts 1, 2 and 3.

### [2] Schedule 1

Omit "TransGrid". Insert instead:

TransGrid (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Electricity Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*)

### [3] Schedule 1

Omit "The Hills Centre Limited". Insert instead:

The Hills Centre Limited (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*)

First State Superannuation (Local Government and Energy Employers)  
Order 2002

Amendments

Schedule 1

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**[4] Schedule 1**

Omit “Energy South”. Insert instead:

Great Southern Energy (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Electricity Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*)

**[5] Schedule 1**

Omit:

Advance Energy  
Australian Inland Energy Water Infrastructure  
EnergyAustralia  
Integral Energy Australia  
NorthPower

Insert instead:

Advance Energy (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Electricity Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*)

First State Superannuation (Local Government and Energy Employers)  
Order 2002

Schedule 1 Amendments

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Australian Inland Energy Water Infrastructure (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Electricity Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*)

EnergyAustralia (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Electricity Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*)

Integral Energy Australia (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Electricity Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*)

NorthPower (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Electricity Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*)

First State Superannuation (Local Government and Energy Employers)  
Order 2002

Amendments

Schedule 1

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**[6] Schedule 1**

Omit “A body corporate constituted under the *Local Government Act 1993* as a council or a county council”.

Insert instead:

A body corporate constituted under the *Local Government Act 1993* as a council or a county council (limited to those employees:

- (a) who were employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*)

**[7] Schedule 1**

Omit:

Local Government Association of New South Wales  
Shires Association of New South Wales  
Electricity Association of New South Wales

Insert instead:

Local Government Association of New South Wales (limited to those employees:

- (a) who were employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of

First State Superannuation (Local Government and Energy Employers)  
Order 2002

Schedule 1 Amendments

*the Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997)*

Shires Association of New South Wales (limited to those employees:

- (a) who were employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997)*

Electricity Association of New South Wales (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Electricity Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002)*

**[8] Schedule 1**

Omit "Institute of Municipal Management". Insert instead:

Institute of Municipal Management (limited to those employees:

- (a) who were, on 1 July 1997, employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or

First State Superannuation (Local Government and Energy Employers)  
Order 2002

Amendments

Schedule 1

- 
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*)

**[9] Schedule 1**

Omit:

Waverley-Woollahra Destruction Committee

Richmond-Tweed Regional Library

Richmond-Upper Clarence Regional Library

Northern Area Regional Organisation of Councils

Health and Research Employees' Association of New South Wales

Health and Building Surveyors Association of New South Wales

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

Insert instead:

Waverley-Woollahra Destruction Committee (limited to those employees:

- (a) who were employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*)

Richmond-Tweed Regional Library (limited to those employees:

First State Superannuation (Local Government and Energy Employers)  
Order 2002

Schedule 1 Amendments

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- (a) who were employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*)

Richmond-Upper Clarence Regional Library (limited to those employees:

- (a) who were employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*)

Health and Research Employees' Association of New South Wales

Northern Area Regional Organisation of Councils (limited to those employees:

- (a) who were employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of



First State Superannuation (Local Government and Energy Employers)  
Order 2002

Amendments

Schedule 1

---

*the Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997)*

Health and Building Surveyors Association of New South Wales (limited to those employees:

- (a) who were employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997)*

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division (limited to those employees:

- (a) who were employees referred to in clause 6 (2), (4) or (5) of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*, or
- (b) who became employees after 1 July 1997 and before the commencement of the *First State Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997)*

## State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002

under the

State Authorities Non-contributory Superannuation Act 1987

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 27 of the *State Authorities Non-contributory Superannuation Act 1987*, make the following Order.

Dated, this 1st day of May 2002.

By Her Excellency's Command,

JOHN DELLA BOSCA, M.L.C.,  
Special Minister of State

### Explanatory note

The object of this Order is to amend Schedule 1 to the *State Authorities Non-contributory Superannuation Act 1987*, which sets out the employers whose employees are subject to the State Authorities Non-contributory Superannuation Scheme established under that Act, for the following purposes:

- (a) to insert limitations with respect to certain employers in the local government and energy sector so as to restrict coverage to employees not covered by the local government or electricity public sector superannuation scheme,

State Authorities Non-contributory Superannuation (Local Government and Energy Employers)  
Order 2002

Explanatory note

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- (b) to relocate the names of certain employers from Part 2 to Part 1 of the Schedule, with the effect that the requirements applicable to the determination of employer contributions for those employers will be those under section 14 of the Act, rather than section 15.

This Order is made under the *State Authorities Non-contributory Superannuation Act 1987*, including section 27.

State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002 Clause 1

---

## **State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002**

### **1 Name of Order**

This Order is the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*.

### **2 Amendment of State Authorities Non-contributory Superannuation Act 1987 No 212**

The *State Authorities Non-contributory Superannuation Act 1987* is amended as set out in Schedule 1.

State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1 Amendments

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## Schedule 1 Amendments

(Clause 2)

### [1] Schedule 1 Employers

Omit "The Hills Centre Limited" from Part 1. Insert instead:

The Hills Centre Limited (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

### [2] Schedule 1, Part 1

Omit "TransGrid". Insert instead:

TransGrid (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

### [3] Schedule 1, Part 1

Omit "Energy South". Insert instead:

Great Southern Energy (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

### [4] Schedule 1, Part 1

Omit:

Advance Energy  
Australian Inland Energy Water Infrastructure  
EnergyAustralia

State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002

Amendments

Schedule 1

---

Integral Energy Australia

NorthPower

Insert instead:

Advance Energy (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

Australian Inland Energy Water Infrastructure (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

EnergyAustralia (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

Integral Energy Australia (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

NorthPower (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

**[5] Schedule 1, Part 2**

Omit “A body corporate constituted under the *Local Government Act 1993* as a council or a county council”.

Insert instead in Part 1 in appropriate order:

A body corporate constituted under the *Local Government Act 1993* as a council or a county council (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in

State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1 Amendments

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clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*)

**[6] Schedule 1, Part 2**

Transfer from Part 2 to Part 1 and insert in appropriate order the following names and descriptions:

A rural lands protection board constituted under the *Rural Lands Protection Act 1998*

The N.S.W. Local Government Industry Training Committee Incorporated

**[7] Schedule 1, Part 2**

Omit:

Local Government Association of New South Wales

Shires Association of New South Wales

Electricity Association of New South Wales

Health Services Association of New South Wales

Institute of Municipal Management

Insert instead in Part 1 in appropriate order:

Local Government Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

Shires Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

Electricity Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002

Amendments

Schedule 1

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Health Services Association of New South Wales

Institute of Municipal Management (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

**[8] Schedule 1, Part 2**

Transfer from Part 2 to Part 1 and insert in appropriate order the following names and descriptions:

New South Wales Nurses' Association

State Sports Centre Trust

Sydney Cricket and Sports Ground Trust

**[9] Schedule 1, Part 2**

Omit the matter relating to the Australian Catholic University Limited, Government Employees Health Club, Little Company of Mary, Calvary Hospital, Wagga Wagga, New South Wales State Cancer Council and Sydney Credit Union.

Insert instead in Part 1 in appropriate order:

Australian Catholic University (limited to:

- (a) persons in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer and contributing employees within the meaning of section 26C on 18 December 1992), and
- (b) other persons (being contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992, and
- (c) other persons (being non-contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 1 July 1992)



## State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1 Amendments

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## Government Employees Health Club (limited to:

- (a) persons in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer and contributing employees within the meaning of section 26C on 18 December 1992), and
- (b) other persons (being contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992, and
- (c) other persons (being non-contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 1 July 1992)

## Sydney Credit Union (limited to:

- (a) persons in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer and contributing employees within the meaning of section 26C on 18 December 1992), and
- (b) other persons (being contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992, and
- (c) other persons (being non-contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 1 July 1992)

State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002

Amendments

Schedule 1

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Little Company of Mary, Calvary Hospital, Wagga Wagga (limited to:

- (a) persons in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer and contributing employees within the meaning of section 26C on 18 December 1992), and
- (b) other persons (being contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992, and
- (c) other persons (being non-contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 1 July 1992)

New South Wales State Cancer Council (limited to:

- (a) persons in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer and contributing employees within the meaning of section 26C on 18 December 1992), and
- (b) other persons (being contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992, and
- (c) other persons (being non-contributing employees within the meaning of that section) in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 1 July 1992)

State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1 Amendments

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**[10] Schedule 1, Part 2**

Omit:

Waverley-Woollahra Destruction Committee

Richmond-Tweed Regional Library

Richmond-Upper Clarence Regional Library

Northern Area Regional Organisation of Councils

Insert instead in Part 1 in appropriate order:

Waverley-Woollahra Destruction Committee (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

Richmond-Tweed Regional Library (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

Richmond-Upper Clarence Regional Library (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

Northern Area Regional Organisation of Councils (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

**[11] Schedule 1, Part 2**

Transfer from Part 2 to Part 1 and insert in appropriate order the following name and description:

Health and Research Employees' Association of New South Wales

State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002

Amendments

Schedule 1

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**[12] Schedule 1, Part 2**

Omit:

Health and Building Surveyors Association of New South Wales

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

Insert instead in Part 1 in appropriate order:

Health and Building Surveyors Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Non-contributory Superannuation (Local Government and Energy Employers) Order 2002*)

## State Authorities Superannuation (Local Government and Energy Employers) Order 2002

under the

State Authorities Superannuation Act 1987

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 46 of the *State Authorities Superannuation Act 1987*, make the following Order.

Dated, this 1st day of May 2002.

By Her Excellency's Command,

JOHN DELLA BOSCA, M.L.C.,  
Special Minister of State

### Explanatory note

The object of this Order is to amend Schedule 1 to the *State Authorities Superannuation Act 1987*, which sets out the employers whose employees are subject to the State Authorities Superannuation Scheme established under that Act, for the following purposes:

- (a) to insert limitations with respect to certain employers in the local government and energy sectors so as to restrict coverage to employees not covered by the local government or energy public sector superannuation scheme,

State Authorities Superannuation (Local Government and Energy Employers) Order 2002

Explanatory note

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- (b) to relocate the names of certain employers from Part 2 to Part 1 of the Schedule, with the effect that the requirements applicable to the determination of employer contributions for those employers will be those under section 31 of the Act, rather than section 32.

This Order is made under the *State Authorities Superannuation Act 1987*, including section 46.

State Authorities Superannuation (Local Government and Energy Employers) Order 2002

Clause 1

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## **State Authorities Superannuation (Local Government and Energy Employers) Order 2002**

### **1 Name of Order**

*This Order is the State Authorities Superannuation (Local Government and Energy Employers) Order 2002.*

### **2 Amendment of State Authorities Superannuation Act 1987 No 211**

*The State Authorities Superannuation Act 1987 is amended as set out in Schedule 1.*

State Authorities Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1 Amendments

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## Schedule 1 Amendments

(Clause 2)

### [1] Schedule 1 Employers

Omit "The Hills Centre Limited" from Part 1. Insert instead:

The Hills Centre Limited (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

### [2] Schedule 1, Part 1

Omit "TransGrid". Insert instead:

TransGrid (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

### [3] Schedule 1, Part 1

Omit "Energy South". Insert instead:

Great Southern Energy (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

### [4] Schedule 1, Part 1

Omit:

Advance Energy  
Australian Inland Energy Water Infrastructure  
EnergyAustralia  
Integral Energy Australia  
NorthPower



State Authorities Superannuation (Local Government and Energy Employers) Order 2002

Amendments

Schedule 1

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Insert instead:

Advance Energy (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Australian Inland Energy Water Infrastructure (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

EnergyAustralia (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Integral Energy Australia (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

NorthPower (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

**[5] Schedule 1, Part 2**

Omit “A body corporate constituted under the *Local Government Act 1993* as a council or a county council”.

Insert instead in Part 1 in appropriate order:

A body corporate constituted under the *Local Government Act 1993* as a council or a county council (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*)

State Authorities Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1 Amendments

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**[6] Schedule 1, Part 2**

Transfer from Part 2 to Part 1 and insert in appropriate order the following names and descriptions:

A rural lands protection board constituted under the *Rural Lands Protection Act 1998*

The N.S.W. Local Government Industry Training Committee Incorporated

**[7] Schedule 1, Part 2**

Omit:

Local Government Association of New South Wales

Shires Association of New South Wales

Electricity Association of New South Wales

Health Services Association of New South Wales

Institute of Municipal Management

Insert instead in Part 1 in appropriate order:

Local Government Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Shires Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Electricity Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Health Services Association of New South Wales

State Authorities Superannuation (Local Government and Energy Employers) Order 2002

Amendments

Schedule 1

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Institute of Municipal Management (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

**[8] Schedule 1, Part 2**

Transfer from Part 2 to Part 1 and insert in appropriate order the following names and descriptions:

New South Wales Nurses' Association  
State Sports Centre Trust  
Sydney Cricket and Sports Ground Trust

**[9] Schedule 1, Part 2**

Omit the matter relating to the Australian Catholic University Limited, Government Employees Health Club, Electrical Trades Union of Australia (New South Wales branch), Little Company of Mary, Calvary Hospital, Wagga Wagga, New South Wales State Cancer Council and Sydney Credit Union.

Insert instead in Part 1 in appropriate order:

Australian Catholic University (limited to:

- (a) contributors in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer on 18 December 1992), and
- (b) other contributors in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992)

Government Employees Health Club (limited to:

- (a) contributors in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer on 18 December 1992), and
- (b) other contributors in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992)

State Authorities Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1 Amendments

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Electrical Trades Union of Australia (New South Wales Branch) (limited to:

- (a) contributors in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer on 18 December 1992), and
- (b) other contributors in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992)

Little Company of Mary, Calvary Hospital, Wagga Wagga (limited to:

- (a) contributors in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer on 18 December 1992), and
- (b) other contributors in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992)

New South Wales State Cancer Council (limited to:

- (a) contributors in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer on 18 December 1992), and
- (b) other contributors in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992)

Sydney Credit Union (limited to:

- (a) contributors in respect of any period during which they have been employees of the employer from and including 1 April 1988 (but only if they were employees of the employer on 18 December 1992), and
- (b) other contributors in respect of any period during which they were employees of the employer from and including 1 April 1988 and before 18 December 1992)

State Authorities Superannuation (Local Government and Energy Employers) Order 2002

Amendments

Schedule 1

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**[10] Schedule 1, Part 2**

Omit from Part 2:

Waverley-Woollahra Destruction Committee

Richmond-Tweed Regional Library

Richmond-Upper Clarence Regional Library

Northern Area Regional Organisation of Councils

Health and Research Employees' Association of New South Wales

Health and Building Surveyors Association of New South Wales

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

Insert instead in Part 1 in appropriate order:

Waverley-Woollahra Destruction Committee (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Richmond-Tweed Regional Library (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Richmond-Upper Clarence Regional Library (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Northern Area Regional Organisation of Councils (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Health and Research Employees' Association of New South Wales

State Authorities Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1 Amendments

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Health and Building Surveyors Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division (limited to those employees who became employees after 1 July 1997 and before the commencement of the *State Authorities Superannuation (Local Government and Energy Employers) Order 2002*)

# Superannuation (Local Government and Energy Employers) Order 2002

under the

Superannuation Act 1916

MARIE BASHIR, Governor

I, Professor Marie Bashir AC, Governor of the State of New South Wales, with the advice of the Executive Council, and in pursuance of section 92 of the *Superannuation Act 1916*, make the following Order.

Dated, this 1st day of May 2002.

By Her Excellency's Command,

JOHN DELLA BOSCA, M.L.C.,  
Special Minister of State

## Explanatory note

The object of this Order is to amend Schedule 3 to the *Superannuation Act 1916*, which sets out the employers whose employees are subject to the State Superannuation Scheme established under that Act, for the following purposes:

- (a) to insert limitations with respect to certain employers in the local government and energy sector so as to restrict coverage to employees not covered by the local government or energy public sector superannuation scheme,

Superannuation (Local Government and Energy Employers) Order 2002

Explanatory note

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- (b) to relocate the name of certain employers from Part 2 to Part 1 of the Schedule, with the effect that the requirements applicable to the determination of employer contributions for those employers will be less onerous.

This Order is made under the *Superannuation Act 1916*, including section 92.



Superannuation (Local Government and Energy Employers) Order 2002

Clause 1

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## Superannuation (Local Government and Energy Employers) Order 2002

### 1 Name of Order

This Order is the *Superannuation (Local Government and Energy Employers) Order 2002*.

### 2 Amendment of Superannuation Act 1916 No 28

The *Superannuation Act 1916* is amended as set out in Schedule 1.

## Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1 Amendments

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**Schedule 1 Amendments**

(Clause 2)

**[1] Schedule 3 List of employers**

Omit "The Hills Centre Limited" from Part 1. Insert instead:

The Hills Centre Limited (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

**[2] Schedule 3, Part 1**

Omit "TransGrid". Insert instead:

TransGrid (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

**[3] Schedule 3, Part 1**

Omit "Energy South". Insert instead:

Great Southern Energy (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

**[4] Schedule 3, Part 1**

Omit:

Advance Energy  
Australian Inland Energy Water Infrastructure  
EnergyAustralia  
Integral Energy Australia  
NorthPower

Superannuation (Local Government and Energy Employers) Order 2002

Amendments

Schedule 1

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Insert instead:

Advance Energy (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

Australian Inland Energy Water Infrastructure (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

EnergyAustralia (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

Integral Energy Australia (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

NorthPower (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

**[5] Schedule 3, Part 2**

Omit:

A council within the meaning of the *Local Government Act 1993*

A county council constituted under the *Local Government Act 1993*

Insert instead in Part 1 in appropriate order:

A council within the meaning of the *Local Government Act 1993* (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*)

## Superannuation (Local Government and Energy Employers) Order 2002

## Schedule 1 Amendments

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A county council constituted under the *Local Government Act 1993* (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*, not being employees referred to in clause 11 of the *Superannuation Administration (Local Government Superannuation Scheme Transitional Provisions) Regulation 1997*)

**[6] Schedule 3, Part 2**

Transfer from Part 2 to Part 1 and insert in appropriate order the following name and description:

A rural lands protection board constituted under the *Rural Lands Protection Act 1998*

**[7] Schedule 3, Part 2**

Omit:

Local Government Association of New South Wales

Shires Association of New South Wales

Electricity Association of New South Wales

Insert instead in Part 1 in appropriate order:

Local Government Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

Shires Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

Electricity Association of New South Wales (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

Superannuation (Local Government and Energy Employers) Order 2002

Amendments

Schedule 1

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**[8] Schedule 3, Part 2**

Transfer from Part 2 to Part 1 and insert in appropriate order the following name and description:

Government Employees Health Club (limited to:

- (a) contributors in respect of any period during which they have been employees of the employer from and including 1 July 1989 (but only if they were employees of the employer on 18 December 1992), and
- (b) other contributors in respect of any period during which they were employees of the employer from and including 1 July 1989 and before 18 December 1992)

**[9] Schedule 3, Part 2**

Omit from Part 2:

Waverley-Woollahra Destruction Committee

Richmond-Tweed Regional Library

Richmond-Upper Clarence Regional Library

Northern Area Regional Organisation of Councils

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division

Insert instead in Part 1 in appropriate order:

Waverley-Woollahra Destruction Committee (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

Richmond-Tweed Regional Library (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

Richmond-Upper Clarence Regional Library (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

Superannuation (Local Government and Energy Employers) Order 2002

Schedule 1      Amendments

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Northern Area Regional Organisation of Councils (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division (limited to those employees who became employees after 1 July 1997 and before the commencement of the *Superannuation (Local Government and Energy Employers) Order 2002*)

# OFFICIAL NOTICES

## Appointments

### **PUBLIC SECTOR MANAGEMENT ACT 1988**

#### ATTORNEY GENERAL'S DEPARTMENT SCHEDULE OF APPOINTMENTS

##### Senior Executive Service

HIS Excellency the Governor and the Executive Council upon the recommendation of the Department Head, has approved, pursuant to the provisions of section 13 of the Public Sector Management Act 1988, that the officers listed below be appointed to the senior executive position as specified:

##### CRIME PREVENTION DIVISION

Bronwyn Mary SOMERVILLE, Director, from 13 April to 21 June 2002.

### **TOURISM NEW SOUTH WALES ACT, 1984 (AS AMENDED)**

#### Appointment Of Part-time Member Of Tourism New South Wales

HER Excellency the Governor and the Executive Council in pursuance of Section 4(3), 4(4)(b) and 4(5) of the Tourism New South Wales Act 1984 (as amended) appoints the following people as part-time members of Tourism New South Wales, to hold office on and from the date of appointment for the term of office specified:

Nicholas Joseph PAPALLO, LL.B, OAM as a part-time member of Tourism New South Wales for a period of two years terminating on 30 April 2004.

John THORPE as a part-time member of Tourism New South Wales for a period of two years terminating on 30 April 2004.

The Hon SANDRA NORI, M.P.,  
Minister for Small Business  
and Minister for Tourism

## NSW Fisheries

### FISHERIES MANAGEMENT ACT 1994

#### FISHERIES MANAGEMENT (AQUACULTURE) REGULATION 1995

#### Section 177(c) – Notice of Aquaculture Lease Cancellation

THE Minister has cancelled the following aquaculture leases:

OL60/010 within the estuary of Wagonga Inlet, having an area of 0.405 hectares formerly leased by Bazaar International's Pty Ltd.

OL83/100 within the estuary of Wagonga Inlet, having an area of 0.6942 hectares formerly leased by Bazaar International's Pty Ltd.

OL65/174 within the estuary of Wagonga Inlet, having an area of 0.765 hectares formerly leased by Bazaar International's Pty Ltd.

OL80/144 within the estuary of Wagonga Inlet, having an area of 1.033 hectares formerly leased by Bazaar International's Pty Ltd.

OL66/171 within the estuary of Wagonga Inlet, having an area of 0.405 hectares formerly leased by Bazaar International's Pty Ltd.

### FISHERIES MANAGEMENT ACT 1994

#### NOTICE OF RECEIPT OF APPLICATION FOR AQUACULTURE LEASE

#### SECTION 163

THE following application for a Class 1 Aquaculture Leases has been made by:

Mr David Van Kampen and Mrs Barbara Van Kampen of Mitchells Island, NSW for an area previously known as OL93/014 situated in the Manning River, Parish of Oxley, County of Macquarie, Shire of Taree.

Mr Jason Morris of Tanilba Bay NSW for an area previously known as OL71/016 and for an area previously known as OL96/046 situated in Port Stephens, Parish of Tomaree, County of Gloucester, Shire of Port Stephens.

Specific details of the proposed lease can be obtained by contacting NSW Fisheries at Port Stephens.

Submissions supporting or objecting to the proposal may be lodged with NSW Fisheries, Private Bag 1, Nelson Bay, NSW 2315, within 30 days from the date of publication of this notice.

### NOTICE OF AQUACULTURE LEASE RENEWAL

#### Clause 35 (4)

THE Minister has renewed the following class 1 Aquaculture Lease:

OL85/163 within the estuary of the Bellinger River having an area of 0.5700 hectares to Edward Thomas Durie of Repton NSW for a term of 15 years expiring on 8 March 2017.

The Hon EDWARD OBEID, OAM, M.L.C.,  
Minister for Mineral Resources  
and Minister for Fisheries



# Department of Land and Water Conservation

## Land Conservation

### DUBBO OFFICE

**Department of Land and Water Conservation**  
**142 Brisbane Street (PO Box 865), Dubbo, NSW 2830**  
**Phone: (02) 6841 5200 Fax: (02) 6841 5231**

#### NOTIFICATION OF VESTING OF LAND UNDER THE CROWN LANDS ACT 1989

IN pursuance of the provisions of section 76 of the Crown Lands Act 1989, I, John Aquilina, Minister for Land and Water Conservation, do by this notification, vest the estate in the fee simple of the land described in the schedule hereto in the Council of the City of Dubbo subject to the reservation to the Crown of all minerals which the said land contains.

The land is deemed to have been classified as community land under the Local Government Act 1993 pursuant to the provisions of section 77, Crown Lands Act 1989.

The land vested is limited to the surface and to a depth of 20 metres below the surface.

Reserve 87819 for Public Recreation, notified 19th June, 1970 is hereby revoked and the vesting shall take effect on and from the date of publication of this notification.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation  
 and Minister for Fair Trading

#### SCHEDULE

*Land District and City—Dubbo*

Parish Dubbo, County Lincoln, 10.76 hectares at Dubbo, being Lot 200, DP 1037184.

#### DISSOLUTION OF RESERVE TRUST

PURSUANT to section 92(3) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder, which was established in respect of the reserve specified opposite thereto in Column 2 of the Schedule, is dissolved.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

#### SCHEDULE

##### COLUMN 1

Mogriguy Recreation Reserve Trust

##### COLUMN 2

Reserve No. 85841  
 Public Purpose: Public Recreation  
 Notified: 17 June 1966  
 File Reference: DB81R89/1

#### APPOINTMENT OF RESERVE TRUST AS TRUSTEE OF A RESERVE

PURSUANT to section 92(1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder is appointed as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

#### SCHEDULE

##### COLUMN 1

Mogriguy Public Hall Trust

##### COLUMN 2

Reserve No. 85841  
 Public Purpose: Public Recreation  
 Notified: 17 June 1966  
 File Reference: DB81R89/1

#### APPOINTMENT OF TRUST BOARD MEMBERS

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose names are specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as members of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedule.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

#### SCHEDULE

##### COLUMN 1

The person for the time being holding the office of Supervisor, Orange Botanic Gardens, Orange City Council (ex-officio member)  
 The person for the time being holding the office of Curator/Manager, Mount Annan Botanic Garden, Royal Botanic Gardens Sydney (ex-officio member)

##### COLUMN 2

Burrendong Arboretum Trust

##### COLUMN 3

Reserve No. 120082  
 Public Purpose: Arboretum  
 Notified: 22 June 1990  
 File Reference: DB90R68/6

For a term commencing this day and expiring 15 August 2006.

**FAR WEST REGIONAL OFFICE**  
**Department of Land and Water Conservation**  
**45 Wingewarra Street (PO Box 1840), Dubbo, NSW 2830**  
**Phone: (02) 6883 3000 Fax: (02) 6883 3099**

**ALTERATION OF CONDITIONS OF WESTERN  
LANDS LEASES**

IT is hereby notified that in pursuance of the provisions of section 18J, Western Lands Act 1901, the conditions of the undermentioned Western Lands Lease have been altered as shown.

JOHN AQUILNA, M.P.,  
Minister for Land and Water Conservation

—————  
*Administrative District and Shire – Balranald;  
Parish – Gulthul; County – Taila*

The conditions of Western Lands Lease No. 5654, being the land contained within Folio Identifier 3396/765684 and 4238/766865, have been altered effective from 18 April 2002 by the inclusion of the special conditions following. The conservation areas indicated in the special conditions comprise 2027 hectares.

—————  
**SPECIAL CONDITIONS ATTACHED TO WESTERN  
LANDS LEASE 5654**

1. The lessee shall erect and maintain a domestic stockproof standard fence surrounding the conservation area shown hatched on the diagram hereunder and ensure the area remains ungrazed by both domestic stock and feral animals.
2. The lessee shall not clear any vegetation or remove any timber within the conservation area shown hatched on the diagram hereunder unless written approval has been granted by either the Commissioner or the Minister.
3. The lessee will manage the conservation area shown hatched on the diagram hereunder according to the Southern Mallee Guidelines for the development of Land Use Agreements (Southern Mallee Regional Planning Committee 1999 as amended).

4. Special Condition 1 above shall be revoked, upon application by the lessee, in the event of the revocation of Cultivation Consent for any reason other than breach of Consent condition(s).

—————  
*Administrative District and Shire – Balranald  
Parishes – Grant, Gulthul and Mundonah;  
County – Taila*

The conditions of Western Lands Lease No. 1030, being the land contained within Folio Identifier 82/761059, have been altered effective from 18 April 2002 by the inclusion of the special conditions following. The conservation area indicated in the special conditions comprises 370 hectares.

—————  
**SPECIAL CONDITIONS ATTACHED TO WESTERN  
LANDS LEASE 1030**

1. The lessee shall erect and maintain a domestic stockproof standard fence surrounding the conservation area shown hatched on the diagram hereunder and ensure the area remains ungrazed by both domestic stock and feral animals.
2. The lessee shall not clear any vegetation or remove any timber within the conservation area shown hatched on the diagram hereunder unless written approval has been granted by either the Commissioner or the Minister.
3. The lessee will manage the conservation area shown hatched on the diagram hereunder according to the Southern Mallee Guidelines for the development of Land Use Agreements (Southern Mallee Regional Planning Committee 1999 as amended).
4. Special Condition 1 above shall be revoked, upon application by the lessee, in the event of the revocation of Cultivation Consent for any reason other than breach of Consent condition(s).

—————  
**GOULBURN OFFICE**  
**Department of Land and Water Conservation**  
**159 Auburn Street (PO Box 748), Goulburn, NSW 2580**  
**Phone: (02) 4828 6725 Fax: (02) 4828 6730**

**CORRECTION OF DEFECTIVE INSTRUMENT**

**ROADS ACT 1993**

**ORDER**

IN pursuance of the provisions of the Roads Act 1993, section 257 the Instrument contained within *Government Gazette* No. 19 dated 11 January 2002, Folio 104, being Notification of Closing of a Road in the Parish of Manton, County of King, “(not being land under the Real Property Act)” should be deleted and replaced with “(being land in CT Volume 10488 Folio 212)”.

**GRIFFITH OFFICE**  
**Department of Land and Water Conservation**  
**2nd Floor, Griffith City Plaza,**  
**120–130 Banna Avenue (PO Box 1030), Griffith, NSW 2680**  
**Phone: (02) 6962 7522 Fax: (02) 6962 5670**

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

Description

*Land District – Yanco; Shire – Leeton*

Road closed: Lot 1, DP 1033783 at Wamoon, Parish Tuckerbil, County Cooper, (not being land under the Real Property Act). File No.: GH02H12

Note: On closing, the land within Lot 1, DP 1033783 remains vested in the State of New South Wales as Crown land.

**MAITLAND OFFICE**  
**Department of Land and Water Conservation**  
**Newcastle Road (PO Box 6), East Maitland, NSW 2323**  
**Phone: (02) 4934 2280 Fax: (02) 4934 2252**

**NOTIFICATION OF CLOSING OF ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished.

JOHN AQUILINA, M.P.,  
 Minister for Fair Trading and  
 Minister for Land and Water Conservation

Description

*Parish – Awaba;*  
*County – Northumberland;*  
*Land District – Newcastle*  
*Local Government Area – Lake Macquarie*

Road Closed: Lot 1, DP 1039389 at Buttaba (not being land under the Real Property Act). File Reference: MD01 H 142.

Note: On closing, the land within Lot 1, DP 1039389 will remain land vested in the Crown as Crown land.

**ORANGE OFFICE**  
**Department of Land and Water Conservation**  
**92 Kite Street (PO Box 2146), Orange, NSW 2800**  
**Phone: (02) 6393 4300 Fax: (02) 6362 3896**

**DISSOLUTION OF A RESERVE TRUST,  
 ESTABLISHMENT OF A RESERVE TRUST AND  
 APPOINTMENT OF TRUST MANAGER**

PURSUANT to section 92 (3) of the Crown Lands Act 1989, the reserve trust, which is trustee of the reserves specified in Column 1 of the Schedule at the date hereof, is dissolved.

Pursuant to section 92 (1) of the Crown Lands Act 1989, the reserve trust specified in Column 2 of the schedule hereunder is established under the name stated in that Column and is appointed trustee of the reserves specified opposite thereto in Column 1 of the Schedule.

Pursuant to section 95 of the Crown Lands Act 1989, the corporation specified in Column 3 of the Schedule hereunder is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2 which is trustee of the reserves referred to in Column 1.

JOHN AQUILINA, M.P.,  
 Minister for Fair Trading,  
 Minister for Land and Water Conservation.

SCHEDULE

**COLUMN 1**

- Reserve 190073 at Forbes, for the purpose of Public Recreation, notified in the *Government Gazette* of 31 March 1989.
- Reserve 60690 at Forbes, for the purpose of Public Recreation and Access, notified in the *Government Gazette* of 28 September 1928.
- Reserve 77290 at Forbes for the purpose of Public Recreation, notified in the *Government Gazette* of 17 December 1954.
- Reserve 78536 at Forbes, for the purpose of Children's Playground, notified in the *Government Gazette* of 27 April 1956.
- Reserve 87252 at Forbes, for the purpose of Public Recreation, notified in the *Government Gazette* of 4 July 1969.
- Reserve 9138 at Forbes, for the purpose of Public Recreation, notified in the *Government Gazette* of 15 June 1889.
- Reserve 99708 at Forbes, for the purpose of Public Recreation, notified in the *Government Gazette* of 1 March 1985.

**COLUMN 2**

Evans Shire Passive Recreation Area Trust.

**COLUMN 3**

Forbes Shire Council.  
 File Reference OE94A5.

**REVOCATION OF RESERVATION OF CROWN  
 LAND**

PURSUANT to section 90 of the Crown Lands Act 1989, the reservation of Crown land specified in Column 1 of the Schedule hereunder is revoked to the extent specified opposite thereto in Column 2 of the Schedule.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation

SCHEDULE

**COLUMN 1**

Land District: Parkes  
 Local Government Area:  
 Parkes Shire Council  
 Locality: Parkes  
 Reserve No. 55546  
 Public Purpose: Water  
 Notified: 14 July 1922  
 File Reference: OE80H1406

**COLUMN 2**

The whole being Lot 7029  
 D.P. No. 750152 #  
 Parish: Currajong  
 County: Ashburnham  
 of an area of 1100 square metres

Notes: Following revocation it is intended to re-reserve the land for Access & Urban Services

Disclaimer: # Please note that the above Lot numbers marked # are for Departmental use only.

**SYDNEY METROPOLITAN OFFICE**  
**Department of Land and Water Conservation**  
**Level 12, Macquarie Tower 10 Valentine Avenue, Parramatta NSW 2124**  
**(PO Box 3935, Parramatta NSW 2124**  
**Phone: (02) 9895 7657 Fax: (02) 9895 6227**

**NOTIFICATION OF CLOSING OF ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder specified is closed and the road ceases to be public road and the rights of passage and access that previously existed in relation to the road are extinguished.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation.

—————  
 Descriptions

*Land District – Windsor*  
*L.G.A. – Blacktown*

Lot 1, D.P. 1039977 at Quakers Hill, Parish Gidley, County Cumberland, (being land in F/I 1102/787063). File No. MN00H253.

Note: On closing, title for the land in Lot 1 remains vested in Blacktown City Council as operational land.

**REVOCATION OF RESERVATION OF CROWN LAND**

PURSUANT to section 90(1) of the Crown Lands Act 1989, the reservation of Crown land specified in Column 1 of the Schedule hereunder, is revoked to the extent specified opposite thereto in Column 2 of the Schedule.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation.

—————  
 SCHEDULE

**COLUMN 1**

Land District: Metropolitan  
 Council: Sutherland  
 Parish: Heathcote  
 County: Cumberland  
 Location: Engadine  
 Reserve No. 100147  
 Purpose: Reserve for Residential Development by the Department of Housing  
 Date of Notification: 20 May 1988  
 File No.: MN90H46.

**COLUMN 2**

Lot 111, D.P. 1040011 comprising an area of 142.5 square metres

**ASSIGNMENT OF NAME TO A RESERVE TRUST**

PURSUANT to clause 4(3) of Schedule 8 to the Crown Lands Act 1989, the name specified in Column 1 of the Schedule hereunder is assigned to the reserve trust constituted as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

JOHN AQUILINA, M.P.,  
 Minister for Land and Water Conservation.

—————  
 Schedule

**COLUMN 1**

Manly Ocean Beach  
 (R60612) Reserve Trust

**COLUMN 2**

Reserve No. 60612  
 Public Purpose: Public Recreation  
 Notified: 27 July 1928  
 File Reference: MN02R32

**TAREE OFFICE**  
**Department of Land and Water Conservation**  
**102-112 Victoria Street (PO Box 440), Taree, NSW 2430**  
**Phone: (02) 6552 2788 Fax: (02) 6552 2816**

**DRAFT ASSESSMENT OF LAND UNDER PART 3  
OF THE CROWN LANDS ACT 1989 AND CROWN  
LANDS REGULATION 1995**

The Minister for Land and Water Conservation has prepared a draft land assessment for the Crown land described hereunder.

Inspection of this draft assessment can be made at the Department of Land and Water Conservation, 102-112 Victoria Street, Taree and at the Offices of Great Lakes Council during normal business hours.

Representations are invited from the public on the draft assessment. These may be made in writing for a period commencing from 3 May 2002 to 3 June 2002 and should be sent to the Manager, Resource Knowledge, Department of Land and Water Conservation, P.O. Box 440, Taree, 2430. Telephone enquiries should be directed to the Taree office on 02 6552 2788.

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation

Description: Part of bed of Wallamba River being R56146 from Sale or Lease Generally (notified 11 May 1923) fronting Lot 11, DP 809081.

Reason: Consideration of application for licence for domestic jetty fronting Crown public road.

Contact Officer: Bob Birse. File No. TE01 H 173.

**RESERVATION OF CROWN LAND**

PURSUANT to section 87 of the Crown Lands Act 1989, the Crown land specified in Column 1 of the Schedule hereunder is reserved as specified opposite thereto in Column 2 of the Schedule.

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation

**SCHEDULE**

COLUMN 1	COLUMN 2
Land District: Kempsey	Reserve No.: 1003268
Local Government Area: Kempsey	Public Purpose: Public Recreation and Environmental Protection
Locality: Goolawah	
<i>Lot DP</i>	
140 754441	
214 754441	
27 754441	
296 754441	
230 754441	
228 754441	
Parish: Palmerston	
County: Macquarie	
Area: 296.60 hectares	
File No.: TE02R43	

**ESTABLISHMENT OF RESERVE TRUST**

PURSUANT to section 92(1) of the Crown Lands Act 1989, the reserve trust specified in Column 1 of the Schedule hereunder is established under the name stated in that Column and is appointed as trustee of the reserve specified opposite thereto in Column 2 of the Schedule.

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation

**SCHEDULE**

COLUMN 1	COLUMN 2
Goolawah Public Recreation Reserve (1003268) Trust	Reserve No.: 1003268 Public Purpose: Public Recreation and Environmental Protection Notified: This day File No.: TE02R43

**APPOINTMENT OF CORPORATION TO MANAGE  
RESERVE TRUST**

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedule hereunder is appointed to manage the affairs of the reserve trust specified opposite thereto in Column 2, which is trustee of the reserve referred to in Column 3 of the Schedule.

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation

**SCHEDULE**

COLUMN 1	COLUMN 2	COLUMN 3
Kempsey Shire Council	Goolawah Public Recreation Reserve (1003268) Trust	Reserve No.: 1003268 Public Purpose: Public Recreation and Environmental Protection Notified: This day File No: TE02R43

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be public road and the rights of passage and access that previously existed in relation to the road is extinguished.

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation,  
Minister for Fair Trading

**Description**

*Land District – Taree*  
*Local Government Area – Hastings*

Lot 1, DP 1039016 Parish Johns River, County Macquarie (not being land under the Real Property Act).

Note: The land remains vested in the Crown as Crown land. File No. TE00H250.

**REVOCAION OF RESERVATION OF CROWN  
LAND**

PURSUANT to Section 90 of the Crown Lands Act, 1989, the reservation of Crown land specified in Column 1 of the Schedule hereunder is revoked to the extent specified opposite thereto in Column 2 of the Schedule.

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation  
Minister for Fair Trading

SCHEDULE

COLUMN 1	COLUMN 2
Land District: Kempsey	The whole of the Reserve
L.G.A.: Kempsey	within Lot 4, DP 722724
Parish: Congarinni	and allotment 3, Section 8,
County: Raleigh	DP758630.
Locality: Macksville	
Reserve No. 89589	
Purpose: Kindergarten	
Date of Notification: 12th September 1975 and 21st April 1989	
Torrens Title Identifier affected 4/722724	
File No: TE 94H173	

**WAGGA WAGGA OFFICE**  
**Department of Land and Water Conservation**  
**43–45 Johnston Street (PO Box 10), Wagga Wagga, NSW 2650**  
**Phone: (02) 6923 0400 Fax: (02) 6931 0397**

**DRAFT ASSESSMENT OF CROWN LAND UNDER  
PART 3 OF THE CROWN LANDS ACT 1989 AND THE  
CROWN LANDS REGULATION 2000.**

THE Minister for Land and Water Conservation has prepared a draft assessment for the Crown land described hereunder.

Inspection of this draft assessment can be made at the Wagga Wagga District Office of the Department of Land and Water Conservation, on the corner of Johnson and Tarcutta Streets, Wagga Wagga, and at the Wagga Wagga City Council Chambers, Baylis Street, Wagga Wagga, during normal working hours.

Representations are invited from the public on the draft assessment. These may be made in writing for a period of twenty eight (28) days commencing from the 3rd May 2002 until the 31st May 2002 and should be sent to the Land Assessment Officer, Department of Land and Water Conservation, PO Box 10 Wagga Wagga 2650. Please quote reference number 1097032. Wagga District Office File: WA91H39.

Reason for assessment: The purpose of this assessment is to address the future use of the land described hereunder.

JOHN AQUILINA, M.P.,  
Minister for Land and Water Conservation

Description: Crown land at Uranquinty comprising a total area of approximately 5.5 hectares being Lots 218, 219 and 220, DP 43136; Lot 1, DP 590564 and Lot 1, DP 593903. Parish of Uranquinty, County of Mitchell and Local Government Area of Wagga Wagga.

Contact Officer: Shona Cowley 02-6923 0474.

## Water Conservation

### WATER ACT 1912

Under Section 22B

Notice of Withdrawal of Pumping Suspensions

Fawcetts Creek and Its Tributaries

THE Department of Land and Water Conservation advises that Pumping Suspensions under section 22B of the Water Act 1912 relating to Fawcetts Creek and its tributaries with respect to the taking of water therefrom hereby gives notice to all holders of permits, authorities and licenses under Part 2 of the Water Act that pumping suspensions so imposed are now cancelled. Diversion of water must however be undertaken in accordance with the conditions of individual licenses. (GA2:343341).

Dated this 30th day of April 2002.

G. LOLLBACK,  
Resource Access Manager  
North Coast Region, GRAFTON

### WATER ACT 1912

Under Section 22B

Notice of Withdrawal of Pumping Suspensions

North Pumpenbil Creek and South Pumpenbil Creek and  
Their Tributaries

THE Department of Land and Water Conservation advises that Pumping Suspensions under section 22B of the Water Act 1912 relating to North Pumpenbil Creek, South Pumpenbil Creek and their tributaries with respect to the taking of water therefrom hereby gives notice to all holders of permits, authorities and licenses under Part 2 of the Water Act that pumping suspensions so imposed are now cancelled. Diversion of water must however be undertaken in accordance with the conditions of individual licenses. (GA2: 343340).

Dated this 30th day of April 2002.

G. LOLLBACK,  
Resource Access Manager  
North Coast Region, GRAFTON

### WATER ACT 1912

AN APPLICATION under Part 2 within a proclaimed (declared) local area under section 5 (4) of the Water Act 1912.

An application for a licence under section 10 for works within a proclaimed (declared) local area as generally described hereunder has been received from:

*Murrumbidgee Valley*

RUTLEDGE PASTORAL CO. (YEADON) PTY LIMITED for 3 pumps on the Murrumbidgee River, Lot 15, DP 756787, Parish of Rutherford, County of Waradgery, for a water supply for stock purposes and irrigation of 1.66 hectares, (cereals including rice, oilseed and pasture). New Licence due to permanent transfer of 10 megalitres of water allocation. Reference: 40SL70764.

Any enquiries regarding the above should be directed to the undersigned (telephone 02 6953 0700).

Formal objections to the application specifying the grounds thereof, may be made by any statutory authority or a local occupier within the proclaimed area and must be lodged with the Department's Regional Director at Leeton within the 28 days as fixed by the Act.

S. F. WEBB,  
Resource Access Manager  
Murrumbidgee Region

Department of Land and Water Conservation  
PO Box 156, LEETON NSW 2705.

### WATER ACT 1912

AN APPLICATION under Part 2 within a Proclaimed (declared) Local Area under section 5 (4) of the Water Act 1912.

An application for an authority under section 20 for works within a proclaimed (declared) local area as generally described hereunder has been received from:

*Murrumbidgee Valley*

Ronald Norman and Suzanne Patricia HARRIS and Caira Stock Water Supply for 3 pumps, a diversion pipe and a diversion channel on the Murrumbidgee River, Lot 45, DP 751210, Parish of Narahquong, and a pump on Lot 47, DP 751204, Parish of Maremley, County of Caira, for a water supply for stock and domestic purposes and irrigation of 810 hectares, (cereals, oilseed, cotton and pasture). Replacement authority, no increase in valley allocation. Reference: 40SA5591.

Any enquiries regarding the above should be directed to the undersigned (telephone 02 6953 0700).

Formal objections to the application specifying the grounds thereof, may be made by any statutory authority or a local occupier within the proclaimed area and must be lodged with the Department's Regional Director at Leeton within the 28 days as fixed by the Act.

S. F. WEBB,  
Resource Access Manager,  
Murrumbidgee Region

Department of Land and Water Conservation  
PO Box 156, LEETON NSW 2705.

### WATER ACT 1912

AN APPLICATION for a licence under Part 5 of the Water Act 1912, as amended, has been received from:

*Murrumbidgee Valley*

Michael BATINICH for a bore on Lot 2, DP 606253, Parish of Wilkie, County of Harden for a water supply for domestic and irrigation purposes (Orchard). New Licence. (Reference: 40BL188689).



Written submissions of support or objections with grounds stating how your interest may be affected must be lodged before 31 May 2002 as prescribed by the Act.

S. F. WEBB,  
Resource Access Manager,  
Murrumbidgee Region

Department of Land and Water Conservation  
PO Box 156, LEETON NSW 2705.

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**WATER ACT 1912**

AN APPLICATION for an Authority under the section 20 of Part 2 of the Water Act 1912, as amended, has been received from:

Charlie, Michael and Mario VELLA and others for a pump on the Hawkesbury River, part road east of 5/245687, Parish of Currency, County of Cook for the irrigation of 20 hectares (Vegetables)(Replacement Authority – No increase in area) (Not subject to the 1995 Hawkesbury – Nepean Embargo) (Reference:10SA2527) (GA2:462910).

Any inquiries regarding the above should be directed to the undersigned (Phone: 9895 7780).

Written objections specifying grounds thereof must be lodged with the Department within 28 days of the date of this publication as prescribed by the Act.

WAYNE CONNERS,  
Acting Natural Resource Project Officer  
Sydney/South Coast Region

Department of Land and Water Conservation  
PO Box 3935, PARRAMATTA NSW 2124.

**WATER ACT 1912**

AN APPLICATION under Part 8, being within a Proclaimed (declared) Local Area under section 5(4) of the Water Act.

An application for approval of a controlled work under section 167 within the Proclaimed (declared) Local Area described hereunder has been received as follows:

*Namoi River Valley*

Colin and Marion SNAPE for Controlled Works consisting of a water way on the Liverpool Plains (Goran Lake) Floodplain on Lot 1/249143, Lot 2/209783 and Part Lot 1/546505, Parish of Goran, County of Pottinger on the property known as “Golden Acres” for drainage development on the floodplain. Reference: 90CW810905.

Written objections to the application specifying the grounds thereof may be made by any statutory authority or local occupier within the Proclaimed Area, whose interest may be affected must be lodged with the Department’s Resource Access Manager at Tamworth by 31st May 2002.

Plans showing the location of the works referred to in the above application may be viewed at the Tamworth or Gunnedah offices of the Department of Land and Water Conservation.

GEOFF CAMERON,  
Manager Resource Access

Department of Land and Water Conservation  
PO Box 550, TAMWORTH NSW 2340.

## Department of Mineral Resources

NOTICE is given that the following application has been received:

### EXPLORATION LICENCE APPLICATION

(T02-0065)

No. 1905, PAN GEM RESOURCES (AUST) PTY LTD (ACN 064 972 621), area of 7 units, for Group 6, dated 23 April, 2002. (Inverell Mining Division).

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

NOTICE is given that the following applications have been granted:

### MINERAL CLAIM APPLICATION

(T96-1264)

Singleton No. 16, now Mineral Claim No. 274 (Act 1992) ANNETTE ANNIWELL, Parish of Bindera, County of Gloucester, area of about 1.73 hectares, to mine for gold, dated 2 April, 2002, for a term until 1 April, 2007.

### MINING LEASE APPLICATIONS

(T98-1171)

Singleton No. 115, now Mining Lease No. 1508 (Act 1992), UNIMIN AUSTRALIA LIMITED (ACN 000 971 844), Parish of Melbourne, County of Brisbane, Map Sheet (9034-2-S), area of 89 hectares, to mine for bentonite (including fuller's earth), dated 19 March, 2002, for a term until 18 March, 2023.

(C01-0298)

Singleton No. 177, now Mining Lease No. 1506 (Act 1992), NARDELL COAL CORPORATION PTY LIMITED (ACN 067 791 646), Parish of Liddell, County of Durham, Map Sheet (9133-3-S), area of 7.838 hectares, for the purpose of stockpiling or depositing of overburden, ore or tailings, dated 22 March, 2002, for a term until 21 March, 2023.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

NOTICE is given that the following applications for renewal have been received:

(C92-2027)

Exploration Licence No. 4575, MARUBENI THERMAL COAL PTY LTD (ACN 061 468 620), ANGLO COAL (DARTBROOK) PTY LTD (ACN 000 012 813) and SSANGYONG RESOURCES PTY LIMITED (ACN 071 744 986), area of 960.6 hectares. Application for renewal received 22 April, 2002.

(T95-1139)

Exploration Licence No. 5023, OXIANA RESOURCES N.L. (ACN 005 482 824), area of 47 units. Application for renewal received 26 April, 2002.

(T98-1016)

Exploration Licence No. 5485, KANNATEAL PTY LTD (ACN 080 178 490) and PLUMBUM PTY LTD (ACN 079 398 780), area of 35 units. Application for renewal received 24 April, 2002.

(T99-0242)

Exploration Licence No. 5735, DOUGLAS JOHN WILSON, MICHAEL SANTI and UWE SCHUMACHER, area of 24 units. Application for renewal received 22 April, 2002.

(T99-0220)

Exploration Licence No. 5739, TRIAKO RESOURCES LIMITED (ACN 008 498 119), area of 27 units. Application for renewal received 26 April, 2002.

(T99-0215)

Exploration Licence No. 5740, ILUKA RESOURCES LIMITED (ACN 008 675 018), area of 101 units. Application for renewal received 19 April, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

### RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(M81-4315)

Authorisation No. 324, LITHGOW COAL COMPANY PTY LIMITED (ACN 073 632 952), County of Roxburgh, Map Sheet (8931), area of 600 hectares, for a further term until 9 April, 2007. Renewal effective on and from 10 April, 2002.

(C89-0686)

Authorisation No. 420, LITHGOW COAL COMPANY PTY LIMITED (ACN 073 632 952), County of Roxburgh, Map Sheet (8931), area of 1333 hectares, for a further term until 9 April, 2007. Renewal effective on and from 10 April, 2002.

(T96-0102)

Mining Lease No. 410 (Act 1973), BORAL LIMITED (ACN 008 421 761), Parish of Cullen Bullen, County of Roxburgh, Map Sheet (8831-2-N), area of 10.53 hectares, for a further term until 31 December, 2010. Renewal effective on and from 10 April, 2002.

(T96-0103)

Mining Lease No. 411 (Act 1973), BORAL LIMITED (ACN 008 421 761), Parish of Cullen Bullen, County of Roxburgh, Map Sheet (8831-2-N), area of 3288.1 square metre, for a further term until 31 December, 2010. Renewal effective on and from 10 April, 2002.

(T98-0122)

Mineral Lease No. 5673 (Act 1906), BORAL LIMITED (ACN 008 421 761), Parish of Cullen Bullen, County of Roxburgh, Map Sheet (8831-2-N), area of 8347 square metres, for a further term until 31 December, 2010. Renewal effective on and from 10 April, 2002.

(T99-0557)

Private Lands Lease No. 3576 (Act 1906), BORAL LIMITED (ACN 008 421 761), Parish of Cullen Bullen, County of Roxburgh, Map Sheet (8831-2-N), area of 8.094 hectares, for a further term until 31 December, 2010. Renewal effective on and from 10 April, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

### CANCELLATION OF AUTHORITIES AT REQUEST OF HOLDERS

NOTICE is given that the following authorities have been cancelled:

(T99-0198)

Exploration Licence No. 5732, CARDIA TECHNOLOGIES LIMITED (ACN 064 755 237), County of Durham and County of Gloucester, Map Sheet (9134, 9234), area of 64 units. Cancellation took effect on 23 April, 2002.

(T01-0123)

Exploration Licence No. 5890, MICHELAGO LIMITED (ACN 057 816 609), County of Bland, Map Sheet (8428, 8429), area of 77 units. Cancellation took effect on 24 April, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

### TRANSFERS

(C02-0111)

Authorisation No. 330, formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Authorisation No. 340, formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Consolidated Coal Lease No. 706 (Act 1973), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Consolidated Coal Lease No. 707 (Act 1973), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Exploration Licence No. 5347, formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Mineral Lease No. 1051 (Act 1906), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Mineral Lease No. 1052 (Act 1906), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Mineral Lease No. 1308 (Act 1906), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Mining Lease No. 1369 (Act 1992), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Mining Purposes Lease No. 211 (Act 1906), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Mining Purposes Lease No. 337 (Act 1973), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Mining Purposes Lease No. 1349 (Act 1906), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Mining Purposes Lease No. 1389 (Act 1906), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

(C02-0111)

Mining Purposes Lease No. 1400 (Act 1906), formerly held by COAL OPERATIONS AUSTRALIA LIMITED (ACN 062 894 464) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680) has been transferred to LAKECOAL PTY LTD (ACN 094 084 787) and CATHERINE HILL RESOURCES PTY LIMITED (ACN 063 050 680). The transfer was registered on 19 April, 2002.

EDWARD OBEID, M.L.C.,  
Minister for Mineral Resources

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## Department of Planning

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### **Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (S01/00622/S69)

ANDREW REFSHAUGE, M.P.,  
Minister for Planning

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Clause 1 Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

### 1 Name of plan

This plan is *Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)*.

### 2 Aims of plan

This plan aims to amend *Dubbo Local Environmental Plan 1998—Urban Areas* and the Zoning Map supporting that plan so as to do the following:

- (a) make various zoning and mapping amendments as follows:
  - (i) extend the character conservation area to 117–121 Cobra Street,
  - (ii) rezone an allotment located to the south west of the intersection of Blackbutt Road and the Newell Highway to the Urban Expansion Zone,
  - (iii) designate as “Future Residential” certain areas in the Urban Expansion Zone near the junction of Old Dubbo Road and Hennessy Road,
  - (iv) change the designation of certain land to the north east of the City from “Future Industrial” to “Future Freight Rail Interchange” and rezone the area to the south of the railway line to “Utilities—Effluent Disposal” to reflect the refined extent of Industrial Candidate Area No 4,
  - (v) rezone No 94 Bultje Street, 281 Darling Street, 228 Brisbane Street and 1–7 Queen Street to the Residential Medium Density Zone to better reflect current and proposed development,
  - (vi) extend the Tourism and Leisure Zone in Whylandra Street, Dubbo, opposite Gloucester Street one lot southwards and rezone the lots immediately north of the bowling club in Whylandra Street from the Commercial Recreation Zone to the Residential Suburban Zone to reflect existing development,
  - (vii) rezone 2 sites on Cobbora Road and one in Cobra Street from the Light Industrial Zone to the Special Business Zone as a result of a review of those zones,

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- (viii) remove the designation “Education” from the school site in Wingewarra Street and replace with the designation “Cultural”,
  - (ix) rezone the school site in Bultje Street from the Residential Suburban Zone to the Institutional Zone and designate it “Education”,
  - (x) add the designation “Emergency Services” to land in the Utilities Zone located near North Burrabadine Road and the designation “Animal Shelter” to land in that zone on Boothenba Road to better reflect existing and proposed development,
  - (xi) rezone a Crown reserve at Dubbo Street, Brocklehurst from the Residential Suburban Zone to the Public Open Space Zone to better reflect the use and flood status of the site,
  - (xii) remove the cul-de-sac head of Stonehaven Avenue from the Commercial Recreation Zone and leave it unzoned and rezone the adjoining public reserve access handle from that zone to the Public Open Space Zone,
  - (xiii) remove unnecessary designations from the Zoning Map,
  - (b) modify the provisions for flood prone land,
  - (c) enable boundary adjustments which will result in the creation of an additional dwelling house entitlement in the Urban/Rural Buffer and Urban Expansion Zones and provide for subdivision along zone boundaries,
  - (d) insert clause 19C to address development applications lodged before amendments are gazetted,
  - (e) insert clause 71 to address unzoned land,
  - (f) allow for educational establishments within, and vary the subdivision provisions relating to, the Residential Fringe Zone,
  - (g) allow for community centres and community service facilities in the Neighbourhood Business Zone,
  - (h) clarify the provisions for subdivision of land in the Tourism and Leisure Zone,
  - (i) allow for machinery dealerships and motor and recreational vehicle dealerships in the General Industrial Zone,
  - (j) modify the clause addressing brothels to separate them from existing dwellings,

Clause 2                      Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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- (k) require future development of the site zoned Institutional Zone in Cobra Street (known as the RAAF site) to be advertised in accordance with clause 20 (2),
- (l) clarify the basis for development in the Utilities Zone,
- (m) allow land in the Private Open Space Zone near the zone boundary to be used for certain additional uses,
- (n) restate Schedule 1 (Dictionary) in two separate Parts: Part 1 containing definitions of land uses and Part 2 containing definitions of other terms,
- (o) make changes to the land use definitions (namely, replace *biosolid waste disposal* with *treated waste application*, *community centre* with *community service facility*, *place of assembly* with *community centre* and *road transport terminal* with *freight transport terminal*, modify the definition of *entertainment facility*, omit the definition of *motel* and add definitions of *machinery dealership*, *motor and recreational vehicle dealership*, *offensive or hazardous industry* and *dairy*),
- (p) change general development control clauses for zones to reflect the changed definitions and to denote development for the purpose of materials recycling depots as development that must be advertised in accordance with clause 20 (2) and development for the purpose of transport depots as development for which consent is required in the Light Industrial Zone,
- (q) modify Schedule 3 (Additional uses of land) so as:
  - (i) to make it more user friendly, and
  - (ii) to enable the use of the land known as 100–102 Bultje Street for the purpose of medical consulting rooms, and
  - (iii) to allow the resubdivision of an anomalous lot in the Urban/Rural Buffer Zone, and
  - (iv) to recognise a pre-existing development application for land in the Sub-regional Business Zone (and so reconcile this with clause 51), and
  - (v) to better facilitate the continued use of established corner stores,
- (r) delete Schedule 4 (Commercial centres), and amend clause 52 (Other controls for Zones 3 (b), 3 (c) and 3 (e)) accordingly, and clarify the intent of the clause,



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- (s) add three sites to Schedule 5 (Heritage items) and make various corrections to that Schedule.

### 3 Land to which plan applies

- (1) This plan applies to all land situated in the City of Dubbo to which *Dubbo Local Environmental Plan 1998—Urban Areas* applies.
- (2) In relation to rezoning, this plan specifically applies to the following land:
- (a) Part Lots 1 and 2 DP 358031 (ICA 4—south), shown edged red and coloured yellow with purple hatching and designated “Effluent Disposal” on sheet 1,
  - (b) Lot 7017 DP 754328 (Brocklehurst), shown edged red and coloured green on sheet 1,
  - (c) Lot 9 DP 755094, Narromine Road (North Burrabadine Fire Station), shown edged red and coloured yellow with purple hatching on sheet 2,
  - (d) Lot 172 DP 753233 (Coffee), shown edged red and coloured khaki on sheet 3,
  - (e) Lot 383 DP 754308 (37 Cobbora Road, corner White Street) and the lots previously zoned Light Industrial bounded by Cobbora Road, Fitzroy Street and the railway line, shown edged heavy purple and coloured light blue with pink hatching on sheet 4,
  - (f) Lot 1 DP 530286 and Lot 3 DP 711418 (Gough and Gilmour site—235–249 Cobra Street), shown edged heavy purple and coloured light blue with pink hatching on sheet 4,
  - (g) Lot 460 DP 729852 (the High School in Wingewarra Street), shown edged heavy purple, coloured yellow and designated “Cultural” on sheet 5,
  - (h) Lot 1 DP 433947, Lots 5–7, 13 and 14 DP 18309 and Lot 101 DP 870637 (Bultje Street school), shown edged heavy purple, coloured yellow and designated “Education” on sheet 5,
  - (i) Lot 7 DP 907, Lot A DP 318972 and Lot A DP 191927 (117–121 Cobra Street), shown edged heavy purple and coloured light blue with green hatching on sheet 5,

Clause 3 Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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- (j) Lot 1 DP 626069 (281 Darling Street), shown edged heavy purple and coloured red on sheet 5, and Part Lot 100 DP 1011785 (228 Brisbane Street) and Lots 11–14 Section 27 DP 7936 (1–7 Queen Street), each shown edged heavy purple and coloured red with green hatching on sheet 5,
  - (k) Lot 1 DP 19998 (78 Whylandra Street), shown edged red and coloured light blue on sheet 6,
  - (l) Lots 245, 246 and 247 DP 822452 (adjoining the Bowling Club), shown edged red and coloured pink on sheet 6,
  - (m) the cul-de-sac head on Stonehaven Avenue, shown edged red and not coloured on sheet 6,
  - (n) Part Lot 7013 DP 753233, Stonehaven Avenue (the access handle for the reserve), shown edged red and coloured dark green on sheet 6,

of the map marked “Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)” (*the amending map*) deposited in the office of the Council of the City of Dubbo.

- (3) In relation to other site-specific changes made by this plan to *Dubbo Local Environmental Plan 1998—Urban Areas*, this plan applies to the following land:
  - (a) that part of Lot 314 DP 754308 (Boothenbah Road) that is shown edged red and coloured yellow with purple hatching on sheet 1 of the amending map (which land this plan designates “Animal Shelter”), and the lots to the south of the City shown edged red and coloured khaki on sheet 3 of the amending map (which land this plan designates “Future Residential”),
  - (b) Lot 25 DP 859859, Lots 2670 and 2671 DP 852445 and Part Lots 1 and 2 DP 358031 (ICA 4—north), shown edged red, coloured khaki and designated “Future Freight/Rail Interchange” on sheet 1 of the amending map (which land was previously designated “Future Industrial”),
  - (c) certain land in the Special Business Zone, the unnecessary designation of which is removed by this plan,
  - (d) unzoned land,
  - (e) the land known as 100–102 Bultje Street,
  - (f) land on which there are corner stores,
  - (g) Lot 101 DP 546974 in Erskine Street, Dubbo,

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Clause 3

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- (h) the land known as 342 Macquarie Street, 169 Brisbane Street and 62–64 Erskine Street (which are added to the Schedule of heritage items to *Dubbo Local Environmental Plan 1998—Urban Areas*).

**4 Amendment of Dubbo Local Environmental Plan 1998—Urban Areas**

*Dubbo Local Environmental Plan 1998—Urban Areas* is amended as set out in Schedule 1.

**5 Amendment of Zoning Map supporting Dubbo Local Environmental Plan 1998—Urban Areas**

The *Zoning Map*, within the meaning of *Dubbo Local Environmental Plan 1998—Urban Areas*, is amended as set out in Schedule 2.

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Schedule 1 Amendments

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## Schedule 1 Amendments

(Clause 4)

### [1] Clause 8

Omit the clause. Insert instead:

#### 8 Flood prone land

- (1) Consent may be granted for facilities which, in the opinion of the consent authority, are essential in times of major flooding, but only in locations where it can be shown that they will be fully operational during a Probable Maximum Flood.
- (2) Consent must not be granted for development on land that is below the Flood Planning Level, unless the consent authority is satisfied that the carrying out of the development is unlikely to significantly:
  - (a) impede the flow of floodwater, or
  - (b) imperil the safety of persons on land inundated by floodwaters, or
  - (c) exacerbate the adverse consequences of floodwaters flowing on the land with regard to erosion, siltation and the destruction of vegetation, or
  - (d) have an adverse effect on riverbank stability, or
  - (e) increase the level or flow of floodwaters over the land or over adjacent land, or
  - (f) increase dependency on emergency services,and the consent authority has considered the consequences of all floods up to the magnitude of the Probable Maximum Flood on access and evacuation routes servicing the land, particularly from the perspective of the risk of entrapment and the danger to life of the entrapped and their rescuers.
- (3) Consent must not be granted to the development of land below the Flood Planning Level unless the consent authority has taken into consideration:

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Amendments

Schedule 1

- 
- (a) the provisions of any manual for the management of flood liable land, the publication of which has been notified in the Gazette under section 733 (5) of the *Local Government Act 1993*, and
  - (b) the relevant characteristics of flooding known to the consent authority, and
  - (c) the requirements of the Council's floodplain management plan.

**[2] Clause 13 Subdivision of land generally**

Insert "(except in the case of a lot created by consolidating former lots)" after "but only if" in clause 13 (2).

**[3] Clause 13 (3)–(5)**

Omit clause 13 (3). Insert instead:

- (3) **Boundary changes in Zones 1 (b) and 1 (e)**  
Despite subclause (2), consent may be granted to a subdivision making boundary changes between allotments within Zone 1 (b) or 1 (e) that results in the creation of an additional dwelling house entitlement, but only where all lots created (including residue lots) that contain dwellings, or are created for the purpose of dwellings, satisfy the minimum lot size for dwellings in the zone.
- (4) **Subdivision for an approved purpose**  
Nothing in this plan prevents consent being granted to a subdivision for a land use permitted in the zone, but only where development for that land use has been consented to and where the subdivision satisfies the other applicable provisions of this plan.
- (5) **Subdivision along zone boundaries**  
Nothing in this plan prevents consent being granted to a subdivision along a zone boundary, but only where each lot created meets the minimum lot size for the relevant zone and the consent authority is satisfied that there are no constraints (such as flooding) preventing the subsequent independent development of each such lot created for the purpose of the land use for which it is zoned.

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Schedule 1 Amendments

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**[4] Clause 19C**

Insert after clause 19B:

**19C Saving provision—development applications lodged before commencement of amendments**

A development application lodged, but not finally determined, before the commencement of an amendment to this plan made by a local environmental plan is to be determined as if the amending plan had been exhibited but the amendment had not commenced.

**[5] Clause 20 General zoning controls**

Omit the second paragraph of clause 20 (2). Insert instead:

These other Divisions also specify development which may be carried out with development consent but which must be advertised. The consent authority must give public notice of proposed development required to be advertised under this subclause:

- (a) by written notices to such landowners in the vicinity of the proposed development as the consent authority considers appropriate, and
- (b) by a notice published in a newspaper circulating generally in the Dubbo City area (unless the consent authority considers the likely impact of the proposed development on the immediate locality to be minimal), and
- (c) if the consent authority so wishes, additionally by any other appropriate means.

The notices must state that any person may make a written submission to the consent authority in relation to the proposed development during the period specified in the notice (which must be a period of at least 14 days after the issue of the notice). The consent authority must have regard to any submissions received within the specified period when determining the relevant development application.

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Amendments

Schedule 1

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**[6] Clause 22 Zone 1 (b) Urban/Rural Buffer Zone—general development controls**

Omit “community centres;” and “road transport terminals;” from clause 22 (5).

**[7] Clause 22 (5)**

Insert “community service facilities;” and “freight transport terminals;” in alphabetical order.

**[8] Clause 22 (6)**

Omit “biosolid waste disposal;”, “hazardous industries;”, “motels;”, “offensive industries;” and “places of assembly;”.

**[9] Clause 22 (6)**

Insert “community centres;”, “dairies;”, “machinery dealerships;”, “motor and recreational vehicle dealerships;”, “offensive or hazardous industries;” and “treated waste application;” in alphabetical order.

**[10] Clause 23 Subdivision of land within Zone 1 (b)**

Omit “clause 13 (2)”. Insert instead “clause 13”.

**[11] Clause 26 Zone 1 (e) Urban Expansion Zone—general development controls**

Omit “hazardous industries;”, “offensive industries;” and “road transport terminals;” from clause 26 (5).

**[12] Clause 26 (5)**

Insert “freight transport terminals;” and “offensive or hazardous industries;” in alphabetical order.

**[13] Clause 26 (6)**

Omit “biosolid waste disposal;”, “motels;” and “places of assembly;”.

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

## Schedule 1 Amendments

**[14] Clause 26 (6)**

Insert “community service facilities;”, “dairies;”, “machinery dealerships;”, “motor and recreational vehicle dealerships;” and “treated waste application;” in alphabetical order.

**[15] Clause 27 Subdivision of land within Zone 1 (e)**

Omit “clause 13 (2)” from clause 27 (1). Insert instead “clause 13”.

**[16] Clause 31 Zone 2 (a) Residential Suburban Zone—general development controls**

Omit clause 31 (2) (e). Insert instead:

- (e) to enable the development of land for certain non-residential purposes specified in subclauses (4), (5) and (7), where the scale, character and impacts maintain an acceptable level of residential amenity,

**[17] Clause 31 (7)**

Insert after clause 31 (6):

**(7) Medical consulting rooms**

Despite subclause (6), consent may be granted for development of land within Zone 2 (a) for the purpose of medical consulting rooms if the proposed development meets the objectives of the zone and satisfies the requirements of clause 33 (2) and the site is:

- (a) wholly or partially within 200 metres of land within Zone 3 (a), 3 (b) or 3 (c), or
- (b) within the residential precinct bounded by Barden Avenue, Myall Street, Dubbo Base Hospital, River Street, Lourdes Hospital and Cobborah Road.



Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Amendments

Schedule 1

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**[18] Clause 33**

Omit the clause. Insert instead:

**33 Non-residential uses within Zone 2 (a)**

- (1) The purpose of this clause is to encourage non-residential development to cluster around existing neighbourhood focal points rather than intrude further into established residential areas, and to preserve the amenity of residential areas.
- (2) **Non-residential uses generally**  
Consent may be granted to the carrying out of development on land within Zone 2 (a) that is within 200 metres of land within Zone 3 (a), 3 (b) or 3 (c) for the purpose of child care centres, educational establishments, medical consulting rooms, places of worship, recreation areas or veterinary hospitals if the impact on residential amenity (having regard to likely traffic, parking, noise, odour, signage, streetscape and safety) is acceptable to the consent authority.
- (3) **Non-residential uses on sites more than 200 metres away from land within Zone 3 (a), 3 (b) or 3 (c)**  
Consent may be granted to the carrying out of development on land within Zone 2 (a) that is more than 200 metres from land within Zone 3 (a), 3 (b) or 3 (c) for a non-residential purpose specified in subclause (2) only if there are no suitable sites for the proposed development within 200 metres of land within Zone 3 (a), 3 (b) or 3 (c).

**[19] Clause 34 Zone 2 (b) Residential Medium Density Zone—general development controls**

Omit “medium density” from clause 34 (2) (a) and (b) wherever occurring.

**[20] Clause 36 Zone 2 (c) Residential Fringe Zone—general development controls**

Insert “educational establishments;” in alphabetical order in clause 36 (5).

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Schedule 1 Amendments

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**[21] Clause 37 Subdivision of land within Zone 2 (c)**

Omit “, or” from clause 37 (1) (a). Insert instead:

“or, in the case of irregular shaped lots at the heads of cul-de-sacs, a minimum width of 50 metres at a point no more than half-way down the depth of the block, or”.

**[22] Clause 37 (1) (b) (ii)**

Insert “and is in a neighbourhood that, in the opinion of the consent authority, is not yet developed for residential fringe purposes” after “2,000 square metres”.

**[23] Clause 41 Zone 2 (e) Residential Country Zone—general development controls**

Omit “biosolid waste disposal;” from clause 41 (5).

**[24] Clause 41 (5)**

Insert “treated waste application;” in alphabetical order.

**[25] Clause 46 Zone 3 (a) Regional Business Zone—general development controls**

Omit “; road transport terminals” from clause 46 (5).

**[26] Clause 46 (5)**

Insert “freight transport terminals;” in alphabetical order.

**[27] Clause 46 (6)**

Omit “biosolid waste disposal;”, “hazardous industries;” and “offensive industries;”.

**[28] Clause 46 (6)**

Insert “dairies;”, “offensive or hazardous industries;” and “treated waste application;” in alphabetical order.

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Amendments

Schedule 1

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**[29] Clause 48 Zone 3 (c) Neighbourhood Business Zone—general development controls**

Insert “community centres;” and “community service facilities;” in alphabetical order in clause 48 (4).

**[30] Clause 49 Zone 3 (d) Tourism and Leisure Zone—general development controls**

Omit “motels;” from clause 49 (4).

**[31] Clause 49 (5)**

Omit “places of assembly;”.

**[32] Clause 49 (5)**

Insert “community centres;” in alphabetical order.

**[33] Clause 49A**

Insert after clause 49:

**49A Subdivision of land within Zone 3 (d)**

- (1) Except as allowed by clause 13 and subclause (2), subdivision of land within Zone 3 (d) is prohibited.
- (2) Subdivision of land for the purpose of tourism or a related purpose is allowed, but only with development consent and only if, in the opinion of the consent authority, it is consistent with the objectives of the zone in which the land is situated.

**[34] Clause 50 Zone 3 (e) Special Business Zone—general development controls**

Insert “machinery dealerships (not within the locality known as Industrial Candidate Area No 1 Mitchell/Eulomogo);” and “motor and recreational vehicle dealerships (not within the locality known as Industrial Candidate Area No 1 Mitchell/Eulomogo);” in alphabetical order in clause 50 (4).

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Schedule 1 Amendments

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**[35] Clause 50 (5)**

Omit “community centres;” and “motels (where the sites have dual frontage to Bourke and Darling Streets or Bourke and Brisbane Streets);”.

**[36] Clause 50 (5)**

Insert “community service facilities;”, and “tourist accommodation (where the sites have dual frontage to Bourke and Darling Streets or Bourke and Brisbane Streets);” in alphabetical order.

**[37] Clause 52 Other controls for Zones 3 (b), 3 (c) and 3 (e)**

Omit “The consent authority must not consent to development that would extend the retail floor space of a commercial centre listed in Schedule 4 in excess of 1,000 square metres unless the consent authority has taken into consideration an economic impact assessment, being a statement or report which:”.

Insert instead “The consent authority must not consent to development (including any extension of an existing building or complex) on land within Zone 3 (b), 3 (c) or 3 (e) that would result in the retail floor space of the building or complex exceeding 1,000 square metres unless the consent authority has taken into consideration an economic impact assessment which:”.

**[38] Clause 54 Zone 4 (a) Light Industrial Zone—general development controls**

Omit “community centres;” from clause 54 (4).

**[39] Clause 54 (4)**

Insert “community service facilities;” and “transport depots;” in alphabetical order.

**[40] Clause 54 (5)**

Insert “materials recycling depots;” in alphabetical order.

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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Schedule 1

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**[41] Clause 55 Zone 4 (b) General Industrial Zone—general development controls**

Omit “biosolid waste disposal;” and “road transport terminals;” from clause 55 (4).

**[42] Clause 55 (4)**

Insert “freight transport terminals;”, “machinery dealerships;”, “motor and recreational vehicle dealerships;” and “treated waste application;” in alphabetical order.

**[43] Clause 56 Zone 4 (c) Special Industrial Zone—general development controls**

Omit “biosolid waste disposal;”, “hazardous industries;” and “offensive industries;” from clause 56 (4).

**[44] Clause 56 (4)**

Insert “offensive or hazardous industries;” and “treated waste application;” in alphabetical order.

**[45] Clause 57 Specific controls for brothels and restricted premises**

Insert after clause 57 (c):

- (d) if the building is to be used for the purpose of a brothel, the building is at least 50 metres from any dwelling house existing at the time that the relevant development application is made.

**[46] Clause 59 Zone 5 (a) Institutional Zone—general development controls**

Insert “(except the land known on the appointed day as Lot 1 DP 548568 (the RAAF site in Cobra Street, Dubbo)) after “land within Zone 5 (a)” in clause 59 (4).

**[47] Clause 59 (4)**

Omit “places of assembly;”.

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**[48] Clause 59 (4)**

Insert “community service facilities;” in alphabetical order.

**[49] Clause 59A**

Insert after clause 59:

**59A Special provision concerning RAAF site**

Development specified in clause 59 (4) may be carried out on the land known on the appointed day as Lot 1 DP 548568 (the RAAF site in Cobra Street, Dubbo), but only with development consent and only if it is advertised in accordance with clause 20 (2).

**[50] Clause 60 Zone 5 (b) Utilities Zone—general development controls**

Insert “or is in accordance with a subsequent development strategy for the land adopted or approved by the Council” after “(dated December 1996)” in clause 60 (7) (c).

**[51] Clause 62 Zone 6 (a) Public Open Space Zone—general development controls**

Omit “places of assembly;” from clause 62 (4).

**[52] Clause 62 (4)**

Insert “community service facilities;” in alphabetical order.

**[53] Clause 62 (5)**

Omit “biosolid waste disposal;”.

**[54] Clause 62 (5)**

Insert “; treated waste application” after “cultural centres”.

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**[55] Clause 63 Zone 6 (b) Private Open Space Zone—general development controls**

Omit “hazardous industries;”, “home based child care centres;”, “motels;”, “offensive industries;”, “places of assembly;” and “road transport terminals;” from clause 63 (6).

**[56] Clause 63 (6)**

Insert “community centres;”, “freight transport terminals;”, “home based child care establishments;” and “offensive or hazardous industries;” in alphabetical order.

**[57] Clause 63 (7)**

Insert after clause 63 (6):

- (7) **Other uses for land fronting the Newell Highway, North Dubbo**  
Despite subclause (6), consent may be granted for development for the purpose of the display of agricultural machinery, trucks, caravans or camping equipment, or other similarly bulky but readily transportable equipment, on land fronting Brisbane Street and the Newell Highway between Myall and Talbragar Streets, but only if:
- (a) the development does not involve use of permanent structures (so as to permit the site to be vacated in time to avoid an impending flood), and
  - (b) there are no changes to the natural ground surface, and
  - (c) in the opinion of the consent authority:
    - (i) the development has little significant effect on the visual quality of the corridor, having regard to the scenic role of the corridor as one of the city’s main entries, the opportunities for views and the established character of the neighbourhood, and
    - (ii) there is no suitable site for the development in any other zone, and
    - (iii) the development has no substantial negative impact on the role of Zones 3 (e), 4 (a), 4 (b) and 4 (c).

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**[58] Part 5**

Insert after clause 70:

**Part 5 Miscellaneous**

**71 Land shown uncoloured**

- (1) A person must not carry out development on land shown uncoloured on the Zoning Map (*unzoned land*), except with development consent.
- (2) Consent may be granted to the carrying out of development on unzoned land only if:
  - (a) development of the kind proposed may be carried out (with or without consent) on land within a zone adjoining the unzoned land, and
  - (b) the consent authority is satisfied that the proposed development is compatible with development in each adjoining zone and with the character and use of existing land and buildings in the vicinity, and
  - (c) in the case of unzoned land that is below the highbank of a river or stream, the consent authority has had regard to the following:
    - (i) whether or not the proposed development would prevent use of the waters of the river or stream for recreational purposes and, if so, whether there are sufficient other waters in the locality for use for recreational purposes to mitigate the adverse effect of the proposed development,
    - (ii) the provisions of any plan of management in force from time to time that applies to the unzoned land or land in its vicinity,
    - (iii) any impact the proposed development may have on the natural environment, and
  - (d) in the case of unzoned land that is a public road, the consent authority has had regard to the following:
    - (i) whether the proposed development involves the placement of a vehicle, structure or article (other than a sign post erected by a road authority for the purpose of directing the travelling public) on



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- the road reserve or carriageway for the sole or principal purpose of displaying an advertisement or directional sign to premises at which a business or commercial activity is carried on,
- (ii) any likely impact of the proposed development on the safety and movement of the travelling public,
  - (iii) the availability of parking.

## 72 Redevelopment of certain corner shops

- (1) Development for the purpose of a corner shop may be carried out with development consent on a parcel of land identified in the Table to this clause.
- (2) However, consent must not be granted to the use of more floor area for the purpose of a corner shop on any such parcel of land than the floor area of the premises erected on the parcel of land on the day this clause took effect.
- (3) In this clause, *corner shop* means a shop that sells a variety of merchandise generally of a convenience type and includes a chemist's shop, newsagency, milk bar, take-away food shop, general store, video shop, butcher's shop, baker's shop, fishmonger's shop, hairdresser's or barber's shop, pet supplies shop, sandwich shop or any combination of them.

### Table

35 East Street	lot 13 DP 24578 (The Scot's corner store)
115 Thompson Street	lot 142 DP 534280 (West End store)
3–7A Wattle Street	lots 9–13 DP 207464 (Wattle Street shops)
77 Myall Street	lot 1 DP 43489 (Manera Mini Mart)
1 Bishop Street	lot A DP 337776 (Ex corner store/residence)

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251 Brisbane Street	lot 16 Sec D DP 33637 (Marshall's convenience store)
6 Dalton Street	pt lot 5 DP 16093 (Ex corner store/residence)
51–53 Dalton Street	pt lot A and pt lot B DP 391802 (South Dubbo Butchery)
249 Darling Street	pt cnr lot 11 DP 193007 (Joe's Fish Shop)
174 Darling Street	lot B DP 402503 (Wallys Corner Store)
267 Darling Street	cnr Lot 11 DP 975591 (Zannes Hair)
269 Darling Street	lot C DP 162326 (Johnson's Butchery)
271–275 Darling Street	pt lot A and pt lot B DP 162326 (Dwelling/ex takeaway-hairdresser)
198 Darling Street	lot 1 DP 518204 (Bob's Pet Supplies)
293 Darling Street	pt lot 51 DP 564089 (Dwelling)
327 Darling Street	lot 1 DP 455311 and lot 1 DP 318651 (Anna's General Store/hairdresser)
343A Darling Street	lot 111 DP 209367 (Dubbo Podiatry/ex ham curers)
225–227 Fitzroy Street	lot 3 DP 11646 (Kerry's corner store/barber's shop)
247–251 Fitzroy Street	lots 5 and 6 Sec A DP 2860 (Granny's House/ex take-away)
79–85 Jubilee Street	lots 1–4 DP 703574 (Jubilee Shopping Centre)
64 Palmer Street	lot A DP 372489 (Buckley's corner store)

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36 Nancarrow Street	lot 1 DP 577328 (ex shop/residence)
102 Gipps Street	lot 3 DP 14847 (Karam corner store)
11 Short Street	lot D DP 389765 (Short Street Store)
82–82A Wingewarra Street	lots 1 and 2 DP 200898 (Renatta's Hairdresser/take-away)
112 Erskine Street	lot 5 DP 12919 (Northside Sandwich Shop)
34 Bourke Street	lot 1 DP 195957 (Printorama Take-away Food)
142 Erskine Street	cnr lot B DP 346811 (Crossroads)
2/102 Fitzroy Street	cnr lots 4 and 5 DP 460 and DP 346811 (Roundabout lunch)
136–138 Myall Street	lot 4 DP 398 (Myall St Mini Mart)

**[59] Schedule 1 Dictionary**

Omit the definitions. Insert instead:

**Part 1 Definitions of land uses**

*abattoir* means a building or place used for the slaughter of animals, whether or not animal by-products are processed, manufactured or distributed there, and includes a knackery.

*aerodrome* has the same meaning as in the *Civil Aviation Act 1988* of the Commonwealth.

*agriculture* means:

- (a) the broad scale production of crops or fodder, or
- (b) horticulture, including fruit, vegetable and flower crop production, and wholesale plant nurseries, or
- (c) the grazing of livestock, or

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- (d) the keeping and breeding of livestock, including poultry, other birds and bees,

for commercial purposes but (in Part 3) does not include any other use elsewhere defined in this Part.

**animal cemetery** means a building or place used for the interment of deceased pets, including dogs, cats and other animals kept as domestic pets.

**animal establishment** means a building or place used for the breeding, boarding or training of, or caring for, animals for commercial purposes and includes stables and riding schools, but does not include kennels or an intensive livestock keeping establishment.

**aquaculture** means the cultivation of the resources of inland waters for the propagation or rearing of fish or plants or other organisms.

**artificial waterbody** has the same meaning as in the *Environmental Planning and Assessment Regulation 2000*.

**assisted accommodation** means a building or place, not being a group home, used for the purposes of temporary or permanent accommodation for either:

- (a) socially disadvantaged people, in which case it must incorporate facilities for their rehabilitation or relief, or
- (b) incurable or convalescing persons.

**bed and breakfast accommodation** means an existing dwelling which:

- (a) provides temporary overnight accommodation for the short-term traveller, and
- (b) offers at least breakfast for guests, and
- (c) does not accommodate more than 8 guests, and
- (d) does not contain facilities in rooms for the preparation of meals by guests, and

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- (e) is not used in whole or in part for the permanent or long-term accommodation of any person other than the person or persons who operate and manage the temporary accommodation and who normally reside in the dwelling.

**boarding house** means a building or place which is not licensed to sell liquor and where accommodation, together with meals and laundry facilities, are provided, but only to residents.

**brothel** means premises used for the purpose of prostitution, or for other activities for sexual gratification, as a business—including those premises where only one person is providing such services to others, as a business, at any time.

**bulk fuel store** means a fixed or mobile structure or container used for the storage of 10,000 litres or more of fuel.

**bulky goods sales room or showroom** means a building or place used for the sale by wholesale, retail or auction, the hire or the display of items (whether goods or materials) which are of such a size, shape or weight as to require:

- (a) a large area for handling, storage or display, or
- (b) direct vehicular access to the site of the building or place by members of the public, for the purpose of loading items into their vehicles after purchase,

and includes timber yards, hardware stores, and furniture outlets, but does not include a building or place used for any sale of foodstuffs or clothing or a site the predominant use of which is the sale of other similar small items.

**business premises** means a building or place in which there is carried on an occupation, a profession or a trade which provides a service directly and regularly to the public, but (in Part 3) does not include a building or place elsewhere defined in this Part.

**cabin or caravan site** means a site used for the purpose of:

- (a) placing moveable dwellings for the temporary accommodation of tourists, or
- (b) the erection, assembly or placement of cabins for the temporary accommodation of tourists.

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***camp site*** means a place used for the pitching of tents or other like portable, lightweight and temporary shelters for the short-term shelter of visitors or tourists.

***car park*** means a building or place used for parking vehicles, and any manoeuvring space and access thereto, whether operated for gain or not.

***cemetery*** means a place used for interment of the deceased, but does not include an animal cemetery.

***child care centre*** means a building or place used for the purpose of supervising or caring for six or more children under the age of six years and includes a long day care centre, preschool, occasional care centre, children's neighbourhood centre, or multi-purpose child care centre, but does not include a home based child care establishment.

***club*** means a building used by persons associated, or by a body incorporated, for social, literary, political, sporting, athletic or other lawful purposes, whether of the same or of a different kind and whether or not the whole or a part of such building is the premises of a club registered under the *Registered Clubs Act 1976* which may in addition offer refreshment, entertainment and leisure facilities to members and guests.

***communications facilities*** means a building, structure, work or place used primarily for transmitting or receiving signals for the purposes of communication, and includes radio masts and towers and satellite disks, and the like.

***community centre*** means a building or place of assembly used for community meeting rooms and functions, or community, cultural and leisure facilities or any combination thereof and may include a community hall, or any other building or place of a like character used as such and whether used for the purpose of gain or not, but (in Part 3) does not include a community service facility, recreation area, recreation facility, place of worship, an educational establishment, entertainment facility or any other building or place separately defined in this Part.

***community service facility*** means a building or place owned, leased or subleased by the Council, another public authority or a body of persons which provides for the physical or social

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development or welfare of the local community, and is used to provide facilities comprising or relating to any one or more of the following or any like facility:

- (a) a public library,
- (b) public health services,
- (c) public rest rooms,
- (d) counselling and advisory services,
- (e) provision for government and community information and liaison,
- (f) child minding,

but (in Part 3) does not include a building or place elsewhere defined in this Part.

**convenience service station** means a retail establishment where motorists refuel vehicles that includes a shop with an area in excess of 50 square metres where food and household necessities are sold.

**corner store** means a shop which has a floor space of not more than 150 square metres, that sells a variety of merchandise generally of a convenience type and that is located at least 400 metres from any other such shop or similar commercial establishment (including the corner shop sites listed in the Table to clause 72) or land within Zone 3 (a), 3 (b) or 3 (c). It may consist of or include a chemist's shop, newsagency, milk bar, take-away food shop, general store, video shop, butcher's shop, baker's shop or be used for any similar use or combination of uses.

**correctional centre** means a penal or reformatory establishment.

**cotton farming** means the use of a site for the commercial production of cotton.

**cultural centre** means a gallery or museum and may include a performance space and a restaurant room.

**dairy** means a building or place used for the milking (other than for personal consumption) of livestock.

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***depot*** means a building or place used only for the storage of any plant, machinery, materials or goods used or intended to be used by the owner or occupier of the building or place (but not necessarily for use on the site), but (in Part 3) does not include a building or place elsewhere defined in this Part.

***drainage*** means the management of stormwater by engineering methods.

***dual occupancy*** means two separate dwellings on one allotment of land, but does not include an interim additional dwelling.

***dwelling house*** means a building containing one, but not more than one, dwelling but does not include a building or place elsewhere defined in this Part.

***educational establishment*** means a building used as a school, college, TAFE establishment, academy or lecture hall, but does not include a building used wholly or principally as a child care centre or tourist facility.

***entertainment facility*** means a building or place used for the purpose of commercial entertainment or exhibitions and includes theatres, cinemas, music halls, concert halls, drive-in theatres and the like.

***environmental conservation*** means protection, rehabilitation or restoration of land which is consistent with practices agreed to or authorised by:

- (a) the Department of Land and Water Conservation (in relation to erosion control, management of drainage corridors and other activities the responsibility of that Department), or
- (b) the Department of Agriculture (in relation to conservation farming and other activities the responsibility of that Department), or
- (c) the National Parks and Wildlife Service (in relation to conservation of sites of archeological significance, flora or fauna habitat or other activities the responsibility of that Service), or
- (d) the Council.



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***exhibition home*** means a building designed to be a dwelling while it is initially operated as a display home for a period of up to but not more than 12 months, which is open to public inspection at regular times and may include a sales office.

***extractive industry*** means an industry or undertaking, not being a mine, which depends for its operations on the winning of extractive material from the land on which it is carried on.

***farmstay establishment*** means an established farming enterprise which:

- (a) provides accommodation and entertainment for tourists, and
- (b) forms part of the day-to-day operation of the farm.

***fast food outlet*** means a building or place used solely to sell meals and beverages and may include drive-through service or sit-down service or both.

***forestry*** includes arboriculture, silviculture, forest protection, the cutting, dressing or preparation, otherwise than in a sawmill, of wood and other forest products and the establishment of roads required for the removal of wood and forest products or for forest protection.

***freight transport terminal*** means a building or place used mainly for the bulk handling of goods for transport by road (or transfer to or from air or rail transit), and includes facilities for the loading and unloading of vehicles used to transport those goods and may provide facilities for the parking, servicing and repair of those vehicles and for a courier service.

***funeral establishment*** means a building or place used for the conducting of funerals and for any associated activities which may include a crematorium, mortuary, preparation areas, offices, caretaker's accommodation or the like but does not include a building or place used solely as an office.

***group home*** means a dwelling that is a permanent group home or a transitional group home as defined in *State Environmental Planning Policy No 9—Group Homes*.

***guest house or hostel*** means a building which:

- (a) provides temporary overnight accommodation for the short-term traveller, and
- (b) offers at least breakfast for guests, and

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- (c) does not contain facilities in rooms for the preparation of meals by guests, and
  - (d) is not used in whole or in part for the permanent or long-term accommodation of any person other than the person or persons who operate and manage the temporary accommodation (who may normally reside in the building).

**helipad** means an area or place not open to public use which is set apart for the taking off and landing of helicopters.

**home based child care establishment** means a dwelling providing care for up to seven children (including the care giver's own children), in the premises where the care giver resides.

**home business** means a home occupation that involves either or both of the following:

- (a) the employment of one, but not more than one, person who is not a resident of the dwelling,
- (b) regular visits by clientele,

but does not include a business that would render the building in which it is carried on a brothel.

**home industry** means an industry carried on in a building (other than a dwelling house or a dwelling in a residential flat building) under the following circumstances:

- (a) the building does not occupy a floor space exceeding 50 square metres and is erected within the curtilage of the dwelling house or residential flat building occupied by the person carrying on the industry or on adjoining land owned by that person,
- (b) the industry does not:
  - (i) interfere with the amenity of the locality by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil, or otherwise, or
  - (ii) involve exposure to view from any adjacent premises or from any public place of any unsightly matter, or

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- (iii) require the provision of any essential service main of a greater capacity than that available to the locality,
  - (c) the industry does not entail:
    - (i) the sale of items (whether goods or materials) or the exposure or offer for sale of items, by retail, or
    - (ii) the exhibition of any notice, advertisement or sign (other than a notice, advertisement or sign exhibited on the dwelling or land to indicate the name and occupation of the residents), or
    - (iii) the employment of more than one person who is not a resident of the dwelling.

**home occupation** means an occupation carried on in a dwelling house or in a dwelling in a residential flat building by the permanent residents of the dwelling house or dwelling which does not involve:

- (a) the employment of persons other than those residents, or
- (b) interference with the amenity of the neighbourhood by reason of the emission of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil, or otherwise, or
- (c) the display of goods, whether in a window or otherwise, or
- (d) the exhibition of any notice, advertisement or sign (other than a notice, advertisement or sign exhibited on that dwelling house or dwelling to indicate the name and occupation of the residents), or
- (e) the sale of items (whether goods or materials) or the exposure or offer for sale of items, by retail, or
- (f) use of more than one room of the house or of more than 30 square metres of the floor area of the dwelling house or residential flat building, whichever is the lesser, or
- (g) regular visits by clientele.

**hospital** means a building or place used as a:

- (a) hospital, or
- (b) sanatorium, or

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- (c) health centre, or
- (d) nursing home, or
- (e) home for aged persons, infirm persons, incurable persons or convalescent persons,

whether public or private, and includes a shop or dispensary used in conjunction with the building or place.

**hotel** means any premises specified in a hotelier's licence granted under the *Liquor Act 1982*, that may also provide ancillary overnight accommodation.

**industry** means the manufacturing, assembling, altering, repairing, renovating, ornamenting, finishing, cleaning, washing, dismantling, processing or adapting of any goods or any articles, but (in Part 3) does not include any other use elsewhere defined in this Part.

**intensive agriculture** means:

- (a) the use of a site predominantly for the cultivation by irrigation of fruit, vegetable crops, flower crops, pasture or fodder, or like crops which rely on irrigation, or
- (b) the commercial keeping or breeding (or both) of livestock which are substantially dependent on high quality forage produced from the land, such as horse studs or similar enterprises,

but does not include the use of animal establishments, aquaculture, cotton farming, the use of intensive livestock keeping establishments, turf farming or dairying.

**intensive livestock keeping establishment** means a building or place used for a commercial operation where animals are nurtured substantially on feed not produced on the land (excluding temporary feeding during and as a result of drought, fire, flood or similar emergency) and in which the animals are penned or housed and includes cattle feed lots, poultry sheds, piggeries and the like.

**kennel** means a building or place used for the training, breeding or boarding or a combination thereof, of domestic pets or greyhounds, or both.

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**light industry** means an industry, not being an offensive or hazardous industry, in which the processes carried on, or the transportation involved or the machinery or materials used, do not interfere with the amenity of the neighbourhood by reason of noise, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil, or otherwise.

**machinery dealership** means a building or place used for the sale by retail or auction, the hire or the display, of agricultural, earthmoving or road transport machinery and equipment as well as the ancillary sale of parts, accessories and the servicing and repair of such items.

**major retail attractor** means a retail establishment with a retail floor space in excess of 1,000 square metres and includes a department store, discount department store or supermarket, but does not include a bulky goods sales room or showroom.

**materials recycling depot** means land used for the collection, storage, recycling or sale of scrap metals, waste paper, rags, bottles or other scrap materials.

**medical consulting rooms** means a medical centre on land within the Institutional Precinct or Zone 3 (a), 3 (b), 3 (c) or 5 (a). In any other case, **medical consulting rooms** means a number of rooms forming either the whole of or part of, attached to or within the curtilage of, a dwelling house and used by not more than three legally qualified medical practitioners or by not more than three dentists within the meaning of the *Dentists Act 1989*, or by not more than three health care professionals, who practise there the profession of medicine, dentistry, or health care, respectively and, if more than one, practise in partnership, and who employ not more than one other employee in connection with that practice. For the purpose of this definition, **the Institutional Precinct** is land bounded by Barden Avenue, Myall Street, Dubbo Base Hospital, River Street, Lourdes Hospital and Cobborah Road.

**medium density housing** means two or more dwellings on a site where each dwelling has an individual entrance and direct private access to private open space at ground level for the exclusive use of the occupants of the dwelling, and includes villas, residential flat buildings, terraces, town houses, cluster housing, integrated housing, serviced apartments and the like, but does not include semi-detached housing.

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**mining** includes a mine and any form of mining, including surface mining (whether by open-cut or any other method) and underground mining.

**motor and recreational vehicle dealership** means a building or place used for the sale by retail or auction, the hire or the display, of cars, motor cycles, caravans, boats, trailers and the like as well as the ancillary sale of parts, accessories and the servicing and repair of such items.

**offensive or hazardous industry** means an industry which by reason of the process involved or the method of manufacture or the nature of the materials used or produced, requires isolation of the building or place in which it is carried on from other buildings.

**office premises** means a building or place used for the purpose of administration, or for clerical, technical, professional or like activities (except for dealing with members of the public on a direct and regular basis or otherwise than by appointment), but (in Part 3) does not include a building or place elsewhere defined in this Part.

**on-site waste disposal** means the breaking down of human or animal wastes via natural means on land and then disposal on the same land either through spraying, in trenches or by other means.

**passenger transport terminal** means any building or place used for the assembly and dispersal of passengers travelling by any form of passenger transport, including any ancillary facilities required for parking, manoeuvring, storage or routine servicing of any vehicle forming part of that undertaking.

**place of worship** means a building or place used for the purpose of religious worship, whether or not the building or place is also used for counselling, social events or religious training by a congregation or religious group.

**plant nursery** means a building or place used for both the growing and selling by retail of plants, whether or not landscape supplies (including earth products) and other landscape and horticultural products are also sold there.

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**public building** means a building used as offices or for administrative or other like purposes by the Crown, a statutory body, a council or an organisation established for public purposes.

**recreation area** means:

- (a) a children's playground, or
- (b) an area used for sporting activities or sporting facilities, including parks, reserves and ovals, or
- (c) an area used to provide facilities for recreational activities which promote the physical, cultural or intellectual welfare of persons within the community, being facilities provided by the Council or a body of persons associated for the purpose of the physical, cultural or intellectual welfare of persons within the community,

and includes the aesthetic enhancement by way of tree planting and other landscaping of such areas, but does not include a racecourse or a showground.

**recreation facility** means a building or place used for sporting activities, recreation or leisure activities, whether or not operated for the purpose of gain, and includes sports stadia, showgrounds, racecourses and the like, but does not include a building or place elsewhere defined in this Part.

**restaurant room** means a restaurant, café, tea room, eating house or the like.

**restricted premises** means business premises or a shop that, due to its nature, restricts access to customers over 18 years of age and includes sex shops and the like, but does not include a tavern, hotel or brothel.

**road** means a public thoroughfare used for the passage of humans, vehicles or animals.

**roadside stall** means a place used for the purpose of offering for sale by retail agricultural goods produced on the allotment on which the place is located or on allotments in the immediate locality, but only where the building, structure or device used for offering produce for sale is of a temporary nature (that is, it is capable of being erected or dismantled within 24 hours).

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**rural industry** means:

- (a) the handling, selling, treating, processing or packing of rural products, or
- (b) the regular servicing or repairing of plant or equipment used for the purpose of a rural activity operating in the locality.

**sawmill** means a mill handling, cutting and processing timber from logs or baulks.

**semi-detached housing** means a building containing two, but not more than two, dwellings on a single allotment of land and which may or may not include shared facilities.

**service station** means a building or place used for the fuelling of motor vehicles involving the sale by retail of petrol, oils and other petroleum products, whether or not the building or place is also used for any one or more of the following:

- (a) the hire of trailers,
- (b) the sale by retail of spare parts and accessories for motor vehicles,
- (c) the washing and greasing of motor vehicles,
- (d) the repairing and servicing of motor vehicles involving the use of hand tools (other than repairing and servicing which involves top overhaul of motors, body building, panel beating, spray painting or suspension, transmission or chassis restoration),
- (e) the retail sale or hire of other goods within an ancillary area,

but does not include a building or place or a use elsewhere defined in this Part.

**shop** means a building or place used for the purpose of selling items, whether by retail or auction, for hiring of items or for displaying items for the purpose of selling or hiring them (whether the items are goods or materials) but does not include a major retail attractor or bulky goods sales room or showroom.

**stock and sale yard** means a building or place used for the purpose of offering livestock or poultry for sale.



Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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***tavern*** means premises licensed for the sale of liquor but which do not provide overnight accommodation on a commercial basis.

***tourist accommodation*** means a building or buildings substantially used for the temporary accommodation of tourists, visitors and travellers which may have facilities for the convenience of patrons, such as restaurants, convention areas and the like and includes a motel, but (in Part 3) does not include a building or place elsewhere defined in this Part.

***tourist facility*** includes an interpretation centre associated with a site of recognised historic, natural or cultural interest and a refreshment area used in association with a tourist facility located on the same site.

***tourist resort complex*** means a large scale, predominantly self-contained, tourist-oriented resort that may provide a range of integrated facilities (such as accommodation, entertainment, recreational, health, fitness and leisure facilities) and which may include shops, offices, cafés, restaurants and function or conference facilities and ancillary residential accommodation (short-term or permanent) where residential property owners and occupants have full resort membership entitlements (linked to the land title for the property) and access to all resort facilities as if they were guests within the resort itself, but (in Part 3) does not include a building or place elsewhere defined in this Part.

***transfer station*** means a place set aside for the collection and transfer of domestic and commercial waste.

***transport depot*** means a building or place used for the parking or storage of 2 or more motor powered or motor drawn vehicles or any articulated vehicles or those carrying dangerous goods used in connection with a passenger transport undertaking, business, industry or shop.

***treated waste application*** means the application or disposal of liquid effluent, sludge or other semi-solid products of human sewage treatment plants, water treatment sludge or treated organic matter.

***turf farming*** means the commercial cultivation, and removal from land, of turf.

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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**utility undertaking** means any undertaking carried on by or by authority of any Government department, or in pursuance of any Commonwealth or State Act, for the purpose of:

- (a) railway, road, water or air transport, or wharf or river undertakings, or
- (b) the provision of sewerage or drainage services, or
- (c) the supply of water, hydraulic power, electricity or gas, or
- (d) telecommunications facilities, or
- (e) firefighting facilities, or
- (f) paramedical facilities.

**vehicle body repair workshop** means a building or place used for the repair of vehicles or agricultural machinery, involving body building, panel beating or spray painting.

**vehicle repair station** means a building or place used for the purpose of carrying out repairs or the sale and fitting of accessories to vehicles or agricultural machinery, not being a vehicle body repair workshop.

**veterinary hospital** means a building or place used for diagnosing or surgically or medically treating animals, whether or not animals are kept on the premises for treatment.

**warehouse or distribution centre** means any building or place used mainly for storing, handling or distribution of items (whether goods or materials).

**waste disposal facility** means a place set aside for the disposal of domestic and commercial waste and includes a place at which landfill is deposited but (in Part 3) does not include any other place or use separately defined in this Part.

## Part 2 Definitions of other terms

**advertisement** means a symbol, message or other device displayed for promotional purposes, or for conveying information, instructions, directions or the like, whether or not the display involves the erection of a structure or the carrying out of a work, but does not include a commercial sign or advertisements on publicly owned furniture such as public seating and garbage bins.

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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***airport obstacle limitation*** means the area shown as subject to obstacle limitations on the map marked “Dubbo Airport Obstacle Limitation Surface”, dated 26 August 1997 and held in the office of the Council.

***alter*** in relation to a heritage item means:

- (a) make structural changes to the outside of the heritage item, or
- (b) make non-structural changes to the detail, fabric, finish or appearance of the outside of the heritage item, but not changes resulting from the maintenance of the existing detail, fabric, finish or appearance of the outside of the heritage item.

***ancillary*** means a use which is secondary or subsidiary to, and supportive of, the primary use on the same site.

***ANEF*** means Australian Noise Exposure Forecast.

***appointed day*** means the day on which this plan took effect.

***archaeological site*** means a site identified as such in Schedule 5.

***character conservation area*** means the area marked “Character Conservation Area” on the Zoning Map.

***City*** means the City of Dubbo.

***commercial sign*** means any advertisement, whether illuminated or not, which:

- (a) has an outline that would fit within a rectangular figure 1.25 metres in length and 0.6 metre in height and has an area not exceeding 0.75 square metre, and
- (b) in respect of any place or premises to which it is affixed, contains only:
  - (i) a reference to the identity or a description of the place or premises, or
  - (ii) a reference to the identity or a description of any person residing or carrying on an occupation at the place or premises, or
  - (iii) particulars of any occupation carried on at the place or premises, or

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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- 
- (iv) such directions or cautions as are usual or necessary relating to the place or premises or any occupation carried on in the place or premises, or
  - (v) particulars or notifications required or permitted to be displayed by or under any Act (including any Commonwealth Act), or
  - (vi) particulars relating to the goods, commodities or services dealt with or provided at the place or premises, or
  - (vii) particulars of any activities held or to be held at the place or premises, or
  - (viii) a reference to any affiliation with a trade, professional or any other association relevant to the business conducted on the place or premises.

**community land** has the same meaning as in the *Local Government Act 1993*.

**conservation instrument** has the same meaning as in the *Heritage Act 1977*.

**contaminated land** means land in, on or under which any substance is present at a concentration above that normally present in, on or under the land and that poses, or is likely to pose, an immediate or long-term risk to human health or the environment.

**Council** means the Council of the City of Dubbo.

**demolish** a heritage item, building, relic, tree, place or work means the damaging, defacing, destroying, pulling down, dismantling or the removal of the heritage item, building, relic, tree, place or work in whole or in part.

**development** has the same meaning as in the *Environmental Planning and Assessment Act 1979*. It includes:

- (a) the erection of a building on land, and
- (b) the carrying out of work in, on, over or under land, and
- (c) the use of land or of a building or work on land, and
- (d) the subdivision of land.

**dwelling** means a room or suite of rooms occupied or used, or so constructed or adapted as to be capable of being occupied or used, as a separate domicile.

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***extractive material*** means sand, gravel, clay, turf, soil, rock, stone and similar substances.

***floodplain management plan*** means the document held in the office of the Council which details a co-ordinated mix of measures that addresses the existing, future and continuing flood hazards of the Macquarie and Talbragar Rivers at Dubbo.

***flood planning level*** means the level 500 millimetres above the 1 in 100 year flood level.

***flood prone land*** means the land susceptible to inundation by the Probable Maximum Flood (PMF) event (that is, land within the floodplain).

***healthcare professional*** means a person who provides professional health services to members of the public, and includes:

- (a) a podiatrist registered under the *Podiatrists Act 1989*, and
- (b) a chiropractor or osteopath (or both) registered under the *Chiropractors and Osteopaths Act 1991*, and
- (c) a physiotherapist registered under the *Physiotherapists Registration Act 1945*, and
- (d) an optometrist registered under the *Optometrists Act 1930*, and
- (e) any other like health care professional.

***heritage item*** means a building, work, place, relic or tree specified in Schedule 5.

***heritage significance*** means historic, scientific, cultural, social, archaeological, architectural, natural or aesthetic significance.

***high hazard area*** has the same meaning as that term in the *Dubbo City Floodplain Management Plan 2000—Urban Areas (Part A)* as adopted by the Council on 27 March 2000.

***interim additional dwelling*** means a dwelling established for an approved purpose (see clauses 25, 29 and 44) without restriction as to time at which, when no longer required, it is to be sold and removed from the property.

***land*** includes:

- (a) the sea or an arm of the sea, and

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

## Schedule 1 Amendments

- (b) a bay, inlet, lagoon, lake or body of water, whether inland or not and whether tidal or non-tidal, and
- (c) a river, stream or watercourse, whether tidal or non-tidal.

**low hazard area** has the same meaning as that term in the *Dubbo City Floodplain Management Plan 2000—Urban Areas (Part A)* as adopted by the Council on 27 March 2000.

**maintenance**, in relation to a heritage item, means the ongoing protective care of the fabric of the heritage item and its setting.

**native vegetation** means vegetation that is indigenous to the State, including trees, shrubs and understorey plants. For the purpose of this definition, **indigenous vegetation** is vegetation of a species which existed in the State before European settlement.

**outer boundary** means, in the context of the outer edge of a zone on the Zoning Map, the boundary that is furthest from the CBD (ie not the circumference of the zone).

**potential archeological site** means a site or connection identified in Schedule 7 and includes a specific site or connection known to the consent authority to have archaeological potential even if it is not so identified.

**principles of ecologically sustainable development** means the principles derived from the following statements:

Ecologically sustainable development requires the effective integration of economic and environmental considerations in decision-making processes. Ecologically sustainable development can be achieved through the implementation of the following principles and programs:

- (a) **the precautionary principle**—namely, that if there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation. In the application of the precautionary principle, public and private decisions should be guided by:
  - (i) careful evaluation to avoid, wherever practicable, serious or irreversible damage to the environment, and

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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- 
- (ii) an assessment of the risk-weighted consequences of various options,
  - (b) **inter-generational equity**—namely, that the present generation should ensure that the health, diversity and productivity of the environment is maintained or enhanced for the benefit of future generations,
  - (c) **conservation of biological diversity and ecological integrity**—namely, that conservation of biological diversity and ecological integrity should be a fundamental consideration,
  - (d) **improved valuation, pricing and incentive mechanisms**—namely, that environmental factors should be included in the valuation of assets and services, such as:
    - (i) polluter pays—that is, those who generate pollution and waste should bear the cost of containment, avoidance or abatement, and
    - (ii) the users of goods and services should pay prices based on the costs involved in the full cycle of providing goods and services, including the use of natural resources and assets and the ultimate disposal of any waste,
    - (iii) environmental goals, having been established, should be pursued in the most cost effective way, by establishing incentive structures, including market mechanisms, that enable those best placed to maximise benefits or minimise costs to develop their own solutions and responses to environmental problems.

***probable maximum flood*** means the largest flood that could conceivably occur in the Macquarie and Talbragar Rivers system. For the purposes of this plan, it is taken to be equivalent to the “Extreme Flood” having a peak discharge of three times that of the 1% AEP (1 in 100 years) event.

***property development plan*** means a plan that has been prepared by an appropriately qualified consultant, and provides details of such of the following as are relevant to the application:

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

## Schedule 1 Amendments

**Infrastructure/plant**

- (a) specialised machinery to be used in the proposed agricultural use,
- (b) specialised handling, processing and storage facilities for the proposed agricultural use,
- (c) specialised internal fencing suitable for the proposed agricultural use,
- (d) the adequacy of road access within the allotment for the proposed agricultural use,
- (e) the adequacy of the supply of electricity to the allotment and the arrangements for its distribution for the proposed agricultural use and for its connection to any proposed dwelling house,
- (f) the location intended for any proposed dwelling house,

**Economic function**

- (g) the current and proposed agricultural use of the allotment,
- (h) budgets relating to the profit and loss of the proposed agricultural use,

**Water**

- (i) the water allocation that has been obtained and how it is appropriate for the proposed agricultural use,
- (j) the irrigation system and its likely impact on waterways and aquifers,
- (k) drainage works to contain run-off of effluent or chemical residues, or any other substance or material stored or generated on-site that is likely to result in the contamination of surface or groundwaters,
- (l) the impact localised flooding has on the land,

**Aquifer**

- (m) the location of any aquifer, dam, river, creek or other water source situated under or on, or passing through, the allotment,
- (n) the potential impact of the proposed agricultural use on any aquifer, including its impact on groundwater levels and water quality,



Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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**Soils**

- (o) a soil survey identifying the soil capability of the allotment, likely contamination, affected salinity (both on and off-site), and the soil management practices appropriate for the proposed agricultural use, including soil erosion control measures,
- (p) the risk of soil erosion and its likely impact on groundwater and surface water quality,

**Vegetation**

- (q) the impact vegetation clearance may have on the existing habitat of native fauna,
- (r) the risk of bushfire and proposed mitigation measures,
- (s) whether the removal of native vegetation will result in irreparable damage to the vegetation system in the locality.

**qualified consultant** means a person who possesses tertiary qualifications in agricultural science or land management (or both), has at least 2 years practical experience in that field, and is a member of a professional agricultural, natural resources management or landuse planning association that has a code of ethics.

**region** means the Orana region.

**relic** means any deposit, object or material evidence (not being a handicraft made for sale, but which may consist of, or include, human remains) relating to:

- (a) the use or settlement of the City of Dubbo, being a deposit, object or material evidence that is more than 50 years old, or
- (b) indigenous or non-European habitation of land within the City of Dubbo, being habitation, either prior to or concurrent with the occupation of that land by persons of European extraction.

**remediation plan** refers to a plan, prepared by a consultant accredited by the Environment Protection Authority, which details works required to be undertaken for the restoration of contaminated land.

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

## Schedule 1 Amendments

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**retail** means the sale of commodities to households or ultimate consumers and comprises those uses adopted by the Council, for that purpose, on 21 December 1998 (see clause 98/25 of the report of the Council meeting of 21 December 1998 and attachments A and B to the associated report dated 18 December 1998).

**retail floor space** means the area of the footprint of a building where the ground floor is used for retailing. It also includes any significant retailing areas that are above or below the ground floor. If the ground floor is not occupied entirely by the retail use then the retail floor space is the area of the footprint of the building less the proportion that is in use by the other non-retail occupants.

**sub-region** means a subset of the Orana region.

**sustainable**, in the context of the environmental aspects of this plan and when used in isolation, refers to existing and proposed activities that, in the consent authority's opinion, formed after considering advice provided to the consent authority by relevant government agencies, satisfy the environmental objectives of this plan.

**temporary use or structure** means a use or structure that is intended to operate or be erected only for a specific period of time or in specific circumstances and that is not intended to continue or remain in place on a permanent basis. Where it involves the erection of any new structure, the structure must be designed, erected and maintained so as to be able to be quickly relocated or dismantled.

**the Act** means the *Environmental Planning and Assessment Act 1979*.

**total retail floor space** means the total retail floor space in Zone 3 (a) in the City of Dubbo as determined by Dubbo City Council on 30 October 2000 and which is calculated to be 64,140 square metres for the purposes of this plan.

**transport corridor** means the road and rail corridors (including the land up to the adjoining property boundaries) identified as:

- (a) Mitchell Highway (comprised in part of Cobra Street and Victoria Street),
- (b) Newell Highway (comprised in part of sections of Whylandra, Erskine and Bourke Streets),

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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- 
- (c) Mendooran Road,
  - (d) Cobbora Road (also known as the Golden Highway and also comprised in part of sections of Erskine Street),
  - (e) Main Western Railway Line,
  - (f) Molong Railway Line,
  - (g) Coonamble Railway Line,
  - (h) Merrygoen Railway Line,
  - (i) Boothenba Road,
  - (j) Bunglegumbie Road, from the Mitchell Highway to the intersection of Troy Bridge Road, and
  - (k) Troy Bridge Road,

on the Zoning Map.

**waterway** means land that is located within 40 metres of the highbank of a river or stream listed in Schedule 6.

**wetland** means land that is inundated with shallow water (that may be slow moving or stationary, fresh, brackish or saline) for a long enough period (either temporarily or permanently) so that the plants and animals living on or within the land are adapted to, and often dependent on, living in a wet condition for at least part of their life cycle.

**Zoning Map** means Sheets 1 and 2 of the map marked “Dubbo Local Environmental Plan 1998—Urban Areas”, as amended by the maps (or specified sheets of maps) marked as follows:

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 2)

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 6)

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

## Schedule 1 Amendments

**[60] Schedule 3 Additional uses of land**

Insert at the end of the Schedule:

Lots A and B DP 346429, 100–102 Bultje Street—medical consulting rooms

The land at Wheelers Lane within Zone 3 (b) designated as “Orana Mall” on the Zoning Map—a 200 square metre fast food outlet that exceeds the maximum floorspace ratio allowed by clause 51

**[61] Schedule 3**

Insert “lot 101 or” after “proposed on or over” in paragraph (c) of the item relating to Erskine Street.

**[62] Schedule 4 Commercial centres**

Omit the Schedule.

**[63] Schedule 5 Heritage items**

Insert “No 169” in numerical order in the matter relating to Brisbane Street.

**[64] Schedule 5, matter relating to Cadell Street**

Omit all matter. Insert instead:

**Cadell Street**

No 6

**Carrington Avenue**

No 40

Mayville

—

Infants School (see Nos 181–195 Darling Street)

No 51

(See No 162 Brisbane Street)

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

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**[65] Schedule 5, matter relating to Church Street**

Omit entries relating to “No 62” wherever occurring. Insert instead:

Nos 62–66	The Drop Inn and Wesley Centre Uniting Church
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**[66] Schedule 5, matter relating to Darling Street**

Omit the following:

No 33	(cnr Tamworth Street)
209–215	Fire Station

**[67] Schedule 5, matter relating to Darling Street**

Insert in numerical order:

No 116	Fire Station
Nos 209–215	
No 331	(cnr Tamworth Street)

**[68] Schedule 5, matter relating to Erskine Street**

Insert “Nos 62–64” in numerical order.

**[69] Schedule 5, matter relating to Macquarie Street**

Omit the matter relating to No 215 (Old Dubbo Gaol and residence).  
Insert instead:

No 215	
—	Old Dubbo Gaol and Residence

**[70] Schedule 5, matter relating to Macquarie Street**

Insert “No 342” in numerical order.

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Schedule 1      Amendments

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**[71] Schedule 5, matter relating to Tamworth Street**

Omit entries for “No 62” and “No 63”. Insert instead:

No 63

Waratah (formerly  
Baringa)

**[72] Schedule 5, matter relating to Taylor Street**

Omit “No 16” . Insert instead “No 62”.

Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Amendment of Zoning Map

Schedule 2

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## Schedule 2 Amendment of Zoning Map

(Clause 5)

### [1] Sheet 1

Omit the notations “Windsor Pde”, “Cobra St”, Victoria St (West)”, “Bourke St” and “Erskine St” applying to land in Zone 3 (e).

### [2] Sheets 1 and 2

Omit from the key on sheets 1 and 2:

Urban/Rural Buffer	1 (b)
Urban Expansion	1 (e)
Residential Suburban	2 (a)
Residential Medium Density	2 (b)
Residential Fringe	2 (c)
Residential Cluster	2 (d)
Residential Country	2 (e)
Regional Business	3 (a)
Sub-Regional Business	3 (b)
Neighbourhood Business	3 (c)
Tourism and Leisure	3 (d)
Special Business	3 (e)
Light Industry	4 (a)
General Industry	4 (b)
Special Industry	4 (c)
Institutions	5 (a)

## Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

## Schedule 2      Amendment of Zoning Map

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Utilities	5 (b)
Public Open Space	6 (a)
Private Open Space	6 (b)
Commercial Recreation	6 (c)

## Insert instead:

1 (b)	Urban/Rural Buffer Zone
1 (e)	Urban Expansion Zone
2 (a)	Residential Suburban Zone
2 (b)	Residential Medium Density Zone
2 (c)	Residential Fringe Zone
2 (d)	Residential Cluster Zone
2 (e)	Residential Country Zone
3 (a)	Regional Business Zone
3 (b)	Sub-regional Business Zone
3 (c)	Neighbourhood Business Zone
3 (d)	Tourism and Leisure Zone
3 (e)	Special Business Zone
4 (a)	Light Industrial Zone
4 (b)	General Industrial Zone
4 (c)	Special Industrial Zone
5 (a)	Institutional Zone



Dubbo Local Environmental Plan 1998—Urban Areas (Amendment No 4)

Amendment of Zoning Map

Schedule 2

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5 (b)	Utilities
6 (a)	Public Open Space Zone
6 (b)	Private Open Space Zone
6 (c)	Commercial Recreation Zone

## **Fairfield Local Environmental Plan 1994 (Amendment No 80)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (P02/00091/S69)

ANDREW REFSHAUGE, M.P.,  
Minister for Urban Affairs and Planning

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Clause 1                      Fairfield Local Environmental Plan 1994 (Amendment No 80)

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## **Fairfield Local Environmental Plan 1994 (Amendment No 80)**

### **1 Name of plan**

This plan is *Fairfield Local Environmental Plan 1994 (Amendment No 80)*.

### **2 Aims of plan**

This plan aims to allow, with the consent of Fairfield City Council, the carrying out of development on the land to which this plan applies for the purpose of the storage and auctioning of timber products and building materials, but only for so long as auctioning (whether or not of timber products and building materials) is carried out on land known as 21 Frank Street, Wetherill Park.

### **3 Land to which plan applies**

This plan applies to Lot 11, DP 847242, known as 4 Kellaway Place, Wetherill Park, as shown edged heavy black on the map marked "Fairfield Local Environmental Plan 1994 (Amendment No 80)" deposited in the office of Fairfield City Council.

### **4 Amendment of Fairfield Local Environmental Plan 1994**

*Fairfield Local Environmental Plan 1994* is amended by inserting at the end of Schedule 2 the following matter:

Lot 11, DP 847242,

4 Kellaway Place, Wetherill Park:

Storage and auctioning of timber products and building materials, but only for so long as auctioning (whether or not of timber products and building materials) is carried out on land known as 21 Frank Street, Wetherill Park.

## **Holroyd Local Environmental Plan 1991 (Amendment No 38)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (P93/00455/S69)

ANDREW REFSHAUGE, M.P.,  
Minister for Urban Affairs and Planning

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Clause 1 Holroyd Local Environmental Plan 1991 (Amendment No 38)

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## Holroyd Local Environmental Plan 1991 (Amendment No 38)

### 1 Name of plan

This plan is *Holroyd Local Environmental Plan 1991 (Amendment No 38)*.

### 2 Aims of plan

This plan aims:

- (a) to rezone the land to which this plan applies from the Special Uses Zone to the Industrial Light Zone under *Holroyd Local Environmental Plan 1991*, and
- (b) to ensure that development permissible within the Industrial Light Zone does not take place on the land until the land has been remediated, and contaminants removed, to a standard appropriate for the development.

### 3 Land to which plan applies

This plan applies to Lots 22–25, DP 3642 and known as 2–6 Peel Street, Holroyd, as shown edged heavy black on the map marked “Holroyd Local Environmental Plan 1991 (Amendment No 38)” deposited in the office of the Council of the City of Holroyd.

### 4 Amendment of Holroyd Local Environmental Plan 1991

*Holroyd Local Environmental Plan 1991* is amended:

- (a) by inserting in appropriate order in the definition of *the map* in clause 5 (1) the following words:  
Holroyd Local Environmental Plan 1991 (Amendment No 38)
- (b) by inserting after clause 41 the following clause:

#### 42 Remediation of land—2–6 Peel Street, Holroyd

- (1) This clause applies to Lots 22–25, DP 3642 and known as 2–6 Peel Street, Holroyd, as shown edged heavy black on the map marked “Holroyd Local Environmental Plan 1991 (Amendment No 38)”.

Holroyd Local Environmental Plan 1991 (Amendment No 38)

Clause 4

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- (2) The council must not grant consent to the carrying out of development permissible on the land to which this clause applies (being land within Zone No 4 (b)) unless the council is satisfied that the land has been remediated, and contaminants removed, to a standard appropriate for the development.

## **Leichhardt Local Environmental Plan 2000 (Amendment No 1)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the  
*Environmental Planning and Assessment Act 1979*. (S01/01614/S69)

ANDREW REFSHAUGE, M.P.,  
Minister for Urban Affairs and Planning

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Clause 1                      Leichhardt Local Environmental Plan 2000 (Amendment No 1)

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## **Leichhardt Local Environmental Plan 2000 (Amendment No 1)**

### **1 Name of plan**

This plan is *Leichhardt Local Environmental Plan 2000 (Amendment No 1)*.

### **2 Aims of plan**

This plan aims:

- (a) to make minor amendments to some provisions of *Leichhardt Local Environmental Plan 2000 (the 2000 plan)*, and
- (b) to replace certain definitions in the Glossary to the 2000 plan and to add a new definition, and
- (c) to rezone certain land from the Public Purpose Zone to the Business Zone under the 2000 plan, and
- (d) to reclassify certain land from community land to operational land within the meaning of the *Local Government Act 1993*, and
- (e) to correct several mapping errors on the Heritage Conservation Map and Zoning Map supporting the 2000 plan.

### **3 Land to which plan applies**

- (1) To the extent that this plan relates to the aims set out in clause 2 (a), (b) and (e), it applies to all the land within the local government area of Leichhardt under *Leichhardt Local Environmental Plan 2000*.
- (2) To the extent that this plan rezones land, it applies to Lot 1, DP 120186 and Lot 1, DP 120188, Hamilton Street, Rozelle.
- (3) To the extent that this plan reclassifies land, it applies to the land known as Lot 1, DP 439408, 73 St Johns Road, Glebe.

### **4 Amendment of Leichhardt Local Environmental Plan 2000**

*Leichhardt Local Environmental Plan 2000* is amended as set out in Schedule 1.



Leichhardt Local Environmental Plan 2000 (Amendment No 1)

Amendments

Schedule 1

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## Schedule 1 Amendments

(Clause 4)

### [1] Clause 19 General provisions for the development of land

Omit clause 19 (3). Insert instead:

- (3) Except where the development is carried out in accordance with clause 23 (1):
  - (a) the minimum landscaped area for residential development is 40% of the site area, and
  - (b) 25% of the landscaped area required under paragraph (a):
    - (i) is to be on natural or unpaved ground that is not overhung by or on top of any structure, and
    - (ii) is to be permeable, and
    - (iii) is to be appropriate for substantial deep planting.

### [2] Clause 29 Development of land within Public Purpose Zone

Omit clause 29 (1).

### [3] Clause 29 (2)

Omit “(2) Development of public purpose land”.

### [4] Clause 33 Foreshore building line

Omit clause 33 (3). Insert instead:

- (3) Consent may be granted for the erection of baths, swimming pools and enclosures, boatsheds, changing rooms, jetties and sea walls on land between the foreshore building line and the mean high water mark, but only if the consent authority is satisfied that the building or work will not detract from the scenic qualities of the locality when viewed from the water.

Leichhardt Local Environmental Plan 2000 (Amendment No 1)

Schedule 1 Amendments

**[5] Clause 37**

Insert after clause 36:

**37 Classification and reclassification of public land as operational land**

- (1) The public land described in the Table to this clause is classified, or reclassified, as operational land for the purposes of the *Local Government Act 1993*.
- (2) The public land described in the Table to this clause is not a public reserve and is not affected by any trusts, estates, interests, dedications, conditions, restrictions or covenants.

**Table**

Locality	Description
<b>Glebe</b>	
73 St Johns Road	Lot 1, DP 439408

**[6] Schedule 1 Additional uses and controls for certain land**

Insert as a heading before the sentence beginning “Nothing in the Plan”:

**Part 1 Additional uses**

**[7] Schedule 1, Part 1**

Omit the matter relating to Reynolds Street, Balmain (site known as *Dockside*).

Insert instead:

**Reynolds Street (corner of Buchanan Street), Balmain (part of site formerly known as Ampol), Lots 85–93 and 126–145, SP 65243**—any development permissible with or without development consent within the Business Zone pursuant to clause 21.

Leichhardt Local Environmental Plan 2000 (Amendment No 1)

Amendments

Schedule 1

**[8] Schedule 1, Part 2**

Omit “**Restriction of certain uses on specific sites**”.

Insert instead “**Part 2 Restriction of certain uses on specific sites**”.

**[9] Schedule 2 Heritage items**

Omit “Melocco Brothers Factory (former)” from the matter relating to 1 Booth Street, Annandale.

Insert instead “Former Melocco’s factory, showroom and offices”.

**[10] Schedule 2, 14 Clifton Street, Balmain**

Insert in appropriate order, according to the street name and number, under the headings “**Street/Suburb**,” “**Street Number**,” “**Type**,” “**Description**” and “**Level of Significance**”:

<b>Clifton Street, Balmain</b>	14	Built	House	Local
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**[11] Schedule 2, 44, 46 and 48 Darling Street, Balmain**

Insert in appropriate order according to the street number, under the headings “**Street Number**,” “**Type**,” “**Description**” and “**Level of Significance**”:

44-48	Built	Terrace houses	Local
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**[12] Schedule 2, 31–33 Glebe Street, Glebe and 262 Johnston Street, Annandale**

Omit the matter relating to 31–33 Glebe Street, Glebe and 262 Johnston Street, Annandale.

## Leichhardt Local Environmental Plan 2000 (Amendment No 1)

Schedule 1 Amendments

**[13] Schedule 2, 39–43 Glebe Street, Glebe**

Insert in appropriate order according to the street number, under the headings “**Street Number**”, “**Type**”, “**Description**” and “**Level of Significance**”:

39–41	Built	Terrace houses	Local
43	Built	Fernville	State

**[14] Schedule 2, 84–86 and 260 Johnston Street, Annandale**

Insert in appropriate order according to the street number, under the headings “**Street Number**”, “**Type**”, “**Description**” and “**Level of Significance**”:

84	Built	House	Local
86	Built	Flats	Local
260	Built	Kenilworth (also known as Highroyd)	State

**[15] Schedule 2, Minogue Crescent, Glebe**

Omit “Rest Park”.

**[16] Schedule 2, Minogue Crescent, Glebe**

Omit “Cnr Ross Street”.

Insert instead “Open space along Minogue Crescent, including the Lewis Hoard Reserve”.

**[17] Schedule 2, 16–18 Wharf Road, Balmain**

Insert in appropriate order according to the street number, under the headings “**Street Number**”, “**Type**” and “**Level of Significance**”:

16–18	Built		Local
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Leichhardt Local Environmental Plan 2000 (Amendment No 1)

Amendments

Schedule 1

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**[18] Schedule 3 Glossary**

Omit the definitions of *Floor space ratio*, *Gross floor area*, *Heritage Conservation Map*, *Landscaped area*, *Site area* and *Zoning Map*.

Insert instead:

*Floor space ratio* means the ratio of the gross floor area of a building to the site area of the land on which the building is erected.

*Gross floor area* means the total area of a building's floorplates, measured between the outer edges of the outside walls or the centre line of any party wall, and includes mezzanines, attics, internal car parking spaces, garages, lofts and studios. It does not include projections outside the external walls of the building, paved areas, voids or basements used for car parking, where the car parking area does not protrude more than 1 metre above ground level.

*Heritage Conservation Map* means the map marked "Leichhardt Local Environmental Plan 2000 Heritage Conservation Map Issued January 2002", incorporating any relevant amendment to that map by the following plans:

Leichhardt Local Environmental Plan 2000 (Amendment No 1)

*Landscaped area* means the part of a site at ground level:

- (a) not occupied by any building, and
- (b) not overhung by part of a building with a clearance of less than 2.4 metres, and

used for recreation, lawns, gardens and substantial planting. It does not include balconies, driveways and parking areas, but includes decks where they have a direct connection to ground level and are no higher than 500 millimetres above ground level.

*Site area* means the total area of an allotment or allotments which comprises or comprise the proposed development site. It does not include any area of land that is:

- (a) less than 3.5 metres in width, and
- (b) primarily used for access.

Leichhardt Local Environmental Plan 2000 (Amendment No 1)

Schedule 1      Amendments

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*Zoning Map* means the map marked “Leichhardt Local Environmental Plan 2000 Zoning Map Issued January 2002”, incorporating any relevant amendment to that map by the following plans:

Leichhardt Local Environmental Plan 2000 (Amendment No 1)

**[19] Schedule 3, definition of “Principal place of residence”**

Insert in alphabetical order:

*Principal place of residence* means the permanent home of a person. It does not include the temporary domicile of a person who is travelling or on a working holiday.

## **Richmond River Local Environmental Plan 1992 (Amendment No 26)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the  
*Environmental Planning and Assessment Act 1979*. (G01/00110/S69)

ANDREW REFSHAUGE, M.P.,  
Minister for Urban Affairs and Planning

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Clause 1 Richmond River Local Environmental Plan 1992 (Amendment No 26)

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## Richmond River Local Environmental Plan 1992 (Amendment No 26)

### 1 Name of plan

This plan is *Richmond River Local Environmental Plan 1992 (Amendment No 26)*.

### 2 Aims of plan

- (1) This plan aims to rezone the land to which this plan applies from partly Zone No 1 (a) (the Rural (Prime Agricultural Land) Zone) and partly Zone No 1 (b1) (the Rural (Secondary Agricultural Land) Zone) to the Rural (Prime Agricultural Land) Zone under *Richmond River Local Environmental Plan 1992 (the 1992 plan)*.
- (2) The zoning map supporting the 1992 plan currently comprises 13 sheets (identified consecutively as Map 1 to Map 13). The effect of the replacement of the definition of **THE MAP** in clause 5 (1) of the 1992 plan (by clause 4 of this plan) is to allow for the replacement of sheets of the zoning map that will incorporate the new zoning of the subject land.

### 3 Land to which plan applies

- (1) To the extent that this plan rezones land, it applies to Lot 14, DP 703642, 245 Woodburn-Evans Head Road, Woodburn, Parish of Riley, as shown edged heavy black and lettered "1 (a)" on Sheet 1 of the map marked "Richmond River Local Environmental Plan 1992 (Amendment No 26)" deposited in the office of Richmond Valley Council.
- (2) To the extent that this plan replaces a definition, it applies to all land under *Richmond River Local Environmental Plan 1992*.



Richmond River Local Environmental Plan 1992 (Amendment No 26)

Clause 4

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**4 Amendment of Richmond River Local Environmental Plan 1992**

*Richmond River Local Environmental Plan 1992* is amended by omitting from clause 5 (1) the definition of **THE MAP** and by inserting instead the following definition:

**THE MAP** means the series of 13 sheets (identified consecutively as Map 1 to Map 13) of the map marked “Richmond River Local Environmental Plan 1992 (Amendment No 8)”, as amended by the following replacement sheets:

MAP 10—replaced by Richmond River Local Environmental Plan 1992 (Amendment No 26)

## **Tweed Local Environmental Plan 2000 (Amendment No 22)**

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (G01/00148/S69)

ANDREW REFSHAUGE, M.P.,  
Minister for Urban Affairs and Planning

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Clause 1 Tweed Local Environmental Plan 2000 (Amendment No 22)

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## **Tweed Local Environmental Plan 2000 (Amendment No 22)**

### **1 Name of plan**

This plan is *Tweed Local Environmental Plan 2000 (Amendment No 22)*.

### **2 Aims of plan**

This plan aims to allow, with the consent of Tweed Shire Council, the carrying out of development on the land to which this plan applies for the purpose of commercial premises, being office accommodation.

### **3 Land to which plan applies**

This plan applies to land situated in the area of Tweed, being Lot B, Section 5, DP 174482, Nullum Street, Murwillumbah.

### **4 Amendment of Tweed Local Environmental Plan 2000**

*Tweed Local Environmental Plan 2000* is amended by inserting at the end of the Table in Schedule 3, under the heading “**Additional development permitted with development consent**”, the following matter:

Lot B, Section 5, DP 174482,  
Nullum Street, Murwillumbah

Development for the purpose of  
commercial premises, being office  
accommodation.

## Roads and Traffic Authority

### ROADS ACT 1993

#### Notice under Clause 17 of the Road Transport (Mass, Loading and Access) Regulation 1996

Griffith City Council, in pursuance of Division 2 of Part 3 of the *Road Transport (Mass, Loading and Access) Regulation 1996*, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

R Laing  
General Manager  
Griffith City Council  
(by delegation from the Minister for Roads)

### SCHEDULE

#### 1. Citation

This Notice may be cited as the Griffith City Council B-Doubles Notice No. 14/ 2002.

#### 2. Commencement

This Notice takes effect from the date of gazettal.

#### 3. Effect

This Notice remains in force until 31 December 2007.

#### 4. Application

This Notice applies to B-Doubles which comply with Schedule 1 to the Road Transport (Mass, Loading and Access) Regulation 1996 and Schedule 4 to the Road Transport (Vehicle Registration) Regulation 1998.

#### 5. Routes

##### B-Double routes within the Griffith City Council

Type	Road No.	Road Name	Starting Point	Finishing Point	Conditions
25	000	Walla Avenue, Griffith	Thorne Road, Griffith	Cranswick Estate, Griffith	Nil
25	000	Thorne Road, Griffith	Walla Avenue, Griffith	Kidman Way – MR 321, Griffith	Nil
25	000	McGann Road, Hanwood	Kidman Way, - MR321	350 m west of Kidman Way	Nil
25	000	Jones Road, Griffith	Boorga Road, Griffith	Lake View Branch Canal Road	Nil
25	000	Rifle Range Road, Griffith	Entire Length		Nil

## ROADS ACT 1993

### Notice under Clause 17 of the Road Transport (Mass, Loading and Access) Regulation 1996

Griffith City Council, in pursuance of Division 2 of Part 3 of the *Road Transport (Mass, Loading and Access) Regulation 1996*, by this Notice, specify the roads and road related areas on or in which Road Trains may be used subject to any requirements or conditions set out in the Schedule.

R Laing  
General Manager  
Griffith City Council  
(by delegation from the Minister for Roads)

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## SCHEDULE

### 1. Citation

This Notice may be cited as the Griffith City Council Road Train Notice No. 6/ 2002.

### 2. Commencement

This Notice takes effect from the date of gazettal.

### 3. Effect

This Notice remains in force until 31 December 2007.

### 4. Application

This Notice applies to Road Trains which comply with Schedule 1 to the Road Transport (Mass, Loading and Access) Regulation 1996 and Schedule 4 to the Road Transport (Vehicle Registration) Regulation 1998.

### 5. Routes

#### Road Train routes within the Griffith City Council

Type	Road No	Road Name	Starting Point	Finishing Point	Conditions
RT	000	Coppard Road, Griffith	Kidman Way – MR321	500m west of Kidman Way	Nil
RT	000	Brogden Road, Griffith	Woodside Road, Griffith	Berecry Road, Griffith	Nil

## Roads Act 1993

### Notice under Clause 17 of the Road Transport (Mass, Loading and Access) Regulation, 1996

Hume Shire Council, in pursuance of Division 2 of Part 3 of *the Road Transport (Mass, loading and Access) Regulation 1996*, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.



Gary Arnold  
General Manager  
Hume Shire Council  
(by delegation from the Minister for Roads)

### Schedule

#### 1. Citation

This Notice may be cited as the Hume Shire Council B-Doubles Notice No 1, 2002.

#### 2. Commencement

This Notice takes effect from the date of gazettal.

#### 3. Effect

This Notice remains in force until 31 December 2005 unless it is amended or repealed earlier.

#### 4. Application

4.1 This Notice applies to B-Doubles which comply with Schedule 1 to the Road Transport (Mass, Loading and Access) Regulation 1996 and Schedule 4 to the Road Transport (Vehicle Registration) Regulation 1998.

#### 5. Routes

##### B-Double routes within the Hume Shire Council.

Type	Road No	Road Name	Starting Point	Finishing Point	Conditions
25	00	Scholz Road	Whole length		Unrestricted
25	00	Davis Drive	Whole length		Unrestricted
25	00	Stockwell Court	Whole length		Unrestricted
25	00	Corrigan Drive	Whole length		Unrestricted
25	00	Walla Road	Whole length		Unrestricted
25	00	Greenvale Road	Whole length		Unrestricted
25	00	Groch Road	Whole length		Unrestricted
25	00	Schoffs Road	Whole length		Unrestricted
25	00	Bona Vista Road	Whole length		Unrestricted
25	00	Beelawong Road	Whole length		Unrestricted
25	00	Bartsch Road	Whole length		Unrestricted
25	00	Nioka Road	Jindera-Table Top Road	1.2 km north	Unrestricted
25	00	Fielder Moll Road	Whole length		Unrestricted
25	00	Gerogery West Road	Whole length		Unrestricted

Type	Road No	Road Name	Starting Point	Finishing Point	Conditions
25	00	Hawthorn Road	Whole length		Unrestricted
25	00	Sawyer Road	Whole length		Unrestricted
25	00	Molkentin Road	Whole length		Unrestricted
25	00	Funk Road	Whole length		Unrestricted
25	00	Red Hill Road	Whole length		Unrestricted
25	00	Ortlipp Road	Whole length		Unrestricted
25	00	Lindner Road	Whole length		Unrestricted
25	00	Drumwood Road	whole length		Unrestricted
25	00	Quartz Hill Road	whole length		Unrestricted
25	00	Sparkes Road	whole length		Unrestricted
25	00	Glenlea road	RR 547 - Jindera/Walla Road	Rockow Road	Unrestricted
25	00	Bethel Road	whole length		Unrestricted
25	00	Sutherland road	whole length		Unrestricted
25	00	Granite Hill Road	whole length		Unrestricted
25	00	Stony Park Road	whole length		Unrestricted
25	00	Anderson Road	whole length		Unrestricted
25	00	Hamdorf Road	whole length		Unrestricted
25	00	Burrumbuttock-Walla Road	whole length		Unrestricted
25	00	Whyte Road	whole length		Unrestricted
25	00	Bloomfield Road	whole length		Unrestricted
25	00	Iron Post Lane	whole length		Unrestricted
25	00	Orelda Siding Road	whole length		Unrestricted
25	00	Burrumbuttock-Brocklesby Road	whole length		Unrestricted
25	00	Olive Street, Brocklesby	whole length		Unrestricted
25	00	Ellis Street, Brocklesby	whole length		Unrestricted
25	00	Back Brocklesby Road	whole length		Unrestricted
25	00	Cook Road	whole length		Unrestricted
25	00	Bringa Road	whole length		Unrestricted
25	00	Burdack Road	whole length		Unrestricted
25	00	Clifton Road	whole length		Unrestricted
25	00	Courtney Lane	whole length		Unrestricted
25	00	Howlong-Burrumbuttock Road	whole length		Unrestricted
25	00	Wilson Lane	whole length		Unrestricted
25	00	Leah Road	whole length		Unrestricted
25	00	Drews Lane	whole length		Unrestricted
25	00	Whittakers Lane	whole length		Unrestricted
25	00	Smith Road	whole length		Unrestricted
25	00	Lesters Road	North of SH 20 - Riverina Highway		Unrestricted
25	00	Humphreys Road	whole length		Unrestricted
25	00	Chambers Road	whole length		Unrestricted
25	00	Ferguson Road	whole length		Unrestricted
25	00	Methodist Road	whole length		Unrestricted
25	00	Kensal Green Road	whole length		Unrestricted
25	00	Vine Drive, Jindera	Sealed section		Unrestricted
25	00	Hillside Road	whole length		Unrestricted

Type	Road No	Road Name	Starting Point	Finishing Point	Conditions
25	00	Mirrimar Road	whole length		Unrestricted
25	00	Vile Road	whole length		Unrestricted
25	00	Ziebarth Road	whole length		Unrestricted
25	00	Moorwatha Road	whole length		Unrestricted
25	00	Reid Road	Chudleigh Road	1.5 km north	Unrestricted
25	00	Marsh Lane	whole length		Unrestricted
25	00	Smith Road	whole length		Unrestricted
25	00	Carrolls Lane	whole length		Unrestricted
25	00	Marramook Lane	whole length		Unrestricted
25	00	Howlong-Balldale Road	whole length		Unrestricted
25	00	Morebringer Road	whole length		Unrestricted
25	00	Ryan Road	whole length		Unrestricted
25	00	Goombargana-Howlong Road	whole length		Unrestricted
25	00	Cunningham Road	whole length		Unrestricted
25	00	Elmo Road	whole length		Unrestricted
25	00	Bushy Lane	whole length		Unrestricted
25	00	Stewarts Road	whole length		Unrestricted
25	00	Thornbury Road	whole length		Unrestricted
25	00	Trigg Road	whole length		Unrestricted
25	00	Triangle Road	whole length		Unrestricted
25	00	Llewellyn Road	whole length		Unrestricted
25	00	Flaxvale Road	whole length		Unrestricted
25	00	Hovell Road	whole length		Unrestricted
25	00	Glenview Road	whole length		Unrestricted
25	00	Majors Creek Road	whole length		Unrestricted
25	00	Fanning Lane	whole length		Unrestricted
25	00	Bunn Road	whole length		Unrestricted
25	00	Chudleigh Road	whole length		Unrestricted
25	00	Wellers Gap Road	whole length		Unrestricted
25	00	Jude Street, Howlong	RR 370 – Howlong-Brocklesby Road	Gibson Place	Unrestricted
25	00	Gibson Place	whole length		Unrestricted
25	00	Lavis Road	whole length		Unrestricted
25	00	Balldale-Walbundrie Road	whole length		Unrestricted
25	00	Gum Swamp Road	whole length		Unrestricted
25	00	Pool Road	whole length		Unrestricted
25	00	Kenya Road	whole length		Unrestricted
25	00	Caringa Road	whole length		Unrestricted
25	00	Scheetz Road	whole length		Unrestricted
25	00	Selby Road	whole length		Unrestricted
25	00	Ross Road	whole length		Unrestricted
25	00	Greene Lane	whole length		Unrestricted
25	00	Tower Hill Road	whole length		Unrestricted
25	00	Elsinore Road	whole length		Unrestricted
25	00	McGorman Lane	whole length		Unrestricted
25	00	Howard Road	whole length		Unrestricted



**Roads Act 1993**  
**Notice under Clause 17 of the Roads Transport (Mass, Loading and Access)**  
**Regulation, 1996**

I, Paul Forward, Chief Executive of the Roads and Traffic Authority, in pursuance of Division 2 of Part 3 of the Road Transport (Mass, Loading, Access) Regulation 1996, by this Notice, specify the routes and areas on or in which B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

**Paul Forward**  
**Chief Executive**  
**Roads and Traffic Authority**

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**Schedule**

**Citation**

This Notice may be cited as the Roads and Traffic Authority General B-Doubles Notice No. 1/2002.

**Commencement**

This Notice takes effect from the date of gazettal.

**Effect**

This Notice remains in force until 1 July 2003 unless it is amended or repealed earlier.

**Application**

This Notice applies to those B-Doubles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 1996 and Schedule 4 of the Road Transport (Vehicle Registration) Regulation 1998.

**Routes**

1. Omit the following routes from Part 1, B-double routes within the Sydney Region of Appendix 2 – B-double Routes in NSW.

Type	Road No	Road Name	Starting Point	Finishing Point	Conditions
		Princes Hwy, Mitchell Rd, Sydney Part Rd	Waterfall Toll Gates	Euston Rd, Alexandria	

2. Insert the following route in Part 2, B-double routes within the Sydney Region of Appendix 2 – B-double Routes in NSW.

Type	Road No	Road Name	Starting Point	Finishing Point	Conditions
		Princes Hwy - King St - Sydney Park Rd, excluding Princes Hwy between Wickham St, Arncliffe and Bellevue St, Tempe. Detour via Wickham St, West Botany St, Marsh St, Airport Drive, Qantas Drive, Robey St, O'Riordan St, Bourke St, Coward St, Kent St, Ricketty St and Canal Rd.	Waterfall Toll Gates	Euston Rd, Alexandria	Travel applies in either direction

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition and Dedication as Public Road of Land at Monak in the Wentworth Shire Council area

THE Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the Schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993 and further dedicates the land as Public Road under Section 10 of the Roads Act 1993.

T D Craig  
Manager Statutory Processes  
Roads and Traffic Authority of New South Wales

**SCHEDULE**

ALL that piece or parcel of Crown land situate in the Wentworth Shire Council area, Parish of Paringi and County of Wentworth, shown as Lot 2 Deposited Plan 1037067 and being part of the land in Certificate of Title 52/43599.

The land is said to be in the possession of the Crown and Ernst Henry Voullaire, Kelvin John Voullaire, Rodney James Voullaire and Margaret Patricia Voullaire (lessees)

(RTA Papers FPP 2M1830; RO 14/485.1173)

**ROADS ACT 1993**

## Section 10

Notice of Dedication of Land as Public Road at Stanwell Park in the Wollongong City Council area

THE Roads and Traffic Authority of New South Wales dedicates the land described in the schedule below as public road under section 10 of the Roads Act 1993.

T D Craig  
Manager, Statutory Processes,  
Roads and Traffic Authority of New South Wales.

**SCHEDULE**

All that piece or parcel of land situated in the Wollongong City Council area, Parish of Southend and County of Cumberland, shown as Lot 1 Deposited Plan 326183.

(RTA Papers: 497.1432)

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Yelgun and Billinudgel in the Byron Shire Council area

THE Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the Schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993.

T D Craig  
Manager Statutory Processes  
Roads and Traffic Authority of New South Wales

**SCHEDULE**

ALL those pieces or parcels of land situated in the Byron Shire Council area, Parish of Billinudgel, County of Rous, shown as:

Lot 2 Deposited Plan 1036604; and  
Lot 1 Deposited Plan 1036605.

The land is said to be in the possession of the State Rail Authority of New South Wales.

(RTA Papers FPP 2M1785; RO 10/62.1597)

**ROADS ACT 1993**

## Section 10

Notice of Dedication of Land as Public Road at Mona Vale in the Pittwater Council area

THE Roads and Traffic Authority of New South Wales dedicates the land described in the schedule below as public road under section 10 of the Roads Act 1993.

T D Craig  
Manager, Statutory Processes,  
Roads and Traffic Authority of New South Wales.

**SCHEDULE**

All those pieces or parcels of land situated in the Pittwater Council area, Parish of Narrabeen and County of Cumberland, shown as:

Lots 1 to 5 inclusive Deposited Plan 107074;  
Lot 6 Deposited Plan 433649; and  
Lot 7 Deposited Plan 97302.

(RTA Papers: 479.1481).

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at North Kiama and Bombo in the Kiama Municipal Council area.

THE Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the Schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993.

T D Craig  
Manager, Statutory Processes  
Roads and Traffic Authority of New South Wales

**SCHEDULE**

ALL those pieces or parcels of land situated in the Kiama Municipal Council area, Parish of Kiama and County of Camden, shown as:

Lot 12 Deposited Plan 1027584, being part of the land in Reserve 88786 for Public Recreation notified in Government Gazette No 127 of 1 December 1972 on page 4883 and being also part of the land declared Public Reserve by notification in Government Gazette No 30 of 25 March 1977 on pages 1205 and 1206;

Lot 13 Deposited Plan 1027584, being part of the land in General Cemetery notified in Government Gazette No 150 of 17 September 1913 on page 5774; and

Lot 14 Deposited Plan 1027584, being part of the land in General Cemetery notified in Government Gazette of 14 December 1898 on pages 9725 and 9726.

The land is said to be in the possession of the Crown and Kiama Municipal Council.

ALSO all that piece or parcel of land situated in the Kiama Municipal Council area, Parish of Kiama and County of Camden, shown as Lot 60 Deposited Plan 1012601, being part of the land in Certificate of Title 242/263906 and said to be in the possession of Kiama Municipal Council.

(RTA Papers FPP 1M3385 and 1M3386)

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Bangor in the Sutherland Shire Council area

THE Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in Schedule 1 below and the interest in land described in Schedule 2 below are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993.

T D Craig  
Manager Statutory Processes  
Roads and Traffic Authority of New South Wales

**SCHEDULE 1**

ALL that piece or parcel of Crown land situated in the Sutherland Shire Council area, Parish of Holsworthy and County of Cumberland, shown as Lot 1 Deposited Plan 1031705.

**SCHEDULE 2**

AN easement in gross for rock anchors as described in Memorandum 2139814 recorded at Land and Property Information New South Wales over Crown land, within the site shown as "proposed easement for soil nails variable width" and designated by the letter [A] on Deposited Plan 1031705 and limited in height as shown on Deposited Plan 1031705.

(RTA Papers FPP 1M3958; RO 411.12073)

## Sydney Water

### **SEWER MAINS**

#### **SYDNEY WATER**

##### Sewer Mains

NOTICE is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*CITY OF BLACKTOWN, AT GLENDEENING: Contract Number 973585S1, Project Number 3002016. Line 1, inclusive and its appurtenant junctions, sidelines and inlets serving ARMITAGE DRIVE and GOLDING DRIVE.*

*CITY OF BLACKTOWN, AT MT DRUITT: Contract Number 974560S8, Project Number 3002696. Line 1 to 2, inclusive and its appurtenant junctions, sidelines and inlets serving ZOE PLACE, MOUNT STREET and LUXFORD ROAD.*

*CITY OF PENRITH, AT CRANEBROOK: Contract Number 952862S5, Project Number 362026. Line 1 to 2, inclusive and its appurtenant junctions, sidelines and inlets serving BOUNDARY ROAD and GOLDMARK CRESCENT.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

ROBERT ROACH,  
Developer Activity Officer,  
Blacktown Commercial Centre.

Dated: 3 May 2002.

#### **SYDNEY WATER**

##### Sewer Mains

NOTICE is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*CITY/MUNICIPALITY OF HORNSBY, AT HORNSBY: Contract Number 972411S8, Project Number 3002516. Property connection sewer line 1, inclusive and its appurtenant junctions, sidelines and inlets serving CLARKE ROAD and MALSBURY ROAD.*

*CITY/MUNICIPALITY OF HORNSBY, AT CHERRYBROOK: Contract Number 965319S8, Project Number 3000175. Line 1, inclusive and its appurtenant junctions, sidelines and inlets serving CASTLE HILL ROAD.*

*CITY/MUNICIPALITY OF HORNSBY, AT BEROWRA: Contract Number 428667F7, Project Number 3001645. Sewer rising main line 1, inclusive and its appurtenant junctions, sidelines and inlets serving NALYA ROAD.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

MARTHA AMADOR,  
Developer Activity Officer,  
Chatswood.

Dated: 3 May 2002.

#### **SYDNEY WATER**

##### Sewer Mains

NOTICE is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*CITY OF FAIRFIELD, AT CANLEY VALE: Contract Number 976817S2, Project Number 3002737. Property connection sewer line 1, inclusive and its appurtenant junctions, serving SENIOR STREET.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

JOAN BURCHELL,  
Developer Activity Officer,  
Liverpool Commercial Centre.

Dated: 3 May 2002.

#### **SYDNEY WATER**

##### Sewer Mains

NOTICE is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*FAIRFIELD COUNCIL, AT ROSINA STREET: Contract Number 971870SB/W3, Project Number 3002055. Line 1 inclusive and its appurtenant junctions, sidelines and inlets serving ROSINA STREET.*

*LIVERPOOL COUNCIL, AT JUNCTION ROAD: Contract Number 976859S0/W4, Project Number 3002732. Line 1 inclusive and its appurtenant junctions, sidelines and inlets serving JUNCTION ROAD.*

*LIVERPOOL COUNCIL, AT GREEN VALLEY: Contract Number 972150WA/S6, Project Number 3002670. Line 1 inclusive and its appurtenant junctions, sidelines and inlets serving GREEN VALLEY ROAD.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

GERARD AGOSTINI,  
Developer Activity Officer,  
Liverpool Regional Office.

Dated: 3 May 2002.

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### SYDNEY WATER

#### Sewer Mains

NOTICE is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*CAMPBELLTOWN COUNCIL, AT INGLEBURN: Contract Number 970823S0. Project Number 3002846. Line 1, inclusive and its appurtenant junctions, sidelines and inlets serving, WILLIAMSON ROAD.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

MITCHELL HOFFMANN,  
Developer Activity Officer,  
Urban Development,  
Liverpool Regional Office.

Dated: 3 May 2002.

### SYDNEY WATER

#### Sewer Mains

NOTICE is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*CITY OF HOLROYD, AT GUILDFORD: Contract Number 977752S2, Project Number 3002918. Property Connection Sewer 1 inclusive and its appurtenant junctions, sidelines and inlets serving ACLAND STREET and PARKER STREET.*

*BAULKHAM HILLS SHIRE, AT KELLYVILLE: Contract Number 974841SA, Project Number 3002328. Lines 1 to 7 inclusive and their appurtenant junctions, sidelines and inlets serving ROSEBERRY ROAD, LUWASA PLACE, GREEN ROAD and RIALTO PLACE.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

VICKI MAWBY,  
Developer Activity Officer.

Dated: 3 May 2002.

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### SYDNEY WATER

#### Sewer Mains

NOTICE is hereby given that sewer mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for sewerage to be discharged.

*CITY/MUNICIPALITY OF HORNSBY, AT MT COLAH: Contract Number 975231S6, Project Number 3002731. Line 1, inclusive and its appurtenant junctions, sidelines and inlets serving MURRALONG ROAD.*

*CITY/MUNICIPALITY OF AUBURN, AT LIDCOMBE: Contract Number 973390S4, Project Number 3002857. Line 1, inclusive and its appurtenant junctions, sidelines and inlets serving BOOREA STREET and PERCY STREET.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

MARTHA AMADOR,  
Developer Activity Officer  
Chatswood.

Dated: 3 May 2002.

**WATER MAINS****SYDNEY WATER**

## Water Mains

NOTICE is hereby given that water mains as described below and shown on plans which may be inspected at the Office shown below and at the Head Office of Sydney Water Corporation, have been laid and are available for connections.

Notice is also given that, in the opinion of Sydney Water, for the identified properties on the plans, it is reasonably practical for water to be supplied.

*CITY/MUNICIPALITY OF HORNSBY, AT PENNANT HILLS: Contract Number 965682W8, Project Number 1000316. Water mains are now laid and capable of serving identified properties in LILLA ROAD.*

Subject to the provisions of the Sydney Water Act 1994, the owners of all lands being identified properties on the plans will be liable for payment of sewerage service charges on and from the date of publication of this notice.

MARTHA AMADOR,  
Developer Activity Officer  
Chatswood.

Dated: 3 May 2002.

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## Other Notices

### ABORIGINAL LAND RIGHTS ACT 1983

#### NOTICE OF STATUTORY VESTING OF PROPERTY

I, the Minister, Aboriginal Land Rights Act 1983, declare that the land described in the Schedule below is vested in the Purfleet-Taree Local Aboriginal Land Council under section 53 of the Aboriginal Land Rights Act 1983.

Dated: 19 April 2002.

ANDREW REFSHAUGE, M.P.,  
Minister, Aboriginal Land Rights Act 1983

#### SCHEDULE

All those pieces or parcels of land situated in the Greater Taree Local Government Area, Parish of Bohnock, County of Gloucester shown as Lots 7-8 in Deposited Plan 261137 at Title Diagram 360227.

All that piece or parcel of land situated in the Greater Taree Local Government Area, Parish of Bohnock, County of Gloucester, shown as Lot B in Deposited Plan 108481 at Title Diagram 108481.

### ANTI-DISCRIMINATION ACT 1977

#### EXEMPTION ORDER

UNDER the provisions of Section 126 of the Anti-Discrimination Act 1977, and on the recommendation of the Anti-Discrimination Board, an exemption is granted from the provisions of sections 49ZYB(2), 49ZYC, 49ZYD and 51 of the Anti-Discrimination Act 1977 to all industrial organisations as defined in the Industrial Relations Act 1996, all employers and all employees in New South Wales, in relation to provisions in industrial instruments which entitle employees aged over 45 years terminated at the initiative of the employer to additional notice, and employees aged over 45 years who are made redundant to additional severance pay.

This exemption will remain in force for a period of five years from the date given.

Dated this 26th day of April 2002.

BOB DEBUS, M.P.,  
Attorney General

### ASSOCIATIONS INCORPORATION ACT 1984

#### CANCELLATION PURSUANT TO SECTION 55A

TAKE NOTICE that the incorporation of the following associations is cancelled by this notice pursuant to Section 55B of the Associations Incorporation Act 1984 and the cancellation is effective on 26 April 2002.

- |    |          |  |
|----|----------|--|
| 1. | Y0898731 | Munmorah Golf Club Incorporated                  |
| 2. | Y1927408 | Operation Abba Incorporated                      |
| 3. | Y2228042 | Bankstown Community Transition Team Incorporated |

- |    |          |   |
|----|----------|---|
| 4. | Y2487403 | Neville Progress Association Incorporated |
|----|----------|---|

D B O'CONNOR,  
Director-General  
Department of Fair Trading

### ASSOCIATIONS INCORPORATION ACT 1984

#### CANCELLATION PURSUANT TO SECTION 55A

TAKE NOTICE that the incorporation of the following associations is cancelled by this notice pursuant to Section 55A of the Associations Incorporation Act 1984 and the cancellation is effective on 26 April 2002.

- |     |            |  |
|-----|------------|--|
| 1.  | Y1126843   | Murwillumbah Leagues Hockey Club Incorporated      |
| 2.  | Y1632140   | The Hospital Action Group Association Incorporated |
| 3.  | Y1946207   | West Ryde Senior Citizens Club Incorporated        |
| 4.  | Y2048632   | Upper North Arm Landcare Group Incorporated        |
| 5.  | Y2285713   | Kangaroo Valley Vision Incorporated                |
| 6.  | Y2355328   | O'Connell Landcare Group Incorporated              |
| 7.  | Y2794344   | Arts Council Queanbeyan Incorporated               |
| 8.  | Y2806712   | Kempsey Christian Centre Incorporated              |
| 9.  | Y2903324   | Tamworth Friends of Jazz Incorporated              |
| 10. | Y3016644   | Westlakes Community Care Incorporated              |
| 11. | INC9874133 | Kingdom Partners Incorporated                      |
| 12. | INC9874205 | Ihrim Australia Inc                                |

D B O'CONNOR,  
Director-General  
Department of Fair Trading

### CO-OPERATIVES ACT 1992

#### NOTICE UNDER SECTION 601AA OF THE CORPORATIONS LAW AS APPLIED BY SECTION 325 OF THE CO-OPERATIVES ACT 1992

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when two months have passed since the publication of this notice.

Name of Co-operative

SHARED ENTERPRISES CO-OPERATIVE LTD

Dated this Nineteenth day of April 2002.

C GOWLAND,  
Delegate Of The Registrar Of Co-operatives

**DENTISTS ACT****2002 ELECTION OF FIVE (5) MEMBERS OF THE  
DENTAL BOARD OF NEW SOUTH WALES**

PURSUANT to the Dentists Act and the Regulations thereunder, the Electoral Commissioner for New South Wales will be the Returning Officer for the election of five (5) members to the Dental Board.

**Nominations**

Nominations are hereby invited from Registered Dentists to fill five (5) positions on the Dental Board of New South Wales.

Nomination forms and Statutory Declaration forms in support of Candidature are available from the State Electoral Office, telephone (02) 9200 5999 or from the Registrar, Dental Board of New South Wales, telephone (02) 9281 0835.

Details provided in the Statutory Declaration in Support of Candidature will be included in a Candidate Information Sheet which will accompany voting material when despatched.

**Close of Nominations**

**NOMINATION FORMS AND STATUTORY DECLARATIONS IN SUPPORT OF CANDIDATURE MUST BE RECEIVED BY THE RETURNING OFFICER, STATE ELECTORAL OFFICE NOT LATER THAN NOON, WEDNESDAY 5 JUNE 2002. THEY MAY BE HAND DELIVERED TO THE STATE ELECTORAL OFFICE, LEVEL 20, 207 KENT STREET, SYDNEY; POSTED TO PO BOX 693 GROSVENOR PLACE NSW 1220; OR FAXED TO (02) 9241 6011.**

Any defect in a Nomination or alteration or addition to a Statutory Declaration in Support of Candidature must be rectified by the candidate prior to the close of nominations. A candidate may only withdraw his/her nomination in writing so as to be received by the Returning Officer prior to the close of nominations.

Should more than the required number of nominations be received, a draw will be conducted to determine the order of candidates' names on the ballot paper at the State Electoral Office, at 2.00pm Wednesday 5 June 2002. Candidates or their representatives are invited to attend.

**Voting**

Should an election be necessary a postal ballot will be conducted to close at Noon, Wednesday 24 July 2002. The roll for this election will close at Noon, Wednesday 5 June 2002. Voting material will be posted on Wednesday, 26 June 2002 to all persons on the roll. Dentists who have recently changed their address should advise the Registrar accordingly.

The method of voting to be observed for this election is full preferential.

Any enquiries concerning this election should be directed to the State Electoral Office, telephone (02) 9200 5999.

J WASSON,  
Electoral Commissioner for NSW  
and Returning Officer for the 2002  
Dental Board Election

**DISPOSAL OF SITE**

27 Cedar Street Katoomba

HER Excellency the Governor, with the advice of the Executive Council, has approved of the sale by the Minister for Emergency Services of the land described in the Schedule hereto (such land having been purchased for Fire Brigades purposes, but now being superfluous) for such consideration and in such manner and upon such terms and conditions and subject to such easements, covenants, provisions, exceptions and reservations as the Minister for Emergency Services may deem expedient, and that the purchase money arising from such sale be applied as the Minister for Emergency Services shall direct.

BOB DEBUS, M.P.,  
Minister for Emergency Services

**SCHEDULE**

All that piece or parcel of land situate at Katoomba South in the Local Government Area of the City of Blue Mountains, Parish of Megalong and County of Cook being Lot 17 Section Q2 in Deposited Plan 2060 and being the whole of the land in Certificate of Title Volume 9257 Folio 243.

**DISTRICT COURT ACT 1973****DISTRICT COURT OF NEW SOUTH WALES****DIRECTION**

PURSUANT to section 32 of the District Court Act 1973, I direct that the District Court shall sit in its civil jurisdiction at the place and time shown as follows:

Armidale 10.00 a.m. 9 September 2002 (2 weeks).

Dated this 23rd day of April 2002.

R. O. BLANCH,  
Chief Judge

**FORESTRY ACT 1916****PROCLAMATION**

(L.S.) MARIE BASHIR, Governor

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales in pursuance of the provisions of the Forestry Act 1916, and with the advice of the Executive Council, do, by this my Proclamation, declare that the land described in the Schedule hereto is dedicated as a State Forest.

**SCHEDULE**

Eastern Division

*Land District Of Casino; Kyogle Council Area;  
North East Forestry Region*

Richmond Range State Forest No. 610, No. 13 Extension. An area of about 277.6 hectares in the Parish of Peacock, County of Buller, being the land within Lot 262 in Deposited Plan 709129, EXCLUSIVE OF the Right of Carriageway 20 metres wide and the Easement for the Right to Remove Gravel variable width within Lot 262 and delineated on Deposited Plan 709129. (52186)



Signed and sealed at Sydney, this seventeenth day of April, 2002.

By Her Excellency's Command,

KIM YEADON, M.P.,  
Minister for Forestry

GODSAVETHEQUEEN!

### FORESTRY ACT 1916

#### PROCLAMATION

(L.S.) MARIE BASHIR, Governor

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales in pursuance of the provisions of the Forestry Act 1916, and with the advice of the Executive Council, do, by this my Proclamation, declare that the land described in the Schedule hereto is dedicated as a State Forest.

#### SCHEDULE

Central Division

*Land District Of Deniliquin; Wakool Shire Council Area;  
Riverina Forestry Region*

Whymoul State Forest No. 575, No. 1 Extension. An area of about 23.01 hectares in the Parishes of Toolon and Whymoul, County of Wakool, being the land within Lots 3, 4 and 5 in Deposited Plan 771235. (5366)

Signed and sealed at Sydney, this seventeenth day of April, 2002.

By Her Excellency's Command,

KIM YEADON, M.P.,  
Minister for Forestry

GODSAVETHEQUEEN!

### FORESTRY ACT 1916

#### REVOCATION OF DEDICATION

IN pursuance of section 19B of the Forestry Act 1916, I, KIM YEADON, Minister for Forestry, being the Minister of the Crown charged with the administration of the Forestry Act 1916, having considered a report from the Forestry Commission of New South Wales and being of the opinion that the hereinafter described land should be made available for the purpose of Environmental Protection which is a Public purpose within the meaning of section 87 of the Crown Lands Act 1989, DO HEREBY revoke the dedication of the hereinafter described land.

Sydney, 3 May, 2002.

KIM YEADON, M.P.,  
Minister for Forestry

Eastern Division

*Land District of Nowra; Shoalhaven City Council Area;  
South Coast Forestry Region*

The part of Yadboro State Forest No. 974, dedicated 6 April, 1962, in the Parish of Yadboro, County of St. Vincent, being a strip of land 10 metres wide embracing a track in use extending from the northern boundary of portion 17 generally north-easterly to the south-western boundary of Lot 2 in Deposited Plan 1011082, and shown partly as an easement for Right of Way 10 metres wide on Deposited Plan 1027362, having an area of about 1.35 hectares.

(78438)

### NATIONAL PARKS AND WILDLIFE ACT 1974

#### PROCLAMATION

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 33 (3) of the National Parks and Wildlife Act 1974, do by this my Proclamation, reserve such of the lands described hereunder as are prescribed lands within the meaning of section 33 (1) of the National Parks and Wildlife Act 1974, as part of Morton National Park.

SIGNED and SEALED at Sydney this 24th day of April 2002.

MARIE BASHIR,  
Governor

By Her Excellency's Command

BOB DEBUS, M.P.,  
Minister For The Environment

GODSAVETHEQUEEN!

#### Description

*Land District – Nowra; LGA – Shoalhaven*

County St. Vincent, Parish Yadboro, about 1.35 hectares, being the strip of land 10 metres wide embracing the track in use extending from the northern boundary of Lot 17, DP 755973 (portion 17) generally north-easterly to the south-western boundary of Lot 2, DP 1011082, and shown partly as an easement for Right of Way 10 metres wide on DP 1027362, also being the whole of the lands revoked this day from Yadboro State Forest No. 974, dedicated 6 April 1962. NPWS A/6664.

### GEOGRAPHICAL NAMES ACT 1966

Notice Of Proposal To Amend A Suburb Name Within  
Hunters Hill Council Area

PURSUANT to the provisions of section 8 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it proposes to amend the suburb name Tarban to Huntleys Cove, as indicated on map

GNB3539/A. The map may be viewed at Hunters Hill Council Administration Office, Gladesville/Hunters Hill Library, Hunters Hill Village Shopping Centre and the office of the Geographical Names Board, Land and Property Information NSW, Panorama Avenue, Bathurst.

Any person objecting to this proposal may within one (1) month of the date of this notice, give to the Secretary of the Board notice in writing of the objection, setting out the grounds of the objection.

W. WATKINS,  
Chairperson

Geographical Names Board  
PO Box 143  
BATHURST NSW 2795

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### GEOGRAPHICAL NAMES ACT 1966

Notice Of Proposal To Create A New Suburb And Amend Boundaries Within Rockdale City

PURSUANT to the provisions of section 8 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it proposes to create the new suburb Wollie Creek, reducing the extent of Arncliffe and Turrella, as indicated on map GNB3584/C. The map may be viewed at Rockdale City Council Customer Service Centre, Rockdale Central Library, Arncliffe Branch Library and the office of the Geographical Names Board, Land and Property Information NSW, Panorama Avenue, Bathurst.

Any person objecting to this proposal may within one (1) month of the date of this notice, give to the Secretary of the Board notice in writing of the objection, setting out the grounds of the objection.

W. WATKINS,  
Chairperson

Geographical Names Board  
PO Box 143  
BATHURST NSW 2795

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### LOCAL GOVERNMENT ACT 1993

ORDER UNDER LOCAL GOVERNMENT ACT 1993

I, HARRY FRANCIS WOODS, M.P., Minister for Local Government:

- (a) in pursuance of section 506 of the Local Government Act 1993, do by this Order specify that the maximum percentage by which councils' general income (as defined under section 505(a) of the Act), for the year 1 July, 2002 to 30 June, 2003 may increase is 3.3%.
- (b) in pursuance of sections 507 and 508(7) of the Local Government Act 1993, do by this Order specify that no limitation is to apply to the amount that annual charges made by councils for domestic waste management services for the year 1 July, 2002 to 30 June, 2003, may be varied from their respective amounts of the previous year.

Dated this 23rd day of April 2002.

HARRY FRANCIS WOODS, M.P.,  
Minister for Local Government

### LOCAL GOVERNMENT ACT 1993

Wingham Sewerage Augmentation

THE Minister for Land and Water Conservation of the State of New South Wales, declares that all right, title and interest in the works described in the Schedule hereto, which were constructed for the purpose of Wingham Sewerage Augmentation Scheme are vested in Greater Taree City Council.

JOHN JOSEPH AQUILINA, M.P.,  
Minister for Land and Water Conservation  
and Minister for Fair Trading

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#### SCHEDULE

Works of sewerage for the town of Wingham comprising modifications to existing sewerage treatment works, gravity and rising mains, two new pumping stations and augmentation of one existing pumping station and all works incidental thereto.

DPWS reference S750.

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### LOCAL GOVERNMENT ACT 1993

Corowa Sewerage Augmentation Stage 2

THE Minister for Land and Water Conservation of the State of New South Wales, declares that all right, title and interest in the works described in the Schedule hereto, which were constructed for the purpose of Corowa Sewerage Augmentation Stage 2 Scheme are vested in Corowa Shire Council.

JOHN JOSEPH AQUILINA, M.P.,  
Minister for Land and Water Conservation  
and Minister for Fair Trading

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#### SCHEDULE

Works of sewerage for the town of Corowa comprising effluent storage pond, rising main, pumping machinery, tree lot and all works incidental thereto.

DPWS reference S929.

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### LOCAL GOVERNMENT ACT 1993

Parkes Water Supply Augmentation

THE Minister for Land and Water Conservation of the State of New South Wales, declares that all right, title and interest in the works described in the Schedule hereto, which were constructed for the purpose of Parkes Water Supply Augmentation Scheme are vested in Parkes Shire Council.

JOHN JOSEPH AQUILINA, M.P.,  
Minister for Land and Water Conservation  
and Minister for Fair Trading

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#### SCHEDULE

Works of water supply for the town of Parkes comprising roofing of five (5) existing reservoirs and all works incidental thereto.

DPWS reference W721.

**LOCAL GOVERNMENT ACT 1993**

## Forster Sewerage Augmentation

THE Minister for Land and Water Conservation of the State of New South Wales, declares that all right, title and interest in the works described in the Schedule hereto, which were constructed for the purpose of Forster Sewerage Augmentation Scheme are vested in MidCoast County Council.

JOHN JOSEPH AQUILINA, M.P.,  
Minister for Land and Water Conservation  
and Minister for Fair Trading

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 SCHEDULE

Works of sewerage for the town of Forster comprising reticulation including trunk and rising mains, pumping stations, treatment works and all works incidental thereto.

DPWS reference S695.

**LOCAL GOVERNMENT ACT 1993**

## Forster Water Supply

THE Minister for Land and Water Conservation of the State of New South Wales, declares that all right, title and interest in the works described in the Schedule hereto, which were constructed for the purpose of Forster Water Supply Scheme are vested in MidCoast County Council.

JOHN JOSEPH AQUILINA, M.P.,  
Minister for Land and Water Conservation  
and Minister for Fair Trading

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 SCHEDULE

Works of water supply for the town of Forster comprising trunk main, telemetry and all works incidental thereto.

DPWS reference W492.

**LOCAL GOVERNMENT ACT 1993**

## Ballina/Lennox Head Sewerage Augmentation

THE Minister for Land and Water Conservation of the State of New South Wales, declares that all right, title and interest in the works described in the Schedule hereto, which were constructed for the purpose of Ballina/Lennox Head Sewerage Augmentation Scheme are vested in Ballina Shire Council.

JOHN JOSEPH AQUILINA, M.P.,  
Minister for Land and Water Conservation  
and Minister for Fair Trading

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 SCHEDULE

Works of sewerage for the towns of Ballina and Lennox Head comprising upgrading of Lennox Head Sewerage Treatment Works, new Pumping Station No. 23 at West Ballina, new Pumping Station No. B at North Creek, upgrading of existing Pumping Stations Nos. 60 and 61 at North Creek, connection of above new facilities to Council's existing telemetry system and all works incidental thereto.

DPWS reference S810.

**LOCAL GOVERNMENT ACT 1993**

## Wee Waa Water Supply Augmentation

THE Minister for Land and Water Conservation of the State of New South Wales, declares that all right, title and interest in the works described in the Schedule hereto, which were constructed for the purpose of Wee Waa Water Supply Augmentation Scheme are vested in Narrabri Shire Council.

JOHN JOSEPH AQUILINA, M.P.,  
Minister for Land and Water Conservation  
and Minister for Fair Trading

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 SCHEDULE

Works of water supply for the town of Wee Waa comprising 4ML M.S. Standpipe Reservoir, reticulation improvements, flow measurement equipment and all works incidental thereto.

DPWS reference W470.

**LOCAL GOVERNMENT ACT 1993**

## Denman Sewerage Augmentation

THE Minister for Land and Water Conservation of the State of New South Wales, declares that all right, title and interest in the works described in the Schedule hereto, which were constructed for the purpose of Denman Sewerage Augmentation Scheme are vested in Muswellbrook Shire Council.

JOHN JOSEPH AQUILINA, M.P.,  
Minister for Land and Water Conservation  
and Minister for Fair Trading

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 SCHEDULE

Works of sewerage for the town of Denman comprising 2000EP treatment plant including inlet works, sludge lagoons, switch room and outfall to the Hunter River, installation of floating surface aerators, pumps and associated electrical equipment in Pumping Station No. 1 and all works incidental thereto.

DPWS reference S768.

**LOCAL GOVERNMENT ACT 1993**

## Ganmain Sewerage – S123

Vesting of land and easements in Coolamon Shire Council

THE Minister for Land and Water Conservation of the State of New South Wales, declares that the land and easements described in the Schedule hereto, which were acquired for the purpose of the Ganmain Sewerage – S123 Scheme are vested in Coolamon Shire Council.

RICHARD AMERY, M. P.,  
Minister for Agriculture  
and Minister for Land and Water Conservation

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 SCHEDULE

## Land

Lot 1 in Deposited Plan 1033498 (SB 55187)

Lot 1 in Deposited Plan 1033497 (SB 55189)

## Interest in Land

Easement rights as described under the heading Sewer Pipeline in Memorandum E931212 filed in the Office of Land and Property Information NSW over the site shown in:

Deposited Plan 1033498 (SB55187) as:

‘(A) PROPOSED EASEMENT FOR SEWER PIPELINE 5 WIDE’

Deposited Plan 1033497 (SB55189) as:

‘(B) PROPOSED EASEMENT FOR SEWER PIPELINE 5 WIDE’

Easement rights as described under the heading Access in Memorandum E780099 filed in the Office of Land and Property Information NSW over the site shown in:

Deposited Plan 1033497 (SB55189) as:

‘(A) PROPOSED EASEMENT FOR ACCESS 5 WIDE’

Easement rights as described under the heading Electricity Cables Overhead in Memorandum E780099 filed in the Office of Land and Property Information NSW over the site shown in:

Deposited Plan 1033497 (SB55189) as:

‘(C) PROPOSED EASEMENT FOR OVERHEAD ELECTRICITY CABLES 3 WIDE’

DPWS Reference 137.

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**NATIONAL PARKS AND WILDLIFE ACT 1974**
**Addition to Yellomundee Regional Park**

IT is hereby notified pursuant to section 47 (O) (2) of the National Parks and Wildlife Act 1974, that the land hereunder described is permanently reserved as part of Yellomundee Regional Park

BOB DEBUS, M.P.,  
Minister for the Environment

*Land District – Penrith;  
LGA – Blue Mountains, Hawkesbury & Penrith*

County Cook, Parish Nepean and Strathdon, about 185 hectares, being Lots 1 and 2, DP 319691; Lot A, DP 311334; Lot 32, DP 634034; Lot 1, DP 589913; Lot 64, DP 571333; Lot 68, DP 751660; Lots 351 to 356 inclusive, DP 828153; Lots 1 and 2, DP 828154 and Lot 3, DP 665564 inclusive of Crown Public roads within Lot 3, DP 665564; Lot A, DP 311334; Lot 2, DP 319691: NPWS/01/00430.

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**NATIONAL PARKS AND WILDLIFE ACT 1974**
**PROCLAMATION**

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 49 (1) of the National Parks and Wildlife Act 1974, do, on the recommendation of the Director-General of National Parks and Wildlife, by this my Proclamation dedicate the lands described hereunder as Melville Range Nature Reserve for the purposes of section 49 (3) of that Act.

SIGNED and SEALED at Sydney this 24th day of April, 2002.

MARIE BASHIR,  
Governor

By Her Excellency’s Command,

BOB DEBUS, M.P.,  
Minister for the Environment

GODSAVE THE QUEEN!

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Description

*Land District – Tamworth; LGA – Parry*

County Buckland, Parish Pialloway, about 843 hectares, being Lots 58 and 59, DP 751025; Lot 1, DP 633613 and Crown public road separating Lot 58, DP 751025 from Lot 1, DP 633613; inclusive of Crown public roads within Lots 58 and 59, DP 751025. NPWS/F/3166.

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**NATIONAL PARKS AND WILDLIFE ACT 1974**
**PROCLAMATION**

I, PROFESSOR MARIE BASHIR, A.C., Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 49 (1) of the National Parks and Wildlife Act 1974, do, on the recommendation of the Director-General of National Parks and Wildlife, by this my Proclamation dedicate the lands described hereunder as Jerilderie Nature Reserve for the purposes of section 49 (3) of that Act.

SIGNED and SEALED at Sydney, this 24th day of April, 2002.

MARIE BASHIR,  
Governor

By Her Excellency’s Command

BOB DEBUS, M.P.,  
Minister For The Environment

GODSAVE THE QUEEN!

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Description

*Land District – Deniliquin; LGA – Jerilderie*

County Urana, Parish Jerilderie South, 36.92 hectares, being Lot 431, DP 1013379. NPWS F/3596.

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**NATIONAL PARKS AND WILDLIFE ACT 1974**
**PROCLAMATION**

I, PROFESSOR MARIE BASHIR, A.C., Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 49 (1) of the National Parks and Wildlife Act 1974, do, on the recommendation of the Director-General of National Parks and Wildlife, by this my Proclamation dedicate the lands described hereunder as Koorawatha Nature Reserve for the purposes of section 49 (3) of that Act.

SIGNED and SEALED at Sydney this 10th day of April, 2002.

MARIE BASHIR,  
Governor

By Her Excellency's Command,

BOB DEBUS, M.P.,  
Minister for the Environment

GODSAVE THE QUEEN!

Description

Land District – Cowra and Young;  
LGA – Cowra and Young

Counties Monteagle and Forbes, Parishes Illunie and Bang Bang, about 960.7 hectares, being Lot 279, DP 754593; Lots 64, 71 and 77, DP 752926 and Lot 7004, DP 1024555. NPWS F/3848 and F/3956.

Note: Reserve No. 190122 for the public purpose of Future Public Requirements notified 19 July 1996 is hereby revoked by virtue of this proclamation.

**NATIONAL PARKS AND WILDLIFE ACT 1974**

**PROCLAMATION**

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 33 (3) of the National Parks and Wildlife Act 1974, do by this my Proclamation, reserve such of the lands described hereunder as are prescribed lands within the meaning of section 33 (1) of the National Parks and Wildlife Act 1974, as part of Yengo National Park.

SIGNED and SEALED at Sydney this 10th day of April 2002.

MARIE BASHIR,  
Governor

By Her Excellency's Command

BOB DEBUS, M.P.,  
Minister For The Environment

GODSAVE THE QUEEN!

Description

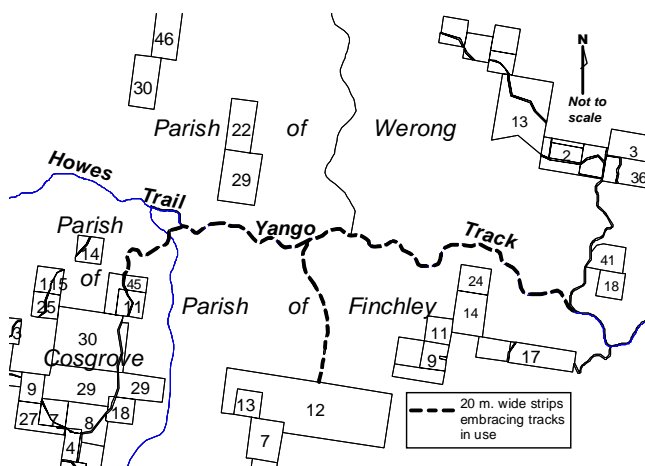
1. Land District – Singleton; LGA – Cessnock and Singleton

County Northumberland, Parishes Burton, Cosgrove, Finchley, Moruben about 1655 hectares, being Lots 58, 59 and 65, DP755214 (Portions 58, 59 and 65 Burton); Lots 1 to 19 inclusive, 21 to 33 inclusive, 38, 39, 41, 43, 47, 48, 52 and 115, DP 755220 (Portions 1 to 19, 21 to 33, 38, 39, 41, 43, 47, 48, 52 and 115 Cosgrove); Lots 1, 2, 4, 6, 7, 12, 13 and 18, DP 755226 (Portions 1, 2, 4, 6, 7, 12, 13 and 18 Finchley); Lots 1, 2 and 3, DP 755243 (Portions 1, 2 and 3 Moruben); Crown Public roads separating Lot 4 from Lots 8, 27, 28 and 43, Lot 3 from 28, Lot 26 from 43, Lot 7 from 27, Lots 15, 16 and 17 from Yengo National Park, (Cosgrove) and the 20 metre wide strips embracing the tracks in use shown dashed in the

diagram following, inclusive of Crown public roads and beds of creeks within the aforesaid Lots, exclusive of Council public roads within Lots 4, 5, 7, 12 and 22, DP 755220 (Cosgrove); NPWS F/1215, F/1278.

Note: Trigonometrical Reserve T.R. 59 notified 19 August 1878 is hereby revoked by virtue of this proclamation.

**DIAGRAM**



2. Land District – Windsor; LGA – Hawkesbury  
County Northumberland, Parish St. Albans, 4.2084 hectares, being Lots 1, 2, 3 and 4, DP 1014650; NPWS F/ 3300.

**NATIONAL PARKS AND WILDLIFE ACT 1974**

**PROCLAMATION**

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 33 (3) of the National Parks and Wildlife Act 1974, do by this my Proclamation, reserve such of the lands described hereunder as are prescribed lands within the meaning of section 33 (1) of the National Parks and Wildlife Act 1974, as part of Bald Rock National Park.

SIGNED and SEALED at Sydney this 10th day of April 2002.

MARIE BASHIR,  
Governor

By Her Excellency's Command

BOB DEBUS, M.P.,  
Minister for the Environment  
GODSAVE THE QUEEN!

Description

Land District – Tenterfield; LGA – Tenterfield

County Buller, Parish Boonoo Boonoo, about 1430 hectares, being Lots 12 and 33, DP 751045 (Portions 12 and 33), inclusive of those parts of Mining Reserve R.4365, Crown public road, Gold Lease 121 and beds of Boonoo Boonoo River, Two Mile Creek and Schiffman Creek within Lots 12 and 33; NPWS 92/P/8846.

Note: The affected parts of Mining Reserve R.4365 from Conditional Sale, notified 22 October 1887, are hereby revoked by virtue of this proclamation.

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**NATIONAL PARKS AND WILDLIFE ACT 1974**

**PROCLAMATION**

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 33 (3) of the National Parks and Wildlife Act 1974, do by this my Proclamation, reserve such of the lands described hereunder as are prescribed lands within the meaning of section 33 (1) of the National Parks and Wildlife Act 1974, as part of Myall Lakes National Park.

SIGNED and SEALED at Sydney this 10th day of April 2002.

MARIE BASHIR,  
Governor

By Her Excellency's Command

BOB DEBUS, M.P.,  
Minister for the Environment

GODSAVE THE QUEEN!

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Description

*Land District – Gloucester; LGA – Great Lakes*

County Gloucester, Parish Forster, about 28 hectares, being Lot 85, DP 753168 (Portion 85) and that part of Reserve for Access R.165 notified 19 March 1884, not reserved as part of Myall Lakes National Park, separating Lots 21, 85 and 153, DP 753168 (Portions 21, 85 and 153) from the mean high water mark of Smiths Lake ; NPWS F/3775.

Note: The affected part of Reserve for Access R.165 notified 19 March 1884 is hereby revoked by virtue of this proclamation.

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**NATIONAL PARKS AND WILDLIFE ACT 1974**

**PROCLAMATION**

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 33 (3) of the National Parks and Wildlife Act 1974, do by this my Proclamation, reserve such of the lands described hereunder as are prescribed lands within the meaning of section 33 (1) of the National Parks and Wildlife Act 1974, as part of Kings Plains National Park.

SIGNED and SEALED at Sydney this 10th day of April 2002.

MARIE BASHIR,  
Governor

By Her Excellency's Command

BOB DEBUS, M.P.,  
Minister for the Environment

GODSAVE THE QUEEN!

Description

*Land District – Inverell; LGA – Inverell*

County Arrawatta, Parish Kings Plains, about 67 hectares, being the remainder of Lots 61, 63 and 71, DP 750102 (Portions 61, 63 AND 71) not reserved as Kings Plains National Park in *Government Gazettes* of 22 January 1988, 9 March 1990 AND 20 November 1998 and that part of the bed of Kings Plains Creek separating Lot 63 from Lots 61 and 71 aforesaid inclusive of Crown Public road within Lot 61 aforesaid. NPWS F/73.

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**NATIONAL PARKS AND WILDLIFE ACT 1974**

**PROCLAMATION**

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 33 (3) of the National Parks and Wildlife Act 1974, do by this my Proclamation, reserve such of the lands described hereunder as are prescribed lands within the meaning of section 33 (1) of the National Parks and Wildlife Act 1974, as part of Yanununbeyan National Park.

SIGNED and SEALED at Sydney this 10th day of April 2002.

MARIE BASHIR,  
Governor

By Her Excellency's Command

BOB DEBUS, M.P.,  
Minister for the Environment

GODSAVE THE QUEEN!

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Description

*Land District – Queanbeyan; LGA – Yarrawlumla*

County Murray, Parish Yanununbeyan, 16.19 hectares, being Lot 73, DP 754920 (Portion 73); NPWS A/6380.

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**NATIONAL PARKS AND WILDLIFE ACT 1974**

**PROCLAMATION**

I, PROFESSOR MARIE BASHIR AC, Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of the powers vested in me under section 49 (2) of the National Parks and Wildlife Act 1974, do, on the recommendation of the Director-General of National Parks and Wildlife, by this my Proclamation dedicate the lands described hereunder as part of Comerong Island Nature Reserve for the purposes of section 49 (3) of that Act.

SIGNED and SEALED at Sydney this 10th day of April, 2002.

MARIE BASHIR  
Governor

By Her Excellency's Command

BOB DEBUS, M.P.,  
Minister for the Environment

GODSAVE THE QUEEN!

## Description

*Land District – Nowra; City – Shoalhaven*

County St Vincent, Parish Numbaa, at Comerong Island, 986.4 square metres, being Lot 99, DP 755953 (Portion 99); NPWS F/423.

**NATIONAL PARKS AND WILDLIFE ACT 1974****BALD ROCK NATIONAL PARK AND BOONOO NATIONAL PARK****PLAN OF MANAGEMENT**

IN pursuance of section 75 of the National Parks and Wildlife Act 1974 it is hereby notified that a Plan of Management for Bald Rock National Park and Boonoo Boonoo National Park was adopted by the Minister for the Environment on 22 January 2002.

Copies of the plan may be purchased at a cost of \$8.25 plus \$5.50 to cover postage and handling from The National Parks Centre, 102 George Street, The Rocks, NSW 2655 (telephone 1300 361 967). The plan is also available on the NPWS web site: [www.npws.nsw.gov.au](http://www.npws.nsw.gov.au).

KEVIN SHANAHAN,  
Manager, Conservation Management Unit

**NATIONAL PARKS AND WILDLIFE ACT 1974****BRIGALOW PARK NATURE RESERVE****PLAN OF MANAGEMENT**

IN pursuance of section 76 of the National Parks and Wildlife Act 1974 it is hereby notified that a Plan of Management for Brigalow Park Nature Reserve was adopted by the Minister for the Environment on 5 March 2002.

Copies of the plan may be purchased at a cost of \$8.25 plus \$5.50 to cover postage and handling from The National Parks Centre, 102 George Street, The Rocks, NSW 2655 (telephone 1300 361 967). The plan is also available on the NPWS web site: [www.npws.nsw.gov.au](http://www.npws.nsw.gov.au).

KEVIN SHANAHAN,  
Manager, Conservation Management Unit

**NEW SOUTH WALES SERVICE MEDAL PRESENTATION**

WEDNESDAY 17 APRIL 2002

Mr John Leslie Afflick, Department of Information.  
Mr Terence Bede Aspinall, NSW State Emergency Service.  
Mr Albert Henry Beavis, Hunter Area Health Service.  
Mr John Steven Black, Pillar Administration.  
Mr Ronald Austin Bowry, Central Sydney Area Health Service.  
Mr Bernard Francis Boyle, Department of Information Technology and Management.  
Mr Leigh Herbert Bray, NSW Fire Brigades.  
Mr John Anthony Brennan, Department of Juvenile Justice.

Mr Geoffrey William Bryant, NSW Police Service.  
Mr Bruce Douglas Buchanan, NSW Treasury.  
Mr Trevor Richard Burbidge, Department of Information Technology and Management.  
Mr Robert Allan Butcher, Department of Urban Affairs & Planning.  
Mr Robert John Carpenter, Department of Community Services.  
Mr Dennis Trevor Claxton, Olympic Coordination Authority.  
Mr Alfred Ray Cooper, Department of Urban Affairs & Planning.  
Mr Christopher Patrick Cullen, NSW State Emergency Service.  
Mr Paul Dirago, Waste Service NSW.  
Mr Robert James Fenly, Newcastle Port Corporation.  
Mr Brian William Ferguson, Central Sydney Area Health Service.  
Mr Robert Alfred William Field, Public Trust Office.  
Mr Geoffrey Robert Floyd, Public Trust Office.  
Mr Max Fotheringham, Department of Motor Transport.  
Ms Mary Therese Fulcher, Central Sydney Area Health Service.  
Mr John Anthony Gardiner, Public Trust Office.  
Mr Tom Geczy, Department of State & Regional Development.  
Mr Ronald Hegarty, Audit Office.  
Mr Barry Keith Hill, Public Trust Office.  
Mr Warren Edward Hill, NSW Police Service.  
Mr Terence Hukins, Olympic Coordination Authority.  
Mr James Hunter, Ministry of Energy & Utilities.  
Mr Graeme Colin Johnston, NSW State Emergency Service.  
Mr Adrian Kavanagh, Department of Community Services.  
Mr Bruce Thomas Kelly, Office of Director of Public Prosecutions.  
Mr Ross Oswald Keys, Environment Protection Authority.  
Ms Margaret Joy Lewis, Department of Ageing, Disability & Home Care.  
Mr Gregory Kenneth Macintyre, Public Trust Office.  
Mr Brian Michael James Maher, Public Trust Office.  
Mr Terry Alan Meredith, Environment Protection Authority.  
Mr Noel Mercer, Department of State & Regional Development.  
Mr James Reginald Mitchell, Department of Local Government.  
Mr James Trevor Nance, Environment Protection Authority.  
Mr Ian William Neale, NSW Treasury.  
Mr Lawrence Pople, Department of Housing.  
Mr Brian William Scarfe, Department of Transport.  
Mr Peter James Simpfendorfer, Department of Ageing, Disability & Home Care.  
Mr Geoffrey Paul Strang, Department of Community Services.  
Mr Francis Kenneth Ticehurst, Department of Information Technology & Management.  
Mr John Clarence (Jack) Wilson, NSW Treasury.  
Mr Norman Barry Windeatt, Hunter Area Health Service.

**PASSENGER TRANSPORT ACT 1990**

Passenger Transport (Taxi-cab Services) Regulation 2001

IT is hereby notified, in pursuance of Clause 14 of the Passenger Transport (General) Regulation 2000, that Clause 9 (3) of the Passenger Transport (Taxi-cab Services) Regulation 2001 does not apply to a maxi-cab.

General Manager,  
Taxi and Hire Car Bureau,  
Department of Transport

**STATE EMERGENCY AND RESCUE  
MANAGEMENT ACT 1989****EMERGENCY MANAGEMENT DISTRICTS**

FOR the purposes of the State Emergency and Rescue Management Act 1989, as amended, the following are the Emergency Management Districts in accordance with Section 21 of that Act.

Central West Emergency Management District comprises the Bathurst City Council, Blayney Council, Cabonne Council, Cowra Council, Evans Council, Forbes Council, Greater Lithgow City Council, Lachlan Council, Oberon Council, Orange City Council and Parkes Council areas.

Far West Emergency Management District comprises the Broken Hill City Council, Bogan Council, Bourke Council, Central Darling Council, Cobar Council areas and the Unincorporated Area of NSW.

Georges River Emergency Management District comprises the Auburn City Council, Bankstown City Council, Hurstville City Council, Kogarah Council, Rockdale Council, Sutherland Council areas and the areas of Botany Bay and Port Hacking.

Hunter Emergency Management District comprises the Cessnock City Council, Dungog Council, Lake Macquarie City Council, Maitland City Council, Merriwa Council, Murrurundi Council, Muswellbrook Council, Newcastle City Council, Port Stephens Council, Scone Council, Singleton Council areas and the areas of Port Hunter and Port Stephens.

Illawarra Emergency Management District comprises the Kiama Council, Shellharbour Council, Shoalhaven City Council, Wollongong City Council areas and Jervis Bay.

Mid North Coast Emergency Management District comprises the Bellingen Council, Coffs Harbour City Council, Gloucester Council, Greater Taree City Council, Great Lakes Council, Hastings Council, Kempsey Council, Nambucca Council areas and Lord Howe Island.

Monaro Emergency Management District comprises the Bega Valley Council, Bombala Council, Cooma-Monaro Council, Eurobodalla Council, Queanbeyan City Council, Snowy River Council, Tallaganda Council, and Yarrowlumlumla Council areas.

Murray Emergency Management District comprises the Albury City Council, Balranald Council, Berrigan Council, Conargo Shire Council, Corowa Council, Culcairn Council, Deniliquin Council, Holbrook Council, Hume Council, Jerilderie Council, Murray Council, Tumbarumba Council, Urana Council, Wakool Council and Wentworth Council areas.

Northern Rivers Emergency Management District comprises the Ballina Council, Byron Council, Copmanhurst Council, Grafton City Council, Kyogle Council, Lismore City Council, Maclean Council, Pristine Waters Council, Richmond Valley Council and Tweed Council areas.

Peel Emergency Management District comprises the Armidale-Dumaresq Council, Barraba Council, Bingara Council, Glen Innes Council, Gunnedah Council, Guyra Council, Inverell Council, Manilla Council, Moree Plains Council, Narrabri Council, Nundle Council, Parry Council, Quirindi Council, Severn Council, Tamworth Council, Tenterfield Council, Uralla Council, Walcha Council and Yallaroi Council areas.

Riverina Emergency Management District comprises the areas of Bland Council, Carrathool Council, Coolamon Council, Griffith City Council, Hay Council, Junee Council, Leeton Council, Lockhart Council, Murrumbidgee Council, Narrandera Council, Temora Council and Wagga Wagga Council areas.

Southern Highlands Emergency Management District comprises the Boorowa Council, Cootamundra Council, Crookwell Council, Goulburn City Council, Gundagai Council, Gunning Council, Harden Council, Mulwaree Council, Tumut Council, Weddin Council, Yass Council and Young Council areas.

Sydney East Emergency Management District comprises the Botany Bay City Council, Randwick City Council, Sydney City Council, South Sydney City Council, Waverley Council, and Woollahra Council areas, Port Jackson and Parramatta River up to the Parramatta Weir.

Sydney Mid West Emergency Management District comprises the Ashfield Council, Burwood Council, Canterbury Council, City of Canada Bay Council, Leichhardt Council, Marrickville Council and Strathfield Council areas.

Sydney North Emergency Management District comprises the Gosford City Council, Hornsby Council, Hunters Hill Council, Ku-ring-gai Council, Lane Cove Council, Manly Council, Mosman Council, North Sydney Council, Pittwater Council, Ryde Council, Warringah Council, Willoughby City Council, Wyong Council areas and all the navigable waters of Brisbane Waters, Broken Bay, Cowan Waters, The Pittwater and the Hawkesbury River upstream to Wiseman's Vehicle Ferry.

Sydney South West Emergency Management District comprises the Camden Council, Campbelltown City Council, Fairfield City Council, Liverpool City Council, Wingecarribee Council and Wollondilly Council areas.

Western Slopes Emergency Management District comprises the Coolah Council, Coonabarabran Council, Coonamble Council, Dubbo City Council, Gilgandra Council, Mudgee Council, Narromine Council, Rylstone Council, Walgett Council, Warren Council and Wellington Council areas.

Western Sydney Emergency Management District comprises the Baulkham Hills Council, Blacktown City Council, Blue Mountains City Council, Hawkesbury City Council, Holroyd Council, Parramatta City Council and Penrith City Council areas.

BOB DEBUS, M.P.,  
Minister for Emergency Services



**THREATENED SPECIES CONSERVATION ACT**

## Notice of Preliminary Determinations

THE Scientific Committee, established by the Threatened Species Conservation Act, has made Preliminary Determinations to list the following in the relevant Schedules of the Act.

**Endangered Species** (Part 1 of Schedule 1)

*Capparis canescens* Banks ex DC., a small tree

The Committee is of the opinion that this species is likely to become extinct in nature in NSW unless the circumstances and factors threatening its survival or evolutionary development cease to operate.

**Vulnerable Species** (Schedule 2)

*Rhizanthella slateri* P. Bernhardt an underground orchid

The Committee is of the opinion that this species is likely to become endangered unless the circumstances and factors threatening its survival or evolutionary development cease to operate.

Any person may make a written submission regarding these Preliminary Determinations, which should be forwarded to:

Director General  
National Parks & Wildlife Service  
PO Box 1967  
Hurstville NSW 2220

Attention: Suzanne Chate  
Executive Officer,  
Scientific Committee

Submissions must be received by 7th June, 2002.

Copies of these Determinations may be inspected at the National Parks Centre 102 George St, The Rocks, Sydney and at NPWS Area Offices or Visitors Centres during business hours.

ASSOCIATE PROFESSOR PAUL ADAM,  
Deputy Chairperson

**WORKPLACE INJURY MANAGEMENT AND WORKERS COMPENSATION ACT 1998**

## WORKCOVER MEDICAL ASSESSMENT GUIDELINES

THESE guidelines are made pursuant to sections 376(1) and 331 of the Workplace Injury Management and Workers Compensation Act 1998 ("the Act"). The guidelines dated 21 December 2001 published in *Government Gazette* Number 195A at page 10303 are repealed.

The Hon JOHN DELLA BOSCA MLC,  
Special Minister of State

30 April 2002.

**WORKPLACE INJURY MANAGEMENT AND WORKERS COMPENSATION ACT 1998**

## WORKCOVER MEDICAL ASSESSMENT GUIDELINES

## EXPLANATORY NOTE

THESE guidelines are made pursuant to sections 376(1) and 331 of the Workplace Injury Management and Workers Compensation Act 1998 ("the Act") and replace guidelines gazetted on 21 December 2001 which are hereby repealed. These guidelines explain the operation of those sections of the Act relating to referrals for medical assessment.

The Guidelines set out the procedures for the referral and conduct of medical disputes for assessment or review of assessments under Part 7 of Chapter 7 of the Act.

These Guidelines are primarily intended to assist the legal profession and the Commission. Questions about medical assessments and these Guidelines should be directed to the Registrar at the Commission.

**Medical Assessments Guidelines**

The Guidelines in this Part set out the procedures for referring medical disputes for assessment or review of assessments under Part 7 of Chapter 7 of the Act.

**Chapter A: Interpretation****What abbreviations are used in this Part?**

- In this part, these abbreviations are used:
 

AMS	Approved Medical Specialist
DX Box	Box in the Australian Document Exchange Pty Limited
NAATI	National Accreditation Authority for Translators and Interpreters
MAC	Medical Assessment Certificate
WCA	WorkCover Authority of NSW

**What words and phrases are defined in this Part?**

- In this Part, these words and phrases have the following meanings:
  - approved medical specialist* means a medical practitioner appointed under Part 7 of Chapter 7 of the Act as an approved medical specialist.
  - day or days* means calendar days.
  - Registrar* means the Registrar of the Commission.
  - claimant* means a person who has made a claim under the Act.
  - Party* includes the claimant, an insurer or an employer.
  - WorkCover Guides* means the WorkCover Guides for the Evaluation of Permanent Impairment.

**Chapter B: The referral process****How is a matter referred to an AMS?**

- A party, the Court or the Commission is to notify the Registrar when a matter is to be referred to an AMS. The notification must be in the form approved by the Registrar for that purpose.

**Whom must the Registrar notify of the referral?**

4. The Registrar is to notify the parties that a dispute is to be referred to an AMS.

**Who chooses the AMS?**

5. The parties have 7 days after receiving notice of the referral to jointly advise the Registrar in writing the name of the AMS they have agreed to appoint.
6. If the parties cannot agree on an AMS, they are to advise the Registrar in writing the names of the AMSs they have considered but rejected and the reasons why they were rejected. Then, the Registrar is to choose an AMS who is to assess the dispute and advise the parties in writing of the name of the AMS.

**On what basis is the Registrar to appoint an AMS?**

7. When choosing an AMS, the Registrar is to consider:
  - which location would be most convenient to the parties and the AMS; and
  - the AMSs on the Commission's list who are most appropriate given the nature of the injury, any continuing disabilities, the nature of the dispute, and the specialty and or expertise of the assessor;
  - the availability of the AMS.

**May the parties object to an AMS the Registrar has appointed?**

8. A party may apply to the Registrar to have the matter reallocated on the grounds that the AMS to whom the matter has been allocated has a conflict of interest or may not be impartial. To do that, the party must apply:
  - within 7 days of receiving notification of the name and contact details of the AMS; and
  - in writing, detailing the reasons.

The Registrar is to decide on the application for reallocation within 7 days of receipt. If the Registrar is of the opinion that there are reasonable grounds for believing that the appointed AMS may have a conflict of interest or may not be impartial, the registrar must reallocate the matter.

**Who arranges for the AMS assessment to take place?**

9. The Registrar is to make arrangements for the assessment to take place.

**What arrangements must the Registrar make for the assessment?**

10. The Registrar is to contact the agreed or appointed AMS to obtain an appointment for assessment. Upon request, the AMS must provide an appointment for assessment on a date within 21 days of the request. The Registrar will then immediately forward the referral documents to the AMS.
11. The Registrar advises the parties of the date and location of the assessment, within 2 days of the appointment being made.
12. If an interpreter is required, the Registrar is to organise for a NAATI accredited interpreter to assist with the assessment.

**What details is the Registrar to provide for the AMS?**

13. When the Registrar refers the matter to the AMS, the Registrar is to provide the AMS with such details as the Registrar determines including:
  - A copy of any minute of order or statement of reasons indicating the nature of the medical dispute, as determined in consultation with the parties.
  - A list of the documents attached to the referral with an indication of whether or not each document has been provided to both parties.
  - A copy of all reports from the claimants' health care, rehabilitation and care providers.
  - A copy of all medico-legal, investigation and expert reports.
  - An indication of whether or not there are, or are likely to be other medical disputes in the matter.

**May the Registrar communicate with the worker's medical etc. providers?**

14. The Registrar may communicate with the parties, or any of the worker's treatment or service providers to clarify the matter or matters in dispute.

**What arrangements may the registrar make to deal with the matter?**

15. The Registrar may make such arrangements as are necessary and appropriate to deal with the matter.

**Chapter C: The assessment procedure****Conflict of Interest**

16. An AMS to whom a matter has been allocated must not consider the matter if there is a conflict of interest. For the purpose of identifying any potential conflict of interest, the AMS is to review the referral documents within 7 days of receiving them.
17. If the AMS considers that there may be a conflict of interest the AMS is to immediately notify the registrar. If the registrar agrees that a conflict exists, the Registrar will reallocate the matter to another AMS.

**How is the process for the AMS's review determined?**

18. The Guidelines for Medico-Legal Consultations of the NSW Medical Board as in force from time to time apply to the making of an assessment by an AMS.
19. The procedures set out in The WorkCover Guides apply to the conduct of assessments relating to permanent impairment.
20. The AMS may do any one or more of the following:
  - consult with any medical practitioner or other health care professional who is treating, or has treated, the worker;
  - call for medical records (including X-rays and the results of other tests) and other information that the AMS considers necessary or desirable to assess the dispute;
  - require the worker to submit himself or herself for examination by the AMS.

**Is a medical examination of the worker always required as part of the assessment?**

21. For the majority of matters, a medical examination of the worker will be necessary for the AMS to be able to form an opinion.
22. However, the AMS may make an assessment without a medical examination if they are satisfied that the information they have is sufficient to enable them to determine the issues. In exercising the discretion not to conduct a medical examination, the assessor must consider:
  - The nature and complexity of the issues.
  - The likely impact of non-examination on the outcome of the dispute.
  - The extent and detail of the information provided.
  - Any submission by the parties as to why a medical examination is required.

**May someone accompany the worker to an assessment?**

23. A parent, carer or other support person (other than an agent or legal practitioner) may accompany a worker to a medical assessment if it is reasonable and necessary in the circumstances and the AMS agrees.
24. The accompanying person is to conduct him or herself appropriately during the examination. The AMS has the right to ask the person to withdraw if his/her behaviour interferes with conduct of the examination.

**What is the AMS required to do if the worker does not attend the scheduled appointment?**

25. The AMS must notify the Registrar in writing if the worker did not attend the scheduled appointment. The notification is to be provided within 7 days of the scheduled appointment.

**Chapter D: The Medical Assessment Certificate and Report**

26. The AMS is to provide the Registrar with a completed MAC and report within 10 days of the assessment.
27. The MAC must be in the form approved by the Registrar and must include the following information:
  - details of the matters referred for assessment,
  - the AMS's opinion with respect to those matters,
  - the facts on which that opinion is based,
  - the AMS's reasons for that opinion.
  - In matters related to permanent impairment, proper reference to the WorkCover Guides.

**What does the Registrar do with the MAC and report?**

28. The Registrar reviews the MAC and report for any obvious error and if it is correct, sends copies of the MAC and report to:
  - the relevant member of the Commission who referred the matter for assessment; and
  - the parties to the dispute; and

- if the worker has suffered permanent impairment, each of the parties must also be provided with a notice advising them that they may appeal.

**What if the MAC or report contains an error?**

29. If the Registrar is satisfied that a MAC or report contains
  - an obvious error, such as a typographical error, provided this does not compromise the meaning of the MAC or report the Registrar may correct the error; or
  - for any other error, the Registrar is to refer the matter to the AMS for correction.
30. The Registrar is to provide the parties and the AMS with a copy of the altered MAC or report within 7 days of making the alteration.
31. If the MAC or report is changed, the altered MAC or report is taken to be the decision of the AMS.

**Chapter E: Reviewing or appealing the Medical Assessment Certificate**

**May the Registrar require a further assessment?**

32. Yes. In circumstances where the AMS indicates that further information is required before a sound opinion may be formed, the Registrar may require that further assessment be made.

**On what grounds may a further assessment be made?**

**What are the grounds for appeal?**

33. A MAC may be appealed if:
  - additional relevant information, which was not previously available, becomes available; or
  - the assessment was made on the basis of incorrect criteria; or
  - there is a demonstrable error in an assessment finding indicated in the MAC, where there is no information or material to support the finding; or
  - if the matter is about permanent impairment, the worker's condition has deteriorated to the extent that the degree of permanent impairment has increased significantly.

**How does a party apply to appeal?**

34. To appeal against the decision of an approved medical specialist, a party is to use a Form the Registrar approves, send a copy of the Form and attachments to the registrar and each party and set out:
  - A copy of the medical assessment being appealed.
  - A list of the documents attached to the assessment.
  - A copy of all reports and documents provided to the AMS who made the assessment.
  - Submissions in support of the appeal.

**Extension of the time limit for an appeal to be made?**

35. Where an appeal is made on the grounds:
- The assessment was made on the basis of incorrect criteria;
  - The medical assessment certificate contains a demonstrable error;

and the appeal is made more than 28 days after the medical assessment certificate has been issued to the parties, the party must set out the special circumstances that justify the extension of the 28 day period.

**Who is to hear an appeal?**

36. An appeal is to be heard by an Appeal Panel constituted by 2 AMSs and one Arbitrator, chosen by the Registrar.

**What happens at an appeal?**

37. The Panel conducts a preliminary review in the absence of the parties, and sets a review date. The appeal is to be by way of review of the original medical assessment.

The Appeal Panel may conduct a further medical examination of the injured worker.

The Appeal Panel may seek submissions from the worker's advocate, or the insurer at any appeal.

**May a worker be accompanied as part of an appeal?**

38. Yes. Where a worker is to be accompanied by a person (whether or not a legal adviser or agent) at an Appeal Panel, the party is to give notice to the Registrar.

**What powers does an AMS have at an appeal or further assessment?**

39. An AMS who is a member of the Appeal Panel, or making a further assessment, has all the powers of an AMS under these rules.

**What orders may the Appeal Panel make?**

40. The Appeal Panel may:
- Confirm the MAC given in connection with the medical assessment; or
  - revoke that MAC and issue a new MAC as to the matters concerned.

The decision of a majority of the members of an Appeal Panel is the decision of the Appeal Panel.

**What is the effect of a new Medical Assessment Certificate?**

41. In any proceedings before the Commission with which a new certificate is concerned, that new certificate is conclusively presumed to be correct, the same as an original MAC, as to the following matters:
- the degree of permanent impairment of the worker as a result of an injury,
  - whether any proportion of permanent impairment is due to any previous injury or pre-existing condition or abnormality,
  - the nature and extent of loss of hearing suffered by a worker,
  - whether impairment is permanent.

**How are notices to be served?**

42. The Rules relating to service in the Commission apply to the service of documents under these Rules.

**PRACTICE NOTE No 62**

## Access to Court Files by Non-parties

1. Access to material in any proceedings is restricted by Part 52 rule 3 of the District Court Rules 1973 to parties, except with the leave of the Court or registrar.
2. Access will normally be granted to non-parties in respect of:
  - (a) pleadings and judgments in proceedings that have been concluded, except in so far as an order has been made that they or portions of them be kept confidential;
  - (b) documents that record what was said or done in open court;
  - (c) material that was admitted into evidence; and
  - (d) information that would have been heard or seen by any person present in open court,unless the Judge or registrar dealing with the application considers that the material or portions of it should be kept confidential. Access to other material will not be allowed unless a registrar or Judge is satisfied that exceptional circumstances exist.
3. It should not be assumed that material held by the Court comes within paragraph 2. Affidavits, and witness statements, that are filed in proceedings are often never read in open court. This can occur because they contain matter that is objected to and rejected on any one of a number of grounds or because the proceedings have settled before coming on for hearing. Affidavits, statements, exhibits and pleadings may contain matter that is scandalous, frivolous, vexatious, irrelevant or otherwise oppressive. Part 9 rule 17 allows the Court to order that this type of matter be struck out of a document.
4. If access to material is given prior to the conclusion of the proceedings to which it relates, material that is ultimately not read in open court or admitted into evidence would be seen. Thus, access will not normally be allowed prior to the conclusion of the proceedings.
5. Even where material has been read in open court or is included in pleadings, there may be good reason for refusing access. Material that has been rejected or not used or struck out as being scandalous, frivolous, vexatious, irrelevant or otherwise oppressive, may still be legible. Where access to material would be otherwise unobjectionable, it may concern matters that are required to be kept confidential by statute (eg the Criminal Records Act 1991) or by public interest immunity considerations.
6. Application by a person, who is not a party to proceedings, for access to material held by the Court in the proceedings shall be made in the attached form to the registrar, who will refer doubtful cases to the Chief Judge or to a Judge nominated by the Chief Judge. The registrar or Judge may notify interested parties before dealing with the application. The applicant must demonstrate that access should be granted in respect of the particular documents the subject of the application and state why the applicant desires access. Enquires may be made to the Registrar.
7. The person to whom access to material is granted normally may copy or take extracts from the material and the registry may assist with copying.

THE HONOURABLE JUSTICE R.O. BLANCH,  
Chief Judge

23 April 2002

APPLICATION BY A NON-PARTY FOR ACCESS TO MATERIAL HELD BY THE COURT

I (applicant's full name) ..... (occupation) ..... of (address) ..... Postcode .....

apply for leave to inspect the documents described below in the following proceedings:

File No .....

Name of case .....

Identify documents

.....

My reason for requesting leave is:

.....

I submit that access to the documents should be granted because (state grounds)

.....

Signature of applicant: .....

Date of application: .....

NOTE: Application must be made at least 1 day prior to inspection and in some cases a longer period will be required

Orders made:

.....

Judge/Registrar

Date of order .....



# TENDERS

## Department of Public Works and Services

### SUPPLIES AND SERVICES FOR THE PUBLIC SERVICE

TENDERS for the undermentioned Period Contracts, Supplies and Services, required for the use of the Public Service, will be received by the Department of Public Works and Services, Level 3, McKell Building, 2-24 Rawson Place, Sydney, N.S.W. 2000, up til 9.30 am on the dates shown below:

#### 7 May 2002

- 491** XRAY/MEDICAL IMAGING FILM, PROCESSING CHEMISTRY & ASSOCIATED EQUIPMENT.  
DOCUMENTS: \$110.00 PER SET
- IT02/2820** PROVISION OF A HEALTH ADVISORY SERVICE. DOCUMENTS: \$220.00 PER SET
- IT 02/2821** PROVISION OF OUTCOME BASED CLINICAL DECISION SUPPORT SOFTWARE.  
DOCUMENTS: \$220.00 PER SET

#### 8 May 2002

- 003/7088** HIRE OF MOBILE CRANESTRAVEL TOWERS, TRANSPORT TRUCKS WITH OPERATORS.  
DOCUMENTS: \$110.00 PER SET
- 027/7267** PROVISION OF REAL ESTATE VALUATION SERVICES. DOCUMENTS: \$110.00 PER SET

#### 9 May 2002

- 027/7232** SUPPLY, DELIVERY AND INSTALLATION OF MACHINE TOOLS FOR DET.  
DOCUMENTS: \$110.00 PER SET
- 027/7281** PROVISION OF BIOTECHNOLOGY INCUBATOR SERVICES FOR DSRD.  
DOCUMENTS: \$110.00 PER SET

#### 14 May 2002

- 035/919** CONTRAST MEDIA. DOCUMENTS: \$110.00 PER SET

#### 15 May 2002

- 025/7244** OPERATION AND MAINTENANCE OF AIRCRAFT. DOCUMENTS: \$110.00 PER SET
- 02/7272** SCHOOL CERTIFICATE TEST PAPERS. DOCUMENTS: \$110.00 PER SET
- 02/7273** HIGHER SCHOOL CERTIFICATE EXAMINATION PAPERS — 2002 HSC VOLUME 1E.  
DOCUMENTS: \$110.00 PER SET
- 02/7274** HIGHER SCHOOL CERTIFICATE EXAMINATION PAPERS — 2002 HSC VOLUME 3M.  
DOCUMENTS: \$110.00 PER SET

#### 22 May 2002

- S02/00037 (805)** CLEANING OF DEPARTMENT OF MINERAL RESOURCES, LIDCOMBE. CATEGORY C.  
INSPECTION DATE & TIME: 10/05/2002 @ 11:00 AM SHARP. AREA: 5077 SQ. METERS.  
DOCUMENTS: \$27.50 PER SET

#### TENDER DOCUMENT FEE

Tender documents for inspection and purchase, and application forms for Expression of Interest are available at the address above. Where charges apply for tender documents, they are not refundable, cheques and credit cards (Bankcard, Mastercard and Visa) only are acceptable, payable to Department of Public Works and Services. NO CASH payments will be accepted. Documents can be Express Posted on request at an extra cost. Non attendance of mandatory site meetings will render tenders informal.

Further Information is available on the Internet (<http://www.dpws.nsw.gov.au/tenders>)

## PRIVATE ADVERTISEMENTS

### COUNCIL NOTICES

#### BLACKTOWN CITY COUNCIL

Roads Act 1993, Section 162

Naming of Public Road – Amiens Lane

NOTICE is hereby given that Blacktown City Council, in pursuance of section 162 of the Roads Act 1993, has named the unnamed lane which runs easterly then northerly between Athlone Street and Kerry Road, Blacktown as “Amien’s Way”. Authorised by resolution of Council on 12th December, 2001. I. REYNOLDS, General Manager, Blacktown City Council, PO Box 63, Blacktown, NSW 2148. [0318]

#### CESSNOCK CITY COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

NOTICE is hereby given that Cessnock City Council, in pursuance of section 10 of the Roads Act 1993, dedicates the land held by it and described in the Schedule below as public road. C. COWAN, General Manager, Cessnock City Council, Administration Centre, 62-78 Vincent Street, Cessnock, NSW 2325. (Reference: RD 134/902/220/37).

#### SCHEDULE

All that piece or parcel of land situate at Main Road 220, Pokolbin within the Local Government Area of Cessnock, Parish of Rothbury, County of Northumberland and State of New South Wales, comprising Lots 1 to 8 (inclusive) in Deposited Plan Number 836030 and Lots 2 and 3 in Deposited Plan Number 834723. [0295]

#### GUNDAGAI SHIRE COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

THE Gundagai Shire Council hereby gives notice that pursuant to section 10 of the Roads Act 1993, the land described in the Schedule below is dedicated as a public road. Dated 24th April, 2002. G. A. J. TICKNER, General Manager, Gundagai Shire Council, Sheridan Street (PO Box 34), Gundagai, NSW 2722.

#### SCHEDULE

Lot 14, DP 864768, Parish of South Gundagai, County of Wynyard. [0296]

#### GUNDAGAI SHIRE COUNCIL

Roads Act 1993, Section 162

Naming of Public Road – Sylvias Gap Road

THE Gundagai Shire Council in pursuance of section 162 of the abovementioned Act, and the Roads (General) Regulation 2000, has resolved to name the road as shown hereunder:

#### *Description*

The road that goes in a westerly direction from the intersection of Main Road No. 280 Tumblong, Parish of Bangus from Lot 6, DP 757213 to Lot 252, DP 757213. Formerly a section of the Hume Highway prior to the dual carriageway bypass.

Authorised by resolution of Council on 10th April, 2002. G. A. J. TICKNER, General Manager, Gundagai Shire Council, Sheridan Street (PO Box 34), Gundagai, NSW 2722. [0297]

#### *Proposed Name*

Sylvias Gap Road.

#### HASTINGS COUNCIL

Local Government Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

THE Hastings Council declares with the approval of Her Excellency the Governor, that the land described in the Schedule below excluding mines and deposits of minerals within the land, is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purpose of a water supply treatment plant. Dated at Port Macquarie this 29th day of April 2002. B. SMITH, General Manager, Hastings Council, corner Lord and Burrawan Streets, Port Macquarie, NSW 2444. File: W.100.1.130(1926).

#### SCHEDULE

Lot 2 in DP 1018367. [0314]

#### HASTINGS COUNCIL

Roads Act 1993, Section 10

Dedication of Land as Public Road

NOTICE is hereby given that the Hastings Council in pursuance of section 10 of the Roads Act 1993, dedicates the land held by it and described in the Schedule below as public road. B. SMITH, General Manager, Hastings Council, corner Lord and Burrawan Streets, Port Macquarie, NSW 2444.

#### SCHEDULE

Lot 7 in Deposited Plan 1034984, Parish and County Macquarie and situated at the south-western corner of the intersection of Lake and Jindalee Roads, Port Macquarie. [0319]



**LAKE MACQUARIE CITY COUNCIL**

Roads Act 1993, Section 162

Naming of Public Roads – Lymington Way

NOTICE is hereby given by Council in pursuance of section 162 of the Roads Act No. 33, 1993 has been resolved that the undermentioned roads in the City be named thus:

<i>Description</i>	<i>New Name</i>
Public road vide Gov Gaz 1st March 2002, Folio 1455. Being Lot 1, DP 198038 and Lot 3, DP 1022769. Between John and Charles Streets, Warners Bay.	Lymington Way.

K. HOLT, General Manager, Lake Macquarie City Council,  
Box 1906, Hunter Region Mail Centre NSW 2310. [0317]

**RIVERINA WATER COUNTY COUNCIL**

Local Government Act 1993, Section 553

Extension of Watermains

NOTICE is hereby given pursuant to section 553 of the Local Government Act 1993, that Riverina Water County Council's water mains have been extended to service the lands described hereunder:

*City of Wagga Wagga:*

Horsley Street, Wagga Wagga: From existing main at the western end of Marconi Street, northward along Horsley Street to the intersection of Amaroo Street. Drawing Number: 1/2483

Atherton Crescent, Wagga Wagga: From existing main located at the south-western boundary of Lot 38 Atherton Crescent, southwards along Atherton Crescent to the south-western boundary of Lot 48 Atherton Crescent. Also, the main extension eastward along Jenolan Place off Atherton Crescent. Drawing Number: 1/2738

The owners of all lands within the prescribed distance will be liable for water supply charges as from the expiration of twenty-one (21) days after the publication of this notice, or the date of connection of the properties to the water main, whichever is the earlier date. G. W. PIEPER, General Manager, Riverina Water County Council, PO Box 456, Wagga Wagga, NSW 2650. [0298]

**TUMBARUMBA SHIRE COUNCIL**

Roads Act 1993, Section 162

Naming of Public Roads – Masons Hill Road,  
Jingellic Road

NOTICE is hereby given that the Tumbarumba Shire Council has, pursuant to section 162 (1) of the Roads Act 1993, named the roads as follows:

<i>Location</i>	<i>Name</i>
From Courabyra intersection where Albury Street finishes, to Jingellic Road intersection.	Masons Hill Road.

*Location**Name*

Intersection of River Road  
through to Murray River  
(Murray Valley Highway).

Jingellic South  
Road.

P. BASCOMB, General Manager, Tumbarumba Shire  
Council, PO Box 61, Tumbarumba, NSW 2653. [0316]

**ESTATE NOTICES**

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of EDNA MAY LESLIE, lat of 20/4-6 Hilltop Crescent, Fairlight, in the State of New South Wales, who died on 16th November, 2001 must send particulars of their claim to the executor, Wingham George Keesing, c.o. Simpson & Co., Solicitors, 103A Anzac Parade, Kensington, within one (1) calendar month from publication of this notice. After that time, the assets of the estate and the property may be conveyed and distributed having regard only to the claims of which at the time of conveyance or distribution the executor has notice. Probate was granted in New South Wales on 17th April, 2002. SIMPSON & CO., Solicitors, 103A Anzac Parade, Kensington, NSW 2033 (PO Box 340, Kensington NSW 1465), tel. (02) 9662 4381. [0299]

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of ENID BOOLER, late of Bowral, in the State of New South Wales, who died on 18th September, 2001 must send particulars of his claim to the executor, Garry Barnsley, c.o. Garry Barnsley, Lawyer, 387 Bong Bong Street, Bowral, within one (1) calendar month from publication of this notice. After that time the executor may distribute the assets of the estate having regard only to the claims of which at the time of distribution the executor has notice. Probate was granted in New South Wales on 26th November, 2001. GARRY BARNSELY, Lawyer, 387 Bong Bong Street, Bowral, NSW 2576 (DX 4969, Bowral), tel.: (02) 4862 1411. [0300]

NOTICE of intended distribution.—Any person having any claim upon the estate of the late BARBARA ROWENA OWENS, in the State of New South Wales, who died on 15th September, 2001 must send particulars of their claim to the executrix, Diana Lyn Koutchavlis, c.o. Messrs. Barton & Co., Solicitors, of 128/121 Pacific Highway, Hornsby, within one (1) calendar month from publication of this notice. After that time the executrix may distribute the assets of the estate having regard only to the claims of which at the time of distribution they have notice. Probate was granted on 18th April, 2001. Messrs. BARTON & CO., Solicitors, Polaris, 128/121-133 Pacific Highway, Hornsby, NSW 2077 (PO Box 344, Hornsby NSW 1630), tel.: (02) 9476 1744, fax: (02) 9476 3686. Our Reference: DFB/RS. [0301]

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of FRANCES MARION HUDSON, late of 1/59 Pennant Avenue, Denistone, in the State of New South Wales, who died on 30th January, 2002 must send particulars of his claim to the executor, c.o. John S. Fordham, Solicitor, 12 Station Street, West Ryde, within one (1) calendar month from publication of this notice. After that time the executor may distribute the assets of the estate having regard only to the claims of which at the time of distribution she has notice. Probate was granted in New South Wales on 19th April, 2002. JOHN S. FORDHAM, Solicitor, 12 Station Street, West Ryde, NSW 2114 (DX 27551, West Ryde), tel.: (02) 9858 1533. [0307]

Notice of intended distribution of estate.—Any person having any claim upon the estate of JANETTE JOSEPHINE KENNETT, late of 14 McCallum Street, Lakemba, in the State of New South Wales, who died on 4th January, 2002 must send particulars of his/her claim to the executrix, Michelle Mifsud, c.o. Colquhoun & Colquhoun, Solicitors, 588 Darling Street, Rozelle, within one (1) calendar month from publication of this notice. After that time the executrix may distribute the assets of the estate having regard only to the claims of which at the time of distribution she has notice. Probate was granted in New South Wales on 11th April, 2002. COLQUHOUN & COLQUHOUN, Solicitors, 588 Darling Street, Rozelle NSW 2039. [0308]

NOTICE of intended distribution of estate.—Any person having any claim upon the estate of THOMAS WILLIAM BETTS, late of 58 Fairfield Road, Guildford West, in the State of New South Wales, pensioner, who died on 21st October, 2001 must send particulars of his/her claim to the executors, Glenn Thomas Betts and Lorraine Judith O'Sullivan, c.o. Maclarens, Solicitors, 232 Merrylands Road, Merrylands, within one (1) calendar month from publication of this notice. After that time the executors may distribute the assets of the estate having regard only to the claims of which at the time of distribution they have notice. Probate was granted in New South Wales on 24th April, 2002. MACLARENS, Solicitors, 232 Merrylands Road, Merrylands, NSW 2160 (DX 25406, Merrylands), tel.: (02) 9682 3777. [0313]

## COMPANY NOTICES

NOTICE of application for winding up Order.—In the Supreme Court of New South Wales No. 2242/02.—DARLING POINT HOTEL MANAGEMENT PTY LIMITED, ACN 097 369 349.—A proceeding for the winding up of Darling Point Hotel Management Pty Limited, was commenced by the plaintiff, M. S. Reuben Settlement Pty Limited, ACN 080 859 212 on 12th April, 2002 and will be heard by the Supreme Court of New South Wales at Law Courts Building, Queens Square, Sydney, at 11.00 a.m., on 14th May, 2002. Copies of documents filed may be obtained from the plaintiff's address for service.—The plaintiff's address for service is c.o. Ellis Reuben, Solicitor, Level 2, 370 Pitt Street, Sydney, NSW 2000 (DX 11654, Sydney Downtown).—Any

person intending to appear at the hearing must file a notice of appearance in accordance with the prescribed form together with any affidavit on which the person intends to rely and to serve a copy of the notice and any affidavit on the plaintiff at the plaintiff's address for service at least three (3) days before the date fixed for the hearing. Dated 26th April, 2002. Name of plaintiff or plaintiff's legal practitioner: Ellis Reuben. ELLIS REUBEN, Solicitor, Level 2, The Chambers, 370 Pitt Street, Sydney, NSW 2000 (PO Box A134, Sydney South, NSW 1235), tel.: (02) 9264 9096. [0302]

NOTICE of resolutions passed (Appointment of liquidator).—In the matter of T. & M. BIANCO HOLDINGS PTY LIMITED and in the matter of the Corporations Act 2001.—Notice is hereby given that at a meeting of members and of creditors of the abovenamed company held on Tuesday, 23rd April, 2002 the following special and ordinary resolutions respectively were passed: "That the company be wound up voluntarily" and "That Ronald John Dean-Willcocks be appointed liquidator of the company". Dated this 23rd day of April 2002. ANTHONY FILIPPO BIANCO, Director, c.o. Star Dean-Willcocks Crosbie, Insolvency Administrators, 1 Warabrook Boulevard, Warabrook, NSW 2304, tel.: (02) 4923 4098, fax: (02) 4923 4069. [0303]

NOTICE of winding up.—E. G. & C. D. COOPER PTY LIMITED, A.C.N. 000 504 718.—On 19th April, 2002, a members' resolution was passed that the company be wound up voluntarily and that Mr Paul de Maria be appointed liquidator. P. R. DE MARIA, c.o. Hales Redden & Partners Pty Limited, 24 Bay Street, Rockdale, NSW 2216 (PO Box 54, Rockdale, NSW 2216), tel.: (02) 9567 0545. [0304]

NOTICE of winding up.—ASIA ELEVEN PTY LIMITED, ACN 069 742 516.—On 19th April, 2002, a members' resolution was passed that the company be wound up voluntarily and that Mr Paul de Maria be appointed liquidator. P. R. DE MARIA, c.o. Hales Redden & Partners Pty Limited, 24 Bay Street, Rockdale, NSW 2216 (PO Box 54, Rockdale, NSW 2216), tel.: (02) 9567 0545. [0305]

NOTICE of final meeting.—In the matter of the Corporations Law, and in the matter of VIEWGOLD PTY LIMITED, ACN 003 974 052 (In voluntary liquidation).—Notice is hereby given that pursuant to section 509 of the Corporations Law, the final meeting of members of the company will be held at 8th Floor, 36 Carrington Street, Sydney, on 31st day of May 2002, at 10.00 a.m., for the purpose of the liquidator laying before the meeting an account of the winding up and the giving of any explanation thereof. Dated this 24th day of April 2002. DAWSON & PARTNERS, Chartered Accountants, 8th Floor, 36 Carrington Street, Sydney, NSW 2001 (DX 10241, Sydney Stock Exchange), tel.: (02) 9299 8638. [0306]

NOTICE of voluntary liquidation.—TRYTON AUSTRALIA PTY LIMITED (In liquidation), ACN 001 146 238.—Notice is given in pursuance of section 491 (2) of the Corporations Law that at a general meeting of the abovenamed company, duly convened and held at 47-49 Carlotta Street, Artarmon, on 29th April, 2002, the following special resolution passed: “That the company be wound up as a members’ voluntary liquidation and that the assets of the company may be distributed in whole or in part to the members in specie should the liquidator so desire”. Dated this 29th day of April 2002. WAYNE STANLEY MORTON, F.C.A., Liquidator, c.o. Morton O’Leary, Chartered Accountants, Level 14, 227 Elizabeth Street, Sydney, NSW 2000. [0309]

NOTICE of voluntary liquidation is hereby given in accordance with section 509 (2) of the Corporations Law, that the final meeting of the members of I. & R. FLAKOWICZ PTY LIMITED (In liquidation), ACN 000 930 389, will be held at 11th Floor, 155 Castlereagh Street, Sydney, on Thursday, 6th June, 2002, at 10.00 a.m. for the purpose of having laid before it by the liquidator an account showing how the winding up has been conducted and the manner in which the assets of the company have been disposed of in the course of the winding up. Dated at Sydney this 3rd day of May 2002. R. D. ELLINSON, Liquidator, c.o. Selingers, Chartered Accountants, CitiSite House, Level 11, 155 Castlereagh Street, Sydney, NSW 2000, tel.: (02) 9283 2444. [0310]

NOTICE of voluntary liquidation pursuant to section 491 (2) of the Corporations Law.—J. W. & A. M. JORGENSON PTY LIMITED (In liquidation), ACN 002 836 008.—At a general meeting of the abovenamed company, duly convened and held at 102 Croziers Road, Jaspers Brush, on 20th April, 2002, the following special resolution was passed: “That the company be wound up as a members’ voluntary liquidation and that the assets of the company be distributed in whole or in part to the members in specie should the liquidator so desire”. Dated this 1st day of May 2002. ALAN J. ADAM, Liquidator, c.o. Arthur B. Booth & Co., Public Accountants, 52 Osborne Street, Nowra, NSW 2541, tel.: (02) 4421 4344. [0311]

NOTICE pursuant to section 588FF (3) (b) of the Corporations Act.—AURA COMMERCIAL INTERIORS PTY LIMITED (Subject to Deed of Company Arrangement), ACN 059 235 719.—On 19th April, 2002, the Supreme Court of New South Wales made the following Order: “The time in which any liquidator appointed to Aura Commercial Interiors Pty Limited may bring an application seeking to extend time pursuant to section 588FF (3) (b) of the Corporations Act be extended to 20th April, 2003. MITCHELL MATHAS, c.o. Deacons, Lawyers, 1 Alfred Street, Circular Quay, Sydney, NSW 2000 (GPO Box 3872, Sydney, NSW 2001), tel.: (02) 9330 8000. [0315]

### OTHER NOTICE

NOTICE under section 36 of the Partnership Act.—GERARD IGNATIUS EGAN is no longer a partner of the firm Mitchell Playford & Redburn, Solicitors of Casino and Lismore as from 30th April, 2002. MITCHELL PLAYFORD & RADBURN, Solicitors, Suite 21, The Strand Arcade, 74-78 Molesworth Street, Lismore, NSW 2480, tel.: (02) 6622 3114. [0312]

