



# *Government Gazette*

OF THE STATE OF  
NEW SOUTH WALES

**Number 131**  
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## LEGISLATION

### Online notification of the making of statutory instruments

Week beginning 22 November 2010

THE following instruments were officially notified on the NSW legislation website ([www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)) on the dates indicated:

#### **Proclamations commencing Acts**

[Protection of the Environment Operations Amendment \(Environmental Monitoring\) Act 2010 No 85 \(2010-644\)](#) — published LW 26 November 2010

#### **Regulations and other statutory instruments**

[Dams Safety Amendment \(Prescribed Dams\) Proclamation 2010 \(2010-645\)](#) — published LW 26 November 2010

[Liquor Amendment \(Special Licence Conditions\) Regulation \(No 2\) 2010 \(2010-643\)](#) — published LW 24 November 2010

[Ports and Maritime Administration Amendment \(Port Botany Landside Improvement Strategy\) Regulation 2010 \(2010-646\)](#) — published LW 26 November 2010

#### **Environmental Planning Instruments**

[Blacktown Local Environmental Plan 1988 \(Amendment No 220\) \(2010-647\)](#) — published LW 26 November 2010

[Blacktown Local Environmental Plan 1988 \(Amendment No 223\) \(2010-648\)](#) — published LW 26 November 2010

[Hastings Local Environmental Plan 2001 \(Amendment No 74\) \(2010-649\)](#) — published LW 26 November 2010

[Kempsey Local Environmental Plan 1987 \(Amendment No 106\) \(2010-650\)](#) — published LW 26 November 2010

[Leeton Local Environmental Plan No 48 \(2010-651\)](#) — published LW 26 November 2010

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## Assents to Acts

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### ACTS OF PARLIAMENT ASSENTED TO

Legislative Assembly Office, Sydney 29 November 2010

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. 103 2010 – An Act to amend the Building and Construction Industry Security of Payment Act 1999 to make further provision for securing the payment of progress payments under contracts for construction work. [Building and Construction Industry Security of Payment Amendment Bill].

Act No. 104 2010 – An Act to apply as a law of this State a national law relating to the regulation of education and care services for children. [Children (Education and Care Services National Law Application) Bill].

Act No. 105 2010 – An Act to amend the Children and Young Persons (Care and Protection) Act 1998 to make further provision in respect of the care and protection of, and the provision of services to, children and young persons; and for other purposes. [Children and Young Persons (Care and Protection) Amendment Bill].

Act No. 106 2010 – An Act to provide for the making of suppression and non-publication orders by courts. [Court Suppression and Non-publication Orders Bill].

Act No. 107 2010 – An Act to apply the Australian Consumer Law as a law of New South Wales and to amend the Fair Trading Act 1987 and other legislation consequentially; and for other purposes. [Fair Trading Amendment (Australian Consumer Law) Bill].

Act No. 108 2010 – An Act to amend the Food Act 2003 with respect to the display of nutritional information by certain food businesses; and for other purposes. [Food Amendment Bill].

Act No. 109 2010 – An Act to amend the Industrial Relations Act 1996 to protect non-operative awards; and for other purposes. [Industrial Relations Amendment (Non-operative Awards) Bill].

Act No. 110 2010 – An Act to amend the Local Government Act 1993 to make provision for environmental upgrade agreements. [Local Government Amendment (Environmental Upgrade Agreements) Bill].

Act No. 111 2010 – An Act to facilitate and accelerate the rollout of the National Broadband Network in New South Wales by establishing a NSW NBN Co-ordinator; and for other purposes. [National Broadband Network Co-ordinator Bill].

Act No. 112 2010 – An Act to transfer certain State forest land in the South-Western area to the national park estate; to make provisions with respect to forestry operations in that area; and for other purposes. [National Park Estate (South-Western Cypress Reservations) Bill].

Act No. 113 2010 – An Act to amend the Police Regulation (Superannuation) Act 1906 in relation to the discharge, and entitlement to superannuation, of members of the Police Force who are medically unfit. [Police Regulation (Superannuation) Amendment Bill].

Act No. 114 2010 – An Act to amend the Shop Trading Act 2008 with respect to restricted trading days, bank and financial institution trading days and exemptions; and for other purposes. [Shop Trading Amendment Bill].

Act No. 115 2010 – An Act to provide for the public holidays to be observed in the State; and for other purposes. [Public Holidays Bill].

Act No. 116 2010 – An Act to amend the Roads Act 1993 in relation to the carrying out of road works by the Roads and Traffic Authority involving private and other rail infrastructure. [Roads Amendment (Private Railways) Bill].

Act No. 117 2010 – An Act to amend the State Emergency and Rescue Management Act 1989 to make further provision with respect to the management of State emergencies and rescues; and for other purposes. [State Emergency and Rescue Management Amendment Bill].

Act No. 118 2010 – An Act to make miscellaneous amendments to certain State revenue legislation. [State Revenue Legislation Further Amendment Bill].

Act No. 119 2010 – An Act to repeal certain Acts and instruments and to amend certain other Acts and instruments in various respects and for the purpose of effecting statute law revision; and to make certain savings. [Statute Law (Miscellaneous Provisions) Bill].

RUSSELL D. GROVE, PSM,  
Clerk of the Legislative Assembly

## ACTS OF PARLIAMENT ASSENTED TO

Legislative Council Office Sydney 29 November 2010

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 Council and Legislative Assembly of New South Wales in Parliament assembled, viz.:

Act No. 120, 2010 - An Act to amend the Environmental Planning and Assessment Act 1979, the Land and Environment Court Act 1979 and other legislation with respect to appeals and reviews relating to development applications; and for other purposes. [Planning Appeals Legislation Amendment Act 2010].

Act No. 121, 2010 - An Act to amend the Superannuation Administration Authority Corporatisation Act 1999 to make further provision with respect to the functions of the Superannuation Administration Corporation. [Superannuation Administration Authority Corporatisation Amendment Act 2010].

LYNN LOVELOCK,  
Clerk of the Parliaments

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## Other Legislation

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New South Wales

### Notice of Final Determination

under the

Threatened Species Conservation Act 1995

The Scientific Committee established under the *Threatened Species Conservation Act 1995* has made a final determination to insert the following ecological community as a vulnerable ecological community under that Act and, accordingly, Schedule 2 to that Act is amended by inserting in Part 2 in alphabetical order:

Castlereagh Scribbly Gum Woodland in the Sydney Basin  
Bioregion (as described in the final determination of the Scientific  
Committee to list the ecological community)

This Notice commences on the day on which it is published in the Gazette.  
Dated, this 23rd day of November 2010.

Dr Richard Major  
Chairperson of the Scientific Committee

#### Copies of final determination and reasons

Copies of the final determination and the reasons for it are available to members of the public (free of charge) as follows:

- (a) on the Internet at [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au),
- (b) by contacting the Scientific Committee Unit, by post C/- Department of Environment, Climate Change and Water, PO Box 1967, Hurstville BC 1481, by telephone (02) 9585 6940 or by facsimile (02) 9585 6989,
- (c) in person at the Department of Environment, Climate Change and Water Information Centre, Level 14, 59–61 Goulburn St, Sydney.

## NSW SCIENTIFIC COMMITTEE

## Final Determination

THE Scientific Committee, established by the Threatened Species Conservation Act, has made a Final Determination to list the Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion, as a VULNERABLE ECOLOGICAL COMMUNITY in Part 2 of Schedule 2 of the Act. Listing of Vulnerable Ecological Communities is provided for by Part 2 of the Act.

The Scientific Committee has found that:

1. Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion is the name given to the ecological community characterised by the species assemblage listed in paragraph 2. In NSW all sites are within the Sydney Basin Bioregion (*sensu* Thackway & Cresswell 1995).
2. Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion is characterised by the following assemblage of species:

<i>Acacia brownii</i>	<i>Acacia bynoeana</i>
<i>Acacia elongata</i>	<i>Amphipogon strictus</i> var. <i>strictus</i>
<i>Angophora bakeri</i>	<i>Aristida warburgii</i>
<i>Banksia spinulosa</i>	<i>Bursaria spinosa</i>
<i>Cassytha glabella</i> subsp. <i>glabella</i>	<i>Centrolepis strigosa</i>
<i>Cheilanthes sieberi</i> var. <i>sieberi</i>	<i>Cyathochaeta diandra</i>
<i>Cyperus haspan</i> subsp. <i>haspan</i>	<i>Daviesia ulicifolia</i>
<i>Dianella revoluta</i> subsp. <i>revoluta</i>	<i>Dichondra repens</i>
<i>Drosera spatulata</i>	<i>Eleocharis philippinensis</i>
<i>Entolasia stricta</i>	<i>Eragrostis brownii</i>
<i>Eucalyptus parramattensis</i> subsp. <i>parramattensis</i>	<i>Eucalyptus sclerophylla</i>
<i>Gonocarpus micranthus</i>	<i>Gonocarpus tetragynus</i>
<i>Hakea dactyloides</i>	<i>Hakea sericea</i>
<i>Hovea longifolia</i>	<i>Hypericum gramineum</i>
<i>Laxmannia gracilis</i>	<i>Leptospermum contintale</i>
<i>Leptospermum trinervium</i>	<i>Lepyrodia scariosa</i>
<i>Lomondra multiflora</i> subsp. <i>multiflora</i>	<i>Melaleuca decora</i>
<i>Melaleuca nodosa</i>	<i>Melichrus urceolatus</i>
<i>Microlaena stipoides</i> var. <i>stipoides</i>	<i>Micromyrtus ciliata</i>
<i>Micromyrtus minutiflora</i>	<i>Opercularia diphylla</i>
<i>Panicum simile</i>	<i>Pimelea linifolia</i> subsp. <i>collina</i>
<i>Pimelea linifolia</i> subsp. <i>linifolia</i>	<i>Platysace ericoides</i>
<i>Schoenus paludosus</i>	<i>Sphaerolobium vimineum</i>
<i>Stylidium graminifolium</i>	<i>Themeda australis</i>
<i>Xanthorrhoea minor</i> subsp. <i>minor</i>	

3. The total species list of the community is considerably larger than that given above, with many species present in only one or two sites or in low abundance. The species composition of a site will be influenced by the size of the site, recent rainfall or drought condition and by its disturbance (including fire) history. The number of species, and the above ground relative abundance of species will change with time since fire, and may also change in response to changes in fire regime (including changes in fire frequency). At any one time, above ground individuals of some species may be absent, but the species may be represented below ground in the soil seed banks or as dormant structures such as bulbs, corms, rhizomes, rootstocks or lignotubers. The list of species given above is of vascular plant species; the community also includes micro-organisms, fungi, cryptogamic plants and a diverse fauna, both vertebrate and invertebrate. These components of the community are poorly documented.
4. Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion is dominated by *Eucalyptus parramattensis* subsp. *parramattensis*, *Angophora bakeri* and *E. sclerophylla*. A small tree stratum of *Melaleuca decora* is sometimes present, generally in areas with poorer drainage. It has a well-developed shrub stratum consisting of sclerophyllous species such as *Banksia spinulosa* var. *spinulosa*, *M. nodosa*, *Hakea sericea* and *H. dactyloides* (multi-stemmed form). The ground stratum consists of a diverse range of forbs including *Themeda australis*, *Entolasia stricta*, *Cyathochaeta diandra*, *Dianella revoluta* subsp. *revoluta*, *Stylidium graminifolium*, *Platysace ericoides*, *Laxmannia gracilis* and *Aristida warburgii* (Tozer 2003).
5. Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion occurs almost exclusively on soils derived from Tertiary alluvium, or on sites located on adjoining shale or Holocene alluvium (Tozer 2003). It is most often found on sandy soils and tends to occur on slightly higher ground than Castlereagh Ironbark Forest or Shale Gravel Transition Forest in the Sydney Basin Bioregion (Tozer 2003). The boundary between Castlereagh Scribbly Gum Woodland and Castlereagh Ironbark Forest or Shale Gravel Transition Forest in the Sydney Basin Bioregion appears to be a function of the interaction of localised drainage conditions and the thickness of the Tertiary alluvium mantle (Tozer 2003).

6. Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion corresponds to the community of the same name described by Benson (1992) (Map Unit 14a), NSW NPWS (1997, 2002) and Tozer (2003) (Map Unit 6). It is similar to the Scribbly Gum woodlands found on perched sands in the Mellong Swamp area in Yengo and Wollemi National Parks, however there are distinct geological and floristic differences (James 1997).
7. Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion occurs within the local government areas of Bankstown, Blacktown, Campbelltown, Hawkesbury, Liverpool and Penrith (James 1997), but may occur elsewhere within the Sydney Basin Bioregion.
8. The main occurrence of Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion is in the Castlereagh area of the Cumberland Plain, with small patches occurring at Kemps Creek and Longneck Lagoon. It is also present around Holsworthy, however the floristic composition in this area shows stronger similarities to Castlereagh Ironbark Forest than at other localities (Tozer 2003).
9. The estimated area of extent of Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion in 1997 (Tozer 2003) is mapped as  $3083 \pm 171$  ha (upper and lower plausible bounds, *sensu* Keith *et al.* 2009). This represents  $52.7 \pm 2.9\%$  of its pre-1750 extent. Much of the community, with the exception of the Holsworthy remnant, is represented in small, isolated fragments. The area reserved within the National Parks estate in 2002 was 386 ha (NSW NPWS 2002). Castlereagh Scribbly Gum Woodland is found within the Castlereagh Nature Reserve, Scheyville National Park and Windsor Downs Nature Reserve.
10. Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion is known to contain an Endangered population (*Dillwynia tenuifolia*, Kemps Creek) and threatened plant species including *Acacia bynoeana*, *Allocasuarina glareicola*, *Dillwynia tenuifolia*, *Grevillea juniperina* subsp. *juniperina*, *Micromyrtus minutiflora*, *Persoonia nutans* and *Pultenaea parviflora* (James 1997) and *Grevillea parviflora* subsp. *parviflora* (voucher at NSW Herbarium).
11. Threats to Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion include clearing for urban development, frequent fire due to arson and hazard reduction burning intended to reduce fire risk to surrounding development, invasion by exotic plants, climate change, impacts from recreational vehicle use on soil, vegetation and water courses, removal of timber from the ground for firewood, rubbish dumping, and infestation by the soil pathogen *Phytophthora cinnamomi*. Clearing of understorey vegetation and addition of fertilisers in areas zoned for rural use has degraded some remnant Castlereagh Scribbly Gum Woodland (J. Sanders *in litt.* 2010). Exotic plants that threaten Castlereagh Scribbly Gum Woodland include *Acacia baileyana* (Cootamundra wattle), *Andropogon virginicus* (Whiskey grass), *Asparagus asparagoides* (Bridal Creeper), *Araujia sericifera* (Moth Vine), *Ehrharta erecta* (Panic Veldgrass), *Eragrostis curvula* (African Love Grass), *Hypochaeris radicata* (Flat Weed), *Olea europaea* subsp. *cuspidata* (African Olive) and *Pennisetum clandestinum* (Kikuyu). Low seedling recruitment in Castlereagh Scribbly Gum Woodland is thought to be related to high frequency fires and extended dry periods, with extended dry periods being predicted to increase for the region with climate change (B. Summerell *in litt.* 2010). The alluvial soil that Castlereagh Scribbly Gum Woodland occurs on is particularly susceptible to erosion in areas subject to vehicle use after rain, and also to stormwater erosion. There is an infestation of *Phytophthora cinnamomi* in Kemps Creek Nature Reserve and it is likely that the moist soils and vegetation of Castlereagh Scribbly Gum Woodland makes this community susceptible to *Phytophthora cinnamomi* (J. Sanders *in litt.* 2010). 'Clearing of native vegetation', 'High frequency fire resulting in the disruption of life cycle processes in plants and animals and loss of vegetation structure and composition', 'Invasion and establishment of exotic vines and scramblers', 'Invasion of native plant communities by exotic perennial grasses', 'Invasion by African Olive *Olea europaea* subsp. *cuspidata*', 'Anthropogenic climate change', 'Removal of dead wood and dead trees' and 'Infection of native plants by *Phytophthora cinnamomi*' are listed as Key Threatening Processes under the *Threatened Species Conservation Act 1995*.
12. Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion is not eligible to be listed as an Endangered or Critically Endangered Ecological Community.
13. Castlereagh Scribbly Gum Woodland in the Sydney Basin Bioregion is eligible to be listed as a Vulnerable Ecological Community as, in the opinion of the Scientific Committee, it is facing a high risk of extinction in New South Wales in the medium-term future, as determined in accordance with the following criteria as prescribed by the *Threatened Species Conservation Regulation 2010*:

**Clause 17 Reduction in geographic distribution of ecological community**

The ecological community has undergone, is observed, estimated, inferred or reasonably suspected to have undergone or is likely to undergo within a time span appropriate to the life cycle and habitat characteristics of its component species:

- (c) a moderate reduction in geographic distribution.

**Clause 18 Restricted geographic distribution of ecological community**

The ecological community's geographic distribution is estimated or inferred to be:

- (c) moderately restricted,

and the nature of its distribution makes it likely that the action of a threatening process could cause it to decline or degrade in extent or ecological function over a time span appropriate to the life cycle and habitat characteristics of the ecological community's component species.

**Clause 19 Reduction in ecological function of ecological community**

The ecological community has undergone, is observed, estimated, inferred or reasonably suspected to have undergone or is likely to undergo within a time span appropriate to the life cycle and habitat characteristics of its component species:

(c) a moderate reduction in ecological function

as indicated by any of the following:

(d) change in community structure

(e) change in species composition

(f) disruption of ecological processes

(g) invasion and establishment of exotic species

(h) degradation of habitat

(i) fragmentation of habitat.

Dr RICHARD MAJOR,  
Chairperson  
Scientific Committee

**References:**

- Benson DH. (1992) The natural vegetation of the Penrith 1:100 000 map sheet. *Cunninghamia* **2**, 541–596.
- James T. (1997) 'Native flora of western Sydney. Urban bushland biodiversity survey, technical report'. NSW National Parks & Wildlife Service, Hurstville.
- Keith DA, Orschesg C, Simpson CC, Clarke PJ, Hughes L, Kennelly SJ, Major RE, Soderquist TR, Wilson AL, Bedward M (2009) A new approach and case study for estimating extent and rates of habitat loss for ecological communities. *Biological Conservation* **142**, 1469-1479.
- NSW NPWS (1997) 'Native flora in western Sydney. Urban Bushland Biodiversity Survey Stage 1: western Sydney'. (NSW National Parks & Wildlife Service: Hurstville).
- NSW NPWS (2002) 'Native vegetation maps of the Cumberland Plain, western Sydney. Interpretation guidelines, final edition'. (NSW National Parks & Wildlife Service, Hurstville).
- Thackway R, Cresswell ID (1995) An interim biogeographic regionalisation for Australia: a framework for setting priorities in the National Reserve System Cooperative Program. (Version 4.0. ANCA: Canberra.)
- Tozer M. (2003) The native vegetation of the Cumberland Plain, western Sydney: systematic classification and field identification of communities. *Cunninghamia* **8**, 1-75.
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**OFFICIAL NOTICES****Appointments****STATE RECORDS ACT 1998**

## Appointment of Member

Board of the State Records Authority of New South Wales  
HER Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to section 69 of the State Records Act 1998, the re-appointment of Ms Robyn FOSTER as a member of the Board of the State Records Authority of New South Wales. The re-appointment is for a second term beginning 1 January 2011 until 31 December 2013.

Her Excellency the Governor, with the advice of the Executive Council gave approval of the nomination on 24 November 2010.

PAUL LYNCH, M.P.,  
Minister for Commerce

**WATER MANAGEMENT ACT 2000**

## Appointment

HER Excellency the Governor, with the advice of the Executive Council, and in pursuance of clauses 5 and 22 of Schedule 5 to the Water Management Act 2000 and clause 118A of the Water Management (Water Supply Authorities) Regulation 2004, appoint Mr Peter LLOYD, General Manager, Peak Gold Mines Pty Ltd, to the Cohar Water Board, for a period of 5 years from the date of the Governor's approval.

PHILLIP COSTA, M.P.,  
Minister for Water

## Department of Industry and Investment

### FISHERIES MANAGEMENT ACT 1994

#### Appointment of Members to Aboriginal Fishing Advisory Council

I, STEVE WHAN, M.P., Minister for Primary Industries, pursuant to section 229 of the Fisheries Management Act 1994 and Clauses 286(c) and 289(1) of the Fisheries Management (General) Regulation 2010, appoint the persons listed in Column 1 of the Schedule as members of the Aboriginal Fishing Advisory Council from the date of this appointment until the date specified opposite in Column 2 of the Schedule.

Dated this 27th day of October 2010.

STEVE WHAN, M.P.,  
Minister for Primary Industries

#### SCHEDULE

<i>Column 1 Name</i>	<i>Column 2 Expiry of Term</i>
Aaron TAYLOR.	30 September 2012.
Jennifer WILLIAMS.	30 September 2012.
Anthony WILLIAMS.	30 September 2012.
Chels MARSHALL.	30 September 2012.
Dean KELLY.	30 September 2012.
Associate Professor Stephan SCHNIERER.	30 September 2012.
Councillor Bev MANTON.	30 September 2012.
Richard KENNEDY.	30 September 2013.
Joseph FLICK.	30 September 2013.
Jason WILSON.	30 September 2013.
Eileen McLEAY.	30 September 2013.
Danny CHAPMAN.	30 September 2013.
Natalie ROTUMAH.	30 September 2013.
Peter TURNELL.	30 September 2013.

### MINERAL RESOURCES

#### COMMONWEALTH OF AUSTRALIA

#### OFFSHORE PETROLEUM AND GREENHOUSE GAS STORAGE ACT 2006

#### PROHIBITION OF ENTRY INTO A SAFETY ZONE – NEW SEACLEM-1 (PEP 11)

I, BRAD MULLARD, Executive Director, Mineral Resources, Industry & Investment NSW, pursuant to section 616 of the Offshore Petroleum and Greenhouse Gas Storage Act 2006, hereby prohibit all vessels other than vessels under the control of the registered holders of Petroleum Exploration Permit 11 (PEP 11) and vessels operated by authorised persons who

are exercising powers under section 615(1) of Division 1 of Part 6.6 of the above Act from entering or remaining in the area of the safety zone without the consent in writing from Industry & Investment NSW.

This safety zone:

- extends to a distance of 500 metres measured from each point of the outer edge of the drilling vessel known as Ocean Patriot
- is centred at or about the point of Latitude 32° 55' 50" S, Longitude 152° 22' 25" E

for a period to commence on 3 December 2010 and to expire on 15 January 2010.

Note: The above are GDA94 co-ordinates

Where an unauthorised vessel enters or remains in the safety zone specified in contravention of this instrument, the owner and the person in command or in charge of the vessel are each guilty of an offence against Section 616 of the Act and are punishable, upon conviction, by imprisonment for a term:

- not exceeding 15 years if the breach is determined as intentional.
- not exceeding 12.5 years if the breach is determined as recklessness.
- not exceeding 10 years if the breach is determined as negligence.
- not exceeding 5 years if the breach is determined as an offence of strict liability.

Dated: 1 December 2010.

BRAD MULLARD,  
Executive Director,  
Mineral Resources  
(designated authority)

NOTICE is given that the following applications have been received:

#### EXPLORATION LICENCE APPLICATIONS

(T10-0286)

No. 4130, BUNDARRA RESOURCES PTY LTD (ACN 147466966), area of 99 units, for Group 1, dated 24 November 2010. (Inverell Mining Division).

(T10-0287)

No. 4131, OXLEY EXPLORATION PTY LTD (ACN 137 511 141), area of 19 units, for Group 1, dated 26 November 2010. (Cobar Mining Division).

(T10-0288)

No. 4132, COLUMBINE RESOURCES PTY LTD (ACN 110 711 656), area of 100 units, for Group 1, dated 26 November 2010. (Orange Mining Division).

(T10-0289)

No. 4133, SILVER CITY MINERALS LIMITED (ACN 130 933 309), area of 50 units, for Group 1, dated 29 November 2010. (Broken Hill Mining Division).

STEVE WHAN, M.P.,  
Minister for Primary Industries

NOTICE is given that the following applications have been withdrawn:

### EXPLORATION LICENCE APPLICATIONS

(T10-0083)

No. 3952, AUSTRALIAN DOLOMITE COMPANY PTY LIMITED (ACN 000 810 551), County of Georgiana, Map Sheet (8730). Withdrawal took effect on 22 November 2010.

(T10-0084)

No. 3953, AUSTRALIAN DOLOMITE COMPANY PTY LIMITED (ACN 000 810 551), County of Wellington, Map Sheet (8731). Withdrawal took effect on 22 November 2010.

(T10-0188)

No. 4056, TELLUS RESOURCES LTD (ACN 144 733 595), County of Auckland, Map Sheet (8823). Withdrawal took effect on 25 November 2010.

(T10-0189)

No. 4057, TELLUS RESOURCES LTD (ACN 144 733 595), County of Auckland, Map Sheet (8823). Withdrawal took effect on 25 November 2010.

(T10-0190)

No. 4058, TELLUS RESOURCES LTD (ACN 144 733 595), County of Auckland, Map Sheet (8724, 8823, 8824). Withdrawal took effect on 25 November 2010.

(T10-0191)

No. 4059, TELLUS RESOURCES LTD (ACN 144 733 595), County of Auckland, Map Sheet (8824). Withdrawal took effect on 25 November 2010.

(T10-0192)

No. 4060, TELLUS RESOURCES LTD (ACN 144 733 595), County of Auckland and County of Dampier, Map Sheet (8724, 8824). Withdrawal took effect on 25 November 2010.

(T10-0193)

No. 4061, TELLUS RESOURCES LTD (ACN 144 733 595), County of Auckland and County of Dampier, Map Sheet (8824, 8825). Withdrawal took effect on 25 November 2010.

(T10-0203)

No. 4070, TELLUS RESOURCES LTD (ACN 144 733 595), County of Auckland and County of Dampier, Map Sheet (8724, 8824). Withdrawal took effect on 25 November 2010.

STEVE WHAN, M.P.,  
Minister for Primary Industries

### NON-INDIGENOUS ANIMALS ACT 1987

Authorisation as Authorised Officers

I, ANDREW COLIN SANGER, Director, Agricultural Compliance of the Department of Industry and Investment, pursuant to section 3 of the Non-Indigenous Animals Act 1987 ("the Act") and with the delegated authority of the Director-General of the Department of Industry and Investment pursuant to section 29A of the Act, hereby authorise the persons named in the Schedule as authorised officers and to exercise all of the functions of an authorised officer for the purposes of the Act and the regulations made under the Act.

Dated this 29th day of November 2010.

A. C. SANGER,  
Director,  
Agricultural Compliance,  
Department of Industry and Investment

### SCHEDULE

Elizabeth YEATMAN  
Genevieve Patricia LEONARD  
Ian Alexander GERRARD  
Michael Timothy CAGNACCI  
Wayne Bruce HAIGH  
James BOYCE  
Daryl Francis COOPER  
Graham KELLAWAY  
Wayne Stanley NORDEN  
Geoffrey PAYNE  
Christopher James WETHERALL  
Nathan CUTTER

### OCCUPATIONAL HEALTH AND SAFETY ACT 2000

Notice under Clause 107

Occupational Health and Safety Regulation 2001

Requirements for design registration of breathing apparatus to assist escape from the underground parts of the coal operation (including self-rescuers)

I, ROBERT REGAN, Chief Inspector under the Coal Mine Health and Safety Act 2002, pursuant to clause 107 of the Occupational Health and Safety Regulation 2001 (the Regulation), by this notice:

1. revoke the notice titled "Requirements for registration of breathing apparatus to assist escape from the underground parts of the coal operation (including self-rescuers)" published in *New South Wales Government Gazette* No. 185 at page 10475, dated 21 December 2007, and
2. specify the requirements set out in the Schedule below as the design and performance requirements that must be met prior to 'breathing apparatus to assist escape from the underground parts of the coal operation (including self-rescuers) used in underground mines at a coal workplace' (referred to in this notice as "breathing apparatus"), being design registered under Subdivision 1 of Division 3 of Part 5.2 of the Regulation.

Dated this 22nd day of November 2010.

ROBERT REGAN,  
Chief Inspector,  
Department of Industry and Investment  
(under delegation from Director-General)

### SCHEDULE

#### 1.0 Design and performance requirements

All breathing apparatus to assist escape from the underground parts of the coal operation (including self-rescuers) used in underground mines at a coal workplace must be designed and performance tested in accordance with MDG 3609 'Escape Breathing Apparatus for Underground Coal Mining Applications – October 2010'.

**2.0 Performance testing**

All performance testing, as specified in MDG 3609, must be carried out by:

- (a) the Department of Industry and Investment NSW Mine Safety Technology Centre at Thornton NSW, or
- (b) a laboratory or testing authority in Australia that is unrelated to the designer, manufacturer or supplier and is accredited for the specified test by the National Association of Testing Authorities Australia (NATA), or
- (c) a laboratory or testing authority acceptable to the Chief Inspector.

**3.0 Matters for assessment**

The following documents (or documents containing the following information) must be provided for assessment with the application under clause 107 of the Regulation for registration of plant design:

- (a) All performance testing certificates as stipulated in MDG 3609.
- (b) All drawings and documents to clearly identify the breathing apparatus including, but not limited to:
  - (i) A complete written description of the breathing apparatus, and
  - (ii) drawings and specifications showing full details of construction of the breathing apparatus and of the materials used.
- (c) Evidence the breathing apparatus will manufactured and be routinely performance tested, as specified in MDG 3609, in a recognised quality system which meets either of the following requirements:
  - (i) certified to comply with AS/NZS ISO 9001:2000 : Quality management system requirements, or
  - (ii) demonstrated as equivalent to AS/NZS ISO 9001:2000 : Quality management system requirements, every three years.

**STOCK FOODS ACT 1940**

Order

Authorisation of Inspector

I, RICHARD FREDERICK SHELDRAKE, Director-General of the Department of Industry and Investment, pursuant to section 20(1)(a) of the Stock Foods Act 1940 ("the Act"), authorise Katherine Allison GOULDING to be an inspector for the purposes of the Act.

Dated this 25th day of November 2010.

R. F. SHELDRAKE,  
Director-General,  
Department of Industry and Investment

# Land and Property Management Authority

## ARMIDALE OFFICE

108 Faulkner Street (PO Box 199A), Armidale NSW 2350

Phone: (02) 6770 3100 Fax (02) 6772 8782

### AUTHORISATION OF ADDITIONAL PURPOSE

IT is hereby notified pursuant to section 121A of the Crown Lands Act 1989, that the additional purpose specified in Column 1 of the Schedule hereunder, is applied to that part of the reserve specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

### SCHEDULE

*Column 1*  
Rural Services.

*Column 2*  
Reserve No.: 91647.  
Public Purpose: Future public requirements.  
Notified: 7 December 1979.  
Being an area of approximately 900 square metres located along northern boundary Lot 58, DP 755346. As shown by solid black colour on the diagram hereunder.  
Parish: Walcha.  
County: Parry.  
File No.: 10/19017.

### ESTABLISHMENT OF RESERVE TRUST AND APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST

- 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 as trustee of the reserve specified in Column 3 of the Schedule.
- 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 for that part of the reserve referred to in Column 3 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

### SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Tamworth Regional Council.	Niangala Rural Fire Service Reserve Trust.	Reserve No.: 91647. Public Purpose: Future public requirements. Being an area of approximately 900 square metres located on northern boundary Lot 58, DP 755346. As shown by solid black colour on the diagram hereunder. Notified: This day. File No.: 10/19017.



Note: This appointment acknowledges that the balance of Lot 58, DP 755346 remains held under Licence 203784 by Mr G. Galvin, i.e. excluding the part referred to in Column 3 of the Schedule.

**DUBBO OFFICE**  
**142 Brisbane Street (PO Box 865), Dubbo NSW 2830**  
**Phone: (02) 6883 3300 Fax: (02) 6882 6920**

**NOTIFICATION OF CLOSING OF ROADS**

IN pursuance of the provisions of the Roads Act 1993, the roads hereunder specified are closed and the lands comprised therein are freed and discharged from any rights of the public or any other person to the same as highways.

TONY KELLY, M.L.C.,  
 Minister for Lands

Description

*Local Government Area of Warrumbungle;  
 Land District of Coonabarabran*

Lot 1, DP 1158315, Parish of Morven, County of Napier (not being land under the Real Property Act).

File No.: 10/06066.

Note: On closing, the title for Lot 1 shall vest in the State of New South Wales as Crown Land.

Description

*Local Government Area of Mid-Western Regional;  
 Land District of Mudgee*

Lot 1, DP 1157929, Parish of Cooyal, County of Phillip (not being land under the Real Property Act).

File No.: 10/00521.

Note: On closing, the title for Lot 1 shall vest in the State of New South Wales as Crown Land.

Description

*Local Government Area of Cabonne;  
 Land District of Dubbo*

Lot 1, DP 1157931, Parish of Gullengambel, County of Gordon (not being land under the Real Property Act).

File No.: 10/00342.

Note: On closing, the title for Lot 1 shall vest in the State of New South Wales as Crown Land.

Description

*Local Government Area of Wellington;  
 Land District of Dubbo*

Lots 1 and 2, DP 1157930, Parish of Mitchell, County of Lincoln (not being land under the Real Property Act).

File No.: 10/00453.

Note: On closing, the titles for Lots 1 and 2 shall vest in the State of New South Wales as Crown Land.

**GRIFFITH OFFICE**  
**2nd Floor, Griffith City Plaza,**  
**120–130 Banna Avenue (PO Box 1030), Griffith NSW 2680**  
**Phone: (02) 6960 3600 Fax: (02) 6962 5670**

**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 Schedules 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 Schedules.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Lands Administration Ministerial Corporation.	Leeton Showground Trustees.	Dedication No.: 559040. Public Purpose: Public recreation and showground. Notified: 6 July 1934. File No.: LN87 R 7.

For a term commencing this day.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Lands Administration Ministerial Corporation.	Fivebough & Tuckerbil Wetlands (R1030008) Reserve Trust.	Reserve No.: 1030008. Public Purpose: Environmental protection and public recreation. Notified: This day. File No.: 10/16048.

For a term commencing the date of this notice.

**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.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Fivebough & Tuckerbil Wetlands (R1030008) Reserve Trust.	Reserve No.: 1030008. Public Purpose: Environmental protection and public recreation. Notified: This day. File No.: 10/16048.

**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.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Yanco. Local Government Area: Leeton Shire Council. Locality: Leeton. Lot 7303, DP No. 1159880#, Parish Willimbong, County Cooper. Lot 283, DP No. 751735, Parish Tuckerbil, County Cooper. Lot 139, DP No. 751735, Parish Tuckerbil, County Cooper. Lot 167, DP No. 751735, Parish Tuckerbil, County Cooper. Lot 166, DP No. 751735, Parish Tuckerbil, County Cooper. Lot 165, DP No. 751735, Parish Tuckerbil, County Cooper. Area: About 667.54 hectares. File No.: 10/16048.	Reserve No.: 1030008. Public Purpose: Environmental protection and public recreation.

Note: Crown Land known as the Tuckerbil and Fivebough Wetlands is included within this Reserve.

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

## MAITLAND OFFICE

Corner Newcastle Road and Banks Street (PO Box 6), East Maitland NSW 2323

Phone: (02) 4937 9306 Fax: (02) 4934 8417

## NOTIFICATION OF CLOSING OF PUBLIC 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. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

TONY KELLY, M.L.C.,  
Minister for Lands

## Description

*Parish – Arndell; County – Hunter;  
Land District – Muswellbrook; L.G.A. – Muswellbrook*

Road Closed: Lot 1, DP 1158324 (not being land under the Real Property Act).

File No.: 07/2350.

## Schedule

On closing, the land within Lot 1, DP 1158324 remains vested in the State of New South Wales as Crown Land.

## Description

*Parish – Darlington; County – Durham;  
Land District – Singleton; L.G.A. – Singleton*

Road Closed: Lots 1 and 2, DP 1155907 (not being land under the Real Property Act).

File No.: 08/2711.

## Schedule

On closing, the land within Lots 1 and 2, DP 1155907 remains vested in the State of New South Wales as Crown Land.

## 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 Schedules hereunder, are appointed for the terms of office specified, 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 Schedules.

TONY KELLY, M.L.C.,  
Minister for Lands

## SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Terrence PRESTON (new member), Michael BROMHEAD (new member), Ross PETERS (new member), John McDONALD (new member), Roslyn Anne SCOTT (re-appointment), Joseph Alfred HAYES (re-appointment), William Alfred PRITCHARD (re-appointment).	Pelican Memorial Park Trust.	Reserve No.: 72521. Public Purpose: Public recreation. Notified: 21 November 1947. File No.: MD83 R 36.

## Term of Office

For a term commencing the date of this notice and expiring 25 November 2015.

## SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
John TWINER (new member).	Patonga Public Hall and Bush Fire Brigade Trust.	Reserve No.: 88567. Public Purpose: Public hall and bush fire brigade purposes. Notified: 21 April 1972. File No.: MD80 R 42-002.

## Term of Office

For a term commencing the date of this notice and expiring 2 October 2013.

**MOREE OFFICE**  
**Frome Street (PO Box 388), Moree NSW 2400**  
**Phone: (02) 6752 5055 Fax: (02) 6752 1707**

**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, 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.

TONY KELLY, M.L.C.,  
 Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
The person for the time being holding the office of General Manager, North West Livestock Health and Pest Authority (ex-officio member). The person for the time being holding the office of Nominated Representative, Moree Plains Shire Council (ex-officio member). Peter Weston THOMPSON (re-appointment), Reg HAINES (new member), Reg McGRADY (new member), Matthew PRIESTLY (new member), Russell WHITTON (re-appointment), Madeline Rose McGRADY (new member), Carl McGRADY (new member).	Boobera Lagoon (R1009930) Reserve Trust.	Reserve No.: 1009930. Public Purpose: Environmental protection, heritage purposes and public recreation. Notified: 12 March 2004. File No.: ME03 R 8.

Term of Office

For a term commencing 12 March 2009 and expiring 11 March 2014.

**NEWCASTLE OFFICE**  
**437 Hunter Street, Newcastle NSW 2300 (PO Box 2185, Dangar NSW 2309**  
**Phone: (02) 4920 5000 Fax: (02) 4925 3489**

**NOTICE OF PUBLIC PURPOSE PURSUANT TO  
SECTION 34A (2) (B) OF THE CROWN LANDS ACT  
1989**

PURSUANT to section 34A(2)(b) of the Crown Lands Act 1989, the Crown reserve specified in Column 1 of the Schedule is to be occupied for the additional purpose specified in Column 2 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

\_\_\_\_\_  
SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Reserve No.: 1011188. Public Purpose: Environmental protection, heritage purposes, public recreation and rural services. Notified: 16 December 2005. Locality: Barigan.	Communication facilities.

**NOWRA OFFICE****5 O'Keefe Avenue (PO Box 309), Nowra NSW 2541****Phone: (02) 4428 9100 Fax: (02) 4421 2172****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.

TONY KELLY, M.L.C.,  
Minister for Lands

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Land District: Bega. Local Government Area: Bega Valley Shire Council. Locality: Bega being the Crown Land depicted on the plan of R1012388 held by the Land & Property Management Authority, Nowra. Reserve No.: 1012388. Public Purpose: Access and public requirements, rural services, tourism purposes and environmental and heritage conservation. Notified: 15 September 2006. File Nos: NA06 R 19 and NA00 H 228.	The part being Lot 164, DP No. 42847, Parish Eden, County Auckland, of an area of 2113 square metres.

Note: It is intended to sell the land to the current Lessee.

**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 public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

TONY KELLY, M.L.C.,  
Minister for Lands

**Description**

*Parish – Mulloon; County – Murray;  
Land District – Braidwood;  
Local Government Area – Palerang*

Road Closed: Lot 1, DP 1159160 at Warri.

File No.: GB05 H 492.

**Schedule**

On closing, the land within Lot 1, DP 1159160 remains vested in the State of New South Wales as Crown Land.

**Description**

*Parish – Bullanamang; County – Beresford;  
Land District – Cooma;*

*Local Government Area – Cooma-Monaro*

Road Closed: Lots 1-2, DP 1158893 at Bredbo.

File No.: GB05 H 383.

**Schedule**

On closing, the land within Lots 1-2, DP 1158893 remains vested in the State of New South Wales as Crown Land.

**Description**

*Parishes – Turrallo and Upper Tarlo; County – Argyle;  
Land Districts – Goulburn and Crookwell;*

*Local Government Area – Upper Lachlan Shire*

Road Closed: Lots 2-6, DP 1158895 at Middle Arm and Roslyn.

File Nos: 10/06512, 10/06511 and GB05 H 677.

**Schedule**

On closing, the land within Lots 2-6, DP 1158895 remains vested in the State of New South Wales as Crown Land.

**Description**

*Parish – Bronte; County – Auckland;  
Land District – Bega;*

*Local Government Area – Bega Valley*

Road Closed: Lots 2-3, DP 1159191 at Brogo.

File Nos: 09/17849 and 08/1828.

**Schedule**

On closing, the land within Lots 2-3, DP 1159191 remains vested in the State of New South Wales as Crown Land.

**Description**

*Parish – Gnupa; County – Auckland;  
Land District – Bega;*

*Local Government Area – Bega Valley*

Road Closed: Lot 1, DP 1158987 at Lochiel.

File No.: 10/04777.

**Schedule**

On closing, the land within Lot 3, DP 1158987 remains vested in the State of New South Wales as Crown Land.

**Description**

*Parish – Bookham; County – Harden;  
Land District – Boorowa;*

*Local Government Area – Yass Valley*

Road Closed: Lots 11-16, DP 1158148 at Bookham.

File Nos: 10/00077 and 10/00074.

**Schedule**

On closing, the land within Lots 11-16, DP 1158148 remains vested in the State of New South Wales as Crown Land.

**ORANGE OFFICE**  
**92 Kite Street (PO Box 2146), Orange NSW 2800**  
**Phone: (02) 6391 4300 Fax: (02) 6362 3896**

**ROADS ACT 1993****ORDER**

Transfer of Crown Road to Council

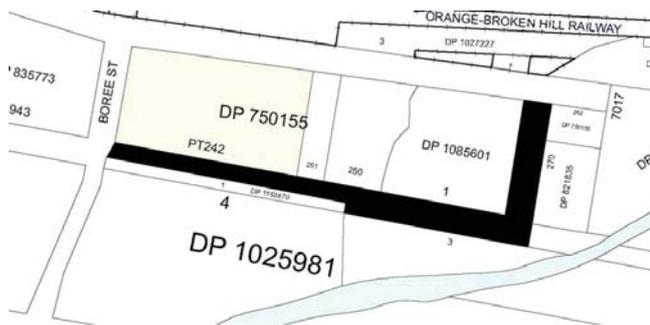
IN pursuance of the provisions of section 151, Roads Act 1993, the Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public roads.

TONY KELLY, M.L.C.,  
Minister for Lands

**SCHEDULE 1**

*Parish – Dulladerry; County – Ashburnham;  
Land District – Molong*

Part Carlisle and Derowie Streets, Manildra, being described as south Lots 242, 251 and 250, DP 750155; south and east Lot 1, DP 1085601.

**SCHEDULE 2**

Roads Authority: Cabonne Council.

LPMA File: 09/10914.

Council Reference: MD:bie:148694.

**REVOCATION OF APPOINTMENT OF RESERVE TRUST**

PURSUANT to section 92(3)(c) of the Crown Lands Act 1989, the appointment of the reserve trust specified in Column 1 of the Schedule hereunder, as trustee of the reserve(s), or part(s) of the reserve(s), specified opposite thereto in Column 2 of the Schedule, is revoked.

TONY KELLY, M.L.C.,  
Minister for Lands

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Cowra Shire Trust.	Reserve No.: 80696. Public Purpose: Rubbish depot and night soil depot. Notified: 23 May 1958. File No.: 10/14989.

**ADDITION TO RESERVED CROWN LAND**

PURSUANT to section 88 of the Crown Lands Act 1989, the Crown Land specified in Column 1 of the Schedule hereunder, is added to the reserved land specified opposite thereto in Column 2 of the Schedule.

TONY KELLY, M.L.C.,  
Minister for Lands

**SCHEDULE**

<i>Column 1</i>	<i>Column 2</i>
Land District: Cowra. Local Government Area: Cowra Shire Council. Locality: Cowra. Lot 7303, DP No. 1149221, Parish Cowra, County Bathurst. Lot 277, DP No. 750377, Parish Cowra, County Bathurst. Lot 275, DP No. 750377, Parish Cowra, County Bathurst. Area: 10.8 hectares. File No.: 10/14989.	Reserve No.: 84154. Public Purpose: Public recreation. Notified: 25 January 1963. Lot 7016, DP No. 93233#, Parish Cowra, County Bathurst. Lot 7304, DP No. 1149221, Parish Cowra, County Bathurst. Lot 7015, DP No. 93241, Parish Cowra, County Bathurst. Lot 7014, DP No. 93241, Parish Cowra, County Bathurst. Lot 7028, DP No. 93236, Parish Cowra, County Bathurst. Lot 257, DP No. 750377, Parish Cowra, County Bathurst. Lot 98, DP No. 750377, Parish Cowra, County Bathurst. New Area: 77.88 hectares.

Note: R.80696 for night soil depot and rubbish depot, notified 23rd May 1958; R.86211 for public pound purposes, notified 17th March 1967 and R.86903 for pound, notified 11th October 1968, are hereby revoked.

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

**ROADS ACT 1993****ORDER**

Transfer of Crown Road to Council

IN pursuance of the provisions of section 151, Roads Act 1993, the Crown public roads specified in Schedule 1 are transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date, the roads specified in Schedule 1 cease to be Crown public roads.

TONY KELLY, M.L.C.,  
Minister for Lands

## SCHEDULE 1

*Parish – Dulladerry; County – Ashburnham;  
Land District – Molong*

Carlisle Street (between Windeyer Street and Boree Streets); Windeyer Street (south Henry Parkes Way to, and including, intersection with Carlisle Street; from the intersection with Cudal Street to the intersection with Loftus Street); Cawarra Street (between Kiewa and Loftus Streets); Cudal Street (between Windeyer and Boree Streets); Loftus Street (between Windeyer and Boree Streets); Forbes Street (between Windeyer and Loftus Streets); Molong Street (between Whitton and Boree Streets); Toogong Street (between Boree and Windeyer Streets [20m width only at northernmost end meeting Windeyer Street; variable width intersecting with Boree and Loftus Streets]); Orange Street (between Parkes and Windeyer Streets [20 m width only at northernmost end meeting Windeyer Street]); George Street (between Parkes and Derowie Streets); Mandagery Street/ Derowie Street (between Parkes and Loftus Streets).



## SCHEDULE 2

Roads Authority: Cabonne Council.

LPMA File: 10/16839.

Council Reference: 203416.

**SYDNEY METROPOLITAN OFFICE**  
**Level 12, Macquarie Tower, 10 Valentine Avenue, Parramatta 2150**  
**(PO Box 3935, Parramatta NSW 2124)**  
**Phone: (02) 8836 5300      Fax: (02) 8836 5365**

**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 public road and the rights of passage and access that previously existed in relation to the road are extinguished. Upon closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

TONY KELLY, M.L.C.,  
Minister for Lands

Description

*Parishes – Yeraí and Yarran; County – Bland;  
Land District – Young; Local Government Area – Young*

Road Closed: Lot 1, DP 1157875 at Weedallion and Milvale (not being land under the Real Property Act).

File No.: GB05 H 104.

Schedule

On closing, the title for the land in Lot 1, DP 1157875 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Yalbraith; County – Georgiana;  
Land District – Crookwell;  
Local Government Area – Upper Lachlan*

Road Closed: Lot 1, DP 1155761 at Curraweela (not being land under the Real Property Act).

File No.: GB05 H 255.

Schedule

On closing, the title for the land in Lot 1, DP 1155761 remains vested in the State of New South Wales as Crown Land.

**TAMWORTH OFFICE**

**25-27 Fitzroy Street (PO Box 535), Tamworth NSW 2340**

**Phone: (02) 6764 5100 Fax: (02) 6766 3805**

**NOTIFICATION OF CLOSING OF A ROAD**

IN pursuance to the provisions of the Roads Act 1993, the road hereunder specified 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.

TONY KELLY, M.L.C.,  
Minister for Lands

Description

*Locality – Breeza; Land District – Gunnedah;  
L.G.A. – Gunnedah*

Road Closed: Lot 1 in Deposited Plan 1158321, Parish Mooki, County Buckland.

File No.: TH06 H 172.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

Description

*Locality – Moore Creek; Land District – Tamworth;  
L.G.A. – Tamworth Regional*

Road Closed: Lot 1 in Deposited Plan 1157792, Parish Woolomol, County Inglis.

File No.: 07/0682.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

Description

*Locality – Spring Ridge; Land District – Quirindi;  
L.G.A. – Liverpool Plains*

Road Closed: Lot 1 in DP 1158636, Parish Rodd, County Pottinger.

File No.: 07/1599.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

Description

*Locality – Marys Mount; Land District – Gunnedah;  
L.G.A. – Gunnedah*

Road Closed: Lot 1 in DP 1158638, Parish Benelabri, County Pottinger.

File No.: 09/05165.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

Description

*Locality – Coomoo Coomoo; Land District – Quirindi;  
L.G.A. – Liverpool Plains*

Road Closed: Lot 1 in Deposited Plan 1158649, Parishes Coomoo Coomoo and Pringle, County Pottinger.

File No.: 07/5742.

Note: On closing, title to the land comprised in Lot 1 will remain vested in the State of New South Wales as Crown Land.

Description

*Localities – Willow Tree and Quirindi;  
Land District – Quirindi; L.G.A. – Liverpool Plains*

Road Closed: Lots 1-5 in DP 1153276, Parish Warrah, County Buckland.

File No.: 07/1122.

Note: On closing, title to the land comprised in Lots 1-5 will remain vested in the State of New South Wales as Crown Land.

**TAREE OFFICE**  
**98 Victoria Street (PO Box 440), Taree NSW 2430**  
**Phone: (02) 6591 3500      Fax: (02) 6552 2816**

**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.

TONY KELLY, M.L.C.,  
Minister for Lands

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Many Rivers Regional Housing Management Services Aboriginal Corporation.	Hat Head Aboriginal Homes Reserve Trust.	Reserve No.: 210103. Public Purpose: Accommodation. Notified: 1 March 1996. File No.: TE96 R 1.

For a term commencing 3 December 2010 and expiring 20 December 2013.

**WAGGA WAGGA OFFICE****Corner Johnston and Tarcutta Streets (PO Box 60), Wagga Wagga NSW 2650****Phone: (02) 6937 2700 Fax: (02) 6921 1851****NOTIFICATION OF CLOSING OF A ROAD**

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

TONY KELLY, M.L.C.,  
Minister for Lands

\_\_\_\_\_  
Description

*Parish – South Gundagai; County – Wynyard;  
Land District – Gundagai; Shire – Gundagai*

Lot 1 in DP 1103675 at South Gundagai.

File No.: WA05 H 53.

Note: On closing, the land within Lot 1 in DP 1103675 remains vested in the State of New South Wales as Crown Land.

# Roads and Traffic Authority

## ROAD TRANSPORT (GENERAL) ACT 2005

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

NARRANDERA SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which Road Train Vehicles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 25 November 2010.

MARK AMIRTHARAJAH,  
General Manager,  
Narrandera Shire Council  
(by delegation from the Minister for Roads)

### SCHEDULE

**1. Citation**

This Notice may be cited as Narrandera Shire Council Notice No. 2/2010.

**2. Commencement**

This Notice takes effect on the date of publication in the *New South Wales Government Gazette*.

**3. Effect**

This Notice remains in force until 30th September 2015 unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those Road Train vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

**5. Routes**

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
RT.	River Street, Narrandera.	MR80 Irrigation Way, Narrandera.	End of bitumen, approx 1.5km north of MR80 Irrigation Way.

**ROAD TRANSPORT (GENERAL) ACT 2005**

Notice under the Roads Transport (Mass, Loading and Access) Regulation 2005

I, MICHAEL BUSHBY, Chief Executive of the Roads and Traffic Authority, in pursuance of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

MICHAEL BUSHBY,  
Chief Executive,  
Roads and Traffic Authority

**SCHEDULE****1. Citation**

This Notice may be cited as the Roads and Traffic Authority B-Double Notice No. 35/2010.

**2. Commencement**

This Notice takes effect from 29 November 2010.

**3. Effect**

This Notice remains in force until 7 December 2010.

**4. Application**

This Notice applies to those B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

**5. Routes**

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
25.	Australia Avenue, Sydney Olympic Park.	Homebush Bay Drive.	Kevin Coombs Avenue.
25.	Sarah Durack Avenue.	Olympic Boulevarde.	Australia Avenue.
25.	Olympic Boulevarde.	Sarah Durack Avenue.	Kevin Coombs Avenue.
25.	Herb Elliott Avenue.	Olympic Boulevarde.	Showground Road.
25.	Showground Road.	Herb Elliott Avenue.	Murray Rose Avenue.
25.	Park Street.	Murray Rose Avenue.	Herb Elliott Avenue.
25.	Murray Rose Avenue.	Showground Road.	Park Street.
25.	Bennelong Parkway.	Australia Avenue.	Marjorie Jackson Parkway.
25.	Marjorie Jackson Parkway.	Bennelong Parkway.	Kevin Coombs Avenue.
25.	Kevin Coombs Avenue.	Marjorie Jackson Parkway.	Olympic Boulevarde.

**ROAD TRANSPORT (GENERAL) ACT 2005**

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

GREAT LAKES COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 25 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 29 November 2010.

GLENN HANDFORD,  
General Manager,  
Great Lakes Council  
(by delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as Great Lakes Council 25 Metre B-Double Route Notice No. 1/2010.

**2. Commencement**

This Notice takes effect on the date of gazettal.

**3. Effect**

This Notice remains in force until 1st September 2015 unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those 25 metre B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

**5. Routes**

<i>Type</i>	<i>Road Name</i>	<i>Start Point</i>	<i>Finish Point</i>	<i>Conditions</i>
25.	Dibbs Street, Napiac.	Pacific Highway (HW10).	Abbott Street.	Left turn only permitted for B-Double vehicles exiting Dibbs Street onto Pacific Highway.
25.	Abbott Street, Napiac.	Dibbs Street.	Robertson Street.	
25.	Robertson Street, Napiac.	Abbott Street.	Clarkson Street.	
25.	Clarkson Street, Napiac.	Robertson Street.	Entrance to Great Lakes Iceworks.	

**ROAD TRANSPORT (GENERAL) ACT 2005**

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

GLOUCESTER COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 19metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 25 November 2010.

ALAN YOUNG,  
General Manager,  
Gloucester Council  
(by delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as Gloucester Council 19 metre B-Double Route Notice No. 1/2010.

**2. Commencement**

This Notice takes effect on the date of gazettal.

**3. Effect**

This Notice remains in force until 1st September 2015 unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those 19 metre B-Double vehicles which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

**5. Routes**

<i>Type</i>	<i>Road Name</i>	<i>Start Point</i>	<i>Finish Point</i>
19.	Boundary Street, Gloucester.	The Bucketts Way (MR90).	Thunderbolts Way (RR7719).

**ROAD TRANSPORT (GENERAL) ACT 2005**

Notice under Clause 20 of the Road Transport (Mass, Loading and Access) Regulation 2005

WOLLONDILLY SHIRE COUNCIL, in pursuance of Division 4 of Part 2 of the Road Transport (Mass, Loading, Access) Regulation 2005, by this Notice, specify the routes and areas on or in which 19 metre B-Doubles may be used subject to any requirements or conditions set out in the Schedule.

Dated: 26 November 2010.

LES McMAHON,  
General Manager,  
Wollondilly Shire Council  
(by delegation from the Minister for Roads)

**SCHEDULE****1. Citation**

This Notice may be cited as Wollondilly Shire Council 19 Metre B-Double Route Notice No. 1/2010.

**2. Commencement**

This Notice takes effect on the date of gazettal.

**3. Effect**

This Notice remains in force until 1st September 2015 unless it is amended or repealed earlier.

**4. Application**

This Notice applies to those 19 metre B-Double vehicles where gross weight exceeds 50 tonnes which comply with Schedule 1 of the Road Transport (Mass, Loading and Access) Regulation 2005 and Schedule 2 of the Road Transport (Vehicle Registration) Regulation 2007.

**5. Routes**

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
19m.		Farnsworth Avenue, Warragamba.	MR7640 Silverdale Road.	Production Avenue.
19m.		Production Avenue, Warragamba.	Farnsworth Avenue.	Warradale Road (18 Production Avenue).
19m.		Douglas Park Drive, Wilton.	MR610 Wilton Road.	No 90 Douglas Park Road, Wilton.
19m.	610.	Wilton Road, Wilton.	MR610 MacArthur Drive.	Douglas Park Drive.
19m.	610.	MacArthur Drive, Wilton.	MR95 Picton Road.	MR610 Wilton Road.

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at Ocean  
Shores 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 interest in 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, Compulsory Acquisition & Road Dedication  
Roads and Traffic Authority of New South Wales

**SCHEDULE**

An easement in gross for rock anchors as described in Memorandum 2139814 recorded at Land and Property Management Authority over the land described below.

**Land Burdened**

The site designated [B] on Deposited Plan 1134821, and described thereon as “proposed easement for rock anchors variable width” and limited in height and unlimited in depth as shown on Deposited Plan 1134821, being part of the land in Certificate of Title 22/1016168 and said to be in possession of Katherine Anne Toka (registered proprietor) and Commonwealth Bank of Australia (mortgagee); and

The site designated [C] on Deposited Plan 1134821, and described thereon as “proposed easement for rock anchors variable width” and limited in height and unlimited in depth as shown on Deposited Plan 1134821, being part of the land in Certificate of Title 19/1016168 said to be in the possession of Edward Ranson Batchelor and Pamela Christine Batchelor (registered proprietors) and HSBC Bank Australia Limited (mortgagee).

(RTA Papers: 10M805)

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition of Land at  
Knockrow in the Ballina 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, Compulsory Acquisition & Road Dedication  
Roads and Traffic Authority of New South Wales

**SCHEDULE**

ALL that piece or parcel of land situated in the Ballina Shire Council area, Parish of Newrybar and County of Rous, shown as Lot 8 Deposited Plan 1153559, being part of the land in Certificate of Title 3/1017724 and said to be in the possession of John Nicholas Gregor (registered proprietor), Janet Gaye Gregor (caveator), Westpac Banking Corporation (mortgagee), Cynthia Quayle (tenant) and an occupant, excluding any existing easements from the compulsory acquisition of the said Lot 8.

(RTA Papers: 10M1995)

**ROADS ACT 1993****Order - Section 31**

Fixing of Levels of part of the Kamilaroi Highway West of Brewarrina in the Bourke Shire Council area

The Roads and Traffic Authority of New South Wales, by this Order under section 31 of the Roads Act 1993, fixes the levels of part of State Highway No 29 – Kamilaroi Highway between 54.31 km to 55.47 km west of Brewarrina, as shown on Roads and Traffic Authority Plans No 0029.109.RC.0002.

Jeffrey Hall  
Project Services Manager  
Roads and Traffic Authority of New South Wales  
51 – 55 Currajong Street Parkes NSW 2870

(RTA Papers: 109.5357; RO 29/109.1154)

**ROADS ACT 1993****LAND ACQUISITION (JUST TERMS  
COMPENSATION) ACT 1991**

Notice of Compulsory Acquisition and Dedication as  
Public Road of Land at Hillgrove in the Armidale  
Dumeresq 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, Compulsory Acquisition & Road Dedication  
Roads and Traffic Authority of New South Wales

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**SCHEDULE**

ALL those pieces or parcels of Crown land situated in  
the Armidale Dumeresq Council area, Parish of  
Hargrave and County of Sandon, shown as Lots 11, 12  
and 13 Deposited Plan 1151854, being parts of Reserve  
No 566 for Travelling Stock notified in the Government  
Gazette of 22 February 1878 on page 857.

(RTA Papers: 10M2571; RO 9.176)

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## Office of Water

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### WATER ACT 1912

AN application for a licence under section 10 of Part 2 of the Water Act 1912, as amended, has been received as follows:

BLUE MOUNTAINS CITY COUNCIL for a 150mm diversion pipe on an unnamed watercourse (stormwater drain – 1st order watercourse) on Lot 23, DP 5509, Parish Megalong, County of Cook, for water supply for industrial purposes (toilet flushing), volume 4.0 megalitres (not subject to the amended 2003 Hawkesbury/Nepean Embargo) (Reference: 10SL056954) (GA1813388).

Any inquiries should be directed to (02) 4729 8122.

Written objections, from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 3720, Parramatta NSW 2124, within 28 days of this publication.

JOHN GALEA,  
Licensing Officer

## Other Notices

### APPRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given that the Commissioner for Vocational Training has made a Vocational Training Order for the recognised traineeship vocation of Holiday Parks and Resorts under Section 6 of the Apprenticeship and Traineeship Act 2001.

The Order specifies a number of matters relating to the required training for this vocation, including the term/s of traineeship, probationary period/s, and course/s of study to be undertaken.

The Order will take effect from the date of publication in the NSW Government Gazette.

A copy of the Order may be inspected at any State Training Services Regional Office of the Department of Education and Training or on the Internet at [https://www.training.nsw.gov.au/cib\\_vto/cibs/cib\\_486.html](https://www.training.nsw.gov.au/cib_vto/cibs/cib_486.html)

### ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of incorporation pursuant to section 72

TAKE NOTICE that the incorporation of the following associations is cancelled by this notice pursuant to section 72 of the Associations Incorporation Act, 2009.

Cancellation is effective as at the date of gazettal.

- Inc9892100 Kulnura Hall, Courts & Oval Fundraising Group Incorporated
- Inc9887482 Lake Wallace Rowing Club Incorporated
- Y0078828 Earlwood Senior Citizens Centre Inc
- Inc9893511 Trinity Pre-School Incorporated
- Inc9892724 Australia Oriental Dancer Association Incorporated
- Inc9894231 Climate Action Central Coast Incorporated

Dated 30th day of November 2010.

ROBYNE LUNNEY,  
A/Manager Financial Analysis  
Registry of Co-operatives & Associations  
Office of Fair Trading  
Department of Services, Technology & Administration

### ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of cancelled association pursuant to section 84

THE incorporation of CHINESE STUDENTS ASSOCIATION INCORPORATED (INC9883031) cancelled on 15 October 2010 is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated 1st day of December 2010.

ROBYNE LUNNEY,  
A/Manager, Financial Analysis Branch  
Registry of Co-operatives & Associations  
NSW Fair Trading

### CHARITABLE TRUSTS ACT 1993

Order under Section 12

Cy-Pres Scheme relating to the will of the late  
Thomas Moore

SECTION 9(1) of the Charitable Trusts Act 1993 permits the application of property cy-pres where the spirit of the original trust can no longer be implemented.

Thomas Moore wrote a will in February 1839. The application at issue concerns only the outstanding residue of the estate. The will divided the residuary of the estate into four parts, all for purposes relating to the Uniting Church of England and Ireland, the successor of which is now the Anglican Church of Australia.

The Trustees of the Estate of Thomas Moore applied to the Attorney General for a cy pres scheme for the future distribution of the trust funds, subject to two additional variations proposed by the Trustees. The Trustees claim that, over time, the real value of the corpus of the estate has diminished in size and no longer provides sufficient income to meet the charitable purposes set out in the will. The financial records provided by the Trustees support this conclusion. The scheme proposed by the Trustees will allow the corpus of the trust to be distributed in substantially the same manner as is currently provided for the distribution of income from its investment.

One of the variations sought concerns the part of the will providing an annual sum for the maintenance of widows of clergymen, and seeks to remove the requirement that the widows must live 'chastely and unmarried'. The other amendment would remove certain monetary limits on support for widows and necessitous persons which, due to inflation, allow only very modest amounts to be paid to each individual recipient.

The major societal changes in NSW since 1839, and the effects of inflation, support the view that these original conditions have ceased to provide a suitable and effective method of using the trust property.

I have formed a view that the gifts in the will of the late Thomas Moore constitute gifts for charitable purposes.

I have approved a recommendation that the Attorney General establish a cy-pres scheme pursuant to section 12 of the Charitable Trusts Act 1993 so as to vary the original trust. Pursuant to that section, I hereby order that the corpus comprising the trust is to be distributed in substantially the same manner as is currently provided for the distribution of income from its investment, subject to the two variations sought by the Trustees.

This Order will take effect 21 days after its publication in the Government Gazette, in accordance with section 16(2) of the Charitable Trusts Act 1993.

Date of Order: 24 November 2010.

MG SEXTON, SC,  
Solicitor General  
(Under delegation from the Attorney General)

**CO-OPERATIVES ACT 1992**

Notice under Section 601AA of the Corporations Act 2001 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.

INVERELL BIOLOGICAL CO-OPERATIVE LIMITED.

Dated this 29th day of November 2010.

C. GOWLAND,  
Delegate of the Registrar of Co-operatives

**CORPORATIONS ACT 2001**

Notice under section 601AC of the Corporations Act 2001 as applied by section 64 of the Associations Incorporation Act 2009

NOTICE is hereby given that the Incorporated Association mentioned below will be deregistered when three months have passed since the publication of this notice.

SOUTHERN CROSS UNIVERSITY - LISMORE  
CAMPUS, STUDENT REPRESENTATIVE  
COUNCIL INCORPORATED (IN LIQUIDATION)  
Y0530402

Dated this twenty sixth day of November 2010.

C. GOWLAND,  
Delegate of the Registrar of Co-Operatives

**CRIMINAL PROCEDURE REGULATION 2010****ORDER**

I, JOHN HATZISTERGOS MLC, Attorney General, pursuant to clause 57 of the Criminal Procedure Regulation 2010, declare the Local Court sitting at Newcastle, Toronto, Belmont, Gosford, Wyong and Woy Woy to be, from 3 December 2010, places for the Forum Sentencing Intervention Program, established under Part 7 of that Regulation.

JOHN HATZISTERGOS, M.L.C.,  
Attorney General

**ELECTRICITY SUPPLY ACT 1995**

Notice of cancellation of Licence

I, PAUL LYNCH MP, MINISTER FOR ENERGY, pursuant to clause 8, Schedule 2 of the Electricity Supply Act 1995, hereby give notice that the retail supplier's licence held by Jackgreen (International) Pty Limited has been cancelled.

Dated: 30 November, 2010.

PAUL LYNCH, M.P.,  
Minister for Energy

**GEOGRAPHICAL NAMES ACT 1966**

Notice to Amend Address Locality Boundaries within the Bathurst Regional Local Government Area

PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it has this day amended address locality boundaries in the Bathurst Regional Local Government Area as shown on map GNB 5015-2.

The position and extent of these features are shown in the Geographical Names Register of New South Wales which can be viewed on the Geographical Names Board's internet site at [www.gnb@nsw.gov.au](http://www.gnb@nsw.gov.au).

WARWICK WATKINS, AM,  
Chairperson

Geographical Names Board,  
PO Box 143, Bathurst NSW 2795.

**INCORPORATION OF PARENTS AND CITIZENS ASSOCIATIONS**

THE following association is hereby incorporated under the Parents and Citizens Associations Incorporation Act 1976.

1. Kangaloon Public School

VERITY FIRTH, M.P.,  
Minister for Education and Training

**NATIONAL PARKS AND WILDLIFE ACT, 1974**

Notice of Reservation of Land

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, reserve the land described in the Schedule below under the provisions of Section 30A(1) of the National Parks and Wildlife Act, 1974.

Signed and sealed at Sydney this 24th day of November, 2010.

MARIE BASHIR,  
Governor

By Her Excellency's Command,

FRANK SARTOR, M.P.,  
Minister for Climate Change  
and the Environment

GOD SAVE THE QUEEN

**SCHEDULE**

*Land District – Balranald South;  
LGA – Balranald & Wakool*

Murrumbidgee Valley National Park

County Caira, Parishes Talpee, Benongal & Mamanga, about 3,443 hectares, being lots 4 & 5 DP1124489, lot 8 DP134981, lots 1, 2 & 3 DP1122923, lot 1 DP1122737, lots 1, 2 & 3 DP1109149 and that part of the bed of Talpee Creek separating lot 3 DP1109149 from lot 6 DP1089107 & lot 3 DP661336.

Murrumbidgee Valley State Conservation Area

County Caira, Parishes Impimi & Lintot, 689.1 hectares, being lot 23 DP727956, lot 2 DP727949, lot 11 DP727956, lots 22, 23 & 24 DP134424 and lot 5 DP135198; exclusive of Public Roads: Papers; DECCW04/07859.

**NATIONAL PARKS AND WILDLIFE ACT 1974**

## TABLE

	<i>Deposited Plan</i>	<i>Lot</i>
Currys Gap State Conservation Area and Mount Mackenzie and Doctors Nose Mountain Nature Reserves	4065	53
	4065	54
Bluff River and Bolivia Hill Nature Reserves	4065	55
Draft Plans of Management	4065	59
	4065	60
DRAFT plans of management for the above reserves have been prepared and are available free of charge from the NPWS offices at 10 Miles Street, Tenterfield (ph 6736 4298), 68 Church Street, Glen Innes (ph 6739 0700), and 87 Faulkner St Armidale (ph 6776 0000). The plan is also on the website: www.environment.nsw.gov.au.	4065	61
	4065	62
	4065	63
	15857	1
	15857	2
	15857	3
	15857	4
	15857	5
	15857	6
	15857	7
	15857	8
	15857	9
	15857	10
	15857	11
	15857	12
	15857	13
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	15857	53
	15857	54
	15857	55
	15857	56

**NATIONAL PARKS AND WILDLIFE ACT, 1974**

## Notice of reservation of a State Conservation Area

I, Professor Marie Bashir AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, reserve the lands described in the Schedule below, as part of Tuggerah State Conservation Area, under the provisions of Section 30A(1) of the National Parks and Wildlife Act, 1974.

Signed and sealed at Sydney this 24th day of November, 2010.

MARIE BASHIR,  
Governor

By Her Excellency's Command,

FRANK SARTOR, M.P.,  
Minister for Climate Change  
and the Environment

GOD SAVE THE QUEEN

—————  
SCHEDULE

*Land District – Gosford;*  
*LGA – Wyong*

County Northumberland, Parish Tuggerah, at Clearwater Estate, about 65 hectares, being the lots described in the following table, (papers: FIL05/21662).

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<i>Deposited Plan</i>	<i>Lot</i>	<i>Deposited Plan</i>	<i>Lot</i>
15857	57	15857	123
15857	58	15857	124
15857	59	15857	125
15857	60	15857	126
15857	61	15857	127
15857	62	15857	128
15857	63	15857	129
15857	64	15857	130
15857	65	15857	131
15857	66	15857	132
15857	67	15857	133
15857	68	15857	134
15857	69	15857	135
15857	70	15857	136
15857	71	15857	137
15857	72	15857	138
15857	73	15857	139
15857	74	15857	140
15857	75	15857	141
15857	76	15857	142
15857	77	15857	143
15857	78	15857	144
15857	79	15857	145
15857	80	15857	146
15857	81	15857	147
15857	82	15857	148
15857	83	15857	149
15857	84	15857	150
15857	85	15857	151
15857	86	15857	152
15857	87	15857	153
15857	88	15857	154
15857	89	15857	155
15857	90	15857	156
15857	91	15857	157
15857	92	15857	159
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15857	109	15857	176
15857	110	15857	177
15857	111	15857	178
15857	112	15857	179
15857	113	15857	180
15857	114	15857	181
15857	115	15857	182
15857	116	15857	183
15857	117	15857	184
15857	118	15857	185
15857	119	15857	186
15857	120	15857	187
15857	121	15857	188
15857	122	15857	189

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<i>Deposited Plan</i>	<i>Lot</i>	<i>Deposited Plan</i>	<i>Lot</i>
15857	190	15857	256
15857	191	15857	257
15857	192	15857	258
15857	193	15857	259
15857	194	15857	260
15857	195	15857	261
15857	196	15857	262
15857	197	15857	263
15857	198	15857	264
15857	199	15857	265
15857	200	15857	266
15857	201	15857	267
15857	202	15857	268
15857	203	15857	269
15857	204	15857	270
15857	205	15857	271
15857	206	15857	272
15857	207	15857	273
15857	208	15857	274
15857	209	15857	275
15857	210	15857	276
15857	211	15857	277
15857	212	15857	278
15857	213	15857	279
15857	214	15857	280
15857	215	15857	281
15857	216	15857	282
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15857	220	15857	286
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15857	222	15857	288
15857	223	15857	289
15857	224	15857	290
15857	225	15857	291
15857	226	15857	292
15857	227	15857	293
15857	228	15857	294
15857	229	15857	295
15857	230	15857	296
15857	231	15857	297
15857	232	15857	298
15857	233	15857	299
15857	234	15857	300
15857	235	15857	301
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15857	247	15857	312
15857	248	15857	313
15857	249	15857	314
15857	250	15857	315
15857	251	15857	316
15857	252	15857	317
15857	253	15857	318
15857	254	15857	319
15857	255	15857	320

<i>Deposited Plan</i>	<i>Lot</i>		
15857	321	15857	387
15857	322	15857	388
15857	323	15857	389
15857	324	15857	390
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Note: The above reservation is restricted to a depth of 50 metres below the surface.

#### NSW SCIENTIFIC COMMITTEE

##### Notice of Final Determination

THE Scientific Committee, established by the Threatened Species Conservation Act, has made a Final Determination to REJECT a proposal to list the herb *Euphrasia arguta* R. Br. as a VULNERABLE SPECIES in Part 1 of Schedule 2 of the Act.

##### Notice of Preliminary Determination

The Scientific Committee, established by the Threatened Species Conservation Act, has made a Preliminary Determination to support a proposal to list the herb *Euphrasia arguta* R. Br. as a CRITICALLY ENDANGERED SPECIES in Part 1 of Schedule 1A of the Act.

Copies of these Determinations, which contains the reasons for these determinations, may be obtained free of charge on the Internet [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au), by contacting the Scientific Committee Unit, PO Box 1967 Hurstville BC 1481. Tel: (02) 9585 6940 or Fax (02) 9585 6989, or in person at the Department of Environment, Climate Change and Water Information Centre, Level 14, 59-61 Goulburn Street, Sydney. Copies of these determinations may also be obtained from National Parks and Wildlife Service Area Offices and Visitor Centres, subject to availability.

Any person may make a written submission regarding the Preliminary Determination. Send submissions to: Scientific Committee, PO Box 1967, Hurstville BC 1481. Attention Suzanne Chate. Submissions must be received by 28th January, 2011.

Dr RICHARD MAJOR,  
Chairperson  
Scientific Committee

**OCCUPATIONAL HEALTH AND SAFETY  
REGULATION 2001**

Exemption Order No 021/10

I, PETER DUNPHY, A/General Manager, Work Health and Safety Division of the WorkCover Authority of New South Wales, pursuant to Clauses 347 and 348 of the Occupational Health and Safety Regulation 2001 make the following Order.

Occupational Health and Safety Regulation 2001  
Exemption Order No 021/10

**1. Name of Order**

This Order is the Occupational Health and Safety Regulation 2001 Exemption Order No.021/10

**2. Commencement**

This Order commences on the 6th day of December 2010, and has effect for a period of two years from that date.

**3. Exemption**

The Staff of a Livestock Health and Pest Authority specified in Schedule 1 and the Controller of Premises specified in Schedule 3 are exempt from clauses 270 (1) and (2) of the Occupational Health and Safety Regulation 2001, subject to the conditions specified in Schedule 2.

**4. Definitions**

In this Order:

“**fumigant**” has the same meaning as in the Occupational Health and Safety Regulation 2001.

“**landholder**” means a person who occupies land.

“**Livestock Health and Pest Authority**” means a Livestock Health and Pest Authority constituted under the Rural Lands Protection Act 1998.

Schedule 1

1. The staff of a Livestock Health and Pest Authority, who use the fumigants aluminium phosphide tablets by hand and chloropicrin by pressurised fumigation machine to control vertebrate pests for rural lands protection activities.
2. Note: aluminium phosphide tablets produce phosphine gas.

Schedule 2

1. The staff of a Livestock Health and Pest Authority who demonstrate usage, to landholders on any land, of the fumigants mentioned in Schedule 1.1 of this exemption must:
  - a. be not less than eighteen (18) years of age;
  - b. ensure that the fumigants are only used by persons (“trained persons”) who fulfil the requirements in this section 1 of Schedule 2 of this order;
  - c. meet all the relevant current requirements of the Pesticides Regulation 1995 including pesticide use notification and record keeping requirements;
  - d. have attained the relevant chemical user’s qualification such as FarmCare, ChemCert or SMARTtrain issued in accordance with Level 4 of the Australian Qualifications Framework (AQF);
  - e. have completed the Vertebrate Pest Course (VPC) facilitated by Industry & Investment NSW;

Schedule 3

- f. instruct the trained persons in the safe use of the fumigant and ensure that any risks identified with such use have been assessed and adequately controlled and those persons are advised of the controls;
  - g. be satisfied the trained persons can be relied upon to use the fumigants without placing the health and safety of themselves or others at risk;
  - h. ensure the trained persons are made aware of the application and limitations of this exemption order and
  - i. observe safe work practices at all times whilst using the fumigants and take action to prevent any person being placed at risk.
2. The staff of a Livestock Health and Pest Authority who carry out fumigation on any land using the fumigants mentioned in Schedule 1.1 of this exemption must:
    - a. be not less than eighteen (18) years of age;
    - b. meet all the relevant current requirements of the Pesticides Regulation 1995 including pesticide use notification and record keeping requirements;
    - c. have attained the relevant chemical user’s qualification such as FarmCare, ChemCert or SMARTtrain issued in accordance with Level 3 of the Australian Qualifications Framework (AQF);
    - d. have completed the Vertebrate Pest Course (VPC) facilitated by Industry & Investment NSW;
    - e. ensure that any risks identified with such use have been assessed and adequately controlled;
    - f. be able to communicate to a level that enables them to perform their duties safely and
    - g. observe safe work practices at all times whilst using the fumigants and take action to prevent any person being placed at risk.

For the purposes of this exemption order the controller of premises, wherein the staff of a Livestock Health and Pest Authority undertake the fumigation work on behalf of the controller of premises, does not require any chemical user training or qualification.

Dated this 26 day of November 2010.

PETER DUNPHY,  
A/General Manager  
Work Health and Safety Division  
WorkCover Authority of New South Wales

**SAFER COMMUNITY COMPACT**

Order

I, the Honourable John Hatzistergos Attorney General of the State of New South Wales, in pursuance of section 39 (1) of the Children (Protection and Parental Responsibility) Act 1997, do, by this my Order, approve Auburn Council’s Crime Prevention Plan 2009 - 2012 as a Safer Community Compact for the purposes of Division 3 of Part 4 of that Act.

This Order takes effect on 5 November 2010 and remains in force until 4 November 2013.

Signed at Sydney, this 5th day of November 2010.

JOHN HATZISTERGOS, M.L.C.,  
Attorney General

**SAFER COMMUNITY COMPACT**

## Order

I, the Honourable John Hatzistergos Attorney General of the State of New South Wales, in pursuance of section 39 (1) of the Children (Protection and Parental Responsibility) Act 1997, do, by this my Order, approve Campbelltown City Council's Crime Prevention Plan 2009 - 2012 as a Safer Community Compact for the purposes of Division 3 of Part 4 of that Act.

This Order takes effect on 5 November 2010 and remains in force until 4 November 2013.

Signed at Sydney, this 5th day of November 2010.

JOHN HATZISTERGOS, M.L.C.,  
Attorney General

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**STATUTORY AND OTHER OFFICES  
REMUNERATION ACT 1975**

Report and Determination pursuant to section 14  
of the Act

## REPORT:

1. On 16 November 2010, the Minister for Public Sector Reform, the Hon Paul Lynch MP, directed the Statutory and Other Offices Remuneration Tribunal (the Tribunal), pursuant to section 14(1) of the Statutory and Other Offices Remuneration Act 1975 (SOOR Act), to make a determination concerning the remuneration to be paid to the Parliamentary Budget Officer.
2. For remuneration purposes the office of Parliamentary Budget Officer is listed in Schedule 2 of the SOOR Act. The Tribunal has not previously made a determination on the remuneration payable for this office.
3. The office of Parliamentary Budget Officer is constituted under the Parliamentary Budget Officer Act 2010. Various functions are conferred on the Parliamentary Budget Officer. Most notably, the Parliamentary Budget Officer will provide independent costings of election promises (including a budget impact statement) and, outside pre-election periods, independent costings of proposed policies of Members of Parliament.
4. The Parliamentary Budget Officer will be accountable to the Parliament through the Presiding Officers and will have an ongoing role in providing independent economic and financial analysis and advice to members of Parliament on a range of matters such as the costing of bills introduced to Parliament and economic briefs on important public policy issues.
5. The Parliamentary Budget Officer will head a team of approximately 12-16 staff most of whom will be highly skilled economists or financial professionals. Establishing the Parliamentary Budget Office will be the first and most urgent challenge of the position. The Parliamentary Budget Office is a stand alone unit within the Legislature and as such will develop and pursue its own operational plan.

6. As noted above a key feature of this office is that it is directly accountable to the Parliament, rather than to the Executive arm of Government. An independent job evaluation process has found that the position should be remunerated within the SES Level 5 Band ie \$241,251 - \$278,350. Because Schedule 2 offices' remuneration is expressed as a fixed amount, the Tribunal in determining the remuneration for this newly created position has had regard to the job evaluation outcome.
7. After considering the role and responsibilities of the position, the Tribunal considers that the remuneration of the Parliamentary Budget Officer should be set at \$261,552 and so determines.
8. The amount determined is a salary only. Should the office holder wish to avail themselves of remuneration packaging it would be necessary for him/her to make an application pursuant to Section 11A of the Act.

## DETERMINATION:

Pursuant to section 14 of the Statutory and Other Offices Remuneration Act 1975 the Tribunal determines that the office of Parliamentary Budget Officer shall receive a salary of \$261,552 per annum.

ALEX SMITH,  
Statutory and Other Offices  
Remuneration Tribunal

**CRIMES (ADMINISTRATION OF SENTENCES) ACT 1999**

MARIE BASHIR, AC, CVO, Governor

I, PROFESSOR MARIE BASHIR, AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council, and pursuant to section 225(1) and 225(3) of the Crimes (Administration of Sentences) Act 1999, do, by this Proclamation, declare the area comprised within the boundaries hereunder (together with all buildings or premises which are now or may hereafter be erected thereon) to be a correctional centre within the meaning of the Crimes (Administration of Sentences) Act 1999 and I further declare that the correctional centre shall be known as South Coast Correctional Centre, viz.:

All that piece or parcel of land situate in the local government area of Shoalhaven City, Parish of Nowra and County of St Vincent, being part of lot 1 in Deposited Plan 1158359 shown by shading as South Coast Correctional Centre on Plan Catalogue Number 56559 in the NSW Department of Services Technology and Administration Plan Room reproduced hereunder and having a total area of 13.29 hectares or thereabouts.

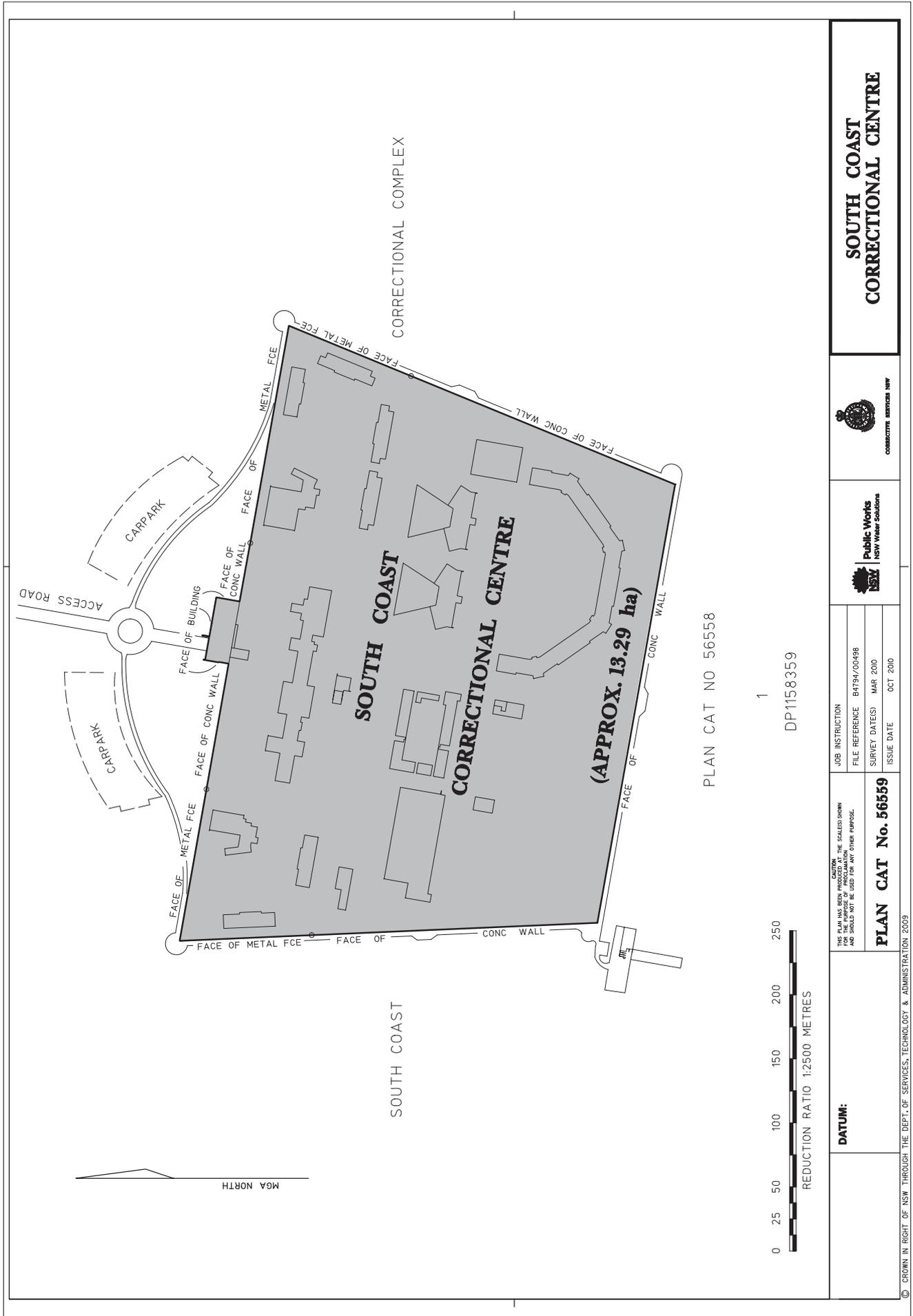
This proclamation is to take effect on and from the date of publication in the *New South Wales Government Gazette*.

Signed and sealed at Sydney, this 24th day of November 2010.

By Her Excellency's Command,

PHILLIP COSTA, M.P.,  
Minister for Corrective Services

GOD SAVE THE QUEEN!



**SOUTH COAST  
CORRECTIONAL CENTRE**



JOB INSTRUCTION	
FILE REFERENCE	B4794/00498
SURVEY DATE(S)	MAR 2000
ISSUE DATE	OCT 2000

**PLAN CAT No. 56559**

**DATUM:**

THIS PLAN HAS BEEN PRODUCED BY THE SCALES SHOWN FOR THE PURPOSE OF INFORMATION AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

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PLAN CAT NO 56558

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DP1158359

**CRIMES (ADMINISTRATION OF SENTENCES) ACT 1999**

MARIE BASHIR, AC, CVO, Governor

I, Professor MARIE BASHIR, AC, CVO, Governor of the State of New South Wales, with the advice of the Executive Council and pursuant to section 224(1) and 224(2) of the Crimes (Administration of Sentences) Act 1999, do, by this Proclamation, declare the area comprised within the boundaries hereunder (together with all buildings or premises which are now or may hereafter be erected thereon) to be a correctional complex within the meaning of the Crimes (Administration of Sentences) Act 1999 and I further declare that the correctional complex shall be known as South Coast Correctional Complex, viz.:

All that piece or parcel of land situate in the local government area of Shoalhaven City, Parish of Nowra and County of St Vincent, being part of lot 1 in Deposited Plan 1158359 shown by shading as South Coast Correctional Complex on Plan Catalogue Number 56558 in the NSW Department of Services Technology and Administration Plan Room reproduced hereunder and having a total area of 100.8 hectares or thereabouts.

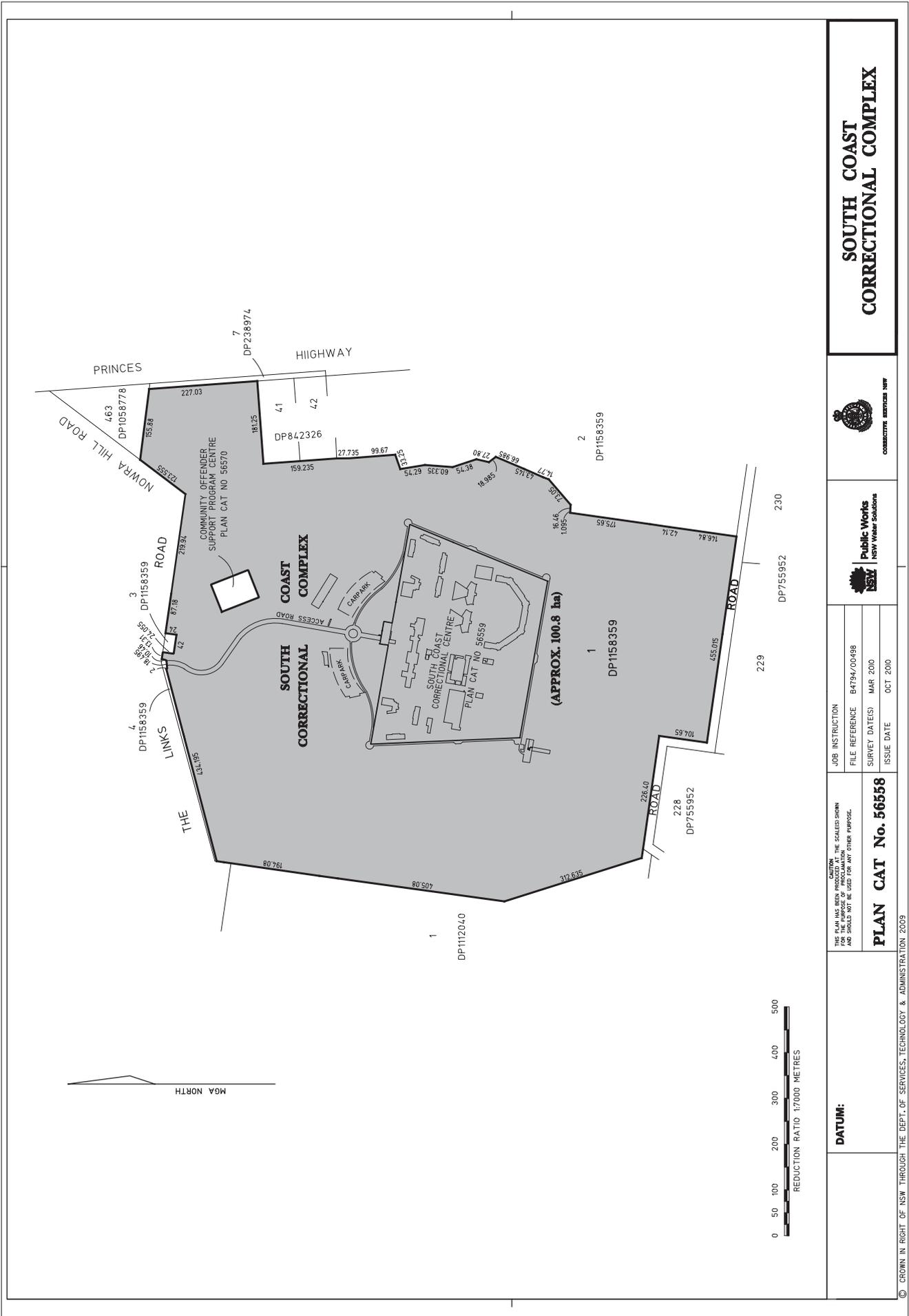
This proclamation is to take effect on and from the date of publication in the *New South Wales Government Gazette*.

Signed and sealed at Sydney, this 24th day of November 2010.

By Her Excellency's Command,

PHILLIP COSTA, M.P.,  
Minister for Corrective Services

GOD SAVE THE QUEEN!



**SOUTH COAST  
CORRECTIONAL COMPLEX**



JOB INSTRUCTION	B4754/00-098
FILE REFERENCE	MAR 2010
SURVEY DATES	OCT 2010
ISSUE DATE	

**PLAN CAT No. 56558**

**DATUM:**

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## HEALTH SERVICES ACT 1997

### ORDER AS TO MODEL BY-LAWS

Pursuant to section 39 and 60 of the Health Services Act 1997 I, DEBORA PICONE, Director-General of the Department of Health, do by this order set out the terms of Model By-laws to be used by local health networks constituted under section 17 of the Health Services Act and network governed statutory health corporations established under Division 3 of Chapter 4 of the Health Services Act 1997.

Signed at Sydney this 1st day of December 2010.

Debora Picone  
**Director-General**

### LOCAL HEALTH NETWORK BY-LAWS – INTERIM MODEL BY-LAWS

#### Part 1 - Preliminary

##### **1. Name of the By-law**

This By-law may be cited as the [*name of local health network*] Interim By-law.

##### **2. Definitions**

Expressions used in this By-law are defined in the Dictionary at the end of the By-law.

#### Part 2 - By-laws information

##### **3. Availability of By-laws**

The Chief Executive is to ensure that copies of the current By-laws for the local health network are available to staff of the local health network and the public.

##### **4. Making and Amendment of By-laws**

- (1) The Governing Council is to approve the making of or amendment to the by-laws for the local health network by the Chief Executive.
- (2) Any motion to make, amend, replace or rescind a by-law must be considered at a meeting of the Governing Council.
- (3) Written notice of the motion to make, amend, replace or rescind a by-law must be provided to each member of the Governing Council at least 21 calendar days before the date of the meeting.

- (4) The Governing Council is to refer any proposed amendment of Parts 5 –9 of the By-laws to the medical staff executive council (or in the case of a statutory health corporation, the medical staff council) and the local health network clinical council;

### **Part 3 - The seal**

#### **5. The seal**

- (1) The Chief Executive is to ensure the safe custody of the seal of the local health network.
- (2) The seal of the local health network is to be affixed only to documents on behalf of the local health network when the chief executive signs such documents and the signature and sealing of the document are formally witnessed.

### **Part 4 – Conduct of meetings**

#### **6. Procedure – Governing Council meetings**

Procedures for meetings of Governing Councils are set out in the Health Services Amendment (Local Health Networks) Regulation 2010.

#### **7. Procedure – committee, sub-committee etc meetings**

- (1) Any meeting, including a special meeting, of any committee, sub-committee or council provided for under these by-laws may decide to allow any of its members or other invitees to participate or vote in the meeting from a location other than the place where the meeting is being held.
- (2) Participation from a location other than where the meeting is being held may be by telephone, facsimile, video or other electronic medium as is appropriate to the circumstances or the business being transacted.
- (3) A member of a committee, sub-committee or council participating from a remote location shall be regarded as being present at the meeting for the purposes of the calculation of a quorum or any other similar matter required under these by-laws.
- (4) The committee, sub-committee or council may determine a protocol or procedure for remote participation of members or other persons in its meetings.
- (5) Where the Chair of the Medical Staff Executive Council (or in the case of a statutory health corporation, the medical staff council) attends or is nominated to attend a Committee or Council established under this By-law in his or her ex officio status, that Chair, may, if not available, nominate an alternative member to attend in his or her place.

#### **8. Quorum**

The quorum for any meeting including a special meeting, of any committee, sub-committee or council provided for under these by-laws is a majority of the appointed number of the committee members. This clause does not apply to meetings of medical staff councils and medical staff executive councils under Part 6.1 of these By-laws.

**9. Attendance**

Any committee, sub-committee or council provided for under these by-laws may invite any person to attend one of its meetings.

**10. Voting**

- (1) Only the members of a committee, sub-committee or council provided for under these by-laws may vote at a meeting of the committee, sub-committee or council.
- (2) A decision supported by a majority of the votes cast at a meeting of a committee, sub-committee or council at which a quorum is present is to be the decision of the committee, sub-committee or council.

**11. Minutes**

The member presiding at a meeting of a committee, sub-committee or council provided for under these by-laws is to ensure that minutes are kept of all meetings of the committee, sub-committee or council.

**Part 5 – Committees of the Local Health Network****12. Committees**

The Governing Council is to establish the following committees to provide advice or other assistance to enable the Local Health Network perform its functions under the Act. Those committees are to include:

- a. audit and risk management;
- b. finance and performance;
- c. health care quality; and
- d. such other committees as the Governing Council determines.

**13. Audit and Risk Management Committee**

The Audit and Risk Management Committee of the LHN is to be appointed in accordance with such policies relating to internal audit within the public sector as may be issued from time to time by the NSW Treasury.

**14. Committee chairpersons and secretaries**

- (1) The Chief Executive is to nominate, in consultation with the Governing Council, a chairperson of each committee established under this Part.
- (2) The Chief Executive is to appoint a person to act as the secretary of each committee. The same person may act as secretary for more than one committee.

**15. Functions of committees**

- (1) A committee is to provide advice or other assistance on issues as requested by the Governing Council or Chief Executive.
- (2) These issues may include:
  - a. efficient and economic operation
    - i. the local health network;
    - ii. industrial relations;

- iii. human resources; and
- iv. financial and asset management;
- b. adequate standards of patient care and services;
- c. health needs of the community serviced by the local health network;
- d. strategies to ensure an appropriate balance in the provision and use of resources for health protection, health promotion, health education and treatment services;
- e. effective communication with other health services and health service providers;
- f. adequate arrangements for effective communication and cooperation between medical practitioners, including general practitioners, providing medical services within the geographic area of the local health network.

#### **16. Committee membership**

- (1) The Chairperson of the Audit Committee is not to be the chairperson of the finance committee (or other similar committee).
- (2) The Audit Committee is to comprise of at least three members, and no more than five, the majority who are not to be members of the Governing Council, employees of or contracted to provide services to the local health network.
- (3) The Chief Executive is to be a member of the Audit Committee but must not be chairperson and the Governing Council may appoint such other persons as they consider appropriate.
- (4) The Chief Executive is to appoint at least one representative of the executive staff of the local health network to each committee (other than the audit committee).
- (5) The Council and is to appoint such clinician representation as it considers appropriate to each committee (other than the finance and audit committees).
- (6) Where there is to be a clinical representative on a committee, the Governing Council is to consult with the Medical Staff Executive Council or any relevant Medical Staff Council as applicable on the proposed appointee.
- (7) Subject to the matters set out in this clause the Governing Council may appoint such committee members as they think fit, such members may also include a member of the Governing Council.
- (8) The Governing Council may remove any committee member as it thinks fit, subject to any corporate governance policy issued by the Department from time to time.

#### **17. Term of office**

Any person nominated to a committee holds office for such period as the Governing Council may determine, subject to any corporate governance policy issued by the Department from time to time.

#### **18. Meetings**

A committee is to meet as specified by the Governing Council, subject to any corporate governance policy issued by the Department from time to time.

#### **19. Notice of meetings and special meetings**

- (1) The chairperson of a committee, or a person authorised by the chairperson to do so, is to give written notice of a meeting to each committee member at least 7 days prior to the meeting.

- (2) When the chairperson of a committee considers that a matter is of such urgency that a special meeting of a committee should be held within a period of not less than 48 hours of such a request, the chairperson may request the Chief Executive to give written approval to the conduct of such a special meeting. The written approval of the Chief Executive may determine, subject to this clause and the Regulation, the business and conduct of such a special meeting.
- (3) A copy of the Chief Executive's approval under 19(2) is to be provided to the members of the Governing Council.
- (4) A special meeting shall be held, if approved, not later than seven days after receipt by the Chief Executive of such a request.
- (5) The chairperson of a committee is to ensure that at least 24 hours' notice is given of a special meeting to each member and each person invited to attend the meeting.
- (6) Notice of a special meeting is to specify the business to be considered at that meeting.
- (7) Only business specified in the notice of a special meeting is to be considered at the special meeting.
- (8) Each provision of this clause shall be subject to any corporate governance policy issued by the Department from time to time.

#### **Part 6 – Medical and Clinical Staff Councils**

##### **20. Structures for Clinician input into the Network**

The Local Health Network is to establish the following structures and forums to provide input for medical, nursing and allied health staff:

- (1) Medical Staff Councils and Medical Staff Executive Councils as set out in Part 6.1 ;
- (2) Hospital Clinical Councils and Joint Hospital Clinical Councils as set out in Part 6.2;
- (3) A Local Health Network Clinical Council as set out in Part 8.

##### **21. Objectives of Medical and Clinical Council Structures**

The objectives of the structures for clinician input are to:

- (1) facilitate effective patient care and services through a co-operative approach to the management and efficient operation of public hospitals between hospital executive management, clinical staff (including medical practitioners, nurses, midwives and allied health practitioners) and clinical support staff.
- (2) provide a forum for information sharing and to support feedback to staff on issues affecting the administration of the hospital(s) through the members of the councils.

**Part 6.1 Medical Staff Councils and Medical Staff Executive Councils****22. Definition**

In this Part, *member* means a member of a medical staff council or a member of a medical staff executive council.

**23. Establishment of medical staff councils**

- (1) The Chief Executive is to establish either:
  - a. a medical staff council (in the case of a local health network that is a statutory health corporation); or
  - b. a medical staff executive council and at least two medical staff councils (in all other cases).
- (2) Medical staff councils are to be composed of all visiting practitioners, staff specialists, career medical officers and dentists appointed to the local health network or the hospital or hospitals the council represents.
- (3) Sufficient medical staff councils should be established to ensure that all visiting practitioners, staff specialists, career medical officers and dentists of the local health network are members.

*Note: For medical staff councils with five members or less refer to the special provisions under clause 30*

**24. Medical Staff Executive Council**

- (1) A Medical Staff Executive Council shall be composed of representatives of the Medical Staff Councils for the hospitals under the control of the local health network.
- (2) Subject to subclause (4), each Medical Staff Council shall nominate as its representative or representatives on the Medical Staff Executive Council -
  - a. if the Medical Staff Council has 50 members or less, one member of that council, provided that such a member may by agreement also act as the proxy representative for one or more other councils with less than 50 members; or
  - b. if the Medical Staff Council has more than 50 members, one member of that council for every 50 members or part thereof; or
  - c. if the medical staff council has more than 50 members, and such an arrangement has been mutually agreed between the Medical Staff Council and the Chief Executive, by the chairperson and one other representative of the council or their nominated alternate.
- (3) For the purposes of subclause (2), the number of members of a Medical Staff Council shall be determined as at 1 January in the relevant year.
- (4) The number of representatives from any single Medical Staff Council on a Medical Staff Executive Council shall not exceed 50% of the total number of members of the Medical Staff Executive Council.

**25. Functions of Councils**

The medical staff executive council or the medical staff council (if there is only one council for the local health network) is to:

- a. provide advice to the Chief Executive and Governing Council on medical matters;

- b. nominate, every 2 years from the date of issuing of this By-law, a short list of up to 5 medical practitioners to be available to the Minister for Health when considering the appointment of a member or members of the Governing Council.

#### **26. Voting at meetings of councils**

Any matter put to the vote at any meeting of a council is to be decided by a show of hands, or by secret ballot if requested by a member present at that meeting.

#### **27. Office bearers of councils**

- (1) A council is to elect a chairperson of the council and other office bearers it considers necessary from among the members.
- (2) Such elections are to be held at an ordinary meeting of a council once each calendar year.
- (3) An office bearer (including the chairperson) is to hold office until vacation of the office or until the next election, whichever occurs first.
- (4) An office bearer (including the chairperson) shall be eligible for re-election to the same office, provided that no more than three (3) consecutive terms are served, unless there are special circumstances and a further consecutive term has been approved by the Chief Executive
- (5) If an office becomes vacant between elections, the vacancy is to be filled by an election at a special meeting of the council. The special meeting is to be held within 30 days of the vacancy occurring.

#### **28. Ordinary meetings of councils**

- (1) Ordinary meetings of a council are to be held at least twice a year, and at such additional times and places as determined by the council.
- (2) The chairperson of a council, or other office bearer of the council authorised by the chairperson to do so, is to provide written notice to each member, at least 7 days prior to an ordinary meeting.
- (3) The medical administrator (however designated) of the local health network is to be invited to attend all meetings of the council (unless already a member). However the council may exclude the medical administrator from any meeting, or part of a meeting, where the business under consideration relates to the conduct or performance of the medical administrator in that position.
- (4) A council may invite any other person, including any staff member of the local health network, to attend any of its meetings.
- (5) The council may exclude any invitee from any meeting, or part of a meeting.

#### **29. Special meetings of councils**

- (1) A special meeting of a council may be called by the chairperson of the council.
- (2) A special meeting of a council is to be called by the chairperson within forty-eight hours after the chairperson of the council receives:
  - a. for a council with 6 to 20 members, a written request signed by a majority of the members of the council;

- b. for a council with more than 20 members, a written request signed by at least 11 members of the council.
- (3) The chairperson of a council is to give at least 24 hours notice of a special meeting of the council to all members.
- (4) Notice of a special meeting of a council is to specify the business to be considered at the meeting.
- (5) Only business specified in the notice is to be considered at a meeting.

### **30. Quorum**

The quorum for a meeting of a council is:

- a. for a medical staff executive council, a majority of the members;
- b. for a medical staff council with 6 to 20 members, a majority of the members of the council;
- c. for a medical staff council with more than 20 members, one tenth of the members or 11 members of the council, whichever is the greater number.

### **31. Smaller medical staff councils**

For a council with five members or less:

- a. clauses 11 and 25-27 of this By-law do not apply;
- b. the Chief Executive, or a person authorised on his or her behalf, is to call a meeting of the council not later than seven days after receiving a written request for such a meeting from a member of the council;
- c. the Chief Executive, or a person authorised on his or her behalf, is to give written notice of a meeting of the council to all members and to the medical administrator (however designated) of the local health network;
- d. the medical administrator (however designated) of the local health network is to be invited to attend all duly convened meetings of the council. However the council may exclude the medical administrator from any meeting, or part of a meeting, where the business under consideration relates to the conduct or performance of the medical administrator in that position;
- e. the council is to ensure that minutes of a meeting of the council are kept;
- f. the quorum for a meeting of the council is a majority of its members.

## **Part 6.2– Hospital Clinical Councils**

### **32. Objective of Hospital Clinical Council**

- (1) Hospital clinical councils provide a structure for consultation with, and involvement of, clinical staff in management decisions impacting public hospitals and related community services.
- (2) A hospital clinical council is a key leadership group for its public hospital or hospitals and is designed to participate with the management team in ensuring that the hospital/s deliver high quality health and related services for its/ their patients.

### 33. Definitions

In this Part:

*clinical staff* means a member of the NSW Health Service working in a medical, nursing (including enrolled nurses, midwives and assistants in nursing) or allied health clinical position in connection with the local health network, and medical and dental practitioners appointed as visiting practitioners under the Health Services Act 1997;

*general manager* means the person responsible to the Chief Executive for the operation or management of a public hospital or hospitals;

*hospital clinical council* includes (except in clause (22)) a joint hospital clinical council;

*member* means a member of a hospital clinical council.

### 34. Establishment of hospital clinical councils

- (1) Hospital clinical councils are to be established within the local health network to provide management input for clinical staff of public hospitals.
- (2) The Chief Executive is to establish a hospital clinical council for each public hospital in the local health network, and where appropriate that council may be a joint hospital clinical council covering more than one hospital.
- (3) In determining whether to establish individual hospital clinical councils or joint hospital clinical councils under subclause (2), the Chief Executive is to have regard to:
  - (a) the size and budget of the public hospitals within the local health network;
  - (b) the number of clinical staff working at each public hospital within the local health network;
  - (c) whether a joint structure is the most practicable alternative for smaller hospitals;
  - (d) whether the relevant hospitals are under a common executive management structure.

### 35. Membership of hospital clinical councils

- (1) The following members are ex officio members of a hospital clinical council:
  - (a) the general manager (however called) of the hospital or hospitals (who shall be the Chairperson);
  - (b) the executive medical director (however called) for the hospital or hospitals;
  - (c) the director of nursing and midwifery for the hospital or hospitals;
  - (d) the lead allied health manager (however called) for the hospital or hospitals;
  - (e) the principal financial officer (however called) for the hospital or hospitals.
- (2) The following senior clinical staff of the hospital may be appointed as members of a hospital clinical council, provided that at least one person from each category is appointed:
  - (a) as applicable, clinical divisional heads and program managers ex officio (however called) for the hospital;

- (b) the chair of the relevant medical staff council or councils ex officio as a representative of the medical staff council;
  - (c) such other clinical staff as the Chief Executive determines to enable the council to effectively undertake its functions having regard to the range, size, specialities and services provided by the hospital.
- (3) Where a Joint Hospital Clinical Council is established under clause 34(2), the Council must include at least one senior clinical staff member (from either medicine, nursing or allied health) from each public hospital covered by the joint council.
- (4) All hospital clinical councils (including joint hospital councils) must also include as a member:
- (a) a medical practitioner;
  - (b) a nurse (who may be either a registered nurse, a registered midwife, an enrolled nurse or an assistant in nursing); and
  - (c) an allied health professional.
- Selected by his or her peers in accordance with Part 7 of this By-law;
- (5) Each hospital clinical council is to consist of a minimum of 11 members.
- (6) The Council may elect a clinical co-chairperson for a hospital clinical who will be the presiding officer in the absence of the chairperson, and:
- (a) Such elections are to be held at an ordinary meeting of a Council once each calendar year.
  - (b) A clinical co-chair is to hold office until vacation of the office or until the next election, whichever occurs first.
  - (c) A clinical co-chair shall be eligible for re-election provided that no more than three (3) consecutive terms are served, unless these are special circumstances and further consecutive term has been approved by the Governing Council.
- (7) Where a member of the council is unable to attend a particular meeting of the council, that member may nominate an alternate member to attend in their place.
- (8) Subject to Clause (9), the term of hospital clinical council members is as follows:
- (a) For persons appointed ex officio under Clause 35(1) or (2), for the term they hold that office;
  - (b) For persons appointed under Clause 35(2)(c) for the term appointed by the Chief Executive;
  - (c) For persons appointed under Clause 35(4), for the 2 years following their selection in accordance with Part 7.
- (9) A member of a hospital clinical council ceases to be a member if:
- (a) he or she ceases to be a member of the clinical staff working at the hospital;
  - (b) he or she is removed in accordance with any appropriate governance policy issued by the Department.

### 36. Functions of hospital clinical councils

A hospital clinical council is to exercise the following functions in respect of its hospital/s:

- (1) provide leadership of the hospital/s by providing advice and recommendations and participating in management decisions the objective of which is to ensure:
  - (a) the achievement of the benchmarks and targets set out in the performance agreement between the Director-General and the local health network as they relate to the hospital/s;
  - (b) the implementation of effective quality and safety programs and the achievement of key quality performance indicators by departments and units within the hospital/s;
  - (c) the implementation of models of care and evidence based clinical standards developed at a national and state level;
  - (d) the fostering of innovative solutions at a hospital level to improve the efficiency and effectiveness of the hospital/s;
  - (e) effective linkages between hospital clinical staff and clinician networks within the local health networks;
  - (f) effective operational performance, and achievement of key operational performance indicators by departments and units, within the hospital/s;
  - (g) effective management of the budget of departments and units within the hospital/s subject to conditions and directions under law or Government policy, or established by the Local Health Network;
  - (h) achievement of key financial performance indicators by department and unit managers;
  - (i) the appropriate linkages between hospital services and other services provided within the local health network and appropriate linkages with external local clinicians, including general practitioners; and
  - (j) effective communication of key decisions with staff of the hospital/s;
- (2) provide advice on resource allocation including on the exercise of delegations for recruitment and expenditure the objective of which is to ensure effective and efficient utilisation of resources within the hospital/s, subject to conditions and directions established by law, Government policy or the Local Health Network;
- (3) provide advice the objective of which is to ensure the implementation of strategies to effectively address any non-achievement of performance targets or other remedial action required within the hospital/s;
- (4) advise the Chief Executive and Governing Council on planning requirements for services within the hospital/s;
- (5) assist in ensuring the effective implementation of Government policy and decisions of the Local Health Network within the hospital/s;

- (6) provide reports on the council's activities and decisions to the Chief Executive and the Governing Council each month through dissemination of the minutes of meetings of the council, or provide such reports with the frequency and in the manner determined by the Local Health Network.
- (7) in this clause 'hospital/s' also includes community services related to services at the hospitals.

### **37. Information to be made available to councils**

The hospital general manager is to ensure the council is provided with such information, including financial and operational performance reports, as is necessary to enable it to properly undertake its functions.

### **38. Voting at meetings of councils**

Any matter put to the vote at any meeting of a council is to be decided by a show of hands, or by secret ballot if requested by a member present at that meeting.

### **39. Meetings of councils**

- (1) Hospital clinical councils will meet at least monthly.
- (2) Meetings of a council are to be held at times and places determined by the council.
- (3) The Chairperson or presiding officer of a council, is to ensure written notice is provided to each member, at least 7 days prior to an ordinary meeting.
- (4) A council may invite such executive staff or other staff or other persons to attend all or part of the council's meetings.

### **40. Special meetings of councils**

- (1) Where the chairperson of a hospital clinical council considers that a matter is of such urgency that a special meeting of the council should be held within 48 hours, the chairperson may request the Chief Executive to give written approval to the conduct of a special meeting.
- (2) A copy of the Chief Executive's approval under clause 40(1) is to be provided to members of the Governing Council.
- (3) The written approval of the Chief Executive may determine, subject to this clause and these by-laws, the business and conduct of such a special meeting.
- (4) Notice of the special meeting is to specify the business to be considered at the meeting.
- (5) The chairperson is to ensure that at least 24 hours notice is given of a special meeting to each member and each person invited to attend the meeting.
- (6) Only business specified in the notice of a special meeting is to be considered at the special meeting.
- (7) The special meeting shall be held, if approved, not later than seven days after receipt by the Chief Executive of a request under subclause (1).

**Part 7 – peer selection processes****41. Definition**

In this Part

*“clinical council”* means a hospital clinical councils or joint hospital clinical council established under clause 33(2).

*“clinical staff”* means a member of the NSW Health Service working in connection with the local health network:

- (a) in a nursing (including enrolled nurses, midwives and assistants in nursing) clinical position;
- (b) in an allied health clinical position, including dental practitioners who are appointed as visiting practitioners under the Health Services Act 1997;
- (c) in a junior medical officer position.

*“junior medical officer position”* means an intern, registrar, resident or senior registrar as defined by the Public Hospitals Medical Officers Award.

**42. Staff eligible to participate in selection process**

- (1) Clinical staff will be eligible to participate in the selection process for their professional grouping as follows:
  - a. Clinical staff working as junior medical officers will be eligible to participate in the selection of the medical staff peer;
  - b. Clinical staff working as registered nurses, midwives, enrolled nurses or assistants nursing will be eligible to participate in the selection of the nursing/midwifery staff peer;
  - c. Clinical staff working as allied health professionals (including dental officers and visiting dental officers) will be eligible to participate in the selection of the allied health staff peer;
- (2) A clinical staff member can only participate in the selection process for:
  - a. one professional grouping; and
  - b. one hospital clinical councilin any one selection process , even if otherwise eligible to participate in more than one.

**43. Nominations**

- (1) The Clinical Council is to issue a notice calling for nominations from clinical staff for each professional grouping. The notice will indicate:
  - a. The time for which the call for nominations remains open, (to be at least 14 days from the date of issue of the notice or such later date as is identified);
  - b. the closing date for receipt of nominations.
- (2) Clinical staff can nominate once and in only one professional grouping in any one selection process;
- (3) Clinical staff who are appointed as members of the Clinical Council under Clause 35(1) or (2) are not eligible to nominate;
- (4) Nominations can only be made by the clinical staff member seeking selection. Nominations made by other staff will not be accepted;
- (5) Nominations must be received by close of business on the date given in the Notice under clause 43(1) and include the nominee’s name and the professional grouping within which they are nominating;

- (6) Once a nomination is received it may not be withdrawn unless the person ceases to be eligible to participate in the peer selection process.

#### **44. Selection Process**

- (1) The process for selecting peer members from the nominees shall be as approved by the Director General from time to time, but must have the following features:
  - a. Be an auditable process that includes privacy protection for staff who participate;
  - b. be readily accessible to all clinical staff;
  - c. be open for a period of at least 14 days;
  - d. include timely feedback to staff on the outcome of the selection process.
- (2) Clinical staff will only be eligible to register support for one nominee in one professional grouping.

#### **45. Results of Process – Appointment to Clinical Council**

- (1) The nominee receiving the highest number of peer registrations from each professional grouping will be appointed a peer selected member of the relevant clinical council for the relevant professional grouping.
- (2) In the event that two or more nominees receive the equal highest number of registrations a second selection process is to be undertaken in accordance with Clause 44 but limited to those two nominees.
- (3) If no staff member nominates for peer selection or no registrations of selection are made the peer member for the relevant clinical staff grouping is to be selected by the clinical council.

#### **46. Result – Governing Council**

The nominated person receiving the highest number of peer registrations for each professional grouping will, subject to their consent, be eligible to have their name put forward for inclusion on an eligibility list to be available to the Minister for Health when considering the appointment of members to the Governing Council, such list to remain current until the next selection process.

#### **47. Frequency**

- (1) The inaugural peer selection process is to be undertaken and completed by 31 March 2011, and every 2 years after.
- (2) If a peer selected member ceases to be a member of the clinical council during a term for any reason (eg ceases to be a member of the clinical staff of the facility) the position shall be filled for the remainder of the 2 year period by a person selected by the clinical council.

### **Part 8 – Local Health Network Clinical Council**

#### **48. Establishment**

The Chief Executive will establish a Local Hospital Network Clinical Council (“Network Clinical Council”) to provide the Governing Council and the Chief Executive with advice on clinical matters affecting the Network.

#### **49. Membership of Local Health Network Clinical Councils**

- (1) The membership of the Network Clinical Council is to be composed of:
  - a. Chief Executive of the Network and such other clinical managers and clinical stream leaders as the Governing Council considers appropriate;

- b. The Chair of the Medical Staff Executive Council or the Medical Council (in the case of a local health network that is a statutory health corporation), and such other members of that Council as the Governing Council considers appropriate;
  - c. At least one clinical member selected from the hospital clinical council(s) or joint clinical council(s) for the network and such other clinical representatives as the Governing Council considers appropriate;
  - d. such other persons as the Governing Council determines to enable the council to effectively undertake its functions having regard to the range, size, specialities and services provided by the Network.
- (2) The Council must include at least one senior clinical staff member from each of medicine, nursing and allied health.
  - (3) The Local Health Network Clinical Council is to consist of a minimum of 9 members.
  - (4) The Governing Council will appoint a chair person and may also appoint a co-chairperson or deputy chairperson for the Local Health Network Clinical Council
  - (5) Where a member of the council is unable to attend a particular meeting of the council, that member may nominate an alternate member to attend in their place.
  - (6) A member of a hospital clinical council ceases to be a member if:
    - a. he or she ceases to be a clinical staff member or member of the NSW Health since working at the hospital;
    - b. he or she is removed in accordance with any appropriate governance policy issued by the Department.

#### **50. Functions of the Local Health Network Clinical councils**

- (1) The Local Health Network Council is to provide the Governing Council and the Chief Executive with advice on clinical matters affecting the local health network, including on:
  - a. improving quality and safety in the hospitals within the local health network;
  - b. planning on the most efficient allocation of clinical services within the local health network;
  - c. translating national best practice into local delivery of services;
  - d. developing innovative solutions that best address the needs of the local communities;
  - e. such other related matters as the Governing Council or Chief Executive may seek advice on from time to time.
- (2) The Local Health Network Clinical Council will provide reports on the council's activities to the Chief Executive and the Governing Council each month through dissemination of the minutes of meetings of the council, or provide such reports with the frequency and in the manner determined by the Local Health Network.

#### **51. Information**

The Chief Executive is to ensure the council is provided with such information, including financial and operational performance reports, as is necessary to enable it to properly undertake its functions.

**52. Voting at meetings of councils**

Any matter put to the vote at any meeting of a council is to be decided by a show of hands, or by secret ballot if requested by a member present at that meeting.

**53. Meetings of councils**

- (1) Hospital clinical councils will meet at least monthly.
- (2) Meetings of a council are to be held at times and places determined by the council.
- (3) The Chairperson or presiding officer of a council, is to ensure written notice is provided to each member, at least 7 days prior to an ordinary meeting.
- (4) A council may invite such executive staff or other staff or other persons to attend all or part of the council's meetings.

**54. Special meetings of councils**

- (1) Where the chairperson of a hospital clinical council considers that a matter is of such urgency that a special meeting of the council should be held within 48 hours, the chairperson may request the Chief Executive to give written approval to the conduct of a special meeting.
- (2) A copy of the Chief Executive's approval under clause 53(1) is to be provided to members of the Governing Council.
- (3) The written approval of the Chief Executive may determine, subject to this clause and these by-laws, the business and conduct of such a special meeting.
- (4) Notice of the special meeting is to specify the business to be considered at the meeting.
- (5) The chairperson is to ensure that at least 24 hours notice is given of a special meeting to each member and each person invited to attend the meeting.
- (6) Only business specified in the notice of a special meeting is to be considered at the special meeting.
- (7) The special meeting shall be held, if approved, not later than seven days after receipt by the Chief Executive of a request under subclause (1).

**Part 9 – Medical and dental appointments advisory committee****55. Establishment of medical and dental appointments advisory committee**

- (1) The Governing Council is to establish a committee called the Medical and Dental Appointments Advisory Committee (in this Part the "**committee**") which will:
  - (a) provide advice, and where appropriate make recommendations with reasons, to the Chief Executive concerning matters relating to the appointment or proposed appointment of visiting practitioners, staff specialists or dentists;
  - (b) consider any application that has been referred to the committee by the Chief Executive for:
    - (i) appointment of a visiting practitioner, staff specialist or dentist; or
    - (ii) a proposal to appoint a person as a visiting practitioner, staff specialist or dentist.

- (c) provide advice and, where appropriate, make recommendations with reasons to the Chief Executive concerning the clinical privileges which should be allowed to visiting practitioners, staff specialists and dentists.
- (2) Where the Chief Executive has delegated such a function to that position, the medical administrator of the local health network (however designated) may appoint a visiting practitioner or staff specialist to an available position for a single period not exceeding three (3) months. However any exercise of this delegation shall be subject to the advice of the committee, if the advice or recommendation of the committee is required for that position.
- (3) The committee may form sub-committees, whether at a hospital or otherwise, to provide advice or other assistance to enable it to perform its duties referred to in this clause.

#### **56. Composition of medical and dental appointments advisory committee**

The committee shall be composed of:

- (1) two members appointed by the Governing Council (at least one of whom is not a medical practitioner), one of whom is to be nominated as the chairperson of the committee;
- (2) two representatives of the medical staff executive council (or where there is no medical staff executive council the medical staff council), nominated by the relevant council;
- (3) the Chief Executive or his/her nominee;
- (4) the medical administrator (however designated) of the local health network or his/her nominee;
- (5) such of the following persons (being medical practitioners or dentists) appointed by the Chief Executive as are necessary, in the Chief Executive's view following consultation with the two representatives appointed under clause 56(2)(b), for the proper consideration of a matter or class of matters referred to the committee:
  - (a) one representative of the local health network having regard to the matter under consideration;
  - (b) one representative of an appropriate professional medical college or body whose discipline is relevant to the matter under consideration and who is not a member of the Medical Staff Executive Council or (or where there is no medical staff executive council the medical staff council);
  - (c) one representative of each university affiliated with the local health network for the purposes of the training of health practitioners;
- (6) where a matter or class of matters referred to the Committee concerns an appointment of a person as a visiting practitioner, staff specialist or dentist to a hospital or hospitals under the control of a local health network, a representative of the medical staff council, if any, for each hospital to which the appointment relates; and
- (7) where a matter or class of matters referred to the committee concerns the clinical privileges of a visiting practitioner who is a medical practitioner or of a staff specialist, a representative of the medical staff council, if any, for each hospital to which the appointment relates.

**57. Term of office**

- (1) A member of the committee who is nominated by the Governing Council shall hold office for such period as the Governing Council determines.
- (2) A member of the committee who is a nominee of a medical staff executive council or a medical staff council is to hold office for such period as the nominating council determines.
- (3) Where a member has been appointed to, or is nominated to be on, the committee for the purpose of considering a particular matter or matters, he or she is a member only for the period or periods during which that matter or matters is under consideration by the committee.
- (4) A member of the committee shall absent themselves from the meeting during any discussion by the committee of the appointment or clinical privileges of that member.

**Part 10 - Clinical privileges subcommittee****58. Clinical privileges subcommittee**

- (1) The Medical and Dental Appointments Advisory Committee (in this Part the “**committee**”) is to establish at least one subcommittee called the Clinical Privileges Subcommittee (in this part called the “**subcommittee**”) to provide advice to the committee on all matters concerning the clinical privileges of visiting practitioners, staff specialists or dentists, including the following:
  - (a) the clinical privileges to be allowed to an applicant or person proposed for appointment as a visiting practitioner;
  - (b) the clinical privileges to be allowed to a staff specialist or dentist on appointment;
  - (c) the review of the clinical privileges of a visiting practitioner, staff specialist or dentist at the request of the visiting practitioner, staff specialist or dentist; and
  - (d) the review of the clinical privileges of a visiting practitioner, staff specialist or dentist at the request of the Chief Executive.
- (2) Any matter concerning the clinical privileges of any person:
  - (a) who is appointed as a staff specialist, a visiting practitioner or dentist, or
  - (b) who the committee is considering recommending for appointment as a visiting practitioner, a staff specialist or a dentist is to be referred to the credentials subcommittee for advice.
- (3) In considering all matters concerning clinical privileges the credentials subcommittee is to have regard to the delineated role of the relevant health facility approved by the Department of Health.

**59. Composition of the Clinical privileges subcommittee**

- (1) The subcommittee is to consist of:
  - (a) at least two members of the committee who are either medical practitioners or dentists, nominated by the committee; and
  - (b) any other medical practitioners or dentists appointed by the committee who the committee considers are necessary to consider the matter or matters referred to the subcommittee for advice.

- (2) The committee is to nominate one of the persons under subclause (1)(a) as chairperson of the subcommittee.
- (3) In appointing members of the subcommittee under subclause (1)(b), the committee is to ensure that the appointments are consistent with any departmental guidelines, Policy Directives or Information Bulletins relating to the delineation of clinical privileges and/or the composition of the subcommittee.

#### **60. Term of Office**

- (1) A member of the subcommittee who is nominated by the committee shall hold office for such period as the committee determines.
- (2) A member appointed to the subcommittee, for the purpose of considering a particular matter or matters, is a member for the period or periods during which the matter or matters is considered by the subcommittee.
- (3) A member of the subcommittee shall absent themselves from the meeting during any discussion by the subcommittee of the clinical privileges of that member.

### **Part 11 – Rules**

#### **61. Rules**

The Chief Executive may make rules for the proper functioning of the local health network. These rules should not be inconsistent with the Act, the associated regulations and this By-law.

### **Part 12 – Interim Arrangements**

#### **62. Audit and Risk Committees**

The Audit and Risk Committee in existence as at 31 December 2010 for the entity listed in Column A of Schedule 1 to this by-law shall continue to operate as the Audit and Risk Committee of the Local Health Network listed against it in column B that schedule, until such time as the Governing Council establishes the relevant committee in accordance with clause 13 of these by-laws.

#### **63. Medical and Dental Appointments Committees**

The Medical and Dental Appointments and Advisory Committee in existence as at 31 December 2010 for the entity listed in Column A of Schedule 1 to this by-law shall continue to operate as the Medical and Dental Appointments and Advisory Committee of the Local Health Network listed against it in column B of that schedule, until such time as the Governing Council establishes the relevant committee in accordance with clause 55 of these by-laws.

#### **64. Credentials (Clinical Privileges) Subcommittees**

The Credentials (Clinical Privileges) Subcommittee/s in existence as at 31 December 2010 for the entity listed in Column A of Schedule 1 to this by-law shall continue to operate as Credentials (Clinical Privileges) Subcommittee/s of the Local Health Network listed against it in column B of that schedule, until such time as a Medical and Dental Appointments and Advisory Committee established by the Governing Council under clause 55 of this By-law, establishes Credentials (Clinical Privileges) Subcommittee/s in accordance with clause 58 of these by-laws.

**65. Hospital Clinical Councils**

The Hospital Clinical Councils in existence as at 31 December 2010 listed in Column A of Schedule 2 shall continue to operate as Hospital Clinical Councils of the Local Health Network listed in respect of that Council in Column B as if they had been established by the Governing Council under this by-law until such time as the Council establishes councils under Part 6.2 of this By-law.

**66. Dictionary****Explanatory Notes**

Certain words and phrases used in the by-law are 'defined' in the dictionary. These largely repeat those used in the Health Services Act so that the use of such words in the by-law is consistent with the Act.

**Act** means the Health Services Act 1997.

**Chief Executive** means the chief executive of a local health network.

**clinical privileges** means the kind of clinical work (subject to any restrictions) that the local health network determines the visiting practitioner or staff specialist is to be allowed to perform at any of its hospitals or health services.

**council** means a Medical Staff Executive Council, a medical staff council or a clinical council, as applicable

**dentist** means a person registered, or taken to be registered, as a dentist under the Health Practitioner Regulation National Law.

**Department** means the NSW Department of Health.

**executive staff** means the persons appointed by the local health network to its management structure and any persons appointed to act for the time being in those positions.

**Governing Council** means the Council appointed under s26 of the Act.

**health service** means any of the following

- (a) any hospital service,
- (b) any medical service,
- (c) any paramedical service,
- (d) any community health service,
- (e) any environmental health service,
- (f) any other service (including any service of a class or description prescribed by the regulations) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

**hospital** means an institution at which relief is given to sick or injured people through the provision of care or treatment.

**Local health network** means the local health network constituted under Schedule 1 to the Act or a network governed statutory health corporation.

**medical practitioner** means a person who is registered, or taken to be registered, as a medical practitioner under the Health Practitioner Regulation National Law.

**public hospital** means a hospital controlled by a local health network.

**regulations** means the regulations made under the Act.

**staff specialist** means a medical practitioner employed by the local health network as a staff specialist under the Salaried Senior Medical Practitioners (State) Award.

**visiting practitioner** means a medical practitioner or dentist who is appointed by a local health network (otherwise than as an employee) to practise as a health practitioner in accordance with such conditions

of appointment at any of its public hospitals or health services as may be specified in an appointment agreement.

#### SCHEDULE 1

<b>COLUMN A</b>	<b>COLUMN B</b>
North Coast Area Health Service	Northern NSW Local Health Network Mid-North Coast
Hunter New England Area Health Service	Hunter New England Local Health Network
Northern Sydney Central Coast Area Health Service	Northern Sydney Local Health Network Central Coast Local Health Network
Sydney South West Area Health Service	Sydney Local Health Network South West Sydney Local Health Network
Sydney West Area Health Service	Western Sydney Local Health Network Nepean/Blue Mountains Local Health Network
Greater West Area Health Service	Far West Local Health Network Western NSW Local Health Network
South Eastern Sydney Illawarra Area Health Service	South Eastern Sydney Local Health Network Illawarra/Shoalhaven Local Health Network
Greater Southern	Southern NSW Local Health Network Murrumbidgee Local Health Network

#### SCHEDULE 2

<b>COLUMN A</b>	<b>COLUMN B</b>
North Coast AHS Hospital Clinical Councils for: - Tweed Byron Network - Lismore Base, Ballina & Casino - Richmond Network Smaller Hospitals - Coffs Clarence Network	Northern NSW Local Health Network
North Coast AHS Hospital Clinical Councils for: - Hastings Macleay - Coffs Clarence Network	Mid-North Coast
Hunter New England AHS Hospital Clinical Councils	Hunter New England Local Health Network
Northern Sydney Central Coast AHS Hospital Clinical Councils for: - Hornsby Ku-ring-gai HS - Northern Beaches HS - North Shore/Ryde HS - NSCCAHS Area Mental Health Drug and Alcohol Service	Northern Sydney Local Health Network
Northern Sydney Central Coast AHS Hospital Clinical Councils: - Central Coast HS - NSCCAHS Area Mental Health Drug and Alcohol Service	Central Coast Local Health Network
Sydney South West AHS Hospital Clinical Councils for: - Balmain Hospital	Sydney Local Health Network

<ul style="list-style-type: none"> <li>- Concord Hospital</li> <li>- Canterbury Hospital</li> <li>- Royal Prince Alfred Hospital</li> <li>- Clinical Review Committee</li> </ul>	
<p>Sydney South West AHS Hospital Clinical Councils for:</p> <ul style="list-style-type: none"> <li>- Bankstown Hospital</li> <li>- Fairfield Hospital</li> <li>- Liverpool Hospital</li> <li>- Bowral Hospital</li> <li>- Campbelltown and Camden (Joint)</li> <li>- Clinical Review Committee</li> </ul>	South West Sydney Local Health Network
<p>Sydney West AHS Clinical Councils for:</p> <ul style="list-style-type: none"> <li>- Westmead Hospital</li> <li>- Blacktown – Mt Druitt</li> <li>- Auburn</li> </ul>	Western Sydney Local Health Network
<p>Sydney West AHS Hospital Clinical Councils for:</p> <ul style="list-style-type: none"> <li>- Nepean Hospital</li> <li>- Lithgow</li> <li>- Springwood/Blue Mountains</li> </ul>	Nepean/Blue Mountains Local Health Network
<p>Greater West AHS Hospital Clinical Councils for:</p> <ul style="list-style-type: none"> <li>- Broken Hill Base Hospital</li> </ul>	Far West Local Health Network
<p>Greater West AHS Hospital Clinical Councils for:</p> <ul style="list-style-type: none"> <li>- Dubbo Base Hospital</li> <li>- Orange Base Hospital</li> <li>- Bathurst Base Hospital</li> <li>- Eastern Dubbo Network</li> <li>- Northern Dubbo Network</li> </ul>	Western NSW Local Health Network
<p>South Eastern Sydney Illawarra AHS Hospital Clinical Councils for:</p> <ul style="list-style-type: none"> <li>- Royal Hospital</li> <li>- Northern Network</li> </ul>	South Eastern Sydney Local Health Network
<p>South Eastern Sydney Illawarra AHS Hospital Clinical Councils for:</p> <ul style="list-style-type: none"> <li>- Southern Network – Illawarra</li> <li>- Southern Network – Shoalhaven</li> </ul>	Illawarra/Shoalhaven Local Health Network
<p>Greater Southern AHS Hospital Clinical Councils for:</p> <ul style="list-style-type: none"> <li>- Queanbeyan</li> <li>- Goulburn</li> <li>- Bega Valley</li> </ul>	Southern NSW Local Health Network
<p>Greater Southern AHS Hospital Clinical Councils for:</p> <ul style="list-style-type: none"> <li>- Wagga Wagga</li> <li>- Griffith</li> <li>- Western sector</li> <li>- Central Sector</li> </ul>	Murrumbidgee Local Health Network

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**PORTS AND MARITIME ADMINISTRATION REGULATION 2007**  
ORDER SETTING MANDATORY STANDARDS AND  
GIVING DIRECTIONS INCLUDED IN THE MANDATORY STANDARDS

I, Eric Roozendaal MLC, Minister for Ports and Waterways, do:

- (a) under authority of Part 28 of the Ports and Maritime Administration Regulation 2007 set the attached mandatory standards in accordance with clause 18H(1), and
- (b) under authority of Part 28 of the Ports and Maritime Administration Regulation 2007 give the directions included in the attached mandatory standards in accordance with clause 181(2).

Dated: 1 December 2010.

The Hon ERIC ROOZENDAAL, M.L.C.,  
Minister for Ports and Waterways

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**Port Botany Landside Operations  
Mandatory standards under Part 2B of the  
Ports and Maritime Administration  
Regulation 2007**

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## PART A: INTRODUCTION

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### 1 Background

- (a) This document comprises the mandatory standards set by the Minister for Ports and Waterways under the authority of Part 2B of the *Ports and Maritime Administration Regulation 2007*.
- (b) This document also contains directions given by the Minister for Ports and Waterways under the authority of Part 2B of the *Ports and Maritime Administration Regulation 2007*.

Note: Pursuant to clause 18I(2) of the Regulation the Minister may give a direction which is of general application to all Stevedores or all Carriers (or both) by including the direction in these mandatory standards.

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### 2 Commencement

- (a) These mandatory standards take effect from the day this document is published in the Gazette.
- (b) The provisions of Divisions 2-4 of the Regulation, other than clauses 18P(3), 18(T)(1)(c), 18T(1)(d), 18T(2), 18U(2)(c), 18U(2)(d), 18U(3), 18V(2), 18V(3)(c) and 18V(5) of the Regulation, are operational from the day this document is published in the Gazette.

Note 1: Clause 2(b) comprises a declaration pursuant to clause 18E of the Regulation.

Note 2: The provisions of Divisions 2-4 of the Regulation which have not been declared to be operational under clause 2(b) will be declared to be operational at a later time by variation to these mandatory standards.

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### 3 Changing the mandatory standards

These mandatory standards may be varied from time to time in accordance with the Regulation.

Note: Clause 18H of the Regulation prescribes the procedure for setting and notifying any amendment of the mandatory standards.

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### 4 Scope of this document

- (a) These mandatory standards apply to each of the following persons:
  - (i) Carriers (but not Rail Carriers);
  - (ii) Stevedores; and
  - (iii) VBS Service Providers,in respect of their operations conducted at or in connection with Port Botany.

- (b) For clarity, these mandatory standards do not apply to any of these persons in respect of their operations other than their operations conducted at or in connection with Port Botany.

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## 5 Overview of this document

This document is divided into the following parts:

- (a) Part A: Introduction, which among other things provides the background and introduction to the document;
- (b) Part B: Carrier Mandatory Standards which sets mandatory standards regarding Carrier performance in respect of access by their Trucks to the land-based facilities and services at the Terminals at Port Botany;
- (c) Part C: Stevedore Mandatory Standards which sets mandatory standards which apply to Stevedores in respect of the operation and provision of land-based facilities and services at their Terminals at Port Botany;
- (d) Part D: Regulation of Charges, which regulates the extent to which a Stevedore may impose certain charges, including by increasing certain charges, in relation to the operation or provision of land-based facilities and services at its Terminal;
- (e) Part E: Determining Certain Matters for the Purposes of the Mandatory Standards, which prescribes the manner in which various matters will be determined for the purposes of these mandatory standards;
- (f) Part F: Records and Information, which contains directions to Stevedores regarding the keeping of records and the provision of information by Stevedores and Carriers pursuant to clause 18Z of the Regulation; and
- (g) Part G: Invoicing of Financial Penalties, which prescribes certain matters with respect to the invoicing of Financial Penalties payable under the Regulation for the purpose of clause 18Z of the Regulation.

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## 6 Dictionary and interpretation

- (a) A term or expression starting with a capital letter that is defined in Schedule 1 (the **Dictionary**), has the meaning given to it in the Dictionary.
- (b) The interpretation rule in the Dictionary sets out rules of interpretation for this document.

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## PART B: CARRIER MANDATORY STANDARDS

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### 7 Trucks must use In Gates and Out Gates

A Carrier must ensure that all of its Trucks:

- (a) only enter a Terminal at Port Botany by joining the Service Line for entry into that Terminal and by passing through an In Gate for that Terminal;
- (b) only exit a Terminal at Port Botany by passing through an Out Gate for that Terminal; and
- (c) do not enter or exit a Terminal at Port Botany by any means other than as set out in clauses 7(a) and 7(b).

Note: The matters prescribed in this clause are mandatory standards for the purpose clause 18N(1)(a) of the Regulation.

---

### 8 Carrier must not cancel a Booking within 24 hours

A Carrier must not cancel a Booking for a Slot less than 24 hours prior to the commencement of the Time Zone in which that Booking occurs.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clause 18P(1) of the Regulation.

Note 2: Under clause 13.3 a Stevedore must immediately make a cancelled Slot available to all Carriers for Booking.

Note 3: If a Carrier cancels a Booking after the commencement of the Time Zone in which that Booking occurs the Carrier will fail to comply with the mandatory standard relating to the arrival of Trucks in clause 18Q(1) of the Regulation.

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### 9 Stevedore Impacted Trucks

- (a) If a Carrier's Truck:
  - (i) Arrives at a Stevedore's Terminal for a Slot after the end of the Time Zone for that Slot; and
  - (ii) that Truck is a Stevedore Impacted Truck in respect of the Booking for that Slot,then:
  - (iii) the relevant Stevedore must not deny the Truck entry into that Stevedore's Terminal on the basis that the Truck has Arrived late at the Terminal;
  - (iv) any Financial Penalty required to be paid by the Carrier to the Stevedore in respect of that Truck on the basis that the Truck has Arrived late at the Terminal is reduced to \$0; and
  - (v) TTT commences in respect of that Truck at the time that it Arrives at the relevant Stevedore's Terminal.

- (b) For the purposes of this document, a Carrier's Truck (the **affected Truck**) is a Stevedore Impacted Truck in respect of a Booking for a Slot (the **affected Slot**) at a Stevedore's Terminal (the **affected Stevedore**) if the affected Truck Arrives for the affected Slot after the end of the Time Zone for that Slot, and either:
- (i) **(Weekday Period)** all of the following conditions are satisfied:
- (A) the affected Slot commences during a Weekday Period;
  - (B) the affected Truck Arrives at the affected Stevedore's Terminal for one or more earlier Slots:
    - (1) which commenced during the same Weekday Period as the affected Slot; and
    - (2) in respect of which the affected Stevedore fails to perform the Truck Services within the Truck Turnaround Time; and
  - (C) the length of time between the end of the Time Zone of the affected Slot and the time that the affected Truck Arrives at the affected Stevedore's Terminal for the affected Slot is less than or equal to the aggregate amount of time in excess of the Truck Turnaround Time that it takes for the affected Stevedore to perform the Truck Services in respect of the Slots referred to in clause 9(b)(i)(B); or
- (ii) **(Weekend Period)** all of the following conditions are satisfied:
- (A) the affected Slot commences during a Weekend Period;
  - (B) the affected Truck Arrives at the affected Stevedore's Terminal for one or more earlier Slots:
    - (1) which occurred in any of the 12 consecutive Time Zones immediately prior to the Time Zone in which the affected Slot occurs; and
    - (2) in respect of which the affected Stevedore fails to perform the Truck Services within the Truck Turnaround Time; and
  - (C) the length of time between the end of the Time Zone of the affected Slot and the time that the affected Truck Arrives at the affected Stevedore's Terminal for the affected Slot is less than or equal to the aggregate amount of time in excess of the Truck Turnaround Time that it takes for the affected Stevedore to perform the Truck Services in respect of the Slots referred to in clause 9(b)(ii)(B).

Note: The matters prescribed in this clause are matters prescribed pursuant to clauses 18T(6) and 18X(3) of the Regulation.

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## 10 Other circumstances in which Financial Penalties for failure to comply with carrier mandatory standards are reduced

### 10.1 Unforeseen Events

Any Financial Penalty that is payable by a Carrier for a failure to comply with a mandatory standard is reduced to \$0 in the following circumstance:

- (a) the Carrier is unable to comply with that mandatory standard because of an Unforeseen Event; and
- (b) the Carrier provides detailed particulars of the Unforeseen Event in writing to Sydney Ports and the relevant Stevedore no less than 24 hours after it occurs.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(3) of the Regulation.

### 10.2 Truck arrives to fulfil two or more Bookings in the same Time Zone for different Carriers

Any Financial Penalty that is payable by a Carrier for a failure to comply with the mandatory standard in clause 18Q(1) of the Regulation is reduced to \$0 in the following circumstance:

- (a) the Carrier's Truck Arrives at a Terminal at Port Botany and is manifest in respect of two or more Bookings in the same Time Zone; and
- (b) the Bookings were made by different Carriers (including, for example, where the Truck has Arrived at a Terminal to unload a Container on behalf of one Carrier and load another Container on behalf of another Carrier); and
- (c) the Carrier's Booking was not the first of those Bookings to be manifested.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(3) of the Regulation.

### 10.3 Early Arrivals

Any Financial Penalty that is payable by a Carrier for a failure to comply with the mandatory standard in clause 18Q(1) of the Regulation is reduced to \$0 in either of the following circumstance:

- (a) at the time the Carrier's Truck Arrives at the relevant Terminal a designated Truck Marshalling Area is not available for early arriving Trucks; or
- (b) at the time the Carrier's Truck Arrives at the relevant Terminal the Truck is accepted by the relevant Stevedore notwithstanding its Early Arrival.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(3) of the Regulation.

Note 2: If a Stevedore accepts an early arriving Truck into its Terminal then, for the purposes of clause 12, TTT applies in respect of that Truck from commencement of the relevant Time Zone and not from when that Truck Arrives at that Stevedore's Terminal.

### 10.4 Transitional Period

Any Financial Penalty that is payable by a Carrier for a failure to comply with a mandatory standard is reduced to \$0 in circumstances where that failure occurs during the period commencing on the date that these mandatory standards take effect and ending on the date that these mandatory standards are varied to delete this clause.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(3) of the Regulation.

Note 2: Clause 18H of the Regulation prescribes the procedure for setting and notifying any amendment of the mandatory standards

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## PART C: STEVEDORE MANDATORY STANDARDS

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### 11 Digital clocks at In Gates

A Stevedore must ensure that a digital clock is located at or within close proximity to each In Gate for its Terminal at Port Botany and that each digital clock is:

- (a) accurate;
- (b) synchronised with the systems that the Stevedore may use to determine whether a Carrier has performed in accordance with these mandatory standards; and
- (c) of sufficient size and conspicuously positioned such that it is visible from the cabin of a Truck from a distance of at least 50 metres from that In Gate.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 18N(1)(c) of the Regulation.

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### 12 Truck Services

For each Truck that Arrives at a Stevedore's Terminal pursuant to a Booking and for the purpose of receiving Truck Services a Stevedore must perform the Truck Services in full within the applicable Truck Turnaround Time.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clause 18S(1) of the Regulation.

Note 2: For the purposes of this document, if a Stevedore fails to perform Truck Services in respect of which a Booking for a Slot has been made then that Stevedore will fail to comply with the mandatory standard prescribed by this clause unless the reason for that failure is due to the Carrier's failure to comply with clause 18R(1) of the Regulation.

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### 13 Cancellation of Bookings and Time Zones

#### 13.1 Minimum Period of Time Zone

A Stevedore must not prescribe a Time Zone which is less than 60 minutes.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 18K(1) of the Regulation.

#### 13.2 Cancellation of Bookings

A Stevedore must not cancel a Booking for a Slot or Slots unless:

- (a) that Booking has been cancelled because the Stevedore has cancelled the entire Time Zone in which that Booking occurs in accordance with this clause 13;
- (b) that Booking has not been made by or at the request of a Carrier; or
- (c) it has received the prior approval of Sydney Ports.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 18U(1) of the Regulation.

### 13.3 Stevedore must make Carrier cancelled Slot available

If a Carrier cancels a Booking for a Slot at a Terminal the relevant Stevedore must:

- (a) immediately make the cancelled Slot available to all Carriers for Booking; and
- (b) accept a Booking for that cancelled Slot before accepting a Booking for any other Slot which occurs in the same Time Zone as the cancelled Slot.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 18P(1) of the Regulation.

### 13.4 Cancellation of Time Zones

- (a) A Stevedore must not cancel an entire Time Zone unless it is due to an Unforeseen Event or is necessary to do so to address reasonable concerns regarding the safety of a person or persons.
- (b) A Stevedore must give notice of the cancellation of an entire Time Zone to the following persons prior to the commencement of that Time Zone or, if that is not possible, as soon as possible after the commencement of that Time Zone to:
  - (i) Sydney Ports;
  - (ii) every Carrier affected by the cancellation of the entire Time Zone; and
  - (iii) every VBS Service Provider.
- (c) A notice given under clause 13.4(b) must provide detailed particulars of the reasons for cancelling the entire Time Zone.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 18V(1) of the Regulation.

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## 14 Slots

### 14.1 Minimum Number of Slots per Hour

- (a) Each Stevedore must make available no less than the Minimum Number of Slots each Hour, 24 hours a day, in respect of which all Carriers can make Bookings.
- (b) Notwithstanding anything in these mandatory standards, a Stevedore may elect to make available more than the Minimum Number of Slots within each Hour in respect of which Carriers can make Bookings, however, for the avoidance of doubt, the Stevedore must comply with these mandatory standards in respect of the additional Slots which are made available.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of paragraph 18L(1) of the Regulation.

Note 2: If a Slot is made available by a Stevedore to accommodate the movement of an Off-Site Examination Container that Slot is not included in the Minimum Number of Slots required to be made available by that Stevedore under this clause and must be made available in addition to such Minimum Number of Slots.

### 14.2 Slot Bookings

- (a) The Minimum Number of Slots to be made available by a Stevedore each Hour must be made available by that Stevedore for Bookings at least 2 Working Days prior to the commencement of that Hour unless it has received the prior approval of

Sydney Ports to make one or more of those Slots available for a period that is less than 2 Working Days prior to the commencement of that Hour.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 18M(1) of the Regulation.

- (b) A Stevedore (and, if applicable, its VBS Service Provider) must not make a booking, or accept a Booking, for a Container to be loaded or unloaded onto or from a Truck at that Stevedore's Terminal unless that Booking has been made through that Stevedore's VBS.
- (c) A Booking made through a Stevedore's VBS must contain the information that is required to be given by a Carrier to Sydney Ports in accordance with the direction in clause 31.

Note 1: It is expected that Sydney Ports will give notice to Stevedores that the required information has been received from a Carrier after the information has been received.

Note 2: The matters prescribed in this clause are mandatory standards for the purpose of clause 18J(1) of the Regulation.

### 14.3 Financial Penalties reduced for certain slots

- (a) If:
  - (i) a Stevedore makes a Booking on a Carrier's behalf for a Slot that has been chosen by the Stevedore; or
  - (ii) a Carrier is otherwise required by a Stevedore to make a Booking for a Slot that has been chosen by the Stevedore,

because the Stevedore, acting reasonably and in good faith, considers that the relevant Container is hazardous and needs to be processed expeditiously (**Red Line Hazardous**), then:

- (iii) in such circumstances any Financial Penalty that is payable in respect of that Slot for a failure to comply with the mandatory standards relating to any of the following are reduced to \$0:
  - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot;
  - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot;
  - (C) the Truck Services performed in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
  - (D) the Truck Turnaround Times in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
- (iv) without limiting clause 14.3(a)(iii), the Slot is not included in the Minimum Number of Slots required to be made available under clause 14.1 and must be made available in addition to such Minimum Number of Slots.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clauses 18X(3) and 18L(1) of the Regulation.

- (b) If:
- (i) a Stevedore makes a Booking on a Carrier's behalf for a Slot that has been chosen by the Stevedore; or
  - (ii) a Carrier is otherwise required by a Stevedore to make a Booking for a Slot that has been chosen by the Stevedore,
- because the Stevedore, acting reasonably and in good faith, considers that the relevant Container cannot be handled using standard equipment or standard practices employed by the Stevedore to handle Containers (**Out Of Gauge**), then:
- (iii) in such circumstances any Financial Penalty that is payable in respect of that Slot for a failure to comply with the mandatory standards relating to any of the following are reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot;
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot;
    - (C) the Truck Services performed in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
    - (D) the Truck Turnaround Times in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
  - (iv) without limiting clause 14.3(b)(iii), the Slot is not included in the Minimum Number of Slots required to be made available under clause 14.1 and must be made available in addition to such Minimum Number of Slots.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clauses 18X(3) and 18L(1) of the Regulation.

- (c) If a Carrier makes a Booking for a Slot that is an Empty Bulk Stack Run Booking, then:
- (i) in such circumstances any Financial Penalty that is payable in respect of that Slot for a failure to comply with the mandatory standards relating to any of the following are reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot;
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot;
    - (C) the Truck Services performed in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
    - (D) the Truck Turnaround Times in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
  - (ii) without limiting clause 14.3(c)(i), the relevant Slots are not included in respect of the Minimum Number of Slots required to be made available under clause 14.1 and must be made available in addition to such Minimum Number of Slots.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 18X(3) and 18L(1) of the Regulation.

- (d) If a Carrier makes a Booking for a Slot that is a Full Bulk Stack Run Booking, then:
- (i) in such circumstances any Financial Penalty that is payable in respect of that Slot for a failure to comply with the mandatory standards relating to any of the following are reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot;
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot;
    - (C) the Truck Services performed in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
    - (D) the Truck Turnaround Times in respect of the Truck that Arrives at the relevant Terminal in respect of that Slot; and
  - (ii) without limiting clause 14.3(d)(i), the relevant Slots are not included in respect of the Minimum Number of Slots required to be made available under clause 14.1 and must be made available in addition to such Minimum Number of Slots.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 18X(3) and 18L(1) of the Regulation.

## 15 Other circumstances in which Financial Penalties for failure to comply with stevedore mandatory standards are reduced

### 15.1 Unforeseen Events

Any Financial Penalty that is payable by a Stevedore for a failure to comply with a mandatory standard is reduced to \$0 in the following circumstances:

- (a) the Stevedore is unable to comply with a mandatory standard because of an Unforeseen Event; and
- (b) the Stevedore provides detailed particulars of the Unforeseen Event in writing to Sydney Ports and the relevant Carrier(s) within 60 minutes after it occurs.

Note: The matters prescribed in this clause are mandatory standards pursuant to clause 18X(3) of the Regulation.

### 15.2 Reduction of number of Slots offered per Hour

- (a) Any Financial Penalty that payable by a Stevedore for a failure to comply with the mandatory standard in clause 14.1 in respect of the number of Slots to be made available by that Stevedore in one or more Hours is reduced to \$0 in the following circumstances:
  - (i) Sydney Ports approves a reduction in the Minimum Number of Slots to be made available by that Stevedore in each affected Hour;

- (ii) the Stevedore makes available no less than the reduced Minimum Number of Slots in each affected Hour in respect of which all Carriers can make Bookings; and
- (iii) the Stevedore gives notice of the reduced number of Slots for each affected Hour to every Carrier within one hour after receiving the approval of Sydney Ports; and
- (iv) Sydney Ports has not revoked its approval before the time that the failure occurs.

Note : For the purposes of clause 15.2(a)(iii) it will be sufficient to for a Stevedore to give notice to Carriers using that Stevedore's VBS.

- (b) If Sydney Ports gives approval under clause 15.2(a) it may notify Carriers and any other person or class of persons (including the public at large) of the reduction in the number of Slots the Stevedore will make available in each affected Hour below the Minimum Number of Slots, by publishing such notice on the Sydney Ports website.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(3) of the Regulation.

Note 2: A Stevedore must make available the reduced Minimum Number of Slots in each affected Hour in accordance with all other applicable mandatory standards.

Note 3: Clause 13.4 applies if a Stevedore wishes to cancel an entire Time Zone.

Note 4: Under this clause, Sydney Ports may approve a reduction in the Minimum Number of Slots on a temporary or indefinite basis, including for a period or periods during which certain circumstances exist.

Note 5: For revocation by Sydney Ports of its approval, see clause 2(r) of Schedule 1.

### 15.3 Failure by a Carrier to provide information to Sydney Ports

Any Financial Penalty that is payable by a Stevedore to a Carrier for a failure to comply with a mandatory standard is reduced to \$0 in circumstances where, at the time of the failure, the Carrier has not given Sydney Ports the information that is required to be given by that Carrier in accordance with the direction in clause 31.

Note: It is expected that Sydney Ports will give notice to Stevedores that the required information has been received from a Carrier after the information has been received.

### 15.4 Transitional Period

Any Financial Penalty that is payable by a Stevedore for a failure to comply with a mandatory standard is reduced to \$0 in circumstances where that failure occurs during the period commencing on the date that these mandatory standards take effect and ending on the date that these mandatory standards are varied to delete this clause.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(3) of the Regulation.

Note 2: Clause 18H of the Regulation prescribes the procedure for setting and notifying any amendment of the mandatory standards.

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## PART D: REGULATION OF CHARGES

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### 16A Time that directions in this Part take effect

The directions in clauses 16, 17 and 18 take effect on the date that these mandatory standards are varied to delete clauses 10.4 and 15.4.

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### 16 Storage

- (a) A Stevedore must not require the payment of any charge in respect of the storage of an Import Container for a day that is not a Working Day.
- (b) A Stevedore must not require the payment of any charge in respect of the storage of an Import Container for the first 3 Working Days after storage commences.
- (c) If:
  - (i) a Container stored at a Stevedore's Terminal is required to be transported temporarily from the terminal for regulatory or other purposes not initiated by the owner or importer of the contents of that Container or any of their respective agents, employees, officers or representatives;
  - (ii) that Container is not returned to the Stevedore's Terminal and available for collection at least 48 hours prior to the time that storage charges will commence to apply in respect of that Container; and
  - (iii) all information that is required to determine the need for temporarily removing that Container from the Stevedore's Terminal has been provided within the time that such information is required to be provided under applicable rules, regulations, procedures or other enforceable requirements,

then the Stevedore must not require the payment of any charge in respect of the storage of that Container for the day the Container is returned to the Stevedore's Terminal and for the next 2 Working Days after that day.

Note 1: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 18W(1) of the Regulation.

Note 2: Subject to clause 16(c), all movements of Off-Site Examination Containers are subject to the matters prescribed by this document.

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### 17 Charging for matters addressed by mandatory standards

A Stevedore must not impose any charge on a Carrier in respect of:

- (a) the time that a Truck Arrives at the relevant Terminal for a Booking;
- (b) the failure of a Truck to Arrive at the relevant Terminal for a Booking; or
- (c) the cancellation of a Booking.

Note 1: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 18W(1) of the Regulation.

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Note 2: The Regulation prescribes Financial Penalties which, subject the circumstances prescribed in these mandatory standards, are recoverable by stevedores in respect of the above matters.

## 18 Introducing new charges or increasing existing charges

- (a) A Stevedore must not, and must ensure that its VBS Service Provider does not:
- (i) increase a charge that is required to be paid by any person in connection with the operation or provision of land-based facilities and services at the relevant Terminal as at the Commencement Date; or
  - (ii) require the payment of a charge by any person that is not as at the Commencement Date required to be paid by a person in connection with the operation or provision of facilities and services at the relevant Terminal,
- for the purpose (even if not the sole or dominant purpose) of recovering all or any part of the cost of paying Financial Penalties under the Regulation which the Stevedore is required to pay to Carriers in accordance with this document.
- (b) If a Stevedore or its VBS Service Provider proposes to:
- (i) increase any charge that is or may be required to be paid in connection with the operation or provision of land-based facilities and services at the relevant Terminal as at the Commencement Date; or
  - (ii) requires the payment of any charge that is not as at the Commencement Date required to be paid in connection with the operation or provision of land-based facilities and services at the relevant Terminal,
- the Stevedore must not do so, and must procure that its VBS Service Provider does not do so, unless at least 60 days prior written notice of the increase (in the case of clause 18(b)(i)) or of the new charge (in the case of clause 18(b)(ii)) is given to Sydney Ports and that notice complies with clause 18(c).
- (c) A notice given under this clause 18(c) must provide detailed reasons, including all supporting information and data, for the increase (in the case of clause 18(b)(i)) or the new charge (in the case of clause 18(b)(ii)).
- (d) If Sydney Ports notifies a Stevedore that it requires information in addition to the information provided in a notice given by that Stevedore under clause 18(c) the Stevedore must comply with that notice.
- (e) If, before the expiry of the 60 day period referred to in clause 18(b), Sydney Ports notifies a Stevedore that it considers that the purpose (even if not the sole or dominant purpose) of a proposed increase (in the case of clause 18(b)(i)) or of a proposed new charge (in the case of clause 18(b)(ii)) is to recover all or any part of the cost of paying Financial Penalties under the Regulation which the Stevedore is required to pay to Carriers in accordance with this document, the Stevedore must not implement that increase (in the case of clause 18(b)(i)) or that charge (in the case of clause 18(b)(ii)).

Note 1: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 18W(1) of the Regulation

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## PART E: DETERMINING CERTAIN MATTERS FOR THESE MANDATORY STANDARDS

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### 19 Determining the Service Line

For the purposes of these mandatory standards:

- (a) the Service Line for the DP World Terminal is identified in section 1 of Schedule 2; and
  - (b) the Service Line for the Patrick Terminal is identified in section 2 of Schedule 2.
- 

### 20 Determining when a Truck Arrives

For the purposes of these mandatory standards a Truck is deemed to have arrived for a Booking at a Terminal:

- (a) at the time when that Truck has entered that Terminal at Port Botany through an In Gate; or
  - (b) at the time notified by Sydney Ports to the relevant Stevedore to be the time that that Truck arrived at that Terminal on the basis of data and information gathered by Sydney Ports, provided that time is not later than the time referred to in clause 20(a).
- 

### 21 Determining when a Truck joins, or fails to join, a Service Line

For the purposes of determining when a Truck joins or fails to join a Service Line under these mandatory standards, a Truck is deemed to have so joined or failed to join the Service Line at the time notified by Sydney Ports to the relevant Stevedore to be the time that that Truck has joined or failed to join the Service Line on the basis of data and information gathered by Sydney Ports.

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### 22 Determining the extended arrival period

The **extended arrival period** is the period determined by Sydney Ports from time to time and notified by Sydney Ports on its website in accordance with clause 18Q(4) of the Regulation.

Note: At the time of publication of these mandatory standards in the Gazette the extended arrival period was determined by Sydney Ports to be the period of 60 minutes.

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### 23 Determining the Truck Turnaround Time

For the purposes of these mandatory standards the Truck Turnaround Time (or TTT) for each Stevedore is the applicable timeframe determined in accordance with Schedule 3.

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## 24 Determining the Minimum Number of Slots

For the purposes of these mandatory standards the Minimum Number of Slots is 50.

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## 25 Determining matters relating to Truck Trips

### 25.1 Determining when a Truck Trip has been completed

For the purposes of these mandatory standards, a Truck Trip in connection with a Booking or Bookings is deemed to have been completed when Sydney Ports determines that the Truck Trip in connection with that Booking or Bookings has been completed on the basis of data and information gathered by Sydney Ports.

### 25.2 Back-to-back Bookings at different Terminals

If a Carrier makes:

- (a) a Booking for a Container to be unloaded from or loaded onto a Truck at a Terminal at Port Botany (in this example, "Terminal A"); and
- (b) an additional Booking for another Container to be unloaded from or loaded onto the same Truck at any other Terminal at Port Botany (in this example, "Terminal B");

then for the purposes of these mandatory standards the relevant Truck is deemed to have made two Truck Trips (that is, one Truck Trip in respect of each Booking).

### 25.3 Trucks that are manifest in respect of two or more Bookings by same Carrier at same Terminal

If a Truck Arrives at a Terminal at Port Botany and is manifest in respect of two or more Bookings made by the same Carrier at the same Terminal at Port Botany, then for the purposes of these mandatory standards the relevant Truck is deemed to have made one Truck Trip in connection with all such Bookings.

### 25.4 Trucks that are manifest in respect of two or more Bookings by different Carriers at same Terminal

If a Truck Arrives at a Terminal at Port Botany and is manifest in respect of two or more Bookings in the same Time Zone made by different Carriers in respect of the same Terminal at Port Botany (including, for example, where the Truck has Arrived at a Terminal to unload a Container on behalf of one Carrier and load another Container on behalf of another Carrier), then for the purposes of these mandatory standards the relevant Truck will be deemed to have made one Truck Trip in connection with both Bookings.

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## 26 Determining whether Job Completion is achieved

For the purposes of these mandatory standards a Stevedore will be deemed to have achieved Job Completion when:

- (a) the Stevedore has completed the Truck Services to be performed by it in respect of a Truck; and
- (b) the Stevedore's operating system records that the "Truck job" is complete.

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## PART F: RECORDS AND INFORMATION

### 27 Records and data to be collected, created and retained by a Stevedore

Each Stevedore must create, collect and retain the records and data specified in sections 1 and 3 of Schedule 4 in an accessible and secure electronic form for a period of at least 7 years from the date of their creation.

Note: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 18Z(1) of the Regulation.

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### 28 Records and data to be provided to Sydney Ports

- (a) Each Stevedore must provide to Sydney Ports the records and data specified in sections 2 and 4 of Schedule 4 in the format and at the times determined in accordance with this clause 28.
- (b) For the purposes of clause 28(a):
  - (i) the required format is CSV unless a different format is specified in Schedule 4; and
  - (ii) the data and records specified in sections 2 and 4 of Schedule 4 must be provided within the applicable time period specified in Schedule 4.

Note: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 18Z(1) of the Regulation.

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### 29 Stevedores must take steps to protect loss of or corruption to data and records

Each Stevedore must take all reasonable and prudent steps to ensure that the data and records that it is required to collect, create and retain under this document is protected from loss of or corruption to such data and records, including by creating back-up copies of such data and records where it would be reasonable and prudent to do so.

Note: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 18Z(1)(c) of the Regulation.

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### 30 Stevedores to notify location of each In Gate and Out Gate

- (a) Within 14 days after the Commencement Date, each Stevedore must notify Sydney Ports of:
  - (i) the location of each In Gate for that Stevedore's Terminal; and
  - (ii) the location of each Out Gate for that Stevedore's Terminal.
- (b) If a Stevedore proposes to change the location of an In Gate or an Out Gate from that which has been notified to Sydney Ports it must give Sydney Ports at least 30 days prior notice of the new location of that In Gate or Out Gate (as the case may be).

Note: The matters prescribed by this clause constitute a direction to each Stevedore pursuant to clause 18Z(1) of the Regulation.

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### 31 Carriers to provide information to Sydney Ports

- (a) Within 14 days after the Commencement Date, each Carrier must promptly provide to Sydney Ports the following details:
  - (i) the Carrier's name and ABN;
  - (ii) the Carrier codes or unique identification numbers that are used by or assigned to the Carrier in respect of each VBS;
  - (iii) the Carrier's address for invoicing purposes;
  - (iv) the name and contact details of the Carrier's first point of contact for queries or invoices;
  - (v) the vehicle registration number of each of the Carrier's Trucks; and
  - (vi) any other details notified by Sydney Ports as information that it requires in order to be able to develop and implement a solution for monitoring the movement of Trucks in and/or within the vicinity of Port Botany.
- (b) If there is any change to the information that a Carrier provides to Sydney Ports in accordance with clause 31(a), or if that information otherwise becomes inaccurate, incomplete or misleading in any way, that Carrier must notify Sydney Ports and provide such new information to Sydney Ports as is necessary to ensure that the information is not inaccurate, incomplete or misleading.

Note: The matters prescribed by this clause constitute a direction to each Carrier pursuant to clause 18O(1) of the Regulation.

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## PART G: INVOICING OF FINANCIAL PENALTIES

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### 32 Stevedore Invoicing of Financial Penalties

#### 32.1 Invoicing for Financial Penalties payable by a Carrier

A Stevedore must ensure that each invoice that it issues to a Carrier for payment of Financial Penalties:

- (a) clearly itemises each Booking Record of the Carrier at that Stevedore's Terminal;
- (b) clearly identifies whether any Financial Penalty is payable by the Carrier to the Stevedore because the Carrier has failed to comply with a mandatory standard in respect of the events which comprise that Booking Record, and, if so, the amount of that Financial Penalty;
- (c) clearly identifies whether any Financial Penalty is payable by the Stevedore to the Carrier because the Stevedore has failed to comply with a mandatory standard in respect of the events which comprise that Booking Record and, if so, the amount of that Financial Penalty;
- (d) clearly identifies the total amount (if any) of the Financial Penalties payable by the Carrier for the period covered by the invoice because the Carrier failed to comply with mandatory standards;
- (e) clearly identifies the total amount (if any) of the Financial Penalties payable by the Stevedore for the period covered by the invoice because the Stevedore failed to comply with mandatory standards;
- (f) provides sufficient information about each of the Financial Penalties referred to in the above paragraphs to allow the Carrier to verify that they are accurate and have correctly been included on the invoice; and
- (g) does not include any charges (other than Financial Penalties) that are payable by a Stevedore to a Carrier, or by a Carrier to a Stevedore (as the case may be).

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(1) of the Regulation.

#### 32.2 Transitional Period

A Stevedore must not issue invoices for Financial Penalties during the period commencing on the date that these mandatory standards take effect and ending on the date that these mandatory standards are varied to delete this clause.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clauses 18X(1) and 18X(3) of the Regulation.

Note 2: Clause 18H of the Regulation prescribes the procedure for setting and notifying any amendment of the mandatory standards.

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## 33 Stevedore self-invoicing

### 33.1 Invoicing for Financial Penalties payable by a Stevedore

- (a) If any Financial Penalty is payable by a Stevedore to the Carrier the Stevedore must generate and issue to itself an invoice for such Financial Penalties and pay them to that Carrier without set-off or deduction within the time required under the Regulation as if that invoice were received from that Carrier.
- (b) If a Stevedore is required to generate an invoice pursuant to clause 33.1(a) in respect of any Financial Penalty payable to a Carrier it must provide a copy of that invoice to the Carrier and the invoice must:
  - (i) clearly itemise each Booking Record of the Carrier at that Stevedore's Terminal;
  - (ii) clearly identify whether any Financial Penalty is payable by the Stevedore to the Carrier because the Stevedore has failed to comply with a mandatory standard in respect of the events which comprise that Booking Record and, if so, the amount of that Financial Penalty;
  - (iii) clearly identify the total amount (if any) of the Financial Penalties payable by the Stevedore for the period covered by the invoice because the Stevedore failed to comply with mandatory standards; and
  - (iv) provide sufficient information about each of the Financial Penalties referred to in the above paragraphs to allow the Carrier to verify that they are accurate and have correctly been included on the invoice.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(1) of the Regulation.

### 33.2 Transitional Period

A Stevedore or a Carrier must not issue invoices for Financial Penalties during the period commencing on the date that these mandatory standards take effect and ending on the date that these mandatory standards are varied to delete this clause.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clauses 18X(1) and 18X(3) of the Regulation.

Note 2: Clause 18H of the Regulation prescribes the procedure for setting and notifying any amendment of the mandatory standards.

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## 34 Billing cycle

- (a) Invoices for the payment of Financial Penalties must be issued on the basis of a rolling 7 day billing cycle.
- (b) Invoices for a billing cycle must be issued within 7 days after the end of that billing cycle.

Note 1: For example, if a Carrier incurs Financial Penalties at a Stevedore's Terminal during a billing cycle the Stevedore must issue an invoice for those Financial Penalties to that Carrier within 7 days after the end of that billing cycle.

Note 2: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(1) of the Regulation.

Note 3: Clause 18X(2) of the Regulation prescribes the period in which the invoice for Financial Penalties must be paid.

Note 4: Pursuant to clauses 18X(4) & (5) of the Regulation, a Financial Penalty is recoverable as a debt and the amount of a Financial Penalty does not include GST if any applicable GST is payable.

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## 35 Reliance on data and records of Stevedores

- (a) A Stevedore must determine:
- (i) whether a Carrier has failed to comply with the mandatory standards at its Terminal;
  - (ii) whether that Stevedore has failed to comply with the mandatory standards;
  - (iii) the amount of Financial Penalties payable by Carriers to that Stevedore; and
  - (iv) the amount of Financial Penalties payable by that Stevedore to Carriers, solely by reference to:
    - (v) the Stevedore's own data and records;
    - (vi) data and records of that Stevedore's VBS system or VBS Service Provider; and
    - (vii) data supplied by Sydney Ports.
- (b) Stevedores must act reasonably and in good faith, and must apply the priority rules set out in clause 35(c), when making such determinations on the basis of such data, information and records.
- (c) If there is any inconsistency between the data and records of a Stevedore, the data and records of a Stevedore's VBS Service Provider and the data and records of Sydney Ports, the following order of precedence will apply to the extent of such inconsistency, such that the data and records listed higher in the order of precedence will prevail over the data and records listed lower in the order of precedence to the extent of such inconsistency:
- (i) data and records of Sydney Ports;
  - (ii) data and records of the Stevedore's VBS or the Stevedore's VBS Service Provider; and
  - (iii) data and records of the Stevedore.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(1) of the Regulation.

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## 36 Copies of invoices to be provided to Sydney Ports

Each Stevedore must provide a copy of each invoice that is issued for Financial Penalties (including invoices to which clause 33 applies) to Sydney Ports within 7 days after the date on which that invoice has been issued.

Note: The matters prescribed by this clause constitute a direction to each Stevedore pursuant to clause 18Z(1) of the Regulation.

### 37 Invoicing Related Bodies Corporate

- (a) If a Carrier incurs a Financial Penalty that is payable to a Stevedore and that Carrier and that Stevedore are each a part of the same entity or are Related Bodies Corporate, then the Stevedore must issue an invoice to that Carrier for the Financial Penalty in accordance with clause 32.
- (b) If a Stevedore incurs a Financial Penalty that is payable to a Carrier and that Carrier and that Stevedore are each a part of the same entity or are Related Bodies Corporate, then the Stevedore must issue to itself an invoice for the Financial Penalty in accordance with clause 33.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 18X(1) of the Regulation

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## Schedule 1 — Dictionary

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### 1 Dictionary

In this document:

**Arrive** means, in respect of a Truck, the time that that Truck is deemed to have arrived for a Booking at a Terminal in accordance with clause 20.

**Booking** has the meaning given to that term in the Regulation.

**Booking Record** means, in respect of a Carrier, all information and events relating to a Booking made by that Carrier for the period commencing when that Booking is made and ending on the occurrence of any of the following:

- (a) the time when the Truck Services have been performed in full in respect of that Booking;
- (b) the time that a Stevedore fails to perform Truck Services in respect of the applicable Slot or declares to the relevant Carrier or Truck driver that the Stevedore will not perform Truck Services in respect of that Slot;
- (c) the time that Booking is cancelled; or
- (d) the time that the Truck which arrives for that Booking is refused entry into the relevant Terminal on the basis that it has arrived late in breach of the mandatory standard in clause 18Q(1) of the Regulation or is refused Truck Services on the basis of a failure to comply with the mandatory standard in clause 18R(1) of the Regulation.

**Carrier** has the meaning given to that term in the Regulation.

**Commencement Date** means the date that the mandatory standards and the other matters prescribed in this document first take effect as set out in clause 2.

**Container** means any shipping, freight or intermodal container or other like transport and storage unit for moving products or materials between locations.

**Corporations Act** means *Corporations Act 2001* (Cth).

**Dictionary** has the meaning given to that term in clause 6(a).

**DP World Terminal** means the container terminal located at 36-42 Friendship Road, Port Botany, NSW, 2036.

**Early Arrival** will occur in respect of a Truck if that Truck Arrives at a Terminal for a Booking before the commencement of the Time Zone for that Booking.

**Empty Bulk Stack Run Booking** means a Booking that is made for the purposes of loading or unloading an empty Container together with at least 20 other empty Containers.

**Export Container** means a Container that is to be unloaded from a Truck at a Terminal and which enters or is to enter that Terminal in respect of a Booking.

**Extended Arrival Period** means the *extended arrival period* referred to in clause 22.

**Financial Penalty** means a financial penalty imposed by the Regulation (not being a penalty for an offence).

**Full Bulk Stack Run Booking** means a Booking that is made for the purposes of loading or unloading a Container (other than an empty Container) together with at least 20 other Containers which are not empty Containers.

**Hour** means, in respect of each day, the period of 60 minutes commencing at 12:00am on that day and each consecutive period of 60 minutes thereafter until the expiry of that day.

**Import Container** means a Container that is to be loaded on to a Truck at a Terminal and which exits or is to exit that Terminal in respect of a Booking.

**In Gate** means, in respect of a Terminal, each gate notified as an In Gate for that Terminal in accordance with clause 30(a)(i).

**Job Completion** is determined in accordance with clause 26 of this document.

**Late Arrival** will occur in respect of a Truck if that Truck Arrives at a Terminal for a Booking after the end of the Time Zone for that Booking but within the Extended Arrival Period and that Truck is permitted entry by the Stevedore.

**Minimum Number of Slots** means the applicable number of Slots which a Stevedore must make available at its Terminal each Hour in respect of which all Carriers can make Bookings in accordance with clause 14.1.

**Minister** means the Minister for Ports and Waterways, and in the absence of such a Minister, the Minister in the New South Wales Government responsible for the administration of the *Ports and Maritime Administration Act 1995*.

**No Show** will occur in respect of a Truck if that Truck Arrives at a Terminal for a Booking:

- (a) if the Truck Arrives after the end of the Time Zone for that Booking and within the Extended Arrival Period but is denied entry by the Stevedore;
- (b) if the Truck Arrives after the end of the Time Zone for that Booking and after the end of the Extended Arrival Period;
- (c) if the Carrier cancels a Booking for a Slot after the commencement of the Time Zone for that Booking;
- (d) if the Truck is not capable of receiving the Truck Services to be performed in respect of that Booking; or
- (e) if the Carrier does or fails to do anything which prevents the relevant Stevedore from performing Truck Services in respect of that Truck for that Booking.

**Off-Site Examination Container** means a Container that is required to be transported temporarily from the terminal for regulatory or other purposes.

**Out Gate** means, in respect of a Terminal, each gate that is determined to be an Out Gate for that Terminal in accordance with clause 30(a)(ii).

**Out Of Gauge** has the meaning given to that term in clause 14.3(b).

**Patrick Terminal** means the container terminal located at 7 Penrhyn Road, Port Botany NSW, 2036.

**Port Botany** has the meaning given to that term in the Regulation.

**Port Botany Access Road** means any of Simblist Road, Penrhyn Road, Bumborah Point Road, Friendship Road and Foreshore Road, Port Botany, NSW.

**Rail Car** has the meaning given to that term in the Regulation. A Rail Car may also be known as a 'rail wagon'.

**Train Trip** means the entry into and subsequent exit from a Terminal at Port Botany by a train pursuant to a booking for the purposes of receiving Rail Servicing from the Stevedore operating that Terminal at Port Botany.

**Train Turnaround Time** means the time within which Rail Servicing is performed by a Stevedore in respect of a train.

**Rail Carrier** means a person engaged in a business of transporting shipping Containers or cargo to or from Port Botany by train. A Rail Carrier may also be known as a 'rail operator'.

**Rail Servicing** has the meaning given to that term in the Regulation.

**Rail Servicing Period** means the period during which Rail Servicing is to be performed by the Stevedore. A Rail Servicing Period may also be known as a 'stevedore window'.

**Regulation** means Part 2B of the *Ports and Maritime Administration Regulation 2007*.

**Red Line Hazardous** has the meaning given to that term in clause 14.3(a).

**Related Body Corporate** has the meaning given to that term in the Corporations Act.

**Service Line** means the service line location for a Terminal that is determined to be the Service Line for that Terminal in accordance with clause 19.

**Slot** has the meaning given to that term in the Regulation.

**Stevedore** has the meaning given to that term in the Regulation.

**Sydney Ports** has the meaning given to that term in the Regulation.

**Terminal** has the meaning given to that term in the Regulation.

**Time Zone** has the meaning given to that term in the Regulation.

**Truck** has the meaning given to that term in the Regulation.

**Truck Marshalling Area** means the designated area for marshalling Trucks as determined by Sydney Ports and notified to Stevedores and Carriers.

**Truck Services** has the meaning given to that term in the Regulation.

**Truck Trip** means the entry and subsequent exit of a Truck into a Terminal at Port Botany pursuant to a Booking or Bookings for the purposes of receiving Truck Services from the Stevedore operating that Terminal at Port Botany.

**Truck Turnaround Time** or **TTT** has the meaning given to that term in the Regulation and for the purposes of this document is determined in accordance with clause 23.

**Unforeseen Event** for the purposes of:

- (a) clause 10.1, means any of the following events or circumstances:
- (i) the closure of any Port Botany Access Road that:
    - (A) was not known to the relevant Carrier or Truck driver or could not be reasonably foreseen by the relevant Carrier or the Truck driver; and
    - (B) could not reasonably be avoided by the Truck driver (including by turning off the closed Port Botany Access Road and using an alternate Port Botany Access Road to access the relevant Terminal at Port Botany);
  - (ii) any fire, flood, earthquake, storm, lightning, cyclone, bush fire, landslide, epidemic, explosion, radioactive contamination, toxic or dangerous chemical contamination, risk to health or safety, natural disaster or force of nature;
  - (iii) act of war (whether declared or not), act of public enemy, riot, rebellion, insurrection, revolution, blockade, civil disturbance or any other unlawful act against public order or authority;
  - (iv) an industrial dispute, strike, lockout, boycott, work ban or other labour dispute or difficulty involving a port or transport related workers union (other than any such action by some or all the relevant Carrier's employees or contractors which does not form part of any national, state or industry wide activity); or
  - (v) an order, restraint, expropriation, quarantine, direction or embargo or any other act or omission of any government agency,

which:

- (vi) is not within the reasonable control of the relevant Truck driver, the relevant Carrier or any of its Related Bodies Corporate;
- (vii) could not have been reasonably anticipated by the Carrier or the Truck driver;
- (viii) alone or when taken together with any other such events, causes the Carrier to incur a Financial Penalty; and
- (ix) is not reasonably able to be prevented by the relevant Carrier (including its Truck driver) taking reasonable precautions and cannot reasonably be circumvented by the Carrier (including its Truck driver),

but does not include:

- (x) any failure, breakage, malfunction or reduction in capacity of information technology equipment, systems or networks, telecommunications networks or internet networks;
- (xi) regular operations of the Road and Traffic Authority, such as vehicle weighing inspections, fatigue monitoring, logbook inspections and load inspections; or

- (xii) any of the events or circumstances described in paragraph (i) that are localised such that it is reasonably practicable for the relevant Carrier or Truck driver to plan and use an alternate route to avoid the incurrence of a Financial Penalty; or
- (b) clause 13.4 and clause 15.1, means any of the following events or circumstances:
- (i) without limiting paragraph (vii) below, any significant weather events (including heavy rain, storms, lightning, cyclones, heavy fog and strong winds) that cause the cessation of Truck Services (excluding the operation of cranes due to heavy winds) due to occupational health and safety concerns;
  - (ii) any activities of emergency service providers (including police, fire department, ambulances and paramedics) at the Stevedore's Terminal that cause the cessation of Truck Services;
  - (iii) any power failure that causes a failure of the Stevedore's Terminal operating system including its VBS system;
  - (iv) any lighting failure that causes the cessation of Truck Services due to occupational health and safety concerns;
  - (v) any failure, breakage, malfunction or reduction in capacity of the Stevedore's Terminal operating system or a VBS of any VBS Service Provider that:
    - (A) continues for more than 60 minutes; and
    - (B) adversely impacts on the ability of the Stevedore to manage Truck Services;
  - (vi) any delay in the arrival of a vessel at the Stevedore's Terminal provided that the Stevedore provides notice to the Carrier of such delay within one hour of receiving official notice from the Vessel or Vessel Operator of such delay;
  - (vii) any fire, flood, earthquake, storm, lightning, cyclone, bush fire, landslide, epidemic, explosion, radioactive contamination, toxic or dangerous chemical contamination, risk to health or safety, natural disaster or force of nature;
  - (viii) act of war (whether declared or not), act of public enemy, riot, rebellion, insurrection, revolution, blockade, civil disturbance or any other unlawful act against public order or authority;
  - (ix) subject to paragraph (xvi) below, an industrial dispute, strike, lockout, boycott, work ban, or other labour dispute or difficulty involving the Stevedore's personnel that are directly involved in road operations; or
  - (x) an order, restraint, expropriation, quarantine, direction or embargo or any other act or omission of any government agency,

which:

- (xi) is not within the reasonable control of the Stevedore or any of its Related Bodies Corporate;
- (xii) could not have been reasonably anticipated by the Stevedore;
- (xiii) alone or when taken together with any other such events, causes the Stevedore to incur a Financial Penalty; and

(xiv) is not reasonably able to be prevented by the Stevedore taking reasonable precautions and cannot reasonably be circumvented by the Stevedore,

but does not include:

- (xv) any failure of operating equipment used at the Stevedore's Terminal (including Container handling equipment);
- (xvi) any Vessel-side delay that does not have any material impact on the performance of Truck Services; or
- (xvii) an industrial dispute, strike, lockout, boycott, work ban, or other labour dispute or difficulty involving the Stevedore's personnel that is pre-arranged and of which the Stevedore was aware in reasonably sufficient time so as to enable the Stevedore to cancel or rearrange affected Slots or Time Zones.

**VBS** means an online booking system provided by a Stevedore or its VBS Service Provider and used by Carriers to make, cancel or exchange Bookings or conduct other like business in respect of Bookings.

**VBS Service Provider** means a *stevedore service provider* as that term is defined in the Regulation.

**Vessel** means any vessel that docks, or has made arrangements to dock, at Port Botany for the purposes of loading or unloading a Container.

**Vessel Operator** means the owner or operator of a Vessel or Vessels.

**Weekday** means the calendar days of Monday, Tuesday, Wednesday, Thursday and Friday.

**Weekday Period** means a period of 12 consecutive Time Zones with the first such Time Zone being the first Time Zone that is scheduled to commence on or after 4pm on a Weekday other than a Friday.

**Weekend Period** means the period of 60 consecutive Time Zones with the first such Time Zone being the first Time Zone that is scheduled to commence on or after 4pm on a Friday.

**Working Day** means a day during which Truck Services were performed, or available to be performed, by the relevant Stevedore for a period of 12 hours or more.

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## 2 Interpretation

The following rules of interpretation apply to this document unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this document;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
  - (iii) a document includes all amendments or supplements to that document;
  - (iv) a clause, term or schedule is a reference to a clause, term or schedule to this document;
  - (v) this document includes all schedules to it;
  - (vi) a monetary amount is in Australian dollars;
  - (vii) a day, is a reference to a calendar day and where that reference relates to the measurement of time, it is a reference to the 24 hour period commencing at 12.00am on that day;
  - (viii) a charge, includes a reference to any fee, cost, levy, rate, contribution or other payment obligation;
  - (ix) a Truck or a Carrier's Truck, is a reference to a truck used for the purposes of the business of the Carrier by the Carrier or by an employee of or contractor or subcontractor to the Carrier;
  - (x) a mandatory standard, includes a reference to a mandatory standard prescribed by these mandatory standards and/or a mandatory standard prescribed by the Regulation;
- (g) where a person is required to promptly do or refrain from doing an act or acts, that person must do that act or acts as soon as practicable but in any event that person must do or refrain from doing that act or acts within 24 hours;
- (h) where a person is required to give notice then, unless otherwise stated, that notice must be given in legible writing and in English;
- (i) in determining the time of day, where relevant to the matters prescribed in this document, the relevant time of day is:
  - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
  - (ii) for any other purpose under this document, the time of day in the place where the party required to perform an obligation is located;
- (j) if there is any inconsistency between the main body of this document and its schedules, the following order of precedence will apply to the extent of such inconsistency, such that a document listed higher in the order of precedence will prevail over a document listed lower in the order of precedence to the extent of such inconsistency:
  - (i) the main body;

- (ii) Schedule 1; and
- (iii) all other schedules;
- (k) a reference to a cancelled Slot is a reference to a Slot that is the subject of a Booking which is subsequently cancelled;
- (l) a reference to Truck Services to be performed in respect of a Slot is a reference to the Truck Services the subject of a Booking for that Slot;
- (m) a reference to a Booking for a Slot is a reference to the relevant Booking that is made to secure that Slot but if that Booking also applies to one or more other Slots does not include a reference to that Booking in respect of those other Slots;
- (n) a reference to an entire Time Zone is a reference to all Bookings which are scheduled to occur in that Time Zone;
- (o) a reference to Arriving at a Terminal for a Slot is a reference to Arriving for a Booking for that Slot at that Terminal;
- (p) a reference to a Time Zone for a Slot is a reference to the relevant Time Zone in respect of which the booking for that Slot is scheduled to occur;
- (q) a person is deemed not to have received the approval of Sydney Ports unless:
  - (i) that person has received written notice, including for this purpose by way of email, from Sydney Ports that it approves the relevant thing or things which require approval; and
  - (ii) that notice is signed by a senior manager or manager of Sydney Ports; and
- (r) if Sydney Ports gives its approval in respect of a matter it may also revoke that approval at any time by giving at least 48 hours notice to the Stevedore and also publishing the revocation on the Sydney Ports website.

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## Schedule 2 — Service Line

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### 1 Service Line for the DP World Terminal

For the purposes of clause 19(a), the Service Line for the DP World Terminal commences from the DP World Terminal In Gate.

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### 2 Service Line for Patrick Terminal

For the purposes of clause 19(b), the Service Line for the Patrick Terminal commences from the Patrick Terminal In Gate.

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## Schedule 3 — Truck Turnaround Time

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### 1 TTT reference table

TTT for one Container	Additional TTT for each additional Container	Measurement of TTT (applies to a Truck Trip)
50 minutes	10 minutes	<b>From</b> time at which Truck Arrives <b>until</b> Stevedore has achieved Job Completion.

### 2 Determining Truck Turnaround Time

- (a) TTT is applied based on a Truck Trip per Terminal.
- (b) Where a Truck is receiving or unloading one Container, the TTT is the period of time specified in column 1 of the TTT reference table set out in section 1 of this Schedule 3.
- (c) Where a Truck is receiving or unloading more than one Container, the TTT is the aggregate of:
  - (i) the period of time specified in column 1 of the TTT reference table set out in section 1 of this Schedule 3; and
  - (ii) the period of time specified in column 2 of the TTT reference table set out in section 1 of this Schedule 3 multiplied by the number of additional Containers being received by or unloaded from the Truck.

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## Schedule 4 — Records and Data Requirements

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### 1 Truck Servicing Records and Data to be collected, created and retained by Stevedores

Each Stevedore must retain all:

- (a) Stevedore Booking information;
- (b) Stevedore Truck tracking information ;
- (c) Stevedore Container tracking information;
- (d) Vessel receivals and Container availability information;
- (e) information relating to the matters prescribed in this document or the Regulations and Carrier invoices created for each Carrier and records showing how the Financial Penalties were determined ;
- (f) information relating to the matters prescribed in this document or the Regulations and Stevedore invoices created on behalf of each Carrier and records showing how the Financial Penalties were determined; and
- (g) Truck tracking information provided by Sydney Ports.

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### 2 Truck Servicing Records and Data to be provided by Stevedores to Sydney Ports

#### 2.1 System Reference Information

- (a) A Stevedore must provide to Sydney ports a data extract in a single file containing a data extract (and continuous updates) its system reference data (including the codes used by that Stevedore and the meanings of those codes) from that Stevedore's Vehicle Booking System (VBS) and Terminal Operating System (TOS), on the Commencement Date and any updates thereafter before 9am (Sydney time) on the day after the day such system reference data is updated. The data extract should include:
  - (i) 'Stevedore' code used to identify the Stevedore;
  - (ii) 'Carrier' codes used to identify unique Booking Carriers and any restrictions of the Carrier;
  - (iii) 'Vessel' and 'voyage' codes to identify Vessels visiting the Terminals;
  - (iv) 'Stevedore Truck tracking' codes to identify the Gate In, Job Complete and Gate Out times;
  - (v) 'Slot type' codes to identify whether it is an Export Container / Import Container or a Container drop off / pick up;
  - (vi) 'Slot status' codes to identify the status of the Slot;

- (vii) 'Container commodity' codes to identify Out Of Gauge Containers and Red Line Hazardous Containers;
- (viii) 'Container type' codes to identify the size and type of the Container;
- (ix) 'empty Container / full Container' codes to identify whether Containers are empty or full;
- (x) 'OPM type' code to identify the OPM measure applied in relation to a Financial Penalty including failure to perform Truck Services, Stevedore Cancellation of a Booking or a Time Zone, failure to meet Truck Turnaround Time, Carrier Cancellation of a Booking, No Show, Early Arrival or Late Arrival;
- (xi) 'status change reason' code to identify the Cancellation reason and failure to perform Truck Services reason when a Slot Booking status has been updated to 'cancel' or 'non-service'; and
- (xii) All reference data that aids to de-code and interpret the transactional data requested in clauses 2.2 to 2.17 below;
- (xiii) detailed particulars of business processes and systems to determine or create the data referred to in clauses 2.1 to 2.17 of this section 2; and
- (xiv) technical description of the content of each data field provided (e.g. date format) referred to in clauses 2.1 to 2.17 of this section 2.

## 2.2 Slots Offered Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to any changes (positive or negative) to the number of Slots offered per Time Zone in respect of that day, before 9 am (Sydney Time) on the following day:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Time Zone' used to identify the date and time zone of the Slots offered;
- (c) date and time at which the Slots offered quantity was modified;
- (d) 'Slot type' used to identify whether the Slot is an Export Container, Import Container or other type of Slot; and
- (e) 'total quantity of Slot offerings modified' to identify the total number of Slots, by Slot type, that is increased or reduced.

## 2.3 Time Zone Slot Summary Information

For each day, a Stevedore must provide Sydney Ports with a single file containing a summary breakdown of all the completed Time Zones in respect of that day, before 9 am (Sydney time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) Time Zone used to identify the date and time zone of the Slots;
- (c) total number of remaining Slots on offer in each Time Zone that are offered for Booking;

- (d) total number of Slots originally offered in each Time Zone for Carriers to Book;
- (e) total number of Slots Booked in each Time Zone;
- (f) total number of Slots cancelled by Stevedore in each Time Zone;
- (g) total number of Slots booked by Stevedore and in respect of which Truck Servicing was performed in each Time Zone;
- (h) total number of Slots in respect of which the Stevedore failed to provide Truck Services in each Time Zone;
- (i) total number of Slots Booked by Carriers and in respect of which the Stevedore performed Truck Services in each Time Zone;
- (j) total number of Slots cancelled by Carriers in each Time Zone;
- (k) total number of Slots that were deemed No Shows in each Time Zone;
- (l) total number of Slots in respect of which Truck Services were not performed due to an act or omission of a Carrier in each Time Zone;
- (m) total number of Empty Bulk Stack Run Slots completed in each Time Zone;
- (n) total number of Full Bulk Stack Run Slots completed in each Time Zone;
- (o) total number of Truck Trips completed in each Time Zone (excluding Off-Site Examination Truck Trips);
- (p) total number of Truck Trips for Off-Site Examination completed in each Time Zone;
- (q) total number of Early Arrival Truck Trips completed in each Time Zone (excluding Off-Site Examination Truck Trips);
- (r) total number of Late Arrival Truck Trips completed in each Time Zone (excluding Off-Site Examination Truck Trips); and
- (s) total number of Slots not completed due to an Unforeseen Event.

#### 2.4 Slot Booking Header Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to Slot Booking records, excluding Off-Site Examination Slot Bookings, created or updated in respect of that day, before 9 am (Sydney Time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Carrier' code used to identify the unique reference of the Carrier for the Slot Booking;
- (c) Slot Booking number used to identify the unique reference of the Slot Booking;
- (d) date and time when the Slot Booking was created or updated;
- (e) 'modified party' information to identify the party that has created/updated the Booking

- (f) Time Zone used to identify the date and time zone of the Slot Booking;
- (g) 'Slot type' used to identify whether the Slot is an Export Container Slot, Import Container Slot or other type of Slot;
- (h) 'Slot' status used to identify the status of the Slot;
- (i) 'Truck Trip ID' to identify the unique reference of the Truck Trip;
- (j) 'master booking' indicator to identify which Slot Booking is the master or Carrier responsible Slot Booking for the Truck Trip;
- (k) 'status party' to identify the party (whether a Stevedore or a Carrier) who is liable to pay a Financial Penalty in cases where a Slot Booking cancellation or a failure to perform Truck Services status has occurred;
- (l) 'status change reason' to identify the reason for the status change in cases where a Slot Booking, cancellation or a failure to perform Truck Services status has occurred;
- (m) 'Booking fee waived' indicator to identify whether the Slot Booking fee is waived in cases where a Slot Booking Cancellation or a failure to perform Truck Services status has occurred;
- (n) original Slot Booking number to identify the original Slot Booking number that required a replacement Booking in respect of a cancelled Slot Booking or a Slot Booking in respect of which a failure to perform Truck Services occurred; and
- (o) 'Full Bulk Stack Run Slot Booking' indicator to identify whether the Slot Booking is part of a full bulk stack run.

## 2.5 Container Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to Container information that is modified for a Slot Booking record, excluding Off-Site Examination Slot Bookings, in respect of that day, before 9 am (Sydney Time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) Slot Booking number to identify the unique reference of the Slot Booking;
- (c) Container number to identify the Container associated with the Slot Booking;
- (d) 'Container record' status information to identify when the Container information record is created, updated and/or deleted;
- (e) date and time when the Container information was created, updated and/or deleted;
- (f) 'modified party' information to identify the party that has updated the Container information;
- (g) 'Container type' code to identify the size and type of the Container associated with the Slot Booking;
- (h) 'empty / full' indicator to identify whether the container is an empty Container or a full Container; and

- (i) 'commodity' code to identify whether the Container commodity is a Red Line Hazardous Container or Out Of Gauge Container.

#### 2.6 Truck Trip Planned Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to Truck Trip information that is created or modified, excluding Off-Site Examination Truck Trips, in respect of that day, before 9 am (Sydney Time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Truck Trip ID' to identify the unique reference of the Truck Trip planned information;
- (c) 'Truck registration number ID' to identify the unique Truck registration of the Truck Trip planned information;
- (d) date and time when the Truck Trip planned information was created, updated and/or deleted;
- (e) 'Truck Trip planned record status' information to identify when the Truck Trip planned information record is created, updated or deleted;
- (f) 'modified party' information to identify the Party that has updated the Truck Trip planned information; and
- (g) 'Truck manifested' date and time to identify when the Slot is manifested (that is, when the registration number is associated or modified).

#### 2.7 Truck Trip Actual Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to all Truck Trip actual information that is created or updated, including Off-Site Examination Truck Trips, in respect of that day, before 9 am (Sydney Time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Truck Trip ID' to identify the unique reference of the Truck Trip actual information;
- (c) 'Truck registration number ID' to identify the unique Truck registration of the Truck Trip actual information;
- (d) date and time when the Truck Trip actual information was created or updated;
- (e) 'Off-Site Examination Truck Trip' indicator to identify whether the Truck Trip was for an Off-Site Examination booked Slot;
- (f) Truck Gate In time to identify when the Truck has entered the Terminal In Gates;
- (g) Truck Job Complete time to identify when all the Truck Services has been completed in respect of the Truck Trip; and
- (h) Truck Gate Out time to identify when the Truck has exited the Terminal Out gates.

## 2.8 Off-Site Examination Completed Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the Off-Site Examination Container Slot Booking information completed for that day in respect of each Off-Site Examination Container Slot Booking Record, before 9 am (Sydney Time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Carrier' code to identify the unique reference of the Carrier for the Slot Booking;
- (c) Slot Booking number to identify the unique reference of the Slot Booking;
- (d) Time Zone used to identify the date and time zone; and
- (e) 'Truck Trip ID' to identify the unique reference of the Truck Trip;
- (f) Container number of the Slot Booking. This information is to only be provided for the Slot Booking pertaining to the return of the Container to the Stevedore's Terminal in respect of the storage charges of that Container;

## 2.9 Financial Penalty Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the information relating to Financial Penalties that were incurred by either the Stevedore or a Carrier and any Unforeseen Events that occurred on that day in respect of each Truck Trip or Slot Booking Record, before 9 am (Sydney Time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Carrier' code to identify the unique reference of the Carrier;
- (c) 'payable party' to identify the party (whether a Stevedore or a Carrier) that will be required to pay the Financial Penalty
- (d) Time Zone used to identify the date and Time Zone;
- (e) 'Truck Trip ID' to identify the unique reference of the Truck Trip;
- (f) Slot Booking number to identify the unique reference of the Slot Booking;
- (g) 'Financial Penalty type' to identify the specific Financial Penalty that has been incurred;
- (h) 'Unforeseen Event' indicator to identify whether an Unforeseen Event has occurred; and
- (i) Container number relating to the Slot Booking.

## 2.10 Containers Discharged Information

A Stevedore must provide Sydney Ports with a single file containing the complete Container manifest information of all Containers discharged by voyage including Vessel voyage information and arrival times (including the estimated and actual times) in respect of each Vessel voyage, before 9am (Sydney Time) on the day after the day when all the Containers have been unloaded from that Vessel.

### 2.11 Containers Loaded Information

A Stevedore must provide Sydney Ports with a single file containing the complete Container manifest information of all Containers loaded by voyage including Vessel voyage details and departure times (including the estimated and actual times) in respect of each Vessel voyage, before 9am (Sydney Time) on the day after the day when all the Containers have been loaded on to that Vessel.

### 2.12 Estimated Import Availability Information

For each day, a Stevedore must provide Sydney Ports with a single file containing details of the 'estimated import availability' information by voyage for all voyages which are scheduled to arrive and discharge container cargo at the Stevedore's Terminal, before 9am (Sydney Time) on the day after the day such information is created or updated and thereafter before 9am every day until the Vessel has departed the Terminal, including;

- (a) 'Stevedore' code used to identify the Stevedore
- (b) 'Vessel' code to identify the unique Vessel;
- (c) 'voyage' code to identify the unique voyage;
- (d) 'estimated import availability' record status information to identify whether the 'estimated import availability' record is created, updated or deleted
- (e) date and time when the 'estimated import availability' information was created, updated or deleted; and
- (f) 'estimated import availability' date and time to identify the date and time of the 'estimated import availability' time of the import voyage.

### 2.13 Import Container Availability Information

For each day, a Stevedore must provide Sydney Ports with a single file for all Containers that have been discharged containing details of the Import Container actual availability times that is created or updated, before 9am (Sydney Time) on the day after the day when the Stevedore has created or updated the actual import container availability time, including:

- (a) 'Stevedore' code used to identify the Stevedore
- (b) 'Vessel' code to identify the unique Vessel;
- (c) 'voyage' code to identify the unique voyage;
- (d) Container number to identify the unique Container number;
- (e) date and time when the Import Container availability information was created or updated; and
- (f) 'Import Container availability' date and time to identify the date and time of the Container's availability.

### 2.14 Export Reveal Information

For each day, a Stevedore must provide Sydney Ports with a single file containing details of the Export reveals information that is created or updated by voyage for all voyages that the Stevedore has planned to arrive and load container cargo at the Stevedore's

terminal, before 9am (Sydney Time) on the day after the day that such information is created or updated and thereafter before 9am every day until the Vessel has departed the Terminal, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Vessel' Code to identify the unique Vessel;
- (c) 'voyage' code to identify the unique voyage;
- (d) 'export receival record status' information to identify whether the export receival record is created, updated or deleted
- (e) date and time when the 'export receival information' was created, updated or deleted;
- (f) 'export receival start date and time' to identify the export receival date and time of the export voyage; and
- (g) 'export receival end date and time' to identify the export receival cut off date and time of the export voyage.

#### 2.15 Summary Dwell Time Information

For each day, a Stevedore must provide Sydney Ports with a single file containing details of the Container summary dwell time (number of days in Terminal) information for that Stevedore's Terminal in respect of that day, before 9 am (Sydney Time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) total number of Containers in the Terminal;
- (c) total number of Containers in twenty-foot equivalent units (TEU) in the Terminal;
- (d) total number of containers in TEU in the Terminal that have been in terminal for more than 1 day but less than 2 days;
- (e) total number of containers in TEU in the Terminal that have been in terminal for more than 2 days but less than 3 days;
- (f) total number of containers in TEU in the Terminal that have been in terminal for more than 3 days but less than 4 days;
- (g) total number of containers in TEU in the Terminal that have been in terminal for more than 4 days but less than 5 days;
- (h) total number of containers in TEU in the Terminal that have been in terminal for more than 5 days but less than 6 days; and
- (i) total number of containers in TEU in the Terminal that have been in terminal for more than 6 days.

#### 2.16 Container Dwell Time Information

For each day, a Stevedore must provide Sydney Ports with a single file containing details of the Container dwell time information for all Containers except Off-Site Examination Slot

Containers, in respect of that day, before 9 am (Sydney Time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) the Container number that was delivered from the Terminal;
- (c) the date the Container was unloaded from a Truck or otherwise received into the Terminal;
- (d) the date the Container was loaded onto a Truck or otherwise delivered from the Terminal;
- (e) The 'delivered transport mode' to identify the type of transport used when the Container was delivered from the Terminal; and
- (f) The 'received transport mode' to identify the type of transport used when the Container was received at the Terminal.

#### 2.17 Containers At The Terminal Information

The Stevedore must provide Sydney Ports with a single file containing details of all the Container information for all Containers that are currently on site at the Terminal at 1am on the first day of every month, before 9 am (Sydney Time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) date and time of the report;
- (c) the Container number to identify the Container in the Terminal;
- (d) the date the Container was unloaded from a Truck or otherwise received into the Terminal;
- (e) 'Container type' code to identify the size and type of the Container associated with the Slot Booking;
- (f) 'export or import' indicator to identify whether the container is an Export Container or Import Container; and
- (g) 'empty / full' indicator to identify whether the Container is empty or full.

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### 3 Rail Servicing Records and Data to be collected, created and retained by Stevedores

Each Stevedore must retain all:

- (a) Stevedore Train Trip information
- (b) Stevedore Rail Servicing information
- (c) Stevedore Rail Car Container information;
- (d) Stevedore Rail Car information; and
- (e) Stevedore Rail release information.

## 4 Rail Servicing Records and Data to be provided by Stevedores to Sydney Ports

### 4.1 System Reference Information

- (a) A Stevedore must provide to Sydney ports a data extract in a single file containing a data extract (and continuous updates) of its system reference data (including the codes used by that Stevedore and the meanings of those codes) from that Stevedore's Terminal Operating System (TOS) and any Rail or train system, on the Commencement Date and any updates thereafter before 9am (Sydney Time) on the day after the day such system reference data is updated. The data extract should include:
- (i) 'Stevedore' code used to determine the Stevedore;
  - (ii) 'Rail Carrier' code used to identify the Rail Carrier;
  - (iii) 'train ID' code used to determine the Train Trip (as allocated by RailCorp);
  - (iv) 'modified party' code used to identify the party that requested a status change to the Train Trip planned information (Rail Carrier/ Stevedore / Network Owner);
  - (v) 'cancel reason' code for cancellation of a Train Trip;
  - (vi) 'delay reason' code to identify Rail Servicing working delays;
  - (vii) 'Rail Car wagon type' code to identify the type and size of wagons
  - (viii) 'Container type' code to determine the size and type of a Container;
  - (ix) 'empty / full' code to determine whether containers are empty or full;
  - (x) all reference data that aids to de-code and interpret the transactional data requested in points 2.2-2.8 below;
  - (xi) detailed particulars of business processes and systems to determine or create the data referred to in clauses 2.1 to 2.8 of this section 4 ;
  - (xii) technical description of the content of each data field provided (e.g. date format) referred to in clauses 2.1 to 2.8 of this section 4; and
  - (xiii) Rail Carrier requested number of Containers to be lifted onto the train.

### 4.2 Train Trip Planned Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to Train Trip Planned information, that is created, updated or deleted per train in respect of that day, before 9am (Sydney time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Rail Carrier' code used to identify the operator of the train;
- (c) 'train ID' to identify the unique reference of the 'Train Trip planned' information;

- (d) date and time of the scheduled arrival of the train into the Stevedore's Terminal (through the gate);
- (e) date and time when the 'Train Trip planned' information was created, updated or deleted;
- (f) 'Train Trip planned status' information to identify whether the 'Train Trip planned information' record was created, updated or deleted;
- (g) scheduled date and time of the Rail Servicing Period commencement of the 'Train Trip planned' information;
- (h) schedule date and time of the Servicing Period completion of the 'Train Trip planned' information;
- (i) planned date and time of the arrival of the Train Trip into the Stevedore's Terminal;
- (j) planned date and time of the departure of the Train Trip from the Stevedore's Terminal;
- (k) 'party' information to identify the party (whether a Stevedore or a Rail Carrier) that has requested changes to the Train Trip Planned information; and
- (l) 'cancel' indicator to identify if a planned Train Trip is cancelled in cases where a Train Trip was cancelled; and
- (m) 'cancel' Reason to identify the reason for the cancellation in cases where a Train Trip was cancelled.

#### 4.3 Train Trip Actual Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the Train Trip actual information relating to each Train Trip which receives Truck Servicing once that train has departed from the Stevedore Terminal, in respect of that day, before 9am (Sydney time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Rail Carrier' code used to identify the operator of the train;
- (c) 'train ID' to identify the unique reference of the Train Trip actual information;
- (d) date and time when the Train Trip actual information was created;
- (e) 'Stevedore arrival call up' date and time for the train to arrive;
- (f) actual arrival date and time of the train into the Stevedore's Terminal (through the gate);
- (g) actual handover date and time of train to the Stevedore from the Rail Carrier;
- (h) actual handover date and time when the train is handed over to the Rail Carrier from the Stevedore;
- (i) actual date and time of the departure of the train from the Stevedore's Terminal (through the gate);
- (j) 'Stevedore departure call up' date and time for the train to depart; and

- (k) 'cancel' indicator to identify if a Train Trip is cancelled in cases where a Train Trip was cancelled;
- (l) 'cancel reason' to identify the reason for the cancellation in cases where a Train Trip was cancelled;
- (m) cancel date and time to identify when the Train Trip was cancelled in cases where a Train Trip was cancelled; and
- (n) length of train to identify the length in meters of the train including locomotives.

#### 4.4 Rail Servicing Planned Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to the planned train Container volume information that is created, updated or deleted per train in respect of that day, before 9am (Sydney time) on the following day, including;

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Rail Carrier' code used to identifier the operator of the train;
- (c) 'train ID' to identify the unique reference of the Train Trip;
- (d) date and time of the arrival of the planned train into the Stevedore's Terminal (through the gate);
- (e) date and time when the 'Rail Servicing planned' information was created, updated or deleted;
- (f) 'Rail Servicing planned status' information to identify whether the 'Rail Servicing planned information' record was created, updated or deleted;
- (g) scheduled number of lifts for the Rail Servicing Period of the Train Trip;
- (h) planned total number of Containers that are planned to be loaded onto the train;
- (i) Planned total number of Containers that are planned to be unloaded from the train;
- (j) Rail Carrier requested number of Containers to be loaded onto the train;
- (k) Rail Carrier requested number of Containers to be unloaded from the train;
- (l) planned total number of 20foot type Containers that are planned to be loaded onto the train;
- (m) planned Total number of 40foot type Containers that are planned to be loaded onto the train;
- (n) planned total number of 20foot type Containers that are planned to be unloaded from the train; and
- (o) planned Total number of 40foot type Containers that are planned to be unloaded from the train.

#### 4.5 Rail Servicing Actual Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to the Stevedore Rail Servicing and Container volume information per train departure at the Stevedore Terminal in respect of that day, before 9am (Sydney time) on the following day, including;

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Rail Carrier' code used to identifier the operator of the train;
- (c) 'train ID' to identify the unique reference of the Train Trip;
- (d) actual date and time of the arrival of the train into the Stevedore's Terminal (through the gate);
- (e) actual date and time Stevedore commenced Rail Servicing on the Train Trip;
- (f) actual date and time Stevedore completed Rail Servicing on the Train Trip;
- (g) actual total time (in minutes) train was worked to identify the actual productive Rail Servicing time per Train Trip;
- (h) total delay time (in minutes) of any delays while Rail Servicing was performed in respect of the train in cases where there were delays;
- (i) delay reason to identify the reason for the delay in cases where there were delays;
- (j) total number of Containers actually loaded onto the train;
- (k) total number of Containers actually unloaded from the train;
- (l) total number of 20foot Containers actually loaded onto the train;
- (m) total number of 40foot Containers actually loaded onto the train
- (n) total number of 20foot Containers actually unloaded from off the train; and
- (o) total number of 40foot Containers actually unloaded from the train.

#### 4.6 Train Container Lift Actual Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to the Train Trip Container Information for all Containers per Train Trip departure at the Stevedore's Terminal in respect of that day, before 9am (Sydney time) on the following day:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) 'Rail Carrier' code used to identifier the operator of the train;
- (c) 'train ID' to uniquely identify the train service on the day;
- (d) actual date and time of the arrival of the train into the Stevedore's Terminal (through the gate);
- (e) Container number to identify each the Container loaded onto or unloaded from the train;

- (f) 'Container type' code to identify the size and type of the Container number loaded onto or unloaded from the train;
- (g) 'gross weight of Container' to identify the weight of the Container loaded onto or unloaded from the train;
- (h) 'load/unload type' code to identify if the Container was loaded onto or unloaded from the train;
- (i) 'Rail Car wagon ID' that the Container was actually loaded onto or unloaded from the train; and
- (j) 'Rail Car wagon Slot location' to identify where on the Rail Car the Container was actually loaded onto or unloaded from the train.

#### 4.7 Rail Car Wagon Actual Information

For each day, a Stevedore must provide Sydney Ports with a single file containing the following information relating to the Rail Car wagon Information for all Rail Car wagons per Train Trip departure at the Stevedore's Terminal in respect of that day, before 9am (Sydney time) on the following day:

- (a) 'Stevedore code' used to identify the Stevedore;
- (b) 'Rail Carrier' code used to identifier the operator of the train;
- (c) 'train ID' to uniquely identify the train service on the day;
- (d) actual date and time of the arrival of the train into the Stevedore's Terminal (through the gate);
- (e) 'Rail Car wagon ID' to uniquely identify each Rail Car of the train; and
- (f) 'Rail Car wagon type' to uniquely identify the size and type of each wagon of the train.

#### 4.8 Rail Release Information

For each day, a Stevedore must provide Sydney Ports with a single file containing details of the Container information for all Containers identified for rail delivery that is created or updated on that day, before 9 am (Sydney time) on the following day, including:

- (a) 'Stevedore' code used to identify the Stevedore;
- (b) Container number of the Container identified for rail delivery;
- (c) 'rail release' status to identify if a Container is 'requested', 'tagged', 'untagged' or updated to 'rail release accepted';
- (d) date and time the 'rail release' status was created or updated;
- (e) 'rail destination' code of the Container to identify the rail destination of the Container;
- (f) requested departure date if a rail departure date is requested;
- (g) 'empty Container / full Container' information to identify and distinguish whether the Container is an empty Container or a full Container; and
- (h) 'Container size type' code to identify the size of the Container. The type code is required per Container number of the Container.

# PRIVATE ADVERTISEMENTS

## COUNCIL NOTICES

### BEGA VALLEY SHIRE COUNCIL

Roads Act 1993

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Land

BEGA VALLEY SHIRE COUNCIL declares, with the approval of Her Excellency the Governor, that the lands described in the Schedule below, are acquired by compulsory process in accordance with the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for road purposes. Dated at Bega this 24th day of November 2010. P. TEGART, General Manager, Bega Valley Shire Council, PO Box 492, Bega NSW 2550.

#### SCHEDULE

Lot 1, DP 1109470 and Lot 2, DP 1109470. [5599]

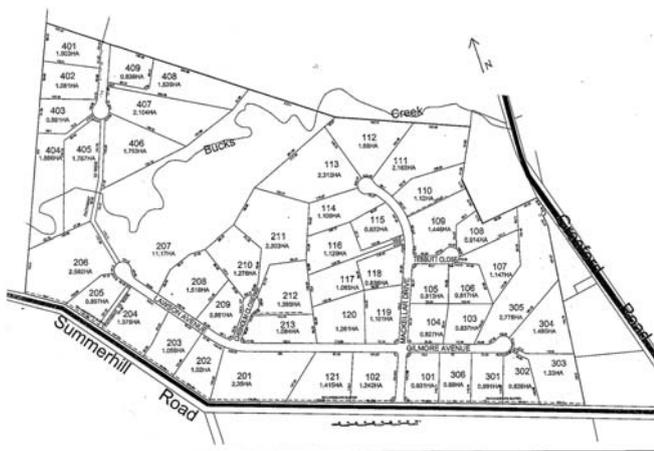
### DUNGOG SHIRE COUNCIL

Roads Act 1993

Naming of Public Roads

NOTICE is hereby given that Dungog Shire Council, pursuant to section 162 of the Roads Act 1993, has named the following roads:

<i>Location</i>	<i>Names</i>
Subdivision of Lot 1, DP 190456, 50 Summer Hill Road, Vacy.	Mackellar Drive, Lawson Street, Gilmore Street, Chisholm Close and Tebbut Close.



Authorised by resolution of Council on 20 July 2010. CRAIG DEASEY, General Manager, Dungog Shire Council, 198 Dowling Street, Dungog NSW 2420. [5600]

### FAIRFIELD CITY COUNCIL

Proposed Temporary Closure of Bass Road, Lansvale

IN pursuance of the provisions of the Roads Act 1993, Council is proposing the temporary closure of Bass Road, Lansvale. The temporary closure is to prevent the dumping of rubbish and Council is proposing to install a temporary gate on Bass Road, closer to the intersection of Hollywood Drive.

As part of the consultation process, Council is seeking comments from the residents and other organisations affected by the proposed temporary closure. Submissions in writing, either by way of support or objection to the proposal, must reach Council by 6 January 2011 (Please quote reference G10-00-632 in reply).

Further information can be obtained by contacting 9725 0261.

#### Proposed Temporary Closure of Kosovich Place, Cecil Park

IN pursuance of the provisions of the Roads Act 1993, Council is proposing the temporary closure of Kosovich Place, Cecil Park. The temporary closure is to prevent the dumping of rubbish and Council is proposing to install a temporary gate on Kosovich Place, closer to the intersection of Wallgrove Road.

As part of the consultation process, Council is seeking comments from the residents and other organisations affected by the proposed temporary closure. Submissions in writing, either by way of support or objection to the proposal, must reach Council by 6 January 2011 (Please quote reference G10-00-632 in reply).

Further information can be obtained by contacting 9725 0261.

ALAN YOUNG, City Manager, PO Box 21, Fairfield NSW 1860. [5601]

### ORANGE CITY COUNCIL ROADS ACT 1993

Roads Renamed

NOTICE is hereby given that Orange City Council, following advertising and notification, has renamed Peabody Road and Chiswell Road (both located off Isaac Drive in the Wentworth Estate, West Orange) Laing Avenue and Chiswell Street respectively. [5602]

### TAMWORTH REGIONAL COUNCIL

Roads Act 1993

ORDER

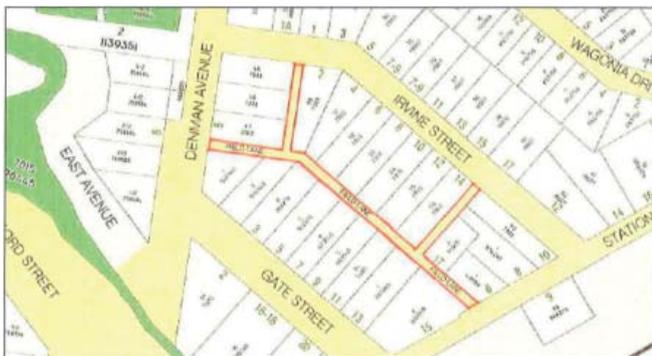
Dedication of Land as public road

PURSUANT to the provisions of Section 16, Roads Act 1993, the land specified in Schedule 1 is dedicated as a public road to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice. PAUL BENNETT, General Manager, Tamworth Regional Council, 437 Peel Street (PO Box 555), Tamworth NSW 2340.

#### SCHEDULE 1

*Parish – Moonbi, County Inglis;  
Land District – Kootingal;  
L.G.A. – Tamworth Regional Council*

Land set aside for road in DP 7303 (part of the residue of Certificate of Title Vol. 2226 Fol. 163) Kootingal known locally as Field Lane and the two unnamed lanes between Field Lane and Irvine Street (being the highlighted section in red shown in the diagram below).



**SCHEDULE 2**

*Parish – Moonbi, County – Inglis;  
Land District – Kootingal;  
L.G.A. – Tamworth Regional Council*

Roads Authority: Tamworth Regional Council. [5603]

**WEDDIN SHIRE COUNCIL**

**ERRATUM**

THE notice appearing in the *New South Wales Government Gazette* No. 119, dated 8 October 2010 (Folio 5251), has been rescinded and replaced in full by the following notice.

Roads Act 1993, Section 10

Dedication of Public Road

NOTICE is hereby given that the Weddin Shire Council, by resolution of Council, dated 18 November 2010, has resolved to dedicate the land described hereunder as public road pursuant to section 10 of the Roads Act 1993. TREVOR LOBB, General Manager, Weddin Shire Council, PO Box 125, Grenfell NSW 2810. File: R2.1.3.

**SCHEDULE**

Lots 2 and 3 in DP 1132001. [5604]

**WELLINGTON COUNCIL – SALE OF LAND FOR OVERDUE RATES**

NOTICE IS HEREBY GIVEN to the persons named hereunder that the Wellington Council has resolved, in pursuance of Section 713 of the Local Government Act, 1993, to sell the land described hereunder of which the persons named appear to be the owners or in which they appear to have an interest and on which the amount of rates and charges stated in each case, as at 1 November, 2010 is due.

<i>Owners or persons having an interest in the land</i>	<i>Description of Land</i>	<i>Amount of rates and charges (including extra charges) overdue for more than five years</i>	<i>Amount of all other rates and charges (including extra charges) due and in arrears</i>	<i>Total</i>
(a)	(b)	(c)	(d)	(e)
		\$	\$	\$
Estate William Stanley BELLAMY	Lot 8 Section 30 DP 758438 85-87 Jennings Street "GEURIE. Parish of Geurie, County of Lincoln.	8,107.12	11,669.76	19,776.88
Mohineel CHAND	Lot 14 DP 247565 153 thornnton Street, WELLINGTON. Parish & County of Wellington.	6,162.68	3,703.20	9,865.88
Victoria Ann CHEESMAN	Lot 8 Section 76 DP 759073 1A Warne Street, WELLINGTON. Parish & County of Wellington.	4,405.08	5,496.34	9,901.42

<i>Owners or persons having an interest in the land</i>	<i>Description of Land</i>	<i>Amount of rates and charges (including extra charges) overdue for more than five years</i>	<i>Amount of all other rates and charges (including extra charges) due and in arrears</i>	<i>Total</i>
(a)	(b)	(c)	(d)	(e)
		\$	\$	\$
Estate Ronald John CLAXTON	Lot 109 DP 756875 38 Mostyn's Lane, STUART TOWN. Parish of Cooper, County of Wellington.	3,022.72	2,042.46	5,065.18
Estate Leo Roy COX State Bank of New South Wales Ltd	Lot 97 DP 754323 156 Barbical Street, ELONG ELONG. Parish of Narran County of Lincoln.	3,430.77	1,150.85	4,581.62
Marjorie Lois GREEN	Lot 10 DP 859482 28 Wattle Road, ELONG ELONG. Parish of Narran County of Lincoln.	3,096.69	1,838.37	4,935.06
J & K Investment Group Pty Ltd Sandelwood Pty Ltd Compmara Pty Ltd Qikloan Pty Ltd Lorance McGlashen Leslie Robert LAWSON	Lot 46 DP 231100 8 Narroogal Street, MUMBIL. Parish of Mumbil, County of Wellington.	7,427.21	4,382.68	11,809.89
Susan Gai MATTHEWS	Lot 5 DP 756866 5546 Burrendong Way, FARNHAM. Parish of Boduldura, County of Wellington.	2,998.76	1,116.17	4,114.93
Douglas Graeme MCCOY Sandelwood Pty Ltd Compmara Pty Ltd Accom Finance Pty Ltd Lorance McGlashen Qikloan Pty Ltd	Lots 4, 5, 6 & 7 Section 8, & Lots 1, 2, 3 & 4 Section 9 DP 758932, Lot 1 DP 705256, Lot 29 DP 756886 9 Wellington Street, STUART TOWN. Parish of Ironbarks County of Wellington.	3,786.25	2,040.65	5,826.90
Douglas Graeme MCCOY Lorance McGlashen Sandelwood Pty Ltd Compmara Pty Ltd Qikloan Pty Ltd	Lot 3 Section 3 DP 758384 75 Dubbo Street, ELONG ELONG. Parish of Narran County of Lincoln.	3,684.06	5,63.83	4,247.89
Douglas Graeme MCCOY Compmara Pty Ltd	Lot 29 DP 231100 15 Apsley Crecent, MUMBIL. Parish of Mumbil, County of Wellington.	6,375.46	4,055.92	10,431.38
Douglas Graeme MCCOY Compmara Pty Ltd	Lot 3 Section 18 DP 758384 7 Budgong Street, ELONG ELONG. Parish of Narran County of Lincoln.	3,523.00	560.68	4,083.68
Estate Richard Arthur MORRIS	Lot 10 DP 1149226 Goolma Road, MONTEFIORES Parish of Nanima, County of Bligh.	7,408.62	2,833.59	10,242.21
Mortgagee Repossession and Deceased Estate Pty Ltd Lorance McGlashen Sandelwood Pty Ltd Compmara Pty Ltd Qikloan Pty Ltd	Lot 49 DP 231100 2 Narroogal Street, MUMBIL. Parish of Mumbil, County of Wellington.	6,162.24	3,369.89	9,532.13
Mortgagee Repossession and Deceased Estate Pty Ltd Lorance McGlashen Sandelwood Pty Ltd Compmara Pty Ltd Qikloan Pty Ltd	Lot 56 DP 231100 29 Burrendong Road, MUMBIL. Parish of Mumbil County of Wellington.	7,064.63	3,443.17	10,507.80

<i>Owners or persons having an interest in the land</i>	<i>Description of Land</i>	<i>Amount of rates and charges (including extra charges) overdue for more than five years</i>	<i>Amount of all other rates and charges (including extra charges) due and in arrears</i>	<i>Total</i>
(a)	(b)	(c)	(d)	(e)
		\$	\$	\$
Mortgagee Repossession and Deceased Estate Pty Ltd Compmara Pty Ltd	Lots 32 & 33 DP 231100 & Lots 1, 2 & 3 DP 587593 Cudgegong Street, MUMBIL. Parish of Mumbil, County of Wellington.	6,498.55	5,470.83	11,969.38
Paradise Property Estate Pty Ltd Lorance McGlashen Sandelwood Pty Ltd Compmara Pty Ltd Qikloan Pty Ltd	Lot 45 DP 231100 10 Narroogal Street, MUMBIL. Parish of Mumbil, County of Wellington.	7,145.93	3,783.97	10,929.90
Graham Andrew PATERSON Sandra Elizabeth PATERSON	Lot 2 Section 33 DP 758932 4 Copeland Street, STUART TOWN. Parish of Ironbarks County of Wellington.	3,233.63	250.49	3,484.12
Tom PELICAN	Lot 39 DP 231100 20 Cudgegong Street, MUMBIL. Parish of Mumbil, County of Wellington.	7,627.40	3,487.85	11,115.25
David Mortimer TINK Valmai Margaret TINK	Lot 7 DP 111811 1879 Eurimbla Road, CUMNOCK. Parish of Cardington, County of Gordon.	2,568.26	4,509.32	7,077.58
Clyde Francis WILLIAMSON Janice Dawn WILLIAMSON	Lot 1 DP 242715 870 Mount Aquila Road, STUART TOWN. Parish of Muckerwa, County of Wellington.	2,998.76	1,116.17	4,114.93

In default of payment to the Council of the amount stated in column (e) above and any other rates and charges (including extra charges) becoming due and payable after publication of this notice or an arrangement "satisfactory to the Council for payment of all such rates and charges being entered into by the rateable persons, before the time fixed for the sale, the said land will be offered for sale by public auction by Wellington Council, at the Council Chambers, Nanima Crescent, Wellington, on Saturday 9 April, 2011 at 10.00 am. A. B. DIVE, General Manager, PO Box 62, Wellington NSW 2820. [5606]

## OTHER NOTICES

### NOTICE OF SALE

UNLESS the Supreme Court Sydney Writ for Levy of Property 14216/2009 is previously satisfied, the Sheriff's Office at Sydney City Downing Centre, intends to sell by Public Auction the following property of Kwok Fai Thomas FU, known as various items of personal property seized, or so much as may be necessary to satisfy an outstanding judgment debt.

**Auction 1:** 11:00, Wednesday, 8th December 2010.  
Inspection: 9:00am-11:00am, Wednesday, 8th December 2010.  
Venue: 34-38 McEvoy Street, Waterloo NSW 2017.

**Auction 2:** 5:00pm, Tuesday, 14th December 2010.  
Inspection: 12:30pm-4:30pm, Tuesday, 14th December 2010.

Venue: Wentworth Park Road Glebe, Function Centre, Wentworth Park Sporting Complex.

**Auction 3:** 11:00am, Wednesday, 19th January 2011.  
Inspection: 9:00am-11:00am, Wednesday, 19th January 2011.

Venue: 34-38 McEvoy Street, Waterloo NSW 2017.

**Auction 4:** 11:00am, Wednesday, 9th February 2011.  
Inspection: 9:00am-11:00am, Wednesday, 9th February 2011.

Venue: 34-38 McEvoy Street, Waterloo NSW 2017.

Please address all enquiries of the sale to Combined Auctions Pty Ltd (02) 83992266. [5607]

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