



# *Government Gazette*

of the State of

New South Wales

**Number 115**

**Friday, 18 December 2015**

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The *New South Wales Government Gazette* is the permanent public record of official notices issued by the New South Wales Government. It also contains local council and other notices and private advertisements.

The Gazette is compiled by the Parliamentary Counsel's Office and published on the NSW legislation website ([www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au)) under the authority of the NSW Government. The website contains a permanent archive of past Gazettes.

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# GOVERNMENT NOTICES

## Appointments

### CONSTITUTION ACT 1902

Ministerial Arrangements for the Attorney General

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable T W Grant MP to act for and on behalf of the Attorney General for the period from 2 January to 17 January 2016, inclusive.

Dated at Sydney, 16 December 2015

MIKE BAIRD MP  
Premier

### CONSTITUTION ACT 1902

Ministerial Arrangements for the Minister for Ageing,  
Minister for Disability Services, and  
Minister for Multiculturalism

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable B R Hazzard MP to act for and on behalf of the Minister for Ageing, Minister for Disability Services, and Minister for Multiculturalism for the period from 4 January to 24 January 2016, inclusive.

Dated at Sydney, 16 December 2015

MIKE BAIRD MP  
Premier

### CONSTITUTION ACT 1902

Ministerial Arrangements for the Minister for Corrections,  
Minister for Emergency Services, and  
Minister for Veterans Affairs

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable T W Grant MP to act for and on behalf of the Minister for Corrections, Minister for Emergency Services, and Minister for Veterans Affairs for the period from 12 January to 20 January 2016, inclusive.

Dated at Sydney, 16 December 2015

MIKE BAIRD MP  
Premier

### CONSTITUTION ACT 1902

Ministerial Arrangements for the Minister for Early Childhood Education, Minister for Aboriginal Affairs, and Assistant Minister for Education

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable A Piccoli MP to act for and on behalf of the Minister for Early Childhood Education, Minister for Aboriginal Affairs, and Assistant Minister for Education for the period from 21 December 2015 to 11 January 2016, inclusive.

Dated at Sydney, 16 December 2015

MIKE BAIRD MP  
Premier

### CONSTITUTION ACT 1902

Ministerial Arrangements for the Minister for the Environment, Minister for Heritage, and Assistant Minister for Planning

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable Robert Gordon Stokes MP to act for and on behalf of the Minister for the Environment, Minister for Heritage, and Assistant Minister for Planning for the period from 25 December 2015 to 10 January 2016 inclusive.

Dated at Sydney, 16 December 2015

MIKE BAIRD MP  
Premier

### CONSTITUTION ACT 1902

Ministerial Arrangements for the Minister for Mental Health, Minister for Medical Research, Assistant Minister for Health, Minister for Women, and Minister for the Prevention of Domestic Violence and Sexual Assault

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable J G Skinner MP to act for and on behalf of the Minister for Mental Health, Minister for Medical Research, Assistant Minister for Health, Minister for Women, and Minister for the Prevention of Domestic Violence and Sexual Assault for the period from 26 December 2015 to 19 January 2016, inclusive.

Dated at Sydney, 16 December 2015

MIKE BAIRD MP  
Premier

**CONSTITUTION ACT 1902**

Ministerial Arrangements for the Minister for Primary Industries, and Minister for Lands and Water

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable G D Barilaro MP to act for and on behalf of the Minister for Primary Industries, and Minister for Lands and Water for the period from 11 January to 24 January 2016, inclusive.

Dated at Sydney, 16 December 2015

MIKE BAIRD MP  
Premier

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**CONSTITUTION ACT 1902**

Ministerial Arrangements for the Minister for Trade, Tourism and Major Events, and Minister For Sport

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable A J Constance MP to act for and on behalf of the Minister for Trade, Tourism and Major Events for the period from 9 January to 17 January 2016, inclusive and Minister for Sport for the period from 9 January to 31 January 2016, inclusive; and the Honourable A J Roberts MP to act for and on behalf of the Minister for Trade, Tourism and Major Events for the period from 18 January to 31 January 2016, inclusive

Dated at Sydney, 16 December 2015

MIKE BAIRD MP  
Premier

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**CONSTITUTION ACT 1902**

Ministerial Arrangements during the Absence from Duty of the Premier, and Minister for Western Sydney

Pursuant to section 36 of the *Constitution Act 1902*, His Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable T W Grant MP to act for and on behalf of the Premier for the period from 4 January to 13 January 2016, and to act for and on behalf of the Minister for Western Sydney, for the period from 9 January to 13 January 2016; and the Honourable S L Ayres MP to act for and on behalf of the Minister for Western Sydney, for the period from 4 January to 8 January 2016, inclusive.

Dated at Sydney, 16 December 2015

MIKE BAIRD MP  
Premier

## Roads and Maritime Notices

### ROADS ACT 1993

#### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Frenchs Forest in the Warringah Council Area

Roads and Maritime Services by its delegate declares, with the approval of His Excellency the Lieutenant-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*.

K DURIE  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Maritime Services

#### Schedule

All that piece or parcel of land situated in the Warringah Council area, Parish of Manly Cove and County of Cumberland, shown as Lot 502 Deposited Plan 1214811, being part of the land in Certificate of Title 2/746670.

The land is said to be in the possession of The Minister for Education.

(RMS Papers: SF2015/168834; RO SF2013/180799)

### ROADS ACT 1993

#### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land at Pennant Hills, Thornleigh, Normanhurst, Wahroonga, West Pennant Hills and Beecroft in the Hornsby Shire Council Area and at Wahroonga in the Ku-ring-gai Council Area

Roads and Maritime Services by its delegate declares, with the approval of His 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*.

K DURIE  
Manager, Compulsory Acquisition & Road Dedication  
Roads and Maritime Services

#### Schedule

All those pieces or parcels of land situated in the Hornsby Shire Council and Ku-ring-gai Council areas, Parishes South Colah and Gordon and County of Cumberland, shown as:

Lots 38 and 62 Deposited Plan 1211765, being parts of the land in Certificate of Title 70/11134 and said to be in the possession of James Massie Fraser and Esther Danielle Fraser (registered proprietors) and National Australia Bank Limited (mortgagee);

Lots 37 and 61 Deposited Plan 1211765, being parts of the land in Certificate of Title 71/11134 and said to be in the possession of Winston Teck Chuen Lo (registered proprietor) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 35 and 59 Deposited Plan 1211765, being parts of the land in Certificate of Title 15/3/6740 and said to be in the possession of George Ernest Cripps and Daphne Cripps;

Lots 34 and 58 Deposited Plan 1211765, being parts of the land in Certificate of Title 16/3/6740 and said to be in the possession of Xiaorong Ye and Ji Zhang (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 41 and 65 Deposited Plan 1211765, being parts of the land in Certificate of Title 32/2/6740 and said to be in the possession of BJR Pty Limited (registered proprietor) and National Australia Bank Limited (mortgagee);

Lots 40 and 64 Deposited Plan 1211765, being parts of the land in Certificate of Title 34/2/6740 and said to be in the possession of Keith James Angilley and Barbara Jean Angilley (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 39 and 63 Deposited Plan 1211765, being parts of the land in Certificate of Title 36/2/6740 and said to be in the possession of Peter Anthony Edward Witschi and Frances Alzenal Dawn Witschi;

Lots 42 and 66 Deposited Plan 1211765, being parts of the land in Certificate of Title 2/317985 and said to be in the possession of Matthew McLean Whalan and Jenny Veronica Whalan (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 43 and 67 Deposited Plan 1211765, being parts of the land in Certificate of Title 3/317985 and said to be in the possession of Laila Hanna;

Lots 46 and 70 Deposited Plan 1211765, being parts of the land in Certificate of Title 29/2/6740 and said to be in the possession of Leanne Valencia (registered proprietor) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 45 and 69 Deposited Plan 1211765, being parts of the land in Certificate of Title 31/2/6740 and said to be in the possession of Hang Yuk Lai;

Lots 44 and 68 Deposited Plan 1211765, being parts of the land in Certificate of Title 33/2/6740 and said to be in the possession of Michael Peter Robbins (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 48 and 72 Deposited Plan 1211765, being parts of the land in Certificate of Title 2/595587 and said to be in the possession of Jahangir Sorab Doodha and Kashmira Jahangir Doodha;

Lots 52, 56, 76 and 80 Deposited Plan 1211765, being parts of the land in Certificate of Title Auto Consol 2786-59 and said to be in the possession of C R Hill Investments Pty Limited (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 51, 55, 75 and 79 Deposited Plan 1211765, being parts of the land in Certificate of Title Auto Consol 3643-173 and said to be in the possession of C R Hill Investments Pty Limited;

Lots 50, 54, 74 and 78 Deposited Plan 1211765, being parts of the land in Certificate of Title Auto Consol 3643-174 and said to be in the possession of Gregory Roland Hill;

Lots 49, 53, 73 and 77 Deposited Plan 1211765, being parts of the land in Certificate of Title Auto Consol 15517-137 and said to be in the possession of Gregory Roland Hill;

Lots 32 and 51 Deposited Plan 1211750, being parts of the land in Certificate of Title CP/SP54072 and said to be in the possession of The Owners – Strata Plan No. 54072;

Lots 34 and 53 Deposited Plan 1211750, being parts of the land in Certificate of Title 7/5441 and said to be in the possession of Jeffrey Harold Welch and Sally Anne McAtee (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 33 and 52 Deposited Plan 1211750, being parts of the land in Certificate of Title 8/5441 and said to be in the possession of Brian Vincent Hor and Haiping Hor (registered proprietors) and National Australia Bank Limited and Loanwiz Finance Pty Ltd (mortgagees);

Lots 46 and 65 Deposited Plan 1211750, being parts of the land in Certificate of Title 1/413750 and said to be in the possession of John Mack Robertson (registered proprietor) and National Australia Bank Limited (mortgagee);

Lots 45 and 64 Deposited Plan 1211750, being parts of the land in Certificate of Title 2/413750 and said to be in the possession of Ali Khodadad and Farideh Ghadimi (registered proprietors) and Australia and New Zealand Banking Group (mortgagee);

Lots 44 and 63 Deposited Plan 1211750, being parts of the land in Certificate of Title 3/413750 and said to be in the possession of Hubert Sawicki and Rosaline Mary Rowley (registered proprietors) and Newcastle Permanent Building Society Limited (mortgagee);

Lots 43 and 62 Deposited Plan 1211750, being parts of the land in Certificate of Title 4/413750 and said to be in the possession of Ediriweera Patabendige Priyani Manamperi (registered proprietor) and Perpetual Trustees Victoria Limited (mortgagee);

Lots 42 and 61 Deposited Plan 1211750, being parts of the land in Certificate of Title A/317888 and said to be in the possession of Roger Andrews and Elizabeth Jennifer Andrews;

Lots 41 and 60 Deposited Plan 1211750, being parts of the land in Certificate of Title B/317888 and said to be in the possession of Douglas Wah-Tak Lung (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 40 and 59 Deposited Plan 1211750, being parts of the land in Certificate of Title C/317888 and said to be in the possession of Saantwana Kumari Lentz (registered proprietor) and Bankwest (mortgagee);

Lots 29 and 48 Deposited Plan 1211750, being parts of the land in Certificate of Title 1/1179227 and said to be in the possession of Sing Ho Wong and Yuk Yin Wong (registered proprietors) and Suncorp-Metway Limited (mortgagee);

Lots 30 and 49 Deposited Plan 1211750, being parts of the land in Certificate of Title 19/5441 and said to be in the possession of Leslie George Hewatt and Carol Joan Hewatt;

Lots 31 and 50 Deposited Plan 1211750, being parts of the land in Certificate of Title 20/5441 and said to be in the possession of Ben Yuk Shing Kwok and Linda Wan Yuet Kwok (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 39 and 58 Deposited Plan 1211750, being parts of the land in Certificate of Title A/191672 and said to be in the possession of Panan Trairattanasirikul and Jittinun Trairattanasirikul (registered proprietors) and St George Bank Limited (mortgagee);

Lots 38 and 57 Deposited Plan 1211750, being parts of the land in Certificate of Title B/191672 and said to be in the possession of Johan Philip Elzerman and Karen Ellen Elzerman (registered proprietors), Westpac Banking Corporation (mortgagee) and Eva Trading Pty Ltd (lessee);

Lots 37 and 56 Deposited Plan 1211750, being parts of the land in Certificate of Title C/191672 and said to be in the possession of Shu Xian Ren (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 36 and 55 Deposited Plan 1211750, being parts of the land in Certificate of Title D/191672 and said to be in the possession of John Patrick Cullen;

Lots 34 and 50 Deposited Plan 1211837, being parts of the land in Certificate of Title 3/14274 and said to be in the possession of Marie Habkouk (registered proprietor) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 37 and 53 Deposited Plan 1211837, being parts of the land in Certificate of Title 5/14274 and said to be in the possession of Nicholas Earl Ashby and Leah-Anne Ashby (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 36 and 52 Deposited Plan 1211837, being parts of the land in Certificate of Title 6/14274 and said to be in the possession of Fang Li and Danyang Gao (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 35 and 51 Deposited Plan 1211837, being parts of the land in Certificate of Title 7/14274 and said to be in the possession of Timothy Peter O'Brien and Lisa Gae O'Brien (registered proprietors) and St George Bank Limited (mortgagee);

Lots 40 and 56 Deposited Plan 1211837, being parts of the land in Certificate of Title 11/1008101 and said to be in the possession of Nemesio Biason Jr and Karen Sayson Biason (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 41 and 57 Deposited Plan 1211837, being parts of the land in Certificate of Title 12/1008101 and said to be in the possession of Richard Zeaiter and Fay Zeaiter (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 39 and 55 Deposited Plan 1211837, being parts of the land in Certificate of Title 13/1008101 and said to be in the possession of Joseph Anthony Martinez and Michelle Carol Martinez (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 38 and 54 Deposited Plan 1211837, being parts of the land in Certificate of Title 14/1008101 and said to be in the possession of Robert Michael Tully and Diana Lesley Tully;

Lots 30 and 46 Deposited Plan 1211837, being parts of the land in Certificate of Title 2/559643 and said to be in the possession of David Jeffrey Gray and Wisitta Gray (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 32 and 48 Deposited Plan 1211837, being parts of the land in Certificate of Title 2/534132 and said to be in the possession of Albert Neil Denning, Aaron Noel Denning

and Cassandra Patricia Denning (registered proprietors) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 29 and 45 Deposited Plan 1211837, being parts of the land in Certificate of Title 1/1174443 and said to be in the possession of Roderick Steven Elliott;

Lots 28 and 44 Deposited Plan 1211837, being parts of the land in Certificate of Title 2/1174443 and said to be in the possession of James Bernard Elliott;

Lots 33 and 49 Deposited Plan 1211837, being parts of the land in Certificate of Title 3/534132 and said to be in the possession of Heather Christian Wellard, Terence Charles Wellard and Dorothy Olive Wellard;

Lots 27 and 43 Deposited Plan 1211837, being parts of the land in Certificate of Title C/101240 and said to be in the possession of Yvonne Aileen May Morin;

Lots 31 and 47 Deposited Plan 1211837, being parts of the land in Certificate of Title 1/559643 and said to be in the possession of Nora Lahoud (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 26 and 42 Deposited Plan 1211837, being parts of the land in Certificate of Title CP/SP90751 and said to be in the possession of The Owners – Strata Plan No. 90751;

Lots 39 and 56 Deposited Plan 1211909, being parts of the land in Certificate of Title 1/235873 and said to be in the possession of Gillian Mari Christer (registered proprietor) and Suncorp-Metway Limited (mortgagee);

Lots 40 and 57 Deposited Plan 1211909, being parts of the land in Certificate of Title 2/235873 and said to be in the possession of Patrick Francis Goddard and Deanna Mary Goddard (registered proprietors) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 41 and 58 Deposited Plan 1211909, being parts of the land in Certificate of Title 5/242447 and said to be in the possession of Edward James O'Brien and Sandra Diane O'Brien;

Lots 42 and 59 Deposited Plan 1211909, being parts of the land in Certificate of Title 6/242447 and said to be in the possession of David Arthur Watts and Sanda Elena-Marie Svedas (registered proprietors) and National Australia Bank Limited (mortgagee);

Lots 43 and 60 Deposited Plan 1211909, being parts of the land in Certificate of Title 7/242447 and said to be in the possession of Pawel Markiewicz and Virginia Catherine Severino (registered proprietors) and Commonwealth Bank of Australia and Salvatore Severino and Elizabeth Maria Severino (mortgagees);

Lots 45 and 62 Deposited Plan 1211909, being parts of the land in Certificate of Title 81/863934 and said to be in the possession of Andrew Guthrie Mathers (registered proprietor) and Westpac Banking Corporation (mortgagee);

Lots 44 and 61 Deposited Plan 1211909, being parts of the land in Certificate of Title 82/863934 and said to be in the possession of Richard Anthony Scarr;

Lots 47 and 64 Deposited Plan 1211909, being parts of the land in Certificate of Title 100/863933 and said to be in the possession of Jamile Zaiter, Richard Zaiter and Nadia Zaiter;

Lots 46 and 63 Deposited Plan 1211909, being parts of the land in Certificate of Title 101/863933 and said to be in the possession of Jamile Zaiter, Richard Zaiter and Nadia Zaiter;

Lots 48 and 65 Deposited Plan 1211909, being parts of the land in Certificate of Title 2/563529 and said to be in the possession of Christopher Philip Mansfield and Christine Genevieve Mansfield (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 53 and 70 Deposited Plan 1211909, being parts of the land in Certificate of Title 15/260252 and said to be in the possession of Kenneth Ross Eberbach and Ksenija Katharina Eberbach (registered proprietors) and RHG Mortgage Corporation Limited (mortgagee);

Lots 52 and 69 Deposited Plan 1211909, being parts of the land in Certificate of Title 16/260252 and said to be in the possession of Srinivasa Ranga Kandadai and Malathi Sirinivasan Kandadai (registered proprietors) and Credit Union Australia Limited (mortgagee);

Lots 51 and 68 Deposited Plan 1211909, being parts of the land in Certificate of Title 17/260252 and said to be in the possession of Richard James Baecher and Rosemary Baecher (registered proprietors) and AMP Bank Limited (mortgagee);

Lots 50 and 67 Deposited Plan 1211909, being parts of the land in Certificate of Title 18/260252 and said to be in the possession of Jun Zhang and Yan Huang (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 49 and 66 Deposited Plan 1211909, being parts of the land in Certificate of Title 19/260252 and said to be in the possession of Geoffrey Miles Drury;

Lots 38 and 55 Deposited Plan 1211909, being parts of the land in Certificate of Title 2/504102 and said to be in the possession of Eugene Mulukin and Gina Alexandria Mulukin;

Lots 39 and 58 Deposited Plan 1211835, being parts of the land in Certificate of Title 12/260252 and said to be in the possession of David Robert Mortiss and Betty June Mortiss;

Lots 38 and 57 Deposited Plan 1211835, being parts of the land in Certificate of Title 13/260252 and said to be in the possession of Peter William Pearson and Maria Therese Pearson (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 40 and 59 Deposited Plan 1211835, being parts of the land in Certificate of Title 14/260252 and said to be in the possession of Maria Elisa Grant and Dennis John Grant (registered proprietors) and Perpetual Trustee Company Limited (mortgagee);

Lots 34 and 53 Deposited Plan 1211835, being parts of the land in Certificate of Title 20/260252 and said to be in the possession of Nicodemo Arcuri and Maria Arcuri (registered proprietors) and Permanent Custodians Limited (mortgagee);

Lots 35 and 54 Deposited Plan 1211835, being parts of the land in Certificate of Title 21/260252 and said to be in the possession of Kurt Anders Gustaf Attebo and Ingegerd Marianne Attebo;

Lots 41 and 60 Deposited Plan 1211835, being parts of the land in Certificate of Title 16/7378 and said to be in the possession of The Council of the Shire of Hornsby;

Lots 36 and 55 Deposited Plan 1211835, being parts of the land in Certificate of Title 1/614609 and said to be in the possession of Peter Elliott and Angela Christine Elliott;

Lots 37 and 56 Deposited Plan 1211835, being parts of the land in Certificate of Title 2/614609 and said to be in the possession of The Lorna Hodgkinson Sunshine Home;

Lots 32 and 51 Deposited Plan 1211835, being parts of the land in Certificate of Title B/364953 and said to be in the possession of Ruth Roberts;

Lots 30 and 49 Deposited Plan 1211835, being parts of the land in Certificate of Title CP/SP33482 and said to be in the possession of The Owners – Strata Plan No. 33482;

Lots 31 and 50 Deposited Plan 1211835, being parts of the land in Certificate of Title 101/730287 and said to be in the possession of Stephen Gary North and Jessica Rosalind North (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 29 and 48 Deposited Plan 1211835, being parts of the land in Certificate of Title A/443499 and said to be in the possession of Ratandeep Singh (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 28 and 47 Deposited Plan 1211835, being parts of the land in Certificate of Title 1/879038 and said to be in the possession of Yifei Lu and Xiulan Pang (registered proprietors) and St George Bank Limited (mortgagee);

Lots 27 and 46 Deposited Plan 1211835, being parts of the land in Certificate of Title 2/879038 and said to be in the possession of Kieran Rory McPherson and Marianne Barbara McPherson;

Lots 26 and 45 Deposited Plan 1211835, being parts of the land in Certificate of Title 3/879038 and said to be in the possession of David Xiang Zhang (registered proprietor) and Commonwealth Bank of Australia (mortgagee);

Lots 25 and 44 Deposited Plan 1211835, being parts of the land in Certificate of Title 4/371704 and said to be in the possession of John Piperitis and Connie Piperitis (registered proprietors) and Perpetual Limited (mortgagee);

Lots 24 and 43 Deposited Plan 1211835, being parts of the land in Certificate of Title 15/609696 and said to be in the possession of Peter Bernard Hill and Johanne Mary Hill;

Lots 15 and 25 Deposited Plan 1211858, being parts of the land in Certificate of Title 1/870867 and said to be in the possession of Ian Thomas Powell, Joy Marilyn Powell and Lisa Joy Powell;

Lots 102 to 105 inclusive Deposited Plan 1212206, being parts of the land in Certificate of Title 59/1002697 and said to be in the possession of Rail Corporation New South Wales;

Lots 7 and 12 Deposited Plan 1211814, being parts of the land in Certificate of Title 6/595546 and said to be in the possession of Sydney Water Corporation;

Lots 6 and 11 Deposited Plan 1211814, being parts of the land in Certificate of Title CP/SP49372 and said to be in the possession of The Owners – Strata Plan No. 49372;

Lots 18 and 28 Deposited Plan 1211858, being parts of the land in Certificate of Title 251/1018466 and said to be in the possession of Adam Charles Huntley and Lana Carla Huntley (registered proprietors) and Qantas Staff Credit Union Limited (mortgagee);

Lots 19 and 29 Deposited Plan 1211858, being parts of the land in Certificate of Title 252/1018466 and said to be in the possession of Jing Ma and Mengwei Zhang (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 20 and 30 Deposited Plan 1211858, being parts of the land in Certificate of Title 24/706261 and said to be in the possession of Panbo Ye and Christine Yajing Wen (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 22 and 32 Deposited Plan 1211858, being parts of the land in Certificate of Title 45/1046911 and said to be in the possession of Wai Yin Cham and Hon Yu Ma (registered proprietors) and HSBC Bank Australia Limited (mortgagee);

Lots 21 and 31 Deposited Plan 1211858, being parts of the land in Certificate of Title 46/1046911 and said to be in the possession of Laura Sylvia Soutter;

Lots 23 and 33 Deposited Plan 1211858, being parts of the land in Certificate of Title 47/1046911 and said to be in the possession of Zhenning Li and Jialian Gu (registered proprietors) and National Australia Bank Limited (mortgagee);

Lots 30 and 50 Deposited Plan 1211458, being parts of the land in Certificate of Title 12/557471 and said to be in the possession of Jin Tao Zheng and Cuier Huang (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 31 and 51 Deposited Plan 1211458, being parts of the land in Certificate of Title 13/557471 and said to be in the possession of Ivan Douchkov;

Lots 32 and 52 Deposited Plan 1211458, being parts of the land in Certificate of Title 1/126921 and said to be in the possession of Ruchita Dhiman and Kapil Dhiman (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 33 and 53 Deposited Plan 1211458, being parts of the land in Certificate of Title 1/126798 and said to be in the possession of Jincy Jose and Baiju John Vattoly (registered proprietors) and Commonwealth Bank of Australia (mortgagee);

Lots 34 and 54 Deposited Plan 1211458, being parts of the land in Certificate of Title 2/218588 and said to be in the possession of Ann Elizabeth Commens (registered proprietor) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 35 and 55 Deposited Plan 1211458, being parts of the land in Certificate of Title 11/557471 and said to be in the possession of Shi Yuan Chen and Oi Lin Lin;

Lots 36 and 56 Deposited Plan 1211458, being parts of the land in Certificate of Title 2/226057 and said to be in the possession of Glen Alan Hannah and Lianne Gai Hannah (registered proprietors) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 46 and 66 Deposited Plan 1211458, being parts of the land in Certificate of Title 1/226389 and said to be in the possession of Barrie James Purdon and Margaret Elizabeth Purdon;

Lots 37 and 57 Deposited Plan 1211458, being parts of the land in Certificate of Title 2/226389 and said to be in the possession of Veerakathy Ravindra and Rajanthi Ravindra;

Lots 38 and 58 Deposited Plan 1211458, being parts of the land in Certificate of Title 3/226389 and said to be in the possession of Phillip John Keene and Natarsha Lea Peacock (registered proprietors) and National Australia Bank Limited (mortgagee);

Lots 39 and 59 Deposited Plan 1211458, being parts of the land in Certificate of Title 4/226389 and said to be in the possession of Hui Wang and Wei Li (registered proprietors) and National Australia Bank Limited (mortgagee);

Lots 40 and 60 Deposited Plan 1211458, being parts of the land in Certificate of Title 5/226389 and said to be in the possession of Lincoln James Power and Katrina Anne Hunt (registered proprietors) and Encompass Credit Union Limited (mortgagee);

Lots 41 and 61 Deposited Plan 1211458, being parts of the land in Certificate of Title 2/237353 and said to be in the possession of Donald William Smallbone;

Lots 42 and 62 Deposited Plan 1211458, being parts of the land in Certificate of Title 3/237353 and said to be in the possession of Benjamin James Trusswell and Sarah Lynne Trusswell (registered proprietors) and Perpetual Limited (mortgagee);

Lots 43 and 63 Deposited Plan 1211458, being parts of the land in Certificate of Title 4/237353 and said to be in the possession of Jim Jian Jian Jiang and Julian Yong Li Jiang (registered proprietors) and Westpac Banking Corporation (mortgagee);

Lots 48 and 68 Deposited Plan 1211458, being parts of the land in Certificate of Title 5/237353 and said to be in the possession of De Jun Qian and Qiao-Ling Zhao (registered proprietors) and Australia and New Zealand Banking Group Limited (mortgagee);

Lots 47 and 67 Deposited Plan 1211458, being parts of the land in Certificate of Title 6/237353 and said to be in the possession of Carol Ann Liston; and

Lots 45 and 65 Deposited Plan 1211458, being parts of the land in Certificate of Title 3/226057 and said to be in the possession of Jason Bygrave and Susan Jane Bygrave (registered proprietors) and Westpac Banking Corporation (mortgagee).

(RMS papers: SF2015/113698; RO SF2014/076318)

**TRANSPORT ADMINISTRATION ACT 1988**

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

Notice of Compulsory Acquisition of Land for the  
Purposes of Transport for NSW

Transport for NSW, with the approval of His Excellency the Governor with the advice of the Executive Council, declares that the land described in Schedule 1 hereto is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the purposes of Transport for NSW, as authorised by the *Transport Administration Act 1988*.

Dated this tenth day of December 2015

WESLEY HERON  
Executive Director Program Delivery  
Infrastructure and Services  
Transport for NSW

**Schedule 1**

All that piece or parcel of land situated at Dunmore, in the Local Government Area of Shellharbour, Parish of Terragong, County of Camden and State of New South Wales, shown as Lots 100, 104, 105 and 107 in Deposited Plan 1174964 and said to be in the possession of Stefan Dzwonnik, **excluding from the acquisition:**

- DP 1144885 Easement to drain water 3 metre(s) wide affecting the part(s) shown so burdened in the title diagram
- DP 1144885 Easement for batter and support variable width affecting the part(s) shown so burdened in the title diagram

Reference: 4588299\_1



**PORTS AND MARITIME ADMINISTRATION REGULATION 2012**

Clauses 20, 21 and 23

Order Setting Mandatory Standards and Giving Directions

Transport for NSW

I, Timothy Reardon, Secretary of the Department of Transport, on behalf of Transport for NSW, being a delegate of the Minister, under the specified provision of the *Ports and Maritime Administration Regulation 2012*, do as follows:

- (1) Set, under clause 20, the mandatory standards in connection with the provision of truck servicing by stevedores at Port Botany in the attached document entitled “Port Botany Landside Operations Mandatory standards under Part 3 of the Ports and Maritime Administration Regulation 2012”; and
- (2) Give, under clause 22, the directions contained in the attached mandatory standards document entitled “Port Botany Landside Operations Mandatory standards under Part 3 of the Ports and Maritime Administration Regulation 2012”.

**Revocation of previous Order**

The Order setting mandatory standards and giving directions included in the mandatory standards as published in the *New South Wales Government Gazette* No 131 of 3 December 2010, as amended, is revoked.

**Date of Effect and Termination**

This Order takes effect on the day that it is published in the Gazette and will continue in force until revoked.

This Order may be revoked at any time by the Minister.

TIMOTHY REARDON  
Secretary

Date: 22/10/15

Note: Clause 21 of the *Ports and Maritime Administration Regulation 2012* contains the procedure for setting and notifying mandatory standards.

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## **Port Botany Landside Operations**

Mandatory standards under Part 3 of the  
Ports and Maritime Administration  
Regulation 2012

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## PART A: INTRODUCTION

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### 1 Background

- (a) This document comprises the mandatory standards set by the Minister under the authority of Part 3 of the Ports and Maritime Administration Regulation 2012.
- (b) This document also contains directions given by the Minister under the authority of Part 3 of the Ports and Maritime Administration Regulation 2012.

Note: Pursuant to clause 22(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

These mandatory standards take effect from the day this document is published in the Gazette.

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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 21 of the Regulation prescribes the procedure for setting and notifying any amendment of the mandatory standards.

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### 4 Application of this document

- (a) These mandatory standards apply to each of the following persons:
  - (i) Carriers (but not Rail Carriers); and
  - (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.

---

### 5 Overview

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 39 of the Regulation.
- (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 39 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; and
- (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 1: The matters prescribed in this clause are mandatory standards for the purpose of clause 27(1)(a) of the Regulation.

Note 2: Clause 27(1)(a) of the Regulation prescribes that a Stevedore who permits a truck to enter or exit from the stevedore's terminal in contravention of the gate requirements for truck servicing is guilty of an offence. The maximum penalty is 50 penalty units.

Note 3: Clause 27(1)(a) of the Regulation prescribes that a Carrier who permits a truck operated by the carrier to enter or exit from the stevedore's terminal in contravention of the gate requirements for truck servicing is guilty of an offence. The maximum penalty is 50 penalty units.

---

### 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 29(1) of the Regulation.

Note 2: Under clause 14.3 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 30(1) of the Regulation.

Note 4: Clauses 29(4) and 29(5) of the Regulation prescribe Financial Penalties which are recoverable by the Stevedores in respect of the cancellation of a Booking by a Carrier.

---

### 9 Carrier Booking and Listing

- (a) A Carrier must ensure that it and its Related Entities, together, use no more than one log-in code to make Bookings through a Stevedore's VBS.
- (b) A Carrier must not cancel a Booking for a Slot other than by Listing that Booking.

- (c) A Booking for a Slot that is Listed is not a cancelled Booking unless:
  - (i) the Carrier Listed the Booking within 12 hours prior to the commencement of the Time Zone in which the Booking occurs; or
  - (ii) the Carrier Listed the Booking within 24 hours and not less than 12 hours prior to the commencement of the Time Zone in which the Booking occurs and, before the commencement of that Time Zone, that Slot is not Booked again by the Carrier or is not Booked by another Carrier.

For the avoidance of doubt, a Carrier who changes the details of the Truck Identification Number and/or driver details for a booking ten minutes or more prior to entry to the Terminal is not deemed to have Listed the Booking.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 23(1) of the Regulation

---

## 10 Truck Identification Information

- (a) A Carrier must provide to the relevant Stevedore, by using that Stevedore's VBS, the Truck Identification Number of the Truck and the identity of the driver of the Truck that will complete a Truck Trip in respect of a Booking at that Stevedore's Terminal no later than ten minutes before the truck Arrives at that Stevedore's Terminal.
- (b) A Carrier must not make a Booking which specifies the Truck Identification Number for a Truck that will complete a Truck Trip in respect of that Booking unless an RFID Tag has been fitted to that Truck.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 23(1) of the Regulation.

Note 2: If a Carrier fails to comply with this mandatory standard, any financial penalty payable to it by a Stevedore in respect of that Booking will be reduced to \$0 under clause 16.4.

Note 3: The Truck Identification Number of Trucks entering a Terminal must also be provided to TfNSW in accordance with clause 32(c).

---

## 11 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; and
  - (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; and
    - (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;
    - (C) between the last to occur of the Slots referred to in clause 11(b)(i)(B) and the Affected Slot, the Affected Truck has been unable to Arrive for a Slot at the Stevedore's Terminal before the end of the applicable Time Zone for that Slot; and
    - (D) 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 11(b)(i)(B); or
  - (ii) **(Weekend Period)** all of the following conditions are satisfied:
    - (A) the Affected Slot commences during a Weekend Period; and
    - (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;
    - (C) between the last to occur of the Slots referred to in clause 11(b)(ii)(B) and the Affected Slot, the Affected Truck has been unable to Arrive for a Slot at the Stevedore's Terminal before the end of the applicable Time Zone for that Slot; and
    - (D) 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 11(b)(ii)(B).

Note: The matters prescribed in this clause are matters prescribed pursuant to clauses 33(6) and 37(3) of the Regulation.

---

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

### 12.1 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 TfNSW by email and through the TfNSW website no later than 24 hours after it occurs.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

### 12.2 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 30(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;
- (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 37(3) of the Regulation.

### 12.3 Early Arrivals

Any Financial Penalty that is payable by a Carrier for a failure to comply with the mandatory standard in clause 30(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 37(3) of the Regulation.

Note 2: If a Stevedore accepts an early arriving Truck into its Terminal then, for the purposes of clause 13, 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.

#### **12.4 Cancellation of Bookings**

Any Financial Penalty that is payable by a Carrier for a failure to comply with clause 29(5), clause 30(2) and clause 31 of the Regulation is reduced to \$0 in the following circumstance:

- (a) the Stevedore notifies the Carrier that a Vessel is available;
- (b) the Carrier makes a Booking in respect of a Container from that Vessel; and
- (c) the Stevedore subsequently notifies the Carrier that the Vessel is no longer available for the Time Zone in which the Booking occurs.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

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## PART C: STEVEDORE MANDATORY STANDARDS

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### 13 Truck Services

- (a) 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.
- (b) For each Truck that Arrives at a Stevedore's Terminal pursuant to a Booking and for the purpose of receiving Truck Services and that Truck Arrives after the end of the Time Zone but before the end of the Extended Arrival period, a Stevedore must perform the truck Services in full, unless that Extended Arrival Period occurs concurrently with a Stevedore's shift that is not manned for truck servicing.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clauses 30(3) and 32(1) of the Regulation.

Note 2: For the purposes of these mandatory standards, 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 31(1) of the Regulation.

---

### 14 Cancellation of Bookings and Time Zones

#### 14.1 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 24(1) of the Regulation.

#### 14.2 Cancellation of Bookings

- (a) A Stevedore must not cancel a Booking for a Slot or Slots unless:
  - (i) that Booking has been cancelled because the Stevedore has cancelled the entire Time Zone in which that Booking occurs in accordance with this clause 14; or
  - (ii) that Booking has been cancelled because the Carrier has failed to specify the relevant container number or the details of the Vessel (as applicable) in accordance with clause 14.2(b); or
  - (iii) that Booking has not been made by or at the request of a Carrier; or
  - (iv) it has received the prior approval of TfNSW.
- (b) A Stevedore must cancel a Booking for a Slot or Slots if a Carrier fails to specify:

- (i) in the case of a Booking in respect of an Import Container, the relevant Container number; or
- (ii) in the case of a Booking in respect of an Export Container, the details of the Vessel carrying the Container departing from Port Botany that is open for receipt;

no earlier than four hours and no later than four and one half hours after the Booking was made for that Slot or Slots.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clause 34(1) of the Regulation.

Note 2: A Booking which is cancelled by a Stevedore under this clause must be made available to all Carriers for booking under clause 14.3

#### **14.3 Stevedore must make certain cancelled Slots available**

If:

- (a) a Carrier cancels a Booking for a Slot at a Terminal; or
- (b) a Stevedore cancels a Booking for a Slot at a Terminal in accordance with clause 14.2(b) because of the Carrier's failure to specify the Container number or the details of the Vessel (as applicable);

then the relevant Stevedore must:

- (c) immediately make the cancelled Slot available to all Carriers for Booking; and
- (d) 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 29(1) of the Regulation.

#### **14.4 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) TfNSW;
  - (ii) every Carrier affected by the cancellation of the entire Time Zone; and
  - (iii) every VBS Service Provider.
- (c) A notice given under clause 14.4(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 35(1) of the Regulation.

#### 14.5 Stevedore must make alternative Slots available in a similar Time Zone

Where, under the Regulation or these Mandatory Standards, a Stevedore is required to offer an alternative Slot for Booking by a Carrier, the alternative Slot must be in the same Time Zone or in a Time Zone on either side of that Time Zone, or at a time agreed with the Carrier within the time period specified by the Regulation.

Note: The matters prescribed in this clause are mandatory standards for the purpose of clause 23(1) of the Regulation.

---

## 15 Slots

### 15.1 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) Stevedores may, but are not required to, make available the Minimum Number of Slots each day by allocation of approximately 50% of the total number of Slots for Booking by Large Carriers and approximately 50% of the total number of Slots for Booking by Small Carriers.
- (c) In making available the Minimum Number of Slots under clause 15.1(a), each Stevedore must allocate and make available:
  - (i) Slots for Booking for Import Containers or for Export Containers unless for a Weekend Period where the Slots may be unspecified; and
  - (ii) Slots for Booking as Export Containers no sooner than 15 minutes after slots for Booking as Import Containers are made available.
- (d) TfNSW approval is required for the Stevedores determination of the division of the Minimum Number of Slots for booking as import Containers and Export Containers under clause 15.1(c).
- (e) A Stevedore (and only a Stevedore) may change the classification of a Slot at any time if the Carrier who makes a Booking in respect of that Slot requests the Stevedore to change the classification.
- (f) A Stevedore (and, if applicable its VBS Service Provider) must not allow Carriers to swap their own Bookings for Import Containers and Export Containers between Time Zones and then List either or both of those swapped Bookings.
- (g) 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.
- (h) A Stevedore may reduce the Minimum Number of Slots available within one or more Time Zones as follows:
  - (i) where the affected Time Zones occur (either wholly or partially) during the period from the commencement of the Stevedore's Midnight Shift on a Weekday or Public Holiday that is not a Friday (Relevant Day) until the commencement of the Stevedore's Midnight Shift for the following



Weekday, by giving notice to TfNSW in accordance with clause 15.1(i) by no later than 10:00am on the Relevant Day; and

- (ii) where the affected Time Zones occur during the period from the Stevedore's Midnight Shift on a Friday until commencement of the Stevedore's first Morning Shift following the Weekend Period, by giving notice to TfNSW in accordance with clause 15.1(i) by no later than 10:00am on that Friday; and
- (iii) where the Stevedore has given notice to TfNSW in accordance with clause 15.1(i) and has received the prior written approval of TfNSW to the proposed reduction in the Minimum Number of Slots,

provided that any Slots that have been Booked in any affected Time Zones are not cancelled other than in accordance with these Mandatory Standards.

- (i) A notification to be given under clause 15.1(h) must include detailed particulars of the reduction in Slots and be provided by email to TfNSW and through the TfNSW website.

Note 1: The matters prescribed in this clause are mandatory standards for the purpose of clause 25(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.

Note 3: A Stevedore must provide a list setting out the details of Large Carriers and Small Carriers to TfNSW under clause 29(c) of these mandatory standards.

## 15.2 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 TfNSW 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 26(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 TfNSW in accordance with the direction in clause 32 of these mandatory standards.
- (d) Where a Stevedore (and, if applicable, its VBS Service Provider) receives notice from TfNSW that it has been unable to confirm that a log-in code which is used to make Bookings at that Stevedore's Terminal has been issued to a person that:
  - (i) is a bona fide Carrier; or
  - (ii) is complying with clause 9(a)

the 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, which is made using that log-in code.

- (e) A Stevedore (and, if applicable, its VBS Service Provider) must allow a Carrier to specify, using the Stevedore's VBS, that Truck Servicing in respect of the Bookings referred to in clause 26.3 or clause 26.4 is to be performed as one Truck Trip.

Note 1 TfNSW 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 23(1) of the Regulation.

Note 3 TfNSW has established a process that must be followed before giving a notice of the kind referred to in clause 15.2(d) in respect of a log-in code. The process includes a review and unanimous acceptance by a working group of the Port Road Taskforce and its successors. The working group includes Road Freight NSW Container Division representation.

### 15.3 Manifesting across multiple Time Zones

A Stevedore (and, if applicable, its VBS Service Provider) must allow Truck Trips to be manifest for multiple Bookings across up to two consecutive Time Zones where Bookings are held in each of those Time Zones and undertaken as a single Truck Trip in the earliest of those Time Zones.

Note: The matters prescribed in this clause are mandatory standards for the purposes of Clause 23 of the Regulation.

### 15.4 Financial Penalties reduced for certain Slots

- (a) If a Container is Red Line Hazardous and
  - (i) a Stevedore makes a Booking on a Carrier's behalf for a Slot that has been chosen by the Stevedore;then
  - (ii) 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 is 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
  - (iii) without limiting clause 15.4(a)(ii), the Slot is not included in the Minimum Number of Slots required to be made available under clause 15.1 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 37(3) and 25(1) of the Regulation.

- (b) If 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:
  - (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 is reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot; and
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot; and
    - (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 15.4(b)(i), the Slot is not included in the Minimum Number of Slots required to be made available under clause 15.1 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 37(3) and 25(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 is reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot; and
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot; and
    - (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 15.4(c)(i), the relevant Slots are not included in respect of the Minimum Number of Slots required to be made available under clause 15.1 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 37(3) and 25(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 is reduced to \$0:
    - (A) the time that a Truck Arrives at the relevant Terminal in respect of that Slot; and
    - (B) the failure of a Truck to Arrive at the relevant Terminal in respect of that Slot; and
    - (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 15.4(d)(i), the relevant Slots are not included in respect of the Minimum Number of Slots required to be made available under clause 15.1 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 37(3) and 25(1) of the Regulation.

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

### 16.1 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 has cancelled one or more Time Zones because of the Unforeseen Event; and
- (c) the Stevedore provides detailed particulars of the Unforeseen Event to TfNSW by email and through the TfNSW website and by email to the relevant Carrier(s) no later than 60 minutes after it occurs; and
- (d) except where the incident the subject of the Unforeseen Event is a Significant Weather Event, the Stevedore provides an Incident Report to TfNSW by email and through the TfNSW website no later than 5 days after the occurrence of the Unforeseen Event; and
- (e) no later than 30 minutes after the Stevedore determines that it will be unable to comply with a mandatory standard due to the Unforeseen Event, the Stevedore informs Carriers and the driver of each Truck in the Service Line of the following:

- (i) the anticipated duration of the Unforeseen Event; and
- (ii) that Trucks may leave the Service Line; and
- (iii) whether the Stevedore (in its absolute discretion) will allow Trucks to remain in the Service Line to have all remaining parts of Truck Servicing completed.

Note: The matters prescribed in this clause are mandatory standards pursuant to clause 37(3) of the Regulation.

## 16.2 Reduction of number of Slots offered per Hour

- (a) Any Financial Penalty that is payable by a Stevedore for a failure to comply with the mandatory standard in clause 15.1 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) TfNSW approves a reduction in the Minimum Number of Slots to be made available by that Stevedore in each affected Hour; and
  - (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 TfNSW; and
  - (iv) TfNSW has not revoked its approval before the time that the failure occurs.

Note: For the purposes of clause 16.2(a)(iii) it will be sufficient for a Stevedore to give notice to Carriers using that Stevedore's VBS.

- (b) If TfNSW gives approval under clause 16.2(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 TfNSW website.

Note 1: The matters prescribed in this clause are matters prescribed pursuant to clause 37(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 14.4 applies if a Stevedore wishes to cancel an entire Time Zone.

Note 4: Under this clause, TfNSW 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 TfNSW of its approval, see clause 2(r) of Schedule 1.

## 16.3 Failure by a Carrier to provide information to TfNSW

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 TfNSW the information that is required to be given by that Carrier in accordance with the direction in clause 32.

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

#### **16.4 Failure by a Carrier to provide information to the Stevedore**

Any Financial Penalty that is payable by a Stevedore to a Carrier for a failure to comply with the mandatory standard in respect of a Booking is reduced to \$0 if the Carrier fails to comply with the Mandatory Standard under clause 10(a) or clause 10(b) in respect of that Booking.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation

#### **16.5 Change of availability of Vessel**

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

- (a) the Stevedore notifies the Carrier that a Vessel would be available for a Booking of a Container to be collected or delivered from or for that Vessel; and
  - (i) the Carrier makes a Booking for the purpose of collecting or delivering that Container; and
  - (ii) the Vessel subsequently becomes unavailable to the Stevedore due to:
    - (A) the closure by Port Authority of NSW of Port Botany waterways; or
    - (B) the delay of the relevant Vessel arriving at Port Botany; and
    - (C) the Stevedore notifies the Carrier 4 hours or more prior to the commencement of the Time Zone in which the Booking is scheduled to occur that the Container is no longer available or that Vessel is no longer available to receive the Container;
  - (iii) the Vessel subsequently becomes unavailable to the Stevedore due to:
    - (A) the delay in the provision of services by the Stevedore to the relevant Vessel carrying the Container; and
    - (B) the Stevedore notifies the affected carrier 12 hours or more prior to the commencement of the Time Zone in which the Booking is scheduled to occur that the Container is no longer available.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(3) of the Regulation.

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## PART D: REGULATION OF CHARGES

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### 17 Storage

- (a) A Stevedore must not require the payment of any charge in respect of:
  - (i) the storage of an Import Container for a day that is not a Working Day; or
  - (ii) the storage of an Import Container for the first 3 Working Days after storage commences; or
  - (iii) storage of any Container that results from the cancellation of a Time Zone or Booking or Slot for an Unforeseen Event; or
  - (iv) subject to clause 17(b), storage of an Import Container that results from the cancellation by the Stevedore of a Time Zone or Booking in relation to a Slot Booked by the Carrier for the Import Container.
- (b) If, in the circumstance referred to in clause 17(a)(iv), a Carrier does not accept a replacement Booking offered by the Stevedore in accordance with clause 14.5, the Stevedore may require the payment of a charge by a Carrier for the storage of the Import Container for the period of storage that is after the last alternative Slot that could be offered for Booking under clause 14.5.
- (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; and
  - (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 for import clearance of the 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 36(1) of the Regulation.

Note 2: Subject to clause 17(c), all movements of Off-Site Examination Containers are subject to the matters prescribed by this document.

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## 18 Charging for matters addressed by mandatory standards

A Stevedore must not and must ensure that its VBS Service Provider does not impose any charge on a Carrier in respect of:

- (a) the time that a Truck Arrives at the relevant Terminal for a Booking; or
- (b) the failure of a Truck to Arrive at the relevant Terminal for a Booking; or
- (c) the cancellation of a Booking, regardless of when the cancellation occurs, including any cancellations by a Carrier in circumstances where the cancellation related to:
  - (i) changed advice from the Stevedore on Container availability; or
  - (ii) the Listing process of the Stevedore's VBS.

Note 1: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 36(1) of the Regulation.

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

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## 19 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 3rd day of December 2010; or
  - (ii) require the payment of a charge by any person that was not as at the 3rd day of December 2010, 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 3rd day of December 2010; or
  - (ii) requires the payment of any charge that was not as at the 3rd day of December 2010 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 ensure 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 19(b)(i)) or of the new charge (in the case of clause 19(b)(ii)) is given to TfNSW and that notice complies with clause 19(c).



- (c) A notice given under this clause 19(c) must provide detailed reasons, including all supporting information and data, for the increase (in the case of clause 19(b)(i)) or the new charge (in the case of clause 19(b)(ii)).
- (d) If TfNSW notifies a Stevedore that it requires information in addition to the information provided in a notice given by that Stevedore under clause 19(c) the Stevedore must comply with that notice.
- (e) If, before the expiry of the 60 day period referred to in clause 19(b), TfNSW 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 19(b)(i)) or of a proposed new charge (in the case of clause 19(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 19(b)(i)) or that charge (in the case of clause 19(b)(ii)).

Note 1: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 36(1) of the Regulation

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

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### **20 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;
- (b) the Service Line for the Patrick Terminal is identified in section 2 of Schedule 2.
- (c) the Service Line for the SICTL Terminal is identified in section 3 of Schedule 2.

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### **21 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 TfNSW to the relevant Stevedore to be the time that that Truck arrived at that Terminal on the basis of data and information gathered by TfNSW, provided that time is not later than the time referred to in clause 21(a).

Note 1: The matters prescribed in this clause 21 are mandatory standards for the purpose of clause 30(3) of the Regulation

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### **22 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 TfNSW 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 TfNSW.

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### **23 Determining the extended arrival period**

The Extended Arrival Period is the period determined by TfNSW from time to time and notified by TfNSW on its website in accordance with clause 30(4) of the Regulation.

Note: The Extended Arrival Period is currently determined by TfNSW to be the period of 30 minutes.

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### **24 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.

Note: Clause 32(2) of the Regulation prescribes that a financial penalty is payable by the Stevedore to the Carrier calculated at the rate of \$25 for every period of 15 minutes by which the Truck Turnaround Time is exceeded.

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## 25 Determining the Minimum Number of Slots

For the purposes of these mandatory standards the Minimum Number of Slots is 54.

Note: Clause 25(2) of the Regulation prescribes that a Stevedore who fails to make the Minimum Number of Slots available for Booking as required by the mandatory standards is guilty of an offence on each day that the failure occurs. The maximum penalty is 500 penalty units.

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## 26 Determining matters relating to Truck Trips

### 26.1 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 at the time determined by TfNSW to be the time a Truck trip was completed.

### 26.2 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 the Booking at "Terminal A" and one Truck Trip in respect of the Booking at "Terminal B").

### 26.3 Trucks that are manifest in respect of two or more Bookings in the same Time Zone at same Terminal

If:

- (a) a Truck Arrives at a Terminal at Port Botany; and
- (b) that Truck is manifest in respect of two or more Bookings that occur in the same Time Zone at that Terminal (whether or not those Bookings are made by the same Carrier or different Carriers); and
- (c) ten minutes prior to the Truck entering the Stevedore's Terminal during that Time Zone, a Carrier specifies, using the relevant Stevedore's VBS, that Truck Servicing in respect of all those Bookings is to be performed as one Truck Trip,

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.

**26.4 Trucks that are manifest in respect of two or more Bookings in adjacent Time Zones at same Terminal**

If:

- (a) a Truck Arrives at a Terminal at Port Botany; and
- (b) that Truck is manifest in respect of two or more Bookings (whether or not those Bookings are made by the same Carrier or different Carriers), where:
  - (i) at least one of those Bookings occurs in a Time Zone (the Primary Time Zone); and
  - (ii) the remainder of those Bookings occurs in Time Zones that are immediately prior to, and/or immediately after, the Primary Time Zone; and
- (c) ten minutes prior to the Truck entering the Stevedore's Terminal during the earliest of those Time Zones, a Carrier specifies, using the relevant Stevedore's VBS, that Truck Servicing in respect of all those Bookings is to be performed as one Truck Trip; and
- (d) a Carrier has not specified that Truck Servicing in respect of any of those Bookings is to be performed as one Truck Trip with Bookings in any other Time Zone,

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.

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**27 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 Job Completion has occurred.

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## PART F: RECORDS AND INFORMATION

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### 28 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 39(1) of the Regulation.

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### 29 Records, data and other information to be provided to TfNSW

- (a) Each Stevedore must provide to TfNSW 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 29.
- (b) For the purposes of clause 29(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.
- (c) Each Stevedore must provide to TfNSW within 28 days after the end of each calendar year quarter:
  - (i) a list setting out the details of all Carriers:
    - (A) in descending order those who have completed the highest number of Bookings; and
    - (B) who collectively have completed Bookings in respect of half of the Minimum Number of Slots,  
  
during that calendar year quarter (also referred to by Stevedores as B class Carriers or other similar term) (Large Carriers); and
  - (ii) a list setting out the details of all Carriers who are not Large Carriers during that calendar year quarter (also referred to by Stevedores as A class Carriers or other similar term) (Small Carriers).
- (d) Each Stevedore must provide to TfNSW for its approval within 28 days after the end of each calendar year quarter details of the rules and/or parameters used by the Stevedore to determine whether a Carrier is categorised by it as a Large Carrier or a Small Carrier in respect of that calendar year quarter.

Note: The matters prescribed in this clause constitute a direction to each Stevedore pursuant to clause 39(1) of the Regulation.

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### 30 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 39(1)(c) of the Regulation.

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

- (a) Each Stevedore must notify TfNSW 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 TfNSW it must give TfNSW 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 39(1) of the Regulation.

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### 32 Carriers to provide information to TfNSW

- (a) If a Carrier commences to operate Trucks at a Terminal for the first time, it must promptly provide to TfNSW the following details:
  - (i) the Carrier's name and ABN; and
  - (ii) the Carrier codes or unique identification numbers that are used by or assigned to the Carrier in respect of each Stevedore; and
  - (iii) the Carrier's address for invoicing purposes; and
  - (iv) the name and contact details of the Carrier's first point of contact for queries or invoices; and
  - (v) the Truck Identification Number of each of the Carrier's Trucks; and
  - (vi) any other details notified by TfNSW 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 TfNSW in accordance with clause 32(a), or if that information otherwise becomes inaccurate, incomplete or misleading in any way, that Carrier must notify TfNSW and provide such new information to TfNSW as is necessary to ensure that the information is not inaccurate, incomplete or misleading.

- (c) Each time that a Truck which is operated by (or on behalf of) a Carrier enters a Terminal through an In Gate to complete a Truck Trip in respect of a Booking, the Carrier must:
  - (i) provide to TfNSW the Truck Identification Number of that Truck; and
  - (ii) provide such information:
    - (A) at the time the Truck enters the Terminal; and
    - (B) by using an RFID Tag which has been fitted to the Truck.

Note: The matters prescribed by this clause constitute a direction to each Carrier pursuant to clause 28(1) of the Regulation.

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## PART G: INVOICING OF FINANCIAL PENALTIES

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### 33 Stevedore Invoicing of Financial Penalties

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

- (a) A Stevedore must ensure that each invoice that it issues to a Carrier for payment of Financial Penalties:
  - (i) clearly itemises each relevant Booking Record of the Carrier at that Stevedore's Terminal; and
  - (ii) 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; and
  - (iii) 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; and
  - (iv) 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; and
  - (v) 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; and
  - (vi) 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
  - (vii) 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).
- (b) A Stevedore does not have to produce an invoice for or record in any invoice any Financial Penalty for which the amount payable has been reduced to \$0 under the Regulation or the Mandatory Standards.

Note: The matters prescribed in this clause are matters prescribed pursuant to clause 37(1) of the Regulation.

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### 34 Stevedore self-invoicing

#### 34.1 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



those Financial Penalties to that Carrier 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 34.1(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 1: The matters prescribed in this clause are matters prescribed pursuant to clause 37(1) of the Regulation.

Note 2: Clause 37(2) of the Regulation prescribes that the maximum penalty for a failure to comply with this mandatory standard is 100 penalty units.

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## 35 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 37(1) of the Regulation.

Note 3: Clause 37(2) of the Regulation prescribes that the invoice for Financial Penalties must be paid within 14 days after the payee receives that invoice.

Note 4: Pursuant to clauses 37(4) and (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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## 36 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; and
- (ii) whether that Stevedore has failed to comply with the mandatory standards; and
- (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; and
  - (vi) data and records of that Stevedore's VBS or VBS Service Provider; and
  - (vii) data supplied by TfNSW.
- (b) Stevedores must act reasonably and in good faith, and must apply the order of precedence set out in clause 36(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 TfNSW, 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 TfNSW; and
  - (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 37(1) of the Regulation.

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### 37 Copies of invoices to be provided to TfNSW

Each Stevedore must provide a copy of each invoice that is issued for Financial Penalties (including invoices to which clause 34 applies) to TfNSW within 7 days after the date on which that invoice has been issued.

Note 1: The matters prescribed by this clause constitute a direction to each Stevedore pursuant to clause 39(1) of the Regulation.

Note 2: Clause 39(2) of the Regulation prescribes that the maximum penalty is 500 penalty units for a failure by a Carrier, Stevedore or stevedore service provider to comply with a direction (such as a direction in this clause 36) given under 39(1) of the Regulation.

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## 38 Invoicing Related Entities

- (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 Entities, then the Stevedore must issue an invoice to that Carrier for the Financial Penalty in accordance with clause 33.
- (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 Entities, then the Stevedore must issue to itself an invoice for the Financial Penalty in accordance with clause 34.

Note: The matters prescribed in this clause are matters included pursuant to clause 37(1) of the Regulation

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## 39 Invoicing Disputes

- (a) If a Carrier wishes to dispute the validity of a Financial Penalty for which an invoice has been issued to it by a Stevedore under clause 33 or clause 34 because the Financial penalty is not accurate or has been incorrectly included on the invoice, the Carrier must provide the relevant Stevedore with written notice of the dispute no later than 14 days after the issue date of the relevant invoice.
- (b) If a Stevedore receives a dispute notice under clause 39(a), it must investigate the dispute claim and provide the Carrier with a written response no later than 14 days after the date of the dispute notice stating whether or not the Financial Penalty in dispute remains payable by the Carrier having regard to the data referred to in clauses 36(a)(v) to 36(a)(vii).

Note: the matters prescribed in this clause are matters prescribed pursuant to clauses 37(1) and (2) of the Regulation.

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## Schedule 1 Dictionary

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### 1 Dictionary

In these mandatory standards:

**Affected Slot** has the meaning in clause 11(b)

**Affected Truck** has the meaning in clause 11(b)

**ABN** means Australian Business Number.

**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 21.

**Booking** has the meaning given to that term in clause 19 of the Regulation.

**Booking for a Slot that is a 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 19 other Containers which are not empty Containers.

**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 clause 30(1) of the Regulation or is refused Truck Services on the basis of a failure to comply clause 31(1) of the Regulation.

**Carrier** has the meaning given to that term in clause 19 of the Regulation.

**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).

**CSV** means comma separated values files.

**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** has the meaning given to that term in clause 30(4) of the Regulation.

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

**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.

**Incident Report** means a report in the form, and containing the details, set out in Schedule 5.

**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 31(a)(i).

**Job Completion** is determined in accordance with clause 27 of these mandatory standards.

**Large Carriers** has the meaning given to that term in clause 29(c)(i) of these mandatory standards.

**Late Arrival** in accordance with clause 30(3) of the Regulation 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.

**List** or **Listing** means a process used by Carriers through a VBS to return a Slot for which the Carrier has previously made a Booking to:

- (a) make it available to other Carriers for Booking; or
- (b) make a new Booking in the same Slot or Time Zone for the purpose of changing the specification of the Booking as import, export, import/export or unspecified.

**Midnight Shift** means the last working shift of a Stevedore on a day, commencing at or prior to midnight.

**Minimum Number of Slots** means the applicable number of Slots in accordance with clause 25 of these mandatory standards which a Stevedore must make available at its Terminal each Hour in respect of which Bookings can be made in accordance with clause 15.1 of these mandatory standards.

**Minister** means the Minister administering the *Ports and Maritime Administration Act 1995*.

**Morning Shift** means the first working shift of a Stevedore immediately following a Midnight Shift.

**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 31(a)(ii).

**Out Of Gauge** has the meaning given to that term in clause 15.4(b).

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

**Port Authority of NSW** means the Port Authority of New South Wales

**Port Botany** has the meaning given to that term in clause 19 of the Regulation.

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

**Public holiday** means any day that is declared a public holiday in New South Wales under the *Public Holidays Act 2010* (NSW).

**Rail Car** has the meaning given to that term in clause 19 of the Regulation. A Rail Car may also be known as a 'rail wagon'.

**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 clause 19 of the Regulation.

**Red Line Hazardous** means a Container that is so classified necessitating that the Container is removed from the Terminal within 24 hours.

**Regulation** means Part 3 of the *Ports and Maritime Administration Regulation 2012*.

**Related Entities:**

- (a) has the meaning given to that term in the Corporations Act; or
- (b) Means two or more Carriers:
  - (i) that use one or more common Trucks in respect of Bookings; and
  - (ii) that have the same registered office; or
  - (iii) who have one or more company officer positions held by the same person.

**Relevant Day** has the meaning given to that term in clause 14.1(h) of these mandatory standards.

**RFID Tag** means a radio frequency identification tag provided by TfNSW or its nominated supplier.

**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 20.

**SICTL Terminal** means the container terminal located at Sirius Road, Port Botany, NSW 2036.

**Significant Weather Event** means heavy rain, storms, lightning, cyclones, heavy fog or strong winds that cause the cessation of Truck Services (excluding the operating of quay cranes due heavy winds) due to workplace health and safety concerns.

**Slot** has the meaning given to that term in clause 19 of the Regulation.

**Small Carriers** has the meaning given to that term in clause 29(c)(ii) in these mandatory standards.

**Stevedore** has the meaning given to that term in clause 19 of the Regulation.

**Terminal** has the meaning given to that term in clause 19 of the Regulation.

**Time Zone** has the meaning given to that term in clause 19 of the Regulation.

**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.

**Transport for NSW or TfNSW** has the meaning given to that term in clause 19 of the Regulation and also includes the Director, Cargo Movement Coordination Centre or other office of TfNSW occupying a position within the Cargo movement Coordination Centre.

**Truck** has the meaning given to that term in clause 19 of the Regulation.

**Truck Identification Number** means the unique identifier of a Truck as registered with a Stevedore and/or the number of a Truck as displayed on the registered number plates of that Truck.

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

**Truck Services** has the meaning given to that term in clause 19 of 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 clause 19 of the Regulation and for the purposes of these mandatory standards is determined in accordance with clause 24.

**Unforeseen Event** for the purposes of:

- (a) clause 12.1, means any of the following events or circumstances:
  - (i) the closure of or substantial obstruction of any Port Botany Access Road or a key freight arterial 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 or obstructed Port Botany Access Road or key

freight arterial road and using an alternate road to access the relevant Terminal at Port Botany); or

- (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; or
- (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; or
- (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 Entities; and
- (vii) could not have been reasonably anticipated by the Carrier or the Truck driver; and
- (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; or
- (xi) 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 14.4 and clause 16.1, means any of the following events or circumstances:

- (i) without limiting paragraph (vii) below, any Significant Weather Events; or
- (ii) any activities of emergency service providers (including police, Fire and Rescue NSW, ambulances and paramedics) at the Stevedore's Terminal that cause the cessation of Truck Services; or
- (iii) any power failure that causes a failure of the Stevedore's Terminal operating system including its VBS system; or



- (iv) any lighting failure that causes the cessation of Truck Services due to workplace 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; or
- (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; or
- (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; or
- (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; or
- (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 Entities; and
- (xii) could not have been reasonably anticipated by the Stevedore; and
- (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); or
- (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 a booking system provided by a Stevedore or its VBS Service Provider that is generally accessed online 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 clause 19 of 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, with the exception of any day that is a Public Holiday.

**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 or any day that falls immediately before a Public Holiday.

**Weekend Period** means the period of:

- (a) 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;
- (b) where a Public Holiday falls immediately before a period that is a Weekend Period as defined in (a) above, the Weekend Period is extended by 24 Time Zones for each such Public Holiday and the first such Time Zone for the Weekend Period is the first Time Zone that is scheduled to commence on or after 4pm on the day before the first occurring Public Holiday; and
- (c) where a Public Holiday falls immediately after a period that is a Weekend Period as defined in (a) above, the Weekend Period is extended by 24 Time Zones for each such Public Holiday.

**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 Time Zones 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) notes to provisions in these standards shall be taken to be part of these Mandatory Standards;
- (vii) a monetary amount is in Australian dollars;
- (viii) 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;
- (ix) a charge, includes a reference to any fee, cost, levy, rate, contribution or other payment obligation;
- (x) 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;
- (xi) a cancelled Slot, or the cancellation of a Slot, includes a reference to:
  - (A) in the case of a Stevedore, notice that the Stevedore will not service the Slot; and
  - (B) in the case of a Carrier, notice that the Carrier no longer wishes to use or hold that Slot;
- (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 TfNSW unless:
- (r) that person has received written notice, including for this purpose by way of email, from TfNSW that it approves the relevant thing or things which require approval if TfNSW 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 TfNSW website; and
- (s) a reference to a Booking being manifest in respect of a Truck, or a Truck being manifest in respect of a Booking, is a reference to a Carrier specifying, using the relevant Stevedore's VBS, the Truck Identification Number of that Truck as the Truck that will complete a Truck Trip in respect of that Booking.

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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 20(a), the Service Line for the DP World Terminal commences from the entrance gate to the port precinct located on Simblist Rd, Port Botany, New South Wales, 2036.

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### **2 Service Line for Patrick Terminal**

For the purposes of clause 20(b), the Service Line for the Patrick Terminal commences from the intersection of Foreshore Rd, Botany Rd and Penrhyn Rd, Port Botany, New South Wales, 2019.

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### **3 Service Line for SICTL Terminal**

For the purposes of clause 20(c), the Service Line for the SICTL Terminal commences from the intersection of Sirius Road and Foreshore Road, Port Botany, New South Wales, 2036

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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)
45 minutes	20 minutes	<b>From</b> time at which Truck Arrives <b>until</b> Stevedore has achieved Job Completion.

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### 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 offered, booked and serviced Slot information including related Carrier, Container and Truck Trip information; and
- (b) Stevedore Financial Penalty information relating to the failure of the Stevedore or a Carrier to comply with the mandatory standards; and
- (c) Stevedore Vessel voyage and Container information; and
- (d) Vessel voyage receipts and Container availability information; and
- (e) Stevedore reference data information; and
- (f) 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; and
- (g) 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
- (h) Truck tracking information provided by TfNSW.

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### 2 Truck Servicing Records and Data to be provided by Stevedores or their VBS Service Providers to TfNSW

A Stevedore must provide, or must ensure that its VBS Service Provider provides, to TfNSW the Truck Servicing records and data referred to in this clause in the format and with the detailed content as specified in a separate direction given under clause 39 of the Regulation (the Truck Servicing Data Requirements direction). The Truck Servicing Data Requirement direction defines the data required and includes but is not limited to the technical data definitions, the file formats and the required frequency of the provision of data.

#### 2.1 Stevedore Reference Information

A Stevedore must provide, or must ensure that its VBS Service Provider provides, TfNSW with information relating to its system reference data (including the codes used by that Stevedore and the meanings of those codes) from that Stevedore's systems. The data extracts must include, but are not to be limited to, information describing:

- (a) all codes used by the Stevedore in the data requested; and
- (b) all reference data that aids to de-code and interpret the data requested; and
- (c) detailed particulars of business processes and systems to determine or create the data referred to in clauses 2.1 to 2.4 of this section 2; and

- (d) technical description of the content of each data field provided (e.g. date format) referred to in clauses 2.1 to 2.4 of this section 2; and
- (e) detailed particulars of data interface and delivery mechanisms.

## **2.2 Slot Booking and Servicing Information**

A Stevedore must provide, or must ensure that its VBS Service Provider provides, TfNSW with information relating to offered Slots, planned and actual (also known as servicing) booked Slots excluding Off-Site Examination Slot Bookings. The data extracts must include, but are not to be limited to, information describing:

- (a) Slots offered by the Stevedore including the date and time Slots were offered; and
- (b) planned Slot Bookings including details of related planned Truck Trips and Containers; and
- (c) Truck Servicing of Slot Bookings including details of related Truck Trips and Containers; and
- (d) Slot Booking cancellations and non-Truck Servicing information; and
- (e) Truck movements within the terminal including information such as the gate-in, Job Completion and gate-out date and times; and
- (f) Time Zone Truck Servicing related information.

## **2.3 Vessel Voyage and Container Information**

A Stevedore must provide, or must ensure that its VBS Service Provider provides, TfNSW with information relating to Vessel voyage visits and Container movements within their terminal. The data extracts must include, but are not to be limited to, information describing:

- (a) Vessel voyage arrival and departure details including estimated and actual arrival date and times; and
- (b) Vessel voyage receivals and availability dates and times including estimated and actual date and times; and
- (c) Container load and discharge information; and
- (d) Containers delivered out of the terminal; and
- (e) Containers received into the terminal; and
- (f) Container dwell time information.

## **2.4 Stevedore Financial Penalty Information**

A Stevedore must provide, or must ensure that its VBS Service Provider provides, TfNSW with information relating to Financial Penalties that were incurred by either the Stevedore or a Carrier and detailed particulars of any Unforeseen Events that resulted in such Financial penalties. This includes but is not limited to identification of the party that has failed to comply with a mandatory standard, the type of Financial Penalty incurred and sufficient detail to identify and describe the event giving rise to the



Financial Penalty. The data extracts must include, but are not to be limited to, information describing:

- (a) any Financial Penalty information payable by the Stevedore to the Carrier because the Stevedore has failed to comply with a mandatory standard; and
- (b) any Financial Penalty information payable by the Carrier to the Stevedore because the Carrier has failed to comply with a mandatory standard; and
- (c) detailed particulars of any Unforeseen Events that occurred in respect of Slot Booking cancellations, non-Truck Servicing or any other event that would otherwise incur a Financial Penalty for failure to comply with a mandatory standard.

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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 and Rail Servicing information including planned and actual Rail Servicing. This may incorporate related Rail Car and Container information; and
- (b) Stevedore Vessel voyage and Container information; and
- (c) Stevedore Financial Penalty information; and
- (d) Stevedore reference data information; and
- (e) Information related to Stevedore and rail supply chain participant forecasting; and
- (f) information relating to the matters prescribed in this document or the Regulations in respect of Carrier invoices created for each Carrier and records showing how the Financial Penalties in such invoices were determined; and
- (g) information relating to the matters prescribed in this document or the Regulations in respect of Stevedore invoices created on behalf of each Carrier and records showing how the Financial Penalties in such invoices were determined.

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### **4 Rail Servicing Records and Data to be provided by Stevedores to TfNSW**

A Stevedore must provide the Rail Servicing records and data referred to in this clause in the format and with the detailed content as specified in a separate direction given under given clause 39 of the Regulation (the Rail Servicing Data Requirements direction). The Rail Servicing Data Requirements direction defines the date required, and includes but is not limited to the technical data definitions, the file formats and the required frequency of the provision of data.

#### **4.1 Stevedore Reference Data Information**

A Stevedore must provide to TfNSW reference data information (including the codes used by that Stevedore and the meanings of those codes) from that Stevedore's systems. The data extracts must include, but are not to be limited to, information describing:

- (a) all codes used by the Stevedore in the data requested; and
- (b) all reference data that aids to de-code and interpret the transactional data requested; and
- (c) detailed particulars of business processes and systems to determine or create the data referred to in clauses 4.1 to 4.3 of this section 4; and
- (d) technical description of the content of each data field provided (e.g. date format) referred to in clauses 4.1 to 4.3 of this section 4; and
- (e) detailed particulars of data interface and delivery mechanisms.

#### **4.2 Train Trip and Rail Servicing Information**

A Stevedore must provide TfNSW with information relating to forecasted, planned and actual Rail Servicing. The data extracts must include, but are not to be limited to, information describing:

- (a) the activities pre, post and during planned or actual Rail Servicing; and
- (b) the breakdown of timings pre, post and during planned or actual Rail Servicing; and
- (c) the forecasting of timings and volumes relating to Rail Servicing; and
- (d) the Rail Cars, Containers, and locomotives, consist or manifest details related to planned or actual Rail Servicing.

#### **4.3 Vessel Voyage and Container Information**

A Stevedore must provide TfNSW with information relating to Vessel voyages and Container movements. The data extracts must include, but are not to be limited to, information describing:

- (a) Vessel voyage details such as estimated and actual arrival date and times and key dates relating to the loading and unloading of a Vessel; and
- (b) Containers discharged and loaded by voyage; and
- (c) Containers delivered out of the terminal by Rail Car and the sequence of the exchange delivery out of the terminal; and
- (d) Containers received into the terminal by Rail Car; and
- (e) Forecasting of Vessel and Container information; and
- (f) Rail release information; and
- (g) Container dwell listings and associated timings; and
- (h) Containers nominated as a priority by a Rail Carrier and activities undertaken to fulfil supply chain participant requirements.

## Schedule 5 — Incident Report - Clause 16.1(d)

Incident Details		
No	Question	Response
1.	Date and time the Unforeseen Event impact commenced	
2.	Date and time the Unforeseen Event impact ended	
3.	Short description of the Unforeseen Event	
4.	Identify the cause of the incident	<i>For example: the system name and issue</i>
5.	Identify the internal rating / priority given to the Unforeseen Event	<i>For example: Incident was rated 'Critical impact/Severity' defined as total inoperability of the solution or solution components, for which no workaround is available (Stevedores unable to service roadside interface)</i>
6.	List operational activities that were/are impacted by this Unforeseen Event including the systems impacted	
7.	List all notifications provided to Carriers prior, during and after the incident	<i>Include date and time notification issued and the notification content</i>
8.	Contact person in the event further information on this event is required - Name - Position Title - Phone number - Email	
9.	Date and time the incident response commenced	
10.	What activities were undertaken during the outage to minimise impact i.e. any manual processing?	
11.	Date and time the <u>temporary</u> fix was implemented	

Incident Details		
No	Question	Response
12.	Describe the <b>temporary</b> fix undertaken by the Stevedore	<i>A temporary fix is a fix that enables the Stevedore to become operational but may not permanently resolve the issue</i>
13.	Date and time the <b>permanent</b> fix was applied	
14.	Describe the <b>permanent</b> fix undertaken or to be undertaken by the Stevedore to ensure this type of incident does not occur again	<i>A permanent fix is a fix that eliminates the issue from re-occurring</i>
15.	Has an Unforeseen Event for a similar type of incident been called before? If yes, why did the previous fix not resolve the issue?	
16.	In the event a similar type of incident occurs again, describe the business response plan that has been established to manage such an incident?	

Signed:.....

Dated:.....

## Mining and Petroleum Notices

Notice is given that the following applications have been received:

### EXPLORATION LICENCE APPLICATIONS

(T15-1114)

No 5234, MICA EXPLORATION AREAS PTY LTD (ACN 608 643 045), area of 17 units, for Group 1, dated 2 December 2015. (Broken Hill Mining Division).

### MINING LEASE APPLICATIONS

(T15-1102)

No 516, GRANDEE QUARRIES AUSTRALIA PTY LTD (ACN 606 745 313), area of about 790,000 square metres, to mine for dimension stone, dated 29 October 2015. (Orange Mining Division).

(T15-1113)

No 518, OMYA AUSTRALIA PTY LIMITED (ACN 001 682 533), area of about 39.5 hectares, for the purpose of all purposes, dated 25 November 2015. (Orange Mining Division).

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

Notice is given that the following applications have been granted:

### EXPLORATION LICENCE APPLICATIONS

(T15-1054)

No 5183, now Exploration Licence No 8407, TARONGA MINES PTY LTD (ACN 126 854 288), County of Gough, Map Sheet (9239), area of 17 units, for Group 1, dated 4 November 2015, for a term until 4 November 2018. As a result of the grant of this title, Exploration Licence No 7348 has ceased to have effect.

(T15-1057)

No 5186, now Exploration Licence No 8405, SILVER MINES LIMITED (ACN 107 452 942), Counties of Bligh, Phillip and Wellington, Map Sheet (8733, 8832, 8833), area of 128 units, for Group 1, dated 4 November 2015, for a term until 4 November 2018.

### MINING LEASE APPLICATIONS

(T11-0004)

Armistale No 404, now Mining Lease No 1719 (Act 1992), ASTON COAL 2 PTY LTD (ACN 139 472 567), ICRA MC PTY LTD (ACN 147 657 074) AND J-POWER AUSTRALIA PTY LTD (ACN 002 307 682), Parish of Berrioye, County of Nandewar; and Parish of Leard, County of Nandewar, Map Sheet (8936-4-N), area of 404.3 hectares, for the purpose of removal of overburden and stockpiling or depositing of overburden, ore or tailings, dated 11 November 2015, for a term until 11 November 2036. As a result of the grant of this title, Authorisation No 346 has partly ceased to have effect.

(T13-1603)

Orange No 463, now Mining Lease No 1720 (Act 1992), CENTENNIAL SPRINGVALE PTY LIMITED (ACN 052 096 812) AND SPRINGVALE SK KORES PTY

LIMITED (ACN 051 015 402), Parish of Cook, County of Cook, Map Sheet (8931-3-N), area of 158.9 hectares, to mine for coal, dated 23 November 2015, for a term until 23 November 2036. As a result of the grant of this title, Exploration Licence No 8188 has partly ceased to have effect.

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

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

(15-2569)

Authorisation No 206, TAHMOOR COAL PTY LTD (ACN 076 663 968), area of 3808 hectares. Application for renewal received 4 December 2015.

(15-2568)

Authorisation No 410, TAHMOOR COAL PTY LTD (ACN 076 663 968), area of 2638 hectares. Application for renewal received 4 December 2015.

(15-2603)

Exploration Licence No 5410, ENVIRO-MINING PTY LTD (ACN 081 017 192), area of 1110 hectares. Application for renewal received 11 December 2015.

(12-0699)

Exploration Licence No 6167, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 1 units. Application for renewal received 27 November 2015.

(12-5735)

Exploration Licence No 6354, KINGSGATE BOWDENS PTY LIMITED (ACN 009 250 051), area of 10 units. Application for renewal received 3 December 2015.

(13-3939)

Exploration Licence No 6955, PEELWOOD PTY LTD (ACN 158 043 059), area of 6 units. Application for renewal received 27 November, 2015.

(12-5502)

Exploration Licence No. 6964, DONALDSON COAL PTY LTD (ACN 073 088 945), area of 1255 hectares. Application for renewal received 10 January 2015.

(15-2594)

Exploration Licence No 6967, CRISTAL MINING AUSTRALIA LIMITED (ACN 009 247 858), area of 195 units. Application for renewal received 10 December 2015.

(07-0349)

Exploration Licence No 6971, NIMROD RESOURCES LIMITED (ACN 130 842 063), area of 47 units. Application for renewal received 10 December 2015.

(T09-0070)

Exploration Licence No 7423, FORTIUS MINES PTY LTD (ACN 140 151 917), area of 28 units. Application for renewal received 27 November 2015.

(T09-0069)

Exploration Licence No 7651, EMX EXPLORATION PTY LTD (ACN 139 612 427), area of 16 units. Application for renewal received 1 December 2015.

(T11-0248)

Exploration Licence No 7875, P W ENGLISH AND ASSOCIATES PTY LTD (ACN 002 052 913), area of 3 units. Application for renewal received 2 December 2015.

(T13-1136)

Exploration Licence No 8207, NSW MINERAL (AUSTRALIA) PTY LTD (ACN 163 748 696), area of 50 units. Application for renewal received 25 November 2015.

(T13-1133)

Exploration Licence No 8214, ST BARBARA LIMITED (ACN 009 165 066), area of 83 units. Application for renewal received 11 November 2015.

(15-2570)

Mining Lease No 1384 (Act 1992), CHARBON COAL PTY LIMITED (ACN 064 237 118) AND SK NETWORKS RESOURCES AUSTRALIA PTY LTD (ACN 003 964 225), area of 195.5 hectares. Application for renewal received 9 December 2015.

(15-2590)

Mineral Lease No 5437 (Act 1906), WILLIAM JOHN SHERRATT AND FREDERICK LAWRENCE SHERRATT, area of 2.01 hectares. Application for renewal received 11 December 2015.

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

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**REQUESTED CANCELLATION OF  
AUTHORITIES AT REQUEST OF HOLDERS**

Notice is given that the following authorities have been requested to be cancelled:

(14-3719)

Exploration Licence No 6347 (Act 1992), TRIAKO RESOURCES PTY LTD (ACN 008 498 119), County of Blaxland, Map Sheet (8133), area of 3 units. Request of cancellation was received on 8 December 2015.

(07-0335)

Exploration Licence No 6953 (Act 1992), 3E STEEL PTY LIMITED (ACN 140 046 939), County of Cowper, County of Robinson and County of Yanda, Map Sheet (8035, 8135), area of 32 units. Request of cancellation was received on 1 December 2015.

(07-0336)

Exploration Licence No 6954 (Act 1992), 3E STEEL PTY LIMITED (ACN 140 046 939), County of Canbelego and County of Cowper, Map Sheet (8135, 8235), area of 50 units. Request of cancellation was received on 1 December 2015.

(07-0338)

Exploration Licence No 6957 (Act 1992), 3E STEEL PTY LIMITED (ACN 140 046 939), County of Robinson, Map Sheet (7935, 8035), area of 36 units. Request of cancellation was received on 1 December 2015.

(14-0107)

Exploration Licence No 8219 (Act 1992), MOUNT ADRAH GOLD LIMITED (ACN 147 329 833), County of Wynyard, Map Sheet (8427, 8527), area of 42 units. Request of cancellation was received on 4 December 2015.

(T15-1008)

Exploration Licence No 8375 (Act 1992), SOC2 PTY LTD (ACN 158 331 296), County of Parry, Map Sheet (9135), area of 39 units. Request of cancellation was received on 4 December 2015.

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

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**CANCELLATION OF AUTHORITIES AT  
REQUEST OF HOLDERS**

Notice is given that the following authorities have been cancelled:

(14-3719)

Exploration Licence No 6347, TRIAKO RESOURCES PTY LTD (ACN 008 498 119), County of Blaxland, Map Sheet (8133), area of 3 units. Cancellation took effect on 8 December 2015.

(07-0335)

Exploration Licence No 6953, 3E STEEL PTY LIMITED (ACN 140 046 939), County of Cowper, County of Robinson and County of Yanda, Map Sheet (8035, 8135), area of 32 units. Cancellation took effect on 7 December 2015.

(07-0336)

Exploration Licence No 6954, 3E STEEL PTY LIMITED (ACN 140 046 939), County of Canbelego and County of Cowper, Map Sheet (8135, 8235), area of 50 units. Cancellation took effect on 7 December 2015.

(07-0338)

Exploration Licence No 6957, 3E STEEL PTY LIMITED (ACN 140 046 939), County of Robinson, Map Sheet (7935, 8035), area of 36 units. Cancellation took effect on 7 December 2015.

(14-0107)

Exploration Licence No 8219, MOUNT ADRAH GOLD LIMITED (ACN 147 329 833), County of Wynyard, Map Sheet (8427, 8527), area of 42 units. Cancellation took effect on 7 December 2015.

(T15-1008)

Exploration Licence No 8375, SOC2 PTY LTD (ACN 158 331 296), County of Parry, Map Sheet (9135), area of 39 units. Cancellation took effect on 7 December 2015.

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

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**TRANSFERS**

(15-0661)

Mining Lease No 1526 (Act 1992), formerly held by CUMNOCK NO.1 COLLIERY PTY LIMITED (ACN 051 932 122) has been transferred to NOVACOAL AUSTRALIA PTY. LIMITED (ACN 000 013 990). The transfer was registered on 2 December 2015.

The Hon ANTHONY ROBERTS, MP  
Minister for Industry, Resources and Energy

## Energy Notices

### ENERGY SAVINGS SCHEME (ELECTRICITY LOAD EXEMPTIONS) ORDER 2015

under the

ELECTRICITY SUPPLY ACT 1995

I, Anthony John Roberts MP, Minister for Industry, Resources and Energy, in pursuance of sections 119 (1) (b) and 122 (2) of the *Electricity Supply Act 1995* and being satisfied that each electricity load to which this Order applies is used in connection with an industry or activity that is both emissions intensive and trade exposed and that the exemptions are generally consistent with the objects of Part 9 of the *Electricity Supply Act 1995*, make the following Order.

Dated this 15th day of December 2015.

ANTHONY JOHN ROBERTS, MP  
Minister for Industry, Resources and Energy

#### Explanatory note

The objects of this Order are:

- (a) to grant exemptions from the Energy savings scheme in respect of any electricity load used in connection with a specified activity, and
- (b) to specify allowances that may be made by scheme participants in applying the exemptions, and
- (c) to authorise the Scheme Regulator to make rules with respect to the exemptions granted by this Order (including rules relating to the assessment of deductions under Division 5 of Part 9 of the *Electricity Supply Act 1995*), and
- (d) to revoke the previous order granting exemptions from the Energy savings scheme published on 30 December 2014.

This Order is made under sections 119 (1) (b) and 122 (2) of the *Electricity Supply Act 1995*.

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### ENERGY SAVINGS SCHEME (ELECTRICITY LOAD EXEMPTIONS) ORDER 2015

under the

ELECTRICITY SUPPLY ACT 1995

#### 1 Name of Order

This Order is the *Energy Savings Scheme (Electricity Load Exemptions) Order 2015*.

#### 2 Commencement

This Order commences on 1 January 2016 and is required to be published in the *NSW Government Gazette*.

#### 3 Exemptions

- (1) Any electricity load used in connection with a specified activity set out in Column 1 of Schedule 1, at the corresponding location specified in Column 2 of Schedule 1, is either fully or partially exempt from the Energy Savings Scheme in Part 9 of the *Electricity Supply Act 1995* as specified in Column 3 of Schedule 1.
- (2) For partial exemptions, the exemption proportion of each electricity load is specified in Column 4 of Schedule 1 (expressed as a percentage).

#### 4 Allowances

In applying an exemption granted by this Order, a scheme participant may deduct from the total value of its liable acquisitions an allowance of 5% of the exempt proportion (specified in Column 4 of Schedule 1) for electricity losses occurring between the purchase of the electricity by the scheme participant and its use.

#### 5 Rules

The Scheme Regulator is authorised to make rules with respect to the exemptions granted by this Order (including rules relating to the assessment of deductions under Division 5 of Part 9 of the *Electricity Supply Act 1995*).

#### 6 Revocation

The order made under section 119 of the *Electricity Supply Act 1995* dated 29 December 2014 and published in *NSW Government Gazette* No 131 of 30 December 2014, pages 4756–4759, is revoked.

Note: In accordance with section 122 (3) of the *Electricity Supply Act 1995*, this revocation will take effect on 1 January 2016.



## Schedule 1 Table of Exemptions

Column 1 Specified Activity	Column 2 Location (address)	Column 3 Type of exemption	Column 4 Exempt proportion (for partial exemptions)	Reference
Tissue paper manufacturing	63 – 65 Redfern Street Wetherhill Park, NSW 2164	Partial exemption	90%	A.B.C. Paper & Paper Mills Pty Limited 41 003 879 098
Integrated iron and steel manufacturing	Five Islands Road Port Kembla, NSW 2505	Partial exemption	90%	BlueScope Steel (AIS) Pty Ltd 16 000 011 058
Lime production	Taylor Avenue New Berrima, NSW 2577	Partial exemption	90%	Boral Shared Business Services Pty Ltd 13 008 421 761
Clinker production	Hume Street Marulan South, NSW 2576	Partial exemption	90%	Boral Shared Business Services Pty Ltd 13 008 421 761
Reconstituted wood-based panels manufacturing	Lowes Mount Road Oberon, NSW 2787	Partial exemption	90%	Borg Manufacturing Pty Limited 31 003 246 357
Reconstituted wood-based panels manufacturing	Lowes Mount Road Oberon, NSW 2787	Partial exemption	90%	Carter Holt Harvey Pinepanels Pty Limited 51 107 211 567
Reconstituted wood-based panels manufacturing	Jepsen Avenue Tumut, NSW 2720	Partial exemption	90%	Carter Holt Harvey Pinepanels Pty Limited 51 107 211 567
Magnesia production	1 and 2 Park Avenue Young, NSW 2594	Partial exemption	90%	Causmag Ore Company Proprietary Limited 73 004 301 517
Integrated iron and steel manufacturing	2 Maud Street Waratah, NSW 2298	Partial exemption	90%	Commonwealth Steel Company Pty Limited 58 000 007 698
Carbon steel from cold ferrous feed manufacturing	2 Maud Street Waratah, NSW 2298	Partial exemption	90%	Commonwealth Steel Company Pty Limited 58 000 007 698
Glass wool production	55 Stennett Road Ingleburn, NSW 2565	Partial exemption	90%	CSR Building Products Limited 55 008 631 356
Dried distillers grains with solubles production	36 Bolong Road Bomaderry, NSW 2541	Partial exemption	90%	Honan Holdings Pty Ltd 31 000 392 727
High purity ethanol production	36 Bolong Road Bomaderry, NSW 2541	Partial exemption	90%	Honan Holdings Pty Ltd 31 000 392 727
Chlorine gas and sodium hydroxide (caustic soda) production	16-20 Beauchamp Road Matraville, NSW 2036	Partial exemption	90%	IXOM Operations Pty Ltd 51 600 546 512

<b>Column 1 Specified Activity</b>	<b>Column 2 Location (address)</b>	<b>Column 3 Type of exemption</b>	<b>Column 4 Exempt proportion (for partial exemptions)</b>	<b>Reference</b>
Ceramic floor and wall tile production	175 Racecourse Road Rutherford, NSW 2320	Partial exemption	90%	National Ceramic Industries Australia Pty Ltd 83 100 467 267
Newsprint manufacturing	117 R W Henry Drive Ettamogah, NSW 2641	Partial exemption	90%	Norske Skog Paper Mills (Australia) Limited 84 009 477 132
Glass containers production	5 Andrews Road Penrith, NSW 2750	Partial exemption	90%	O-I Australia Pty Ltd 94 004 230 326
Integrated iron and steel manufacturing	Ingall Street, Mayfield East, NSW 2304	Partial exemption	90%	OneSteel Manufacturing Pty Limited 42 004 651 325
Carbon steel from cold ferrous feed manufacturing	Ingall Street, Mayfield East, NSW 2304	Partial exemption	90%	OneSteel Manufacturing Pty Limited 42 004 651 325
Integrated iron and steel manufacturing	22 Kellogg Road Rooty Hill, NSW 2766	Partial exemption	90%	OneSteel NSW Pty Limited 59 003 312 892
Carbon steel from cold ferrous feed manufacturing	22 Kellogg Road Rooty Hill, NSW 2766	Partial exemption	90%	OneSteel NSW Pty Limited 59 003 312 892
Ammonia production	15 Greenleaf Road Kooragang Island, NSW 2304	Partial exemption	90%	Orica Australia Pty Ltd 99 004 117 828
Ammonium nitrate production	15 Greenleaf Road Kooragang Island, NSW 2304	Partial exemption	90%	Orica Australia Pty Ltd 99 004 117 828
Packaging and industrial paper manufacturing	1891 Botany Road Matraville, NSW 2036	Partial exemption	90%	Orora Limited 55 004 275 165
Printing and writing paper manufacturing	340 Bolong Road Bomaderry, NSW 2541	Partial exemption	90%	Paper Australia Pty Ltd 63 061 583 533
Polymer grade propene production	16-20 Beauchamp Road Matraville, NSW 2036	Partial exemption	90%	Qenos Pty Ltd 62 054 196 771
Ethene (ethylene) production	16-20 Beauchamp Road Matraville, NSW 2036	Partial exemption	90%	Qenos Pty Ltd 62 054 196 771
Polyethylene production	16-20 Beauchamp Road Matraville, NSW 2036	Partial exemption	90%	Qenos Pty Ltd 62 054 196 771
Lime production	Eubinal Road Galong, NSW 2585	Partial exemption	90%	Sibelco Asia Pacific Pty Ltd 70 092 916 811

<b>Column 1 Specified Activity</b>	<b>Column 2 Location (address)</b>	<b>Column 3 Type of exemption</b>	<b>Column 4 Exempt proportion (for partial exemptions)</b>	<b>Reference</b>
Lime production	Garthowen Road Attunga, NSW 2345	Partial exemption	90%	Sibelco Australia Limited 20 000 971 844
Lime production	Charbon Road Charbon, NSW 2848	Partial exemption	90%	Sibelco Australia Limited 20 000 971 844
Magnetite concentrate production	Dunedoo Road Gulgong, NSW 2852	Partial exemption	90%	Sibelco Australia Limited 20 000 971 844
Hydrogen peroxide production	20-22 McPherson Street Banksmeadow, NSW 2019	Partial exemption	90%	Solvay Interlox Pty Ltd 70 000 882 137
High purity ethanol production	Beelbanger Road Beelbanger, NSW 2680	Partial exemption	90%	Tarac Technologies Pty Ltd 28 007 513 813
Rendering of animal by-products	Phoenix Street Tamworth, NSW 2340	Partial exemption	90%	Teys Australia Pty Ltd 38 009 872 600
Rendering of animal by-products	Dampier Street Wagga Wagga, NSW 2650	Partial exemption	90%	Teys Australia Pty Ltd 38 009 872 600
Aluminium smelting	638 Tomago Road Tomago, NSW 2322	Partial exemption	90%	Tomago Aluminium Company Pty Ltd 68 001 862 228
Packaging and industrial paper manufacturing	6 Herbert Place Smithfield, NSW 2164	Partial exemption	90%	Visy Industries Australia Pty Ltd 74 004 337 615
Packaging and industrial paper manufacturing	436 Gadara Road Tumut, NSW 2720	Partial exemption	90%	Visy Industries Australia Pty Ltd 74 004 337 615
Reconstituted wood-based panels manufacturing	Masonite Road Raymond Terrace, NSW 2324	Partial exemption	90%	Weathertex Pty Ltd 67 084 713 986

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## Primary Industries Notices

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### CEMETERIES AND CREMATORIA ACT 2013

Appointment of a Board to Manage  
a Crown Cemetery Trust

The Northern Metropolitan Cemeteries Trust

Pursuant to section 74 of the *Cemeteries and Crematoria Act 2013*, Minister for Primary Industries, Lands and Water, Niall Blair, has appointed the persons specified in Schedule 1 hereunder to the board of the Northern Metropolitan Cemeteries Trust. Instruments of Appointments have been issued by the Minister and signed by those members. Their term of office commenced on the 30 November 2015 for a term shown below.

#### Schedule 1

Dr John HEWSON #

John McCARTHY #

Leah FRICKE #

David JOHNSON #

Kris HUME #

Bob BIRCHALL \*

Margaret CONLEY \*

Peter OWENS as nominee of the Friends of Sandgate Cemetery Incorporated #

# Five Year Term of Office

\* Two and Half Year Term of Office

### STOCK MEDICINES ACT 1989

ORDER

Authorisation of Inspector

I, Scott Hansen, Director General of the Department of Primary Industries, with the delegated authority of the Secretary of the Department of Industry, Skills and Regional Development, pursuant to section 64 of the *Stock Medicines Act 1989* ("the Act") and pursuant to section 48 of the Act, hereby authorise Nigel David BROWN as an inspector for the purposes of the Act.

Dated this 27 day of October 2015

SCOTT HANSEN

Director General

Department of Primary Industries

(an office within the Department of Industry, Skills, and Regional Development)

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### STOCK DISEASES ACT 1923

Appointment of Inspectors

Notification No: 574

I, Scott Hansen, Director General of the Department of Primary Industries with the delegated authority of the Secretary of the Department of Industry, Skills and Regional Development pursuant to section 22C of the *Stock Diseases Act 1923* ("the Act") and pursuant to section 6 (1) of the Act, hereby appoint each of the persons named in the Schedule below, as an inspector for the purposes of the Act.

#### Schedule

Stephen John HANDFORD

Gareth James MCLENNAN

Amy Lee SHERIDAN

Neil SMITH

Dated this 27 day of October 2015

SCOTT HANSEN

Director General

Department of Primary Industries

(an office within the Department of Industry, Skills and Regional Development)

# Crown Lands Notices

1300 886 235 [www.crownland.nsw.gov.au](http://www.crownland.nsw.gov.au)

## ARMIDALE OFFICE

### ROADS ACT 1993

#### ORDER

Transfer of a Crown Road to a Council

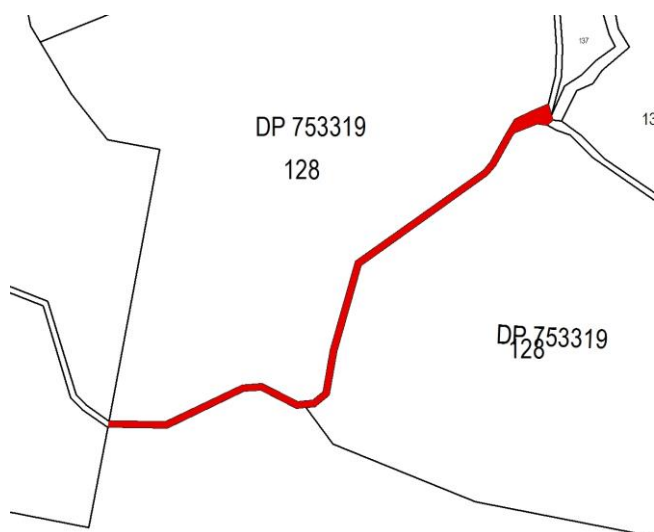
In pursuance of the provisions of section 151, *Roads Act 1993*, the Crown road specified in Schedule 1 is hereby transferred to the Roads Authority specified in Schedule 2 hereunder, and as from the date of publication of this notice, the road specified in schedule 1 ceases to be a Crown road.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Schedule 1

*Parish – Waterloo; County – Gough  
Land District – Glen Innes; LGA – Glen Innes Severn*

Crown road shown coloured in red on diagram hereunder.



#### Schedule 2

Roads Authority: Glen Innes Severn Shire Council  
Lands Reference: 15/11262

### NOTICE OF PURPOSE OTHER THAN THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Schedule

##### Column 1

Grazing

##### Column 2

Reserve No 96255  
Public Purpose: Future  
Public Requirements  
Notified: 20 August 1982  
File Reference: 15/06983

## DUBBO OFFICE

### ROADS ACT 1993

#### ORDER

Transfer of a Crown Road to a Council

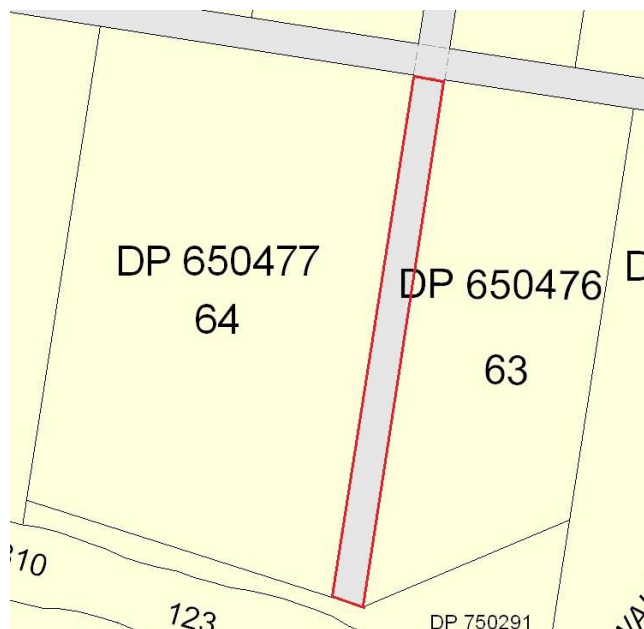
In pursuance of the provisions of section 151, *Roads Act 1993*, the Crown road specified in Schedule 1 is transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date the roads specified in Schedule 1 cease to be a Crown road.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

#### Schedule 1

*Parish – Merritombea; County – Baradine  
Land District – Walgett; LGA – Walgett Shire Council*

Crown road highlighted red on diagram hereunder.



#### Schedule 2

Road Authority: Walgett Shire Council  
File Ref: 15/10924 – W561299  
Council Ref: SH:YB: 10/130

**GOULBURN OFFICE**

**ROADS ACT 1993**

**ORDER**

**Transfer of Crown Road to a Council**

In pursuance of the provisions of section 151 of the Act, the Crown Road specified in Schedule 1 is 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 road specified in Schedule 1 ceases to be a Crown road.

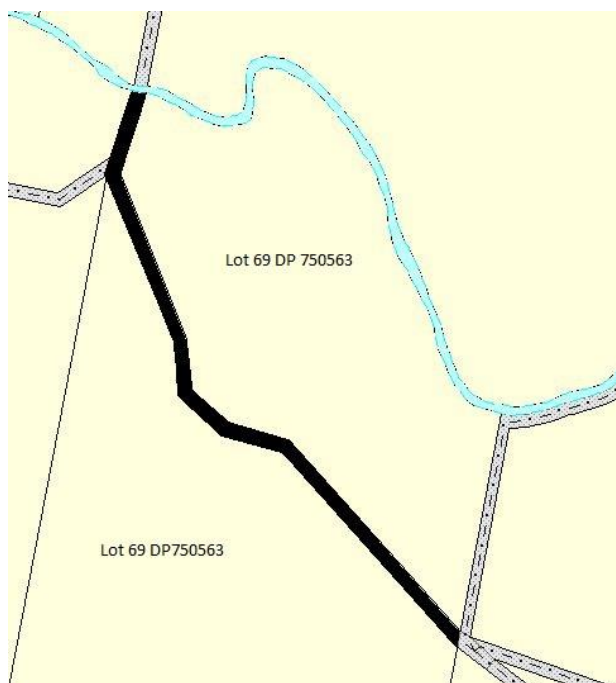
The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule 1**

Parish: Tinderry  
County: Beresford  
Land District: Cooma  
LGA: Cooma-Monaro Shire Council  
Description: Crown road west and through Lot 69 DP 750563. (as shown by black colour in diagram below).

**Schedule 2**

Roads Authority: Cooma-Monaro Shire Council  
Council Reference: FY17-02  
Reference: 15/10878



**ROADS ACT 1993**

**ORDER**

**Transfer of Crown Road to A Council**

In pursuance of the provisions of section 151 of the Act, the Crown Road specified in Schedule 1 is 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 road specified in Schedule 1 ceases to be a Crown road.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

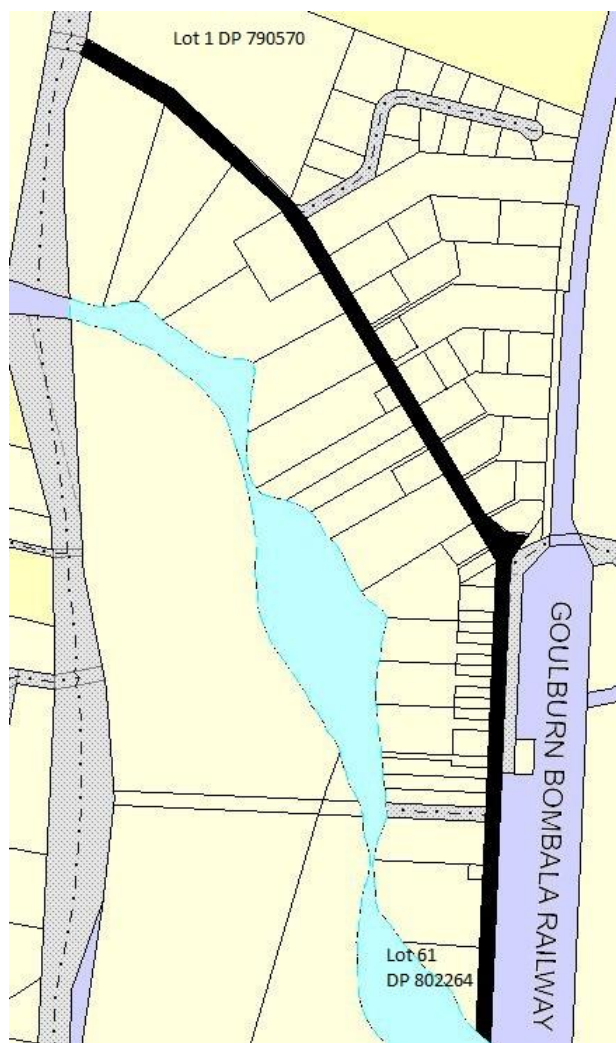
**Schedule 1**

Parish: Monkellan  
County: Murray  
Land District: Queanbeyan  
LGA: Cooma-Monaro Shire Council  
Description: Crown road west of Lot 151 DP 754869, east of Lot B DP 173950, and the entire length of Ryrrie Street in the locality of Michelago (as shown by black colour in diagrams below).

**Schedule 2**

Roads Authority: Cooma-Monaro Shire Council  
Council Reference: FY17-02  
Reference: 15/10878





**GRAFTON OFFICE**

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Waterbeach; County – Roxburgh  
Land District – Bathurst; LGA – Bathurst Regional*

Road Closed: Lot 1 DP 1213856  
File No: 15/05620

**Schedule**

On closing, the land within Lot 1 DP 1213856 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Henty; County – Hume  
Land District – Albury; LGA – Greater Hume*

Road Closed: Lot 2 DP 1210401  
File No: 15/01869

**Schedule**

On closing, the land within Lot 2 DP 1210401 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Elderbury; County – Hardinge  
Land District – Armidale; LGA – Guyra*

Road Closed: Lots 1–3 DP 1212700  
File No: 15/01195

**Schedule**

On closing, the land within Lots 2–3 DP 1212700 remains vested in the State of New South Wales as Crown land.

On closing, the land within Lot 1 DP 1212700, that part which was formally Crown Road remains vested in the State of New South Wales as Crown land, while that part which was formally Council Road becomes vested in the State of New South Wales as Crown Land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Deepwater; County – Gough  
Land District – Tenterfield  
LGA – Glen Innes Severn Shire*

Road Closed: Lot 10 DP 1214038  
File No: 15/03795

**Schedule**

On closing, the land within Lot 10 DP 1214038 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – North Casino; County – Rous  
Land District – Casino; LGA – Richmond Valley*

Road Closed: Lot 1 DP 1213478  
File No: 15/05553

**Schedule**

On closing, the land within Lot 1 DP 1213478 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Mooball; County – Rous  
Land District – Murwillumbah; LGA – Tweed*

Road Closed: Lot 1 DP 1211803  
File No: 15/04012

**Schedule**

On closing, the land within Lot 1 DP 1211803 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Tantarana; County – Staphylton  
Land District – Moree; LGA – Moree Plains*

Road Closed: Lots 1–2 DP 1209912  
File No: 14/07607

**Schedule**

On closing, the land within Lots 1–2 DP 1209912 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Meerschaum; County – Rous  
Land District – Lismore; LGA – Lismore*

Road Closed: Lot 5 DP 1213801  
File No: 15/02099

**Schedule**

On closing, the land within Lot 5 DP 1213801 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Wingham; County – Macquarie  
Land District – Taree; LGA – Greater Taree*

Road Closed: Lot 1 DP 1211173  
File No: 15/03386

**Schedule**

On closing, the land within Lot 1 DP 1211173 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Worra; County – Gresham  
Land District – Glen Innes  
LGA – Glen Innes Severn Shire*

Road Closed: Lot 2 DP 1214287  
File No: 15/08054

**Schedule**

On closing, the land within Lot 2 DP 1214287 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Sims Gap; County – Cooper  
Land District – Narrandera; LGA – Carrathool*

Road Closed: Lot 2 DP 1213653  
File No: 15/07457

**Schedule**

On closing, the land within Lot 2 DP 1213653 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Pulletop; County – Cooper  
Land District – Narrandera; LGA – Carrathool*

Road Closed: Lot 1 DP 1213652  
File No: 15/07458

**Schedule**

On closing, the land within Lot 1 DP 1213652 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Coombadjha; County – Drake  
Land District – Grafton; LGA – Clarence Valley*

Road Closed: Lot 1 DP 1214040  
File No: 07/3184

**Schedule**

On closing, the land within Lot 1 DP 1214040 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Blaxland, Ermington, Martin; County – Fitzroy  
Land District – Grafton; LGA – Clarence Valley*

Road Closed: Lot 3 DP 1213222  
File No: 15/00761

**Schedule**

On closing, the land within Lot 3 DP 1213222 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Martin; County – Fitzroy  
Land District – Grafton; LGA – Clarence Valley*

Road Closed: Lots 1–2 DP 1213221  
File No: 15/00772

**Schedule**

On closing, the land within Lots 1–2 DP 1213221 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – North Codrington; County – Rous  
Land District – Casino; LGA – Lismore*

Road Closed: Lot 1 DP 1213462  
File No: 15/02960

**Schedule**

On closing, the land within Lot 1 DP 1213462 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Bagot; County – Clarke  
Land District – Glen Innes; LGA – Guyra*

Road Closed: Lot 3 DP 1213184  
File No: 15/05700

**Schedule**

On closing, the land within Lot 3 DP 1213184 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Billinudgel; County – Rous  
Land District – Murwillumbah; LGA – Byron*

Road Closed: Lot 1 DP 1214516  
File No: 14/07511

**Schedule**

On closing, the land within Lot 1 DP 1214516 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Alpine; County – Arrawatta  
Land District – Inverell; LGA – Inverell*

Road Closed: Lot 2 DP 1213129  
File No: 15/07055

**Schedule**

On closing, the land within Lot 2 DP 1213129 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Donaldson; County – Clive  
Land District – Tenterfield; LGA – Tenterfield*

Road Closed: Lots 1–2 DP 1213128  
File No: 15/06216

**Schedule**

On closing, the land within Lots 1–2 DP 1213128 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Inverell, Byron; Counties – Gough, Arrawatta  
Land District – Inverell; LGA – Inverell*

Road Closed: Lots 1–3 DP 1211873  
File No: 14/05414

**Schedule**

On closing, the land within Lots 1–3 DP 1211873 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Mayo; County – Hardinge  
Land District – Inverell; LGA – Guyra*

Road Closed: Lots 1–2 DP 1210581  
File No: 15/02965

**Schedule**

On closing, the land within Lots 1–2 DP 1210581 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Lewis, Eastern Water; County – Clive  
Land District – Glen Innes  
LGA – Glen Innes Severn Shire*

Road Closed: Lot 3 DP 1212542  
File No: 15/05390

**Schedule**

On closing, the land within Lot 3 DP 1212542 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Bagot, Mount Mitchell  
Counties – Clarke, Gough  
Land District – Glen Innes  
LGA – Glen Innes Severn Shire*

Road Closed: Lot 1 DP 1212543, Lot 2 DP 1212545  
File No: 15/05392

**Schedule**

On closing, the land within Lot 1 DP 1212543, Lot 2 DP 1212545 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Yarrawford, Lewis, Eastern Water  
Counties – Gough, Clive  
Land District – Glen Innes  
LGA – Glen Innes Severn Shire*

Road Closed: Lot 1 DP 1211477, Lots 1–2 DP 1211488  
File No: 15/05411

**Schedule**

On closing, the land within Lot 1 DP 1211477, Lots 1–2 DP 1211488 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Lanitza; County – Clarence  
Land District – Grafton; LGA – Clarence Valley*

Road Closed: Lot 2 DP 1214654  
File No: 15/05771

**Schedule**

On closing, the land within Lot 2 DP 1214654 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Lookout; County – Clarke  
Land District – Armidale; LGA – Armidale Dumaresq*

Road Closed: Lot 1 DP 1214095  
File No: AE06H437

**Schedule**

On closing, the land within Lot 1 DP 1214095 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Gulmarrad; County – Clarence  
Land District – Grafton; LGA – Clarence Valley*

Road Closed: Lot 1 DP 1205781  
File No: 07/3101

**Schedule**

On closing, the land within Lot 1 DP 1205781 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Tywong; County – Wynyard  
Land District – Wagga Wagga; LGA – Wagga Wagga*

Road Closed: Lots 1–5 DP 1210726  
File No: 08/11531

**Schedule**

On closing, the land within Lots 1–5 DP 1210726 remains vested in the State of New South Wales as Crown land.

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**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Murwillumbah; County – Rous  
Land District – Murwillumbah; LGA – Tweed*

Road Closed: Lots 1–7 DP 1213857  
File No: 14/04240

**Schedule**

On closing, the land within Lots 1–7 DP 1213857 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Mooney Mooney; County – Harden  
Land District – Gundagai; LGA – Gundagai*

Road Closed: Lot 1 DP 1213671  
File No: 12/04490

**Schedule**

On closing, the land within Lot 1 DP 1213671 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Mount Mitchell; County – Gough  
Land District – Glen Innes  
LGA – Glen Innes Severn Shire*

Road Closed: Lots 1–3 DP 1214423  
File No: 15/05632

**Schedule**

On closing, the land within Lots 1–3 DP 1214423 remains vested in the State of New South Wales as Crown land.

**NOTICE OF PURPOSE OTHER THAN  
THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

**Column 1**

Shark Barrier

**Column 2**

Reserve No 1010068  
Public Purpose: Public  
Recreation and Coastal  
Environmental Protection  
Notified: 13 August 2004  
File Reference: 15/11175  
Reserve No 1014308  
Public Purpose: Surfing  
Recreation  
Notified: 15 February 2008  
File Reference: 15/11175

**GRIFFITH OFFICE****NOTICE OF PURPOSE OTHER THAN  
THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

<b>Column 1</b>	<b>Column 2</b>
Road Construction	Reserve No 87963 Public Purpose: Future Public Requirements Notified: 9 October 1970 File Reference: 15/03740

**HAY OFFICE****APPOINTMENT OF TRUST BOARD MEMBERS**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
Tom WESLEY (new member) Ryan John COUTTS (new member) Diane Bernice GRAY (new member) Mitchon SHAW (new member)	Merriwagga Racecourse And Recreation Reserve Trust	Reserve No 57488 Public Purpose: Public Recreation Notified: 3 October 1924 Reserve No 88922 Public Purpose: Public Recreation Notified: 18 May 1973 File Reference: HY81R118

For a term commencing the date of this notice and  
expiring 17 December 2020.

**MAITLAND OFFICE****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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

<b>Column 1</b>	<b>Column 2</b>
Land District: Gosford Local Government Area: Gosford City Council Locality: Koolewong Lot 1 DP No 1180719 Parish Patonga County Northumberland Area: About 1.57ha File Reference: 14/00246	Reserve No 1038749 Public Purpose: Urban Development

Notes: Existing reserve  
56146 from sale or lease  
generally is hereby revoked  
from Lot 1 DP 1180719.

**NOTICE OF PURPOSE OTHER THAN  
THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

<b>Column 1</b>	<b>Column 2</b>
Commercial Marina; Business Purposes	Reserve No 1038749 Public Purpose: Urban Development Notified: This Day File Reference: 14/00246

**NOTICE OF PURPOSE OTHER THAN  
THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2
Agriculture; Grazing	Reserve No 93645 Public Purpose: Future Public Requirements Notified: 19 September 1980 File Reference: 14/06147

**MOREE OFFICE**

**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2
Land District: Warialda Local Government Area: Gwydir Shire Council Locality: Warialda Rail  Lot 12 Sec. 1 DP No 758192 Parish Warialda County Burnett  Area: About 9.14ha File Reference: 15/11310	Reserve No 1038748 Public Purpose: Rural Services

**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2
Warialda Rail Bush Fire Brigade Reserve Trust	Reserve No 1038748 Public Purpose: Rural Services Notified: This Day File Reference: 15/11310

**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.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2	Column 3
Gwydir Shire Council	Warialda Rail Bush Fire Brigade Reserve Trust	Reserve No 1038748 Public Purpose: Rural Services Notified: This Day File Reference: 15/11310

For a term commencing the date of this notice

**NEWCASTLE OFFICE**

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Broughton; County – Durham  
Land District – Singleton; LGA – Singleton*

Road Closed: Lots 1–2 DP 1210423 (subject to easements created by Deposited Plan 1210423)

File No: 14/05960

**Schedule**

On closing, the land within Lots 1–2 DP 1210423 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Glenlogan; County – Bathurst  
Land District – Cowra; LGA – Cowra*

Road Closed: Lot 1 DP 1213718

File No: 09/07991

**Schedule**

On closing, the land within Lot 1 DP 1213718 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Binalong; County – Harden  
Land District – Boorowa; LGA – Yass Valley*

Road Closed: Lot 1 DP 1214280

File No: 10/15583

**Schedule**

On closing, the land within Lot 1 DP 1214280 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Curryall; County – Bligh  
Land District – Mudgee; LGA – Mid-Western Regional*

Road Closed: Lots 1–2 DP 1212674 subject to a right of carriageway created by Deposited Plan 1212674

File No: 10/08259

**Schedule**

On closing, the land within Lots 1–2 DP 1212674 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Brundah; County – Monteagle  
Land District – Grenfell; LGA – Weddin*

Road Closed: Lot 1 DP 1214311

File No: CL/00602

**Schedule**

On closing, the land within Lot 1 DP 1214311 remains vested in the State of New South Wales as Crown land.



**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Keewong; County – Murray  
Land District – Queanbeyan; LGA – Cooma-Monaro*

Road Closed: Lot 2 DP 1108101, Lot 1 DP 1196437  
File No: 13/12928

**Schedule**

On closing, the land within Lot 1 DP 1196437 remains vested in the State of New South Wales as Crown land.

On closing, the land within Lot 2 DP 1108101 becomes vested in the State of New South Wales as Crown land.

Council's Ref: Road closure Burra

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Delegate; County – Wellesley  
Land District – Bombala; LGA – Bombala*

Road Closed: Lot 1 DP 1214099 subject to a right of carriageway created by Deposited Plan 1214099  
File No: 15/07463

**Schedule**

On closing, the land within Lot 1 DP 1214099 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Pulligal, Borapine; Counties – Gipps, Dowling  
Land District – Lake Cargelligo; LGA – Lachlan*

Road Closed: Lots 1–2 DP 1213435  
File No: 11/11756

**Schedule**

On closing, the land within Lots 1–2 DP 1213435 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Althorpe; County – Durham  
Land District – Muswellbrook; LGA – Muswellbrook*

Road Closed: Lot 1 DP 1210817  
File No: 15/03825

**Schedule**

On closing, the land within Lot 1 DP 1210817 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Krawarree; County – Murray  
Land District – Braidwood; LGA – Palerang*

Road Closed: Lots 1–3 DP 1211014  
File No: 12/01464

**Schedule**

On closing, the land within Lots 1–3 DP 1211014 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Adderley; County – Westmoreland  
Land District – Bathurst; LGA – Oberon*

Road Closed: Lot 1 DP 1214805 (subject to rights of carriageway created by Deposited Plan 1214805)

File No: OE05H132

**Schedule**

On closing, the land within Lot 1 DP 1214805 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Peel; County – Roxburgh  
Land District – Bathurst; LGA – Bathurst Regional*

Road Closed: Lot 1 DP 1214277

File No: 09/07997

**Schedule**

On closing, the land within Lot 1 DP 1214277 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – Bolton, Kendale; County – Westmoreland  
Land District – Bathurst; LGA – Oberon*

Road Closed: Lots 1–2 DP 1214313

File No: 11/11593

**Schedule**

On closing, the land within Lots 1–2 DP 1214313 remains vested in the State of New South Wales as Crown land.

**NOWRA OFFICE**

**APPOINTMENT OF TRUST BOARD MEMBERS**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2	Column 3
Steve APPLETON (re-appointment)	Nerrigundah Tennis And Recreation Trust	Reserve No 180024 Public Purpose: Public Recreation Notified: 4 March 1988 File Reference: NA87R38-02

For a term commencing the date of this notice and expiring 29 August 2018.

**NOTICE OF PURPOSE OTHER THAN THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2
Access	Reserve No 751268 Public Purpose: Future Public Requirements Notified: 29 June 2007 File Reference: 15/10726

**Schedule**

**Column 1**

Community Event

**Column 2**

Reserve No 751299  
 Public Purpose: Future  
 Public Requirements  
 Notified: 29 June 2007  
 File Reference: 15/11164  
 Dedication No 580097  
 Public Purpose: Public  
 Recreation  
 Notified: 1 November 1929  
 File Reference: 15/11164  
 Reserve No 180069  
 Public Purpose: Port  
 Facilities and Services  
 Notified: 28 June 1996  
 File Reference: 15/10915  
 Reserve No 1011528  
 Public Purpose: Access  
 and Public Requirements,  
 Tourism Purposes and  
 Environmental and Heritage  
 Conservation  
 Notified: 9 June 2006  
 File Reference: 15/10942

**ORANGE OFFICE**

**APPOINTMENT OF TRUST BOARD MEMBERS**

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

The Hon NIALL BLAIR, MLC  
 Minister for Lands and Water

**Schedule**

**Column 1**

Ronald Thomas  
 LEES  
 (re-appointment)

**Column 2**

Bogan Gate  
 Showground And  
 Racecourse Trust

**Column 3**

Reserve  
 No 43144  
 Public Purpose:  
 Racecourse  
 Showground  
 Notified:  
 14 October 1908  
 File Reference:  
 OE80R309-003

For a term commencing the date of this notice and expiring  
 11 September 2019.

**SYDNEY METROPOLITAN OFFICE**

**ROADS ACT 1993**

**ORDER**

**Transfer of a Crown Road to Council**

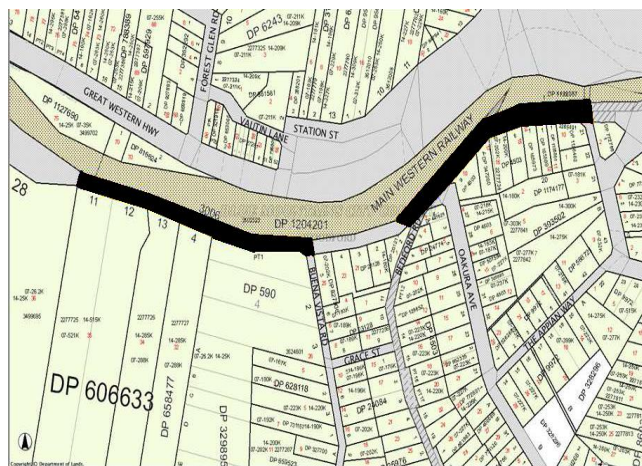
In pursuance of the provisions of section 151, *Roads Act 1993*, the Crown public road specified in Schedule 1 is transferred to the Roads Authority specified in Schedule 2, as from the date of publication of this notice and from that date the road specified in Schedule 1 ceases to be a Crown public road.

The Hon NIALL BLAIR, MLC  
 Minister for Lands and Water

**Schedule 1**

*Land District – Penrith  
 Local Government Area – Blue Mountains  
 Parish – Linden; County – Cook*

Part Crown public road known as Railway Parade at Woodford as shown by solid black shading on the diagram hereunder.



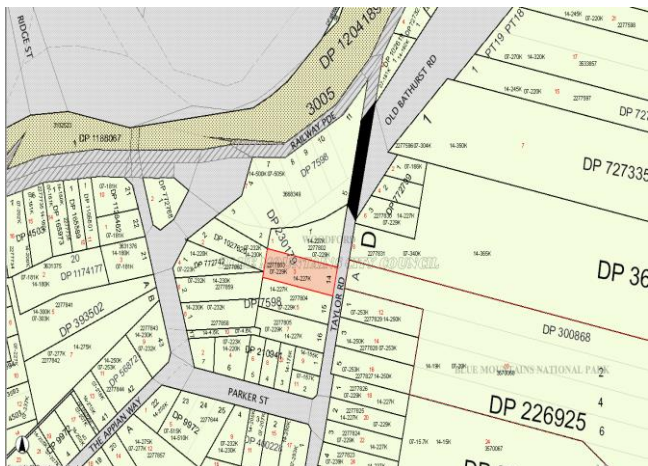
**Schedule 2**

Roads Authority: Blue Mountains City Council  
 File No: 15/11256

**Schedule 1**

*Land District – Penrith  
Local Government Area – Blue Mountains  
Parish – Linden; County – Cook*

Part Crown public road known as Taylor Road at Woodford as shown by solid black shading on the diagram hereunder.



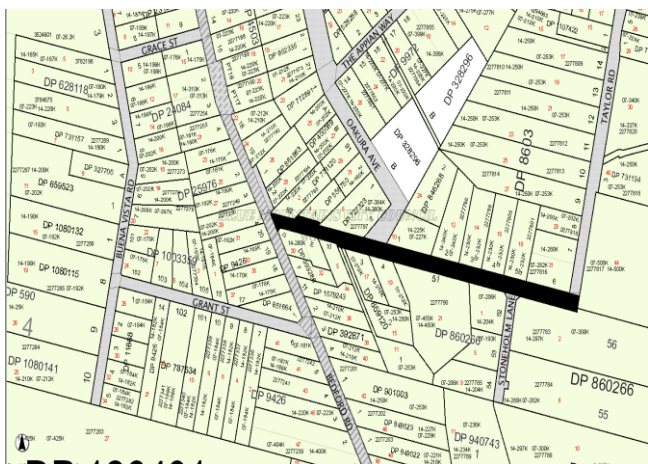
**Schedule 2**

Roads Authority: Blue Mountains City Council  
File No: 15/11256

**Schedule 1**

*Land District – Penrith  
Local Government Area – Blue Mountains  
Parish – Linden; County – Cook*

Part Crown public road known as Sutton Street at Woodford as shown by solid black shading on the diagram hereunder.



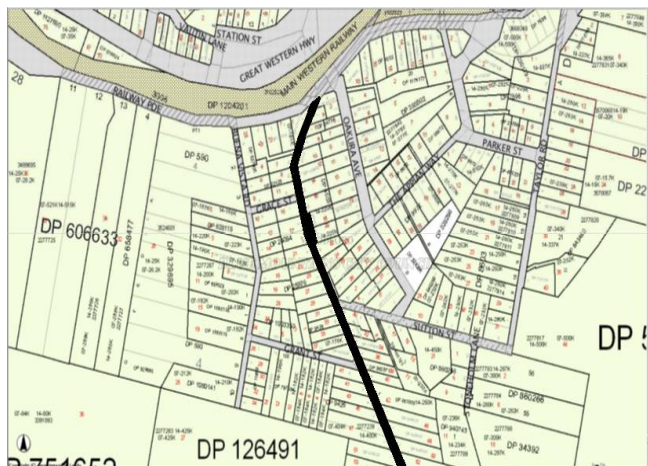
**Schedule 2**

Roads Authority: Blue Mountains City Council  
File No: 15/11256

**Schedule 1**

*Land District – Penrith  
Local Government Area – Blue Mountains  
Parish – Linden; County – Cook*

Part Crown public road known as Bedford Road at Woodford as shown by solid black shading on the diagram hereunder.



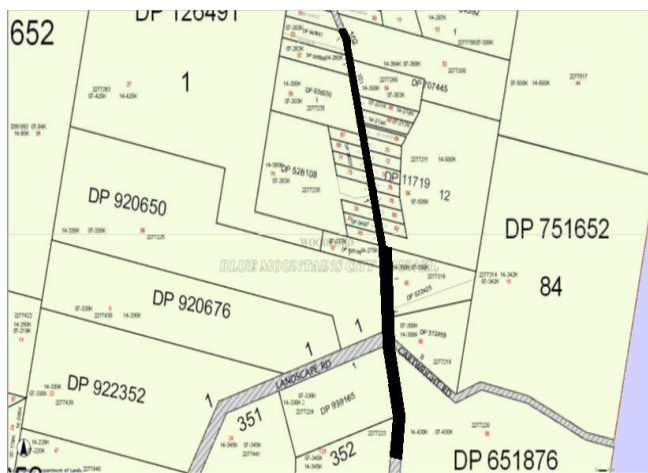
**Schedule 2**

Roads Authority: Blue Mountains City Council  
File No: 15/11256

**Schedule 1**

*Land District – Penrith  
Local Government Area – Blue Mountains  
Parish – Linden; County – Cook*

Part Crown public road known as Bedford Road at Woodford as shown by solid black shading on the diagram hereunder.



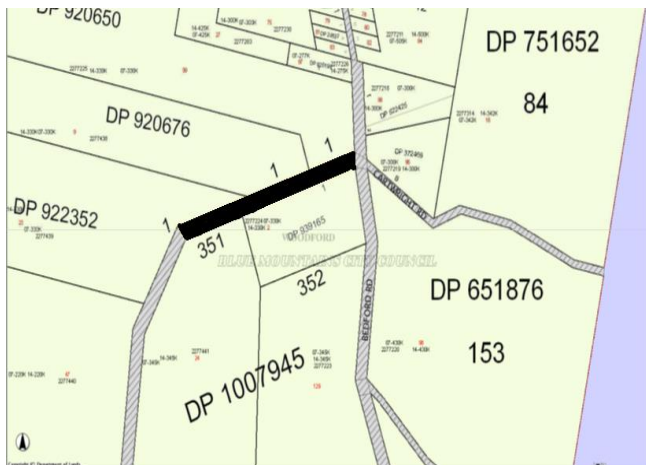
**Schedule 2**

Roads Authority: Blue Mountains City Council  
File No: 15/11256

**Schedule 1**

*Land District – Penrith  
Local Government Area – Blue Mountains  
Parish – Linden; County – Cook*

Part Crown public road known as Landscape Road at Woodford as shown by solid black shading on the diagram hereunder.



**Schedule 2**

Roads Authority: Blue Mountains City Council  
File No: 15/11256

**ERRATUM**

The notice that appeared in the *New South Wales Government Gazette* No 106 dated 27 November 2015 under the heading Sydney Metropolitan Office – Authorisation of Additional Purpose under s121A regarding Dedication No 500207 was published in error and is hereby withdrawn

**TAMWORTH OFFICE**

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Gunnedah; County – Pottinger  
Land District – Gunnedah; LGA – Gunnedah*

Road Closed: Lot 1 DP 1213802  
File No: 08/6377

**Schedule**

On closing, the land within Lot 1 DP 1213802 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parish – Coepolly; County – Buckland  
Land District – Tamworth; LGA – Liverpool Plains*

Road Closed: Lot 1 DP 1212621  
File No: 09/01889

**Schedule**

On closing, the land within Lot 1 DP 1212621 remains vested in the State of New South Wales as Crown land.

**NOTIFICATION OF CLOSING OF A ROAD**

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished. Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Description**

*Parishes – South Burke, Danglemah; County – Inglis  
Land District – Tamworth; LGA – Tamworth Regional*

Road Closed: Lot 1 DP 1209665  
File No: 09/05253

**Schedule**

On closing, the land within Lot 1 DP 1209665 remains vested in the State of New South Wales as Crown land.

**WAGGA WAGGA OFFICE**

**REMOVAL FROM OFFICE OF CORPORATION  
MANAGER OF RESERVE TRUST**

Pursuant to section 96 (2) of the *Crown Lands Act 1989*, the corporation specified in Schedule 1 hereunder is removed from the office of manager of the reserve trust specified in Schedule 2, which is trustee of the reserve referred to in Schedule 3.

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule 1**

Mangoplah Landcare Group Incorporated

**Schedule 2**

Mangoplah Botanic Gardens Trust

**Schedule 3**

Reserve No 8137  
 Public Purpose: Botanic Gardens  
 Notified: 22 December 1888  
 File Reference: WA95R5

**NOTICE OF PURPOSE OTHER THAN  
 THE DECLARED 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(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon NIALL BLAIR, MLC  
 Minister for Lands and Water

**Schedule**

<b>Column 1</b>	<b>Column 2</b>
Access; Grazing	Reserve No 75503 Public Purpose: Public Recreation Notified: 12 December 1952 File Reference: 14/02083

**WESTERN REGION OFFICE**

**ADDITION TO A WESTERN LANDS LEASE**

It is hereby notified that in pursuance of section 35C of the *Western Lands Act 1901*, the land particularised hereunder has been added to the undermentioned Western Lands Lease.

The Hon NIALL BLAIR, MP  
 Minister for Lands and Water

**Schedule**

Western Lands Lease No	4424
Name of Lessee:	John Henry Marshall BULL and John Cliveden BULL
Area Added:	Lot 2 DP 1216140 Parish of Kitchela County of Cowper of 3001 ha (Folio Identifier 2/1216140)
Total Area Following Addition:	Lot 2 DP 1216140, Lot 2251 DP 764187 Parish of Kitchela and Whakoo, County of Cowper of 5430 ha (Folio Identifiers 2/1216140 & 2251/764187)
Date of Addition:	27 October 2015
Administrative District:	Bourke
Shire:	Bourke
Conditions:	Unchanged

**ALTERATION OF PURPOSE/CONDITIONS OF A  
 WESTERN LANDS LEASE**

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

The Hon NIALL BLAIR, MP  
 Minister for Lands and Water

*Administrative District – Balranald  
 Shire – Balranald, Counties – Taila and Kilfera*

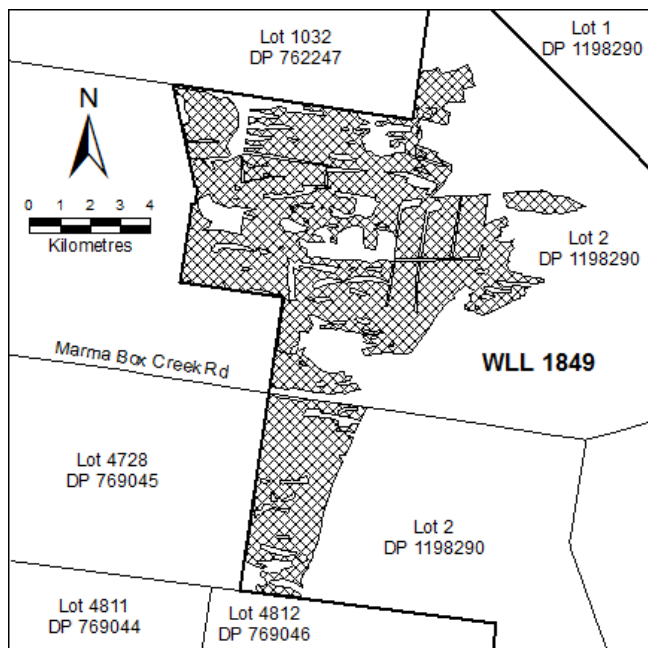
The purpose of Western Lands Lease 1849, being the land contained within Folio Identifier 2/1198290 has been altered from “Grazing” to “Grazing & Cultivation (Dryland)” effective from 15 December 2015.

As a consequence of the alteration of purpose/conditions rent will be assessed annually in line with the *Western Lands Act 1901* and Regulations.

The conditions have been altered by the inclusion of the special conditions following.

1. The land leased must be used only for the purpose of Grazing & Cultivation (Dryland).
2. The lessee must only dryland cultivate an area of 7,264 hectares as indicated by the hatched area on the diagram hereunder, and must ensure that no cultivation or ancillary works associated with any cultivation occurs outside of these areas.
3. The lessee must ensure that sand hills and other soils with a surface texture of loamy sand or coarser are left uncultivated unless specifically approved by the Commissioner.
4. The lessee must ensure land within 60 metres of any texture contrast or duplex soil area remains uncultivated except in accordance with a plan approved by the Commissioner. Texture contrast (or duplex) soils are soil types which have a sandy to loamy topsoil abruptly overlying a clay subsoil and are prone to scalding (producing clay pans and hummocks).
5. The lessee must ensure areas with a slope greater than 2% remain uncultivated until any soil conservation measures documented in a plan approved by the Commissioner have been implemented at the lessee’s expense.
6. The lessee must ensure incised drainage lines, other than man-made structures, which carry water after storms are left uncultivated in the channels and for a distance of at least 20 metres on either side of the banks of the channels except when the Commissioner specifies otherwise.
7. Cultivation adjacent to Marma Box Creek Road is permitted, however such cultivation shall be carried out such as to not interfere with the road formation.
8. The lessee must ensure stubble is retained on the soil surface and must not be burnt, except with the approval of the Commissioner or his delegate.
9. The lessee must undertake any appropriate measures, at his/her own expense, ordered by the Commissioner to rehabilitate any degraded cultivated areas.

10. The lessee must establish windbreaks at his/her own expense as may be ordered by the Commissioner to provide adequate protection of the soil.
11. The cultivation area partially covers Travelling Stock Reserves 583, 16298 and 69506 and if not addressed already, suitable arrangements must be made with the relevant Local Land Services Office immediately to allow for access when required. If suitable arrangements cannot be made with the relevant Local Land Services Office, the matter will be determined by the Commissioner.



**APPOINTMENT OF TRUST BOARD MEMBERS**

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

The Hon NIALL BLAIR, MLC  
Minister for Lands and Water

**Schedule**

Column 1	Column 2	Column 3
Rosemary MADDIX (re-appointment)	Cumborah Recreation Reserve Trust	Reserve No 31858 Public Purpose: Public Recreation Notified: 8 December 1900 File Reference: WL90R0048-2

For a term commencing the date of this notice and expiring 30 November 2019.

## Water Notices

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### HUNTER WATER ACT 1991

#### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Hunter Water Corporation

Notice of Compulsory Acquisition of Land at Ellalong

Hunter Water Corporation declares, with the approval of His Excellency the Governor and the Executive Council that the Land described in the Schedule below is acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*, for waste water pumping station purposes under the *Hunter Water Act 1991*.

Dated at Sydney, the 11th day of December 2015.

JEREMY BATH  
Interim CEO  
Hunter Water Corporation

#### Schedule

*Parish – Ellalong; County – Northumberland  
Land District – Ellalong; LGA – Cessnock*

#### Land

Lot 1 DP 1212221

HW2007-3090

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### HUNTER WATER ACT 1991

#### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Hunter Water Corporation

Notice of Compulsory Acquisition of Land at Ellalong

Hunter Water Corporation declares, with the approval of His Excellency the Governor and the Executive Council that the Land described in the Schedule below is acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*, for waste water pumping station purposes under the *Hunter Water Act 1991*.

Dated at Sydney, the 11th day of December 2015.

JEREMY BATH  
Interim CEO  
Hunter Water Corporation

#### Schedule

*Parish – Ellalong; County – Northumberland  
Land District – Ellalong; LGA – Cessnock*

#### Land

Lot 1 DP 1212219

HW2007-3090

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## Other Government Notices

### COMMUNITY HOUSING PROVIDERS (ADOPTION OF NATIONAL LAW) ACT 2012

#### ORDER

His Excellency the Honourable Thomas Frederick Bathurst, Companion of the Order of Australia, Lieutenant-Governor of the State of new South Wales in the Commonwealth of Australia

I, the Honourable Thomas Frederick Bathurst AC, Lieutenant-Governor of the State of New South Wales, with the advice of the Executive Council, on the recommendation of the Minister for Family and Community Services, and in pursuance of the powers vested in me under section 21 (1) of the *Community Housing Providers (Adoption of National Law) Act 2012* do, by this my Order, vest the land referred to in the Schedule of this Order in THE ILLAWARRA COMMUNITY HOUSING TRUST LTD (ABN 18 739 426 566) (trading as 'The Housing Trust').

Signed and sealed at Sydney, this 9th day of December 2015

THOMAS FREDERICK BATHURST  
Lieutenant-Governor

By His Excellency's Command

The Hon BRAD HAZZARD, MP  
Minister for Family and Community Services  
Minister for Social Housing

GOD SAVE THE QUEEN!

**Schedule of Land to be Vested by the  
New South Wales Land and Housing Corporation in  
The Illawarra Community Housing Trust Ltd  
(ABN 18 739 426 566)  
trading as 'The Housing Trust'**

N	Property Address	Title Particulars
1	5-7 Angus St, Fairy Meadow	Lots 70A & 71 in DP 35954, Parish of Woonona, County Camden
2	8-10 Cullen St, Unanderra	Lots 162 & 163 in DP 32220, Parish of Wollongong, County Camden
3	42-48 Graham St, Unanderra	Lot 10 in DP 1163897, Parish of Wollongong, County Camden
4	28 The Kingsway, Warilla	Lot 1 in DP 1158099, Parish of Terragong, County Camden
5	67-69 Queen St, Lake Illawarra	Lot 100 in DP 1163893, Parish of Terragong, County Camden
6	8-12 Henry Street, Tarrawanna	Lot 1 in DP 1159916, Parish of Woonona, County Camden
7	1-5 Sturdee St, Towradgi	Lot 101 in DP 1159274, Parish of Woonona, County Camden
8	1-5 Chapman Ave, Mount Warrigal	Lot 1 in DP 1159311, Parish of Terragong, County Camden
9	35-39 Barnes St, Warilla	Lot 100 in DP 1157521, Parish of Terragong, County Camden

N	Property Address	Title Particulars
10	15-17 Pleasant Ave, Warilla	Lot 100 in DP 1159158, Parish of Terragong, County Camden
11	34 Market Street, Wollongong	Lot 1 in DP 1166216, Parish of Wollongong, County Camden

### CO-OPERATIVES NATIONAL LAW (NSW)

Section 601AA (4) of the Corporations Act 2001  
as Applied by Section 453 of the  
Co-operatives National Law (NSW)

Notice of Proposed Deregistration – Voluntary

#### Co-operative Details

Co-operative: Tweed Valley Artists  
Co-operative Limited

Co-operative Number: NSWC28496

#### Notice

The Registrar has received an application to deregister the Co-operative under section 601AA of the *Corporations Act 2001* as applied by section 453 of the *Co-operatives National Law (NSW)*

The Registrar may deregister the Co-operative when two months have passed since publication of this Notice in the *NSW Government Gazette*.

Dated this 11th day of December 2015 at Bathurst.

CHRISTINE GOWLAND  
General Manager, Registry Services  
Delegate of the Registrar of Co-operatives

### DISTRICT COURT ACT 1973

District Court of New South Wales

#### DIRECTION

Pursuant to section 32 of the *District Court Act 1973*, I direct that the District Court shall sit in its civil jurisdiction at the place and time shown as follows:

Coffs Harbour 10.00am 16 May 2016 (2 weeks)  
Special Fixture

Dated this 15th day of December 2015.

Justice D PRICE AM  
Chief Judge

**DISTRICT COURT ACT 1973**

District Court of New South Wales

**DIRECTION**

Pursuant to section 32 of the *District Court Act 1973*, I direct that the District Court shall sit in its civil (**Mining**) jurisdiction at the place and time shown as follows:

Newcastle 10.00am 22 February 2016 (1 week)  
In lieu of 15 February 2016  
(1 week)

Dated this 15th day of December 2015.

Justice D PRICE AM  
Chief Judge

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**GEOGRAPHICAL NAMES ACT 1966**

Pursuant to the provisions of section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to assign the name:

*Augustus Loftus Reserve* for a reserve bounded by Loftus Crescent and Loftus Lane in the suburb of Homebush.

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. The proposal can also be viewed and submissions lodged on the Geographical Names Board website at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au) from Tuesday 15th December 2015 to Monday 18th January 2016, alternatively written submissions may be lodged with the Secretary, Geographical Names Board, 346 Panorama Ave, Bathurst NSW 2795.

In accordance with section 9 of the *Geographical Names Act 1966* all submissions lodged may be subject to a freedom of information application and may be viewed by third party to assist the Board in considering this proposal.

D MOONEY  
Chairman  
Geographical Names Board

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**GEOGRAPHICAL NAMES ACT 1966**

Pursuant to the provisions of section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to assign the name:

*Douglas Grant Park* for a reserve located adjacent to Johnstons Creek, near Taylor Street and Chester Street in the suburb of Annandale.

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. The proposal can also be viewed and submissions lodged on the Geographical Names Board website at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au) from Tuesday 15th December 2015 to Friday 15th January 2016, alternatively written submissions may be lodged with the Secretary, Geographical Names Board, 346 Panorama Ave, Bathurst NSW 2795.

In accordance with section 9 of the *Geographical Names Act 1966* all submissions lodged may be subject to a freedom of information application and may be viewed by third party to assist the Board in considering this proposal.

D MOONEY  
Chairman  
Geographical Names Board

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**GEOGRAPHICAL NAMES ACT 1966**

Pursuant to the provisions of section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to assign the name:

*Marrambidya Wetland* for a reserve bounded by the Murrumbidgee River and Narrung Street, located in the suburb of Wagga Wagga.

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. The proposal can also be viewed and submissions lodged on the Geographical Names Board website at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au) from Wednesday 16th December 2015 to Monday 18th January 2016, alternatively written submissions may be lodged with the Secretary, Geographical Names Board, 346 Panorama Ave, Bathurst NSW 2795.

In accordance with section 9 of the *Geographical Names Act 1966* all submissions lodged may be subject to a freedom of information application and may be viewed by third party to assist the Board in considering this proposal.

D MOONEY  
Chairman  
Geographical Names Board

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**GEOGRAPHICAL NAMES ACT 1966**

Pursuant to the provisions of section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to assign the name:

*Tallawoladah Place* for a reserve located adjacent to the Museum of Contemporary Art in The Rocks, in the Sydney LGA.

The position and extent for this feature is recorded and shown within the Geographical Names Register of New South Wales. The proposal can also be viewed and submissions lodged on the Geographical Names Board website at [www.gnb.nsw.gov.au](http://www.gnb.nsw.gov.au) from 16 December 2015 to 22 January 2016, alternatively written submissions may be lodged with the Secretary, Geographical Names Board, 346 Panorama Ave, Bathurst, NSW 2795.

In accordance with section 9 of the *Geographical Names Act 1966* all submissions lodged may be subject to a freedom of information application and may be viewed by third party to assist the Board in considering this proposal.

D MOONEY  
Chairman  
Geographical Names Board

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**HEALTH ADMINISTRATION ACT 1982**

NSW Clinical Risk Action

Group Terms of Reference

Pursuant to section 23 of the *Health Administration Act 1982* (“the Act”), I Mary Foley, Secretary, Ministry of Health acting as delegate of the Minister, do approve the following:

**1. Purpose**

The NSW Health Clinical Risk Action Group (CRAG) is responsible for the assessment and oversight of management of serious clinical adverse events reported to the Ministry of Health via Reportable Incident Briefs (RIBs), which are prepared specifically for the Committee’s purpose, and ensuring that appropriate action is taken.

The Committee is afforded privilege under section 23 of the Act for the purpose of conducting research or investigations into morbidity and mortality occurring within NSW.

The Committee will analyse information reported to it on specific incidents and identify issues relating to morbidity and mortality that may have significant implications for the provision of health care within the State of New South Wales.

Material created for and by the Clinical Risk Action Group is privileged and cannot be disclosed or released without the approval of the Minister for Health or the Minister’s authorised delegate.

**2. Key Responsibilities**

CRAG will examine and monitor the nature and trend of serious clinical incidents reported in clinical RIBs. The Committee will:

- Obtain information on clinical adverse events reported in the form of RIBs
- Identify unsafe practices or systems issues which may compromise patient safety and impact on mortality and morbidity
- Establish appropriate procedures for the Committee’s operation, consistent with the Risk Management – Enterprise-Wide Policy and Framework – NSW Health PD2009\_039.
- Advise the Secretary and the Minister on means to address and reduce the occurrence of serious clinical incidents and the risks identified through their analysis and oversee the implementation of appropriate actions to minimise the impact of their consequence and prevent future occurrence
- Oversee policy and strategy development to ensure identified risks are appropriately managed
- Obtain advice and assistance from relevant Branches of the Ministry of Health and Pillar Agencies as it considers appropriate to assist it in the performance of its functions
- Provide RIBs to other section 23 Committees.
- Exchange information that relates to serious clinical incidents and incident trends with other section 23 Committees.

- Receive copies of Root Cause Analyses conducted in accordance with Division 6C of Part 2 of the *Health Administration Act 1982*
- Access information relevant to serious clinical incidents and incident trends from regulatory and investigative agencies
- Review these procedures from time to time as required.

**3. Chair**

In carrying out its role, the Committee will be chaired by the Chief Executive Officer of the Clinical Excellence Commission. In the event that the CE, CEC is unavailable, the Chair will be the Deputy Secretary, System Purchasing and Performance, Ministry of Health.

**4. Secretariat**

The Secretariat for the Committee will be provided by the Patient Safety Unit, Clinical Excellence Commission. The Strategic Relations and Communications Branch of the Ministry of Health will provide administrative support by receiving and distributing clinical RIBs on behalf of the CRAG.

**5. Sub-Committees of CRAG**

CRAG may establish other sub-committees to assist with the functions of the Committee and delegate functions, consistent with these TOR, to those Sub-Committees as the Committee deems appropriate.

**6. Reporting**

CRAG will provide information and report on actions and outcomes of the Committee through the preparation of regular reports of de-identified data to:

- the Minister for Health and Secretary (for consideration by Ministry of Health Executive) (annual report);
- the community through a bi-annual report on incident management in the NSW public health system;
- the Executive of the Local Health Districts (LHDs) and Specialty Health Networks (SHNs) through the Senior Executive Forum; and
- the Directors of Clinical Governance of the LHDs/ SHNs.

**7. Section 23 Committees**

These Committees have special status under section 23 of the *Health Administration Act 1982*. The exchange of information necessary for each of the Committees to undertake their functions is hereby authorised. These Committees include and are not limited to:

- Special Committee Investigating Deaths Under Anaesthesia (SCIDUA);
- Collaborating Hospitals’ Audit of Surgical Mortality (CHASM);
- NSW Maternal and Perinatal Committee; and
- Mental Health Sentinel Event Review Committee.

**8. Accountability**

The Committee reports to the Minister for Health through the Secretary, Ministry of Health.

**9. Provision of Reportable Incident Briefs**

In order to assist the Committee from time to time with its functions the following officers of the Ministry of Health will be provided with copies of Reportable Incident Briefs:

- Deputy Secretary — Population and Public Health;
- Deputy Secretary — Strategy and Resource;
- Director, Strategic Relations and Communications;
- Director, Legal and Regulatory Services;
- Director, Office of the Secretary; and
- Any other person as approved by the Secretary from time to time, such approvals to be in writing and provided to Legal and Regulatory Services Branch at the Ministry of Health.

The clinical Reportable Incident Brief distribution list will be reviewed by the committee annually or when position changes occur.

**10. Membership**

Membership of the Clinical Risk Action Group (CRAG) consists of the following Officers (or the authorised delegate)

- Chief Executive, Clinical Excellence Commission (Chair);
- Chief Executive Officer, NSW Agency for Clinical Innovation;
- Deputy Secretary — System Purchasing and Performance (alternate Chair);
- Deputy Secretary — Governance/Workforce & Corporate;
- Director, Office of Kids and Families;
- Director, Patient Safety, Clinical Excellence Commission;
- Chief Nursing and Midwifery Officer, NSW Health;
- Chief Psychiatrist, Mental Health and Drug and Alcohol Office;
- Local Health District/Network Chief Executive;
- Local Health District/Network Director of Clinical Governance; and
- Any other person as approved by the Chair from time to time, such approvals to be in writing and provided to Legal and Regulatory Services Branch at the Ministry of Health.

Membership of CRAG will be reviewed annually by the Committee.

**11. Quorum**

A quorum will be 50 per cent plus one of the members and must include the following:

- Deputy Secretary — System Purchasing and Performance or, Director, Mental Health and Drug and Alcohol Office;
- A representative from the Clinical Excellence Commission; and
- A LHD/SHN Chief Executive.

**12. Meeting Frequency**

Meetings are held on the 3rd Wednesday of each month except in January. Additional meetings may be called as required.

**13. Review of Membership and Terms of Reference Will occur annually**

These Terms of Reference repeal and replace the previous Terms of Reference of the CRAG signed by the Secretary 13 January 2013 and Gazetted 15 February 2014.

Dr MARY FOLEY  
Secretary

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**MENTAL HEALTH ACT 2007**

Section 109

Declaration of Mental Health Facility

I, Dr Mary Foley, Secretary of the NSW Ministry of Health, pursuant to section 109 of the *Mental Health Act 2007*, DO HEREBY:

- (a) DECLARE the following premises to be declared mental health facilities for the purposes of the *Mental Health Act 2007*:
  - The Emergency Department, Ground Floor, Bathurst Hospital, Howick Street, Bathurst NSW 2795.
  - The Emergency Department, Ground Floor, Mudgee Hospital, located within the grounds of Mudgee Health Service, corner Meares and Lewis Streets, Mudgee NSW 2850.
- (b) DECLARE these facilities to be designated as “mental health emergency assessment” facilities; and
- (c) RESTRICT these facilities to the provision of acute assessment functions, where a patient can be held in anticipation of discharge should their clinical condition resolve rapidly, or transferred to a declared mental health facility of the “mental health assessment and inpatient treatment” class if required, in accordance with all provisions of the *Mental Health Act 2007*, with the exception of:
  - Chapter 2;
  - Division 1 of Part 3 of Chapter 3;
  - Sections 57, 58 and 59 of Division 2 of Part 3 of Chapter 3; and

- Division 3 of Part 3 of Chapter 3.

Signed, this 10th day of December 2015

Dr MARY FOLEY  
Secretary

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**POISONS AND THERAPEUTIC GOODS ACT 1966**

ORDER ISSUED UNDER SECTION 34

Supply of Regulated Goods

I, Dr Kerry Chant, Deputy Secretary and Chief Health Officer, a duly appointed delegate of the Minister for Health, pursuant to section 34 (3) of the *Poisons and Therapeutic Goods Act 1966*, and section 43 of the *Interpretation Act 1987*, DO HEREBY:

- (a) REVOKE the Order published in the *NSW Government Gazette* No 43 of 20 April 2012, exempting persons from section 34 (1) of the *Poisons and Therapeutic Goods Act 1966*; and
- (b) EXEMPT the following class of persons from the operation of section 34 (1) of the *Poisons and Therapeutic Goods Act*:
  - i. persons employed at the Ministry of Health,
  - ii. persons employed at a public health organisation,
  - iii. persons employed at a other State and local government agencies,
  - iv. persons employed at, or volunteers at a non-government organisation funded, or partially funded, by a public health organisation or the Ministry of Health for a public health purpose, and
  - v. persons employed at, or volunteers at, a non-government organisation acting on behalf of, or jointly with, the Ministry of Health, a public health organisation, or other State or local government agency for a public health purpose,

when supplying condoms for a public health purpose.

Signed at Sydney this 14th day of November 2015.

Dr KERRY CHANT PSM  
Chief Health Officer and Deputy Secretary  
Population and Public Health  
Delegate of the Minister for Health

PH423

# COUNCIL NOTICES

## ARMIDALE DUMARESQ COUNCIL

### ROADS ACT 1993

#### Naming of Roads

Notice is hereby given that Armidale Dumaresq Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
PARSONS CLOSE	Armidale

#### Description

In the approved subdivision of Lot 1 DP 531818 being 132 Kellys Plains Road Armidale. Opposite Gentles Road turn off

GLENN WILCOX, General Manager, Armidale Dumaresq Council, PO Box 75A, Armidale 2350  
GNB Ref: 0167 [8330]

## ARMIDALE DUMARESQ COUNCIL

### ROADS ACT 1993

#### Naming of Roads

Notice is hereby given that Armidale Dumaresq Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
SHOWGROUND CIRCUIT	Armidale

#### Description

Council is required to name the internal road to enable all buildings at the showground to connect to the NBN individually. The showground consists of Lot 7012 DP 94241, Pt Lot 21 sec 91 DP 758032 and Lot 1 DP 1133047 being 103–121 Kennedy Street Armidale

GLENN WILCOX, General Manager, Armidale Dumaresq Council, PO Box 75A, Armidale 2350  
GNB Ref: 0168 [8331]

## BEGA VALLEY SHIRE COUNCIL

### ERRATUM

The following notice replaces one published on page no 4052 of *NSW Government Gazette* No 111, of 11 December 2015. The Gazettal date remains 11 December 2015.

### ROADS ACT 1993

#### LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

#### Notice of Compulsory Acquisition of Land

Bega Valley Shire Council declares with approval of His Excellency the Governor that the land described in the schedule below, excluding only those mines or deposits of minerals in the land expressly reserved to the Crown, is acquired by compulsory process in accordance with the

*Land Acquisition (Just Terms Compensation) Act 1991* for public road.

Dated at Bega this 12th day of November 2015

LEANNE BARNES, General Manager

#### Schedule

Lot 1112 DP 1210253 [8332]

## BYRON SHIRE COUNCIL

### ROADS ACT 1993

#### Naming of Roads

Notice is hereby given that Byron Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
BRIDGLAND LANE	Mullumbimby

#### Description

Previously known as Lane 9, between Station Street and MGougans Lane Mullumbimby

KEN GAINGER, General Manager, Byron Shire Council, 70–90 Station Street, Mullumbimby 2482  
GNB Ref: 0157 [8333]

## BYRON SHIRE COUNCIL

### ROADS ACT 1993

#### Naming of Roads

Notice is hereby given that Byron Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
CENOTAPH LANE	Mullumbimby

#### Description

Previously known as Lane 17 Between Dalley Street and Gordon Street Mullumbimby

KEN GAINGER, General Manager, Byron Shire Council, 70–90 Station Street, Mullumbimby 2482  
GNB Ref: 0163 [8334]

## BYRON SHIRE COUNCIL

### ROADS ACT 1993

#### Naming of Roads

Notice is hereby given that Byron Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
DAVIDSON LANE	Mullumbimby

**Description**

Currently known as Lane 10, road runs between Poinciana Street and Lane 11 Mullumbimby

KEN GAINGER, General Manager, Byron Shire Council, 70–90 Station Street, Mullumbimby 2482  
GNB Ref: 0159 [8335]

**BYRON SHIRE COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Byron Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
HARKNESS LANE	Mullumbimby

**Description**

Currently known as Lane 14. Road runs between Argyle Street and New City Road Mullumbimby

KEN GAINGER, General Manager, Byron Shire Council, 70–90 Station Street, Mullumbimby 2482  
GNB Ref: 0164 [8336]

**BYRON SHIRE COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Byron Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
HOLLINGSWORTH LANE	Mullumbimby

**Description**

Currently known as Lane 13. Road runs from King Street, crosses Queen Street and continues to the end.

KEN GAINGER, General Manager, Byron Shire Council, 70–90 Station Street, Mullumbimby 2482  
GNB Ref: 0161 [8337]

**BYRON SHIRE COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Byron Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
MURPHYS LANE	Mullumbimby

**Description**

Between Tincogan Street and Mill Street Mullumbimby

KEN GAINGER, General Manager, Byron Shire Council, 70–90 Station Street, Mullumbimby 2482  
GNB Ref: 0158 [8338]

**BYRON SHIRE COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Byron Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
RILEY LANE	Mullumbimby

**Description**

Previously known as Lane 1 running between Tyagarah Street and Burringbah Street Mullumbimby

KEN GAINGER, General Manager, Byron Shire Council, 70–90 Station Street, Mullumbimby 2482  
GNB Ref: 0162 [8339]

**BYRON SHIRE COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Byron Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
TORRENS LANE	Mullumbimby

**Description**

Currently known as Lane 12. The lane runs between Prince Street and Morrison Ave Mullumbimby

KEN GAINGER, General Manager, Byron Shire Council, 70–90 Station Street, Mullumbimby 2482  
GNB Ref: 0160 [8340]

**BYRON SHIRE COUNCIL**

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Byron Shire Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the road(s) as shown hereunder:

Name	Locality
WARD LANE	Mullumbimby

**Description**

Currently known as Lane 15. Road runs between Lane 14 and James Street Mullumbimby

KEN GAINGER, General Manager, Byron Shire Council,  
70–90 Station Street, Mullumbimby 2482

GNB Ref: 0165

[8341]

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**HORNSBY SHIRE COUNCIL**

**NOTICE UNDER SECTION 16 (2) ROADS ACT 1993  
OF DEDICATION OF ROADS AS PUBLIC ROAD**

In pursuance of section 16 (2) *Roads Act 1993*, the lands hereunder described are dedicated as public road.

**Description**

Parish	South Colah
County	Cumberland
Land District	Metropolitan
Shire	Hornsby

The land shown in deposited plan 484 then shown as “Road ½ Chain Wide” but now known as “Terra Street”.

[8342]



# PRIVATE ADVERTISEMENTS

## COMPANY NOTICES

### AUSCOAL SUPERANNUATION

#### TRUST DEED

Determination under Rule 3.9.13

Whereas this Rule provides that where there is a variation in the amount of the Reference Rate the Trustees shall by a determination published by the Gazette as soon as practical after the variation to amend Appendix 3A of the Trust Deed in the manner provided by this Rule: and whereas there has been a variation in the Reference Rate the Trustee has amended Appendix 3A of the Trust Deed as follows:

- (a) by omitting the amount of "\$36.15 and \$35.34" in Column 5 of Item 1 and by inserting the amount of "\$36.15 and \$36.42";
- (b) by omitting the amount of "\$49.70 and \$42.77" in Column 5 of Item 2 and by inserting the amount of "\$49.70 and \$44.16";
- (c) by omitting the amount of "\$21.10 and \$50.39" in Column 5 of Item 3 and by inserting the amount of "\$21.10 and \$51.47";

The amendments made of Appendix 3A by this Determination take effect on and from 1 January 2016.

Dated: 15/12/2015

STEVE GRANT, General Manager. [8343]

## OTHER PRIVATE NOTICES

### ANGLICAN CHURCH OF AUSTRALIA

#### Alteration of the Constitution

Notice is hereby given under section 67 (2) of the Constitution of the Anglican Church of Australia that

Whereas on 18 September 2010 the General Synod of the Anglican Church of Australia duly made Canon No 1 of 2010 being the Constitution Amendment (Diocesan Council) Canon 2010 to alter the Constitution of the Anglican Church of Australia by the amendment of the definition of "Diocesan Council" in sub-section 74 (1) therein

And whereas on 20 November 2015 the President of the General Synod, the Most Rev'd Dr Philip Freier, Archbishop of Melbourne and Metropolitan of the Province of Victoria, determined that there is no condition remaining to which the coming of the Canon into effect is subject

The said President determined that the said Canon shall come into effect on 1 March 2016.

Dated: 10 December 2015

Anne Hywood  
General Secretary  
General Synod  
Anglican Church of Australia

[8344]

By Authority

Government Printer