



Government Gazette

of the State of

New South Wales

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Friday, 27 January 2017

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.

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GOVERNMENT NOTICES

Appointments

ABORIGINAL LAND RIGHTS ACT 1983

NOTICE

I, the Honourable Leslie Williams MP, Minister for Aboriginal Affairs, following consent by the New South Wales Aboriginal Land Council, do, by this notice pursuant to section 231(2) of the *Aboriginal Land Rights Act 1983* and sections 48(1) and 36(3) of the *Interpretation Act 1987*, extend the appointment of Mr Andrew Bowcher as administrator to the Ivanhoe Local Aboriginal Land Council for a period of three (3) calendar months, effective from 11 January 2017. During the period of his appointment, the administrator will have all of the functions of the Ivanhoe Local Aboriginal Land Council and any other duties as specified by the instrument of appointment. The administrator's remuneration and expenses are not to exceed \$20,000 per month excluding GST without the prior approval of NSWALC. The administrator's remuneration may include fees payable for the services of other personnel within the administrator's firm who provide services as agents of the administrator.

SIGNED AND SEALED THIS

13th DAY OF JANUARY 2017

LESLIE WILLIAMS, MP
MINISTER FOR ABORIGINAL AFFAIRS

GOD SAVE THE QUEEN

ABORIGINAL LAND RIGHTS ACT 1983

NOTICE

I, the Honourable Leslie Williams MP, Minister for Aboriginal Affairs, following consent by the New South Wales Aboriginal Land Council, do, by this notice pursuant to section 231(2) of the *Aboriginal Land Rights Act 1983* extend the appointment of Mr Andrew Hoholt as administrator to the Mungindi Local Aboriginal Land Council for a period of six (6) calendar months, effective from 24 January 2017. During the period of his appointment, the administrator will have all of the functions of the Mungindi Local Aboriginal Land Council and any other duties as specified by the instrument of appointment. The administrator's remuneration and expenses are not to exceed \$10,000 per month excluding GST without the prior approval of NSWALC. The administrator's remuneration may include fees payable for the services of other personnel within the administrator's firm who provide services as agents of the administrator.

SIGNED AND SEALED THIS

18th DAY OF JANUARY 2017

LESLIE WILLIAMS, MP
MINISTER FOR ABORIGINAL AFFAIRS

GOD SAVE THE QUEEN

ART GALLERY OF NEW SOUTH WALES ACT 1980

Department of Justice

Appointment of Trustees to the Art Gallery of New South Wales Trust

His Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to Section 6 of the *Art Gallery of New South Wales Act 1980* the appointment of the following persons as trustees of the Art Gallery of New South Wales Trust from 1 January 2017 to 31 December 2019 (inclusive):

- (i) Ms Catherine Brenner (new appointment)
- (ii) Ms Samantha Meers (re-appointment)
- (iii) Ms Gretel Packer (re-appointment)
- (iv) Mr Andrew Roberts (re-appointment)

- (v) The Hon. Ashley Dawson-Damer (re-appointment)

The Hon. TROY GRANT MP
Minister for Justice and Police
Minister for the Arts
Minister for Racing

AUSTRALIAN MUSEUM TRUST ACT 1975

Department of Justice

Appointment of Trustees to the Australian Museum Trust

His Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to Section 6 of the *Australian Museum Trust Act 1975* the appointment of the following persons as trustees of the Australian Museum Trust from 1 January 2017 to 31 December 2019 (inclusive):

- (i) Mr David Armstrong (reappointment)
- (ii) Mr Steven Gregg (reappointment)
- (iii) Ms Robynne Quiggin (reappointment, as a person with knowledge of, or experience in, Australian Indigenous Culture)
- (iv) Dr Roderic Kefford AM (reappointment)

The Hon. TROY GRANT MP
Minister for Justice and Police
Minister for the Arts
Minister for Racing

LIBRARY ACT 1939

Department of Justice

Appointment of Members to the Library Council of New South Wales

His Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to Section 4 of the *Library Act 1939*, the appointment of the following persons as Members of the Library Council of New South Wales for a term of office commencing 1 June 2017 and expiring on 31 December 2019:

- (i) Ms Jane Garling (new appointment, as a person who has knowledge of, or experience in education)
- (ii) Ms Terri Janke (new appointment)

The Hon. TROY GRANT MP
Minister for Justice and Police
Minister for the Arts
Minister for Racing

MUSEUM OF APPLIED ARTS AND SCIENCES ACT 1945

Department of Justice

Appointment of Trustees to the Museum of Applied Arts and Sciences Trust

His Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to section 4 of the *Museum of Applied Arts and Sciences Trust Act 1945* the appointment of the following persons as trustees of the Museum of Applied Arts and Sciences Trust from 1 January 2017 to 31 December 2019 (inclusive):

- (i) Ms Lisa Chung (re-appointment)
- (ii) Ms Lynne Anderson (new appointment)
- (iii) Dr Alex Birrell (new appointment)

The Hon. TROY GRANT MP
Minister for Justice and Police
Minister for the Arts
Minister for Racing

SYDNEY OPERA HOUSE TRUST ACT 1961

Department of Justice

Appointment of Trustees to the Sydney Opera House Trust

His Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to Section 6 of the *Sydney Opera House Trust Act 1961* the appointment of the following persons as trustees of the Sydney Opera House Trust from 1 January 2017 to 31 December 2019 (inclusive):

- (i) Mr Christopher Knoblanche AM (re-appointment)
- (ii) Ms Brenna Hobson (re-appointment, as a person who has knowledge of, or experience in performing arts)
- (iii) Ms Jillian Segal AM (re-appointment)
- (iv) Mr Phillip Wolanski AM (re-appointment)

The Hon. TROY GRANT MP
Minister for Justice and Police
Minister for the Arts
Minister for Racing

Planning and Environment Notices

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Termination of Care, Control and Management

The land in the Schedule ('Land') was placed under the care, control and management of the Penrith City Council by notification published in the Government Gazette No. 95, pages 3033 and 3034 on 3 June 1988. The Minister administering the *Environmental Planning and Assessment Act 1979* as the successor to the New South Wales Planning and Environment Commission and as the registered proprietor of the Land terminates the care, control management of the Land by Penrith City Council on the date of publication in the Government Gazette of this notice.

Dated at Sydney, this 19th day of January, 2017

Nigel Routh, delegate of the Minister Administering the *Environmental Planning and Assessment Act 1979*

Schedule

Part Lot 4 in Deposited Plan 30962, St Marys

Lot 1 in Deposited Plan 30962, St Marys

Part Lot 3 in Deposited Plan 30962, St Marys

Lot 17 in Section C in Deposited Plan 1895 (now Lot 17 in Deposited Plan 1206620), St Marys

Lot 18 in Section c in Deposited Plan 1895 (now Lot 18 in Deposited Plan 1206620), St Marys

Lot 19 in Section C in Deposited Plan 1895 (now Lot 19 in Deposited Plan 1206620), St Marys

HERITAGE ACT 1977

ERRATUM

The notice placed in the Government Gazette No. 120 on 23 December, 2016, relating to the Rock Bolting Development Site, Sharp Street, Cooma was incorrect.

HERITAGE ACT 1977

NOTICE OF LISTING ON THE STATE HERITAGE REGISTER UNDER SECTION 37(1)(b)

Rock Bolting Development Site
Sharp Street, Cooma

SHR No. 1984

In pursuance of section 37(1)(b) of the *Heritage Act 1977* (NSW), the Heritage Council gives notice that the item of environmental heritage specified in Schedule "A" has been listed on the State Heritage Register in accordance with the decision of the Minister for Heritage made on 8th December 2016 to direct the listing. This listing applies to the curtilage or site of the item, being the land described in Schedule "B".

Heritage Council of New South Wales

SCHEDULE "A"

The item known as the Rock Bolting Development Site, situated on the land described in Schedule "B".

SCHEDULE "B"

All those pieces or parcels of land known as Part Lot 3 DP 704165 in Parish of Cooma, County of Beresford shown on the plan catalogued HC 2892 in the office of the Heritage Council of New South Wales.

HERITAGE ACT 1977

NOTICE OF LISTING ON THE STATE HERITAGE REGISTER UNDER SECTION 37(1)(b)

St. James' Anglican Church Group, Morpeth
19 Tank Street, Morpeth

SHR No. 01979

In pursuance of section 37(1)(b) of the *Heritage Act 1977* (NSW), the Heritage Council gives notice that the item of environmental heritage specified in Schedule "A" has been listed on the State Heritage Register in accordance with the decision of the Minister for Heritage made on 19 January 2017 to direct the listing. This listing applies to the curtilage or site of the item, being the land described in Schedule "B".

Heritage Council of New South Wales

SCHEDULE "A"

The item known as the St. James' Anglican Church Group, Morpeth, situated on the land described in Schedule "B".

SCHEDULE "B"

All those pieces or parcels of land known as Lot 631 DP 1137280, Lot 1840 DP 1218855 and Lot 200 DP 872144 in Parish of Alnwick, County of Northumberland shown on the plan catalogued HC 2913 in the office of the Heritage Council of New South Wales.

HERITAGE ACT 1977

ERRATUM

The notice placed in the *Government Gazette* No. 8 on 20 January 2017, relating to Dobell House, 47 Dobell Drive, Wangi Wangi, was incorrect.

HERITAGE ACT 1977

NOTICE OF LISTING ON THE STATE HERITAGE REGISTER UNDER SECTION 37(1)(b)

Dobell House
47 Dobell Drive, Wangi Wangi

SHR No. 1985

In pursuance of section 37(1)(b) of the *Heritage Act 1977* (NSW), the Heritage Council gives notice that the item of environmental heritage specified in Schedule "A" has been listed on the State Heritage Register in accordance with the decision of the Minister for Heritage made on 15 January 2017 to direct the listing. This listing applies to the curtilage or site of the item, being the land described in Schedule "B".

Heritage Council of New South Wales

SCHEDULE "A"

The item known as the Dobell House, situated on the land described in Schedule "B".

SCHEDULE "B"

All those pieces or parcels of land known as Lot 13 DP 8840 in Parish of Awaba, County of Northumberland shown on the plan catalogued HC 2883 in the office of the Heritage Council of New South Wales.

HERITAGE ACT 1977

ORDER UNDER SECTION 57(2) TO GRANT SITE-SPECIFIC EXEMPTIONS FROM APPROVAL

Eveleigh Railway Workshops

SHR No. 01140

I, the Minister for Heritage, on the recommendation of the Heritage Council of New South Wales, in pursuance of section 57(2) of the *Heritage Act 1977*, do, by this my order, revoke the Schedule of Exemptions to subsection 57(1) of the *Heritage Act 1977* made under subsection 57(2) and published in the *Government*

Gazette on 13 March 2015; and grant an exemption from section 57(1) of that Act in respect of the engaging in or carrying out of any activities described in Schedule “C” by the owner described in Schedule “B” on the item described in Schedule “A”.

The Hon Mark Speakman SC MP
Minister for Heritage

Sydney, 2nd Day of December 2016

SCHEDULE “A”

The item known as Eveleigh Railway Workshops, situated on the land described in Schedule “B”.

SCHEDULE “B”

All those pieces or parcels of land known as Lot 52 DP 1001467, Lot 8 DP 1136859, Lot 9 DP 1136859, Lot 10 DP 1136859, Lot 12 DP 1136859, Lot 1 DP 1175706, Lot 2 DP 1175706, Lot 3 DP 1175706, Lot 4 DP 1175706, Lot 4001 DP 1194309, Lot 4002 DP 1194309, Lot 4003 DP 1194309, Lot 4004 DP 1194309, Lot 4005 DP 1194309, Lot 4006 DP 1194309 and Lot 4007 DP 1194309 in Parish of Petersham, County of Cumberland shown on the plan catalogued HC 2347 in the office of the Heritage Council of New South Wales.

SCHEDULE “C”

Site-specific exemptions (not requiring notification to the Heritage Council of NSW or its Delegate)

Note: Any assessment of significant fabric and heritage impact will be made by a suitably qualified and experienced heritage professional.

1. All works and activities in accordance with a valid development consent in force at the date of gazettal for revised listing the Eveleigh Railway Workshops (SHR No. 01140) on the State Heritage Register under the *Heritage Act 1977* (NSW).
2. Works and activities associated with the maintenance and upkeep of non-heritage fabric associated with the gardens and grounds, including mowing, tree surgery, removal or pruning of trees where works will have no adverse impact on heritage significance.
3. Maintenance and repairs to the interior fabric and finishes, including partition walls, internal glazing, lighting (non-original) and signage for buildings constructed post 1995 following closure of the Railway Workshops.
4. Maintenance and renewal of floor finishes inside buildings constructed post 1995 following closure of the Railway Workshops.
5. Internal changes to office spaces, retail, residential and other tenancy spaces and recreational facilities inside buildings constructed post 1995 following closure of the Railway Workshops.
6. Replacement, including upgrades to internal security devices, such as electronic door locks and keys, security cameras and motion sensors inside buildings constructed post 1995 following closure of the Railway Workshops.
7. Installation of temporary and reversible structures for the operation of special events and activities lasting less than one (1) month duration (e.g. for trade fairs, exhibitions etc.) for buildings constructed post 1995 following closure of the Railway Workshops.
8. Electrical, mechanical and hydraulic services maintenance and essential upgrades located within the building envelope and on the roof top within the envelope of the existing plant, including roof exhaust fans and associated support duct work for buildings constructed post 1995 following closure of the Railway Workshops, where there is little or no adverse visual impact on heritage significance, but excluding mobile telecommunications equipment and antennae.
9. Upgrade of mechanical equipment relating to lifts constructed since 1995 within buildings constructed post 1995 following closure of the Railway Workshops.
10. Refurbishment of bathrooms, kitchens, kitchenettes and other service areas within buildings constructed post 1995 following closure of the Railway Workshops.
11. Changes to and development of internal layouts, fittings and furnishings for internal retail, commercial and residential tenancies within buildings constructed post 1995 following closure of the Railway Workshops, which do not increase the net-lettable area.
12. Removal or replacement of internal and inter-tenancy walls within buildings constructed post 1995 following closure of the Railway Workshops.

13. Combination or division of tenancies requiring the alteration of internal walls within buildings constructed post 1995 following closure of the Railway Workshops where there is no change in overall net-lettable area.
14. Work or changes to interior fittings and furnishings within buildings constructed post 1995 following closure of the Railway Workshops.
15. Removal and replacement of temporary (three months duration) internal signs and decorations, such as flags, rigging, banners, merchandising, holiday livery and associated decorations within buildings constructed post 1995 following closure of the Railway Workshops.
16. Maintenance of internal paint finishes within buildings constructed post 1995 following closure of the Railway Workshops.
17. Changes to or development of existing roof access ladders, stairs and platforms required for safe access to these areas for buildings constructed post 1995 following closure of the Railway Workshops.
18. Changes to internal lighting within buildings constructed post 1995 following closure of the Railway Workshops.
19. Replacement of carpet finishes within tenancies within buildings constructed post 1995 following closure of the Railway Workshops.
20. Maintenance and repair to existing interpretation infrastructure and signage.

Site-specific exemptions (requiring notification to the Heritage Council of NSW or its Delegate)

Note: Any assessment of significant fabric and heritage impact will be made by a suitably qualified and experienced heritage professional.

21. Minor modifications to a valid development consent in force at the date of gazettal for revised listing the Eveleigh Railway Workshops (SHR No. 01140) on the State Heritage Register under the *Heritage Act 1977* (NSW), where the Heritage Council of NSW or its Delegate is satisfied that:
 - The proposed works are substantially the same as the development for which consent was original granted, before any modifications to that consent, for the purpose of this exemption only; and
 - The Heritage Council of NSW has been notified in writing of the works proposed to be undertaken under this exemption prior to commencement of works, and the Heritage Council of NSW or its Delegate has provided written confirmation that the works are exempt.
22. Changes to operating hours.
23. Maintenance and repair of existing external hard paving, including roads, paths, fences, garden edges, retaining walls and gates, where works match existing materials and do not have adverse impact on heritage significance.
24. All works to the exterior and interiors of buildings erected on the site since 1995, not including works which would significantly alter the exterior architectural appearance of the new buildings.
25. External maintenance and minor repairs necessary to preserve and maintain the functioning of the buildings and landscape for their current uses and where works will have no adverse impact on heritage significance; including maintenance and minor repairs to:
 - Roofing sheeting and drainage;
 - Utilities including electrical, water and sewerage and stormwater drainage;
 - Road and footpath pavement resurfacing;
 - Road and pedestrian traffic management facilities, including gates and fencing;
 - Planter boxes and public seating;
 - Navigational signage and infrastructure;
 - Security infrastructure and gates;
 - Exterior lighting.

For works to qualify as maintenance and minor repair, any new fabric must represent like-for-like replacement of the existing fabric or reinstatement to a known earlier/ original fabric configuration and must not require any new impacts upon significant fabric.

26. Removal and replacement of non-illuminated external signs and decorations, such as flags, rigging, banners, merchandising, holiday livery and associated decorations where the size, scale and impact of the new items is the same or does not exceed that being replaced and providing that the signs and decoration are not elements remaining from the significant periods of Eveleigh's history.

27. Erection of temporary (three months duration) hoardings and scaffolding associated with maintenance or conservation of facades, windows and roof sheeting and drainage where no physical impact to heritage fabric occurs.
28. Changes to aluminium-framing and glass panels (non-heritage fabric) associated with doorways, entrances and airlocks, where such works do not materially affect the configuration of the opening.
29. Maintenance and repairs to the interior non-heritage fabric and finishes, including partition walls, internal glazing, lighting (non-original) and signage for buildings constructed pre 1995 prior to closure of the Railway Workshops.
30. Maintenance and renewal of floor finishes inside buildings constructed pre 1995 prior to closure of the Railway Workshops.
31. Internal changes to office spaces, retail, and other tenancy spaces and recreational facilities inside buildings constructed pre 1995 prior to closure of the Railway Workshops, which do not involve any new works affecting original building fabric.
32. Replacement, including upgrades to internal security devices, such as electronic door locks and keys, security cameras and motion sensors inside buildings constructed pre 1995 prior to closure of the Railway Workshops, which do not involve any new works affecting original building fabric.
33. Installation of temporary and reversible structures for the operation of special events and activities lasting less than one (1) month duration (e.g. for trade fairs, exhibitions etc.) for buildings constructed pre 1995 prior to closure of the Railway Workshops.
34. Electrical, mechanical and hydraulic services maintenance and essential upgrades located within the building envelope and on the roof top within the envelope of the existing plant, including roof exhaust fans and associated support duct work for buildings constructed pre 1995 prior to closure of the Railway Workshops, where there is little or no adverse visual impact on heritage significance, but excluding mobile telecommunications equipment and antennae.
35. Upgrade of mechanical equipment relating to lifts constructed since 1990 within buildings constructed pre 1995 prior to closure of the Railway Workshops.
36. Refurbishment of non-significant bathrooms, kitchens, kitchenettes and other service areas within buildings constructed pre 1995 prior to closure of the Railway Workshops with no effect on original heritage fabric.
37. Changes to and development of internal layouts, fittings and furnishings for internal retail and commercial tenancies within buildings constructed pre 1995 prior to closure of the Railway Workshops, which do not involve any new works affecting or concealing original building fabric, expression of the original internal volumes or increase to the net-lettable area.
38. Removal or replacement of non-significant inter-tenancy walls within buildings constructed pre 1995 prior to closure of the Railway Workshops.
39. Combination or division of tenancies requiring the alteration of non-significant internal walls within buildings constructed pre 1995 prior to closure of the Railway Workshops where there is no impact on original building fabric or significance or change in overall net-lettable area.
40. Work or changes to interior non-significant fittings and furnishings within buildings constructed pre 1995 prior to closure of the Railway Workshops with no effect on remnant heritage fabric.
41. Removal and replacement of temporary (three months duration) internal signs and decorations, such as flags, rigging, banners, merchandising, holiday livery and associated decorations within buildings constructed pre 1995 prior to closure of the Railway Workshops where works will have no adverse impact on heritage significance.
42. Maintenance of internal non-significant paint finishes within buildings constructed pre 1995 prior to closure of the Railway Workshops.
43. Changes to or development of existing roof access ladders, stairs and platforms required for safe access to these areas for buildings constructed pre 1995 prior to closure of the Railway Workshops where works will have no adverse impact on heritage significance.
44. Changes to internal lighting within buildings constructed pre 1995 prior to closure of the Railway Workshops.
45. Material conservation of historic fabric undertaken with appropriate heritage advice and supervision from a suitably qualified and experienced heritage advisor and in accordance with the objectives of the following as relevant:

- *Eveleigh Carriageworks Conservation Management Plan*, Volume 1, prepared by Otto Cserhalmi and Partners, 2002.
 - *North Eveleigh West Conservation Management Plan*, prepared by OCP Architects, March 2016.
 - *Australian Technology Park Conservation Management Plan*, Volume 1, prepared by Godden Mackay Logan, December 2013.
 - *South Eveleigh Precinct Heritage Assessment*, Volume 1, prepared by Futurepast Heritage Consulting, July 2015.
46. Replacement of non-significant carpet finishes within tenancies within buildings constructed pre 1995 prior to closure of the Railway Workshops.
 47. Relocation of Moveable Heritage items within the site precinct where such items will be kept undercover on site. Appropriate recording of the relocation activity must be undertaken and retained on site.
 48. Works to maintain items of historic machinery.

Energy Notices

PIPELINES ACT 1967

ERRATUM

INSTRUMENT OF GRANT OF PIPELINE LICENCE

LICENCE No. 42

VARIATION 1

AGL Energy Limited with ABN: 74 115 061 375 (AGL), having its registered office at 101 Miller Street, North Sydney NSW 2060, has applied, in accordance with the provisions of section 18 of the *Pipelines Act 1967* (hereinafter called “the Act”) and *Pipelines Regulation 2013* (hereinafter called “the Regulation”), for a variation to licence in relation to the Licence Area for its Licence No. 42, which conveys natural gas, in either direction, between the gas pipeline off-take at Hexham and AGL’s liquefied natural gas storage facility at Tomago, NSW. AGL has agreed to accept the provisions and conditions attached at Annexure A of the Licence.

The application, for the inclusion or exclusion of lands as per Schedule 1 herein, complies with the provisions of the Act and Regulation and therefore I, Anthony Roberts, Minister for Industry, Resources and Energy, do grant variation 1 to Licence No. 42 to AGL Energy Limited, effective from my signing of this Licence.

Signed at Sydney, NSW on this Twentieth day of January, 2017.

ANTHONY ROBERTS MP
MINISTER FOR INDUSTRY, RESOURCES AND ENERGY

SCHEDULE 1

DESCRIPTION OF PIPELINE

LANDS TO BE INCLUDED IN THE LICENSE AREA FOR

PIPELINE LICENCE No. 42

All those pieces or parcels of land described as Deposited Plans: as listed herein and lodged and registered with NSW Land and Property Information.

Deposited Plan	Area
DP 1175781	(A)
DP 1201779	(A)
DP 1201780	(B)
DP 1201781	(A)
DP 1201782	(A)
DP 1213262	(A)
DP 1218047	(B)

Note: This Erratum notice corrects the error as shown in the June 10, 2016 Gazettal Notice relating to DP1201780

Crown Lands Notices

1300 886 235 www.crownland.nsw.gov.au

GRAFTON 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 road specified in Schedule 1 ceases to be a Crown road.

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

SCHEDULE 1

Parish – Condong

County – Rous

Land District – Murwillumbah

Local Government Area – Tweed

The variable width Crown public road from the intersection of Quarry Road north lot 3 DP 1132740 running south east and adjacent to Condong Creek to western prolongation of Lot 2 DP 786540 at South Murwillumbah, as shown by red outline in Schedule 2.

SCHEDULE 2



Roads Authority: Tweed Shire Council

Council Reference: V Gwynne

Lands File Reference: 17/00426 – W578448

SCHEDULE 1

Parish – Dunbible

County – Rous

Land District – Murwillumbah

Local Government Area – Tweed

The Crown public road bounded lot 1 DP 583624, Bakers Road and Kyogle Road at Byangum and as shown by red outline in Schedule 2.

SCHEDULE 2



Roads Authority: Tweed Shire Council

Council Reference: Crown Road Transfer: Kyogle Road

Lands File Reference: 16/10652 – W577238

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 – Evans; County – Richmond
Land District – Lismore; LGA – Richmond Valley

Road Closed: Lot 1 DP 1226795

File No: 16/08088

SCHEDULE

On closing, the land within Lot 1 DP 1226795 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 – Turrawarra; County – Murchison
Land District – Inverell; LGA – Inverell

Road Closed: Lot 2 DP 1225336

File No: 14/09054

SCHEDULE

On closing, the land within Lot 2 DP 1225336 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 – Kremnos; County – Fitzroy
Land District – Grafton; LGA – Clarence Valley*

Road Closed: Lot 1 DP 1227767

File No: 16/02592

SCHEDULE

On closing, the land within Lot 1 DP 1227767 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 – Tent Hill, Strachan; County – Gough
Land District – Glen Innes; LGA – Glen Innes Severn Shire*

Road Closed: Lots 1-5 DP 1224459

File No: 07/4463

SCHEDULE

On closing, the land within Lots 1-5 DP 1224459 remains vested in the State of New South Wales as Crown land.

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 – Watton; County – Roxburgh
Land District – Bathurst; LGA – Bathurst Regional*

Road Closed: Lot 1 DP 1222671

File No: 11/13357

SCHEDULE

On closing, the land within Lot 1 DP 1222671 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 – Morongla, Neila; County – Forbes

Land District – Cowra; LGA – Cowra

Road Closed: Lots 1, 4, 5 DP 1223382

File No: 08/0017

SCHEDULE

On closing, the land within Lots 1, 4, 5 DP 1223382 remains vested in the State of New South Wales as Crown land.

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 in Column 3, being the road closed in Column 4, has been added to the Western Lands Leases identified in Column 1.

The Hon Niall Blair, MLC
Minister for Lands and Water

Description

Parishes – Varies Counties – Varies

Land District – Varies LGA – Bourke & Cobar

Column 1 Western Lands Lease No.	Column 2 Folio ID	Column 3 Area Addition (ha)	Column 4 Former WDR No	Column 5 Total Area following Addition (ha)
2635	625/761643	20	178	4617
2717	774/762102	17	118	13018
2748	795/761959	66	23	16811
3007	901/761906	21	23, 111	1136
3290	1129/762535	99	118	19731
3297	1240/762847	32	178	10158
3571	1394/763061	54	12, 178	10397
4636	2267/764272	71	178	15564
5810	1739/764062	76	181	24727
6400	3609/765961	120	178	17872

File No.: 08/2056

Other Government Notices

ANTI-DISCRIMINATION ACT 1977

EXEMPTION ORDER

Under the provisions of section 126 of the *Anti-Discrimination Act 1977* (NSW), an exemption is given from sections 8, 17, 19 and 51 of the *Anti Discrimination Act 1977* (NSW), to Coles Supermarkets Pty Ltd, together with its service providers delivering the Coles First Steps program (including but not limited to The New South Wales Technical and Further Education Commission, trading as TAFE NSW), to conduct targeted recruitment, training and development programs for Aboriginal and Torres Strait Islander persons.

This exemption will remain in force for 5 years.

Dated this 19th day of January 2017

Elizabeth Wing
Acting President
Anti-Discrimination Board of NSW

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 names:

Cherrybrook Railway Station for a railway station located on Castle Hill Road, between Franklin and Robert Roads, Cherrybrook.

Castle Hill Railway Station for a railway station on Old Castle Hill Road, adjacent to Castle Towers Shopping Centre, Castle Hill.

Hills Showground Railway Station for a railway station on Carrington Road adjacent to Castle Hill Showground, Castle Hill.

Norwest Railway Station for a railway station on the corner of Norwest Boulevard and Brookhollow Avenue, in Norwest Business Park, Baulkham Hills.

Bella Vista Railway Station for a railway station off Celebration Drive, east of Old Windsor Road, Bella Vista.

Kellyville Railway Station for a railway station on the corner of Samantha Riley Drive and Old Windsor Road, Kellyville.

Rouse Hill Railway Station for a railway station near the intersection of Main Street and Tempus Street, Rouse Hill.

The position and extent for these features 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 from 24 January to 24 February 2017. 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 a third party to assist the Board in considering this proposal.

NARELLE UNDERWOOD
Chair
Geographical Names Board
PO Box 143
BATHURST NSW 2795

MOUNT PANORAMA MOTOR RACING ACT 1989

CONDUCT OF MOTOR RACING AND ASSOCIATED EVENTS

MOUNT PANORAMA

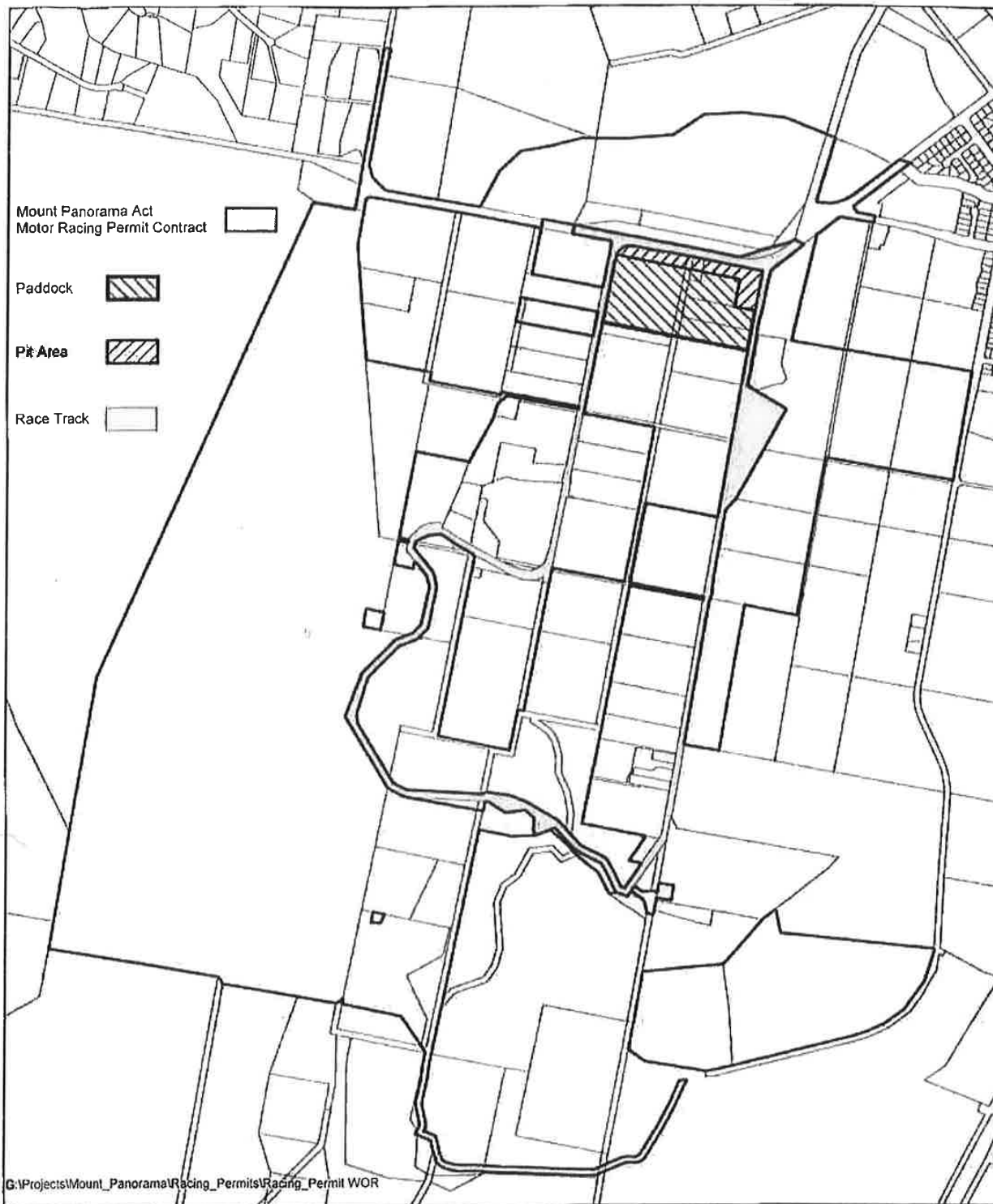
In pursuance of the provisions of Section 4 of the *Mount Panorama Motor Racing Act 1989*, I declare that the lands, as shown by hatching on the diagram hereunder, shall constitute the Mount Panorama Circuit for the

purpose of motor racing, practice and associated events during the period 3 February to 9 February 2017, both dates inclusive.

Stuart Ayres MP
Minister for Sport and Recreation

BATHURST REGIONAL COUNCIL

Mt Panorama Circuit
Bathurst 12 Hour
3-9 Feb 2017



Bathurst Regional Council expressly disclaims all liability for errors or omissions of any kind whatsoever, or any loss, damage or of consequence which may arise from any person relying on information in this Plan.

Note: The colours on this Plan do not indicate zones under the Bathurst Local Environmental Plan 1997.

Department of Lands

Date 10/10/2012

TRANSPORT ADMINISTRATION ACT 1988
LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Transport for NSW Erratum

THE Notice of Compulsory Acquisition of Land published in the New South Wales Government Gazette No. 65 of 31 May 2013, Folio 2314, 2315 and 2316, contained errors. The following corrects those errors and the Gazettal date remains 31 May 2013.

SCHEDULE 1

In Schedule 1 on Folio 2314 paragraph No.1 the words “variable width” are deleted and replaced with the words and figures “3.25 wide”.

SCHEDULE 5

In Schedule 5 on Folio 2315 in the paragraph “**The name of the person empowered to release, vary or modify this easement to drain water.**” the words “to drain water” are deleted and replaced with the words “for water supply”.

James White
Director Group Property
Transport for NSW

TRANSPORT ADMINISTRATION ACT 1988
LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land in the Local Government Area of Sydney

Transport for NSW 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* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

TOM GELLIBRAND
Acting Program Director
Sydney Metro
Transport for NSW

SCHEDULE

All that piece of land situated in the Local Government Area of Sydney, Parish of St Lawrence and County of Cumberland, comprising Lot 1 in Deposited Plan 60293, being the whole of land in Certificate of Title Folio Identifier 1/60293, said to be in the ownership of ZGWH Holdings Pty Ltd ACN 163 191 375, **but excluding from the acquisition:**

- Lease AH544596 (as varied by Variation of Lease AH653654 and Variation of Lease AH998902) to Yes Food Pty Ltd ACN 085 769 188 of Ground Floor, 125 129 Bathurst Street, Sydney. Expires 14/1/2018 and with an option to renew of five years;
- Lease AH544597 to Success Partners Group Pty Ltd ACN 167 042 248 (by way of assignment) of Level 1, 125-129 Bathurst Street, Sydney. Expires 14/1/2018 and with an option to renew of five years; and
- Unregistered lease to T & H Beauty Service Pty Ltd ACN 128 023 163 of Level 2, 125 129 Bathurst St, Sydney. Expires 28/2/2018 and with an option to renew of three years.

(Transport for NSW Document Number: A5723325)

WORK HEALTH AND SAFETY ACT 2011

Notice of Approved Code of Practice

NOTICE is given under section 274 of the *Work Health and Safety Act 2011* that the following code of practice is approved:

1. Managing risks when new or inexperienced riders or handlers interact with horses in the workplace.

This code of practice will commence on 1 February 2017.

The Hon Victor Dominello MP
Minister for Innovation and Better Regulation

Date: 10-1-17

PASSENGER TRANSPORT REGULATION 2007

Clause 76(1)(b) Valid smartcards
Publication of terms and conditions

TRANSPORT FOR NSW, pursuant to Clause 76 of the Passenger Transport Regulation 2007, publishes the following terms and conditions for the use of a smartcard.

These terms and conditions for the use of a smartcard repeal any previous terms and conditions for the use of a smartcard published by Transport for NSW and take effect on and from 27 January 2017.

Opal Terms of Use

WHAT IS THE OPAL CARD AND WHO ARE WE?

1. **Opal Ticketing System:** The Opal Card (**Opal Card**) is a smartcard designed for use by an electronic ticketing system (**Opal Ticketing System**). The Opal Card can be used as a form of ticketing and payment for public transport services across the greater Sydney region equipped with Opal Card readers (**Opal Card Readers**) on which the Opal Card is an accepted form of fare payment (**Opal Transport Services**). The Opal Card is issued by Transport for NSW (**TfNSW**). A reference to **us**, **we** or **our** is a reference to TfNSW and, where the context requires, its authorised representatives and agents.

OPAL TERMS OF USE

2. **Opal Terms of Use:** The reference to "Opal's terms of use" or "Opal Terms of Use" on the back of the Opal Card is a reference to these Opal Terms of Use as amended from time to time in accordance with section 4 (**Opal Terms of Use**). These Opal Terms of Use are the terms and conditions that apply to your use of the Opal Card and the Opal Ticketing System.

ACCEPTANCE

3. **Acceptance of terms:** By ordering, using or registering an Opal Card you agree to be bound by the Opal Terms of Use in force at the time you order, use or register your Opal Card. If you do not agree to be bound, you must refrain from using the Opal Card.
4. **Amendments:** We may, at any time, change any part of these Opal Terms of Use or any other information referred to in these Opal Terms of Use, by updating these Opal Terms of Use or that other information accordingly at opal.com.au (**Opal Website**). Any such changes will take effect when they are published on the Opal Website. If we

make any such changes that we consider will adversely affect your use of the Opal Card in a material way, we will take such steps to notify you of those changes as we consider reasonably appropriate (for example, by including a notice on the Opal Website). By continuing to use an Opal Card after any changes are published on the Opal Website, you agree to be bound by those changes. If you do not agree to any such changes, you must refrain from using the Opal Card and you may apply for a refund of the stored value of that Opal Card (**Opal Card Balance**) in accordance with the Opal Refund and Balance Transfer Policy.

5. **Operator's conditions of carriage:** These Opal Terms of Use apply in addition to conditions of carriage imposed by any provider of public transport services who accepts the Opal Card as payment for use of its services (**Operator**). When using the services of any Operator you must comply with that Operator's conditions of carriage. We are not responsible for the acts or omissions of any Operator.
6. **Responsibility for a child:** If you acquire an Opal Card for use by a person who lacks, by reason of youth, the understanding necessary for these Opal Terms of Use to be binding on them (**Child**), you are responsible for the use of that Opal Card by that Child.

OPAL CARDS

7. **Opal Cards:** We issue Opal Cards that are reloadable "pay as you go" stored value Opal Cards and non-reloadable Opal Cards.
8. **Property of TfNSW:** Opal Cards are and remain our property. We may inspect, deactivate or take possession of an Opal Card or require its return at our discretion without notice at any time.

RELOADABLE OPAL CARDS

9. **Reloadable Opal Cards:** We issue a variety of reloadable, pay as you go, Opal Cards which may be used to pay for travel on public passenger vehicles or trains (including light rail) on Opal Transport Services.

You must use the “Adult” Opal Card unless you are entitled to use a different type of Opal Card allowing concessional fares (including concession or senior/pensioner Opal Cards) or free travel. When using an Opal Card allowing free or concessional fares travel, you must carry and produce upon request proof of your entitlement in accordance with section 77.

10. You can use a “Child/Youth” Opal Card only if you are:
 - a) aged 4 to 15 years (inclusive); or
 - b) a full-time NSW/ACT school student aged 16 and older with a NSW Senior Secondary Student Concession card, issued by your school, as proof of entitlement.

11. Further information about the types of reloadable Opal Cards available under the Opal Ticketing System, the criteria for eligibility, the fares charged by Operators and any additional special terms and conditions for reloadable Opal Cards other than the “Adult” Opal Card may also be obtained by calling 13 67 25 (13 OPAL) and from the Opal Website. Customers who use reloadable Opal Cards other than the “Adult” Opal Card must inform themselves of and comply with any such additional special terms and conditions. If an Opal Card allowing concessional fares travel has been issued specifically to you, you must not permit any other person to use that Opal Card. You must not use an Opal Card allowing concessional fares travel that has been issued specifically to another person.

12. **Precondition to using a reloadable Opal Card:** You must add value to a reloadable Opal Card before using it to pay for your first trip.

NON- RELOADABLE OPAL CARDS

13. **Non-reloadable Opal Cards:** We issue two categories of non-reloadable Opal Cards, Single Trip Tickets and Free Opal Cards.

14. **Single Trip Ticket:** A Single Trip Ticket is a non-reloadable Opal Card for use on trains, ferries or light rail only. It can only be used for one trip and transfer to another mode is not allowed. Single Trip Tickets are valid for the day of purchase and expire

on 4.00am the next day, or at the end of a trip taken prior to that time. The Single Trip Ticket is valid for travel to destinations within the distance fare band of the ticket purchased, which is calculated and set from the point of tap on and limited to the chosen distance band of the ticket.

15. **Free Opal Cards:** We issue Free Opal Cards, including (but not limited to) Free Travel Opal Cards and School Opal Cards to provide free travel on Opal Transport Services, following confirmation of eligibility. Use of Free Opal Cards is also subject to the Additional Terms and Conditions for Free Opal Cards published below, as amended by us from time to time.

ADDITIONAL TERMS AND CONDITIONS FOR FREE OPAL CARDS

16. Subject to section 20, Free Opal Cards are not transferrable and must only be used by the person to whom the Free Opal Card has been issued. You must not permit any other person to use your Free Opal Card.
17. If your Free Opal Card is damaged, lost or stolen, you may order a replacement card (a fee may apply) by calling 131 500. Your current Free Opal Card will be blocked and a replacement Free Opal card will be mailed to you, usually within 5-7 working days.
18. **Free Travel Opal Cards:** We may issue a Free Opal Card to eligible customers with a vision impairment as well as selected ex- Defence Force personnel to provide free travel on Opal Transport Services (**Free Travel Opal Card**). Further information, including eligibility requirements, is located on the Opal Website.
19. If you hold a Free Travel Opal Card, you are not required to tap on at the beginning of a trip or tap off at the end of a trip at an Opal Card Reader and you may show your proof of entitlement pass to transport staff or bus driver in order commence or end your journey.
20. If eligible, we may also issue you with a second Free Travel Opal Card to provide your attendant free travel on Opal Transport Services (**Attendant's Card**). The Attendant's Card may be used by any person who is travelling with you.

21. Use of the Attendant's Card is limited to instances where the attendant is travelling with the eligible holder of a Free Travel Opal Card. You must not use an Attendant's Card unless you are travelling with the person named on the Attendant's Card.
22. You must carry evidence of eligibility at all times when using a Free Travel Opal Card and produce it in accordance with section 77.
23. Your Free Travel Opal Card will not operate at Sydney Domestic and Sydney International Airport train stations. Access to or from these stations requires assistance from station staff. Station access fees may apply.
24. **School Opal Cards:** We issue a School Opal Card to eligible school students to provide free or subsidised travel between home and school on Opal Transport Services.
25. You may only use your School Opal Card for travel which commences between 6.30am and 7pm (6.30am and 9.30pm for TAFE students) on school days between home and school.

For all other travel, you must use a Child/Youth Opal card.

26. Your School Opal Card will not operate at the following train stations:
 - a. Sydney Domestic Airport; or
 - b. Sydney International Airport;

To access these stations you must use a Child/Youth Card.

27. Use of the School Opal Card is also subject to the School Pass Terms, published at <https://apps.transport.nsw.gov.au/ssts>.
28. **Other Free Opal Cards:** We may, at our discretion, determine other classes of individuals eligible for Free Opal Cards and may provide relevant additional terms and conditions for use directly to eligible individuals issued with those Free Opal Cards.

ACQUIRING OPAL CARDS

29. **Reloadable Opal Cards:** You can acquire reloadable Opal Cards through:

- a. the Opal Website;
- b. various retailers which are approved as Opal retailers;
- c. our call centre at 13 67 25 (13 OPAL); and
- d. any service centres that we establish,

(together, the **Opal Channels**).

You may obtain information on Opal Channels and on how and through what Opal Channels you may acquire an Opal Card by calling 13 67 25 (13 OPAL) or from the Opal Website. When acquiring an Opal Card, you must provide all the information that we deem reasonably necessary for us to supply you with the Opal Card of the type you are acquiring. If you receive an Opal Card in the mail, you must activate it in accordance with the procedure specified in the Opal starter pack that accompanies the Opal Card. We are not responsible for any delays in delivering an Opal Card to you if the information you provide is inaccurate, out of date or unclear, or the Opal Card is undeliverable to the address you provide.

- 30. **Single Trip Tickets:** You can acquire a Single Trip Ticket from an 'Opal Top Up or Single Trip Ticket Machine' only.
- 31. **Free Opal Cards:** We issue Free Opal Cards in accordance with the terms and conditions of the relevant free or subsidised travel scheme. Eligibility details and further information is available on the Opal Website.
- 32. **Prohibited Acquisition:** You must not obtain an Opal Card by purchasing it from another person. As described in section 63, the sale of an Opal Card for a price is prohibited, and you may not be able to confirm the Opal Card Balance of any such Opal Card, or the Opal Card may have been cancelled by us, whether at the time of purchase or subsequently. This may include circumstances where the Opal Card that you purchase has been lost or stolen, or a "top up" to the Opal Card has been reversed because of an unauthorised credit card transaction involving a lost or stolen credit card.

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USE OF OPAL CARDS AND OPAL TICKETING SYSTEM

33. **Use of Opal Cards:** You must:

- a. use the Opal Card and Opal Ticketing System in accordance with these Opal Terms of Use;
- b. not obtain or attempt to obtain Opal Benefits (as described on the Opal website at <https://www.opal.com.au/en/opal-fares/>) by using an Opal Card or the Opal Ticketing System (including Opal Card Readers) in a way that is inconsistent with these Terms of Use;
- c. provide us with the information and assistance that we deem reasonably necessary for the effective use of the Opal Card;
- d. comply with all laws and regulations applicable to your use of the Opal Card;
- e. keep the Opal Card safe and secure at all times;
- f. take proper care of the Opal Card, avoid damaging it, keep it flat and not bend or pierce it;
- g. only use an Opal Card issued by us on the Opal Ticketing System (and you must not use any other smartcards at an Opal Card Reader or any other part of the Opal Ticketing System);
- h. not misuse, deface, alter, tamper with or deliberately damage or destroy the Opal Card;
- i. not alter, remove or replace any notices (other than the activation sticker), trademarks or artwork on the Opal Card; and
- j. not modify, adapt, translate, disassemble, decompile, reverse engineer, create derivative works of, copy or read, obtain or attempt to discover by any means, any (i) encrypted software or encrypted data contained on an Opal Card; or (ii) other software or data forming part of the Opal Ticketing System.

34. **Defective cards:** You must not knowingly use a Damaged or Faulty Opal Card and must immediately report a Damaged or Faulty Opal Card by calling 13 67 25 (13 OPAL) as soon as it is discovered that it is Damaged or Faulty. In relation to an Opal Card:

- a. **Damaged** means not capable of being read by an Opal Card Reader and subject to physical damage or electronic tampering by you or any other person or event subsequent to the acquisition of that Opal Card; and
- b. **Faulty** means: (i) not Damaged but not capable of being read by an Opal Card Reader; or (ii) failing to comply with any applicable statutory guarantees; or (iii) not able to be utilised due to the existing service being at capacity and not allowing customer access where another subsequent service does not exist for this day.

Under b) iii): You may request for a refund for a Faulty Single Trip Ticket, or to transfer the cost of that Faulty ticket to a reloadable Opal Card. No refunds or transfers are provided for a lost, stolen or damaged Single Trip Ticket, or in any other circumstances, as in our terms and conditions.

- 35. **Accuracy of information:** You represent and warrant that any information that you provide to us is true, accurate and up to date. If the information you provide changes or is out of date, you must notify us of the change as soon as possible.
- 36. **Opal Website:** If and when you use the Opal Website, you must comply with the [Opal Website Terms of Use](#).
- 37. **Opal Guidelines:** You must comply with all the procedures, policies and guidelines relating to the Opal Card and the Opal Ticketing System (including, but not limited to, the Opal Refund and Balance Transfer Policy, the Opal Privacy Policy, the guidelines in the Opal Website and any starter packs) that are published or issued by us as each may be amended from time to time in accordance with section 4 (**Opal Guidelines**).

CARD REGISTRATION

- 38. **Registering a reloadable Opal Card:** In order to register a reloadable Opal Card you must provide the information necessary to create a customer profile (**Customer Profile**), or alternatively you can permit another person to link your Opal Card to their Customer Profile (in which case that other person will be able to manage your Opal Card as described in section 42). The card identification number and card security code (**Opal Card Number**) of the Opal Card that you are registering will be linked in the Opal Ticketing System to your Customer Profile. More than one Opal Card can be

linked to that Customer Profile, but an Opal Card can only be linked to one Customer Profile at any given time.

39. **Registered Card Benefits:** A range of services (**Registered Card Benefits**) are available for registered Opal Cards. Information about Registered Card Benefits can be obtained by calling 13 67 25 (13 OPAL) and from the Opal Website. If a registered Opal Card is lost or stolen and you report it as lost or stolen, the Opal Card Balance of that Opal Card will be protected in accordance with and upon the terms of our refund policy set out at the Opal Website (**Opal Refund and Balance Transfer Policy**).
40. **Changing Registered Card Benefits:** We may change the Registered Card Benefits at any time in accordance with section 4.
41. **Registration on behalf of others:** You may only register and manage the registration of an Opal Card on behalf of:
- a. a Child under the age of 16, if you are a parent or guardian of that Child; or
 - b. any other person over the age of 16, if you are doing so with their consent (including their consent to disclose any personal information you provide to us about them).
42. **Linking your Registered Opal Card to another person's Customer Profile:** If you allow your Opal Card to be linked to another person's Customer Profile, that person can manage your Opal Card (including after your death). This gives them the ability to:
- a. access information collected by us in relation to your Opal Card in accordance with the Opal Privacy Policy, including your travel history;
 - b. manage auto top-ups for your Opal Card;
 - c. receive notifications via email or text message regarding the status of your Opal Card;
 - d. apply for and receive a refund of your Opal Card Balance, if they possess your Opal Card;
 - e. transfer your Opal Card Balance to another Opal Card that is linked to their Customer Profile; and

- f. unlink your Opal Card from their Customer Profile.
43. TfNSW will automatically unlink all Opal Cards from a Customer Profile that is deactivated for any reason, including the death of the account holder. Auto top-ups will be discontinued for unlinked Opal Cards.
44. **Confidentiality:** You must keep all usernames, passwords, personal identification numbers, card security codes and answers to security questions confidential and you must not disclose this information to any person. You must not enable any other person, application (including any mobile application) or system to access your Customer Profile. We are not responsible for any loss suffered as a result of you disclosing any information, including any username or password contained in your Customer Profile to another person, any application (including any mobile application) or any system. You must also keep the Opal Card Number that is printed on your Opal Card safe and secure. If your Opal Card is unregistered and another person obtains your Opal Card Number, this may allow them to view your recent travel history, register your Opal Card, or link your Opal Card to their own Customer Profile.
45. **Opal Privacy Policy:** We will handle personal information that we collect in relation to the Opal Ticketing System in accordance with our privacy policy ([Opal Privacy Policy](#)) that is set out at the Opal Website. You consent to our disclosure of your personal information in accordance with the Opal Privacy Policy and relevant legislation relating to personal information and privacy.
46. **Unregistered Opal Cards:** You can acquire an unregistered reloadable Opal Card through various retailers which are approved as Opal retailers, and any service centres that we establish. The provisions in these Terms of Use relating to unregistered Opal Cards apply to Opal Cards that are acquired but not registered, and also to registered Opal Cards that have been de-registered.
47. **Card authentication:** When interacting with the Opal Ticketing System, you will comply with any authentication procedures that we reasonably require from time to time. If you cannot satisfy any of our authentication requirements, you may not be able to interact with the Opal Ticketing System including obtaining the Registered Card

Benefits.

PAYMENT, FARES AND BALANCES

48. **Payment for travel:** In connection with your use of an Opal Card, you are responsible for the payment of all fares (including promotional fares, concession fares, discounted fares or fares with caps) (**Opal Fares**). We also reserve the right to apply charges in connection with the use of the Opal Card (**Opal Charges**). Information about applicable Opal Fares and Opal Charges will be published on the Opal Website and is subject to change from time to time in accordance with section 4. Information about applicable Opal Fares and Opal Charges can also be obtained by calling 13 67 25 (13 OPAL).
49. **Opal Card Balance:** Your Opal Card Balance will be available to pay for Opal Fares and Opal Charges (unless those amounts are transferred or refunded in accordance with the Opal Refund and Balance Transfer Policy, or forfeited in accordance with section 74). You must add value to a reloadable Opal Card sufficient to meet these charges.
50. **Tap on and tap off:** Subject to section 19, you must tap on at the beginning of your trip and tap off at the end of your trip at an Opal Card Reader except in the case of ferry services to and from Manly. For ferry services to and from Manly only, you must tap on at the beginning of your trip but you do not have to tap off at the end of your trip and you may exit without doing so. Instructions on how to tap on and tap off will be set out in the documentation that is provided with a new Opal Card, and on the Opal Website, and you must comply with those instructions. If you fail to tap on or tap off as required, the Opal Ticketing System is unable to ascertain where you entered or exited the public transport network, as the case may be, and the Opal Card will be charged the default fare for the journey.
- See https://www.opal.com.au/en/opal-fares/travelling_with_a_valid_ticket/ for further details on default fares.
51. **Multiple use not permitted:** You can only use an Opal Card for one trip at a time. You must not tap on twice with the same Opal Card in order to pay for another person's trip.

52. **Tap on and Tap off at the one location:** You are permitted to tap on and then tap off at the same location if you no longer intend to make a journey.
53. **Sufficient funds:** You must not use a reloadable Opal Card to pay the Opal Fare for a trip if the Opal Card Balance of the reloadable Opal Card or a Single Trip Ticket is: (a) insufficient to pay for it; or (b) a negative balance.
54. **Minimum and maximum balances:** A limit applies to the maximum amount that can be maintained as an Opal Card Balance on an Opal Card, which may vary depending on the type of Opal Card you have. You must not commence a trip if (a) the Opal Card Balance is negative; or (b) the Opal Card Reader declines a tap on due to an insufficient balance.
55. **Authorisation:** You authorise us to deduct all Opal Fares and Opal Charges as and when they are due from the Opal Card Balance of the Opal Card.
56. **Negative balances:** If the Opal Card Balance of a reloadable Opal Card is insufficient to pay for the applicable Opal Fare or is a negative balance, you must add value to the Opal Card in an amount sufficient to pay for your trip before you use it again. You must pay any negative Opal Card Balance on a reloadable Opal Card and, when you add value to it, the added value will be first applied to reduce any negative balance.
57. **Adding value:** You may "top up" or add value to a reloadable Opal Card by paying or transferring value to the Opal Card Balance of the reloadable Opal Card. Information on current methods of adding value can be obtained by calling 13 67 25 (13 OPAL) and from the Opal Website. Under the Opal Ticketing System, "add value" is also referred to as "top up".
58. **Balance adjustments:** You may dispute the amount of an Opal Card Balance of your Opal Card and request an adjustment of the Opal Card Balance by calling 13 67 25 (13 OPAL) or by completing and sending the [enquiry form](#) on the Opal Website. An adjustment to an Opal Card Balance will only be made at our discretion. We may adjust an Opal Card Balance retrospectively if we discover that it is incorrect.

59. **Balance transfers:** We will only transfer the Opal Card Balance of an Opal Card to another Opal Card if: (a) both Opal Cards are registered and linked to the same Customer Profile; (b) the entire Opal Card Balance (less any applicable Opal Charges) is being transferred; and (c) the Opal Card from which the transfer is being made has been cancelled.
60. **Opal Benefits not transferred:** Opal Benefits (as described on the Opal website at <https://www.opal.com.au/en/opal-fares/>) are specific to each Opal Card and are not transferrable upon the transfer of the Opal Card Balance of an Opal Card to another Opal Card, except where an Opal card is found to be a Defective card under section 70. For example, any paid journeys accrued for the purpose of the Weekly Travel Reward are not transferred to a new Opal Card.
61. **Auto top up:** If you set up an "auto top up" as one of the Registered Card Benefits for your reloadable Opal Card, you are authorising us to automatically add value to your reloadable Opal Card whenever your Opal Card Balance falls below the required minimum balance by means of an automatic payment from: (a) a credit card; (b) a debit card; or (c) bank or similar account if we make such a service available in the future (**Authorised Payment Source**).

You can obtain information on the minimum and maximum amounts that can be automatically added under an auto top up, the methods by which you can change or terminate an auto top up and the manner in which we will handle the auto top up if your Authorised Payment Source is declined or has expired, by calling 13 67 25 (13 OPAL). You must ensure that your Authorised Payment Source remains valid and current and you must renew your Authorised Payment Source if it has expired or if we request you to do so. If a payment for an auto top up is declined by your Authorised Payment Source, we will reverse that auto top up and cancel the auto top up.

Auto top up is not available for unregistered Opal Cards.

62. **Website and 13 OPAL top ups:**
- a. **Reversals:** After we receive instructions from you to add value to a reloadable Opal Card via the Opal Website or 13 67 25 (13 OPAL) you should tap on at an Opal Card Reader with that Opal Card within 60 days. If you fail to tap on within

the 60 days we will reverse the value added back to your credit or debit card as the case may be.

- b. **Timing:** We will use our reasonable endeavours to ensure timely top ups via the Opal Website or 13 67 25 (13 OPAL) but we will not be responsible for any delays in doing so.

TRANSFER OF YOUR OPAL CARD

63. **No resale:** You must not sell, or offer to sell, an Opal Card to another person for a price. We may cancel any Opal Card that is sold or offered for sale in breach of this section at any time without notice. If you have an Opal Card that you no longer wish to use, you can apply for a refund of the Opal Card Balance as described below.
64. **Certain Opal Cards non- transferrable:** subject to section 20, if your Opal Card is issued specifically to you, you must not allow any other person to use, or attempt to use, the Opal Card.

REFUNDS

65. **Opal Refund and Balance Transfer Policy:** We will make refunds for Opal Card Balances or for a Single Trip Ticket as stated in these Opal Terms of Use and in accordance with the Opal Refund and Balance Transfer Policy. The Opal Refund and Balance Transfer Policy also contains the terms and conditions upon which we will transfer the balance of an Opal Card to another Opal Card.
66. **Applications for refunds:** Where we de-activate or take possession of an Opal Card or require its return under section 8, cancel an Opal Card under section 71, or the Opal Card is Damaged or Faulty under sections 34(b) or 70, or expires under section 72, you may apply for a refund in accordance with the Opal Refund and Balance Transfer Policy.
67. **Right to reject application for refund:** If you make an application for a refund under section 66, we may reject the claim if you have not complied with any of the provisions of these Opal Terms of Use or if we have reason to suspect that an offence under any law may have been or may be committed.

68. **Lost or stolen - registered Opal Cards:** If you have lost a registered Opal Card or the registered Opal Card has been stolen, you must notify us as soon as possible by calling 13 67 25 (13 OPAL) or through the Opal Website, so that we can cancel it and arrange for a balance transfer in accordance with the Opal Refund and Balance Transfer Policy. No refunds will be given for lost or stolen registered Opal Cards. You remain liable for Opal Fares and Opal Charges incurred on the Opal Card until you report it to us as lost or stolen.
69. **Lost or stolen - unregistered Opal Cards:** No refunds or balance transfers will be given for lost or stolen unregistered Opal Cards.
70. **Defective cards:** If an Opal Card is Damaged or Faulty: (a) you must notify us as soon as possible by calling 13 67 25 (13 OPAL) to request a replacement Opal Card or a refund for a reloadable Opal Card or a Single Trip Ticket (if Faulty only); and (b) if you want a refund, you must physically return the Opal Card by mailing or delivering to us the Opal Card together with a signed and completed "Opal card refund form" that is contained in the Opal Refund and Balance Transfer Policy. If you do not physically return a Damaged or Faulty Opal Card you will not be entitled to a refund.

CANCELLATION AND EXPIRATION

71. **Cancellation:** We may cancel an Opal Card if:
- a. we are satisfied that it is lost, stolen, Damaged or Faulty;
 - b. we are satisfied that you have not complied with any of the provisions of these Opal Terms of Use or if we have reason to suspect that an offence under any law may have been or may be committed;
 - c. we deem it reasonable to do so for the purposes of providing efficient and effective ticketing services;
 - d. you request the cancellation of an Opal Card; or
 - e. we deem you no longer are eligible for a concession or a Free Opal Card.

An Opal Card that has been cancelled will no longer be usable. You may make application for a refund of the balance of a cancelled reloadable Opal Card in accordance with section 66 or an application for a new Free Opal Card in

accordance with section 13.

72. **Card Expiration:** An Opal Card will expire:

- a) in the case of a reloadable Opal Card - 9 years; or
- b) in the case of a Free Opal Card – 5 years,

after the date it is initialised (which will be earlier than the date you received or first used the Opal Card) (**Planned Expiry**).

However, we may expire an Opal Card earlier if we have reasonable grounds to do so (for example, if a particular batch of Opal Cards are experiencing failures prior to their date of Planned Expiry) (**Unplanned Expiry**).

73. **Notice of expiry:** You will know when an Opal Card is about to expire as a card expiration message will appear on the reader display when you tap on an Opal Card Reader during the 30 day period prior to Planned Expiry, or, in the case of Unplanned Expiry, such lesser period as we may reasonably need to determine.

74. **Forfeiture of Opal Card Balance:** If you have a registered, reloadable Opal Card, you can apply for a transfer or refund of your Opal Card Balance in accordance with section 66 for a period of up to 90 days after the date of cancellation or expiration of the Opal Card. If you do not do so, or you are not entitled to a refund in accordance with the Opal Refund and Balance Transfer Policy, you will forfeit the Opal Card Balance of that cancelled or expired Opal Card to us.

75. **Inability to use:** You will not be able to use any Opal Card that has been cancelled or has expired.

LAW ENFORCEMENT AND REVENUE PROTECTION

76. **Revenue protection:** You must co-operate with any officer (including any NSW police officer) authorised by us to monitor fare evasion, protect revenue or enforce compliance (**Authorised Officer**).

77. **Proof of entitlement:** This section 77 does not apply if you are aged 4 to 15 years (inclusive) and using a “Child/Youth” Opal Card or a School Opal Card. When travelling

using a Free Travel Opal Card or an Opal Card that entitles you to concessional fares (including a concession Opal Card or a senior/pensioner Opal Card), you must carry and produce upon request by an Authorised Officer evidence of your entitlement to support your eligibility (e.g. being a valid Senior Card, Pensioner Card or Student Card). If you fail to carry or produce the evidence referred to above, you may be liable to pay a fine. Your eligibility for concessional, discounted or free travel may also be suspended or withdrawn.

78. **Production of Opal Card:** You must immediately produce the Opal Card that you are using if requested to do so by an Authorised Officer. You consent to any Authorised Officer inspecting the Opal Card and viewing transactions on the Opal Card.
79. **Co-operation:** You must co-operate with us and the NSW Police in endeavouring to recover an Opal Card if it is lost or stolen or if we suspect any suspicious activity in relation to an Opal Card.

GENERAL

80. **Records:** In the absence of manifest error, our records are conclusive of the matters to which they relate.
81. **Enquiries, complaints and disputes:** You may raise enquiries, complaints or disputes by calling 13 67 25 (13 OPAL) or completing and sending us the enquiry form available on the Opal Website.
82. **Customer instructions:** Whenever you provide information or an instruction in connection with an Opal Card or the Opal Ticketing System to us, we are entitled to assume that you have the right and authority to provide that information or instruction to us and that we are entitled to rely on the information or instruction.
83. **Intellectual property rights:** The Opal Card, the Opal Ticketing System (including related software, architecture, data or other information) and their operation are protected by copyright and other intellectual property rights that are owned by us and our licensors.

84. **Assignment:** If we assign our functions under the Opal Ticketing System or cease to be responsible for the operation of the Opal Ticketing System, the reference to “TfNSW”, “we”, “us” and “our” in these Opal Terms of Use will refer to our assignee or the entity that has taken over the responsibility, as the case may be.

INTERPRETATION

85. **Proper law:** These Opal Terms of Use are governed by the laws of New South Wales and we and you submit to the exclusive jurisdiction of the courts of New South Wales.
86. **Unenforceability:** If any part of these Opal Terms of Use is held to be unenforceable, the unenforceable part is to be given effect to the fullest extent possible and the remainder will remain in full force and effect.
87. **Including:** The words “including”, “such as”, “for example” and similar expressions are not intended as terms of limitation.

LIABILITY

88. **Delays:** To the maximum extent permitted by law, we are not responsible for any delays in performing any of our obligations under these Opal Terms of Use and any of our functions under the Opal Ticketing System. To the maximum extent permitted by law, we will not be liable for any loss, damage, costs or expenses incurred as a result of the failure or delay in processing any transaction including a refund, balance transfer, balance adjustment or transaction to add value.
89. **Exclusion of representations and warranties:** All express or implied guarantees, warranties, representations or other terms and conditions not contained in these Opal Terms of Use are excluded from these Opal Terms of Use to the maximum extent permitted by law.
90. **Lawful remedies:** Nothing in these Opal Terms of Use excludes anything imposed by any legislation (such as the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances) that cannot be lawfully excluded or limited (**Non-Excludable Provision**). If we are able to limit your

remedy for a breach of a Non-Excludable Provision, then our liability for such a breach is limited to one or more of the following at our option:

- a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- b. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

91. **Maximum liability:** Subject to our obligations under any Non-Excludable Provision and to the maximum extent permitted by law:

- a. our maximum aggregate liability to you for all claims under these Opal Terms of Use is limited to \$250; and
- b. we are not liable for, and no measure of damages will, under any circumstances, include special, indirect, consequential, incidental or punitive damages or damages for loss of profits, revenue, goodwill or anticipated savings.

The limitations and exclusions under this section apply regardless of whether the claim or liability arises in contract, tort (including, without limitation, negligence), equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such claim, liability or damage was foreseeable.

92. **Contribution:** Our liability to you (if any) is reduced to the extent that your acts or omissions (or those of a third party) contribute to or caused the loss or liability.

COUNCIL NOTICES

FAIRFIELD CITY COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
OAKDALE CLOSE	Horsley Park
Description	
Oakdale Close starts at the intersection of Millner Ave and runs in a north easterly direction.	

ALAN YOUNG, City Manager, Fairfield City Council,

GNB Ref: 0015

[8982]

LISMORE CITY COUNCIL

ERRATUM

ROADS ACT 1993

Section 16

The notice published in the NSW Government Gazette No 8 of 20 January 2017, page 176 under the heading "Notice of Dedication of Land as Public Road" was published without a diagram. This erratum republishes the original notice with the diagram, with the gazettal date remaining 20 January 2017.

LISMORE CITY COUNCIL

ROADS ACT 1993

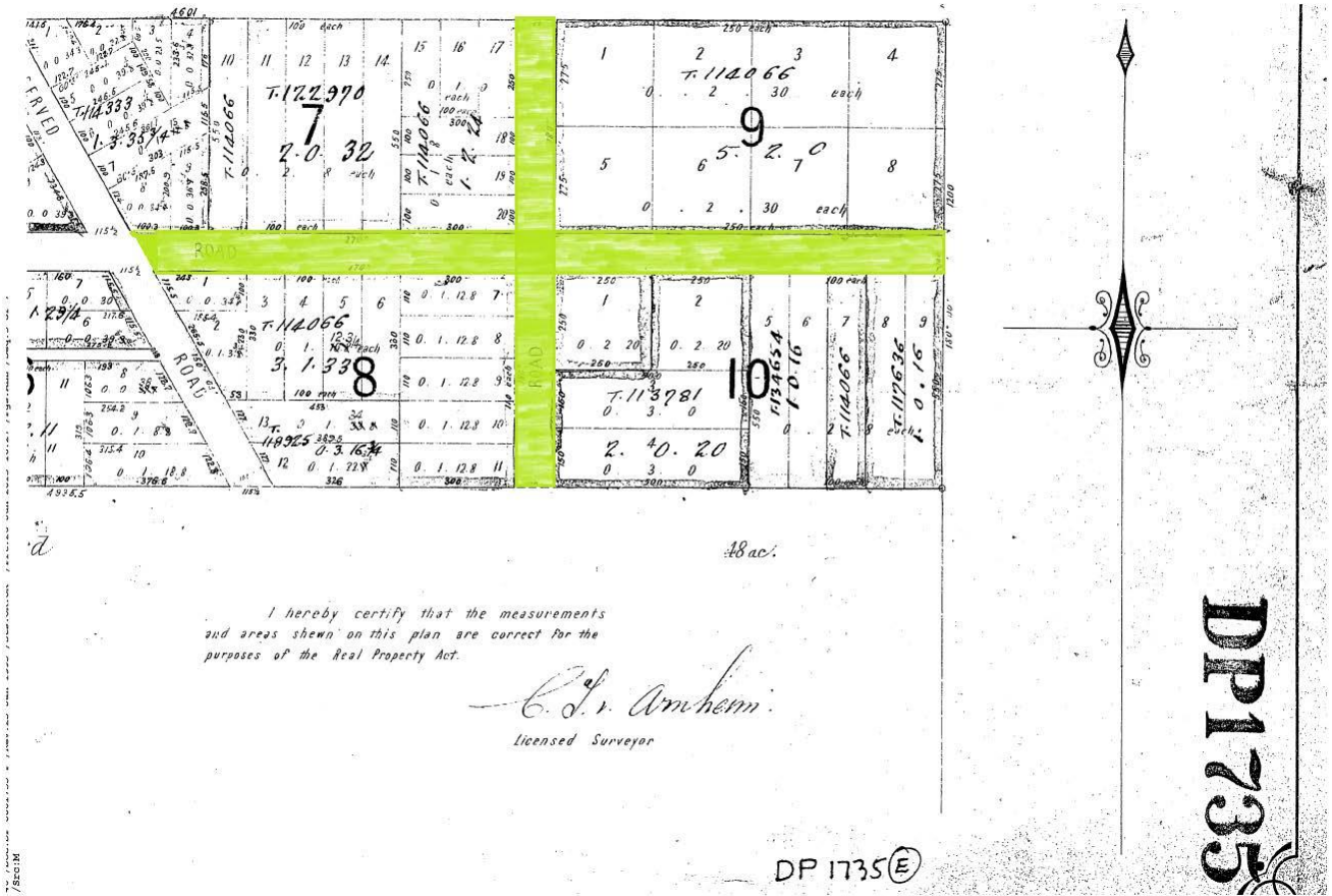
Section 16

Notice of Dedication of Land as Public Road

NOTICE is hereby given by Lismore City Council in pursuance of section 16, Division 2 of Part 2 of the *Roads Act 1993*, that the lands described in the Schedule below are hereby dedicated as public road. Dated at Lismore, 16 January 2017. GARY MURPHY, General Manager, Lismore City Council, PO Box 23A, Lismore NSW 2480.

SCHEDULE

The undedicated Road 20.115 wide shown in Deposited Plan 1735 being the cross roads separating Sections 7, 8, 9 and 10 in Plan of Subdivision of Portion 17 Parish of Blakebrook, County of Rous (as coloured green on diagram).



[8983]

MOREE PLAINS SHIRE COUNCIL
ERRATUM

In the notice referring to the Naming of Public Roads in the Moree Plains Local Government Area, Folio 4297, 27 August 2010, the following road name was incorrectly spelt. The correct spelling is indicated in the right column. This notice corrects this error.

Gazetted Road Name	Correct Road Name
Drive Inn Road	Drive In Road

[8984]

PORT MACQUARIE-HASTINGS COUNCIL

Coastal Protection Act, 1979 - Section 55H

Gazettal and commencement of coastal zone management plans

NOTICE is hereby given pursuant to Section 55H of the Coastal Protection Act, 1979, that the Lake Cathie Coastal Zone Management Plan (CZMP) has been prepared in accordance with the requirements of this Act and has been certified by the Minister for Planning - Rob Stokes in accordance with section 55G of the Act. The CZMP may be viewed at the Port Macquarie Hastings Council offices or online at www.pmhc.nsw.gov.au C. SWIFT-MCNAIR, General Manager, Port Macquarie-Hastings Council, PO Box 84 Port Macquarie NSW 2444.

[8985]

PORT STEPHENS COUNCIL

ROADS ACT 1993

Naming of Roads

Notice is hereby given that Port Stephens Council, pursuant to section 162 of the *Roads Act 1993*, has officially named the private road(s) within a holiday park as shown hereunder:

Name	Locality
Gumtree Close	One Mile
Description	
Private Road within TreEscape Holiday Park – named after the trees which line this close	
Name	Locality
Wetlands Trail	One Mile
Description	
Private Road within TreEscape Holiday Park – this trail leads to the wetland area within the park	
Name	Locality
Gynea Grove	One Mile
Description	
Private Road within TreEscape Holiday Park – named after these native trees which are scattered throughout this area of the park	
Name	Locality
Kookaburra Drive	One Mile
Description	
Private Road within TreEscape Holiday Park – many of these native birds live around the park	
Name	Locality
Gumtree Close	One Mile
Description	
Private Road within TreEscape Holiday Park – the park has a large population of koala with an area assigned to look after injured koalas along this road	
Name	Locality
Campground Crescent	One Mile
Description	
Private Road within TreEscape Holiday Park – this crescent accesses the camping area in the park	
Name	Locality
Sandy Lane	One Mile
Description	
Private Road within TreEscape Holiday Park – this lane provides access to the beach from the park	

WAYNE WALLIS, General Manager, Port Stephens Council, 116 Adelaide Street, RAYMOND TERRACE NSW 2324 – Council Ref: PSC2016-03037 [8986]

THE HILLS SHIRE COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
WICKHAM PLACE	Kellyville
Description	
Road Type is required to be changed from 'Boulevard' to 'Place' as the road length/type is now changing from a continuous road to a cul-de-sac. The road commences from the intersection of Curtis Road to end and the proposed road name is 'Wickham Place'.	

DAVE WALKER, General Manager, The Hills Shire Council, 3 Columbia Court, BAULKHAM HILLS NSW 2153 GNB Ref: 0014 [8987]

WAGGA WAGGA CITY COUNCIL

ROADS ACT 1993

NOTICE OF COMPULSORY ACQUISITION OF LAND

Wagga Wagga City Council declares with the approval of His Excellency the Governor that the land described in the Schedule below, excluding any mines or deposits of minerals in the land, is acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for public road.

Dated at Wagga Wagga this 23rd day of January 2017

ALAN ELDRIDGE, General Manager, Wagga Wagga City Council, PO Box 20, Wagga Wagga NSW 2650

Schedule

Lot 3 DP1218378

[8988]

WALCHA COUNCIL

LOCAL GOVERNMENT ACT 1993

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land

Walcha Council declares with the approval of His Excellency the Governor that the lands described in the Schedule 1 below, excluding any mines or deposits of minerals in the lands, are acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* for the expansion of a sewerage treatment plant.

Dated at Walcha, this 24th day of January 2017.

JACK O'HARA, General Manager

Schedule 1

Lot 1 DP 1215172

Lot 2 DP 1215172

Lot 242 DP 756502

[8989]

PRIVATE NOTICES

ESSENTIAL ENERGY

ELECTRICITY SUPPLY ACT 1995

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

NOTICE OF COMPULSORY ACQUISITION OF EASEMENT FOR ELECTRICITY PURPOSES AT DARAWANK

Essential Energy declares, with the approval of His Excellency the Governor, with the advice of the Executive Council, that the Interest in Land described in Schedule 1 to this notice the terms of which are described in Schedule 2 of this notice, is acquired by compulsory process in accordance with the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991*, for the purposes of the *Electricity Supply Act 1995*.

Dated at Port Macquarie this 27th day of January 2017

Luke Jenner, General Manager Network Services, Essential Energy, PO Box 5730, PORT MACQUARIE NSW 2444

SCHEDULE 1

No.	Interest in Land	Locality	LGA	Parish	County
1	Easement for underground powerlines 2 wide over Crown Road within Lot 278 in DP753207 shown as “(P) Proposed easement for underground powerlines 2 wide” in DP1203188 excepting the: Easement for sewage pipeline, access & services 20 wide & variable width vide DP1102095 (Government Gazette 17/7/2009 Folio 4224)	Darawank	Great Lakes	Tuncurry	Gloucester

SCHEDULE 2

The easement for underground powerlines described in Schedule 1 is on the terms set out in Part B of Memorandum No.AG189384 registered on the Register held under the *Real Property Act 1900*.

[8990]

By Authority

Government Printer