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OF THE STATE OF

NEW SOUTH WALES

Week No. 10/2011

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CONTENTS

Number 25

SPECIAL SUPPLEMENT

Writs for General Election	1875
----------------------------------	------

Number 26

SPECIAL SUPPLEMENT

Plant Diseases Act 1924	1877
-------------------------------	------

Number 27

LEGISLATION

Online notification of the making of Statutory Instruments.....	1909
---	------

OFFICIAL NOTICES

Appointments	1913
Industry and Investment	1914
Land and Property Management Authority	1917
Department of Planning	1938
Roads and Traffic Authority	1941
Office of Water	1946
Other Notices	1947

PRIVATE ADVERTISEMENTS

(Council, Probate, Company Notices, etc).....	2062
---	------

DEADLINES

Attention Advertisers . . .

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GOVERNMENT GAZETTE DEADLINES

Close of business every Wednesday

Except when a holiday falls on a Friday, deadlines will be altered as per advice given on this page.

Special Supplements

A Special Supplement or Extraordinary Supplement is a document which has a legal requirement to commence on a certain date and time. Release of Publication is required on the same day.

The request for a Supplement is received from the department to the *Government Gazette* by telephone. The copy must be accompanied by a letter or email requesting the Supplement and signed by a Minister or Head of a Department.

NOTE: Advance notice of a Special Supplement is essential as early as possible on the day required. On Thursdays early notice is a priority and when possible notice should be given a day prior being the Wednesday.

Please Note:

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Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 25
Saturday, 5 March 2011

Published under authority by Government Advertising

SPECIAL SUPPLEMENT

Department of Premier and Cabinet, Sydney

5 March 2011

WRITS OF ELECTIONS

HER Excellency the Governor directs it to be notified, for general information, that –

- (1) the following arrangements have been made in connection with the forthcoming General Elections of ninety-three (93) members of the Legislative Assembly, and twenty-one (21) members of the Legislative Council, viz:

Day of Issue of Writs: 5 March 2011

Day of Nominations: 10 March 2011

Polling Day: 26 March 2011

Day of Return of Writs: 30 April 2011.

- (2) Writs to the Electoral Commissioner for the ninety-three electoral districts have been duly issued by Her Excellency; and
- (3) following the issue of the Writs referred to in (2), a Writ addressed to the Electoral Commissioner for the election of twenty-one members of the Legislative Council has been duly issued by Her Excellency.

KRISTINA KENEALLY,
Premier

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Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 26
Monday, 7 March 2011

Published under authority by Government Advertising

SPECIAL SUPPLEMENT

PLANT DISEASES ACT 1924

Instrument of Delegation

Section 4

I, STEVE WHAN, M.P., Minister for Primary Industries, pursuant to section 3A of the Plant Diseases Act 1924 ("the Act"), hereby delegate the functions conferred on me under section 4 of the Act to the members of staff of the Department who from time to time hold, occupy or perform the duties of the positions named below:

Director-General
Deputy Director-General, Primary Industries
Principal Director, Biosecurity,
Director, Plant Biosecurity

Dated this 2nd day of March 2011.

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

PLANT DISEASES (FRUIT FLY OUTBREAK, COMMERCIAL STREET, MERBEIN) ORDER 2011

under the Plant Diseases Act 1924

I, STEVE WHAN, M.P., the Minister for Primary Industries, in pursuance of section 4 of the Plant Diseases Act 1924, being of the opinion that the importation, introduction or bringing of host fruit into specified portions of New South Wales is likely to introduce the pest Queensland fruit fly (*Bactrocera tryoni*) into specified portions of New South Wales, make the following Order regulating the importation, introduction or bringing of host fruit into specified portions of New South Wales.

1 Name of Order

This Order is the Plant Diseases (Fruit Fly Outbreak, Commercial Street, Merbein) Order 2011.

2 Commencement

This Order commences on the date it is published in the *NSW Government Gazette*.

3 Definitions

(a) In this Order:

approved treatment means a treatment or schedule of treatments relevant to the type of host fruit or manner of harvest as specified in Schedule 6.

APVMA means the Australian Pesticides and Veterinary Medicines Authority.

authorised person means an inspector or a person authorised pursuant to section 11 (3) of the Act.

certificate means a Plant Health Certificate or a Plant Health Assurance Certificate.

Certification Assurance Arrangement means an arrangement approved by the Department which enables a business accredited under the arrangement to certify that certain quarantine requirements have been satisfied for the movement of host fruit to interstate and/or intrastate markets.

Note: An example of an approved Certification Assurance Arrangement is the Interstate Certification Assurance (ICA) Scheme.

Department means Industry and Investment, NSW – Primary Industries.

free of broken skin means the skin has no preharvest cracks, punctures, pulled stems or other breaks which penetrate through the skin and that have not healed with callus tissue.

host fruit means the fruit specified in Schedule 1, being fruit which is susceptible to infestation by Queensland fruit fly.

lot means a discrete quantity of fruit received from one grower at one time.

Outbreak Area means the portion of New South Wales described in Schedule 2.

Outer Area means the portion of New South Wales known as the NSW Fruit Fly Exclusion Zone, as specified in Proclamation P184 published in *NSW Government Gazette* No. 152 of 28 November 2008 at pages 1 1434 to 11435, excluding the Outbreak Area and the Suspension Area.

Plant Health Assurance Certificate means a certificate issued by a business accredited under a Certification Assurance Arrangement.

Plant Health Certificate means a certificate issued by an authorised person.

Queensland fruit fly means the pest *Bactrocera tryoni* (Froggatt).

Suspension Area means the portion of New South Wales described in Schedule 3.

the Act means the Plant Diseases Act 1924.

Note: **covering** or **package**, **inspector**, **occupier** and **owner** all have the same meaning as in the Act.

(b) In this Order, longitude and latitude coordinates are decimal degrees based upon the GDA 94 datum.

4 Regulation of the movement of host fruit

Pursuant to section 4 (1) of the Act the importation, introduction or bringing of host fruit into specified portions of New South Wales is regulated as follows:

(a) Host fruit that originates from or has moved through:

(i) the Outbreak Area must not be moved into the Suspension Area or the Outer Area;

(ii) the Suspension Area must not be moved into the Outer Area, except for such movements as are specified in Schedule 5 and which comply with the relevant conditions of exception set out in Schedule 5; and

(b) The movement of any host fruit in accordance with Schedule 5 must be accompanied by a certificate:

(i) specifying the origin of the host fruit; and

(ii) in the case of a Plant Health Certificate, certifying that the host fruit has been treated in the manner specified in Schedule 6; and

(iii) in the case of a Plant Health Assurance Certificate, certifying that the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement.

SCHEDULE 1 – Host fruit

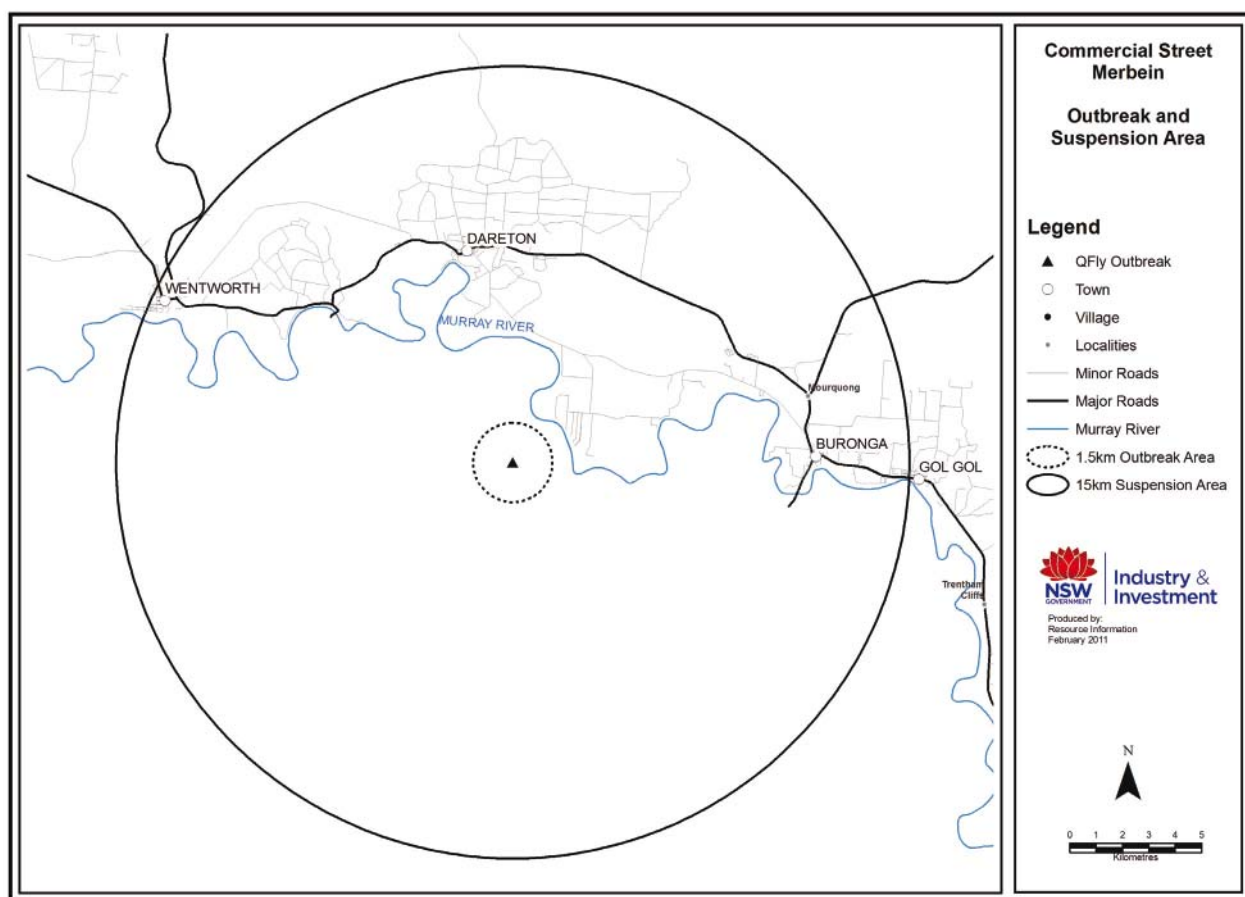
Abiu	Chilli	Lime	Persimmon
Acerola	Citron	Loganberry	Plum
Apple	Cumquat	Longan	Plumcot
Apricot	Custard Apple	Loquat	Pomegranate
Avocado	Date	Lychee	Prickly Pear
Babaco	Durian	Mandarin	Pummelo
Banana	Eggplant	Mango	Quince
Black Sapote	Feijoa	Mangosteen	Rambutan
Blackberry	Fig	Medlar	Raspberry
Blueberry	Granadilla	Miracle Fruit	Rollinia
Boysenberry	Grape	Mulberry	Santol
Brazil Cherry	Grapefruit	Nashi	Sapodilla
Breadfruit	Grumichama	Nectarine	Shaddock
Caimito (Star Apple)	Guava	Orange	Soursop
Cape Gooseberry	Hog Plum	Passionfruit	Sweetsop (Sugar Apple)
Capsicum	Jaboticaba	Pawpaw	Strawberry
Carambola (Starfruit)	Jackfruit	Peach	Tamarillo
Cashew Apple	Jew Plum	Peacharine	Tangelo
Casimiro (White Sapote)	Ju jube	Pear	Tomato
Cherimoya	Kiwifruit	Pepino	Wax jambu (Rose Apple)
Cherry	Lemon		

SCHEDULE 2 – Outbreak Area

The area within a 1.5 kilometre radius of the coordinates decimal degrees -34.168 South and 142.05761 East, being the area within the 1.5 kilometre radius circle (broken line) in the map in Schedule 4.

SCHEDULE 3 – Suspension Area

The area within a 15 kilometre radius of the coordinates decimal degrees -34.168 South and 142.05761 East (excluding the Outbreak Area), being the area between the 1.5 kilometre radius circle (broken line) and the 15 kilometre radius circle (unbroken line) in the map in Schedule 4.

SCHEDULE 4 – Map of the Commercial Street, Merbein Outbreak Area and Suspension Area

SCHEDULE 5 – Exceptions for movement of host fruit

Host fruit that has received an approved treatment

1. Movement of host fruit that has received an approved treatment prior to movement, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure that:
 - (i) any used packaging or coverings containing host fruit are free of soil, plant residues and other ~~ganic~~ matter; and
 - (ii) in the case of host fruit that has been consigned as a lot for the purpose of producing smaller packs of host fruit and has been repacked in smaller packs, the host fruit has been received, handled, stored and repacked under secure conditions which prevent infestation by Queensland fruit fly; and
 - (iii) any individual package contains only one kind of host fruit; and
 - (iv) all previous incorrect information displayed on the outer covering of the package is removed and the outer covering is legibly marked with the following information:
 - (A) the district of production; and
 - (B) the name, address, postcode and the State or Territory of both the grower and the packer; or where the business is sourcing from multiple growers, the name, address, postcode and the State or Territory of the packer; and
 - (C) a brief description of the contents of the package;
 - or
 - (v) where the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement, the host fruit is packed, labelled and certified in accordance with any conditions prescribed in the Certification Assurance Arrangement.

Untreated host fruit for processing

2. Movement of untreated host fruit for processing, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit (“transport vehicle”) are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit is securely covered by a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (iii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iv) the transport vehicle is free of all soil and plant debris after loading; and
 - (v) the transport vehicle travels by the most direct route to the receiving processor; and
 - (c) The owner or occupier of the property or facility at which the host fruit is to be processed must ensure:
 - (i) the host fruit is processed within 24 hours of receipt; and
 - (ii) all measures to avoid spillage of host fruit are taken and where spillages occur, must be disposed of in a manner generally accepted as likely to prevent the spread of Queensland fruit fly; and
 - (iii) all processing wastes must be disinfested by heat or freezing or be buried.

Outer Area host fruit on a direct journey through the Outbreak Area or Suspension Area into the Outer Area

3. Movement of host fruit originating within the Outer Area and moving on a direct journey through the Outbreak Area or the Suspension Area into the Outer Area, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit is securely transported by covering with a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation.

Untreated Suspension Area host fruit on a direct journey to an end destination having no restrictions on account of Queensland fruit fly

4. Movement of host fruit originating within the Suspension Area and moving on a direct journey to an end destination which has no restrictions on account of Queensland fruit fly, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and

- (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit ("transport vehicle") are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iii) the transport vehicle is free of all soil and plant debris after loading; and
 - (iv) the host fruit is transported under secure conditions that include:
 - (A) unvented packages or vented packages with the vents secured with mesh with a maximum aperture of 1.6mm prior to dispatch; or
 - (B) shrink-wrapped and sealed as a palletised unit; or
 - (C) fully enclosed under tarpaulins, shade cloth, bin cover or other covering which provides a maximum aperture of 1.6mm,
 so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (v) the transport vehicle travels by the most direct route.

SCHEDULE 6 – Approved treatments for host fruit

Preharvest Treatment and Inspection

1. Tomato:
 - (a) treated preharvest with an application of dimethoate or fenthion or trichlorfon in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
2. Capsicums and chillies:
 - (a) treated preharvest with an application of dimethoate in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
3. Stonefruit:
 - (a) treated preharvest with an application of fenthion in accordance with all label directions for the control of Queensland fruit fly; and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
4. Table grapes:
 - (a) treated preharvest for the control of Queensland fruit fly, with a program of:
 - (i) bait sprays with an insecticide containing 0.24 g/L spinosad as the only active constituent in accordance with all label directions; or
 - (ii) bait sprays with an insecticide containing 1 150 g/L malathion as the only active constituent in accordance with all label and APVMA permit (PER12359) directions; or
 - (iii) cover sprays using an insecticide containing 550 g/L fenthion as the only active constituent in accordance with all label and APVMA permit (PER11643) directions; and
 - (b) inspected postharvest where a sample of the fruit is inspected and found free of fruit fly larvae and free of broken skin.

Postharvest Dimethoate Dip

5. Any host fruit, excluding capsicum (hollow-fruited), chilli (hollow-fruited), cumquat and strawberries, treated with a postharvest dip using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions; where dipping is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and
 - (b) Pomefruit, where a non-recovery gloss wax and or a compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Dimethoate Flood Spray

6. Any host fruit, excluding cumquat, eggplant and strawberries, treated with a postharvest flood spray using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions, where spraying is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and

- (b) Pomefruit, where a non-recovery gloss wax coating and or compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Methyl Bromide Fumigation

7. Any host fruit fumigated postharvest with a fumigant containing 1000 g/kg methyl bromide as its only active constituent in accordance with all label and APVMA permit (PER10699) directions, at the following rates:
- (a) 10°C – 14.9°C at 48 g/m³ for 2 hours; or
 - (b) 15°C – 20.9°C at 40 g/m³ for 2 hours; or
 - (c) 21°C – 25.9°C at 32 g/m³ for 2 hours; or
 - (d) 26°C – 31.9°C at 24 g/m³ for 2 hours.

Postharvest Cold Treatment

8. Any appropriate host fruit treated postharvest at a temperature of:
- (a) 0°C ± 0.5°C for a minimum of 14 days; or
 - (b) 1°C – 3°C ± 0.5°C for a minimum of 16 days (Lemons minimum 14 days).

Dated this 2nd day of March 2011.

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

Note: The Department's reference is O-300

PLANT DISEASES (FRUIT FLY OUTBREAK, DARLINGTON POINT NTN 2597) ORDER 2011

under the Plant Diseases Act 1924

I, STEVE WHAN, M.P., the Minister for Primary Industries, in pursuance of section 4 of the Plant Diseases Act 1924, being of the opinion that the importation, introduction or bringing of host fruit into specified portions of New South Wales is likely to introduce the pest Queensland fruit fly (*Bactrocera tryoni*) into specified portions of New South Wales, make the following Order regulating the importation, introduction or bringing of host fruit into specified portions of New South Wales.

1 Name of Order

This Order is the Plant Diseases (Fruit Fly Outbreak, Darlington Point NTN 2597) Order 2011.

2 Commencement

This Order commences on the date it is published in the *NSW Government Gazette*.

3 Definitions

(a) In this Order:

approved treatment means a treatment or schedule of treatments relevant to the type of host fruit or manner of harvest as specified in Schedule 6.

APVMA means the Australian Pesticides and Veterinary Medicines Authority.

authorised person means an inspector or a person authorised pursuant to section 11 (3) of the Act.

certificate means a Plant Health Certificate or a Plant Health Assurance Certificate.

Certification Assurance Arrangement means an arrangement approved by the Department which enables a business accredited under the arrangement to certify that certain quarantine requirements have been satisfied for the movement of host fruit to interstate and/or intrastate markets.

Note: An example of an approved Certification Assurance Arrangement is the Interstate Certification Assurance (ICA) Scheme.

Department means Industry and Investment, NSW – Primary Industries.

free of broken skin means the skin has no preharvest cracks, punctures, pulled stems or other breaks which penetrate through the skin and that have not healed with callus tissue.

host fruit means the fruit specified in Schedule 1, being fruit which is susceptible to infestation by Queensland fruit fly.

lot means a discrete quantity of fruit received from one grower at one time.

NTN means national trap number.

Outbreak Area means the portion of New South Wales described in Schedule 2.

Outer Area means the portion of New South Wales known as the NSW Fruit Fly Exclusion Zone, as specified in Proclamation P184 published in *NSW Government Gazette* No. 152 of 28 November 2008 at pages 1 1434 to 11435, excluding the Outbreak Area and the Suspension Area.

Plant Health Assurance Certificate means a certificate issued by a business accredited under a Certification Assurance Arrangement.

Plant Health Certificate means a certificate issued by an authorised person.

Queensland fruit fly means the pest *Bactrocera tryoni* (Froggatt).

Suspension Area means the portion of New South Wales described in Schedule 3.

the Act means the Plant Diseases Act 1924.

Note: **covering** or **package**, **inspector**, **occupier** and **owner** all have the same meaning as in the Act.

(b) In this Order, longitude and latitude coordinates are decimal degrees based upon the GDA 94 datum.

4 Regulation of the movement of host fruit

Pursuant to section 4 (1) of the Act the importation, introduction or bringing of host fruit into specified portions of New South Wales is regulated as follows:

(a) Host fruit that originates from or has moved through:

(i) the Outbreak Area must not be moved into the Suspension Area or the Outer Area;

(ii) the Suspension Area must not be moved into the Outer Area,

except for such movements as are specified in Schedule 5 and which comply with the relevant conditions of exception set out in Schedule 5; and

(b) The movement of any host fruit in accordance with Schedule 5 must be accompanied by a certificate:

(i) specifying the origin of the host fruit; and

(ii) in the case of a Plant Health Certificate, certifying that the host fruit has been treated in the manner specified in Schedule 6; and

(iii) in the case of a Plant Health Assurance Certificate, certifying that the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement.

SCHEDULE 1 – Host fruit

Abiu	Chilli	Lime	Persimmon
Acerola	Citron	Loganberry	Plum
Apple	Cumquat	Longan	Plumcot
Apricot	Custard Apple	Loquat	Pomegranate
Avocado	Date	Lychee	Prickly Pear
Babaco	Durian	Mandarin	Pummelo
Banana	Eggplant	Mango	Quince
Black Sapote	Feijoa	Mangosteen	Rambutan
Blackberry	Fig	Medlar	Raspberry
Blueberry	Granadilla	Miracle Fruit	Rollinia
Boysenberry	Grape	Mulberry	Santol
Brazil Cherry	Grapefruit	Nashi	Sapodilla
Breadfruit	Grumichama	Nectarine	Shaddock
Caimito (Star Apple)	Guava	Orange	Soursop
Cape Gooseberry	Hog Plum	Passionfruit	Sweetsop (Sugar Apple)
Capsicum	Jaboticaba	Pawpaw	Strawberry
Carambola (Starfruit)	Jackfruit	Peach	Tamarillo
Cashew Apple	Jew Plum	Peacharine	Tangelo
Casimiro (White Sapote)	Ju jube	Pear	Tomato
Cherimoya	Kiwifruit	Pepino	Wax jambu (Rose Apple)
Cherry	Lemon		

SCHEDULE 2 – Outbreak Area

The area within a 1.5 kilometre radius of the coordinates decimal degrees -34.713467 South and 146.022883 East, being the area within the 1.5 kilometre radius circle (broken line) in the map in Schedule 4.

SCHEDULE 3 – Suspension Area

The area within a 15 kilometre radius of the coordinates decimal degrees -34.713467 South and 146.022883 East (excluding the Outbreak Area), being the area between the 1.5 kilometre radius circle (broken line) and the 15 kilometre radius circle (unbroken line) in the map in Schedule 4.

SCHEDULE 4 – Map of the Darlington Point NTN 2597 Outbreak Area and Suspension Area

SCHEDULE 5 – Exceptions for movement of host fruit**Host fruit that has received an approved treatment**

1. Movement of host fruit that has received an approved treatment prior to movement, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure that:
 - (i) any used packaging or coverings containing host fruit are free of soil, plant residues and other ~~ganic~~ matter; and
 - (ii) in the case of host fruit that has been consigned as a lot for the purpose of producing smaller packs of host fruit and has been repacked in smaller packs, the host fruit has been received, handled, stored and repacked under secure conditions which prevent infestation by Queensland fruit fly; and
 - (iii) any individual package contains only one kind of host fruit; and
 - (iv) all previous incorrect information displayed on the outer covering of the package is removed and the outer covering is legibly marked with the following information:
 - (A) the district of production; and
 - (B) the name, address, postcode and the State or Territory of both the grower and the packer; or where the business is sourcing from multiple growers, the name, address, postcode and the State or Territory of the packer; and
 - (C) a brief description of the contents of the package;
 - or
 - (v) where the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement, the host fruit is packed, labelled and certified in accordance with any conditions prescribed in the Certification Assurance Arrangement.

Untreated host fruit for processing

2. Movement of untreated host fruit for processing, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit (“transport vehicle”) are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit is securely covered by a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (iii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iv) the transport vehicle is free of all soil and plant debris after loading; and
 - (v) the transport vehicle travels by the most direct route to the receiving processor; and
 - (c) The owner or occupier of the property or facility at which the host fruit is to be processed must ensure:
 - (i) the host fruit is processed within 24 hours of receipt; and
 - (ii) all measures to avoid spillage of host fruit are taken and where spillages occur, must be disposed of in a manner generally accepted as likely to prevent the spread of Queensland fruit fly; and
 - (iii) all processing wastes must be disinfested by heat or freezing or be buried.

Outer Area host fruit on a direct journey through the Outbreak Area or Suspension Area into the Outer Area

3. Movement of host fruit originating within the Outer Area and moving on a direct journey through the Outbreak Area or the Suspension Area into the Outer Area, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit is securely transported by covering with a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation.

Untreated Suspension Area host fruit on a direct journey to an end destination having no restrictions on account of Queensland fruit fly

4. Movement of host fruit originating within the Suspension Area and moving on a direct journey to an end destination which has no restrictions on account of Queensland fruit fly, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and

- (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit ("transport vehicle") are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iii) the transport vehicle is free of all soil and plant debris after loading; and
 - (iv) the host fruit is transported under secure conditions that include:
 - (A) unvented packages or vented packages with the vents secured with mesh with a maximum aperture of 1.6mm prior to dispatch; or
 - (B) shrink-wrapped and sealed as a palletised unit; or
 - (C) fully enclosed under tarpaulins, shade cloth, bin cover or other covering which provides a maximum aperture of 1.6mm,
 so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (v) the transport vehicle travels by the most direct route.

SCHEDULE 6 – Approved treatments for host fruit

Preharvest Treatment and Inspection

1. Tomato:
 - (a) treated preharvest with an application of dimethoate or fenthion or trichlorfon in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
2. Capsicums and chillies:
 - (a) treated preharvest with an application of dimethoate in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
3. Stonefruit:
 - (a) treated preharvest with an application of fenthion in accordance with all label directions for the control of Queensland fruit fly; and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
4. Table grapes:
 - (a) treated preharvest for the control of Queensland fruit fly, with a program of:
 - (i) bait sprays with an insecticide containing 0.24 g/L spinosad as the only active constituent in accordance with all label directions; or
 - (ii) bait sprays with an insecticide containing 1 150 g/L malathion as the only active constituent in accordance with all label and APVMA permit (PER12359) directions; or
 - (iii) cover sprays using an insecticide containing 550 g/L fenthion as the only active constituent in accordance with all label and APVMA permit (PER11643) directions; and
 - (b) inspected postharvest where a sample of the fruit is inspected and found free of fruit fly larvae and free of broken skin.

Postharvest Dimethoate Dip

5. Any host fruit, excluding capsicum (hollow-fruited), chilli (hollow-fruited), cumquat and strawberries, treated with a postharvest dip using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions; where dipping is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and
 - (b) Pomefruit, where a non-recovery gloss wax and or a compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Dimethoate Flood Spray

6. Any host fruit, excluding cumquat, eggplant and strawberries, treated with a postharvest flood spray using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions, where spraying is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and

- (b) Pomefruit, where a non-recovery gloss wax coating and or compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Methyl Bromide Fumigation

7. Any host fruit fumigated postharvest with a fumigant containing 1000 g/kg methyl bromide as its only active constituent in accordance with all label and APVMA permit (PER10699) directions, at the following rates:
- (a) 10°C – 14.9°C at 48 g/m³ for 2 hours; or
 - (b) 15°C – 20.9°C at 40 g/m³ for 2 hours; or
 - (c) 21°C – 25.9°C at 32 g/m³ for 2 hours; or
 - (d) 26°C – 31.9°C at 24 g/m³ for 2 hours.

Postharvest Cold Treatment

8. Any appropriate host fruit treated postharvest at a temperature of:
- (a) 0°C ± 0.5°C for a minimum of 14 days; or
 - (b) 1°C – 3°C ± 0.5°C for a minimum of 16 days (Lemons minimum 14 days).

Dated this 2nd day of March 2011.

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

Note: The Department's reference is O-302

PLANT DISEASES (FRUIT FLY OUTBREAK, HAY NTN 4912) ORDER 2011

under the Plant Diseases Act 1924

I, STEVE WHAN, M.P., the Minister for Primary Industries, in pursuance of section 4 of the Plant Diseases Act 1924, being of the opinion that the importation, introduction or bringing of host fruit into specified portions of New South Wales is likely to introduce the pest Queensland fruit fly (*Bactrocera tryoni*) into specified portions of New South Wales, make the following Order regulating the importation, introduction or bringing of host fruit into specified portions of New South Wales.

1 Name of Order

This Order is the Plant Diseases (Fruit Fly Outbreak, Hay NTN 4912) Order 2011.

2 Commencement

This Order commences on the date it is published in the *NSW Government Gazette*.

3 Definitions

(a) In this Order:

approved treatment means a treatment or schedule of treatments relevant to the type of host fruit or manner of harvest as specified in Schedule 6.

APVMA means the Australian Pesticides and Veterinary Medicines Authority.

authorised person means an inspector or a person authorised pursuant to section 11 (3) of the Act.

certificate means a Plant Health Certificate or a Plant Health Assurance Certificate.

Certification Assurance Arrangement means an arrangement approved by the Department which enables a business accredited under the arrangement to certify that certain quarantine requirements have been satisfied for the movement of host fruit to interstate and/or intrastate markets.

Note: An example of an approved Certification Assurance Arrangement is the Interstate Certification Assurance (ICA) Scheme.

Department means Industry and Investment, NSW – Primary Industries.

free of broken skin means the skin has no preharvest cracks, punctures, pulled stems or other breaks which penetrate through the skin and that have not healed with callus tissue.

host fruit means the fruit specified in Schedule 1, being fruit which is susceptible to infestation by Queensland fruit fly.

lot means a discrete quantity of fruit received from one grower at one time.

NTN means national trap number.

Outbreak Area means the portion of New South Wales described in Schedule 2.

Outer Area means the portion of New South Wales known as the NSW Fruit Fly Exclusion Zone, as specified in Proclamation P184 published in *NSW Government Gazette* No. 152 of 28 November 2008 at pages 1 1434 to 11435, excluding the Outbreak Area and the Suspension Area.

Plant Health Assurance Certificate means a certificate issued by a business accredited under a Certification Assurance Arrangement.

Plant Health Certificate means a certificate issued by an authorised person.

Queensland fruit fly means the pest *Bactrocera tryoni* (Froggatt).

Suspension Area means the portion of New South Wales described in Schedule 3.

the Act means the Plant Diseases Act 1924.

Note: **covering** or **package**, **inspector**, **occupier** and **owner** all have the same meaning as in the Act.

(b) In this Order, longitude and latitude coordinates are decimal degrees based upon the GDA 94 datum.

4 Regulation of the movement of host fruit

Pursuant to section 4 (1) of the Act the importation, introduction or bringing of host fruit into specified portions of New South Wales is regulated as follows:

(a) Host fruit that originates from or has moved through:

(i) the Outbreak Area must not be moved into the Suspension Area or the Outer Area;

(ii) the Suspension Area must not be moved into the Outer Area,

except for such movements as are specified in Schedule 5 and which comply with the relevant conditions of exception set out in Schedule 5; and

(b) The movement of any host fruit in accordance with Schedule 5 must be accompanied by a certificate:

(i) specifying the origin of the host fruit; and

(ii) in the case of a Plant Health Certificate, certifying that the host fruit has been treated in the manner specified in Schedule 6; and

(iii) in the case of a Plant Health Assurance Certificate, certifying that the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement.

SCHEDULE 1 – Host fruit

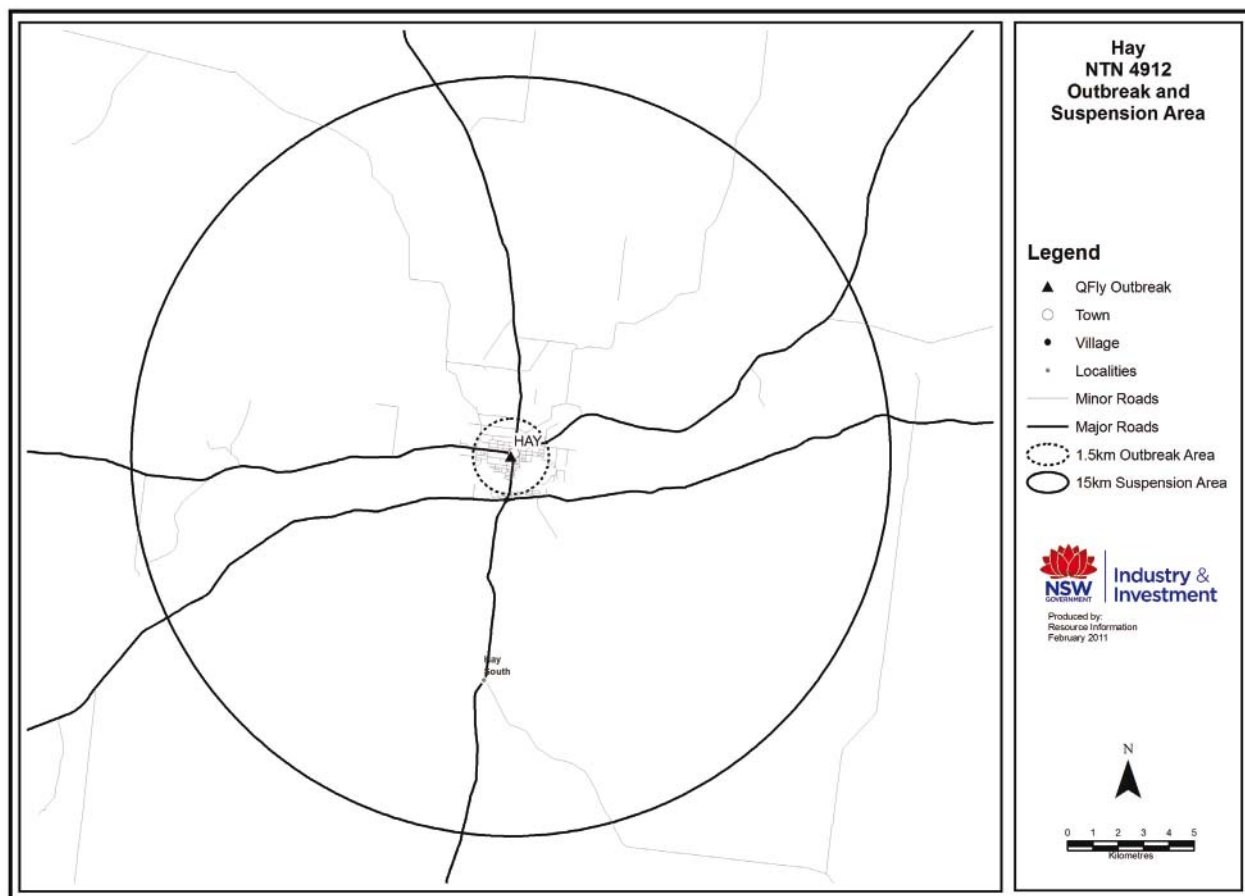
Abiu	Chilli	Lime	Persimmon
Acerola	Citron	Loganberry	Plum
Apple	Cumquat	Longan	Plumcot
Apricot	Custard Apple	Loquat	Pomegranate
Avocado	Date	Lychee	Prickly Pear
Babaco	Durian	Mandarin	Pummelo
Banana	Eggplant	Mango	Quince
Black Sapote	Feijoa	Mangosteen	Rambutan
Blackberry	Fig	Medlar	Raspberry
Blueberry	Granadilla	Miracle Fruit	Rollinia
Boysenberry	Grape	Mulberry	Santol
Brazil Cherry	Grapefruit	Nashi	Sapodilla
Breadfruit	Grumichama	Nectarine	Shaddock
Caimito (Star Apple)	Guava	Orange	Soursop
Cape Gooseberry	Hog Plum	Passionfruit	Sweetsop (Sugar Apple)
Capsicum	Jaboticaba	Pawpaw	Strawberry
Carambola (Starfruit)	Jackfruit	Peach	Tamarillo
Cashew Apple	Jew Plum	Peacharine	Tangelo
Casimiro (White Sapote)	Ju jube	Pear	Tomato
Cherimoya	Kiwifruit	Pepino	Wax jambu (Rose Apple)
Cherry	Lemon		

SCHEDULE 2 – Outbreak Area

The area within a 1.5 kilometre radius of the coordinates decimal degrees -34.5053 South and 144.84305 East, being the area within the 1.5 kilometre radius circle (broken line) in the map in Schedule 4.

SCHEDULE 3 – Suspension Area

The area within a 15 kilometre radius of the coordinates decimal degrees -34.5053 South and 144.84305 East (excluding the Outbreak Area), being the area between the 1.5 kilometre radius circle (broken line) and the 15 kilometre radius circle (unbroken line) in the map in Schedule 4.

SCHEDULE 4 – Map of the Hay NTN 4912 Outbreak Area and Suspension Area

SCHEDULE 5 – Exceptions for movement of host fruit

Host fruit that has received an approved treatment

1. Movement of host fruit that has received an approved treatment prior to movement, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure that:
 - (i) any used packaging or coverings containing host fruit are free of soil, plant residues and other ~~ganic~~ matter; and
 - (ii) in the case of host fruit that has been consigned as a lot for the purpose of producing smaller packs of host fruit and has been repacked in smaller packs, the host fruit has been received, handled, stored and repacked under secure conditions which prevent infestation by Queensland fruit fly; and
 - (iii) any individual package contains only one kind of host fruit; and
 - (iv) all previous incorrect information displayed on the outer covering of the package is removed and the outer covering is legibly marked with the following information:
 - (A) the district of production; and
 - (B) the name, address, postcode and the State or Territory of both the grower and the packer; or where the business is sourcing from multiple growers, the name, address, postcode and the State or Territory of the packer; and
 - (C) a brief description of the contents of the package;
 - or
 - (v) where the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement, the host fruit is packed, labelled and certified in accordance with any conditions prescribed in the Certification Assurance Arrangement.

Untreated host fruit for processing

2. Movement of untreated host fruit for processing, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit (“transport vehicle”) are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit is securely covered by a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (iii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iv) the transport vehicle is free of all soil and plant debris after loading; and
 - (v) the transport vehicle travels by the most direct route to the receiving processor; and
 - (c) The owner or occupier of the property or facility at which the host fruit is to be processed must ensure:
 - (i) the host fruit is processed within 24 hours of receipt; and
 - (ii) all measures to avoid spillage of host fruit are taken and where spillages occur, must be disposed of in a manner generally accepted as likely to prevent the spread of Queensland fruit fly; and
 - (iii) all processing wastes must be disinfested by heat or freezing or be buried.

Outer Area host fruit on a direct journey through the Outbreak Area or Suspension Area into the Outer Area

3. Movement of host fruit originating within the Outer Area and moving on a direct journey through the Outbreak Area or the Suspension Area into the Outer Area, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit is securely transported by covering with a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation.

Untreated Suspension Area host fruit on a direct journey to an end destination having no restrictions on account of Queensland fruit fly

4. Movement of host fruit originating within the Suspension Area and moving on a direct journey to an end destination which has no restrictions on account of Queensland fruit fly, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and

- (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit ("transport vehicle") are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iii) the transport vehicle is free of all soil and plant debris after loading; and
 - (iv) the host fruit is transported under secure conditions that include:
 - (A) unvented packages or vented packages with the vents secured with mesh with a maximum aperture of 1.6mm prior to dispatch; or
 - (B) shrink-wrapped and sealed as a palletised unit; or
 - (C) fully enclosed under tarpaulins, shade cloth, bin cover or other covering which provides a maximum aperture of 1.6mm,
 so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (v) the transport vehicle travels by the most direct route.

SCHEDULE 6 – Approved treatments for host fruit

Preharvest Treatment and Inspection

1. Tomato:
 - (a) treated preharvest with an application of dimethoate or fenthion or trichlorfon in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
2. Capsicums and chillies:
 - (a) treated preharvest with an application of dimethoate in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
3. Stonefruit:
 - (a) treated preharvest with an application of fenthion in accordance with all label directions for the control of Queensland fruit fly; and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
4. Table grapes:
 - (a) treated preharvest for the control of Queensland fruit fly, with a program of:
 - (i) bait sprays with an insecticide containing 0.24 g/L spinosad as the only active constituent in accordance with all label directions; or
 - (ii) bait sprays with an insecticide containing 1 150 g/L malidison as the only active constituent in accordance with all label and APVMA permit (PER12359) directions; or
 - (iii) cover sprays using an insecticide containing 550 g/L fenthion as the only active constituent in accordance with all label and APVMA permit (PER11643) directions; and
 - (b) inspected postharvest where a sample of the fruit is inspected and found free of fruit fly larvae and free of broken skin.

Postharvest Dimethoate Dip

5. Any host fruit, excluding capsicum (hollow-fruited), chilli (hollow-fruited), cumquat and strawberries, treated with a postharvest dip using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions; where dipping is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and
 - (b) Pomefruit, where a non-recovery gloss wax and or a compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Dimethoate Flood Spray

6. Any host fruit, excluding cumquat, eggplant and strawberries, treated with a postharvest flood spray using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions, where spraying is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and

- (b) Pomefruit, where a non-recovery gloss wax coating and or compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Methyl Bromide Fumigation

7. Any host fruit fumigated postharvest with a fumigant containing 1000 g/kg methyl bromide as its only active constituent in accordance with all label and APVMA permit (PER10699) directions, at the following rates:
- (a) 10°C – 14.9°C at 48 g/m³ for 2 hours; or
 - (b) 15°C – 20.9°C at 40 g/m³ for 2 hours; or
 - (c) 21°C – 25.9°C at 32 g/m³ for 2 hours; or
 - (d) 26°C – 31.9°C at 24 g/m³ for 2 hours.

Postharvest Cold Treatment

8. Any appropriate host fruit treated postharvest at a temperature of:
- (a) 0°C ± 0.5°C for a minimum of 14 days; or
 - (b) 1°C – 3°C ± 0.5°C for a minimum of 16 days (Lemons minimum 14 days).

Dated this 2nd day of March 2011.

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

Note: The Department's reference is O-298

PLANT DISEASES (FRUIT FLY OUTBREAK, HOGANS ROAD, WOODLANDS EAST) ORDER 2011

under the Plant Diseases Act 1924

I, STEVE WHAN, M.P., the Minister for Primary Industries, in pursuance of section 4 of the Plant Diseases Act 1924, being of the opinion that the importation, introduction or bringing of host fruit into specified portions of New South Wales is likely to introduce the pest Queensland fruit fly (*Bactrocera tryoni*) into specified portions of New South Wales, make the following Order regulating the importation, introduction or bringing of host fruit into specified portions of New South Wales.

1 Name of Order

This Order is the Plant Diseases (Fruit Fly Outbreak, Hogans Road, Woodlands East) Order 2011.

2 Commencement

This Order commences on the date it is published in the *NSW Government Gazette*.

3 Definitions

(a) In this Order:

approved treatment means a treatment or schedule of treatments relevant to the type of host fruit or manner of harvest as specified in Schedule 6.

APVMA means the Australian Pesticides and Veterinary Medicines Authority.

authorised person means an inspector or a person authorised pursuant to section 11 (3) of the Act.

certificate means a Plant Health Certificate or a Plant Health Assurance Certificate.

Certification Assurance Arrangement means an arrangement approved by the Department which enables a business accredited under the arrangement to certify that certain quarantine requirements have been satisfied for the movement of host fruit to interstate and/or intrastate markets.

Note: An example of an approved Certification Assurance Arrangement is the Interstate Certification Assurance (ICA) Scheme.

Department means Industry and Investment, NSW – Primary Industries.

free of broken skin means the skin has no preharvest cracks, punctures, pulled stems or other breaks which penetrate through the skin and that have not healed with callus tissue.

host fruit means the fruit specified in Schedule 1, being fruit which is susceptible to infestation by Queensland fruit fly.

lot means a discrete quantity of fruit received from one grower at one time.

Outbreak Area means the portion of New South Wales described in Schedule 2.

Outer Area means the portion of New South Wales known as the NSW Fruit Fly Exclusion Zone, as specified in Proclamation P184 published in *NSW Government Gazette* No. 152 of 28 November 2008 at pages 1 1434 to 11435, excluding the Outbreak Area and the Suspension Area.

Plant Health Assurance Certificate means a certificate issued by a business accredited under a Certification Assurance Arrangement.

Plant Health Certificate means a certificate issued by an authorised person.

Queensland fruit fly means the pest *Bactrocera tryoni* (Froggatt).

Suspension Area means the portion of New South Wales described in Schedule 3.

the Act means the Plant Diseases Act 1924.

Note: **covering** or **package**, **inspector**, **occupier** and **owner** all have the same meaning as in the Act.

(b) In this Order, longitude and latitude coordinates are decimal degrees based upon the GDA 94 datum.

4 Regulation of the movement of host fruit

Pursuant to section 4 (1) of the Act the importation, introduction or bringing of host fruit into specified portions of New South Wales is regulated as follows:

(a) Host fruit that originates from or has moved through:

(i) the Outbreak Area must not be moved into the Suspension Area or the Outer Area;

(ii) the Suspension Area must not be moved into the Outer Area, except for such movements as are specified in Schedule 5 and which comply with the relevant conditions of exception set out in Schedule 5; and

(b) The movement of any host fruit in accordance with Schedule 5 must be accompanied by a certificate:

(i) specifying the origin of the host fruit; and

(ii) in the case of a Plant Health Certificate, certifying that the host fruit has been treated in the manner specified in Schedule 6; and

(iii) in the case of a Plant Health Assurance Certificate, certifying that the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement.

SCHEDULE 1 – Host fruit

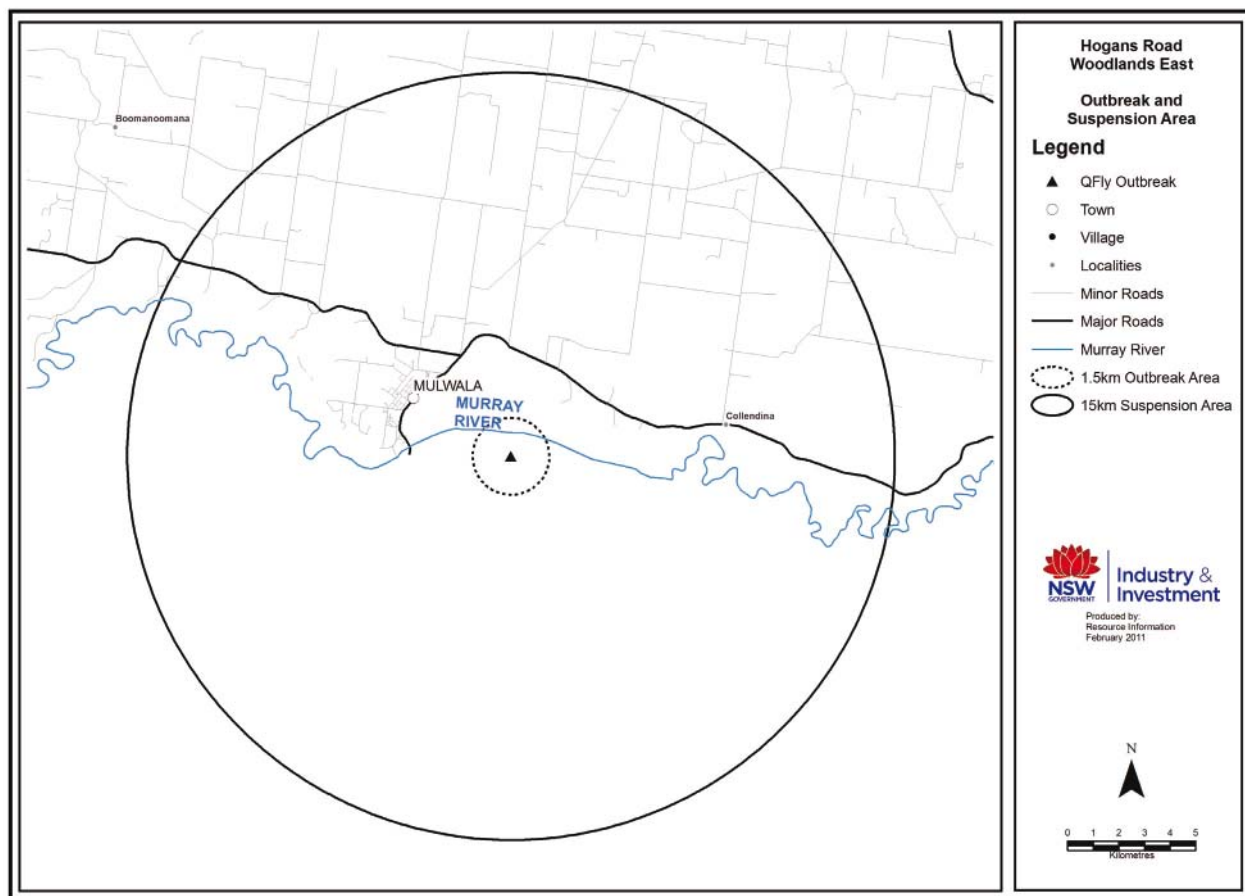
Abiu	Chilli	Lime	Persimmon
Acerola	Citron	Loganberry	Plum
Apple	Cumquat	Longan	Plumcot
Apricot	Custard Apple	Loquat	Pomegranate
Avocado	Date	Lychee	Prickly Pear
Babaco	Durian	Mandarin	Pummelo
Banana	Eggplant	Mango	Quince
Black Sapote	Feijoa	Mangosteen	Rambutan
Blackberry	Fig	Medlar	Raspberry
Blueberry	Granadilla	Miracle Fruit	Rollinia
Boysenberry	Grape	Mulberry	Santol
Brazil Cherry	Grapefruit	Nashi	Sapodilla
Breadfruit	Grumichama	Nectarine	Shaddock
Caimito (Star Apple)	Guava	Orange	Soursop
Cape Gooseberry	Hog Plum	Passionfruit	Sweetsop (Sugar Apple)
Capsicum	Jaboticaba	Pawpaw	Strawberry
Carambola (Starfruit)	Jackfruit	Peach	Tamarillo
Cashew Apple	Jew Plum	Peacharine	Tangelo
Casimiro (White Sapote)	Ju jube	Pear	Tomato
Cherimoya	Kiwifruit	Pepino	Wax jambu (Rose Apple)
Cherry	Lemon		

SCHEDULE 2 – Outbreak Area

The area within a 1.5 kilometre radius of the coordinates decimal degrees -36.0087 South and 146.0487 East, being the area within the 1.5 kilometre radius circle (broken line) in the map in Schedule 4.

SCHEDULE 3 – Suspension Area

The area within a 15 kilometre radius of the coordinates decimal degrees -36.0087 South and 146.0487 East (excluding the Outbreak Area), being the area between the 1.5 kilometre radius circle (broken line) and the 15 kilometre radius circle (unbroken line) in the map in Schedule 4.

SCHEDULE 4 – Map of the Hogans Road, Woodlands East Outbreak Area and Suspension Area

SCHEDULE 5 – Exceptions for movement of host fruit**Host fruit that has received an approved treatment**

1. Movement of host fruit that has received an approved treatment prior to movement, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure that:
 - (i) any used packaging or coverings containing host fruit are free of soil, plant residues and other ~~ganic~~ matter; and
 - (ii) in the case of host fruit that has been consigned as a lot for the purpose of producing smaller packs of host fruit and has been repacked in smaller packs, the host fruit has been received, handled, stored and repacked under secure conditions which prevent infestation by Queensland fruit fly; and
 - (iii) any individual package contains only one kind of host fruit; and
 - (iv) all previous incorrect information displayed on the outer covering of the package is removed and the outer covering is legibly marked with the following information:
 - (A) the district of production; and
 - (B) the name, address, postcode and the State or Territory of both the grower and the packer; or where the business is sourcing from multiple growers, the name, address, postcode and the State or Territory of the packer; and
 - (C) a brief description of the contents of the package;
 - or
 - (v) where the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement, the host fruit is packed, labelled and certified in accordance with any conditions prescribed in the Certification Assurance Arrangement.

Untreated host fruit for processing

2. Movement of untreated host fruit for processing, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit (“transport vehicle”) are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit is securely covered by a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (iii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iv) the transport vehicle is free of all soil and plant debris after loading; and
 - (v) the transport vehicle travels by the most direct route to the receiving processor; and
 - (c) The owner or occupier of the property or facility at which the host fruit is to be processed must ensure:
 - (i) the host fruit is processed within 24 hours of receipt; and
 - (ii) all measures to avoid spillage of host fruit are taken and where spillages occur, must be disposed of in a manner generally accepted as likely to prevent the spread of Queensland fruit fly; and
 - (iii) all processing wastes must be disinfested by heat or freezing or be buried.

Outer Area host fruit on a direct journey through the Outbreak Area or Suspension Area into the Outer Area

3. Movement of host fruit originating within the Outer Area and moving on a direct journey through the Outbreak Area or the Suspension Area into the Outer Area, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit is securely transported by covering with a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation.

Untreated Suspension Area host fruit on a direct journey to an end destination having no restrictions on account of Queensland fruit fly

4. Movement of host fruit originating within the Suspension Area and moving on a direct journey to an end destination which has no restrictions on account of Queensland fruit fly, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and

- (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit ("transport vehicle") are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iii) the transport vehicle is free of all soil and plant debris after loading; and
 - (iv) the host fruit is transported under secure conditions that include:
 - (A) unvented packages or vented packages with the vents secured with mesh with a maximum aperture of 1.6mm prior to dispatch; or
 - (B) shrink-wrapped and sealed as a palletised unit; or
 - (C) fully enclosed under tarpaulins, shade cloth, bin cover or other covering which provides a maximum aperture of 1.6mm,
 so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (v) the transport vehicle travels by the most direct route.

SCHEDULE 6 – Approved treatments for host fruit

Preharvest Treatment and Inspection

1. Tomato:

- (a) treated preharvest with an application of dimethoate or fenthion or trichlorfon in accordance with all label directions for the control of Queensland fruit fly, and
- (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.

2. Capsicums and chillies:

- (a) treated preharvest with an application of dimethoate in accordance with all label directions for the control of Queensland fruit fly, and
- (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.

3. Stonefruit:

- (a) treated preharvest with an application of fenthion in accordance with all label directions for the control of Queensland fruit fly; and
- (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.

4. Table grapes:

- (a) treated preharvest for the control of Queensland fruit fly, with a program of:
 - (i) bait sprays with an insecticide containing 0.24 g/L spinosad as the only active constituent in accordance with all label directions; or
 - (ii) bait sprays with an insecticide containing 1.150 g/L malidison as the only active constituent in accordance with all label and APVMA permit (PER12359) directions; or
 - (iii) cover sprays using an insecticide containing 550 g/L fenthion as the only active constituent in accordance with all label and APVMA permit (PER11643) directions; and
- (b) inspected postharvest where a sample of the fruit is inspected and found free of fruit fly larvae and free of broken skin.

Postharvest Dimethoate Dip

- 5. Any host fruit, excluding capsicum (hollow-fruited), chilli (hollow-fruited), cumquat and strawberries, treated with a postharvest dip using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions; where dipping is the last treatment before packing except in the case of:

- (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and
- (b) Pomefruit, where a non-recovery gloss wax and or a compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Dimethoate Flood Spray

- 6. Any host fruit, excluding cumquat, eggplant and strawberries, treated with a postharvest flood spray using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions, where spraying is the last treatment before packing except in the case of:

- (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and

- (b) Pomefruit, where a non-recovery gloss wax coating and or compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Methyl Bromide Fumigation

7. Any host fruit fumigated postharvest with a fumigant containing 1000 g/kg methyl bromide as its only active constituent in accordance with all label and APVMA permit (PER10699) directions, at the following rates:
- (a) 10°C – 14.9°C at 48 g/m³ for 2 hours; or
 - (b) 15°C – 20.9°C at 40 g/m³ for 2 hours; or
 - (c) 21°C – 25.9°C at 32 g/m³ for 2 hours; or
 - (d) 26°C – 31.9°C at 24 g/m³ for 2 hours.

Postharvest Cold Treatment

8. Any appropriate host fruit treated postharvest at a temperature of:
- (a) 0°C ± 0.5°C for a minimum of 14 days; or
 - (b) 1°C – 3°C ± 0.5°C for a minimum of 16 days (Lemons minimum 14 days).

Dated this 2nd day of March 2011.

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

Note: The Department's reference is O-299

PLANT DISEASES (FRUIT FLY OUTBREAK, MURRAY VALLEY HWY, LAKE POWELL) ORDER 2011

under the Plant Diseases Act 1924

I, STEVE WHAN, M.P., the Minister for Primary Industries, in pursuance of section 4 of the Plant Diseases Act 1924, being of the opinion that the importation, introduction or bringing of host fruit into specified portions of New South Wales is likely to introduce the pest Queensland fruit fly (*Bactrocera tryoni*) into specified portions of New South Wales, make the following Order regulating the importation, introduction or bringing of host fruit into specified portions of New South Wales.

1 Name of Order

This Order is the Plant Diseases (Fruit Fly Outbreak, Murray Valley Hwy, Lake Powell) Order 2011.

2 Commencement

This Order commences on the date it is published in the *NSW Government Gazette*.

3 Definitions

(a) In this Order:

approved treatment means a treatment or schedule of treatments relevant to the type of host fruit or manner of harvest as specified in Schedule 6.

APVMA means the Australian Pesticides and Veterinary Medicines Authority.

authorised person means an inspector or a person authorised pursuant to section 11 (3) of the Act.

certificate means a Plant Health Certificate or a Plant Health Assurance Certificate.

Certification Assurance Arrangement means an arrangement approved by the Department which enables a business accredited under the arrangement to certify that certain quarantine requirements have been satisfied for the movement of host fruit to interstate and/or intrastate markets.

Note: An example of an approved Certification Assurance Arrangement is the Interstate Certification Assurance (ICA) Scheme.

Department means Industry and Investment, NSW – Primary Industries.

free of broken skin means the skin has no preharvest cracks, punctures, pulled stems or other breaks which penetrate through the skin and that have not healed with callus tissue.

host fruit means the fruit specified in Schedule 1, being fruit which is susceptible to infestation by Queensland fruit fly.

lot means a discrete quantity of fruit received from one grower at one time.

Outbreak Area means the portion of New South Wales described in Schedule 2.

Outer Area means the portion of New South Wales known as the NSW Fruit Fly Exclusion Zone, as specified in Proclamation P184 published in *NSW Government Gazette* No. 152 of 28 November 2008 at pages 1 1434 to 11435, excluding the Outbreak Area and the Suspension Area.

Plant Health Assurance Certificate means a certificate issued by a business accredited under a Certification Assurance Arrangement.

Plant Health Certificate means a certificate issued by an authorised person.

Queensland fruit fly means the pest *Bactrocera tryoni* (Froggatt).

Suspension Area means the portion of New South Wales described in Schedule 3.

the Act means the Plant Diseases Act 1924.

Note: **covering** or **package**, **inspector**, **occupier** and **owner** all have the same meaning as in the Act.

(b) In this Order, longitude and latitude coordinates are decimal degrees based upon the GDA 94 datum.

4 Regulation of the movement of host fruit

Pursuant to section 4 (1) of the Act the importation, introduction or bringing of host fruit into specified portions of New South Wales is regulated as follows:

(a) Host fruit that originates from or has moved through:

(i) the Outbreak Area must not be moved into the Suspension Area or the Outer Area;

(ii) the Suspension Area must not be moved into the Outer Area, except for such movements as are specified in Schedule 5 and which comply with the relevant conditions of exception set out in Schedule 5; and

(b) The movement of any host fruit in accordance with Schedule 5 must be accompanied by a certificate:

(i) specifying the origin of the host fruit; and

(ii) in the case of a Plant Health Certificate, certifying that the host fruit has been treated in the manner specified in Schedule 6; and

(iii) in the case of a Plant Health Assurance Certificate, certifying that the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement.

SCHEDULE 1 – Host fruit

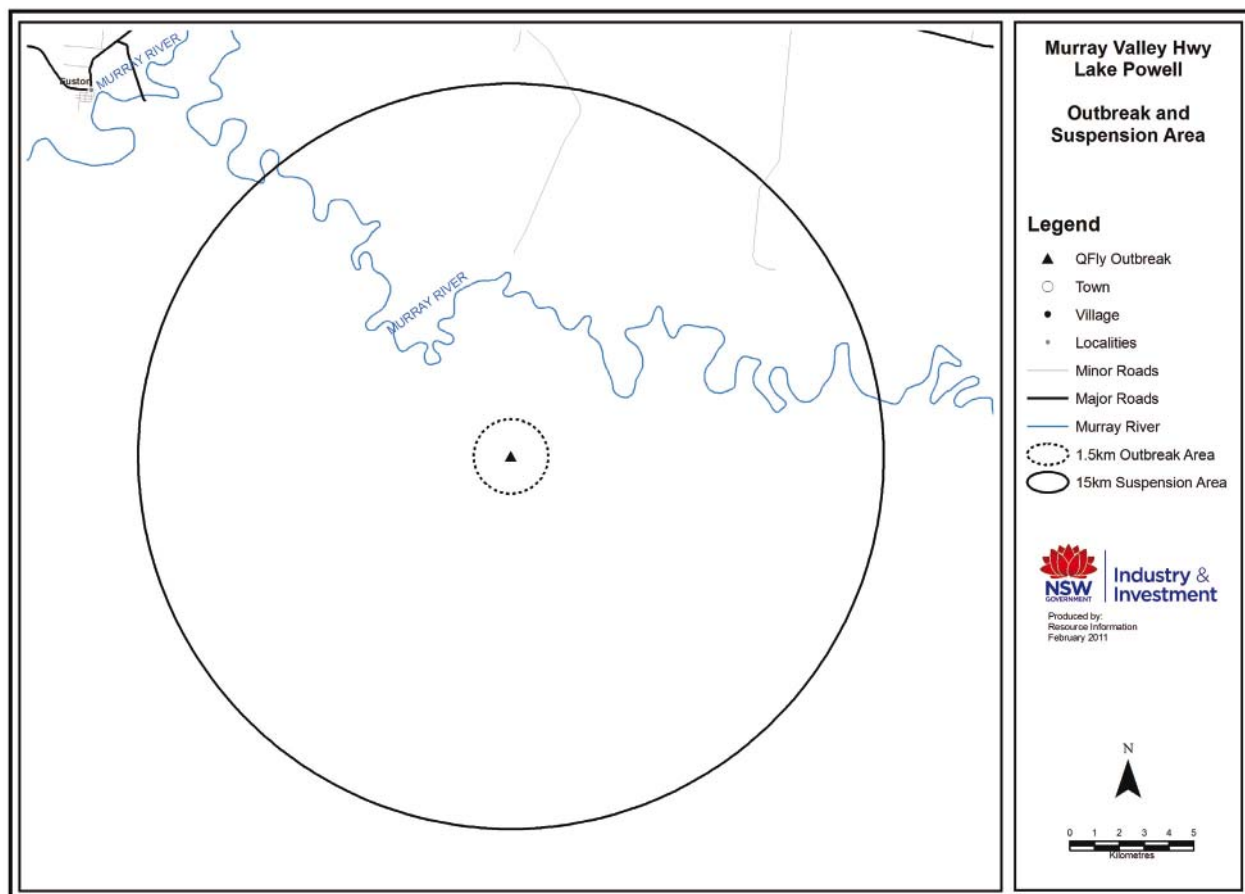
Abiu	Chilli	Lime	Persimmon
Acerola	Citron	Loganberry	Plum
Apple	Cumquat	Longan	Plumcot
Apricot	Custard Apple	Loquat	Pomegranate
Avocado	Date	Lychee	Prickly Pear
Babaco	Durian	Mandarin	Pummelo
Banana	Eggplant	Mango	Quince
Black Sapote	Feijoa	Mangosteen	Rambutan
Blackberry	Fig	Medlar	Raspberry
Blueberry	Granadilla	Miracle Fruit	Rollinia
Boysenberry	Grape	Mulberry	Santol
Brazil Cherry	Grapefruit	Nashi	Sapodilla
Breadfruit	Grumichama	Nectarine	Shaddock
Caimito (Star Apple)	Guava	Orange	Soursop
Cape Gooseberry	Hog Plum	Passionfruit	Sweetsop (Sugar Apple)
Capsicum	Jaboticaba	Pawpaw	Strawberry
Carambola (Starfruit)	Jackfruit	Peach	Tamarillo
Cashew Apple	Jew Plum	Peacharine	Tangelo
Casimiro (White Sapote)	Ju jube	Pear	Tomato
Cherimoya	Kiwifruit	Pepino	Wax jambu (Rose Apple)
Cherry	Lemon		

SCHEDULE 2 – Outbreak Area

The area within a 1.5 kilometre radius of the coordinates decimal degrees -34.7141 South and 142.92239 East, being the area within the 1.5 kilometre radius circle (broken line) in the map in Schedule 4.

SCHEDULE 3 – Suspension Area

The area within a 15 kilometre radius of the coordinates decimal degrees -34.7141 South and 142.92239 East (excluding the Outbreak Area), being the area between the 1.5 kilometre radius circle (broken line) and the 15 kilometre radius circle (unbroken line) in the map in Schedule 4.

SCHEDULE 4 – Map of the Murray Valley Hwy, Lake Powell Outbreak Area and Suspension Area

SCHEDULE 5 – Exceptions for movement of host fruit

Host fruit that has received an approved treatment

1. Movement of host fruit that has received an approved treatment prior to movement, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure that:
 - (i) any used packaging or coverings containing host fruit are free of soil, plant residues and other ~~ganic~~ matter; and
 - (ii) in the case of host fruit that has been consigned as a lot for the purpose of producing smaller packs of host fruit and has been repacked in smaller packs, the host fruit has been received, handled, stored and repacked under secure conditions which prevent infestation by Queensland fruit fly; and
 - (iii) any individual package contains only one kind of host fruit; and
 - (iv) all previous incorrect information displayed on the outer covering of the package is removed and the outer covering is legibly marked with the following information:
 - (A) the district of production; and
 - (B) the name, address, postcode and the State or Territory of both the grower and the packer; or where the business is sourcing from multiple growers, the name, address, postcode and the State or Territory of the packer; and
 - (C) a brief description of the contents of the package;
 - or
 - (v) where the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement, the host fruit is packed, labelled and certified in accordance with any conditions prescribed in the Certification Assurance Arrangement.

Untreated host fruit for processing

2. Movement of untreated host fruit for processing, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit (“transport vehicle”) are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit is securely covered by a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (iii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iv) the transport vehicle is free of all soil and plant debris after loading; and
 - (v) the transport vehicle travels by the most direct route to the receiving processor; and
 - (c) The owner or occupier of the property or facility at which the host fruit is to be processed must ensure:
 - (i) the host fruit is processed within 24 hours of receipt; and
 - (ii) all measures to avoid spillage of host fruit are taken and where spillages occur, must be disposed of in a manner generally accepted as likely to prevent the spread of Queensland fruit fly; and
 - (iii) all processing wastes must be disinfested by heat or freezing or be buried.

Outer Area host fruit on a direct journey through the Outbreak Area or Suspension Area into the Outer Area

3. Movement of host fruit originating within the Outer Area and moving on a direct journey through the Outbreak Area or the Suspension Area into the Outer Area, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit is securely transported by covering with a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation.

Untreated Suspension Area host fruit on a direct journey to an end destination having no restrictions on account of Queensland fruit fly

4. Movement of host fruit originating within the Suspension Area and moving on a direct journey to an end destination which has no restrictions on account of Queensland fruit fly, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and

- (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit ("transport vehicle") are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iii) the transport vehicle is free of all soil and plant debris after loading; and
 - (iv) the host fruit is transported under secure conditions that include:
 - (A) unvented packages or vented packages with the vents secured with mesh with a maximum aperture of 1.6mm prior to dispatch; or
 - (B) shrink-wrapped and sealed as a palletised unit; or
 - (C) fully enclosed under tarpaulins, shade cloth, bin cover or other covering which provides a maximum aperture of 1.6mm,
 so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (v) the transport vehicle travels by the most direct route.

SCHEDULE 6 – Approved treatments for host fruit

Preharvest Treatment and Inspection

1. Tomato:
 - (a) treated preharvest with an application of dimethoate or fenthion or trichlorfon in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
2. Capsicums and chillies:
 - (a) treated preharvest with an application of dimethoate in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
3. Stonefruit:
 - (a) treated preharvest with an application of fenthion in accordance with all label directions for the control of Queensland fruit fly; and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
4. Table grapes:
 - (a) treated preharvest for the control of Queensland fruit fly, with a program of:
 - (i) bait sprays with an insecticide containing 0.24 g/L spinosad as the only active constituent in accordance with all label directions; or
 - (ii) bait sprays with an insecticide containing 1 150 g/L malidison as the only active constituent in accordance with all label and APVMA permit (PER12359) directions; or
 - (iii) cover sprays using an insecticide containing 550 g/L fenthion as the only active constituent in accordance with all label and APVMA permit (PER11643) directions; and
 - (b) inspected postharvest where a sample of the fruit is inspected and found free of fruit fly larvae and free of broken skin.

Postharvest Dimethoate Dip

5. Any host fruit, excluding capsicum (hollow-fruited), chilli (hollow-fruited), cumquat and strawberries, treated with a postharvest dip using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions; where dipping is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and
 - (b) Pomefruit, where a non-recovery gloss wax and or a compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Dimethoate Flood Spray

6. Any host fruit, excluding cumquat, eggplant and strawberries, treated with a postharvest flood spray using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions, where spraying is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and

- (b) Pomefruit, where a non-recovery gloss wax coating and or compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Methyl Bromide Fumigation

7. Any host fruit fumigated postharvest with a fumigant containing 1000 g/kg methyl bromide as its only active constituent in accordance with all label and APVMA permit (PER10699) directions, at the following rates:
- (a) 10°C – 14.9°C at 48 g/m³ for 2 hours; or
 - (b) 15°C – 20.9°C at 40 g/m³ for 2 hours; or
 - (c) 21°C – 25.9°C at 32 g/m³ for 2 hours; or
 - (d) 26°C – 31.9°C at 24 g/m³ for 2 hours.

Postharvest Cold Treatment

8. Any appropriate host fruit treated postharvest at a temperature of:
- (a) 0°C ± 0.5°C for a minimum of 14 days; or
 - (b) 1°C – 3°C ± 0.5°C for a minimum of 16 days (Lemons minimum 14 days).

Dated this 2nd day of March 2011.

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

Note: The Department's reference is O-301

PLANT DISEASES (FRUIT FLY OUTBREAK, YANCO NTN 2494) ORDER 2011

under the Plant Diseases Act 1924

I, STEVE WHAN, M.P., the Minister for Primary Industries, in pursuance of section 4 of the Plant Diseases Act 1924, being of the opinion that the importation, introduction or bringing of host fruit into specified portions of New South Wales is likely to introduce the pest Queensland fruit fly (*Bactrocera tryoni*) into specified portions of New South Wales, make the following Order regulating the importation, introduction or bringing of host fruit into specified portions of New South Wales.

1 Name of Order

This Order is the Plant Diseases (Fruit Fly Outbreak, Yanco NTN 2494) Order 2011.

2 Commencement

This Order commences on the date it is published in the *NSW Government Gazette*.

3 Definitions

(a) In this Order:

approved treatment means a treatment or schedule of treatments relevant to the type of host fruit or manner of harvest as specified in Schedule 6.

APVMA means the Australian Pesticides and Veterinary Medicines Authority.

authorised person means an inspector or a person authorised pursuant to section 11 (3) of the Act.

certificate means a Plant Health Certificate or a Plant Health Assurance Certificate.

Certification Assurance Arrangement means an arrangement approved by the Department which enables a business accredited under the arrangement to certify that certain quarantine requirements have been satisfied for the movement of host fruit to interstate and/or intrastate markets.

Note: An example of an approved Certification Assurance Arrangement is the Interstate Certification Assurance (ICA) Scheme.

Department means Industry and Investment, NSW – Primary Industries.

free of broken skin means the skin has no preharvest cracks, punctures, pulled stems or other breaks which penetrate through the skin and that have not healed with callus tissue.

host fruit means the fruit specified in Schedule 1, being fruit which is susceptible to infestation by Queensland fruit fly.

lot means a discrete quantity of fruit received from one grower at one time.

NTN means national trap number.

Outbreak Area means the portion of New South Wales described in Schedule 2.

Outer Area means the portion of New South Wales known as the NSW Fruit Fly Exclusion Zone, as specified in Proclamation P184 published in *NSW Government Gazette* No. 152 of 28 November 2008 at pages 1 1434 to 11435, excluding the Outbreak Area and the Suspension Area.

Plant Health Assurance Certificate means a certificate issued by a business accredited under a Certification Assurance Arrangement.

Plant Health Certificate means a certificate issued by an authorised person.

Queensland fruit fly means the pest *Bactrocera tryoni* (Froggatt).

Suspension Area means the portion of New South Wales described in Schedule 3.

the Act means the Plant Diseases Act 1924.

Note: **covering** or **package**, **inspector**, **occupier** and **owner** all have the same meaning as in the Act.

(b) In this Order, longitude and latitude coordinates are decimal degrees based upon the GDA 94 datum.

4 Regulation of the movement of host fruit

Pursuant to section 4 (1) of the Act the importation, introduction or bringing of host fruit into specified portions of New South Wales is regulated as follows:

(a) Host fruit that originates from or has moved through:

(i) the Outbreak Area must not be moved into the Suspension Area or the Outer Area;

(ii) the Suspension Area must not be moved into the Outer Area,

except for such movements as are specified in Schedule 5 and which comply with the relevant conditions of exception set out in Schedule 5; and

(b) The movement of any host fruit in accordance with Schedule 5 must be accompanied by a certificate:

(i) specifying the origin of the host fruit; and

(ii) in the case of a Plant Health Certificate, certifying that the host fruit has been treated in the manner specified in Schedule 6; and

(iii) in the case of a Plant Health Assurance Certificate, certifying that the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement.

SCHEDULE 1 – Host fruit

Abiu	Chilli	Lime	Persimmon
Acerola	Citron	Loganberry	Plum
Apple	Cumquat	Longan	Plumcot
Apricot	Custard Apple	Loquat	Pomegranate
Avocado	Date	Lychee	Prickly Pear
Babaco	Durian	Mandarin	Pummelo
Banana	Eggplant	Mango	Quince
Black Sapote	Feijoa	Mangosteen	Rambutan
Blackberry	Fig	Medlar	Raspberry
Blueberry	Granadilla	Miracle Fruit	Rollinia
Boysenberry	Grape	Mulberry	Santol
Brazil Cherry	Grapefruit	Nashi	Sapodilla
Breadfruit	Grumichama	Nectarine	Shaddock
Caimito (Star Apple)	Guava	Orange	Soursop
Cape Gooseberry	Hog Plum	Passionfruit	Sweetsop (Sugar Apple)
Capsicum	Jaboticaba	Pawpaw	Strawberry
Carambola (Starfruit)	Jackfruit	Peach	Tamarillo
Cashew Apple	Jew Plum	Peacharine	Tangelo
Casimiro (White Sapote)	Ju jube	Pear	Tomato
Cherimoya	Kiwifruit	Pepino	Wax jambu (Rose Apple)
Cherry	Lemon		

SCHEDULE 2 – Outbreak Area

The area within a 1.5 kilometre radius of the coordinates decimal degrees -34.61675 South and 146.398183 East, being the area within the 1.5 kilometre radius circle (broken line) in the map in Schedule 4.

SCHEDULE 3 – Suspension Area

The area within a 15 kilometre radius of the coordinates decimal degrees -34.61675 South and 146.398183 East (excluding the Outbreak Area), being the area between the 1.5 kilometre radius circle (broken line) and the 15 kilometre radius circle (unbroken line) in the map in Schedule 4.

SCHEDULE 4 – Map of the Yanco NTN 2494 Outbreak Area and Suspension Area

SCHEDULE 5 – Exceptions for movement of host fruit**Host fruit that has received an approved treatment**

1. Movement of host fruit that has received an approved treatment prior to movement, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure that:
 - (i) any used packaging or coverings containing host fruit are free of soil, plant residues and other ~~ganic~~ matter; and
 - (ii) in the case of host fruit that has been consigned as a lot for the purpose of producing smaller packs of host fruit and has been repacked in smaller packs, the host fruit has been received, handled, stored and repacked under secure conditions which prevent infestation by Queensland fruit fly; and
 - (iii) any individual package contains only one kind of host fruit; and
 - (iv) all previous incorrect information displayed on the outer covering of the package is removed and the outer covering is legibly marked with the following information:
 - (A) the district of production; and
 - (B) the name, address, postcode and the State or Territory of both the grower and the packer; or where the business is sourcing from multiple growers, the name, address, postcode and the State or Territory of the packer; and
 - (C) a brief description of the contents of the package;
 - or
 - (v) where the host fruit originates from a property or facility which is owned or occupied by a business accredited under a Certification Assurance Arrangement, the host fruit is packed, labelled and certified in accordance with any conditions prescribed in the Certification Assurance Arrangement.

Untreated host fruit for processing

2. Movement of untreated host fruit for processing, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and
 - (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit (“transport vehicle”) are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit is securely covered by a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (iii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iv) the transport vehicle is free of all soil and plant debris after loading; and
 - (v) the transport vehicle travels by the most direct route to the receiving processor; and
 - (c) The owner or occupier of the property or facility at which the host fruit is to be processed must ensure:
 - (i) the host fruit is processed within 24 hours of receipt; and
 - (ii) all measures to avoid spillage of host fruit are taken and where spillages occur, must be disposed of in a manner generally accepted as likely to prevent the spread of Queensland fruit fly; and
 - (iii) all processing wastes must be disinfested by heat or freezing or be buried.

Outer Area host fruit on a direct journey through the Outbreak Area or Suspension Area into the Outer Area

3. Movement of host fruit originating within the Outer Area and moving on a direct journey through the Outbreak Area or the Suspension Area into the Outer Area, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit is securely transported by covering with a tarpaulin, shade cloth, bin cover or other covering or contained within the covered transport vehicle so as to prevent infestation by Queensland fruit fly and spillage during transportation.

Untreated Suspension Area host fruit on a direct journey to an end destination having no restrictions on account of Queensland fruit fly

4. Movement of host fruit originating within the Suspension Area and moving on a direct journey to an end destination which has no restrictions on account of Queensland fruit fly, subject to the following conditions:
 - (a) The owner or occupier of the property or facility from which the host fruit originates must ensure that the host fruit remains under secure conditions from post harvest to the time of dispatch and transport, except when impractical during packing and grading activities; and

- (b) Prior to movement, the owner or occupier of the property or facility from which the host fruit originates must ensure:
 - (i) all bins or containers and any vehicles to be used for the transportation of host fruit ("transport vehicle") are free from all plant debris and soil prior to packing and loading; and
 - (ii) the host fruit must be loaded onto or into a transport vehicle on a hard surface and not within the orchard from which the host fruit was sourced; and
 - (iii) the transport vehicle is free of all soil and plant debris after loading; and
 - (iv) the host fruit is transported under secure conditions that include:
 - (A) unvented packages or vented packages with the vents secured with mesh with a maximum aperture of 1.6mm prior to dispatch; or
 - (B) shrink-wrapped and sealed as a palletised unit; or
 - (C) fully enclosed under tarpaulins, shade cloth, bin cover or other covering which provides a maximum aperture of 1.6mm,
 so as to prevent infestation by Queensland fruit fly and spillage during transportation; and
 - (v) the transport vehicle travels by the most direct route.

SCHEDULE 6 – Approved treatments for host fruit

Preharvest Treatment and Inspection

1. Tomato:
 - (a) treated preharvest with an application of dimethoate or fenthion or trichlorfon in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
2. Capsicums and chillies:
 - (a) treated preharvest with an application of dimethoate in accordance with all label directions for the control of Queensland fruit fly, and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
3. Stonefruit:
 - (a) treated preharvest with an application of fenthion in accordance with all label directions for the control of Queensland fruit fly; and
 - (b) inspected postharvest at the rate of at least 1 package in every 100 or part thereof, and found free of fruit fly larvae and free of broken skin.
4. Table grapes:
 - (a) treated preharvest for the control of Queensland fruit fly, with a program of:
 - (i) bait sprays with an insecticide containing 0.24 g/L spinosad as the only active constituent in accordance with all label directions; or
 - (ii) bait sprays with an insecticide containing 1 150 g/L malathion as the only active constituent in accordance with all label and APVMA permit (PER12359) directions; or
 - (iii) cover sprays using an insecticide containing 550 g/L fenthion as the only active constituent in accordance with all label and APVMA permit (PER11643) directions; and
 - (b) inspected postharvest where a sample of the fruit is inspected and found free of fruit fly larvae and free of broken skin.

Postharvest Dimethoate Dip

5. Any host fruit, excluding capsicum (hollow-fruited), chilli (hollow-fruited), cumquat and strawberries, treated with a postharvest dip using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions; where dipping is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and
 - (b) Pomefruit, where a non-recovery gloss wax and or a compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Dimethoate Flood Spray

6. Any host fruit, excluding cumquat, eggplant and strawberries, treated with a postharvest flood spray using an insecticide containing 400 g/L dimethoate as its only active constituent in accordance with all label and APVMA permit (PER12074) directions, where spraying is the last treatment before packing except in the case of:
 - (a) Citrus, where a non-recovery gloss wax coating and or a compatible fungicide as specified on the label may be applied within 24 hours of treatment; and

- (b) Pomefruit, where a non-recovery gloss wax coating and or compatible fungicide as specified on the label may be applied within 3 hours of treatment.

Postharvest Methyl Bromide Fumigation

7. Any host fruit fumigated postharvest with a fumigant containing 1000 g/kg methyl bromide as its only active constituent in accordance with all label and APVMA permit (PER10699) directions, at the following rates:
- (a) 10°C – 14.9°C at 48 g/m³ for 2 hours; or
 - (b) 15°C – 20.9°C at 40 g/m³ for 2 hours; or
 - (c) 21°C – 25.9°C at 32 g/m³ for 2 hours; or
 - (d) 26°C – 31.9°C at 24 g/m³ for 2 hours.

Postharvest Cold Treatment

8. Any appropriate host fruit treated postharvest at a temperature of:
- (a) 0°C ± 0.5°C for a minimum of 14 days; or
 - (b) 1°C – 3°C ± 0.5°C for a minimum of 16 days (Lemons minimum 14 days).

Dated this 2nd day of March 2011.

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

Note: The Department's reference is O-303

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Government Gazette

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LEGISLATION

Online notification of the making of statutory instruments

Week beginning 28 February 2011

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

Proclamations commencing Acts

Courts and Crimes Legislation Further Amendment Act 2010 No 135 (2011-118) —
published LW 3 March 2011

Courts and Crimes Legislation Further Amendment Act 2010 No 135 (2011-119) —
published LW 3 March 2011

Crimes (Sentencing Procedure) Amendment Act 2010 No 136 (2011-175) — published LW 3 March 2011

James Hardie Former Subsidiaries (Winding up and Administration) Amendment Act 2009 No 116 (2011-120)
— published LW 3 March 2011

Protected Disclosures Amendment (Public Interest Disclosures) Act 2010 No 84 (2011-121) —
published LW 3 March 2011

Superannuation Legislation Amendment (Family Law) Act 2003 No 77 (2011-122) —
published LW 3 March 2011

Waste Recycling and Processing Corporation (Authorised Transaction) Act 2010 No 8 (2011-123) —
published LW 3 March 2011

Water Management Amendment Act 2008 No 73 (2011-145) — published LW 3 March 2011

Water Management Amendment Act 2010 No 133 (2011-146) — published LW 3 March 2011

Regulations and other statutory instruments

Animal Diseases (Emergency Outbreaks) Amendment (Prescribed Persons) Regulation 2011 (2011-124) —
published LW 3 March 2011

Assisted Reproductive Technology Amendment Regulation 2011 (2011-117) — published LW 2 March 2011

Building and Construction Industry Long Service Payments Amendment Regulation 2011 (2011-125) —
published LW 3 March 2011

Child Protection (Offenders Registration) Amendment Regulation 2011 (2011-161) —
published LW 3 March 2011

Civil Procedure Amendment (Excluded Proceedings) Regulation 2011 (2011-126) — published LW 3 March 2011

Coastal Protection Regulation 2011 (2011-127) — published LW 3 March 2011

Commission for Children and Young People Amendment Regulation 2011 (2011-162) — published LW 3 March 2011

Corporations (Commonwealth Powers) (Reference Period Extension) Proclamation 2011 (2011-128) — published LW 3 March 2011

Crown Lands (General Reserves) Amendment (Sustainable Burials) By-law 2011 (2011-147) — published LW 3 March 2011

Election Funding and Disclosures Amendment Regulation 2011 (2011-129) — published LW 3 March 2011

Electricity Supply (General) Amendment Regulation 2011 (2011-163) — published LW 3 March 2011

Energy Services Corporations Amendment (Change of Name) Regulation 2011 (2011-105) — published LW 2 March 2011

Fisheries Management Legislation Amendment Regulation 2011 (2011-148) — published LW 3 March 2011

Gas Supply (Safety and Network Management) Amendment (Safe Gas Supply) Regulation 2011 (2011-149) — published LW 3 March 2011

Government Information (Public Access) Amendment (Subsidiary Agencies) Regulation 2011 (2011-171) — published LW 3 March 2011

Health Services Amendment (Local Health Network Areas) Order 2011 (2011-130) — published LW 3 March 2011

Health Services Amendment (Local Health Network Areas) Regulation 2011 (2011-131) — published LW 3 March 2011

Local Government (General) Amendment (Minimum Rates) Regulation 2011 (2011-172) — published LW 3 March 2011

Marine Safety (General) Amendment Regulation 2011 (2011-132) — published LW 3 March 2011

Nation Building and Jobs Plan (State Infrastructure Delivery) Amendment (Planning Legislation) Regulation 2011 (2011-133) — published LW 3 March 2011

Native Vegetation Amendment (Assessment Methodology) Regulation 2011 (2011-150) — published LW 3 March 2011

Parliamentary Contributory Superannuation Amendment (Family Law) Regulation 2011 (2011-134) — published LW 3 March 2011

Parliamentary Electorates and Elections Amendment Regulation 2011 (2011-135) — published LW 3 March 2011

Police Amendment (Sergeants Reserve Promotion List) Regulation 2011 (2011-136) — published LW 3 March 2011

Ports and Maritime Administration Amendment Regulation 2011 (2011-137) — published LW 3 March 2011

Privacy and Personal Information Protection Amendment Regulation 2011 (2011-138) — published LW 3 March 2011

Protection of the Environment Operations (Waste) Amendment (Australian Packaging Covenant) Regulation 2011 (2011-151) — published LW 3 March 2011

Public Authorities (Financial Arrangements) Amendment (Landcom) Regulation 2011 (2011-164) — published LW 3 March 2011

Public Finance and Audit Amendment (Energy Services Corporations) Regulation 2011 (2011-115) — published LW 2 March 2011

Public Finance and Audit Amendment (Fire and Rescue NSW) Proclamation 2011 (2011-139) — published LW 3 March 2011

Public Finance and Audit Amendment (Illawarra Health and Medical Research Institute Limited) Regulation 2011 (2011-173) — published LW 3 March 2011

Public Health Legislation Amendment (Fees) Regulation 2011 (2011-140) — published LW 3 March 2011

Public Holidays Amendment (Lismore City Council) Order 2011 (2011-106) — published LW 2 March 2011

Road Transport (General) Amendment (Heavy Vehicle) Regulation 2011 (2011-176) — published LW 3 March 2011

Road Transport (General) Amendment (Tracked Vehicles) Regulation 2011 (2011-165) — published LW 3 March 2011

Road Transport (Safety and Traffic Management) Amendment (Tracked Vehicles) Regulation 2011 (2011-166) — published LW 3 March 2011

Road Transport (Vehicle Registration) Amendment (Tracked Vehicles) Regulation 2011 (2011-167) — published LW 3 March 2011

State Authorities Non-contributory Superannuation Amendment (Waste Recycling and Processing Corporation) Order 2011 (2011-141) — published LW 3 March 2011

State Authorities Superannuation Amendment (Waste Recycling and Processing Corporation) Order 2011 (2011-142) — published LW 3 March 2011

Superannuation Amendment (Waste Recycling and Processing Corporation) Order 2011 (2011-143) — published LW 3 March 2011

Swimming Pools Amendment Regulation 2011 (2011-174) — published LW 3 March 2011

Unlawful Gambling Regulation 2011 (2011-168) — published LW 3 March 2011

Victims Support and Rehabilitation Amendment (Compensation Levy) Regulation 2011 (2011-144) — published LW 3 March 2011

Water Management (Application of Act to Bega and Brogo Rivers Water Sources) Proclamation 2011 (2011-152) — published LW 3 March 2011

Water Management (Application of Act to Greater Metropolitan Region Water Sources) Proclamation 2011 (2011-153) — published LW 3 March 2011

Water Management (General) Amendment (Bega and Brogo Rivers Water Sharing Plan) Regulation 2011 (2011-154) — published LW 3 March 2011

Water Management (General) Amendment (Greater Metropolitan Region Water Sharing Plans) Regulation 2011 (2011-155) — published LW 3 March 2011

Water Management (General) Amendment (Metering Equipment) Regulation 2011 (2011-156) — published LW 3 March 2011

Water Management (Water Bores for Domestic Consumption and Stock Watering) Proclamation 2011 (2011-104) — published LW 28 February 2011

Water Sharing Plan for the Bega and Brogo Rivers Area Regulated, Unregulated and Alluvial Water Sources 2011 (2011-110) — published LW 2 March 2011

Water Sharing Plan for the Coopers Creek Water Source Amendment Order 2011 (2011-114) — published LW 2 March 2011

Water Sharing Plan for the Greater Metropolitan Region Groundwater Sources 2011 (2011-111) — published LW 2 March 2011

Water Sharing Plan for the Greater Metropolitan Region Unregulated River Water Sources 2011 (2011-112) — published LW 2 March 2011

Workers Compensation Amendment (Latest Index Number) Regulation 2011 (2011-169) — published LW 3 March 2011

Environmental Planning Instruments

Albury Local Environmental Plan 2010 (Amendment No 1) (2011-158) — published LW 3 March 2011

Albury Local Environmental Plan 2010 (Amendment No 2) (2011-159) — published LW 3 March 2011

Albury Local Environmental Plan 2010 (Amendment No 3) (2011-160) — published LW 3 March 2011

Baulkham Hills Local Environmental Plan 2005 (Amendment No 20) (2011-170) —
published LW 3 March 2011

Environmental Planning and Assessment Amendment (Marrickville Local Environmental Plan 2001) Order
2011 (2011-178) — published LW 4 March 2011

Environmental Planning and Assessment Amendment (State Environmental Planning Policy No 55—
Remediation of Land) Order 2011 (2011-113) — published LW 2 March 2011

Environmental Planning and Assessment Amendment (Tweed Local Environmental Plan 2000) Order 2011
(2011-157) — published LW 3 March 2011

Port Stephens Local Environmental Plan 2000 (Amendment No 32) (2011-107) — published LW 2 March 2011

State Environmental Planning Policy Amendment (Site Compatibility Certificates) 2011 (2011-116) —
published LW 2 March 2011

State Environmental Planning Policy (Sydney Harbour Catchment) Amendment (Subdivision) 2011 (2011-177)
— published LW 3 March 2011

Tumut Local Environmental Plan 1990 (Amendment No 36) (2011-108) — published LW 2 March 2011

Woollahra Local Environmental Plan 1995 (Amendment No 70) (2011-109) — published LW 2 March 2011

OFFICIAL NOTICES**Appointments****HISTORIC HOUSES ACT 1980**

Communities NSW

Historic Houses Trust of New South Wales
Appointment of Trustees

HER Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to section 6 of the Historic Houses Act 1980, the appointment of the following persons as trustees of the Historic Houses Trust of New South Wales from the date indicated below to 31 December 2013 (inclusive):

- (i) Associate Professor Grace KARSKENS (re-appointment, from 2 March 2011).
- (ii) Mr Peter TONKIN (re-appointment, from 2 March 2011).
- (iii) Mr Craig ALLCHIN (new appointment, from 2 March 2011).
- (iv) Mr Roderick SIMPSON (new appointment, from 1 January 2011).

The Hon. VIRGINIA JUDGE, M.P.,
Minister for the Arts

MUSEUM OF APPLIED ARTS AND SCIENCES ACT 1945

Communities NSW

Museum of Applied Arts and Sciences
Appointment of Trustees

HER Excellency the Governor, with the advice of the Executive Council, has approved, pursuant to section 4 of the Museum of Applied Arts and Sciences Act 1945, the following persons being appointed as trustees of the Museum of Applied Arts and Sciences from 2 March 2011 to 31 December 2013 (inclusive):

- (i) Mr Shaughn MORGAN, pursuant to section 8(1) (new appointment).
- (ii) Ms Judith WHEELDON, AM, pursuant to section 4(2)(b) (re-appointment).
- (iii) Ms Helen SHAM HO (new appointment).

The Hon. VIRGINIA JUDGE, M.P.,
Minister for the Arts

Department of Industry and Investment

FISHERIES MANAGEMENT ACT 1994

Fisheries Management (Aquaculture) Regulation 2007
Notification under Clause 33 (4)

Proposed Tender of Aquaculture Leases in
Various Estuaries of NSW

INDUSTRY & INVESTMENT NSW (I&I NSW) is offering by public tender six (6) areas of public water land in various estuaries in NSW, for the purpose of oyster aquaculture.

<i>Lease No.</i>	<i>Lease Area (ha)</i>	<i>Estuary / Location</i>	<i>OISAS status</i>	<i>GIS survey available</i>
OL65/173	2.3552	Nambucca River	POAA	Yes
OL91/024	2.0484	Macleay River	POAA	Yes
OL76/217	4.2002	Manning River	POAA	Yes
AL07/010	0.2001	Port Stephens	POAA	Yes
AL07/011	0.2114	Port Stephens	POAA	Yes
OL79/090	0.9395	Hawkesbury River	POAA	Yes

All tenders must be marked 'Confidential' and submitted to: Tender Box, Port Stephens Fisheries Institute, Locked Bag 1, Nelson Bay NSW 2315. A completed application form must be submitted for each lease tendered for. Tenders must be received at this address no later than 4:30 pm on Friday, 8 April 2011.

Any lease granted as a result of the tender will be subject to standard covenants and conditions of an aquaculture lease and aquaculture permit as prescribed under the Fisheries Management Act 1994, including payment of prescribed annual fees and charges. Lease rent is charged annually, currently at \$49 per hectare (excl. GST), which is subject to an annual Consumer Price Index adjustment. Tenure of a lease will be up to 15 years.

Leases will be tendered "as is" condition. Any existing improvements have not been valued and will become the responsibility of the leaseholder. A 'Request for Tender', which details the Terms and Conditions and other relevant information, can be obtained by contacting an Aquaculture Officer at the Port Stephens Fisheries Institute on (02) 4982 1232 or by visiting the department's website at www.dpi.nsw.gov.au/fisheries/aquaculture.

BILL TALBOT
Director, Fisheries Conservation & Aquaculture
NSW Department of Primary Industries

FISHERIES MANAGEMENT ACT 1994

Section 8 Notification – Urgent Fishing Closure
Ocean Waters Adjacent to Iluka, Northern NSW

I, PAUL O'CONNOR, Principal Director, Fisheries & Compliance, with the delegated authority of the Minister for Primary Industries and the Director-General of the Department of Industry and Investment pursuant to sections 227 and 228 of the Fisheries Management Act 1994 ("the Act") and pursuant to section 8 of the Act, prohibit the taking of all species of fish, by all endorsement holders in the Ocean Trawl Fishery, by the method of fishing specified in Column 1 of the Schedule to this notification, from the waters described opposite in Column 2 of that Schedule.

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
<i>Method</i>	<i>Waters</i>
Otter trawl net (prawns), unless under the direct supervision of an employee of Industry and Investment NSW for the purpose of undertaking trials to determine the abundance of juvenile mullocky and early revocation of this fishing closure.	Ocean Waters adjacent to Iluka The whole of the waters within the area bounded by a line commencing at the intersection of the mean high water mark and 29°18.900'S, then due east to 29°18.900'S and 153°22.600'E, then due south to 29°21.700'S and 153°22.600'E (the north eastern most point of Woody Head), then along the mean high water mark (generally west then north) to the point of commencement

In this Schedule, latitude and longitude coordinates are in WGS84 datum.

In this fishing closure, "Ocean Trawl Fishery" means the share management fishery of that name, as described in Schedule 1 to the Act.

The provisions of this fishing closure have effect despite any provisions of the Fisheries Management (Ocean Trawl Share Management Plan) Regulation 2006.

This fishing closure is effective immediately until 8 April 2011, unless sooner amended or revoked.

Note: The purpose of this fishing closure is to deal with high levels of bycatch for the purpose of protecting juvenile mullocky (*Argyrosomus japonicus*).

Dated this 4th day of March 2011.

PAUL O'CONNOR,
Principal Director, Fisheries and Compliance,
Department of Industry and Investment

MINERAL RESOURCES

NOTICE is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(T11-0072)

No. 4193, John Douglas ELLIOT and Peter Roy OVERALL, area of 38 units, for Group 1, dated 3 March 2011. (Orange Mining Division).

(T11-0073)

No. 4194, ZODIAC RESOURCES PTY LTD (ACN 147 515 839), area of 15 units, for Group 1, dated 7 March 2011. (Orange Mining Division).

MINING LEASE APPLICATION

(T11-0001)

No. 397, COAL & ALLIED OPERATIONS PTY LTD (ACN 000 023 656), area of about 149.2 hectares, to mine for coal, dated 2 March 2011. (Singleton Mining Division).

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

NOTICE is given that the following applications have been granted:

EXPLORATION LICENCE APPLICATIONS

(T10-0115)

No. 3984, now Exploration Licence No. 7698, TELLUS RESOURCES LTD (ACN 144 733 595), County of Gloucester, Map Sheet (9233, 9234), area of 29 units, for Group 1, dated 4 February 2011, for a term until 4 February 2013.

(T10-0200)

No. 4067, now Exploration Licence No. 7714, P.G.M. MANAGEMENT PTY. LTD. (ACN 004 933 055), Counties of Robinson and Yanda, Map Sheet (7935, 8035), area of 57 units, for Group 1, dated 23 February 2011, for a term until 23 February 2013.

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

NOTICE is given that the following application has been withdrawn:

MINING LEASE APPLICATION

(04-0564)

Sydney No. 246, OMYA AUSTRALIA PTY LIMITED (ACN 001 682 533), Parish of Childowla, County of Harden and Parish of Talmo, County of Harden, (8628-3-S). Withdrawal took effect on 6 March 2011.

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

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

(07-1395)

Exploration Licence No. 1590, BARRICK (COWAL) LIMITED (ACN 007 857 598) and AURIONGOLD EXPLORATION PTY LIMITED (ACN 067 813 932), area of 24 units. Application for renewal received 8 March 2011.

(07-1228)

Exploration Licence No. 4232, AUSMINDEX PTY LIMITED (ACN 003 287 634) and ALLEGIANCE MINING OPERATIONS PTY LTD (ACN 066 454 457), area of 5 units. Application for renewal received 7 March 2011.

(07-1229)

Exploration Licence No. 4458, AUSMINDEX PTY LIMITED (ACN 003 287 634) and ALLEGIANCE MINING OPERATIONS PTY LTD (ACN 066 454 457), area of 4 units. Application for renewal received 7 March 2011.

(T00-0185)

Exploration Licence No. 5830, ALKANE RESOURCES LTD (ACN 000 689 216), area of 4 units. Application for renewal received 4 March 2011.

(T11-1042)

Exploration Licence No. 6389, AUSTRALIA ORIENTAL MINERALS NL (ACN 010 126 708), area of 9 units. Application for renewal received 5 March 2011.

(04-0644)

Exploration Licence No. 6391, GOLDEN CROSS OPERATIONS PTY. LTD. (ACN 050 212 827), area of 33 units. Application for renewal received 7 March 2011.

(04-0648)

Exploration Licence No. 6401, PEAK GOLD MINES PTY LTD (ACN 001 533 777), area of 26 units. Application for renewal received 4 March 2011.

(05-0155)

Exploration Licence No. 6521, RENISON COAL PTY LTD (ACN 100 163 942), area of 127 square kilometres. Application for renewal received 8 March 2011.

(06-0081)

Exploration Licence No. 6731, OROYA MINING LIMITED (ACN 009 146 794), area of 28 units. Application for renewal received 3 March 2011.

(04-2200)

Exploration Licence No. 7123, CHARBON COAL PTY LIMITED (ACN 064 237 118) and SK ENERGY AUSTRALIA PTY LTD (ACN 003 964 225), area of 324 hectares. Application for renewal received 4 March 2011.

(T08-0240)

Exploration Licence No. 7320, GOLDEN CROSS OPERATIONS PTY. LTD. (ACN 050 212 827), area of 39 units. Application for renewal received 6 March 2011.

(T09-0034)

Exploration Licence No. 7335, NEW SOUTH RESOURCES LIMITED (ACN 119557416), area of 6 units. Application for renewal received 4 March 2011.

(05-0921)

Exploration (Prospecting) Licence No. 2364, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 1 units. Application for renewal received 4 March 2011.

(05-0923)

Exploration (Prospecting) Licence No. 3365, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 2 units. Application for renewal received 4 March 2011.

(05-0924)

Exploration (Prospecting) Licence No. 3661, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 1 units. Application for renewal received 4 March 2011.

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

RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(C96-1007)

Exploration Licence No. 5291, COAL & ALLIED OPERATIONS PTY LTD (ACN 000 023 656), Counties of Durham, Hunter and Northumberland, Map Sheet (9132, 9133), area of 3758 hectares, for a further term until 23 September 2012. Renewal effective on and from 24 January 2011.

(07-4790)

Exploration Licence No. 5339, PMR1 PTY LTD (ACN 145 210 528), Counties of Clarke and Sandon, Map Sheet (9336), area of 5 units, for a further term until 29 January 2012. Renewal effective on and from 4 February 2011.

(06-4093)

Exploration Licence No. 6658, NEW SOUTH RESOURCES LIMITED (ACN 119 557 416), County of Clarendon, Map Sheet (8428), area of 11 units, for a further term until 5 November 2012. Renewal effective on and from 3 March 2011.

(07-0082)

Exploration Licence No. 6925, IRONBARK ZINC LIMITED (ACN 118 751 027), County of Beresford, Map Sheet (8725), area of 20 units, for a further term until 31 October 2011. Renewal effective on and from 1 November 2010.

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

PLANT DISEASES ACT 1924

Revocation of Notification

I, SATENDRA KUMAR, Director Plant Biosecurity of the Department of Industry and Investment, in pursuance of sections 3(2), 3A, and 6 of the Plant Diseases Act 1924 (“the Act”), hereby revoke Plant Diseases (Myrtle Rust Quarantine Area) Notification 2010 No.2 published in NSW Government Gazette No. 104 of 18 August 2010 at pages 3893-3895 and any other notification revived as a result of this revocation.

Dated this 8th day of March 2011

SATENDRA KUMAR,
Director Plant Biosecurity
Department of Industry and Investment

Land and Property Management Authority

ARMIDALE OFFICE

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

Phone: (02) 6770 3100 Fax (02) 6771 5348

NOTIFICATION OF CLOSING OF ROAD

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

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

Description

Land District – Armidale; L.G.A. – Uralla

Road Closed: Lot 1, DP1157804 at Saumarez Ponds and Dumaresq, Parish Elton, County Sandon.

File No.: AE07 H 77.

Schedule

On closing, the land within Lot 1, DP 1157804 remains vested in the State of New South Wales as Crown Land.

Description

Land District – Armidale; L.G.A. – Guyra

Road Closed: Lot 9, DP 1159722 at Llangothlin, Parish Ryanda, County Clarke.

File No.: 10/04348.

Schedule

On closing, the land within Lot 9, DP 1159722 remains vested in the State of New South Wales as Crown Land.

GOULBURN OFFICE**159 Auburn Street (PO Box 748), Goulburn NSW 2580****Phone: (02) 4824 3700 Fax: (02) 4822 4287****PROPOSED REVOCATION OF DEDICATION OF CROWN LAND FOR A PUBLIC PURPOSE**

IT is intended, following the laying of a copy of this notification before each House of Parliament in the State of New South Wales in accordance with section 84 of the Crown Lands Act 1989, to revoke the dedication of Crown Land specified in Schedule 1 hereunder, to the extent specified in Schedule 2 with a view to dealing with the land as specified in Schedule 3.

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

SCHEDULE 1

Land District: Goulburn.	Local Government Area:
Dedication No.: 530041.	Goulburn Mulwaree
Public Purpose: Park.	Council.
Lot 4, DP No. 821758,	Notified: 20 January 1893.
Parish Goulburn,	Area: 4.419 hectares.
County Argyle.	
Lot 3, DP No. 821758,	
Parish Goulburn,	
County Argyle.	
File No.: GB85 R 27.	

SCHEDULE 2

The part being Lot 3, DP No. 821758, Parish Goulburn, County Argyle, of an area of 420 square metres.

SCHEDULE 3

If revocation of the Dedication over Lot 3, DP 821758 proceeds, it is the intention for Lot 3 to be added to R 83674 under the management of Tully Park Golf Course Trust.

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.

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

Description

*Parish – Murrimba; County – Camden;
Land District – Moss Vale;
L.G.A. – Wingecarribee Shire Council*

Lot 1, DP 1161209 (not being land under the Real Property Act).

File No.: GB07 H 3:BA.

Schedule

On closing, the title for the land in Lot 1, DP 1161209 remains vested in the State of New South Wales as Crown Land.

GRAFTON OFFICE
76 Victoria Street (PO Box 272), Grafton NSW 2460
Phone: (02) 6640 3400 Fax: (02) 6642 5375

NOTIFICATION OF CLOSING OF ROAD

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

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

Description

Land District – Murwillumbah; L.G.A. – Tweed

Road Closed: Lot 1, DP 1156202 at Bilambil Heights,
Parish Terranora, County Rous.

File No.: 08/10801.

Schedule

On closing, the land within Lot 1, DP 1156202 remains
vested in the State of New South Wales as Crown Land.

Description

Land District – Bellingen; L.G.A. – Coffs Harbour

Road Closed: Lot 1, DP 1160726 at North Boambee,
Parish Bonville, County Raleigh.

File No.: GF00 H 135.

Schedule

On closing, the land within Lot 1, DP 1160726 remains
vested in the State of New South Wales as Crown Land.

Description

Land District – Bellingen; L.G.A. – Bellingen

Road Closed: Lot 1, DP 1129681 at Bielsdown Hills,
Parish Bligh, County Fitzroy.

File No.: GF05 H 630.

Schedule

On closing, the land within Lot 1, DP 1129681 remains
vested in the State of New South Wales as Crown Land.

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

RESERVATION OF CROWN LAND

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Land District: Yanco.	Reserve No.: 1031688.
Local Government Area: Leeton Shire Council.	Public Purpose: Environmental protection and public recreation.
Locality: Yanco.	
Lot 20, DP No. 1044588, Parish Yarangery, County Cooper.	
Area: About 34.01 hectares.	
File No.: 11/02692.	

ESTABLISHMENT OF RESERVE TRUST

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Euroley (R1031688)	Reserve No.: 1031688.
Environmental Protection and Recreation Reserve Trust.	Public Purpose: Environmental protection and public recreation.
	Notified: This day.
	File No.: 11/02692.

**APPOINTMENT OF CORPORATION TO MANAGE
RESERVE TRUST**

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Lands Administration Ministerial Corporation.	Euroley (R1031688) Environmental Protection and Recreation Reserve Trust.	Reserve No.: 1031688. Public Purpose: Environmental protection and public recreation. Notified: This day. File No.: 11/02692.

For a term commencing the date of this notice.

HAY OFFICE
126 Lachlan Street (PO Box 182), Hay NSW 2711
Phone: (02) 6990 1800 Fax: (02) 6993 1135

DECLARATION OF LAND TO BE CROWN LAND

PURSUANT to section 138 of the Crown Lands Act 1989, the Minister for Lands declares the land described in the Schedule hereunder, to be Crown Land within the meaning of the Act.

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

SCHEDULE

Description

*Land District – Deniliquin;
Shire/Municipality/City – Murray
Parish – Moama (Town of Moama); County – Cadell*

Lot 2, DP1161146, being land in the name of Murray Shire Council and comprising land in Certificate of Title of Folio Identifier 2/1161146.

File No.: 10/00494.

ADDITION TO RESERVED CROWN LAND

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

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

SCHEDULE

Column 1

Land District: Deniliquin.
Shire/Municipality/City:
Murray.
Parish: Moama.
County: Cadell.
Locality: Moama.
Description: Lot 2,
DP 1161146.
Area: 289 square metres.
File No.: 10/00494.

Column 2

Reserve No.: 95699.
Public Purpose: Homes for
the aged.
Notified: 4 December 1981.

MAITLAND OFFICE**Corner Newcastle Road and Banks Street (PO Box 6), East Maitland NSW 2323****Phone: (02) 4937 9300****Fax: (02) 4934 2252****APPOINTMENT OF TRUST BOARD MEMBERS**

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
The person for the time being holding the office of Senior Manager, Land and Property Management Authority Hunter Area (ex-officio member). The person for the time being holding the office of Director City Strategy, Lake Macquarie City Council (ex-officio member). Richard HENRY (new member), Glenn James WRIXON (re-appointment), Boyd CARNEY (re-appointment), Greg WRIGHT (re-appointment), Peter Frederick MORRIS (re-appointment), Graham CLARKE (re-appointment).	Belmont Wetlands State Park Trust.	Reserve No.: 1011388. Public Purpose: Public recreation and coastal environmental protection, tourist facilities and services. Notified: 3 March 2006. File No.: 10/19590.

Term of Office

For a term commencing 3 March 2011 and expiring 2 September 2012.

ESTABLISHMENT OF RESERVE TRUST

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
The Former Morpeth Railway Station (R170167) Reserve Trust.	Reserve No.: 170167. Public Purpose: Government purposes. Notified: 1 December 1995. File No.: MD94 H 75.

APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Soil Conservation Commission of New South Wales.	The Former Morpeth Railway Station (R170167) Reserve Trust.	Reserve No.: 170167. Public Purpose: Government purposes. Notified: 1 December 1995. File No.: MD94 H 75.

For a term commencing the date of this notice.

NOTIFICATION OF CLOSING OF ROAD

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

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

Description

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

Road Closed: Lot 1, DP 1149021 at Belmont.

File No.: MD04 H 395.

Schedule

On closing, the land within Lot 1, DP 1149021 remains vested in Lake Macquarie City Council as operational land for the purposes of the Local Government Act 1993.

Council's Reference: F2004/10743.

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

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
The person for the time being holding the office of Chairperson, Wee Waa Rodeo Committee (ex-officio member).	Wee Waa Showground Trust.	Dedication No.: 560032. Public Purpose: Racecourse and showground. Notified: 22 July 1914. File No.: ME80 R 32.
The person for the time being holding the office of President, Wee Waa Show Society (ex-officio member).		
Jason John DIXON (new member),		
Brian David SCHWAGER (re-appointment),		
Bernard Michael Ernest MAXWELL (re-appointment),		
Philip Alfred LAWRENCE (re-appointment),		
Linda Jill SWEETMAN (re-appointment),		
Charles David HAMILTON (re-appointment),		
Bryan Frederick TURNER (re-appointment).		

Term of Office

For a term commencing 10 September 2009 and expiring 9 September 2014.

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

REVOCATION OF APPOINTMENT OF A RESERVE TRUST

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

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Zane Grey and Dickinson Park (R83225) Reserve Trust.	Part Reserve No. 83225 at Bermagui. Public Purpose: Public recreation. Notified 9 June 1961, being Lot 7042, DP 1057988, comprising part of the Zane Grey Tourist Park. File No.: 10/15157.

NOTIFICATION OF CLOSING OF ROAD

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

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

Description

*Parish – Cooma; County – Beresford;
Land District – Cooma;
Local Government Area – Snowy River*

Road Closed: Lot 1, DP 1159853 at Cooma.

File No.: GB05 H 436.

Schedule

On closing, the land within Lot 1, DP 1159853 remains vested in the State of New South Wales as Crown Land.

Description

*Parish – Pambula; County – Auckland;
Land District – Bega;
Local Government Area – Bega Valley*

Road Closed: Lot 2, DP 1161488 at Pambula.

File No.: 09/18746.

Schedule

On closing, the land within Lot 2, DP 1161488 remains vested in Bega Valley Shire Council as “operational land”.

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

ROADS ACT 1993

ORDER

Transfer of Crown Road to Council

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

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

SCHEDULE 1

*Parish – Three Brothers; County – Bathurst;
Land District – Bathurst*

Old Lachlan Road, that part between Three Brothers Road and Trunkey Road (variable width) extending from north of Lot 348, DP 750411 easterly to, and including, the road south Lot A, DP 159389 (including intersection).

SCHEDULE 2

Roads Authority: Blayney Shire Council.

LPMA File: 11/03074.

Council Reference: 271834.

NOTIFICATION OF CLOSING OF ROAD

IN pursuance of the provisions of the Roads Act 1993, the road hereunder described is closed and the land comprised therein ceases to be a public road and the rights of passage and access that previously existed in relation to the road are extinguished. On road closing, title to the land comprising the former public road vests in the body specified in the Schedule hereunder.

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

Description

Land District – Orange; L.G.A. – Bathurst Regional

Road Closed: Lots 2 and 3, DP 1155226 at Freemantle, Parish Freemantle, County Bathurst.

File Nos: 09/15612 and 0915613.

Schedule

On closing, the land within Lots 2 and 3, DP 1155226 remains vested in the State of New South Wales as Crown Land.

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

DISSOLUTION OF RESERVE TRUST

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

File No.: 10/08348.

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>
Little Ashton Park (R100252) Reserve Trust.	Reserve No.: 100252. Public Purpose: Public recreation. Notified: 20 January 1995.
Sir Henry (R1004330) Reserve Trust.	Reserve No.: 1004330. Public Purpose: Community purposes. Notified: 23 May 2003.
Mosman Park (D500470) Reserve Trust.	Dedication No.: 500470. Public Purpose: Public recreation. Notified: 1 September 1900.
Rawson Park (R1004608) Reserve Trust.	Reserve No.: 1004608. Public Purpose: Public recreation and environmental protection. Notified: 30 May 2003.
Harnett Park (R43962 and D500373) Reserve Trust.	Reserve No.: 43962. Public Purpose: Public recreation. Notified: 2 June 1909. Dedication No.: 500373. Public Purpose: Public recreation and roadway. Notified: 23 November 1934.
Sirius Park (R88829) Reserve Trust.	Reserve No.: 88829. Public Purpose: Public recreation. Notified: 26 January 1973.
Part Balmoral Park (R1004168) Reserve Trust.	Reserve No.: 1004168. Public Purpose: Community purposes. Notified: 20 December 2002.
Balmoral Park (R64664, D500226 and P500500).	Reserve No.: 64664. Public Purpose: Public recreation. Notified 20 July 1934. Dedication No.: 500226. Public Purpose: Public purposes. Notified: 3 May 1878. Public Park No.: 500500. Public Purpose: Public park. Notified: 22 January 1908.

Column 1

The Spit East Reserve (R1001353) Car Park Trust.

Chinamans Beach (R500316) Reserve Trust.

Parriwi Park (R41681) Reserve Trust.

Column 2

Reserve No.: 1001353.
Public Purpose: Public recreation, access and urban services.
Notified: 28 August 1998.

Dedication No.: 500316.
Public Purpose: Public recreation.
Notified: 19 September 1906.

Reserve No.: 41681.
Public Purpose: Public recreation.
Notified: 15 May 1907.

ESTABLISHMENT OF RESERVE TRUSTS

PURSUANT to section 92(1) of the Crown Lands Act 1989, the reserve trusts specified in Column 1 of the Schedules hereunder, are established under the names stated in that Column and are appointed as trustees of the reserves specified opposite thereto in Column 2 of the Schedules.

File No.: 10/08348.

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

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>
Mosman Foreshore Reserves Lands Trust.	Reserve No.: 41681. Public Purpose: Public recreation. Notified: 15 May 1907. Reserve No.: 1001353. Public Purpose: Public recreation, access and urban services. Notified: 28 August 1998. Dedication No.: 500316. Public Purpose: Public recreation. Notified: 19 September 1906. Public Park No.: 1002874. Public Purpose: Public recreation. Notified: 14 June 1911. Dedication No.: 500231. Public Purpose: Public recreation. Notified: 21 December 1923. Dedication No.: 500230. Public Purpose: Public recreation. Notified: 1 November 1929. Dedication No.: 500226. Public Purpose: Public purposes. Notified: 3 May 1878.

*Column 1**Column 2*

Reserve No.: 64664.
Public Purpose: Public recreation.
Notified: 20 July 1934.

Reserve No.: 64565.
Public Purpose: Public recreation.
Notified: 25 May 1934.

Reserve No.: 1004168.
Public Purpose: Community purposes.
Notified: 20 December 2002.

Reserve No.: 100184.
Public Purpose: Public recreation.
Notified: 12 May 1989.

Reserve No.: 63865.
Public Purpose: Access and public recreation.
Notified: 7 April 1933.

Reserve No.: 88829.
Public Purpose: Public recreation.
Notified: 26 January 1973.

Dedication No.: 500177.
Public Purpose: Public recreation.
Notified: 15 January 1886.

Reserve No.: 43962.
Public Purpose: Public recreation.
Notified: 2 June 1909.

Dedication No.: 500228.
Public Purpose: Public recreation.
Notified 28 January 1916.

Reserve No.: 40026.
Public Purpose: Public recreation.
Notified: 22 November 1905.

Reserve No.: 100025.
Public Purpose: Public recreation.
Notified: 20 February 1987.

Dedication No.: 500373.
Public Purpose: Public recreation and roadway.
Notified: 23 November 1934.

Public Park No.: 500500.
Public Purpose: Public park.
Notified: 22 January 1908.

SCHEDULE 2

Column 1

Mosman Sporting Fields
Reserves Lands Trust.

Column 2

Reserve No.: 1004608.
Public Purpose: Public recreation and environmental protection.
Notified: 30 May 2003.

*Column 1**Column 1*

Mosman Pocket Parks
Reserves Lands Trust.

Column 2

Dedication No.: 500470.
Public Purpose: Public recreation.
Notified: 1 September 1900.

Reserve No.: 1004330.
Public Purpose: Community purposes.
Notified: 23 May 2003.

SCHEDULE 3

Column 2

Reserve No.: 100252.
Public Purpose: Public recreation.
Notified: 20 January 1995.

Dedication No.: 500370.
Public Purpose: Public recreation.
Notified: 28 July 1900.

APPOINTMENT OF CORPORATION TO MANAGE RESERVE TRUST

PURSUANT to section 95 of the Crown Lands Act 1989, the corporation specified in Column 1 of the Schedules hereunder, is appointed to manage the affairs of the reserve trusts specified opposite thereto in Column 2, which are trustees of the reserves referred to in Column 3 of the Schedules.

File No.: 10/08348.

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

SCHEDULE 1

Column 1

Mosman Council.

Column 2

Mosman
Foreshore
Reserves
Lands Trust.

Column 3

Reserve No.: 41681.
Public Purpose: Public recreation.
Notified: 15 May 1907.

Reserve No.: 1001353.
Public Purpose: Public recreation, access and urban services.
Notified: 28 August 1998.

Dedication No.: 500316.
Public Purpose: Public recreation.
Notified: 19 September 1906.

Public Park No.: 1002874.
Public Purpose: Public recreation.
Notified: 14 June 1911.

Dedication No.: 500231.
Public Purpose: Public recreation.
Notified: 21 December 1923.

Dedication No.: 500230.
Public Purpose: Public recreation.
Notified: 1 November 1929.

Dedication No.: 500226.
Public Purpose: Public purposes.
Notified: 3 May 1878.

*Column 1**Column 2**Column 3*

Reserve No.: 64664.
Public Purpose: Public recreation.
Notified: 20 July 1934.

Reserve No.: 64565.
Public Purpose: Public recreation.
Notified: 25 May 1934.

Reserve No.: 1004168.
Public Purpose: Community purposes.
Notified: 20 December 2002.

Reserve No.: 100184.
Public Purpose: Public recreation.
Notified: 12 May 1989.

Reserve No.: 63865.
Public Purpose: Access and public recreation.
Notified: 7 April 1933.

Reserve No.: 88829.
Public Purpose: Public recreation.
Notified: 26 January 1973.

Dedication No.: 500177.
Public Purpose: Public recreation.
Notified: 15 January 1886.

Reserve No.: 43962.
Public Purpose: Public recreation.
Notified: 2 June 1909.

Dedication No.: 500228.
Public Purpose: Public recreation.
Notified: 28 January 1916.

Reserve No.: 40026.
Public Purpose: Public recreation.
Notified: 22 November 1905.

Reserve No.: 100025.
Public Purpose: Public recreation.
Notified: 20 February 1987.

Dedication No.: 500373.
Public Purpose: Public recreation and roadway.
Notified: 23 November 1934.

Public Park No.: 500500.
Public Purpose: Public park.
Notified: 22 January 1908.

For a term commencing the date of this notice.

SCHEDULE 2

*Column 1**Column 2**Column 3*

Mosman Council. Mosman Sporting Fields Reserves Lands Trust.

Reserve No.: 1004608.
Public Purpose: Public recreation and environmental protection.
Notified: 30 May 2003.

Dedication No.: 500470.
Public Purpose: Public recreation.
Notified: 1 September 1900.

Reserve No.: 1004330.
Public Purpose: Community purposes.
Notified: 23 May 2003.

For a term commencing the date of this notice.

SCHEDULE 3

*Column 1**Column 2**Column 3*

Mosman Council. Mosman Pocket Parks Reserves Lands Trust.

Reserve No.: 100252.
Public Purpose: Public recreation.
Notified: 20 January 1995.

Dedication No.: 500370.
Public Purpose: Public recreation.
Notified: 28 July 1900.

For a term commencing the date of this notice.

TAMWORTH OFFICE**25-27 Fitzroy Street (PO Box 535), Tamworth NSW 2340****Phone: (02) 6764 5100****Fax: (02) 6766 3805****NOTIFICATION OF CLOSING OF A ROAD**

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

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

Description

*Localities – Emerald Hill and Boggabri;
Land District – Gunnedah; L.G.A. – Gunnedah*

Road Closed: Lots 1 and 2 in Deposited Plan 1160899,
Parish Dubbleda, County Pottinger.

File No.: TH00 H 110.

Note: On closing, title to the land comprised in Lots 1 and 2 will remain vested in the State of New South Wales as Crown Land.

Description

*Locality – Blue Vale; Land District – Gunnedah;
L.G.A. – Gunnedah*

Road Closed: Lot 1 in Deposited Plan 1156016, Parish
Burburgate, County Nandewar.

File No.: TH05 H 392.

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

Description

*Locality – Upper Manilla; Land District – Tamworth;
L.G.A. – Tamworth Regional*

Road Closed: Lot 1 in Deposited Plan 1159008, Parish
Veness, County Darling.

File No.: TH05 H 316.

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

Description

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

Road Closed: Lot 1 in Deposited Plan 1158903, Parish
Baldwin, County Darling.

File No.: TH05 H 316.

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

APPOINTMENT OF TRUST BOARD MEMBER

PURSUANT to section 93 of the Crown Lands Act 1989, the persons whose name is specified in Column 1 of the Schedule hereunder, is appointed for the term of office specified, as a member of the trust board for the reserve trust specified opposite thereto in Column 2, which has been established and appointed as trustee of the reserve referred to opposite thereto in Column 3 of the Schedule.

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

SCHEDULE

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>
Deborah WARREN (new member).	Bowling Alley Point Recreation Reserve Trust.	Reserve No.: 96568. Public Purpose: Public recreation. Notified: 28 January 1983. Locality: Bowling Ally Point. File No.: TH89 R 16.

Term of Office

For a term commencing the date of this notice and expiring
12 June 2013.

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

ADDITION TO RESERVED CROWN LAND

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

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

SCHEDULE 1

<i>Column 1</i>	<i>Column 2</i>
Land District: Taree. Local Government Area: Great Lakes Council. Parish: Forster. County: Gloucester. Locality: Wallis Lake – Godwin Island. Lots 449-455, DP 704786. Area: 1.261 hectares. File Nos: 11/02660, 11/02659, 11/02657, 11/02658, 11/03243, 11/02664 and TE06 R 30.	Reserve No.: 1011970. Public Purpose: Access and public requirements, tourism purposes and environmental and heritage conservation. Notified: 28 July 2006.

SCHEDULE 2

<i>Column 1</i>	<i>Column 2</i>
Land District: Port Macquarie. Local Government Area: Port Macquarie-Hastings Council. Parish: Torrens. County: Macquarie. Locality: Riverside. Lot 127, DP 43989. Area: 1227 square metres. File Nos: 11/02655 and TE06 R 31.	Reserve No.: 1012028. Public Purpose: Access and public requirements, tourism purposes and environmental and heritage conservation. Notified: 4 August 2006.

Note: Existing reservations under the Crown Lands Act are not revoked.

WESTERN REGION OFFICE
45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830
Phone: (02) 6883 5400 Fax: (02) 6884 2067

GRANTING OF A WESTERN LANDS LEASE

IT is hereby notified that under the provisions of section 28A of the Western Lands Act 1901, the Western Lands Leases of the lands specified in the following Schedule have been granted to the undermentioned persons.

The leases are subject to the provisions of the Western Lands Act 1901 and the Regulations thereunder.

The land is to be used only for the purpose of Residence.

Initial rent will be \$100.00 per annum and re-assessed thereafter annually on 1st April of each year.

The Conditions and Reservations annexed to such leases are those Conditions published in the *New South Wales Government Gazette* of 20 March 2009, Folios 1416-1418.

All amounts due and payable to the Crown *must* be paid to the Land & Property Management Authority by the due date.

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

—
SCHEDULE

Administrative District – Walgett North; Shire – Walgett; Parish – Wallangulla/Mebea; County – Finch

WLL No.	Name of Lessee	File No.	Folio Identifier	Area (m2)	Term of Lease	
					From	To
WLL 16330	Kye ATKINS	09/11345	10/1063047 and 115/1057617	2568	9 March 2011	8 March 2031

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.

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

—
*Administrative District – Wilcannia;
Shire – Central Darling;
Parish – Wambah; County – Livingstone*

The purpose/conditions of Western Lands Lease 12528, being the land contained within Folio Identifiers 1/725313, 1628/763375 and 1629/763375 has been altered from “Garden (Vegetable)” to “Accommodation Paddock” effective from 4 March 2011.

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

The conditions previously annexed to Western Lands Lease 12528 have been revoked and the following conditions have been annexed thereto.

CONDITIONS ANNEXED TO WESTERN LAND LEASE 12528

- (1) In the conditions annexed to the lease, the expression “the minister” means the Minister administering the Western Lands Act 1901, and any power, authority, duty or function conferred or imposed upon the Minister by or under those conditions may be exercised or performed either by the Minister or by such officers of the Department of Lands as the Minister may from time to time approve.
- (2) In these conditions and reservations the expression “the commissioner” means the Commissioner charged with the administration of the Western Lands Act 1901 (“the Act”) in accordance with section 4(2) of the Act.
- (3) (a) For the purposes of this clause the term Lessor shall include Her Majesty the Queen Her Heirs and Successors the Minister and the agents servants employees and contractors of the Lessor Her Majesty Her Majesty’s Heirs and Successors and the Minister.
 (b) The lessee covenants with the Lessor to indemnify and keep indemnified the Lessor from and against all claims for injury loss or damage suffered by any person or body using or being in or upon the Premises or any adjoining land or premises of the Lessor arising out of the Holder’s use of the Premises and against all liabilities for costs charges and expenses incurred by the Lessor in respect of the claim of any such person or body except to the extent that any such claims and demands arise wholly from any negligence or wilful act or omission on the part of the Lessor.
 (c) The indemnity contained in this clause applies notwithstanding that this Lease authorised or required the lessee to undertake or perform the activity giving rise to any claim for injury loss or damage.
 (d) The lessee expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or sooner determination of this Lease in respect of any act deed matter or thing occurring before such expiration or determination.
- (4) The rent of the lease shall be assessed in accordance with Part 6 of the Western Lands Act 1901.

- (5) The rent shall be due and payable annually in advance on 1 July in each year.
- (6) (a) "GST" means any tax on goods and/or services, including any value-added tax, broad-based consumption tax or other similar tax introduced in Australia.
"GST law" includes any Act, order, ruling or regulation, which imposes or otherwise deals with the administration or imposition of a GST in Australia.
- (b) Notwithstanding any other provision of this Agreement:
- (i) If a GST applies to any supply made by either party under or in connection with this Agreement, the consideration provided or to be provided for that supply will be increased by an amount equal to the GST liability properly incurred by the party making the supply.
- (ii) If the imposition of a GST or any subsequent change in the GST law is accompanied by or undertaken in connection with the abolition of or reduction in any existing taxes, duties or statutory charges (in this clause "taxes"), the consideration payable by the recipient of the supply made under this Agreement will be reduced by the actual costs of the party making the supply that are reduced directly or indirectly as a consequence of the abolition of or reduction in taxes.
- (7) The lessee must pay all rates and taxes assessed on or in respect of the land leased during the currency of the lease.
- (8) The lessee must hold and use the land leased bona fide for the lessee's own exclusive benefit and shall not transfer, convey or assign the land or any portion thereof without having first obtained the written consent of the Minister.
- (9) The lessee must not enter into a sublease of the land leased unless the sublease specifies the purpose for which the land may be used under the sublease, and it is a purpose which is consistent with the purpose for which the land may be used under this lease.
- (10) If the lessee enters into a sublease of the land leased, the lessee must notify the Commissioner of the granting of the sublease within 28 days after it is granted.
- (11) The land leased shall be used only for the purpose of "Accommodation Paddock".
- (12) The lessee must maintain and keep in reasonable repair all improvements on the land leased during the currency of the lease and shall permit the Minister or the Commissioner or any person authorised by the Minister or the Commissioner at all times to enter upon and examine the whole or any part of the land leased and the buildings or other improvements thereon.
- (13) All minerals within the meaning of the Mining Act 1992, and all other metals, gemstones and semiprecious stones, which may be in, under or upon the land leased are reserved to the Crown and the lessee shall permit any person duly authorised in that behalf to enter upon the land leased and search, work, win and remove all or any minerals, metals, gemstones and semiprecious stones in, under or upon the land leased.
- (14) Mining operations may be carried on, upon and in the lands below the land leased and upon and in the lands adjoining the land leased and the lands below those lands and metals and minerals may be removed therefrom and the Crown and any lessee or lessees under any Mining Act or Acts shall not be subject to any proceedings by way of injunction or otherwise in respect of or be liable for any damage occasioned by the letting down, subsidence or lateral movement of the land leased or any part thereof or otherwise by reason of the following acts and matters, that is to say, by reason of the Crown or any person on behalf of the Crown or any lessee or lessees, having worked now or hereafter working any mines or having carried on or now or hereafter carrying in mining operations or having searched for, worked or removed or now hereafter searching for, working, winning or removing any metals or minerals under, in or from the lands lying beneath the land leased or any part thereof, or on, in, under or from any other lands situated laterally to the land leased or any part thereof or the lands lying beneath those lands, and whether on or below the surface of those other lands and by reason of those acts and matters or in the course thereof the Crown reserves the liberty and authority for the Crown, any person on behalf of the Crown and any lessee or lessees from time to time to let down without payment of any compensation any part of the land leased or of the surface thereof.
- (15) The lessee must comply with the provisions of the Local Government Act 1993, and of the ordinances made thereunder.
- (16) The lessee must not erect or permit any person to erect any buildings or extend any existing buildings on the land leased except in accordance with plans and specifications approved by the Council of the local Government area.
- (17) The lessee must ensure that the land leased is kept in a neat and tidy condition to the satisfaction of the Commissioner and not permit refuse to accumulate on the land.
- (18) Upon termination or forfeiture of the lease the Commissioner may direct that the former lessee shall remove any structure or material from the land at his own cost and without compensation. Where such a direction has been given the former lessee shall leave the land in a clean and tidy condition free from rubbish and debris.
- (19) Where the Crown has paid a contribution under section 217-219 of the Roads Act 1993 in respect of the land leased, the lessee must pay to the Crown the amount of that contribution within 3 months of being called upon to do so.
- (20) The lessee must pay to the Crown the proportional part of the costs of road construction as notified by the Land and Property Management Authority within 3 months of the date of gazettal of the granting.
- (21) The lessee shall, within 1 year from the date of commencement of the lease or such further period as the Commissioner may allow, enclose the land leased, either separately or conjointly with other lands held in the same interest, with a suitable fence to the satisfaction of the Commissioner.

- (22) The right is reserved to the public of free access to, and passage along, the bank of any watercourse adjoining the land leased and the lessee shall not obstruct access or passage by any member of the public to or along the bank.
- (23) The lessee must comply with the provisions of the Native Vegetation Act 2003 and any regulations made in pursuance of that Act.
- (24) Notwithstanding any other condition annexed to the lease, the lessee must, in removing timber for the purpose of building, fencing or firewood, comply with the routine agricultural management activities listed in the Native Vegetation Act 2003.
- (a) Between the banks of, and within strips at least 20 metres wide along each bank of, any creek or defined watercourse;
- (b) Not in contravention of section 21CA of the Soil Conservation Act 1938.

In addition to the foregoing requirements of this condition, the lessee must preserve on so much of the land leased as is not the subject of a clearing licence (where possible, in well distributed clumps or strips) not less than an average of 30 established trees per hectare, together with any other timber, vegetation cover or any regeneration thereof which may, from time to time, be determined by the Commissioner to be useful or necessary for soil conservation or erosion mitigation purposes or for shade and shelter.

- (25) The lessee must undertake any fuel management and/or provision of fire trail access in accordance with fire mitigation measures to the satisfaction of the NSW Rural Fire Service
- (26) The lessee must not overstock, or permit or allow to be overstocked, the land leased and the decision of the Commissioner as to what constitutes overstocking must be final and the lessee must comply with any directions of the Commissioner to prevent or discontinue overstocking.
- (27) The lessee must, if the Commissioner so directs, prevent the use by stock of any part of the land leased for such periods as the Commissioner considers necessary to permit of the natural reseedling and regeneration of vegetation and, for that purpose, the lessee must erect within the time appointed by the Commissioner such fencing as the Commissioner may consider necessary.
- (28) The lessee must, within such time as may be specified by the Commissioner take such steps and measures as the Commissioner must direct to destroy vermin and such animals and weeds as may, under any Act, from time to time be declared (by declaration covering the land leased) noxious animals and weeds during the currency of the lease to the satisfaction of the Commissioner.
- (29) The lessee must not remove or permit any person to remove gravel, stone, clay, shells or other material for the purpose of sale from the land leased unless the lessee or the person is the holder of a quarry license under regulations made under the Crown Lands Act 1989 or, in respect of land in State forest, unless the lessee or the person is a holder of a forest materials licence under the Forestry Act 1916, and has obtained the special authority of the Minister to operate on the land, but the lessee may, with the approval of the Commissioner, take from the land such gravel, stone, clay, shells or other material for building and other purposes upon the land as may be required by the lessees.
- (30) If the lessee is an Australian registered company than the following conditions must apply:
- I The Lessee will advise the Commissioner of the name, address and telephone of the Lessee's company secretary, that person being a person nominated as a representative of the company in respect of any dealings to be had with the company. The lessee agrees to advise the Commissioner of any changes in these details.
 - II Any change in the shareholding of the Lessee's company which alters its effective control of the lease from that previously known to the Commissioner must be deemed an assignment by the Lessee.
 - III Where any notice or other communication is required to be served or given or which may be convenient to be served or given under or in connection with this lease it must be sufficiently executed if it is signed by the company secretary.
 - IV A copy of the company's annual financial balance sheet or other financial statement which gives a true and fair view of the company's state of affairs as at the end of each financial year is to be submitted to the Commissioner upon request.

CROWN LANDS ACT 1989

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land and all
Interests therein (including any Native Title Rights and
Interests)

WITH the approval of Her Excellency the Governor, and pursuant to section 135 of the Crown Lands Act 1989, I, TONY KELLY, Minister for Lands, hereby acquire by compulsory process in accordance with the Land Acquisition (Just Terms Compensation) Act 1991, the land and all interests therein described in the schedule below, for the public purpose of "Government Purposes".

Dated at Sydney, this 2nd day of March 2011.

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

SCHEDULE

<i>Lot</i>	<i>Section</i>	<i>DP</i>	<i>Locality</i>
1	47	758463	Goombalie
5	47	758463	Goombalie
6	47	758463	Goombalie
9	47	758463	Goombalie
10	47	758463	Goombalie
1	38	758463	Goombalie
2	38	758463	Goombalie
3	38	758463	Goombalie
4	38	758463	Goombalie
5	38	758463	Goombalie
6	38	758463	Goombalie

<i>Lot</i>	<i>Section</i>	<i>DP</i>	<i>Locality</i>	<i>Lot</i>	<i>Section</i>	<i>DP</i>	<i>Locality</i>
7	38	758463	Goombalie	7	—	755597	Parish of Weelong
8	38	758463	Goombalie	4	—	757326	Parish of Cumbedore
9	38	758463	Goombalie	3	—	757326	Parish of Cumbedore
10	38	758463	Goombalie	2	—	751974	Parish of Cedia
11	—	45005	Wanaaring	1	—	753558	Parish of Goldson
1	11	1275	Louth	5	—	753901	Parish of Youngarignia
2	11	1275	Louth	2	—	753893	Parish of Tekaara
5	2	1275	Louth	6	—	753578	Parish of Sutherland
1	—	757326	Parish of Cumbedore	2	—	753871	Parish of Kilfera
7	—	755597	Parish of Weelong	1	—	757362	Parish of Tighalpa
4	—	757326	Parish of Cumbedore	22	—	757330	Parish of Dunlop
3	—	757326	Parish of Cumbedore	7	8	758205	Byrock
2	—	751974	Parish of Cedia	8	8	758205	Byrock
1	—	753558	Parish of Goldson	10	51	758144	Bourke
5	—	753901	Parish of Youngarignia	25	1	758093	Berawinnia
2	—	753893	Parish of Tekaara	1	16	758093	Berawinnia
6	—	753578	Parish of Sutherland	2	16	758093	Berawinnia
2	—	753871	Parish of Kilfera				
1	—	757362	Parish of Tighalpa				
22	—	757330	Parish of Dunlop				
7	8	758205	Byrock				
8	8	758205	Byrock				
10	51	758144	Bourke				
25	1	758093	Berawinnia				
1	16	758093	Berawinnia				
2	16	758093	Berawinnia				

NOTIFICATION OF VESTING OF LANDS IN A LOCAL GOVERNMENT AUTHORITY

SUBSEQUENT to the above declaration under section 138 of the Crown Lands Act 1989, of declaration of land to be Crown Land, pursuant to section 76 of the Crown Lands Act 1989, the lands specified in the Schedule 1 hereunder, are hereby vested, for an estate in fee simple, in the Local Government Authority specified in Schedule 2 hereunder. Minerals are reserved to the Crown.

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

SCHEDULE 1

<i>Lot</i>	<i>Section</i>	<i>DP</i>	<i>Locality</i>
11	—	45005	Wanaaring
1	11	1275	Louth
2	11	1275	Louth
5	2	1275	Louth
7	8	758205	Byrock
8	8	758205	Byrock
10	51	758144	Bourke

SCHEDULE 2

Bourke Shire Council.

ADDITION TO A WESTERN LANDS LEASE

IT is hereby notified that in pursuance of section 35C of the Western Lands Act 1901, the lands particularised hereunder has been added to the undermentioned Western Lands Leases.

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

SCHEDULE

L.G.A. — Bourke

Western Lands Lease: 5570.

Lessee: Brian Douglas BAMBRICK and Leanne Elizabeth BAMBRICK.

Land Added: Lot 2 in DP 751974 (FI 2/751974) of 16.19 hectares, Parish of Cedia, County of Culgoa.

DECLARATION OF LAND TO BE CROWN LAND

PURSUANT to section 138 of the Crown Lands Act 1989, the land described in the Schedule hereunder, is declared to be Crown Land within the meaning of that Act.

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

SCHEDULE

L.G.A. — Bourke

<i>Lot</i>	<i>Section</i>	<i>DP</i>	<i>Locality</i>
1	47	758463	Goombalie
5	47	758463	Goombalie
6	47	758463	Goombalie
9	47	758463	Goombalie
10	47	758463	Goombalie
1	38	758463	Goombalie
2	38	758463	Goombalie
3	38	758463	Goombalie
4	38	758463	Goombalie
5	38	758463	Goombalie
6	38	758463	Goombalie
7	38	758463	Goombalie
8	38	758463	Goombalie
9	38	758463	Goombalie
10	38	758463	Goombalie
11	—	45005	Wanaaring
1	11	1275	Louth
2	11	1275	Louth
5	2	1275	Louth
1	—	757326	Parish of Cumbedore

Description of Lease following Addition: Lot 3324 in DP 765580 (FI 3324/765580) and Lot 2 in DP 751974 (FI 2/751974) of 14,543 hectares, Parishes of Cedia and Coward, County of Culgoa.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 1016.

Lessee: TAMBO CONSTRUCTIONS PTY LIMITED.

Land Added: Lot 6 in DP 753578 (FI 6/753578) of 16.19 hectares, Parish of Sutherland, County of Gunderbooka.

Description of Lease following Addition: Lot 5786 in DP 768687 (FI 5786/768687), Lot 4661 in DP 45052 (FI 4661/45052) and Lot 6 in DP 753578 (FI 6/753578) of 5,609 hectares, Parishes of Sutherland and Fords Bridge, County of Gunderbooka.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 4933.

Lessee: Manuel Augusto Rodrigues FERNANDES.

Land Added: Allotments 1 and 2 in section 16, DP 758093 (FI 1 and 2/16/758093) and Allotment 25 in section 1, DP 758093 (FI 25/1/758093), in the Village of Berawinnia, of 3959 square metres, Parish of Berawinnia, County of Irrara.

Description of Lease following Addition: Lot 2885 in DP 765045 (FI 2885/765045), Allotments 1 and 2 in section 16, DP 758093 (FI 1 and 2/16/758093) and Allotment 25 in section 1, DP 758093 (FI 25/1/758093), in the Village of Berawinnia, of 496 hectares, Parish of Berawinnia, County of Irrara.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 1554.

Lessee: Colin Robert HOOD and Ann Robyn HOOD.

Land Added: Lot 5 in DP 753901 (FI 5/753901) of 8094 square metres, Parish of Youngarignia, County of Irrara.

Description of Lease following Addition: Lot 4670 in DP 768680 (FI 4670/768680), Lot 4671 in DP 767835 (FI 4671/767835), Lot 5779 in DP 768679 (FI 5779/768679) and Lot 5 in DP 753901 (FI 5/753901) of 5,492 hectares, Parish of Youngarignia, County of Irrara.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 4036.

Lessee: Rona Magdalene DAVIS.

Land Added: Allotments 1-10 in section 38, DP 758463 (FI 1 – 10/38/758463) and Allotments 1, 5, 6, 9 and 10 in section 47, DP 758463 (FI 1, 5, 6, 9 and 10/47/758463) in the Village of Gumbalie, of 3.035 hectares, Parish of Goombalie, County of Barrona.

Description of Lease following Addition: Lot 6457 in DP 769299 (FI 6457/769299), Allotments 1-10 in section 38, DP 758463 (FI 1 – 10/38/758463) and Allotments 1, 5, 6, 9 and 10 in section 47, DP 758463 (FI 1, 5, 6, 9 and 10/47/758463) in the Village of Gumbalie, of 9,143 hectares, Parish of Goombalie, County of Barrona.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 3492.

Lessee: HAYES PASTORAL CORPORATION PTY LIMITED.

Land Added: Lot 2 in DP 753893 (FI 2/753893) of 16.19 hectares, Parish of Tekara, County of Irrara.

Description of Lease following Addition: Lot 1296 in DP 762850 (FI 1296/762850) and Lot 2 in DP 753893 (FI 2/753893) of 4,035 hectares, Parishes of Tekara and Multagoona, County of Irrara.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 2920.

Lessee: Stuart Gregory LELIEVRE.

Land Added: Lot 7 in DP 755597 (FI 7/755597) of 16.19 hectares, Parish of Weelong, County of Rankin.

Description of Lease following Addition: Lot 15 in DP 755597 (FI 15/755597), Lot 19 in DP 755597 (FI 19/755597), Lot 973 in DP 762222 (FI 973/762222) and Lot 7 in DP 755597 (FI 7/755597) of 10,733 hectares, Parish of Weelong, County of Rankin.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 1233.

Lessee: KARBILL PTY LIMITED.

Land Added: Lot 1 in DP 753558 (FI 1/753558) of 16.19 hectares, Parish of Goldson, County of Gunderbooka.

Description of Lease following Addition: Lot 6344 in DP 769236 (FI 6344/769236), Lot 6343 in DP 769235 (FI 6343/769235), Lot 4676 in DP 767840 (FI 4676/767840) and Lot 1 in DP 753558 (FI 1/753558) of 4,734 hectares, Parishes of Goldson, Greig, Tresillian and Darling, County of Gunderbooka.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 2921.

Lessee: Stuart Gregory LELIEVRE.

Land Added: Lots 1, 3 and 4 in DP 757326 (FI 1, 3 and 4/757326) of 80.94 hectares, Parish of Cumbedore, County of Yanda.

Description of Lease following Addition: Lot 974 in DP 762223 (FI 974/762223) and Lots 1, 3 and 4 in DP 757326 (FI 1, 3 and 4/757326) of 9,783 hectares, Parishes of Cumbedore and Canpadore, County of Yanda.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 8327.

Lessee: David Winton FISHER.

Land Added: Lot 2 in DP 753871 (FI 2/753871) of 16.19 hectares, Parish of Kilfera, County of Irrara.

Description of Lease following Addition: Lot 3914 in DP 766387 (FI 3914/766387) and Lot 2 in DP 753871 (FI 2/753871) of 14,735 hectares, Parishes of Kilfera, Kenmare, Killowen and Moolort, County of Culgoa.

Effective Date of Addition: 11 March 2011.

Western Lands Lease: 2589.

Lessee: Graziano SIROL and Danica SIROL.

Land Added: Lot 22 in DP 757330 (FI 22/757330) of 24.28 hectares, Parish of Dunlop, County of Yanda.

Description of Lease following Addition: Lot 598 in DP 761562 (FI 598/761562) and Lot 22 in DP 757330 (FI 22/757330) of 17,527 hectares, Parishes of Dunlop and Gellabudda, County of Yanda.

Effective Date of Addition: 11 March 2011.

ERRATUM

IN the notification appearing in the *New South Wales Government Gazette* of 4 March 2011, Folio 1655, appearing under the heading "Granting of a Western Lands Lease", the WLL No. of Western Lands Lease 15131 should read "15132".

Western Lands Lease: 8849.

Lessee: Malcolm Alistair FRASER.

Land Added: Lot 1 in DP 757362 (FI 1/757362) of 259 hectares, Parish of Tigeralba, County of Yanda.

Description of Lease following Addition: Lot 5956 in DP 768838 (FI 5956/768838), Lot 5955 in DP 768837 (FI 5955/768837), Lot 5954 in DP 768836 (FI 5954/768836) and Lot 1 in DP 757362 (FI 1/757362) of 11,081 hectares, Parishes of Tigeralba and Tatiara, County of Yanda.

Effective Date of Addition: 11 March 2011.

OFFICE OF BIOFUELS
1 Prince Albert Road, Sydney NSW 2000
(GPO Box 15, Sydney NSW 2001)
Phone: (02) 9236 7655 Fax: (02) 9228 6629

BIOFUELS ACT 2007

Legislative Review

PURSUANT to s32 of the Biofuels Act 2007, a legislative review of the Act has commenced.

In accordance with the Terms of Reference for the review, submissions are sought from business and the community, including biofuels producers, volume sellers registered under the Act, fuel retailers associations, motoring organisations, and other stakeholder groups.

An Issues Paper is available for download from the website www.biofuels.nsw.gov.au or by writing to:

- The Biofuels Act Review
Office of Biofuels
Land and Property Management Authority
GPO Box 15
Sydney NSW 2001
- Fax: (02) 9228 6629
- Email: officeofbiofuels@lpma.nsw.gov.au

Submissions close on 8 April 2011.

Department of Planning

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

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

THE Minister administering the Environmental Planning and Assessment Act 1979 declares, with the approval of Her Excellency the Governor, that the land described in the Schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Environmental Planning and Assessment Act 1979.

Dated at Sydney this 14th day of July 2010

By Her Excellency's Command

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

SCHEDULE

All that piece or parcel of land situated in the Local Government Area of Camden, Parish of Cook, County of Cumberland being Lot 32 in Deposited Plan 1127208, Folio Identifier 32/1127208, property 206 Rickard Road, Leppington, said to be in the ownership of Cosma Kontista and Gladys Irene Kontista.

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

LAND ACQUISITION (JUST TERMS COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land for the purposes of the Environmental Planning and Assessment Act 1979

THE Minister administering the Environmental Planning and Assessment Act 1979, with the approval of Her Excellency the Governor, declares that:

- (i) the land described in Schedule 1 of this notice; and
- (ii) the interest defined in Schedule 2 of this notice in the land described in Schedule 3 of this notice,

is acquired by compulsory process under the provisions on the Land Acquisition (Just Terms Compensation) Act 1991, for the purposes of, and as authorised by, the Environmental Planning and Assessment Act 1979.

Dated at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

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

SCHEDULE 1

(Land)

All that piece or parcel of land situate at Eastern Creek in the Local Government Area of Blacktown, Parish of Melville, County of Cumberland and State of New South Wales, being that part of the land comprised within land transferred by deed dated 14.11.1856 in registered Book 51 No. 753 and deed dated 4.2.1865 in registered Book 91 No. 873, shown as Lot 18 in Deposited Plan 1157491, and said to be in the possession of the estates of Patrick Lindesay Crawford Shepherd and/or David Shepherd. Such land being located between Lot 302 of Deposited Plan 1133621 and Lot 8 of Deposited Plan 229769.

SCHEDULE 2

(Interest)

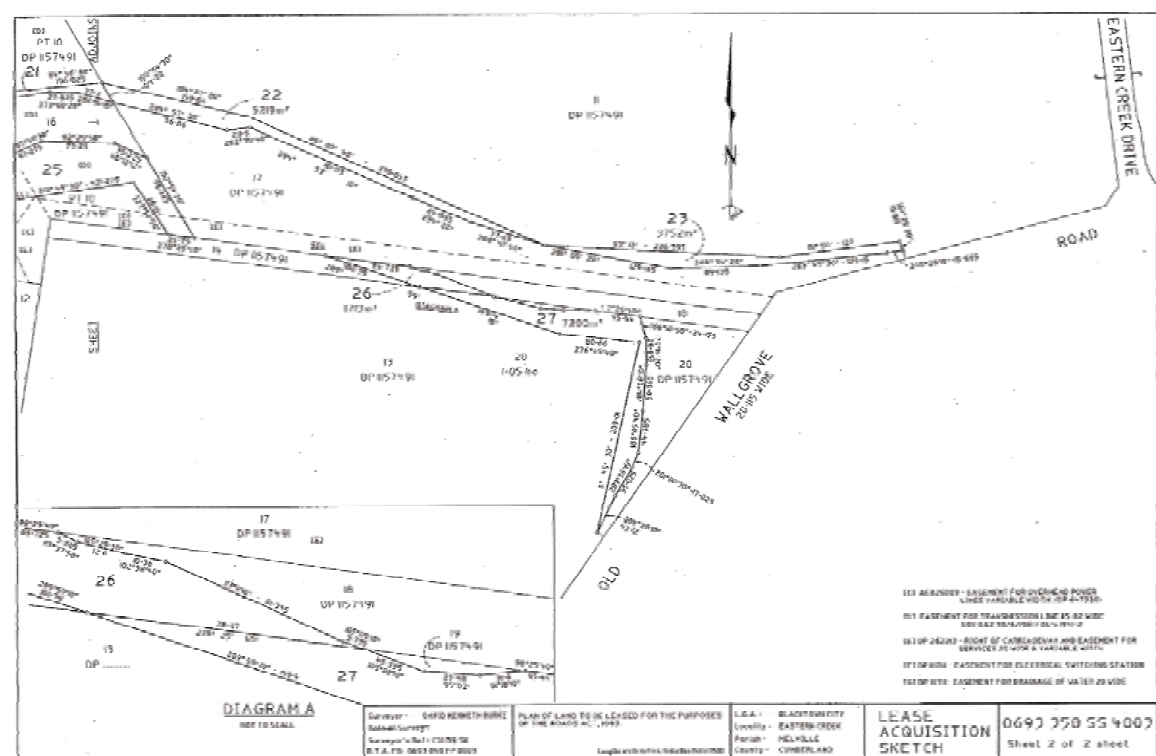
A lease on the terms set out in Memorandum AF875071 for a term specified in Memorandum AF875071 and commencing on the date specified in Memorandum AF875071. The Lease shall, in respect of the parcels of land described in Schedule 3, be between the registered proprietors of the parcels of land described in Schedule 3 (as lessors) and the Minister administering the Environmental Planning and Assessment Act 1979 (as lessee).

SCHEDULE 3

(Land)

All that piece or parcel of land situate at Eastern Creek in the Local Government Area of Blacktown, Parish of Melville, County of Cumberland and State of New South Wales, being that part of the land comprised within land transferred by deed dated 14.11.1856 in registered Book 51 No. 753 and deed dated 4.2.1865 in registered Book 91 No. 873, shown as Lot 26 in Lease Acquisition Sketch 0693 358 55 4003, attached in schedule 4, and said to be in the possession of the estates of Patrick Lindesay Crawford Shepherd and/or David Shepherd. Such land being located between Lot 302 of Deposited Plan 1133621 and Lot 8 of Deposited Plan 229769.

(Lease Acquisition Sketch 0693 358 55 4003)



ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

State Environmental Planning Policy (Major Development) 2005

NOTICE

I, the Minister for Planning, pursuant to clause 8(1A) of State Environmental Planning Policy (Major Development) 2005 (Major Development SEPP), hereby give notice that I have received a proposal that Schedule 3 of the Major Development SEPP be amended to add the site described in Schedule 1 of this Notice.

The Hon. Tony Kelly, M.L.C.,
Minister for Planning

Sydney, 2 March 2011.

SCHEDULE 1

The site known as the North Ryde Station Precinct, Ryde as generally shown edged heavy black on the map marked North Ryde Station Precinct – Cadastre, within the Local Government Area of Ryde.

North Ryde Station Precinct – Cadastre



Roads and Traffic Authority

ROAD TRANSPORT (GENERAL) ACT 2005

Revocation Order – Heavy Vehicle Driver Fatigue Exemptions

I, David Borger, Minister for Roads, pursuant to section 16 (2) of the Road Transport (General) Act 2005, make the following Order.

Dated this 28th day of February 2011.

DAVID BORGER, M.P.,
Minister for Roads

1. Citation

This Order is the Revocation (Heavy Vehicle Driver Fatigue Exemptions) Order 2011.

2. Commencement

This Order takes effect on the day it is published in the *New South Wales Government Gazette*.

3. Revocation of Heavy Vehicle Driver Fatigue Exemptions

Pursuant to section 16 (2) of the Road Transport (General) Act 2005, the following Orders are declared to be revoked:

- (a) Ministerial Exemption (Local Area Work Diary) Order 2009.
- (b) Ministerial Exemption (Primary Production Work Diary and Record Keeping) Order 2009.
- (c) Ministerial Exemption (Emergency Services Fatigue Management and Speeding Compliance) Order 2008.
- (d) Bus and Coach Industry Exemption Order 2008.
- (e) Regulated Heavy Vehicle Work Diary Exemption Order 2008.

Explanatory Notes:

This order revokes a number of Ministerial Exemption Orders whose provisions have been incorporated into the Road Transport (General) Regulation 2005 by the Road Transport (General) Amendment (Heavy Vehicles) Regulation 2011.

ROAD TRANSPORT (GENERAL) ACT 2005

Ministerial Exemption (Ballina High School) Order 2011

I, David Borger, M.P., Minister for Roads, pursuant to section 16 of the Road Transport (General) Act 2005, make the following Order.

Dated this 28th day of February 2011.

DAVID BORGER, M.P,
Minister for Roads

1 Citation

This Order is the Ministerial Exemption (Ballina High School) Order 2011.

2 Commencement

This Order takes effect on and from 4 March 2011.

3 Effect

This Order remains in force unless:

- (a) the registration of the Vehicle is surrendered, cancelled or transferred to a person other than the Registered Operator; or
- (b) the Order is revoked.

4 Declaration

The provisions of section 17E of the Road Transport (Vehicle Registration) Act 1997 do not apply to the vehicle.

5 Definitions

For the purposes of this Order the following terms have the meanings ascribed to them:

Registered Operator means Ballina High School;

The Vehicle means the International ACCO 6x6 Troop Carrier bearing chassis number ADE6X63545.

ROAD TRANSPORT (GENERAL) ACT 2005

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

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

Dated: 4 March 2011.

LOUISE KERR,
Manager,
Development Services,
Parramatta City Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as Parramatta City Council 25m B-Double Route Notice No. 01/2011.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

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

4. Application

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

5. Routes

<i>Type</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>	<i>Condition</i>
25.	South Street, Rydalmere.	Clyde Street, Rydalmere.	23 South Street.	No travel permitted between 3:00 p.m. and 7:00 p.m.

ROAD TRANSPORT (GENERAL) ACT 2005

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

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

Dated: 18 March 2011.

RUSS PIGG,
General Manager,
Shoalhaven City Council
(by delegation from the Minister for Roads)

SCHEDULE**1. Citation**

This Notice may be cited as Shoalhaven City Council 19 Metre B-Double Route Notice No. 1/2011.

2. Commencement

This Notice takes effect on the date of gazettal.

3. Effect

This Notice remains in force until 30th September 2011 unless it is amended or repealed earlier.

4. Application

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

5. Routes

<i>Type</i>	<i>Road No.</i>	<i>Road Name</i>	<i>Starting Point</i>	<i>Finishing Point</i>
19m.	7633.	Sussex Inlet Road.	HW1 Princes Highway.	Approx 200m west of Plover Close, Sussex Inlet.

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

Notice of Compulsory Acquisition of Land at Corrimal
in the Wollongong City Council area

THE Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993.

T D Craig

Manager, Compulsory Acquisition & Road Dedication
Roads and Traffic Authority of New South Wales

SCHEDULE

ALL that piece or parcel of Crown land situated in the Wollongong City Council area, Parish of Woonona and County of Camden, shown as Lot 35 Deposited Plan 804962, being part of the land in Corrimal Memorial Park as notified in Government Gazette No 5 of 12 January 1923, folio 127, Government Gazette No 29 of 6 March 1931, folio 992 and Government Gazette No 97 of 3 October 1958, folio 3065.

The land is said to be in the possession of the Crown and Wollongong City Council (Trustee).

(RTA Papers: 11M763; RO 497.11625)

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

Notice of Compulsory Acquisition of Land at Shortland
in the Newcastle City Council area

THE Roads and Traffic Authority of New South Wales by its delegate declares, with the approval of Her Excellency the Governor, that the land described in the schedule below is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Roads Act 1993.

T D Craig

Manager, Compulsory Acquisition & Road Dedication
Roads and Traffic Authority of New South Wales

SCHEDULE

ALL that piece or parcel of land situated in the Newcastle City Council area, Parish of Newcastle and County of Northumberland, shown as Lot 22 Deposited Plan 1149782 being part of the land in Certificate of Title 1/743021, excluding any existing easements from the compulsory acquisition of Lot 22.

The land is said to be in the possession of Jason Wu (registered proprietor) and National Australia Bank Limited (mortgagee).

(RTA Papers: 10M2228; RO 23/325.1471)

Office of Water

WATER ACT 1912

AN application for an authority under section 20 of Part 2, within a proclaimed (declared) local area under section 5 (4) of the Water Act 1912, has been received as follows:

Gwydir River Valley

Gundula RHOADES, Nicholas RHOADES, Alan SWAN and Elizabeth SWAN for a bywash dam and diversion pipe on an unnamed watercourse on Lot 84, DP 754840 and a bywash dam on Lot 3, DP 1107290 and a diversion channel on Lot 84, DP 7540840 and Lot 3, DP 1107290, all Parish Gum Flat, County Murchison, for irrigation of 100 hectares (replacing existing licence – no additional works) (Reference: 90SA011779) (GA1819471).

Any inquiries should be directed to (02) 6701 9620.

Written objections from any local occupier or statutory authority, specifying grounds and how their interests are affected, must be lodged with the NSW Office of Water, PO Box 550, Tamworth NSW 2340, within 28 days of this publication.

DAVID THOMAS,
Senior Licensing Officer

Other Notices

APPRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given that the Commissioner for Vocational Training has made Vocational Training Orders for the recognised traineeship vocations of:

- Business Services (Business)
- Business Services (Business Administration)
- Business Services (Business Sales)
- Business Services (Customer Contact)
- Business Services (Frontline Management)
- Business Services (Human Resources)
- Business Services (Legal Services)
- Business Services (Management)
- Business Services (Marketing)
- Business Services (Recordkeeping)
- Business Services (Small Business Management)
- Business Services (Unionism and Industrial Relations),

under section 6 of the Apprenticeship and Traineeship Act 2001.

The Orders specify a number of matters relating to the required training for these vocations, including the term/s of traineeship, probationary period/s, and course/s of study to be undertaken.

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

A copy of the Orders may be inspected at any State Training Services Regional Office of the Department of Education and Training or on the Internet at https://www.training.nsw.gov.au/cib_vto/cibs/cib_497.html

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation Pursuant to Section 72

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

Cancellation is effective as at the date of gazettal.

Tin City Heritage & Conservation Society Inc – Inc9887293

Broken Hill Sailing Club Inc – Y0423941

National Seniors Australia Pittwater Branch Incorporated – Y2638704

Marketing Women Incorporated – Y2717416

South East NSW Trees on Farms Incorporated – Y2851805

Tamworth Independent Artists Recognition Association Incorporated – Y2658108

Australian and New Zealand Academy of Management Incorporated – Y2384809

Goonellabah Senior Citizens Social Club Inc. – Y0549126

Nambucca Valley Neighbourhood Centre Inc – Y0934419

Guyra District Potato Growers Association Inc – Y0912923

Cobaki Broadwater Village Residents Association Incorporated – Inc9885151

Australian Chinese Community Memorial Garden Incorporated – Inc9885808

Sydney Pop Choir Incorporated – Inc9887471

Wingham Family History Group Incorporated – Y2496206

Dated 4th day of March 2011.

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

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration Pursuant to Section 80

TAKE notice that THE THORACIC SOCIETY OF AUSTRALIA & NEW ZEALAND INC became registered under the Corporations Act 2001 as a company limited by guarantee on 23 February 2011 and accordingly its registration under the Associations Incorporation Act 2009 is cancelled as of that date.

Dated 9th day of March 2011.

EMMA-JANE DAY,
NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation Pursuant to Section 76

TAKE notice that the incorporation of the following associations is cancelled by this notice pursuant to section 76 of the Associations Incorporation Act 2009.

Cancellation is effective as at the date of gazettal.

Bangladesh Awamileague Australia Incorporated – Inc9892681

Pen Link Incorporated – Inc9885335

Dated 4th day of March 2011.

KERRI GRANT,
Manager Legal,
Registry of Co-operatives and Associations,
Office of Fair Trading,
Department of Services, Technology & Administration

ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association Pursuant to Section 84

THE incorporation of ST. JOHNS EAGLES J.R.L.F.C. INCORPORATED (Y2748940), cancelled 18 September 2009, is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated 7th day of March 2011.

KERRI GRANT,
Manager, Legal,
Registry of Co-operatives and Associations,
NSW Fair Trading,
Department of Services, Technology & Administration

ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association Pursuant to
Section 84

THE incorporation of ST. JONAH'S RUSSIAN ORTHODOX SCHOOL INCORPORATED (Inc9875783) cancelled 4 April 2008 is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated 9th day of March 2011.

CHRISTINE GOWLAND,
General Manager,
Registry of Co-operatives & Associations,
NSW Fair Trading,
Department of Services, Technology & Administration

ASSOCIATIONS INCORPORATION ACT 2009

Reinstatement of Cancelled Association Pursuant to
Section 84

THE incorporation of KILLARA-WEST PYMBLE RUGBY UNION FOOTBALL CLUB INC (Y1369024) cancelled 20 March 2009 is reinstated pursuant to section 84 of the Associations Incorporation Act 2009.

Dated 9th day of March 2011.

CHRISTINE GOWLAND,
General Manager,
Registry of Co-operatives & Associations,
NSW Fair Trading,
Department of Services, Technology & Administration

CHILDREN (PROTECTION AND PARENTAL RESPONSIBILITY) ACT 1997

Safer Community Compact – Order

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

This Order takes effect on 31 December 2010 and remains in force until 30 December 2013.

Signed at Sydney this 23rd day of December 2010.

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

CHILDREN (PROTECTION AND PARENTAL RESPONSIBILITY) ACT 1997

Safer Community Compact – Order

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

This Order takes effect on 24 January 2011 and remains in force until 23 January 2014.

Signed at Sydney this 24th day of January 2011.

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

CO-OPERATIVES ACT 1992

Notice under Section 601AC of the Corporations Act 2001 as applied by Section 325 of the Co-Operatives Act 1992

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

Murawina Mt Druitt Co-operative Limited.

Dated this 3rd day of March 2011.

R. LUNNEY,
Delegate of the Registrar of Co-operatives

CO-OPERATIVES ACT 1992

Notice Under Section 601AB of the Corporations Act 2001 as applied by Section 325 of the Co-Operatives Act 1992

NOTICE is hereby given that the Co-operative mentioned below will be deregistered when two months have passed since the publication of this notice.

Codrington Harvesting Co-operative Ltd

Dated this 7th day of March 2011.

R. LUNNEY,
Delegate of the Registrar of Co-Operatives

DISTRICT COURT OF NEW SOUTH WALES

Direction

PURSUANT to section 173 of the District Court Act 1973, I direct that the District Court shall sit in its criminal jurisdiction at the place and time shown as follows:

Parramatta – 10.00am, 20 June 2011 (4 weeks)

Dated this 7th day of March 2011.

R. O. BLANCH,
Chief Judge

GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of section 10 of the Geographical Names Act 1966, the Geographical Names Board has this day assigned the name listed hereunder as a geographical name.

Assigned Name: Munmorah Summerland Point Lions Park

Designation: Reserve

L.G.A.: Wyong Shire Council

Parish: Wallarah

County: Northumberland

L.P.I. Map: Catherine Hill Bay

1:100,000 Map: Lake Macquarie 9231

Reference: GNB 5437

WARWICK WATKINS, AM,
Chairperson

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

LOCAL GOVERNMENT ACT 1993

Proclamation

I, Professor Marie Bashir, A.C., C.V.O., Governor of the State of New South Wales, with the advice of the Executive Council and in pursuance of section 397 (2) of the Local Government Act 1993, do hereby amend the proclamation in force constituting or varying the constitution of MidCoast County Council, established by virtue of a proclamation that appeared in *NSW Government Gazette* No. 47 on 2 May 1997, by varying the constitution, in the manner described in the schedule below.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency the Governor's Command,

BARBARA PERRY, M.P.,
Minister for Local Government

GOD SAVE THE QUEEN!

SCHEDULE

1. Amend the constitution to reflect that the constituent membership of the County Council encompasses the local government areas of Greater Taree City, Great Lakes, and Gloucester Shire.
2. Amend the constituent membership numbers of the County Council to three Councillors from each of the three member councils.
3. Amend the functions to include the words "and E" after "D" in paragraph 4.

Schedule E**1. Transfer of employees**

- a. Part 6 of Chapter 11 of the Local Government Act 1993 applies to the transfer of staff from Gloucester Shire Council to MidCoast County Council as a result of this Proclamation.

2. Assets, Rights, Liabilities and Obligations

- a. MidCoast County Council and Gloucester Shire Council shall, before 30 June 2011 agree between each other the assets, rights, liabilities and obligations relating to water supply and sewerage works, services and facilities that are to be transferred from Gloucester Shire Council to MidCoast County Council as a result of this Proclamation.
- b. Upon that agreement being reached as referred to in (a) above the assets, rights, liabilities and obligations shall be transferred from Gloucester Shire Council to MidCoast County Council on and from 1 July 2011.
- c. The Minister may, by notice in writing, confirm a transfer affected by this clause. Such notice is conclusive evidence of the transfer.
- d. The assets of Gloucester Shire Council transferred to MidCoast County Council by virtue of this clause vest in MidCoast County Council without need for any further conveyance, transfer, assignment or assurance.
- e. The rights and liabilities transferred from Gloucester Shire Council to MidCoast County Council by virtue of this clause become the rights and liabilities of MidCoast County Council.

- f. All proceedings relating to the assets, rights or liabilities commenced before the transfer by or against Gloucester Shire Council, and pending immediately before the transfer, are taken to be proceedings pending by or against MidCoast County Council.
- g. Any act, matter or thing done or omitted to be done in relation to the assets, rights or liabilities before the transfer by, to or in respect of Gloucester Shire Council (to the extent to which that act, matter or thing has any force or effect) is taken to have been done or omitted by, to or in respect of MidCoast County Council.
- h. Anything that was commenced by Gloucester Shire Council and uncompleted at the date of transfer in accordance with this clause may be completed by MidCoast County Council as if it had been commenced by MidCoast County Council. This includes but is not limited to any application for approval or consent under any Act.
- i. If Gloucester Shire Council and MidCoast County Council are unable to agree between each other the assets, rights, liabilities and obligations relating to water supply and sewerage works, services and facilities that are to be transferred from Gloucester Shire Council to MidCoast County Council as a result of this Proclamation, then either Gloucester Shire Council or MidCoast County Council or both may apply to the Minister to determine the assets, rights, liabilities and obligations relating to water supply and sewerage works, services and facilities that are to be transferred from Gloucester Shire Council to MidCoast County Council.
- j. In making a determination under (i) above the Minister may refer the matter to the Chief Executive of the Division of Local Government, Department of Premier and Cabinet, for advice and recommendation as appropriate.

NATIONAL PARKS AND WILDLIFE ACT 1974

Erratum

IN the notice published in the *NSW Government Gazette* dated 4 March 2011, folio 1686, reserving part of Lachlan Valley State Conservation Area, the LGA "Hillston" referred to in the Schedule is incorrect and should read "Carrathool"

Director-General,
Department of Environment,
Climate Change and Water

NATIONAL PARKS AND WILDLIFE ACT 1974

Erratum

IN the proclamation notice of addition to South East Forest National Park published in the *NSW Government Gazette* No. 24, folio 1689, dated 4 March 2011, the description in the Schedule should be amended to replace in line 5, 'about 15.2 hectares' with 'about 34 hectares'.

LISA CORBIN,
Director-General
Department of Environment,
Climate Change & Water

PRACTICE NOTE No. 2 OF 2011

Local Court of New South Wales

Issued: 7 March 2011

Forum Sentencing Programme

1. Introduction

- 1.1 This Practice Note revises and replaces Practice Note No. 5 of 2008, which is hereby withdrawn.
- 1.2 Forum sentencing is an additional sentencing option for Courts at the following locations:
 - Burwood / Balmain / Newtown
 - Campbelltown / Camden / Moss Vale / Picton
 - Liverpool / Fairfield
 - Tweed Heads / Murwillumbah / Byron Bay / Mullumbimby
 - Newcastle / Toronto/ Belmont / Raymond Terrace
 - Gosford / Wyong / Woy Woy
 - Parramatta / Ryde
 - Bankstown / Sutherland / Kogarah
 - Lismore / Ballina / Casino / Kyogle
 - Coffs Harbour / Grafton / Bellingen / Macksville / Maclean
 - Downing Centre / Central / Waverley

Additional Courts may be added from time to time.

- 1.3 The programme provides for the referral of offenders who have pleaded guilty or have been found guilty of offences and for whom there is a likelihood of a custodial sentence, to be referred to a Forum. At the Forum the offender and the victim or victims of the offence, the police and others affected by the offence are brought together with a Forum facilitator to discuss what happened, how people were affected by the offence and develop an Intervention Plan for the offender.
- 1.4 The eligibility criteria along with the aims of the programme are set out in Part 7 of the Criminal Procedure Regulation 2010.

2. Referrals for Suitability Assessment

- 2.1 Referrals may be made:
 - (a) By the Court on its own motion, or
 - (b) On application by the offender, their representative, or a prosecutor.
- 2.2 If eligible to participate, Court proceedings are to be adjourned for up to 2 weeks for the Forum Sentencing Program Administrator (the Administrator) to assess the offender's suitability.
- 2.3 During the adjournment for the suitability assessment, the Administrator will contact the victim/s to ascertain whether they wish to participate in a Forum.
- 2.4 The Registrar is to provide the Administrator with a statement of facts as approved by the Court and a copy of the offender's criminal history.

3. Forum Participation Order

- 3.1 If assessed suitable, the Magistrate will consider placement of the offender into the programme

by making a Forum Participation Order. Both the offender and the prosecutor may be heard. If not considered suitable, the matter will proceed through the ordinary court process.

- 3.2 The Court will adjourn the matter for no longer than 8 weeks.
- 3.3 The Court may order a pre-sentence report (if required). Subject to the consent of the offender, information obtained by Probation and Parole should be made available to the Forum facilitator.

4. Intervention Plans

- 4.1 The content of an Intervention Plan and participation at the Forum is a matter solely within the discretion of the Administrator and Forum facilitator. It may include attendances at the Forum, details of agreement reached at the Forum, and whether that agreement requires any further action on behalf of the offender that would require supervision by either the Administrator or Probation and Parole. It may also include a recommendation to the Court for an intervention order sentence or further matters to be considered, such as financial reparations, individual and group counselling, treatment programs or psychiatric treatment.
- 4.2 The Court may refer the Intervention Plan back to the Administrator for amendment. Amendments must be approved by the victim/s and offender or they will not be made. If so approved, the Administrator shall revise the agreement and report back to the Court within seven days.
- 4.3 No more than one referral to revise the Intervention Plan is permitted.
- 4.4 If the Intervention Plan is not approved and a revised Intervention Plan is not approved, sentencing will proceed in the ordinary manner.

5. On the adjournment date

- 5.1 If the Court is satisfied with the draft Intervention Plan, the Court may make an order approving the Intervention Plan.
- 5.2 Following approval of the Intervention Plan the Court may exercise the following options:
 - (a) Make a further order adjourning the proceedings pursuant to section 36A of the Bail Act 1978, or section 11 (1) (b2) of the Crimes (Sentencing Procedure) Act 1999 ('CSP Act'); or
 - (b) Proceed to sentence pursuant to sections 9, 10, or 12 of the CSP Act. Section 95A of the CSP Act may apply to sentences imposed under these provisions.
- 5.3 Successful completion of the Forum sentencing programme is a matter that may be taken into account by the Court upon sentence.
- 5.4 Where the Court makes an order in which an approved Intervention Plan is part of the sentence, the Court will specify who is to supervise the Intervention Plan and any other part of the order, and set time limits within which parts of the Intervention Plan are to be completed. If required, an order of the Court can be supervised by the Administrator, Probation and Parole, or both.

6. After sentencing

- 6.1 The Court is to be advised by the supervising party whether or not the Intervention Plan is satisfactorily completed.
- 6.2 In the event the Court is advised that the Intervention Plan has not been satisfactorily completed, the Court may:
- (a) Take no action;
 - (b) Issue a notice of call up; or
 - (c) Issue a warrant.
- 6.3 If the Intervention Plan is part of a sentence supervised only by Probation and Parole, breach action by Probation and Parole will be dealt with in the usual way.

Judge GRAEME HENSON,
Chief Magistrate

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

Notice of Compulsory Acquisition of Land for the
Purposes of the Rail Corporation New South Wales

RAIL CORPORATION NEW SOUTH WALES, with the approval of Her Excellency the Governor, declares that the land described in the Schedule 1 hereto is acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991, for the purposes of Rail Corporation New South Wales, as authorised by the Transport Administration Act 1988, being for rail facilities in connection with the Emu Plains Stabling Facility.

The Minister responsible for Rail Corporation New South Wales is satisfied that Rail Corporation New South Wales requires immediate vacant possession of the land described in the Schedule.

Dated this 2nd day of March 2011.

ROB MASON,
Chief Executive

SCHEDULE 1
(Land)

All that piece or parcel of land situate at Emu Plains in the Local Government Area of Penrith, Parish of Strathdon, County of Cook and State of New South Wales, being Lot 1 in DP 879523 and Lot 100 in DP 872514 having a total area of 34,570 square metres or thereabouts and said to be in the possession of Narex Australia International Pty Limited.

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, A.C.

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in ARGYLE COMMUNITY HOUSING LTD (ABN 88 002 761 855), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENCEZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED

by the

NEW SOUTH WALES LAND AND HOUSING CORPORATION

in

ARGYLE COMMUNITY HOUSING LTD (ABN 88 002 761 855)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under the Community Housing Asset Ownership Tender		
1	32 Harthouse Road, Ambarvale	Lot 3068 in DP 261624, Parish of St Peter, County Cumberland
2	2 Shetland Road, Blairmount	Lot 1 in DP 262729, Parish of St Peter, County Cumberland
3	43 Park Road, Bowral	Lot 18 in DP 36601, Parish of Mittagong, County Bowral
4	52 Park Road, Bowral	Lot 6 in DP 237337, Parish of Mittagong, County Bowral
5	59 Park Road, Bowral	Lot 4 in DP 237337, Parish of Mittagong, County Bowral
6	61 Park Road, Bowral	Lot 5 in DP 237337, Parish of Mittagong, County Bowral
7	8 Purcell Street, Bowral	Lot 6 in DP 251483, Parish of Mittagong, County Bowral
8	10 Purcell Street, Bowral	Lot 8 in DP 251483, Parish of Mittagong, County Bowral
9	12 Purcell Street, Bowral	Lot 10 in DP 237337, Parish of Mittagong, County Bowral
10	1 Retford Road, Bowral	Lot 10 in DP 237337, Parish of Mittagong, County Bowral
11	17 George Street, Campbelltown	Lot 20 in DP 240171, Parish of St Peter, County Cumberland
12	2 Raymond Avenue, Campbelltown	Lot 40 in DP 213178, Parish of St Peter, County Cumberland
13	4 Raymond Avenue, Campbelltown	Lot 41 in DP 213178, Parish of St Peter, County Cumberland
14	6 Raymond Avenue, Campbelltown	Lot 42 in DP 213178, Parish of St Peter, County Cumberland
15	8 Raymond Avenue, Campbelltown	Lot 43 in DP 213178, Parish of St Peter, County Cumberland
16	10 Kitching Way, Currans Hill	Lot 3067 in DP 815018, Parish of Narellan, County Cumberland
17	14 Kitching Way, Currans Hill	Lot 3069 in DP 815018, Parish of Narellan, County Cumberland
18	2 Manchester Way, Currans Hill	Lot 2 in DP 869825, Parish of Narellan, County Cumberland
19	13 Paddy Miller Avenue, Currans Hill	Lot 4085 in DP 815456, Parish of Narellan, County Cumberland
20	69 Cornelian Avenue, Eagle Vale	Lot 33 in DP 793277, Parish of St Peter, County Cumberland
21	175 Gould Road, Eagle Vale	Lot 631 in DP 810632, Parish of St Peter, County Cumberland
22	24 Hawdon Close, Elderslie	Lot 1019 in DP 263175, Parish of Narellan, County Cumberland
23	48 Southdown Road, Elderslie	Lot 1052 in DP 263175, Parish of Narellan, County Cumberland
24	50 Southdown Road, Elderslie	Lot 1051 in DP 263175, Parish of Narellan, County Cumberland
25	52 Southdown Road, Elderslie	Lot 1050 in DP 263175, Parish of Narellan, County Cumberland
26	54 Southdown Road, Elderslie	Lot 1049 in DP 263175, Parish of Narellan, County Cumberland
27	20-26 Lindesay Street, Leumeah	Lot 200 in DP 1067445, Parish of St Peter, County Cumberland
28	33 Telford Street, Leumeah	Lot 115 in DP 228264, Parish of St Peter, County Cumberland
29	41 Berrima Road, Moss Vale	Lot 28 in DP 246057, Parish of Bong Bong, County Camden
30	13 Bulwer Road, Moss Vale	Lot 38 in DP 808767, Parish of Bong Bong, County Camden
31	67 Church Road, Moss Vale	Lot 9 in DP 249488, Parish of Bong Bong, County Camden
32	3 Collins Place, Moss Vale	Lot 136 in DP 258240, Parish of Bong Bong, County Camden

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
33	1 Hawkins Street, Moss Vale	Lot 1 in DP 208797, Parish of Bong Bong, County Camden
34	1 McCleery Avenue, Moss Vale	Lot 1 in DP 208797, Parish of Bong Bong, County Camden
35	2 McCleery Avenue, Moss Vale	Lot 21 in DP 216195, Parish of Bong Bong, County Camden
36	3 McCleery Avenue, Moss Vale	Lot 2 in DP 208797, Parish of Bong Bong, County Camden
37	14 McCleery Avenue, Moss Vale	Lot 15 in DP 216195, Parish of Bong Bong, County Camden
38	16 McCleery Avenue, Moss Vale	Lot 14 in DP 216195, Parish of Bong Bong, County Camden
39	18 McCleery Avenue, Moss Vale	Lot 13 in DP 216195, Parish of Bong Bong, County Camden
40	337 Welling Drive, Mt Annan	Lot 1006 in DP 789755, Parish of Narellan, County Cumberland
41	8 Hillview Street, Narellan	Lot 106 in DP 748671, Parish of Narellan, County Cumberland
42	12 Hillview Street, Narellan	Lot 108 in DP 748671, Parish of Narellan, County Cumberland
43	261 Argyle Street, Picton	Lot 1052 in DP 856605, Parish of Picton, County Camden
44	263 Argyle Street, Picton	Lot 1051 in DP 856605, Parish of Picton, County Camden
45	1/308 Argyle Street, Picton	Lot 32 in DP 869310, Parish of Picton, County Camden
46	2/308 Argyle Street, Picton	Lot 31 in DP 869310, Parish of Picton, County Camden
47	6 Margaret Street, Picton	Lot 1 in DP 588388, Parish of Picton, County Camden
48	18 Lysander Avenue, Rosemeadow	Lot 208 in DP 846593, Parish of St Peter, County Cumberland
49	21 Gunn Street, Street, Helens Park	Lot 2005 in DP 810055, Parish of St Peter, County Cumberland
50	1/14 Abelia Street, Tahmoor	Lot 2151 in DP 840099, Parish of Couridjah, County Camden
51	2/14 Abelia Street, Tahmoor	Lot 2152 in DP 840099, Parish of Couridjah, County Camden
52	19A Abelia Street, Tahmoor	Lot 2082 in DP 829822, Parish of Couridjah, County Camden
53	9 Harper Close, Tahmoor	Lot 38 in DP 730919, Parish of Couridjah, County Camden
54	1 Mitchell Close, Tahmoor	Lot 5 in DP 730919, Parish of Couridjah, County Camden
55	3 Mitchell Close, Tahmoor	Lot 4 in DP 730919, Parish of Couridjah, County Camden
56	5 Mitchell Close, Tahmoor	Lot 3 in DP 730919, Parish of Couridjah, County Camden
57	7 Mitchell Close, Tahmoor	Lot 2 in DP 730919, Parish of Couridjah, County Camden
58	9 Mitchell Close, Tahmoor	Lot 1 in DP 730919, Parish of Picton, County Camden
59	5A Ralfe Street, Tahmoor	Lot 312 in DP 868086, Parish of Couridjah, County Camden
60	5B Ralfe Street, Tahmoor	Lot 311 in DP 868086, Parish of Couridjah, County Camden
61	4 Windeyer Street, Thirlmere	Lot 210 in DP 1066748, Parish of St Peter, County Cumberland

Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 17

62	998A & 998B Corella Street and 315 Plover Street, Albury	Lots 1 and 2 in DP 1158598, Parish of Albury, County Goulburn
63	929-937 Mate Street, Albury	Lot 84 in DP 1159082, Parish of Albury, County Goulburn
64	937-945 Sylvania Street, Albury North	Lot 1 in DP 1158981, Parish of Albury, County Goulburn
65	5-11 Menzies Avenue, Koorimal	Lot 1 in DP 1159920, Parish of South Wagga Wagga, County Wynyrd
66	8-12 Chifley Crescent, Koorimal	Lot 1 in DP 1159936, Parish of South Wagga Wagga, County Wynyrd
67	5-9 Chifley Crescent, Koorimal	Lot 1 in DP 1155255, Parish of Wagga Wagga, County Wynyrd

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, A.C.

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in BLUE CHP LTD (ABN 78 128 582 383), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENCEZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED by
The NEW SOUTH WALES LAND AND HOUSING CORPORATION
in BLUE CHP LTD (ABN 78 128 582 383)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under the Nation Building Economic Stimulus Plan Stage 1		
1	44 Parsons Street, Ashcroft	Lot 484 in DP 216164, Parish of St Luke, County Cumberland
2	9 Watt Street, Campbelltown	Lot 205 in DP 227985, Parish of St Peter, County Cumberland
3	110-112 Harris Street, Fairfield	Lot 9 in DP 35121, Parish of St Luke, County Cumberland
4	82 Belmore Street & 17 Lupin Street, Fairfield East	Lots 1 & 2 in DP 1154467, Parish of St John, County Cumberland
5	156-160 Kinghorne Street, Goulburn	Lot 1 in DP 1152556, Parish of Goulburn, County Argyle
6	6 Hull Avenue, Lurnea	Lot 131 in DP 213510, Parish of St Luke, County Cumberland
7	13 Bungendore Road, Queanbeyan	Lot 4 in DP 229887, Parish of Queanbeyan, County Murray
8	17 Bungendore Road, Queanbeyan	Lot 6 in DP 229887, Parish of Queanbeyan, County Murray
Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 16		
9	16-28 Ritchie Street, Bomaderry	Lot 1 in DP 1158832, Parish of Bunberrra, County Camden
10	43-47 Thomas Street, Moruya	Lot 10 in DP 1154705, Parish of Moruya, County Dampier
11	114-116 Argyle Street, Moss Vale	Lot 245 in DP 1158857, Parish of Bong Bong, County Camden
12	72-74 St Anns Street & 1-3 Ryan Avenue, Nowra	Lot 200 in DP 1157959, Parish of Nowra, County St Vincent
13	48 Argyle Street, Picton	Lot 5 in DP 36109, Parish of Picton, County Camden
14	5-7 Warroo Street, Queanbeyan	Lot 100 in DP 1158311, Parish of Queanbeyan, County Murray
15	30-34 Henderson Street, Queanbeyan	Lot 1 in DP 1159206, Parish of Queanbeyan, County Murray
16	48 Donald Road & 86-88 Fergus Road, Queanbeyan	Lot 1 in DP 1159628, Parish of Queanbeyan, County Murray

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, A.C.

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in BRIDGE HOUSING LIMITED (ABN 55 760 055 094), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENCEZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED
by the
NEW SOUTH WALES LAND AND HOUSING CORPORATION
in
BRIDGE HOUSING LIMITED (ABN 55 760 055 094)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under the Nation Building Economic Stimulus Plan – Stage 2 Property Package 04		
1	135-137 Spurway Street, Ermington	Lot 1 in DP 1157829, Parish of Field of Mars, County Cumberland
2	30-36 Byrnes & 19-21 Mons Streets, Granville South	Lot 1 in DP 1160114, Parish of Liberty Plains, County Cumberland
3	5-13 Aubrey Street & 214-216 Clyde Street, Granville South	Lot 1 in DP 1158940, Parish of Liberty Plains, County Cumberland
4	29 Kirk Avenue & 18-20 Sheahan Street, Guildford	Lot 1 in DP 1158869, Parish of Liberty Plains, County Cumberland
5	370-372 Blaxcell Street, South Granville & 1-3 Sheahan Avenue, Guildford	Lot 1821 in DP 1157232, Parish of Liberty Plains, County Cumberland
6	68-72 Chamberlain Road, Guildford	Lot 345 in DP 1160964, Parish of St John, County Cumberland
7	2-8 Zillah Street, Merrylands	Lot 1 in DP 1156404, Parish of Liberty Plains, County Cumberland
8	48-54 Redbank Road, Northmead	Lot 3456 in DP 1157826, Parish of St John, County Cumberland
9	43-51 Briens Road & 50 Northmead Road, Northmead	Lot 100 in DP 1156577, Parish of St John, County Cumberland

HOUSING ACT 2001**ORDER**

Her Excellency Professor MARIE BASHIR, A.C.

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in AFFORDABLE COMMUNITY HOUSING LIMITED (ABN 16 127 713 731), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED

by the

NEW SOUTH WALES LAND AND HOUSING CORPORATION

in

AFFORDABLE COMMUNITY HOUSING LIMITED (ABN 16 127 713 731)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
1	93 Mandarin Street, Villawood	Lot 249 in DP 15560, Parish of St John, County Cumberland
2	62-66 Robertson Street and 27-29 Zillah Street, Merrylands	Lot 100 in DP 1154970, Parish of Liberty Plains, County Cumberland

HOUSING ACT 2001**ORDER**

Her Excellency Professor MARIE BASHIR, AC

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in COMMUNITY HOUSING LIMITED (ABN 11 062 802 797), such vesting to take effect on Monday, 8 April, 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENZINI, M.P.,
Minister for Housing,
Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED

by the

NEW SOUTH WALES LAND AND HOUSING CORPORATION

in

COMMUNITY HOUSING LIMITED (ABN 11 062 802 797)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under the Nation Building Economic Stimulus Plan Stage 1		
1	13 Curacoa Street, Coffs Harbour	Lot Z in DP36312, Parish of Coff, County Fitzroy
2	48-50 Eighteenth Avenue, Sawtell	Lot 2425 in DP 1155256, Parish of Bonville, County Raleigh
3	41 Newcastle Street, Springfield	Lot 38 in DP 216419, Parish of Gosford, County Northumberland
4	38 Watanobbi Road, Watanobbi	Lots 1 & 2 in DP 1153961, Parish of Munmorah, County Northumberland
5	42-46 Maitland Road, Springfield	Lots 10, 11, & 12 in DP 1153336, Parish of Gosford, County Northumberland

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, AC

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in COMPASS HOUSING SERVICES CO LTD (ABN 82 002 862 213), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENCEZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED

by the

NEW SOUTH WALES LAND AND HOUSING CORPORATION

in

COMPASS HOUSING SERVICES CO LTD (ABN 82 002 862 213)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties Allocated under the Community Housing Asset Ownership Tender		
1	137 Segenhoe Street, Aberdeen	Lot 2 in DP 259484, Parish of Russell, County Durham
2	30 St Heliers Street, Aberdeen	Lot 5 in DP 35932, Parish of Russell, County Durham
3	10-14 McLaughlan Street, Argenton	Lot 1 in DP 1121634, Parish of Kahibah, County Northumberland
4	10-14 Leicester Avenue, Belmont North	Lot 1 in DP 1137432, Parish of Kahibah, County Northumberland
5	184-188 Sandgate Road, Birmingham Gardens	Lot 1 in DP 1130736, Parish of Hexham, County Northumberland
6	8-10 The Crescent, Gateshead	Lot 100 in DP 1132997, Parish of Kahibah, County Northumberland
7	99 Stewart Avenue, Hamilton South	Lot 3 in DP 152483, Parish of Newcastle, County Northumberland
8	101 Stewart Avenue, Hamilton South	Lot 4 in DP 152483, Parish of Newcastle, County Northumberland
9	8 Hubbard Street, Islington	Lot 4 in DP 742546, Parish of Newcastle, County Northumberland
10	31 Gorokan Drive, Lakehaven	Lot 1 in DP 1137602, Parish of Russell, County Durham
11	39 Armstrong Street, Lambton	Lot 1 in DP 1140578, Parish of Newcastle, County Northumberland
12	15-17 Johnson Street, Lambton	Lot 1 in DP 1135475, Parish of Hexham, County Northumberland
13	1 Johnson Street, Lambton	Lot 1 in DP 1140578, Parish of Newcastle, County Northumberland
14	3 Johnson Street, Lambton	Lot 1 in DP 1135475, Parish of Newcastle, County Northumberland
15	7 Rudd Street, Lambton	Lot 1 in DP 1140578, Parish of Newcastle, County Northumberland
16	20-24 Rudd Street, Lambton	Lot 1 in DP 1135475, Parish of Newcastle, County Northumberland
17	21 Osborn Avenue, Muswellbrook	Lot 45 in DP 239686, Parish of Brougham, County Durham
18	14 Peppermint Avenue, Muswellbrook	Lot 2061 in DP 263131, Parish of Brougham, County Durham
19	35 Towarri Street, Scone	Lot 66 in DP 262896, Parish of Scone, County Brisbane
20	33-35 Cobby Street, Shortland	Lot 1 in DP 1131524, Parish of Hexham, County Northumberland
21	9-11 Libya Street, Shortland	Lot 1 in DP 1136012, Parish of Hexham, County Northumberland
22	99 Gardner Circuit, Singleton Heights	Lot 1019 in DP 263524, Parish of Darlington, County Durham
23	20 Hardy Street, Swansea	Lot 1 in DP 249804, Parish of Wallarah, County Northumberland
24	10 Kenny Close, Swansea	Lot 31 in DP 249804, Parish of Wallarah, County Northumberland
25	5 Richards Road, Swansea	Lot 47 in DP 249804, Parish of Wallarah, County Northumberland
26	16 Richards Road, Swansea	Lot 41 in DP 249804, Parish of Wallarah, County Northumberland
27	14 Jimba Close, Woy Woy	Lot 19 in DP 245727, Parish of Patonga, County Northumberland
28	77 Paton Street, Woy Woy	Lot 1 in DP 1121462, Parish of Patonga, County Northumberland
29	156 Railway Street, Woy Woy	Lot 1 in DP 1121462, Parish of Patonga, County Northumberland

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under the Nation Building Economic Stimulus Plan Stage 1		
30	2 Coolibah Street, Scone	Lot 123 in DP 26571, Parish of Scone, County Brisbane
31	2, 2A, 4, 4A Park Parade, Booragul	Lot 621 in DP 1154468, Parish of Teralba, County Northumberland
32	22-24 Bonarius Street & 25-27 Corden Street, Edgeworth	Lot 1 in DP 1145887, Parish of Teralba, County Northumberland
33	6-16 Windsor Street, Edgeworth	Lot 1 in DP 1144608, Parish of Kabibah, County Northumberland
34	32-36 Ridley Street, Edgeworth	Lots 51, 52 & 53 in DP 36370, Parish of Kahibah, County Northumberland
35	13-17 Stratton Street, Edgeworth	Lots 65, 66 & 67 in DP 36370, Parish of Kahibah, County Northumberland
36	17-19 Oakland Street, Glendale	Lot 171 in DP 1158303, Parish of Teralba, County Northumberland
37	41-45 Stafford Street, Scone	Lot 2789 in DP 1144977, Parish of Scone, County Brisbane
38	10-12 Milford Street, Toronto	Lot 1 in DP 1154971, Parish of Awaba, County Northumberland
39	20 Shelley Street, Toronto	Lot 159 in DP 32038, Parish of Awaba, County Northumberland
Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 11		
40	25 Raymond Terrace Road, East Maitland	Lot 112 in DP 1142288, Parish of Maitland, County Northumberland
41	39-43 Turton & 12-16 Barton Streets, Maitland East	Lot 1 in DP 1156280, Parish of Maitland, Northumberland
42	7-11 Tindale Street, Muswellbrook	Lot 1 in DP 1154707, Parish of Brougham, County Durham
43	19-21 Parkinson Street, Muswellbrook	Lot 1 in DP 1154706, Parish of Rowan, County Durham
44	3-5 Parkinson Avenue, Muswellbrook	Lot 1 in DP 1160230, Parish of Rowan, County Durham
45	8 Justine Parade, Rutherford	Lot 37 in DP 813269, Parish of Gosforth, County Northumberland
46	4-8 Churchill Crescent, Rutherford	Lot 1 in DP 1155708, Parish of Gosforth, County Northumberland
47	16-20 Churchill Crescent, Rutherford	Lot 1 in DP 1155711, Parish of Gosforth, County Northumberland
48	69-77 Alexander Avenue, Rutherford	Lot 1 in DP 1156279, Parish of Gosforth, County Northumberland
49	34-36 Stafford Street, Scone	Lot 1 in DP 1155712, Parish of Scone, County Brisbane
50	24-28 Capper Street, Telarah	Lot 1 in DP 1155705, Parish of Gosforth, County Northumberland
51	84-90 Brooks Street, Telarah	Lot 1 in DP 1155707, Parish of Gosforth, County Northumberland
52	16-18 Glenroy Street, Thornton	Lot 1 in DP 1155706, Parish of Alnwick, County Northumberland
53	18-24 Greenhills Avenue, Woodberry	Lot 1 in DP 1155709, Parish of Alnwick, County Northumberland
Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 12		
54	23-25 Livingstone Street, Belmont	Lot 156 in DP 1160564, Parish of Kahiba, County Northumberland
55	95 Addison Street, Beresfield	Lot 37, Section A in DP 12628, Parish of Alnwick, County Northumberland
56	48 Excelsior Parade, Carey Bay	Lot 5 in 602955, Parish of Awaba, County Northumberland
57	287 & 289 Charlestown Road, Charlestown	Lot 1 in DP 1158757, Parish of Kahibah, County Northumberland
58	10-16 Glendon Crescent, Glendale	Lot 1 in DP 1154623, Parish of Kahiba, County Northumberland
59	1B Corona Street, Mayfield	Lot 21 in DP 1142245, Parish of Newcastle, County Northumberland
60	1-5 Troman Street, Raymond Terrace	Lot 1 in DP 1155704, Parish of Eldon, County Gloucester
61	32 Boyd Street, Swansea	Lot 109 in DP 1158527, Parish of Wallarah, County Northumberland
62	17-19 Josephson Street, Swansea	Lot 612 in DP 1158368, Parish of Wallarah, County Northumberland
63	4 Paston Street, Tarro	Lot 2 in DP 805991, Parish of Alnwick, County Northumberland
64	12 Renwick Street, Wallsend	Lot 5 in Section 10, DP 8910, Parish of Teralba, County Northumberland
65	24-28 Davis Street, Wallsend	Lot 1 in DP 1156277, Parish of Hexham, County Northumberland
66	2-6 Roto Street, Windale	Lot 813 in DP 1160559, Parish of Kahiba, County Northumberland
67	118-120 South Street & 1-3 Butler Place, Windale	Lot 501 in DP 1158435, Parish of Kahiba, County Northumberland
Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 13		
68	102-104 Phyllis Avenue, Kanwal	Lot 334 in DP 1160654, Parish of Munmorah, County Northumberland
69	15-21 Gosford Avenue, The Entrance	Lot 100 in DP 1159511, Parish of Tuggerah, County Northumberland
70	32-34 Watanobbi Road, Watanobbi	Lot 345 in DP 1160693, Parish of Munmorah, County Northumberland

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, AC

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in HOMES NORTH COMMUNITY HOUSING COMPANY LTD (ABN 78 014 531 758), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED

by the

NEW SOUTH WALES LAND AND HOUSING CORPORATION

in

HOMES NORTH COMMUNITY HOUSING COMPANY LTD (ABN 78 014 531 758)

No. Property Address

Title Particulars

Properties allocated under the Nation Building Economic Stimulus Plan Stage 1

1	89-93 O'Dell Street & 227 Dumaresq Street, Armidale	Lot 1234 in DP 1144610, Parish of Armidale, County Sandon
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Properties allocated under the Nation Building Economic Stimulus Plan Stage 2:

Property Package 09

2	28-30 Niagara, Armidale	Lot 1 in DP 1157737, Parish of Armidale, County Sandon
3	14 Rockvale Road, Armidale	Lot 2 in DP 1100909, Parish of Armidale, County Sandon
4	38-40 Niagara, Armidale	Lot 1 in DP 1157736, Parish of Armidale, County Sandon
5	286A Dumaresq Street, Armidale	Lot 3 in DP 1129092, Parish of Armidale, County Sandon
6	38-40 Kennedy Street, Armidale	Lot 1 in DP 1157735, Parish of Armidale, County Sandon
7	29-31 Lewis Street, Glen Innes	Lot 1 in DP 1157885, Parish of Glen Innes, County Gough
8	24-26 Mahony Avenue, Tamworth	Lot 2829 in DP 1158028, Parish of Calala, County Parry
9	19 Susanne Street, Tamworth	Lot 4 in DP 36623, Parish of Calah, County Parry
10	5-11 Parry Street, Tamworth	Lot 3639 in DP 1157309, Parish of Calala, County Parry
11	54-62 Robert Street, Tamworth	Lot 5357 in DP 1157311, Parish of Calala, County Parry

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, AC

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in LINK HOUSING LIMITED (ABN 66 674 041 988), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENCEZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED
by the
NEW SOUTH WALES LAND AND HOUSING CORPORATION
in
LINK HOUSING LIMITED (ABN 66 674 041 988)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under Nation Building Economic Stimulus Plan Stage 2 – Property Package No. 03		
1	26-30 Alison Street, Eastwood	Lot 1 in DP 1157625, Parish of Hunters Hill, County Cumberland
2	2-4 Desmond Street, Eastwood	Lot 1 in DP 1158525, Parish of Field of Mars, County Cumberland
3	14-22 Alison Street, Eastwood	Lot 1 in DP 1158438, Parish of Hunters Hill, County Cumberland
4	111 Kent Road, Marsfield	Lot 21 in DP 216999, Parish of Hunters Hill, County Cumberland
5	2-12 Kathleen Street, North Ryde	Lot 100 in DP 1157834, Parish of Hunters Hill, County Cumberland
6	17-23 Killaloe Avenue & 458 Pennant Hills Road, Pennant Hills	Lot 1 in DP 1157249, Parish of South Colah, County Cumberland
7	2-6 Barrett Avenue, Thornleigh	Lot 101 in DP 1160604, Parish of South Colah, County Cumberland
8	111-113 Darvall Road, West Ryde	Lot 1 in DP 1156045, Parish of Hunters Hill, County Cumberland
9	8-14 Clifton Street, West Ryde	Lot 1 in DP 1156672, Parish of Hunters Hill, County Cumberland
10	96-98 Brush Road, West Ryde	Lot 1 in DP 1156671, Parish of Hunters Hill, County Cumberland
11	38-42 Tramway Street & 9-13 Cheers Street, West Ryde	Lot 100 in DP 1156268, Parish of Hunters Hill, County Cumberland

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, AC

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in MISSION AUSTRALIA HOUSING LIMITED (ABN 13 003 683 261), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENCEZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED

by the

NEW SOUTH WALES LAND AND HOUSING CORPORATION

in

MISSION AUSTRALIA HOUSING LIMITED (ABN 13 003 683 261)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 01		
1	5-7 Brown Street & 5-9 Clack Road, Chester Hill	Lot 671 in DP 1158597, Parish of Liberty Plains, County Cumberland
2	4-5 Heindrich Avenue, Padstow	Lot 100 in DP 1157294, Parish of Bankstown, County Cumberland
3	26-30 Eastern Avenue, Revesby	Lot 111 in DP 1156180, Parish of Bankstown, County Cumberland
4	2-8 Warringa Street, Yagoona	Lot 11 in DP 1159042, Parish of Bankstown, County Cumberland
5	54-62 Dargan Street, Yagoona	Lot 11 in DP 1159261, Parish of Bankstown, County Cumberland
6	22-30 Colechin Street, Yagoona	Lot 11 in DP 1160284, Parish of Bankstown, County Cumberland
Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 07		
7	74-78 Boldrewood Drive, Blackett	Lot 100 in DP 1156932, Parish of Rooty Hill, County Cumberland
8	103 Wentworth Street, Blackheath	Lot 100 in DP 1157467, Parish of Blackheath, County Cook
9	35-37 Booreea Street, Blacktown	Lot 56 in DP 1156655, Parish of Prospect, County Cumberland
10	11 Havenwood Place & Walters Road, Blacktown	Lot 47 in DP 852128, Parish of Prospect, County Cumberland
11	14 Layton Avenue, Blaxland	Lot 7 in DP 23355, Parish of Strathdon, County Cook
12	51-53 Pembroke Street, Cambridge Park	Lot 1 in DP 1155842, Parish of Londonderry, County Cumberland
13	128 Parker Street, Kingswood	Lot J in DP 30611, Parish of Mulgoa, County Cumberland
14	60-64 Bringelly Road, Kingswood	Lot 234 in DP 1158294, Parish of Claremont, County Cumberland
15	34 Northcott Road & 13 Kennedy Parade, Lalor Park	Lot 1 in DP 1158695, Parish of Prospect, County Cumberland
16	28-32 Waitaki Street, Lethbridge Park	Lot 100 in DP 1156782, Parish of Rooty Hill, County Cumberland
17	191 Beames & 46 Wehlow Streets, Mt Druitt	Lot 31, Section C in DP 2042, Parish of Rooty Hill, County Cumberland
18	32-38 Eighth Avenue, Seven Hills	Lot 100 in DP 1159892, Parish of Prospect, County Cumberland
19	4-6 Hopman & 501-503 Luxford Road, Shalvey	Lot 100 in DP 1157078, Parish of Rooty Hill, County Cumberland
20	119-121 Glossop Street & 18-20 Champness Crescent, St Marys	Lot 100 in DP 1156312, Parish of Rooty Hill, County Cumberland
21	160-162 Glossop Street, St Marys	Lot 120 in DP 1157727, Parish of Rooty Hill, County Cumberland
22	21-23 Mamre Road, St Marys	Lot 23 in DP 1150426, Parish of Melville, County Cumberland
23	6 & 7 Railway Street, Werrington	Lot 1 in DP 1155992, Parish of Londonderry, County Cumberland
24	22 Roebuck Crescent, Willmot	Lot 275 in DP 246361, Parish of Rooty Hill, County Cumberland

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 10		
25	112-114 Sawtell Road, Coffs Harbour	Lot 1213 in DP 1156479, Parish of Bonville, County Raleigh
26	31 Azalea Avenue, Coffs Harbour	Lot 20 in DP 541259, Parish of Coff, County Fitzroy
27	52 West High Street, Coffs Harbour	Lot 2 in DP 519038, Parish of Coff, County Fitzroy
28	241-243 Harbour Drive, Coffs Harbour	Lot 112 in DP 1159559, Parish of Coff, County Fitzroy
29	72 Short Street, Forster	Lot 4 in DP 1086671, Parish of Forster, County Gloucester
30	5A Kenrose, Forster	Lot 321 in DP 882483, Parish of Forster, County Gloucester
31	32-38 Leith Street, Kempsey	Lot 1 in DP 1156649, Parish of Yarravel, County Dudley
32	11-13 Lane Street, Laurieton	Lot 1 in DP 1154164, Parish of Camden Haven, County Macquarie
33	19 Stokes Circuit, Taree	Lot 10, Section 1, in DP 25386, Parish of Taree, County Macquarie
34	17-21 Plummer Street, Taree	Lot 1 in DP 1157504, Parish of Taree, County Macquarie
35	45-51 Stokes Circuit, Taree	Lot 1 in DP 1157502, Parish of Taree, County Macquarie
36	12-16 Latham Street, Taree	Lot 1 in DP 1159767, Parish of Taree, County Macquarie
37	1-5 Gill Street & 10-12 Bruntnell Street, Taree	Lot 1 in DP 1158466, Parish of Taree, County Macquarie

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, AC

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in ECCLESIA HOUSING LIMITED (ABN 38 103 101 700), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED
by the
NEW SOUTH WALES LAND AND HOUSING CORPORATION
in
ECCLESIA HOUSING LIMITED (ABN 38 103 101 700)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under Nation Building Community Housing Program Stage 1		
1	35A Girraween Road, Girraween	Lot 2 in DP 559789, Parish of Prospect, County Cumberland

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, AC

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in ST GEORGE COMMUNITY HOUSING LIMITED (ABN 32 565 549 842), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENCEZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED

by the

NEW SOUTH WALES LAND AND HOUSING CORPORATION

in

ST GEORGE COMMUNITY HOUSING LIMITED (ABN 32 565 549 842)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under the Community Housing Asset Ownership Tender		
1	6 Rixon Street, Bass Hill	Lot 15 in DP 35213, Parish of Liberty Plains, County Cumberland
2	9 Rixon Street, Bass Hill	Lot 36 in DP 35213, Parish of Liberty Plains, County Cumberland
3	5 Ryan Avenue, Beverly Hills	Lot 6 in DP 36227, Parish of St George, County Cumberland
4	116 Gannons Road, Caringbah	Lot 12 in DP 19702, Parish of Sutherland, County Cumberland
5	2 Miowera Avenue, Carrs Park	Lot 17 in DP 14076, Parish of Sutherland, County Cumberland
6	16 Burrows Avenue, Chester Hill	Lot 5 in DP 29924, Parish of Liberty Plains, County Cumberland
7	45 Cragg Street, Condell Park	Lot A in DP 322255, Parish of Bankstown, County Cumberland
8	159 Burwood Road, Croydon Pk	Lot 1 in DP 534525, Parish of Concord, County Cumberland
9	41 Poulter Avenue, Engadine	Lot 15 in DP 219367, Parish of Sutherland, County Cumberland
10	87 Juno Parade, Greenacre	Lot 2, Section 7, in DP 845, Parish of Bankstown, County Cumberland
11	25 Somerset Street, Hurstville	Lot 50 in DP 15590, Parish of St George, County Cumberland
12	150 Woniora Road, Hurstville South	Lot 20, Section 1, in DP 5433, Parish of St George, County Cumberland
13	34 Simmons Road, Kingsgrove	Lot 72 in DP 35151, Parish of St George, County Cumberland
14	18 Wannyl Street, Kirrawee	Lot 13 in DP 29294, Parish of Sutherland, County Cumberland
15	20 Boatwright Avenue, Lugarno	Lot 78 in DP 36415, Parish of St George, County Cumberland
16	89 High Street, Mascot	Lot 5 in DP 324163, Parish of Botany, County Cumberland
17	1 Bromwich Place, Menai	Lot 5 in DP 43295, Parish of Holsworthy, County Cumberland
18	3 Bromwich Place, Menai	Lot 6 in DP 43295, Parish of Holsworthy, County Cumberland
19	4 Bromwich Place, Menai	Lot 24 in DP 43295, Parish of Holsworthy, County Cumberland
20	6 Bromwich Place, Menai	Lot 25 in DP 43295, Parish of Holsworthy, County Cumberland
21	7 Bromwich Place, Menai	Lot 8 in DP 43295, Parish of Holsworthy, County Cumberland
22	8 Bromwich Place, Menai	Lot 26 in DP 43295, Parish of Holsworthy, County Cumberland
23	3 Court Place, Menai	Lot 32 in DP 43295, Parish of Holsworthy, County Cumberland
24	5 Court Place, Menai	Lot 33 in DP 43295, Parish of Holsworthy, County Cumberland
25	7 Court Place, Menai	Lot 34 in DP 43295, Parish of Holsworthy, County Cumberland
26	15 Davidson Road, Menai	Lot 20 in DP 261724, Parish of Holsworthy, County Cumberland
27	17 Davidson Road, Menai	Lot 21 in DP 261724, Parish of Holsworthy, County Cumberland
28	19 Davidson Road, Menai	Lot 22 in DP 261724, Parish of Holsworthy, County Cumberland
29	24 Davidson Road, Menai	Lot 56 in DP 261724, Parish of Holsworthy, County Cumberland
30	26 Davidson Road, Menai	Lot 55 in DP 261724, Parish of Holsworthy, County Cumberland

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
31	4 Hopman Avenue, Menai	Lot 21 in DP 43295, Parish of Holsworthy, County Cumberland
32	6 Hopman Avenue, Menai	Lot 22 in DP 43295, Parish of Holsworthy, County Cumberland
33	8 Hopman Avenue, Menai	Lot 23 in DP 43295, Parish of Holsworthy, County Cumberland
34	1 Kippax Place, Menai	Lot 49 in DP 261724, Parish of Holsworthy, County Cumberland
35	5 Kippax Place, Menai	Lot 47 in DP 261724, Parish of Holsworthy, County Cumberland
36	1 Long Close, Menai	Lot 48 in DP 43295, Parish of Holsworthy, County Cumberland
37	2 Long Close, Menai	Lot 53 in DP 43295, Parish of Holsworthy, County Cumberland
38	3 Long Close, Menai	Lot 49 in DP 43295, Parish of Holsworthy, County Cumberland
39	5 Long Close, Menai	Lot 50 in DP 43295, Parish of Holsworthy, County Cumberland
40	6 Long Close, Menai	Lot 51 in DP 43295, Parish of Holsworthy, County Cumberland
41	1 Oldfield Place, Menai	Lot 8 in DP 261724, Parish of Holsworthy, County Cumberland
42	3 Oldfield Place, Menai	Lot 9 in DP 261721, Parish of Holsworthy, County Cumberland
43	6 Oldfield Place, Menai	Lot 5 in DP 261724, Parish of Holsworthy, County Cumberland
44	8 Oldfield Place, Menai	Lot 4 in DP 261724, Parish of Holsworthy, County Cumberland
45	10 Oldfield Place, Menai	Lot 3 in DP 261724, Parish of Holsworthy, County Cumberland
46	12 Oldfield Place, Menai	Lot 2 in DP 261724, Parish of Holsworthy, County Cumberland
47	14 Oldfield Place, Menai	Lot 1 in DP 261724, Parish of Holsworthy, County Cumberland
48	21 Oldfield Place, Menai	Lot 18 in DP 261724, Parish of Holsworthy, County Cumberland
49	23 Oldfield Place, Menai	Lot 19 in DP 261724, Parish of Holsworthy, County Cumberland
50	1 O'Neill Road, Menai	Lot 54 in DP 261724, Parish of Holsworthy, County Cumberland
51	2 O'Neill Road, Menai	Lot 24 in DP 261724, Parish of Holsworthy, County Cumberland
52	3 O'Neill Road, Menai	Lot 53 in DP 261724, Parish of Holsworthy, County Cumberland
53	4 O'Neill Road, Menai	Lot 25 in DP 261724, Parish of Holsworthy, County Cumberland
54	5 O'Neill Road, Menai	Lot 52 in DP 261724, Parish of Holsworthy, County Cumberland
55	7 O'Neill Road, Menai	Lot 51 in DP 261724, Parish of Holsworthy, County Cumberland
56	11 O'Neill Road, Menai	Lot 46 in DP 261724, Parish of Holsworthy, County Cumberland
57	15 O'Neill Road, Menai	Lot 34 in DP 261724, Parish of Holsworthy, County Cumberland
58	17 O'Neill Road, Menai	Lot 35 in DP 261724, Parish of Holsworthy, County Cumberland
59	19 O'Neill Road, Menai	Lot 36 in DP 261724, Parish of Holsworthy, County Cumberland
60	20 O'Neill Road, Menai	Lot 33 in DP 261724, Parish of Holsworthy, County Cumberland
61	23 O'Neill Road, Menai	Lot 38 in DP 261724, Parish of Holsworthy, County Cumberland
62	19 Rosewall Drive, Menai	Lot 27 in DP 43295, Parish of Holsworthy, County Cumberland
63	23 Rosewall Drive, Menai	Lot 29 in DP 43295, Parish of Holsworthy, County Cumberland
64	25 Rosewall Drive, Menai	Lot 30 in DP 43295, Parish of Holsworthy, County Cumberland
65	32 Rosewall Drive, Menai	Lot 107 in DP 43295, Parish of Holsworthy, County Cumberland
66	34 Rosewall Drive, Menai	Lot 106 in DP 43295, Parish of Holsworthy, County Cumberland
67	36 Rosewall Drive, Menai	Lot 105 in DP 43295, Parish of Holsworthy, County Cumberland
68	45 Rosewall Drive, Menai	Lot 47 in DP 43295, Parish of Holsworthy, County Cumberland
69	48 Rosewall Drive, Menai	Lot 99 in DP 43295, Parish of Holsworthy, County Cumberland
70	50 Rosewall Drive, Menai	Lot 98 in DP 43295, Parish of Holsworthy, County Cumberland
71	54 Rosewall Drive, Menai	Lot 96 in DP 43295, Parish of Holsworthy, County Cumberland
72	62 Rosewall Drive, Menai	Lot 92 in DP 43295, Parish of Holsworthy, County Cumberland
73	72 Rosewall Drive, Menai	Lot 87 in DP 43295, Parish of Holsworthy, County Cumberland
74	6 Sedgeman Avenue, Menai	Lot 83 in DP 43295, Parish of Holsworthy, County Cumberland
75	7 Sedgeman Avenue, Menai	Lot 59 in DP 43295, Parish of Holsworthy, County Cumberland
76	8 Sedgeman Avenue, Menai	Lot 82 in DP 43295, Parish of Holsworthy, County Cumberland
77	11 Sedgeman Avenue, Menai	Lot 61 in DP 43295, Parish of Holsworthy, County Cumberland
78	12 Sedgeman Avenue, Menai	Lot 80 in DP 43295, Parish of Holsworthy, County Cumberland
79	15 Sedgeman Avenue, Menai	Lot 63 in DP 43295, Parish of Holsworthy, County Cumberland
80	17 Sedgeman Avenue, Menai	Lot 64 in DP 43295, Parish of Holsworthy, County Cumberland
81	19 Sedgeman Avenue, Menai	Lot 65 in DP 43295, Parish of Holsworthy, County Cumberland
82	21 Sedgeman Avenue, Menai	Lot 66 in DP 43295, Parish of Holsworthy, County Cumberland

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
83	22 Sedgeman Avenue, Menai	Lot 75 in DP 43295, Parish of Holsworthy, County Cumberland
84	125 Kiora Road, Miranda	Lot 3 in DP 548420, Parish of Sutherland, County Cumberland
85	148 Kiora Road, Miranda	Lot 6 in DP 8804, Parish of Sutherland, County Cumberland
86	160 President Avenue, Miranda	Lot 29 in DP 9569, Parish of Sutherland, County Cumberland
87	14 Silverwater Crescent, Miranda	Lot 1 in DP 246212, Parish of Sutherland, County Cumberland
88	11 Woonah Street, Miranda	Lot 51 in DP 36423, Parish of Sutherland, County Cumberland
89	52 Woorak Crescent, Miranda	Lot 20 in DP 30172, Parish of Sutherland, County Cumberland
90	130 Davies Road, Padstow	Lot 100 in DP 35950, Parish of Bankstown, County Cumberland
91	150 Bransgrove Road, Panania	Lot 4 in DP 31256, Parish of St George, County Cumberland
92	8 Isaac Street, Peakhurst	Lot 37 in DP 36202, Parish of St George, County Cumberland
93	49 Lawrence Street, Peakhurst	Lot 242 in DP 36317, Parish of St George, County Cumberland
94	23 Monterra Avenue, Peakhurst	Lot 48 in DP 206906, Parish of St George, County Cumberland
95	3 Ogilvy Street, Peakhurst	Lot 5 in DP 23120, Parish of St George, County Cumberland
96	53 Cullen Street, Punchbowl	Lot 30 in DP 35982, Parish of St George, County Cumberland
97	21 Kylie Parade, Punchbowl	Lot 20 in DP 258889, Parish of St George, County Cumberland
98	1 Hedley Street, Riverwood	Lot 3 in DP 36368, Parish of St George, County Cumberland
99	60 Virgil Avenue, Sefton	Lot 34 in DP 14136, Parish of Liberty Plains, County Cumberland
100	7 Koonawarra Street, Villawood	Lot 682 in DP 36612, Parish of Liberty Plains, County Cumberland

Properties allocated under the Nation Building Economic Stimulus Plan Stage 1

101	5 Rayment Avenue, Kingsgrove	Lot 20 in DP 35151, Parish of St George, County Cumberland
102	38-48 Warejee Road, Kingsgrove	Lot 1 in DP 1151954, Parish of St George, County Cumberland

Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 02

103	8-10 Cecily Street, Belfield	Lot 1 in DP 1156044, Parish of Bankstown, County Cumberland
104	26-30 Austin Crescent, Belfield	Lot 1 in DP 1153957, Parish of St George, County Cumberland
105	68-74 Nelson Avenue, Belmore	Lot 1 in DP 1153954, Parish of St George, County Cumberland
106	9-13 Kingsgrove Road, Belmore	Lot 1 in DP 1153958, Parish of St George, County Cumberland
107	14 Loader Avenue, Beverly Hills	Lot 7 in DP 35316, Parish of St George, County Cumberland
108	6 Loader Avenue, Beverly Hills	Lot 11 in DP 35316, Parish of St George, County Cumberland
109	22 Loader Avenue, Beverly Hills	Lot 3 in DP 35316, Parish of St George, County Cumberland
110	13-15 Ryan Avenue, Beverly Hills	Lot 56 in DP 1156116, Parish of St George, County Cumberland
111	21A Lawn Avenue, Campsie	Lot 104 in DP 1157461, Parish of St George, County Cumberland
112	26 Tasker Avenue, Campsie	Lot 105 in DP 1157658, Parish of St George, County Cumberland
113	13-15 Cook Street, Caringbah	Lot 45 in DP 1159387, Parish of Sutherland, County Cumberland
114	6-8 Ferrier Parade, Clemton Park	Lot 1 in DP 1153956, Parish of St George, County Cumberland
115	14-18 Ferrier Parade, Clemton Park	Lot 2 in DP 1153956, Parish of St George, County Cumberland
116	5-15 Biara Avenue, Clemton Park	Lot 101 in DP 1158401, Parish of St George, County Cumberland
117	28-30 Low Street, Hurstville	Lot 1 in DP 1154434, Parish of St George, County Cumberland
118	137-141 Novara Crescent, Jannali	Lot 103 in DP 1158485, Parish of Sutherland, County Cumberland
119	4-10 Kiewarra Street, Kingsgrove	Lot 1 in DP 1157608, Parish of St George, County Cumberland
120	14-22 Poole Street, Kingsgrove	Lot 345 in DP 1157194, Parish of St George, County Cumberland
121	8-10 Moona Road, Kirrawee	Lot 101 in DP 1158498, Parish of Sutherland, County Cumberland
122	120 National Avenue cnr Cranberry Street, Loftus	Lot 117 in DP 1158885, Parish of Sutherland, County Cumberland
123	12-22 Hamel Road, Matraville	Lot 100 in DP 1153164, Parish of Botany, County Cumberland
124	24-26 Montgomery Street, Miranda	Lot 100 in DP 1157636, Parish of Sutherland, County Cumberland
125	99-101 Kareena Road, Miranda	Lots 1 in DP 1160078, Parish of Sutherland, County Cumberland
126	18-20 Mooki Street, Miranda	Lot 102 in DP 1158483, Parish of Sutherland, County Cumberland
127	2-4 Wilson Street, Narwee	Lot 1 in DP 1154349, Parish of St George, County Cumberland
128	1-3 Nirimba Avenue, Narwee	Lot 1 in DP 1156322, Parish of St George, County Cumberland
129	85-91 Hannans Road, Narwee	Lot 1 in DP 1157310, Parish of St George, County Cumberland
130	76-84 Karne Street, Narwee	Lot 1 in DP 1157307, Parish of St George, County Cumberland
131	10-20 Nirimba Avenue & 6-8 Nanowie Street, Narwee	Lot 1 in DP 1157313, Parish of St George, County Cumberland

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
132	32 Kylie Parade, Punchbowl	Lot 108 in DP 1157462, Parish of St George, County Cumberland
133	36-40 Carlton Parade, Punchbowl	Lot 109 in DP 1157458, Parish of St George, County Cumberland
134	10-12 Craig Street, Punchbowl	Lot 107 in DP 1157460, Parish of St George, County Cumberland
135	2-4 Moorall Avenue, Punchbowl	Lot 106 in DP 1157459, Parish of St George, County Cumberland
136	28 Earls Avenue, Riverwood	Lot 16 in DP 35142, Parish of St George, County Cumberland
137	7 & 19-25 Iluka Street, Riverwood	Lot 1 in DP 1158522, Parish of St George, County Cumberland
138	137A, 139, 141 Broad Arrow Road, Riverwood	Lot 1 in DP 1159931, Parish of St George, County Cumberland
139	14-20 Iluka Street, Riverwood	Lot 110 in DP 1157463, Parish of St George, County Cumberland
140	51-61 Legge Street, Roselands	Lot 234 in DP 1157856, Parish of St George, County Cumberland
141	67-71 Legge Street, Roselands	Lot 192 in DP 1157067, Parish of St George, County Cumberland

Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 05

142	16-18 Dan Street, Campbelltown	Lot 221 in DP 1155991, Parish of St Peter, County Cumberland
143	22-24 Hoddle Avenue, Campbelltown	Lot 1 in DP 1155993, Parish of St Peter, County Cumberland
144	47-49 Chamberlain Street, Campbelltown	Lot 100 in DP 1156091, Parish of St Peter, County Cumberland
145	156 Cumberland Road, Ingleburn	Lot 115 in DP 1152977, Parish of Minto, County Cumberland
146	23-29 Carrington Crescent, Leumeah	Lot 1 in DP 1158216, Parish of St Peter, County Cumberland
147	9-11 Kent Street, Minto	Lot 151 in DP 1151566, Parish of Minto, County Cumberland

Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 06

148	78-80 Prince Street, Canley Heights	Lot 100 in DP 1150874, Parish of St Luke, County Cumberland
149	13-15 Hatfield Road, Canley Heights	Lot 1 in DP 1154796, Parish of St Luke, County Cumberland
150	249-251 Hoxton Park Road, Cartwright	Lot 10 in DP 1155995, Parish of St Luke, County Cumberland
151	Lot 914 Flame Tree Street, Casula	Lot 914 in DP 1092550, Parish of St Luke, County Cumberland
152	2-8 Bowler Avenue, Fairfield	Lot 20 in DP 1157202, Parish of St Luke, County Cumberland
153	50-54 Tangerine Street, Fairfield East	Lot 1 in DP 1154085, Parish of St John, County Cumberland
154	116-124 Campbell Street, Fairfield East	Lot 1 in DP 1154797, Parish of St John, County Cumberland
155	12-20 Jean Street, Fairfield East	Lot 100 in DP 1157201, Parish of St John, County Cumberland
156	40-44 Montrose Avenue, Fairfield East	Lot 1 in DP 1155615, Parish of St John, County Cumberland
157	119-125 Mandarin Street, Fairfield East	Lot 2 in DP 1155616, Parish of St John, County Cumberland
158	82-94 Bligh Street, Fairfield East	Lot 1 in DP 1157262, Parish of St John, County Cumberland
159	Lot 404 Sanchristobal Street, Green Valley	Lot 404 in DP 1096759, Parish of St Luke, County Cumberland
160	10-12 Markey Street, Guildford	Lot 1 in DP 1155186, Parish of Liberty Plains, County Cumberland
161	137-139 Wonga Road, Lurnea	Lot 100 in DP 1151726, Parish of St Luke, County Cumberland
162	99 Webster Road, 3-5 Albert Street & 8-10 Marie Street, Lurnea	Lot 200 in DP 1152727, Parish of St Luke, County Cumberland
163	80-86 Wonga Road, Lurnea	Lot 1 in DP 1156667, Parish of Hunters Hill, County Cumberland
164	45-47 Gabo Crescent, Sadlier	Lot 1 in DP 1156005, Parish of St Luke, County Cumberland
165	20-24 Glenwari Street, Sadlier	Lot 2024 in DP 1155910, Parish of St Luke, County Cumberland
166	38-46 Neerini Avenue, Smithfield	Lot 114 in DP 1156184, Parish of St Luke, County Cumberland
167	9-15 Neerini Ave & 73-77 Brenan Street, Smithfield	Lot 100 in DP 1157203, Parish of St Luke, County Cumberland
168	Lot 72 Sixteenth Avenue cnr Onslow Gardens, West Hoxton	Lot 1 to 9 in DP 1159199, Parish of Cabramatta, County Cumberland
169	10-18 Wentworth Street, Yennora	Lot 251 in DP 1157372, Parish of St John, County Cumberland
170	10-16 Blaxland Street, Yennora	Lot 281 in DP 1157375, Parish of St John, County Cumberland

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, AC

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in THE NORTH COAST COMMUNITY HOUSING COMPANY LTD (ABN 97 002 685 761), such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENCEZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED

by the

NEW SOUTH WALES LAND AND HOUSING CORPORATION

in

THE NORTH COAST COMMUNITY HOUSING COMPANY LTD (ABN 97 002 685 761)

No. Property Address

Title Particulars

Properties allocated under the Nation Building Economic Stimulus Plan Stage 1

1 26 Zambelli Street, Lismore

Lot 2 in DP 1142494, Parish of Lismore, County Rous

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, AC

I, Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, 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', such vesting to take effect on Monday, 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENCEZINI, M.P.,
Minister for Housing, Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

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)

No. Property Address

Title Particulars

Properties allocated under the Nation Building Economic Stimulus Plan Stage 1

1	119 Lakeview Parade, Primbee	Lot 350 in DP 9753, Parish of Wollongong, County Camden
2	1-3 King Street & 40 Day Street, Warilla	Lot 1 in DP 1153655, Parish of Terragong, County Camden

Properties allocated under the Nation Building Economic Stimulus Plan Stage 2 – Property Package 15

3	78-82 The Kingsway, Barrack Heights	Lot 1 in DP 1159287, Parish of Terragong, County Camden
4	14-18 Yuill Avenue, Corrimal	Lot 100 in DP 1156309, Parish of Woonona, County Camden
5	19-23 Arthur Street & 32-34 Eager Street, Corrimal	Lot 1 in DP 1156368, Parish of Woonona, County Camden
6	Lots 1, 2, 3 & 4 Robert Street, Corrimal	Lots 1, 2, 3, 4 in DP 1159710, Parish of Woonona, County Camden
7	16-22 Buckland Street, Fairy Meadow	Lot 115 in DP 1156077, Parish of Woonona, County Camden
8	9-11 Buckland Street & 20-24 Wright Street, Fairy Meadow	Lot 114 in DP 1156076, Parish of Woonona, County Camden
9	115A Belinda Street, Gerringong	Lot 102 in DP 1072547, Parish of Broughton, County Camden
10	83-85 Queen Street, Warilla	Lot 1 in DP 1156901, Parish of Terragong, County Camden
11	3-5 Short Street / 20 Thomas Street, Warilla	Lot 100 in DP 1156195, Parish of Terragong, County Camden
12	76-78 New Dapto Road, Wollongong	Lot 1 in DP 1158915, Parish of Wollongong, County Camden
13	1-5 Woods Street, Woonona	Lot 116 in DP 1156079, Parish of Woonona, County Camden

HOUSING ACT 2001

ORDER

Her Excellency Professor MARIE BASHIR, AC

Professor MARIE BASHIR, Companion of the Order of Australia, Governor of the State of New South Wales in the Commonwealth of Australia, with the advice of the Executive Council, on the recommendation of the Minister for Housing, and in pursuance of section 67O, Division 4, Part 9A of the Housing Act 2001, do, by this, my Order, vest the land referred to in the Schedule of this Order, in WOMEN'S HOUSING COMPANY LTD (ABN 38 002 704 056), such vesting to take effect on 18 April 2011.

Signed and sealed at Sydney, this 2nd day of March 2011.

By Her Excellency's Command,

FRANK TERENZINI, M.P.,
Minister for Housing,
Minister for Small Business
and Minister Assisting the Premier on Veterans' Affairs

GOD SAVE THE QUEEN!

SCHEDULE OF LAND TO BE VESTED
by the
NEW SOUTH WALES LAND AND HOUSING CORPORATION
in
WOMEN'S HOUSING COMPANY LTD (ABN 38 002 704 056)

<i>No.</i>	<i>Property Address</i>	<i>Title Particulars</i>
Properties allocated under the Community Housing Asset Ownership Tender		
1	6 Merton Street, Stanmore	Lot A in DP 322463, Parish of Petersham, County Cumberland
2	100 Station Street, Meadowbank	Lot 32, Section E, in DP 2322, Parish of Hunters Hill, County Cumberland
3	319 Avoca Street, Randwick	Lot 1 in DP 770423, Parish of Alexandria, County Cumberland
4	17 Willan Drive, Cartwright	Lot 310 in DP 233164, Parish of St Luke, County Cumberland
5	19 Willan Drive, Cartwright	Lot 31 in DP 1054620, Parish of St Luke, County Cumberland
6	12 Arthur Street, Ashfield	Lot 1 in DP 84669, Parish of Petersham, County Cumberland
7	118 Glebe Point Road, Glebe	Lot 10 in DP 245405, Parish of Petersham, County Cumberland
8	55 Searl, Petersham	Lot A in DP 33218, Parish of Petersham, County Cumberland
9	7-9 Bird Street, Ryde	Lot 101 in DP 1083610, Parish of Hunters Hill, County Cumberland
10	10 Sloane, Summer Hill	Lot B in DP 417489, Parish of Petersham, County Cumberland
11	3 Sunning Place, Summer Hill	Lot 5 in DP 18093 and Lot A in DP 344760, Parish of Petersham, County Cumberland
12	14-16 Tyler Crescent, Abbotsford	Lot 100 in DP 1081214, Parish of Concord, County Cumberland
13	109 Carlton Crescent, Summer Hill	Lot 1 in DP 345411, Parish of Petersham, County Cumberland
14	21 Gould Street, Campsie	Lot 167 in DP 3846, Parish of St George, County Cumberland
15	76A & 76B Lorraine Street, Peakhurst	Lot 31 in DP 36202, Parish of St George, County Cumberland

PIPELINES ACT 1967

Notification of Vesting of Lands and Easements
Murrumbidgee to Googong Water Transfer Pipeline
Pipeline Licence No. 37

I, PHILLIP COSTA, Minister for Water, pursuant to the provisions of sections 21 and 61 of the Pipelines Act 1967, hereby declare that the land and easements over the land described in Schedule 1 hereto are vested in ACTEW Corporation for the purposes of and incidental to the construction and operation of a pipeline subject to the restrictions as to user set out in Schedule 2 hereto.

Dated this first day of March 2011.

PHILLIP COSTA, M.P.,
Minister for Water

SCHEDULE 1

Notification of Acquisition of Easements for Pipeline

All those pieces or parcels of land described in the Deposited Plans DP 1161971, DP 1161890, DP 1161893, DP 1161899, and accompanying instruments under section 22 of the Pipelines Act 1967 lodged and registered with the Land and Property Management Authority.

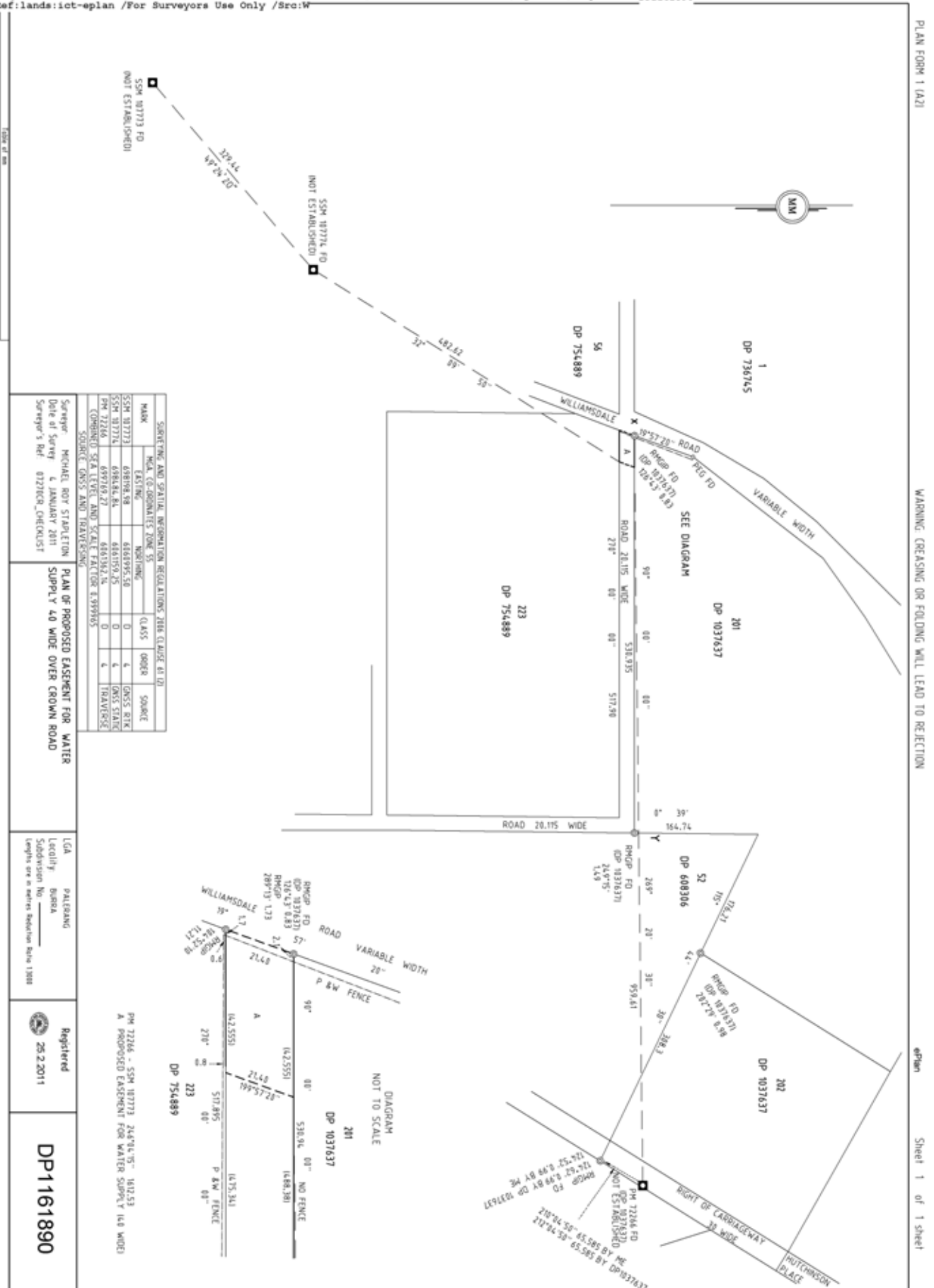
SCHEDULE 2

Restrictions as to User

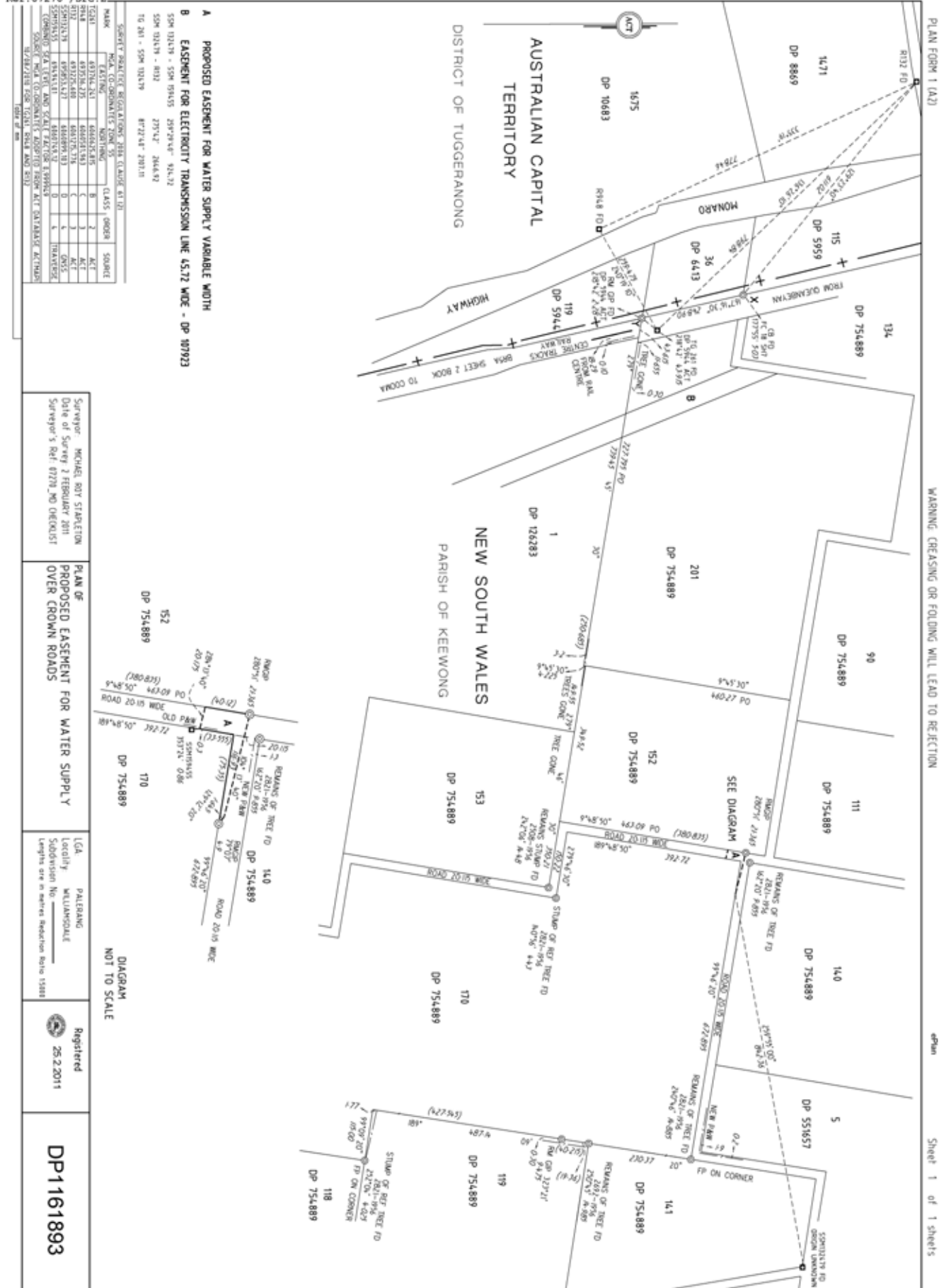
Without affecting the generality of any requirement imposed by the Pipelines Act 1967 or regulations thereunder, the owner or occupier of land over which there is an easement for pipeline must not within the easement, except with the prior consent in writing of the person in whom the easement is vested:

- (a) Excavate (including blasting), drill or dig.
- (b) Erect, place or permit to be erected or placed any building, structure (including fence posts), plant, apparatus or equipment, earthworks, utility services or other improvements whether permanent or temporary on, over or under the land.
- (c) Alter or disturb existing levels, contours or gradients.
- (d) Plant or cultivate any tree within 3 metres of the pipeline or any apparatus or works.
- (e) Place on or use any part of the servient tenement for the transport, carriage or support of any heavy object, vehicle or implement, which could in any way cause or be likely to cause damage to the pipeline.
- (f) Undertake any other activity that represents a danger to the pipeline or is a danger to the operation of the pipeline or its apparatus or works including signs, vent pipes and cathodic protection systems including anode beds and electrolysis test points.

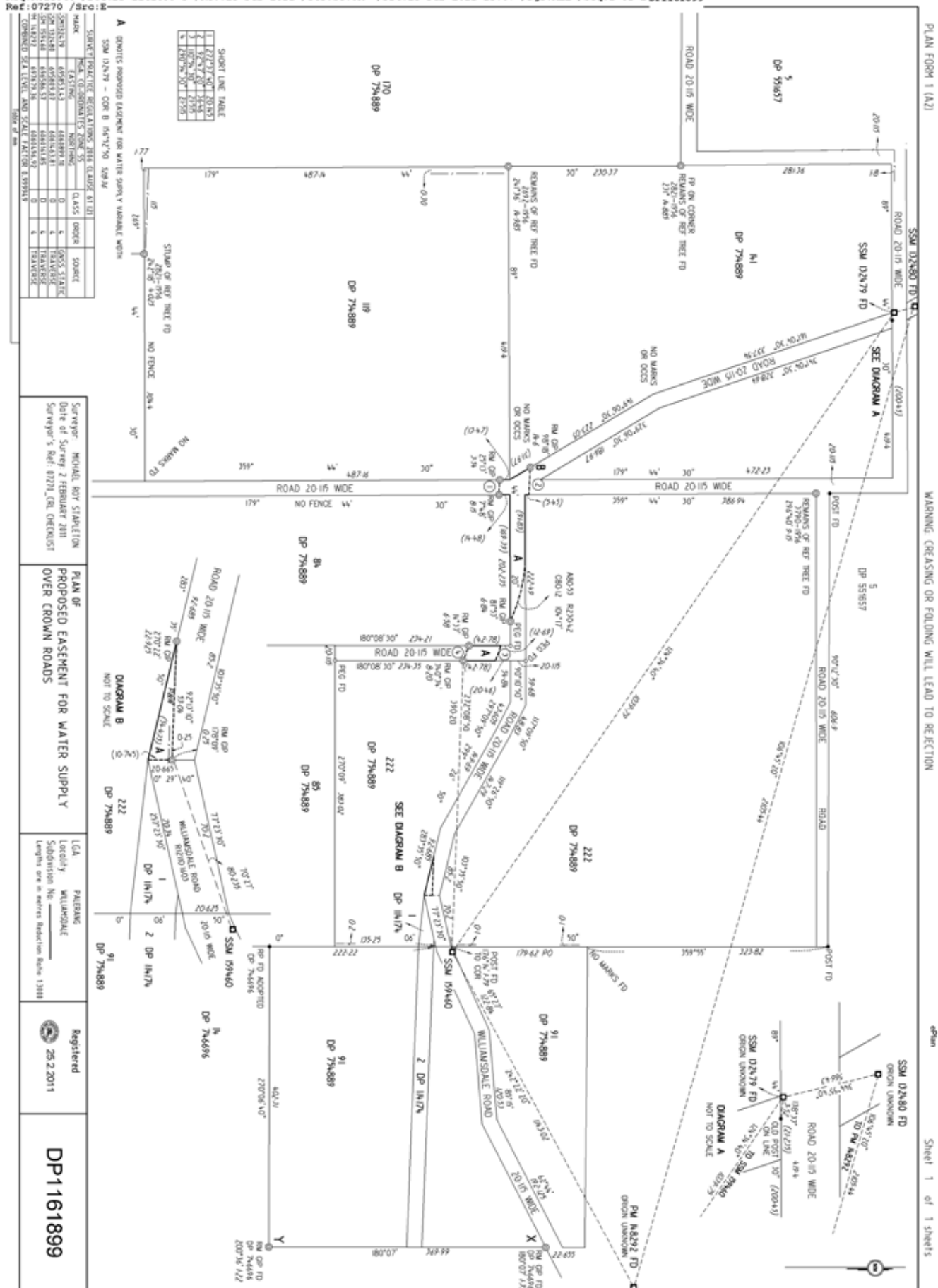
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Ref:lands:ict-eplan /For Surveyors Use Only /Src:W



Req:R813962 /Doc:DP 1161893 P /Rev:25-Feb-2011 /Sts:SC.OK /Prt:25-Feb-2011 13:06 /Pgs:ALL /Seq:1 of 2 DP1161893
Ref:07270 /Src:E_____



Req:R813968 /Doc:DP 1161899 P /Rev:25-Feb-2011 /Sts:SC OK /Prt:25-Feb-2011 13:07 /Pgs:ALL /Seq:1 of 2 DP1161899
Ref:07270 /Src:E_____



SYDNEY WATER CATCHMENT MANAGEMENT ACT 1998

Sections 26, 27 and 28 (2)

Amendment and Renewal of Operating Licence

WITH the advice of the Executive Council, I, the Honourable Justice James Allsop, Administrator of the State of New South Wales, in pursuance of sections 26, 27 and 28 (2) of the Sydney Water Catchment Management Act 1998, do, by this instrument, amend and renew the operating licence of the Sydney Catchment Authority as attached in Schedule 1.

Signed at Sydney this 23rd day of February 2011.

JAMES ALLSOP,
Administrator of New South Wales

SCHEDULE 1

Sydney Catchment Authority Operating Licence

PART 1 INFORMATION ABOUT THE LICENCE	1
1.1 Purpose of Licence	1
1.2 Duration of Licence	1
1.3 Powers not limited	1
1.4 Area of operations	1
1.5 Clause removed	2
1.6 End of Term Review	2
1.7 Licence amendment	2
1.8 Contravention of Licence	2
1.9 Cancellation of Licence	3
1.10 Availability of Licence	3
1.11 Non-exclusive licence	3
1.12 Information provided to IPART under Licence	3
PART 2 THE SCA'S RESPONSIBILITIES	4
2.1 Responsibilities of the SCA under the Licence and other laws	4
2.2 Responsibility of the SCA under the Act	4
2.3 Memorandum of Understanding	4
PART 3 RAW WATER QUALITY	6
3.1 Specific Water Characteristics	6
3.2 Health Related Water Quality Characteristics	6
3.3 Clause removed	7
3.4 Water supplied for Water Treatment	7
3.5 Catchment and system management	7
3.6 Water quality monitoring and reporting	7
3.7 Water quality planning	9
3.8 Environmental water quality	11
PART 4 CATCHMENT MANAGEMENT AND PROTECTION	12
4.1 SCA to manage and protect Catchment Areas	12
4.2 Plans of Management – Special Areas	12
4.3 Regional Environmental Plan	12
4.4 Clause removed	13
4.5 Provision of Information	13
PART 5 THE ENVIRONMENT	14
5.1 Environmental Management	14
5.2 Environmental Indicators	14
PART 6 MANAGEMENT OF CATCHMENT INFRASTRUCTURE WORKS AND WATER CONSERVATION	16
6.1 Management of Catchment Infrastructure Works	16
6.2 Water Supply System Yield	16
6.3 Review of the model	16
6.4 Water conservation	17

PART 7 ASSET MANAGEMENT	18
7.1 Asset management obligation	18
7.2 Reporting on the management system of the Assets	18
7.3 Auditing the management system of the Assets	19
PART 8 CUSTOMERS	20
8.1 Customer – Sydney Water Corporation	20
8.2 Customers – other than Sydney Water Corporation	20
8.3 Complaints	20
8.4 Consultation	21
PART 9 PRICING	22
9.1 Sydney Water Corporation	22
9.2 Wingecarribee Shire Council and Shoalhaven City Council	22
9.3 Other customers	22
PART 10 LIABILITY ISSUES	23
10.1 Contracting out	23
10.2 Damage and compensation to persons	23
PART 11 ANNUAL AUDIT OF THE LICENCE	24
11.1 Commission of audits	24
11.2 What the audit is to report on	24
11.3 Reporting of audit	25
11.4 Additional audits	25
11.5 Provision of information	25
PART 12 NOTICES	27
PART 13 DEFINITIONS AND INTERPRETATION	28
13.1 Definitions	28
13.2 Interpretation	31
SCHEDULE 1 AREA OF OPERATIONS	33
SCHEDULE 2 ENVIRONMENTAL INDICATORS	34

Sydney Catchment Authority Operating Licence

Part 1 Information about the Licence**1.1 Purpose of Licence**

1.1.1 The purpose of the Licence is to set out the terms and conditions under which the SCA is to:

- (a) meet the objectives and other requirements imposed on it in the Act;
- (b) provide, construct, operate, manage and maintain efficient and co-ordinated viable systems and services for supplying Raw Water;
- (c) comply with the quality and performance standards required in the Licence or required to be developed under the Licence;
- (d) report against indicators on the impact of its activities (including but not limited to, the impact of energy used and waste generated), or other matters as determined by IPART;
- (e) recognise the rights given to Customers and the community by the Licence; and
- (f) be subject to the Annual Audit of compliance with the Licence.

1.2 Duration of Licence

1.2.1 The 2006 Operating Licence is renewed and replaced by the Licence with effect from the Commencement Date on the terms set out in the Licence.

1.2.2 The Licence expires on 30 June 2012. The Governor may, however, renew the Licence under the Act.

[Note: Section 28 of the Act allows the Governor to renew the licence for a maximum of 5 years at a time.]

1.2.3 The Licence does not affect any rights or obligations that accrued under the 2006 Operating Licence prior to its renewal by the Licence.

1.3 Powers not limited

The Licence does not restrict the SCA's power to carry out any Functions conferred or imposed under any applicable law.

1.4 Area of operations

1.4.1 The Licence enables the SCA to exercise its Functions in or in respect of an area in or outside the Area of Operations.

1.4.2 The Area of Operations may be varied only as permitted under the Act.

[Note: The Area of Operations for the SCA is listed in Schedule 1 of the Licence. Section 20 of the Act states that subject to certain requirements the Governor may vary the Area of Operations by order published in the NSW Government Gazette.]

Independent Pricing and Regulatory Tribunal

1.5 Clause removed

Clause removed

1.6 End of Term Review

- 1.6.1 An End of Term Review for the purpose of determining the terms of any renewal of the Licence is to commence on or about 1 July 2011.
- 1.6.2 The End of Term Review is to be undertaken by the Licence Review Body.
- 1.6.3 The Licence Review Body is to engage in Public Consultation as part of the End of Term Review.
- 1.6.4 The Licence Review Body is to report to the Minister within 12 months of commencing the review on the following:
- (a) the findings of the review;
 - (b) any recommendations for amendment to the Licence, including any additional terms to be included in any renewal of the Licence; and
 - (c) any recommendations for amendment to any law that would enhance the operation of the Licence.
- 1.6.5 The Licence Review Body's report must be made available to the public by the SCA at the direction of the Minister.
- 1.6.6 The Minister may accept or reject any recommendation made by the Licence Review Body.
- 1.6.7 If any recommendation made by the Licence Review Body and accepted by the Minister requires an amendment to the Licence, the recommendation is of no force or effect unless the Licence is relevantly amended under section 27 of the Act.
- 1.6.8 Any recommendation made by the Licence Review Body that is not accepted by the Minister is of no force or effect.

1.7 Licence amendment

The Licence may be amended by the Governor under the Act.

[Note: Section 27 of the Act provides that the Governor may amend the operating licence.]

1.8 Contravention of Licence

- 1.8.1 If the Minister is of the opinion that the SCA has contravened the Licence, the Minister may take action against the SCA under section 29 of the Act.

[Note: Section 29 of the Act provides that, where the Minister is of the opinion that the SCA contravenes the Licence, the Minister may serve a notice on the SCA requiring it to rectify the contravention; or, the Governor may direct that the SCA is to pay a monetary penalty in an amount determined by the Governor.]

Sydney Catchment Authority Operating Licence

1.8.2 If the SCA contravenes the Licence, IPART may take action against the SCA under section 29A of the Act.

[Note: Section 29A of the Act provides that, where the SCA knowingly contravenes the Licence, IPART may impose a monetary penalty on the SCA. Alternatively, IPART may require the SCA to take such action as IPART considers appropriate in the circumstances eg requiring the sending of information to customers or the publication of notices in newspapers.]

1.9 Cancellation of Licence

The Licence may be cancelled by the Governor in the circumstances described in section 30 of the Act.

[Note: Section 30 sets out the circumstances in which the Governor may cancel a licence. These are where the SCA ceases, otherwise than as authorised by the operating licence, to carry out its responsibilities under the licence in the area of operations of the SCA for any reason; or where the SCA, in the Minister's opinion, is in material default in compliance with the Licence and has not rectified such default or shown cause why the Licence should not be cancelled; or where the SCA is convicted on more than three occasions within a twelve month period of criminal offences punishable by at least a \$10,000 fine or twelve months' penal servitude or imprisonment if the SCA were a natural person.]

1.10 Availability of Licence

The SCA must make the Licence available to the public, free of charge.

1.11 Non-exclusive licence

The Licence does not prohibit a person (the **Supplier**) from supplying water (whether Raw Water or otherwise) to a person (including a person that is a Customer) in the Area of Operations, if the Supplier is lawfully entitled to do so.

1.12 Information provided to IPART under Licence

1.12.1 Any information provided to IPART under the Licence may be used by IPART for the purpose of any function lawfully conferred on IPART including the conduct of Annual Audits.

1.12.2 Any information which is required by the Licence to be provided by the SCA to IPART by 1 September or 30 November each year (as the case may be), must be made available to the public after such information is provided to IPART.

Independent Pricing and Regulatory Tribunal

Part 2 The SCA's responsibilities**2.1 Responsibilities of the SCA under the Licence and other laws**

The SCA must comply with the Licence and all applicable laws.

[Note: The SCA has obligations under a number of laws including:

- *Protection of the Environment Operations Act 1997;*
- *Public Health Act 1991;*
- *Water Management Act 2000;*
- *Water Act 1912;*
- *Environmental Planning and Assessment Act 1979;*
- *Independent Pricing and Regulatory Tribunal Act 1992;*
- *Dams Safety Act 1978; and*
- *Fisheries Management Act 1994*
- *Public Finance and Audit Act 1983.]*

2.2 Responsibility of the SCA under the Act

2.2.1 The SCA's principal objectives under section 14(1) of the Act are:

- (a) to ensure that the Catchment Area and the Catchment Infrastructure Works are managed and protected so as to promote water quality;
- (b) to protect public health and public safety and the environment;
- (c) to ensure that water supplied by it complies with appropriate standards of quality;
- (d) where its activities affect the environment, to conduct its operation in compliance with the principles of ecologically sustainable development contained in section 6(2) of the *Protection of the Environment Administration Act 1991*; and
- (e) to manage the SCA's Catchment Infrastructure Works efficiently and economically and in accordance with sound commercial principles.

2.2.2 The SCA's special objectives under section 14(2) of the Act are:

- (a) to minimise risks to human health; and
- (b) to prevent the degradation of the environment.

2.3 Memorandum of Understanding

2.3.1 Under section 36 of the Act, the SCA must maintain a Memorandum of Understanding with each of Director-General of NSW Health, and EPA for the term of the Licence.

[Note: Section 36 of the Act requires the SCA to enter into separate memoranda of understanding with certain regulatory agencies, being, Director-General of NSW Health and Environment Protection Authority (now part of the Department of Environment and Conservation). If the SCA and those regulatory agencies are not able to agree on a term of the memorandum of understanding, the memorandum is to be entered into in accordance with procedures determined by the Premier or is taken to be entered into in such terms as are determined by the Premier. A memorandum of understanding entered into by the SCA under section 36 is to be reviewed, and amended or replaced, at such times and in such circumstances as are agreed upon between the SCA and the agency concerned, or as are determined by the Minister. Section 38 deals with public exhibition of memoranda of understanding.]

Sydney Catchment Authority Operating Licence

2.3.2 The purpose of the relevant Memorandum of Understanding is to form the basis for cooperative relationships between the parties to the Memorandum of Understanding with a view to furthering the objectives of the Licence and the Act. In particular:

- (a) the Memorandum of Understanding with NSW Health is to recognise the role of NSW Health in providing advice to the Government of New South Wales in relation to water quality standards and public health;
- (b) Clause removed
- (c) the Memorandum of Understanding with EPA is to recognise the role of EPA in protecting the environment of New South Wales.

Independent Pricing and Regulatory Tribunal

Part 3 Raw Water quality**3.1 Specific Water Characteristics**

3.1.1 The SCA must maintain, to the satisfaction of NSW Health and Sydney Water Corporation, a list of specific water characteristics (**Specific Water Characteristics**) for the purpose of:

- (a) identifying the water characteristics which should be monitored and reported on in order to protect human health; and
- (b) seeking to prevent water quality from degrading over time.

3.1.2 The list of Specific Water Characteristics must be monitored and reported under clause 3.6. This list is to be derived from the Australian Drinking Water Guidelines 2004 and must be updated, as directed by NSW Health from time to time, by the SCA to the satisfaction of NSW Health and Sydney Water Corporation.

3.1.3 The SCA must provide IPART with a copy of the list of Specific Water Characteristics (as updated from time to time), as soon as possible after it is agreed to by NSW Health and Sydney Water Corporation. The SCA must make a copy of that list available to the public after it has been provided to IPART.

3.1.4 If the SCA, NSW Health and Sydney Water Corporation cannot agree on a list of Specific Water Characteristics, the views of NSW Health will prevail and the SCA must accept the list of Specific Water Characteristics determined by NSW Health.

3.2 Health Related Water Quality Characteristics

3.2.1 The SCA must maintain, to the satisfaction of NSW Health, a list of health related water quality characteristics (**Health Related Water Quality Characteristics**) for the purpose of:

- (a) identifying relevant contaminants and other water characteristics that may have an adverse impact on human health; and
- (b) protecting human health by ensuring that the health guideline values in the Australian Drinking Water Guidelines 2004 for those characteristics are not exceeded.

3.2.2 The list of Health Related Water Quality Characteristics must be monitored and reported under clause 3.6. This list is to be derived from the list of Specific Water Characteristics in clause 3.1.1 and must be updated, as directed by NSW Health from time to time, by the SCA to the satisfaction of NSW Health.

Sydney Catchment Authority Operating Licence

3.2.3 The SCA must provide IPART with a copy of the list of Health Related Water Quality Characteristics (as updated from time to time), as soon as possible after it is agreed with NSW Health. The SCA must make a copy of that list available to the public after it has been provided to IPART.

3.2.4 If the SCA and NSW Health cannot agree on a list of Health Related Water Quality Characteristics, the views of NSW Health will prevail and the SCA must accept the list of Health Related Water Quality Characteristics determined by NSW Health.

3.3 Clause removed

3.4 Water supplied for Water Treatment

In relation to the supply of Raw Water by the SCA to Customers for Water Treatment, the SCA must comply with the following provisions:

- (a) the concentration or level of the Health Related Water Quality Characteristics must not exceed the health guideline values in the Australian Drinking Water Guidelines 2004 for those characteristics; and
- (b) where necessary, the SCA must liaise, cooperate and where possible agree on cost-effective strategies (and the timing of their implementation) with Customers to ensure treated water consumed by humans is not harmful to human health.

3.5 Catchment and system management

The SCA must comply with the Australian Drinking Water Guidelines 2004 relating to the management of the Catchment Area and the Catchment Infrastructure Works.

[Note: The Australian Drinking Water Guidelines 2004 include catchment and system management practices to minimise the risk of contamination to Raw Water supplies, for example, the catchment management practices required to minimise the risk of contamination by Cryptosporidium and Giardia.]

3.6 Water quality monitoring and reporting

Water quality monitoring

3.6.1 The SCA must maintain a water quality monitoring program (**Monitoring Program**) that comprises:

- (a) routine monitoring of the quality of Raw Water supplied to Customers for Water Treatment:
 - (i) for the Specific Water Characteristics; and
 - (ii) for the concentration or level of the Health Related Water Quality Characteristics against the health guideline values in the Australian Drinking Water Guidelines 2004 for those characteristics; and
- (b) targeted, investigative and event based monitoring of the water in the Catchment Area and the SCA's Water Storages, to monitor occurrence of particular characteristics and contaminants in water.

Independent Pricing and Regulatory Tribunal

3.6.2 The Monitoring Program must include at least the following in relation to the routine monitoring required under clause 3.6.1(a):

- (a) monitoring for the Specific Water Characteristics;
- (b) monitoring for the concentration or level of the Health Related Water Quality Characteristics against the health guideline values in the Australian Drinking Water Guidelines 2004 for those characteristics;
- (c) monitoring for any other characteristics of water nominated by NSW Health;
- (d) an effective system of quality assurance in the monitoring, sampling, testing and reporting processes it employs, which must be to the satisfaction of NSW Health; and
- (e) sampling frequencies and locations that produce results which are representative of the quality of Raw Water supplied to Customers for Water Treatment and are based on outcomes of a risk assessment process.

3.6.3 The SCA must provide:

- (a) the results of the routine monitoring required under clauses 3.6.2(a), 3.6.2(b) and 3.6.2(c) to the Customers that it supplies Raw Water for Water Treatment, as soon as practicable; and
- (b) the results of the routine monitoring required under clauses 3.6.2(b) and 3.6.2(c) to NSW Health, as soon as practicable.

3.6.4 The Monitoring Program must include at least the following in relation to the targeted, investigative and event based monitoring required under clause 3.6.1(b):

- (a) an effective system of quality assurance in the monitoring, sampling, testing and reporting processes, which must be to the satisfaction of NSW Health and NOW; and
- (b) sampling frequencies and locations that produce information to better define the occurrence and factors contributing to the presence of the characteristics in the water, which must be to the satisfaction of NSW Health and NOW.

3.6.5 The SCA must, to the satisfaction of IPART, continue to comply with a strategy and timeframe to further improve its Monitoring Program. Improvements to the Monitoring Program may include such elements as capability to capture real-time information on water quality and water quantity variables specified by NSW Health and NOW.

3.6.6 The SCA must maintain a database or databases of monitoring results for the routine, targeted, investigative and event based monitoring.

Reporting

3.6.7 The nature, features and results of the Monitoring Program must be provided to IPART by 30 November each year for the previous financial year.

3.6.8 The information provided must, in addition to the information required under clause 3.6.3, also contain the following:

- (a) a summary of the monitoring information of the SCA;

Sydney Catchment Authority Operating Licence

- (b) a summary of water quality information;
- (c) information on the extent of compliance and non compliance by the SCA for the period reported;
- (d) information on the integrity of the data reported;
- (e) a summary of water quality incidents identified during the period reported and actions taken to resolve, eliminate or mitigate the effect of those incidents; and
- (f) steps taken by the SCA to protect public health as a result of an incident.

3.6.9 IPART must consider the information provided under clause 3.6.8 as part of the Annual Audit.

3.6.10 The SCA must provide IPART with a report (to the satisfaction of IPART), by 30 November 2011, which analyses trends in water quality:

- (a) at the inflows to the water filtration plants,
- (b) within the SCA's Water Storages; and
- (c) at other locations as specified by NSW Health and NOW (including inflows into the SCA's Water Storages).

3.6.11 The information provided to IPART under clause 3.6.10 must be made available to the public, free of charge.

3.7 Water quality planning

Water Quality Management Framework

3.7.1 The SCA must continue to manage Raw Water quality, to the satisfaction of IPART and NSW Health, under a water quality management framework for water quality management in the Catchment Area and SCA's Water Storages (**Water Quality Management Framework**).

3.7.2 The purpose of the Water Quality Management Framework is to:

- (a) identify, assess and quantify hazards and risks to Raw Water quality;
- (b) identify, evaluate, implement and monitor controls to be used in dealing with these hazards and risks; and
- (c) enable prioritisation of actions, research and water quality monitoring.

3.7.3 In order to achieve the purpose set out in clause 3.7.2, the Water Quality Management Framework must:

- (a) incorporate all elements of the 'Drinking Water Quality Management Framework', presented in the Australian Drinking Water Guidelines 2004;
- (b) identify and assess pollution sources in the Catchment Area including how pollutants are modified between the source and the SCA's Water Storages;

Independent Pricing and Regulatory Tribunal

- (c) evaluate the potential impact of pollution identified in clause 3.7.3(b) on the quality of Raw Water supplied to Customers (as this information becomes available through the SCA's long term research);
- (d) identify opportunities where modification of the operation of Catchment Infrastructure Works should result in improved water quality outcomes;
- (e) review, prioritise and specify the actions in strategic planning, catchment management, storage management and delivery management with clear timeframes to protect or improve the quality of Raw Water supplied to Customers, taking into account, at least, the work undertaken in clauses 3.7.3(c) and 3.7.3(d);
- (f) implement the prioritised actions in clause 3.7.3(e) and evaluate results of monitoring at the inflows to the water filtration plants, in the SCA's Water Storages, inflows into the SCA's Water Storages and other key points to validate the impacts of the implemented actions on Raw Water quality;
- (g) as part of the Annual Audit process, provide information on those prioritised actions in clause 3.7.3(f) undertaken in strategic planning, catchment management, storage management and delivery management and the outcomes of those actions on water quality at the key monitoring points; and
- (h) re-prioritise the actions in clause 3.7.3(e) based on the information provided under clause 3.7.3(g).

3.7.4 In developing the Water Quality Management Framework, the SCA must:

- (a) apply Australian Standard Risk Management: AS/NZS4360:2004 to the quality of Raw Water supplied by the SCA to its Customers;
- (b) apply Australian Standard Risk Management: AS/NZS4360:2004 to develop risk action plans; and
- (c) consider the benefits and costs of different management options.

3.7.5 The SCA must engage in Public Consultation if the Water Quality Management Framework is reviewed.

3.7.6 If the Water Quality Management Framework is reviewed, the SCA must consult with IPART, NSW Health, DECCW and NOW.

Incident Management Plan

3.7.7 The SCA must maintain, to the satisfaction of NSW Health, an incident management plan (**Incident Management Plan**), for the purpose of minimising the risk to human health from the Raw Water supplied by the SCA to Customers.

3.7.8 The Incident Management Plan must remain in place until any new plan is developed in agreement with NSW Health and must form part of the Water Quality Management Framework.

3.7.9 If the Incident Management Plan is reviewed during the term of the Licence, the SCA must consult with Customers to whom it supplies Bulk Raw Water for Water Treatment and NSW Health in relation to the adequacy of the Incident Management Plan and update that plan as required.

Sydney Catchment Authority Operating Licence

- 3.7.10 The Incident Management Plan must contain, or incorporate by reference, procedures and protocols for the coordinated management of water incidents including media and stakeholder liaison and any notification of public health advice received from NSW Health to Customers.
- 3.7.11 The Incident Management Plan must include a requirement for the SCA to advise NSW Health and the Customers to whom it supplies Raw Water for Water Treatment, if the Raw Water it supplies may be a risk to human health.

3.8 Environmental water quality

The SCA must meet the environmental water quality requirements for any discharges or water releases required under licences issued to the SCA by DECCW or NOW.

Independent Pricing and Regulatory Tribunal

Part 4 Catchment management and protection**4.1 SCA to manage and protect Catchment Areas**

- 4.1.1 The SCA must manage and protect the Catchment Area consistent with its objectives and Functions under the Act.
- 4.1.2 By 30 November each year, the SCA must provide information to IPART on its catchment management and protection activities for the previous financial year, to enable IPART to consider the matter as part of the Annual Audit.
- 4.1.3 The information provided must:
- (a) for each catchment management and protection activity or program, be in a format and content to be agreed between the SCA and IPART, and include the following:
 - (i) the planned and actual catchment management and protection activities;
 - (ii) the planned and actual expenditure for each of the activities in clause 4.1.3(a)(i); and
 - (iii) the planned and actual outcomes for each of the activities in clause 4.1.3(a)(i);
 - (b) identify program activities which responded to the recommendations or findings of the Annual Audit, Catchment Audit, or the SCA's research or monitoring programs;
 - (c) explain any annual changes in catchment management and protection activities or programs and expenditure; and
 - (d) include the SCA's compliance with any Plan of Management.

4.2 Plans of Management – Special Areas

- 4.2.1 The SCA must give effect to the Plan of Management. In doing so, the SCA must consult, and where possible, collaborate with the National Parks and Wildlife Service of DECCW.
- 4.2.2 The SCA must review the Plan of Management with the National Parks and Wildlife Service of DECCW in accordance with the timeframe outlined in the Plan of Management.

4.3 Regional Environmental Plan

- 4.3.1 The SCA must comply with any obligations imposed on it under the Regional Environmental Plan, applicable to its Functions under the Act and the Licence.

Sydney Catchment Authority Operating Licence

4.3.2 The SCA must promote implementation and awareness of the Regional Environmental Plan including education of public authorities and other relevant parties in the Catchment Area.

4.3.3 The SCA must provide information to IPART, by 1 September each year for the previous financial year, on its compliance with the Regional Environmental Plan.

4.4 Clause removed

4.5 Provision of Information

The SCA must use its best endeavours to publish on its website and keep up-to-date the following:

- (a) a list of information on water quality relevant to the Catchment Area collected by the SCA or other relevant persons or bodies and provide links to that information or advice on how that information can be accessed by the public;
- (b) a list of the SCA's unpublished river health data and provide advice on how that information can be accessed by the public;
- (c) each week, information on water transfers from the Shoalhaven Scheme, including:
 - (i) actual and projected weekly volumes of water transferred from the Shoalhaven Scheme to Warragamba Dam or Nepean Dam; and
 - (ii) cumulative week to week totals of water transferred over the course of the applicable financial year.

Independent Pricing and Regulatory Tribunal

Part 5 The environment**5.1 Environmental Management**

5.1.1 The SCA must maintain programs for environmental management.

5.1.2 The SCA must engage in Public Consultation in any review of its programs for environmental management.

5.1.3 The SCA's programs for environmental management must:

- (a) include programs to manage and minimise the environmental impacts from its activities, such as energy and water consumption, greenhouse emissions, waste and cultural heritage;
- (b) comply with principles of ecologically sustainable development;
- (c) be recognised in its business plans; and
- (d) incorporate environmental improvement targets and timetables for the SCA to achieve over the term of its business plans.

[Note: One of the principal objectives of the SCA in the Act is to conduct its operations in compliance with the principles of ecologically sustainable development contained in section 6(2) of the Protection of the Environment Administration Act 1991.]

5.1.4 Clause removed

5.1.5 By 1 September each year, the SCA must provide information to IPART on its progress for the previous financial year in meeting its obligations in clause 5.1.1. The information must include the SCA's compliance with the targets and timetables in clause 5.1.3.

5.2 Environmental Indicators

5.2.1 The SCA must monitor, record, compile data and provide information on the Environmental Indicators for the immediately preceding financial year or otherwise in accordance with the reporting frequency indicated in Schedule 2.

[Note: Under section 26(1)(c) of the Act, the licence must require the SCA to compile indicators of the direct impact of the SCA's activities (including, but not limited to, the impact of energy used and waste generated) on the environment:

- (1) to enable preparation of an annual report on the SCA's performance;*
- (2) to provide information for a year to year comparison in relation to the SCA's performance in this area, and*
- (3) to enable preparation of a report to Parliament.]*

5.2.2 By 30 November each year, the SCA must provide information on its performance, for the previous financial year or otherwise in accordance with the reporting frequency indicated in Schedule 2, against the Environmental Indicators.

5.2.3 The information referred to in clause 5.2.2:

- (a) must be provided, where such data is available, in relation to each sub-catchment in the Catchment Area;
- (b) must be provided in a manner which enables a financial year to financial year comparison in relation to the SCA's performance against the Environmental

Sydney Catchment Authority Operating Licence

- Indicators and, in particular, where such data is available, a comparison with historical annual values over at least the previous 12 financial years; and
- (c) must be accompanied by an analysis of trends in the data (including possible causes or actions proposed in response to any improvement or deterioration in performance).

Independent Pricing and Regulatory Tribunal

Part 6 Management Of Catchment Infrastructure Works and Water Conservation**6.1 Management of Catchment Infrastructure Works**

- 6.1.1 The SCA must manage and operate the Catchment Infrastructure Works to minimise risk to human health from the Raw Water it supplies.
- 6.1.2 The SCA must ensure that the Catchment Infrastructure Works is operated and managed consistent with the Design Criteria. The SCA must make the Design Criteria available to the public.

6.2 Water Supply System Yield

- 6.2.1 Clause removed
- 6.2.2 Clause removed
- 6.2.3 Clause removed
- 6.2.4 The SCA must re-calculate the Water Supply System Yield on the occurrence of any one or more of the following events:
- (a) the conclusion of any drought event;
 - (b) the commencement of any major modification or augmentation to the Catchment Infrastructure Works or the Water Supply System Infrastructure which will have a significant impact on the SCA's supply of water; and
 - (c) any material change to the operating rules of the Catchment Infrastructure Works (including Design Criteria).
- 6.2.5 The SCA must advise the Minister of any changes to the Water Supply System Yield from the previous Water Supply System Yield following a re-calculation under clause 6.2.4.
- 6.2.6 The SCA must make any changes to the Water Supply System Yield available to the public, including reasons for the changes to the Water Supply System Yield, as soon as practicable after advising the Minister of those changes in clause 6.2.5.

6.3 Review of the model

- 6.3.1 The SCA must complete, by 30 June 2011, the independent expert review of its model and procedure for calculation of the Water Supply System Yield which commenced under the 2006 Operating Licence in accordance with the terms of the 2006 Operating Licence.
- 6.3.2 Clause removed
- 6.3.3 Clause removed
- 6.3.4 Clause removed

Sydney Catchment Authority Operating Licence

6.4 Water conservation

6.4.1 The SCA must undertake practicable actions to conserve water and minimise water losses, which may include working collaboratively with its Customers.

6.4.2 The SCA must provide information to IPART, by 1 September each year for the previous financial year, on:

- (a) any demand management and supply augmentation activities undertaken by the SCA, including any obligations under any licence or approval under the *Water Act 1912* or the *Water Management Act 2000* and the Metropolitan Water Plan;
- (b) the water balance as per the methodology set out in the report by Sinclair Knight Merz entitled, "Sydney Catchment Authority Operating Licence – Water Balance Template (October 2005)" for the Catchment Infrastructure Works and for each of the following water supply systems:
 - (i) Warragamba;
 - (ii) Woronora;
 - (iii) Blue Mountains;
 - (iv) Shoalhaven; and
 - (v) Upper Nepean; and
- (c) actions undertaken to manage leakage and losses from its Catchment Infrastructure Works, including actions and compliance with timeframes under the report prepared under the 2006 Operating Licence recommending appropriate actions and timeframes for the SCA to manage leakage and losses, and actual expenditure on managing water leakage and loss activities and estimated water savings as a result of those activities.

6.4.3 Clause removed

Independent Pricing and Regulatory Tribunal

Part 7 Asset management**7.1 Asset management obligation**

The SCA must ensure that its Assets are managed consistent with:

- (a) its obligations in the Licence, and all applicable laws, policies and guidelines with which the SCA must comply, including the requirements of the NSW Dams Safety Committee;
- (b) the principles of the Strategic Management Framework and the Total Asset Management Policy;
- (c) subject to clause 7.1(a), the lowest life cycle cost and acceptable risk of the Assets;
- (d) the whole life of the Assets; and
- (e) its assessment of the risk of loss of the Assets, and capacity to respond to a potential failure or reduced performance of the Assets.

7.2 Reporting on the management system of the Assets

7.2.1 At a time agreed with IPART, the SCA must provide information to IPART on the state of each group of Assets managed by the SCA.

7.2.2 The information provided must include the following:

- (a) a description of the processes, practices, systems and plans the SCA uses in managing the Assets;
- (b) a description of each group of Assets;
- (c) an assessment of the expected capability of the Assets to deliver the services required to be delivered by the SCA and meet the existing obligations of the SCA consistent with the Licence and all applicable laws with which the SCA must comply;
- (d) an assessment of the major issues or constraints on current and future performance of the Assets;
- (e) the strategies and expected costs of future investments in the Assets;
- (f) progress in implementing the management of the Assets and any recommended improvements in processes, practices, systems and plans for the management of the Assets; and
- (g) such other information reasonably required by IPART.

Sydney Catchment Authority Operating Licence

7.3 Auditing the management system of the Assets

- 7.3.1 IPART may (at a time it determines) conduct an audit of SCA's compliance with clauses 7.1 and 7.2. The audit may form part of an Annual Audit or be conducted separately from an Annual Audit, at the discretion of IPART.
- 7.3.2 IPART may at any time audit the SCA's compliance with clauses 7.1 and 7.2 for the purpose of:
- (a) investigating and reporting on, or reviewing the pricing of SCA's water services under the *Independent Pricing and Regulatory Tribunal Act 1992*; or
 - (b) investigating compliance by SCA with specific areas of its Asset management.
- 7.3.3 An audit undertaken under clause 7.3.1 or 7.3.2, must comply with the scope and audit specifications determined by IPART.
- 7.3.4 The provisions of Part 11 apply to an audit under clause 7.3 as if the audit under clause 7.3 is an Annual Audit.
- 7.3.5 IPART must advise the Minister of its decision to conduct an audit under clause 7.3.1 or 7.3.2 and, subsequent to the audit, provide the Minister with a report on the outcomes of the audit.

Independent Pricing and Regulatory Tribunal

Part 8 Customers**8.1 Customer – Sydney Water Corporation**

The SCA acknowledges that it has entered into a Bulk Water Supply Agreement with Sydney Water Corporation in compliance with its obligations under section 22 of the Act.

[Note: Division 4 of Part 3 (sections 22 to 24) of the Act specify the arrangements which are to be made with Sydney Water Corporation.]

8.2 Customers – other than Sydney Water Corporation

8.2.1 Subject to clause 8.2.3, the SCA must establish terms and conditions of supply which are to apply to all its Customers (other than Sydney Water Corporation) for the supply of Raw Water to those Customers. The terms and conditions of supply must include at least, the terms and conditions in clause 8.2.2.

8.2.2 The terms and conditions of supply must at a minimum include:

- (a) the standard of the quality of the water supplied;
- (b) the continuity of water supplied;
- (c) the costs to be paid by those Customers for the supply of water to them; and
- (d) dispute resolution and complaint handling procedures (not inconsistent with the procedures in clause 8.3).

8.2.3 If a Customer does not agree to the terms and conditions of supply referred to in clause 8.2.1, that Customer may request (but the SCA does not have to comply with that request) that the SCA enter into other agreements for the supply of Raw Water on such terms and conditions as may be negotiated between the SCA and that Customer, subject to those agreements complying with clause 8.2.2.

8.2.4 The SCA must advise the Customers in clause 8.2.1 and clause 8.2.3 of the potential uses for the Raw Water it supplies and of the need for Water Treatment if the water is to be used for human consumption.

8.3 Complaints

8.3.1 The SCA must maintain internal complaints handling procedures for receiving, responding to and resolving Complaints it receives, which relate to any of its Functions, from Customers and the community.

8.3.2 The internal complaints handling procedures of the SCA must be based on the Australian Standard *AS10002-2006 Customer Satisfaction – Guidelines for Complaint Handling in Organisations*.

8.3.3 The SCA must make available to Customers and the community information concerning its internal complaints handling procedures which explains how to make a Complaint and how the complaints handling procedure works.

Sydney Catchment Authority Operating Licence

- 8.3.4 The SCA must provide information of the nature described in clause 8.3.3 to Customers at least once every two years. The SCA must also make this information available to the public free of charge.
- 8.3.5 The SCA must provide information, by 1 September each year for the preceding financial year, to IPART on the following details concerning Complaints made against the SCA:
- (a) the number and types of Complaints received;
 - (b) the number and type of Complaints resolved or not resolved in sufficient detail and using sufficient classifications to enable IPART to gain a reasonable understanding of how and how well those Complaints were resolved or why those Complaints were not resolved, as the case may be; and
 - (c) where the SCA has received 20 or more Complaints on a similar or related problem or issue, details of that problem or issue.

8.4 Consultation

- 8.4.1 The SCA must regularly engage in Consultation with Customers and the community on issues relevant to the performance of the SCA's obligations under this Licence.
- 8.4.2 The SCA must, by 1 September each year for the preceding financial year, provide information on its Consultation activities under clause 8.4.1. The information provided by the SCA must include a description of:
- (a) the issues upon which the SCA consulted with the Customers and/or the community;
 - (b) the mode of Consultation used;
 - (c) any response made by the SCA as a result of feedback received as part of the Consultation; and
 - (d) the number of Customers or community members consulted and a description of the organisations and interests represented (if applicable).
- 8.4.3 As part of the End of Term Review, the Licence Review Body must evaluate the effectiveness of the SCA's Consultation under clause 8.4.1.

Independent Pricing and Regulatory Tribunal

Part 9 Pricing**9.1 Sydney Water Corporation**

The SCA must set the level of fees, charges, and other amounts payable by Sydney Water Corporation for the SCA's provision of water subject to:

- (a) the Act and any other applicable law;
- (b) the Licence;
- (c) any pricing arrangements in the Bulk Water Supply Agreement; and
- (d) any maximum prices and methodologies for the SCA's supply of water determined from time to time by IPART.

9.2 Wingecarribee Shire Council and Shoalhaven City Council

The SCA must set the level of fees, charges, and other amounts payable by Wingecarribee Shire Council and Shoalhaven City Council for the SCA's provision of water subject to:

- (a) the Act and any other applicable law;
- (b) the Licence; and
- (c) any maximum prices and methodologies for the SCA's supply of water determined from time to time by IPART.

9.3 Other customers

The SCA must set the level of fees, charges, and other amounts payable by its Customers (other than Sydney Water Corporation, Wingecarribee Shire Council and Shoalhaven City Council) for the SCA's provision of water subject to:

- (a) the Act and any other applicable law;
- (b) the Licence; and
- (c) any maximum prices and methodologies for the SCA's supply of water determined from time to time by IPART.

Sydney Catchment Authority Operating Licence

Part 10 Liability issues**10.1 Contracting out**

10.1.1 Subject to the Act, any other applicable law and the Licence, SCA may contract out its Functions.

10.1.2 Contracting out under clause 10.1.1 does not relieve the SCA of its responsibility to perform the Functions that it has contracted out.

10.2 Damage and compensation to persons

The SCA is required by section 58 of the Act to do as little damage as practicable in exercising its Functions under Part 6 of the Act, and in circumstances specified in that section, to compensate persons who suffer damage by the exercise of those Functions.

Independent Pricing and Regulatory Tribunal

Part 11 Annual Audit of the Licence**11.1 Commission of audits**

11.1.1 IPART must initiate an operational audit of the SCA as soon as practicable after 30 June each year covering the preceding financial year, as required by this Part 11 (the **Annual Audit**).

11.1.2 The Annual Audit must be conducted by IPART or by a person that IPART considers is suitably qualified to perform the Annual Audit.

11.1.3 As part of the Annual Audit, IPART must invite members of the public to make submissions to it. IPART may also undertake any other Public Consultation it considers appropriate.

11.1.4 IPART may include in its Annual Audit all or any of the matters referred to in clause 11.2 and where in any Annual Audit a matter is not made the subject of that Annual Audit, IPART may require the SCA to provide IPART with a report on the matter not included in the Annual Audit.

11.2 What the audit is to report on

11.2.1 IPART or the person undertaking the Annual Audit may investigate and prepare a report on any or all of the following:

- (a) compliance by the SCA with its obligations in each of Parts 3, 4, 5, 6, 7, 8 and 9;
- (b) the SCA's compliance with its obligations under each Memorandum of Understanding referred to in clause 2.3; and
- (b) any other matter required by the Licence, the Act or administrative direction to be assessed and considered as part of the Annual Audit.

11.2.2 Despite clause 11.2.1, neither IPART nor the person undertaking the Annual Audit may investigate a matter under clause 11.2.1 if the investigation of that matter is ordinarily within the regulatory activities of DECCW, NSW Health or NOW and the relevant agency has undertaken an investigation of the matter.

11.2.3 Nothing in this Part 11 restricts the capacity of IPART, as part of the Annual Audit from:

- (a) satisfying the requirement in clause 11.2.1 to investigate and prepare a report on a matter under clause 11.2.1 by including in its report consideration of the findings and the SCA's response to those findings, of any investigation of the matter by DECCW, NSW Health or NOW; and
- (b) requesting the SCA to provide information relating to an investigation of a matter by DECCW, NSW Health or NOW which is ordinarily within the regulatory activities of those agencies.

11.2.4 IPART must ensure that, subject to clause 11.2.2, the report of the Annual Audit addresses the matters in clause 11.2.1 and advises the Minister on the following matters:

- (a) areas in which the SCA's performance under the Licence may be improved;
- (b) any changes to the Licence that IPART considers necessary;

Sydney Catchment Authority Operating Licence

- (c) any penalties or remedial action required as a result of the SCA's performance under the Licence;
- (d) whether the Minister should recommend that the SCA's Licence be cancelled by the Governor under section 30 of the Act for reasons identified in the report of the Annual Audit; and
- (e) any other matter relating to the Annual Audit or the SCA's Functions that it considers appropriate.

11.3 Reporting of audit

11.3.1 IPART must ensure that the report of the Annual Audit is presented to the Minister within 1 month after its receipt by IPART.

11.3.2 If the report of the Annual Audit has identified areas of non-compliance with the Licence, in addition to whatever other action is taken or required to be taken, the SCA must comply with any requirement that may be imposed on the SCA by the Minister to do the following:

- (a) advertise publicly and notify Customers of the areas of the non-compliance;
- (b) provide reasons for the non-compliance;
- (c) identify the measures that will be taken by the SCA to address the non-compliance; and
- (d) provide such other advice concerning the non-compliance as is requested by the Minister.

11.4 Additional audits

11.4.1 IPART must initiate additional audits of the SCA if required by the Minister.

11.4.2 An additional audit may address one or more of the matters in clause 11.2.1 or any other matter required by the Minister.

11.4.3 The provisions of this Part 11 applying to the Annual Audit will apply equally to additional audits under clause 11.4.1 (all necessary changes having been made), to the extent that those provisions are relevant.

11.5 Provision of information

11.5.1 The SCA must provide IPART (or a person appointed by IPART under clause 11.1.2) with all information within its possession or under its control necessary to the conduct of the Annual Audit or an additional audit, including whatever information is requested in writing by IPART or the person appointed by IPART.

11.5.2 The information sought under clause 11.5.1 must be made available within a reasonable time of it being requested.

Independent Pricing and Regulatory Tribunal

11.5.3 For the purposes of the Annual Audit or an additional audit under clause 11.4.1, the SCA must, within a reasonable time of being required by IPART (or the person appointed by IPART), permit IPART (or the person appointed):

- (a) to have access to any works, premises or offices occupied by the SCA;
- (b) to carry out inspections, measurements and tests on, or in relation to, any such works, premises or offices;
- (c) to take on to or into any such premises, works or offices any other persons or equipment as necessary for the purposes of performing the audit;
- (d) to inspect and make copies of, and take extracts from, any books and records of the SCA that are maintained in relation to the performance of the SCA's obligations under the Licence; and
- (e) to discuss matters relevant to the audit with the SCA's employees.

11.5.4 If the SCA contracts out any of its activities to third parties (including a subsidiary) it must take all reasonable steps to ensure that, if required by IPART, any such third parties provide information and do the things specified in Part 11 that extend to the SCA as if that third party were the SCA.

11.5.5 For the purpose of an Annual Audit or an additional audit under clause 11.4.1, the information to be provided by the SCA or a third party under clause 11.5.1 may include information over which the SCA or a third party claims confidentiality or privilege. IPART (or the person appointed by IPART) must (if required) enter into reasonable arrangements with the SCA or such third party to ensure that the confidential information or privileged information is kept confidential or privileged.

[Note: This clause is limited by section 24FF and section 25A of the Independent Pricing and Regulatory Tribunal Act 1992 (IPART Act). For example:

- *if IPART is advised by the SCA that the information provided by it is confidential, section 24FF of the IPART Act sets out the manner in which IPART is to deal with that information; or*
- *under section 25A of the IPART Act, IPART cannot require the SCA to produce a cabinet document.]*

Sydney Catchment Authority Operating Licence

Part 12 Notices

Any notice or other communication given under the Licence is to be made in writing addressed to the intended recipient at the address shown below, or the last address notified by the recipient.

SCA

The Chief Executive
Sydney Catchment Authority
Level 4, 2-6 Station Street
Penrith NSW 2750

IPART

The Chief Executive Officer
Independent Pricing and Regulatory Tribunal
Level 8, 1 Market Street
Sydney NSW 2000

Independent Pricing and Regulatory Tribunal

Part 13 Definitions and interpretation**13.1 Definitions**

In the Licence:

2006 Operating Licence means the operating licence granted to the SCA by the Governor on 1 January 2006 under section 25 of the Act and amended by the Governor on 24 February 2006 under section 27 of the Act.

Act means the *Sydney Water Catchment Management Act 1998*.

Annual Audit means the annual operational audit of the SCA defined in clause 11.1.1.

Area of Operations means the area of operations of the SCA specified in Schedule 1, which is set out under section 20 of the Act.

Assets mean the structures, plant, equipment, corporate and business systems of the SCA which cause, allow, or assist in the performance of its Functions and objectives under the Act and the Licence.

Australian Drinking Water Guidelines 2004 means the NHMRC and NRMCC Australian Drinking Water Guidelines 2004 and any amendment, update and supplement of these guidelines from time to time.

Bulk Water Supply Agreement means the Bulk Water Supply Agreement between the SCA and Sydney Water Corporation signed on 15 September 1999 and any amendment or replacement of that Agreement.

Catchment Area has the meaning given to that term in the Act.

Catchment Audit means the catchment audit as described in the Act.

Catchment Infrastructure Works has the meaning given to that term in Act.

Commencement Date means the later of 8 April 2011 and the date that the Licence is published in the NSW Government Gazette.

Complaint means an expression from a person to the SCA of dissatisfaction with the SCA's products, services, infrastructure, policy, actions or proposed actions or failure by the SCA, its employees or contractors to act.

Consultation means any activities or forums initiated by the SCA with its Customers and/or community for the main purpose of obtaining feedback on its activities and Functions and may, but need not include engaging in Public Consultation. Consultation does not include activities or forums initiated by the SCA with EPA, WAMC or NSW Health under a Memorandum of Understanding required under clause 2.3 of the Licence.

County Council has the meaning given to that term in the Act.

Customer means:

- (a) Sydney Water Corporation,

Sydney Catchment Authority Operating Licence

- (b) a water supply authority, a Local Council or a County Council that is supplied Raw Water by the SCA; or
- (c) a person supplied Raw Water by the SCA, but under terms and conditions that prevent that person from supplying the Raw Water for consumption by others within New South Wales unless that person is authorised to do so under the Act.

DECCW means the Department of Environment, Climate Change and Water, formerly the Department of Environment and Conservation, which incorporated the Environment Protection Authority and National Parks and Wildlife Service.

Design Criteria means a series of operating rules designed by the SCA to ensure that the Catchment Infrastructure Works do not run out of water and that this is achieved without imposing water restrictions too frequently, too severely, or for excessively long periods.

Environmental Indicators means the environmental indicators in Schedule 2.

Environmental Water means a release of water from storage so as to provide a flow of water in a river, stream, or other natural waterway in a manner that mimics natural seasonal flows with the intention of restoring and maintaining the ecology of the river, stream or natural waterway concerned.

Environment Plan means the environment plan defined in clause 5.1.1.

End of Term Review means the end of term review of the Licence under clause 1.6.1.

EPA means the Environment Protection Authority, which is now incorporated in the DECCW.

Function includes a power, authority or duty.

Health Related Water Quality Characteristics means the health related water quality characteristics defined in clause 3.2.1.

Incident Management Plan means the incident management plan defined in clause 3.7.7.

IPART means the Independent Pricing and Regulatory Tribunal of New South Wales constituted by the *Independent Pricing and Regulatory Tribunal Act 1992*.

Licence means this operating licence granted under section 25 of the Act to the SCA or any renewal or amendment of it, and as in force for the time being.

Licence Review Body means IPART, unless the Minister otherwise determines.

Memorandum of Understanding means the memorandum of understanding referred to in clause 2.3.

Metropolitan Water Plan means the Metropolitan Water Plan of the NSW Government released by the NOW in 2010. The Metropolitan Water Plan is a government policy which outlines a 15 year strategy to ensure sufficient water for Sydney through supply optimisation, augmentation and demand management measures.

Mid Term Review means the mid-term review of the Licence under clause 1.5.1.

Independent Pricing and Regulatory Tribunal

Minister means the Minister responsible for administering those provisions of the Act relating to the Licence.

Monitoring Program means the monitoring program defined in clause 3.6.1.

NHMRC means National Health and Medical Research Council.

NOW means the NSW Office of Water, formerly the Department of Natural Resources, or the Department of Infrastructure, Planning and Natural Resources.

NRMMC means the Natural Resources Management Ministerial Council.

NSW Dams Safety Committee means the Dams Safety Committee constituted under the *Dams Safety Act 1978*.

NSW Health means the NSW Department of Health.

Plan of Management means any Plan or Plans of Management for a Special Area adopted by the Minister from time to time under section 49 of the Act.

Public Consultation has the meaning given to it in clause 13.2.3.

Raw Water means either water which has not been managed in any way or water that has been managed for quality, whether by chemical treatment or otherwise, but not treated at a water filtration plant.

Regional Environmental Plan means a plan taken to be a State environmental planning policy under clause 120 of Schedule 6 of the *Environmental Planning and Assessment Act 1979*.

SCA means the Sydney Catchment Authority constituted under the Act.

Shoalhaven City Council means the Shoalhaven City Council as constituted under the *Local Government Act 1993*.

Shoalhaven Scheme means the water supply and hydro-electric power generation scheme in the Shoalhaven catchment. Water from a number of dams is used to supply local communities and supplement the SCA's other storages through the transfer of water from the Shoalhaven catchment (Fitzroy Falls Dam) to the Hawkesbury Nepean catchment (Wingecarribee Dam).

Special Area has the meaning given to that term in the Act.

Specific Water Characteristics means the specific water characteristics defined in clause 3.1.1.

Strategic Management Framework means the reporting requirements of the NSW Government as set out in the Strategic Management Cycle (as updated from time to time).

Sydney Water Corporation means Sydney Water Corporation constituted as a corporation under the *Sydney Water Act 1994*.

Total Asset Management Policy means the Total Asset Management Policy set out in NSW Treasury Circular NSW TC 08/06.

Sydney Catchment Authority Operating Licence

Water Quality Management Framework means the water quality management framework defined in clause 3.7.1.

Water Storages has the meaning given to that term in the Act.

Water Supply System Infrastructure means the infrastructure owned and operated by Sydney Water Corporation for the supply of water to its customers.

Water Supply System Yield means the amount of water that the SCA estimates (using a hydrological model) it can supply annually over the long-term, subject to:

- (a) inflows to the water supply system;
- (b) an adopted set of operational rules (including the release of Environmental Water); and
- (c) the Design Criteria.

Water Treatment means the treatment of water by substantially removing or reducing certain contaminants and characteristics prior to the water being used or supplied for use by business and household consumers for human consumption.

Wingecarribee Shire Council means the Wingecarribee Shire Council as constituted under the *Local Government Act 1993*.

13.2 Interpretation

13.2.1 In the Licence, unless the contrary intention appears:

- (a) the word person includes an individual, a body corporate, an unincorporated body or other entity and one or more of each of them;
- (b) a reference to a law includes legislation and regulations made under legislation;
- (c) a reference to regulations includes ordinances, codes, licences, orders, permits and directions;
- (d) a reference to a law, regulations, licences, guidelines or any other document, policy or strategy includes consolidations, amendments, variations, re-enactments, or replacements of any of them;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (f) a reference to a year means a calendar year that ends on 31 December. "Yearly" has a corresponding meaning;
- (g) a reference to a financial year is a reference to a period commencing on 1 July and ending on 30 June; and
- (h) a reference to a clause, Part or Schedule is to a clause, Part or Schedule to the Licence.

13.2.2 Whenever the Licence requires the SCA to make something available to the public, the SCA must:

Independent Pricing and Regulatory Tribunal

- (a) publish the information or document on its internet website and make it available to download free of charge;
- (b) make the information or document available at its offices for viewing by any person, free of charge; and
- (c) make the information or document available at its offices for collection by any person, for which the SCA may charge a reasonable fee (unless required by the Licence to make the information or document available free of charge).

13.2.3 If the Licence requires that something undergo Public Consultation, it requires as a minimum that:

- (a) notice of that thing and the nature and timing of the consultation be:
 - (i) advertised in a major daily newspaper circulating in the Area of Operations;
 - (ii) communicated to persons to whom it would reasonably be expected notice should be given; and
 - (iii) given to IPART; and
- (b) submissions be sought from the public and that those submissions be considered by the person conducting the review.

13.2.4 If any part of the Licence is prohibited, void, voidable, illegal or unenforceable, then that part is severed from the Licence but without affecting the continued operation of the remainder of the Licence.

13.2.5 A reference in the Licence to any organisation, association, society, group, or body shall, in the event of it ceasing to exist or being reconstituted, renamed or replaced or if its functions are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar functions.

13.2.6 If there is disagreement between the SCA and IPART as to the proper interpretation of any term of the Licence, the matter must first be referred to the Minister for resolution by the Minister or a person appointed by the Minister.

13.2.7 The italicised explanatory notes in the Licence do not form part of the Licence.

13.2.8 Where IPART requires some act or thing to be done under the Licence, the SCA must provide reasonable assistance to IPART, or other person nominated by IPART, with the intent of enabling that act or thing to be done.

13.2.9 If there is any inconsistency between the Licence and a Memorandum of Understanding (including any interpretation of any provision), or between the Licence and the Bulk Water Supply Agreement (including any interpretation of any provision), the Licence will prevail to the extent of the inconsistency.

Sydney Catchment Authority Operating Licence

SCHEDULE 1 AREA OF OPERATIONS

The Area of Operations of the SCA is the inner catchment area and the outer catchment area, as declared by the Governor under section 41 of the Act.

[Note: On 30 June 1999, the Governor declared that:

The inner catchment area is:

- (i) the area of land within all the special areas of the Sydney Catchment SCA except the area of land within the Richmond, Windsor, Penrith, O'Hares Creek and Devines Weir special areas; and*
- (ii) the hydrological catchment of the Prospect reservoir.*

The outer catchment area is the area of land within the hydrological catchments of:

- (i) the Warragamba River and its tributaries which drain to Lake Burragorang;*
- (ii) the Shoalhaven River and its tributaries which drain to Lake Yarrunga; and*
- (iii) Greaves, Whipcord, Woodford and Cascades Creeks;*

But excluding the inner catchment area described above.

(NSW Government Gazette No. 76, p 4649.)

Special Areas

Following the enactment of the Water Board Act 1987, catchment areas became known as special areas. Catchment areas proclaimed under the Metropolitan Water Sewerage and Drainage Board Act were:

- *Warragamba (Inner and Outer Catchments);*
- *Metropolitan (Cataract, Cordeaux, Avon and Nepean storages);*
- *Woronora;*
- *Shoalhaven;*
- *Wingecarribee;*
- *Fitzroy Falls;*
- *Blackheath;*
- *Katoomba; and*
- *Woodford Special Areas.]*

Independent Pricing and Regulatory Tribunal

SCHEDULE 2 ENVIRONMENTAL INDICATORS

Indicators of health of the catchments

Environmental indicator	Reporting frequency	Environmental Measure
1. Water quality	annual	<p>Water quality in catchment waterways in the Catchment Area measured against the applicable water quality objectives specified in the <i>Australian and New Zealand Guidelines for Fresh and Marine Water Quality 2000</i>.</p> <p>[Note:</p> <ul style="list-style-type: none"> The <i>Australian and New Zealand Guidelines for Fresh and Marine Water Quality 2000</i> is the Guidelines published by the Australian and New Zealand Environment and Conservation Council and the Agriculture and Resource Management Council of Australia and New Zealand, as amended, varied or replaced.. The “applicable water quality objectives” are the water quality objectives for the environmental values: <ul style="list-style-type: none"> Aquatic Ecosystems, Recreational Water – primary contact, secondary contact and visual use, Drinking Water (raw water), Primary Industries – irrigation and general water use, livestock drinking water and aquaculture and human consumers of aquatic foods, <p>as specified in the <i>Australian and New Zealand Guidelines for Fresh and Marine Water Quality 2000</i>.]</p>
	annual	<p>Occurrence of <i>Cryptosporidium</i> and <i>Giardia</i> cysts or oocysts in catchment waterways.</p> <p>[Note:</p> <p>The occurrence of cryptosporidium and <i>Giardia</i> cysts is to be measured by the number of incidences of cryptosporidium and <i>Giardia</i> in the high (>1000 cysts/L), medium (100-1000 cysts/L) and low (<100 cysts/L) categories.]</p>
	4 years	<p>Macro invertebrate assemblages in catchment waterways, as assessed at sampling locations across the Catchment Area in accordance with best practice methodology (eg. AusRivAS health rating).</p> <p>[Note:</p> <p>“AusRivAS” stands for Australian River Assessment Scheme.]</p>
	annual	<p>Level and variability of streamflow (in-flows to SCA’s storages).</p>

Sydney Catchment Authority Operating Licence

Environmental indicator	Reporting frequency	Environmental Measure
2. Condition of Land	4 years	Extent (ha or abundance) of threatened and endangered species for each Special Area. <i>[Note: "Special Area" is defined under the Act. "Threatened species" and "endangered species" are defined in the Threatened Species Conservation Act 1995.]</i>
		Extent (ha or abundance) of pest species for each Special Area.
		Area (ha) of new outbreaks of salinity in the Catchment Area.
		Area of salinity affected lands (ha and % of total) under appropriate management.
		Extent, type and condition of vegetation cover (ha and % of total) in the Catchment Area.
		Extent and type of soil erosion (ha by type of erosion) in the Catchment Area.
		Extent (ha and % of total) and type of land use in the Catchment Area.
3. Fish	4 years	Number of native and exotic fish species recorded at sampling locations above, below and within the SCA storages.

Indicators of SCA's management of the catchments

Environmental indicator	Reporting frequency	Definitions of key words / comments
1. Condition of Land	4 years	Area (km and % of total) of riparian zones fenced, revegetated or weeded as a result of SCA partnered and managed programs in the Catchment Area.
2. Water quality	annual	Implementation of SCA programs to address sewage in the Catchment Area.
		Number of activities or works undertaken by SCA to improve fish passage.
3. Research	annual	% SCA research and science activities with a focus on catchment management and planning with a direct business application.
4. Catchment protection	annual	Number of penalty infringement notices, warning letters, prosecutions, clean-up notices and prevention notices issued under the Act or regulations.
5. Catchment planning	annual	Proportion of catchment areas covered by strategic land and water capability assessments.
		Proportion (of total received) of development proposals assessed by SCA within statutory timeframes.

Independent Pricing and Regulatory Tribunal

Environmental indicator	Reporting frequency	Definitions of key words / comments
		Proportion (of total received) of development proposals where SCA concurrence was withheld.
		Proportion (of total received) of development proposals where further SCA advice or conditions result in concurrence.
		Proportion of sub-catchments for which a Rectification Action Plan has been drafted and proportion completed.
6. Education	annual	Number of community education activities conducted as a mechanism to improve catchment health.

Indicators of SCA's impacts on the environment

Environmental indicator	Reporting frequency	Definitions of key words / comments
1. Energy	annual	Total annual energy consumed by the SCA (electricity, fuel and gas) in units provided on energy bills.
		Green electricity consumption as a % of total electricity consumption by the SCA.
		Green energy generated (kWh) by the SCA.
		Annual greenhouse gas emissions (CO ₂ equivalent) resulting from the SCA's consumption of electricity, fuel and gas.
2. Water consumption	annual	Total annual water consumed by SCA in units provided on water bills.
3. Waste	annual	Estimated volume and type of waste annually sent to landfill from the SCA's activities (kg per year).
		Waste recycled or reused expressed as a percentage of total waste generated by the SCA's activities, by type of waste.
4. Heritage	annual	Number of State heritage listed sites with Conservation Management Plans prepared as a proportion of the total number of State heritage listed sites.
5. Compliance with water releases	annual	% SCA compliance with water release requirements of any licence issued under the <i>Water Act 1912</i> or <i>Water Management Act 2000</i> (as varied or amended from time to time) and any additional water release requirements subsequently developed during the term of the Licence.

HUNTER WATER ACT 1991

Sections 14 and 38

Amendment of Customer Contract and Operating Licence

WITH the advice of the Executive Council, I, Professor Marie Bashir, A.C., C.V.O., Governor of the State of New South Wales, in pursuance of sections 14 and 38 of the Hunter Water Act 1991, do, by this instrument, amend the customer contract and operating licence of the Hunter Water Corporation as attached in Schedule 1, effective 1 July 2011.

Signed at Sydney this 2nd day of March 2011.

MARIE BASHIR,
Governor of New South Wales

SCHEDULE 1

Delete the current Hunter Water Customer Contract and replace with the attached Customer Contract.
and

Delete clause 5.3 of the Hunter Water Corporation Operating Licence 2007-2012 and replace as follows:

Practices and procedures relating to customer hardship, debt, water flow restriction and disconnection for non payment

- (a) Hunter Water must have in place and comply with procedures relating to customer hardship, debt, water flow restriction and disconnection. These procedures must include:
 - (1) a customer hardship policy for residential Customers, that helps residential Customers in financial difficulty better manage their current and future bills;
 - (2) a payment plan for residential Customers who are responsible for paying their bill and who are, in Hunter Water's opinion, experiencing financial difficulty;
 - (3) conditions for disconnection of supply or water flow restriction in accordance with the disconnection procedure set out in the Customer Contract; and
 - (4) provisions for self-identification, identification by community welfare organisations and identification by Hunter Water of residential Customers experiencing financial difficulty.
- (b) Hunter Water must set out the procedures relating to customer hardship, debt, water flow restriction and disconnection referred to in clause 4.4 (a) in the Customer Contract.
- (c) Hunter Water must provide information on its procedures relating to customer hardship, debt, water flow restriction and disconnection free of charge to:
 - (1) residential Customers, at least once annually with their quarterly or other bills;
 - (2) residential Customers who are identified as experiencing financial difficulty; and
 - (3) any other person who requests it.
- (d) Hunter Water must publish its procedures relating to customer hardship, debt, water flow restriction and disconnection on its website.
- (e) Hunter Water must advise residential Customers of their rights, including any rights to have a complaint or dispute referred to the Energy and Water Ombudsman NSW for resolution.

EXPLANATORY NOTE**HUNTER WATER ACT 1991****Amendment of Hunter Water Corporation Customer Contract and Operating Licence**

Hunter Water's Customer Contract would normally be reviewed as part of the end of term review of its Operating Licence which is next due in 2011/12. Hunter Water requested an early review of its Customer Contract to enable it to implement changes to benefit its customers and itself. Hunter Water also argued that amendments to the contract are required due to changes in its operating environment.

We have reviewed Hunter Water's Customer Contract and engaged in public consultation as part of this review. Hunter Water has accommodated most of the concerns of stakeholders. We now recommend the terms of an amended Customer Contract. The key features of the amendments are:

- changes to the administration of rebates and the circumstances in which they are payable
- additional protections for customers, including those experiencing financial hardship
- clarification of maintenance responsibility and liability for repaid and restoration for damage to customers' property
- amendments required as the result of changes to plumbing regulation
- amendments required as the result of the Water Industry Competition Act 2006.

Section 38 (1) of the Hunter Water Act 1991 (the Act) provides that the terms and conditions of Hunter Water's customer contract may be varied subject to the approval of the Governor.

We also recommend an amendment to clause 5.3 of Hunter Water's Operating Licence to complement our recommended amendments to the customer protection provisions of the Customer Contract. This will require Hunter Water to develop and comply with a customer hardship policy and offer payment plans to these customers.

Section 14 of the Act provides that Hunter Water's operating licence may only be amended in the manner specified in the operating licence. Clause 1.4.1 of the Hunter Water Operating Licence 2007-2012 provides that the operating licence may be amended by the Governor by notice of the amendment published in the *NSW Government Gazette*.

These amendments should come into effect on 1 July 2011 to allow Hunter Water sufficient time to implement the new Customer Contract and customer hardship protections.

Contact Officer: Gary Drysdale, Program Manager, Compliance, ph. 9290 8477.



Hunter Water Customer Contract

Foreword

Hunter Water provides drinking water, wastewater services and some stormwater services to over half a million people in the lower Hunter region.

For Hunter Water, providing excellent service is as important as our other key objectives of protecting the environment, protecting public health and operating as a successful business.

This Customer Contract outlines your rights and obligations as a user of Hunter Water services and sets out the minimum standards of customer service that you can expect.

For more information about Hunter Water and the services we provide visit www.hunterwater.com.au or call us on 1300 657 657.

TABLE OF CONTENTS

1	Introduction	1
1.1	Words used in this contract	1
1.2	Understanding the contract	1
2	What is a Customer Contract and who is covered by it?	2
2.1	What is a Customer Contract?	2
2.2	Who is covered by this contract?	2
2.3	Other agreements with us	2
2.4	When does this Customer Contract commence?	2
3	What services does Hunter Water provide?	4
3.1	Water supply services	4
3.2	Wastewater services	5
3.3	Stormwater drainage services	6
3.4	Factors affecting service	7
4	What you pay	9
4.1	Responsibility to pay the account	9
4.2	Publication of charges	9
4.3	Concessions	9
4.4	Your account	9
4.5	Undercharging	10
4.6	Overcharging	11
4.7	Account disputes	11
4.8	How prices are determined	11
4.9	Other costs and charges	12
5	What can I do if I am unable to pay my account?	13
5.1	Payment difficulties and account relief	13
6	Restriction or disconnection of water and wastewater services	14
6.1	Restriction or disconnection of supply for non-payment	14
6.2	Notice of disconnection or restriction of supply of water	14
6.3	Disconnection or restriction for other reasons	15
6.4	Restriction and legal action	15
6.5	Minimum flow rate during restriction	16
6.6	Disconnection by a customer	16
6.7	Restoration of services after restriction or disconnection	16
7	Redress	18
7.1	Notification	18
7.2	Rebates	18
7.3	Forms of redress	19
7.4	Claim for damages	19
7.5	Limitation of liability	20
8	Responsibilities for maintenance and repair	21
8.1	Your water system	21
8.2	Your wastewater system	22
8.3	Pressure wastewater system connections	22
8.4	Non-standard wastewater system connections	22
8.5	Private joint water systems or private joint wastewater systems	23
8.6	Stormwater connections, coverings and bridges	23

8.7	Conserving water	23
8.8	Defective or unauthorised work	24
8.9	Giving notice of system failures	24
8.10	Building landscaping and other construction work	24
8.11	Connections to services	24
8.12	Altering and unauthorised connection or use	25
8.13	Removal of trees	25
9	Entry onto a customer's property for maintenance	26
9.1	Access to Hunter Water's system	26
9.2	Identification	26
9.3	Notice of access	26
9.4	Impact on customer's property	26
10	Water meter reading, installation, testing and maintenance	27
10.1	Measuring water supplied	27
10.2	Water meter installation and maintenance	27
10.3	Meter testing	27
10.4	Access to the water meter	28
10.5	Meter replacement	28
11	Who can I speak to if I have any questions or want to make enquiries?	30
11.1	General enquiries	30
11.2	Emergency assistance	30
11.3	Interpreter and TTY services	30
12	What can I do if I am unhappy with the service provided by Hunter Water?	31
12.1	Customer complaints	31
12.2	Complaints review	31
12.3	When a dispute is considered resolved	31
12.4	External dispute resolution	32
13	Consultation, information and privacy	33
13.1	Involving customers in service planning	33
13.2	Providing information	33
13.3	Privacy	33
14	When does my Customer Contract with Hunter Water terminate?	34
14.1	Termination of this contract	34
14.2	Variation of this contract	34
15	Definitions and interpretation	35
15.1	Definitions	35
15.2	Interpretation	43

1 Introduction

1.1 Words used in this contract

Some of the words used in this contract have a special meaning. The meanings are set out in the Definitions in clause 15 at the end of this contract.

1.2 Understanding the contract

There are a number of provisions in clause 15 at the end of this contract that may assist you in interpreting the contract.

2 What is a Customer Contract and who is covered by it?

2.1 What is a Customer Contract?

This contract is between us, Hunter Water and you, the customer.

This contract provides the terms under which we provide, where available, water supply, recycled water supply, wastewater, trade wastewater and stormwater drainage services to you. The contract also sets out rights and obligations including your rights in any dispute with us.

This contract is a legally enforceable document and is a requirement of the Act. It forms Schedule 2 of Hunter Water's Operating Licence.

This contract is summarised in a separate document called the Customer Contract Summary. Copies of this pamphlet are available on our website or by contacting us on 1300 657 657.

2.2 Who is covered by this contract?

You are our customer and you are covered by relevant clauses of this contract if:

- a) You are the owner of property within our area of operations that is connected to a water main or wastewater system owned by us, and that connection has been authorised or approved by us, or where it is subject to a separate agreement; and/or
- b) You receive water and/or wastewater services from us; and/or
- c) You are the owner of property within a Hunter Water recycled water area and receive recycled water from us; and/or
- d) You are the owner of property that is within a declared stormwater drainage area; and/or
- e) you are liable to pay us an environmental improvement charge and we have not exempted you from that charge.

2.3 Other agreements with us

If you have a separate agreement with us (for example a non-standard water or wastewater agreement, a trade waste agreement or permit, recycled water agreement or stormwater harvesting agreement), the terms of this contract will apply unless they directly contradict the terms outlined in the separate agreement.

We may enter a separate agreement with you for the provision of different levels of service where possible. Before entering a separate agreement with you, we will provide you with an estimate of the costs to supply you with the service requested and advise you if the service that we have agreed to provide is below the standards set out in this contract.

2.4 When does this Customer Contract commence?

This contract commences on the later of 1 July 2011, or on the date when water supply and/or wastewater services are connected to your premises, or the account is transferred to you, or you are transferred to Hunter Water from a supplier licensed under the *Water Industry Competition Act 2006*, whichever is sooner. You do not need to sign this contract for it to be valid.

On its commencement this contract replaces any previous Customer Contract between you and us unless the other separate agreements listed in clause 2.3 are in place.

Any rights and liabilities that have accrued under any previous contract with us are not affected by the commencement of this contract.

3 What services does Hunter Water provide?

3.1 Water supply services

3.1.1 Supply of drinking water

We will supply you with drinking water to meet your reasonable needs except:

- in the case of planned or unplanned interruptions, under clauses 3.4.1 and 3.4.2;
- in the case of drought or major operational difficulty under clause 3.4.3;
- where we are entitled to restrict or discontinue supply under clause 6; or
- in the case of events beyond our reasonable control.

If you experience unplanned interruptions at your property due to the failure of our water supply system, we will ensure that any rebates due under clause 7.2 are paid.

If you are heavily dependent on a continuous supply of water it may be in your interests to consider contingency arrangements in the event of an interruption to the water supply. Any such arrangements would be at your cost.

3.1.2 Drinking water quality

The drinking water we supply will comply with the health, taste and odour related guidelines provided in the *Australian Drinking Water Guidelines 2004* as specified by NSW Health and any other taste and odour related guidelines, as required by the Operating Licence.

3.1.3 Drinking water pressure

We will use our best endeavours to ensure that the drinking water we supply to your property is at a minimum pressure of 20 metres of head at the point of connection to our main, as required by our Operating Licence.

If you report a water pressure problem due to the failure of our water supply system and we confirm the event, we will ensure that any rebates due under clause 7.2 are paid.

3.1.4 Supply of recycled water

We may supply you with recycled water if your property is within a Hunter Water recycled water area or you have entered a separate agreement with us.

We will supply these customers with recycled water to meet their reasonable needs except:

- in the case of planned or unplanned interruptions, under clauses 3.4.1 and 3.4.2;
- in the case of major operational difficulty under clause 3.4.3.2;
- where we are entitled to restrict or discontinue supply under clause 6; or
- in the case of events beyond our reasonable control.

If you are supplied with recycled water, we will give you information on the standard requirements for its safe use at the time we commence supply to you. We are not responsible for your use of recycled water contrary to the information we provide.

Within Hunter Water recycled water areas, the recycled water system and the recycled water we supply to you as customer will comply with the *Australian Guidelines for Water Recycling 2006 (Phase 1 Managing Health & Environmental Risks)* *National Water Quality Management Strategy* or as approved by NSW Health.

Outside recycled water areas, the quality of recycled water that we supply to you will be specified in an agreement with you.

3.1.5 Health or special needs

If you require a water supply to operate a life support machine or for other special health needs you must notify us. We will include you on our list of critical customers and ensure all practical steps are taken to provide a water supply to meet your reasonable health needs. However, disruptions to your water supply may not always be preventable, so you should be ready to make alternative arrangements if necessary.

Listed people will receive advance notification of any planned interruption to the water supply service under clause 3.4.2. In addition, we will contact you as soon as possible in the event of any unplanned interruption.

If you require a water supply to operate a life support machine or for other special health needs, you may also be eligible for a free water allowance of up to 250kL per annum.

3.2 Wastewater services

3.2.1 Supply of wastewater service

If your property is connected to our wastewater system, we will supply you with wastewater services to meet your reasonable needs for the discharge of residential sewage except:

- where we are entitled to discontinue supply under clause 6; or
- in the case of planned interruptions and unplanned interruptions, under clauses 3.4.1 and 3.4.2;
- in the case of events beyond our reasonable control.

3.2.2 Wastewater overflow

We will make every reasonable effort to minimise the incidence of wastewater overflows on your property due to a failure of our wastewater system.

If there is a wastewater overflow on your property due to the failure of our wastewater system, we will:

- Respond promptly;
- Minimise inconvenience and damage to you by ensuring the overflow is contained as soon as possible;

- Clean up the affected area as quickly as possible at our cost and in such a manner to minimise the risk to human health; and
- Issue any rebates due to you under clause 7.2 and/or forms of redress under clause 7.3.

3.2.3 Blockage of your wastewater system

If a blockage occurs and you suspect that it is a blockage in our system, you should notify us.

If the blockage occurs in our wastewater system we will clear the blockage at our cost. However, you may be liable to pay to the extent you have contributed to the blockage.

If the blockage occurs in your wastewater system, you are responsible for arranging the blockage to be cleared by a licensed plumber at your cost.

3.2.4 Trade wastewater

You may discharge trade wastewater into our wastewater system only if you have obtained our prior written permission and entered into an agreement with us.

We will give you our prior written permission and enter into an agreement with you only if we are able to accept, transport and process trade wastewater that you discharge in full compliance with applicable safety and environmental laws, the Operating Licence and the Act.

You can contact us to obtain further information on the guidelines and standards for obtaining a trade wastewater agreement.

3.2.5 Wastewater mining and stormwater harvesting

You may extract wastewater from our wastewater system or stormwater from our stormwater system only if you have obtained our prior written permission and entered into an agreement with us. You may also require approval from other authorities.

You may contact us on 1300 657 657 for further information.

3.3 Stormwater drainage services

We provide a service to all properties within declared Hunter Water stormwater drainage areas for the transport of stormwater through the trunk stormwater drainage systems under our control.

If your property is within a declared stormwater drainage area we will charge you the charges for this service set by the Independent Pricing and Regulatory Tribunal of NSW (IPART).

Maps are available from us for inspection to assist in determining whether your land is within a declared stormwater drainage area.

3.4 Factors affecting service

3.4.1 Unplanned interruptions

If there is an unplanned interruption to your water supply service or wastewater service, we will use our reasonable endeavours to minimise the inconvenience to you by:

- restoring the service as quickly as possible;
- providing as much information as practicable on a 24 hour emergency telephone service on 1300 657 000. This telephone service will advise you how long the interruption is likely to last, based on the best information available at the time;
- providing access to emergency supplies of water and/or toilet facilities where reasonably practicable and necessary having regard to the particular circumstances. Where emergency supplies of water and/or toilet facilities are available, you can obtain information on how to obtain them from the 24 hour emergency telephone service.

3.4.2 Planned interruptions

We may need to arrange planned interruptions to your water supply services and wastewater services to allow for planned or regular maintenance of our wastewater system or water system.

We will inform you in writing, of the expected time and duration of any planned interruption, at least two days in advance if you are a residential customer, and seven days in advance if you are a non-residential customer unless you agree to another period.

We will use our best endeavours to reinstate your water or wastewater service within five hours in one continuous period.

3.4.3 Water restrictions

3.4.3.1 Drought

In accordance with the Operating Licence, with the Minister's approval, we may place restrictions on the use of water we supply to you during or on the approach of a drought. You must comply with our supply conditions during this time.

We will publish, in major newspapers throughout our area of operation and on our website, our drought supply conditions. These may include:

- restrictions on the use of water, including the purpose for which water may be used; and
- a variation of charges consistent with the Act and Operating Licence; and
- other conditions that we consider appropriate, including the purposes for which water can be used, the times when water can be used, the quantities of water that can be used, and the means or methods of use of water.

We will also make every reasonable effort to notify you in your next account of drought supply conditions, where applicable.

3.4.3.2 Major operational difficulty

In accordance with the Operating Licence, with the Minister's approval, we may need to shut down a water supply source in the event that a major operational difficulty occurs. If customer demands for water are high at the time of such an event, we may interrupt the supply, or place restrictions on the use of our water supply services to you until such time as the operational difficulty is over.

Where practicable, we will publish, in major newspapers throughout our area of operations and on our website, our supply/use conditions under these circumstances. These may include:

- restrictions on the use of water, including the purpose for which water may be used, and
- other conditions that we consider appropriate, including the purposes for which water can be used, the times when water can be used, the quantities of water that can be used, and the means or methods of use of water

4 What you pay

4.1 Responsibility to pay the account

If you are the account holder, you are responsible for the account and must pay us the amount of your account by the date specified, unless you have made other payment arrangements with us.

4.2 Publication of charges

We will publish, and provide you up to date information on our charging policies, current charges and concessions. This information will be provided to you on request free of charge and, if requested, in languages other than English.

4.3 Concessions

If you hold one of the recognised pensioner concession cards and are the account holder, you may be eligible for a government funded pension concession.

You must apply to us for the concession. To obtain information about your eligibility for a concession on your water account, please contact us on 1300 657 657 to lodge an application.

If you are eligible for a concession, we will ensure that it is applied to the full billing cycle in which it was requested.

Please advise us on 1300 657 657 if your eligibility for a recognised concession card changes.

From time to time, we may confirm your eligibility for concessions with relevant Australian and New South Wales government agencies administering concession eligibility. At all times your privacy will be protected and any confirmation of eligibility will be carried out in accordance with the requirements of the *Privacy and Personal Information Act 1998*.

4.4 Your account

4.4.1 When will your account be sent

We will issue you an account for the services that we provide. Residential account holders will be sent an account every four months. If we intend to change the billing frequency, we will give you at least four months notice.

Non-residential customers with high water usage and/or wastewater disposal may be sent an account on a monthly basis.

We will provide you the owner with a printed statement of all outstanding amounts for the previous 12 months at any time on request, free of charge.

4.4.2 What information is on your account

We will ensure that your account contains details of:

- the account period to which it applies;

- the most recent meter reading;
- the total amount due;
- the usage and service fees;
- other fees and charges payable;
- the date payment is due;
- your postal address and account number;
- the address of the property at which the charges in the account have been incurred;
- options for the method of payment;
- a comparison of your water usage, where available;
- contact telephone numbers for account enquiries and emergency services;
- how to get information on payment assistance options;
- information in community languages about the availability of interpreter services and the phone number for these services.

4.4.3 How accounts are sent

We will send your account to the postal address you nominate.

If you do not nominate a postal address, the account will be sent to:

- the property to which the services are available or provided; or
- your last known postal address.

Your account will be considered delivered to you if it is sent to one of these addresses. Please advise us if you move or your postal address changes.

We may offer other methods of providing you with your account (such as e-billing) during the term of this contract and your account will be considered delivered to you if it sent by one of these methods.

4.4.4 How payment can be made

We will provide a range of payment options including by internet, direct debit, phone, mail or in person at an agency representing Hunter Water.

We may offer additional payment methods during the term of this contract. Current payment methods are shown on your latest account and can be found on our website at www.hunterwater.com.au or obtained by contacting us on 1300 657 657.

4.4.5 Overdue account balances

We may charge you interest on overdue account balances at the rate applicable on the first business day of the preceding July under the *Civil Procedure Act 2005* (NSW), or other applicable fees. The interest will accrue on a daily basis commencing on the due date until you have paid the amount that is overdue.

We will also charge account holders costs and fees that we incur in recovering (or attempting to recover) an overdue amount.

4.5 Undercharging

If your account is less than what you are required to pay us (that is, we have undercharged you) as a result of our error, we may adjust your next account to include and charge to you the amount (or amounts) by which you were previously undercharged.

If the undercharging is due to you providing false information or there has been an unauthorised connection or you have breached this contract or Act, you must pay the correct amount on request.

4.6 Overcharging

If your account is greater than what you are required to pay us (that is, we have overcharged you) due to our error, we will apply a credit to your next account after we become aware of the error.

4.7 Account disputes

If you do not consider that the charges on your account are correct, you must contact us on 1300 657 657. In some cases, we may require you to provide evidence to support your claim.

If there is an unresolved dispute concerning an amount of money to be paid by you, we will not seek from you the amount that is in dispute until the dispute has been resolved in our favour. (Refer to section 12.3 for when a dispute is considered resolved.)

You are obliged to pay the undisputed amount by the due date shown on your account.

4.8 How prices are determined

4.8.1 Notification of price variations

We will set and vary charges from time to time, but only in accordance with our Operating Licence, the Act and the maximum prices and methodologies determined by IPART.

We will publish any variations to our charges and provide details with your account. The variation will commence on:

- the first day of the next billing cycle; or
- any other date we nominate after we have published the change; or
- a commencement date determined by IPART.

When the date for commencement of a variation occurs part way through your billing period we will apply the variation of charges on a daily “pro-rata” basis.

4.8.2 Wastewater usage charge

The wastewater usage charge applies to non-residential customers only. We will determine a wastewater discharge factor that is used to calculate wastewater service and usage charges.

At your request, we may adjust the determined wastewater discharge factor for your property if you provide verifiable evidence that the wastewater discharge from your property differs from the wastewater discharge factor we have determined.

Where significant wastewater discharge volumes from your property originate from sources other than metered water supply or metered recycled water supply (for example, from rainwater or other on-site sources, tankered water or effluent etc), we may apply an additional discharge factor or require the wastewater discharge to be metered by a meter approved by us. The supply and installation of the approved wastewater meter will be at your cost

Where a discharge factor is varied, the revised charge will apply from the beginning of the next billing period. We will notify you of any change to your discharge factor.

4.9 Other costs and charges

4.9.1 Dishonoured or declined payments

If payment of your account is dishonoured or declined, we will charge you the relevant administrative fee set by IPART.

4.9.2 Costs for installing and connecting services

You must pay the installation costs of a connection and the construction of any necessary works from your property to our water system, wastewater system, and/or stormwater system.

Connection to our water system, wastewater system and/or stormwater system must be approved by us and comply with the conditions we set to ensure the safe and reliable supply of services. The connection must be undertaken by a licensed plumber and in accordance with relevant plumbing codes, regulations and standards and our published connection requirements.

4.9.3 Charges for other matters

We may charge you a fee for any other services you request from us. You should contact us for further details of any ancillary service charges.

We may also charge you other fees, charges and amounts where we are entitled to do so under the Act.

5 What can I do if I am unable to pay my account?

5.1 Payment difficulties and account relief

If you are experiencing financial hardship you should contact us and we will provide you with information about schemes available to assist you. All reasonable effort will be taken by us to provide assistance to you.

If you are experiencing financial hardship, you have a right to:

- Be treated sensitively on a case by case basis, by us
- Receive information from us on alternative payment arrangements
- A deferral of payment for a short period of time
- Negotiate an amount you can afford to pay us on an agreed instalment plan. If you are a non-residential customer these arrangements will be based on reasonable commercial considerations and market conditions
- Access to a language interpreter, if required, at no cost to you

Additionally, if you are a residential customer experiencing financial hardship, you will be offered programs that may assist you including:

- Information from us about an accredited welfare agency for payment assistance, such as payment assistance scheme vouchers
- Information on appropriate government concessions
- Access to a 'flexipay' card that allows payment of smaller, regular amounts, which may fit better with your income cycle. This payment option will be available from 1 July 2012
- Other programs which may assist you, such as no interest loan schemes and water conservation programs.

If you enter into a payment plan arrangement with us, we will:

- Enable you to make payments by instalments
- Inform you of the period of the payment plan and the amount and frequency of each instalment
- Provide for instalments to be calculated having regard for your consumption needs, your capacity to pay and the amount of any arrears you are required to pay
- Provide you with procedures that are fair and reasonable for dealing with financial difficulty.

If you are experiencing financial hardship and have entered into, or are in the process of negotiating a payment arrangement with us and honour that arrangement, we will:

- Not take any action to recover the debt and/or enforce the disconnection or restriction of the supply of water to your property
- Waive interest on the overdue amount for the period of the arrangement

6 Restriction or disconnection of water and wastewater services

6.1 Restriction or disconnection of supply for non-payment

Please refer to clause 5.1 if you are unable to pay your account. We will make all reasonable efforts to help you pay your water account. However if you have not paid the account by the due date and have not made alternative payment arrangement with us, we may engage a debt recovery agency, take legal action, or restrict or disconnect your water supply in order to recover the debt.

You will face additional costs if we proceed to engage a debt recovery agency, take legal action, or disconnect or restrict your water supply.

Our Code of Practice and Procedure on Debt and Disconnection is available on our website at www.hunterwater.com.au, by contacting us on 1300 657 657.

6.2 Notice of restriction or disconnection of supply of water

If you fail to pay your account by the due date and your recent payment history is good (payment commitments have been consistently honoured and no additional debt recovery action had commenced on your account in the previous 12 months), we will send you a reminder notice.

The reminder notice will:

- state that payment is due within seven days of issue;
- advise you to contact us if you are having difficulty making payment;
- provide you with alternative payment options available; and
- advise you of your right to raise your concerns with the Energy and Water Ombudsman NSW if you are not satisfied with a decision made by us.

If you fail to comply with the reminder notice, or your recent payment history is poor, we will issue a final notice advising you that:

- your account is significantly overdue
- you must pay the account immediately otherwise we may engage a debt recovery agency, take legal action, or restrict or disconnect the supply of water to your property in order to recover the amount outstanding
- you may incur additional costs relating to us engaging a debt recovery agency, taking legal action and/or disconnecting or restricting the supply in order to recover the amount outstanding
- the supply of water to your property may be restricted or disconnected without further notice
- you have the right to raise your concerns with the Energy and Water Ombudsman NSW if you are not satisfied with a decision made by us
- you should contact us if you are having difficulty making payment and we will provide you with an explanation of alternative payment options including payment arrangements.

We may restrict or disconnect the supply of water to you if:

- at least seven days have elapsed since we issued the final notice
- attempts have been made by us or our debt recovery agency to make further contact with you about the non-payment by means of either a telephone call, mail or visit

- you have agreed to alternate payment arrangements, but have failed to make the agreed payments.

We will advise you of when the restriction or disconnection will take place.

The notices referred to in this clause will be sent to you in the same manner in which accounts are sent to you under clause 4.4.3. If we intend to restrict or disconnect a known tenanted property notice will be sent to the property address as well as the postal address for the account before we restrict or disconnect supply.

If you receive an account for a new billing period that contains an overdue amount from a previous billing period, we may disconnect or restrict supply on the arrears after issuing you with the appropriate notices relating to the overdue amount as described in this section.

Information on our practices and procedures relating to customer hardship, debt, water flow restriction and disconnection are outlined in our Code of Practice and Procedure on Debt and Disconnection, which will be sent to you annually and is also available on our website.

6.3 Restriction or disconnection for other reasons

We may also restrict or disconnect the supply of services to your property in the following circumstances:

- if your water system or your wastewater system has not been authorised or does not comply with applicable codes, regulations and standards or our connection requirements;
- you fail to rectify a defective water or wastewater system as if requested by us in accordance with clause 8.5 of this contract;
- you breach this contract, the Act or other agreement with us, concerning the use or taking of water or the discharge of wastewater or stormwater, or access onto your property;
- you discharge trade wastewater into our wastewater system without a trade waste agreement with us or do not comply with the conditions of the trade waste agreement;
- if a serious health, environmental or operational risk is posed by the discharge of chemicals or other substances into our wastewater system;
- if a serious health or environmental risk is posed by backflow of any substance from your water supply system into our water supply system;
- if you have not correctly installed and maintained a backflow prevention device prior to being connected to our water system or have failed to provide a test report by the due date;
- you use your recycled water in a manner inconsistent with its intended purpose or in a manner contrary to the information we provide about the safe use of recycled water;
- where we are entitled or required to restrict or to discontinue supply by direction of the Minister or under an applicable law.

6.4 Restriction and debt recovery or legal action

We will not restrict your water supply or commence debt recovery or legal action:

- without explaining alternative payment options

- if there is an unresolved dispute as to the amount owing (for when a dispute is deemed to be resolved for this purpose please see clause 12.3)
- if you are in proven financial hardship
- if you have entered into a payment arrangement with us and are complying with the agreed terms
- you have notified us that you have sought assistance from a welfare agency and that assistance is imminent.

We will not restrict your water supply:

- if you need water for a life support machine or other special needs
- on a Friday, weekend or on a public holiday or the day before, or after 2 pm on a weekday
- without giving appropriate notice in accordance with clause 6.2 and 6.3 of our intention to restrict your water supply
- Without advising the occupier that in some circumstances the Act permits a tenant to pay outstanding charges and deduct them from rents otherwise payable
- Without providing the occupier reasonable opportunity to pay the account
- If a related complaint is being considered for resolution by Hunter Water or EWON, or by legal proceedings.

6.5 Minimum flow rate during restriction

If we restrict the supply of water to you, we will provide a reasonable flow for health and hygiene purposes. If you believe that the restriction will cause a health hazard you should contact us.

6.6 Disconnection by a customer

You may disconnect your property from our water system or wastewater system provided that:

- you have complied with all applicable health, environmental and local council regulatory requirements;
- you have given us all information we may reasonably require;
- you or your contractor have given us two business days notice of the disconnection from either system, paid the relevant fees, booked an inspection of the work and returned any of our property to us (i.e. the water meter); and
- the disconnection is undertaken by a licensed plumber or drainer and conducted in accordance with plumbing, drainage or other regulations or standards that apply.

We will continue to charge you a water and/or wastewater service availability charge, even if you are not using the service, until the disconnection(s) from supply have been confirmed and/or any of our property is returned to us.

6.7 Restoration of services after restriction or disconnection

When the reason for the disconnection or restriction of water and/or wastewater services no longer exists or if there is mutual agreement to restore supply, we will restore:

- your water supply on the same day, if you pay or we agree to other arrangements before 2pm on any business day;
- your water supply on the next business day if you pay or we agree to other arrangements after 2pm;
- your wastewater service within 24 hours if you pay or we agree to other arrangements.

You will be required to pay a reconnection fee for the water supply and/or wastewater services to be restored to your property. When the conditions for restoration are met after 2 pm, we may restore water supply on the same day but you will be required to pay an after-hours reconnection fee. The standard and the after-hours reconnection fees will be in accordance with those set by IPART.

7 Redress

7.1 Notification

If you notify us of a failure by us to comply with this contract or our activities result in inconvenience, damage or loss to you or your property we will investigate the matter and promptly advise you of:

- your right to a rebate under clause 7.2;
- redress options available under clause 7.3;
- how we may rectify your problem; and
- how to seek compensation from us under clause 7.4.

7.2 Rebates

We will provide a rebate to you, for an occurrence of the following:

Unplanned service interruptions

When you experience an unplanned water service interruption for over five hours between 5:00am and 11:00pm due to a failure of our water system, you are entitled to an automatic rebate of 15 kilolitres to be applied to the water usage component of your next bill. You will receive this rebate for the first and second event that you experience in a financial year.

Where you experience three or more unplanned water interruptions between 5:00am and 11:00pm in a financial year, each exceeding one hour in duration, due to a failure of our water system, you are entitled to an automatic rebate of 15 kilolitres to be applied to the water usage component of your next bill.

If you experience one or more unplanned interruptions according to the above conditions between 11:00pm and 5:00am and provide details of the inconvenience this caused, you will be eligible for the above rebate. We encourage you to contact us on 1300 657 000 to claim this rebate.

Planned service interruptions

Where you experience three or more planned water interruptions in a financial year, each exceeding five hours in duration, you are entitled to an automatic rebate of 15 kilolitres to be applied to the water usage component of your next bill.

Low water pressure

Where your water pressure is below 15 metres head at the point of connection to our water system for more than 30 minutes on more than five occasions in a financial year due to a failure of our water supply system, you have reported the problem by calling 1300 657 000, and we have confirmed each event, all properties known to be affected are entitled to a rebate of 15 kilolitres to be applied to the water usage component of your next bill.

Wastewater overflows

If you report and we confirm a one-off dry-weather wastewater overflow on your property due to a failure of our wastewater system (not including shaft breaks), you are entitled to an automatic rebate of 30 kilolitres to be applied to the water usage component of your next bill.

If you experience three or more dry weather wastewater overflows on your property in a financial year due to a failure of our wastewater system (not including shaft breaks), you

are entitled to an automatic rebate of 120 kilolitres to be applied to the water usage component of your next bill.

Dirty Water

If you are not provided with clean water suitable for normal domestic purposes, you should contact us on 1300 657 000.

We may provide compensation for damage caused by dirty water (see clause 7.4) and we may refund you the cost of water used to flush your water system.

We will undertake an investigation of recurrent dirty water problems to derive a long term solution.

Boil Water Alert

If NSW Health issues a 'boil water alert' due to contamination of drinking water caused by us, you are entitled to a rebate of 15 kilolitres to be applied to the water usage component of your next bill, if your property is within the declared alert area.

We will pay the rebate in your next account where possible.

7.3 Forms of redress

In addition to our obligation to pay a rebate under clause 7.2, we may provide one or more of the following forms of redress:

- reinstatement;
- repair;
- rectification;
- construction of works;
- providing alternative supplies of water;
- emergency accommodation;
- payment for damages as set out in clause 7.4.

If you are unsatisfied with the form of redress we provide you, you may request additional redress from us. We will consider your request in accordance with the timeframes in clause 12.1 as if your request were a complaint.

7.4 Claim for damages

In the event of physical loss or damage to you or your property as a result of our activities or our failure to comply with this contract, the Operating Licence or Act, we may compensate you for any loss suffered, following our investigation of the matter.

You should make your initial claim to your insurance company. If your loss is not covered by an insurance policy you may notify us for consideration.

If you make a claim for damages you must specify the nature of the problem and the type of compensation sought. We may also request for you relevant documentation and evidence in support of your claim for damages.

We will attempt to advise you within five working days of receiving your claim of:

- how we or our insurers will investigate the claim;
- a proposed response time for a representative of us or our insurers to visit your property (if required) and to make a decision;

- the name and contact details of the representative of our insurers or us who is able to advise you of the progress of your claim.

You will be provided with a written assessment of your claim, within the time indicated. This will outline the reasons for the decision and the type of compensation to be provided, if any.

If you are not satisfied with our decision, you have the right to seek review of your claim under clause 12.2 or you may seek an external review under clause 12.4.

7.5 Limitation of liability

The only promises we make about the goods and services we provide under this contract, and the only conditions and warranties included in this contract are:

- those set out in this document; and
- those that the law (for example, the *Trade Practices Act 1974*) say are included.

However, where we are liable to you because of a breach of a condition or warranty that the law says is included in this contract, our liability is to the extent permitted by law, limited to:

- replacing the goods and services to which the breach relates; or
- at our option, paying you the cost of replacing those goods, or having the services supplied again.

The limitation of our liability does not affect rights you have under a law that applies to us that says we cannot exclude or limit our liability.

8 Responsibilities for maintenance and repair

8.1 Your water system

If you are a property owner, you own and are responsible for maintaining and repairing all of the pipes and fittings between our water system and the buildings and/or taps on your property. This is referred to as your water system. (See *diagram in Section 15 – Definitions and interpretation*)

As a property owner, you are responsible for any damage caused by a failure of your water system.

We will maintain and repair the water system up to and including the water meter unless the water meter is more than one metre along the pipe inside your property, in which case we will provide this service up to one metre along the pipe inside the property boundary.

If there is no water meter, we will maintain and repair the water system up to one metre along the pipe within your property boundary closest to our water main. Your property includes any easement within which your meter or private service may be situated.

We do not maintain or repair:

- main to meter services greater than 40 millimetres diameter and/or that are designed and installed to meet a customer's supply requirements
- illegal services and water services installed contrary to appropriate codes, regulations and standards or our connection requirements
- dedicated fire services or combined fire and domestic water services connected to our water mains
- backflow prevention devices
- water services connecting to privately-owned water mains such as in some Community Title subdivisions or shared private services
- private water services connecting to our water mains under the terms of a 'Non-standard Agreement'
- faults resulting from wilful or negligent damage.

You are also responsible for rectification and repairing any illegal services installed contrary to appropriate codes, regulations and standards or our connection requirements.

We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private systems.

We are not responsible for:

- installing, modification, disconnection or disposal of water connections between our water main and the meter, and
- installing, maintaining, repairing or annual testing of backflow prevention containment devices on properties, except where the device is integrated into the water meter supplied and owned by Hunter Water.

Please contract Hunter Water on 1300 657 657 if you have any questions about the repair and maintenance responsibilities for your water system.

8.2 Your wastewater system

You are responsible for maintaining and repairing all wastewater pipes and fittings within your property up to and including the point of connection with our wastewater system. This is referred to as your wastewater system. *(See diagrams in clause 15 – Definitions and interpretation)*

It is possible that the point of connection with our wastewater system is outside your property. If you do not know where the point of connection is, you should contact us on 1300 657 657.

We do not maintain or repair:

- wastewater services connecting to privately owned wastewater mains such as in some Community Title subdivisions or shared private services;
- Private wastewater services connecting to our wastewater system under the terms of a 'Non-standard Agreement'.
- faults caused by wilful or negligent damage.

You are also responsible for rectification and repairing any illegal services installed contrary to appropriate codes, regulations and standards or our connection requirements.

We will also not meet the costs of installing new private services or modifying, upsizing or relocating existing private services.

Please contact Hunter Water on 1300 657 657 if you have any questions about the repair and maintenance responsibilities for your wastewater system.

8.3 Pressure wastewater system connections

If your property requires a pressure wastewater system, you may be connected to either a common effluent pumping (CEP) system or a low pressure sewer system (LPSS), also known as a grinder system.

If you are connected to a pressure wastewater system, we will repair and maintain up to and including the connection valve, however repair and maintenance responsibilities may vary between the different systems listed above and whether the pump and tank were installed by the property owner or Hunter Water. We encourage you to contact Hunter Water on 1300 657 657 to confirm your system maintenance responsibilities.

Please also refer to Figure 2 in the Definitions and Interpretations section at the back of this Contract for clarification.

You are also responsible for any local government authority on-site permit or inspection fees relating to the tank and system.

8.4 Non-standard wastewater system connections

If your property has a non-standard wastewater system connection we will repair and maintain the system up to the point of connection with our sewer main, which may be outside the property boundary.

If you are connected to a non-standard wastewater system you will hold a non-standard agreement with us, which will detail yours and our maintenance responsibilities.

If you have questions about your non-standard wastewater system connection, you are encouraged to contact Hunter Water on 1300 657 657.

8.5 Private joint water systems or private joint wastewater systems

If you share a private joint water system or a private joint wastewater system you are responsible for the cost of its maintenance. The apportionment of costs incurred in its maintenance is a matter between you and others who share it.

8.6 Stormwater connections, coverings and bridges

You are responsible for the maintenance of any connections between your property and our stormwater channel, pipe or culvert, regardless of land ownership.

We are not responsible for the maintenance of any coverings, bridges or similar structures within your property that cover or cross our stormwater channels, pipes or culverts unless they are owned by us.

8.7 Conserving water

You may install water efficient plumbing fixtures, appliances and equipment as recommended under the Water Efficiency and Labelling and Standards Scheme.

You may install water saving devices, for example:

- that collects and uses rainwater for your own use. Provided that the water tanks are not directly connected to our water system in any way, you do not need to meet any of our requirements. However, if the water tank is to be directly connected to our water system, you will be required to install the appropriate backflow prevention device as specified in Australian Standard 3500. This is to avoid the risk of backflow contamination of our drinking water supply.
- a composting toilet that does not require connection to our water system or our wastewater system.

For non-residential properties, where rainwater tanks with a volume exceeding 20,000 litres are installed to supply plumbing facilities connected to our wastewater system (for example, where rainwater is used for toilet flushing, laundry supply, floor wash down etc), we may require wastewater discharge to be metered or may impose an additional discharge factor as set out in clause 4.8.2.

Health, environmental and local council requirements must be complied with when installing water saving devices and approval may be required from your local council. If you need to obtain details of our requirements, you should contact us on 1300 657 657.

On request, we will provide you information on how to conserve water. You can also refer to our website at www.hunterwater.com.au for information and resources on conserving water.

8.8 Defective or unauthorised work

If we become aware that any part of your water, wastewater, recycled water or stormwater system is defective or unauthorised and impacts or poses a risk to the operation of our water, wastewater or stormwater system, we will request the defect to be fixed within a reasonable time.

If you do not comply with the notice, we may restrict your water or recycled water supply or disconnect your wastewater connection until it is fixed. We may also remedy the defective or unauthorised work and you will be charged the reasonable costs incurred by us in undertaking this work.

If you are experiencing financial hardship and are unable to pay for such work, you should contact us and we will provide you with information about schemes available to assist you. All reasonable effort will be taken by us to provide assistance to you.

8.9 Giving notice of system failures

You should inform us if you become aware of any failure of our water system, wastewater system or stormwater system. If you notify us of an interruption to your supply or a burst or leak in our system, a disruption to the wastewater drainage from your property or an overflow or leakage from our system, we will ensure that the problem is attended to as soon as practicable.

8.10 Building landscaping and other construction work

You must not undertake building, landscaping or other construction work that is over, or adjacent to, our water, wastewater or stormwater system and which may damage, interfere with or obstruct access to our systems without first obtaining our consent.

Approvals for building, landscaping or other construction work that involves building over, or adjacent to, our systems are to be requested from us in advance of any activity being undertaken on the property.

Conditions may apply to any approval for building, landscaping or other construction work that is over, or adjacent to, our water, wastewater or stormwater systems.

Failure to obtain approval or comply with the conditions of an approval will limit our obligation to reinstate building, landscaping or other construction or liability for compensation (see clause 9.4) as a result of our need to access our systems.

Properties with an existing water service must be metered during the building period. The meter must be accessible (as described in clause 10.4) at all times.

8.11 Connections to services

Connections to our water, wastewater or stormwater systems are to be made using the services of a Hunter Water accredited installer or licensed plumber and in accordance with Hunter Water's published 'Connection Requirements' and any other plumbing and drainage regulations, codes and standards that may apply.

8.12 Altering and unauthorised connection or use

You must not:

- wrongfully take, use or divert any water supplied by us; or
- wrongfully interfere with the operation of a meter or prevent a meter from registering the quantity of water supplied by us; or
- wrongfully discharge any substance into a system owned by us.

You must obtain our consent before carrying out any activity that may alter, cause destruction of, damage to, or interference with, our water, wastewater, or stormwater systems.

8.13 Removal of trees

If a tree on your property is obstructing or damaging our water system, wastewater system, or our stormwater system, or is reasonably likely to do so, we may require the removal of the tree at your cost.

We will give you 14 days notice in writing requiring you to remove the tree. You may with our consent and at your cost, take steps to eliminate the cause of damage or interference to our water system, wastewater system, or stormwater system, without removing the tree.

We may reimburse you for reasonable expenses incurred in removing the tree if:

- you could not have reasonably known that the planting of the tree would result in the damage or interference; or
- an easement did not exist in favour of our system when the tree was planted.

If you fail to comply with the notice to remove the tree, by the specified date, then we may remove the tree and recover the costs of removal from you.

We cannot require a tree to be removed that is the subject of a protection or conservation order under the *Heritage Act 1977*, or the *National Parks and Wildlife Act 1974*, local council regulation or any applicable law.

9 Entry onto a customer's property for maintenance

9.1 Access to Hunter Water's system

You must ensure that we have safe access to your property, to:

- maintain our water, wastewater, or stormwater systems
- to ensure that this Customer Contract, the Operating Licence or the Act is being complied with
- for other purposes set out in the Act or other applicable laws
- to read a meter.

9.2 Identification

When we enter your property, our employees or contractors will carry identification that will be shown to you (or to any person present at the time of access).

9.3 Notice of access

We will give you, or the occupier of your property, two days written notice specifying the date, and approximate time of our entry onto your property, unless you agree to a shorter notice period.

We will not give you written notice in cases where:

- In our opinion entry is required urgently
- the purpose is to read, fit exchange or maintain a meter
- giving notice would defeat the purposes of entry
- we intend to conduct a water restriction investigation on your property
- we conduct a general property inspection such as meter, plumbing or a backflow device or trade wastewater inspection
- to assess the operation or condition of our systems where that inspection is not intrusive.

9.4 Impact on customer's property

If we enter your property we will ensure that we:

- cause as little disruption or inconvenience as possible;
- remove all rubbish and equipment we have brought on to the property;
- if our activities result in inconvenience, damage or loss to you or your property, we may provide redress as outlined in Section 7.)

You may be entitled to compensation under the Act for damage incurred by our entry to your property. Any entitlement to compensation will be subject to the conditions set out in clause 8.10.

10 Water meter reading, installation, testing and maintenance

10.1 Measuring water supplied

Unless we otherwise agree, a meter will measure the quantity of water that we supply you. You will be charged for the quantity of water measured by the water meter, unless the meter is faulty and we are required to adjust what we charge you under clause 10.3.

If a meter is stopped or damaged, an estimated consumption will be calculated on a basis which is representative of your consumption pattern.

Where in our opinion no satisfactory basis exists to adjust a usage charge, we will negotiate with you a mutually agreeable adjustment of charges based on an estimated reading.

When the price for water or wastewater usage is varied on a date that falls within your meter reading period, we will apply the new price on a pro rata basis.

We will use our best endeavours to provide an actual meter reading at least once every 12 months, inclusive of meter readings taken by you on our behalf.

10.2 Water meter installation and maintenance

We will supply you with a meter that complies with the relevant Australian Standard. You must not remove a water meter from your property without our consent.

We may require you to meter each individual property served by a single connection to our water system. Your plumber or designer should check our published requirements during the planning stage.

A backflow prevention device of a type approved by us may be required to be fitted to the outlet of the meter.

You are required to pay for the meter's installation and ensure that it is installed either by us or a licensed plumber. The installed meter remains our property and we will maintain it. We may charge you for the cost of replacement of the meter if it is wilfully or negligently damaged.

We may charge you an un-metered service charge, if there is no meter or other instrument measuring the supply of water to your property.

We may require that you fit a meter to your fire service. This will be a requirement under your building approval with us.

10.3 Meter testing

If you consider that the meter is not accurately recording water passing through it, you may request that we test it. We will advise you of the meter test results and make available a written report on your request.

You will be required to pay the costs of the meter test prior to the test proceeding. This cost will be refunded if the meter is shown to be inaccurate.

If the test shows that the meter is over recording by over four per cent of the actual volume of water passing through it, we will:

- Replace the meter;
- refund any charge paid by you for the test; and
- recalculate your account on a basis that is representative of your consumption pattern.

10.4 Access to the water meter

We may enter your property without notice for the purposes of reading, testing, inspecting, maintaining, and replacing the meter.

You must ensure that the meter is reasonably accessible to Hunter Water or its representatives for meter reading and meter maintenance purposes. The meter and the visible pipe connected should be clear of concrete, plants, trees bushes and other obstructions.

If you have not provided reasonable and safe access to your meter, we will bill you on an estimate of your usage and will also recover the cost of the attempted meter reading.

If you have not provided reasonable and safe access to the meter for a reading on two or more occasions, we will:

- relocate the meter; or
- seek access at a time suitable to you, which will incur an additional fee; or
- ask you to read the meter on our behalf; or
- make other arrangements with you.

If you cannot provide reasonable access for reading the meter on an ongoing basis and we cannot come to a mutually acceptable solution, we may treat your property as un-metered and may impose an imputed service and usage charge. The imposition of imputed charges does not affect our right to address meter access issues at any subsequent time.

If you intend to relocate your meter, you should engage a licensed plumber at your cost. Your plumber should check our published connection requirements before relocating the meter.

10.5 Meter replacement

We will replace the meter at no cost to you if the meter:

- is found to be defective; or
- if it can no longer be reasonably maintained; or
- is replaced as part of a meter replacement program.

If we incur additional costs to replace the meter because of actions by you (e.g. restricted access to the meter, structural work at or near the meter), we will recover those additional costs from you.

We will use our best endeavours to notify you at the time of replacement and advise you that a new meter has been installed. A mutually acceptable time will be

negotiated with non-residential customers for the replacement of meters, where practicable.

11 Who can I speak to if I have any questions or want to make enquiries?

11.1 General enquiries

If you have an enquiry relating to an account, payment options concession entitlements or other information about our services, we would encourage you to contact us as follows:

- by telephone between 8.00am and 5.00pm Monday to Friday on 1300 657 657
- by writing to us at PO Box 5171, Hunter Region Mail Centre NSW 2310
- by using the enquiries email link on our website at www.hunterwater.com.au

If we cannot resolve your enquiry immediately, we will respond to your request within three working days.

Our response will provide an explanation and the name of the contact person for follow up enquiries if you are not satisfied.

If your complaint cannot be resolved within these timeframes, our response will advise you of the name and contact number of the person who will investigate your enquiry further.

11.2 Emergency assistance

In the event of a leak, burst water main near your property a wastewater overflow, an unplanned interruption to supply, or a water quality or water pressure problem, we provide a 24 hour emergency telephone service on 1300 657 000. The emergency phone number is also listed on your account and in the telephone directory.

11.3 Interpreter and TTY services

We provide an interpreter service for people from non-English speaking backgrounds. Please call 131 450 to access these services.

Customers who are deaf or have a hearing or speech impairment can contact us through the National Relay Service (NRS):

- TTY users phone 133 677 then ask for 1300 657 657
- Speak and Listen (speech-to-speech relay) users phone 1300 555 727 then ask for 1300 657 657
- Internet relay users connect to the NRS (see www.relayservice.com.au for details) and then ask for 1300 657 657

12 What can I do if I am unhappy with the service provided by Hunter Water?

12.1 Customer complaints

If you have a complaint about our service or our compliance with this contract, the Act or Operating Licence you should contact us on 1300 657 657. You can also email us at enquiries@hunterwater.com.au, or write to us at Hunter Water, PO Box 5171 HRMC NSW 2310. If we cannot resolve your complaint immediately, we will use our best endeavours to respond and resolved your complaint within three working days.

Our response will provide reasons for our decision and the name of the contact person for follow up enquiries if you are not satisfied.

If your complaint cannot be resolved within these timeframes, our response will advise you of the name and contact number of the person who will investigate your matter further.

We will provide you with information on our internal and external complaints handling processes in a pamphlet with your bill at least once a year.

12.2 Complaints review

If you are not satisfied with the solution offered or action taken by us, you may have the complaint reviewed by a manager.

The manager will:

- clarify your complaint and the outcome sought;
- ensure that the matter has been properly investigated;
- advise you of the estimated timeframe for our proposed action;
- communicate to you our final decision;
- outline the relevant facts and regulatory requirements where appropriate;
- indicate what we will do to address the issue;
- notify you of your rights to external review, if you are still not satisfied with our decision.

12.3 When a dispute is considered resolved

Hunter Water is committed to resolving any concerns you may have with the service we provide you to a level you deem satisfactory and in a timely manner.

A dispute will be considered finalised when:

- we provide you with a substantive response that:
 - a. resolves the dispute to your satisfaction or indicates how the dispute will be resolved to your satisfaction; or

- b. provides an explanation of the relevant policy and/or regulatory requirements and why no further action is proposed in relation to the dispute; or
 - c. provides a date when the issue will be resolved if the complaint relates to future planned operational or capital work;
- The dispute is resolved through an external dispute process in accordance with clause 12.4; or
- 28 working days have passed since receiving our response pursuant to clause 12.1 or 12.2 and you have not sought a further review by us or lodged a claim in an external dispute resolution forum.

We will extend the 28 working days by a reasonable period if:

- within those 28 days you have requested an extension; or
- after the 28 days you demonstrate that, because of special circumstances, you were unable to seek an extension within the 28 days.

12.4 External dispute resolution

You have the right to seek external resolution of a dispute that has not been resolved by us to your satisfaction.

12.4.1 The Energy and Water Ombudsman New South Wales

You have the right to refer a complaint or dispute arising under this contract to the Energy and Water Ombudsman NSW (EWON).

EWON is an independent dispute resolution body that can investigate and resolve many disputes you have with us under this contract.

Full details on EWON's services are available on the EWON website (www.ewon.com.au) or by calling EWON on 1800 246 545.

EWON's services are available to you at no cost.

You may choose whether or not to accept EWON's decision. If you decide to accept it, then it will be final and binding on us.

12.4.2 The Consumer, Trader and Tenancy Tribunal

The Consumer, Trader and Tenancy Tribunal may hear and determine consumer claims relating to services supplied by us under this contract.

12.4.3 Other legal avenues

You may also seek legal advice.

13 Consultation, information and privacy

13.1 Involving customers in service planning

We have an established Consultative Forum to enable community involvement on issues relevant to our programs, services and decision-making processes.

The Consultative Forum Charter explains the role and functions of the Consultative Forum. The Charter is available on our website at www.hunterwater.com.au, or you may contact us on 1300 657 657 to obtain a copy.

13.2 Providing information

We will respond in a timely and open manner to requests for information consistent with normal commercial practices and the *Government Information (Public Access) Act 2009*.

13.3 Privacy

We will treat your personal information according to the provisions of the *NSW Privacy and Personal Information Act 1998*.

To the extent permitted by law, we may exchange information about your creditworthiness, credit standing, credit history or credit capacity with credit reporting agencies, other credit providers, other suppliers, or our agents, contractors and franchisees.

We may also confirm your eligibility for bill concessions and exemptions (for example, pensioner rebates) with relevant government agencies administering concession eligibility.

14 When does my Customer Contract with Hunter Water terminate?

14.1 Termination of this contract

This contract will terminate between us and you if you cease to be covered by this contract as described in clause 2.2.

The termination of this contract does not affect any rights or obligations of you or us that accrue prior to termination.

If this contract, or part of the contract, terminates because you, the account holder have requested that some or all of the services that we provide to your premises be transferred to a supplier licensed under the *Water Industry Competition Act 2006*, we will comply with the Transfer Code of Conduct established under that Act to affect the transfer.

14.2 Variation of this contract

We may also vary this contract as permitted by the Act.

Variations to this contract will be available on our website, and from our offices for access or collection free of charge.

Section 38 of the Act provides that a variation of the Customer Contract must be published in a daily newspaper circulating in the Area of Operation at least six months before the variation becomes effective, or a shorter period of notice approved by the Minister. A copy of the notice must also be given to the customer. This requirement to give notice of variations to the terms of the contract, does not apply to variations in charges and fees made in accordance with a determination of IPART.

15 Definitions and interpretation

15.1 Definitions

Account holder	is taken to have the same meaning as “owner” as defined by the <i>Hunter Water Act 1991</i> .
Act	means the <i>Hunter Water Act 1991</i> and any regulations in force under it.
Alternative water supply	Is drinking quality water that may be available during a supply interruption. Supplies may be in the form of bottled drinking water or a road tanker from which water can be collected.
Area of operation	is the areas of operations specified in section 16 of the Act, and described in Schedule 1 of the Operating Licence.
Availability charge	is a charge for service availability, rather than use of our wastewater or water service, where the land concerned is connected to the wastewater or water service.
Backflow prevention Containment device	means a device to prevent the reverse flow of water from potentially polluted source, into the drinking water supply system.
Billing cycle	means billing periods each of four months commencing on 1 July, 1 November, and 1 March each year.
Charges	includes any charge or fee payable under this Customer Contract or other contract made between Hunter Water and a customer for the provision of water supply, wastewater or drainage services.
Charging period	is any period for which your account was calculated.
Complaint/dispute	means an expression of dissatisfaction made to an organisation, related to its products, or the complaints-handling process itself, where a response or resolution is explicitly or implicitly expected. A complaint can be a written or verbal expression of dissatisfaction about an action, proposed action or failure to act by the water utility, its employees or contractors.
Connection Requirements	means Hunter Water Corporation's published requirements for connection to its water, wastewater and stormwater systems. These requirements are intended to ensure that there is adequate capacity in the systems for customer connection and that Hunter Water's systems are protected against potential problems that could arise from defective connections and defective customer systems.
Connection valve	is a valve installed by Hunter Water Corporation on the pressure sewer main or branch line. This valve is the point at which a property is connected to Hunter Water's pressure system.
Consultative Forum	means a panel of community representatives that meets regularly with Hunter Water to enable community involvement in matters relevant to the performance of Hunter Water Corporation. Requirements in relation to the Consultative Forum are set out in clause 5.4 of the Operating Licence.
Customer	is defined in clause 2.2 of this contract.

Defective and unauthorised work	means any water, recycled water, wastewater or stormwater service on your property that includes: <ul style="list-style-type: none">- construction or use of a service that does not comply with current codes of practice, standards, legislation or regulations; and/or- a blockage or leakage from, or into, the service.
Disconnection	means the stopping (either temporarily or permanently) of our supply of services to your property.
Drainage area	means a declared stormwater drainage area in accordance with section 46 of the Hunter Water Act 1991.
Drinking water	means water that is intended for human use and consumption and free of harmful chemicals and disease-causing organisms.
Drought	includes a prolonged period of low rainfall resulting in an actual or potential water shortage.
Dry weather wastewater overflow	means an overflow resulting from a blockage in the wastewater pipe network (e.g. caused by tree root invasion or pipe collapse), a pumping station electrical or mechanical failure or other system problem not related to transporting excess wastewater flows during wet weather.
Enquiry	means a written or verbal question by or on behalf of a customer which can be satisfied by providing information, advice, assistance, clarification, explanation or referral to an external body.
Financial hardship	means situations where a customer desires to pay an account, but is unable to pay all or some of the account or is unable to pay by the due date.
Low water pressure	is water pressure of less than 20 metres head for a continuous period of 30 minutes or more measured at the point of connection of the property to the water supply. A property is not considered to have experienced low water pressure if it is caused by a planned or unplanned water interruption; water usage by fire authorities in the case of a fire; or temporary and short term operational problems (including breaks in a main or failure in a pump).
Maintenance	includes repairs and replacement, and where relevant testing and inspection.
Meter	is the device used to measure the water use on the property. This includes any remote reading equipment and associated wiring, power, plumbing and servicing equipment.
Non-residential customer	is a customer who is not a residential customer as defined in this section and includes customers who own or occupy properties providing commercial residential services (for example, boarding houses, caravan parks, hotels, hostels, mobile home villages and motels).

Non-standard agreement	are agreements for non-standard water and wastewater connections are required when a property does not have direct frontage to a water or sewer main. Non-standard water connections may also apply where customers connect directly to a trunk water main. Non-standard connections require the property owner to enter into a separate written agreement with Hunter Water.
Operating Licence	is the licence granted to us under section 12 of the Act.
Our water service	means the services we are permitted to provide by the Operating Licence and any applicable law in respect to storing and supplying water.
Our water system	includes the dams, tanks, pumping stations, water mains, pipes, treatment plants and other equipment which we must provide, manage, operate and maintain under the Act to store and supply water.
Our wastewater service	means the services we are permitted to provide by the Operating Licence and any applicable law in respect to <ul style="list-style-type: none"> • providing wastewater services; and • disposing of wastewater.
Our wastewater system	includes the pumping stations, wastewater mains, pipes, treatment plants and outfalls and other equipment which we must provide, manage, operate and maintain under the Act to provide wastewater services and disposal or reuse of wastewater.
Owner	a person who holds ownership title to the property, as defined by the <i>Hunter Water Act 1991</i> .
Payment assistance arrangement	means any of the types of assistance described in clause 5.2 of this contract.
Personal information	includes any information held by us that relates to the supply of services by us, where your individual identity is apparent or can be reasonably ascertained from the information.
Point of connection (wastewater)	<p>For gravity wastewater systems this is the end of the sewer pipe laid by Hunter Water to service the property when the sewer system was installed. Where the main is in the property to be connected, this is usually the junction on the wastewater main. Where the main is not in the property to be connected, this may be the end of a branch line (usually about 1.2 metres inside the boundary of the property to be connected).</p> <p>For pressure and vacuum wastewater systems this is the connection valve or inlet point to the main that feeds into the vacuum pot.</p>
Planned interruption	means an interruption to a water or wastewater service initiated by us to allow maintenance to be undertaken and for which notice has been given to you.
Plumbing standards	Include current codes of practice and standards, legislation and regulations applying to plumbing work and plumbing fittings and materials.

Pressure sewer system	means a system where wastewater is pumped to our wastewater system from collection tanks installed on your property and where these tanks and pumps are owned and maintained by you. Figure 2 illustrates a typical residential installation.
Private joint wastewater service	is where two or more properties share the same private wastewater pipes. Private joint wastewater services have one connection to the wastewater main. Customers with a private joint wastewater service share and own the service in common with each property owner sharing the service, and are jointly responsible for its condition.
Private joint water service	is where two or more properties share the same private water pipes. Private joint water services have one connection to the water main. Customers with a private joint water service share and own the service in common with each property owner sharing the service, and are jointly responsible for its condition.
Property	<p>means</p> <ul style="list-style-type: none"> • an individual dwelling or premises used for any purpose; or • land, whether built or not (excluding public land); or • a lot in a strata plan that is registered under <i>the Strata Schemes (Freehold Development) Act 1973</i> or <i>the Strata Schemes (Leaseholder Development) Act 1986</i> <p>that is connected, or for which a connection is available, to Hunter Water's water supply system or wastewater system or within a declared drainage area.</p>
Reasonable time	<p>for the purposes of clause 8.8, means</p> <ul style="list-style-type: none"> • a period of not less than 24 hours from notification by us where, in our opinion, the defect is reasonably likely to significantly impact on any of our systems or other customers, and • a period that, in our opinion, allows sufficient time for you to arrange and carry out the necessary rectification.
Recycled water	is water that is derived from treated wastewater and is not suitable for drinking at the time of supply by us.
Recycled water area	is the geographical area occupied by a community or communities supplied with recycled water through a pipe network separate from the drinking water system.
Residential customer	<p>means a customer who owns or occupies residential property, being property:</p> <ul style="list-style-type: none"> • that is the customer's principal place of residence; and/or • on land categorised as residential under <i>the Local Government Act 1993</i>.

Residential wastewater	includes all liquids and any substances in them, which may be discharged into our wastewater system from a residential property, including discharges from toilets, hand basins, urinals, sinks, baths, showers, washing machines and similar items.
Restriction	means a direct intervention in the water supply system by Hunter Water in order to reduce flow to a customer's property. <i>See separate and unrelated definition for "Water restrictions".</i>
Service charge	is a charge for being connected to the water and/or wastewater and/or stormwater drainage system.
Stormwater harvesting	means extraction and storage of stormwater from stormwater channels and pipes for non-potable water use. Stormwater harvesting systems and operations may require licences and approvals from regulatory agencies.
Stormwater services	means the services we are permitted to provide by the Operating Licence and any applicable law in respect to providing stormwater drainage systems.
Stormwater systems	means the stormwater drainage channels, pipes, detention structures, and stormwater quality improvement devices and other equipment that we must provide, manage, operate and maintain under the Act to provide stormwater services. Hunter Water's stormwater systems are mostly the major open channels and pipe systems into which council pipe networks and street drainage systems discharge. Hunter Water's systems do not include street drainage or minor pipe networks provided by local councils. Hunter Water does not operate any stormwater systems in the Dungog, Maitland and Port Stephens local government areas.
Third party access	means formal arrangements where a third party uses the services provided by monopoly water industry infrastructure (generally pipes, pumps and reservoirs) to transport water or wastewater between their customers and their treatment facilities (or another point at which water is inserted or wastewater extracted).
Trade wastewater	includes any liquid, and any substances contained in it, which may be discharged into our wastewater system from a non-residential property, and any vehicle transporting wastewater, including septic effluent and wastewater from ships and boats. Trade wastewater does not include sewage from residential premises connected to Hunter Water's wastewater. The term trade wastewater as used in this document includes run off from contaminated open areas.
Unplanned interruption	is an interruption that is caused by a fault in our water system or a fault that is our maintenance responsibility and no notice has been given to you.
Wastewater	means untreated or partially treated material contained within our wastewater system, consisting of discharges from residential or non-residential properties, or trade wastewater.
Wastewater mining (also known as sewer mining)	is the process of tapping into a wastewater pipe (either before or after the wastewater treatment plant) and extracting wastewater that is then treated and used as recycled water.

Wastewater overflow	a discharge of wastewater from our wastewater system. These overflows may occur in wet or dry weather.
Wastewater usage discharge factor	is a measure of the volume of wastewater discharged to the wastewater system expressed as a percentage of water delivered to the property via all Hunter Water drinking water meters.
Water restriction(s)	means a restriction by Hunter Water on the use of water in accordance with relevant conditions in the Operating Licence and the Hunter Water Regulation 2010.
We, our or us	means Hunter Water Corporation, established under the Act, including its officers, employees, agents and contractors.
Your wastewater system	is defined for the purposes of maintenance and repair only in clause 8.2 and your maintenance responsibilities as they apply to most typical household installations are illustrated in Figures 1 and 2 below.
Your water system	is defined for the purposes of maintenance and repair only in clause 8.1 and your maintenance responsibilities as they apply to most typical household installations are illustrated in Figure 3 below.
You or your	means our customer for the purpose of this contract.

Figure 1 - Standard wastewater system maintenance responsibilities

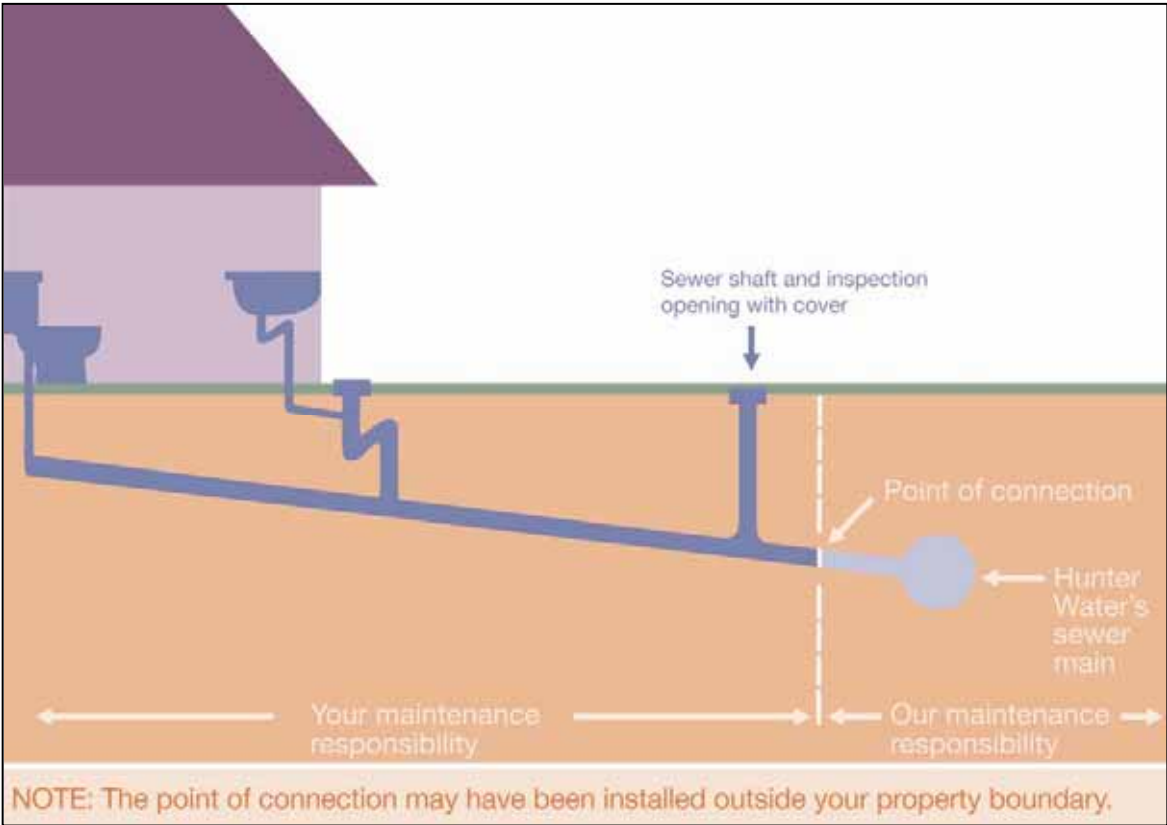


Figure 2 - Pressure wastewater system (CEP and LPSS) maintenance responsibilities

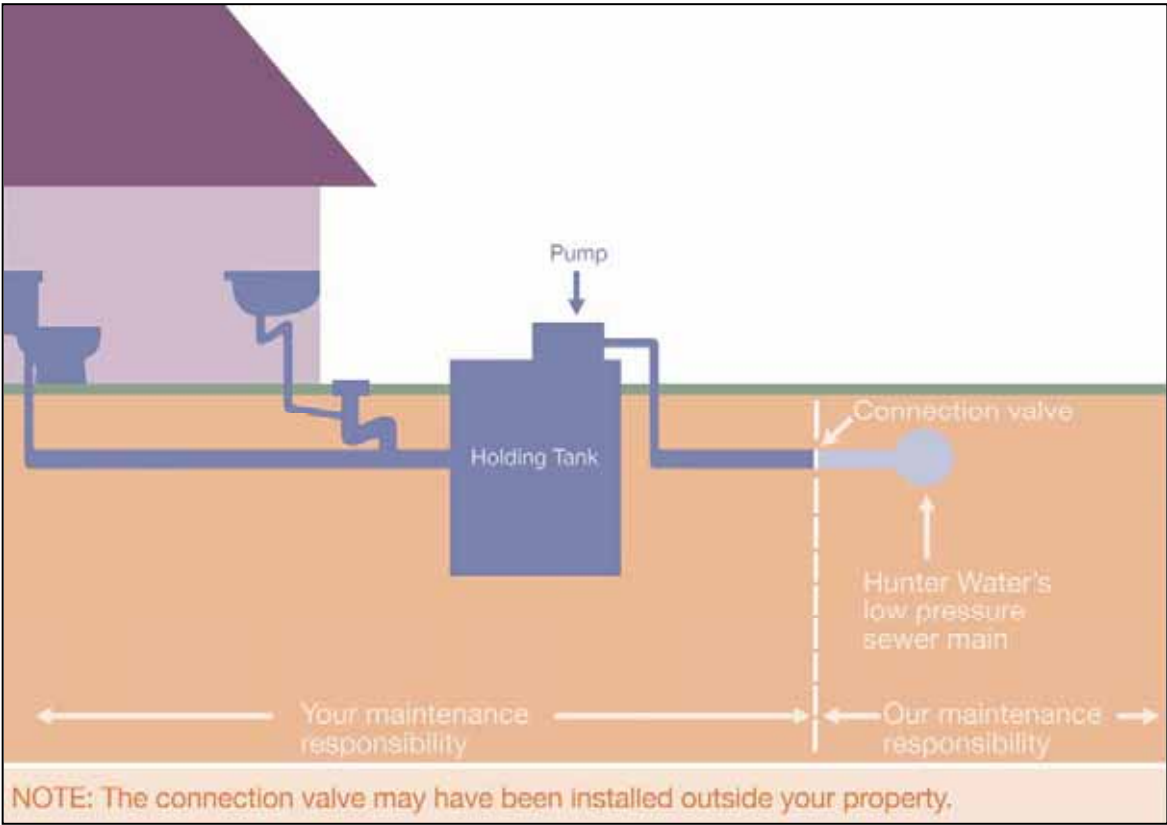
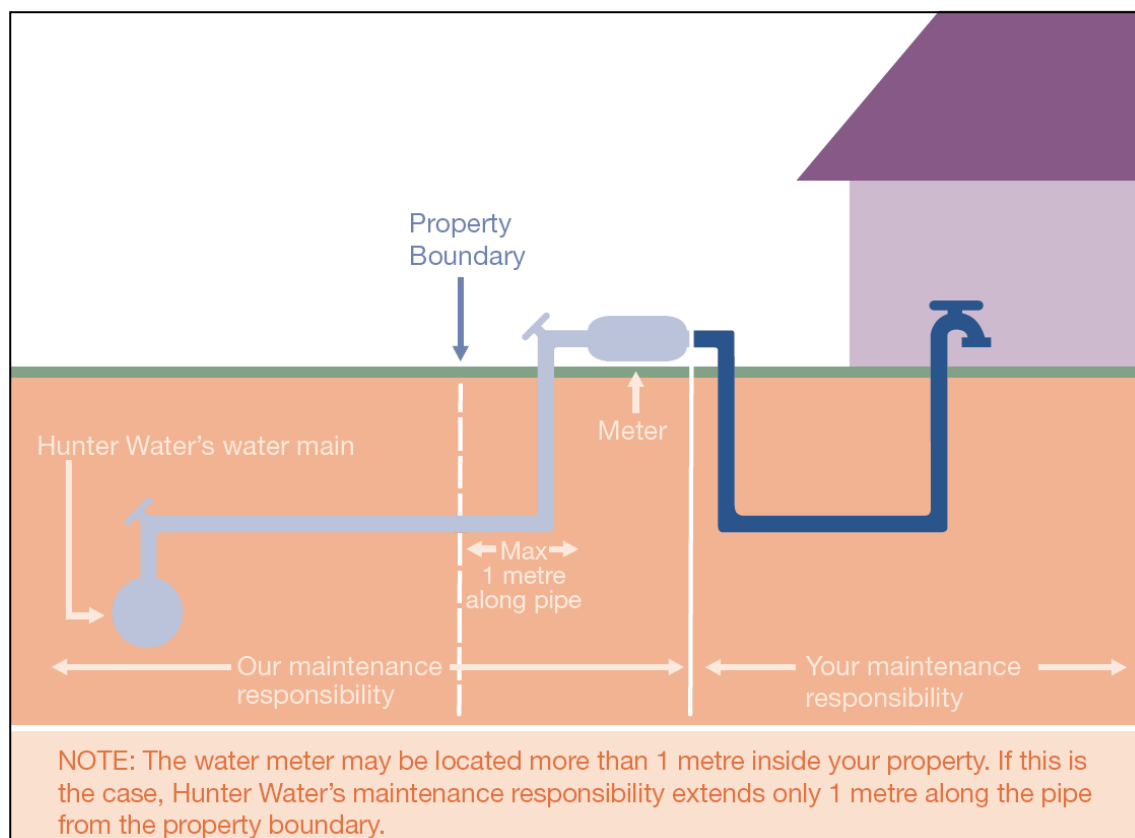


Figure 3 - Water system maintenance responsibilities



15.2 Interpretation

In this contract, the following interpretations apply:

- A person includes an individual, a body corporate, an unincorporated body or other entity.
- The law includes legislation, regulations, licences, orders, mandatory codes, permits and directions.
- A working day is Monday to Friday, excluding New South Wales gazetted public holidays.
- The singular includes the plural and vice versa.
- If there is any inconsistency between this contract and any law, the law will prevail to the extent of the inconsistency.
- The reference to document, instrument or law includes any amendments, revisions, renewals or reprints from time to time.
- Where a word is defined, any other grammatical form of that word has a corresponding meaning.

PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

BLUE MOUNTAINS CITY COUNCIL

Local Government Act 1993, Section 713

Sale of Land for Overdue Rates and Charges

NOTICE is hereby given to the persons named hereunder, that the Council of the City of Blue Mountains has resolved, in pursuance of section 713 of the Local Government Act 1993, to sell the land described hereunder of which the persons named are known to the Council to be the owners or to have an interest in the land on which the amount of rates stated in each case, as at 4 March 2011, is due:

<i>Owners or person having interest in land</i>	<i>Description of land</i>	<i>Amount of rates (including extra charges) overdue for more than five (5) years</i>	<i>Amount of all other rates (including extra charges) payable and unpaid</i>	<i>Total</i>
<i>(a)</i>	<i>(b)</i>	<i>(c)</i>	<i>(d)</i>	<i>(e)</i>
Ms A. Borkett	Lot 23, DP 227334, 43 Skyline Road, Mount Tomah	\$1,510.33	\$5,580.65	\$7,090.98
Mr K. D. Veil	Lot 1, DP 630341, 12 Centennial Glen Road, Blackheath	\$1,148.63	\$7,521.35	\$8,669.98
Mr K. D. Veil	Lot 24, DP 8464, 2 Kenny Street, Mount Victoria	\$0.00	\$1,650.88	\$1,650.88
Estate Mrs B. Schuhmacher & Estate Miss H. Schuhmacker	Lot 2, DP 327752, 28 Prince Edward Street, Blackheath	\$10,407.35	\$9,431.75	\$19,839.10
Mr R. C. Mann	Lot 23, DP 656559, 38-40 Glenview Street, Katoomba	\$170.81	\$5,034.38	\$5,205.19
Mrs H. G. Mann & Mrs M. J. Mann	Lot 1, DP 310669 and Lot 1, DP 963107, 2-2A Railway Parade, Katoomba	\$506.82	\$4,757.41	\$5,264.23
Mrs H. G. Mann	Lot 1, DP 116050, 58 Woodlands Road, Katoomba	\$139.49	\$3,084.59	\$3,224.08
Mr H. Leonhardt	Lot 1, Section C, DP 5785, 109 Second Avenue, Katoomba	\$332.39	\$418.00	\$750.39
Mr D. A. Tuffin	Lot 247, DP 13407, 23 Genevieve Road, Bullaburra	\$786.94	\$6,693.31	\$7,480.25
Mr J. Meakin	Lot 47, DP 28628 and Lot 50, DP 29555, 120 Queens Road, Lawson	\$1,412.36	\$689.35	\$2,101.71
Mr J. Meakin	Lot 42, DP 28628, 129 Queens Road, Lawson	\$960.25	\$1,443.46	\$2,403.71
Mr V. Vartholomeos & Mrs I. A. Vartholomeos	Lot 1, DP 327741, 171 Valley Road, Hazelbrook	\$11,060.82	\$12,704.64	\$23,765.46
Estate C. A. Mann & Estate M. Mann	Lot 11, DP 9210, 6 St Georges Crescent Faulconbridge	\$550.97	\$5,333.25	\$5,884.22
Mr J. Webb	Lot 32, DP 5181, 11 Pitt Street, Springwood	\$984.44	\$9,291.05	\$10,275.49
Mr K. Konrad	Lot 61, Section C, DP 5869, 26 Clydebank Road, Leura	\$160.96	\$338.98	\$499.94
Ms B. A. Green	Lot 13, Section A, DP 5785, 92 First Avenue, Katoomba	\$1,238.10	\$1,266.28	\$2,504.38

<i>Owners or person having interest in land</i>	<i>Description of land</i>	<i>Amount of rates (including extra charges) overdue for more than five (5) years</i>	<i>Amount of all other rates (including extra charges) payable and unpaid</i>	<i>Total</i>
(a)	(b)	(c)	(d)	(e)
Mr D. N. Hripko	Lot 2, DP 785017, 56 Clear View Parade, Hazelbrook	\$193.96	\$6,803.53	\$6,997.49
Ms F. M. Cunynghame	Lot 1, DP 710409, 16 Tusculum Road, Valley Heights	\$8,840.82	\$8,174.39	\$17,015.21
Mr A. Kidman	Lot 71, DP 8393, 127A Sublime Point Road, Leura	\$10,178.75	\$3,815.69	\$13,994.44
B. S. Mills	Lot 1, DP 175112, 1C Victoria Street, Katoomba	\$390.54	\$1,220.88	\$1,611.42
Mt Victoria Land Co. Ltd	Lot 2, DP 948139, 3A Carlisle Parade, Mount Victoria	\$100.96	\$268.57	\$369.53
Mr C. Ryan	Lot 5, DP 1145606, 55B Lurline Street, Katoomba	\$0.00	\$1,202.70	\$1,202.70

In default of payment to the Council of the amount stated in Column (e) above and any other rates (including extra charges) becoming due and payable after publication of this Notice or an arrangement satisfactory to Council for payment of all such rates being entered into by the rateable person, before the fixed time of sale, the said land will be offered for sale by Public Auction. The Auction will be held in the Council Chambers of Blue Mountains Council on Saturday, 16 July 2011, commencing at 10am. R. GREENWOOD, General Manager, Blue Mountains City Council, Locked Bag 1005, Katoomba NSW 2780, tel.: (02) 4780 5000. [5758]

CLARENCE VALLEY COUNCIL

Roads Act 1993

Dedication of Land as Public Road

NOTICE is hereby given that pursuant to section 10 of the Roads Act 1993 the Clarence Valley Council dedicates the lands described in Schedule 1 hereunder as public road. Dated March 2011. STUART MCPHERSON, General Manager, Clarence Valley Council, Locked Bag 23, Grafton NSW 2460.

SCHEDULE 1

Land shown as road widening intended to be dedicated as public road in Deposited Plan 748597, situated on Clarence Way in the locality of Fine Flower in the Parish of Hassan, Pucka and Yarrcalikarra, County of Drake. [5759]

SHOALHAVEN CITY COUNCIL

Naming of Roads

SHOALHAVEN CITY COUNCIL advises that in accordance with section 162.1 of the Roads Act 1993 and Part 2, Division 2, Clause 9, Road Regulations 2008, it has named the following road:

<i>Location</i>	<i>Road Name</i>
Subdivision of Lot 43, DP 1132331, off Eyrie Bowrie Drive, Milton.	Wynella Place.

No objections to the proposed name were received within the advertising period. R. PIGG, General Manager, Shoalhaven City Council, Bridge Road, Nowra NSW 2541. File SF9928-03. [5761]

THE CITY OF NEWCASTLE

Roads Act 1993, Section 162

Roads (General) Regulation 2000, Part 2, Division 2

Renaming of Public Road

THE CITY OF NEWCASTLE gives notice that the following public roads are hereby renamed.

<i>Road to be renamed</i>	<i>Adopted Name</i>
Abeila Street, Beresfield	ABELIA STREET
Hannifords Lane, Cooks Hill	HUNNIFORDS LANE

Authorised by resolution of Council on 2 November 2010. A/General Manager, The City of Newcastle, PO Box 489, Newcastle NSW 2300. [5760]

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