

Government Gazette

OF THE STATE OF
NEW SOUTH WALES

Number 31
Friday, 28 March 2014

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OFFICIAL NOTICES

Appointments

Department of Premier and Cabinet, Sydney
26 March 2014

CONSTITUTION ACT 1902

Ministerial Arrangements during the Absence of the
Minister for Roads and Ports

PURSUANT to section 36 of the Constitution Act 1902, Her Excellency the Governor, with the advice of the Executive Council, has authorised the Honourable G. BEREJKLIAN, M.P., to act for and on behalf of the Minister for Roads and Ports for the period from 1 to 27 April 2014 inclusive.

BARRY O'FARRELL, M.P.,
Premier

SYDNEY CRICKET AND SPORTS GROUND ACT 1978

Department of Education and Communities

Appointment of Chairperson and Deputy Chairperson to
the Sydney Cricket and Sports Ground Trust

HER Excellency the Governor, with the advice of the Executive Council, pursuant to Schedule 1, Clause 8 (1) of the Sydney Cricket and Sports Ground Act 1978, has appointed Mr Anthony SHEPHERD, A.O., as Chairperson and Mr Roderick McGEOCH, A.O., as Deputy Chairperson to the Sydney Cricket and Sports Ground Trust commencing on 28 March 2014 and concluding on 13 July 2017 and 13 July 2015 respectively.

GABRIELLE UPTON, M.P.,
Minister for Sport and Recreation

Roads and Maritime Services

ROADS ACT 1993

Order - Sections 46, 48, 54 and 67

Willoughby City and North Sydney Council areas

Declaration as a Freeway of part of Warringah Freeway
between Naremburn and Cammeray

I, the Minister for Roads and Ports, pursuant to Sections 46, 48, 54 and 67 of the Roads Act, 1993, by this order -

1. dedicate as public road the land described in Schedules 1 and 2 under;
2. declare to be a main road the said public road described in Schedule 2 and the public road described in Schedule 3 under;
3. declare to be a freeway the said main road described in Schedules 2 and 3;
4. declare that access to the said freeway is restricted; and
5. specify in Schedule 4 under, the points along the freeway at which access may be gained to or from other public roads.

**HON DUNCAN GAY MLC
MINISTER FOR ROADS AND PORTS**

SCHEDULE 1

ALL those pieces or parcels of land situated in the Willoughby City and North Sydney Council areas, Parish of Willoughby and County of Cumberland shown as:

Lots 37 and 38 Deposited Plan 1192481;

Lot 26 Deposited Plan 841117;

Lots 10 and 11 Deposited Plan 833636;

Lots 35 and 36 Deposited Plan 1163716; and

Lots 121 to 126 inclusive Deposited Plan 1192624.

The above Lots are shown on RMS Plan 0651 490 AC 4002.

SCHEDULE 2

ALL those pieces or parcels of land situated in the Willoughby City and North Sydney Council areas,

Parish of Willoughby and County of Cumberland shown as:

Lots 28 and 32 Deposited Plan 1192481;

Lots 1, 2, 6, 11, 12, 13 and Lots 15 to 20 inclusive Deposited Plan 841117;

Lot 14 Deposited Plan 833636;

Lots 26, 27, 30, 31, 32 and 34 Deposited Plan 1163716;

Lot 100, Lots 102 to 105 inclusive, Lots 107, 108, 109, 117 and 120 Deposited Plan 1192624;

Lot 2 Deposited Plan 236575;

Lots 1, 20, 21, 23 and 27 Deposited Plan 975699;

Lot 2 Deposited Plan 563632;

Lots 10 to 16 inclusive and Lots 20 to 26 inclusive Section D Deposited Plan 1922;

Lots 4, 5, 24, 25, 26 and Lots 29 to 32 inclusive Section A Deposited Plan 1922;

Lots 10 to 14 inclusive and Lot 16 Deposited Plan 818140;

Lot 1 Deposited Plan 73215;

Lots A and B Deposited Plan 913626;

Lot A Deposited Plan 157301;

Lot 2 Deposited Plan 563635;

Lot 7 Deposited Plan 577050;

Lot 1 Deposited Plan 960244;

Lots 1 and 2 Deposited Plan 305076;

Lots 21 to 30 inclusive Deposited Plan 247471;

Lot 27 Deposited Plan 960242;

Lot 28 Deposited Plan 960243;

| | |
|--|---|
| Lot 2 Deposited Plan 563634; | SCHEDULE 4 |
| Lots 3 and 4 Deposited Plan 774511; | Between the points E and F; |
| Lots 1, 2 and 6 Deposited Plan 220721; | between the points G and H; |
| Lot 21 Section 11 Deposited Plan 1265; | between the points J and K; |
| Lots A and B Deposited Plan 184675; | between the points L and M; and |
| Lot 1 Deposited Plan 550664; | between the points N and P; all shown on RMS Plan 0651 490 AC 4002. |
| Lot 1 Deposited Plan 78361; | |
| Lot B Deposited Plan 411511; | (RMS Papers SF2013/15270 Pts 1-3) |
| Lot 11 Deposited Plan 85995; | |
| Lots 4 and 5 Deposited Plan 250290; | |
| Lot 1 Deposited Plan 82684; | |
| Lot 4 Deposited Plan 979335; | |
| Lot 1 Deposited Plan 177692; | |
| Lot 1 Deposited Plan 306442; | |
| Lot 1 Deposited Plan 174851; and | |
| Lot 1 Deposited Plan 165914. | |
| The above Lots are shown on RMS Plan 0651 490 AC 4002. | |

ROADS ACT 1993

Notice of Dedication of Land as Public Road at Manar
in the Palerang Council area

Roads and Maritime Services, by its delegate, dedicates the land described in the schedule below as public road under section 10 of the Roads Act 1993.

T D Craig
Manager, Compulsory Acquisition & Road Dedication
Roads and Maritime Services

SCHEDULE 3

ALL those pieces or parcels of land situated in the Willoughby City and North Sydney Council areas, Parish of Willoughby and County of Cumberland shown as:

Lot 30 Deposited Plan 850258;

Lots 29, 30 and 31 Deposited Plan 1192481;

Lots 22 and 24 Deposited Plan 841117;

Lots 25, 28, 29 and 33 Deposited Plan 1163716; and

Lots 101, 106, Lots 110 to 116 inclusive, Lots 118 and 119 Deposited Plan 1192624.

The above Lots are shown on RMS Plan 0651 490 AC 4002.

SCHEDULE

ALL those pieces or parcels of land situated in the Palerang Council area, Parish of Fairy Meadow and County of Murray, being Lot 5, 6, 7 and 8 Deposited Plan 1185994.

(RMS Papers: SF2013/093968/1; RO SF2012/056853)

Department of Trade and Investment, Regional Infrastructure and Services

MINING ACT 1992

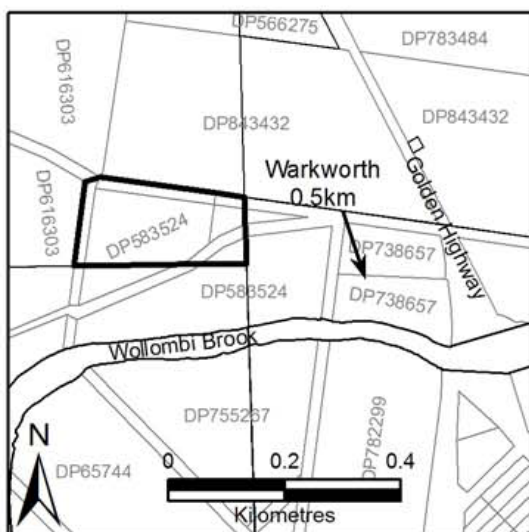
Coal Allocation – Public Exposure Test

UNITED COLLIERIES PTY LIMITED has sought consent from the Minister for Resources and Energy under section 13 (3) of the Mining Act 1992 to apply for an exploration licence for Group 9 minerals (coal) over an area of 3.5 hectares, as shown in the diagram below. The area is located approximately one kilometre north west of Warkworth. An exploration licence is being sought to allow exploration for Group 9 (Coal).

Any party that may have a legitimate interest in exploring the coal resources within this area may make a submission to the Minister. Submissions must be lodged within two weeks of the publication of this notice and provide legitimate reasons in support of the interest being claimed. Submissions must be addressed to:

The Team Leader Coal & Petroleum Titles
Trade & Investment NSW
PO Box 344
Hunter Region MC NSW 2310

Any submissions received by the required date will be considered by the Minister in deciding whether to consent to an application for an exploration licence being lodged by United Collieries Pty Limited.



MINERALS

NOTICE is given that the following application has been received:

EXPLORATION LICENCE APPLICATION

(T14-1045)

No. 5000, HILL END GOLD LIMITED (ACN 072 692 365), area of 3 units, for Group 1, dated 24 March 2014. (Orange Mining Division).

The Hon. ANTHONY ROBERTS, M.P.,
Minister for Resources and Energy

NOTICE is given that the following application has been granted:

EXPLORATION LICENCE APPLICATION

(T13-1190)

No. 4929, now Exploration Licence No. 8247, PEEL MINING LIMITED (ACN 119 343 734), County of Murchison, Map Sheet (9037), area of 8 units, for Group 1, dated 18 March 2014, for a term until 18 March 2017.

The Hon. ANTHONY ROBERTS, M.P.,
Minister for Resources and Energy

NOTICE is given that the following applications have been refused:

PETROLEUM APPLICATIONS

(T13-1410)

No. 153 lodged by GRAINGER ENERGY PTY LTD (ACN 166 675 967) over 53 blocks in the (Wagga Wagga Mining Division). Refusal took effect on 25 March 2014.

(T13-1411)

No. 154 lodged by GRAINGER ENERGY PTY LTD (ACN 166 675 967) over 139 blocks in the (Wagga Wagga Mining Division). Refusal took effect on 25 March 2014.

(T13-1412)

No. 155 lodged by GRAINGER ENERGY PTY LTD (ACN 166 675 967) over 140 blocks in the (Wagga Wagga Mining Division). Refusal took effect on 25 March 2014.

(T13-1413)

No. 156 lodged by GRAINGER ENERGY PTY LTD (ACN 166 675 967) over 140 blocks in the (Wagga Wagga Mining Division). Refusal took effect on 25 March 2014.

(T13-1414)

No. 157 lodged by GRAINGER ENERGY PTY LTD (ACN 166 675 967) over 139 blocks in the (Wagga Wagga Mining Division). Refusal took effect on 25 March 2014.

The Hon. ANTHONY ROBERTS, M.P.,
Minister for Resources and Energy

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

(14-0921)

Exploration Licence No. 6224, THOMSON RESOURCES LTD (ACN 138 358 728), area of 20 units. Application for renewal received 20 March 2014.

(T09-0175)

Exploration Licence No. 7483, MMG AUSTRALIA LIMITED (ACN 004 074 962), area of 34 units. Application for renewal received 20 March 2014.

(T09-0176)

Exploration Licence No. 7484, MMG AUSTRALIA LIMITED (ACN 004 074 962), area of 118 units. Application for renewal received 20 March 2014.

(T09-0183)

Exploration Licence No. 7485, GOLDEN CROSS OPERATIONS PTY. LTD. (ACN 050 212 827), area of 3 units. Application for renewal received 24 March 2014.

(T92-0595)

Consolidated Mining Lease No. 6 (Act 1992), PEAK GOLD MINES PTY LTD (ACN 001 533 777), area of 1303 hectares. Application for renewal received 24 March 2014.

(T00-0112)

Mining Lease No. 1483 (Act 1992), PEAK GOLD MINES PTY LTD (ACN 001 533 777), area of 47.06 hectares. Application for renewal received 24 March 2014.

The Hon. ANTHONY ROBERTS, M.P.,
Minister for Resources and Energy

RENEWAL OF CERTAIN AUTHORITIES

NOTICE is given that the following authorities have been renewed:

(06-6587)

Exploration Licence No. 2743, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), Counties of Menindee and Yancowinna, Map Sheet (7133), area of 30 units, for a further term until 6 November 2014. Renewal effective on and from 11 March 2014.

(T08-0240)

Exploration Licence No. 7320, GOLDEN CROSS OPERATIONS PTY. LTD. (ACN 050 212 827), Counties of Blaxland and Mouramba, Map Sheet (8133), area of 25 units, for a further term until 6 March 2015. Renewal effective on and from 18 March 2014.

The Hon. ANTHONY ROBERTS, M.P.,
Minister for Resources and Energy

NOTICE is given that the following applications have been received:

REQUEST FOR CANCELLATION OF AUTHORITIES

(T11-0097)

Exploration Licence No. 7963, MERRIWA WEST PTY LTD, (ACN 147 439 325), County of Bligh, area of 100 units. Application for Cancellation was received on 20 March 2014.

(T11-0105)

Exploration Licence No. 7964, BYLONG SOUTH PTY LTD, (ACN 147 440 079), County of Phillip, area of 98 units. Application for Cancellation was received on 20 March 2014.

(T13-0180)

Exploration Licence No. 8171, SANDFIRE RESOURCES NL, (ACN 105 154 185), Counties of Gipps, Forbes, area of 94 units. Application for Cancellation was received on 13 March 2014.

(T13-0179)

Exploration Licence No. 8172, SANDFIRE RESOURCES NL, (ACN 105 154 185), Counties of Gipps, Bland, Forbes, area of 80 units. Application for Cancellation was received on 13 March 2014.

The Hon. ANTHONY ROBERTS, M.P.,
Minister for Resources and Energy

CANCELLATION OF AUTHORITIES AT REQUEST OF HOLDERS

NOTICE is given that the following authorities have been cancelled:

(T13-1080)

Exploration Licence No. 8171, SANDFIRE RESOURCES NL (ACN 105 154 185), County of Forbes and County of Gipps, Map Sheet (8430, 8431), area of 94 units. Cancellation took effect on 23 March 2014.

(T13-1079)

Exploration Licence No. 8172, SANDFIRE RESOURCES NL (ACN 105 154 185), County of Bland, County of Forbes and County of Gipps, Map Sheet (8430), area of 80 units. Cancellation took effect on 23 March 2014.

The Hon. ANTHONY ROBERTS, M.P.,
Minister for Resources and Energy

NOTICE is given that the following application has been received:

WITHDRAWAL OF TRANSFER APPLICATION

06/7554

Gold Lease No. 5895 (Act 1906), Mining Leases Nos 910, 911 and 912 (Act 1973), Mining Purposes Lease No. 339 (Act 1973) and Mining Lease No. 1454 (Act 1992), Hargraves Resources NL (in liquidation) (ACN 060 052 897), to Straits Gold Pty Limited (ACN 072 498 081), County Bathurst, Map Sheet (8730-4-N), Carcoar, areas of 8.71 hectares, 22.4 hectares, 44.9 hectares, 1497 hectares, 128.4 hectares and 17.68 hectares respectively. Withdrawal application received on 2 January 2007.

The Hon. ANTHONY ROBERTS, M.P.,
Minister for Resources and Energy

EXPIRIES

(C91-0511)

Mining Purposes Lease No. 306 (Act 1973), CENTENNIAL MUNMORAH PTY LIMITED (ACN 101 508 963), Parish of Wallarah, County of Northumberland. This title expired on 25 March 2014.

(C91-0512)

Mining Purposes Lease No. 307 (Act 1973), CENTENNIAL MUNMORAH PTY LIMITED (ACN 101 508 963), Parish of Wallarah, County of Northumberland. This title expired on 25 March 2014.

(C91-0513)

Mining Purposes Lease No. 308 (Act 1973), CENTENNIAL MUNMORAH PTY LIMITED (ACN 101 508 963), Parish of Wallarah, County of Northumberland. This title expired on 25 March 2014.

(T83-1307)

Private Lands Lease No. 3856 (Act 1906), FREDERICK JOHN GRAHAM, BARBARA ANGUS LANGTON AND DARRYL MCCARTHY CONSTRUCTIONS PTY LTD (ACN 001 646 028), Parish of Booroo, County of Clive. This title expired on 21 March 2014.

The Hon. ANTHONY ROBERTS, M.P.,
Minister for Resources and Energy

PRIMARY INDUSTRIES**FISHERIES MANAGEMENT ACT 1994****FISHERIES MANAGEMENT (AQUACULTURE)
REGULATION 2012**

Clause 33 (4) – Notice of Aquaculture Lease Renewal

THE Minister has renewed the following Class 1 Aquaculture Leases:

OL67/355 within the estuary of Wapengo Lake, having an area of 5.3043 hectares to Rodney Rutter and Robert Sherlock of Tathra NSW, for a term of 15 years expiring on 17 December 2028.

AL04/022 within the estuary of Wallis Lake, having an area of 0.4123 hectares to Hamiltons Oysters Pty Ltd of Tuncurry NSW, for a term of 15 years expiring on 14 January 2029.

OL66/273 within the estuary of Wallis Lake, having an area of 0.4800 hectares to Tadeven Pty Ltd of Tuncurry NSW, for a term of 15 years expiring on 8 April 2029.

OL68/377 within the estuary of Wallis Lake, having an area of 0.6587 hectares to Tadeven Pty Ltd of Tuncurry NSW, for a term of 15 years expiring on 10 March 2029.

OL83/219 within the estuary of the Hastings River, having an area of 0.5192 hectares to Holiday Coast Oysters Pty Ltd of Port Macquarie NSW, for a term of 15 years expiring on 26 January 2029.

OL98/019 within the estuary of the Clyde River, having an area of 1.9792 hectares to Stefanos Paschalidis of Batemans Bay NSW, for a term of 15 years expiring 17 December 2028.

OL70/151 within the estuary of Merimbula Lake, having an area of 0.9338 hectares to Una Winifred Smith of Millingandi NSW, for a term of 15 years expiring on 1 December 2028.

OL68/464 within the estuary of Wapengo Lake, having an area of 1.4119 hectares to Geoffrey Hutley and Yvette Beurteaux of Wapengo NSW, for a term of 15 years expiring on 5 November 2028.

OL85/104 within the estuary of Wallis Lake, having an area of 0.1145 hectares to Clift Oysters Pty Ltd of Tuncurry NSW, for a term of 15 years expiring on 11 February 2029.

OL82/242 within the estuary of Wagonga Inlet, having an area of 0.3315 hectares to Bruce Blacka and Salvatore Campisi as Trustee for Salvatore Campisi Family Trust of Ulladulla NSW, for a term of 15 years expiring on 19 December 2028.

OL84/018 within the estuary of the Wonboyn River, having an area of 2.9149 hectares to Richard Young and Shirley Young of Wonboyn Lake NSW, for a term of 15 years expiring on 22 December 2028.

BILL TALBOT,
Director,
Aquaculture, Conservation and Marine Parks,
Fisheries Division,
NSW Department of Primary Industries

LANDS

ARMIDALE CROWN LANDS OFFICE
108 Faulkner Street (PO Box 199A), Armidale NSW 2350
Phone: (02) 6770 3100 Fax (02) 6771 5348

APPOINTMENT OF TRUST BOARD MEMBERS**ERRATUM**

IN the notification appearing in the *New South Wales Government Gazette* of 7 March 2014, Folio 898, under the heading "Appointment of Trust Board Members," for the Armidale Showground Reserve Trust, Dedication No. 510024 and Reserve No. 110029, the names listed in Column 1 is amended to read as follows:

Column 1

Suzanne Helen CONVENTRY
(new member).

Michael Raymond CHERRY
(re-appointment).

Allan John THOMAS
(re-appointment).

Robert Edwin TABER
(re-appointment).

The person for the time being
holding the office of President,
New England Antique
Machinery Club Inc.
(ex-officio member).

The person for the time being
holding the office of Mayor,
Armidale Dumaresq Council
(ex-officio member).

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

DUBBO CROWN LANDS OFFICE
45 Wingewarra Street (PO Box 1840), Dubbo NSW 2830
Phone: (02) 6883 3300 Fax: (02) 6884 2067

**NOTICE OF PURPOSE OTHER THAN THE
DECLARED PURPOSE PURSUANT
TO SECTION 34A (2) OF THE
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|--|---|
| GRAZING (RELEVANT INTEREST – Section 34A Licence 506262) | Reserve No. 31798 Public Purpose: travelling stock Notified: 24 November 1900 File Reference: 12/06698 Reserve No. 84183 Public Purpose: travelling stock Notified: 1 February 1963 File Reference: 12/06698 Reserve No. 751320 Public Purpose: future public requirements Notified: 29 June 2007 File Reference: 12/06698 |

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|---|--|
| GRAZING (RELEVANT INTEREST – Section 34A Licence – RI 523629) | Reserve No. 752570 Public Purpose: future public requirements Notified: 29 June 2007 File Reference: 13/15187 |

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|---|--|
| GRAZING (RELEVANT INTEREST – Section 34A Licence – RI 524133) | Reserve No. 94378 Public Purpose: future public requirements Notified: 13 March 1981 File Reference: 13/14712 |

GOULBURN OFFICE
159 Auburn Street, Goulburn NSW 2580
(PO Box 2215, Dangar NSW 2309)
Phone: (02) 4824 3700 Fax: (02) 4822 4287

NOTIFICATION OF CLOSING OF A ROAD

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

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

DESCRIPTION

Parish: Creewah; County: Wellesley

Land District: Bombala; LGA: Bombala Shire Council

Lots 1 and 2, DP 1140799.

File Reference: 09/10936

Note: On closing, the titles for the land in Lots 1 and 2, DP 1140799 remains vested in Bombala Shire Council as operational land.

In accordance with section 44 of the Roads Act 1993, the Crown consents to the land in Lots 1 and 2, DP 1140799 being vested in the Bombala Shire Council as operational land, to be given by the Council as compensation for other land acquired by the Council for the purposes of the Roads Act.

**NOTICE OF PURPOSE OTHER THAN THE
 DECLARED PURPOSE PURSUANT
 TO SECTION 34A (2) OF THE
 CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

SCHEDULE

Column 1

RECREATION (RELEVANT INTEREST – Section 34A Licence – RI 529258)

Column 2

Reserve No. 27827
 Public Purpose: travelling stock, camping
 Notified: 12 June 1898
 File Reference: 14/00563
 Reserve No. 130008
 Public Purpose: public recreation
 Notified: 12 December 1986
 File Reference: 14/00563

GRAFTON OFFICE
49-51 Victoria Street, Grafton NSW 2460
(PO Box 2185, Dangar NSW 2309)
Phone: 1300 886 235 Fax: (02) 6642 5375

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.

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

Description

*Parish – Dobikin; County – Jamison
 Land District – Narrabri; LGA – Narrabri*

Road Closed: Lot 1, DP 1191352.
 File No.: ME07H127

Schedule

On closing, the land within Lot 1, DP 1191352 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Courabyra; County – Wynyard
 Land District – Tumbarumba; LGA – Tumbarumba*

Road Closed: Lot 1, DP 1190445.
 File No.: 13/11174

Schedule

On closing, the land within Lot 1, DP 1190445 remains vested in the State of New South Wales as Crown land.

Description

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

Road Closed: Lot 1, DP 1189266.
 File No.: 07/3094

Schedule

On closing, the land within Lot 1, DP 1189266 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Rodham; County – Drake
 Land District – Casino; LGA – Clarence Valley*

Road Closed: Lot 1, DP 1192936.
 File No.: 13/11723

Schedule

On closing, the land within Lot 1, DP 1192936 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Yarrabandini; County – Dudley
 Land District – Kempsey; LGA – Kempsey*

Road Closed: Lot 1, DP 1192281.
 File No.: TE07H20

Schedule

On closing, the land within Lot 1, DP 1192281 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Cookardinia; County – Goulburn
 Land District – Albury; LGA – Greater Hume*

Road Closed: Lot 2, DP 1192278.
 File No.: 13/11444

Schedule

On closing, the land within Lot 2, DP 1192278 remains vested in the State of New South Wales as Crown land.

Description

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

Road Closed: Lot 1, DP 1192279.
 File No.: 07/2181

Schedule

On closing, the land within Lot 1, DP 1192279 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Kangaroo Flat; County – Vernon
 Land District – Walcha; LGA – Walcha*

Road Closed: Lot 1, DP 1192276.
 File No.: AE07H134

Schedule

On closing, the land within Lot 1, DP 1192276 remains vested in the State of New South Wales as Crown land.

APPOINTMENT OF TRUST BOARD MEMBERS

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

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> | <i>Column 3</i> |
|---|---|--|
| Vicki Louise SMITH (re-appointment) Rena WOOLBANK (new member) Elizabeth Diedre WALLACH (re-appointment) Vanessa Lee MORRIS (new member) George URBASZEK (new member) Jane Louise TIERNEY (new member) | The Channon Public Hall Reserve Trust | Reserve No. 88821 Public Purpose: public hall, public hall site Notified: 12 January 1973 Reserve No. 140076 Public Purpose: environmental protection, rural services, public recreation Notified: 31 July 1992 File Ref.: GF81R149-002 |

For a term commencing
the date of this notice and
expiring 27 March 2019.

MAITLAND OFFICE
141 Newcastle Road, East Maitland NSW 2323
(PO Box 2215, Dangar NSW 2309)
Phone: (02) 1300 886 235 Fax: (02) 4934 2252

**NOTICE OF PURPOSE OTHER THAN THE
DECLARED PURPOSE PURSUANT
TO SECTION 34A (2) OF THE
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|---|---|
| ACCESS (RELEVANT INTEREST – Section 34A Licence 531405 | Reserve No. 68 Public Purpose: Travelling stock |
| PEST ERRADICATION (RELEVANT INTEREST – Section 34A Licence 531405 | Notified: 22 March 1876 File Reference: 14/01470 |
| BUSH MANAGEMENT (RELEVANT INTEREST – Section 34A Licence 531405 | |

**NOTICE OF PURPOSE OTHER THAN THE
DECLARED PURPOSE PURSUANT
TO SECTION 34A (2) OF THE
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|---|---|
| DRAIN WATER (RELEVANT INTEREST – Section 34A Licence 531469 | Reserve No. 12348 Public Purpose: Camping & travelling stock |
| | Notified: 16 August 1890 File Reference: 14/01539 |

APPOINTMENT OF TRUST BOARD MEMBERS

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> | <i>Column 3</i> |
|--|---------------------------|--|
| Francis Justin WILLIAMS (re-appointment) William John DISNEY (re-appointment) Stanley Eric SHEPHARD (re-appointment) Gary John CLEMENT (new member) Wayne COSTELLO (re-appointment) Thomas DONOHUE (new member) | Dudley War Memorial Trust | Reserve No. 55270 Public Purpose: war memorial Notified: 7 April 1922 File Ref.: MD80R139 |
| For a term commencing the date of this notice and expiring 27 March 2019. | | |

APPOINTMENT OF TRUST BOARD MEMBERS

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> | <i>Column 3</i> |
|--------------------------------------|-----------------------------------|--|
| Stephanie Anne VAN DIJK (new member) | 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 Reference: MD06R5 |

For a term commencing the date of this notice and expiring 13 June 2018.

**NOTICE OF PURPOSE OTHER THAN THE
DECLARED PURPOSE PURSUANT
TO SECTION 34A (2) OF THE
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|--|---|
| GRAZING (RELEVANT INTEREST – Section 34A Licence – RI 522496 | Reserve No. 56146 Public Purpose: generally Notified: 11 May 1923 File Reference: 13/13812 |
| | Reserve No. 1011268 Public Purpose: future public requirements Notified: 3 February 2006 File Reference: 13/13812 |

NEWCASTLE OFFICE
437 Hunter Street, Newcastle NSW 2300
(PO Box 2215, Dangar NSW 2309)
Phone: (02) 1300 886 235 Fax: (02) 4925 3517

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.

ANDREW STONER, M.P.,
 Minister for Regional Infrastructure and Services

Description

*Parish – Murrabrine; County – Dampier
 Land District – Bega; LGA – Bega Valley*

Road Closed: Lot 1, DP 1192580.
 File No.: 11/03837

Schedule

On closing, the land within Lot 1, DP 1192580 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Ailsa; County – Brisbane
 Land District – Muswellbrook; LGA – Upper Hunter*

Road Closed: Lot 1, DP 1192870.
 File No.: 13/12689

Schedule

On closing, the land within Lot 1, DP 1192870 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Borenore; County – Wellington
 Land District – Orange; LGA – Cabonne*

Road Closed: Lot 2, DP 1189710.
 File No.: CL/00738

Schedule

On closing, the land within Lot 2, DP 1189710 remains vested in the State of New South Wales as Crown land.

Description

*Parishes – Melrose, Tongamba, Mellerstain
 County – Gregory
 Land District – Warren; LGA – Warren*

Road Closed: Lot 1, DP 1193207.
 File No.: 10/04162

Schedule

On closing, the land within Lot 1, DP 1193207 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Mullengullenga; County – Argyle
 Land District – Goulburn; LGA – Goulburn Mulwaree*

Road Closed: Lots 1-5, DP 1192601.
 File No.: 07/3569

Schedule

On closing, the land within Lots 1-5, DP 1192601 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Warrangunia; County – Roxburgh
 Land District – Rylstone; LGA – Mid Western Regional*

Road Closed: Lot 1, DP 1180544 (subject to easement created by Deposited Plan 1180544).
 File No.: CL/00850

Schedule

On closing, the land within Lot 1, DP 1180544 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Ganoo; County – Gordon
 Land District – Molong; LGA – Wellington*

Road Closed: Lot 1, DP 1192499.
 File No.: CL/00598

Schedule

On closing, the land within Lot 1, DP 1192499 remains vested in the State of New South Wales as Crown land.

Description

*Parishes – Yambla, Huon; County – Goulburn
 Land District – Albury; LGA – Greater Hume*

Road Closed: Lots 2-3, DP 1192896.
 File No.: 08/2889

Schedule

On closing, the land within Lot 2, DP 1192896 remains vested in the State of New South Wales as Crown land.

On closing, the land within Lot 3, DP 1192896. becomes vested in the State of New South Wales as Crown land.

Council's reference: W406427

Description

*Parish – Huon; County – Goulburn
 Land District – Albury; LGA – Greater Hume*

Road Closed: Lot 1, DP 1192896 (subject to easement created by Deposited Plan DP 1192896).
 File No.: 08/7857

Schedule

On closing, the land within Lot 1, DP 1192896 remains vested in the State of New South Wales as Crown land.

Description

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

Road Closed: Lot 1, DP 1192177.
File No.: 07/5876

Schedule

On closing, the land within Lot 1, DP 1192177 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Merriganowry; County – Forbes
Land District – Cowra; LGA – Cowra*

Road Closed: Lot 1, DP 1192759 (subject to right of carriageway created by Deposited Plan 1192759).
File No.: CL/00857

Schedule

On closing, the land within Lot 1, DP 1192759 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Cottee; County – Bourke
Land District – Wagga Wagga; LGA – Wagga Wagga*

Road Closed: Lot 1, DP 1189556.
File No.: WA05H224

Schedule

On closing, the land within Lot 1, DP 1189556 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Obley; County – Gordon
Land District – Molong; LGA – Cabonne*

Road Closed: Lot 1, DP 1192845.
File No.: 13/11127

Schedule

On closing, the land within Lot 1, DP 1192845 remains vested in the State of New South Wales as Crown land.

Description

*Parish – Guineacore; County – Argyle
Land District – Goulburn; LGA – Upper Lachlan Shire*

Road Closed: Lot 1, DP 1194135.
File No.: 13/14448

Schedule

On closing, the land within Lot 1, DP 1194135 remains vested in the State of New South Wales as Crown land.

Description

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

Road Closed: Lot 1, DP 1193594.
File No.: CL/00305

Schedule

On closing, the land within Lot 1, DP 1193594 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

Description

*Parish – Boggabri; County – Brisbane
Land District – Muswellbrook; LGA – Upper Hunter*

Road Closed: Lot 2, DP 1189110 (subject to easement for access created by Deposited Plan 1189110).
File No.: 10/15896

Schedule

On closing, the land within Lot 2, DP 1189110 remains vested in the State of New South Wales as Crown land.

REVOCATION OF RESERVATION OF CROWN LAND

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|---|-----------------------|
| Parish: Boggabri | The part being: |
| County: Brisbane | Lot 1, DP 1189110 |
| Land District: Muswellbrook | of an area of 0.76 ha |
| Local Government Area: Upper Hunter | |
| Locality: Merriwa | |
| Reserve No. 750913 | |
| Public Purpose: future public requirements | |
| Notified: 29 June 2007 | |
| File Reference: 10/15896 | |
| Notes: For the purpose of sale of Lot 1, DP 1189110 – closed Crown road (notified in <i>NSW Government Gazette</i> 1 May 1931) to an adjoining owner. | |

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.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

Description

*Parish – Curryall; County – Bligh
Land District – Mudgee; LGA – Upper Hunter*

Road Closed: Lots 1 and 4, DP 1181948.

File No.: 09/02383

Schedule

On closing, the land within Lots 1 and 4, DP 1181948 remains vested in the State of New South Wales as Crown land.

**REVOCATION OF RESERVATION OF
CROWN LAND**

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|---|---------------------|
| Parish: Curryall | The part being: |
| County: Bligh | Lot 3, DP 1181948 |
| Land District: Mudgee | of an area of 0.8ha |
| Local Government Area: Upper Hunter | |
| Locality: Cassilis | |
| Reserve No. 750748 | |
| Public Purpose: future public requirements | |
| Notified: 29 June 2007 | |
| File Reference: 09/02383 | |

Notes: For the purpose of sale of Lot 3, DP 1181948 – closed Crown road (notified in *NSW Government Gazette* 24 July 1970) to an adjoining owner.

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

**NOTICE OF PURPOSE OTHER THAN THE
DECLARED PURPOSE PURSUANT
TO SECTION 34A (2) OF THE
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

Column 1

JETTY (RELEVANT INTEREST – Section 34A Licence – RI 526572 File Ref 13/15935);
JETTY (RELEVANT INTEREST – Section 34A Licence – RI 526656 File Ref 13/15953);
CONCRETE RAMP, JETTY & RECLAMATION & RETAINING WALL (RELEVANT INTEREST – Section 34A Licence – RI 526692 File Ref 13/15966);
RECLAMATION & RETAINING WALL (RELEVANT INTEREST – Section 34A Licence – RI 526895 File Ref 13/16008);
DECK, RAMP & RETAINING WALL (RELEVANT INTEREST – Section 34A Licence – RI 526614 File Ref 13/15936);
RAMP, RECLAMATION & RETAINING WALL (RELEVANT INTEREST – Section 34A Licence – RI 526634 File Ref 13/15942);
JETTY (RELEVANT INTEREST – Section 34A Licence – RI 526658 File Ref 13/15956);

Column 2

Reserve No. 56146
Public Purpose: generally
Notified: 11 May 1923
Reserve No. 1011268
Public Purpose: future
public requirements
Notified: 3 February 2006

RAMP (RELEVANT INTEREST – Section 34A Licence – RI 526928 File Ref 13/16026);

CONCRETE RAMP, RECLAMATION & RETAINING WALL (RELEVANT INTEREST – Section 34A Licence – RI 526956 File Ref 13/16032);

CONCRETE RAMP & RECLAMATION (RELEVANT INTEREST – Section 34A Licence – RI 526915 File Ref 13/16019);

CONCRETE RAMP, JETTY & RECLAMATION & RETAINING WALL (RELEVANT INTEREST – Section 34A Licence – RI 526689 File Ref 13/15965);

CONCRETE RAMP, JETTY & RECLAMATION & RETAINING WALL (RELEVANT INTEREST – Section 34A Licence – RI 526673 File Ref 13/15962);

JETTY RAMP & RECLAMATION & RETAINING WALL (RELEVANT INTEREST – Section 34A Licence – RI 526674 File Ref 13/15963)

CONCRETE RAMP & RECLAMATION (RELEVANT INTEREST – Section 34A Licence – RI 526896 File Ref 13/16014)

JETTY, PONTOON & RECLAMATION (RELEVANT INTEREST – Section 34A Licence – RI 526960 File Ref 13/16042)

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

**NOTICE OF PURPOSE OTHER THAN THE
DECLARED PURPOSE PURSUANT
TO SECTION 34A (2) OF THE
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|---|---|
| STORAGE SHED & ENVIRONMENTAL PROTECTION & SUSTAINABLE GRAZING (RELEVANT INTEREST – Section 34A Licence 516098 File Ref: 13/10870) | Reserve No. 94814 Public Purpose: future public requirements Notified: 15 May 1981 File Reference: 13/10870 |

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|--|---|
| PUMP AND PIPELINE (RELEVANT INTEREST – Section 34A Licence – RI 523637) | Reserve No. 750158 Public Purpose: future public requirements Notified: 29 June 2007 File Reference: 14/00442 Reserve No. 56146 Public Purpose: generally Notified: 11 May 1923 File Reference: 14/00442 Reserve No. 1011268 Public Purpose: future public requirements Notified: 3 February 2006 File Reference: 14/00442 |

**REVOCATION OF RESERVATION OF
CROWN LAND**

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|--|--|
| Land District: Rylstone Local Government Area: Mid-Western Regional Council Locality: Dabee Reserve No. 755426 Public Purpose: Future public requirements Notified: 29 June 2007 File Reference: OE79H556 | The part being Lot 6-9, DP 1142906 Parish: Dabee, County: Phillip |

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

**ALTERATION OF CORPORATE NAME OF
RESERVE TRUST**

PURSUANT to section 92 (3) of the Crown Lands Act 1989, the corporate name of the reserve trust specified in Schedule 1 hereunder, which is trustee of the reserve referred to in Schedule 2, is altered to the corporate name specified in Schedule 3.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE 1

Jamieson Park (Pt R.71235) Reserve Trust

SCHEDULE 2

Reserve No. 71235
Public Purpose: public recreation
Notified: 16 June 1944
File Reference: 14/01619

SCHEDULE 3

Narrabeen Lagoon State Park Reserve Trust

SCHEDULE 1

Narrabeen Lagoon Reserve Trust

SCHEDULE 2

Reserve No. 1031949
Public Purpose: public recreation and coastal environmental protection
Notified: 18 March 2011
Dedication No. 500510
Public Purpose: public recreation
Notified: 1 November 1911
Dedication No. 1000488
Public Purpose: public recreation
Notified: 1 November 1911
File Reference: 14/01619

SCHEDULE 3

Narrabeen Lagoon State Park Reserve Trust

**REMOVAL FROM OFFICE OF ADMINISTRATOR
OF RESERVE TRUST**

PURSUANT to section 119 (1a) of the Crown Lands Act 1989, the Administrator specified in Schedule 1 hereunder is removed from the office of manager of the reserve trust specified in Schedule 2, which is trustee of the reserve referred to in Schedule 3.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE 1

Albert Talarico

SCHEDULE 2

Parramatta/Granville Sportsground Reserve Trust

SCHEDULE 3

Reserve No. 100217
Public Purpose: public recreation, urban services
Notified: 20 December 1991

Reserve No. 100218
Public Purpose: environmental protection
Notified: 20 December 1991

File Reference: 13/15937

SCHEDULE 1

Albert Talarico

SCHEDULE 2

Kamballa (D1002899) Reserve Trust

SCHEDULE 3

Dedication No. 1002899
Public Purpose: industrial school
Notified: 3 January 1907

File Reference: 13/15937

SCHEDULE 1

Albert Talarico

SCHEDULE 2

Observatory Hill Meteorological Building (R1002989)
Reserve Trust

SCHEDULE 3

Reserve No. 1002989
Public Purpose: Community purposes and heritage purposes
Notified: 1 December 2000

File Reference: 13/15937

SCHEDULE 1

Albert Talarico

SCHEDULE 2

Randwick Literary Institute (R1003948) Reserve Trust

SCHEDULE 3

Reserve No. 1003948
Public Purpose: community purposes
Notified: 22 November 2002

File Reference: 13/15937

SCHEDULE 1

Albert Talarico

SCHEDULE 2

State Rail Land (R1013848) Reserve Trust

SCHEDULE 3

Reserve No. 1013848
Public Purpose: public recreation, urban services
Notified: 29 June 2007

File Reference: 13/15937

SCHEDULE 1

Albert Talarico

SCHEDULE 2

Yasmar (R1011588) Reserve Trust

SCHEDULE 3

Reserve No. 1011588

Public Purpose: government purposes, community purposes

Notified: 19 May 2006

File Reference: 13/15937

SCHEDULE 1

Albert Talarico

SCHEDULE 2

Terrey Hills Sports (R1014569) Reserve Trust

SCHEDULE 3

Reserve No. 1014569

Public Purpose: public recreation, community purposes

Notified: 22 February 2008

File Reference: 13/15937

SCHEDULE 1

Albert Talarico

SCHEDULE 2

South Head Signal Station (R26) Reserve Trust

SCHEDULE 3

Reserve No. 26

Public Purpose: lighthouse, defence purposes

Notified: 10 October 1877

File Reference: 13/15937

SCHEDULE 1

Albert Talarico

SCHEDULE 2

Crown Lands Reserve Trust

SCHEDULE 3

Reserve No. 1031728

Public Purpose: Community purposes, environmental protection, government purposes, heritage purposes and public recreation

Notified: 4 March 2011

File Reference: 13/15937

**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.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

*Column 1**Column 2**Column 3*Lands
Administration
Ministerial
CorporationParramatta/
Granville
Sportsground
Reserve TrustReserve No. 100217
Public Purpose: public
recreation, urban
services
Notified: 20 December
1991
Reserve No. 100218
Public Purpose:
environmental
protection
Notified: 20 December
1991
File Reference: 13/15937

For a term commencing the date of this notice

SCHEDULE

*Column 1**Column 2**Column 3*Lands
Administration
Ministerial
CorporationKamballa
(D1002899)
Reserve TrustDedication No. 1002899
Public Purpose: industrial
school
Notified: 3 January 1907
File Reference: 13/15937

For a term commencing the date of this notice

SCHEDULE

*Column 1**Column 2**Column 3*Lands
Administration
Ministerial
CorporationObservatory
Hill
Meteorological
Building
(R1002989)
Reserve TrustReserve No. 1002989
Public Purpose:
community purposes,
heritage purposes
Notified: 1 December
2000
File Reference: 13/15937

For a term commencing the date of this notice

SCHEDULE

*Column 1**Column 2**Column 3*Lands
Administration
Ministerial
CorporationRandwick
Literary
Institute
(R1003948)
Reserve TrustReserve No. 1003948
Public Purpose:
community purposes
Notified: 22 November
2002
File Reference: 13/15937

For a term commencing the date of this notice

SCHEDULE

*Column 1**Column 2**Column 3*Lands
Administration
Ministerial
CorporationState Rail Land
(R1013848)
Reserve TrustReserve No. 1013848
Public Purpose: public
recreation, urban
services
Notified: 29 June 2007
File Reference: 13/15937

For a term commencing the date of this notice

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> | <i>Column 3</i> |
|--|---------------------------------------|---|
| Lands Ministerial Holding Corporation | Yasmar (R1011588) Reserve Trust | Reserve No. 1011588 Public Purpose: government purposes, community purposes Notified: 19 May 2006 File Reference: 13/15937 |

For a term commencing the date of this notice

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> | <i>Column 3</i> |
|---|---|---|
| Lands Administration Ministerial Corporation | Terrey Hills Sports (R1014569) Reserve Trust | Reserve No. 1014569 Public Purpose: public recreation, community purposes Notified: 22 February 2008 File Reference: 13/15937 |

For a term commencing the date of this notice

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> | <i>Column 3</i> |
|---|--|--|
| Lands Administration Ministerial Corporation | South Head Signal Station (R26) Reserve Trust | Reserve No. 26 Public Purpose: lighthouse, defence purposes Notified: 10 October 1877 File Reference: 13/15937 |

For a term commencing the date of this notice

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> | <i>Column 3</i> |
|---|------------------------------|--|
| Lands Administration Ministerial Corporation | Crown Lands Reserve Trust | Reserve No. 1031728 Public Purpose: community purposes, environmental protection, government purposes, heritage purposes and public recreation. Notified: 4 March 2011 File Reference: 13/15937 |

For a term commencing the date of this notice

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

**NOTICE OF PURPOSE OTHER THAN THE
DECLARED PURPOSE PURSUANT
TO SECTION 34A (2) OF THE
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|--|---|
| OYSTER FARMING ACTIVITIES (RELEVANT INTEREST – Section 34A Licence – RI 523039) | Reserve No. 754451 Public Purpose: future public requirements Notified: 29 June 2007 File Reference: 13/14100 Reserve No. 1012028 Public Purpose: access and public requirements, tourism purposes and environmental and heritage conservation Notified: 4 August 2006 File Reference: 13/14100 |

Notes: 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

**REVOCATION OF RESERVATION OF
CROWN LAND**

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

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|---|---|
| Land District: Walgett North Local Government Area: Walgett Shire Council Locality: Lightning Ridge Reserve No. 1024168 Public Purpose: opal mining and exploration and public access Notified: 4 December 2009 Lot 79, DP 1123923, Parish Wallangulla, County Finch Lot 103, DP 1066289, Parish Mebea, County Finch Lot 128, DP 1118679, Parish Wallangulla, County Finch Lot 1952, DP 763834, Parish Kigwigil, County Finch Lot 73, DP 1066289, Parish Mebea, County Finch Lot 3, DP 1158025, Parish Wallangulla, County Finch Lot 4, DP 1163616, Parish Wallangulla, County Finch Lot 1, DP 1167811, Parish Wallangulla, County Finch Lot 2, DP 1167811, Parish Wallangulla, County Finch Lot 433, DP 1076808, Parish Wallangulla, County Finch Lot 2, DP 1164755, Parish Wallangulla, County Finch Lot 8001, DP 1169647, Parish Wallangulla, County Finch Lot 8004, DP 1169647, Parish Wallangulla, County Finch | The part being Lot 73, DP 1066289, Parish Mebea, County Finch of an area of 2500m ² |

Lot 2, DP 1153975,
Parish Wallangulla,
County Finch
Lot 1, DP 1145840,
Parish Blackwood,
County Finch
File Reference: 12/07088

Note: Upon revocation Lot 73, DP 1066289 will remain Crown land and be granted Western Lands Lease 15175.

**NOTICE OF PURPOSE OTHER THAN THE
DECLARED PURPOSE PURSUANT
TO SECTION 34A (2) OF THE
CROWN LANDS ACT 1989**

PURSUANT to section 34A (2) (b) of the Crown Lands Act 1989, the Crown reserve with the declared public purpose specified in Column 2 of the Schedule, is to be used or occupied for a purpose other than the declared purpose specified in Column 1 of the Schedule.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

SCHEDULE

| <i>Column 1</i> | <i>Column 2</i> |
|--|--|
| RECREATION (RELEVANT INTEREST – Section 34A Licence – RI 532028) | Reserve No. 73305 Public Purpose: travelling stock Notified: 5 September 1952 File Reference: 14/01992 |

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 1 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 Department of Trade & Investment, Crown Lands by the due date.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure & Services

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

| WLL No. | Name of Lessee | File No. | Folio identifier | Area m ² | Term of Lease | |
|---------|---------------------|----------|------------------|---------------------|---------------|---------------|
| | | | | | From | To |
| 15208 | Eric Roland BAGULEY | 14/00535 | 17/1063047 | 2392 | 17 March 2014 | 16 March 2034 |

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 Lease of the land specified has been granted to the undermentioned persons.

The lease is subject to the provisions of the Western Lands Act 1901 and the Regulations thereunder and to the special conditions, provisions, exceptions, covenants and reservations set out hereunder.

The land is to be used only for the purpose for which the lease is granted.

All amounts due and payable to the Crown must be paid to the Department of Trade & Investment, Crown Lands by the due date.

ANDREW STONER, M.P.,
Minister for Regional Infrastructure and Services

*Administrative District – Balranald; Shire – Balranald
Parish – Tooralboun; County – Waljeers*

Western lands Lease 15197 was granted to Tupra Estates Pty. Ltd. comprising Lot 36, DP 756657; Lot 45, DP 756657; Lot 629, DP 761661; Lot 701, DP 761778; Lot 1476, DP 763254; Lot 3050, DP 765245 and Lot 3052, DP 765247 (folio identifiers 36/756657, 45/756657, 629/761661, 701/761778, 1476/763254, 3050/765245 and 3052/765247) of 580 hectares at Oxley, for the purpose of "Grazing" for a term of 40 years commencing 1 July 2013 and expiring 30 June 2053.

Papers: 13/11247

CONDITIONS AND RESERVATIONS ATTACHED TO WESTERN LANDS LEASE 15197

- (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 Trade and Investment 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 must be used only for the purpose of Grazing.
- (12) The lessee must maintain and keep in reasonable repair all improvements on the land leased during the currency of the lease and must 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) 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.
- (14) 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.
- (15) Upon termination or forfeiture of the lease the Commissioner may direct that the former lessee 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 must leave the land in a clean and tidy condition free from rubbish and debris.
- (16) The lessee must, 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.
- (17) The lessee must not obstruct or interfere with any reserves, roads, or tracks, or the use thereof by any person.
- (18) The lessee must erect gates on roads within the land leased when and where directed by the Commissioner for public use and must maintain those gates together with approaches thereto in good order to the satisfaction of the Commissioner.
- (19) The right is reserved to the public of access from a river or creek to the bank of that river or creek adjoining the land leased and the lessee shall not obstruct access along the bank, river or creek to any member of the public.
- (20) Any part of a reserve for travelling stock, camping or water supply within the land leased must, during the whole currency of the lease, be open to the use of bona fide travellers, travelling stock, teamsters and carriers without interference or annoyance by the lessee and the lessee must post in a conspicuous place on the reserve a notice board indicating for public information the purpose of such reserve and, in fencing the land leased, the lessee must provide gates and other facilities for the entrance and exit of travelling stock, teamsters and others. The notice board, gates and facilities must be erected and maintained to the satisfaction of the Commissioner. The lessee must not overstock, wholly or in part, the areas leased within the reserve, the decision as to overstocking resting with the Commissioner.
- (21) The Crown shall not be responsible to the lessee or the lessee's successors in title for provision of access to the land leased.
- (22) The lessee shall comply with requirements of section 18DA of the Western Lands Act 1901 which provides that except in circumstances referred to in subsection (3) of that section, cultivation of the land leased or occupied may not be carried out unless the written consent of the Authority has first been obtained and any condition to which the consent is subject under sub section (6) is complied with.
- (23) 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.
- (24) The lessee must, as the Commissioner may from time to time direct, foster and cultivate on the land leased such edible shrubs and plants as the Commissioner may consider can be advantageously and successfully cultivated.
- (25) Whenever so directed by the Commissioner, the lessee must, on such part or parts of the land leased as shall be specified in the direction, carry out agricultural practices, or refrain from agricultural practices, of such types and for such periods as the Commissioner may in the direction specify.
- (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 shall 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 reseeding 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 furnish such returns and statements as the Commissioner may from time to time require on any matter connected with the land leased or any other land (whether within or outside the Western Division) in which the lessee has an interest.
- (29) The lessee must, within such time as may be specified by the Commissioner take such steps and measures as the Commissioner shall 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 in the Gazette and must keep the

land free of such vermin and noxious animals and weeds during the currency of the lease to the satisfaction of the Commissioner.

- (30) 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 a State forest, unless the lessee or the person is the 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 lessee.
- (31) If the lessee is an Australian registered company then the following conditions shall apply:
- I The Lessee will advise the Commissioner of the name, address and telephone number 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 shall 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 shall 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.
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Other Notices

APPRENTICESHIP AND TRAINEESHIP ACT 2001

NOTICE is given that the Commissioner for Vocational Training under section 5 of the Apprenticeship and Traineeship Act 2001 has established the following traineeship vocation:

- Aviation – Aerodrome Operations

The Order specifies a number of matters relating to the required training for the vocation including the terms of apprenticeship, probationary periods and qualifications to be undertaken.

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

Copies of the Order may be inspected at any State Training Services Regional office of the Department of Education and Communities or on the internet at:

https://www.training.nsw.gov.au/cib_vto/cibs/cib_616.html

CHARITABLE TRUSTS ACT 1993

Notice under Section 15

Proposed Cy-Près Scheme Relating to
the Estate of the Late Jean Coleman

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

By her will dated 11 June 1981 Ms Jean Coleman of Our Lady of Loreto Nursing Home, 167 Albert Road, Strathfield, bequeathed her restate to the Our Lady of Loreto Nursing Home for its general purposes. The Our Lady of Loreto Nursing Home in Strathfield closed in 1999. Ms Coleman died in 2001.

The value of the estate is approximately \$15,990. The gift in the will is one for charitable purposes, being one for the relief of the aged and also displaying a general charitable intention.

The executor named in the will could not be located, so the Society of St Vincent de Paul (NSW) ('the Society'), which owned the Our Lady of Loreto Nursing Home, indicated that it would apply to become administrator and trustee of the estate. However the Society's application for letters of administration with the will annexed was rejected as the NSW Trustee and Guardian (NSWTAG) elected to be appointed as executor of the estate.

The NSWTAG has applied to the Attorney General for the establishment of a scheme under section 12 of the Charitable Trusts Act 1993 such that the property be held on trust by VincentCare Victoria to be applied, cy-près, for the purposes of one or more of the following institutions:

- 1) Bailly House, 68-72 Chapman Street, North Melbourne
- 2) May Noonan Hostel, 3 Foley Street, Terang
- 3) O'Mara House, 15 Hunter Road, Traralgon
- 4) St Anne's Hostel, 125-135 Kenney Street, West Meadows
- 5) St Vincent de Paul Nursing Home, 110 Albion Road, Box Hill

- 6) Vincepaul Hostel, 13-25 Strabane Avenue, Mont Albert North
- 7) Vincentian Village, 12-14 Beulah Street, Hamlyn Heights.

The Solicitor General, as delegate of the Attorney General in Charitable Trusts Act 1993 matters, has determined that this is an appropriate matter in which the Attorney General should approve a cy-près scheme under section 12 (1) (a) of the Charitable Trusts Act 1993. The scheme would permit the trust property to be applied cy-près and in equal shares, to the bodies listed above.

Take note that within one month after the publication of this notice any person may make representations or suggestions to the Attorney General in respect of the proposed scheme. Representations should be made to the Director, Justice Legal, NSW Department of Attorney General and Justice, GPO Box 6, Sydney NSW 2001.

Dated: 20 March 2014.

ANDREW CAPPIE-WOOD,
Secretary,
NSW Department of Attorney General and Justice

DISTRICT COURT ACT 1973

District Court of New South Wales

Direction

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

| | | |
|---------------|---------|---|
| East Maitland | 10.00am | 17 November 2014 (1 week) Sittings Cancelled |
| East Maitland | 10.00am | 16 February 2015 (1 week) Sittings Cancelled |

Dated this 21st day of March 2014.

R. O. BLANCH,
Chief Judge

ELECTRICITY GENERATOR ASSETS (AUTHORISED TRANSACTIONS) ACT 2012

LAND ACQUISITION (JUST TERMS
COMPENSATION) ACT 1991

Notice of Compulsory Acquisition of Land
for Purposes of the Act

THE Electricity Assets Ministerial Holding Corporation, with the approval of Her Excellency the Governor, declares that the easements described in the schedule below are acquired by compulsory process under the provisions of the Land Acquisition (Just Terms Compensation) Act 1991 for the purposes of the Electricity Generator Assets (Authorised Transactions) Act 2012.

Dated at Sydney, this 24th day of March 2014.

MICHAEL BAIRD,
Treasurer for
Electricity Assets Ministerial Holding Corporation

SCHEDULE
Easements only

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 25 in Deposited Plan 752472, described as part of Auto Consol 8665-80:

- (a) shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747, and
- (b) shown as "Proposed Easement for access variable width" designated "(D)" on Deposited Plan 1191747.

The terms and conditions of these easements are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 1 in Deposited Plan 133380, described as part of Auto Consol 8665-80, shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 12 in Deposited Plan 752472, described as part of Auto Consol 8665-80:

- (a) shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747, and
- (b) shown as "Proposed Easement for access variable width" designated "(D)" on Deposited Plan 1191747.

The terms and conditions of these easements are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 26 in Deposited Plan 752472, described as part of Auto Consol 8665-80, shown as "Proposed Easement for access variable width" designated "(D)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 37 in Deposited Plan 752472, described as part of Auto Consol 8665-80:

- (a) shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747, and

- (b) shown as "Proposed Easement for access variable width" designated "(D)" on Deposited Plan 1191747, and

- (c) shown as "Proposed Easement for flooding variable width" designated "(F)" on Deposited Plan 1191747, and

- (d) shown as "Proposed Easement to drain water variable width" designated "(G)" on Deposited Plan 1191747 (and vide Deposited Plan 847376).

The terms and conditions of these easements are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 4 in Deposited Plan 133380, described as part of Auto Consol 8665-80, shown as "Proposed Easement for access variable width" designated "(D)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 3 in Deposited Plan 133380, described as part of Auto Consol 8665-80, shown as "Proposed Easement for access variable width" designated "(D)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 39 in Deposited Plan 752472, described as part of Auto Consol 8665-80:

- (a) shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747, and

- (b) shown as "Proposed Easement for flooding variable width" designated "(F)" on Deposited Plan 1191747.

The terms and conditions of these easements are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 3 in Deposited Plan 750958, described as part of Auto Consol 8665-80:

- (a) shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747, and

- (b) shown as "Proposed Easement for access variable width" designated "(D)" on Deposited Plan 1191747.

The terms and conditions of these easements are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 1 in Deposited Plan 750958, described as part of Auto Consol 8665-80:

- (a) shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747, and
- (b) shown as "Proposed Easement for access variable width" designated "(D)" on Deposited Plan 1191747.

The terms and conditions of these easements are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 77 in Deposited Plan 752742, described as part of Auto Consol 8665-80, shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 2 in Deposited Plan 750958, described as part of Auto Consol 8665-80, shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 2 in Deposited Plan 750958, described as part of Auto Consol 8665-80, shown as "Proposed Easement for water pipeline and access variable width" designated "E" on Deposited Plan 643668.

The terms and conditions of this easement are as follows:

1. The body having the benefit of this easement may at its expense:
 - (a) construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the site of this easement upon or at such depths or levels below the surface as the body having the benefit of this easement, acting reasonably thinks fit such pipelines, mains, distributory, reticulating and other works (including pits tanks and support bridges) with fittings and appurtenances ("works") as in its opinion may be reasonably required for water supply purposes and to control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use such works as are already constructed, laid down or made in upon or above the site of this easement (the ownership

of which the owner of the lot burdened acknowledges is vested in the body having the benefit of this easement) and to cause water to flow through and along such works and to take up any such works and substitute in lieu of those works any new works and with the right of support at all times of all such works as shall for the time being in or upon the site of this easement; and in the exercise of these rights and powers the body having the benefit of this easement will ensure that the pipelines and associated infrastructure are substantially of the same type, capacity and diameter as existing in the site of this easement as at the date of this easement, and

- (b) remove, lop, cut or trim any vegetation or growth which may overhang, encroach or be in or on the site of this easement and which may or may likely interfere with any right or power of the body having the benefit of this easement, and
 - (c) do anything reasonably necessary for the purpose of exercising its rights under this easement, including:
 - entering the lot burdened, and
 - taking anything including vehicles on to the lot burdened,
 but only in the vicinity of the site of this easement, and for a reasonable period and to the extent reasonably required to exercise the rights under this easement, and
 - make and sink excavations, shafts and cuttings in and through the site of this easement, provided they do not interfere with any aquifers.
2. In exercising those powers, the body having the benefit of this easement:
 - (a) must carry out works at all reasonable times and with reasonable prior notice to the owner and any occupier of the lot burdened, and
 - (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government's self-managed insurance fund (TMF) or is self-insured for workers compensation, and
 - (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
 - (d) must cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (f) must restore the lot burdened as nearly as is practicable to its former condition, and
 - (g) must make good any collateral damage, and

- (h) must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority, and
- (i) must comply with all water licence conditions, laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority applying in relation to:
- i. the site of this easement;
 - ii. exercising the rights and complying with the obligations under this easement; and/or
 - iii. any water use or supply, and
- (j) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.
3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights under this easement. All insurance policies must be effected with a reputable insurer for an amount being not less than \$20,000,000 (in respect of public liability insurance) or such other amount as is reasonably required by the owner of the lot burdened from time to time, and must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.
4. The body having the benefit of this easement must, at its own expense, maintain the site of this easement, including the works, in good condition and repair to the reasonable satisfaction of the owner of the lot burdened.
5. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened ("those indemnified") from and against:
- all costs, charges and expenses that those indemnified may incur in respect of any breach of the terms of easement by the body having the benefit of this easement and any persons authorised by that body, and
 - all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect loss to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
 - the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
 - any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and
 provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified. For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
6. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body's employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
7. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement however should this easement be released, cancelled or extinguished the body having the benefit of this easement will, at its cost, promptly remove all works situated at or aboveground including all aboveground pipes and associated equipment, surge tanks and towers from the site of this easement (unless otherwise notified, and then only to the extent required, by the owner of the lot burdened)."
- All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 129 in Deposited Plan 750958, described as part of Auto Consol 8665-80, shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747.
- The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374255.
- All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 71 in Deposited Plan 752472 described as part of Auto Consol 8665-80, shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 71 in Deposited Plan 752472, described as part of Auto Consol 8665-80, shown as "Proposed Easement for water pipeline and access variable width" designated "E" on Deposited Plan 643668.

The terms and conditions of this easement are as follows:

"1. The body having the benefit of this easement may at its expense:

- (a) construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the site of this easement upon or at such depths or levels below the surface as the body having the benefit of this easement, acting reasonably thinks fit such pipelines, mains, distributory, reticulating and other works (including pits tanks and support bridges) with fittings and appurtenances ("works") as in its opinion may be reasonably required for water supply purposes and to control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use such works as are already constructed, laid down or made in upon or above the site of this easement (the ownership of which the owner of the lot burdened acknowledges is vested in the body having the benefit of this easement) and to cause water to flow through and along such works and to take up any such works and substitute in lieu of those works any new works and with the right of support at all times of all such works as shall for the time being in or upon the site of this easement; and in the exercise of these rights and powers the body having the benefit of this easement will ensure that the pipelines and associated infrastructure are substantially of the same type, capacity and diameter as existing in the site of this easement as at the date of this easement, and
- (b) remove, lop, cut or trim any vegetation or growth which may overhang, encroach or be in or on the site of this easement and which may or may likely interfere with any right or power of the body having the benefit of this easement, and
- (c) do anything reasonably necessary for the purpose of exercising its rights under this easement, including:
 - entering the lot burdened, and
 - taking anything including vehicles on to the lot burdened,
 but only in the vicinity of the site of this easement, and for a reasonable period and to the extent reasonably required to exercise the rights under this easement, and
 - make and sink excavations, shafts and cuttings in and through the site of this easement, provided they do not interfere with any aquifers.

2. In exercising those powers, the body having the benefit of this easement:
 - (a) must carry out works at all reasonable times and with reasonable prior notice to the owner and any occupier of the lot burdened, and
 - (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government's self-managed insurance fund (TMF) or is self-insured for workers compensation, and
 - (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
 - (d) must cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (f) must restore the lot burdened as nearly as is practicable to its former condition, and
 - (g) must make good any collateral damage, and
 - (h) must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority, and
 - (i) must comply with all water licence conditions, laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority applying in relation to:
 - i. the site of this easement;
 - ii. exercising the rights and complying with the obligations under this easement; and/ or
 - iii. any water use or supply, and
 - (j) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.
3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights under this easement. All insurance policies must be effected with a reputable insurer for an amount

being not less than \$20,000,000 (in respect of public liability insurance) or such other amount as is reasonably required by the owner of the lot burdened from time to time, and must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.

4. The body having the benefit of this easement must, at its own expense, maintain the site of this easement, including the works, in good condition and repair to the reasonable satisfaction of the owner of the lot burdened.
5. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened ("those indemnified") from and against:
 - all costs, charges and expenses that those indemnified may incur in respect of any breach of the terms of easement by the body having the benefit of this easement and any persons authorised by that body, and
 - all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect loss to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
 - the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
 - any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and

provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
6. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body's employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
7. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this

easement however should this easement be released, cancelled or extinguished the body having the benefit of this easement will, at its cost, promptly remove all works situated at or aboveground including all aboveground pipes and associated equipment, surge tanks and towers from the site of this easement (unless otherwise notified, and then only to the extent required, by the owner of the lot burdened)."

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 13 in Deposited Plan 750958, described as part of Auto Consol 8665-80, shown as "Proposed Easement for drainage of water variable width" designated "(B)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that piece or parcel of land situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Parish of Mamaran, the County of Durham and the Local Government Area of Upper Hunter being part of the land comprised in Lot 13 in Deposited Plan 750958, described as part of Auto Consol 8665-80:

- (a) shown as "Proposed Easement for water pipeline and access variable width" designated "E" on Deposited Plan 643668, and
- (b) shown as "Proposed Easement in stratum for tunnel 25 metres wide on Deposited Plan 642724.

The terms and conditions of these easements are as follows:

- "1. The body having the benefit of this easement may at its expense:
 - (a) construct, lay down, make, control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use in and through the site of this easement upon or at such depths or levels below the surface as the body having the benefit of this easement, acting reasonably thinks fit such pipelines, mains, distributory, reticulating and other works (including pits tanks and support bridges) with fittings and appurtenances ("works") as in its opinion may be reasonably required for water supply purposes and to control, examine, supervise, manage, relay, renew, cleanse, repair, maintain, operate and use such works as are already constructed, laid down or made in upon or above the site of this easement (the ownership of which the owner of the lot burdened acknowledges is vested in the body having the benefit of this easement) and to cause water to flow through and along such works and to take up any such works and substitute in lieu of those works any new works and with the right of support at all times of all such works as shall for the time being in or upon the site of this easement; and in the exercise of these rights and powers the body having the benefit of this easement will ensure that the pipelines and associated infrastructure are substantially of the same type, capacity and diameter as

- existing in the site of this easement as at the date of this easement, and
- (b) remove, lop, cut or trim any vegetation or growth which may overhang, encroach or be in or on the site of this easement and which may or may likely interfere with any right or power of the body having the benefit of this easement, and
 - (c) do anything reasonably necessary for the purpose of exercising its rights under this easement, including:
 - entering the lot burdened, and
 - taking anything including vehicles on to the lot burdened,
 but only in the vicinity of the site of this easement, and for a reasonable period and to the extent reasonably required to exercise the rights under this easement, and
 - make and sink excavations, shafts and cuttings in and through the site of this easement, provided they do not interfere with any aquifers.
2. In exercising those powers, the body having the benefit of this easement:
- (a) must carry out works at all reasonable times and with reasonable prior notice to the owner and any occupier of the lot burdened, and
 - (b) must provide evidence of workers compensation insurance to the owner of the lot burdened prior to undertaking any works provided that this clause will not apply where the body having the benefit of this easement is covered by the NSW Government's self-managed insurance fund (TMF) or is self-insured for workers compensation, and
 - (c) must ensure all work is done in a proper and workmanlike manner and in compliance with all laws, rules, regulations, ordinances, by-laws, applicable standards and requirements of any authority, and
 - (d) must cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (e) must cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (f) must restore the lot burdened as nearly as is practicable to its former condition, and
 - (g) must make good any collateral damage, and
 - (h) must not cause the owner, occupier and any user of the lot burdened to be in breach of any laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority, and
 - (i) must comply with all water licence conditions, laws, rules, regulations, ordinances, by-laws, applicable standards or requirements of any authority applying in relation to:
 - i. the site of this easement;
 - ii. exercising the rights and complying with the obligations under this easement; and/or
 - iii. any water use or supply, and
- (j) does so at its own risk and releases the owner, occupier and any user of the lot burdened from all costs, claims, demands and liabilities of any kind which may arise from or in connection with any incident or damage to the property or loss, injury or death to any person on, or in the vicinity of, or entering upon, or using, the lot burdened to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body.
3. The body having the benefit of this easement must, at its own expense, effect and maintain an insurance policy against all usual and foreseeable risks against third party liability including personal injury and property damage which may arise from the use of the site of this easement or from the body having the benefit of this easement exercising its rights under this easement. All insurance policies must be effected with a reputable insurer for an amount being not less than \$20,000,000 (in respect of public liability insurance) or such other amount as is reasonably required by the owner of the lot burdened from time to time, and must note the interest of the owner of the lot burdened. The body having the benefit of this easement must provide to the owner of the lot burdened (as and when requested) evidence of the currency of the insurance policies provided that this clause will not apply where the body having the benefit of this easement is covered by the TMF.
 4. The body having the benefit of this easement must, at its own expense, maintain the site of this easement, including the works, in good condition and repair to the reasonable satisfaction of the owner of the lot burdened.
 5. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened ("those indemnified") from and against:
 - all costs, charges and expenses that those indemnified may incur in respect of any breach of the terms of easement by the body having the benefit of this easement and any persons authorised by that body, and
 - all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect loss to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement or the exercise of the rights under this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
 - the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
 - any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be

authorised or compelled to do by the terms and conditions of this easement, and

provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.

6. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body's employees, officers, agents, contractors and licensees, and the body having the benefit of this easement must procure any such party to comply with the provisions of this easement.
7. The person empowered to vary or modify this easement is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement however should this easement be released, cancelled or extinguished the body having the benefit of this easement will, at its cost, promptly remove all works situated at or aboveground including all aboveground pipes and associated equipment, surge tanks and towers from the site of this easement (unless otherwise notified, and then only to the extent required, by the owner of the lot burdened)."

All that piece or parcel of land situated at Glenrock in the Parish of Campbell, the County of Hawes and the Local Government Area of Upper Hunter being part of the land comprised in Lot 8 in Deposited Plan 753693, described as Folio Identifier 8/753693, shown as "Proposed Easement for access 10 wide" on Deposited Plan 642725.

The terms and conditions of this easement are as follows:

- "1. The body having the benefit of this easement may:
 - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
 - (b) do anything reasonably necessary for passing across each such lot, including:
 - entering the lot burdened, and
 - taking anything including vehicles on to the lot burdened, and
 - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures provided the body having the benefit of this easement has given the owner of the lot burdened 10 business days' notice of such work.
2. In exercising those powers, the body having the benefit of this easement must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and

- (d) expeditiously and in a proper and workmanlike manner, restore the lot burdened as nearly as is practicable to its former condition, and
- (e) expeditiously and in a proper and workmanlike manner, make good any collateral damage, and
- (f) not interfere with stock on the lot burdened, and
- (g) leave gates on the site of the easement as found, whether open or shut, and
- (h) take reasonable precautions against fire.

3. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees, agents and contractors ("those indemnified") from and against:
 - all costs, charges and expenses that those indemnified may incur in respect of any breach of the terms of easement by the body having the benefit of this easement and any persons authorised by that body, and
 - all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect loss to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
 - the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
 - any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and

provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.

4. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body's employees, officers, agents, contractors and licensees.
5. The person empowered to vary or modify this right of access is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement."

All that piece or parcel of land in the Parish of Curricabark, the County of Hawes and the Local Government Area of Upper Hunter being part of the land comprised in Lot 71 in Deposited Plan 753693, described as Folio Identifier 71/753693, shown as "Proposed Easement for access 10 wide and variable" on Deposited Plan 642728.

The terms and conditions of this easement are as follows:

- “1. The body having the benefit of this easement may:
 - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
 - (b) do anything reasonably necessary for passing across each such lot, including:
 - entering the lot burdened, and
 - taking anything including vehicles on to the lot burdened, and
 - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures provided the body having the benefit of this easement has given the owner of the lot burdened 10 business days’ notice of such work.
2. In exercising those powers, the body having the benefit of this easement must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) expeditiously and in a proper and workmanlike manner, restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) expeditiously and in a proper and workmanlike manner, make good any collateral damage, and
 - (f) not interfere with stock on the lot burdened, and
 - (g) leave gates on the site of the easement as found, whether open or shut, and
 - (h) take reasonable precautions against fire.
3. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees, agents and contractors (“those indemnified”) from and against:
 - all costs, charges and expenses that those indemnified may incur in respect of any breach of the terms of easement by the body having the benefit of this easement and any persons authorised by that body, and
 - all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect loss to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
 - the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
 - any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be

authorised or compelled to do by the terms and conditions of this easement, and

provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.

4. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body’s employees, officers, agents, contractors and licensees.
5. The person empowered to vary or modify this right of access is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement.”

All that piece or parcel of land situated at Glenrock in the Parish of Campbell, the County of Hawes and the Local Government Area of Upper Hunter being part of the land comprised in Lot 9 in Deposited Plan 753687, described as part of Auto Consol 4222-65, shown as “Proposed Easement for access 10 wide and variable” on Deposited Plan 642727.

The terms and conditions of this easement are as follows:

- “1. The body having the benefit of this easement may:
 - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
 - (b) do anything reasonably necessary for passing across each such lot, including:
 - entering the lot burdened, and
 - taking anything including vehicles on to the lot burdened, and
 - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures provided the body having the benefit of this easement has given the owner of the lot burdened 10 business days’ notice of such work.
2. In exercising those powers, the body having the benefit of this easement must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) expeditiously and in a proper and workmanlike manner, restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) expeditiously and in a proper and workmanlike manner, make good any collateral damage, and
 - (f) not interfere with stock on the lot burdened, and
 - (g) leave gates on the site of the easement as found, whether open or shut, and
 - (h) take reasonable precautions against fire.

3. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees, agents and contractors ("those indemnified") from and against:
 - all costs, charges and expenses that those indemnified may incur in respect of any breach of the terms of easement by the body having the benefit of this easement and any persons authorised by that body, and
 - all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect loss to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
 - the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
 - any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and

provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
4. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body's employees, officers, agents, contractors and licensees.
5. The person empowered to vary or modify this right of access is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement."

All that piece or parcel of land in the Parish of Campbell, the County of Hawes and the Local Government Area of Upper Hunter being part of the land comprised in Lot 53 in Deposited Plan 753687, described as Folio Identifier 53/753687, shown as "Proposed Easement for access 10 wide" on Deposited Plan 643669.

The terms and conditions of this easement are as follows:

- "1. The body having the benefit of this easement may:
 - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
 - (b) do anything reasonably necessary for passing across each such lot, including:
 - entering the lot burdened, and
 - taking anything including vehicles on to the lot burdened, and
- carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures provided the body having the benefit of this easement has given the owner of the lot burdened 10 business days' notice of such work.
2. In exercising those powers, the body having the benefit of this easement must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) expeditiously and in a proper and workmanlike manner, restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) expeditiously and in a proper and workmanlike manner, make good any collateral damage, and
 - (f) not interfere with stock on the lot burdened, and
 - (g) leave gates on the site of the easement as found, whether open or shut, and
 - (h) take reasonable precautions against fire.
3. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees, agents and contractors ("those indemnified") from and against:
 - all costs, charges and expenses that those indemnified may incur in respect of any breach of the terms of easement by the body having the benefit of this easement and any persons authorised by that body, and
 - all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect loss to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
 - the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
 - any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and

provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
4. The rights granted to the body having the benefit of this easement extend to and for the benefit of

any persons authorised by that body including the body's employees, officers, agents, contractors and licensees.

5. The person empowered to vary or modify this right of access is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement."

All that piece or parcel of land in the Parish of Campbell, the County of Hawes and the Local Government Area of Upper Hunter being part of the land comprised in Lot 58 in Deposited Plan 753687, described as Folio Identifier 58/753687, shown as "Proposed Easement for access 10 wide" on Deposited Plan 643666.

The terms and conditions of this easement are as follows:

- "1. The body having the benefit of this easement may:
 - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
 - (b) do anything reasonably necessary for passing across each such lot, including:
 - entering the lot burdened, and
 - taking anything including vehicles on to the lot burdened, and
 - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures provided the body having the benefit of this easement has given the owner of the lot burdened 10 business days' notice of such work.
2. In exercising those powers, the body having the benefit of this easement must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) expeditiously and in a proper and workmanlike manner, restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) expeditiously and in a proper and workmanlike manner, make good any collateral damage, and
 - (f) not interfere with stock on the lot burdened, and
 - (g) leave gates on the site of the easement as found, whether open or shut, and
 - (h) take reasonable precautions against fire.
3. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees, agents and contractors ("those indemnified") from and against:
 - all costs, charges and expenses that those indemnified may incur in respect of any breach of the terms of easement by the body having the benefit of this easement and any persons authorised by that body, and
 - all actions, suits, claims and demands of whatsoever nature that may be brought against

those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect loss to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement by the body having the benefit of this easement and any persons authorised by that body despite that:

- the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
- any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and

provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.

For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.

4. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body's employees, officers, agents, contractors and licensees.
5. The person empowered to vary or modify this right of access is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement."

All that piece or parcel of land in the Parish of Campbell, the County of Hawes and the Local Government Area of Upper Hunter being part of the land comprised in Lot 64 in Deposited Plan 753687, described as Folio Identifier 64/753687, shown as "Proposed Easement for access 30 wide" designated "(G)" on Deposited Plan 642570.

The terms and conditions of this easement are as follows:

- "1. The body having the benefit of this easement may:
 - (a) by any reasonable means pass across each lot burdened, but only within the site of this easement,
 - (b) do anything reasonably necessary for passing across each such lot, including:
 - entering the lot burdened, and
 - taking anything including vehicles on to the lot burdened, and
 - carrying out work within the site of this easement, such as constructing, placing, repairing or maintaining trafficable surfaces or structures provided the body having the benefit of this easement has given the owner of the lot burdened 10 business days' notice of such work.
2. In exercising those powers, the body having the benefit of this easement must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner of the lot burdened, and

- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) expeditiously and in a proper and workmanlike manner, restore the lot burdened as nearly as is practicable to its former condition, and
- (e) expeditiously and in a proper and workmanlike manner, make good any collateral damage, and
- (f) not interfere with stock on the lot burdened, and
- (g) leave gates on the site of the easement as found, whether open or shut, and
- (h) take reasonable precautions against fire.
3. Subject to the operation of any relevant statute, the body having the benefit of this easement must indemnify and keep indemnified the owner of the lot burdened and its employees, agents and contractors ("those indemnified") from and against:
- all costs, charges and expenses that those indemnified may incur in respect of any breach of the terms of easement by the body having the benefit of this easement and any persons authorised by that body, and
 - all actions, suits, claims and demands of whatsoever nature that may be brought against those indemnified and all costs, charges and expenses that those indemnified may incur in respect of any accident, injury and death and/or damage or loss including indirect loss to any person or property, to the extent that they are contributed to or caused by the use and occupation of the site of this easement by the body having the benefit of this easement and any persons authorised by that body despite that:
 - the terms and conditions of this easement have in all respects been observed by the body having the benefit of this easement, or
 - any such accident, injury and/or damage or loss arises from any act or thing that the body having the benefit of this easement may be authorised or compelled to do by the terms and conditions of this easement, and
- provided however that this indemnity will not be deemed to cover any action, suit, claim, demand, costs, charge or expense to the extent arising from negligence on the part of any of those indemnified.
- For the avoidance of doubt, this clause does not operate to restrict the rights of those indemnified to seek damages at common law or in equity.
4. The rights granted to the body having the benefit of this easement extend to and for the benefit of any persons authorised by that body including the body's employees, officers, agents, contractors and licensees.
5. The person empowered to vary or modify this right of access is the body having the benefit of this easement with the consent of the owner of the lot burdened. The person empowered to release this easement is the body having the benefit of this easement."

All that part of the public road located within Lot 3 in DP 750958, Lot 39 in DP 752472 and Lot 37 in DP 752472 situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Local Government Area of Upper Hunter:

(a) shown as "Proposed Easement for Drainage of Water variable width" designated "(C)" on Deposited Plan 1191747, and

(b) shown as "Proposed Easement for Flooding 20.115 wide" designated "(H)" on Deposited Plan 1191747.

The terms and conditions of these easements are those set out in Memorandum filed at Land and Property Information as No. AI374255.

All that part of the public road known as Hunter Road within Lot 12 in DP 752472 situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Local Government Area of Upper Hunter shown as "Proposed Easement for Drainage of Water variable width" designated "(C)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Hunter Road within Lot 37 in DP 752472 situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Local Government Area of Upper Hunter shown as "Proposed Easement for Drainage of Water variable width" designated "(C)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Hunter Road separating Lot 39 in DP 752472 and Lot 3 in DP 750958 situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Local Government Area of Upper Hunter shown as "Proposed Easement for Drainage of Water variable width" designated "(C)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Hunter Road within Lot 1 in DP750958 situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Local Government Area of Upper Hunter shown as "Proposed Easement for Drainage of Water variable width" designated "(C)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Hunter Road within Lot 2 in DP 750958 situated at Ellerston in the Parishes of Wandewoi and Mamaran, the Counties of Brisbane and Durham and the Local Government Area of Upper Hunter shown as "Proposed Easement for Water Pipeline 2 wide" designated "(D)" on Deposited Plan 1193745.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Hunter Road within Lot 13 in DP 750958 situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Local Government Area of Upper Hunter shown as "Proposed Easement for Drainage of Water variable width" designated "(C)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Mount Royal Range Road separating Lot 13 in DP 750958 and Lot 3 in DP 753693 situated at Ellerston and Glenrock and the Local Government Area of Upper Hunter shown as "Proposed Easement in stratum for Tunnel 2 wide" designated "(A)" on Deposited Plan 1193550.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Hunter Road within Lot 49 in DP 753687 situated at Glenrock in the Parish of Campbell and Curricabark, the County of Hawes and the Local Government Area of Upper Hunter shown as "Proposed Easement for Water Pipeline 2 wide and variable width" designated "(F)" on Deposited Plan 1191963.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Hunter Road within Lot 70 in DP 753693 situated at Glenrock in the Parishes of Campbell and Curricabark, the County of Hawes and the Local Government Area of Upper Hunter shown as Upper Hunter shown as "Proposed Easement for Water Pipeline 2 wide and variable width" designated "(H)" and "(M)" on Deposited Plan 1191929

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Hunter Road within Lot 48 in DP 753687 situated at Glenrock in the Parishes of Campbell and Curricabark, the County of Hawes and the Local Government Area of Upper Hunter shown as "Proposed Easement for Water Pipeline 2 wide and variable width" designated "(F)" on Deposited Plan 1191929.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the public road known as Hunter Road within Lot 86 in DP 753687 and separating Lot 86 in DP 753687 and Lot 7004 in DP 96924 situated at Glenrock in the Parish of Campbell, the County of Hawes and the Local Government Area of Upper Hunter:

- (a) shown as "Proposed Easement for Water Pipeline 2 wide and variable width" designated "(C)", "(E)", "(F)", "(G)" and "(H)" on Deposited Plan 1191785, and
- (b) shown as "Proposed Easement for Water Pipeline 2 wide" designated "(D)" on Deposited Plan 1191785.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI414685.

All that part of the Crown road separating Lot 26 in DP 752472 and Lot 37 in DP 752472 situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Local Government Area of Upper Hunter shown as "Proposed Easement for Drainage of Water variable width" designated "(C)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374263.

All that part of the Crown road separating Lot 39 in DP 752472 and Lot 3 in DP 750958 situated at Ellerston in the Parish of Wandewoi, the County of Brisbane and the Local Government Area of Upper Hunter shown as "Proposed Easement for Drainage of Water variable width" designated "(C)" on Deposited Plan 1191747.

The terms and conditions of this easement are those set out in Memorandum filed at Land and Property Information as No. AI374263.

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 names listed hereunder as geographical names for nine Light Rail Stations along the Inner West Light Rail:

Leichhardt North
Hawthorne
Marion
Taverners Hill
Lewisham West
Waratah Mills
Arlington
Dulwich Grove
Dulwich Hill

The position and the extent for these Light Rail Stations are recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the board's website at www.gnb.nsw.gov.au

D. MOONEY,
Chairman

Geographical Names Board,
PO Box 143,
Bathurst NSW 2795

GEOGRAPHICAL NAMES ACT 1966

PURSUANT to the provisions of section 8 of the Geographical Names Act 1966, the Geographical Names Board hereby notifies that it proposes to assign the names listed hereunder as geographical names.

Any person wishing to make comment upon these proposals may within one (1) month of the date of this notice, write to the Secretary of the Board with that comment.

Proposed Name: Grass Tree Grove
Designation: Reserve
L.G.A.: Port Stephens Council
Parish: Sutton
County: Gloucester
L.P.I. Map: Karuah
1:100,000 Map: Newcastle 9232
Reference: GNB 5687

Proposed Name: Aunty Mavis Halvorson Park
Designation: Reserve
L.G.A.: Blacktown City Council
Parish: Rooty Hill
County: Cumberland
L.P.I. Map: Prospect
1:100,000 Map: Penrith 9030
Reference: GNB 5691

Proposed Name: Greengate Park
 Designation: Reserve
 L.G.A.: Ku-ring-gai Council
 Parish: Gordon
 County: Cumberland
 L.P.I. Map: Parramatta River
 1:100,000 Map: Sydney 9130
 Reference: GNB 5688

The position and the extent for these features are recorded and shown within the Geographical Names Register of New South Wales. This information can be accessed through the board's website at www.gnb.nsw.gov.au

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

D. MOONEY,
 Chairman

Geographical Names Board,
 PO Box 143,
 Bathurst NSW 2795

HEALTH SERVICES ACT 1997

Order Amending the Scale of Fees for Hospital and Other Health Services

PURSUANT to section 69 of the Health Services Act 1997, I, Dr Mary Foley, Secretary of the Ministry of Health, as the duly appointed delegate of the Minister for Health, do by this Order hereby amend the currently applying Scale of Fees for hospital services and other health services to the extent and in the manner set forth in the Schedule below, to take effect on and from 1 April 2014.

Signed at Sydney this 10th day of March 2014.

Dr MARY FOLEY,
 Secretary

SCHEDULE

Amendment of Scale of Fees

The Schedule entitled "Scale of Fees" which is attached to the "ORDER FIXING A SCALE OF FEES FOR HOSPITAL AND OTHER HEALTH SERVICES" and as in effect at the date of this order is amended as follows:

(a) delete from 1A in its entirety item 1A.5. relating to "Compensable Patients (other than Workers Compensation or Motor Vehicles Compensation)", and insert instead the following matter:

| 1A.5. Compensable Patients (other than Workers Compensation or Motor Vehicles Compensation) | Daily Fee \$ |
|--|--------------|
| 1A.5.1 Acute Admitted Patient Services – All Hospitals (admitted prior to 1 April 2014 and discharged on or after 1 April 2014) | |
| Normal Admission – first 21 days per episode | 1,820 |
| Normal Admission – over 21 days | 1,065 |
| Critical Care Admission – first 21 days per episode | 4,615 |
| Critical Care Admission – over 21 days | 2,645 |

1A.5.2 Acute Admitted Patient Services – All Hospitals (admitted on or after 1 April 2014)

The patient episode reflecting the applicable AR-DRG version 6.x grouping aligned to the National Weighted Activity Unit (NWAU (13)) with adjustments applied as applicable in accordance with the Independent Hospital Pricing Authority (IHPA) publication National Efficient Price Determination 2013-2014. The NWAU (13) is adjusted to reflect that Visiting Medical Officers (VMOs) and Staff Specialists bill separately for compensable admitted patients. The removal of assessed VMO and Staff Specialist costs reduces each NWAU by 11% creating an adjusted NWAU (13) for the purposes of charging this category of compensable patients.

multiplied by

The National Efficient Price (NEP) of \$4,993 as determined by the Independent Hospital Pricing Authority (IHPA).

1A.5.3 Emergency Department (ED) Admitted Services – All Hospitals excluding EDs of small rural hospitals not collecting nor required to collect patient level data.

The ED episode reflecting the applicable URG version 1.3 or UDG version 1.3 grouping aligned to the National Weighted Activity Unit (NWAU (13)) with adjustments applied as applicable in accordance with the IHPA publication National Efficient Price Determination 2013-2014.

The NWAU (13) is adjusted to reflect that Visiting Medical Officers (VMOs) and Staff Specialists bill separately for compensable admitted patients. The removal of assessed VMO and Staff Specialist costs reduces each NWAU by 11% creating an adjusted NWAU (13), which is applicable for the purposes of charging ED admitted compensable patients.

multiplied by

The National Efficient Price (NEP) of \$4,993 as determined by the Independent Hospital Pricing Authority (IHPA).

1A.5.4 Emergency Department (ED) of small rural hospitals not collecting nor required to collect patient level data.

Per occasion of service at set rates as advised in section 4B.3 of this order.

1A.5.5 Sub-Acute and Non-Acute Admitted Patient Services.

| | Daily Fee \$ |
|---|--------------|
| Public Hospitals | 1,065 |
| Public Psychiatric Hospitals | 445 |
| Other (eg Residential Aged Care Facility) | 250 |

Note: These rates do not apply to persons treated pursuant to respective statutory schemes for the purposes of workers' compensation or compensation to persons injured in motor accidents. Those rates are set by separate agreement or other such order or determination.

PART 4 – NON-ADMITTED PATIENT CHARGES

For the purposes of Part 4, an "occasion of service", in relation to a non-admitted patient occasion of service, has the same meaning as it has for the purposes of the NSW Department of Health Reporting System (DOHRS) activity reporting system as amended from time to time.

4A. Ineligible Patients

| | |
|---|-----|
| <u>For each Occasion of Service (both categories)</u> | \$ |
| Public Hospital | 115 |
| Public Psychiatric Hospital | 80 |
| Other (eg Residential Aged Care Facility) | 80 |

The rates of charge are as per the above occasion of service rates as appropriate to the designated hospital classification or as per the Australian Medical Association (AMA) schedule of rates.

With the exception of:

1. A visitor to Australia who holds a temporary entry permit, and who has applied for but has not yet been issued with an entry permit granting permanent residence.
2. Persons entitled to free public hospital treatment under the terms of a Reciprocal Health Care Agreement between Australia and their country.

4B. Compensable Patients

(other than Workers Compensation or Motor Vehicles Compensation) –

4B.1 Emergency Department (ED) Non-admitted Services – All Hospitals excluding EDs of small rural hospitals not collecting nor required to collect patient level data.

The patient ED presentation reflecting the applicable URG version 1.3 or UDG version 1.3 grouping aligned to the National Weighted Activity Unit (NWAU (13)) with adjustments applied as applicable in accordance with the IHPA publication National Efficient Price Determination 2013-2014.

multiplied by

The National Efficient Price (NEP) of \$4,993 as determined by the Independent Hospital Pricing Authority (IHPA).

4B.2 Emergency Department (ED) Non-admitted Services of small rural hospitals not collecting nor required to collect patient level data.

Per occasion of service at set rates as advised in section 4B.3. of this order.

4B.3 Non-admitted Services – All Hospitals excluding Emergency Departments.

For each Occasion of Service (excluding physiotherapy services, psychology and exercise physiology services)

| | |
|--|-----|
| | \$ |
| Public Hospital | 115 |
| Public Psychiatric hospital | 80 |
| Other hospital (eg Residential Aged Care Facility) | 80 |

The above occasion of service rates apply or alternatively the maximum amount payable under the relevant WorkCover practitioner fees order. The fees orders, which generally link to AMA rates, cover Medical Practitioners, Surgeons and Orthopaedic Surgeons.

Compensable Non-Admitted Physiotherapy Services

| | |
|--|--------|
| <i>Normal Practice</i> | \$ |
| Initial consultation & treatment | 83.70 |
| Standard consultation and treatment | 70.90 |
| Initial consultation & treatment of two distinct areas | 126.20 |

| | |
|---|--------|
| Standard consultation & treatment of two distinct areas | 106.90 |
| Complex treatment | 141.70 |
| Group/class Intervention (rate per participant) | 50.30 |

Home Visit

| | |
|---|--------|
| Initial consultation & treatment | 103.10 |
| Standard consultation and treatment | 84.40 |
| Initial consultation & treatment of two distinct areas | 152.00 |
| Standard consultation & treatment of two distinct areas | 130.10 |
| Complex treatment | 167.40 |

Other

| | |
|---|--------|
| Case conference (rate per hour), Report Writing (max) | 167.40 |
| Activity assessment, consultation & treatment | 167.40 |
| Travel (per km) | 1.55 |

Compensable Non-Admitted Psychology Service Charges

| | |
|-------------------------------------|--------|
| Initial consultation | 199.50 |
| Standard consultation | 166.30 |
| Report Writing (per hr /max 1 hr) | 166.30 |
| Case Conferencing (per hr/pro rata) | 166.30 |
| Travel (per km) | 1.55 |
| Group (per participant) | 49.90 |

Compensable Non-Admitted Exercise Physiology Service Charges

| | |
|--|--------|
| Initial consultation & treatment | 133.70 |
| Standard consultation & treatment | 133.70 |
| Reduced supervision treatment | 58.40 |
| Group/class intervention (per participant) | 42.60 |
| Additional Expenses (as agreed with insurer) | – |
| Case Conferencing (per hr) | 133.70 |
| Report Writing (max) | 133.70 |
| Travel (per km) | 1.55 |

Note: These rates do not apply to persons treated pursuant to respective statutory schemes for the purposes of workers' compensation or compensation to persons injured in motor accidents. Those rates are set by separate agreement or other such order or determination.

HERITAGE ACT 1977

Notice of Listing on the State Heritage Register under Section 37 (1) (b)

Challoner Cottage, Mittagong Farm Home
82 Bong Bong Road, Renwick
SHR No. 1927

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

Heritage Council of New South Wales

SCHEDULE "A"

The item known as Challoner Cottage, Mittagong Farm Home, situated on the land described in Schedule "B".

SCHEDULE "B"

All those pieces or parcels of land known as Part Lot 61, DP 1142602 in Parish of Mittagong, County of Camden, shown on the plan catalogued HC 2610 in the office of the Heritage Council of New South Wales.

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

Notice

I, the Hon. Andrew Constance, M.P., Minister for Finance and Services, pursuant to section 60 (2) (b) of the Land Acquisition (Just Terms Compensation) Act 1991, notify the amount of \$26,260 as the maximum amount of compensation in respect of solatium for land acquisitions taking effect on or after 1 April 2014.

Office of the Minister for Police
Sydney NSW
25 March 2014

DISAPPEARANCE/DEATH

**ONE HUNDRED THOUSAND DOLLARS (\$100,000)
REWARD**

ON the 13 May 1995, Richard SAJKO, aged 21 years, was last seen in his vehicle in the car park of Avis Car Rentals at Mascot NSW. Richard has not been seen since and it is believed that he may have met with foul play.

Notice is hereby given that a reward of up to one hundred thousand dollars (\$100,000) will be paid by the Government of New South Wales for information leading to the arrest and conviction of the person or persons responsible for the death/disappearance of Richard SAJKO.

The allocation of this reward will be at the sole discretion of the Commissioner of Police.

The urgent assistance and co-operation of the public is especially sought in the matter. Any information, which will be treated as confidential, may be given at any time of the day or night at any Police Station or by telephone –

Police Headquarters telephone (02) 9281 0000
or Crime Stoppers on 1800 333 000

The Hon. MICHAEL GALLACHER, M.L.C.,
Minister for Police and Emergency Services
and Minister for the Hunter

**PARENTS AND CITIZENS INCORPORATION
ACT 1976**

Section 13 (4)

Notice of Incorporation of Parents and
Citizens Associations

THE following associations are hereby incorporated under the Parents and Citizens Associations Incorporation Act 1976:

1. Cowan Public School
2. Marie Bashir Public School
3. Towradgi Public School
4. Woolli Public School
5. Emmaville Central School

ADRIAN PICCOLI, M.P.,
Minister for Education

PARTNERSHIP ACT 1892

Section 73a

Cancellation of Incorporation Pursuant to Schedule 1
of the Partnership Act 1892

NOTICE is hereby given that the following Incorporated Limited Partnership has voluntarily wound up pursuant to Schedule 1 Clause (2) and its incorporation is cancelled by this notice pursuant to Schedule 1 Clause (9) of the Partnership Act 1892:

A&B ETCF MANAGEMENT PARTNERSHIP, LP
INCORPORATED LIMITED PARTNERSHIP
ILP0000032

Cancellation is effective as at the date of gazettal.

Dated this 25th day of March 2014.

JON ROBINSON,
Delegate of the Commissioner,
NSW Fair Trading,
Department of Finance & Services

PARTNERSHIP ACT 1892

Section 73a

Cancellation of Incorporation Pursuant to Schedule 1
of the Partnership Act 1892

NOTICE is hereby given that the following Incorporated Limited Partnership has voluntarily wound up pursuant to Schedule 1 Clause (2) and its incorporation is cancelled by this notice pursuant to Schedule 1 Clause (9) of the Partnership Act 1892:

A&B ETCF, LP
INCORPORATED LIMITED PARTNERSHIP
ILP0000033

Cancellation is effective as at the date of gazettal.

Dated this 25th day of March 2013.

JON ROBINSON,
Delegate of the Commissioner,
NSW Fair Trading,
Department of Finance & Services

PASSENGER TRANSPORT REGULATION 2007

Clause 76 (1) (c) Designation of Railway Line

Orders

Rail passenger services

TRANSPORT for NSW, pursuant to Clause 76 of the Passenger Transport Regulation 2007, does by this Order designate each of the following railway lines as a railway line for which a smartcard may be used:

1. The Illawarra Line between Central and Waterfall, including Central, Redfern, Sydenham, Tempe, Wollie Creek, Arncliffe, Banksia, Rockdale, Kogarah, Carlton, Allawah, Hurstville, Penshurst, Mortdale, Oatley, Como, Jannali, Sutherland, Loftus, Engadine, Heathcote and Waterfall stations.
2. The Illawarra Line between Sutherland and Cronulla, including Sutherland, Kirrawee, Gynea, Miranda, Caringbah, Woollooware and Cronulla stations.

3. The Airport Line between Central and Wolli Creek, including Central, Green Square, Mascot, Domestic Airport, International Airport and Wolli Creek stations.
4. The South Line between Central and Macarthur, including Central, Redfern, Sydenham, Turrella, Bardwell Park, Bexley North, Kingsgrove, Beverly Hills, Narwee, Riverwood, Padstow, Revesby, Panania, East Hills, Holsworthy, Glenfield, Macquarie Fields, Ingleburn, Minto, Leumeah, Campbelltown and Macarthur stations.
5. The Cumberland Line between Casula and Campbelltown, including Casula, Glenfield, Macquarie Fields, Ingleburn, Minto, Leumeah and Campbelltown stations.
6. The Bankstown Line between Central and Liverpool, including Central, Redfern, Erskineville, St Peters, Sydenham, Marrickville, Dulwich Hill, Hurlstone Park, Canterbury, Campsie, Belmore, Lakemba, Wiley Park, Punchbowl, Bankstown, Yagoona, Birrong, Sefton, Chester Hill, Leightonfield, Villawood, Carramar, Cabramatta, Warwick Farm and Liverpool stations.
7. The Bankstown Line between Birrong and Lidcombe including Birrong, Regents Park, Berala and Lidcombe stations.

Date of effect

This Order takes effect on 28 March 2014.

Rail passenger services

Transport for NSW, pursuant to Clause 76 of the Passenger Transport Regulation 2007, does by this Order designate each of the following railway lines as a railway line for which a smartcard may be used:

1. The South Coast Line between Waterfall and Bomaderry, including Waterfall, Helensburgh, Otford, Stanwell Park, Coalcliff, Scarborough, Wombarra, Coledale, Austinmer, Thirroul, Bulli, Woonona, Bellambi, Corrimal, Towradgi, Fairy Meadow, North Wollongong, Wollongong, Coniston, Unanderra, Kembla Grange, Dapto, Albion Park, Oak Flats, Dunmore, Minnamurra, Bombo, Kiama, Gerringong, Berry and Bomaderry stations.
2. The South Coast Line between Wollongong and Port Kembla, including Wollongong, Coniston, Lysaghts, Cringila, Port Kembla North and Port Kembla stations.
3. The Southern Highlands line between Campbelltown and Goulburn, including Campbelltown, Macarthur, Menangle Park, Menangle, Douglas Park, Picton, Tahmoor, Bargo, Yerrinbool, Mittagong, Bowral, Burradoo, Moss Vale, Exeter, Bundanoon, Penrose, Wingello, Tallong, Marulan and Goulburn stations.

Date of effect

This Order takes effect on 4 April 2014.

Dated: 26 March 2014.

FERGUS GAMMIE,
Deputy Director-General,
Transport Services
(a Delegate of Transport for NSW)

POISONS AND THERAPEUTIC GOODS ACT 1966

Order under Clause 175 (1),
Poisons and Therapeutic Goods Regulation 2008

Withdrawal of Drug Authority

IN accordance with the provisions of Clause 175 (1) of the Poisons and Therapeutic Goods Regulation 2008 an order has been made on Dr PAUL JAY REGAL, MED0001197540, of 10 Ridgeview Close, Terrigal NSW 2260, prohibiting him until further notice, as a medical practitioner from supplying or having possession of drugs of addiction as authorised by Clause 101 of the Regulation and issuing a prescription for a drug of addiction as authorised by Clause 77 of the Regulation.

This order is to take effect on and from 28 March 2014.

Dated at Sydney, 25 March 2014.

Dr MARY FOLEY,
Director-General,
Department of Health, New South Wales

**PORTS AND MARITIME ADMINISTRATION
REGULATION 2012****Order Amending Mandatory Standards**

I, Rachel Johnson, Deputy Director General, Freight and Regional Development, Transport for NSW, as delegate of the Minister for Roads and Ports, in accordance with Clause 21 (1) of the Ports and Maritime Administration Regulation 2012 amend the existing mandatory standards as set out below.

- [1] Table of Contents, Clauses 8B, 10.1, 13.2, 13.4, 14.1, 14.2, 15.1, 15.2, 15.3, 18, 20, 21, 22, 25.1, 28, 30, 31, 35, 36, Schedule 1 and Schedule 4 of the mandatory standards.
Omit the words "Sydney Ports" and substitute the word "TfNSW" wherever they occur (including in any headings).
Note: The reference to Sydney Ports in Clause 15.6 of the mandatory standards has not been amended.
- [2] Schedule 1 Clause 1 Dictionary of the mandatory standards
Add in alphabetical order the words "Transport for NSW or TfNSW has the meaning given to that term in the Regulation".
- [3] Schedule 1 Clause 1 Dictionary of the mandatory standards
Omit from the definition of 'Unforeseen Event' at paragraph (a) (xi) the words "the Road and Traffic Authority" and substitute the words "Roads and Maritime Services".

This Order takes effect from 1 April 2014.

Dated: 25 March 2014.

RACHEL JOHNSON,
Deputy Director General,
Freight and Regional Development
a delegate of the Minister for Roads and Ports

VEXATIOUS PROCEEDINGS ACT 2008

Malcolm Huntley Potier

ON 25 February 2014, Justice McCallum ordered that:

- (1) That, pursuant to section 8 (7) (b) of the Vexatious Proceedings Act, the defendant be prohibited from instituting proceedings in New South Wales except interlocutory proceedings in his appeal proceedings pending in the New South Wales Court of Criminal Appeal numbered 2005/14700 (including any bail application).
- (2) That, pursuant to section 8 (7) (a) of the Vexatious Proceedings Act, any proceedings already instituted by the defendant in New South Wales except his appeal proceedings pending in the New South Wales Court of Criminal Appeal numbered 2005/14700 and any interlocutory proceedings in that appeal be stayed.
- (3) Grant liberty to the Attorney General to re list the matter either by contacting my associate or the list clerk to determine the issue of the costs of the proceedings.

WORKERS COMPENSATION ACT 1987 – NOTICE

(Concerning Indexation of WorkCover Death Benefits)

THE WorkCover Authority of New South Wales, pursuant to section 82 of the Workers Compensation Act 1987, declares, by this Notice, that each of the adjustable amounts specified in Column 1 of the following Table is, on and from 1 April 2014, to be construed as the adjusted amount specified opposite it in Column 2 of the Table.

TABLE

| <i>Provision specifying, or providing for, the adjustable amount</i> | <i>Column 1</i> | <i>Column 2</i> |
|--|--------------------------|------------------------|
| | <i>Adjustable amount</i> | <i>Adjusted amount</i> |
| WORKERS COMPENSATION ACT 1987 | | |
| s. 25 (1) (a) | \$425,000.00 | \$510,800.00 |
| s. 25 (1) (b) | \$66.60 | \$129.80 |

(Latest Index Number: 254.9)

JULIE NEWMAN,
Chief Executive Officer,
Workcover Authority

WORKERS COMPENSATION ACT 1987 – NOTICE

(Concerning Indexation of Weekly Benefits Without Regard to Amendments to Weekly Benefits Made by the Workers Compensation Legislation Amendment Act 2012)

THE WorkCover Authority of New South Wales, pursuant to section 82 of the Workers Compensation Act 1987, declares, by this Notice, that each of the adjustable amounts specified in Column 1 of the following Table is, on and from 1 April 2014, to be construed as the adjusted amount specified opposite it in Column 2 of the Table.

TABLE

| <i>Provision specifying, or providing for, the adjustable amount</i> | <i>Column 1</i> | <i>Column 2</i> |
|---|--------------------------|------------------------|
| | <i>Adjustable amount</i> | <i>Adjusted amount</i> |
| WORKERS COMPENSATION ACT 1987 (without regard to amendments to weekly benefits made by the Workers Compensation Legislation Amendment Act 2012) | | |
| s. 35 | \$1,000.00 | \$1,948.80 |
| s. 37 (1) (a) (i) | \$235.20 | \$458.40 |
| s. 37 (1) (a) (ii) | \$187.10 | \$364.60 |
| s. 37 (1) (a) (iii) | \$170.00 | \$331.30 |
| | \$153.00 | \$298.20 |
| s. 37 (1) (b) | \$62.00 | \$120.80 |
| s. 37 (1) (c) | \$44.30 | \$86.30 |
| | \$99.10 | \$193.10 |
| | \$164.16 | \$319.90 |
| | \$230.90 | \$450.00 |
| | \$66.60 | \$129.80 |
| s. 40 | \$1,000.00 | \$1,948.80 |
| Schedule 6, Part 4, Clause 7 | \$341.30 | \$665.10 |

(Latest Index Number: 254.9)

JULIE NEWMAN,
Chief Executive Officer,
Workcover Authority

WORKERS COMPENSATION ACT 1987 – NOTICE

(Concerning Indexation of Weekly Benefits Applying to Amendments Made by the Workers Compensation Legislation Amendment Act 2012)

THE WorkCover Authority of New South Wales, pursuant to section 82 of the Workers Compensation Act 1987, declares, by this Notice, that each of the adjustable amounts specified in Column 1 of the following Table is, on and from 1 April 2014, to be construed as the adjusted amount specified opposite it in Column 2 of the Table.

TABLE

| <i>Provision specifying, or providing for, the adjustable amount</i> | <i>Column 1</i> | <i>Column 2</i> |
|--|--------------------------|------------------------|
| | <i>Adjustable amount</i> | <i>Adjusted amount</i> |
| WORKERS COMPENSATION ACT 1987 | | |
| s. 34 (1) | \$1,838.70 | \$1,948.80 |
| Schedule 6, Part 19H, Clause 2 (1) | \$906.25 | \$960.50 |

(Latest Index Number: 254.9)

JULIE NEWMAN,
Chief Executive Officer,
Workcover Authority

**WORKERS' COMPENSATION (DUST DISEASES)
ACT 1942 – NOTICE**

(Concerning Indexation of Death Benefits)

THE WorkCover Authority of New South Wales, pursuant to section 82 of the Workers Compensation Act 1987 as applied by section 8 (3) (d) of the Workers Compensation (Dust Diseases) Act 1942, declares, by this Notice, that each of the adjustable amounts specified in Column 1 of the following Table is, on and from 1 April 2014, to be construed as the adjusted amount specified opposite it in Column 2 of the Table.

TABLE

| <i>Provision specifying, or providing for, the adjustable amount</i> | <i>Column 1</i> | <i>Column 2</i> |
|--|--------------------------|------------------------|
| | <i>Adjustable amount</i> | <i>Adjusted amount</i> |
| WORKERS COMPENSATION (DUST DISEASES) ACT 1942 | | |
| s. 8 (2B) (b) (i) | \$311,050.00 | \$324,450.00 |
| s. 8 (2B) (b) (ii) | \$137.30 | \$267.60 |
| s. 8 (2B) (b) (iii) | \$69.40 | \$135.20 |

(Latest Index Number: 254.9)

JULIE NEWMAN,
Chief Executive Officer,
Workcover Authority

WORKERS COMPENSATION ACT 1987 – NOTICE

(Concerning Indexation of Benefits Covered by Workers Compensation Act 1926)

THE WorkCover Authority of New South Wales, pursuant to Schedule 6 of the Workers Compensation Act 1987, declares, by this Notice, that each of the adjustable amounts specified in Column 1 of the following Table is, on and from 1 April 2014, to be construed as the adjusted amount specified opposite it in Column 2 of the Table.

TABLE

| <i>Provision specifying, or providing for, the adjustable amount</i> | <i>Column 1</i> | <i>Column 2</i> |
|--|--------------------------|------------------------|
| | <i>Adjustable amount</i> | <i>Adjusted amount</i> |
| WORKERS COMPENSATION ACT 1987 (re 1926 Act) | | |
| Schedule 6, Part 3, Clause 2 (2) | \$76,700.00 | \$149,500.00 |
| Schedule 6, Part 3, Clause 2 (3) | \$38.30 | \$74.60 |

| <i>Provision specifying, or providing for, the adjustable amount</i> | <i>Column 1</i> | <i>Column 2</i> |
|--|--------------------------|------------------------|
| | <i>Adjustable amount</i> | <i>Adjusted amount</i> |
| Schedule 6, Part 4, Clause 4 (1) (b) (i) | \$44.80 | \$87.30 |
| Schedule 6, Part 4, Clause 4 (1) (b) (ii) | \$22.50 | \$43.80 |
| Schedule 6, Part 4, Clause 4A (2) (a) | \$196.00 | \$382.00 |
| Schedule 6, Part 4, Clause 4A (2) (b) | \$155.90 | \$303.80 |
| Schedule 6, Part 4, Clause 4A (2) (c) | \$141.60 | \$275.90 |
| Schedule 6, Part 4, Clause 4A (2) (c) | \$127.50 | \$248.50 |

(Latest Index Number: 254.9)

JULIE NEWMAN,
Chief Executive Officer,
Workcover Authority

WORKPLACE INJURY MANAGEMENT AND WORKERS COMPENSATION ACT 1998 – NOTICE

(Concerning Indexation of Interim Payment Direction for Payment of Medical Expenses Compensation)

THE WorkCover Authority of New South Wales, pursuant to section 82 of the Workers Compensation Act 1987, declares, by this Notice, that the adjustable amount specified in Column 1 of the following Table is, on and from 1 April 2014, to be construed as the adjusted amount specified opposite it in Column 2 of the Table.

TABLE

| <i>Provision specifying, or providing for, the adjustable amount</i> | <i>Column 1</i> | <i>Column 2</i> |
|--|--------------------------|------------------------|
| | <i>Adjustable amount</i> | <i>Adjusted amount</i> |
| WORKPLACE INJURY MANAGEMENT AND WORKERS COMPENSATION ACT 1998 s. 297 (2) | \$7,500.00 | \$8,403.30 |

(Latest Index Number: 254.9)

JULIE NEWMAN,
Chief Executive Officer,
Workcover Authority

WORKERS COMPENSATION (PHYSIOTHERAPY FEES) ORDER 2014 (NO. 2)

under the
Workers Compensation Act 1987

I, Julie Newman, Chief Executive Officer of the WorkCover Authority of New South Wales, pursuant to section 61 (2) of the Workers Compensation Act 1987, make the following Order.

Dated this 24th day of March 2014.

JULIE NEWMAN, P.S.M.,
Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by a Physiotherapist is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by a Physiotherapist of an injured worker's work related injury.

Schedule A to this Order provides for maximum fees for Physiotherapists generally. Schedule B to this Order provides higher maximum fee levels for WorkCover approved Physiotherapists.

This Order makes provision for Physiotherapy Management Plans and the approval by workers compensation insurers of certain physiotherapy services. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for physiotherapy services set out in this Order.

The incorrect use of any item referred to in this Order can result in penalties, including the Physiotherapist being asked to repay monies to WorkCover that the provider has incorrectly received.

Workers Compensation (Physiotherapy Fees) Order 2014 (No. 2)**1. Name of Order**

This Order is the Workers Compensation (Physiotherapy Fees) Order 2014 (No. 2).

2. Commencement

This Order commences on 1 April 2014.

3. Definitions

In this Order:

Case Conference means a face-to-face meeting or teleconference with any or all of the following parties – nominated treating doctor, workplace rehabilitation provider, employer, insurer or injured worker – to discuss a worker's return to work plan and/or strategies to improve a worker's ability to return to work. File notes of Case Conferences are to be documented in the Physiotherapist's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged.

Complex treatment means treatment related to complex pathology and clinical presentation including, but not limited to, extensive burns, complicated hand injuries involving multiple joints and tissues and some complex neurological conditions, spinal cord injuries, head injuries and major trauma. Provision of complex treatment requires pre-approval from the insurer. It is expected that only a small number of claimants will require treatment falling within this category.

Group/class intervention occurs where a Physiotherapist delivers a common service to more than one person at the same time. Examples are aquatic physiotherapy classes and exercise groups. Maximum class size is six (6) participants. A Physiotherapy Management Plan is required for each worker participant.

GST means the Goods and Services Tax payable under the GST Law; and

GST Law has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 of the Commonwealth.

Home visit applies in cases where, due to the effects of the injuries sustained, the worker is unable to travel. The home visit must be the best and most cost-effective option allowing the Physiotherapist to travel to the worker's home to deliver treatment. Provision of home treatment requires pre-approval from the insurer.

Incidental expenses means reasonable expenses for items the worker actually takes with them for independent use at home (e.g. strapping tape, theraband, exercise putty, walking stick). This does not apply to consumables used during a consultation or exercise handouts. All incidental expenses items must be pre-approved by the insurer. A description of the item should appear on the invoice forwarded to the insurer.

Initial consultation and treatment means the first session provided by the Physiotherapist in respect of an injury which includes:

- history taking,
- physical assessment,
- diagnostic formulation,
- goal setting and treatment planning,
- treatment/service,

- clinical recording,
- communication with referrer, and
- preparation of a Physiotherapy Management Plan when indicated.

Normal practice means premises in or from which a Physiotherapist regularly operates a physiotherapy practice and treats patients. It also includes facilities where service may be delivered on a regular or contract basis such as a hydrotherapy pool, gymnasium, private hospital or workplace.

Physiotherapist means a Physiotherapist registered under the Health Practitioner Regulation National Law (NSW) No. 86a.

Physiotherapy Management Plan means the document used by the Physiotherapist to indicate treatment timeframes and anticipated outcomes for an injured worker to the relevant workers compensation insurer. A Physiotherapy Management Plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

- (a) the initial eight (8) consultations (when an injured worker has not attended for any previous treatment of a physical nature for this injury) or
- (b) the initial consultation/treatment (when an injured worker has attended for previous treatment of a physical nature for this injury).

A Physiotherapy Management Plan can request approval for up to an additional eight (8) physiotherapy consultations unless otherwise approved by the insurer.

Physiotherapy services refers to all treatment related services delivered by a Physiotherapist and listed in schedules A and B.

Report writing occurs when a Physiotherapist is requested by the insurer to compile a written report, other than the Physiotherapy Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service. Payment will not be made in advance of receipt of the report.

Standard consultation and treatment means treatment sessions provided subsequent to the Initial consultation and treatment and includes:

- re-assessment,
- intervention/treatment,
- clinical recording, and
- preparation of a Physiotherapy Management Plan when indicated.

Telehealth services means video consultations. Physiotherapists must consider the appropriateness of this mode of service delivery for each injured worker on a case-by-case basis. Telehealth services require pre-approval from the insurer and must be consented to by all parties – the injured worker, Physiotherapist and insurer. Phone consultations are not payable in the NSW workers compensation system. Service providers are responsible for delivering telehealth services in accordance with the principles of professional conduct and the relevant professional and practice guidelines to ensure that all care is taken to ensure the safety, appropriateness and effectiveness of the service.

The Act means the Workers Compensation Act 1987.

Travel rates can be claimed when the most appropriate clinical management of the patient requires the Physiotherapist to travel away from their normal practice. Travel costs do not apply where the Physiotherapist provides contracted services to facilities such as a private hospital, hydrotherapy pool, workplace or gymnasium. Where multiple patients are being treated in the same visit, it is expected the travel charge will be divided accordingly. The insurer must provide pre-approval for such a service.

Two (2) distinct areas means where two (2) entirely separate compensable injuries or conditions are assessed and treated and where treatment applied to one condition does not affect the symptoms of the other injury e.g. neck condition plus post fracture wrist. It does not include a condition with referred symptoms to another area.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved Physiotherapist means a Physiotherapist who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Physiotherapy services and, at the time of providing the service, has a current, active WorkCover approval number.

Work related activity assessment, consultation and treatment means a one hour session provided on a one-to-one basis for work related activity. This includes:

- Assessment/reassessment
 - assessment of current condition including functional status,
 - review of previous treatment
- Goal setting and treatment/work related activity planning
- Delivery of intervention/treatment
 - Clinical recording,
 - Communication with key parties, and
 - Preparation of a Physiotherapy Management Plan when indicated.

4. Application of Order

This Order applies to treatment provided on or after 1 April 2014 whether it relates to an injury received before, on or after that date.

5. Maximum fees for physiotherapy treatment generally

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a Physiotherapist, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Physiotherapist to provide treatment of a type specified in any of items PTX007 to PTX011 in Schedule A at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item PTX014 in Column 2 of Schedule A, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items PTX001 to PTX006 in Schedule A and require insurer pre-approval.
- (4) This clause does not apply to treatment by a WorkCover approved Physiotherapist.

6. Higher maximum fees for WorkCover approved Physiotherapists

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a WorkCover approved Physiotherapist, being treatment of a type specified in Column 1 of Schedule B to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a WorkCover approved Physiotherapist to provide treatment of a type specified in any of items PTA007 to PTA011 in Schedule B at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item PTA014 in Column 2 of Schedule B, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items PTA001 to PTA006 in Schedule B and require pre-approval from the insurer.

7. Services provided interstate

Any physiotherapy treatment related services provided to a NSW injured worker in a State/Territory other than NSW, must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Physiotherapist. The service provider must adhere to the NSW Workers Compensation system requirements including but not limited to submission of Physiotherapy Management Plans, approval for services, etc.

8. External facility fees

In the exceptional circumstance where approval is given for treatment to be provided at an external facility such as a gymnasium or pool, the facility (and not the service provider) is to invoice the insurer directly under code OTT006. An entry fee will not be paid where the facility is owned or operated by the treatment provider or the provider contracts their services to the facility.

9. Goods and Services Tax

- (1) Physiotherapy treatment services provided by a Physiotherapist directly to a worker are GST free.
- (2) Case Conferences, report writing and travel services provided by a Physiotherapist in relation to treatment of a worker are subject to GST.
- (3) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit an allied health practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

SCHEDULE A

Maximum Fees for Physiotherapists Generally

| <i>Item</i> | <i>Column 1 Type of Treatment</i> | <i>Column 2 Maximum Amount (\$) (excl. GST)</i> |
|------------------------|---|---|
| Normal Practice | | |
| PTX001 | Initial consultation and treatment | 50.00 |
| PTX002 | Standard consultation and treatment | 40.00 |
| PTX003 | Initial consultation and treatment of two (2) distinct areas | 75.00 |
| PTX004 | Standard consultation and treatment of two (2) distinct areas | 60.00 |
| PTX005 | Complex treatment | 80.00 |
| PTX006 | Group/class intervention | 30/participant |

| <i>Item</i> | <i>Column 1 Type of Treatment</i> | <i>Column 2 Maximum Amount (\$) (excl. GST)</i> |
|-------------------|---|---|
| Home Visit | | |
| PTX007 | Initial consultation and treatment | 62.00 |
| PTX008 | Standard consultation and treatment | 50.00 |
| PTX009 | Initial consultation and treatment of two (2) distinct areas | 94.00 |
| PTX010 | Standard consultation and treatment of two (2) distinct areas | 75.00 |
| PTX011 | Complex treatment | 100.00 |
| Other | | |
| PTX012 | Case Conference | 100/hour |
| PTX013 | Report writing | 100.00 (maximum) |
| PTX014 | Travel | 1.00 per kilometre |
| OAD001 | Incidental expenses e.g. strapping tape, theraband, exercise putty, etc. <i>Note:</i> This code does not apply to external facility fees | All items require insurer pre-approval. |
| WCO005 | Fees for providing copies of medical notes and records. | The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages. |

SCHEDULE B

Maximum Fees for WorkCover Approved Physiotherapists

| <i>Item</i> | <i>Column 1 Type of Treatment</i> | <i>Column 2 Maximum Amount (\$) (excl. GST)</i> |
|------------------------|--|---|
| Normal Practice | | |
| PTA001 | Initial consultation and treatment | 86.20 |
| PTA002 | Standard consultation and treatment | 73.00 |
| PTA003 | Initial consultation and treatment of two (2) distinct areas | 130.00 |
| PTA004 | Standard consultation and treatment of two (2) distinct areas | 110.10 |
| PTA005 | Complex treatment | 145.90 |
| PTA006 | Group/class intervention | 51.80/participant |
| Home Visit | | |
| PTA007 | Initial consultation and treatment | 106.10 |
| PTA008 | Standard consultation and treatment | 84.90 |
| PTA009 | Initial consultation and treatment of two (2) distinct areas | 156.50 |
| PTA010 | Standard consultation and treatment of two (2) distinct areas | 134.00 |
| PTA011 | Complex treatment | 172.40 |
| Other | | |
| PTA012 | Case Conference, Report writing | 172.40/hour (maximum) |
| PTA013 | Work Related Activity assessment, consultation and treatment | 172.40 (maximum) |
| PTA014 | Travel | 1.60/kilometre |
| OAD001 | Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note:</i> This code does not apply to external facility fees | All items require insurer pre-approval |
| WCO005 | Fees for providing copies of medical notes and records. | The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages. |

Note: Fees will only be paid after services have been rendered.

WORKERS COMPENSATION (CHIROPRACTIC FEES) ORDER 2014 (NO. 2)

under the
Workers Compensation Act 1987

I, Julie Newman, Chief Executive Officer of the WorkCover Authority of New South Wales, make the following Order pursuant to section 61 (2) of the Workers Compensation Act 1987.

Dated this 24th day of March 2014.

JULIE NEWMAN, P.S.M.,
Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by a Chiropractor is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by a Chiropractor of an injured worker's work related injury.

Schedule A to this Order provides for maximum fees for Chiropractors generally. Schedule B to this Order provides higher maximum fee levels for WorkCover approved Chiropractors. WorkCover approved Chiropractors have participated in training courses approved or run by WorkCover.

This Order makes provision for Chiropractic Management Plans and the approval by workers compensation insurers of certain Chiropractic services. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for Chiropractic services set out in this Order.

The incorrect use of any item referred to in this Order can result in penalties, including the Chiropractor being asked to repay monies to WorkCover that the provider has incorrectly received.

Workers Compensation (Chiropractic Fees) Order 2014 (No. 2)**1. Name of Order**

This Order is the Workers Compensation (Chiropractic Fees) Order 2014 (No. 2).

2. Commencement

This Order commences on 1 April 2014.

3. Definitions

In this Order:

Case Conference means a face-to-face meeting or teleconference with any or all of the following parties: nominated treating doctor, workplace rehabilitation provider, employer, insurer or injured worker to discuss a worker's return to work plan and/or strategies to improve a worker's capacity for work. File notes of Case Conferences are to be documented in the Chiropractor's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged.

Chiropractor means a Chiropractor registered under the Health Practitioner Regulation National Law (NSW) No. 86a.

Chiropractic Management Plan means a document used by the Chiropractor to indicate treatment timeframes and anticipated outcomes for an injured worker to the relevant workers compensation insurer. A Chiropractic Management Plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

- (a) the initial eight (8) consultations (when an injured worker has not attended for any previous treatment of a physical nature for this injury) or
- (b) the initial consultation/treatment (when an injured worker has attended for previous treatment of a physical nature for this injury).

A Chiropractic Management Plan can request approval for up to an additional eight (8) chiropractic consultations unless otherwise approved by the insurer.

Chiropractic services refer to all treatment services provided by a Chiropractor and listed in Schedules A and B.

Complex treatment means treatment related to complex pathology and clinical presentation including, but not limited to, extensive burns, complicated hand injuries involving multiple joints and tissues and some complex neurological conditions, spinal cord injuries, head injuries and major trauma. Provision of complex treatment requires pre-approval from the insurer. It is expected that only a small number of claimants will require treatment falling within this category.

Group/class intervention occurs where a Chiropractor delivers a common service to more than one person at the same time. Examples are exercise and education groups. Maximum class size is six (6) participants. A Chiropractic Management Plan is required for each worker participant.

GST means the Goods and Services Tax payable under the GST Law; and

GST Law has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 of the Commonwealth.

Home visit applies in cases where, due to the effects of the injuries sustained, the worker is unable to travel. The home visit must be the best and most cost-effective option allowing the Chiropractor to travel to the worker's home to deliver treatment. Provision of home treatment requires pre-approval from the insurer.

Incidental expenses means reasonable expenses for items the worker actually takes with them for independent use at home (e.g. strapping tape, theraband, exercise putty, walking stick). This does not apply to consumables used during a consultation or exercise handouts. All incidental expenses or items must be pre-approved by the insurer. A description of the item should appear on the invoice forwarded to the insurer.

Initial consultation and treatment means the first session provided by the Chiropractor in respect of an injury which includes:

- history taking,
- physical assessment,
- diagnostic formulation,
- goal setting and treatment planning,
- treatment/service,
- clinical recording,
- communication with referrer, and
- preparation of a Chiropractic Management Plan when indicated.

Normal practice means premises in or from which a Chiropractor regularly operates a chiropractic practice and treats patients. It also includes facilities where services may be delivered on a regular or contract basis.

Report writing occurs when a Chiropractor is requested by the insurer to compile a written report other than the Chiropractic Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service. Payment will not be made in advance of receipt of the report.

Standard consultation and treatment means treatment sessions provided subsequent to the Initial consultation and includes:

- re-assessment,
- intervention/treatment,
- clinical recording, and
- preparation of a Chiropractic Management Plan when indicated.

Telehealth services means video consultations. Chiropractors must consider the appropriateness of this mode of service delivery for each injured worker on a case-by-case basis. Telehealth services require pre-approval from the insurer and must be consented to by all parties – the injured worker, Chiropractor and insurer. Phone consultations are not payable in the NSW workers compensation system. Service providers are responsible for delivering telehealth services in accordance with the principles of professional conduct and the relevant professional and practice guidelines to ensure that all care is taken to ensure the safety, appropriateness and effectiveness of the service.

The Act means the Workers Compensation Act 1987.

Travel rates can be claimed when the most appropriate clinical management of the patient requires the Chiropractor to travel away from their normal practice. Travel costs do not apply where the Chiropractor provides contracted services to facilities such as a private hospital, hydrotherapy pool, workplace or gymnasium. Where multiple patients are being treated in the same visit, it is expected the travel charge will be divided accordingly. The insurer must provide pre-approval for such a service.

Two (2) distinct areas means where two separate compensable injuries or conditions are assessed and treated and where treatment applied to one condition does not affect the symptoms of the other injury e.g. neck condition plus post fracture wrist. It does not include a condition with referred symptoms to another area.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved Chiropractor means a Chiropractor who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Chiropractic services and, at the time of providing the service, has a current, active WorkCover approval number

Work related activity assessment, consultation and treatment means a one hour session provided on a one-to-one basis for work related activity. This includes:

- Assessment/reassessment
 - assessment of current condition including functional status
 - review of previous treatment
- Goal setting and treatment/work related activity planning
- Delivery of the intervention/treatment
- Clinical recording
- Communication with key parties, and
- Preparation of a Chiropractic Management Plan when indicated.

4. Application of Order

This Order applies to treatment provided on or after 1 April 2014 whether it relates to an injury received before, on or after that date.

5. Maximum fees for chiropractic treatment generally

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a Chiropractor, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Chiropractor to provide treatment of a type specified in any of items CHX005, CHX006, CHX071, CHX072 or CHX073 in Schedule A at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item CHX009 in Column 2 of Schedule A, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items CHX001, CHX002, CHX031, CHX032, CHX033 or CHX010 in Schedule A and require insurer pre-approval.
- (4) This clause does not apply to treatment by a WorkCover approved Chiropractor.

6. Higher maximum fees for treatment by WorkCover approved Chiropractors

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by a Chiropractor, who is a WorkCover approved Chiropractor, being treatment of a type specified in Column 1 of Schedule B to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Chiropractor to provide treatment of a type specified in any of items CHA005, CHA006, CHA071, CHA072 or CHA073 in Schedule B at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item CHA009 in Column 2 of Schedule B, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items CHA001, CHA002, CHA031, CHA032, CHA033 or CHA010 in Schedule B and require insurer pre-approval.

7. Services provided interstate

Any chiropractic treatment related services provided to a NSW injured worker in a State/Territory other than NSW, must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Chiropractor. The service provider must adhere to the NSW Workers Compensation system requirements including but not limited to submission of Chiropractic Management Plans, approval for services, etc.

8. External facility fees

In the exceptional circumstance where approval is given for treatment to be provided at an external facility such as a gymnasium or pool, the facility (and not the service provider) is to invoice the insurer directly under code OTT006. An entry fee will not be paid where the facility is owned or operated by the treatment provider or the provider contracts their services to the facility.

9. Goods and Services Tax

- (1) Chiropractic treatment services provided by a Chiropractor directly to a worker are GST free.
- (2) Case Conferences, report writing and travel services provided by a Chiropractor are subject to GST.
- (3) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit an allied health practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

SCHEDULE A

Maximum Fees for Chiropractors Generally

| <i>Item</i> | <i>Column 1 Type of Treatment</i> | <i>Column 2 Maximum Amount (\$) (excl. GST)</i> |
|------------------------|---|---|
| Normal Practice | | |
| CHX001 | Initial consultation and treatment | 50.00 |
| CHX002 | Standard consultation and treatment | 40.00 |
| CHX031 | Initial consultation and treatment of two (2) distinct areas | 75.00 |
| CHX032 | Standard consultation and treatment of two (2) distinct areas | 60.00 |
| CHX033 | Complex treatment | 80.00 |
| CHX010 | Group/class intervention | 30/participant |
| CHX004 | Spine X-rays performed by a Chiropractor | 99.20 |

| <i>Item</i> | <i>Column 1 Type of Treatment</i> | <i>Column 2 Maximum Amount (\$) (excl. GST)</i> |
|-------------------|--|---|
| Home Visit | | |
| CHX005 | Initial consultation and treatment | 62.00 |
| CHX006 | Standard consultation and treatment | 50.00 |
| CHX071 | Initial consultation and treatment of two (2) distinct areas | 94.00 |
| CHX072 | Standard consultation and treatment of two (2) distinct areas | 75.00 |
| CHX073 | Complex treatment | 100.00 |
| Other | | |
| CHX081 | Case Conference | 100/hour |
| CHX082 | Report writing | 100.00 (maximum) |
| CHX009 | Travel | 1.00 per kilometre |
| OAD001 | Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note: This code does not apply to external facility fees</i> | All items require insurer pre-approval. |
| WCO005 | Fees for providing copies of medical notes and records. | The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages. |

SCHEDULE B

Maximum Fees for WorkCover Approved Chiropractors

| <i>Item</i> | <i>Column 1 Type of Treatment</i> | <i>Column 2 Maximum Amount (\$) (excl. GST)</i> |
|------------------------|--|---|
| Normal Practice | | |
| CHA001 | Initial consultation and treatment | 86.20 |
| CHA002 | Standard consultation and treatment | 73.00 |
| CHA031 | Initial consultation and treatment of two (2) distinct areas | 130.00 |
| CHA032 | Standard consultation and treatment of two (2) distinct areas | 110.10 |
| CHA033 | Complex treatment | 145.90 |
| CHA010 | Group/class intervention | 51.80/participant |
| CHA004 | Spine X-rays performed by a Chiropractor | 131.60 |
| Home Visit | | |
| CHA005 | Initial consultation and treatment | 106.10 |
| CHA006 | Standard consultation and treatment | 84.90 |
| CHA071 | Initial consultation and treatment of two (2) distinct areas | 156.50 |
| CHA072 | Standard consultation and treatment of two (2) distinct areas | 134.00 |
| CHA073 | Complex treatment | 172.40 |
| Other | | |
| CHA081 | Case Conference, Report writing | 172.40/hour (maximum) |
| CHA082 | Work related activity assessment, consultation and treatment | 172.40 (maximum) |
| CHA009 | Travel | 1.60/kilometre |
| OAD001 | Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note: This code does not apply to external facility fees</i> | All items require insurer pre-approval. |
| WCO005 | Fees for providing copies of medical notes and records. | The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages. |

Note: Fees will only be paid after services have been rendered.

WORKERS COMPENSATION (OSTEOPATHY FEES) ORDER 2014 (NO. 2)

under the
Workers Compensation Act 1987

I, Julie Newman, Chief Executive Officer of the WorkCover Authority of New South Wales, make the following Order, pursuant to section 61 (2) of the Workers Compensation Act 1987.

Dated this 24th day of March 2014.

JULIE NEWMAN, P.S.M.,
Chief Executive Officer,
WorkCover Authority

Explanatory Note

Treatment by an Osteopath is one of the categories of medical and related treatment covered under the Workers Compensation Act 1987. This Order sets the maximum fees for which an employer is liable under the Act for treatment by an Osteopath of an injured worker's work related injury.

Schedule A to this Order provides for maximum fees for Osteopaths generally. Schedule B to this Order provides higher maximum fee levels for WorkCover approved Osteopaths. WorkCover approved Osteopaths have participated in training courses approved or run by WorkCover.

This Order makes provision for Osteopathy Management Plans and the approval by workers compensation insurers of certain Osteopathy services. Injured workers are not liable for the cost of any medical or related treatment. Employers are liable for the cost of treatment. Employers are only liable to pay the amounts for Osteopathy services set out in this Order.

The incorrect use of any item referred to in this Order can result in penalties, including the Osteopath being asked to repay monies to WorkCover that the provider has incorrectly received.

Workers Compensation (Osteopathy Fees) Order 2014 (No. 2)**1. Name of Order**

This Order is the Workers Compensation (Osteopathy Fees) Order 2014 (No. 2).

2. Commencement

This Order commences on 1 April 2014.

3. Definitions

In this Order:

Case Conference means a face-to-face meeting or teleconference with any or all of the following parties – nominated treating doctor, workplace rehabilitation provider, employer, insurer or injured worker – to discuss a worker's return to work plan and/or strategies to improve a worker's capacity for work. File notes of Case Conferences are to be documented in the Osteopath's records indicating discussion and outcomes. This information may be required for invoicing purposes. Discussions between treating doctors and practitioners relating to treatment are considered a normal interaction between referring doctor and practitioner and are not to be charged.

Complex treatment means treatment related to complex pathology and clinical presentation including, but not limited to, extensive burns, complicated hand injuries involving multiple joints and tissues and some complex neurological conditions, spinal cord injuries, head injuries and major trauma. Provision of complex treatment requires pre-approval from the insurer. It is expected that only a small number of claimants will require treatment falling within this category.

Group/class intervention occurs where an Osteopath delivers a common service to more than one person at the same time. Examples are exercise and education groups. Maximum class size is six (6) participants. An Osteopathy Management Plan is required for each worker participant.

GST means the Goods and Services Tax payable under the GST Law; and

GST Law has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 of the Commonwealth.

Home visit applies in cases where, due to the effects of the injuries sustained, the worker is unable to travel. The home visit must be the best and most cost-effective option allowing the Osteopath to travel to the worker's home to deliver treatment. Provision of home treatment requires pre-approval from the insurer.

Incidental expenses means reasonable expenses for items the worker actually takes with them for independent use at home (e.g. strapping tape, theraband, exercise putty, walking stick). This does not apply to consumables used during a consultation or exercise handouts. All incidental expenses items must be pre-approved by the insurer. A description of the item should appear on the invoice forwarded to the insurer.

Initial consultation and treatment means the first session provided by the Osteopath in respect of an injury which includes:

- history taking,
- physical assessment,
- diagnostic formulation,
- goal setting and treatment planning,

- treatment/service,
- clinical recording,
- communication with referrer, and
- preparation of an Osteopathy Management Plan when indicated.

Normal practice means premises in or from which an Osteopath regularly operates an Osteopathy practice and treats patients. It also includes facilities where services may be delivered on a regular or contract basis such as a gymnasium, private hospital or workplace.

Osteopath means an Osteopath registered under the Health Practitioner Regulation National Law (NSW) No. 86a.

Osteopathy Management Plan means the document used by the Osteopath to indicate treatment timeframe and anticipated outcomes for an injured worker to the relevant workers compensation insurer. An Osteopathy Management Plan provides the mechanism to request approval from the relevant workers compensation insurer for treatment beyond:

- (a) the initial eight (8) consultations (when an injured worker has not attended for any previous treatment of a physical nature for this injury) or
- (b) the initial consultation/treatment (when an injured worker has attended for previous treatment of a physical nature for this injury).

An Osteopathy Management Plan can request approval for up to an additional eight (8) osteopathy consultations unless otherwise approved by the insurer.

Osteopathy refers to all treatment related services provided by an Osteopath and listed in Schedules A and B.

Report writing occurs when an Osteopath is requested by the insurer to compile a written report, other than the Osteopathy Management Plan, providing details of the worker's treatment, progress and work capacity. The insurer must provide pre-approval for such a service. Payment will not be made in advance of receipt of the report.

Standard consultation and treatment means treatment sessions provided subsequent to the Initial consultation and includes:

- re-assessment,
- intervention/treatment,
- clinical recording, and
- preparation of an Osteopathy Management Plan when indicated.

Telehealth services means video consultations. Osteopaths must consider the appropriateness of this mode of service delivery for each injured worker on a case-by-case basis. Telehealth services require pre-approval from the insurer and must be consented to by all parties – the injured worker, Osteopath and insurer. Phone consultations are not payable in the NSW workers compensation system. Service providers are responsible for delivering telehealth services in accordance with the principles of professional conduct and the relevant professional and practice guidelines to ensure that all care is taken to ensure the safety, appropriateness and effectiveness of the service.

The Act means the Workers Compensation Act 1987.

Travel rates can be claimed when the most appropriate clinical management of the patient requires the Osteopath to travel away from their normal practice. Travel costs do not apply where the Osteopath provides contracted services to facilities such as a private hospital, workplace or gymnasium. Where multiple patients are being treated in the same visit, it is expected the travel charge will be divided accordingly. The insurer must provide pre-approval for such a service.

Two distinct areas means where two (2) separate compensable injuries or conditions are assessed and treated and where treatment applied to one condition does not affect the symptoms of the other injury e.g. neck condition plus post fracture wrist. It does not include a condition with referred symptoms to another area.

WorkCover means the WorkCover Authority of New South Wales.

WorkCover approved Osteopath means an Osteopath who has, either before or after the commencement of this Order, by a date notified by WorkCover, been approved by WorkCover to provide Osteopathy services and, at the time of the service, has a current, active WorkCover approval number.

Work Related Activity assessment, consultation and treatment means a one hour session provided on a one-to-one basis for work related activity. This includes:

- Assessment/reassessment
 - assessment of current condition including functional status
 - review of the previous treatment,
- Goal setting and treatment/work related activity planning
- Delivery of intervention/treatment
- Clinical recording
- Communication with key parties, and
- Preparation of an Osteopathy Management Plan when indicated.

4. Application of Order

This Order applies to treatment provided on or after 1 April 2014 whether it relates to an injury received before, on or after that date.

5. Maximum fees for Osteopathy treatment generally

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by an Osteopath, being treatment of a type specified in Column 1 of Schedule A to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for an Osteopath to provide treatment of a type specified in any of items OSX007 to OSX011 in Schedule A at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item OSX014 in Column 2 of Schedule A, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items OSX001 to OSX006 in Schedule A and require insurer pre-approval.
- (4) This clause does not apply to treatment by a WorkCover approved Osteopath.

6. Higher maximum fees for WorkCover approved Osteopaths

- (1) The maximum fee amount for which an employer is liable under the Act for treatment of an injured worker by an Osteopath, who is a WorkCover approved Osteopath, being treatment of a type specified in Column 1 of Schedule B to this Order, is the corresponding amount specified in Column 2 of that Schedule.
- (2) If it is reasonably necessary for a Osteopath to provide treatment of a type specified in any of items OSA007 to OSA011 in Schedule B at the worker's home, the maximum fee amount for which an employer would otherwise be liable under the Act for that type of treatment is increased by an amount calculated at the rate per kilometre (for the number of kilometres of travel reasonably involved) specified for item OSA014 in Column 2 of Schedule B, where this service has been pre-approved by the insurer.
- (3) Telehealth services are to be billed according to the appropriate items OSA001 to OSA006 in Schedule B and require insurer pre-approval.

7. Services provided interstate

Any osteopathy treatment related services provided to a NSW injured worker in a State/Territory other than NSW must be paid in accordance with the fee that would apply to the workers compensation jurisdiction of the State/Territory of service, up to the maximum amount allowable under the WorkCover NSW fee Schedule. In such instances the service provider number is INT0000 and the payment classification code is the one that is relevant to a WorkCover approved Osteopath. The service provider must adhere to the NSW Workers Compensation system requirements including but not limited to submission of Osteopathy Management Plans, approval for services, etc.

8. External facility fees

In the exceptional circumstance where approval is given for treatment to be provided at an external facility such as a gymnasium or pool, the facility (and not the service provider) is to invoice the insurer directly under code OTT006. An entry fee will not be paid where the facility is owned or operated by the treatment provider or the provider contracts their services to the facility.

9. Goods and Services Tax

- (1) Osteopathy services provided by a registered Osteopath directly to the injured worker are GST free.
- (2) Case Conferences, report writing and travel services provided by an Osteopath in relation to their treatment of a worker are subject to GST.
- (3) An amount fixed by this Order is exclusive of GST. An amount fixed by this Order may be increased by the amount of any GST payable in respect of the service to which the cost relates, and the cost so increased is taken to be the amount fixed by this Order. This clause does not permit an allied health practitioner to charge or recover more than the amount of GST payable in respect of the service to which the cost relates.

SCHEDULE A

Maximum Fees for Osteopaths Generally

| <i>Item</i> | <i>Column 1 Type of Treatment</i> | <i>Column 2 Maximum Amount (\$) (excl. GST)</i> |
|------------------------|---|---|
| Normal Practice | | |
| OSX001 | Initial consultation and treatment | 50.00 |
| OSX002 | Standard consultation and treatment | 40.00 |
| OSX003 | Initial consultation and treatment of two (2) distinct areas | 75.00 |
| OSX004 | Standard consultation and treatment of two (2) distinct areas | 60.00 |
| OSX005 | Complex treatment | 80.00 |
| OSX006 | Group/class intervention | 30/participant |

| <i>Item</i> | <i>Column 1 Type of Treatment</i> | <i>Column 2 Maximum Amount (\$) (excl. GST)</i> |
|-------------------|--|---|
| Home Visit | | |
| OSX007 | Initial consultation and treatment | 62.00 |
| OSX008 | Standard consultation and treatment | 50.00 |
| OSX009 | Initial consultation and treatment of two (2) distinct areas | 94.00 |
| OSX010 | Standard consultation and treatment of two (2) distinct areas | 75.00 |
| OSX011 | Complex treatment | 100.00 |
| Other | | |
| OSX012 | Case conference | 100/hour |
| OSX013 | Report writing | 100.00 (maximum) |
| OSX014 | Travel | 1.00 per kilometre |
| OAD001 | Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note: This code does not apply to external facility fees</i> | All items require insurer pre-approval. |
| WCO005 | Fees for providing copies of medical notes and records. | The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages. |

SCHEDULE B

Maximum Fees for WorkCover Approved Osteopaths

| <i>Item</i> | <i>Column 1 Type of Treatment</i> | <i>Column 2 Maximum Amount (\$) (excl. GST)</i> |
|------------------------|--|---|
| Normal Practice | | |
| OSA001 | Initial consultation and treatment | 86.20 |
| OSA002 | Standard consultation and treatment | 73.00 |
| OSA003 | Initial consultation and treatment of two (2) distinct areas | 130.00 |
| OSA004 | Standard consultation and treatment of two (2) distinct areas | 110.10 |
| OSA005 | Complex treatment | 145.90 |
| OSA006 | Group/class intervention | 51.80/participant |
| Home Visit | | |
| OSA007 | Initial consultation and treatment | 106.10 |
| OSA008 | Standard consultation and treatment | 84.90 |
| OSA009 | Initial consultation and treatment of two (2) distinct areas | 156.50 |
| OSA010 | Standard consultation and treatment of two (2) distinct areas | 134.00 |
| OSA011 | Complex treatment | 172.40 |
| Other | | |
| OSA012 | Case conference, Report writing | 172.40/hour (maximum) |
| OSA013 | Work Related Activity assessment, consultation and treatment | 172.40 (maximum) |
| OSA014 | Travel | 1.60/kilometre |
| OAD001 | Incidental expenses e.g. strapping, tape, theraband, exercise putty, etc. <i>Note: This code does not apply to external facility fees</i> | All items require insurer pre-approval. |
| WCO005 | Fees for providing copies of medical notes and records. | The maximum fee for providing copies of medical records is \$35 (for 33 pages or less) and an additional \$1.25 per page if more than 33 pages. |

Note: Fees will only be paid after services have been rendered.

PRIVATE ADVERTISEMENTS

COUNCIL NOTICES

ALBURY CITY COUNCIL

Roads Act 1993, Section 162

NOTICE is hereby given that Albury City Council, pursuant to section 162 of the Roads Act 1993, has named the following road:

CLIVE COURT

Clive Court will be approximately 150m long and come off the western side of the proposed northern extension of Lara Lake Road, Table Top. The entrance to Clive Court off Lara Lake Road is approximately 200m north of the intersection of Lakeview Drive with Lara Lake Road.

F. ZAKNICH, General Manager, Albury City Council,
553 Kiewa Street, Albury NSW 2640. [7441]

BLUE MOUNTAINS CITY COUNCIL

ERRATUM

THE notice published in the *NSW Government Gazette* of 21 March 2014 on page 1016 under the heading 'Naming of Bridge', contained an error. The notice is hereunder republished in full. The gazettal date remains the same:

Naming of Bridge

NOTICE is hereby given that pursuant to the Roads Act 1993, No. 33, Roads (General) Regulation 2000, Division 2, Clause 7-10, Blue Mountains City Council has endorsed the existing pedestrian bridge over the Great Western Highway at Hazelbrook Primary School, Hazelbrook, as the STANLEY HEWITT BIGNELL BRIDGE. Blue Mountains City Council, Locked Bag 1005, Katoomba NSW 2780. [7442]

CITY OF CANTERBURY

Renaming of Road

ERRATUM

THE notice which was published in *NSW Government Gazette* No. 29 on 21 March 2014 at Folio 1016 under heading CITY OF CANTERBURY was published with an error. The notice is republished in full hereunder:

NOTICE is hereby given that City of Canterbury Council, in accordance with section 162 of the Roads Act 1993 and Part 2, Division 2 of the Roads Regulation 2008, has renamed the following section of road:

| <i>Location/Description</i> | <i>Road Name</i> |
|--|------------------|
| In the suburb of Narwee, the section of Peshurst Road, between the railway line and Broadarrow Road. | Hurst Place |

JIM MONTAGUE, General Manager, City of Canterbury,
PO Box 77, Campsie NSW 2194.

INVERELL SHIRE COUNCIL

Roads Act 1993

Re-Naming of Road

NOTICE is hereby given that Inverell Shire Council, in pursuance of section 162 of the Roads Act 1993, has renamed the following road:

| <i>Description/location</i> | <i>New road name</i> |
|--|----------------------|
| Bruxner Highway – The entire length of the road within the Inverell Local Government Area; from the boundary with Tenterfield Shire Council to the boundary with Gwydir Shire Council. | Bruxner Way |

P. HENRY, General Manager, Inverell Shire Council, 144 Otho Street (PO Box 138), Inverell NSW 2360. [7443]

LIVERPOOL CITY COUNCIL

Roads Act 1993 – Section 162

Roads Regulation 2008 – Clause 9

Naming of Public Roads

NOTICE is hereby given that Liverpool City Council, pursuant to the abovementioned act and regulation, has named the roads described hereunder:

SPLIT CLOSE

ZAGREB STREET

The subject roads are within the suburb of Prestons and intersect Skipton Lane.

F. PORTELLI, Chief Executive Officer, Liverpool City Council, Locked Bag 7064, Liverpool BC NSW 1871. [7444]

GREATER TAREE CITY COUNCIL

Roads Act 1993 – Section 162

Roads Regulation 2008

Naming of Public Roads

NOTICE is hereby given that Greater Taree City Council, in pursuance of the above act and regulation, of the formal adoption of the following road name as shown hereunder:

- BIRIPI WAY, TAREE

A new road commencing at the new roundabout on Manning River Drive, Taree, Lots 1 and 2, DP 862928.

GERARD JOSE, General Manager, Greater Taree City Council, PO Box 482, Taree NSW 2430. [7445]

WILLOUGHBY CITY COUNCIL

Roads Act 1993, Section 16

NOTICE is hereby given that Willoughby City Council dedicates the land described in the schedule below as public road under section 16 of the Roads Act 1993. GENERAL MANAGER, Willoughby City Council, Level 4, 31 Victor Street, Chatswood NSW 2067.

SCHEDULE

Part of Scott Street, Artarmon being a road provided for an Old System subdivision called Ryans Estate filed as DP 977055 and being part of land contained in Conveyance Book 401 No. 519 [7446]

ESTATE NOTICES

NOTICE of intended of distribution of estate. – Any person having any claim upon the estate of FABIAN LUKKEN, late of 522/6 Cowper Wharf Road, Woolloomooloo in the State of New South Wales, Information Technology Consultant, who died on 31 August 2012, must send particulars of the claim to the administrator of the estate, Christine Brown, c.o. Pure Legal, Solicitors, 23 Hunter Street, Sydney NSW 2000, by 27 April 2014, after which date the administrator will distribute the assets having regard only to the claims of which she has notice. Letters of Administration were granted in New South Wales on 12 February 2013. PURE LEGAL, Solicitors, 23 Hunter Street, Sydney NSW 2000, tel.: (02) 9223 2116. [7447]

COMPANY NOTICES

NOTICE of dissolution of partnership. – Notice is hereby given that the partnership previously subsisting between Maysviv Nominees Pty Ltd (ACN 147 869 707), Mason Group (Aust) Pty Ltd (ACN 109 276 931), Treship Pty Ltd (ACN 118 826 869), DWB Developments Pty Ltd (ACN 130 889 931) and Davco Investments (NSW) Pty Ltd (ACN 118 807 506) carrying on business as Insurance Brokers at 203/270 Pacific Highway, Crows Nest New South Wales, under the style or firm of MBS INSURANCE BROKING has been dissolved as from the 31st day of October 2013 so far as concerns the said Maysviv Nominees Pty Ltd who retires from the said firm. [7448]

OTHER NOTICES

ESSENTIAL ENERGY

Electricity Supply Act 1995

Land Acquisition (Just Terms Compensation) Act 1991

Notice of Compulsory Acquisition of Easements for Electricity Purposes between Cooma and Bega

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

Dated this 19th day of March 2014. VINCE GRAHAM, Chief Executive Officer, Essential Energy, PO Box 5730, Port Macquarie NSW 2444.

SCHEDULE 1

| No. | Interest In Land | Locality | LGA | Parish | County |
|-----|---|---------------------|-----------------------------------|---------------------|-----------|
| 1. | Easement for overhead powerlines 30 wide affecting Lot 7301 in DP 1133948 and Lot 7003 in DP 1033078 shown as "Proposed Easement 30 wide and 50 wide" in DP 1144991 | Cooma/ Rock Flat | Cooma- Monaro Shire Council | Cooma/ Dangelong | Beresford |
| 2. | Easement for overhead powerlines 30 wide affecting the Crown road south of Lot 368 in DP 750535 shown as "Proposed Easement 30 wide and 50 wide" in DP 1144991 | Cooma | Cooma- Monaro Shire Council | Cooma | Beresford |
| 3. | Easement for overhead powerlines 30 wide affecting the Crown road south of Lot 1 in DP 241234 shown as "Proposed Easement 30 wide and 50 wide" in DP 1144991 | Middle Flat | Cooma- Monaro Shire Council | Bunyan | Beresford |
| 4. | Easement for overhead powerlines 30 wide affecting the Crown road dissecting Lot 1 in DP 1073242 shown as "Proposed Easement 30 wide and 50 wide" in DP 1144991 | Rock Flat | Cooma- Monaro Shire Council | Bunyan | Beresford |

| <i>No.</i> | <i>Interest In Land</i> | <i>Locality</i> | <i>LGA</i> | <i>Parish</i> | <i>County</i> |
|------------|--|-----------------|----------------------------|---------------|---------------|
| 5. | Easement for overhead powerlines 30 wide affecting the Crown road dissecting Lot 62 in DP 750530 shown as "Proposed Easement 30 wide and 50 wide" in DP 1144991 | Rock Flat | Cooma-Monaro Shire Council | Bunyan | Beresford |
| 6. | Easement for overhead powerlines 30 wide affecting the Crown road dissecting Lots 61 and 62 in DP 750530 shown as "Proposed Easement 30 wide and 50 wide" in DP 1144991 | Rock Flat | Cooma-Monaro Shire Council | Bunyan | Beresford |
| 7. | Easement for overhead powerlines 30 wide affecting the Crown road dissecting Lot 56 in DP 750555 shown as "Proposed Easement 30 wide and 70 wide" in DP 1145001 | Rock Flat | Cooma-Monaro Shire Council | Palmerston | Beresford |
| 8. | Easement for overhead powerlines 30 wide affecting the Crown road north of Lot 80 in DP 750555 shown as "Proposed Easement 30 wide and 70 wide" in DP 1145001 | Rock Flat | Cooma-Monaro Shire Council | Palmerston | Beresford |
| 9. | Easement for overhead powerlines 30 wide affecting the Crown road dissecting Lot 94 in DP 750555 shown as "Proposed Easement 30 wide and 70 wide" in DP 1145001 | Rock Flat | Cooma-Monaro Shire Council | Palmerston | Beresford |
| 10. | Easement for overhead powerlines 30 wide affecting the Crown road dissecting Lot 1 in DP 748868 shown as "Proposed Easement 30 wide and 70 wide" in DP 1145001 | Rock Flat | Cooma-Monaro Shire Council | Bulgundramine | Beresford |
| 11. | Easement for overhead powerlines 30 wide affecting the Crown road dissecting Lot 2 in DP 748868 shown as "Proposed Easement 30 wide and 70 wide" in DP 1145001 | Rock Flat | Cooma-Monaro Shire Council | Bulgundramine | Beresford |
| 12. | Easement for overhead powerlines 30 wide affecting the Crown road north of Lot 50 in DP 756849 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145008 | Nimmitabel | Cooma-Monaro Shire Council | Nimmitabel | Wellesley |
| 13. | Easement for overhead powerlines 30 wide affecting the Crown road south of Lot 50 in DP 756849 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145008 | Nimmitabel | Cooma-Monaro Shire Council | Nimmitabel | Wellesley |
| 14. | Easement for overhead powerlines 30 wide affecting the Crown road east of Lot 4 in DP 1112644 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145008 | Nimmitabel | Cooma-Monaro Shire Council | Nimmitabel | Wellesley |
| 15. | Easement for overhead powerlines 30 wide affecting the Crown road north east of Lot 50 in DP 750566 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145008 | Winifred | Cooma-Monaro Shire Council | Winifred | Wellesley |
| 16. | Easement for overhead powerlines 30 wide and 50 wide affecting the Crown road south of Lot 124 in DP 756833 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145008 | Steeple Flat | Cooma-Monaro Shire Council | Glenbog | Wellesley |

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|------------|--|-----------------|--|-------------------|----------------------|
| 17. | Easement for overhead powerlines 30 wide affecting the Crown road dissecting Lot 46 in DP 756833 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145008 | Steeple Flat | Cooma-Monaro Shire Council | Glenbog | Wellesley |
| 18. | Easement for overhead powerlines 30 wide affecting the Crown road south of Lot 46 in DP 756833 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145008 | Steeple Flat | Cooma-Monaro Shire Council | Glenbog | Wellesley |
| 19. | Easement for overhead powerlines variable width affecting the Crown road between Lot 65 in DP 756833 and Lot 148 in DP 750203 shown as "Proposed Easement 30 wide and 50 wide" in DP 1156840 | Steeple Flat | Cooma-Monaro Shire Council & Bega Valley Shire Council | Glenbog & Colombo | Wellesley & Auckland |
| 20. | Easement for overhead powerlines variable width affecting the Crown road dissecting Lot 148 in DP 750203 shown as "Proposed Easement 30 wide and 50 wide" in DP 1156840 | Steeple Flat | Bega Valley Shire Council | Colombo | Auckland |
| 21. | Easement for overhead powerlines variable width affecting the Crown road dissecting Lot 5 in DP 750203 shown as "Proposed Easement 30 wide and 50 wide" in DP 1156840 | Steeple Flat | Bega Valley Shire Council | Colombo | Auckland |
| 22. | Easement for overhead powerlines 30 wide affecting the Crown road west of Lot 28 in DP 750237 shown as "Proposed Easement 30 wide and 50 wide" in DP 1156840 | Bemboka | Bega Valley Shire Council | Werri Berri | Auckland |
| 23. | Easement for overhead powerlines 30 wide affecting the Crown road east of Lot 15 in DP 750237 shown as "Proposed Easement 30 wide and 50 wide" in DP 1156840 | Bemboka | Bega Valley Shire Council | Werri Berri | Auckland |
| 24. | Easement for overhead powerlines 30 wide affecting the Crown road east of Lot 11 in DP 750237 shown as "Proposed Easement 30 wide and 50 wide" in DP 1156840 | Bemboka | Bega Valley Shire Council | Werri Berri | Auckland |
| 25. | Easement for overhead powerlines 30 wide affecting the Crown road north of Lot 10 in DP 750226 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145547 | Bemboka | Bega Valley Shire Council | Ooranook | Auckland |
| 26. | Easement for overhead powerlines 30 wide affecting the Crown road west of Lot 4 in DP 397206 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145547 | Bemboka | Bega Valley Shire Council | Ooranook | Auckland |
| 27. | Easement for overhead powerlines 30 wide affecting the Crown road west of Lot 224 in DP 750224 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145547 | Bemboka | Bega Valley Shire Council | Ooranook | Auckland |
| 28. | Easement for overhead powerlines 30 wide affecting the Crown road east of Lot 194 in DP 750224 shown as "Proposed Easement 30 wide and 50 wide" in DP 1145547 | Morans Crossing | Bega Valley Shire Council | Numbugga | Auckland |

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|------------|---|-----------------|---------------------------|---------------|---------------|
| 29. | Easement for overhead powerlines 30 wide affecting the Crown road dissecting Lot 771 in DP 1117751 shown as "Proposed Easement 30 wide and 50 wide" in DP 1153407 | Morans Crossing | Bega Valley Shire Council | Numbugga | Auckland |
| 30. | Easement for overhead powerlines variable width affecting the Crown road north of Lot 2 in DP 1106677, dissecting Lot 7 in DP 844577 and south of Lot 7 in DP 844577 shown as "Proposed Easement 30 wide and 50 wide" in DP 1153407 | Buckajo | Bega Valley Shire Council | Meringo | Auckland |
| 31. | Easement for overhead powerlines 30 wide and variable affecting the Crown road dissecting Lot 322 in DP 750216 shown as "Proposed Easement 30 wide and 50 wide" in DP 1153407 | Buckajo | Bega Valley Shire Council | Meringo | Auckland |
| 32. | Easement for overhead powerlines 30 wide and variable affecting the Crown road (Buckajo Road) east of Lot 72 in DP 1138142 shown as "Proposed Easement 30 wide" in DP 1170260 | Buckajo | Bega Valley Shire Council | Meringo | Auckland |
| 33. | Easement for overhead powerlines 30 wide affecting the Crown road south of Lot 1 in DP 986507 shown as "Proposed easement for Transmission Lines 30 wide" in DP 1170260 | Imlay | Bega Valley Shire Council | Bega | Auckland |

SCHEDULE 2

The easements for overhead powerlines described in Schedule 1 are on the terms set out in Part A of Memorandum No. AG189384 registered on the Register held under the Real Property Act 1900. [7449]

By Authority

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