

Government Gazette

of the State of

New South Wales

Number 92

Friday, 11 November 2016

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

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

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GOVERNMENT NOTICES

Miscellaneous Instruments

PUBLIC LOTTERIES ACT 1996

Amendments to Keno Rules

I, the Honourable Troy Wayne Grant, MP, Deputy Premier and Minister for Racing, being the Minister administering the *Public Lotteries Act 1996* (hereinafter referred to as “the Act”) pursuant to section 23 (1) of the Act do hereby approve the Rules annexed to this instrument for the conduct of Games of Keno by the joint licensees ClubKeno Holdings Pty Ltd and Keno (NSW) Pty Ltd.

This approval takes effect on and from the date of gazettal.

The Hon TROY GRANT MP
Deputy Premier
Minister for Racing

KENO RULES

1. General

These Rules govern the playing of Keno and are effective on and from 11 November 2016.

Subject to the Act and these Rules, the Game of Keno is the exclusive responsibility of the Licensees and the Venues.

2. Definitions

- (a) In these Rules unless inconsistent with the context:
- (i) **“Act”** means the Public Lotteries Act 1996 and any regulations made thereunder, as may be amended from time to time;
 - (ii) **“Approved”** means approved in writing by the Minister and “Approval” has a corresponding meaning;
 - (iii) **“Backup Site”** means the site at which the computer system which acts as a backup to the Central Site Computer is located;
 - (iv) **“Bonus Prize”** means an Approved prize offered to Subscribers to a Game of Keno over and above those prizes indicated on any Schedule of Prizes, but excludes Jackpot Guarantees;
 - (v) **“Box” or “Boxed”** means an option on the “Quinella Place”, “Quinella”, “Exact Quinella”, “Trio”, “Trifecta”, “Quartet”, “Five Up” and “Superfecta” bet types in a game of Keno Racing that allows a Subscriber to forecast the result of the game by combining their selected Rows into all possible combinations on one Entry. A Subscription is payable in respect of each combination;
 - (vi) **“Casino Licensee”** means a holder of a licence granted under Section 18 of the Casino Control Act 1992;
 - (vii) **“Cash Game”** means a game in which an approved Bonus Prize is offered.
 - (viii) **“Cash Voucher”** means a ticket issued by a Terminal and exchanged for cash or received in lieu of cash that a Subscriber may use to make an Entry to a Game of Keno, receive as all or part of the Total Prize Money, receive as change from an Entry to a Game of Keno and which may be redeemed for the face value of the ticket in cash;
 - (ix) **“Category”**, and references to a game being of a particular “Category”, means a Category listed in a table in the licence held by the Licensees, which governs the apportionment of each Subscription for each game and the Keno Prize Fund Contribution. Each type of game is allocated a Category under these Rules;
 - (x) **“Central Site”** means the site at which the Central Site Computer is operative and in direct control of the computing of the Game of Keno;
 - (xi) **“Central Site Computer”** means the computer system that is used to process, store and display the Game of Keno;
 - (xii) **“Chip”** means a chip issued by a Casino Licensee under the Casino Control Act 1992;
 - (xiii) **“Club”** means a club holding a certificate of registration under the Registered Clubs Act 1976.
 - (xiv) **“Column” or “Columns”** means the 12 numbers in 1 column of the Keno Roulette Grid whereby:
 - Column 1 means the numbers: 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, 31 and 34,
 - Column 2 means the numbers: 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32 and 35 and
 - Column 3 means the numbers: 3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33 and 36;
 - (xv) **“Combination”** means a combination of 1 to 10, 15, 20 and 40 Spots selected by the

Subscriber from the 80 available numbers, where each Combination is taken to be a separate Game played by the Subscriber;

- (xvi) **“Combination Bet”** means an advanced form of Entry whereby a Subscriber may play 2 or more different Combinations in the same game on the same Entry;

The Subscriber (or in the case of a Standard Superplay, the Central Site Computer) selects the Spots and creates non-intersecting groups of those Spots (“Groups”) on the one Entry. A Group may comprise of a minimum one Spot only. A Spot may not form (and will not be counted as forming) part of more than one Group. All Spots forming part of a particular Group will be identified on the Receipt Ticket by the same alpha or alpha numeric character, which character will be different from the characters allocated to the Spots comprising other Groups.

The Combinations are formed by combining all the Spots in a Group or by combining all the Spots in a Group with all the Spots in another Group or Groups. The Subscriber must nominate the types of Combinations (except in the case of a Superplay, in which case the types of Combinations are pre-programmed), the amount to be wagered for each Combination and the number of games to be played. A Subscriber may (but need not) nominate all types of Combinations capable of being formed using the Groups selected (“All Combinations Bet”). For each type of Combination, the Subscriber must play the maximum number of Combinations which can be played using the Groups selected. This maximum number is as calculated by the Central Site Computer and specified on the Receipt Ticket;

- (xvii) **“Combo Bet”** has the same meaning as Combination Bet;

- (xviii) **“Commission”** means an amount paid to a Venue by Subscribers, in the Venue’s own right (and not as agent of the Licensees), and which:

- (A) the Venue is entitled to deduct and retain from the Gross Subscription which the Venue receives from the Subscriber and deals with as agent of the Subscriber, pursuant to Rule 7(f); or
- (B) the Operating Company is directed by the Subscriber to pay to the Venue, on behalf of the Subscriber, from the face value of a Prepaid Voucher, in accordance with the terms of the Prepaid Voucher and Rule 9B(a); or
- (C) the Venue is entitled to deduct and retain from the amount received from a Subscriber for the purchase of a Gift Voucher, in accordance with Rule 9A(b);

- (xix) **“Corner” or “Corners”** means a square of 4 adjacent numbers in the Keno Roulette Grid;

- (xx) **“Crossed Cheque”** means a cheque crossed as referred to in section 53 of the Cheques Act 1986 of the Commonwealth;

- (xxi) **“Customer Session”** means the period of time when a Subscriber either:

- (i) makes an Entry in a Game of Keno; or
- (ii) checks a Receipt Ticket; or
- (iii) cancels an Entry in a Game of Keno

to that time in the case of an Entry made through a Venue, when the End Customer Terminal key is activated or in the case of an Entry made through the Internet Platform, when the Subscriber confirms the details of their Entry on the Internet Confirmation Screen or the Subscriber cancels that Entry via the Internet Platform in accordance with Rule 11(b);

- (xxii) **“Customised Superplay”** means a form of Combination Bet where the types of Combinations, the Groups and the Spots forming part of each Group applicable to that Combination Bet have been previously programmed for a particular Venue to accommodate particular Subscribers at that Venue and made available by that Venue from time to time;

- (xxiii) **“Delayed Start Entry”** means an Entry for a game which is not open at the time the Receipt Ticket for that Entry is issued;

- (xxiv) **“Delayed Start Game”** means an Approved game in which Delayed Start Entries are

- permitted;
- (xxv) **“Drawing”, “Draw” or “Drawn”** means the random selection by a Draw Device of 20 winning numbers;
- (xxvi) **“Draw Device”** means a device Approved for conducting a Draw being an electronically operated device which selects at random and one at a time from a set of one to eighty numbers, the 20 winning numbers, in each Game of Keno;
- (xxvii) **“Entry”** means an entry referred to in Rules 7 and 7A;
- (xxviii) **“Entry Form”** means an Approved form that may be completed by a person wishing to enter a Game of Keno;
- (xxix) **“Game of Keno”** means the competition styled “Club Keno” or “Star Keno” conducted under the Act and “Keno”, “Keno game” and “game” shall have the same meaning;
- (xxx) **“Game Results Inquiry”** means a request from a Subscriber to display on a Terminal, to display on and print from a Terminal or to display on a device connected to the Internet Platform the results of a game or games;
- (xxxi) **“Gift Voucher”** means an Approved document issued by a Venue which is the acknowledgment of the payment of money by a Subscriber and which entitles the holder (whether the initial Subscriber or another) to enter a particular type of Game of Keno;
- (xxxii) **“Group”** has the meaning given in Rule 2(a)(xvi);
- (xxxiii) **“Gross Subscription”** means (subject to Rule 11 regarding cancellation of Entries) the amount prescribed by the Minister to be paid by a Subscriber for an Entry to a Game of Keno, and includes the amount of Commission received and retained by a Venue pursuant to Rule 7(f), and also includes the face value of Gift Vouchers, Prepaid Vouchers and Subscription Chips which have been used as Subscriptions for Games of Keno, and the applicable amount of the face value of SST Receipts and Cash Vouchers that is used as Subscriptions for Games of Keno;
- (xxxiv) **“Heads or Tails?”** means the form of the Game of Keno, being a Category Q game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the distribution of the Drawn numbers. In this form of game, a Subscriber attempts to forecast the result of a single Game of Keno as being one of “Heads”, “Tails” or “Evens” as described following:
- (a) The result of a game is “Heads” when 11 or more of the 20 numbers Drawn in that Game of Keno are numbers in the range 1 to 40 inclusive;
 - (b) The result of a game is “Tails” when 11 or more of the 20 numbers Drawn in that Game of Keno are numbers in the range 41 to 80 inclusive;
 - (c) The result of a game is “Evens” when ten (10) of the 20 numbers Drawn in that Game of Keno are numbers in the range 1 to 40 inclusive and ten (10) of the 20 numbers Drawn in the same Game of Keno are numbers in the range 41 to 80 inclusive;
- If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize will be payable calculated in accordance with Rule 18(e);
- (xxxv) **“Hotel”** means the holder of a Hotel Licence under the Liquor Act 2007 but not being a general bar licence;
- (xxxvi) **“Inspector”** means a person appointed by the Minister as an inspector under Section 69 of the Act to undertake functions associated with the conduct of the Game of Keno;
- (xxxvii) **“Internet Acknowledgement”** means the screen appearing after a Subscriber completes the purchase of an Entry into a Game of Keno through the Internet Platform which sets out the details of the Entry made by the Subscriber;
- (xxxviii) **“Internet Confirmation Screen”** means the screen that displays the details of the Entry for a relevant Game of Keno that the Subscriber proposes to make through the Internet Platform and requires a Subscriber to confirm that such details are correct and complete the purchase of the Entry;
- (xxxix) **“Internet Platform”** includes any website of the Licensee and any other Internet enabled

- device (as applicable) published from time to time through which a Subscriber can make an Entry;
- (xl) **“Jackpot”** means the Regular Keno Jackpot, Keno \$2 Game Jackpot and Keno Racing Jackpot;
 - (xli) **“Jackpot Fill”** means the sum described as the Jackpot Fill (if any) in Rule 18;
 - (xlii) **“Jackpot Growth”** means (as the case may be):
 - (a) for the Regular Keno Jackpot, a percentage of Gross Subscriptions in a Regular Keno Jackpot, as determined by the Licensees from time to time, allocated from Net Subscriptions on that Regular Keno Jackpot to the Regular Keno Jackpot Prize available for that Regular Keno Jackpot and, in the event a Pooled Jackpot is in existence, contributed to the Pooled Jackpot;
 - (b) for the Keno \$2 Game Jackpot, a percentage of Gross Subscriptions in a Keno \$2 Game, as determined by the Licensees from time to time, allocated from Net Subscriptions on that Keno \$2 Game Jackpot to the Keno \$2 Game Jackpot Prize available for that Keno \$2 Game Jackpot; and
 - (c) for the Keno Racing Jackpot, the amount accrued at any given time in respect of the relevant Game of Keno as provided for in Rule 10(c) and 10(d);
 - (xliii) **“Jackpot Guarantee”** means a Jackpot prize amount guaranteed by the Licensees, over and above those prizes indicated on the Schedule of Prizes and in addition to Jackpot Growth;
 - (xliv) **“Keno \$2 Game”** means the form of Game of Keno, being a Category L game, in which a person selects 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80, the object being to match (or in some cases not to match) those numbers against the 20 winning numbers Drawn in each game. The Keno \$2 Game is available in addition to Regular Keno in respect of the Draw and offers an alternative Approved Schedule of Prizes to Regular Keno. The Keno \$2 Game will be known as “Keno Mega Millions”;
 - (xlv) **“Keno \$2 Game Keno Jackpot”** means the form of the Keno \$2 Game the object of which is to match all seven (7), eight (8), nine (9) or ten (10) spots selected, as the case may be, against the winning numbers Drawn in that game;
 - (xlvi) **“Keno \$2 Game Keno Jackpot Prize”** means the prize offered in respect of a Keno \$2 Game Jackpot game played by a Subscriber which matches all Spots selected against the 20 winning numbers Drawn in that game.
 - (xlvii) **“Keno Bonus”** means the form of the Game of Keno, being a Category I game, which may only be played in conjunction with certain other forms of the Game of Keno as determined by the Operating Company (except Keno Racing and the Keno \$2 Game), by which:
 - (a) the Subscription for the Game of Keno it is played in conjunction with is multiplied by the Multiplier for the sole purpose of determining the prize payable on that Game of Keno in accordance with the Schedule of Prizes; and
 - (b) where Keno Bonus is played in conjunction with a Regular Keno Jackpot, the Keno Bonus Jackpot Prize is payable on winning a Regular Keno Jackpot game;
 - (xlviii) **“Keno Bonus Jackpot Prize”** means the prize offered in respect of a Keno Bonus game played by a Subscriber in conjunction with Regular Keno Jackpot where a Regular Keno Jackpot Prize is payable and the Multiplier is either 2, 3, 4, 5 or 10;
 - (xlix) **“Keno Day”** means the period between the start of Keno trading and the close of Keno trading, identified by the calendar day on which that period commenced;
 - (l) **“Keno Grid”** means the standard layout of the range of the numbers 1 to 80 on a Standard Game Entry Form;
 - (li) **“Keno Player Card”** or **“KPC”** means an Approved card or device issued by the Operating Company to a successful applicant. An applicant can store their favourite numbers on the KPC and use the KPC to enter a Game of Keno;
 - (lii) **“Keno Prize Fund”** means the account established for payment of prizes that receives from Net Subscriptions an amount equal to the Keno Prize Fund Contributions;

- (lii) **“Keno Prize Fund Contribution”** means:
- (a) for Heads or Tails? and Keno Roulette, being Category Q games - an amount equal to 80% of Subscriptions;
 - (b) for Regular Keno, Keno Racing, Lucky Last and Keno Bonus, all being Category I games - an amount equal to 75% of Subscriptions; and
 - (c) for the Keno \$2 Game, being a Category L game – an amount equal to 76.5% of Subscriptions.
- (liv) **“Keno Racing”** means the form of the Game of Keno, being a Category I game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the distribution of the Drawn numbers across the Rows of the Keno Grid in each game. In this form of the Game of Keno, a Subscriber attempts to forecast which Row shall be “First”, “Second”, “Third”, “Fourth”, “Fifth” or “Sixth” as described following:
- (a) “First” is the Row that has the most amount of Drawn numbers at the end of the Game of Keno;
 - (b) “Second” is the Row that has the second most amount of Drawn numbers at the end of the Game of Keno;
 - (c) “Third” is the Row that has the third most amount of Drawn numbers at the end of the Game of Keno;
 - (d) “Fourth” is the Row that has the fourth most amount of Drawn numbers at the end of the Game of Keno;
 - (e) “Fifth” is the Row that has the fifth most amount of Drawn numbers at the end of the Game of Keno;
 - (f) “Sixth” is the Row that has the sixth most amount of Drawn numbers at the end of the Game of Keno;

Where two or more Rows have the same amount of Drawn numbers at the end of the Game of Keno, the Row that achieved that amount of Drawn numbers earliest in time in the Game of Keno shall be placed ahead of the other Row or Rows and so on until an order is achieved. (In the event that two or more Rows each have no Drawn numbers at the end of the Game of Keno, each of these Rows shall be deemed to finish equal in the next available place in that Game).

In this form of Game of Keno, a Subscriber may select one or more bet types in attempting to forecast the order of the Rows. These bet types are described as follows:

- (a) “Win”, where a Subscriber attempts to forecast which Row shall be “First”;
- (b) “Place”, where a Subscriber attempts to forecast that a selected Row shall be either “First”, “Second” or “Third” ;
- (c) “Quinella Place”, where a Subscriber attempts to forecast any two Rows that shall be “First”, “Second” or “Third” irrespective of their order;
- (d) “Quinella”, where a Subscriber attempts to forecast which two Rows shall be “First” and “Second” irrespective of their order;
- (e) An “Exact Quinella”, where a Subscriber attempts to forecast which two Rows shall be “First” and “Second” in the correct order;
- (f) A “Trio”, where a Subscriber attempts to forecast which three Rows shall be “First”, “Second” and “Third” irrespective of their order;
- (g) A “Trifecta”, where a Subscriber attempts to forecast which three Rows shall be “First”, “Second” and “Third” in the correct order;
- (h) A “Quartet”, where a Subscriber attempts to forecast which four Rows shall be “First”, “Second”, “Third” and “Fourth” in the correct order;
- (i) A “Five Up”, where a Subscriber attempts to forecast which five Rows shall be “First”, “Second”, “Third”, “Fourth” and “Fifth” in the correct order; and

- (j) A “Superfecta”, where a Subscriber attempts to forecast which six Rows shall be “First”, “Second”, “Third”, “Fourth”, “Fifth” and “Sixth” in the correct order.

If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize shall be payable calculated in accordance with Rule 18(f);

- (lv) **“Keno Racing Jackpot”** means the form of the Game of Keno Racing, the object of which is to correctly forecast either the first four Rows in the correct order (“Quartet”), the first five Rows in the correct order (“Five Up”) or the first six Rows in the correct order (“Superfecta”);
- (lvi) **“Keno Racing Jackpot Prize”** means the prize offered in respect of an Entry in a Keno Racing Jackpot which correctly forecasts either the first four rows in the correct order (“Quartet”), the first five rows in the correct order (“Five Up”) or the first six rows in the correct order (“Superfecta”);
- (lvii) **“Keno Roulette”** means the form of the Game of Keno, being a Category Q game, which may be played separately to other forms of the Game of Keno, the object of which is to forecast the Keno Roulette Number. In this form of the game, a Subscriber may select one or more bet types in attempting to forecast the result of a single game. These bet types are described as follows:
- (a) “Straight Up” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be a single selected number in the range 1 to 36, 0 or 00 in the Keno Roulette Grid;
- (b) “Splits” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of two selected bordering numbers in the Keno Roulette Grid;
- (c) “Rows” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a single selected Row of numbers in the Keno Roulette Grid;
- (d) “Corners” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a selected Corner of numbers in the Keno Roulette Grid;
- (e) “Columns” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a selected single Column of numbers in the Keno Roulette Grid;
- (f) “Six-Line” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of any six numerically consecutive numbers (the first of which must commence in the 1st Column) in the Keno Roulette Grid;
- (g) “Dozens” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a selected dozen of numbers, being between either 1 – 12 inclusive, 13 – 24 inclusive or 25 – 36 inclusive;
- (h) “Low or High” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be one of a “low” number (being any of numbers 1 – 18 inclusive) or a “high” number (being any of numbers 19 – 36 inclusive);
- (i) “Red or Black” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be either “red” (being any numbers of 1, 3, 5, 7, 9, 12, 14, 16, 18, 19, 21, 23, 25, 27, 30, 32, 34 or 36) or “black” (being any numbers of 2, 4, 6, 8, 10, 11, 13, 15, 17, 20, 22, 24, 26, 28, 29, 31, 33 or 35);
- (j) “Odd or Even” means a type of bet where a Subscriber attempts to forecast that the Keno Roulette Number will be either an “odd” number (being any of numbers 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, or 35) or an “even” number (being any of numbers 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34 or 36);
- If the Subscriber correctly forecasts the result of that game, then, subject to these Rules, a prize will be payable calculated in accordance with Rule 18(g);
- (lviii) **“Keno Roulette Grid”** means the standard layout of the range of numbers 0, 00 and 1 to 36 on a Roulette Game Entry Form;

- (lix) **“Keno Roulette Number”** means the winning number (first “number” Drawn) in a Game of Keno Roulette. The Keno Roulette Number is one of 1 to 36, “0” or “00”. For the purposes of clarification, “0” and “00” are different Keno Roulette Numbers. The Keno roulette Number will be derived from the first number Drawn in each game. Should the first number Drawn not represent a Keno Roulette Number, the second number Drawn is used and so on until a Keno Roulette Number has been derived. The Keno Roulette Number is determined as follows:
- Drawn numbers 1 to 36 represent Keno Roulette Numbers 1 to 36 respectively;
- Drawn numbers 41 to 76 represent Keno Roulette Numbers 1 to 36 respectively;
- Drawn numbers 37 and 77 represent keno Roulette Number “0”;
- Drawn numbers 38 and 78 represent Keno Roulette Number “00”;
- Drawn numbers 39, 40, 79 and 80 do not represent a Keno Roulette Number and the next number Drawn will be used;
- (lx) **“Keno Runner”** means a person authorised by a Venue to collect Subscriptions directly from the Subscriber;
- (lxi) **“Key Employee”** has the meaning assigned to “key employee” by Section 4 of the Act;
- (lxii) **“Kwikipik”** means the form of Entry whereby:
- (a) a Subscriber nominates the Subscription for each game, the number of Spots and the number of games and the Terminal selects the Spots; or
- (b) in Keno Racing, a Subscriber nominates the bet type, the Subscription and, where applicable, whether the bet shall be Boxed and the Terminal selects the Rows; or
- (c) in Keno Roulette, a Subscriber nominates the bet type, the number of selections to be made, the Subscription and the Terminal selects the Straight Ups, Splits, Rows, Corners, Columns, Six Line, Dozens, Low or High, Red or Black and Odds or Evens as applicable; or
- (d) in Heads or Tails? Prepick and Let it Run, a Subscriber nominates the bet type, the number of games, the Subscription and the Terminal selects the Heads, Tails or Evens selection for each game;
- More than one Kwikipik (a Multipik) can be played on a single ticket.
- (lxiii) **“Let it Run”** means the form of Prepick in which, subject to Rule 9(d) and 9(l), if the Subscriber correctly forecasts the result of the first game in a chosen series, the amount of the prize as specified in Rule 18(e) on that game is carried over as the Subscription for the next game in the series and in which this procedure continues until such time as the series of games is complete or the Subscriber incorrectly forecasts one of the game results in the series or the Subscriber cancels the ticket;
- (lxiv) **“Licensees”** means Clubkeno Holdings Pty Limited ABN 51 002 821 570 and Keno (NSW) Pty Ltd ABN 16 003 992 327;
- (lxv) **“Lucky Last”** means the form of the Game of Keno, being a Category I game, which may only be played in conjunction with certain other forms of the Game of Keno as determined by the Licensees (except Heads or Tails?, Keno Racing and Keno Roulette), the object of which is to match a selected number against the last number Drawn in that game;
- (lxvi) **“Major Prize”** means a prize of more than \$1,000 won in a Game of Keno but does not include that part of the prize comprising the Jackpot Fill, Jackpot Growth or Keno Bonus Jackpot Prize (if any);
- (lxvii) **“Minister”** means the Minister for the time being administering the Act or the Minister’s duly appointed representative, delegate or replacement;
- (lxviii) **“Multi - Game”** means the form of Entry whereby a Subscriber enters a number of games;
- (lxix) **“Multipik”** means when more than one Kwikipik is played on a single ticket
- (lxx) **“Multiplier”** means the multiplier that applies to the cumulative total of the twenty numbers Drawn from numbers between 1 and 80 where:

- (a) the multiplier of 1x is assigned to the cumulative totals set out in Part A of the schedule;
- (b) the multiplier of 2x is assigned to the cumulative totals set out in Part B of the schedule;
- (c) the multiplier of 3x is assigned to the cumulative totals set out in Part C of the schedule;
- (d) the multiplier of 4x is assigned to the cumulative totals set out in Part D of the schedule;
- (e) the multiplier of 5x is assigned to the cumulative totals set out in Part E of the schedule; and
- (f) the multiplier of 10x is assigned to the cumulative totals set out in Part F of the schedule;

The multiplier does not apply to Keno Racing.

- (lxxi) **“Net Subscription”** means the amount which the Venues hold and deal with as agent of the Licensees in accordance with Rule 7(h), being the Gross Subscription less the Commission including that part of the face value of a Gift Voucher, Prepaid Voucher or a Subscription Chip or an SST Receipt or Cash Voucher which has been used as a Subscription, remaining after payment of the Venue’s Commission in accordance with Rule 9A(b), Rule 9B(a) or Rule 9C(c), as the case may be;
- (lxxii) **“Operating Company”** means Keno (NSW) Pty Ltd ABN 16 003 992 327;
- (lxxiii) **“Parlay”** means the form of Entry whereby a Subscriber, subject to Rule 15(d), chooses to subscribe all or part of the Total Prize Money instead of collecting the Total Prize Money;
- (lxxiv) **“Permitted Area”** means the Venue’s licenced area, including the portions of land and buildings which are owned or occupied by a club, Hotel or casino (the Venue or agent) or by any wholly owned subsidiary of the Venue or a nominee of the Venue and which are subject of a licence held by the Venue, and any other form of licence under the *Liquor Act 2007* (NSW) in respect of which the Venue or is wholly owned subsidiary or nominee is the business owner.
- (lxxv) **“Pooled Jackpot”** means the combining, by all participating jurisdictions, of Jackpot Growth for each Regular Keno Jackpot into a pool;
- (lxxvi) **“Pooled Jackpot Amount”** means the total amount of Jackpot Growth contributed by all participating jurisdictions at any given time for Regular Keno Jackpots, as displayed in Venues.
- (lxxvii) **“Premises”** means the premises owned or occupied by a Venue, at which a Venue is permitted to accept Entries and Subscriptions for Games of Keno pursuant to these Rules, and in respect of a Casino Licensee means the area or areas defined or redefined as the boundaries of the casino pursuant to section 19 of the Casino Control Act 1992, and includes the Permitted Area;
- (lxxviii) **“Prepaid Voucher”** means an Approved document issued by the Operating Company or a Venue, which is an acknowledgment of the payment of money (whether by the Operating Company or a Venue) and which operates as a direction to the Operating Company to pay an amount on behalf of the holder, and entitles the holder to enter a particular type of Game of Keno;
- (lxxix) **“Prepick”** means the form of Heads or Tails? in which a Subscriber can vary a selection of Heads, Tails or Evens over a series of up to five (5) consecutive games of Heads or Tails? in a single Entry;
- (lxxx) **“Print Pay Ticket”** means a ticket issued by a Terminal detailing all games entered and all prizes won by an Entry;
- (lxxxi) **“Pro-rating”** means the proportional reduction in value of all Major Prizes, Bonus Prizes and additional Approved prizes, in a Game of Keno so that the aggregate value of those prizes equals \$3,000,000;
- (lxxxii) **“Promotional Activity”** means any activity, offer or prize promoting or relating to a

- Category of the Game of Keno including, but not limited to, a prize (in any form), Jackpot Guarantee or additional prize money;
- (lxxxiii) **“Promotional Sub-Account”** means a sub-account within the Keno Prize Fund comprising the portion of Keno Prize Fund Contributions allocated by the Operating Company pursuant to Rule 10B;
- (lxxxiv) **“Quick Pick”** has the same meaning as Kwikipik;
- (lxxxv) **“Receipt Ticket”** means the serial numbered ticket issued by a Terminal on which is recorded the particulars of an Entry;
- (lxxxvi) **“Regular Keno”** means the form of Game of Keno, being a Category I game, in which a person selects 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80, the object being to match (or in some cases not to match) those numbers against the 20 winning numbers Drawn in each game. Regular Keno will be known as “Keno Classic”;;
- (lxxxvii) **“Regular Keno Jackpot”** means the form of Regular Keno the object of which is to match all seven (7), eight (8), nine (9) or ten (10) spots selected, as the case may be, against the winning numbers Drawn in that game;
- (lxxxviii) **“Regular Keno Jackpot Prize”** means the prize offered in respect of a Regular Keno Jackpot game played by a Subscriber which matches all Spots selected against the 20 winning numbers Drawn in that game.
- (lxxxix) **“Replay”** means the form of Entry whereby a Subscriber submits a Receipt Ticket and issues verbal instructions for any particular of the Entry which varies from the particulars recorded on the Receipt Ticket or in the case of an Entry via the Internet Platform, the Subscriber submits a previous Entry which may vary from the particulars recorded on the Internet Acknowledgement;
- (xc) **“Roulette Game Entry Form”** means a form that may be completed by a person wishing to play Keno Roulette;
- (xci) **“Row” or “Rows”** means a range of 3 numbers in one row of the Keno Roulette Grid whereby:
- Row 1 means the range 1 to 3 inclusive,
 - Row 2 means the range 4 to 6 inclusive,
 - Row 3 means the range 7 to 9 inclusive,
 - Row 4 means the range 10 to 12 inclusive,
 - Row 5 means the range 13 to 15 inclusive,
 - Row 6 means the range 16 to 18 inclusive,
 - Row 7 means the range 19 to 21 inclusive,
 - Row 8 means the range 22 to 24 inclusive;
 - Row 9 means the range 25 to 27 inclusive;
 - Row 10 means the range 28 to 30 inclusive;
 - Row 11 means the range 31 to 33 inclusive;
 - Row 12 means the range 34 to 36 inclusive;
- (xcii) **“Self Service Terminal” or “SST”** means a Subscriber operated Terminal that provides Subscribers with the option of purchasing Entries (such Entries may be purchased independently or in conjunction with a person submitting their Keno Player Card), checking and redeeming Receipt Tickets and issuing and using SST Receipts.
- (xciii) **“Schedule of Prizes”** means the lists of prizes specified in Rule 18;
- (xciv) **“Senior Writer”** means the person authorised by a Venue to be in control of the operation of Keno at the Premises of that Venue;
- (xcv) **“Set Bet”** has the same meaning as Superplay;

- (xcvi) **“Split” or “Splits”** means a range of 2 vertically or horizontally adjacent numbers in the Keno Roulette Grid;
- (xcvii) **“Spot”** means an integer selected from the range of 1 to 80;
- (xcviii) **“SST Receipt”** means a ticket issued by a Terminal which is an acknowledgement in place of cash to make an Entry, give change from an Entry or pay out winnings that a Subscriber may redeem up to the face value of cash and/or tender for payment of a Subscription for a Game of Keno.
- (xcix) **“Standard Game Entry Form”** means the form that may be completed by a person wishing to play Regular Keno;
- (c) **“Standard Superplay”** means a form of Combination Bet where the number of Groups, the size of each Group and the types of Combinations applicable to that Combination Bet have been pre-programmed into the Central Site Computer by the Operating Company and made available to Subscribers generally from time to time, the details for which are set out in the officially sanctioned brochures displayed or available for inspection at any Venue. The Central Site Computer selects the Spots forming part of each Combination;
- (ci) **“Standout”** means an option on the “Quinella Place”, “Quinella”, “Exact Quinella”, “Trio”, “Trifecta”, “Quartet”, “Five Up” and “Superfecta” bet types in a game of Keno Racing that allows a Subscriber to nominate a particular Row or Rows that will finish “First” or “Second”, in the case of a “Quinella” or “Exact Quinella”; “First”, “Second” or “Third” in the case of a “Quinella Place”; “Trio” or “Trifecta”; “First”, “Second”, “Third” or “Fourth” in the case of a “Quartet”; “First”, “Second”, “Third”, “Fourth” or “Fifth” in the case of a “Five Up”; “First”, “Second”, “Third”, “Fourth”, “Fifth” or “Sixth” in the case of a “Superfecta” and to forecast the results of the game by combining these selections with other selected Rows to fill the other placing(s). A Subscription is payable in respect of each combination;
- (cii) **“Subscriber”** means:
 - (i) a person who subscribes to the Game of Keno by way of Entry; and
 - (ii) where the context permits in, and for the purposes of, Rules 9A, 9B and 9D a person who purchases a Gift Voucher, a person who receives a Prepaid Voucher or a person who receives a SST Receipt or Cash Voucher; and
 - (iii) where, in its absolute discretion, the Operating Company thinks it appropriate, includes a person who bears or submits a Receipt Ticket; and
 - (iv) where any person defined in sub paragraph (i), (ii) or (iii) is under a legal incapacity or has died, includes the legal personal representative of such person;
- (ciii) **“Subscriber Account”** means an account opened by the Subscriber through the Internet Platform in accordance with the Subscriber Account Terms and Conditions for the purposes of depositing funds to purchase Entries into Games of Keno for which Entry is permitted to be made via the Internet and to receive and withdraw prizes in accordance with these Rules and the Subscriber Account Terms and Conditions;
- (civ) **“Subscriber Account Terms and Conditions”** means the terms and conditions as amended from time to time that apply to Subscriber Accounts and the Internet Platform and which a Subscriber must accept prior to their Subscriber Account being available for use;
- (cv) **“Subscription”** means a Gross Subscription unless otherwise stated in these Rules;
- (cvi) **“Subscription Chip”** means a Chip used by a Subscriber either for entry to a Game of Keno or for the purchase of a Gift Voucher;
- (cvii) **“Superplay”** means the form of Entry whereby a Subscriber nominates:
 - (a) a Standard Superplay; or
 - (b) a Customised Superplay.

In both cases the Subscriber nominates the amount to be wagered for each Combination and the number of games;

- (cviii) **“Supervisor”** means a person appointed by the Operating Company to supervise the operation of Keno games;
 - (cix) **“Terminal”** means an Approved device for either:
 - (i) the processing of Entries, the issuing of Receipt Tickets, or Cash Vouchers and the processing of claims; or
 - (ii) the processing of Entries and the issuing of Receipt Tickets or SST Receipts;
 - (cx) **“Total Prize Money”** means the total amount of money payable to a person, as a result of the person winning money in respect of a Customer Session in a Game of Keno (whether or not that Customer Session relates to one, or more than one, game or Entry in the Game of Keno);
 - (cxii) **“Unclaimed Prize”** means a prize for an entry made through a Venue that remains unclaimed for a period of 12 months after the date on which the Game of Keno to which the prize relates was conducted, or an SST Receipt or Cash Voucher that has not been redeemed in full for cash or tendered by way of Subscription in a Game of Keno within 12 months of its date of issue or a prize for an entry made through a Venue that remains unclaimed for the alternative period prescribed in the Act;
 - (cxiii) **“Unclaimed Prize Claim Form”** means the document to be completed by a Subscriber in the event that:
 - (a) a Receipt Ticket, SST Receipt or Cash Voucher is lost or mutilated; or
 - (b) a Receipt Ticket's, SST Receipt's or Cash Voucher's record is no longer resident on computer media on the Central Site Computer;
 - (cxiv) **“Venue”** means a Club, a Casino Licensee or a Hotel, appointed by the Licensees with Approval to accept Subscriptions for games of keno, and refers to the Venue acting in its own right, or as agent of the Licensees or of the Subscriber, as the context requires.
 - (cxv) **“Verbal Entry”** means the form of Entry which may be effected by the issue of verbal instructions by a person wishing to enter a Game of Keno and the issue of a Receipt Ticket (such verbal instructions may be issued independently or in conjunction with a person submitting their Keno Player Card);
 - (cxvi) **“With the Field”** means an option on the “Quinella Place”, “Quinella”, “Exact Quinella”, “Trio”, “Trifecta”, “Quartet”, “Five Up” and “Superfecta” bet types in a game of Keno Racing that allows a Subscriber to combine their selected Rows with all the remaining Rows in the Keno Grid. A Subscription is payable in respect of each combination;
 - (cxvii) **“Writer”** means a person authorised by a Venue to operate a Terminal at the Premises of that Venue.
- (b) In these Rules unless inconsistent with the context:
- (i) a reference to the singular shall include the plural, and vice versa;
 - (ii) a reference to a person shall include an organisation of persons whether incorporated or unincorporated;
 - (iii) except in relation to a Delayed Start Entry a reference to a number of games shall be taken to mean a number of consecutive games commencing with the game which is open at the time the Receipt Ticket for that Entry is issued;
 - (iv) headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
 - (v) all references to sums of money are references to Australian dollars.

3. Application of these Rules

- (a) These Rules are to be read subject to the Act, and in conjunction with the Subscriber Account Terms and Conditions, and shall apply to every Game of Keno. If there is any inconsistency between these Rules and the Act, the Act will prevail to the extent of any inconsistency. If there is

any inconsistency between the Subscriber Account Terms and Conditions and the Act or these Rules, the Act and these Rules will prevail to the extent of any inconsistency.

- (b) These Rules shall be binding on all Subscribers and by making an Entry in a Game of Keno, purchasing a Gift Voucher or accepting a Prepaid Voucher, Subscribers agree to be bound by these Rules.

4. Object

The object of the Game of Keno, known as Regular Keno, is to select from 1 to 10, 15, 20 or 40 numbers, from the set: 1 to 80 and to match (or in some games not to match) those numbers against the 20 winning numbers Drawn in each game. A number of other forms of the Game of Keno also exist. These may be varied or discontinued and other forms of the Game of Keno may be introduced by the Operating Company from time to time.

5. Eligibility for Inclusion in a Game of Keno

In order to be eligible for inclusion in a Game of Keno:

- (a) for an Entry made through a Venue, a Receipt Ticket the details of which must be recorded and be resident on computer media at the Central Site, must be issued to the Subscriber.
- (b) For an Entry made through the Internet Platform, the details for the Entry must be recorded and be resident on storage media at the Central Site, and the Entry recorded in the Subscriber Account.

5A. Ineligibility of Certain Persons to Enter a Game of Keno

- (a) A Key Employee, an Inspector or an employee of the Licensees must not enter a Game of Keno.
- (b) An employee of a Venue during such time as that employee is in any way engaged in the operation of a Game of Keno must not enter a Game of Keno.
- (c) No person under the age of 18 years shall be permitted to enter a Game of Keno, whether personally, through another person, by mail, by using a Self Service Terminal, by electronic means, via the Internet Platform or otherwise.
- (d) No person may make an Entry on behalf of a person under the age of 18 years.
- (e) No person shall be permitted to withdraw a prize from the Subscriber's Account unless the Subscriber has satisfied all necessary identification verification requirements as described on the Internet Platform and any other relevant requirements, as outlined in the Subscriber Account Terms and Conditions.

6. Key Staff

- (a) **Operating Company**

A Supervisor must be present at all times while the game is in progress at the Central Site or at the Backup Site where a Draw Device is operative and the Supervisor is responsible for ensuring that the game is conducted in accordance with these Rules.

- (b) **Venue**

A Senior Writer must be present at the Premises at all times while the game is in progress at those Premises and the Senior Writer is responsible for ensuring that the game is conducted in accordance with these Rules.

6A. Responsibility of Venue

- (a) A Venue that is a Club must at all times ensure that Games of Keno conducted on its Premises are conducted in accordance with the Registered Clubs Act 1976 and regulations made under that Act, the Public Lotteries Act 1996 and these Rules.

- (b) A Venue that is a Casino Licensee must at all times ensure that Games of Keno conducted on its Premises are conducted in accordance with the Casino Control Act 1992 and regulations made under that Act, the Public Lotteries Act 1996 and these Rules.
- (c) A Venue that is a Hotel must at all times ensure that Games of Keno conducted on its Premises are conducted in a manner that does not contravene the , the Liquor Act 2007 and regulations made under that Act, the Public Lotteries Act 1996 and these Rules.

7. Entry and Entry Forms

- (a) Entry in a Game of Keno may only be made through a Venue or through the Internet Platform in accordance with these Rules.
- (b) Entry in a Game of Keno, not being a Delayed Start Game, may only be made:
 - (i) either:
 - (a) by way of an Entry Form;
 - (b) by way of Self Service Terminal;
 - (c) by Replay; or
 - (d) by way of Verbal Entry (including in conjunction with a KPC), in relation to:
 - (i) Regular Keno;
 - (ii) Keno \$2 Game;
 - (iii) Lucky Last;
 - (iv) Heads or Tails?;
 - (v) Keno Racing;
 - (vi) Keno Roulette;
 - (vii) Parlay;
 - (viii) Kwikpik;
 - (ix) Superplay; or
 - (x) Keno Bonus; or
 - (e) Through the Internet Platform in accordance with Rule 7A of these Rules; and
 - (ii) by payment of the appropriate Subscription.
- (c) A Subscriber to a game of Heads or Tails? may only make one selection (ie. “Heads” or “Tails” or “Evens”) per Game per Entry.
- (d) A Subscriber to a game of Keno Racing or Keno Roulette may make more than 1 selection per Entry.
- (e) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers, Rule 9C relating to Subscription Chips, and Rule 9D relating to SST Receipts and Cash Vouchers, each Gross Subscription must be paid by a Subscriber to a Venue (or to a Keno Runner on behalf of a Venue) and the Venue will hold the Gross Subscription as agent of the Subscriber until the Entry is completed.
- (f) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers and Rule 9D relating to SST Receipts and Cash Vouchers, a Subscriber must pay a Commission to the Venue in consideration for the Venue acting as agent of the Subscriber, and for that purpose authorises the Venue to retain from the Gross Subscription received from the Subscriber for a Game of Keno a Commission calculated:
 - (i) as agreed by the Venue and the Operating Company in accordance with the agency agreement between the Venue and the Operating Company; or
 - (ii) if there is no express written agreement between the Venue and the Operating Company regarding the calculation of the Commission, calculated as follows :

[Gross Subscription - Keno Prize Fund Contribution] x 44%,

after the Entry is completed.

- (g) After a Subscriber has completed an Entry Form, an Entry by way of Self Service Terminal, a Replay or a Verbal Entry and the Gross Subscription has been received by the Venue, the Venue, on behalf of the Licensees, will deliver a Receipt Ticket to the Subscriber. A separate Receipt Ticket will be issued in respect of a Delayed Start Entry. The Entry is completed by the delivery of the Receipt Ticket and the Venue is taken to have discharged its duty as agent to the Subscriber by the delivery of the Receipt Ticket in accordance with this Rule.
- (h) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers, Rule 9C relating to Subscription Chips and Rule 9D relating to SST Receipts and Cash Vouchers, once the Entry is completed the Venue will be entitled to apply the Commission to its own account and will hold the Net Subscription as agent for and on behalf of the Licensees.
- (i) All marks appearing on an Entry Form shall be taken to have been made exclusively by the Subscriber and it is the responsibility of the Subscriber to ensure that the particulars recorded on a Receipt Ticket are identical to those submitted by the Subscriber either by way of an Entry Form, Verbal Entry or Entry by way of Self Service Terminal.
- (j) If the particulars recorded on a Receipt Ticket are inconsistent with the particulars resident on computer media at the Central Site, the latter shall prevail to the exclusion of the former and shall determine what prize, if any, a Subscriber is entitled to claim.
- (k) Except in relation to a Delayed Start Game, an Entry will be for the game which is open at the time the Receipt Ticket for that Entry is issued. A Delayed Start Entry will be for the next Delayed Start Game.
- (l) Instructions printed on an Entry Form, available on the Self Service Terminal are to be read and construed as part of these Rules except that, in the event of any inconsistency, the latter shall prevail to the exclusion of the former.
- (m) An Entry Form shall be returned to the Subscriber on request.
- (n) Where a Subscriber enters a Game of Keno as the trustee, representative or nominee of another person, the Licensees, the Venue and every other person shall be taken not to have knowledge or to be on notice, whether actual or constructive, of any such arrangement and the transaction will be taken to have been conducted solely with the Subscriber.
- (o) Upon presentation of a Receipt Ticket a Subscriber may on the Keno Day on which that Receipt Ticket was issued but after the payment of any prize won by the Entry of which that Receipt Ticket is evidence request a Print Pay Ticket. A Subscriber shall be taken to have requested in accordance with this Rule a Print Pay Ticket in respect of each Entry affected by a Keno Runner on that Subscriber's behalf.
- (p) Upon presentation of a SST Receipt or Cash Voucher a Subscriber may on the Keno Day on which that SST Receipt or Cash Voucher was issued but after the payment of any payout of the SST Receipt or Cash Voucher, request a Print Pay Ticket.
- (q) No person may promote or take part in the formation of a syndicate for fee or reward for the purpose of making an Entry in a Game of Keno, except a Venue as authorised by the Operating Company.
- (r) No person may advertise by any means that he or she or some other person will accept money for a share in an Entry in a Game of Keno, except as provided by Rule 7(q).

7A Internet Transactions

- (a) While the Licensees will use reasonable care to provide the Internet Platform, due to technological limitations, the Licensee does not promise that the system will be fault-free.
- (b) The Internet Platform will display information about how to make an Entry via the Internet Platform and details about Draws, past results and the odds of winning a Game of Keno. The Licensees may change the information or the format of the information on the Internet Platform at any time without notice to the Subscriber.
- (c) To be eligible to make an Entry through the Internet Platform, a Subscriber must:

- (i) have a Subscriber Account;
 - (ii) log into their Subscriber Account via the Internet Platform using their account number and password;
 - (iii) have a credit balance in their Subscriber Account; and
 - (iv) comply with these Rules and the Subscriber Account Terms and Conditions.
- (d) A Subscriber must satisfy themselves that all details on the Internet Confirmation Screen for each Entry made via the Internet Platform are correct.
- (e) An Entry made through the Internet Platform is completed and accepted by the Licensees when a Subscriber confirms the details of their Entry on the Internet Confirmation Screen and is recorded and resident on storage media at the Central Site.
- (f) In the event that:
- (i) an Internet Acknowledgement does not appear after the Subscriber confirms the details of their Entry on the Internet Confirmation Screen;
 - (ii) the details of an Entry made through the Internet Platform does not appear in the account history section of the Subscriber's Account; or
 - (iii) there is any loss of connection between the Subscriber and the Internet Platform during the making of an Entry,
- it is the Subscriber's responsibility to contact the Operating Company's call centre to confirm that the relevant Entry has been processed or re-submit the Entry if necessary. The Licensees accepts no responsibility for any Entry where an Internet Acknowledgement has not been issued or the details of an Entry does not appear in the account history section of the Subscriber's Account.
- (g) A Subscriber can review the history of each Entry they have made through the Internet Platform by accessing the account history section of their Subscriber Account.
- (h) If the particulars recorded on an Internet Acknowledgment or the account history section of the Subscriber Account are inconsistent with the particulars resident on storage media at the Central Site, the latter shall prevail to the exclusion of the former and shall determine what prize, if any, a Subscriber is entitled to claim.
- (i) By opening a Subscriber Account, the Subscriber agrees to take all reasonable steps to keep their log-in and password details confidential, and not share them with any third party.

8. Keno Runners

- (a) A Keno Runner may operate from anywhere within the Premises of the Venue which has authorised the Keno Runner.
- (b) The Keno Runner must return to the Subscriber all original Receipt Tickets, Entry Forms and Print Pay Tickets.
- (c) Any dispute between a Keno Runner and a Subscriber shall be brought to the attention of the Senior Writer.
- (d) A Keno Runner will not be responsible for the placement of Entries in any particular Game of Keno but will use best endeavours to place the Entry in the next available game. Acceptance of Subscriptions does not constitute an official Entry until such time as a Receipt Ticket has been issued.

9. Subscriptions

- (a) Acceptable forms of payment of a Subscription include:
 - (i) the tender of cash;
 - (ii) the tender of a Gift Voucher or Prepaid Voucher, in accordance with its terms;
 - (iii) the tender of a Subscription Chip, but only to a Casino Licensee;
 - (iv) the tender of a SST Receipt or Cash Voucher;

- (v) Parlay;
 - (vi) the tender of funds held in a Subscriber Account;
 - (vii) any combination of the above (if available).
- (b) No form of credit betting will be allowed.
- (c) Except as provided in Rule 9(d) - (l) inclusive the minimum Subscription for a game of:
- (i) Regular Keno is \$1 per game; and
 - (ii) Keno \$2 Game is \$2 per game,
- as described in Keno player guides, on Self Service Terminals and via the Internet Platform, and the maximum Subscription for any Game of Keno is \$9,999 for each Entry, except for an Entry by means of a Self Service Terminal, the maximum Subscription for which shall be \$250.
- (d) The minimum Subscription payable in respect of a Combination Bet Entry (excluding a Jackpot Entry) shall be:
- (i) Where not less than 4 and not more than 19 Combinations are played:
 - (a) \$0.50 per Combination for Regular Keno; and
 - (b) \$1.00 per Combination for the Keno \$2 Game;
 - (ii) Where not less than 20 and not more than 49 Combinations are played:
 - (a) \$0.20 per Combination for Regular Keno; and
 - (b) \$0.40 per Combination for the Keno \$2 Game; and
 - (iii) Where not less than 50 Combinations are played:
 - (a) \$0.10 per Combination for Regular Keno; and
 - (b) \$0.20 per Combination for the Keno \$2 Game.
- (e) Subscriptions in respect of Combination Bet Entries where not less than 4 Combinations are played may increment in multiples of:
- (a) \$0.10 per Combination for Regular Keno; and
 - (b) \$0.20 per Combination for the Keno \$2 Game.
- (f) A Subscription tendered in respect of a Delayed Start Entry must be for the same amount as the Subscription tendered in respect of Entry in the game which is open at the time the Delayed Start Entry is effected.
- (g) The minimum Subscription for a game of Heads or Tails? played by a Subscriber (including Prepick and Let it Run) shall be \$1. Subscriptions may increment in multiples of \$1 per game played by a Subscriber (provided that all games played by a Subscriber on an Entry must increment by the same amount) up to a maximum of \$500 per game played by a Subscriber (excluding Let it Run where the maximum allowable Subscription for the first game played by a Subscriber which is the subject of the Entry shall be \$500 per Entry). In relation to the second and subsequent Games which are the subject of a Let it Run Entry, the maximum allowable Subscription specified in Rule 9(c) shall not apply but eligibility for entry in the next Game of Keno shall be subject to the aggregate Subscription limits set out in Rule 9(i).
- (h) The minimum Subscription in respect of a game of Keno Racing shall be \$0.50 per each bet made subject to a minimum aggregate Subscription per game of Keno Racing of \$1.
- (i) Notwithstanding any Rule to the contrary, the aggregate of the Subscriptions that may be bet on one of the results of a game of Heads or Tails? in any one Game of Keno between the opening and closure of that game shall not exceed:
- (i) for all Subscriptions placed on the result of Heads, \$500,000;
 - (ii) for all Subscriptions placed on the result of Tails, \$500,000;
 - (iii) for all Subscriptions placed on the result of Evens, \$170,000.

In the event that the prize in respect of any Let it Run game played by a Subscriber would, but for this Rule, result in the total Subscriptions for the next game exceeding the above limits, the

Entry on the next game played by that Subscriber will not be accepted and the prize in respect of the previous game will be paid to that Subscriber.

- (j) The minimum Subscription in respect of a selection of Keno Roulette will be as per the following table. Increments must be in multiples of \$1.00

Bet Type	Keno Roulette Minimum Subscription per selection
Straight Up	\$1.00
Split	\$1.00
Row	\$1.00
Corner	\$1.00
Six Line	\$1.00
Column	\$2.00
Dozens	\$2.00
Low or High	\$5.00
Red or Black	\$5.00
Odd or Even	\$5.00

- (k) The Subscription paid for Keno Bonus must be equivalent to the Subscription paid for the game it is played in conjunction with.
- (l) In circumstances where Keno Bonus is being played in conjunction with Let it Run, the amount of the prize that is carried over as the Subscription for the next game in the series shall be applied as follows:
- (i) 50% of the prize as Subscription for Keno Bonus; and
 - (ii) 50% of the prize as Subscription for the game Keno Bonus is being played in conjunction with.
- (m) If the number of games of Keno Bonus being played on an Entry is less than the number of other Games of Keno being played on the Entry, Keno Bonus will be played in conjunction with the first and following games of Keno.
- (n) Subject to Rule 9A relating to Gift Vouchers, Rule 9B relating to Prepaid Vouchers, Rule 9C relating to Subscription Chips and Rule 9D relating to SST Receipts and Cash Vouchers, Subscriptions will be received by a Venue as follows:
- (i) until the Entry is completed the Venue will hold the Gross Subscription as agent of the Subscriber pursuant to Rule 7(e);
 - (ii) once the Entry is completed, the Venue will:
 - (a) retain and hold that part of the Gross Subscription which constitutes the Commission in its own right (and not as agent of the Licensees); and
 - (b) hold the Net Subscriptions, being the balance of the Gross Subscription on behalf and as agent of the Licensees
 in accordance with Rule 7(h).

9A. Gift Vouchers

- (a) A Subscriber must pay to a Venue, for the issue of a Gift Voucher, an amount equal to the face value of the Gift Voucher or present to a Casino Licensee a Subscription Chip with the face value equal to the face value of a Gift Voucher.
- (b) A Subscriber must pay a Commission to the Venue in respect of the issue of the Gift Voucher, and for that purpose, the Subscriber authorises the Venue to retain a proportion of the face value of the Gift Voucher received from the Subscriber calculated:
 - (i) as agreed by the Venue and the Operating Company in accordance with the agency agreement between the Venue and the Operating Company; or
 - (ii) if there is no express written agreement between the Venue and the Operating Company regarding the calculation of the Commission, calculated as follows:

[face value of the Gift Voucher - Keno Prize Fund Contribution for the Category of game able to be played with that Gift Voucher] x 44%,

by way of Commission.
- (c) A Gift Voucher must be presented by way of Subscription in a Game of Keno within 12 months of the date of purchase, or such shorter period as may be notified at the time of purchase.
- (d) Where payment of a Subscription for a Game of Keno is made by the tender of a Gift Voucher in accordance with Rule 9(a)(ii), the Venue will hold the Gift Voucher, as agent of the Subscriber until the Entry is completed.
- (e) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, the Venue will have discharged its duty as agent to the Subscriber.
- (f) Notwithstanding Rule 7(f), the Venue is not entitled to charge the Subscriber any Commission for acting as agent of the Subscriber in accordance with Rule 9A(d).

9B. Prepaid Vouchers

- (a) A Venue is entitled to charge a Commission for the issue of a Prepaid Voucher or for the delivery (by the Venue) of a Prepaid Voucher issued by the Operating Company, and for that purpose, under the terms of the Prepaid Voucher, the Subscriber will be taken to direct the Operating Company to apply a proportion of the face value of the Prepaid Voucher calculated:
 - (i) as and agreed by the Venue and the Operating Company in accordance with the agency agreement between the Venue and the Operating Company; or
 - (ii) if there is no express written agreement between the Venue and the Operating Company regarding the calculation of the Commission, calculated as follows:

[face value of Prepaid Voucher - Keno Prize Fund Contribution for the Category of game able to be played with that Prepaid Voucher] x 44%,

in payment to the Venue, on behalf of the Subscriber, of the Commission charged by the Venue for the issue or delivery of the Prepaid Voucher.
- (b) A Prepaid Voucher must be presented by way of Subscription in a Game of Keno within 7 days of the date of issue, or such shorter period as may be notified at the time of issue or delivery to the Subscriber.
- (c) Where payment of a Subscription for a Game of Keno is made by the tender of a Prepaid Voucher in accordance with Rule 9(a)(ii), the Venue will hold the Prepaid Voucher, as agent of the Subscriber until the Entry is completed.
- (d) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, the Venue will have discharged its duty as agent to the Subscriber.
- (e) Notwithstanding Rule 7(f), the Venue is not entitled to charge the Subscriber any Commission for acting as agent of the Subscriber in accordance with Rule 9B(c).

9C. Subscription Chips

The provisions of this Rule 9C apply to a Casino Licensee only:

- (a) A Subscriber must pay to a Casino Licensee, for the issue of a Subscription Chip, an amount equal to the face value of the Subscription Chip.
- (b) Where payment of a Subscription for a Game of Keno is made by the tender of a Subscription Chip in accordance with Rule 9(a)(iii), a Casino Licensee will hold the Subscription Chip as agent of the Subscriber until the Entry is completed.
- (c) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, a Casino Licensee will have discharged its duty as agent of the Subscriber and will be entitled to retain from the face value of the Subscription Chip an amount equal to the Commission which a Casino Licensee is entitled to charge under Rule 7(f), and will hold the amount representing the balance of the face value of the Subscription Chip as a Net Subscription on behalf and as agent of the Licensees.

9D. SST Receipts and Cash Vouchers

- (a) A SST Receipt and Cash Voucher must be redeemed in full either for cash or tendered by way of Subscription in a Game of Keno within 12 months of the date of issue, and thereafter becomes an Unclaimed Prize.
- (b) Where payment of a Subscription for a Game of Keno is made by the tender of a SST Receipt or Cash Voucher in accordance with Rule 9(a)(iv), the Venue will hold the SST Receipt or Cash Voucher, as agent of the Subscriber until the Entry is completed.
- (c) Once the Entry is completed and the Receipt Ticket delivered to the Subscriber, the Venue will have discharged its duty as agent to the Subscriber and will be entitled to retain from the face value of the SST Receipt or Cash Voucher an amount equal to the Commission which a Venue is entitled to charge under Rule 7(f), and will hold the amount representing the balance of the face value of the SST Receipt or Cash Voucher as a Net Subscription on behalf and as agent of the Licensees.
- (d) Notwithstanding Rule 7(f), the Venue is not entitled to charge the Subscriber any Commission for acting as agent of the Subscriber in accordance with Rule 9D(b).

10. Jackpot

- (a) No Regular Keno Jackpot Prize, Keno \$2 Game Jackpot Prize, Keno Bonus Jackpot Prize or Keno Racing Jackpot Prize greater than or equal to \$10,000 will be paid until verified by the Operating Company.
- (b) The following amounts will be allocated from Net Subscriptions on the Keno Racing Jackpot to the Keno Racing Jackpot Prize available for that Keno Racing Jackpot:
 - (i) in respect of a "Quartet" Keno Racing Jackpot, an amount equivalent to 10% of Gross Subscriptions;
 - (ii) in respect of the "Five Up" Keno Racing Jackpot, an amount equivalent to 10% of Gross Subscriptions; and
 - (iii) in respect of the "Superfecta" Keno Racing Jackpot, an amount equivalent to 4% of Gross Subscriptions.
- (c) The Jackpot Fill and Jackpot Growth component of the:
 - (i) Regular Keno Jackpot Prize, Keno Bonus Jackpot Prize and Keno Racing Jackpot Prize is fixed and payable in respect of the first \$1.00 of the Subscription paid for a game played by a Subscriber to which that prize relates; and
 - (ii) Keno \$2 Game Jackpot Prize is fixed and payable in respect of the first \$2.00 of the Subscription paid for a game played by a Subscriber to which that prize relates,

irrespective of the amount actually subscribed and does not increase proportionately to the amount of the Subscription.

- (d) The amount of the Regular Keno Jackpot Prize and Keno Racing Jackpot Prize will be the sum of:
 - (i) the Subscription paid in respect of the game multiplied by the prize (with respect to a Quartet Keno Racing Jackpot Prize as defined in Rule 18(f)) or Major Prize (as the case may be);
 - (ii) the Jackpot Fill (if any); and
 - (iii) the Jackpot Growth for the relevant game.
- (e) The amount of the Keno \$2 Game Jackpot Prize will be the sum of:
 - (i) the Subscription paid in respect of the game multiplied by the prize or Major Prize (as the case may be);
 - (ii) the Jackpot Fill (if any); and
 - (iii) the Jackpot Growth for the relevant game.

10A. Bonus Prizes

- (a) The Operating Company may allocate Approved sums from the Keno Prize Fund to be used for Bonus Prizes at Approved times of the day and Approved days of the week. Games in which Bonus Prizes are available are or may be referred to as 'Cash Games'.
- (b) Subject to Rule 10A(c) a Bonus Prize shall be won by the game played by a Subscriber or Entry (as the case may be) which first meets Approved requirements for that Bonus Prize.
- (c) Where in the Game of Keno in which the Approved requirements for a Bonus Prize are first met, and more than one game played by a Subscriber or Entry (as the case may be) meets those requirements the Bonus Prize shall be shared among those games or Entries (as the case may be) in accordance with Rule 19(f).
- (d) The word "Bonus" may be printed on Receipt Tickets. The presence of the word "Bonus" on a Receipt Ticket does not necessarily indicate that an Entry is eligible to win a Bonus Prize. The absence of the word "Bonus" from a Receipt Ticket does not necessarily indicate that the Entry is ineligible to win a Bonus Prize.
- (e) Combination Bet Entries, Superplay Entries, Lucky Last Entries, Heads or Tails? (including Prepick and Let it Run) Entries, Keno Racing Entries and Keno Roulette Entries are ineligible to win a Bonus Prize.

10B. Flexible Keno Prize Fund Contribution and Promotional Sub-Account

- (a) The Operating Company may, at any time at its discretion and without Approval:
 - (i) Increase a Keno Prize Fund Contribution for any Category of the Game of Keno by up to 5% (**Increased Amount**); and
 - (ii) decrease a Keno Prize Fund Contribution for any Category of the Game of Keno by up to 5% (**Decreased Amount**),for a Draw, Keno Day, period of time or otherwise, subject to Rule 10B.
- (b) The Operating Company will allocate the sums representing the Increased Amount and Decreased Amount to the Promotional Sub-Account.
- (c) The sums held in the Promotional Sub-Account will be paid to Subscribers in accordance with Rule 10B, within 12 months of the relevant sums being allocated to the Promotional Sub-Account.
- (d) The Operating Company may, at any time and without Approval, use the sums held in the Promotional Sub-Account for each Category of the Game of Keno for a Promotional Activity relating to that Category.

11. Cancellations

- (a) An Entry purchased through a Venue may be cancelled only:

- (i) at the Premises of the Venue at which the Entry was accepted;
 - (ii) on the Keno Day on which the Entry was accepted;
 - (iii) during the displayed trading hours of those Premises;
 - (iv) in accordance with these Rules; and
 - (v) at any time prior to the closure of the game to which that Entry relates or prior to the Drawing of the first number in the game to which that Entry relates, whichever occurs first;
- (b) An Entry purchased through the Internet Platform may be cancelled only:
- (i) via the Internet Platform;
 - (ii) when a Subscriber is located in the Permitted Area of the Venue at which the Entry was accepted via the Internet Platform;
 - (ii) on the Keno Day on which the Entry was accepted via the Internet Platform;
 - (iii) during the displayed trading hours of the Venue at which the Entry was accepted via the Internet Platform;
 - (iv) in accordance with these Rules; and
 - (v) prior to the closure of the game to which that Entry relates or prior to the Drawing of the first number in the game to which that Entry relates, whichever occurs first.
- (c) A Multi-Game Entry may not be cancelled in respect of those games in which a number has been Drawn.
- (d) Subject to Rule 11(e), if an Entry made through a Venue is cancelled in accordance with these Rules, the Venue will refund to the Subscriber in cash (or, in the case of a Casino Licensee only, cash and/or Chips to an equivalent value) the Commission which relates to that Entry and, on behalf of the Licensees, the Net Subscription in relation to that Entry, and the Gross Subscription in respect of the cancelled Entry will be reduced by the refunded amount for the purposes of these Rules.
- (e) If an Entry is cancelled in accordance with these Rules and a Gift Voucher or Prepaid Voucher was tendered for the Subscription for the Entry, the Venue will return the Gift Voucher or Prepaid Voucher to the Subscriber, or, if some Games of Keno have been Drawn, return to the Subscriber a replacement Gift Voucher or Prepaid Voucher with a face value equal to the Subscription payable for the cancelled Games of Keno. The Venue is not entitled to receive any Commission in respect of the issue of a replacement Gift Voucher or Prepaid Voucher. The Gross Subscription in respect of the cancelled Entry will be reduced by the value of the replacement Gift Voucher or Prepaid Voucher for the purposes of these Rules.

12. The Draw

- (a) The drawing of the winning numbers must:
- (i) take place:
 - (a) by means of a Draw Device;
 - (b) at the Central Site, the Premises of a Venue, the Backup Site or other Approved site;
 - (c) if the Draw takes place at the Premises of a Venue - in an area open at that time to those persons who would normally have access to those Premises;
 - (d) if the Draw takes place at any other Approved site - in an area open to the public during Approved hours; and
 - (e) in a manner which enables it to be witnessed by an Inspector; and
 - (ii) be captured on an Approved medium.
- (b) The Operating Company will determine when a game opens and closes.

- (c) The Draw will be carried out as soon as practicable after the close of the game. Each Game of Keno will be identified during the Keno Day on which it is played by a number from 0 to 999 and thereafter by the relevant Keno Day and that number. If an incorrect number is displayed as having been Drawn the final number will flash until the incorrect number has been removed and the correct number displayed.
- (d) If a Draw Device malfunctions, the Draw will continue in accordance with Approved procedures.

13. Display of Winning Numbers

Subject to these Rules the winning numbers of the most recently completed Game of Keno and the Multiplier (as applicable) will be displayed at the Premises of a Venue during the Venue's displayed trading hours. The winning numbers and the Multiplier (as applicable) will also be available by a Game Results Inquiry. In addition to display at the Venue, the winning numbers and the Multiplier (as applicable) may also be displayed in any other manner and on other media channels at the discretion of the Licensees.

14. Winning Entries

- (a) Notwithstanding any other Rule, a winning game played by a Subscriber will be one where the number(s) selected for that game match the number(s) Drawn and resident on computer media at the Central Site as the winning number(s) for that Game of Keno in such a way as to entitle the Subscriber to a prize in accordance with the applicable Schedule of Prizes, to a Bonus Prize or to an additional Approved prize.
- (b) Subject to Rule 17, a prize for an Entry purchased through a Venue may only be claimed by submitting a Receipt Ticket.
- (c) A prize for an Entry purchased through a Venue will only be payable where the particulars recorded on the Receipt Ticket submitted indicate that the game played by a Subscriber is a winning game and those particulars correspond with the particulars resident on computer media at the Central Site.
- (d) A Receipt Ticket submitted in respect of a successful claim or a SST Receipt or Cash Voucher redeemed for cash or a Subscription will not be returned to the Subscriber.
- (e) A Game of Keno may include an additional Approved prize or prizes.
- (f) A prize for an Entry made through the Internet Platform will only be payable to the Subscriber's Account where the game played by a Subscriber is a winning game and the particulars of that entry correspond with the particulars resident on storage media at the Central Site.

15. Payouts

Payment of Prizes

- (a) Regardless of the amount of a Subscription, the maximum liability in respect of:
 - (i) a Regular Keno Jackpot Prize, Keno \$2 Game Keno Jackpot Prize and Keno Racing Jackpot Prize will be the amount showing as the Regular Keno Jackpot Prize, Keno \$2 Game Keno Jackpot Prize and Keno Racing Jackpot Prize at that time resident on computer media at the Central Site, reduced (if required) in accordance with Rule 19 and increased (if required) in relation to the prize (with respect to a Quartet Keno Racing Jackpot Prize as defined in Rule 18(d)) or Major Prize (as the case may be) having regard to the amount of the Subscription and the Multiplier (if relevant).
- (b) Subject to Rule 15(k), where a win requires the issue of a cheque drawn on the Keno Prize Fund, the details of the payee must be provided by the Subscriber.
- (c) Public personal anonymity will be at Subscriber request, made to an employee or representative of the Operating Company or Venue at the time the win is confirmed. The Subscriber acknowledges that the Licensees may publish, or cause to be published the name of the Venue, and/or geographic location at which the Subscription was accepted, the channel from which the Subscription was

- accepted and the amount of the prize. A Subscriber may at any time revoke a request for anonymity.
- (d) Subject to Rules 16, 17 and 20, a claim for the payment of a prize won from an Entry made through a Venue may be made at the Premises of any Venue up to twelve months after the Keno Day on which the game in respect of which the prize is claimed was Drawn.
- (e) Where a winning Entry was made through a Venue, the Total Prize Money will be paid as follows:
- (i) Up to a maximum of the amount specified in the Act or the lower limit specified by that Venue (**Venue Threshold**) may be paid by the Venue, in one or more of the following ways:
- (a) in cash;
- (b) by way of a SST Receipt or Cash Voucher (if available);
- (d) in the case of a Casino Licensee, by way of cash and/or Chips; and
- (e) by means of electronic funds transfer to an account nominated by the claimant (if those means are available);
- (ii) Any remaining amount of the Total Prize Money over the Venue Threshold will be drawn on the Keno Prize Fund and paid by the Licensees by means of:
- (a) a Crossed Cheque payable to the claimant; or
- (b) if the claimant requests, by electronic funds transfer to an account nominated by the claimant (if those means are available); and
- (iii) For prizes over the Venue Threshold, if requested by the claimant the Total Prize Money will be drawn on the Keno Prize Fund and paid by the Licensees by means of:
- (a) a Crossed Cheque payable to the claimant; or
- (b) electronic funds transfer to an account nominated by the claimant (if those means are available).
- (f) Where a winning Entry was made via the Internet Platform:
- (i) Prizes up to \$9,999 will be drawn on the Keno Prize Fund and paid directly into the Subscriber's Account immediately after the relevant Draw; and
- (ii) Prizes of \$10,000 and over will be drawn on the Keno Prize Fund and paid directly into the Subscriber's Account, following a sufficient period of time after the relevant Draw to allow the Licensees to internally verify the win.
- (g) Prizes arising from a winning Entry/s made via the Internet Platform will not be available for withdrawal from the Subscriber's Account until the Subscriber has satisfied all necessary identification verification requirements as described on the Internet Platform and any other relevant requirements, as outlined in the Subscriber Account Terms and Conditions.
- (h) Payouts resulting from an Unclaimed Prize Claim Form will be paid by cheque drawn on the Prize Fund.
- (i) Any cheques issued in payment or part payment of a payout will be crossed and marked "Not Negotiable" and payable to "Account Payee Only" and will be drawn in favour of the Subscriber.
- (j) Payouts to Subscribers known to be under legal incapacity or disability or to those Subscribers who are known to have died before receiving any or all of a particular payout shall be made in accordance with the laws of New South Wales.
- (k) Prizes won in a Delayed Start Game will be paid no sooner than the Keno Day following the Keno Day on which that Delayed Start Game was Drawn.
- (l) Where a payout is calculated to be an amount which is an exact multiple of \$0.10 that prize will be payable. Where a prize is calculated to be an amount which is not an exact multiple of \$0.10 the prize payable will be the nearest amount below the calculated prize which is an exact multiple of \$0.10.
- (m) A Subscriber accepts and acknowledges that a Regular Keno Jackpot Prize in a Pooled Jackpot may be won in another participating jurisdiction/s, including but not limited to when there is any failure, disruption or malfunction of equipment used in the conduct of Games of Keno whether at the Central Site or at the Premises of a Venue or any other location, electrical power, telecommunications links or computer media at the Central Site.

16. Unclaimed SST Receipts, Cash Vouchers or Prizes

- (a) If a Subscriber has been notified of an Unclaimed Prize through their Keno Player Card registration, to claim their prize they must attend the venue and submit their Receipt Ticket or SST Receipt or Cash Voucher. If they are unable to present their Receipt Ticket or SST Receipt or Cash Voucher, the Subscriber must submit details of that ticket or receipt, via an Unclaimed Prize Form, to the Central Site.
- (b) Details of prizes, including SST Receipts and Cash Vouchers, will remain accessible from computer media on the Central Site Computer for up to 12 calendar months after the Keno Day to which they relate. After this period payouts may be made only after submission of an Unclaimed Prize Claim Form forwarded by the Subscriber to the Operating Company.
- (c) All correspondence to a Subscriber relevant to an Unclaimed Prize or unclaimed SST Receipt or Cash Voucher shall bear the signature of a representative of the Operating Company.

17. Lost or Mutilated Receipt Tickets, SST Receipts, Cash Vouchers and Vouchers

- (a) If a Receipt Ticket or SST Receipt or Cash Voucher, submitted by a Subscriber for processing, is unable to be read by a Terminal or the Writer, or the Receipt Ticket has been lost, a claim for payment may be made by the submission of an Unclaimed Prize Claim Form.
- (b) If the details given by the Subscriber satisfy the Operating Company that a win has occurred, the prize will be paid in accordance with Rule 15.
- (c) If a Gift Voucher or Prepaid Voucher, submitted by a person for processing, including a Gift Voucher presented for refund in accordance with Rule 17(d), is unable to be validated by a Terminal or a Writer, or has expired or been lost, a claim for a refund of the face value of the Gift Voucher or Prepaid Voucher may not be made.
- (d) If, having purchased a Gift Voucher, a Subscriber does not agree to the conditions of purchase described in Rule 17(c), a refund of the face value of the Gift Voucher can be made. This refund can only be made by returning the Gift Voucher to the same Venue from which the Gift Voucher was purchased and on the same day as the Gift Voucher was purchased.

18. Schedules of Prizes

- (a) Rule 18 contains the Approved Schedules of Prizes. The Approved Schedules of Prizes for a Game of Keno may also be available in Keno player guides, on Self Service Terminals and via the Internet Platform.
- (b) The following Approved Schedule of Prizes applies to all Games of Keno other than the Keno \$2 Game, Lucky Last, Heads or Tails?, Keno Racing, Keno Roulette and Keno Bonus where it is played in conjunction with Lucky Last, Heads or Tails?, Keno Racing or Keno Roulette. Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

Number of Spots Matched	Number of Spots Selected				
	1	2	3	4	5
0					
1	3				
2		12	1	1	
3			44	4	2
4				120	14
5					640

Number of Spots Matched	Number of Spots Selected				
	6	7	8	9	10
0					
3	1	1			
4	5	3	2	1	1
5	80	12	7	5	2
6	1,800	125	60	20	6
7		\$5,000 plus Keno Bonus Jackpot Prize of \$7,000 (if payable) plus Jackpot Growth	675	210	50
8			\$25,000 plus Keno Bonus Jackpot Prize of \$38,000 (if payable) plus Jackpot Growth	2,500	580
9				\$100,000 plus Keno Bonus Jackpot Prize of \$180,000 (if payable) plus Jackpot Growth	10,000
10					\$250,000 plus Jackpot Fill of \$750,000 plus Keno Bonus Jackpot Prize of \$2,900,000 (if payable) plus Jackpot Growth

Number of Spots Matched	Number of Spots selected		
	15	20	40
0		100	250,000
1		10	25,000

2		2	2,200
3			200
4			35
5	1		7
6	2		2
7	4		1
8	20	2	
9	50	7	
10	250	20	
11	2,000	100	
12	12,000	450	
13	50,000	1,200	1
14	100,000	5,000	2
15	250,000	10,000	7
16		15,000	35
17		25,000	200
18		50,000	2,200
19		100,000	25,000
20		250,000	250,000

(c) The following Approved Schedule of Prizes applies to the Keno \$2 Game. Prizes are based on a Subscription of \$2 and are expressed in multiples of \$2:

Number of Spots Matched	Number of Spots selected				
	1	2	3	4	5
0					
1	6				
2		25	2	2	1
3			90	7	3
4				260	14
5					1,300

Number of Spots Matched	Number of Spots selected				
	6	7	8	9	10
0					
1					
2					
3	2	2	1	1	
4	10	6	2	2	2
5	160	20	10	6	4
6	3,800	280	100	20	7
7		12,000 plus Jackpot Growth	1,280	300	50
8			75,000 plus Jackpot Growth	5,200	600
9				300,000 plus Jackpot Growth	11,000

10					\$500,000 plus Jackpot Fill of \$4,500,000 plus Jackpot Growth
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Number of Spots Matched	Number of Spots selected		
	15	20	40
0		150	500,000
1		12	50,000
2		5	3,700
3		1	250
4			50
5	2		10
6	4		6
7	6	1	2
8	45	5	1
9	120	12	
10	500	25	
11	5,000	150	
12	15,000	650	1
13	75,000	1,500	2
14	200,000	7,500	6
15	500,000	20,000	10
16		50,000	50
17		75,000	250
18		100,000	3,700
19		200,000	50,000
20		500,000	500,000

- (d) The following Approved Schedule of Prizes applies only to games of Lucky Last and Keno Bonus (where it is played in conjunction with a game of Lucky Last). Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

Number of Spots selected	Lucky Last Prize
1	60
2	30
3	20
4	15
5	12
6	10
7	8.50
8	7.50
9	6.50
10	6
15	4
20	3

40	1.5
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- (e) The following Approved Schedule of Prizes applies only to games of Heads or Tails? and Keno Bonus (where it is played in conjunction with a game of Heads or Tails?). Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

Selections	Result	Heads or Tails? Prize
Heads	Heads	2
Tails	Tails	2
Evens	Evens	4

- (f) The following Approved Schedule of Prizes applies only to games of Keno Racing. Prizes are based on a Subscription of \$1 and are expressed in multiples of \$1:

Bet Type	Keno Racing Prize
Win	6
Place	2
Quinella Place	7
Quinella	21
Exact Quinella	42
Trio	42
Trifecta	252
Quartet	
First correct	1
First 2 correct	3
First 3 correct	10
All 4 correct	800 plus Jackpot Growth
Five Up	
First correct	1
First 2 correct	3
First 3 correct	10
First 4 correct	60
All 5 correct	3,000 plus Jackpot Growth
Superfecta	
First correct	1
First 2 correct	3
First 3 correct	10
First 4 correct	60
First 5 correct	100
All 6 correct	10,000 plus Jackpot Growth

- (g) The following Approved Schedule of Prizes applies only to games of Keno Roulette, and Keno Bonus where it is played in conjunction with a game of Keno Roulette. Prizes are based on minimum Subscription:

Bet Type	Minimum Subscription	Keno Roulette Prize
Straight Up	\$1.00	\$30.50
Split	\$1.00	\$15.30
Row	\$1.00	\$10.20
Corner	\$1.00	\$7.60
Six Line	\$1.00	\$5.10
Column	\$2.00	\$5.00
Dozens	\$2.00	\$5.00
Low or High	\$5.00	\$8.50
Red or Black	\$5.00	\$8.50
Odd or Even	\$5.00	\$8.50

19. Pro-rating and Sharing of Prizes

- (a) The maximum aggregate liability for all Major Prizes in any one Game of Keno, excluding Bonus Prizes and additional Approved prizes, shall be \$3,000,000. Where except for this Rule 19(a) the total amount of such Major Prizes would exceed \$3,000,000 Pro-rating shall apply.
- (b) Subject to Rule 19(c) where Pro-rating applies the amount payable in respect of each Major Prize affected shall be as follows:
- Amount payable = $X \div Y \times \$3,000,000$
- where
- X = the amount which except for this Rule would have been payable in respect of the game played by a Subscriber.
- Y = the total prize amount which, except for this Rule, would have been payable in respect of all Major Prizes for a Game of Keno.
- (c) Notwithstanding the application of Pro-rating no Major Prize will be reduced to a value less than \$1,000.
- (d) Where there is more than one Keno Racing Jackpot winner, the Jackpot Growth and Jackpot Fill will be shared among those Keno Racing Jackpot winners in the same proportion that the amount of the Subscription (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions (disregarding Keno Bonus) paid by all winners on the winning combination of Spots.
- (e) Where there is more than one Keno Bonus Jackpot Prize winner, the Keno Bonus Jackpot Prize will be shared amongst those Keno Bonus Jackpot Prize winners in the same proportion that the amount of the Subscriptions (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscription (disregarding Keno Bonus) paid by all winner on the winning combination of Spots.

- (f) Where there is more than one Keno \$2 Game Keno Jackpot Prize winner, the Jackpot Growth and Jackpot Fill will be shared among those Keno \$2 Game Keno Jackpot Prize winners in the same proportion that the amount of the Subscription (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions (disregarding Keno Bonus) paid by all winners on the winning combination of Spots.
- (g) Where there is more than one Bonus Prize winner, the Bonus Prize will be shared among those Bonus Prize winners in proportion to the amount of the Subscription paid by each winner on the winning combination of Spots.
- (h) In a Pooled Jackpot game, where there is more than one Regular Keno Jackpot winner in this jurisdiction, the Pooled Jackpot Amount and Jackpot Fill will be shared among those Regular Keno Jackpot winners in the same proportion that the amount of the Subscription (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscription (disregarding Keno Bonus) paid by all winners on the winning combination of Spots.
- (i) In a Pooled Jackpot game, where there is more than one Regular Keno Winner across two or more Pooled Jackpot participating jurisdictions, the Jackpot Fill will be paid to the winner in this jurisdiction. The Pooled Jackpot Amount will be shared among all Regular Keno Jackpot winners, in all jurisdictions, in the same proportion that the amount of the Subscription (disregarding Keno Bonus) paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions (disregarding Keno Bonus) paid by all winners, in all jurisdictions, on the winning combination of Spots.
- (j) Where a situation described in Rule 19(h) occurs, and two or more winners are located in this jurisdiction, the Regular Keno Jackpot winners in this jurisdiction will share the Jackpot Fill in the same proportion that the amount of the Subscription paid by each winner on the winning combination of Spots bears to the total amount of the Subscriptions (disregarding Keno Bonus) paid by all winners, in this jurisdiction, on the winning combination of Spots. The Pooled Jackpot Amount will be shared as described in Rule 19(h).

20. Limitation of Liability

- (a) Without limitation to the following provisions of this Rule 20, the Licensees shall have no responsibility or liability to a Subscriber until an Entry is validly made and a Receipt Ticket is delivered to that Subscriber, or in the case of an Entry made through the Internet Platform, until an Internet Acknowledgement is displayed and the details of the Entry appears in the account history section of the Subscriber's Account.
- (b) The Licensees shall have no responsibility or liability to a Subscriber or to any other person by reason of the loss or destruction for any reason or from any cause of a Receipt Ticket beyond the amount of the Net Subscription paid in respect of the Receipt Ticket unless, at the discretion of the Licensees, the criteria as set out in Rules 16 and 17 are met.
- (c) The Licensees shall have no responsibility or liability to pay a Subscriber who claims a prize and is unable to submit a Receipt Ticket. The Licensees shall have discharged all liability in relation to payment of a prize by making payment to a person who has submitted a prize winning Receipt Ticket. The official record of payment shall be the image resident on computer media at the Central Site.
- (d) The Licensees and each of their employees shall have no liability or responsibility to a Subscriber beyond the Net Subscription paid in respect of a Receipt Ticket, or any other person, in respect of:
 - (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of the Game of Keno; and
 - (ii) without prejudice to the generality of Rule 20(d)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (i) the payment of prizes;
 - (ii) the processing and issue of a Receipt Ticket following acceptance of an Entry Form, Replay Verbal Entry instructions or Entry by way of Self Service

- Terminal;
 - (iii) the processing of a prize winning Receipt Ticket or the redeeming of a SST Receipt or Cash Voucher;
 - (iv) the inclusion of an Entry in a particular Game of Keno received by way of an Entry Form, Replay, Verbal Entry instructions, Entry by way of Self Service Terminal or Entry made through the Internet Platform;
- (e) Each and every Venue shall have no responsibility or liability to a Subscriber or to any other person by reason of the loss or destruction for any reason or from any cause of a SST Receipt, Cash Voucher, or a Receipt Ticket.
- (f) Each and every Venue and every employee of a Venue shall have no liability or responsibility to a Subscriber for or in respect of:
- (i) any negligence, omission, delay or failure whatsoever on the part of any person in the carrying out or performance of any duty, function or discretion conferred or contemplated by the Rules in or about the conduct of any Game of Keno; and
 - (ii) without prejudice to the generality of Rule 20(f)(i) hereof, any negligence, omission, delay or failure in relation to:
 - (i) the payment of payouts;
 - (ii) the processing and issue of a Receipt Ticket following acceptance of an Entry Form, Replay, Verbal Entry instructions or Entry by way of Self Service Terminal;
 - (iii) the processing of a prize winning Receipt Ticket or the redeeming of a SST Receipt or Cash Voucher;
 - (iv) the inclusion of an Entry in any particular Game of Keno received by way of an Entry Form, Replay, Verbal Entry instructions, Entry by way of Self Service Terminal or Entry made through the Internet Platform.
- (g) The Licensees and every Venue, and each employee of the Licensees or a Venue, shall have no liability or responsibility to a Subscriber or any person for or in respect of any failure, disruption or malfunction of equipment used in the conduct of Games of Keno whether at the Central Site or at the Premises of a Venue or any other location, electrical power, telecommunications links or computer media at the Central Site. Further, the Licensees and every Venue, and each employee of the Licensees or a Venue shall have no liability if a Regular Keno Jackpot Prize which is for a Pooled Jackpot, is won in another participating jurisdiction during a period where there is any failure, disruption or malfunction of equipment used in the conduct of Games of Keno whether at the Central Site or at the Premises of a Venue or any other location, electrical power, telecommunications links or computer media at the Central Site in this jurisdiction.
- (h) The Licensees and every Venue, and each employee of the Licensees or a Venue, shall have no liability or responsibility for any consequence of interference with or interruption to any Game of Keno due to fire, storm, flood, riot, civil commotion, strike, failure or disruption of electrical power supply or telecommunications or other cause not within the reasonable control of such person.
- (i) The State of New South Wales, the Crown in right of that State, the Government of that State, the Minister, an Inspector, their successors and the employees and agents and every one of them shall have as ample protection from liability in respect of their acts and omissions (whether arising from, or contributed to, by negligence or otherwise) and the acts, omissions and contingencies the subject of Rules 20(a) to 20(i) inclusive as those protected by the said Rules.

21. Disqualifications

- (a) Notwithstanding that a Receipt Ticket, SST Receipt, Cash Voucher or Internet Acknowledgement may have been issued or is displayed, Entry in the Game of Keno may be disqualified and no claim shall be entered in respect of it if the Licensees are of the opinion that it should be disqualified.

- (b) The reasons for disqualification by the Licensees may include but are not limited to:
 - (i) tender of insufficient Subscription or if the form of Subscription is not acceptable;
 - (ii) the Subscriber has defaulted in payment of any previous fee;
 - (iii) reasonable suspicion of fraud or attempted fraud (whether computer related or otherwise);
 - (iv) a Receipt Ticket, SST Receipt, Cash Voucher or Internet Acknowledgement failing any security tests run at the Central Site;
 - (v) reasonable suspicion of unauthorised use of a Terminal or reasonable suspicion of unauthorised use or manipulation of the Internet Platform;
 - (vi) reasonable suspicion that the Subscriber is ineligible to enter a game under Rule 5A or Rule 7(a); or
 - (vii) any other breach of the Rules which in the opinion of the Licensees justifies disqualification.
- (c) An Entry which has been disqualified in accordance with this Rule 21 may, in the absolute discretion of the Licensees, and with Approval, be reinstated.
- (d) Without limiting the operation of Rule 20, the liability of the Licensees to a Subscriber who has an Entry disqualified and reinstated under this Rule 21 will be limited to the amount of any prize won by that reinstated Entry.

22. Amendment

- (a) These Rules may only be amended, added to or repealed, in whole or in part, at any time by the Licensees with Approval.
- (b) Any amendment, addition or repeal will be effective on the date on which it is published in the New South Wales Government Gazette, or such later date as is specified in the New South Wales Government Gazette.
- (c) The Licensees shall have no responsibility to a Subscriber or any person for or in respect of any change to the Rules.

SCHEDULE

Part A – 1 x Multiplier

211	212	213	214	216	219	222	223	225	226	228	229	231	233	235	237	239	241	242	244
245	247	249	251	252	254	255	258	260	261	263	264	266	269	271	273	276	278	280	281
283	285	287	288	290	291	293	295	296	298	300	301	303	304	307	308	311	313	315	316
318	321	322	324	326	328	330	332	334	335	337	338	342	344	345	348	350	352	353	355
356	358	359	367	370	373	375	378	380	382	385	389	390	393	395	397	407	411	412	416
422	424	426	428	430	433	434	437	440	442	444	445	447	450	452	454	456	458	462	464
467	469	471	472	474	477	479	481	482	483	484	486	488	489	490	491	494	496	498	499
501	503	505	507	511	516	519	521	523	525	528	530	532	534	536	537	538	540	541	543
545	546	547	549	552	554	555	556	557	559	561	562	564	566	568	570	573	575	577	579
581	583	584	587	589	591	593	595	598	600	607	609	611	613	615	616	618	620	623	626
628	630	632	633	635	640	642	643	645	647	649	651	653	655	656	657	658	664	666	669
671	673	674	676	677	678	681	682	686	691	692	693	694	695	697	698	706	708	709	710
711	712	713	715	717	718	719	721	722	723	725	727	728	730	732	733	736	737	741	743
746	747	751	759	762	765	767	768	773	778	783	785	786	788	789	792	793	797	800	802
805	807	808	812	813	815	818	820	823	827	828	831	832	834	835	837	842	847	852	853
855	858	861	869	873	874	877	879	883	884	887	888	890	892	893	895	897	898	899	901
902	903	905	907	908	909	910	911	912	914	922	923	925	926	927	928	929	934	938	939
942	943	944	946	947	949	951	954	956	962	963	964	965	967	969	971	973	975	977	978
980	985	987	988	990	992	994	997	1000	1002	1004	1005	1007	1009	1011	1013	1020	1022	1025	1027
1029	1031	1033	1036	1037	1039	1041	1043	1045	1047	1050	1052	1054	1056	1058	1059	1061	1063	1064	1065
1066	1068	1071	1073	1074	1075	1077	1079	1080	1082	1083	1084	1086	1088	1090	1092	1095	1097	1099	1101
1104	1109	1113	1115	1117	1119	1121	1122	1124	1126	1129	1130	1131	1132	1134	1136	1137	1138	1139	1141
1143	1146	1148	1149	1151	1153	1156	1158	1162	1164	1166	1168	1170	1173	1175	1176	1178	1180	1183	1186
1187	1190	1192	1194	1196	1198	1204	1208	1209	1213	1223	1225	1227	1230	1231	1235	1238	1240	1242	1245
1247	1250	1253	1261	1262	1264	1265	1267	1268	1270	1272	1275	1276	1278	1282	1283	1285	1286	1288	1290
1292	1294	1296	1298	1299	1302	1304	1305	1307	1309	1312	1313	1316	1317	1319	1320	1322	1324	1325	1327
1329	1330	1332	1333	1335	1337	1339	1340	1342	1344	1347	1349	1351	1354	1356	1357	1359	1360	1362	1365
1366	1368	1369	1371	1373	1375	1376	1378	1379	1381	1383	1385	1387	1389	1391	1392	1394	1395	1397	1398
1401	1404	1406	1407	1408	1409														

Part B – 2 x Multiplier

215	218	221	230	234	248	270	277	317	320	327	333	360	362	365	372	374	377	379	381
383	386	388	392	398	404	406	414	420	425	427	429	436	443	449	453	461	466	473	487
492	508	510	513	527	531	542	558	567	571	580	585	588	596	601	604	610	634	641	644
659	660	661	663	668	672	680	683	685	687	690	696	701	703	714	724	731	735	738	742
749	752	755	756	760	764	766	771	775	776	777	780	781	784	795	798	801	803	806	810
814	817	819	822	825	836	839	840	843	844	845	849	854	856	860	864	865	868	871	878
882	885	889	896	906	917	919	924	930	933	935	937	940	948	952	957	959	960	961	976
979	986	1010	1016	1019	1024	1032	1035	1040	1049	1053	1062	1078	1089	1093	1107	1110	1112	1128	1133
1147	1154	1159	1167	1171	1177	1184	1191	1193	1195	1200	1206	1214	1216	1222	1228	1232	1234	1237	1239
1241	1243	1246	1248	1255	1258	1260	1287	1293	1300	1303	1343	1350	1372	1386	1390	1399	1402	1405	

Part C – 3 x Multiplier

217	227	232	238	243	250	253	256	259	262	267	272	275	279	282	284	286	289	292	294
297	299	302	305	306	309	310	312	314	319	323	329	336	339	341	346	347	351	357	361
363	364	368	369	371	384	391	396	402	408	409	410	417	421	432	435	438	439	441	446
448	451	455	459	463	465	468	470	475	476	478	480	485	493	495	497	500	502	504	506
509	512	515	517	518	520	522	524	526	529	533	535	539	544	548	550	551	553	560	563
565	569	572	574	576	578	582	586	590	592	594	597	602	605	606	608	612	614	617	619

624	625	627	629	631	637	638	639	646	648	650	652	654	662	665	667	670	675	679	689
700	702	704	707	716	720	726	729	734	739	740	744	745	748	750	753	757	761	763	770
774	779	787	791	794	796	799	804	809	811	816	821	824	826	829	833	841	846	850	857
859	863	867	870	872	875	876	880	881	886	891	894	900	904	913	916	918	920	931	941
945	950	953	955	958	966	968	970	972	974	981	982	983	989	991	993	995	996	1001	1003
1006	1008	1012	1014	1015	1018	1023	1026	1028	1030	1034	1038	1042	1044	1046	1048	1051	1055	1057	1060
1067	1069	1070	1072	1076	1081	1085	1087	1091	1094	1096	1098	1100	1102	1103	1105	1108	1111	1114	1116
1118	1120	1123	1125	1127	1135	1140	1142	1144	1145	1150	1152	1155	1157	1161	1165	1169	1172	1174	1179
1181	1182	1185	1188	1199	1203	1210	1211	1212	1218	1224	1229	1236	1249	1251	1252	1256	1257	1259	1263
1269	1273	1274	1279	1281	1284	1291	1297	1301	1306	1308	1310	1311	1314	1315	1318	1321	1323	1326	1328
1331	1334	1336	1338	1341	1345	1348	1353	1358	1361	1364	1367	1370	1377	1382	1388	1393	1403		

Part D – 4 x Multiplier

210	240	340	343	354	376	400	423	599	622	758	769	772	782	790	830	838	848	851	862
998	1021	1197	1220	1244	1266	1277	1280	1380	1410										

Part E – 5 x Multiplier

220	236	257	265	274	325	349	366	387	394	399	401	403	405	413	418	419	431	457	460
514	621	636	688	699	705	754	866	915	921	932	984	999	1106	1160	1163	1189	1201	1202	1207
1215	1217	1219	1221	1226	1233	1254	1271	1295	1346	1355	1363	1384	1400						

Part F – 10 x Multiplier

224	246	268	331	415	603	684	936	1017	1205	1289	1352	1374	1396						
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Appointments

ABORIGINAL LAND RIGHTS ACT 1983

Notice

I, the Honourable Leslie Williams MP, Minister for Aboriginal Affairs, following consent by the New South Wales Aboriginal Land Council (NSWALC), do, by this notice pursuant to section 231 (2) of the *Aboriginal Land Rights Act 1983* (the Act) extend the appointment of Mr Andrew BOWCHER as Administrator to the Balranald Local Aboriginal Land Council for a period of six (6) calendar months, effective from 24 November 2016. During the period of his appointment, the administrator will have all of the functions of the Balranald Local Aboriginal Land Council and any other duties as specified by the instrument of appointment. The administrator's remuneration and expenses are not to exceed \$120,000 excluding GST without the prior approval of the NSWALC. The administrator's remuneration may include fees payable for the services of other personnel within the administrator's firm who provide services as agents of the administrator.

Signed and sealed this 3rd day of November 2016

LESLIE WILLIAMS, MP
Minister for Aboriginal Affairs

GOD SAVE THE QUEEN

ABORIGINAL LAND RIGHTS ACT 1983

Notice

I, the Honourable Leslie Williams MP, Minister for Aboriginal Affairs, following consent by the New South Wales Aboriginal Land Council, do, by this notice pursuant to section 231 (2) of the *Aboriginal Land Rights Act 1983* and sections 48 (1) and 36 (3) of the *Interpretation Act 1987*, extend the appointment of Mr Andrew HOHOLT as administrator to the Mungindi Local Aboriginal Land Council for a period of three (3) calendar months, effective from 24 October 2016. During the period of his appointment, the administrator will have all of the functions of the Mungindi Local Aboriginal Land Council and any other duties as specified by the instrument of appointment. The administrator's remuneration and expenses are not to exceed \$10,000 per month excluding GST without the prior approval of NSWALC. The administrator's remuneration may include fees payable for the services of other personnel within the administrator's firm who provide services as agents of the administrator.

Signed and sealed this 28th day of October 2016

LESLIE WILLIAMS, MP
Minister for Aboriginal Affairs

GOD SAVE THE QUEEN

Planning and Environment Notices

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

DECISION

I, the Minister for Planning, for the purposes of clause 3 (2) of Schedule 5 of the *Environmental Planning and Assessment Act 1979* (the *Act*):

- a) have formed the opinion that it is desirable to make the Subdivision Order to promote and co-ordinate the orderly and economic use and development of the land within Precinct A (Stages 1–3) of the Riverstone Scheduled Lands (**Subdivision Land**);
- b) note that the Subdivision Land is subdivided and is held by more than one owner and that I am satisfied that the Subdivision Land is land for which no provision or inadequate provision has been made for subdivision works as defined in clause 1 of Schedule 5 of the Act;
- c) note that the Subdivision Land is subject to *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, in particular Appendix 4 – Alex Avenue and Riverstone Precinct Plan 2010, which will facilitate the proposed planning purpose;
- d) note that I have consulted with UrbanGrowth NSW, as the proposed relevant authority, and with Blacktown City Council, which is the council of the area in which the Subdivision Land is situated;
- e) note the compliance tables prepared by UrbanGrowth NSW (attached and marked “Attachment 3” in the background to a briefing note provided to me) and I am satisfied that the Development Plan adopted by UrbanGrowth NSW for Precinct A (Stages 1–3) of the Riverstone Scheduled Lands was prepared in accordance with Schedule 5 of the Act and Part 16C of the *Environmental Planning and Assessment Regulations 2000* (the **Regulations**);
- f) have considered the provisions of the Development Plan which modify and disapply Division 4 of Part 3 of the *Land Acquisition (Just Terms Compensation) Act 1991*; and
- g) note that 80% of the total number of landowners who own 88.5% of the total area of the Subdivision Land consented to the Development Plan in the consent ballot which was conducted by UrbanGrowth NSW in accordance with the Act and the Regulations,

and have therefore decided to make the Subdivision Order attached to this document.

Date: 12th October 2016

The Hon ROB STOKES, MP
Minister for Planning

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Riverstone Scheduled Lands Precinct A (Stages 1–3) 2016 – Subdivision Order

I, the Minister for Planning, pursuant to Clause 3 of Schedule 5 of the *Environmental Planning and Assessment Act 1979* make the following Subdivision Order.

Date: 12th October 2016

The Hon ROB STOKES, MP
Minister for Planning

1. Name of Order

This Order is the *Riverstone Scheduled Lands Precinct A (Stages 1–3) Subdivision Order 2016*.

2. When Order takes effect

This Order is made on 11 November 2016.

3. Subdivision Land

I declare the land described as follows to be *subdivision land*:

Real Property Description	Street Name
Lots 52 – 70 Section 29 DP 1480	Wellington Street Riverstone
Lots 1 – 19, 21 – 39 Section 30 DP 1480 Lots 40 – 51 Section 30 DP 1480 Lots 52-70 & 75-90 Section 30 DP 1480	Wellington Street Riverstone Windsor Road Riverstone Hobart Street Riverstone
Lots 1 – 19, 21 – 35 Section 31 DP 1480 Lots 52 – 70, 72 – 90 Section 31 DP 1480	Hobart Street Riverstone Sydney Street Riverstone
Lots 1 – 19, 21 – 39 Section 32 DP 1480 Lots 40 – 51 Section 32 DP 1480 52 – 70 & 72 – 90 Section 32 DP 1480	Sydney Street Riverstone Junction Road Riverstone Crown Road Riverstone
Lots 40 – 45 DP 135718	Windsor Road Riverstone
Lots 46 – 51 DP 456639	Windsor Road Riverstone
Lot 1 DP 790639	Hobart Street Riverstone
Part Wellington Street, part Edmund Street, part Hobart Street, part Sydney Street, part Crown Street, part Junction Road and existing laneways	

as shown in the plan of *subdivision land* in Schedule 1 of this Order.

4. Relevant Authority

The *relevant authority for the subdivision land* is Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688, of 60 Station Street Parramatta NSW 2150.

5. Development Plan

The *development plan* for the subdivision land is the Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1–3)) February 2016, a copy of which is at Schedule 2.

6. Planning Purpose

The planning purpose for which this *subdivision order* is made is to promote and co-ordinate the orderly and economic use and development of the *subdivision land*, to be achieved by the relevant authority providing infrastructure, re-subdividing the *subdivision land* and recouping its costs through contributions from landowners in the form of monetary contributions or land trade as set out in the *development plan*.

7. Functions of the Relevant Authority

The *relevant authority* has all of the functions set out in clauses 7–13 of Schedule 5 of the *Environmental Planning and Assessment Act 1979*.

8. Subdivision Works

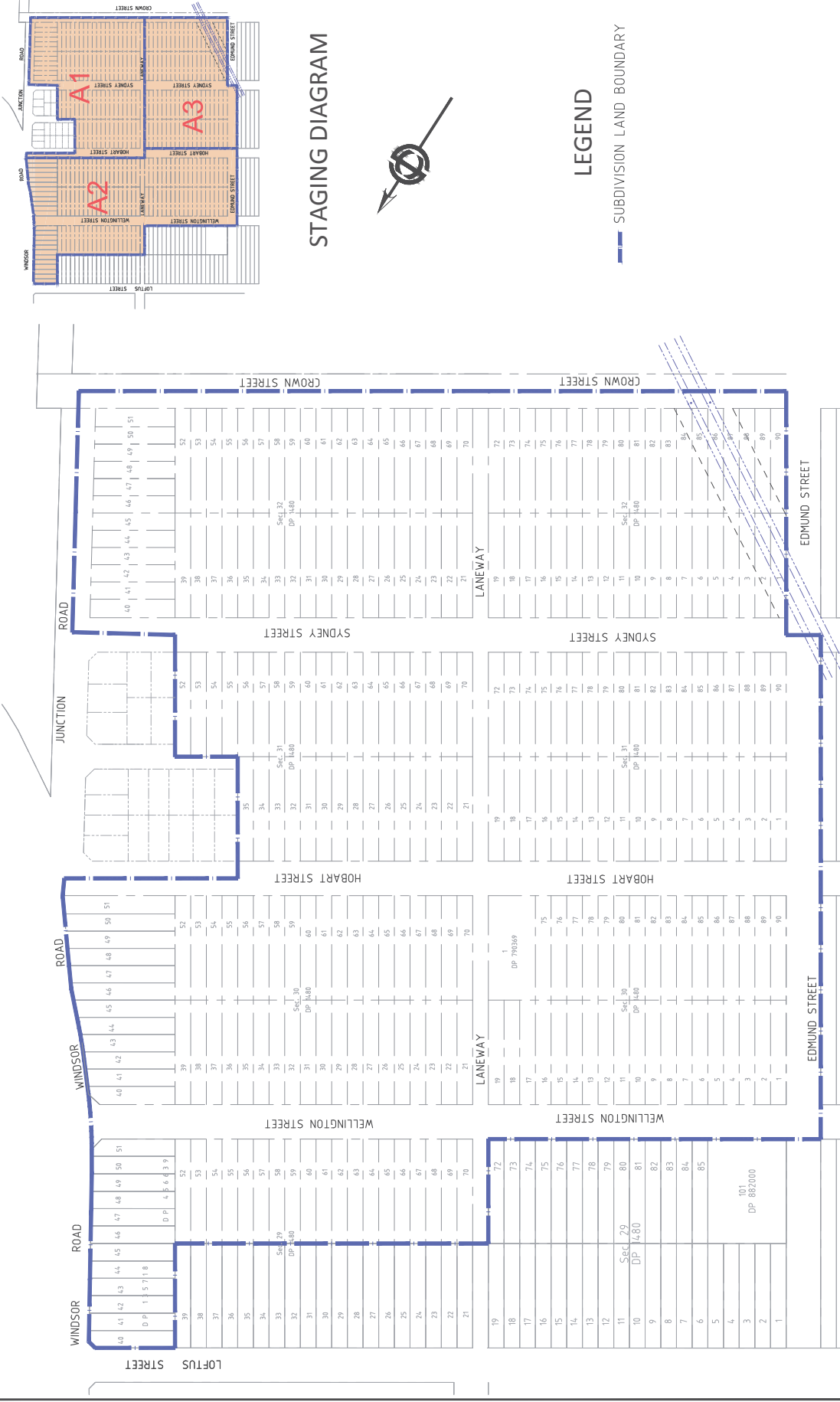
The *relevant authority* shall undertake the *subdivision works* described in clause 3.1 of the *development plan*.

Schedules

Schedule 1 – Plan of subdivision land

Schedule 2 – Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1–3)) February 2016

Schedule 1: Subdivision Land Plan



STAGING DIAGRAM

LEGEND

— SUBDIVISION LAND BOUNDARY



TITLE: DREXELTON SCHEDULED LAND
 PRECINCTS: STAGES 1, 2 & 3
 CLIENT MANAGER: VA
 SURVEYED: SH
 LOD OPERATOR: LS
 DATE: 25/03/2015
 SCALE: 1:1000
 SHEET: 1 OF 1
 SHEETS: 1
 MPA: N/A
 MCA: N/A
 MORDIN: N/A
 ORIGIN: N/A
 COORDINATES: N/A
 MUDCAD REF: 13972_DPL_1400_B2.CAD
 CIVILCAD REF: 13972_DPL_1400_B2.CAD
 PREVISION: 17/03/2015 12:30:10
 RPS
 RPS

Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1-3)) 2016

under the

Environmental Planning and Assessment Act 1979

This Development Plan is subject to the outcome of a Consent Ballot of landowners In Precinct A Stages 1-3.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Part 1 Preliminary

1.1 Name of plan

- (1) This **plan** is the *Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1-3)) 2016*.

1.2 Planning purpose

- (1) The **planning purpose** of this **plan** is to promote and co-ordinate the orderly and economic use and development of the **subdivision land**, to be achieved by the **relevant authority** providing infrastructure, re-subdividing the **subdivision land** and recouping its costs through contributions from **landowners** in the form of **monetary contributions** or **land trade**.

1.3 Land to which this plan applies

- (1) This **plan** applies to the **subdivision land**.

Note: The subdivision land is shown outlined blue on the subdivision land plan in Schedule 7.

1.4 Status of this plan

- (1) This **plan** will be in force for the purposes of the **Act** when the **plan** is adopted by the **relevant authority** in accordance with clause 268ZJ of the **Regulation**.
- (2) The implementation of this **plan** is subject to the making of the **subdivision order** by the Minister.

1.5 Functions

- (1) The **relevant authority** has the functions conferred on it by the **Act**, any other legislation which confers powers on the **relevant authority** and the **subdivision order** once it is made.
- (2) For the avoidance of doubt, the **relevant authority** can only compulsorily acquire land for the planning purpose specified in the **subdivision order** and can only compulsorily require the payment of a **contribution** if authorised to do so by the **subdivision order**.

1.6 Definitions

- (1) The Dictionary at the end of this **plan** defines words and expressions which appear in bold in this **plan** for the purposes of this **plan**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

1.7 Notes

- (1) Notes in this **plan** are provided for guidance and do not form part of this **plan**.

1.8 Relevant authority

- (1) The **relevant authority** for the purpose of this **plan** is Landcom (trading as UrbanGrowth NSW), as designated in the **subdivision order**.

Part 2 Proposed Plan of Subdivision

2.1 Plan of subdivision

- (1) The **relevant authority** proposes to subdivide the **subdivision land** in accordance with the **plan of subdivision**.
- (2) The **relevant authority** will undertake the subdivision of the **subdivision land** in stages as shown on the **plan of subdivision** and otherwise in accordance with any development consent granted in respect of the subdivision of the **subdivision land** under the **Act**.
- (3) The proposed timetable for the subdivision of the **subdivision land** and the **subdivision works** is contained in Schedule 1.

2.2 Roads

- (1) The **relevant authority** requires the **road land** and **road parcels** for the purpose of carrying out that part of the **subdivision works** comprising the construction of roads as shown on the **plan of subdivision** and for the installation of services.
- (2) If a **landholding** includes **road land** or a **road parcel**, the **relevant authority** will acquire that part of the **landholding** which is **road land** or a **road parcel** by compulsory process under the **Just Terms Act** or in accordance with a **voluntary contributions agreement**.

Part 3 Subdivision Works

3.1 Subdivision works

- (1) The **relevant authority** will cause the following **subdivision works** to be undertaken on the **subdivision land**:
 - (a) works for the purpose of roads, as shown on the **plan of subdivision**,

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

- (b) works for the purpose of water supply, as shown on the **water servicing figure**,
 - (c) works for the purpose of sewerage services, as shown on the **sewerage servicing figure**,
 - (d) works for the purpose of drainage, as shown on the **drainage figure**,
 - (e) works for the purpose of electricity supply, as shown on the **electricity reticulation figure**,
 - (f) works for the purpose of gas supply,
 - (g) works for the purpose of telecommunications,
 - (h) works for the purpose of site remediation, in accordance with the Remediation Action Plan from DLA Environmental July 2014,
 - (i) works for the purpose of demolition as shown in RPS Survey Plan dated 28 April 2014, and
 - (j) works required for the purposes of, or ancillary to, the above works.
- (2) The **subdivision works** described in sub-clause (1) are indicative only and the detail of the works will be finalised through further site investigations, and in the process of procuring statutory approvals, and may change as the works progress.

3.2 Access to subdivision land for the purpose of the subdivision works

- (1) The **relevant authority** and persons authorised by it may enter the **subdivision land** for the purposes of and in connection with the **planning purpose**, the **plan** and the **subdivision works**, in accordance with clause 15 of Schedule 5 of the **Act** and clause 268ZN of the **Regulation**.
- (2) The **relevant authority** is entitled to, and may take vacant possession of any land which is part of the **subdivision land**:
- (a) in accordance with the terms of a **voluntary contributions agreement** or any other agreement between the **landowner** of that land and the **relevant authority**, or
 - (b) in accordance with the requirements of Part 2 of the **Just Terms Act**.

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Part 4 Funding of subdivision works and development plan

4.1 Landowners Contribution

- (1) Subject to the **plan**, the **relevant authority** will fund the provision, extension and augmentation of **subdivision works** and development plan costs through a contribution from each **landowner** comprising:
- (a) 100% of all **individual costs** incurred by the **relevant authority** in respect of that **landowner's landholding**; and
 - (b) a proportion of the total **shared costs**,

calculated in accordance with the following formula:

$$LC = \left(\frac{A}{NSA} \times SC \right) + IC$$

Where:

LC is the **landowner's contribution**;

A is the area edged in red on the **plan of subdivision** which contains the **landowner's landholding**, excluding any **trunk drainage land**, **open space land**, and any **road parcels**;

NSA is the total area of all areas edged red on the **plan of subdivision**, excluding any **trunk drainage land**, **open space land**, any **road parcels**;

SC is the total **shared costs**; and

IC is the **individual costs**.

Notes:

*Shared costs shown in Schedules 4 and 5, and the cost of funds for landowners choosing to land trade (Schedule 6) are fixed at the amount shown in this **plan**. The **individual costs** in Schedule 6 (except the cost of funds for landowners choosing to land trade) are estimates only. The landowner's liability for **individual costs** may be greater than the estimate, and liability is for the actual **individual costs**.*

4.2 Liability to pay contribution

- (1) A **landowner** will be required to make the **contribution** required by clause 4.1 under either:

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- (a) a **contribution notice**; or
 - (b) a **voluntary contributions agreement**.
- (2) A contribution notice:
- (a) will be issued by the **relevant authority** at a time to be determined in the discretion of the **relevant authority**,
 - (b) will state the amount of the **contribution** required to be paid, and
 - (c) will require payment of the **contribution** by a date not less than 90 days after the date of service of the **contribution notice**.
- (3) The **contribution** must be paid by the **landowner** on the date and in the manner set out in the **contribution notice** or the **voluntary contributions agreement**.

4.3 How a landowner pays for its contribution

- (1) Each **landowner** may pay its **contribution** by:
- (a) the payment of a sum of money equal to the amount of the **landowner's contribution (monetary contribution)**, or
 - (b) agreeing to the compulsory acquisition by the **relevant authority** through a voluntary contributions agreement of the whole or part of the **landowner's landholding (land trade)**, or
 - (c) a combination of **monetary contribution** and **land trade**.

Notes:

Monetary contributions and land trades are described in Parts 5 and 6 respectively.

- (2) Where a **landowner** chooses to pay part of its **contribution** by way of a **land trade**, and the value of the **land trade** as determined in accordance with this **plan** is less than the **landowner's contribution**, the **landowner** is required to pay a **monetary contribution** in the amount of that shortfall.
- (3) A **landowner** cannot pay part of its **contribution** by way of the acquisition of **road land** by, or transfer of **road land** to, the **relevant authority**.

4.4 Voluntary contributions agreement

- (1) If a **landowner** and the relevant authority agree to enter into a **voluntary contributions agreement**, that agreement will set out:

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- (a) the **landowner's landholding**,
 - (b) the amount of the **landowner's contribution**,
 - (c) whether the **landowner** is paying its **contribution** by **monetary contribution, land trade** or both,
 - (d) the part of the **landowner's landholding**, if any, to be the subject of the **land trade**,
 - (e) that part of the **landowner's landholding**, if any, that is **road land**,
 - (f) the value of any **traded land** or **road parcel** which forms part of the **landowner's landholding** determined in accordance with this **plan**,
 - (g) default provisions that will operate if the **landowner** does not comply with the terms of the **voluntary contributions agreement**,
 - (h) the date and terms on which the **relevant authority** is entitled to vacant possession of land which it acquires,
 - (i) the date and terms on which the **relevant authority** may access the **landowner's** land for and in connection with the **planning purpose**, the **plan** and the **subdivision works** prior to its entitlement to vacant possession, and
 - (j) where it is agreed that a **land trade** will occur by compulsory process, provisions that provide the **voluntary contributions agreement** is an agreement for the purpose of section 30 of the **Just Terms Act**,
 - (k) such other matters as agreed by the **relevant authority** and the **landowner**.
- (2) If a **landowner** does not enter into a **voluntary contributions agreement** with the **relevant authority** within 60 days of the date of gazettal of the **subdivision order**, the **relevant authority** may, in its absolute discretion do either or both of the following:
- (a) exercise its right to compulsorily acquire the whole or part of the **landowner's landholding**, or
 - (b) require the **landowner** to make a **monetary contribution** in accordance with the **contribution notice** issued to the **landowner** under this **plan**.

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Part 5 Procedures in Respect of Monetary Contributions

5.1 Monetary contribution

- (1) If a **landowner** does not pay a **monetary contribution**:
 - (a) in the time stipulated in the **contribution notice**; or
 - (b) in accordance with the terms of the **voluntary contributions agreement**,

the **relevant authority** may do either or both of the following:

- (c) exercise its powers to compulsorily acquire the whole or part of the **landowner's landholding**, or
 - (d) take steps to recover the **monetary contribution** as a debt in a court of competent jurisdiction.
- (2) All **monetary contributions** will be held by the **relevant authority** in the **fund**.

5.2 Individual costs

- (1) If the **relevant authority** becomes aware that the **individual costs** for which a **landowner** is liable exceed the amount estimated in Schedule 6 for that **landholding**, the **relevant authority** may issue a notice to the **landowner** requiring payment of the amount of the exceedance and the **landowner's contribution** will be increased by that amount on the issuing of that notice.
- (2) A notice under sub-clause 5.2(1) must:
 - (a) be in writing and served on the **landowner**,
 - (b) specify details and amounts of the costs incurred, and the amount by which the **individual costs** exceed the estimate in Schedule 6,
 - (c) if the **landowner** has not entered into a **voluntary contributions agreement**, specify the mode by which the landowner is required to meet the additional **individual costs** which may be by **monetary contribution** or by **land trade**, and the date by which payment is required (which must be a date not less than 90 days after the date of service of the notice).
- (3) The **relevant authority** may issue a notice under sub-clause 5.2 (1) on more than one occasion.
- (4) The provisions of Part 5, 6, 7 and 8 of this **plan** apply in respect of the increase in any **landowner's contribution** under this clause.

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Part 6 Procedures in Respect of Acquisitions, Land Trades and other matters

6.1 Compulsory acquisition

- (1) Where **land** (other than **road land** or a **road parcel**) is compulsorily acquired by the relevant authority, following the completion of the subdivision works and at a time at its absolute discretion, the **relevant authority** will place the compulsorily acquired land on the market for public sale and the **relevant authority** will complete the sale of that land as soon as reasonably practicable after registration of the **plan of subdivision**.
- (2) The **net proceeds** of the sale of any compulsorily acquired land will be deposited into the **fund**.

6.2 Land trade

- (1) If a **landowner** enters into a **voluntary contributions agreement** under which the **landowner** agrees to a **land trade**, the **traded land** will be as set out in that agreement.

6.3 Sale of traded land

- (1) Following the completion of the subdivision works and at a time at its absolute discretion, the **relevant authority** will place the **traded land** on the market for public sale and the **relevant authority** will complete the sale of that **traded land** as soon as reasonably practicable after registration of the **plan of subdivision**.
- (2) The **net proceeds** of the sale of any **traded land** will be deposited into the **fund**.

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6.4 Road parcels

- (1) The **relevant authority** is entitled to compulsorily acquire a **road parcel** for the **planning purpose** either through a **voluntary contributions agreement** or by compulsory process under the **Just Terms Act**.
- (2) If a **road parcel** is compulsorily acquired under the **Just Terms Act** (but not through a **voluntary contributions agreement**), then the **relevant authority** will, within 28 days of the acquisition date, pay the former owner of that **road parcel** the market value of the **road parcel** as set out in schedule 2.

6.5 Landowner's principal place of residence

- (1) The **relevant authority**, is entitled to compulsorily acquire land that contains a **landowner's principal place of residence** for the **planning purpose**.
- (2) Where land that contains the **landowner's principal place of residence** is compulsorily acquired under the **Just Terms Act** (but not through a **voluntary contributions agreement**), then the **relevant authority** will, within 28 days of the acquisition date, pay the **landowner** monetary compensation in the amount of:
 - (a) the market value of the **landowner's landholding** as set out in Schedule 2; and
 - (b) an amount equal to the maximum amount of compensation in respect of solatium payable under section 60 of the **Just Terms Act**.

6.6 Sale of land containing a landowner's principal place of residence

- (1) Following the completion of the **subdivision works** and at a time at is absolute discretion, the **relevant authority** will place the **landholder's landholding** on the market for public sale and the **relevant authority** will complete the sale of that land as soon as reasonably practicable after registration of the **plan of subdivision**.
- (2) The **net proceeds** of the sale of any of the **landholder's landholding** containing a **principal place of residence** will be deposited into the **fund**.

6.7 Ongoing business concern

- (1) Where land that contains an **ongoing business concern** is compulsorily acquired under the **Just Terms Act** (but not through a **voluntary contributions agreement**), then the **relevant authority** will, within 28 days of the acquisition date, pay the person who was carrying on the **ongoing business concern** an amount for relocation or extinguishment of the

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ongoing business concern equal to the maximum amount of compensation in respect of solatium payable under section 60 of the **Just Terms Act**.

Part 7 – Compulsory Acquisition of Land

7.1 Methods of Acquisition

- (1) The **relevant authority** may at any time acquire any part of **subdivision land** for the **planning purpose** in accordance with this **plan** and the **Just Terms Act** by a **voluntary contributions agreement**, or by compulsory process.

7.2 Rules regarding compensation

- (1) A **landowner** whose land is acquired for the **planning purpose** is entitled to compensation from the **relevant authority** in accordance with this **plan**.
- (2) Subject to this **plan**, the compensation to which a **landowner** is entitled for the acquisition of any part of their land is the carrying out of the **subdivision works**, and the performance of functions by the **relevant authority** to achieve the **planning purpose**.
- (3) For the purposes of this **plan**, the **relevant authority** may request that the **landowner** or other relevant person provide written evidence in respect of the presence of a **principal place of residence** or **ongoing business concern** on any land being acquired by the **relevant authority** from the **landowner**.

Note: Amendment to Land Acquisition (Just terms Compensation Act) 1991

Clause 7(6) of Schedule 5 of the Environmental Planning and Assessment Act 1979 provides the following amendment:

For the purposes of this clause, a reference in the [Land Acquisition \(Just Terms Compensation\) Act 1991](#) to an amount of compensation includes a reference to compensation other than monetary compensation and a reference to payment of compensation includes a reference to the provision of such compensation.

This amendment applies to compensation under this development plan, and enables landowners to fund their contributions by providing land or a monetary contribution or both to the relevant authority.

7.3 Application of Just Terms Act

- (1) To the extent that a **landowner** pays their **contribution** by the provision of land to the **relevant authority**, the compensation for the acquisition will not be monetary and sections 44(2), 45(3), 49-51, 54-62, 64, 66(4), and 68(2) of the **Just Terms Act** do not apply to that acquisition.

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- (2) To the extent that the **relevant authority** compulsorily acquires **road land** from a **landowner**, the compensation for the acquisition will not be monetary and sections 44(2), 45(3), 49-51, 54-62, 64, 66(4), and 68(2) of the **Just Terms Act** do not apply to that acquisition.
- (3) Division 4 of Part 3 of the **Just Terms Act** does not apply to the determination of compensation for any part of the **subdivision land** acquired by the **relevant authority** under this **plan** (including land acquired by agreement under a **voluntary contributions agreement**).

Part 8 Rules Regarding Distribution of Surplus

8.1 Surplus

- (1) As soon as reasonably practicable after the **completion** of this **plan**, the **relevant authority** will pay to each **landowner** an amount calculated as follows:

$$S = \left(\frac{A}{NSA} \times SCS \right) + NP + MC + I - (C + CP + SP + SO)$$

Where:

S is the amount of the **surplus** to which a **landowner** is entitled;

SCS is the amount (if any) by which the actual aggregate **shared costs** incurred by the **relevant authority** falls short of the aggregate **shared costs** set out in this plan;

A is the area of the **landowner's landholding** edged in red on the **plan of subdivision** excluding any **trunk drainage land, open space land, and any road parcels**;

NSA is the total area of all areas edged red on the **plan of subdivision** excluding any **trunk drainage land, open space land, and any road parcels**;

NP means **net proceeds** from the sale by the **relevant authority** of any land that was owned by the **landowner** at the date of this **development plan**;

MC is the amount of any **monetary contribution** made by the **landowner**;

I is the interest accrued on any **monetary contribution** made by the **landowner**;

C is the **contribution** for which the **landowner** is liable;

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CP is the amount of any compensation paid to a **landowner** for the acquisition of the **landowner's landholding** that contained the **landowner's principal place of residence**;

SP is any **specific costs** incurred by the **relevant authority** in respect of the **landowner** and the **landowner's landholding**; and

SO is the amount paid to any person who was carrying an ongoing business concern under this **plan** on the landowner's landholding.

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SCHEDULE 1. TIMETABLE

Clause 2.1

Description	Pre-condition	Timing
<ul style="list-style-type: none"> Issue of a Subdivision Order by the Minister 	<ul style="list-style-type: none"> Subject to required majority achieved in ballot 	<ul style="list-style-type: none"> Anticipated mid 2016
Implementation of the Development Plan		
<ul style="list-style-type: none"> Relevant authority to lodge Development Application with Council 	<ul style="list-style-type: none"> Subject to Subdivision Order 	<ul style="list-style-type: none"> Anticipated late 2016
<ul style="list-style-type: none"> Landowners to enter into Voluntary Contributions Agreement with relevant authority 	<ul style="list-style-type: none"> Subject to Subdivision Order 	<ul style="list-style-type: none"> Within 60 days of Subdivision Order
<ul style="list-style-type: none"> Landowners to make their contribution 	<ul style="list-style-type: none"> Subject to Subdivision Order Subject to VCA 	<ul style="list-style-type: none"> Within 90 days of a contribution notice being issued by relevant authority, or as per VCA
<ul style="list-style-type: none"> Relevant authority to commence construction of Subdivision Works 	<ul style="list-style-type: none"> Subject to Development Consent/ Construction Certificate Subject to all VCAs signed/ all land acquisitions 	<ul style="list-style-type: none"> Anticipated in three stages, commencing with Precinct A1. Construction period of 6 – 9 months
<ul style="list-style-type: none"> Subdivision certificate received from Council 	<ul style="list-style-type: none"> Completion of subdivision works 	<ul style="list-style-type: none"> Anticipated 3 months from completion of subdivision works
<ul style="list-style-type: none"> New lots ready for sale 	<ul style="list-style-type: none"> Registration of subdivision plan 	<ul style="list-style-type: none"> On registration of titles

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SCHEDULE 2. SCHEDULE OF LAND

Clause 1.3, 7.3

Precinct A (Stages 1-3)

Property Identification No.	Landholding	Landowner's landholding (A) m ²	Net Subdivision Area (NSA) m ²	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
4	LOT 66-70 SEC 29 DP 1480 Wellington Street	2,225.60	142,319.10	1.56	442,000	520,000 (excluding Lot 70 Sec 29 DP 1480 zoned for trunk drainage)
5	LOT 60-65 SEC 29 DP 1480 Wellington Street	3,338.40	142,319.10	2.35	578,000	780,000
6	LOT 54-59 SEC 29 DP 1480 Wellington Street	3,338.40	142,319.10	2.35	566,000	830,000
7	LOT 40-45 DP 135718 Windsor Road, LOT 46-51 DP 456639 Windsor Road, LOT 52-53 SEC 29 DP 1480 Wellington Street	6,210.90	142,319.10	4.36	895,000	1,560,000
7A (road parcel)	LOT 52 (partial) & LOT 53 SEC 29 DP 1480 Wellington Street	-	-	-	-	230,100 (road parcel)
8	LOT 47-51 SEC 30 DP 1480 Windsor Road, RESIDUE OF LOT 40-46 SEC 30 DP 1480 AF Windsor Road	7,075.80	142,319.10	4.97	702,000	1,846,000

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Property Identification No.	Landholding	Landowner's landholding (A) m ²	Net Subdivision Area (NSA) m ²	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
9	LOT 39 SEC 30 DP 1480 Wellington Street, LOT 52-53 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	295,000	409,500
9A (road parcel)	LOT 39 SEC 30 DP 1480 Wellington Street	-	-	-	-	136,500 (road parcel)
10	LOT 38 SEC 30 DP 1480 Wellington Street	-	-	-	98,300	130,000 (road parcel)
15	LOT 15-19 SEC 30 DP 1480 Wellington Street	2,782.00	142,319.10	1.95	406,000	650,000
18	LOT 5-6 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
25	LOT 58-59 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
27	LOT 54-55 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
30	LOT 29-30 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
47	LOT 38-39 SEC 32 DP 1480 Sydney Street	-	-	-	227,000	273,000 (road parcel)
11	LOT 36-37 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	500,000
12	LOT 34-35 SEC 30 SP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
17	LOT 7-8 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
19	LOT 3-4 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
31	LOT 21-28 DP 31 LOT 1480 Hobart Street	4,451.20	142,319.10	3.13	673,000	1,040,000

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Property Identification No.	Landholding	Landowner's landholding (A) m ²	Net Subdivision Area (NSA) m ²	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
46	LOT 40-45 SEC 32 DP 1480 Junction Road	2,965.60	142,319.10	2.08	528,000	858,000
80	LOT 86-90 SEC 32 DP 1480 Crown Street	-	-	-	233,000	- (zoned for open space)
13	LOT 33 SEC 30 DP 1480 Wellington Street	556.4	142,319.10	0.39	98,300	130,000
14	LOT 21-32 SEC 30 DP 1480 Wellington Street LOT 63-70 SEC 30 DP 1480 Hobart Street	11,128.00	142,319.10	7.82	987,000	2,470,000
16	LOT 9-14 SEC 30 DP 1480 Wellington Street LOT 75-85 SEC 30 DP 1480 Hobart Street	8,346.00	142,319.10	5.86	1,060,000	1,976,710 (excluding LOT 13 SEC 30 DP 1480 & LOT 83 SEC 30 DP 1480 zoned for trunk drainage)
20	LOT 1-2 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
21	LOT 86-90 SEC 30 DP 1480 Hobart Street	2,782.00	142,319.10	1.95	516,000	1,040,000
22	LOT 1 DP 790369 Hobart Street	1,672.00	142,319.10	1.17	346,000	409,500
23	LOT 61-62 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
24	LOT 60 SEC 30 DP 1480 Hobart Street	556.40	142,319.10	0.39	116,000	136,500
26	LOT 56-57 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
29A	LOT 31-32 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	267,000	273,000

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Property Identification No.	Landholding	Landowner's landholding (A) m ²	Net Subdivision Area (NSA) m ²	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
29B	LOT 33-35 SEC 31 DP 1480 Hobart Street	1,669.20	142,319.10	1.17	340,000	409,500
32	LOT 17-19 SEC 31 DP 1480 Hobart Street	1,669.20	142,319.10	1.17	340,000	409,500
33	LOT 14-16 SEC 31 DP 1480 Hobart Street	1,669.20	142,319.10	1.17	340,000	409,500
34	LOT 12-13 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
35	LOT 10-11 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
36	LOT 8-9 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
37	LOT 1 SEC 31 DP 1480 Edmund Street, LOT 2-7 SEC 31 DP 1480 Hobart Street	3,894.80	142,319.10	2.74	748,000	955,500
38	LOT 72-90 SEC 31 DP 1480 Sydney Street	10,571.60	142,319.10	7.43	1,190,000	2,340,000
39	LOT 67-70 SEC 31 DP 1480 Sydney Street	2,225.60	142,319.10	1.56	430,000	546,000
40	LOT 65-66 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	217,000	273,000
41	LOT 63-64 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
42	LOT 61-62 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
43	LOT 59-60 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
44	LOT 57-58 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	229,000	273,000
45	LOT 52-56 SEC 31 DP 1480 Sydney Street	2,782.00	142,319.10	1.95	377,000	884,000

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Property Identification No.	Landholding	Landowner's landholding (A) m ²	Net Subdivision Area (NSA) m ²	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
48	LOT 28-37 SEC 32 DP 1480 Sydney Street, LOT 56-61 SEC 32 DP 1480 Crown Street	8,902.40	142,319.10	6.26	1,050,000	2,080,000
49	LOT 25-27 SEC 32 DP 1480 Sydney Street	1,669.20	142,319.10	1.17	332,000	429,000
50	LOT 21-24 SEC 32 DP 1480 Sydney Street	2,225.60	142,319.10	1.56	455,000	936,710
51	LOT 18-19 SEC 32 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	217,000	273,000
52A	LOT 17 SEC 32 DP 1480 Sydney Street	556.40	142,319.10	0.39	104,000	136,500
52B	LOT 16 SEC 32 DP 1480 Sydney Street	556.40	142,319.10	0.39	104,000	136,500
53	LOT 14-15 SEC 32 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
54	LOT 12-13 SEC 32 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
55	LOT 1-11 SEC 32 DP 1480 Sydney Street	3,010.90	142,319.10	2.12	737,000	955,500 (excluding LOT 1-4 SEC 32 DP 1480 zoned for open space)
55A (road parcel)	LOT 5 & 6 (partial) SEC 32 DP 1480 Sydney Street	-	-	-	-	218,400 (road parcel)
81	LOT 80-85 SEC 32 DP 1480 Crown Street	2,225.60	142,319.10	1.56	473,000	962,710 (excluding LOT 84-85 SEC 32 DP 1480 zoned for open space)

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Property Identification No.	Landholding	Landowner's landholding (A) m ²	Net Subdivision Area (NSA) m ²	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
82	LOT 74-79 SEC 32 DP 1480 Crown Street	3,338.40	142,319.10	2.35	406,000	819,000
83	LOT 72-73 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	286,000
84	LOT 69-70 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	299,000
85	LOT 66-68 SEC 32 DP 1480 Crown Street	1,669.20	142,319.10	1.17	399,000	448,500
86	LOT 64-65 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	299,000
87	LOT 62-63 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	299,000
88	LOT 52-55 SEC 32 DP 1480 Crown Street	2,225.60	142,319.10	1.56	578,000	884,000
89	LOT 46-51 SEC 32 DP 1480 Junction Road	2,870.70	142,319.10	2.02	415,000	1,521,710

Note: * Market Value includes solatium where applicable.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

SCHEDULE 3: PLAN OF SUBDIVISION

Clause 2.1

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.



SCHEDULE 3: PLAN OF SUBDIVISION Clause 2.1

TITLE REFERENCE: 1185/24 OF 1995
 PROJECT NUMBER: 1185/24 OF 1995
 PRECINCT & STAGES: 1 & 2
 DATE: 25/03/2015
 SCALE: 1:1000
 SHEET SIZE: A1
 SHEET 1 OF 4
 SHEETS: 4

RPS
 CONSULTING PEOPLE
 CONSULTANTS
 CIVIL & STRUCTURAL ENGINEERING
 1185/24 OF 1995
 V. DMR 32-2016

RPS
 CONSULTING PEOPLE
 CONSULTANTS
 CIVIL & STRUCTURAL ENGINEERING
 1185/24 OF 1995
 V. DMR 32-2016

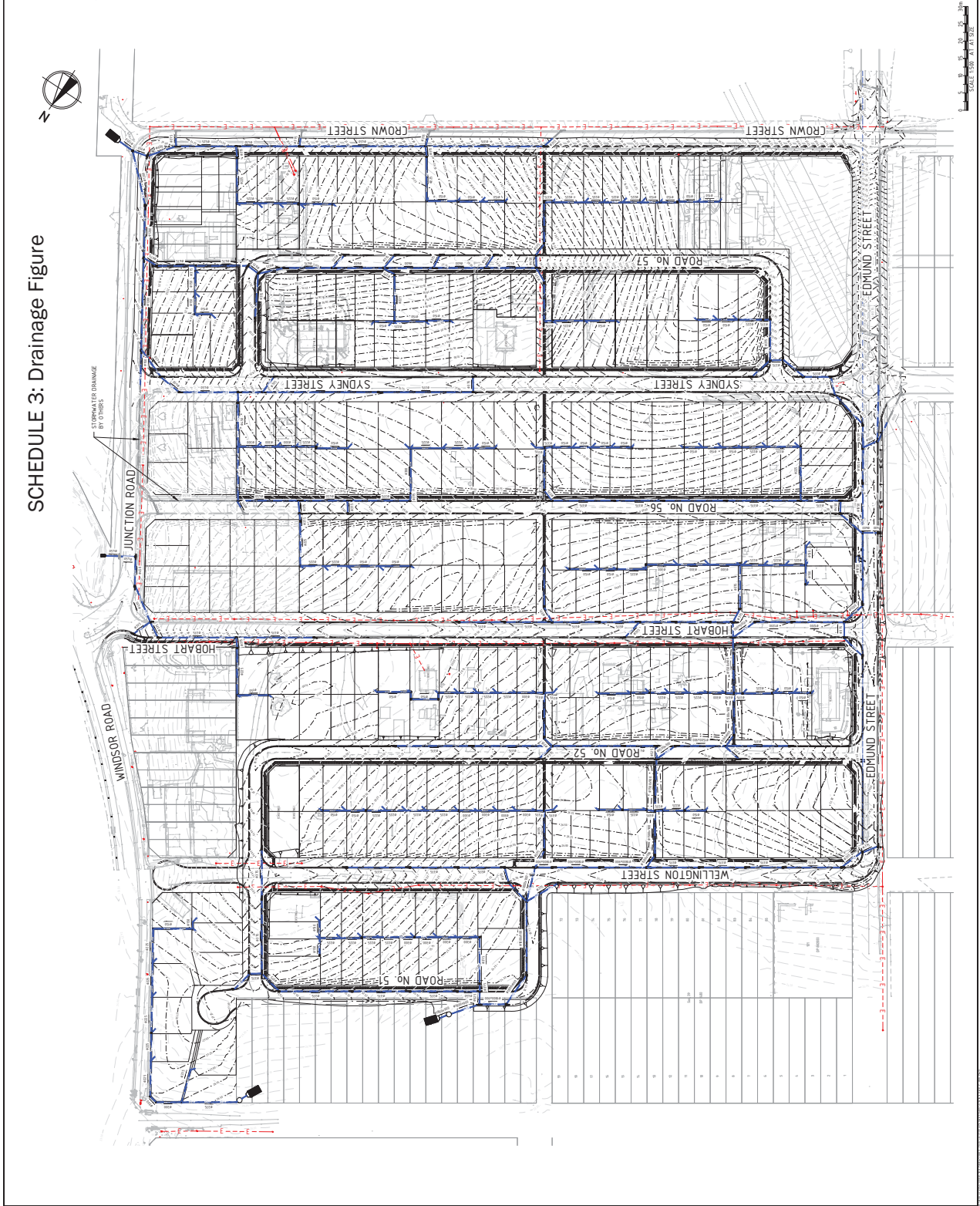
RPS
 CONSULTING PEOPLE
 CONSULTANTS
 CIVIL & STRUCTURAL ENGINEERING
 1185/24 OF 1995
 V. DMR 32-2016



ROSE ATKINS RIMMER (Infrastructure) Pty. Ltd. R.A.P. 10/01/2016 P.O. BOX 676, BLACKTOWN N.S.W. 2148 PH: (02) 9521 5200 FAX: (02) 9521 1794 www.roseatkinsrimmer.com.au		URBAN GROWTH (NSW)	RIVERSTONE SCHEDULED LANDS STAGE A1, A2, A3 WATER RETICULATION CONCEPT PLAN	DATE: 10/01/2016 DRAWN BY: J. HARRISON CHECKED BY: J. HARRISON SCALE: 1:100 SHEET NO: 3.1
DATE	REF.	SHEET OF 1 5/21434/SigA		



SCHEDULE 3: Drainage Figure



- LEGEND**
- PROPOSED BOUNDARY
 - PROPOSED CONTOURS
 - PROPOSED KERB FOR HOBBY TYPE REEFER
 - PROPOSED WALL SECTION AND LANDING PLANS
 - PROPOSED STORMWATER DRAINAGE
 - PIT AND TYPE
 - PROPOSED STORMWATER DRAINAGE
 - PROPOSED STORMWATER DRAINAGE PITS WITH CONNECTION
 - PROPOSED HEADWALL
 - PROPOSED SHALE
 - PROPOSED DRAINAGE EASEMENT
 - 1.5m WIDE (TYP)
 - 1.5m WIDE FOR 375mm
 - EXISTING SURFACE
 - EXISTING BOUNDARY



STORMWATER DRAINAGE BY OTHERS

(CONCEPT PLAN)

REVISIONS		
NO.	DATE	DESCRIPTION
1		


UrbanGrowth NSW
 Sydney Office
 21-8 Wentworth St, Sydney NSW 2000
 E / info@urbangrowth.com.au
 G / urbangrowth.com.au


BG & E
 RIVERSTONE
 SCHEDULED LANDS (STAGE A1-A3)

CONCEPT

NO.	DATE	DESCRIPTION
1		

DRAINAGE PLAN

PROJECT NO.	ST13153
CLIENT	SKC-055
DRAWN BY	A

SCHEDULE 4 SHARED COSTS – COST OF SUBDIVISION WORKS

Description	Estimated costs (\$ excl GST)
(1) Cost of subdivision works	
Cost of Subdivision works (excluding remediation and demolition)	
Roads and drainage	7,285,638
Water supply	1,300,160
Sewerage services	2,493,064
Electricity	2,624,717
Telecommunications and Gas supply	464,250
Works required for the purposes of, or ancillary to the above	7,281,546
Total costs of subdivision works	21,449,375

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

SCHEDULE 5: SHARED COSTS - DEVELOPMENT PLAN COSTS

Description	Estimated costs (\$ excl GST)
Costs of obtaining or preparing any reports Consultants including but not limited to project management, civil, design, survey, planning and geotechnical	3,643,207
Amount of levies, fees or charges applicable to the proposed subdivision or subdivision works Application fees: DA & CC	616,000
Relevant authority administrative costs relating to the development plan Development manager Development Plan drafting, ballot and obtaining subdivision order	2,493,000 459,200
Total shared Development Plan costs	7,211,407

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

SCHEDULE 6: INDIVIDUAL COSTS

Clause 5.2

Description	Estimated costs (\$ excl GST)
Cost of subdivision works	
Cost of Remediation works	152,497
Cost of demolition works	468,925
Development Plan costs	
Amount of levies, fees or charges applicable to the proposed subdivision or subdivision works	
Section 94 contribution (local infrastructure)	Based on \$31,850 per new lot created
Special Infrastructure Contribution	Based on \$21.50 per m ² NDA*
Cost of Funds - interest costs for financing works (land traders only)	Based on \$28.22 per A m ²

Note:

Individual costs identified in this **Plan** are estimates only and may change. The actual cost of **individual costs** will be determined when the subdivision works are completed.

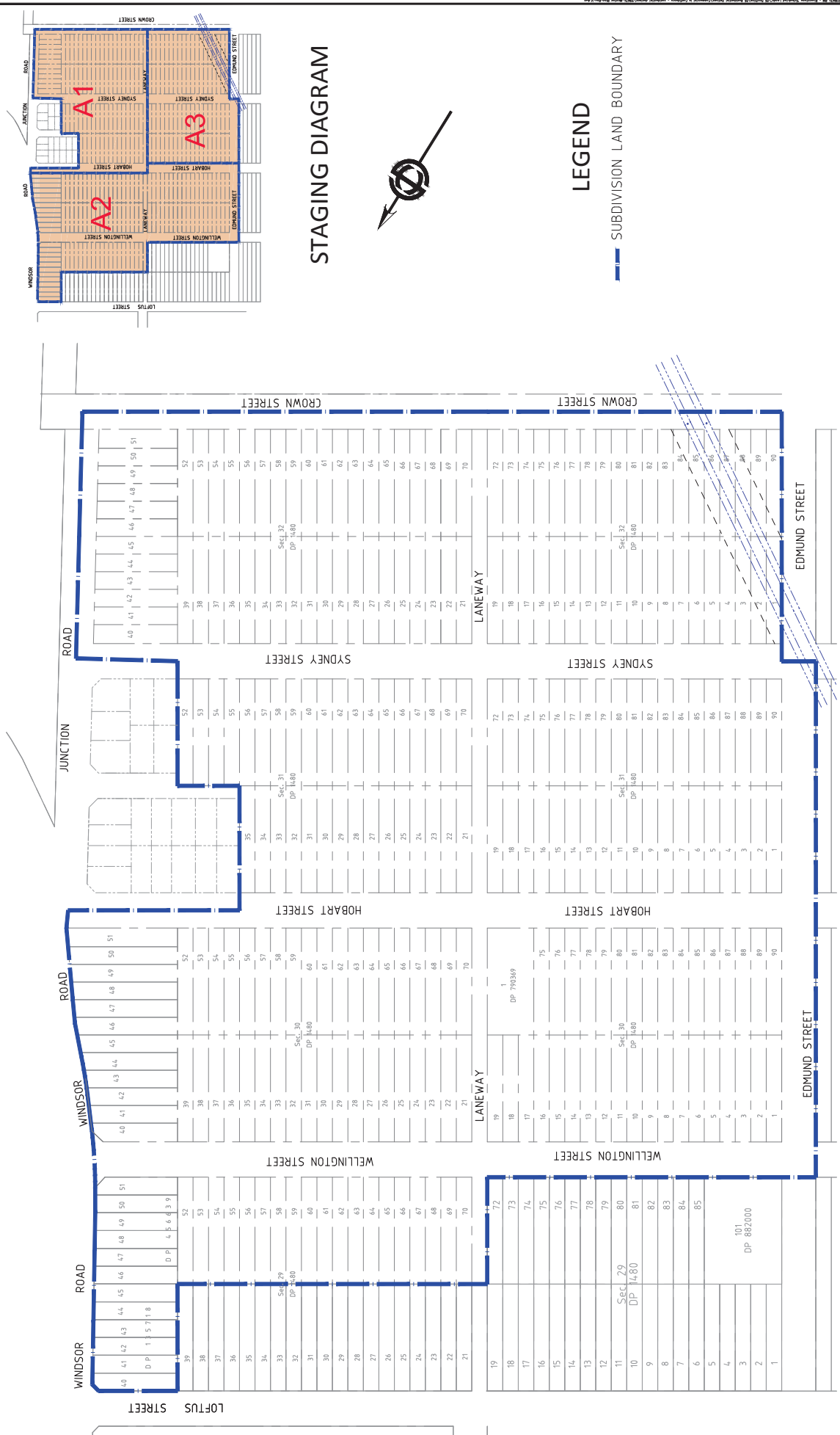
* Net Developable Area (NDA) is as defined in the Environmental Planning and Assessment (Special Infrastructure Contribution – Western Sydney Growth Centres) Determination 2011



Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Schedule 7: Subdivision Land Plan Clause 1.3



STAGING DIAGRAM



LEGEND

— SUBDIVISION LAND BOUNDARY

TITLE REFERENCE: SUBDIVISION LAND PLAN
 PROJECT: STAGES 1, 2 & 3
 SCALE: 1:1000 (A1)
 DATE: 11/11/2016
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT MANAGER: [Name]
 SURVEYED: [Date]
 LOG OFFICER: [Name]
 SHEET 1 OF 1 SHEETS
 SHEET SIZE: A1
 SCALE: 1:1000
 SHEETS: 1
 PROJECT: STAGES 1, 2 & 3
 DATE: 11/11/2016
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT MANAGER: [Name]
 SURVEYED: [Date]
 LOG OFFICER: [Name]



DICTIONARY

The **Act** means the *Environmental Planning and Assessment Act 1979*.

completion of this **plan** means the later of the date of completion of all **subdivision works** and the date of completion of the contract for sale by the **relevant authority** of the last lot of **traded land** the subject of a **land trade** under this **plan**.

contribution means the amount calculated in accordance with clause 4.1, as varied under subclause 5.2(1).

contribution notice means a notice issued under clause 9(1) of Schedule 5 of the **Act** requiring the payment of a **contribution**.

demolition means the works required for and ancillary to the plan as contained in Schedule 3.

electricity reticulation figure means the plan as contained in Schedule 3 to this **plan**.

fund means the fund established by the **relevant authority** approved by the Minister, under clause 10 of Schedule 5 of the **Act**, into which **monetary contributions** and other amounts are to be paid under this **plan**.

individual costs means the actual costs incurred by the **relevant authority** in respect of the **landowner's landholding** in relation to:

- (a) **remediation** and **demolition** works,
- (b) contributions, levies or charges required paid or payable under s94, 94A or 94EF of the Act, and
- (c) the **relevant authority's** cost of funds (except to the extent that a **landowner** makes a **monetary contribution**),

an estimate of which is contained in Schedule 6 to this **plan**.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991*.

land contamination means contamination of land as defined in section 5 of the *Contaminated Land Management Act 1997*.

landholding means a lot, or more than one lot, held in the same ownership as at the date of this **development plan**.

landowner means the registered proprietor of land in the **subdivision land** from time to time, prior to the acquisition of the land or part of the land by the **relevant authority**. Where there is more than one registered proprietor of a **landholding** they are taken to be one landowner.

landowners means all of the landowners of the **subdivision land**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

land trade has the meaning given to that phrase in clause 4.3.

monetary contribution has the meaning given to that phrase in clause 4.3

net proceeds means the proceeds of the sale by the **relevant authority** of any part of a **landowner's landholding** that was acquired by the **relevant authority** under this **plan**, after deduction of GST payable in connection with the sale of the land and any other relevant taxes.

ongoing business concern means a business being lawfully carried out by a person on a **landholder's landholding**.

open space land is land designated for open space purposes on the **plan of subdivision**.

plan means this development plan.

plan of subdivision means the proposed plan of subdivision as contained in Schedule 3 to this **plan**.

planning purpose is the planning purpose for which the **subdivision order** is made, and is described in clause 1.2.

principal place of residence is where the **landowner** lives in a dwelling on the **landholder's landholding** for more than 50 per cent of the time in each week.

regulation means the *Environmental Planning and Assessment Regulation 2000*.

relevant authority is Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688, of 60 Station Street Parramatta NSW 2150, as specified in the **subdivision order**.

remediation means the works required for, and ancillary to:

- preparing a long-term management plan for land if appropriate and required due to **land contamination**,
- removing, dispersing, destroying, reducing, mitigating or containing **land contamination**,
- eliminating or reducing any hazard arising from **land contamination**.

remediation of land contamination figure means the plan as contained in Schedule 3 to this **plan**.

road land means the land shown in grey on the **plan of subdivision**.

road parcel means the land coloured purple on the **plan of subdivision**.

sewerage servicing figure means the plan as contained in Schedule 3 to this **plan**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

shared costs means:

- (a) the costs of the provision, extension and augmentation of the **subdivision works** excluding **demolition** and **remediation** on the **subdivision land**, as set out in Schedule 4 to this **plan**, and
- (b) development plan costs, as that term is defined in the Act, and as set out in Schedule 5 to this **plan**.

specific costs means the following costs actually incurred in respect of a **landowner** and that **landowner's landholding** (as it was prior to any acquisition by the **relevant authority**):

- (a) the costs incurred by the Sheriff (or prescribed person) in delivering possession of land to the **relevant authority** if vacant possession is not delivered to the **relevant authority** as required under this **plan**,
- (b) the administrative, marketing, sales commission, and legal costs involved in the sale of land the subject of a **land trade**,
- (c) any costs incurred by the **relevant authority** as a result of any default by the **landowner** of its obligations under a **voluntary contributions agreement**, or any failure of a **landowner** to comply with a **contribution notice** including:
 - (i) all fees and charges necessarily or reasonably incurred by the **relevant authority** in remedying the breach, and
 - (ii) all legal costs and expenses reasonably incurred by the **relevant authority** by reason of the breach,
- (d) any legal or other costs incurred by the **relevant authority** in respect of any proceedings commenced in the Land & Environment Court by a **landowner** in relation to any matter concerning this **plan**, and
- (e) any amount which the **relevant authority** has been required to pay to a holder of any interest in the land (as defined in the **Just Terms Act**) owned by the **landowner** as a result of any acquisition by the **relevant authority** of that interest in the **landowner's landholding**,

except to the extent that any such costs have already been recovered from the **landowner** under this **plan** or a **voluntary contributions agreement**.

subdivision land means the land shown on the **subdivision land plan**, in respect of which the **subdivision order** is made.

subdivision land plan means the plan showing the existing **subdivision land** in Schedule 7 to this **plan**.

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

subdivision order means a subdivision order as defined in clause 1 of Schedule 5 of the **Act** in respect of the **subdivision land** and this **plan**.

subdivision works means all works required for, and ancillary to, the carrying out of the subdivision on the **subdivision land**, being the works described in clause 3.1.

surplus means the amount (if any) which a **landowner** is entitled to receive from the **relevant authority**, calculated in accordance with clause 8.1.

traded land means land offered and accepted by the **relevant authority** as a **land trade** in accordance with a **voluntary contributions agreement**.

trunk drainage land is land designated for drainage in the **plan of subdivision**.

voluntary contributions agreement is a voluntary agreement between the **relevant authority** and a **landowner** which may be made pursuant to section 30 of the **Just Terms Act** under which the **landowner** agrees to pay the **landowner's contribution** by making a **monetary contributions** or a **land trade** or both.

water servicing figure means the plan as contained in Schedule 3 to this **plan**.

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NATIONAL PARKS AND WILDLIFE ACT 1974

Yass Aboriginal Cemetery Aboriginal Place,
Yass

Pursuant to section 84 of the *National Parks and Wildlife Act 1974*, I, the Minister for the Environment, being of the opinion that the place known as the Yass Aboriginal Cemetery is, and was, of special significance to Aboriginal culture, declare the lands described in Schedule “A” as an Aboriginal place.

The values for which the proposed Yass Aboriginal Cemetery Aboriginal Place has been assessed as significant to Aboriginal culture includes, but is not limited to, it being a place valued for its post-contact Aboriginal history and plays a significant role in the wider Yass Aboriginal cultural landscape.

The Yass Aboriginal Cemetery assists Aboriginal families across New South Wales who have a connection to the Yass area, in particular the government-run reserve, Hollywood, plus the fringe camps known as Black’s Camp and Oak Hill, to trace their family genealogies.

The cemetery is significant to local Aboriginal Elders for cultural renewal through the location being used to rebury ancestral remains repatriated from state museums and institutions. This provides an opportunity for Elders to teach children and the wider community details of both traditional knowledge and post-contact history of the area.

All these elements of significance are contemporaneous and together represent and embody the post-contact history of Aboriginal community life in Yass, New South Wales.

Note: under section 86 of the *National Parks and Wildlife Act 1974*, it is an offence to harm or desecrate (harm includes destroy, deface or damage) an Aboriginal place.

Activities or works for the conservation or protection of the Aboriginal place that are carried out by an officer of the Office of Environment and Heritage, or under the direction of such an officer, in accord with section 87A (a) of the *National Parks and Wildlife Act 1974* may be exempt.

Activities carried out in accordance with the *Public Health Regulation 2012* part 8 Disposal of Bodies which constitute the continued use of Yass Aboriginal Cemetery as a cemetery would not harm or desecrate this declared Aboriginal place.

Should any activities that may cause harm to or desecrate this Aboriginal place be contemplated, consent should be sought from the Chief Executive, Office of Environment and Heritage.

Signed at Sydney this 25th day of October 2016

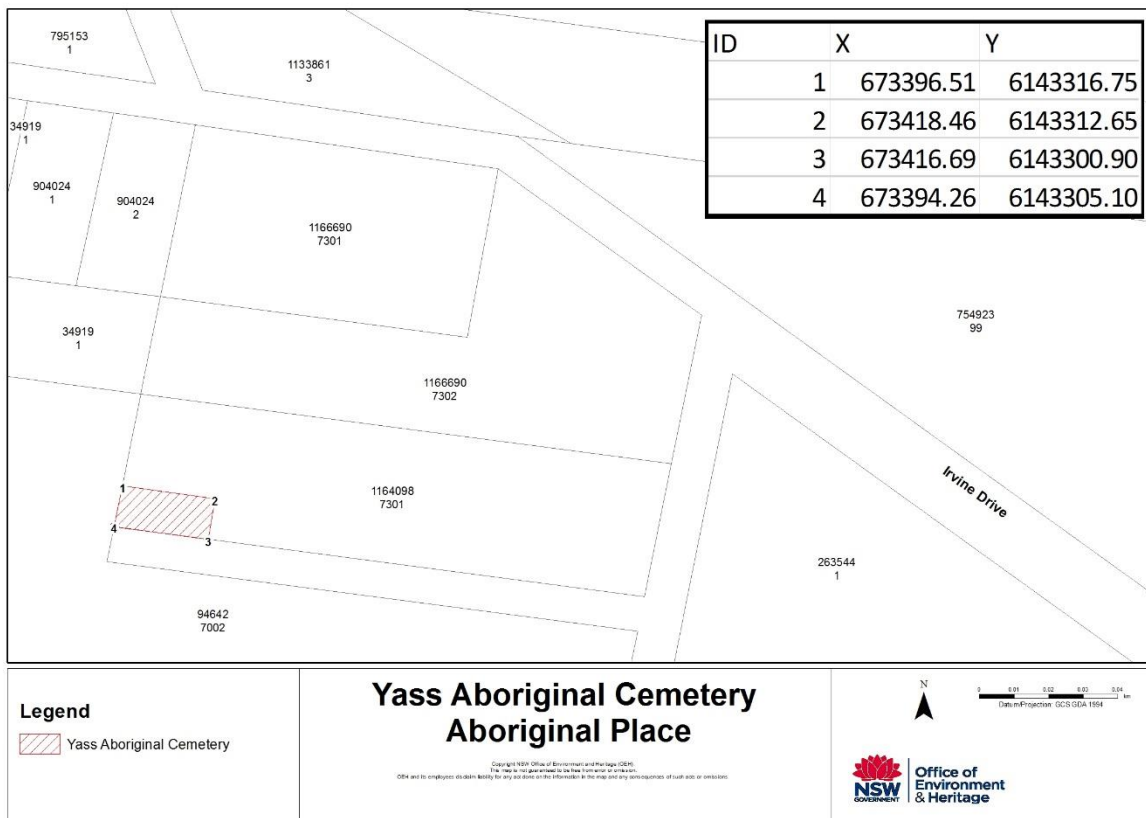
MARK SPEAKMAN SC, MP
Minister for the Environment

Schedule “A”

Land District – Yass LGA – Yass Valley Council

County of Murray, Parish of Hume and Yass, Lot 7301 in DP 1164098, approximately 0.026822 hectares, being the area shown by hatching in the diagram following

Papers: DOC15/303209



Roads and Maritime Notices

MARINE SAFETY ACT 1998

Section 12 (2)

Marine Notice

Regulation of Vessels – Exclusion Zone

Location

Missingham Bridge, (North Creek) Richmond River at Ballina.

Duration

Between 7:45pm and 9:00pm on Saturday 12th November 2016.

Detail

A fireworks display will be conducted from the Missingham Bridge on the waters of the Richmond River (North Creek) at Ballina. The area directly around the bridge may be dangerous and hazardous while fireworks are being launched.

An **EXCLUSION ZONE** is specified during the event, and will be form a 150 metre radius around the bridge between the above times.

Vessel operators must keep a proper lookout and should exercise caution near the exclusion zone.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone, which will be patrolled by control vessels.

Penalties may apply (section 12 (5) – *Marine Safety Act 1998*)

For full details, visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice: NH16119

Date: 8 November 2016

MICHAEL DRAKE

Acting Executive Director, NSW Maritime
Delegate

MARINE SAFETY ACT 1998

Section 12 (2)

Marine Notice

Regulation of Vessels – Exclusion Zone

Location

Clyde River, Batemans Bay –downstream of the Princes Highway Bridge and near the southern foreshore adjacent to Clyde Street within an area bounded by:

- the Fisherman’s Tee Wharf, then
- downstream along the foreshore to the Jetties, near the land based position of the intersection at Clyde Street, North Street, and Orient Street, then
- perpendicular into the Clyde River for a distance of 200 metres, and to the southern edge of the moored vessels, then
- upstream and parallel with the foreshore to a position 200 metres perpendicular to the Fisherman’s Tee Wharf.

Duration

7:00pm to 10:00pm Saturday 19th November 2016.

Detail

A fireworks display celebrating the 60th anniversary of the Princes Highway Bridge will be conducted on the Clyde River, as specified above, involving the use of a stationary barge as a launch platform during the above times. The area directly around the barge may be dangerous and hazardous while fireworks are being launched.

An **EXCLUSION ZONE** is specified during the event at the location during the above times. Vessel operators must keep a proper lookout and should exercise caution near the exclusion zone.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone, which will be patrolled by Roads and Maritime vessels.

Penalties may apply (section 12 (5) – *Marine Safety Act 1998*)

For full details visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice: SO1681

Date: 9 November 2016

MIKE HAMMOND

Delegate

MARINE SAFETY ACT 1998

Section 12 (2)

Marine Notice

Regulation of Vessels – Exclusion Zone

Location

Lemon Tree Passage, Port Stephens between Lemon Tree Passage Marina and Henderson Park.

Duration

Between 8:00pm and 9:30pm on Saturday 19th November 2016.

Detail

A fireworks display will be conducted from a firing barge moored on the waters of Lemon Tree Passage, Port Stephens. The area directly around the fireworks barge may be dangerous and hazardous while fireworks are being launched.

An **EXCLUSION ZONE** is specified during the event, and will be created at the location specified above around the fireworks barge.

Vessel operators must keep a proper lookout and should keep well clear of the exclusion zone.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone, which will be patrolled by control vessels.

Penalties may apply (section 12 (5) – *Marine Safety Act 1998*)

For full details, visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice: NH16140

Date: 8 November 2016

MICHAEL DRAKE

Acting Executive Director, NSW Maritime
Delegate

MARINE SAFETY ACT 1998

Section 12 (2)

Marine Notice

Regulation of Vessels – Exclusion Zone

Location

Within Jack Evans Boat Harbour – Tweed River, Tweed Heads.

Duration

Between 7:30am and 5:30pm on Sunday 20th November 2016.

Detail

Dragon Boat Races will be conducted at the above location. Race lanes will be marked by buoys and the course will be patrolled by control vessels.

An **EXCLUSION ZONE** is specified for the location between the above times – specifically in the Jack Evans Boat Harbour.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone, which will be patrolled by control vessels.

Penalties may apply (section 12 (5) – *Marine Safety Act 1998*)

For full details, visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice: NH16131

Date: 8 November 2016

MICHAEL DRAKE

Acting Executive Director, NSW Maritime
Delegate

MARINE SAFETY ACT 1998

Section 12 (2)

Marine Notice

Regulation of Vessels – Exclusion Zone

Location

Navigable waters of the south east corner of Budgewoi Lake (south of Buff Point)

Duration

9:00am to 5:00pm – Saturday 18th & Sunday 19th February 2017

9:00am to 5:00pm – Saturday 4th & Sunday 5th March 2017

9:00am to 5:00pm – Saturday 8th & Sunday 9th April 2017

9:00am to 5:00pm – Saturday 6th & Sunday 7th May 2017

9:00am to 5:00pm – Saturday 27th & Sunday 28th May 2017

Detail

Competitive ski racing will be conducted on the waters of the south east corner of Budgewoi Lake, involving the use of high speed power vessels which will be active in the area on all specified days during the above times. There will also be support vessels present to manage the event, persons in the water from time to time, and persons being towed at speed using tow-lines – presenting a significant potential hazard to other waterway users.

An **EXCLUSION ZONE** is specified during the event, which will be marked by buoys, and will be created at the location specified above.

All vessel operators and persons using the waters of Budgewoi Lake should keep a proper lookout, keep well clear of competing and support vessels, and heed the exclusion zone.

Unauthorised vessels and persons are strictly prohibited from entering the exclusion zone which will also be patrolled by control vessels.

Penalties may apply (section 12 (5) – *Marine Safety Act 1998*)

For full details visit the Roads and Maritime Services website – www.rms.nsw.gov.au/maritime

Marine Notice: SY1621

Date: 8 November 2016

MICHAEL DRAKE

Acting Executive Director, NSW Maritime
Delegate

MARINE SAFETY REGULATION 2016

Clause 22 (1)

DIRECTION NOTICE

Prohibition of Unauthorised Navigation in Specified Area

I, David Hunter, General Manager Boating Operations, NSW Maritime Division, a delegate of Roads and Maritime Services (RMS), pursuant to clause 22 (1) of the *Marine Safety Regulation 2016* (the Regulation), hereby direct the prohibition of general navigation or any other entry by the public (including the operation of vessels, paddle craft, swimmers or any floating apparatus) within the area specified in Schedule 1 at any time. This Direction is issued for reasons of safety associated with the ongoing operation by a regulated facility of an Aquatic Fun Park consisting of floating amusement and leisure rides and other floating apparatus.

This prohibition does not apply to persons accessing the floating apparatus with the permission of the regulated facility, or to vessels operated by or on behalf of the regulated facility – provided access is managed under the terms of a current Direction issued directly to the regulated facility under clause 22 of the Regulation. In addition, this prohibition does not apply in any individual case where RMS has expressed in writing that it is not to apply, where express permission is granted by the regulated facility, or to any activity authorised by an aquatic licence issued by RMS.

Object

The Object of this Notice is to establish an exclusion zone at Lake Mulwala within which an Aquatic Fun Park can be managed safely.

This Notice (in addition to local signage and buoyage) advises members of the public of the location of the prohibited areas.

The Notice warns the general public of the risk of collision with the floating amusements, rides and other apparatus, establishes the boundaries within which the activity carried on by the regulated facility should be restricted, and also serves to protect users of the facility from outside vessels.

Definition

“*Regulated Facility*” means the operator of the Aquatic Fun Park.

Publication

Pursuant to clause 22 (2) of the Regulation, this Notice is published in the *NSW Government Gazette*.

This Notice takes effect on 2 November 2016 and will continue in force until revoked.

This Notice may be revoked or modified at any time by RMS.

Date: 2 November 2016

DAVID HUNTER
Delegate

Schedule 1
Specified Areas

General Use of the Waterway by the Public Prohibited

1. Lake Mulwala, NSW:
 - A. From the shoreline of Lake Mulwala at Hunt Street Yarrawonga and adjacent to the upstream side of the Mulwala Bridge, to
 - B. A distance of 100 metres into Lake Mulwala in a northerly direction parallel to the upstream side of the Mulwala Bridge, and marked by a lit yellow buoy, to
 - C. A distance of 100 metres parallel to the Yarrawonga foreshore in an easterly direction, and marked by a lit yellow buoy, to
 - D. At distance of 100 metres in a southerly direction back to the Yarrawonga Foreshore adjacent to waterside land at Hunt Street Yarrawonga.

TRANSPORT ADMINISTRATION ACT 1988

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

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

Transport for NSW by its delegate declares, with the approval of His Excellency the Governor, that the land described in the schedules below is acquired by compulsory process under the provisions of the *Land Acquisition (Just Terms Compensation) Act 1991* as authorised by clause 11 of Schedule 1 of the *Transport Administration Act 1988* for the purposes of the *Transport Administration Act 1988*.

Dated this 7th day of November 2016

WESLEY HERON
Executive Director
Program Delivery
Transport for NSW

Schedule 1

A lease on the terms set out in lease document TF082016 for a term of fifty (50) years commencing on the date that this notice of compulsory acquisition is published in the *New South Wales Government Gazette*. The lease shall in respect of the parcels of land described in Schedule 2, be between the registered proprietor of the land described in Schedule 2 (as Lessor) and Transport for NSW (as Lessee). A copy of lease document TF082016 is located in the office of Transport for NSW at Chatswood and in the office of The Council of the City of Fairfield at Wakeley.

Schedule 2

Level 2A, Level 2B and Level 3A of the Car Park Building located on part of the land situated in the Local Government Area of Fairfield, Parish of St Luke and County of Cumberland, comprising Lot 5 in Deposited Plan (Certificate of Title Folio Identifier 5/202980) and Lot B in Deposited Plan 414988 (Certificate of Title Folio Identifier B/414988) and said to be in the possession of The Council of the City of Fairfield. A copy of the Lease Plan of Premises (surveyors ref: PR130944-LP-001 dated 21.03.2016) is located in the office of Transport for NSW at Chatswood and in the office of The Council of the City of Fairfield at Wakeley.

Transport for NSW Document Number: 5324597_1

Mining and Petroleum Notices

Notice is given that the following applications have been received:

EXPLORATION LICENCE APPLICATIONS

(V16-7241)

No 5384, MEADOWHEAD INVESTMENTS PTY LTD (ACN 003 122 870), area of 100 units, for Group 1, dated 2 November 2016. (Broken Hill Mining Division).

(V16-7245)

No 5385, MEADOWHEAD INVESTMENTS PTY LTD (ACN 003 122 870), area of 116 units, for Group 1, dated 3 November 2016. (Cobar Mining Division).

(T16-1156)

No 5386, SA EXPLORATION PTY LTD (ACN 152 429 377), area of 92 units, for Group 1, dated 8 November 2016. (Broken Hill Mining Division).

(T16-1157)

No 5387, SA EXPLORATION PTY LTD (ACN 152 429 377), area of 35 units, for Group 1, dated 8 November 2016. (Broken Hill Mining Division).

MINING LEASE APPLICATIONS

(16/7162)

No 534, COAL & ALLIED OPERATIONS PTY LTD (ACN 000 023 656) AND HVO RESOURCES PTY LTD (ACN 608 108 952), area of about 12 hectares, for the purpose of bridge and road, dated 28 October 2016. (Singleton Mining Division).

(16/7167)

No 535, COAL & ALLIED OPERATIONS PTY LTD (ACN 000 023 656) AND HVO RESOURCES PTY LTD (ACN 608 108 952), area of about 95 hectares, for the purpose of road, dated 28 October 2016. (Singleton Mining Division).

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

Notice is given that the following applications have been granted:

EXPLORATION LICENCE APPLICATIONS

(13/1686)

No 5139, now Exploration Licence No 8456, UNITED COLLIERIES PTY LTD (ACN 001 990 209), County of Hunter, Map Sheet (9132), area of 3.58 hectares, for Group 9, dated 8 August 2016, for a term until 8 August 2021.

(T15-1082)

No 5207, now Exploration Licence No 8469, MONZONITE METALS PTY LTD (ACN 165 629 818), Counties of Gowen and Lincoln, Map Sheet (8633, 8634, 8733, 8734), area of 100 units, for Group 1, dated 30 September, 2016, for a term until 30 September 2018.

(T16-1003)

No 5247, now Exploration Licence No 8473, MINERALS AUSTRALIA PTY LTD (ACN 124 475 538), Counties of Goulburn and Hume, Map Sheet (), area of 15 units, for Group 1, dated 9 September 2016, for a term until 9 September 2021.

(T16-1003)

No 5247, now Exploration Licence No 8467, MINERALS AUSTRALIA PTY LTD (ACN 124 475 538), Counties of Goulburn and Hume, Map Sheet (), area of 42 units, for Group 1, dated 9 September 2016, for a term until 9 September 2021.

(T16-1026)

No 5270, now Exploration Licence No 8474, JERVOIS MINING LIMITED (ACN 007 626 575), Counties of Cunningham and Kennedy, Map Sheet (8332), area of 51 units, for Group 1, dated 19 October 2016, for a term until 19 October, 2018.

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

Notice is given that the following applications have been withdrawn:

EXPLORATION LICENCE APPLICATIONS

(T14-1176)

No 5126, FIRST STATE PTY LIMITED (ACN 155 959 569), County of Arrawatta, County of Gough and County of Hardinge, Map Sheet (9137, 9138, 9237, 9238). Withdrawal took effect on 28 September 2016.

(T15-1086)

No 5210, ROSIE'S GOLD PTY LTD (ACN 608 724 287), County of Hawes and County of Macquarie, Map Sheet (9335). Withdrawal took effect on 28 September 2016.

(T16-1044)

No 5287, ABN IR PTY LTD (ACN 156 431 659), County of Gresham, Map Sheet (9338). Withdrawal took effect on 11 October 2016.

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

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

(V16-7278)

Exploration Licence No 2513, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 12 units. Application for renewal received 4 November 2016.

(V16-7277)

Exploration Licence No 2743, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), area of 15 units. Application for renewal received 4 November 2016.

(Z13-3517)

Exploration Licence No 4616, NEWCREST MINING LIMITED (ACN 005 683 625), area of 4 units. Application for renewal received 2 November 2016.

(V16-7318)

Exploration Licence No 8201, PEEL (CSP) PTY LTD (ACN 600 550 141), area of 59 units. Application for renewal received 2 November 2016.

(T14-1104)

Exploration Licence No 8320, ILUKA RESOURCES LIMITED (ACN 008 675 018), area of 15 units. Application for renewal received 1 November 2016.

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

RENEWAL OF CERTAIN AUTHORITIES

Notice is given that the following authorities have been renewed:

(13/3687)

Exploration Licence No 5614, PERILYA BROKEN HILL LIMITED (ACN 099 761 289), County of Yancowinna, Map Sheet (7133), area of 3 units, for a further term until 27 August, 2019. Renewal effective on and from 1 November 2016.

(15/2381)

Exploration Licence No 5864, SANDFIRE RESOURCES NL (ACN 105 154 185), Counties of Bland and Bourke, Map Sheet (8329, 8429), area of 23 units, for a further term until 29 May 2022. Renewal effective on and from 2 November 2016.

(16/0941)

Exploration Licence No 6803, EMX EXPLORATION PTY LTD (ACN 139 612 427), County of Yungnulgra, Map Sheet (7436), area of 53 units, for a further term until 6 June 2019. Renewal effective on and from 21 October 2016.

(06/0242)

Exploration Licence No 6874, BC EXPLORATION PTY LTD (ACN 144 885 165), County of Georgiana, Map Sheet (8830), area of 8 units, for a further term until 13 September 2020. Renewal effective on and from 21 October 2016.

(16/0233)

Exploration Licence No 7089, NIMROD RESOURCES LIMITED (ACN 130 842 063), County of Gunderbooka, Map Sheet (8038), area of 50 units, for a further term until 21 February 2018. Renewal effective on and from 27 October 2016.

(16/1074)

Exploration Licence No 7161, CRISTAL MINING AUSTRALIA LIMITED (ACN 009 247 858), Counties of Perry and Wentworth, Map Sheet (7430, 7431, 7531), area of 88 units, for a further term until 23 June 2018. Renewal effective on and from 21 October 2016.

(16/1124)

Exploration Licence No 7357, ABX2 PTY LTD (ACN 139 791 478), Counties of Argyle and Georgiana, Map Sheet (8829), area of 41 units, for a further term until 1 July 2019. Renewal effective on and from 21 October 2016.

(14/3279)

Exploration Licence No 7415, CENTENNIAL SPRINGVALE PTY LIMITED (ACN 052 096 812) AND SPRINGVALE SK KORES PTY LIMITED (ACN 051 015 402), County of Cook, Map Sheet (8931), area of 169.6 hectares, for a further term until 20 October 2019. Renewal effective on and from 2 November 2016.

(16/0866)

Exploration Licence No 7550, NEO RESOURCES LIMITED (ACN 007 708 429), County of Wellington, Map Sheet (8832), area of 10 units, for a further term until 21 May 2018. Renewal effective on and from 21 October 2016.

(T11-0113)

Exploration Licence No 7844, MOUNT ADRAH GOLD LIMITED (ACN 147 329 833), County of Wynyard, Map Sheet (8427), area of 10 units, for a further term until 20 September 2018. Renewal effective on and from 21 October 2016.

(T12-1238)

Exploration Licence No 8126, PEEL (CSP) PTY LTD (ACN 600 550 141), County of Mouramba, Map Sheet (8033, 8133), area of 18 units, for a further term until 26 June 2019. Renewal effective on and from 21 October 2016.

(T13-1136)

Exploration Licence No 8207, NSW MINERAL (AUSTRALIA) PTY LTD (ACN 163 748 696), Counties of Buccleuch and Harden, Map Sheet (8527, 8528), area of 50 units, for a further term until 26 November 2020. Renewal effective on and from 21 October 2016.

(16/1654)

Exploration Licence No 8282, COMET RESOURCES LIMITED (ACN 060 628 202), County of Wynyard, Map Sheet (8527), area of 37 units, for a further term until 7 August 2019. Renewal effective on and from 27 October 2016.

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

WITHDRAWAL OF APPLICATION FOR RENEWAL

Notice is given that the application for renewal in respect of the following authority has been withdrawn:

(T12-1228)

Exploration Licence No 8094, WOODHAWK REMEDIATION SERVICES PTY LTD (ACN 159 667 197), County of Phillip, Map Sheet (8833), area of 6 units. The authority ceased to have effect on 16 September 2016.

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

**CANCELLATION OF AUTHORITY
AT REQUEST OF HOLDER**

Notice is given that the following authority has been cancelled:

(12/1528)

Exploration Licence No 7394, COBBORA HOLDING COMPANY PTY LIMITED (ACN 147 813 125), County of Bligh and County of Lincoln, Map Sheet (8733), area of 323 square kilometres. Cancellation took effect on 4 November 2016.

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

Primary Industries Notices

FISHERIES MANAGEMENT ACT 1994

Section 8 Notification – Fishing Closure

Caulerpa taxifolia

Pittwater estuary

I, Dr Geoff Allan, Deputy Director General Fisheries, with the delegated authority of the Minister for Primary Industries and the Secretary of the Department of Industry, Skills and Regional Development pursuant to sections 227 and 228 of the *Fisheries Management Act 1994* (“the Act”) and pursuant to section 8 of the Act, prohibit the taking of all species of fish by all endorsement holders in the Estuary General Fishery and all recreational fishers, by the methods of fishing specified in Column 1 of Schedule 1 to this notification, from the waters described in Column 2 of Schedule 1 to this notification.

Schedule 1

Pittwater and its tributaries

Column 1 Methods	Column 2 Waters
By means of nets of every description other than a landing net as prescribed by clause 33 of the <i>Fisheries Management (General) Regulation 2010</i> .	The waters east of a line drawn from the western most point of Barrenjoey Head south to the western most port marker off Observation Point and then south to the northern most point of Stokes Point, as identified as <i>Caulerpa taxifolia</i> closure areas in the map at Attachment A to this notification.

Estuary General Fishery means the share management fishery of that name, as described in Schedule 1 to the Act.

This fishing closure notification is effective for a period of five (5) years commencing on the date of publication in the Gazette unless sooner amended or revoked.

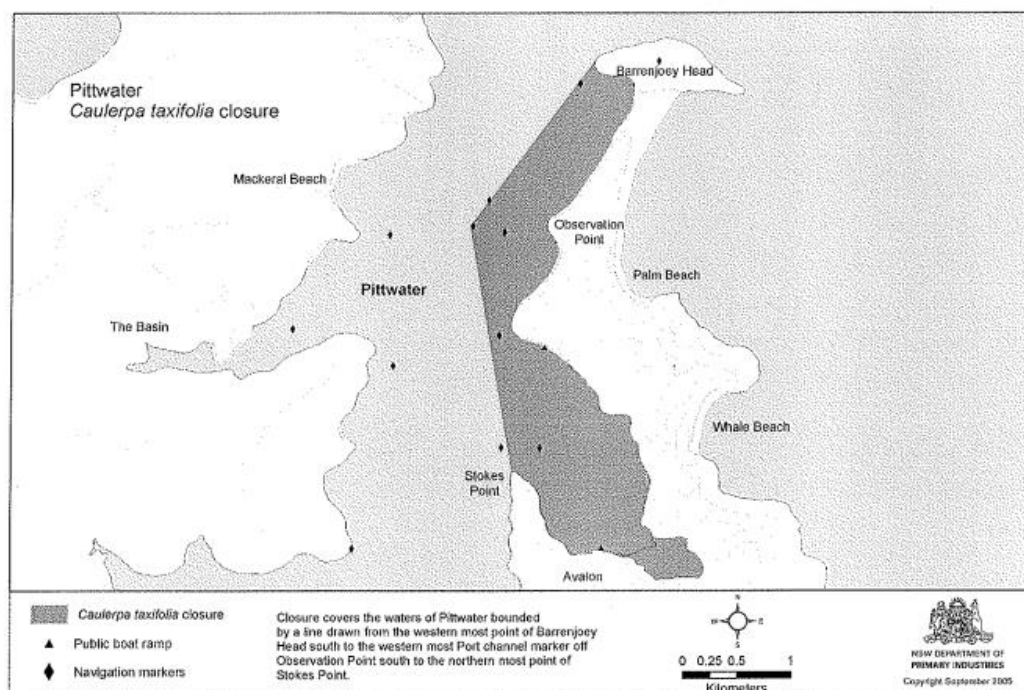
The purpose of this fishing closure is to prevent the spread of the marine pest *Caulerpa taxifolia*.

Dated this 28th day of October 2016.

Dr GEOFF ALLAN
Deputy Director General Fisheries
Department of Primary Industries

Notes: The maps in this notification are also displayed at the nearest office of the Department of Primary Industries (Fisheries); on the NSW Department of Primary Industries website at www.dpi.nsw.gov.au/fisheries and at the nearest local council office.

Attachment A:



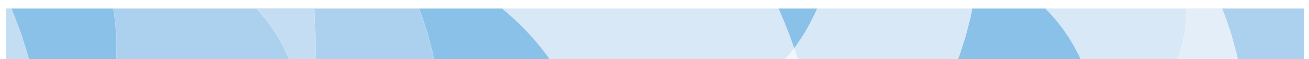


Department of
Primary Industries

NSW Oyster Industry Sustainable Aquaculture Strategy

Third Edition

2016



www.dpi.nsw.gov.au

Published by the NSW Department of Primary Industries

NSW Oyster Industry Sustainable Aquaculture Strategy Third Edition 2016

First edition published December 2006

ISBN 978-1-74256-958-1 print

ISBN 978-1-74256-959-8 web

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Acknowledgments

Department of Premier and Cabinet - Office of Environment and Heritage including the National Parks and Wildlife Service; and, Division of Local Government,

Department of Trade and Investment, Regional Infrastructure and Services - Department of Primary Industries (Fisheries NSW; Catchment and Lands; NSW Food Authority; and Marine Estate Management Authority) and Division of Industry Innovation and Investment,

Department of Planning and Infrastructure,

Environment Protection Authority,

NSW Roads and Maritime Services, and

NSW Shellfish Committee

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Disclaimer: The information contained in this publication is based on knowledge and understanding at the time of writing (January 2014). However, because of advances in knowledge, users are reminded of the need to ensure that information upon which they rely is up to date and to check currency of the information with the appropriate officer of the Department of Primary Industries or the user's independent adviser.

Foreword to the third edition

The 2016 third edition of the NSW Oyster Industry Sustainable Aquaculture Strategy (OISAS) is in response to the development of new floating cultivation and the availability of new materials that can be used to construct oyster infrastructure. These developments highlighted the need to clarify what constitutes a tidy oyster lease. The strategy retains all the essential elements of the previous editions with several updates and amendments to the lease marking and best practice standards.

The vision of a healthy and sustainable NSW oyster industry remains and despite a decreasing production trend, an aspirational production goal has also been retained. This is in the belief that the recent production losses from floods and disease events will be overtaken by increases in production from new species, new investment and from innovative culture technology.

The main change is the creation of a new Chapter 7 for Lease Marking (previously Chapter 7.1) and creation of a new Chapter 8 for Lease Tidiness (previously Chapter 7.2, and other sections of Chapter 7). The new chapter on lease tidiness includes only mandatory standards; the advisory standards have been moved to Chapter 6. The lease tidiness standards in OISAS are adopted as the definition of “tidy” for the purpose of Section 162 of the Fisheries Management Act 1994 (the Act) and this Chapter of OISAS is used by Fisheries Officers during triennial inspections as the compliance standard.

Executive Summary

The NSW oyster aquaculture industry is Australia's largest producer of edible oysters, the fourth largest Australian aquaculture industry and accounts for nearly 70% of the value of NSW aquaculture production. It is the state's most valuable fishery.

In recent years annual production has remained steady with a slight rise in 2014/15 to 3100 tonnes (Table 2) valued at the farm gate at approximately \$39 million. Production in recent years has been affected by frequent and wide spread storms and flooding in coastal NSW and the effects of Pacific Oyster mortality syndrome (POMS) disease events in Botany Bay and Hawkesbury River. The effects of these events are likely to be reflected in oyster production until at least 2018.

It is estimated that the sustainable production level for oysters in NSW estuaries is 7500 tonnes and the principal aim of OISAS is to establish the regulatory environment within which the industry can grow to this level.

This growth can be achieved within the boundaries of ecological sustainability and within the boundaries developed in co-operation with all relevant State government agencies, neighbouring communities and the oyster industry.

These boundaries are set physically, by the identification of suitable 'priority' areas for edible oyster aquaculture. Specifying areas where commercial oyster aquaculture is a priority intended outcome from a state perspective is the first recommendation of the Healthy Rivers Commission in its *Healthy Oysters, Healthy Rivers report* (HRC, 2003).

Consistent with this recommendation, every current and potential lease area in the state was individually inspected and evaluated against a list of location, environmental and socio-economic suitability criteria and classified as either suitable or unsuitable for classification as a priority oyster aquaculture area (POAA). Management and operational boundaries are established in a set of best practice standards, which are supported by a commitment to environmentally sustainable practices.

The importance of farmed oysters to healthy estuaries should not be underestimated. They are a sentinel species, in that, if the oysters are healthy and suitable for human consumption, then it is likely that the estuary as a whole is healthy too. On average, a farmed Sydney Rock Oyster will filter an estimated 250,000 L of estuarine water in its lifetime, removing large quantities of suspended material, chiefly nutrients bound in phytoplankton. This means that oysters are important in maintaining healthy estuaries, but in performing this role they are exceedingly vulnerable to poor estuarine water quality.

In recognition of this dichotomous relationship, OISAS establishes a set of water quality and flow objectives for oyster aquaculture areas that, if met, will provide for the healthy growth of oysters that are safe for human consumption. A set of water quality protection and improvement measures are proposed to achieve the desired water quality objectives for oyster aquaculture areas.

The assessment of all environmental aspects of oyster aquaculture in this strategy, and the establishment of best practice standards, allows for a streamlined approvals process for proposals that are located in the areas identified as POAA. Oyster aquaculture in these areas will be 'development without consent', but will require an Aquaculture Permit and lease from NSW DPI.

Oyster aquaculture outside of POAA can be undertaken, but only with development consent from the relevant local council or Department of Planning and Infrastructure for state significant proposals. On the National Park estate an approval from the relevant authority and written Ministerial concurrence are required.

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Acronyms

Acronym	Definition
AHD	Australian Height Datum
ALAC	Oyster aquaculture lease Area Condition Statement
ANZECC	Australian and New Zealand Environment and Conservation Council
AQIS	Australian Quarantine and Inspection Service
ASQAP	Australian Shellfish Quality Assurance Program
CSIRO	Commonwealth Scientific Industrial Research Organisation
EIS	Environmental Impact Statement
EPA	Environment Protection Authority
ESD	Ecologically Sustainable Development
ha	Hectare
LEP	Local Environment Plan
LLS	Local Land Services
NPWS	National Parks and Wildlife Service
NSW DPI	NSW Department of Primary Industries
OEH	Office of Environment and Heritage
OISAS	NSW Oyster Industry Sustainable Aquaculture Strategy
POAA	Priority Oyster Aquaculture Area
POMS	Pacific Oyster mortality syndrome
RAMSAR	Convention on Wetlands of International Importance

Definitions

Term	Definition
Aquaculture	The commercial cultivation of aquatic animals or marine vegetation for the purpose of harvesting the animals or marine vegetation, or their progeny for sale, or the keeping of animals or marine vegetation in a confined area for commercial purposes as defined in <i>Fisheries Management Act, 1994</i> .
Broodstock	A parent shellfish.
Catchment Area	A drainage area, for example for a reservoir, river or estuary (includes subject water body as well).
Carrying Capacity	The maximum biomass (weight) of shellfish that an area can support and remain commercially viable.
Culling	The division by hand of clumps of oysters into single oysters or the removal by hand of unwanted marine organisms which attach to oyster crops.
Catching	The collection of wild juvenile shellfish spat - settled onto 'catching' sticks or plastic slats.
Depoting	The practice of using blocks of catching sticks bound together. The protection of the block enables oysters to grow to a size that can withstand predation by fish, prior to separation into a single layer of sticks.
Cultivation Types	
Dredge Bed	An area leased for the harvest of oysters directly from the bed sediments. No oyster farming infrastructure is placed on oyster dredge bed leases.
Floating Cultivation	Sub-tidal cultivation of oysters, on sticks or in baskets suspended from tethered, low buoyancy systems with the cultivation directly attached to the buoyancy. Floating cultivation may include lines and/or polyethylene floats, buoys or pipes.
Post supported intertidal cultivation	A series of parallel vertical posts that support horizontal rails or lines on which oyster sticks, trays and/or baskets that are placed so the oysters are submerged for varying periods of the tidal cycle.
Raft	Sub-tidal cultivation of oysters in trays or baskets suspended from a permanently anchored, rigid, high buoyancy structure such as a pickle drum raft. Rafts generally have a rigid frame from which the cultivation material is suspended.

Single seed	An individual unattached oyster that is grown from small spat produced by removing wild oysters at a very early age from plastic collectors or produced as single oysters in a shellfish hatchery.
Stick cultivation	Growing out wild caught oysters on the sticks they are caught on. Suitable method for areas subject to significant wave action. 'Stick oysters' may be removed from sticks and fattened on trays prior to harvest.
Tray cultivation	Growing out single seed oysters on trays. Suitable method for sheltered areas. Often used for the final stage of growth prior to harvest.
Depuration	A statutory process that requires oysters to be placed in a sterilised recirculation tank for 36 hours. During this process oysters self cleanse in recirculation water, which is sterilised using ultraviolet light.
Development without consent	Has the same meaning as it would under the <i>Environmental Planning and Assessment Act, 1979</i> .
Development with consent	Has the same meaning as it would under the <i>Environmental Planning and Assessment Act, 1979</i> .
Endangered Species	The species is likely to become extinct in nature if threats continue, or its numbers are reduced to a critical level, or its habitat is reduced.
Endemic Species	A species confined in occurrence to a local region.
Environmental Impact	The potential biophysical, social and/or economic effects of an activity on the community or the natural environment.
Environmental Impact Statement	A detailed assessment on the potential effects of a proposed development prepared in accordance with the requirements of the <i>Environmental Planning and Assessment Act, 1979</i> .
Estuarine	Pertaining to or formed in an estuary (brackish water). Also relates to those soil materials, which have been under the influence of brackish water during their deposition.
Fish	As defined in <i>Fisheries Management Act, 1994</i> .
Indigenous Species	A species native to a particular region or country at the time of first British colonisation.
Introduced Species	A species introduced into an area where it does not naturally occur.
Noxious fish	A fish declared to be noxious under the <i>Fisheries Management Act, 1994</i> and the <i>Fisheries Management (General) Regulation, 2002</i> .

Oyster aquaculture lease	An area of submerged Crown land that is leased for the purpose of oyster aquaculture.
Oyster Aquaculture Land Base Site	An area of non-submerged Crown land that is leased for the purpose of supporting oyster aquaculture.
Pathogen	An infectious agent capable of causing disease.
pH	A measure of acidity or alkalinity of a substance. A pH of 7.0 denotes neutrality, higher values indicate increasing alkalinity, and lower values indicate increasing acidity.
Salinity	The measure of salt concentration of water in ponds, tanks or hatchery expressed in part per thousand or ppt.
Siltation	The deposition of silt or sand in the estuarine environment.
Spat	Small juvenile oysters.
Stocking density	Number of animals per given area.

x NSW Department of Primary Industries, January 2016

Chapter 1 Introduction

1.1. Vision statement

The vision of this strategy is to achieve the sustainable production of 7,500 tonnes of premium NSW oyster products for domestic and export markets by 2020.

1.2. Scope and objectives

This strategy applies to the NSW edible oyster aquaculture industry. This strategy does not apply to the cultivation of Akoya pearl oysters.

Oyster aquaculture is the commercial cultivation of any species of edible oyster (eg. Sydney Rock Oyster, Native (flat) Oyster, Pacific Oyster). Oyster aquaculture includes all routine activities associated with the cultivation of oysters, including the construction and maintenance of culture infrastructure and stock management activities for nursery and growout operations.

The NSW Oyster Industry Sustainable Aquaculture Strategy:

- Identifies those areas within NSW estuaries where oyster aquaculture is a suitable and priority outcome;
- Secures resource access rights for present and future oyster farmers throughout NSW;
- Documents and promotes environmental, social and economic best practice for NSW oyster farming and ensures that the principles of ecological sustainable development, community expectations and the needs of other user groups are integrated into the management and operation of the NSW oyster industry;
- Formalises industry's commitment to environmental sustainable practices and a duty of care for the environment in which the industry is located;
- Provides a framework for the operation and development of a viable and sustainable NSW oyster aquaculture industry with a clear approval regime and up-front certainty for existing industry participants, new industry entrants, the community and decision makers;
- Identifies the key water quality parameters necessary for sustainable oyster aquaculture and establishes a mechanism to maintain and where possible improve the environmental conditions required for sustainable oyster production; and,
- Ensures that the water quality requirements for oyster growing are considered in the State's land and water management and strategic planning framework.

1.3. The need for this strategy

The need for OISAS arose from concerns of both the NSW Government and the NSW oyster aquaculture industry, as to the existing and potential impact on the oyster aquaculture industry associated with the rapid development of the NSW coastline. The strategy has been developed by the government in partnership with the NSW oyster aquaculture industry and local community and other key stakeholders. The strategy sets out best practice in the identification and use by the oyster aquaculture industry of those estuarine areas suitable as priority oyster aquaculture areas and provides for the protection of water quality in these areas. The strategy is one of a suite of strategies initiated by the NSW Government for the management and development of aquaculture in NSW.

1.4. Ecological sustainable development

Ecological sustainable development (ESD) is not just about the environment, but also about the viability of businesses and the broader community's well being. The principles of ecologically sustainable development were adopted by all Australian governments in the National Strategy on ESD (1992) which states that we should be:

'Using, conserving and enhancing the community's resources so that ecological processes, on which life depends, are maintained, and the total quality of life, now and in the future, can be increased.'

At the national level ESD is being addressed in aquaculture through the National ESD Framework. The *How to Guide for Aquaculture* (Fletcher et.al 2004) is the first stage in the development of this framework and documents the methods needed to enable the initial analyses of any aquaculture sector against the principles of ESD. OISAS has been developed with reference to this framework. More details can be found at <http://www.fisheries-esd.com.au/c/implement/implement0300.cfm>.

Since NSW adopted the National Strategy on ESD, it has become a major objective of all NSW natural resource management, environment protection and planning legislation. A key object of the *Fisheries Management Act, 1994* is to promote ecologically sustainable development and this object is being met in part through the development of statewide Sustainable Aquaculture Strategies. ESD is now accepted as the foundation for aquaculture management in NSW.

The relevant definition for ESD in NSW is given in the *Protection of the Environment Administration Act, 1991* (s.6), which states:

Ecologically sustainable development requires the effective integration of economic and environmental considerations in decision-making processes. Ecologically sustainable development can be achieved through the implementation of the following principles and programs:

1. the precautionary principle—namely, that if there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation.
In the application of the precautionary principle, public and private decisions should be guided by:
 - a. careful evaluation to avoid, wherever practicable, serious or irreversible damage to the environment, and
 - b. an assessment of the risk-weighted consequences of various options,
2. inter-generational equity—namely, that the present generation should ensure that the health, diversity and productivity of the environment are maintained or enhanced for the benefit of future generations,
3. conservation of biological diversity and ecological integrity—namely, that conservation of biological diversity and ecological integrity should be a fundamental consideration,
4. improved valuation, pricing and incentive mechanisms—namely, that environmental factors should be included in the valuation of assets and services, such as:
 - a. polluter pays—that is, those who generate pollution and waste should bear the cost of containment, avoidance or abatement,
 - b. the users of goods and services should pay prices based on the full life cycle of costs of providing goods and services, including the use of natural resources and assets and the ultimate disposal of any waste,

- c. environmental goals, having been established, should be pursued in the most cost effective way, by establishing incentive structures, including market mechanisms, that enable those best placed to maximise benefits or minimise costs to develop their own solutions and responses to environmental problems.

The principles of ESD are integrated into OISAS by:

- Identifying areas where oyster farming is an intended outcome and implementing measures that will lead to the protection and improvement of water quality in those areas;
- Permitting oyster farming in areas only where it is ecologically sustainable by virtue of its location, for example navigation channels and environmental sensitive areas are excluded; and,
- Describing best operational and management practices for the industry that are based on ESD principles.

For the oyster industry, adopting ESD principles will:

- Provide a pathway to address issues affecting the industry's long-term survival;
- Put in place a systematic and recognised means of establishing the industry's resource management credentials with regulatory agencies, oyster consumers and neighbours;
- Put the industry in a stronger position to argue for the protection of the environmental conditions required for oyster growing;
- Support the industry's position as a legitimate user of public water land; and
- Result in improved development outcomes that provide greater certainty and a simplified assessment and decision making process.

For individual farmers the potential benefits are to:

- Safeguard business profitability through maintaining access to existing markets, accessing new 'green' markets and reducing the cost of production;
- Gain the support of the local community and reduce the risk of conflict with neighbours;
- Understand obligations to comply with environmental and planning legislation so that the risk of breaches can be minimised; and,
- Have ongoing continual improvement that will help the business keep pace with developments in environmental legislation and community expectations.

For the broader community the potential benefits are:

- Improved environmental outcomes that address cumulative issues and provide effective indicators of sustainability;
- Increased certainty in the scale, nature and operation of the industry;
- Increased confidence in the environmental performance of the industry;
- Improved employment outcomes with an improvement in industry viability, and,
- Improved outcomes for regional NSW with a coordinated approach to providing sustainable oyster aquaculture investment opportunities.

1.5. Implementation and legislation

This strategy is as an Aquaculture Industry Development Plan for the purpose of s.143 of the *Fisheries Management Act, 1994*.

State Environmental Planning Policy 62 – Sustainable Aquaculture gives effect to planning provisions for oyster aquaculture.

The implementation of OISAS requires effective collaboration between government, industry and the community. The strategy brings together the interests of economic development, land use planning and sustainable natural resource management to form a partnership that can lead to sustainable oyster aquaculture and employment generation in regional NSW.

NSW DPI is the key agency responsible for delivery of the on-the-ground oyster industry management outcomes of the strategy. Local government and state agencies share responsibility for implementing the water quality measures and development assessment process detailed in Chapter 3 and Chapter 8 respectively.

The *Fisheries Management Act, 1994*, requires performance indicators to be established within an Aquaculture Industry Development Plan to determine if the objectives set out in the plan are being achieved. The plan must also specify at what point a review is required if these performance indicators are not being met. The indicators in Chapter 1.7 will be used to meet these requirements.

1.6. Community and stakeholder consultation

This strategy was prepared under the auspice of the State Aquaculture Steering Committee with representatives from the following NSW government agencies:

- Department of Premier and Cabinet - Office of Environment and Heritage including the National Parks and Wildlife Service; and, Division of Local Government,
- Department of Trade and Investment, Regional Infrastructure and Services - Department of Primary Industries (Fisheries NSW; Catchment and Lands; NSW Food Authority; and Marine Estate Management Authority) and Division of Industry Innovation and Investment
- Department of Planning and Infrastructure,
- Environment Protection Authority, and
- NSW Roads and Maritime Services.

The strategy is the product of a whole-of-government process that integrates the requirements of all state government agencies to achieve a cohesive and consistent government position.

The NSW oyster industry was included through consultation with the NSW Shellfish Committee, regional consultation meetings and a written invitation for submissions sent to all oyster aquaculture permit holders.

In addition, copies of the strategy and an invitation to comment on it were sent to the agencies participating in preparation of the strategy, coastal Local Land Services and relevant Councils.

The original strategy was placed on public exhibit prior to finalisation and gazettal.

1.7. Performance indicators and review

NSW DPI, other agencies, local government and the NSW oyster industry are responsible for making recommendations on the need to review and update any aspects of the strategy as a result of cumulative impacts, technological developments or other changes in an estuary or area of an estuary.

The strategy will be reviewed at the direction of Executive Director Fisheries NSW or if a review is triggered by the performance indicators given in Table 1. The indicators relate to performance and cumulative issues and will provide a trigger that will initiate a review of the strategy.

NSW DPI will review the performance indicators annually. This review shall consider the need to update the strategy generally or in relation to particular estuaries or particular aspects of environmental performance.

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Table 1: Triggers for review.

Indicator	Justification	Trigger for review of the strategy (Triggers calculated at June 30 every year)
Annual production.	Production trends indicate industry viability and development.	Five year average production drops by 187.5 tonnes or more.
Lease compliance.	Indicates commitment to best practice standards.	Number of compliant leases falls by more than 10% from previous year, OR More than 10% of current leases are not compliant five years after this strategy is gazetted.
Rainfall threshold for harvest closures.	Harvest closures are indicative of short term water quality trends and are affected by catchment land use.	Rainfall threshold that triggers a closure is reduced in more than three harvest area management plans since the last review.
Harvest area classification.	Classification is an indicator of longer term water quality.	More than two harvest areas have harvest classification downgraded due to water quality deterioration since the last review.
Leases abandoned due to water quality conditions.	Indicates sustainability of oyster farming areas and trends in water quality protection.	More than 5% of the total NSW lease portfolio abandoned due to water quality issues since the last review.

Chapter 2 Industry overview

2.1. Industry history

The utilisation of natural stocks of oysters in NSW has a long history. Oyster shells are common in Aboriginal middens along the coast, with some being carbon dated back to 6,000 BC. With the colonisation of NSW by Europeans, oysters were also gathered for food and burnt in large quantities (alive or dead) to provide lime for building mortar. As a result of these activities, wild oyster stocks were quickly depleted and in 1868 legislation was passed to prohibit the burning of live oysters for lime. This legislation and the demand for edible oysters, fostered the establishment of commercial oyster cultivation practices during the 1870's. In 1884 the *Oyster Fisheries Act* was proclaimed, which regulated the gathering of oysters and the leasing of oyster beds.

The practice of commercial cultivation of oysters accompanied the early settlement and development of the NSW coast, becoming a significant element in the history of many coastal areas and towns. As such, the industry today has a strong association with the character and community of coastal NSW. It provides employment and contributes significantly to local regional economies. In many areas, oyster aquaculture leases and the industry's shore based infrastructure delineate areas of community use and are now important elements in the historical heritage of these areas.

Oyster production grew steadily, reaching its peak in the 1976/77 financial year, by which time the industry had grown to the most important sector of the NSW fishing industry with an annual production approaching 9375 tonnes (Figure 1). This is equivalent to 17 million dozen oysters, valued (in today's dollars) at the farm gate at around \$105 million. This peak was driven mainly by a peak production of 2688 tonnes at Port Stephens and 2563 tonnes at the Georges River.

Since the mid 1970's, oyster production has declined. This has been attributed to many factors including supply-side factors such as oyster disease, the effects of Pacific Oyster introduction and the degradation of water quality in many coastal rivers, estuaries and lakes (White, 2001); and demand-side factors such as non-contested competition in the marketplace from oysters grown in other Australian states and the diversification of consumer tastes.

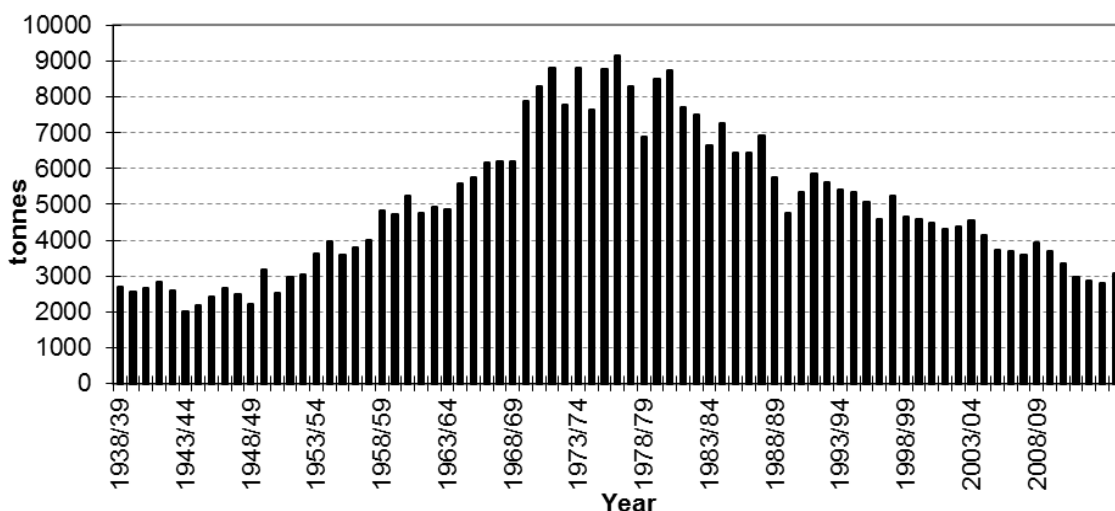


Figure 1: Annual NSW oyster production (tonnes) 1938/39 to 2014/15

Table 2 shows peak production of oysters for human consumption from the main oyster producing estuaries and the year the peak occurred. Of note is the significant loss of production due to the effects of QX disease (see Chapter 7.1.4) on the North Coast (Tweed to Clarence) in the early 1980's, Georges River in the mid 1990's and Hawkesbury River in 2004; and, the effects of POMS in Botany Bay in 2010 and the Hawkesbury River in 2013. The introduction and proliferation of the Pacific Oyster at Port Stephens in the mid 1980's and subsequent implementation of measures to control the spread of this oyster had a significant impact on oyster production at Port Stephens and in a number of other NSW estuaries that were reliant on Port Stephens for juvenile oyster (spat) for on growing. It has been estimated that prior to the restriction of spat movements from Port Stephens, over 70% of all oysters sold for human consumption in NSW originated from Port Stephens stock. Also note that peak production has occurred only recently in a number NSW estuaries particularly on the NSW south coast driven by the resilient demand for NSW oysters.

Table 2 also shows the maximum 10 year moving average production from historical records. These records date back to 1930's for most estuaries and cover periods of high and low production. Ogburn (2011) uses the maximum 10 year moving average to estimate sustainable production levels at approximately 7500 tonnes taking into account the effects of production losses due to QX disease and Pacific Oyster. This equates to approximately 2.6 tonnes per hectare grown on the currently leased area in NSW (June 2012).

At the estuary level, production records do not include spat produced and sold within the industry or the inter-estuarine transfer of oysters prior to sale for human consumption, so the actual biomass production from some estuaries greatly exceeds the data records.

Table 2: NSW oyster aquaculture production (human consumption).

Estuary	20014/15		Historic Peak		Historic maximum 10 year moving average
	(tonnes)	dozens	(tonnes)	(year)	(tonnes)
Tweed River	*	*	246.5	1980/81	152.1
Brunswick River	*	*	60.3	1981/82	24.8
Richmond River	*	*	48.2	1940/41	31.9
Clarence River	*	*	131.6	1974/75	97.5
Wooli River	*	*	54.3	1966/67	39.6
Bellingen River	*	*	54.1	2001/02	30.3
Nambucca River	24.1	36851	191.6	1985/86	115.1
Macleay River	19.8	30306	367.6	1974/75	248.9
Hastings River	176.5	270086	433.9	1987/88	320.3
Camden Haven	285.6	437062	229.5	1977/78	167.1
Manning River	70.5	107908	428.4	1960/61	303.4
Wallis Lake	838.7	1281952	1802.6	1987/88	1448.8
Port Stephens	534.5	797565	2695.6	1976/77	2123.3
Hunter River	*	*	42.9	1993/94	25.9
Brisbane Waters	37.9	58002	842.1	1982/83	557.7
Hawkesbury River / Patonga	33.9	46358	1328.3	1969/70	1049.9
Georges River/ Botany Bay	*	*	2566.8	1971/72	2057.7
Shoalhaven*/ Crookhaven	291.5	379156	208.7	1990/91	143.4
Conjola/Burril Lake &	*	*	354.9	1980/81	59.1

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Estuary	20014/15		Historic Peak		Historic maximum 10 year moving average (tonnes)
	(tonnes)	dozens	(tonnes)	(year)	
Narrawallee Creek					
Clyde River	459.3	628856	494.8	2003/04	381.5
Moruya & Tomaga	*	*	74.7	1981/82	31.8
Tuross Lake	38.4	58707	137.8	1994/95	87.0
Wagonga River	225.0	341301	204.8	1987/88	141.1
Bermagui & Cuttagee Lakes	*	*	62.5	1998/99	22.7
Nelson Lagoon	*	*	10.6	2001/02	6.9
Wapengo Lake	86.6	124946	113.3	1988/89	69.6
Merrimbula Lake	271.3	415074	180.5	1999/00	134.8
Pambula River	175.9	268992	99.3	1986/87	59.8
Wonboyn	58.3	89266	141.9	1990/91	66.6
Miscellaneous Estuaries	104.0	160181			
State Production	3,731.8	5,531,969	9166.6	1976/77	

* A small number of permit holders farm these estuaries and data is combined and reported as 'Miscellaneous Estuaries' to protect confidentiality.

2.2. Current Profile

Oyster aquaculture is currently undertaken in 32 estuaries spread along the entire length of the NSW coast from the Tweed River on the Queensland border to Wonboyn Lake adjacent to the Victorian border (Figure 2). The industry comprises approximately 297 oyster aquaculture permit holders that hold between them 2,269 oyster aquaculture leases occupying 2,830 hectares of submerged Crown lands (August 2016).

While the NSW oyster industry is based almost entirely on the cultivation of the Sydney Rock Oyster (*Saccostrea glomerata*) a species native to the NSW and southern Queensland coast, it is increasingly being supplemented by the expansion of production of the Pacific Oyster (*Crassostrea gigas*) in NSW. The Pacific Oyster is an introduced species and is declared as a 'noxious fish' in all NSW waters other than in the waters of Port Stephens. Due to the overwhelming numbers of wild Pacific Oysters present at Port Stephens, permission was granted for the cultivation of Pacific Oysters in the estuary in 1990. However, in response to devastating outbreaks of QX disease in the Georges River and Hawkesbury River which rendered the cultivation of Sydney Rock Oyster derived from wild oyster settlement impossible, approval was granted for the cultivation of functionally sterile triploid Pacific Oysters in these estuaries in 2004 and 2005 respectively. Triploid Pacific Oysters are not susceptible to Sydney Rock Oyster diseases (QX disease and winter mortality) and provide an opportunity for oyster cultivation to continue in estuaries devastated by recurrent disease outbreaks. Due to their inability to produce viable offspring triploid Pacific Oysters pose very little threat to the environment and are currently being trialled in a small number of other NSW estuaries as a supplementary oyster crop. Small numbers of the Native (flat) Oyster (*Ostrea angasi*) are also being produced in southern NSW estuaries. To further assist the oyster industry a QX disease resistant, faster growing Sydney Rock Oyster has also been developed by NSW DPI.

In recent years annual production has remained steady with a slight rise in 2014/15 to 3100 tonnes (Table 2) valued at the farm gate at approximately \$39 million. Production in recent years has been affected by frequent and wide spread storms and flooding in coastal NSW and the effects of Pacific Oyster mortality syndrome (POMS) disease events in Botany Bay and

Hawkesbury River. The effects of these events are likely to be reflected in oyster production until at least 2018.

The oyster aquaculture industry is the largest aquaculture industry in NSW by production value and accounts for approximately 32% of the State's total commercial fisheries production. The industry is the sixth largest aquaculture industry in Australia, behind Tasmanian Atlantic salmon, South Australian southern bluefin tuna, Queensland prawn and the Western Australian pearl aquaculture industries. Oyster aquaculture is also one of the State's most valuable per hectare agricultural enterprises with long term gross average production of \$8,000/ha across the state and as high as \$35,000/ha in some estuaries (White, 2001).

Approximately 1600 people are currently directly employed within the industry (White 2001). The total capital investment in the industry is estimated at \$268 million (White 2001).

Around 85% of all oysters grown in NSW are sold within the State, while the majority of the remaining oysters are sold to interstate markets, there is also a small but growing number of oysters exported overseas. Classification of harvest areas under the NSW Shellfish Program which is recognized internationally is required to achieve export approval. NSW currently has twenty three export approved harvest areas. These are:

- Hastings River (export listed in 2016) Lower Limeburners Creek
- Camden Haven (export listed in 2015) Gogleys Lagoon
- Wallis Lake (export listed in 2014) Cape Hawke, Long Island and Wallis Island
- Hawkesbury River (export listed in 2010) Porto Bay, Kimerikong, Coba Bay and Marramarra
- Crookhaven River (export listed in 2015) Comerong Bay
- Clyde River (export listed in 2012) Waterfall and Rocky Point; (export listed in 2015) Moonlight
- Wagonga Inlet (export listed in 2015) Lower Lavender Point, Upper Lavender Point, Lower Honeymoon Bay and Upper Honeymoon Bay
- Wapengo Lake (export listed in 2015) Front Lake and Back Lake
- Nelson Lagoon (export listed in 2014) Nelson Lagoon
- Merimbula Lake (export listed in 2004) Entrance
- Pambula River (export listed in 2004) Pambula Lake
- Wonbyn Lake (export listed in 2015) Wonboyn Lake

The Department of Agriculture and Water Resources export approval provides access to most markets but excludes the EU and USA. NSW shellfish have been exported to a number of countries including China, Dubai, Japan, Singapore and Fiji.

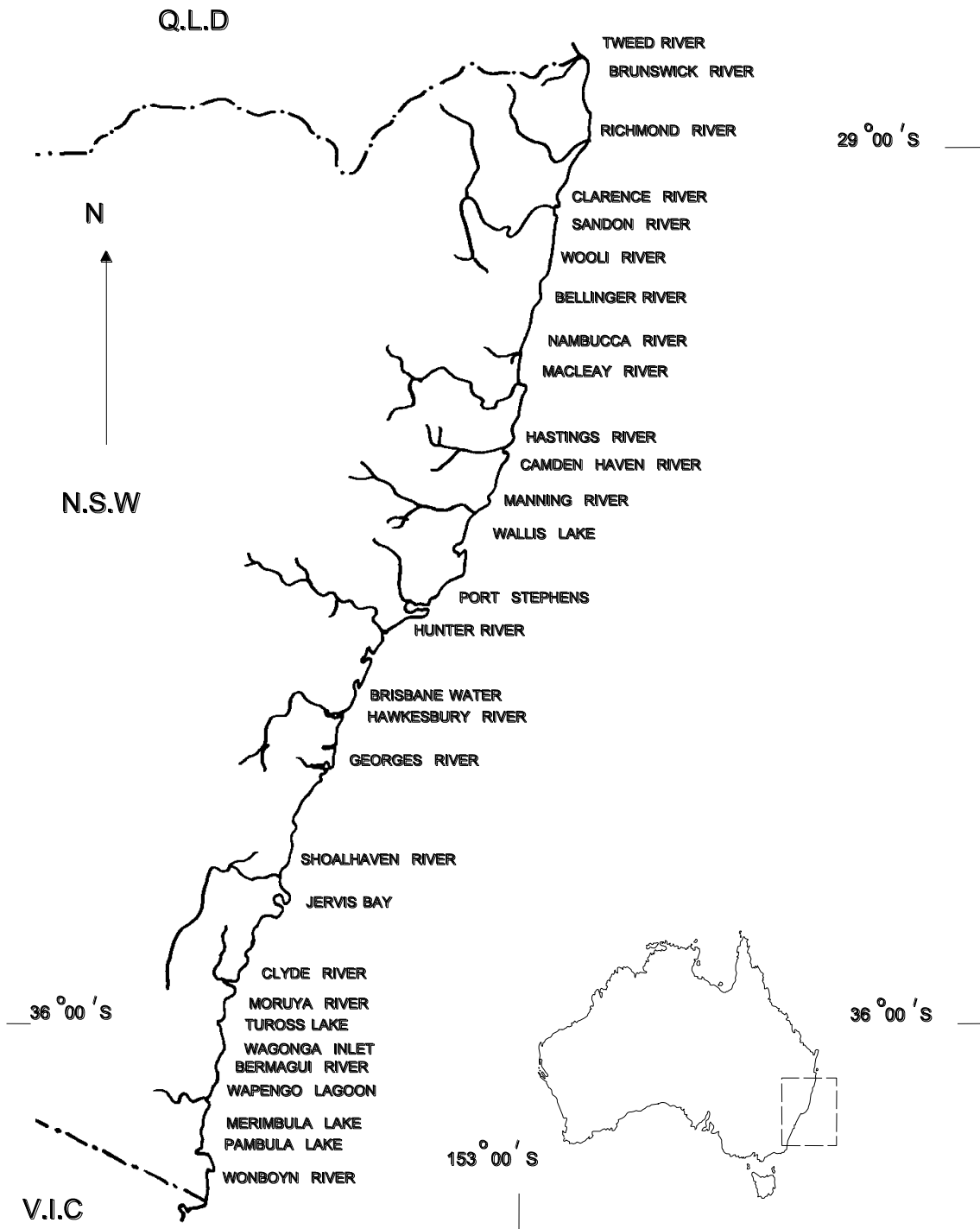


Figure 2: The location of major oyster producing estuaries in NSW.

2.3. Industry management initiatives

2.3.1. Department of Primary Industries

Oyster aquaculture lease bond system

In January 2001 the Oyster aquaculture lease Security Arrangements (bond) came into effect in NSW. Payment of a bond applies to all oyster farmers in NSW. The bond system was introduced to ensure that the industry shares responsibility for problems arising from lease management and maintenance issues.

The bond is either a cash deposit or bank guarantee to the value of \$1000 per hectare OR an annual contribution of \$40 per hectare.

Leasing and re-leasing

NSW DPI has a competitive tender process for letting vacant lease areas so that the commercial value of these areas can be realised. Leases may also be let by application, auction or ballot if it is considered to be in the state and/or public interest. Leases with derelict infrastructure on them will be re-let subject to the new lessee removing all old materials prior to placing new infrastructure on the lease.

Aquaculture compliance strategy

In order to ensure high standards of environmental and operational performance by industry, NSW DPI provides a combination of consistent management, monitoring, education and enforcement.

This involves:

- **Regular permit and lease condition inspections conducted by NSW DPI** – The standard inspection period is every three years but may be varied where required.

Permit holders are required to complete an annual condition report detailing the condition of lease areas showing how well they meet permit and lease conditions. This is usually part of the annual production reporting form. It is compulsory for the report to be completed and returned to NSW DPI.

Oyster aquaculture lease Area Condition Statement (ALAC) – The purpose of an ALAC is for all parties involved in a lease transaction (transfer/renewal/sublet) to identify and agree on the condition of a lease area, mainly in relation to neat and tidy, and marking provisions.

If work is required, an approved workplan must be submitted with the transaction application.

- **Outstanding debt** – An application for a new lease or lease transfer, consolidation, sub-division, renewal or sublet will normally be refused if the applicant has outstanding debt in relation to other leases.
- **Poor record of management** – Where the permit holder/lessee has a poor record of management, administrative sanctions and civil action may be taken as described in Chapter 9.6.
- **Workplans** – Oyster aquaculture permit holders and lessees may submit a workplan for approval to extend the time given in a notice to tidy and repair oyster aquaculture lease areas where there is a large quantity of work, extenuating circumstances or high seasonal workloads.

Workplans are prepared by the permit holder/lessee and approved by the relevant District Fisheries Officer.

Lease marking and signs must be attended to in the time given on all Oyster aquaculture lease Inspection Reports and this work cannot be included in a workplan due to navigation safety issues.

- **Lease marking and tidy notices** – If an oyster aquaculture lease does not comply with the relevant lease marking or tidy standards specified in this strategy the holder of the oyster aquaculture lease or permit holder will be issued a notice to comply. Penalty notices apply for some infringements.
- **Removal of infrastructure** – Lessees are required to remove all improvements (including cultivation material, lease markings and structures) from expired or otherwise terminated leases within six months.
- **Extenuating circumstances may reduce time periods** – Time allowed to bring leases into compliance with marking, neat and tidy standards and removal of infrastructure from terminated leases may be issued for shorter periods if the issue requires more immediate attention to reduce risks to navigation, environmental damage or serious public nuisance.

Historic derelict oyster aquaculture leases and oyster aquaculture lease cleanup program

The majority of derelict oyster aquaculture leases are the result of catastrophic disasters like the QX disease outbreaks in the Georges and Hawkesbury Rivers, and the incursion of the pest Pacific Oyster in Port Stephens.

Responsibility for the clean up of oyster cultivation material passes to the State (as land owner) when clean up costs cannot be recovered from the lessee. In some cases, lessees have their responsibilities waived under bankruptcy or insolvency legislation.

More than 300 oyster aquaculture leases (more than 360 hectares) have been cleaned up since the Oyster aquaculture lease Clean up Project commenced in July 2009. Some historic derelict leases have been cleaned up as a result of grants from Local Land Services. Others have been cleaned up by farmers who have taken up derelict lease area exempted from the competitive lease tender process. However, the majority of leases have been cleaned up as a result of legal and administrative action undertaken by NSW DPI.

The number of leases becoming derelict and adding to the list of State legacy leases has also dramatically decreased as a result of the oyster aquaculture lease bond system; the oyster aquaculture lease compliance program; legal action against individuals who do not meet their cleanup responsibilities; and administrative policies which prevent individuals with outstanding clean up responsibilities from completing lease transactions.

2.3.2. Crown Lands Division

The Crown Lands Division has implemented a new strategy for oyster industry land base sites located on Crown land.

By working in partnership with the grower the division will promote environmentally sensitive and well managed Crown land associated with the oyster farming industry.

The strategy includes:

- A commitment to 25 year lease for each land base site;
- Five year Work Plans developed in consultation with the grower;
- A series of key principles in the Work Plan, assembled into three categories:
 - Commitment to environmentally sustainable practices and social responsibilities;
 - Site management and presentation;
 - Roles and initiatives provided by the division.

- Work Plans also contain a walk-through agreement, developed in consultation with the grower;
- The walk-through agreement will detail initiatives proposed by the farmer and the department to improve site efficiencies, presentation and environmental practices;
- The 25 year lease and associated Work Plan contains no initial requirement for a security bond system. The aim here, is to work in partnership with the grower to maintain an environmentally sensitive and professionally well managed land base;
- The Work Plan will provide for the calling in of a security deposit should the grower fail to meet obligations and commitments contained in the walk- through agreement; and
- Should the grower fail to adhere to work plan and subsequent walk- through agreement the department maintains the option to terminate the lease on a breach of conditions.

Work Plans will be required when:

- A new lease is being granted;
- The lease is being transferred; and
- Work Plans are to be updated, if and when required. This option is determined in consultation with the grower and can be called for by either the grower or the department.

2.3.3 The NSW Shellfish Program

The NSW Shellfish Program is a compulsory, industry funded program that assists in ensuring the public health safety of oysters and other shellfish grown and harvested from NSW waters. The Shellfish Program is administered by the NSW Food Authority under the *Food Act, 2003*. A brief description of the program is given here for information only. This strategy does not affect the operation of the program. Full details of the program including water quality monitoring details can be obtained from the NSW Food Authority (www.foodauthority.nsw.gov.au/industry/industry-sector-requirements/shellfish).

The objective of the NSW Shellfish Program is to protect the health of shellfish consumers through the administration and application of procedures described in the NSW Shellfish Program Operations Manual that:

- assess the risk of shellfish contamination by pathogenic bacteria and viruses, biotoxins and chemicals derived from the growing area;
- control the harvest of shellfish in accordance with the assessed risk; and,
- protect shellfish from contamination after harvesting.

In addition the Operations Manual describes administrative procedures for the operation of Local Shellfish Programs as specified under the *Food Regulation, 2010*. The NSW Shellfish Program adheres to the principles and objectives of the Australian Shellfish Quality Assurance Program (ASQAP).

Classification of oyster harvest areas

Harvest area risk assessment (also known as a comprehensive sanitary survey) is the cornerstone of the NSW Shellfish Program. The completion of a risk assessment for each harvest area is an objective process that is taken independently of the oyster aquaculture industry and follows the requirements of the ASQAP Operations Manual 2009 and the NSW Shellfish Industry Manual (NSW Food Authority, 2013).

Each initial risk assessment is completed over a period of one to three years and results in each harvest area being classified as either approved, restricted or prohibited according to its sanitary

status. The harvest area classification then determines the food safety controls to be applied to shellfish harvested from the area. Additionally, where a harvest area's classification is 'conditional' (essentially meaning it is subject to closure in prescribed conditions), a specific harvest area management plan is prepared which details harvest area closure and opening parameters as well as other requirements for the efficient and effective management of the area.

Components of the risk assessment process

- A shoreline survey which includes a thorough physical examination of the catchment area draining into the shellfish harvest area in order to identify the actual or potential sources of pollution that may adversely affect water quality.
- A bacteriological survey of the shellfish growing waters, which provides quantitative data to explore and develop preliminary findings of the shoreline survey, data that describes the extent of faecal contamination of the harvest area and quantitative data for the classification of the area (see Table 3).
- A bacteriological and chemical examination of the shellfish which includes an assessment of the microbial, chemical and algal biotoxin contaminants.
- An evaluation of the meteorological, hydrographic and geographic characteristics to assist the development of a harvest area management plan.
- An algal biotoxin risk assessment to assist in the appropriate classification of the area.

Table 3: Sanitary water quality standards for oyster harvest area classification.

Parameter	Classification Status		
	Approved	Restricted	Prohibited (Nursery)
Faecal (thermotolerant) coliforms	90th percentile of randomly collected Faecal coliform samples do not exceed 43MPN or 21 MF/100mL	90th percentile of randomly collected Faecal coliform samples do not exceed 300MPN or 85 MF/100mL	A sanitary survey has not been completed for this area.

Note: MPN – mean probable number, MF – membrane filtration

Implications for oyster cultivation and harvest

Classification determines the management regime under which oysters are harvested. Also, oysters may only be exported from classified areas according to AQIS export criteria for shellfish.

Under the risk assessment process oyster growing areas are classified into one of the following four categories:

1. **Approved.** Direct harvest for human consumption under prescribed conditions;
2. **Restricted Harvest.** Product requires depuration in an approved depuration plant under prescribed conditions or relay to an Approved area prior to sale for human consumption;
3. **Prohibited (Nursery).** The harvest of shellfish for sale for human consumption is not permitted; or,
4. **Prohibited (Closed Safety).** Identifies areas that are not suitable for growing or harvesting shellfish due to significant or unpredictable contamination, e.g. areas directly adjacent to sewage treatment plant outfalls.

Oysters may be progressed to a higher category by relaying those oysters into the higher category waters, under prescribed conditions, for a minimum period of 14 days or translocating juvenile (nursery) shellfish for on-growing for a minimum period of 60 days.

Most oyster growing areas currently fall within the approved or restricted classification and operate under rainfall and salinity management plans. Oysters may be harvested from Approved areas and sold directly for human consumption without the additional cost of the 'depuration' process. These areas are therefore the most valuable and sought after areas for oyster aquaculture.

2.4. Agency roles and responsibilities

The key agencies, and their responsibilities with respect to the NSW oyster industry, are summarised below.

NSW Department of Premier & Cabinet

This department manages issues and projects of significance to NSW, such as the development of this strategy. Premier's Department has provided direction and leadership to the Hunter Aquaculture Taskforce to ensure a whole of government approach to policy development.

NSW Department of Trade & Investment, Regional Infrastructure & Services

This department works with the NSW oyster industry to assist in business development. The department has sponsored many industry initiatives in the areas of marketing, business planning and trialling new species and farming methods.

NSW Department of Primary Industries (a division of NSW Department of Trade & Investment, Regional Infrastructure & Services)

NSW DPI is the key regulatory agency for the NSW oyster industry. The department administers leases and permits, collates production data, develops policy and also has an industry development role. The department is also the key NSW aquatic habitat protection and compliance agency and develops policies and guidelines for the industry that are consistent with habitat protection objectives.

NSW Department of Planning and Environment

The Department of Planning & Environment's key role for the oyster industry is in ensuring that the OISAS is integrated into the state land use planning and development control frameworks. The department ensures that strategies such as OISAS integrate the government's social, economic and environmental agendas to promote sustainability.

NSW Food Authority (a division of NSW Department of Primary Industries)

The NSW Food Authority provides the regulatory framework for safe and correctly labelled food to be produced in NSW. Of particular importance to the oyster industry, the NSW Food Authority has responsibility for implementing the NSW Shellfish Program that classifies and establishes management plans for oyster harvest areas. The NSW Food Authority also licenses oyster depuration, processing and handling facilities.

Office of Environment & Heritage (a division of NSW Department of Premier & Cabinet)

The Office of Environment and Heritage (OEH) has statutory responsibilities for protected and threatened wildlife throughout NSW, whether on or off the National Parks Estate. Of particular relevance to oyster aquaculture leases is the OEH's role in the protection of marine mammals and reptiles, such as dolphins and sea turtles which may swim into shallow water, and shorebirds or waders which often forage in the intertidal zone and roost nearby. OEH (via the National Parks and Wildlife Service) has care and control of national parks and nature reserves throughout NSW, and these are often located in estuarine areas. Although oyster aquaculture leases are granted under the *Fisheries Management Act, 1994*, any new lease on the National Parks Estate requires the written concurrence of the Minister for the Environment.

The OEH has a lead role in developing environmental objectives for water quality and river flows for government and has developed a number of resources and tools for water managers, including local councils, and Local Land Services. OEH leads the implementation of the Diffuse Water Pollution Management Strategy which provides a framework for natural resource and environment agencies, including local government and LLS to better manage pollution from non-licensed activities.

OEH works with local councils and communities to maintain or improve the health of our estuaries. OEH supports local government through the Coastal Zone Management Program which provides guidance and support for both coastal and estuary management planning and actions. OEH works with the oyster industry to provide estuary process information when available to help resolve issues such as dredging.

Environmental Protection Authority (a division of NSW Department of Premier & Cabinet)

The Environment Protection Authority (EPA) is tasked with making those subject to environmental regulation aware of Government and community expectations about the

protection of our environment and the health of local communities, by raising general awareness of regulatory requirements and delivering strong compliance and enforcement programs.

The EPA shares responsibility for regulating pollution of waters in NSW with local government and the Roads and Maritime Services. The EPA is responsible for regulating state and local government agencies and those premises holding an environment protection license. Roads and Maritime Services regulate water pollution from vessels and local government regulates most other sources.

Trade and Investment – Crown Lands

The Crown Lands Division is the primary administrator for Crown land tenures and unallocated Crown lands across NSW. The division leases land to the oyster industry for land based activities and also gives owners consent to lodgement of development applications for new oyster aquaculture lease areas where development consent is required.

Future management of land based sites located on Crown land will be driven by the need for both the grower and the Crown Lands Division to maintain an environmentally sensitive and professionally well managed land base. This will be achieved through the process of a long term lease agreement and an associated Work Plan that is developed in partnership with the grower to achieve sound environmental and social outcomes.

NSW Maritime (a division of Roads & Maritime Services)

NSW Maritime is the state government's maritime regulator responsible for providing safe and sustainable ports and waterways. The division helps to establish oyster aquaculture lease marking requirements and helps to determine if a lease area will adversely affect navigation. NSW Maritime also has responsibilities for pollution from vessels.

Marine Estate Management Authority NSW

Marine Estate Management Authority manages the NSW Marine Parks estate. These parks are large marine and estuarine protected areas that are designed to conserve all forms of marine plant and animal species (biodiversity). The Marine Estate Management Authority is responsible for the declaration, management, selection and zoning of marine parks and the regulation of ecologically sustainable use of these areas.

Division of Local Government (a division of NSW Department of Premier & Cabinet)

Local government has a diverse role covering town planning, building approvals, local roads, parking, public libraries, public toilets, water and sewerage, approval and inspection of septic systems, waste removal, domestic animals and community facilities. Of particular importance to the NSW oyster industry is council's part in managing estuarine water quality and resolving land and water use conflicts through estuary management planning, land use planning and development control. Council may also provide waste management services to the industry. Council's also assist the oyster industry with water quality monitoring and have a role in investigating water pollution incidents.

Local Land Services (a division of NSW Department of Primary Industries)

Local Land Services (LLS) coordinate natural resource management at the catchment scale. The LLS are responsible for involving regional communities in catchment planning and identification of natural resource management priorities for their region, and are the primary means for the delivery of funding from the NSW and Commonwealth Governments to help land managers improve and restore the natural resources of the State. Key roles include preparing Catchment Action Plans, managing investment programs to implement the plans, and promoting community participation in regional natural resource management action and decision making. Implementation of the Catchment Action Plans in the coastal LLS regions will lead to favourable outcomes for the oyster industry.

Chapter 3 Healthy oysters and healthy estuaries

Estuaries (where all NSW oyster farming occurs) are essentially the confluence point for all runoff and groundwater flow yielded by their catchments. Estuarine health is therefore a good indicator of the sustainability of catchment activity.

There are numerous potential sources of pollution that may affect estuaries, including urban and industrial effluent discharges, boat discharges, contaminant transport by rivers and agricultural run-off.

Raised concentrations of pollutants can have serious effects on the health of plant and animal populations. Oysters are particularly susceptible because they rely on high quality water for their food. On average, a farmed Sydney Rock Oyster will filter an estimated 250,000 L of estuarine water in its lifetime. It has been estimated that the farmed oysters in NSW remove over 1 million tonnes of suspended material, chiefly phytoplankton, in their lifetime (White, 2001). They have therefore an important role in the ecology of estuaries.

Because oysters filter such large volumes of water they are particularly sensitive to changes in water chemistry. For this reason they are sometimes referred to as 'grey canaries', as they are excellent biological indicators of estuary health. Their feeding habits and life-style make oysters extremely valuable, integrative indicators of water quality in estuaries and coastal lakes (White, 2001).

3.1. Water quality for food safety

Bacteria, viruses, marine biotoxins and environmental pollutants may all impact on the suitability of oysters for human consumption. Most are a direct result of human activity with the exception of marine biotoxins.

Sources that may pose a risk to food safety include:

- Sewerage system and septic tank overflows and leaks;
- Sewage discharges from vessels;
- Contaminated sediments;
- Stormwater run-off; and,
- Discharges from industrial premises or agriculture.

3.2. Water quality for healthy oyster growth

Oyster growth and production shows a wide variation from lease to lease, season to season and year to year. The majority of this variation would be explained by natural variations in water chemistry, temperature and seston availability although, surprisingly, there are gaps in knowledge on the Sydney Rock Oysters basic physiology and ecology (White, 2001).

On top of these natural effects, oyster growth and production can be affected by water quality problems caused or exacerbated by human activity. This activity is predominantly catchment land use and activities close to the estuary.

The 'healthy growth' water quality parameters most likely to be affected by human activity are:

- **Suspended solids.** Silt affects the sensitive feeding apparatus of oysters and can lead to infestations of mudworm. In general, oysters feed more efficiently in relatively clear waters (White, 2001). Increased turbidity may also reduce primary production and seston levels. Suspended solids levels can be raised by any catchment land use that exposes and leaves soil bare to erosion or by excessive wave wash arising from activities such as power boating, within the estuary.

- **pH.** The optimal pH range for oysters appears to be between 6.75 to 8.75 with growth rates rapidly declining at either side of this range (White, 2001). Large areas of acid sulfate soils occur in coastal floodplains in NSW and the drainage of acid waters from these areas is a major concern to the oyster industry (White, 2001). An oyster can survive in low pH waters for a time, but eventually the shell dissolves and the oyster dies (Dove et al, 1999).
- **Toxic elements and substances.** Detailed knowledge of all substances that may affect oyster growth is not available, but Dove et al (1999) observed that elevated concentrations of iron and aluminium at low pH could cause significant mortality in oysters. Suspended iron compounds (flocs) associated with acid drainage can also smother growing oysters and clog gill structures (Dove et al., 1999).

3.3. Tidal range, water flow and salinity

Oyster aquaculture ideally requires a stable mean water level that varies with each tide cycle. This allows oysters to be 'set' at a height where predictable periods of inundation and drying can be achieved.

Tidal variation also drives currents that exchange water through lease areas, delivering food. In some instances stream flow and wind driven circulation may supplement tidal currents, although these are highly variable and cannot be relied upon alone.

Salinity affects oyster growth and larval distribution and therefore catchment diversions, extractions, periodic releases of freshwater or changes to estuary entrances and channels may pose a threat to optimal oyster production. Salinity is also an important parameter in the operation of the NSW Shellfish Program.

Tidal range and flows are affected by the morphology (shape and depth) of the estuary and the size of the entrance. Oyster farming is situated mainly in permanently open estuaries and estuaries that close infrequently (in the order of 1 closure per century).

Estuaries are dynamic environments and the shape and position of channels and the estuary entrance has a natural pattern of variation. The state of the entrance and channels is a balance between the river and tidal flows, sediment dynamics and coastal (oceanic) process.

Entrance closures and channel movements often occur during extreme climatic conditions, but may be exacerbated by regulated river flows, abstractions and catchment land use leading to accelerated estuarine sedimentation.

When an estuary entrance closes or major flow channels become clogged there are increased periods of low salinity, higher water temperatures and poor water quality. Under these conditions, oyster aquaculture may experience:

- increased mortality, increased susceptibility to disease, reduced production and poor oyster growth,
- increased restrictions on harvest due to increased periods of low salinity,
- increased production costs as oysters may need to be moved frequently to other parts of the estuary or to different growing heights.

High water and flood levels associated with closed entrances may also adversely affect infrastructure and property; recreational and commercial fishing; recreational use of the estuary; and estuarine ecology.

The decision to artificially open an estuarine entrance or dredge a channel has to balance all potential social, economic and environmental impacts and is ideally planned well ahead of the need to undertake the work.

The social and economic cost of potential impacts on the oyster industry are relatively easy to determine, and need to be considered in the preparation of Estuary Management Plans, entrance opening strategies and estuary dredging strategies that may affect salinity, tidal range and flows in an oyster growing estuary. However, oyster aquaculture needs alone may not be sufficient to justify the artificial opening of an estuary.

3.4. Water quality and flow objectives for oyster aquaculture areas

Objectives

The water quality objective and flow objective for areas identified as priority oyster aquaculture areas mapped in Chapter 5 are:

Protecting water quality for safe human consumption and viable production of edible oysters.

Maintain or rehabilitate estuarine processes and habitats.

Background

The NSW Government has established water quality objectives for 31 NSW catchments.

These water quality objectives aim to provide policy direction for local government, state government agencies and Local Land Services for the protection of the identified objectives for each catchment. Objectives identified include aquatic ecosystem protection, visual amenity, recreation, water supply and aquatic foods (cooked). (<http://www.epa.nsw.gov.au/ieo>).

Objectives are used by these agencies to guide the issuing of permits, approvals, development consents and licenses for activities that may impact on water quality. They also provide a reference, against which the state of water quality in a particular area can be assessed, and help to determine whether water quality studies and improvement strategies should be initiated.

Oyster production requires water quality that supports healthy oyster growth and results in a product that is safe to eat following harvest under the NSW Shellfish Program. The water quality guidelines (Table 4), established in this strategy, are designed specifically to meet this objective.

The most important water quality parameter in oyster aquaculture is sanitary water quality. The most relevant guideline for sanitary water quality in oyster growing areas is the internationally accepted ASQAP Operations Manual 2002 and the NSW Shellfish Program Operations Manual 2001.

These two manuals use faecal coliform bacteria as an indicator of faecal pollution. The standard for Approved classification has been used as the objective for oyster aquaculture so that current Approved and Restricted areas may see an improvement in water quality that results in a future upgrading.

Five other key water quality guidelines have been set. The objectives are based on published values and are given in Table 4.

The NSW Government has also established river flow objectives for 31 NSW catchments. Four objectives have been set for estuarine areas:

- Maintain or rehabilitate estuarine processes and habitats
- Maintain wetland and floodplain inundation
- Manage groundwater for ecosystems
- Minimise effects of weirs and other structures

The most relevant to the protection of the environmental conditions required for oyster aquaculture, has been specifically adopted by this strategy, but achieving the other three will also assist in providing the environmental conditions required for healthy oyster growth.

Table 4: Water quality guidelines for oyster aquaculture areas.

Parameter	Guideline	Source
Faecal (thermotolerant) coliforms	90th percentile of randomly collected Faecal coliform samples do not exceed 43MPN or 21 MF/100mL	ASQAP Operations Manual 2002 and the NSW Shellfish Program Operations Manual 2001.
pH	6.75 – 8.75	Shumway (1996).
Salinity	20.0 – 35.0 g/L	
Suspended solids	<75 mg/l	Australian and New Zealand Guidelines for Fresh and Marine Water Quality (2000).
Aluminium	<10µg/L	
Iron	<10µg/L	
Other parameters	For other parameters please refer to Section 4.4 and Section 9.4 of the Australian and New Zealand Guidelines for Fresh and Marine Water Quality (2000)	

Note: MPN – mean probable number, MF – membrane filtration

Chapter 4 Water quality protection guidelines

4.1. Recognition of oyster aquaculture in land and water use planning

The aim of this strategy is that water quality, tidal range and flow in oyster growing areas is maintained and where possible improved to ensure the long-term security and sustainability of the NSW oyster aquaculture industry.

The maintenance of existing water quality, tidal range and flow will be achieved primarily through establishing links between the requirements for the sustainable cultivation of healthy oysters and catchment land and water use planning.

Three such links are established by this strategy.

Firstly, when preparing statutory environmental management plans that govern activities (both upstream and downstream) that may influence priority oyster aquaculture areas the relevant agency is required to:

- Consider the potential impact of the activity or plan on oyster aquaculture areas, and,
- Include specific actions that will contribute to the protection and/or improvement of water quality for oyster aquaculture.

Secondly, in determining applications for consent or approval under the *Environmental Planning and Assessment Act, 1979* the consent or determining authority needs to consider the potential impacts of the activity on oyster aquaculture areas in the locality. Of particular concern is whether catchment or foreshore development will reduce the suitability of an oyster aquaculture area for its intended purpose.

Thirdly, the NSW oyster industry is recognised as a neighbour/stakeholder and will be notified of relevant applications for approvals and consents and natural resource plan making activities.

These links are established through the planning system described in Chapter 8.

4.2. Guidelines for harvest area protection

This section lists some specific actions that will contribute to the protection and/or improvement of water quality for oyster aquaculture. Local government, state government agencies, private landowners and developers should directly implement these actions. They should be included in strategic land and water use planning as development standards and considered in determining development applications.

Non point sources

Some specific actions include:

- Riparian zones in agricultural areas fenced to prevent access of livestock to estuary;
- Encourage establishment of riparian filters and settlement areas for run-off drainage in landscape with potential high animal faecal/fertiliser/chemical contamination (eg livestock, golf link, turf farm);
- Elevated monitoring and awareness of septic safe programs in areas adjacent to harvest zones;
- Marinas and vessel pump out facilities carefully regulated;
- Educational and advisory signs for recreational boating warning of the need to protect sanitary water quality;
- Avoid artificially attracting large numbers of birds into a harvest zone.

- Investigate the need for exclusion of recreational/private boating in specific oyster harvest area to protect sanitary water quality if required; and,
- Inclusion of buffer zones between foreshore sub-divisions and the shoreline.

Point sources

Some specific actions include:

- Sewerage management authorities prepare and implement an On-site Sewerage Management Strategy that includes classifying systems in close proximity to POAA as high risk with annual compliance inspection.
- The preferred on-site sewerage management system for sites close to POAA is secondary treatment (aerated wastewater treatment system) with disinfection, sub-surface irrigation and a minimum buffer of 100 m to a water body or drain. In circumstances where these requirements can not be met then additional risk management measures should be incorporated in the design.
- Sewer systems improved, maintained and operated so that overflows do not occur as a result of maintenance or operational failure, overflows in dry weather are eliminated or occur only under exceptional circumstances and wet weather overflows are minimised;
- Identification of priority urban storm water drains and installation of suitable treatment systems;
- Priority treatment drains would include those with a catchment from large hard stand car parks and roadway car parks, caravan parks, golf links, subdivision, commercial/business and shopping centres and industrial areas; and,
- At source control of stormwater for new developments to reduce stormwater impacts.

Community Responsibilities

Members of the community have a general responsibility to:

- have their on-site sewerage management system approved by the local Council and to operate it in accordance with that approval.
- understand how to use their on-site sewerage management system and to make sure regular maintenance inspections are conducted by suitably qualified and experienced technicians.
- quickly have their on-site sewerage management system repaired if it fails and report any discharge of effluent to the local Council.
- report any pollution incidents to the NSW EPA Environment Line 131555.
- remove stock access to the riparian zone adjacent to oyster harvest areas.
- ensure that stormwater run-off is not contaminated with chemicals, animal effluent or manure.
- use pump-out systems and ensure that no effluent, rubbish or waste goes from your boat to the waterway.
- participate in community programs that build resilience in the natural environment and help improve water quality.

4.3. Prioritising actions to address existing water quality issues

Declining water quality trends may be detected by the routine monitoring undertaken by the oyster industry for the NSW Shellfish Program, from growing area production records and from visual impacts detected while working on leases. State government agencies and local councils also undertake water quality monitoring.

The NSW LLS have responsibility for establishing regional standards and targets for natural resource management, including water quality. These standards and targets are implemented through a Catchment Action Plan.

In setting regional water quality objectives, LLS refer to the Statewide Standards and Targets prepared by the NSW Natural Resources Commission and any relevant water quality objectives. The water quality objectives and guidelines for oyster aquaculture, established in this strategy, will assist LLS to set specific objectives relevant to the protection of estuaries and their catchments, including oyster growing areas.

The relevant LLS, Estuary Management Committee and local council have responsibility for establishing priorities for action through their planning processes. Where it is identified that water quality is degraded in an oyster aquaculture area the issue needs to be brought to the attention of the relevant LLS, Estuary Management Committee and local council for prioritisation.

4.4. Case Study – Farquhar Inlet Entrance Management Strategy.

The problem:

Early in 2008 a series of moderate rainfall events kept the lower Manning River fresh for an extended period but none of the events were large enough to naturally open the South Arm or to trigger a mechanical opening. A severe oyster mortality event occurred. The entrance management plan for the South Arm allowed for mechanical opening of the estuary only when Taree was threatened by flood.

What the local oyster industry did:

- Got active to find a solution.
- Engaged the Council, community and other key stakeholders.
- Got involved in the preparation of a revised entrance management plan.
- Helped to raise money to support the work being done.

The outcome:

Water quality triggers were built into the Farquhar Inlet Entrance Management Plan to ensure that prolonged periods of fresh water would be avoided.

The community purchased a dredge to implement estuary dredging works.

The Farquhar Inlet Management Group was formed and in partnership with the Greater Taree City Council has commenced dredging to improve flushing, recreational boating access and navigation in the South arm. Dredge spoil is being used to construct Little Tern nesting habitat in consultation with the National Parks and Wildlife Service.

For more information see the Greater Taree City Council website www.gtcc.nsw.gov.au

Chapter 5 Priority oyster aquaculture areas

5.1. Areas where oyster farming is a desired outcome

Since its inception in the 1870's, the oyster aquaculture industry has undertaken extensive and on-going commercial assessment of sites that appeared to the 'experienced industry eye' to be suitable for oyster aquaculture. Much of this process took place in an era where there were few productive uses, other than fisheries, for the States estuarine waterways and urban development on estuary foreshores was relatively limited. This process of commercial assessment was often dynamic, with the suitability of sites often changing as industry cultivation practices evolved in each estuary.

In addition to commercial considerations, however, the oyster industry recognises that a range of environmental and socio-economic factors must also be considered in determining suitable oyster farming areas.

The assessment criteria for POAA in NSW estuaries (Table 5) ensures that potential environmental impacts and the needs of the community and other legitimate users of the State's estuarine resources are taken into account in the location and allocation of oyster aquaculture areas.

Suitable areas have been designated as priority oyster aquaculture areas in line with the recommendations of the Healthy Rivers Commission in its Healthy Oysters, Healthy Rivers report (HRC, 2003). Identifying priority oyster aquaculture areas recognises the importance of the industry to state and regional economies and the need to implement planning reforms that facilitate the environmental sustainability of the industry.

2006 POAA assessment

The first edition of this strategy restricted the original assessment of areas suitable as POAA to those that were held under an oyster aquaculture lease in 1980 issued under the *Fisheries and Oyster Farms Act, 1935* and any lease issued over previously unleased area since that time either under the *Fisheries and Oyster Farms Act, 1935* or the *Fisheries Management Act, 1994*. Small contiguous areas between adjacent oyster aquaculture leases were also assessed.

In 2005-06 each area was individually inspected and evaluated against a list of locational, environmental and socio-economic suitability criteria. This process classified current and previous oyster aquaculture areas as either suitable or unsuitable. All suitable areas are mapped as POAA on the oyster aquaculture maps. Table 5 lists the key location, environment and socio-economic criteria.

Areas in the National Park estate were assessed for oyster aquaculture suitability, but not mapped as POAA as this is not consistent with the intent of reserving National Park land. Current suitable leases in the National Park estate may continue subject to the relevant park management plan.

Areas not currently or previously leased may still be subject to application for oyster farming, but these applications will be dealt with on a case by case basis and will require development consent (see Chapter 8 Planning).

Table 5: Assessment criteria for priority oyster aquaculture areas in NSW estuaries.

Assessment Issue	Standard for an area to be classified as a priority oyster aquaculture area
Navigation	Not within an identified navigation channel as marked by the NSW Maritime (except dredge bed leases).
	Not directly offshore from, or 50 m to either side of any public wharf or public boat ramp. Greater distances may be required in high use areas.
	Not directly offshore from, or 50 m to either side of, any public or privately operated marina. Greater distances may be required in high use areas.
	Not within a recognised mooring area.
Conservation areas	Not within 50 m of an area identified by NSW Maritime as a specific watercraft operation area. Greater distances may be required in high use areas.
	Not within any areas mapped under <i>State Environmental Planning Policy 14 – Coastal Wetlands</i> if oyster aquaculture is likely to have significant adverse impacts on the wetland.
	Not in an area where oyster aquaculture is likely to have a significant adverse impact on matters of national environmental significance under the <i>Environment Protection and Biodiversity Conservation Act, 1999</i> .
	Not in an area declared as an Aquatic Reserve under Part 6 of the <i>Fisheries Management Act, 1994</i> if oyster aquaculture is likely to have significant adverse impacts on the conservation values of the Reserve.
	Only within areas within a Marine Park that identify oyster aquaculture as a permitted activity.
	Not within an area if oyster aquaculture is likely to have significant adverse impacts on threatened species or habitats listed under Part 7A of the <i>Fisheries Management Act, 1994</i> OR under the <i>Threatened Species Conservation Act, 1995</i> .
Heritage	Not in the National Park estate without the written concurrence of the Minister for the Environment.
	Not immediately adjacent to a National Park or Nature Reserve if oyster aquaculture is likely to have significant adverse impacts on the conservation values of the area.
Aboriginal heritage	Not within over or adjacent to any area likely to adversely affect items listed on the State Heritage Inventory eg shipwrecks.
Public health safety	Not within, over or adjacent to sites/places of regional or national aboriginal significance without consultation and endorsement by the local Aboriginal community.
Commercial fishing	Not within any areas classified as a Prohibited (Closed Safety) under the NSW Shellfish Program.
Recreational activity	Not within a commercial net hauling ground recognised in a Fisheries Management Strategy made under the <i>Fisheries Management Act, 1994</i> .
	Not directly offshore from, or 50 m to either side of, an area managed for public recreation.
Miscellaneous	Not within 50 m of an area identified by the NSW Maritime as a designated swimming area.
	Not over any area deemed as commercially non-viable for oyster aquaculture or not in the public interest.

5.2. Oyster aquaculture area available for leasing

The first edition of this strategy did not seek to achieve a windfall increase in area available to the NSW oyster industry NOR did it seek to force a sudden decrease in area that would adversely affect business viability.

Oyster aquaculture lease holdings have contracted since the mid 1970's and at June 2012 were 2926 ha, down from a peak of over 5,550 ha in 1976/77 (not including foreshore leases let on a linear rather than area basis). Chapter 1 discusses the reason for this contraction.

It is anticipated that lease area will continue to consolidate due to the advent of single seed production technology and faster growing selected oyster lines. These culture methods do not

require 'catching leases' and may require less grow out area for the same production, as fewer age classes of stock need to be held. However, some QX disease and POMS affected estuaries and estuaries affected by poor water quality may be able to bring non-viable areas back into production in future if QX disease and POMS resistant oyster lines are proven successful and water quality issues are addressed.

Demand for lease area in an estuary is driven by the cost of production, demand and price for the product, water quality, production methods, availability of land bases and supporting infrastructure, and confidence in the security of access to the water and land resources required. Supply is controlled by competition from other estuarine user groups, estuarine carrying capacity and the availability of suitable area.

This strategy therefore establishes an orderly process of adjusting the lease area available to industry. The POAA identified on the oyster aquaculture maps may be adjusted to facilitate the objectives of this strategy.

Areas identified for Phase-out in the first edition of this strategy will not be renewed.

Adding new POAA.

The POAA identified on the oyster aquaculture maps may be increased by adding new lease area approved by development consent under Part 4 of the *Environmental Planning and Assessment Act, 1979*.

Extinguishment of POAA for non-oyster activities

NSW DPI Policy O-072 *Extinguishment of Priority Oyster Aquaculture Area* sets out the circumstances and process under which a POAA will be extinguished to allow for non-oyster aquaculture development.

Under the terms of this policy POAA will only be extinguished for the purpose of non-oyster aquaculture related activity if:

1. no other viable option for the proposed non-oyster aquaculture related activity can be identified;
2. any adverse effect on the oyster aquaculture industry is mitigated; and,
3. any compensation required by the Act or Regulation is paid.

When considering the adequacy of mitigation measures identified by a proponent/agency, NSW DPI will consider:

1. the viability and productivity of the subject lease(s);
2. the strategic importance of the lease(s) to local industry (for example, is the lease the only catching lease in the estuary? Is the lease within a NSW Shellfish Program harvest area?); and,
3. any other matter raised in consultation with the local oyster industry.

The mitigation of any adverse effects on POAA of non-oyster aquaculture development may consist of:

1. Replacement with a new reasonable equivalent lease area that will be classified as POAA at the next staged review; or

Note: Reasonable equivalent area will be assessed on the basis of area, productive capacity and culture potential (i.e. spat catching, raft, water depth etc) by NSW DPI in consultation with the local industry and the local Shellfish Program. The area must be approved by NSW DPI Director, Aquaculture, Conservation & Marine Parks.

2. Works that mitigate the impact of the development to the local oyster industry to a value agreed to by NSW DPI in consultation with the local oyster industry. Works may take the form of:
 - a. Clean up work, e.g. the removal of derelict cultivation material from public water land;
 - b. Contribution to the Local Shellfish Program;
 - c. Other work as agreed to by NSW DPI in consultation with the local oyster industry.

Extinguishment of unused POAA







Any POAA identified on the oyster aquaculture maps that remains unleased for more than 10 years may be considered for extinguishment.

Terminating current lease area

OISAS Edition 1 identified 98.1 hectares of current lease area for phase-out that were not suitable for on-going oyster aquaculture. Some incentives were offered to the holders of these leases to surrender them before December 2012. 11.4 hectares of this lease remains current at 30 June 2013 and the option for preferential rights to apply for vacant POAA no longer exists for these lease holders. On expiry these leases will not be renewed.

5.3. Oyster aquaculture maps

Table 6 gives the areas of each of the mapped categories of oyster aquaculture lease area, which are:

Priority oyster aquaculture areas	green	
Terminating current lease area	yellow	
Current leases on the National Parks estate	blue	
Oyster aquaculture areas located on the Marine Parks estate.	hatched	
Land-based oyster facilities - Crown land lease: actual lease area	brown	
Land-based oyster facilities - Crown land lease: indicative location	orange triangle	

The oyster aquaculture estuary maps are published on the NSW DPI website at:
www.dpi.nsw.gov.au

Table 6: Lease area for oyster aquaculture.

Estuary	Greatest area historically leased (ha)	Current leases in the National Parks estate (ha)	Area mapped as priority oyster aquaculture area (ha)
Column 1	Column 2	Column 3	Column 4
Tweed River	41.0		27.5
Brunswick River	15.0		9.3
Richmond River	29.0		22.2
Clarence River	37.0		13.5
Sandon River	7.0		4.5
Wooli Wooli River	32.0		18.3
Bellinger River	29.0		24.5
Nambucca River	75.0		65.5
Macleay River	118.0		100.3
Hastings River	144.0		122.1
Camden Haven	166.0	18.0	80.7
Manning River	331.0		276.2
Wallis Lake	414.0		359.7
Port Stephens	1705.0		864.0
Hunter River	35.0		0.9
Brisbane Waters	228.0		151.6
Patonga Creek	27.0		23.6
Hawkesbury River	447.0		292.9
Botany Bay / Georges River	371.0		111.7
Shoalhaven River	21.0		13.3
Crookhaven River	260.0	34.8	108.6
Currambene Creek	13.0		
Moona Moona Creek	<1		
Conjola River	14.0		8.5
Narrawallee Creek	12.0		
Burrill Lake	19.0		1.1
Clyde River	236.0		192.3
Tomaga River	11.0		3.5
Moruya River	25.0		12.6
Tuross Lake	145.0		109.9
Wagonga Inlet	112.0		86.8
Wallaga Lake	28.0		5.2
Bermagui River	45.0		35.7
Murrah Lagoon	<1		
Wapengo Lake	94.0		76.5
Nelson Lagoon	48.0		22.3
Bega River	7.0		1.8

Estuary	Greatest area historically leased (ha)	Current leases in the National Parks estate (ha)	Area mapped as priority oyster aquaculture area (ha)
Column 1	Column 2	Column 3	Column 4
Merimbula Lake*	142.5		126.4
Pambula River	116.0		98.3
Towamba River (Kiah)	9.0		
Wonboyn River	62.0		52.9

* does not include 16.4 ha sub-let from the lessees of the Merimbula Airport.

Chapter 6 Commitment to environmentally sustainable practices

6.1. Good neighbour policy

The NSW oyster industry is an integral part of many NSW coastal communities. Oyster farming businesses not only generate economic benefits, but also make a positive and constructive contribution to the social fabric of these communities.

Oyster farmers appreciate the wider social responsibilities of their businesses and aim to be recognised in their communities as good corporate citizens and environmentally responsible, professional primary producers. Safeguarding water quality is a primary driver for oyster farmers.

Oyster farmers recognise that the land adjacent to leased areas is either community owned public land or private land. In either case, this land is treated with respect and oyster farming activities are conducted so as to minimise any existing and potential impact on this land.

Responsible NSW oyster farmers:

- Do not abandon infrastructure and equipment as it can cause a hazard to water craft, land vehicles and the environment;
- Ascertain ownership of adjacent lands and liaise with these 'neighbours';
- Recognise that Crown land or National Park is land owned and managed for the public good, and is not vacant land;
- Acknowledge the responsibility that goes with the right of access to public waterways and infrastructure;
- Operate so as not to interfere with the reasonable peace, comfort or privacy of other estuarine and foreshore neighbours;
- Minimise noise, especially in the vicinity of residences and during the quiet times of the day;
- Treat neighbours and the community cordially and with respect;
- Actively participate in community forums;
- Give preference to purchasing local products and employing local people;
- Develop and maintain excellent relationships with their communities, building mutual trust and respect;
- Acknowledge community concerns and co-operate with neighbours to resolve them;
- Recognise that Aboriginal people may have occupied oyster aquaculture lease areas and/or land adjacent to lease areas;
- Are committed to assessing and preserving the Aboriginal Heritage values of coastal communities; and
- Encourage, where practical, opportunities to employ and/or train Aboriginal people in the oyster industry.

6.2. Estuarine stewardship policy

Stewardship is the management of a resource on behalf of someone else. In the context of Ecologically Sustainable Development the stewardship of estuarine resources is on behalf of present and future generations. The estuarine stewardship 'team' consists of governments, the local community, local industries that are dependent on the estuary, and other industries and communities whose activities are affecting the estuary.

The NSW oyster industry is dependant on healthy environmental conditions in estuaries for healthy and productive oyster growth. The industry therefore has a vested interest in seeing estuarine ecosystems protected and restored. In turn, farmed oysters now provide the filtering of estuarine water previously undertaken by natural oyster reefs. These reefs all but disappeared from NSW estuaries in the late nineteenth century following the appearance of a parasitic mudworm that is lethal to the Sydney Rock Oyster. The mudworm spread between east coast estuaries and forced oyster farmers to develop intertidal cultivation practices.

The oyster industry has an intimate knowledge of estuarine processes and resources, developed over generations of 'working the water'. Estuaries would benefit from having this knowledge incorporated into land and water planning. A focused involvement may also establish a positive feedback loop for the industry that is likely to increase consumer confidence and community acceptance of a sustainable oyster industry remaining in NSW estuaries (Healthy Rivers Commission, Oysters Review, 2003).

Responsible NSW oyster farmers:

- Do not litter or pollute land or waters;
- Take all reasonable measures to minimise any existing or potential impacts on adjoining land and remove any oyster farming materials that unintentionally wash ashore, as soon as possible;
- Operate their business to minimise any existing and potential environmental impact;
- Support catchment management and land use planning processes that maintain and/or improve estuarine health;
- Get involved in local resource management planning, estuary management and land use decision making;
- Ensure that the industry's intimate knowledge of estuaries and the industry's reliance on healthy estuaries is heard and incorporated into land and water management processes;
- Continue to work with government and the community to manage pest, disease and noxious species;
- Keep an eye on their patch and report environmental changes and potential water quality problems to the relevant authority;
- Recognise and promote the public benefit of estuarine water and environmental monitoring and reporting;
- Ensure that their activities do not degrade conservation and care of unique natural and cultural resources; and,
- Act as a good example to others and actively promote responsible habitat management and estuarine stewardship.

6.3. Commitment to comply with, and where possible exceed, regulated standards

Government establishes minimum standards of performance in key areas of the operation of the oyster industry on behalf of the people of NSW. These standards attempt to balance potential environmental and social impacts of activities with the operational and viability needs of industry. These aims are not mutually exclusive and the oyster industry is committed to identifying and implementing improvements to their businesses that achieve a threefold effect: meet, and where possible exceed, regulatory standards; improve business profitability; and, improve environmental performance. Sixteen estuaries have prepared environmental management

systems (see Chapter 10.2) to formally address these issues and incorporate them into their business operation.

Responsible NSW oyster farmers:

- Make themselves aware of the regulations that apply to their businesses and as a minimum standard comply with those standards;
- Seek to identify aspects of their business activities that can improve profitability and environmental performance;
- Support and participate in training programs to improve skills and knowledge on industry best practice, environmental and community issues;
- Support research and development initiatives that aim to improve the profitability and environmental performance of the industry; and,
- Get involved in the development of appropriate standards for industry regulation.

6.4. Oyster industry Crown land base sites

To ensure a sustainable industry which is in harmony with the surrounding environment, including the need for stewardship and accountability for land management over the leased areas it is important that:

- Activities are carried out within the lease boundaries and do not encroach onto adjoining Crown land, including the bed of adjoining waterways;
- Disposal of oyster shell and other by-products does not occur within the lease or on the adjoining Crown land, including the bed of adjoining waterways;
- Waste is not to be burnt on site;
- Residing on these sites is not permitted without approval;
- Submerged land is not reclaimed by filling with oyster shell or other materials without written approval of all relevant authorities;
- Native vegetation, including riparian vegetation is not interfered with, both within and outside the leased areas;
- Disused and abandoned equipment is removed from Crown land, including the bed of waterways;
- Any occupation of Crown Land outside of the leased area such as jetties, or ramps must be licensed or otherwise authorised;
- Any activity on leased areas is consistent with the purpose of the lease;
- The Aboriginal heritage values of the site are assessed in consultation with DEC, the Aboriginal Community and by making reference to the Aboriginal Heritage Information Management System; and,
- Land owners consent is sought from Trade and Investment – Crown Lands prior to the lodgement of any development applications. Also any such development must be consistent with the zoning and undertaken in accordance with any relevant approvals and consents.

6.4.1. Definitions for Crown land base sites

‘Crown land lease’ – means lease under the *Crown Lands Act, 1989*;

‘Oyster Aquaculture Land Base Site’ – an area of non-submerged land (frequently leased Crown land) used for the purpose of supporting oyster aquaculture;

‘Premises’ – means land and improvements within the leased area; and,

‘Oyster Industry Purposes’ – means depuration, spat growing (nursery) and operations directly related to the transfer of oysters to and from cultivation areas.

6.4.2. Delineation of lease boundaries and identification of structures and works

The holder of a Crown land lease is required to undertake a program to identify the surveyed boundaries of the lease and the position of any buildings, works or uses thereon.

Boundary identification and marking

Boundaries and/or corners of leases are to be clearly marked and remain clearly marked for the duration of the lease. The Crown Lands Division will accept, as a minimum, the positioning of white painted posts (minimum 100mm diameter) extending no less than one (1) metre above ground level, on all corners and at intervals no greater than 20 metres apart. In some instances, particularly where there is a history of continued encroachment and/or dumping of waste outside the lease boundaries, the Crown Lands Division may require the lease holder to fence the landward boundaries of the lease.

Identification of structures and works

The holder of a lease is required to provide the local office of the Crown Lands Division a description of all existing works and structures (size, materials, condition, etc.).

Unauthorised developments

All structures, works or uses are to be authorised and holders are required to show proof of any authorisation. Structures, works and uses without the appropriate consents are regarded as ‘unauthorised developments’ and the holder will need to remove the structures or cease the unauthorised use. Lease holders will need to justify why any structures, works or uses regarded as ‘unauthorised developments’ should not be removed or ceased. This will apply to those structures, works or uses that do not comply with the lease purpose.

6.4.3. Condition and maintenance of premises

Visual amenity

To minimise potential impacts on the visual amenity of the estuary, oyster industry land base sites should be kept in a reasonably neat and tidy condition at all times and all structures are to be kept in good repair. The visual amenity of the area is to be maintained by painting the structures in colours acceptable to the relevant local council.

Materials and equipment are to be stored in an orderly fashion and storage of chemicals and other hazardous materials to comply with Australian Pesticides and Veterinary Medicines Authority and Environment Protection Authority requirements.

Any redundant material or equipment is to be removed from the premises. Materials and/or equipment are not to be stored temporarily or otherwise on adjoining Crown lands (including waterways).

Disposal of shell, disused tarred sticks and other waste material

The deposition of oyster shell, solid waste (including tarred sticks), debris and contaminated by-products within the premises, other than on a temporary basis, is prohibited. All such materials are to be removed from the premises to a disposal site authorised to accept such materials.

6.5. Stocking density

Over-stocking is where oyster stocking levels exceed the carrying capacity of an individual growing area or estuary. Overstocking means that stock does not have access to sufficient food. Poor growth, increased susceptibility to disease and increased susceptibility to heat kills have been linked to overstocking in various NSW estuaries (Ogburn, 2011).

The number of oysters an estuary, or area within an estuary, can produce is dependent on a wide range of environmental variables and there is currently insufficient data and knowledge to successfully estimate it on an environmental basis (for example using the primary productivity of an estuary). Consequently, no practical scientific tools exist to quantify optimal stocking densities.

Research is being undertaken in a number of NSW estuaries (Pambula, Merimbula, Wapengo, Clyde and Shoalhaven) to establish baseline information regarding oyster crop performance. This research is measuring oyster growth and mortality rates occurring under varying environmental conditions and cultivation methods employed in the oyster industry. It will assist in the determination of sustainable oyster carrying capacity levels in oyster cultivation areas.

Stocking density varies widely between estuaries, method of cultivation and individual farmer preference. Estuary stocking levels are controlled to a large extent by lease stocking density decisions made by individual farmers. White (2002) estimated that, on average, over the period 1968/69 to 2000/01 the annual yield for NSW oyster aquaculture leases for human consumption was 1.3 tonnes/ha. Ogburn (2011) used 2003/04 production data (for human consumption) and estimated that the average yield was closer to 3.125 tonnes/ha taking into consideration that approximately 50% of lease area was fallow or uncultivated. Taking into consideration that it takes 3 to 4 years to grow an oyster, stocking densities tend to vary between less than 6.25 tonnes/ha for some stick growing areas to over 37.5 tonnes/ha in prime fattening areas.

Experienced oyster farmers can estimate local carrying capacities based on previous production and environmental conditions. It is acknowledged however, that because oyster farmers rely on a common food resource, a conflict between individual interests and the common good may develop. NSW DPI can prepare stock management plans to manage this issue, for estuaries or parts of estuaries, at the request of the local oyster industry. These plans would be prepared in consultation with all affected parties and would be given effect under the *Fisheries Management Act, 1994*.

The following stocking densities can be used as a guide for an average NSW oyster producing estuary:

- The minimum distance between tray or single layer non-cement coated stick cultivation is 8 metres;
- The minimum distance between multiple layer or cement coated stick cultivation is 16 metres;
- The maximum length of single strand of supported baskets/tumblers or floating cultivation on a lease is 2.5 km per ha of lease; and,
- The maximum area of raft cultivation on a lease is 540 square metres of raft per ha of lease.

6.6. Seagrass protection

All seagrasses provide habitat for fish and other aquatic fauna, help to reduce erosion and improve water quality, and are a source of food for fish and other aquatic fauna. Of the six NSW species of seagrass *Posidonia australis* is particularly susceptible to impacts from human activity because it has a limited distribution and once disturbed is slow to recover.

Oyster aquaculture that is over or may potentially shade seagrass should:

- regularly maintain the lease area to keep broken rails and fallen culture infrastructure off the bottom.
- ensure outboard motors are trimmed as necessary to avoid the propeller cutting seagrass fronds
- report significant changes in seagrass coverage to NSW DPI
- use supported baskets/tumblers, floating cultivation, single layer stick cultivation, or other methods that minimise shading.

Multiple layer stick cultivation, tray cultivation, shade cloth and any other materials or culture methods that would unduly shade a *Posidonia* bed are not recommended.

New oyster aquaculture leases that are not in a POAA will not be approved over *Posidonia sp* or *Zostera spp* seagrass beds.

6.7. Threatened species protection

- Take all possible care to avoid hitting turtles with boats or propellers.
- Do not discard any debris into the estuary or adjacent lands.
- Ensure all ropes and mooring lines are taut and design floating cultivation to prevent entanglement.
- Participate in the protected, threatened and pest species sighting program to improve knowledge of the distribution and abundance of the species.
- Become familiar in how to identify threatened estuarine species for example, Green Sawfish, Little Tern, Osprey, Pied Oyster Catcher, Sooty Oyster Catcher and Turtles.
- Take care not to disturb potential nest tree sites or nests on oyster aquaculture leases.
- Take care not to disturb known or potential habitats adjacent to oyster aquaculture areas, for example, Little Tern, Osprey, Pied Oyster Catcher and Sooty Oyster Catcher.

6.8. Hours of operation

The hours on which oyster aquaculture leases can be worked are restricted by tides and weather conditions. Therefore it is important that routine stock handling operations and emergency lease and marking repairs can be conducted at all times.

The hours of operation for routine, well managed, stock handling operations, harvest and emergency lease and marking repairs are not restricted. These activities include:

- Harvest,
- Washing,
- Grading,
- Stocking and de-stocking a lease,
- Marking, and
- Emergency lease and marking repairs.

However, within 200 m of private residences programmed lease construction and unduly noisy operations should only be conducted on oyster aquaculture leases during the period from 7:00 am to 6:00 pm Monday to Friday. Emergency repairs and emergency stock management operations are exempt from this restriction.

6.9. Noise

Oyster farmers operate in an extremely variable noise climate. Background noise varies with wind and wave action and the noise from other boats and shore based activities. Noise propagation varies depending on the climatic conditions and the distance to the activity. The sensitivity of receivers also varies depending on the time of day and the perceptions and attitudes of individual receivers.

Oyster farming is not known as a noisy activity and has not, historically, been the source of serious noise problems. The main routine noise sources, outboard motors and on-board equipment (winches and pumps) are generally less noisy than recreational power-boats and many other waterway activities. As the industry switches to modern four stroke and fuel injected two stroke motors, the noise levels of outboard motors and on-board equipment has dropped significantly. These modern engines also have reduced exhaust gas emissions.

The *Protection of the Environment Operations Act 1997* and the *Protection of the Environment Operations (Noise Control) Regulation 2008* are the primary legislative means of controlling noise on NSW waterways. Roads and Maritime Services (RMS) is the main agency responsible for noise from vessels and may issue regulatory notices and directions under the Act and penalty notices under the Act and Regulation. Police and council officers may also issue directions and penalty notices.

Where it is determined ongoing offensive noise is occurring, RMS will help to find a compromise between being able to conduct legitimate activities that may emit noise and the responsibility to minimise noise. A regulatory notice issued by RMS may require, for example, that certain equipment no longer be used, that the equipment be modified or that the equipment only be used at certain times of the day.

There is a general expectation that whoever is creating offensive noise should implement all feasible and reasonable measures to control it. Guidance on determining offensive noise can be found in Part 2 of the EPA's Noise Guide for Local Government available at: <http://www.epa.nsw.gov.au/noise/nglg.htm>

Industry best practice for noise management includes:

- Using only four-stroke or fuel injected two stroke outboard motors or other boat motors that enable the vessel to operate without causing offensive noise;
- Reducing boat speed near sensitive receivers;
- Keeping all on-board motors in good repair with appropriate mufflers fitted;
- Aiming to develop amicable relations with residential neighbours and have regular contact so that potential problems can be identified and resolved at an early stage;
- Acknowledging complaints and aiming to resolve them co-operatively;
- Complying with any direction of a RMS authorised officer; and
- Using courteous language in the vicinity of other waterway users and residential neighbours.

6.10. Washing oysters

Washing oysters is undertaken to control parasitic mud worm infection, to cool oysters in very hot conditions and to meet food safety standards. The material washed from oysters is fine silt that settles from the water column and marine bio-fouling organisms.

Washing is undertaken by pumping water from the estuary through sprays and nozzles and returning this water to the estuary. Stock and infrastructure is either returned to a land base for washing or washed in-situ on an oyster aquaculture lease.

In-situ washing must be:

- Undertaken using equipment kept in good repair with mufflers attached to all motors;
- Undertaken to keep noise to a minimum;
- Managed and undertaken to minimise any adverse effects on water quality.

6.11. Dredging and reclamation

Reclamation and dredging to maintain adequate water depth by oyster farmers is not a routine oyster aquaculture activity and may only be undertaken with development consent. Other approvals may also be required including a permit under Part 7 of the *Fisheries Management Act, 1994*.

6.12. Platforms and sheds

New work platforms, culling sheds and structures for the storage of un-used culture materials (i.e. depot sticks and trays) will not be approved on oyster aquaculture leases.

A future review of existing platform and shed structures on oyster aquaculture leases will be undertaken in conjunction with the Crown Lands Division, to verify approval status, condition and tenure.

6.13. Pest and disease control

NSW DPI Aquatic Biosecurity unit prepares and implements control measures for aquatic pest and disease management.

Where there has been a significant level of oyster mortality or there is suspicion oysters are potentially being affected by a disease/organism the local District Fisheries Office must be notified immediately.

Four aquatic pest and disease issues are of particular relevance to the NSW oyster industry, namely *Caulerpa*, POMS, QX disease and Pacific Oysters. NSW DPI has developed a NSW Control Plan for *Caulerpa* and implements restrictions to reduce the risks of translocation of QX disease, POMS and the noxious Pacific Oyster through inter-estuarine shipments of oysters.

Make 'clean' part of your routine

NSW DPI Primefact No. 1290, (Biosecurity NSW, 2013) outlines how to routinely minimise the chance of spreading aquatic pests and diseases on boats and marine equipment. More stringent measures are also in place for the oyster industry for moving oysters and infrastructure from POMS, QX disease and Pacific Oyster affected estuaries. For more information see <http://www.dpi.nsw.gov.au/fisheries/pests-diseases/animal-health>. The main points from Primefact No. 1290 are:

When arriving at a waterway:

- Check your equipment is clean and remove any visible oysters/sediment/biofouling before entering the water.
- Avoid boating, swimming and diving near known populations of introduced pests (such as *Caulerpa taxifolia*).

When departing a waterway:

- Use fresh, clean water to flush outboard motors, trailers, vehicles and equipment. Commercial car wash facilities provide high pressure sprayers and are a good option.
- Ensure that all visible debris and biological material is removed – dispose of all waste collected during cleaning in general waste.
- Pay particular attention to areas where biological material tends to accumulate such as wheel arches, boots and fishing tackle.
- Drain all water from trailer-boats prior to leaving a location - ensure waste water does not return to any other NSW waterway.
- To the best extent possible, all washed items should be allowed to completely air dry before being used at a new location.

Caulerpa

Caulerpa taxifolia (Caulerpa) is a fast growing marine alga naturally distributed throughout tropical regions of the Indo-Pacific. Listed as a Class 1 noxious species in NSW, Caulerpa is capable of spreading quickly and outcompeting native aquatic flora, and can impact fish and other aquatic fauna. The 'NSW Control plan for the noxious marine alga *Caulerpa taxifolia*' exists to manage the risks and impacts of Caulerpa. Best practice for Caulerpa control includes:

- Abide by any special permit or lease conditions relating to Caulerpa in NSW waters.
- Avoid boating near known populations of Caulerpa. Propellers cut the plant into many fragments that can drift into areas and easily establish into new outbreaks.
- Inspect and clean propellers, anchors, ropes and chains before leaving an affected area.
- Inspect and clean trays and other infrastructure prior to movement out of a Caulerpa affected area. Fisheries Offices may inspect movements according permit conditions.
- Collect fragments of Caulerpa and seal the pieces in a plastic bag and dispose of them in a bin where they can not re-enter a waterway.
- Report new sightings of Caulerpa to Aquatic Biosecurity on the 24hr Pest and Disease Reporting Hotline on (02) 4916 3877 or email aquatic.pests@dpi.nsw.gov.au.

QX disease

QX disease (caused by *Marteilia sydneyi*) is a declared disease under Schedule 6B of the *Fisheries Management Act, 1994*. QX disease is known to affect the Sydney Rock Oyster (*Saccostrea glomerata*) and is capable of causing significant impacts and losses of this species. To prevent the spread of QX throughout NSW the movement of oysters from high risk estuaries to lower risk estuaries is prohibited in NSW by the provisions of the Section 8 Fishing Closure QX Disease.

Pacific Oyster Mortality Syndrome

Oyster farmers in the Hawkesbury River reported significant mortality of Pacific Oysters at Mullet Creek in late January 2013. Previously, in late November 2010 oyster farmers in the Georges River, Botany Bay, reported to NSW DPI that they had experienced a large mortality event in their Pacific Oyster crop and also noted that wild Pacific Oysters had died too. There were reports of wild Pacific Oysters dying in the upper reaches of Port Jackson in late February 2011. Investigations have confirmed that the mortality has been caused by the virus responsible for Pacific Oyster Mortality Syndrome (POMS). Sydney Rock Oysters are not affected by this virus.

There is a total ban on the movement of oysters from the Hawkesbury River, Brisbane Waters, Georges River, Botany Bay and Port Jackson to any other unaffected estuary in NSW and

movement controls are in place regarding the movement of oyster farming infrastructure and equipment from these estuaries.

Educational material is being developed to help boat owners better understand the risks of boating movement, and translocation of fouling organisms and bilge water from Hawkesbury River, Botany Bay and Port Jackson to other waterways.

NSW DPI is undertaking research into the infectivity mechanisms of this disease and is working closely with other research groups to better understand the mechanisms for the spread and management of this disease.

Pacific Oyster control

The Pacific Oyster (*Crassostrea gigas*) is declared a Class 2 Noxious Fish under the *Fisheries Management Act, 1994* in all NSW waters except Port Stephens.

The relevant Pacific Oyster management requirements must be complied with when moving oysters between estuaries in NSW to prevent translocation of this aquatic pest.

Oyster shipment zones

NSW oyster estuaries have been split into estuary groups based on the prevalence of QX disease and the Pacific Oyster. There are restrictions on sending oysters between different groups because of risk of translocation of disease (QX, POMS) and/or Pacific Oysters to other estuaries. All movements of oysters between estuaries must be recorded in an Oyster Shipment Log Book. No oysters may be removed from a lease subject to a noxious fish order, and placed on any other lease, unless the oysters are first inspected by a fisheries officer and comply with the Pacific Oyster management requirements.

Oyster shipment log book and IVR

All shipments of oysters (except those being moved within the one estuary or those being harvested directly for human consumption) MUST have shipment details recorded in the permit holders Oyster Shipment Logbook or the interactive voice record system (IVR) prior to shipping.

Fisheries Officers must be given notification of high risk shipments not less than 48 hours and not more than 2 weeks prior to the movement. For low risk shipments the notification must be given not less than 2 hours and not more than 2 weeks prior to the movement.

The original copy of the Oyster Shipment Logbook sheet or a note of the IVR number must accompany the shipment of oysters to another estuary. This copy must be kept by the receiving permit holder.

Copies of all completed logbook forms must be sent monthly to NSW DPI Aquaculture Management.

Inspections of shipments can be conducted by Fisheries Officers at any time and may include inspection of the logbook. In certain circumstances an inspection may be compulsory.

Where the correct procedures have not been followed Fisheries Officers can detain and/or seize the shipment.

6.14. Theft of oysters and damage to oyster aquaculture leases

All thefts should be reported to local police for investigation in the first instance.

NSW DPI local fisheries officers should then be informed so that patrols can observe any suspicious activity and liaise with the police and farmers to reduce further theft.

The oyster aquaculture lease/permit holder owns all oysters cultivated on the lease area. It is an offence under the *Crimes Act, 1900* to steal oysters and under the *Fisheries Management Act, 1994* to remove oysters or other cultivated species.

It is also an offence under the *Fisheries Management Act, 1994* to interfere with aquaculture infrastructure on an oyster aquaculture lease without the consent of the lessee.

Reports of illegal or suspicious activity should be made to your local Police Station or Crime Stoppers (1800 333 000) and your local NSW DPI Fisheries Office.

Oyster theft will not be tolerated

In January 2011, a 44 year old Forster man was arrested after stealing six dozen oysters from oyster racks in Wallis Lake. The man was brought before Forster court in front of magistrate Shaughan McCosker who said in sentencing, “a clear message needed to be conveyed to the community that oyster theft will not be tolerated”. He told the court that oyster farmers were sick of oyster theft and the cost to their businesses. The thief was sentenced to ten months gaol with an eight month non-parole period. He was also fined \$2,000 and \$96 court costs.

In February 2011, a 38 year old Taree man was arrested after stealing twenty dozen oysters from leases in the Manning River. The thief was fined \$900 and given an 18 month good behaviour bond in Taree local court. This financial year Fisheries and Police Officers have jointly conducted 17 “Operation Trident” operations mainly during peak holiday periods over Christmas and Easter to detect oyster theft along the NSW coast.

41 NSW Department of Primary Industries, January 2016

Chapter 7 Lease Marking

This Chapter is an Aquaculture Industry Development Plan for the purposes of Division 7 Marking of leased areas, boat channels and access ways of the *Fisheries Management (Aquaculture) Regulation 2012*.

Lease marking is required for safe navigation, to establish the use of the area for oyster aquaculture and to clearly identify individual oyster aquaculture leases.

Compliance with lease marking requirements is mandatory.

Marking with lease corner and intermediate posts is the default standard unless:

- an exceptional circumstances approval to mark contrary to these standards is granted, or
- the special marking provisions for dredge or foreshore leases apply.

7.1. Marking standards 'common' to all leases

7.1.1. Marker post materials

All oyster aquaculture lease marker posts must:

- Be constructed of materials that are long lasting, pose no risk of significant environmental harm, be recyclable and made from renewable resources and/or recycled materials;
- Be white in colour above the low water mark; and
- Not be constructed of steel or materials that will corrode rapidly.

7.1.2. Marker post maintenance and repair

- All aquaculture lease culture infrastructure must be kept separate from lease marker and intermediate marker posts.
- All oyster aquaculture lease markers must be kept in good condition and be free of unsound or unsafe materials.

7.1.3. Lease corner marker posts

An oyster aquaculture lease corner marker post is required at each point on the lease where there is a change in heading of the boundary of more than 20 degrees or the boundary point is shared with one or more adjacent oyster aquaculture leases. An oyster aquaculture lease corner post must:

- Have an approved NSW DPI oyster aquaculture lease sign attached at least 1 metre above the high-water mark;
- Have a minimum diameter or diagonal width of,
 - 90 millimetres where the post is constructed wholly of white plastic with internal timber reinforcing (minimum diagonal width of 80mm), or
 - 150 millimetres where the post is constructed wholly of timber;
- Be firmly placed;
- Be equal in height to adjacent intermediate posts and evenly spaced;
- Appear to be square to the water surface to the casual observer;
- Be white in colour above the low water mark;
- Have between 1.25 metres and 1.5 metres showing above high-water mark (spring tides); and
- Not be used to support oyster culture infrastructure

7.1.4. Intermediate lease marker posts

An intermediate oyster aquaculture lease marker post marks the boundary of a lease between two lease corner posts. Intermediate oyster aquaculture lease marker posts must:

- Have a minimum diameter or diagonal width of,
 - 75 millimetres, where the post is constructed wholly of white plastic with internal timber reinforcing (minimum diagonal width of 70 millimetres), or
 - 100 millimetres, where the post is constructed wholly of timber;
- Be firmly placed;
- Be equal in height to adjacent intermediate posts and evenly spaced;
- Appear to be square to the water surface to the casual observer;
- Be white in colour above the low water mark;
- Have between 1.25 metres and 1.5 metres showing above high-water mark (spring tides); and
- Not be used to support oyster culture infrastructure

7.1.5. Intermediate lease marker post spacing

The oyster aquaculture maps categorise the water adjacent to each oyster aquaculture lease boundary using Categories 1, 2, 3 and 4. The requirements for intermediate lease marker post spacing are given in Table 1.

Table 7: Intermediate lease marker post spacing.

Marking Category	Description	Minimum intermediate post spacing
1	High level of boating activity – i.e. adjacent to main navigation channels, ways of access, and recreational areas.	10 metres
2	Medium level boating activity.	25 metres
3	Low use areas and foreshore boundaries with public access.	50 metres
4	Minimal use areas with boundaries adjoining other oyster aquaculture leases and minimal use/limited access foreshores such as bushland.	100 metres
SPECIAL	Dredge leases and other exceptional circumstances.	As directed

7.1.6. Oyster aquaculture lease signs

An oyster aquaculture lease sign must be attached to each lease corner post. The oyster aquaculture lease sign must be a sign provided by a NSW DPI approved supplier or a sign that meets the specifications prescribed in Table 2.

Table 8: Oyster aquaculture lease sign specifications

		Diamond Square	Vertical Rectangle
Sign specifications	Size	300mm x 300mm	100mm x 550mm
	Material	Marine Grade UV Stable	Marine Grade UV Stable
	Finish	Rounded corners	Rounded corners
	Colour	White	White
Lettering	Minimum Character size	60mm high x 25mm wide	60mm high x 25mm wide
	Colour	Black (UV Stable)	Black (UV Stable)
	Wording	Oyster Farm	
	Numbering	Lease number	Lease number

Format



7.1.7. Navigation aids

Navigation aids (e.g. directional arrows, port and starboard colours and/or visual marks) must not be placed on any oyster aquaculture lease or oyster aquaculture lease boundary without prior consultation and written approval of the local Roads and Maritime Service, Boating Services Officer.

NSW Roads and Maritime Services may require the installation or removal of navigation aids in some circumstances and will advise leaseholders in writing of any such requirements.

7.2. Special marking standards

7.2.1. Dredge bed oyster aquaculture leases

The following additional marking requirements apply to all dredge bed oyster aquaculture leases:

- Where oyster dredge beds are entirely below the Mean Low Water Mark and the depth of water precludes the placement of posts, NSW DPI may consider a written request for exemption from normal marking requirements;
- The oyster dredge lease must be marked on the shore, directly adjacent to the lease boundary and the mark must be clearly visible from the water and land; and

- The shoreline mark must have an approved NSW DPI oyster aquaculture lease sign attached at least 1 metre above the high-water mark.

7.2.2. Foreshore oyster aquaculture leases

The following additional marking requirements apply to all foreshore oyster aquaculture leases:

- Foreshore leases, being natural rock or break-walls where no cultivation infrastructure has been placed on the lease area are to be marked on the shore, directly adjacent to the lease boundary and the mark must be clearly visible from the water and land;
- The shoreline mark must have an approved NSW DPI oyster aquaculture lease sign attached at least 1m above the high-water mark; and
- No sign may be installed on a National Park or Nature Reserve without approval from the National Parks and Wildlife Service.

7.3. Approval to mark contrary to these standards

Division 7 of the Fisheries Management (Aquaculture) Regulation 2012 provides for the Minister or a Fisheries Officer to direct a lessee to mark an oyster aquaculture lease contrary to the standards given in this Chapter if these standards are impractical. These directions must be given in writing.

7.3.1. Fisheries Officer approval of reduced marking

- NSW DPI Fisheries Officers may approve in writing for a lease to be not marked at all if the lease is completely free of all cultivation material.
- NSW DPI Fisheries Officers may approve in writing marking only a used section of a lease where only a small portion of a very large lease is cultivated, for example on long narrow leases close the shore.

7.3.2. Aquaculture Administration approval to use raft markers

NSW DPI Aquaculture Administration may approve in writing for lease markers to be placed on raft cultivation in exceptional circumstances where it is unreasonable for the lessee to install marker posts due to water depth or substrate conditions.

Applications must be made using a Lease/Permit variation form.

The following additional marking requirements apply to all oyster aquaculture leases approved for raft markers:

- At each corner of a raft that adjoins a navigational channel, a vertical post must be fitted that,
 - is of a minimum height of 0.7 metres above the waterline,
 - has attached near the top, two flat white panels (attached at 90 degrees to one another) each of a dimension of 300 mm x 300 mm when sighted from any horizontal position,
 - has post and fixture painted white,
 - has reflectors fitted if required by Roads and Maritime Services; and
- At the end of a raft located closest to each corner of the oyster aquaculture lease, a lease sign must be fixed (between 1.25 metres and 1.5 metres showing above high-water mark),
 - such signs may form part of the corner marks of the raft,
 - may substitute for a 'common' oyster aquaculture lease corner post and sign.
- The raft must be substantially white in colour on the end, or any side, that adjoins a navigational channel.

Note: Only the raft that adjoins a navigational channel must be marked as described above. Any other raft on the lease must meet the Chapter 8 Lease Tidiness standards and be substantially black, dark grey or dark grey/green in colour.

7.3.3. Aquaculture Administration approval to use floating markers

NSW DPI Aquaculture Administration may approve in writing for a lease, or for sections of a lease, to be marked with floating markers where it is unreasonable for the lessee to install marker posts due to water depth or substrate conditions.

Applications must be made using a Lease/Permit variation form.

7.3.4. Standards for floating marks

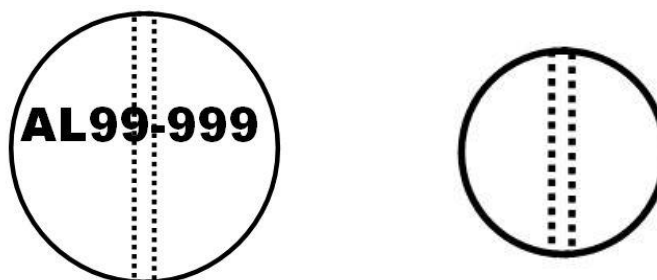
The specifications for floating lease marks are prescribed in Table 9.

Floating marks must be securely attached to an anchor appropriate to the prevailing conditions with nylon rope with a minimum diameter of 10mm. To minimise the entanglement risk to marine mammals the minimum possible amount of rope must be used and the float rope must be counterweighted near the bottom to ensure that the rope remains vertically taught throughout the tidal cycle.

Table 9: Floating lease boundary marks

		Corner Mark	Intermediate Mark
Float specifications	Size	Minimum 200mm Maximum 400mm	Minimum 90mm Maximum 200mm
	Material	Polystyrene or Plastic	Polystyrene or Plastic
	Finish	Round	Round
	Colour	White	White
Lettering	Minimum Character size	60mm high x 25mm wide	
	Colour	Black (UV Stable)	
	Numbering	Lease number	

Format



7.4. Lease marking compliance

If an oyster aquaculture lease does not comply with the relevant lease marking standards specified in this strategy the lessee will be issued a notice to ensure that the markings comply in accordance with Clause 51(1) of the *Fisheries Management (Aquaculture) Regulation 2012*.

A Clause 51(1) Notice will give not less than 7 days from the date of issue to bring the oyster aquaculture lease marking into compliance with the standards specified in the strategy.

Clause 51(2) provides for a Fisheries Officer to complete the work if the lessee fails to comply with a Clause 51(1) Notice. The cost of this work can be recovered from the lessee under Clause 51(3).

A Penalty Notice may be issued for failure to maintain lease markings.

Chapter 8 Lease Tidiness

Aquaculture Lease Tidiness standards aim to:

- Reduce the likelihood of the lease maintenance burden becoming overwhelming;
- Reduce lease abandonment and potential expenditure of lease security trust funds; and
- Reduce adverse visual, amenity and safety impacts consistent with the oyster industry's **estuarine stewardship** responsibilities.

For the purpose of s.162 of the *Fisheries Management Act 1994* (the "Act"), 'tidy' is defined as being in accordance with these tidy standards. Nothing in these standards stifles any innovation that achieves an even higher standard of performance.

8.1. Tidy standards 'common' to all leases

The following aquaculture lease tidiness standards apply to all aquaculture lease areas.

8.1.1. Colour

To create visual harmony and compatibility, aquaculture lease infrastructure must be:

- Substantially black, dark grey or dark grey/green in colour;
- Consistent in colour;

Note: white culture infrastructure is prohibited in order to reduce visual amenity impacts and to prevent confusion with marker posts. However, white posts are permissible if the cultivation (baskets, tumblers, trays) substantially hides or obscures the posts at low tide.

8.1.2. Shape and design

To create visual harmony and compatibility, aquaculture lease infrastructure must be:

- Consistent in shape and design;
- Consistent and low in height and appear square to the water surface to the casual observer;
- Consistent in line and direction and constructed to appear straight and level to the casual observer;
- Consistent with the scale of the surroundings; and
- Matt finish texture.

Note: If possible, leases that are within the same visual catchment should use the same types of cultivation equipment, same spacing and alignment as this creates uniformity.

8.1.3. Materials and Construction

- All aquaculture lease culture infrastructure must be kept separate from lease marker and intermediate marker posts.
- All aquaculture lease infrastructure must be installed so that it is kept wholly within the lease boundary at all times, including floating infrastructure, rafts, moorings, anchors and ropes.
- All oyster aquaculture lease infrastructure must be constructed of materials that are long lasting, pose no risk of significant environmental harm, be recyclable and made from renewable resources and/or recycled materials.
- All oyster aquaculture leases must be kept free of these prohibited materials:

- conveyor belting – no new installation after June 30 2016, unserviceable conveyor belting must be removed from the lease area and cannot be replaced;
- vertically hung netting;
- glass;
- steel, steel star pickets and corrugated iron;
- tiles and bricks; and
- tyres.

8.1.4. Overcatch

- Overcatch and marine biofouling must be removed if it threatens the structural integrity of the lease infrastructure or any marker post.

8.1.5. Maintenance and Repair

- All aquaculture lease culture infrastructure must be kept separate from lease marker and intermediate marker posts.
- All aquaculture lease infrastructure must be maintained so that is kept wholly within the lease boundary at all times, including floating infrastructure, rafts, moorings, anchors and ropes.
- All oyster aquaculture leases must be kept in good condition and be free of unsound or unsafe materials.
- Any fallen, damaged or unserviceable materials or infrastructure must be repaired or removed as soon as tides, weather and normal work schedules permit or in accordance with a Section 162(2) Notice or Workplan issued by a Fisheries Officer.
- All oyster aquaculture leases must be kept free of waste or un-used cultivation materials.
- Overcatch and marine biofouling must be removed if it threatens to the structural integrity of the lease infrastructure.

8.1.6. Punt and boat mooring

- Punts and boats must not be permanently moored on an oyster aquaculture lease.
- Punts and boats not removed from the water daily must be moored at work sheds, private jetties or on NSW RMS registered moorings.

8.1.7. Waste management

- Reduce, re-use and recycle waste materials where possible.
- No waste is to be deposited on aquaculture lease areas.
- All lease infrastructure removed from a lease must be returned to shore for processing or disposal
- All wastes from culling activities conducted on leases must be returned to shore for processing or disposal.
- Bio-fouling on the lease superstructure (post, rail etc) should be collected and returned to shore for processing or disposal.
- Residual materials that cannot be re-used or recycled must be disposed of to an approved waste management facility.

8.1.8. Fallow leases

- Leases may be left fallow for up to five years. Longer fallow periods are permitted if identified in an approved commercial farm development plan or with the prior written approval of NSW DPI.
- Only sound posts and rail may remain on fallow leases. All rafts trays, sticks, supported baskets/tumblers and floatation must be removed.
- Lease marking must be maintained during the fallow period.
- Rails and posts must be maintained in good order during the fallow period.

8.2. Special tidy standards

8.2.1. Catching slats

- White plastic catching slats are permitted.

8.2.2. Raft cultivation

- Rafts must be constructed of materials that are long lasting in the marine environment and pose no risk of significant environmental harm.
- Rafts must be constructed with marine grade fastening systems.
- Rafts must not be used to store waste, infrastructure or materials.
- Plastic drums and floats must be adequately secured at all times and replaced if broken or leaking.
- Rafts must be low in height and must be designed and constructed to float horizontally to the water surface.
- The use of steel or concrete is prohibited.
- Rafts must be constructed of either aluminium or good quality structural grade hardwood, or equivalent.
- Only plastic drums sourced from a licensed drum recycling company may be used for oyster raft flotation.
- Black coloured floatation is preferred but blue flotation drums are permitted.
- Small sized securely fixed tyres may be used for raft buffers.

8.2.3. Floating cultivation

- Any surface float used to support floating cultivation must not be greater than a 400mm diameter sphere or equivalent volume of 33.5 litres.
- Horizontal white floatation (for example white pipe) are only permitted in Wallis Lake and the Manning River as an historical stick cultivation method but are not approved for floating basket cultivation in any other estuary.
- Horizontal white floats (for example white pipe) must not be bundled for storage on a lease area when not being used.
- Small sized, securely fixed tyres may be used for floating cultivation post collars.

8.2.4. Wave barrier fencing

- Wave barrier fences can only be constructed on leases approved and endorsed by NSW DPI for these structures.

- Must not unreasonably restrict ways of access to other leases, or to other public waters.
- Must not obstruct access to an intertidal shoreline.
- May incorporate lease corner marks and intermediate markers.
- Floating fences must not extend more than 50cm above or below the water surface and must be fixed such that they do not drift or extend beyond the boundaries of the lease.
- Fixed (not floating) fences must not extend above Mean High Water Mark and where possible, fences should not extend more than 50 cm above the highest level of cultivation materials and must not extend more than 20cm below the lowest level of cultivation.

8.2.5. Spray Irrigation

- Spray irrigation can only be constructed on leases approved and endorsed by NSW DPI for these structures.
- All reasonable care must be taken to ensure that irrigation pumps do not pollute the marine environment.

8.3. Maintenance Schedule

As a guide, the following lease maintenance schedule is recommended.

MATERIAL	MAINTENANCE
Lease superstructure – marker posts, cultivation posts and rails.	Routine once every 12 months Repair at any time if it has collapsed, is in danger of imminent collapse or if a marker post or sign is missing
Catching material or depot blocks	Routine once every 12 months Repair at any time if it has collapsed or is in danger of imminent collapse Must not remain continuously on a lease for more than two years before being stripped or nailed out
Stick Cultivation	Routine once every 12 months Repair at any time if it has collapsed or is in danger of imminent collapse Must not remain continuously on a lease for more than three years after being nailed out
Baskets Trays Cylinders	Routine once every 12 months Repair at any time if it has collapsed or is in danger of imminent collapse
Rafts	Routine once every 12 months Repair at any time if it has failed or in danger of imminent failure: <ul style="list-style-type: none"> • raft timbers and metal fixings, moorings, ropes, attachments and anchors;

- location within the lease boundary;
- floatation devices for abrasion, cracks, general damage or leaks; and
- signs, markers and navigation aids.

8.4. Lease tidy Compliance

If an oyster aquaculture lease does not comply with the relevant lease tidy standards specified in this strategy the relevant permit holder will be issued a notice to achieve compliance in accordance with Section 162(2) of the *Fisheries Management Act 1994*.

A Section 162(2) Notice will specify a timeframe of between 30 and 120 days from the date of issue to bring the oyster aquaculture lease into compliance with the tidy standards specified in the strategy.

The time allowed to bring leases into compliance with tidy standards may be shorter if the issue requires more immediate attention to reduce risks to navigation, environmental damage or serious public nuisance.

In accordance with Section 162(3) failure to comply with such a notice is taken as a contravention of a condition of the aquaculture permit.

Growers may negotiate a workplan with the Local Fisheries Office to extend timeframes up to a maximum of 3 years. The Local Fisheries Officers will exercise their discretion to extend timeframes on a case by case basis.

Sections 162 (4)-(7) provides for the Minister to complete the work if the permit holder fails to comply with a Section 162(3) notice and to recover costs.

A Penalty Notice may be issued for contravention of an aquaculture permit condition in relation to maintaining a lease in a tidy condition.

8.5. Decommissioning oyster aquaculture leases

Leases that are expired, cancelled or surrendered must be completely cleared of all cultivation materials, stock, equipment, wave barrier fences and marker posts before the lessee is discharged from legal responsibility for the area (*Section 171 Fisheries Management Act 1994*).

The removal of rock cultivation will only be ordered if it poses serious navigation, amenity or safety risk and can be removed without causing significant net environmental harm. Rock cultivation may only be removed with the approval of NSW DPI.

A Section 171(3) notice will specify a timeframe of between 30 and 180 days from the date of issue to completely clear the oyster aquaculture lease.

The time allowed to clear the lease may be shorter if the issue requires more immediate attention to reduce risks to navigation, environmental damage or serious public nuisance.

Sections 171 (4)-(5) provides for the Minister to complete the work if the former lessee fails to comply with a Section 171(3) notice and to recover costs from the former lessee. This entails advertising for a contractor to undertake works, clearing the area and creating a debt. Where a former lessee does not pay off the debt, debt collectors are engaged. Where the debt is deemed irrecoverable, the debt will be covered by the Lease Security Trust.

A Penalty Notice may be issued for failure to comply with a Section 171(3) notice.

Chapter 9 Planning and Approvals

9.1. Approval of new oyster aquaculture leases

NSW DPI Aquaculture Administration should be contacted for current advice and information BEFORE any formal application is made to lease any area for oyster farming.

New applicants should consult the Oyster Aquaculture maps and determine if the area they wish to apply for is in a POAA, a National Park or a Marine Park. Different assessment and approval processes apply to each of these areas as detailed below.

9.1.1. New lease in a POAA.

1. An application for a new lease in a POAA must be submitted on the prescribed NSW DPI form.
2. NSW DPI will make an assessment in accordance with s.111 of the *Environmental Planning and Assessment Act, 1979* to determine if the area is available for leasing.
3. If available, the lease will be offered by competitive process or by application in accordance with the Oyster aquaculture lease Allocation Policy O-071.
4. The new lease will be gazetted by NSW DPI if approval is granted.

9.1.2. New lease in a POAA in a Marine Park

1. An application for a new lease in a POAA in a Marine Park must be submitted on the prescribed NSW DPI form.
2. NSW DPI will consult with the relevant Marine Park Manager.
3. NSW DPI will make an assessment in accordance with s.111 of the *Environmental Planning and Assessment Act, 1979* and the *Marine Parks Act, 1997* to determine if the area is available for leasing.
4. If available, the lease will be offered by competitive process or by application in accordance with the Oyster aquaculture lease Allocation Policy O-071.
5. The new lease will be gazetted by NSW DPI if approval is granted.

9.1.3. New lease NOT in a POAA

1. An application for a new lease outside a POAA must be accompanied by:
2. a suitability assessment using the assessment criteria given in Table 5, AND
3. a Review of Environmental Factors that addresses the potential environmental impacts of the proposed new lease.
4. NSW DPI will liaise with NSW Maritime and the Marine Estate Management Authority if required and make a preliminary assessment of the application and determine if the area appears to be available for leasing.
5. If available, the lease will be offered by competitive process or by application in accordance with the Oyster aquaculture lease Allocation Policy O-071.
6. The preferred applicant will prepare and submit a development application to the relevant local council for assessment under Part 4 of the *Environmental Planning and Assessment Act, 1979*. The development application will need to be supported by a Statement of Environmental Effects, or for designated development an Environmental Impact Statement. A Species Impact Statement is required if a threatened species is likely to be significantly affected.

7. The Development Application must be signed by the Crown Lands Division as land owner before it can be submitted to Council. Owners consent can be given at a local Crown Lands Division office or by posting a request to:

Crown Lands Division

PO Box 2215

Dangar 2309

T: 1300 886 235 (Australia wide)

E: enquiries@lands.nsw.gov.au

W: www.crownland.nsw.gov.au

For Crown Lands Division to provide owners consent it needs:

- the original Development Application form,
 - the fee,
 - the Statement of environmental effects submitted to NSW DPI with the lease application, and
 - a copy of the letter from NSW DPI supporting the application.
8. If the proposed lease area is in a Marine Park and the consent authority intends to grant consent to the lease, the concurrence of the relevant Ministers will be sought.
 9. The new lease will be gazetted by NSW DPI if consent, and concurrence if required, are granted.

9.1.4. New lease in the National Park estate

1. An application for a new lease in the National Park estate must be accompanied by
 - a. a suitability assessment using the assessment criteria given in Table 5, and
 - b. a Review of Environmental Factors that addresses the potential environmental impacts of the proposed new lease, the consistency of the activity with any management plan for the area and an assessment of the impact the activity may have on the National Park area. An Environmental Impact Statement is required if the proposed new lease is likely to significantly affect the environment.
2. NSW DPI will liaise with NSW Maritime and the National Parks and Wildlife Service and will make a preliminary assessment of the application and determine if the area appears to be available for leasing.
3. NSW DPI will advertise for objections if the area is potentially available.
4. NSW DPI will consider any objections and assess the application in accordance with s.111 of the *Environmental Planning and Assessment Act, 1979* to determine if the area is available for leasing.
5. If available, the lease will be offered by competitive process or by application in accordance with the Oyster aquaculture lease Allocation Policy O-071.
6. The written concurrence of the Minister for Environment will be sought if NSW DPI approves the lease.
7. The new lease will be gazetted by NSW DPI if approved and the written concurrence of the Minister for Environment has been granted.

9.2. Competitive allocation of new lease areas

Under Oyster aquaculture lease Allocation Policy O-071 the default allocation process for all new oyster aquaculture lease applications is by competitive public tender. This policy ensures transparent equal opportunity and maximizes the return to the State from the allocation of this public resource to a private/commercial use.

There are four general exemptions from the mandatory tender policy. These are: to protect intellectual property; to allow current lessees to make minor boundary modifications; to provide an incentive to applicants to clean-up historical derelict lease area where there is a significant State liability; and, if it is in the public interest. These exemptions are detailed in Oyster aquaculture lease Allocation Policy O-071.

The new lease assessment and allocation process is outlined in Figure 3.

9.3. Making Local Environmental Plans that may affect oyster aquaculture

As a result of the impacts of development of estuarine catchments (e.g. stormwater, septic seepage, sewerage outfalls), there has been a deterioration in the environmental conditions required for oyster cultivation in some estuaries.

To address this issue Council must have regard for the s.117(2) Direction 1.4 Oyster Aquaculture as detailed in Planning Circular PS 07–013.

9.4. Determining development applications that may affect oyster aquaculture

Part 3A of *State Environmental Planning Policy 62 - Sustainable Aquaculture* requires consent authorities to consider the effects of the proposed development on oyster aquaculture and to take OISAS into consideration.

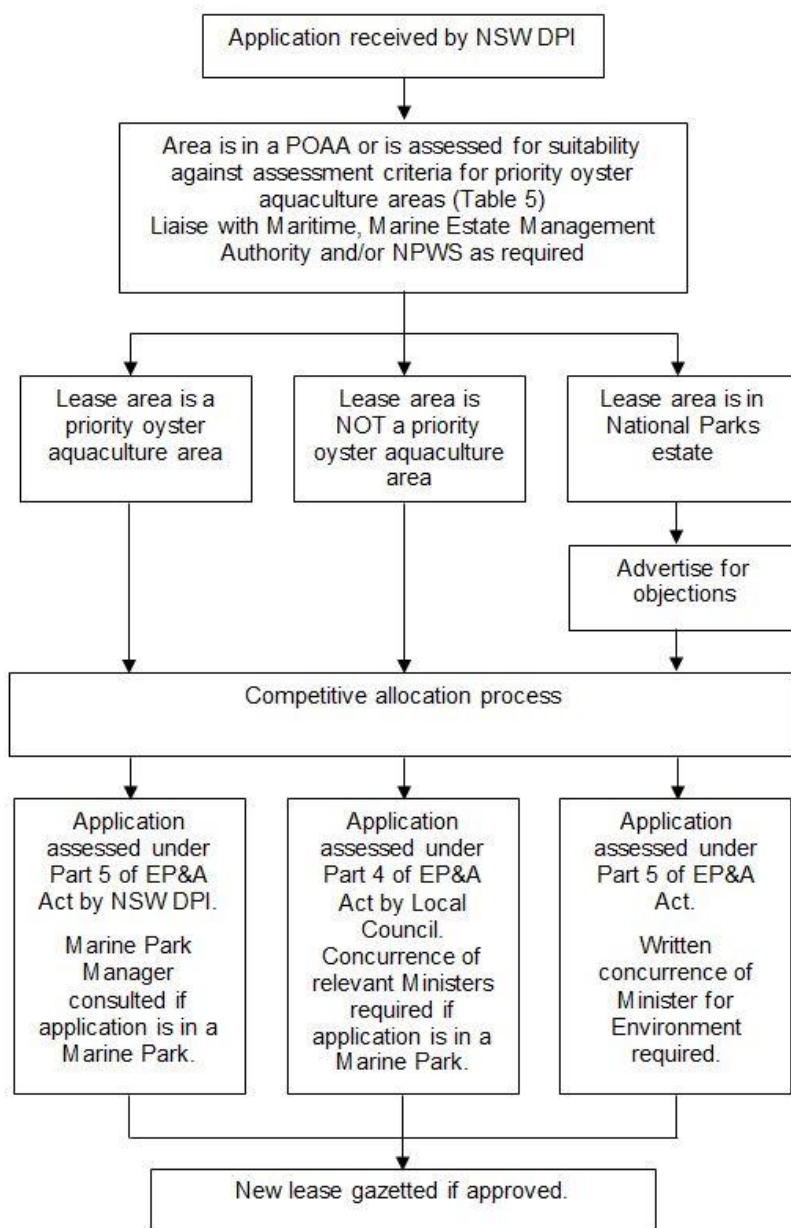
When considering an application for development that, because of its proposed location, may affect a priority oyster aquaculture area or oyster aquaculture outside such an area, the consent authority must:

1. Give the Director-General of the NSW DPI written notice of the development application and take into consideration any written submissions made in response to the notice within 21 days after notice was given, and
2. Take into consideration the provisions of OISAS.
3. Consider any issues that are likely to make the development incompatible with oyster aquaculture and evaluate any measures that the applicant has proposed to address those issues. Examples of potential land use incompatibility issues include access to oyster aquaculture leases being limited by the development or the risk of adverse impacts of the development on water quality and, consequently, on the health of oysters and on the health of consumers of those oysters.

The consent authority may refuse to grant consent to development if, in the opinion of the consent authority, the development is likely to have an unreasonable impact on a priority oyster aquaculture area or on oyster aquaculture outside such an area.

Clause 15B of *State Environmental Planning Policy 62- Sustainable Aquaculture* requires the consent authority to consult with the Director General of NSW DPI if the development may have an adverse effect on oyster aquaculture development or a priority oyster aquaculture area.

Figure 3: New lease assessment and allocation process.



9.5. Aquaculture permits

Aquaculture permits are not transferable and remain in force until cancelled at the request of the permit holder or by NSW DPI.

The permit holders listed on a permit CANNOT be changed. If there are changes to a business partnership, business name or group of farmers working under the one permit, then a new permit must be applied for and assessed by NSW DPI.

The permit, as well as the lease, will specify the species allowed to be cultivated on a lease area.

Applying for a permit

NSW DPI Aquaculture Administration should be contacted for current advice. Information regarding aquaculture permits is also provided on the NSW DPI website. Applications for oyster aquaculture permits will be assessed by the Department of Primary Industries against the Best Practice Standards in OISAS.

A new entrant to the industry will normally be required to demonstrate access to an approved land base site (work area) and have an aquaculture permit or preliminary approval, prior to obtaining any leases.

Commercial farm development plan

All new class 'A' Aquaculture Permits (includes oysters) must submit a Commercial Farm Development Plan that is assessed by NSW DPI.

A Commercial Farm Development Plan may be reviewed by NSW DPI where farm management and/or compliance issues arise.

Suspension and cancellation of permits

Aquaculture permits can be suspended and/or cancelled under s.159 and s.160 of the *Fisheries Management Act, 1994*. Some reasons for suspension or cancellation given under these sections of the Act are:

- The permit holder dies or requests the permit be suspended or cancelled;
- The permit application contained false or misleading information;
- Permit conditions, including compliance notices and workplans, are not complied with;
- The permit holder has been convicted of stealing fish (includes oysters) or marine vegetation;
- Aquaculture is not being carried out in line with the Commercial Farm Development Plan; or
- Other circumstances consistent with the *Fisheries Management Act, 1994* or the *Fisheries Management (Aquaculture) Regulation, 2012*.

In cases other than when the permit holder dies or asks for the permit to be cancelled, the permit holder is given an opportunity to explain why the suspension/cancellation should not go ahead before this action is taken.

The permit holder can request an internal review of a permit suspension or cancellation. If still not satisfied, application can then be made to the Administrative Decisions Tribunal to review the case.

Permit suspension and cancellation may also lead to the cancellation of leases held under the permit.

9.6. Administration of oyster aquaculture leases

An oyster aquaculture lease gives the leaseholder the exclusive right to farm the species listed on the lease within the lease area.

Other community members still have rights of access to the area for fishing and boating, however, it is an offence for a person to interfere with or damage lease structures or stock on the leased area. There are severe penalties for theft and/or damage to stock or infrastructure on oyster aquaculture leases.

Administrative Sanctions and civil action for non-compliance

Where the permit holder/lessee has a poor record of management such as non-completion of required work from a compliance notice, untidy lease area, former lease areas not being cleaned up, or workplans not being followed an application for a new lease or lease transfer, consolidation, sub-division, renewal or sublet will normally be refused.

In addition, NSW DPI will take civil action against current and former lease and permit holders under NSW DPI Policy O-041 *Undertaking works on oyster aquaculture lease areas and permit areas and recovering costs* if clean-up, marking or other work is required on a lease to make it comply with this strategy, the Act or the Regulations. This action consists of a final warning, engaging contractors to do the work then recovering the debt from the responsible person(s).

Transfer, subdivision, consolidation and sublet

On application, leases can be transferred, subdivided, consolidated or sublet. Certain conditions have to be met for each of these transactions and NSW DPI Aquaculture Administration should be consulted.

Potential lessees are warned not to exchange a payment or enter into an agreement to take over a lease from a current lessee until they have consulted NSW DPI Aquaculture Administration to obtain current information about the lease and lease transfers. NOTE: The transfer of a lease is NOT automatic.

The assessment of the application will consider financial and compliance records, use of existing leases by an applicant, the condition of the lease area and ensuring that the area remains or is brought into a tidy condition.

Lease transactions will not be approved unless the lease(s) is in a compliant condition or the person taking over the lease agrees to an approved workplan that addresses compliance concerns (eg marking, clean-up).

Surrenders, cancellations, renewals and expired leases.

Leases surplus to oyster farmer's requirements may be surrendered on application. A lease will not be accepted for surrender unless the lease is in a compliant condition and completely free of cultivation materials.

The *Fisheries Management Act, 1994* makes provisions for oyster aquaculture leases to be cancelled in certain cases. Should a lease be cancelled, the previous lessee remains legally responsible for removing any cultivation materials, infrastructure or stock on the lease.

Oyster aquaculture leases are issued for a maximum 15 year term with the leaseholder being entitled to the first renewal for a further maximum 15 year term. Leases are renewable subject to the area remaining available for aquaculture and taking into consideration the lessee's compliance record. The *Fisheries Management Act, 1994* gives preferential rights to the current lessee, on renewal.

Leases that are not otherwise tenanted prior to their expiry date revert to public water land. However, the previous lessee remains legally responsible for removing all cultivation materials from the lease area.

Areas identified for Phase-out in the first edition of this strategy will not be renewed.

Changes to activity on a lease

The permit holder/leaseholder must obtain written approval from NSW DPI BEFORE commencing any activity that is not consistent with the permit and lease conditions. This may include the introduction of different cultivation methods, new materials, a new species or other significant change in activity. Changes in activity that are not consistent with **Error! Reference source not found.** Best Practice Standards may require development consent.

In particular, written approval from NSW DPI must be obtained BEFORE constructing on an oyster aquaculture lease:

- Floating markers or Raft markers or reduced marking,
- Fences,
- Irrigation,
- Platforms, or
- Pumpstands.

Annual production reports

All permit holders must complete an annual production report and return it on a form approved by NSW DPI.

Public liability insurance and indemnity

Aquaculture permit holders must have public liability insurance cover over all leased areas. Public liability insurance cover must be to a minimum of \$10 million dollars for property owner's and occupier's liability. As this figure is updated periodically you should contact NSW DPI Aquaculture Administration unit for the current figure.

Aquaculture permit holders must also indemnify the NSW Government and their officers and agents in respect to any activities carried out on the oyster aquaculture lease area for the purpose of aquaculture. This includes all action, suits, claims and demands, in respect of accident or injury to any person or property arising from the use of the public water land.

The permit holder's public liability insurance and indemnity must remain current at all times and apply to all leases listed on the permit and include terminated/surrendered leases where improvements remain on the lease.

Sub-lessees must list lease details on their permit and must provide public liability insurance and indemnity cover for the area.

9.7. Maintenance dredging of oyster aquaculture leases

Dredging to maintain adequate water depth on an oyster aquaculture lease situated on Crown submerged land will require a licence issued under the *Crown Lands Act, 1989*. The provisions of the relevant local environmental plan and/or the *Environmental Planning and Assessment Act, 1979* may require development consent to be obtained. Development applications will require land owner's consent from the Department of Lands prior to lodgement.

The Crown Lands Division will give written notice to the Minister for Primary Industries and consider any matters raised by the Minister concerning the proposed work within 28 days of giving the notice. The Crown Lands Division and the relevant consent authority should be consulted for further advice. A permit may also be required from NSW DPI under Section 201 of the *Fisheries Management Act, 1994*.

The NSW Government has no statutory responsibility to maintain any particular depth of water beneath an area leased for oyster aquaculture. If an oyster aquaculture lease or permit holder wishes to undertake maintenance dredging then they will have to take full responsibility for gaining all consents and approvals and for funding the work.

The protocol for Wallis Lake Oyster aquaculture lease Maintenance Dredging (NSW Government Gazette No 156 p.8121) guides best practice for maintenance dredging of oyster aquaculture leases. In summary:

- The material to be dredged is clean marine sand;
- No potential or actual acid sulphate materials will be disturbed;

- Maximum dredging depth is -2.5 metres AHD;
- No seagrass destroyed without a permit from NSW DPI;
- The dredging activity will have no significant adverse impact on any threatened species or habitats;
- An approved spoil disposal site is available;
- The activity will not result in any significant water pollution.

NSW DPI, the Crown Lands Division and the consent authority should be consulted for further advice.

9.8. Oyster aquaculture species

Species currently approved

There are three main species of edible oysters in NSW, the Sydney Rock Oyster (*Saccostrea glomerata*), the Native (flat) Oyster (*Ostrea angasi*) and the introduced Pacific Oyster (*Crassostrea gigas*). Both the Sydney Rock Oyster and the Pacific Oyster belong to a group of oysters known as 'cupped oysters', while the Native (flat) Oyster belongs to the 'flat oyster' group. World wide, the vast majority of oysters harvested for human consumption are 'cupped oysters'. This is a recent trend and has been driven largely by the translocation and cultivation of the fast growing Pacific Oyster. In the past, Native Oyster cultivation has been a major industry in Europe and wild Native Oyster fisheries have been important in the past in southern Australia. It is believed that a disease (bonamia) that wiped out the European industry during the late 19th and early 20th century was also responsible for a significant decline in wild Native Oyster populations in Australia in the 19th century. The impact of over fishing of Native Oyster populations may have also contributed significantly to this decline.

The NSW oyster industry is mostly based on the production of the Sydney Rock Oyster. While the geographic range of this species extends from Wingan Inlet in eastern Victoria north along the eastern Australian coast, across northern Australia to the West Australia coast, wild populations of the oyster are most prolific in southern Queensland and NSW estuaries. In these estuaries the Sydney Rock Oyster is often the dominant intertidal species.

A small industry with considerable potential for expansion is developing around the cultivation of the Native Oyster in southern NSW. This species is endemic to southern Australia and is the major oyster species found in aboriginal middens in these areas. This species is primarily a sub-tidal oyster commonly found in the marine dominated areas of estuaries and has a low tolerance to fresh water runoff. While self-sustaining wild populations of this species are usually only found south of the Clarence River, individuals have been found as far north as Moreton Bay in southern Queensland.

The Pacific Oyster was introduced in to southern Australian states in the late 1940's and early 1950's by the CSIRO in an attempt to establish a cupped oyster industry in these states in lieu of a suitable indigenous cupped oyster species. At that time the importation of Pacific Oysters into NSW was prohibited by the NSW Government. However, by the 1970's the Pacific Oyster had found its way into a number of NSW estuaries. The Pacific Oyster is now found in most NSW estuaries south of Port Macquarie.

Farmers in five estuaries are approved to cultivate the functionally sterile triploid Pacific Oyster (Port Stephens, Georges River, Hawkesbury River, Shoalhaven/Crookhaven Rivers and Clyde River). Other estuaries are undertaking or considering trials of these oysters.

The species of oyster selected for cultivation will affect the design of cultivation infrastructure as well as the viability of the aquaculture business. An aquaculture business may cultivate more

than one species. In designing the facility, flexibility of design and layout allows switching of species to meet opportunities created by changing markets, supply or production technologies.

Factors in the selection of species include:

- Constraints on translocation of species – see below;
- Genetic factors;
- Availability of seed stock (reliability, quality, quantity, seasonality);
- Documented performance of the species in the aquaculture system proposed;
- Site specific attributes eg scale required, flood liability, temperature and water quality requirements;
- Cost of production and business viability;
- Market demand and price;
- Potential disease; and,
- Other management factors.

In some situations, 'polyculture' (ie two or more species farmed simultaneously in the one area) may increase returns to industry, improve business resilience and provide a more productive use of an oyster aquaculture lease area. A potential example of this is Sydney Rock Oyster and Native Oyster farming on the one lease. Table 10 lists the edible oyster species approved for cultivation on NSW oyster aquaculture leases by estuary at 30 June 2015.

Table 10: Species of oyster approved for cultivation on oyster aquaculture leases in NSW.

Estuary	Sydney Rock Oyster	Native (flat) oyster	Pacific Oyster
Tweed River	yes	no	yes Triploid trial
Brunswick River	yes	no	no
Richmond River	yes	no	no
Clarence River	yes	no	no
Sandon River	yes	no	no
Wooli River	yes	no	no
Nambucca River	yes	no	no
Macleay River	yes	yes	no
Hastings River	yes	no	no
Camden Haven River	yes	yes	no
Manning River	yes	no	no
Wallis Lake	yes	yes	no
Port Stephens	yes	yes	yes Diploid and Triploid
Hunter River	yes	no	no
Brisbane Water	yes	no	no
Hawkesbury River	yes	no	yes Triploid only
Georges River	yes	no	yes Triploid only
Crookhaven Shoalhaven	yes	yes	yes Triploid only
Clyde River	yes	yes	yes Triploid only
Moruya River	yes	yes	no
Tuross Lake	yes	yes	no

Estuary	Sydney Rock Oyster	Native (flat) oyster	Pacific Oyster
Wagonga Inlet	yes	yes	no
Bermagui River	yes	yes	no
Wapengo Lagoon	yes	yes	yes Triploid trial
Nelson Lagoon	yes	yes	no
Merimbula Lake	yes	yes	no
Pambula Lake	yes	yes	no
Wonboyn Lake	yes	yes	no

yes = Approved

no = Not currently approved

Protocol for assessing a new species for commercial oyster aquaculture

One of the potential risks of aquaculture is the inadvertent introduction of live species into natural waters beyond their natural range or to areas within their natural range that have genetic stocks or populations that are distinct from the aquaculture stock by translocation (MCFFA, 1999). Translocation of non-indigenous species is sanctioned in some catchments. In other circumstances, it may occur accidentally or deliberately. Translocation of live aquatic organisms has a number of inherent risks for the receiving aquatic habitats as well as for endemic organisms.

The Ministerial Council on Forestry, Fisheries and Aquaculture (1999) developed a national translocation policy to meet the needs of Australia's aquaculture and aquarium industries for the translocation of live aquatic species within jurisdictions and across jurisdictional boundaries. The policy sets out a risk assessment process for considering translocation issues and identifies potential risks under the headings of escape/release, survival and establishment.

An example of illegal translocation occurred in Port Stephens when the Pacific Oyster was introduced in 1984. The Pacific Oyster has now established in the majority of the estuary, and significantly reduced the harvest of Sydney Rock Oysters.

Movement of Sydney Rock Oysters from one estuary to another is practiced widely in NSW to take advantage of changes in temperature and growing conditions that promotes oyster growth and condition.

On application, NSW DPI may consider approving new edible oyster species for culture on oyster aquaculture leases. When proposing new species for cultivation on an oyster aquaculture lease, the proponent needs to submit to NSW DPI an assessment of potential environmental effects on:

- Any critical habitats, threatened species, populations ecological communities and their populations;
- Any community of aquatic plant or animal;
- Existing commercial oyster cultivation;
- The visual, scientific, cultural or recreational amenity;
- Any cumulative effects with other existing or likely future activities; and,
- Any necessary modification to the commercial farm development plan.

NSW DPI may impose special conditions on the approval of new species and may require a trial period of farming to monitor and assess potential environmental impacts. If critical habitats, threatened species, populations ecological communities and their populations are likely to be

affected a Species Impact Statement may be required and if the proposal is likely to significantly affect the environment an Environmental Impact Statement may be required.

9.9. Transitional provisions

Current oyster aquaculture activities that are lawfully approved may continue despite the provisions of this strategy.

Chapter 10 Risk management and business resilience

10.1. Risk Management

The size, severity, timing, location and impacts of natural disasters and disease events are difficult to predict, and our changing climate increases the uncertainty about future risks. In the past, standard emergency management planning emphasised the documentation of roles, responsibilities and response procedures. Traditionally, primary producers looked towards government for financial support to get through the aftermath of an adverse event (eg drought assistance).

Increasingly, emergency management is moving its focus towards arrangements for prevention, mitigation, preparedness and recovery. Also, natural disaster relief and recovery programs are now structured to provide immediate short term assistance only. The majority of the cost of rebuilding and restocking after a major disaster event must be borne by industry. Therefore industry needs to plan well ahead to make sure they are ready. Natural disaster relief does not cover disease related events and at this time there are no cost-sharing arrangements in place between the aquaculture industry and government to cover these events.

Other risks to the business include changes in the financial climate that impact on profitability. The impact of changes to interest rates, market prices and the costs of business inputs need to be considered well before they occur. Succession is a longer term risk and in most cases will affect retirement planning. This risk needs to be factored into the business plan many years before retirement age.

At the business level, financial resilience is also important so that the business can survive a period of little to no income and rebuilding following an event. In some cases businesses have taken the decision to build infrastructure that is resistant to flood and storm damage and to diversify the species cultivated to manage the risk of pest and disease incursion and the risk of market uncertainty. Training, education and planning are essential risk management tools that help to build resilience into the business.

Some areas of risk to an oyster business and to the industry as a whole include:

- disease
- environmental extremes - floods, heat kill, drought and storms
- climate change
- water quality - harvest area contamination, toxic algae blooms
- personal injury
- public liability
- the economy and oyster markets

Assistance and support with risk management planning is provided by:

- Rural Support Workers
<http://www.dpi.nsw.gov.au/aboutus/services/community/support-workers>
- Rural Financial Counsellors
<http://www.daff.gov.au/agriculture-food/drought/rfcs/counsellors/nsw>
- Rural Assistance Authority - <http://www.raa.nsw.gov.au/>
- NSW DPI – see <http://www.dpi.nsw.gov.au/agriculture/emergency>

Case Study – Industry training initiatives on the South Coast

South East LLS and Bega Coast Oysters are developing an oyster industry 'holistic farm planning training package' to be delivered by an accredited training provider, which includes financial and business risk planning and decision making. The aim of this project is to design and offer a course that is accessible to all NSW growers.

Fostering 'tomorrow's oyster farmers and industry leaders' is an important strategy for succession planning within the industry and a pilot school-based training program has been established by the Clyde River growers and partners, in conjunction with South Coast Workplace Learning Inc. The purpose of the program is to link high school students and teachers with vocational training, industry experience and mentors, to enhance youth skills, experience and career pathways in the progressive Far South Coast oyster industry.

South East LLS is working towards extending this concept to develop a school-based oyster industry apprenticeship program that includes face-to-face training and encourages school leavers to appreciate and enter the industry.

10.2. Environmental Management Systems

A good first step towards developing disaster preparedness at the estuary level is to include risk management in the estuary environmental management system. Many NSW oyster farming estuaries have already prepared these plans and have commenced implementing key actions to build resilience. Estuary level issues include harvest area water quality and risks to harvest area classification, floods, disease and pests.

An environmental management system is a process through which oyster farmers can determine which risks pose the biggest threat to the industry. The process systematically identifies, assesses and prioritises all risks then constructs a plan to mitigate these risks.

These risks can result from internal oyster farming practices (for example the continued use of tar, running inefficient 2-stroke outboards), but may also arise from external catchment based activities (e.g. livestock effluent in creeks, faulty sewerage pumping stations). Addressing these risks will require working closely with other stakeholders, which will include the Local Land Services, NSW DPI, Local Council, your neighbours and National Parks & Wildlife Service.

Documenting the risk assessment process, and clearly outlining an action plan to reduce industry exposure, gives oyster farmers a clear vision for the future. It also helps farmers achieve better outcomes when negotiating with catchment managers, opens the door for funding opportunities, and allows partnerships that improve environmental conditions for the oyster industry to develop. For an insight into how EMS has been effectively used by south coast growers, watch the South Coast Oyster Growers and Australia's Oyster Coast short documentary videos at vimeo.com/76913593 and vimeo.com/69287281.

OceanWatch Australia and the coastal LLS are actively involved with the industry and there are now 16 estuary-wide EMS documents in varying stages of development that outline local industry priorities for the future. The estuaries that have committed to an environmental management system, and the documents themselves can be viewed at: <http://www.oceanwatch.org.au/our-work/ems-nsw-oysters/ems-database/>. More information can also be obtained from OceanWatch Australia at <http://www.oceanwatch.org.au/>.

Once prepared, attention needs to be given to EMS implementation. South Coast oyster grower groups with the assistance of the Southeast LLS employed Oyster EMS Implementation officers. These officers enabled the smooth implementation of the estuary-wide EMS's and assisted the oyster industry make full use of their EMS's in building the partnerships necessary to ensure the long term sustainability of the local oyster industry.

10.3. Climate Change

What is climate change?

Climate change is a change in the average pattern of weather over a long period of time. Weather patterns are naturally highly variable and the changes in weather averages due to climate change are difficult to identify within natural variability over the shorter term time scales that are most relevant to this strategy. The NSW Government is working to identify the long term effects of climate change for NSW and to identify approaches to adapting to the effects of climate change.

Potential long term impacts of climate change on NSW oyster industry

The potential impacts of climate change on the NSW oyster industry have been identified and analysed by University of Tasmania researcher Peat Leith (Leith and Haward 2010). Potential impacts on the oyster industry will occur gradually over long periods of time and are not likely to become apparent over the term of this strategy. The main areas where change may occur in the longer term that could impact on oyster growing include:

- Air and water temperature
- Acidification
- Sea level rise
- Wind speed
- Rainfall
- Changes in salinity
- Frequency of extreme events
- The biogeography of pests and diseases

Addressing climate change – adaptive capacity

There is uncertainty about the timing and impacts of climate change on the oyster industry. It will affect different estuaries in different ways and to different degrees. The best way to deal with this uncertainty is to maximise the industry's ability to adapt to changes when they occur.

What the NSW oyster industry can do to adapt to climate change:

- Develop knowledge-action networks that include local growers, industry bodies, scientists, natural resource management agencies, for example the Oyster Information Portal (<http://www.oysterinformationportal.net.au>);
- Develop monitoring programs in order to understand baseline conditions, local variability, sensitivities, and to detect changes (for example see Nash et al, 2013);
- Work together at an estuary or regional level rather than working as individuals

Chapter 11 References

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White, I. 2001, *Safeguarding Environmental Conditions for Oyster Cultivation in New South Wales*, Centre for Resource and Environmental Studies, Australian National University. Report to Healthy Rivers Commission. http://www.hrc.nsw.gov.au/site/pdf/reports/oysters_final.pdf.

Crown Lands Notices

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

ARMIDALE OFFICE

APPOINTMENT OF TRUST BOARD MEMBERS

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule

Column 1	Column 2	Column 3
John Anthony STANSFIELD (new member)	Tingha Recreation Reserve Trust	Reserve No 70706 Public Purpose: Public Recreation Notified: 9 October 1942 File Reference: AE99R61
Ivan Peter COLEMAN (new member)		
Daniel Paul JAMIESON (new member)		
Colleen Frances GRAHAM (new member)		

For a term commencing 01 January 2017 and expiring 30 December 2021.

DUBBO OFFICE

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

Pursuant to section 34A (2) (b) of the *Crown Lands Act 1989*, the Crown reserve(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule

Column 1	Column 2
Grazing	Reserve No 75098 Public Purpose: Public Recreation, Resting Place Notified: 27 June 1952 File Reference: 16/05406

GOULBURN OFFICE

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

Pursuant to section 34A (2) (b) of the *Crown Lands Act 1989*, the Crown reserve(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule

Column 1	Column 2
Environmental Protection	Reserve No 93436 Public Purpose: Future Public Requirements Notified: 15 August 1980 File Reference: 16/08333

GRAFTON OFFICE

ROADS ACT 1993

ORDER

ERRATUM

As per the notification of "Notification of Closing of a Road" which appeared in *Government Gazette* dated 9 September 2016, folio 2461, part of the description is hereby amended. Under heading of "description" the words "Parishes – Collemburrawang, Billabulla"; are deleted and replaced with "Parishes – Collemburrawang, Billabulla, Umangla".

Ref: 16/02213

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Hanging Rock; County – Rous
Land District – Casino; LGA – Kyogle*

Road Closed: Lot 2 DP 1223740

File No: 16/04279

Schedule

On closing, that part of Lot 2 DP 1223740 that was formally Crown public road remains vested in the State of New South Wales as Crown land.

On closing, that part of Lot 2 DP 1223740 that was formally Council public road becomes vested in the State of New South Wales as Crown Land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Wentworth, Tubbamurra
Counties – Sandon, Clarke
Land District – Armidale; LGA – Armidale Regional*

Road Closed: Lot 6 DP 1222461

File No: 16/04353

Schedule

On closing, the land within Lot 6 DP 1222461 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Wentworth; County – Sandon
Land District – Armidale; LGA – Armidale Regional*

Road Closed: Lot 3 DP 1224356

File No: 16/05117

Schedule

On closing, the land within Lot 3 DP 1224356 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Morebringer; County – Hume
Land District – Corowa; LGA – Greater Hume*

Road Closed: Lots 4–5 DP 1219247

File No: 14/00893

Schedule

On closing, the land within Lots 4–5 DP 1219247 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Keewong; County – Murray
Land District – Queanbeyan
LGA – Queanbeyan-Palerang Regional*

Road Closed: Lot 1 DP 1224791

File No: 16/04894

Schedule

On closing, the land within Lot 1 DP 1224791 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Derra Derra; County – Murchison
Land District – Bingara; LGA – Gwydir*

Road Closed: Lots 1–2 DP 1221624

File No: 14/03146

Schedule

On closing, the land within Lots 1–2 DP 1221624 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished.

Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Vicars, Warialda; County – Burnett
Land District – Warialda; LGA – Gwydir*

Road Closed: Lots 1–2 DP 1224320
File No: 16/04582

Schedule

On closing, the land within Lots 1–2 DP 1224320, that part which was formerly Crown Road remains vested in the State of New South Wales as Crown land.

On closing, the land within Lots 1–2 DP 1224320, that part which was formerly Council Road becomes vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Tubbamurra, Wentworth
Counties – Clarke, Sandon
Land District – Armidale; LGA – Armidale Regional*

Road Closed: Lots 3–4 DP 1223286
File No: 16/04354

Schedule

On closing, the land within Lots 3–4 DP 1223286 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Tubbamurra; County – Clarke
Land District – Armidale; LGA – Armidale Regional*

Road Closed: Lots 1–2 DP 1223742
File No: 07/2669

Schedule

On closing, the land within Lots 1–2 DP 1223742 remains vested in the State of New South Wales as Crown land.

ROADS ACT 1993

ORDER

Transfer of a Crown Road to a Council

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule 1

*Parish – Lismore; County – Rous
Land District – Grafton
Local Government Area – Lismore*

Crown public road east of Lots 276 and 277 DP 755718 as highlighted in red in the diagram below.

Schedule 2

Lismore City Council



Crown Lands reference: 16/08916 – W573632
Council's reference: DA2015.155.1

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – North Uardry, Tully, Beabula, Toms Point,
Uardry, Grant; Counties – Sturt, Waradgerly
Land District – Hay; LGA – Carrathool, Hay*

Road Closed: Lot 2 DP 1224579
File No: 16/05758

Schedule

On closing, the land within Lot 2 DP 1224579 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Billabulla, Umangla, Collemburrawang
Counties – Gregory, Ewenmar
Land District – Warren; LGA – Warren*

Road Closed: Lots 1–3 DP 1222051
File No: 16/02216

Schedule

On closing, the land within Lots 1–3 DP 1222051 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Tumbarumba, Mate; County – Selwyn
Land District – Tumbarumba; LGA – Snowy Valleys*

Road Closed: Lots 1–3 DP 1222412
File No: 15/11001

Schedule

On closing, the land within Lots 1–3 DP 1222412 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Hanging Rock; County – Rous
Land District – Casino; LGA – Kyogle*

Road Closed: Lot 3 DP 1223739
File No: 16/04278

Schedule

On closing, that part of Lot 3 DP 1223739 that was formally Crown public road remains vested in the State of New South Wales as Crown land.

On closing, that part of Lot 3 DP 1223739 that was formally Council public road becomes vested in the State of New South Wales as Crown Land

ROADS ACT 1993

ORDER

Transfer of a Crown Road to a Council

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

The Hon NIALL BLAIR, MLC
Minister for Land and Water

Schedule 1

*Parish – Tyndale; County – Clarence
Local Government Area – Clarence Valley Council*

Crown public road separating Lot 26 and Lot 27 DP 747772 from Lot 183 and Lot 173 DP 751389 at Taloumbi.

Schedule 2

Clarence Valley Council
Crown lands reference: 16/09066 – W574528
Council's reference: DA2016/0499

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

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

Road Closed: Lot 3 DP 1223692
File No: 15/11105

Schedule

On closing, the land within Lot 3 DP 1223692 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Glen Morrison; County – Vernon
Land District – Walcha; LGA – Walcha*

Road Closed: Lot 17 DP 1224419
File No: 16/05980

Schedule

On closing, the land within Lot 17 DP 1224419 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Glen Morrison, Ainsley
Counties – Vernon, Parry
Land District – Walcha; LGA – Walcha*

Road Closed: Lot 12 DP 1224180
File No: 16/05977

Schedule

On closing, the land within Lot 12 DP 1224180 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Colleburrawang, Umangla
County – Ewenmar
Land District – Warren; LGA – Warren*

Road Closed: Lots 4–6 DP 1222086
File No: 16/02208

Schedule

On closing, the land within Lots 4–6 DP 1222086 remains vested in the State of New South Wales as Crown land.

ROADS ACT 1993

ORDER

Transfer of a Crown Road to a Council

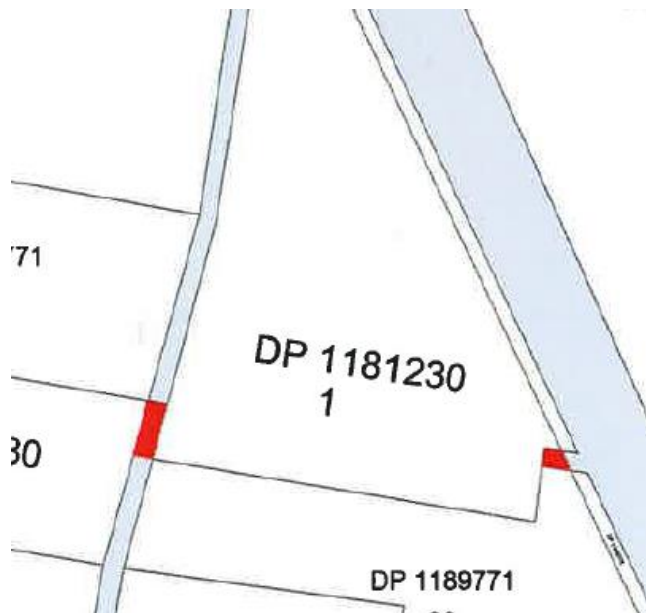
In pursuance of the provisions of section 151, *Roads Act 1993*, the Crown road specified in Schedule 1 is transferred to the Roads Authority specified in Schedule 2, hereunder, as from the date of publication of this notice and as from that date, the road specified in Schedule 1 ceases to be a Crown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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule 1

*Parish – Woombah; County – Clarence
Local Government Area – Clarence Valley Council*

Crown public roads within Lot 1 DP 1181230 at Mororo shown by red colour on diagram.



Schedule 2

Clarence Valley Council
Crown lands reference: 16/09071 – W574529
Council’s reference: DA2016/0488

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

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

Road Closed: Lots 1–2 DP 1225265
File No: 12/00297

Schedule

On closing, the land within Lots 1–2 DP 1225265 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Wauberrima, Bulgary; County – Mitchell
Land District – Wagga Wagga; LGA – Wagga Wagga*

Road Closed: Lots 1–3 DP 1225267
File No: 15/09152

Schedule

On closing, that part of the land within Lots 1–3 DP 1225267 which was formerly Crown road remains vested in the State of New South Wales as Crown land.

On closing, that part of the land within Lots 1 & 2 DP 1225267 which was formerly Council road becomes vested in the State of New South Wales as Crown Land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Yarragundry; County – Mitchell
Land District – Wagga Wagga; LGA – Wagga Wagga*

Road Closed: Lot 2 DP 1224366
File No: 16/04527

Schedule

On closing, the land within Lot 2 DP 1224366 remains vested in the State of New South Wales as Crown land.

MAITLAND OFFICE

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

Pursuant to section 34A (2) (b) of the *Crown Lands Act 1989*, the Crown reserve(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule

Column 1	Column 2
Pipeline	Reserve No 753194 Public Purpose: Future Public Requirements Notified: 29 June 2007 File Reference: 15/10883
	Reserve No 1018348 Public Purpose: Environmental Protection Notified: 24 April 2009 File Reference: 15/10883

Schedule

Column 1	Column 2
Recreation; Access	Reserve No 755247 Public Purpose: Future Public Requirements Notified: 29 June 2007 File Reference: 16/06980

APPOINTMENT OF TRUST BOARD MEMBERS

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule

Column 1	Column 2	Column 3
Alan Edwin EARLE (re-appointment)	Glen Oak Recreation Reserve Trust	Reserve No 34733 Public Purpose: Public Recreation Notified: 12 July 1902 File Reference: MD83R15-002
Joanne BRIGGS (re-appointment)		
Gina Anne Maria SHERRITT (re-appointment)		

Column 1 Column 2 Column 3

For a term commencing 18 November 2016 and expiring 17 November 2021.

MOREE OFFICE

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.

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule

Column 1	Column 2
Land District: Warialda Local Government Area: Gwydir Shire Council Locality: Warialda Reserve No 20831 Public Purpose: Public Recreation Notified: 26 May 1894 File Reference: 14/03055	The whole being Lot 380 DP No 727877 Parish Warialda County Burnett of an area of 3.512ha

NEWCASTLE OFFICE

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Bocobidgle; County – Ashburnham
Land District – Forbes; LGA – Forbes*

Road Closed: Lots 1–2 DP 1223315
File No: 09/07077

Schedule

On closing, the land within Lots 1–2 DP 1223315 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished.

Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Talagandra; County – Murray
Land District – Queanbeyan; LGA – Yass Valley*

Road Closed: Lots 1–2 DP 1222235
File No: 07/5947

Schedule

On closing, the land within Lots 1–2 DP 1222235 remains vested in the State of New South Wales as Crown land.

On closing, the land within Lot 2 DP 1222235 becomes vested in the State of New South Wales as Crown Land.

Council’s reference: 13/12713

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Beugamel; County – Kennedy
Land District – Parkes; LGA – Parkes*

Road Closed: Lot 1 DP 1225098
File No: 09/11833

Schedule

On closing, the land within Lot 1 DP 1225098 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

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

Road Closed: Lot 1 DP 1224794
File No: 12/03569

Schedule

On closing, the land within Lot 1 DP 1224794 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Faulkland; County – Gloucester
Land District – Gloucester; LGA – Mid-Coast*

Road Closed: Lot 2 DP 1214282
File No: 15/01790

Schedule

On closing, the land within Lot 2 DP 1214282 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Mugincoale, Martin, Kamandra
County – Ashburnham
Land District – Parkes; LGA – Parkes*

Road Closed: Lots 1–2 DP 1225033
File No: CL/00389

Schedule

On closing, the land within Lots 1–2 DP 1225033 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Coba; County – Monteaagle
Land District – Grenfell; LGA – Weddin*

Road Closed: Lot 1 DP 1206484
File No: OE05H201:JT

Schedule

On closing, the land within Lot 1 DP 1206484 remains and becomes vested in the State of New South Wales as Crown land.

Council’s reference: WHT:KB:R2.1.4

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Enmore; County – Narromine
Land District – Dubbo; LGA – Narromine*

Road Closed: Lot 3 DP 1221739
File No: 13/13454

Schedule

On closing, the land within Lot 3 DP 1221739 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Derale; County – Phillip
Land District – Mudgee; LGA – Mid-Western Regional*

Road Closed: Lot 1 DP 1224682
File No: 09/11927

Schedule

On closing, the land within Lot 1 DP 1224682 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Patonga; County – Northumberland
Land District – Gosford; LGA – Central Coast*

Road Closed: Lot 100 DP 1201961

File No: 11/12625

Schedule

On closing, the land within Lot 100 DP 1201961 remains vested in Central Coast Council as operational land for the purposes of the *Local Government Act 1993*.

Council Reference: 07.99

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Nevertire; County – Oxley
Land District – Warren; LGA – Warren*

Road Closed: Lot 1 DP 1224723

File No: 16/04806

Schedule

On closing, the land within Lot 1 DP 1224723 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Meehan; County – Cook
Land District – Windsor; LGA – Hawkesbury*

Road Closed: Lot 1 DP 1220166

File No: 15/06850

Schedule

On closing, the land within Lot 1 DP 1220166 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished.

Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parishes – Tunnabidgee, Crudine, Tannabutta
Counties – Wellington, Roxburgh
Land District – Mudgee, Bathurst
LGA – Mid-Western Regional*

Road Closed: Lot 1 DP 1224484, Lot 1 DP 1224489, Lots 1–3 DP 1224491, Lots 1–2 DP 1224492

File No: 08/0158

Schedule

On closing, the land within Lot 1 DP 1224484, Lot 1 DP 1224489, Lots 1–3 DP 1224491, Lots 1–2 DP 1224492 remains vested in the State of New South Wales as Crown land.

ROADS ACT 1993

Section 257

ORDER

Correction of Defective Instrument

As per the “Notification of Closing of a Road” 16/05001 which appeared in *Government Gazette* No 88 dated 4 November 2016, folio 2931–2932, part of the description is hereby amended. Under heading of “description” the words “Western Plains Regional”; are deleted and replaced with “Dubbo Regional”.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Millenbong; County – Wellington
Land District – Mudgee; LGA – Mid-Western Regional*

Road Closed: Lots 1–2 DP 1221538

File No: 15/05617

Schedule

On closing, the land within Lots 1–2 DP 1221538 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

In pursuance of the provisions of the *Roads Act 1993*, the road hereunder described is closed and the lands comprised therein cease to be public road and the rights of passage and access that previously existed in relation to the road is extinguished.

Upon closing, title to the land, comprising the former public road, vests in the body specified in the Schedule hereunder.

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Grattai; County – Wellington
Land District – Mudgee; LGA – Mid-Western Regional*

Road Closed: Lot 1 DP 1224655
File No: 09/15469

Schedule

On closing, the land within Lot 1 DP 1224655 remains vested in the State of New South Wales as Crown land.

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Gooramma; County – Harden
Land District – Boorowa; LGA – Hilltops*

Road Closed: Lot 1 DP 1223381
File No: 16/01034

Schedule

On closing, the land within part Lot 1 DP 1223381 becomes and remains vested in the State of New South Wales as Crown land.

Council’s reference: 6.7.5.2

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Sutherland; County – Cumberland
Land District – Metropolitan; LGA – Sutherland Shire*

Road Closed: Lot 1 DP 1225705
File No: 15/05323

Schedule

On closing, the land within Lot 1 DP1225705 becomes vested in the State of New South Wales as Crown Land.

Council’s reference: CP/02/66198

NOWRA OFFICE

ROADS ACT 1993

ORDER

Transfer of a Crown Road to a Council

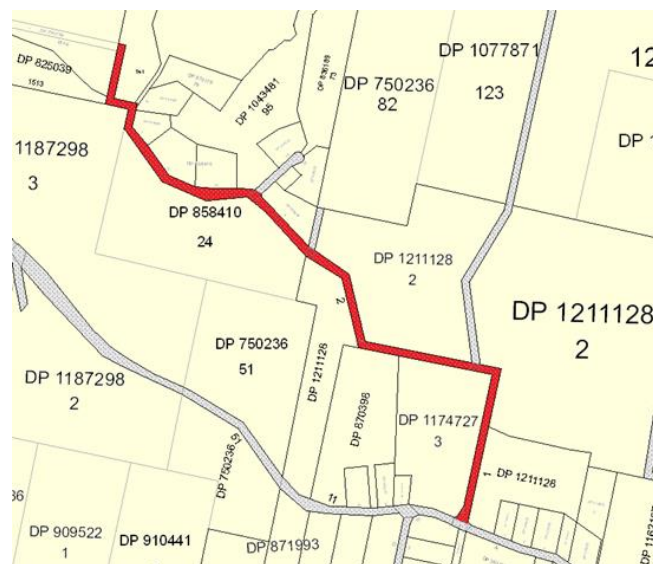
In pursuance of the provisions of section 151, *Roads Act 1993*, the Crown roads specified in Schedule 1 is transferred to the Roads Authority specified in Schedule 2 hereunder, as from the date of publication of this notice and as from that date the roads specified in Schedule 1 cease to be a Crown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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule 1

*Parish – Wallagoot; County – Auckland
Land District – Bega; LGA – Bega Valley*

Description: Crown road (shown by red colour in diagram hereunder), known as Lot Stafford Drive at Kalaru.



Schedule 2

Road Authority: Bega Valley Shire Council
Crown Lands File Ref: 16/08970 – W574368
Council Ref: Rickee Marshall

ORANGE OFFICE

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

Pursuant to section 34A (2) (b) of the *Crown Lands Act 1989*, the Crown reserve(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Column 1	Schedule Column 2
Grazing	Reserve No 28731 Public Purpose: Public Buildings Notified: 7 January 1899 File Reference: 16/02578 Reserve No 28739 Public Purpose: Water Supply Notified: 7 January 1899 File Reference: 16/02578 Reserve No 90554 Public Purpose: After Auction Purchase Notified: 22 November 1974 File Reference: 16/02578 Reserve No 94686 Public Purpose: Future Public Requirements Notified: 1 May 1981 File Reference: 16/02578 Reserve No 94688 Public Purpose: Future Public Requirements Notified: 1 May 1981 File Reference: 16/02578 Reserve No 94690 Public Purpose: Future Public Requirements Notified: 1 May 1981 File Reference: 16/02578 Reserve No 94692 Public Purpose: Future Public Requirements Notified: 1 May 1981 File Reference: 16/02578 Reserve No 98139 Public Purpose: Preservation of Native Flora Notified: 24 April 1986 File Reference: 16/02578 Dedication No 590041 Public Purpose: Public Recreation Notified: 2 June 1893 File Reference: 16/08050 Reserve No 750408 Public Purpose: Future Public Requirements Notified: 29 June 2007 File Reference: 16/02578

ORDER

Authorisation of Additional Purpose under s121A

Pursuant to s121A of the *Crown Lands Act 1989*, I authorise by this Order, the purpose specified in Column 1 to be an additional purpose to the declared purpose of the reserves specified opposite thereto in Column 2 of the Schedule.

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Column 1	Schedule Column 2
Community Purposes	Reserve No 66072 Public Purpose: Public Baths Notified: 19 June 1936 File Reference: 11/12289
Column 1	Schedule Column 2
Caravan Park	Reserve No 76654 Public Purpose: Public Recreation Notified: 9 April 1954 File Reference: 11/12289

SYDNEY METROPOLITAN OFFICE

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

Pursuant to section 34A (2) (b) of the *Crown Lands Act 1989*, the Crown reserve(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Column 1	Schedule Column 2
Access	Reserve No 752034 Public Purpose: Future Public Requirements Notified: 29 June 2007 File Reference: 16/08643

TAMWORTH OFFICE

NOTIFICATION OF CLOSING OF A ROAD

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Description

*Parish – Perry; County – Inglis
Land District – Tamworth; LGA – Tamworth Regional*
Road Closed: Lot 1 DP 1220398
File No: 07/5074

Schedule

On closing, the land within Lot 1 DP 1220398 becomes and remains vested in the State of New South Wales as Crown land.

Council's reference: GR/KD/LF23098(141564/2009)

WAGGA WAGGA OFFICE

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

Pursuant to section 34A (2) (b) of the *Crown Lands Act 1989*, the Crown reserve(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule

Column 1	Column 2
Grazing	Reserve No 36815 Public Purpose: Rifle Range Notified: 5 December 1903 File Reference: 15/08814

WESTERN REGION OFFICE

ALTERATION OF PURPOSE/CONDITIONS OF A WESTERN LANDS LEASE

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

*Administrative District – Balranald
Shire – Balranald, County – Taila*

The purpose of Western Lands Lease 219 being the land contained within Folio Identifier 2911/765071 has been altered from "Grazing" to "Grazing & Cultivation (Irrigated)" effective from 2 November 2016.

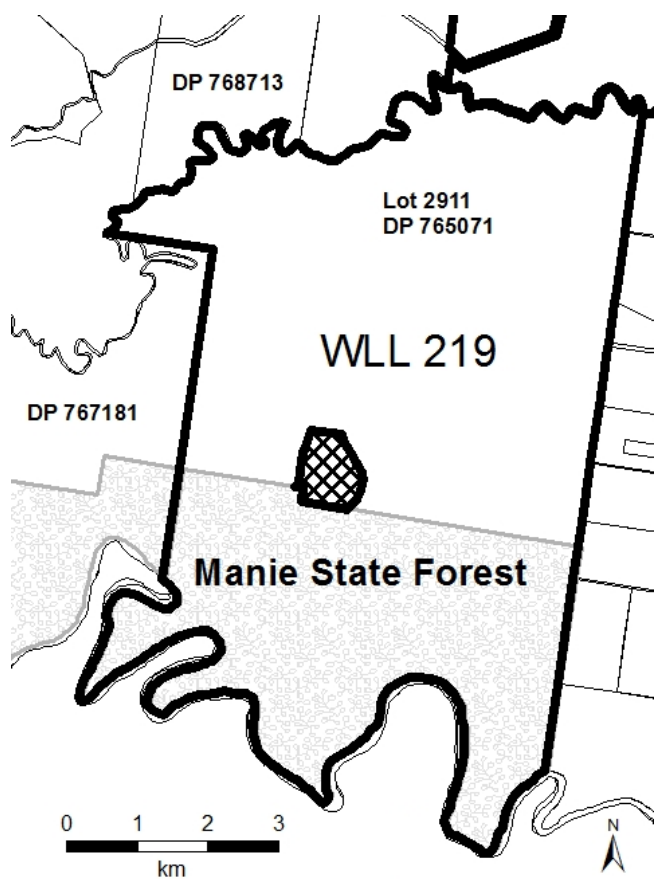
As a consequence of the alteration of purpose/conditions rent will be assessed annually in line with the *Western Lands Act 1901* and Regulations.

Special Conditions attached to Western Lands Lease 219

1. The lease shall only be used for the purpose of Grazing and Cultivation (Irrigated).
2. The lessee must ensure that sandhills and other soils with a surface texture of loamy sand or coarser are left uncultivated unless specifically approved by the Commissioner.
3. The lessee must ensure land within 60 metres of any texture contrast or duplex soil area remains uncultivated except in accordance with a plan approved by the

Commissioner. Texture contrast (or duplex) soils are soil types which have a sandy to loamy topsoil abruptly overlying a clay subsoil and are prone to scalding (producing clay pans and hummocks).

4. The lessee must ensure areas with a slope greater than 2% remain uncultivated until any soil conservation measures documented in a plan approved by the Commissioner have been implemented at the lessee's expense.
5. The lessee must ensure incised drainage lines, other than man-made structures, which carry water after storms are left uncultivated in the channels and for a distance of at least 20 metres on either side of the banks of the channels except when the Commissioner specifies otherwise.
6. There shall be no cultivation within 80 metres of any established road used by the public.
7. The lessee must ensure stubble is retained on the soil surface and must not be burnt, except with the approval of the Commissioner or his delegate.
8. The lessee must undertake any appropriate measures, at his/her own expense, ordered by the Commissioner to rehabilitate any degraded cultivated areas.
9. The lessee must establish windbreaks at his/her own expense as may be ordered by the Commissioner to provide adequate protection of the soil.
10. The lessee shall not cultivate within Manie National Park without a valid consent.
11. The lessee shall not clear any native vegetation or remove any timber within the irrigation areas unless written approval has been granted by the appropriate authority.
12. The lessee shall undertake any appropriate measures, at his/her own expense, ordered by the Commissioner to rehabilitate any degraded cultivated areas.
13. The lessee shall ensure the monitoring regime of piezometers is established, in consultation with a suitably qualified engineer, to detect water logging of soils, rising salt levels in the soil and/or rising groundwater levels.
14. The lessee is authorised to cultivate (Irrigate) an area of 77 hectares as indicated by the crossed hatched area on the diagram below.



ALTERATION OF PURPOSE/CONDITIONS OF A WESTERN LANDS LEASE

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

*Administrative District – Balranald
Shire – Balranald, County – Taila*

The purpose of Western Lands Leases 1097 and 1409, being the land contained within Folio Identifiers 5816/768714 & 127/760761 have been altered from “Grazing” to “Grazing & Cultivation (Dryland)” effective from 2 November 2016.

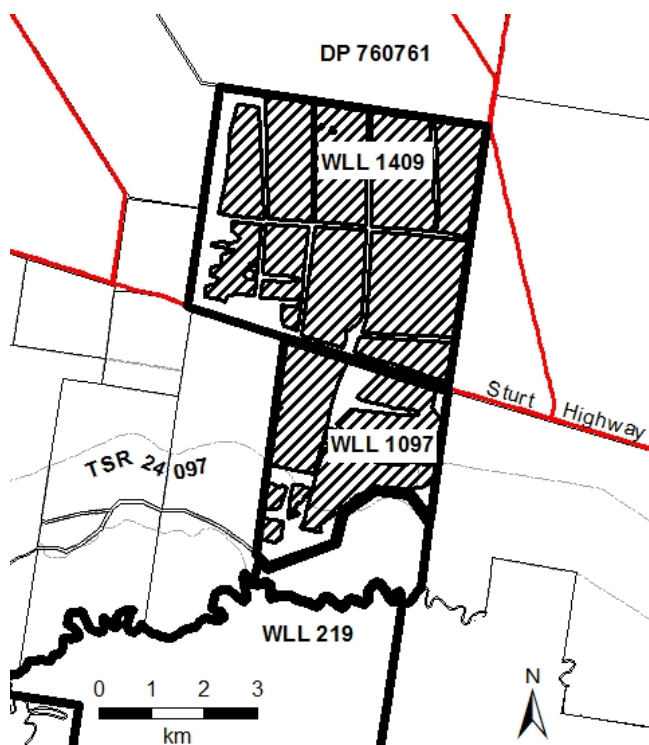
As a consequence of the alteration of purpose/conditions rent will be assessed annually in line with the *Western Lands Act 1901* and Regulations.

Special Conditions attached to Western Lands Lease 1097 & 1409

1. The lease shall only be used for the purpose of Grazing and Cultivation (Dryland).
2. The lessee must ensure that sandhills and other soils with a surface texture of loamy sand or coarser are left uncultivated unless specifically approved by the Commissioner.
3. The lessee must ensure land within 60 metres of any texture contrast or duplex soil area remains uncultivated except in accordance with a plan approved by the Commissioner. Texture contrast (or duplex) soils are soil types which have a sandy to loamy topsoil abruptly

overlying a clay subsoil and are prone to scalding (producing clay pans and hummocks).

4. The lessee must ensure areas with a slope greater than 2% remain uncultivated until any soil conservation measures documented in a plan approved by the Commissioner have been implemented at the lessee’s expense.
5. The lessee must ensure incised drainage lines, other than man-made structures, which carry water after storms are left uncultivated in the channels and for a distance of at least 20 metres on either side of the banks of the channels except when the Commissioner specifies otherwise.
6. There shall be no cultivation within 80 metres of any established road used by the public.
7. The lessee must ensure stubble is retained on the soil surface and must not be burnt, except with the approval of the Commissioner or his delegate.
8. The lessee must undertake any appropriate measures, at his/her own expense, ordered by the Commissioner to rehabilitate any degraded cultivated areas.
9. The lessee must establish windbreaks at his/her own expense as may be ordered by the Commissioner to provide adequate protection of the soil.
10. The lessee is authorised to cultivate (Dryland) an area of 679 hectares on WLL 1097 and 1806 hectares on WLL1409 as indicated by the hatched area on the diagram below.
11. The cultivation area on Western Lands Lease 1097 partially covers Travelling Stock Reserve 24907 and suitable arrangements must be made with the relevant Local Land Services Office immediately to allow for access when required. If suitable arrangements cannot be made with the relevant Local Land Services Office, the matter will be determined by the Commissioner.



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

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

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

*Administrative District – Walgett
Shire – Walgett, County – Finch*

The purpose of Western Lands Lease 15265 being the land contained within Folio Identifier 1/1222055 has been altered from “Grazing & Cultivation” to “Grazing” effective from 8 November 2016.

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

**Conditions and Reservations attached to
Western Lands Lease WII No 15265**

- 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 Industry 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) 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.
 - 20) The Crown shall not be responsible to the lessee or the lessee's successors in title for provision of access to the land leased.
 - 21) 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 Department has first been obtained and any condition to which the consent is subject under sub section (6) is complied with.
 - 22) 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.
 - 23) 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.
 - 24) 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.
 - 25) 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.
 - 26) 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.
 - 27) 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.
 - 28) 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.
 - 29) The lessee must not remove or permit any person to remove gravel, stone, clay, shells or other material for the purpose of sale from the land leased unless the lessee or the person is the holder of a quarry license under regulations made under the *Crown Lands Act 1989* or, in respect of land in 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.
 - 30) If the lessee is an Australian registered company then the following conditions shall apply:
 - a. 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.
 - b. 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.
 - c. 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.

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

Pursuant to section 34A (2) (b) of the *Crown Lands Act 1989*, the Crown reserve(s) specified in Column 2 of the Schedule is to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the Schedule where such use or occupation is other than the declared purpose of the reserve

The Hon NIALL BLAIR, MLC
Minister for Lands and Water

Schedule

Column 1

Column 2

Residence; Access;
Grazing; Cultivation

Reserve No 52291
Public Purpose: Travelling Stock,
Camping
Notified: 13 July 1917
File Reference: 16/08968
Reserve No 509
Public Purpose: Travelling Stock
Notified: 15 December 1879
File Reference: 16/08968
Reserve No 1024168
Public Purpose: Opal Mining and
Exploration and Public Access
Notified: 4 December 2009
File Reference: 16/08968

Water Notices

WATER MANAGEMENT ACT 2000

Section 142 (3)

Notice of Petition for a Private Water Supply District

Pursuant to section 142 of the *Water Management Act 2000* a petition has been received for a Private Water Supply District from Wah Wah Stock and Domestic Water Users Association Incorporated. Particulars of the petition including the plan showing the boundary of the private water supply district, the names and the titles are available for viewing at the office of the Department of Primary Industries Water, Yanco. Any queries please call (02) 6841 7447, Jeanette Nestor Water Regulation Officer.

Objections to the petition must be registered in writing to DPI Water, PO Box 717, Dubbo NSW 2830 within 28 days of the publication of this notice. The objection must include your name and address and specify the grounds of the objection.

Dated this 7th day of November 2016

The Hon NIALL BLAIR, MLC
Minister for Primary Industries
Minister for Lands and Water

Other Government Notices

ANTI-DISCRIMINATION ACT 1977

Exemption Order

Under the provisions of section 126 of the *Anti-Discrimination Act 1977* (NSW), an exemption is given from sections 25 and 51 of the *Anti Discrimination Act 1977* (NSW), to Eurobodalla Shire Council, to designate and recruit a horticulture apprentice position for women only.

This exemption will remain in force for 4 years.

Dated this 2nd day of November 2016

ELIZABETH WING
Acting President
Anti-Discrimination Board of NSW

ANTI-DISCRIMINATION ACT 1977

Exemption Order

Under the provisions of section 126 of the *Anti-Discrimination Act 1977* (NSW), an exemption is given from sections 25 and 51 of the *Anti Discrimination Act 1977* (NSW), to the University of Sydney, Faculty of Agriculture and Environment to offer a Postdoctoral Research Fellowship to women only.

This exemption will remain in force for 4 years.

Dated this 2nd day of November 2016

ELIZABETH WING
Acting President
Anti-Discrimination Board of NSW

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Incorporation Pursuant to Section 74

Take notice that the incorporation of the following associations is cancelled by this notice pursuant to section 74 of the *Associations Incorporation Act 2009*.

AUSTRALIAN ASSOCIATION OF FOOD PROFESSIONALS INCORPORATED	Y0366823
KIRRIBILLI SMALL BUSINESS NETWORK INCORPORATED	INC9889671
LIVE IT OUT INCORPORATED	INC9878559
LIVING AND LEARNING SERVICES FOR ADULTS WITH DISABILITIES INC	Y1360737
PROFESSIONAL HOUSEKEEPERS ASSOCIATION NSW INCORPORATED	INC9883220
SHORT SHARP DIGITAL INCORPORATED	INC9888583
SOCIETY OF EDITORS (NSW) INCORPORATED	Y2535130
SOUTHLAKES BONSAI CLUB INCORPORATED	INC9874271

WESTLAKES PALLIATIVE CARE GROUP INCORPORATED	Y2496745
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Cancellation is effective as at the date of gazettal.

Dated this 9th day of November 2016.

JODIE MATHESON
Delegate of the Commissioner
NSW Fair Trading

ASSOCIATIONS INCORPORATION ACT 2009

Cancellation of Registration Pursuant to Section 76

Take notice that the registration of the following associations is cancelled by this notice pursuant to section 76 of the *Associations Incorporation Act 2009*.

AFRICAN AUSTRALIAN CHRISTIAN COMMUNITY INCORPORATED	INC9892692
AUSTRALASIAN CARTRIDGE REMANUFACTURERS ASSOCIATION INCORPORATED	Y2363624
AUSTRALIAN RADON MITIGATION AND DETECTORS ASSOCIATION INCORPORATED	INC9895381
B.A.C. RUGBY LEAGUE WALGETT INCORPORATED	INC9878225
BINNAWAY RODEO & CAMPDRAFT COMMITTEE INC	Y0689105
BUNDEENA MAIANBAR YOUTH, COMMUNITY AND SPORTS ASSOCIATION INC	Y0922723
FREEDOM FOR THOSE ABUSED INC	INC9883432
GULGONG CHARITY B & S COMMITTEE INCORPORATED	Y2967043
GUY WALLACE FUND INCORPORATED	INC9884216
JIGGI VALLEY FARMERS LANDCARE INCORPORATED	INC9889086
JQMA OF NSW INCORPORATED	INC9884301
KIDZ BIZ GRIFFITH INCORPORATED	Y1935508
KOREAN SPORTS COUNCIL OF AUSTRALIA INCORPORATED	INC9877920
LAKESIDE COMMUNITY CARE INCORPORATED	INC9877197
MOVED INCORPORATED	INC9878990
NARCONON ANZO INCORPORATED	Y2844702

NEWCASTLE & DISTRICT RUGBY LEAGUE REFEREES' ASSOCIATION INC	Y1175238
NEWCASTLE AND DISTRICT RUGBY LEAGUE REFEREES ASSOCIATION INCORPORATED	Y2203604
NORTHERN DISTRICTS ITF TAEKWON-DO INCORPORATED	INC9888478
NOWRA WARRIORS R.L.F.C. INCORPORATED	Y1003620
PORTUGUESE SPEAKING ASSEMBLIES OF GOD INCORPORATED	INC9875809
RIVERINA DRAG RACERS INCORPORATED	Y2123748
ROLLING ARTS PROJECTS INCORPORATED	INC1400594
SERBIAN ORTHODOX WELFARE ASSOCIATION OF NSW INCORPORATED	Y2180831
SOUTH TWEED SENIOR RUGBY LEAGUE CLUB INCORPORATED	INC9876914
SUPPORT ISAADS AWARENESS INCORPORATED	INC9889721
SYDNEY ANGLER INCORPORATED	INC9886024
TAREE LEAGUES SOCIAL GOLF CLUB INCORPORATED	INC9876906
THE HOME ASSIST ASSOCIATION INCORPORATED	INC9874408
WINE COMMUNICATORS OF AUSTRALIA INCORPORATED	Y1139830

Cancellation is effective as at the date of gazettal.

Dated this 11th November 2016

CHRISTINE GOWLAND
 Delegate of the Commissioner
 NSW Fair Trading

CHARITABLE TRUSTS ACT 1993

Order under Section 12 Cy-Pres Scheme Relating to Western Sydney Local Health District Special Purpose and Trust Account 430053

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.

On 13 December 1991, a Special Purpose and Trust Funds Account 4350053 (the Account) was established at Mount Druitt Hospital for the benefit of the Coronary Care Unit of that Hospital. The Account balance was initially \$250.00. It now, funded by donations, is valued at around \$8,522.00. The funds in the Account have been used once by Mount Druitt Hospital to purchase a Holter Monitor which is a machine that records heart activity.

On 30 June 2014, in patient cardiology care at Mount Druitt Hospital ceased, when cardiology services were consolidated with Blacktown Hospital. Both Mount Druitt and Blacktown Hospitals are administered by the Western Sydney Local Health District (WSLHD). WSLHD has applied to the Attorney General for the establishment of a cy près scheme under the *Charitable Trusts Act 1993* to allow the funds in the Account to be used for research and patient care in the Coronary Care Unit of Blacktown Hospital. WSLHD is the legal successor to the Western Sydney Area Health Service, the health service responsible for Mount Druitt Hospital at the time of the establishment of the Account.

I have formed a view that the funds in the Account are held on trust for recognised charitable purposes. I consider that the original trust purpose has failed and 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*.

I have approved a recommendation that the Attorney General establish a cy-pres scheme pursuant to section 12 of the *Charitable Trusts Act 1993* to permit the funds in the Account to be applied cy près, for the continued benefit of the cardiology patient population of Western Sydney.

Therefore, pursuant to section 12 of the *Charitable Trusts Act*, I hereby order that the funds held in WSLHD Special Purpose and Trust Account 430053 be applied cy près for the benefit of research and patient care in the Coronary Care Unit at Blacktown Hospital.

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

Date of Order: 2 November 2016

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

COMPANION ANIMALS REGULATION 2008

ORDER

Organisations Approved by the Chief Executive, Local Government under Clause 16 (d) of the Companion Animals Regulation 2008

Pursuant to clause 16 (d) of the *Companion Animals Regulation 2008*, the organisation listed in Schedule 1 is hereby approved, subject to the conditions contained in Schedule 2.

Schedule 1

Name of organisation	Address of organisation
Arctic Breed Rescue	PO Box 5243 Chullora NSW 2190

Schedule 2

- The exemption under clause 16 (d) of the *Companion Animals Regulation 2008* from the requirements of section 9 of the *Companion Animals Act 1998* only applies to an animal in the custody of an organisation listed in Schedule 1:

- a) if the organisation is holding that animal for the sole purpose of re-housing the animal with a new owner; and
 - b) if the organisation maintains appropriate records that show compliance with the *Companion Animals Act 1998*, *Companion Animals Regulation 2008* and the Guidelines for Approval to be an Organisation Exempt from Companion Animal Registration under clause 16 (d) of the *Companion Animals Regulation 2008*; and
 - c) if the organisation maintains a register that is made available to the relevant local council and the Office of Local Government as requested. The Register must list the names of all carers involved in the rehoming of animals and the locations of all animals received under the exemption while in the custody of the organisation.
2. The exemption under clause 16 (d) of the *Companion Animals Regulation 2008* from the requirements of section 9 of the *Companion Animals Act 1998* expires five years from the date of this order, unless revoked or varied at an earlier time.

Date: 1 November 2016

MARK HELY
 Manager, Performance
 Office of Local Government

GEOGRAPHICAL NAMES ACT 1966

Proposal to Amend Locality Boundaries
 in the Gilgandra Local Government Area

Pursuant to the provisions of section 8 of the *Geographical Names Act 1966*, the Geographical Names Board hereby notifies that it proposes to amend the locality boundaries of Kickabil, Balladoran, Bearbong, Tooraweenah and Mendooran within the Gilgandra Local Government Area as shown on map GNB3076-2-A.

Map GNB3076-2-A may be viewed at the Gilgandra Government Access Centre at 20 Miller Street, Gilgandra from Tuesday 8th November 2016.

A copy of map GNB3076-2-A will also be on display at the office of the Geographical Names Board, 346 Panorama Avenue, Bathurst NSW 2795 during the above dates. Details of this proposal may also be viewed and submissions lodged on the Geographical Names Board's website at www.gnb.nsw.gov.au.

Any person wishing to make comment upon this proposal may, prior to Tuesday 13th December 2016, write to the Secretary of the Board with that comment. In accordance with section 9 of the *Geographical Names Act 1966* all submissions lodged may be subject to a freedom of information application and may be viewed by third party to assist the Board in considering this proposal.

NARELLE UNDERWOOD
 Chair
 Geographical Names Board

PARENTS AND CITIZENS ASSOCIATIONS 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. Captains Flat Public School
2. Marulan Public School
3. Mumbil Public School

Dated: 8 November 2016

MICHAEL WATERHOUSE
 General Counsel
 Department of Education

POISONS AND THERAPEUTIC GOODS REGULATION 2008

ORDER

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 Mr John CONTE (PHA0000973196), of Annandale, NSW 2038 prohibiting him until further notice, as a pharmacist, from supplying or having possession of, or manufacturing any preparation, admixture or extract of a drug of addiction as authorised by clauses 101 (1) and 102 of the Regulation.

This Order is to take effect on and from 11 November 2016.

Dated at Sydney, 4 November 2016.

ELIZABETH KOFF
 Secretary
 NSW Health

SURVEYING AND SPATIAL INFORMATION ACT 2002

Restoration of Name to the Register of Surveyors

Pursuant to the provisions of the *Surveying and Spatial Information Act 2002*, section 10A (3), the undermentioned Mining Surveyor Unrestricted has been restored to the Register of Surveyors.

Name	Date of Original Registration	Removal Date	Restoration Date
TIPPING Mark Stephen James	31 October 2003	1 September 2015	31 October 2016

NARELLE UNDERWOOD
 President

MICHAEL SPITERI
 Registrar



**Land and Environment
Court**
of New South Wales

**PRACTICE NOTE –
STRATA SCHEMES DEVELOPMENT PROCEEDINGS**

Name and commencement of Practice Note

1. This Practice Note is to be known as Practice Note – Strata Schemes Development Proceedings. It commences on 30 November 2016.

Application of Practice Note

2. This Practice Note applies to the following appeals, applications and proceedings under the *Strata Schemes Development Act 2015* that may be made to the Land and Environment Court:
 - (a) in Class 2 of the Court’s jurisdiction:
 - (i) an appeal under s 66 of the Strata Schemes Development Act against a decision of a local council to refuse an application for a strata certificate or to issue the strata certificate subject to a restrictive use condition (“s 66 appeal”);
 - (ii) an appeal under s 85 of the Strata Schemes Development Act against a decision of a planning authority to refuse an amendment of a strata development contract (“s 85 appeal”);
 - (iii) proceedings under s 86 of the Strata Schemes Development Act for approval of an amendment of a strata development contract that is not supported by a resolution of an owners corporation in accordance with s 84 of the Strata Schemes Development Act (“s 86 proceedings”);
 - (iv) proceedings under s 92 of the Strata Schemes Development Act for an order for extension or conclusion of a development scheme (“s 92 proceedings”); and



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- (b) in Class 3 of the Court’s jurisdiction: proceedings under s 179 of the Strata Schemes Development Act in which application is made for an order to give effect to a strata renewal plan for the collective sale or redevelopment of a strata scheme (“s 179 proceedings”);
3. These appeals, applications and proceedings are collectively referred to as “Strata Scheme Development proceedings”.

Purpose of Practice Note

4. The purpose of this practice note is to set out the case management procedures for the just, quick and cheap resolution of Strata Scheme Development proceedings.

Responsibility of parties, legal practitioners and agents

5. It is the responsibility of each party, its legal representatives and agents (as applicable) to consider the directions appropriate to be made in the particular case to facilitate the just, quick and cheap resolution of the real issues in the proceedings.
6. If a party reasonably considers that compliance with this practice note will not be possible, or will not be conducive to the just, quick and cheap resolution of the proceedings, the party should apply to be relieved from compliance on the basis that an alternative proposed regime will be more conducive to such resolution. In that event, the party is to notify other parties of the proposed alternative regime as soon as practicable and is to provide the Court with short minutes of proposed directions reflecting that alternative regime.

Legal practitioners and agents of parties to be prepared

7. Each party not appearing in person shall be represented before the Court by a legal practitioner (or an agent authorised by the party in writing to whom leave of the Court has been granted to appear for the party) familiar with the subject matter of the proceedings and with instructions sufficient to enable all appropriate orders and directions to be made.
8. Parties are to communicate prior to any attendance before the Court with a view to reaching agreement on directions to propose to the Court and



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preparation of agreed or competing short minutes recording the proposed directions.

Commencing Strata Scheme Development proceedings

9. Strata Scheme Development proceedings are to be commenced by filing in the Court an application in the form “Application Class 1, 2, 3” (Form B).
10. The application is to be made:
 - (a) in Class 2 of the Court’s jurisdiction for a s 66 appeal, s 85 appeal, s 86 proceedings and s 92 proceedings; and
 - (b) in Class 3 of the Court’s jurisdiction for s 179 proceedings.
11. The application is to be accompanied by the documents and information required by the Strata Schemes Development Act, including:
 - (a) for a s 66 appeal:
 - (i) the application for the strata certificate made to the local council (including any supporting documents and information lodged with the application);
 - (ii) any notice given by the local council under s 65 of the Strata Schemes Development Act; and
 - (iii) any notice given by the local council under s 54 of the Strata Schemes Development Act.
 - (b) for a s 85 appeal:
 - (i) the proposed amendment of the strata development contract for a strata scheme in the approved form; and
 - (ii) any notice given by the planning authority refusing the amendment of the strata development contract;



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- (c) for s 86 proceedings:
 - (i) the proposed amendment of the strata development contract for a strata scheme in the approved form;
 - (ii) any notice given by the planning authority approving or refusing the amendment of the strata development contract;
 - (iii) the notice of intention to move a motion supporting the amendment of the strata development contract given to a meeting of the owners corporation of the strata scheme;
 - (iv) any resolution of the owners corporation defeating the motion supporting the amendment of the strata development contract; and
 - (v) any refusal to consent to the amendment of the strata development contract of a mortgagee, chargee, covenant chargee or lessee of a lot in the strata scheme.

- (d) for s 92 proceedings: information in the application as to the time at which the development scheme would otherwise be concluded under s 89 of the Strata Scheme Development Act and the time to which the applicant applies to defer the conclusion of the development scheme or which the applicant applies to fix for the conclusion of the development scheme.

- (e) for s 179 proceedings:
 - (i) a copy of the strata renewal plan;
 - (ii) a copy of each support notice that is in effect under Part 10 of the Strata Schemes Development Act for the strata renewal plan;
 - (iii) the names of each dissenting owner and each registered mortgagee and covenant chargee of a dissenting owner's lot;
 - (iv) a declaration given by the owners corporation identifying the steps taken in preparing the plan and obtaining the required level of



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support in accordance with Part 10 of the Strata Schemes Development Act;

- (v) if the strata renewal plan is for a collective sale of a strata scheme:
 - i. a declaration given by the purchaser, if known, disclosing the nature of any relationship, whether personal or commercial, the purchaser may have with the owner of any lot in the scheme; and
 - ii. a report of an independent valuer that includes details of the market value of the whole building and its site (at its highest and best use) and details of the compensation value of each lot;

- (vi) if the strata renewal plan is for a redevelopment of a strata scheme:
 - i. a declaration given by the developer disclosing the nature of any relationship, whether personal or commercial, the developer may have with an owner of any lot in the scheme,
 - ii. a document specifying the amount to be paid to each dissenting owner for the owner's lot,
 - iii. a report of an independent valuer that includes details of the market value of the whole building and its site (at its highest and best use) and details of the compensation value of each dissenting owner's lot, and
 - iv. a document detailing enough financial information to show there is a secure source of finance for the carrying out of the proposed redevelopment under the strata renewal plan; and

- (vii) any other information or document about the proposed collective sale or redevelopment prescribed by any regulations made under the Strata Schemes Development Act.



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Parties to be named in the application commencing proceedings

12. The persons who are entitled to be an applicant commencing Strata Scheme Development proceedings are:
 - (a) for a s 66 appeal: the applicant for an application for a strata certificate made to a local council;
 - (b) for a s 85 appeal and s 86 proceedings: the applicant for an amendment of a strata development contract made to a planning authority;
 - (c) for s 92 proceedings: any person bound by a strata development contract;
 - (d) for s 179 proceedings: the owners corporation seeking an order to give effect to a strata renewal plan.

13. The persons who need to be named as respondents to Strata Scheme Development proceedings are:
 - (a) for a s 66 appeal: the local council to whom the application for a strata certificate has been made;
 - (b) for a s 85 appeal: the planning authority to whom the application for amendment of a strata development contract has been made;
 - (c) for s 86 proceedings and s 92 proceedings: no person need be named as a respondent in the application commencing the proceedings (but certain persons on whom the application must be served are entitled to become respondents to the proceedings: see s 86(4) and s 92(3));
 - (d) for s 179 proceedings: no person need be named as a respondent in the application commencing the proceedings (but certain persons on whom the application must be served under s 179(2) may apply to be joined as a party to the proceedings under s 181(6)).



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Application to extend time for appeal

14. If the period for making a s 66 appeal or s 85 appeal has expired, an applicant who wishes to make a s 66 appeal or a s 85 appeal may apply to the Court in the application filed for an order extending the period for making the appeal (see s 66(4) and s 85(3) of the Strata Scheme Development Act). The application for extension of time to appeal is to be accompanied by an affidavit in support explaining the reasons for the delay and why time to appeal should be extended.

Service

15. A copy of the application and any accompanying documents and information are to be served within 7 days of filing.
16. The application and any accompanying documents and information are to be served on the persons specified in the Strata Schemes Development Act, being:
- (a) for a s 66 appeal: the respondent local council;
 - (b) for a s 85 appeal: the respondent planning authority;
 - (c) for s 86 proceedings:
 - (i) each owner of a lot in the strata scheme, other than the developer,
 - (ii) each person, other than the applicant, who is the owner of a development lot,
 - (iii) each registered mortgagee, chargee, covenant chargee and lessee of a lot in the scheme,
 - (iv) if the strata scheme is a leasehold strata scheme - the lessor (unless the lessor is the developer),
 - (v) the owners corporation, and
 - (vi) the planning authority.
 - (d) for s 92 proceedings:
 - (i) the developer,



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- (ii) each owner of a lot in the strata scheme, other than the developer,
 - (iii) each registered mortgagee, chargee, covenant chargee and lessee of a lot in the scheme,
 - (iv) if the strata scheme is a leasehold strata scheme - the lessor (unless the lessor is the developer),
 - (v) the owners corporation,
 - (vi) the planning authority,
 - (vii) the Registrar-General, and
 - (viii) any other person directed by the Court.
- (e) for s 179 proceedings:
- (i) each owner of a lot in the strata scheme,
 - (ii) each registered mortgagee or covenant chargee of a dissenting owner's lot,
 - (iii) if the strata renewal plan is for a collective sale of a strata scheme - the proposed purchaser (if known),
 - (iv) if the strata renewal plan is for a redevelopment of a strata scheme - the local council and the proposed developer (if known), and
 - (v) any other person directed by the Court.

Proof of service

17. The applicant who serves the application is to complete an affidavit of service in accordance with Pt 35 r 35.8 of the *Uniform Civil Procedure Rules 2005* and Form 41: Affidavit of Service, establishing that the application has been served on each person required to be served. The affidavit is to include:
- (a) the date service was effected;
 - (b) the method of service;
 - (c) the name, address and occupation of the person serving the application;



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- (d) if the application was served personally, the person to whom it was delivered;
 - (e) if the application was served by post:
 - (i) the information (and the source of such information) the person relied on in obtaining the address to which it was posted, and
 - (ii) the time and place of posting,
 - (f) if the application was served by facsimile:
 - (i) the information (and the source of such information) the person relied on in obtaining the facsimile number to which it was sent, and
 - (ii) the date on which advice confirming successful transmission of the application was received,
 - (g) if the application was served by electronic communication (other than facsimile):
 - (i) the information (and the source of such information) the person relied on in obtaining the email address to which it was sent, and
 - (ii) the date on which the email was sent.
18. The applicant is to file the affidavit of service in the Court before or at the first directions hearing.

Return date of the application

19. The application will be given a return date before the Court at least 5 weeks after it is filed. On the return date, the first directions hearing will occur before the Registrar.

Notice of appearance by persons

20. The following persons on whom the application is required to be served may enter an appearance in the proceedings by filing a notice of appearance (in the approved Form 6A):



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- (a) for a s 66 appeal: the respondent local council;
 - (b) for a s 85 appeal: the respondent planning authority;
 - (c) for s 86 proceedings: each person entitled to be served with the application under s 86(3) of the Strata Schemes Development Act (see s 86(4)); and
 - (d) for s 92 proceedings: each person entitled to be served with notice of the application under s 92(2) of the Strata Schemes Development Act (see s 92(3)).
21. The time limited by Pt 6 r 6.10 of the *Uniform Civil Procedure Rules 2005* for entering an appearance is on or before the return date of the application.
22. Any person who enters an appearance, in accordance with para 18 of this Practice Note, in s 86 proceedings or s 92 proceedings will be joined as a respondent to the proceedings upon filing a notice of appearance.

Objection to application for an order to give effect to strata renewal plan

23. In s 179 proceedings, a dissenting owner and any person on whom notice of the application for an order to give effect to the strata renewal plan must be served under s 179(2)(b)–(e) of the Strata Schemes Development Act who wishes to file an objection to the application is, within 21 days after notice of the application is served on the person, to file the objection in the Court and serve the objection on the owners corporation bringing the proceedings.
24. The objection should:
- (a) specify the grounds of objection to the application; and
 - (b) address the matters of concern to the person in s 182(1) of the Strata Schemes Development Act with which the Court needs to be satisfied in order to make an order giving effect to the strata renewal plan.



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Application for joinder as a party to s 179 proceedings

25. A person who has filed an objection to the application may apply to the Court to be joined as a party to the s 179 proceedings. The application to be joined as a party is to be by notice of motion. The notice of motion is to be accompanied by an affidavit of the person explaining why the person should be joined as party to the proceedings. The person is to serve the notice of motion and affidavit on the parties to the proceedings.

The matters before the first directions hearing

26. Before the first directions hearing the parties are to discuss and endeavour to agree upon the estimated hearing time and the directions that the Court should make at the first directions hearing.

At the first directions hearing

27. The first directions hearing will be on the return date of the application. It will usually be conducted by the Registrar in a courtroom in the Court building at 225 Macquarie Street, Sydney. The location of the courtroom and the time of day the first directions hearing is listed should be shown on the Court Lists posted on a notice board in the foyer of the building and on the Court's website under Court Lists in the afternoon of the day before the directions hearing.
28. For proceedings concerning land outside the Sydney metropolitan area, the first directions hearing may be held by means of a telephone conference between the Court and the parties. A party who seeks for the first directions hearing to be held by means of a telephone conference may apply to the Court, by letter or through online court, at least 7 days before the date of the first directions hearing, for this to occur. The Registrar of the Court will determine the application in chambers and, if granted, make the appropriate arrangements for the telephone conference.
29. At the first directions hearing the Court will usually make directions in accordance with the usual directions for the applicable type of Strata Scheme Development proceedings in Schedule A hereto.



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30. At the first directions hearing the parties are to hand to the Court agreed or competing short minutes of the directions they propose the Court should make.
31. Any party who wishes to issue a subpoena or notice to produce should advise the Court at the first directions hearing. A party who is not represented by a solicitor needs to obtain the leave of the Court to issue a subpoena (see r 7.3(1) of the *Uniform Civil Procedure Rules 2005*). Any application for leave to issue a subpoena will be dealt with at the first directions hearing or otherwise the Court will fix a date for hearing the application. If subpoenas or notices to produce are issued, the usual directions may need to be adjusted to accommodate these processes.
32. For a s 66 appeal and s 85 appeal, the parties are to inform the Court whether there is any reason for the proceedings not to be fixed for a conciliation conference under s 34 of the *Land and Environment Court Act 1979*. If the Court arranges a conciliation conference, the usual directions may need to be adjusted.
33. For s 86 proceedings, s 92 proceedings and s 179 proceedings, the parties are to inform the Court whether it is appropriate to refer the proceedings for mediation under s 26 of the *Civil Procedure Act 2005*. If proceedings are referred for mediation the usual directions may need to be adjusted.
34. If it is appropriate to arrange a conciliation conference or refer proceedings for mediation, the proceedings will usually be fixed for the conciliation conference or mediation:
 - (a) for short matters, before the Duty Commissioner on the next available Friday or
 - (b) for other matters, within 14 days,subject to the availability of the Court.
35. If the parties are in dispute as to any proposed directions, they are to briefly inform the Court of the nature of the dispute and their estimate of how long a hearing of the dispute will take. If practicable, the Court will determine the



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dispute at that directions hearing or otherwise it will fix a date for the hearing of the dispute.

36. Any application for an extension of time to make a s 66 appeal or s 85 appeal will, if practicable, be dealt with by the Court at the first directions hearing or otherwise the Court will fix a date for hearing the application.
37. Any application for joinder of a person as a party to s 179 proceedings will, if practicable, be dealt with by the Court at the first directions hearing or otherwise the Court will fix a date for the hearing the application.

Service of directions on absent party

38. If a party is absent when directions are made, the party who is present is to serve a copy of the directions on the absent party within three working days. Unless the Court otherwise directs, the party who is present is also to file an affidavit of service at least one working day before the matter is next listed before the Court, except where the party who is present mentioned the matter on behalf of the absent party.

Parties to seek directions before adducing expert evidence

39. A party intending to adduce expert evidence at the hearing of any Strata Scheme Development proceeding must apply for directions from the Court under Pt 31 r 31.19 of the *Uniform Civil Procedure Rules 2005* permitting the adducing of expert evidence. The application is to specify the expert evidence sought to be adduced and the directions sought, including any directions under r 31.20 of the *Uniform Civil Procedure Rules 2005*.
40. The application for directions is to be by notice of motion. The notice of motion is to be accompanied by an affidavit explaining the expert evidence sought to be adduced and why the use of that expert evidence should be permitted, including why that expert evidence relates to a real issue in the proceedings and is reasonably required to resolve that issue.
41. If practicable, the Court will determine the application for directions at the first directions hearing or otherwise it will fix a date for hearing the application.



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42. A party may not adduce expert evidence at the hearing of any Strata Scheme Development proceeding unless the Court has given directions permitting the adducing of that expert evidence and the adducing of that expert evidence is in accordance with those directions.

The hearing

43. All issues the subject of the appeal or proceedings are to be dealt with at the hearing. No issue will be separately determined unless the Court so orders.

Breach of the Court's directions

44. If there is any significant breach of the Court's directions sufficient to cause slippage in a timetable, the parties must promptly, by Online Court request or fax to the Registrar, restore the matter to the next directions hearing list before the Registrar. The party in breach or a legal practitioner with knowledge of the reasons for the breach must serve an affidavit no later than 4.00pm on the preceding day which identifies the breach, explains the reasons for the breach and proposes directions to be made in consequence of the breach. The party must file the affidavit in Court at that directions hearing.
45. A failure by one party to comply with the Court's directions will not be considered an adequate excuse for any failure to comply by another party. If proposed directions vary an existing timetable there must also be a direction to vacate previous directions that can no longer be maintained, including for dates for directions hearings or the hearing of motions.

Liberty to restore

46. Parties have general liberty to restore the proceedings to the Court on three working days' notice, or less if urgency requires it. A party seeking to do so is to make prior arrangements with, or give appropriate notice to, any other party, and send an Online Court request or fax to the Registrar.

Adjournments

47. Proceedings will not be adjourned generally. They will only be adjourned to a specific date.



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Applications to vacate hearing dates

48. Hearing dates will not generally be vacated and will not be vacated merely because the parties consent to the vacation. Applications to vacate hearing dates are to be by notice of motion, with an affidavit in support explaining the circumstances of the application and the reasons the hearing date should be vacated.

Application for final orders by consent of parties

49. Any application for consent final orders in Strata Scheme Development proceedings will be listed before the Court for determination. The parties will be required to present such evidence as is necessary to allow the Court to determine whether it is lawful and appropriate to make the consent final orders under the Strata Schemes Development Act.

Co-operation

50. The Court expects parties and legal practitioners to work cooperatively to implement this Practice Note in a practical and sensible way to ensure that it achieves its intended purpose.

Costs

51. If a breach of the Court's directions or this Practice Note causes costs to be thrown away, a party or legal practitioner responsible for the breach may be ordered to pay those costs.
52. The cost of unnecessary photocopying and assembly of documents is unacceptable. Legal practitioners for the parties are to consider carefully the documents necessary to be tendered. Excessive documents may attract adverse costs orders.

***The Honourable Justice Brian J Preston
Chief Judge
Date: 31 October 2016***



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SCHEDULE A

USUAL DIRECTIONS

A. For a s 66 appeal:

1. The appeal is listed for hearing on [date not less than 8 weeks to accommodate directions below] at [location of hearing].
2. The appeal is listed for a conciliation conference under s 34 of the *Land and Environment Court Act 1979* on [date] at [location].
3. By [date 7 days], the respondent local council is to file and serve its statement of facts and contentions in accordance with Schedule B.
4. By [date 14 days], the applicant is to file and serve any statement of facts and contentions in reply. This statement is not to repeat any facts not in dispute.
5. By [date 21 days], the applicant is to file and serve the evidence on which the applicant will rely, including any statements of evidence, expert reports and documents (the documents being collated in a bundle and paginated).
6. By [date 5 weeks], the respondent local council is to file and serve the evidence on which it will rely, including any statements of evidence, expert reports and documents (the documents being collated in a bundle and paginated).
7. By [date 6 weeks], the applicant is to file and serve any evidence in reply.
8. The applicant, at least 7 days before the hearing, is to file and serve an outline of submissions.



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9. The respondent local council, at least 4 days before the hearing, is to file and serve an outline of submissions.
10. The applicant, at least one day before the hearing, is to file and serve an outline of submissions in reply if the applicant considers a reply is needed.
11. The parties are to promptly notify the Court if there is any material slippage in the timetable and, if appropriate, relist the matter.
12. Liberty to restore on 3 working days' notice.

B. For a s 85 appeal:

1. The appeal is listed for hearing on [date not less than 8 weeks to accommodate directions below] at [location of hearing].
2. The appeal is listed for a conciliation conference under s 34 of the *Land and Environment Court Act 1979* on [date] at [location].
3. By [date 7 days], the respondent planning authority is to file and serve its statement of facts and contentions in accordance with Schedule B.
4. By [date 14 days], the applicant is to file and serve any statement of facts and contentions in reply. This statement is not to repeat any facts not in dispute.
5. By [date 21 days], the applicant is to file and serve the evidence on which the applicant will rely, including any statements of evidence, expert reports and documents (the documents being collated in a bundle and paginated).



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6. By [date 5 weeks], the respondent planning authority is to file and serve the evidence on which it will rely, including any statements of evidence, expert reports and documents (the documents being collated in a bundle and paginated).
7. By [date 6 weeks], the applicant is to file and serve any evidence in reply.
8. The applicant, at least 7 days before the hearing, is to file and serve an outline of submissions.
9. The respondent planning authority, at least 4 days before the hearing, is to file and serve an outline of submissions.
10. The applicant, at least one day before the hearing, is to file and serve an outline of submissions in reply if the applicant considers a reply is needed.
11. The parties are to promptly notify the Court if there is any material slippage in the timetable and, if appropriate, relist the matter.
12. Liberty to restore on 3 working days' notice.

C. For s 86 proceedings:

1. The proceedings are listed for hearing on [date not less than 8 weeks to accommodate directions below] at [location of hearing].
2. The proceedings are referred to mediation under s 26 of the *Civil Procedure Act 2005* on [date] at [location].



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3. By [date 14 days], the applicant is to file in the Court and serve on each respondent the evidence on which the applicant will rely, including any statements of evidence, expert reports and documents (the documents being collated in a bundle and paginated).
4. By [date 28 days], each respondent is to file and serve the evidence on which it will rely, including any statements of evidence, expert reports and documents (the documents being collated in a bundle and paginated).
5. By [date 5 weeks], the applicant is to file in the Court and serve on each respondent any evidence in reply.
6. The applicant, at least 7 days before the hearing, is to file and serve an outline of submissions.
7. Each respondent, at least 4 days before the hearing, is to file and serve an outline of submissions.
8. The applicant, at least one day before the hearing, is to file and serve an outline of submissions in reply if the applicant considers a reply is needed.
9. The parties are to promptly notify the Court if there is any material slippage in the timetable and, if appropriate, relist the matter.
10. Liberty to restore on 3 working days' notice.

D. For s 92 proceedings:

1. The proceedings are listed for hearing on [date not less than 8 weeks to accommodate directions below] at [location of hearing].



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2. The proceedings are referred to mediation under s 26 of the *Civil Procedure Act 2005* on [date] at [location].
3. By [date 14 days], the applicant is to file in the Court and serve on each respondent the evidence on which the applicant will rely, including any statements of evidence, expert reports and documents (the documents being collated in a bundle and paginated).
4. By [date 28 days], each respondent to file and serve the evidence on which it will rely, including any statements of evidence, expert reports and documents (the documents being collated in a bundle and paginated).
5. By [date 5 weeks], the applicant is to file in the Court and serve on each respondent any evidence in reply.
6. The applicant, at least 7 days before the hearing, is to file and serve an outline of submissions.
7. Each respondent, at least 4 days before the hearing, is to file and serve an outline of submissions.
8. The applicant, at least one day before the hearing, is to file and serve an outline of submissions in reply if the applicant considers a reply is needed.
9. The parties are to promptly notify the Court if there is any material slippage in the timetable and, if appropriate, relist the matter.
10. Liberty to restore on 3 working days' notice.



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E. For s 179 proceedings:

1. The proceedings are listed for hearing on [date not less than 9 weeks to accommodate directions below] at [location of hearing].
2. The proceedings are referred to mediation under s 26 of the *Civil Procedure Act 2005* on [date] at [location].
3. By [date 7 days], each respondent is to file in the Court and serve on the applicant a statement of facts and contentions identifying and giving particulars of:
 - (a) the grounds on which the respondent objects to the application for an order to give effect to the strata renewal plan;
 - (b) the matters of concern to the respondent in s 182(1) of the Strata Schemes Development Act; and
 - (c) the order or orders that the respondent contends that the Court should make, including to vary the strata renewal plan.
4. By [date 14 days], the applicant is to file in the Court and serve on each respondent any statement of facts and contentions in reply.
5. By [date 21 days], the applicant is to file in the Court and serve on each respondent the evidence on which the applicant will rely, including any statements of evidence and documents (collated in a bundle and paginated).



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6. By [date 5 weeks], each respondent is to file and serve the evidence on which it will rely, including any statements of evidence and documents (collated in a bundle and paginated).
7. By [date 6 weeks], the applicant is to file in the Court and serve on each respondent any evidence in reply.
8. The applicant, at least 7 days before the hearing, is to file and serve an outline of submissions.
9. Each respondent, at least 4 days before the hearing, is to file and serve an outline of submissions.
10. The applicant, at least one day before the hearing, is to file and serve an outline of submissions in reply if the applicant considers a reply is needed.
11. The parties are to promptly notify the Court if there is any material slippage in the timetable and, if appropriate, relist the matter.
12. Liberty to restore on 3 working days' notice.



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Schedule B

Requirements for statement of facts and contentions by respondent

1. The statement is to be as brief as reasonably possible.
2. The statement is to be divided into two parts – Part A Facts and Part B Contentions.
3. An authorised officer of the respondent is to sign and date the statement.

Part A Facts

4. In Part A Facts, the respondent is to:
 - (a) **the application:** identify the relevant application or any decision on the application, including the application number, the date of the application and the date of decision;
 - (b) **the land:** identify the land to which the application relates, including street address, lot and deposited plan, and strata plan (as relevant);
 - (c) **the applicable statutory provisions:** identify the particular statutory provisions relevant to the making and determination of the application, including any matters that are required to be considered or satisfied prior to the approving of any application;
 - (d) **actions of the respondent:** provide details of any notification process and its results, details of any inspection and its results, the decision of the respondent, the notice of the respondent's decision, and if the decision was a refusal, the grounds for refusal; and
 - (e) **compliance with statutory requirements:** provide details of each applicable statutory provision that the respondent agrees has been satisfied, including details of how it has been satisfied.
5. Part A Facts is not to include matters of opinion.



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Part B Contentions

6. In Part B Contentions, the respondent is to identify:
- (a) each fact, matter or circumstance that the respondent contends requires or should cause the Court, in exercising the functions of the respondent on the appeal, to refuse the application;
 - (b) in a s 66 appeal where a notice of the grounds of refusal was given under s 65 of the Strata Schemes Development Act, each ground of refusal that it continues to press;
 - (c) in a s 66 appeal where an application is taken to have been refused under s 66(2) of the Strata Schemes Development Act, the grounds on which the respondent contends the application should be refused;
 - (d) in a s 66 appeal concerning a restrictive use condition, each fact, matter or circumstance that the respondent contends requires the imposition of the condition; and
 - (e) in a s 85 appeal, each ground of refusal stated in the notice given under s 85(1) of the Strata Schemes Development Act that the respondent continues to press.
7. In Part B Contentions, the respondent is to:
- (a) focus on issues genuinely in dispute;
 - (b) have a reasonable basis for the contentions;
 - (c) present contentions clearly, succinctly and without repetition and not by way of submission; and
 - (d) where the respondent contends there is insufficient information to assess any relevant matter, list the information the respondent contends is required.

COUNCIL NOTICES

BATHURST REGIONAL COUNCIL

ROADS ACT 1993
Section 10

Dedication of Land as a Public Road

Notice is hereby given that in accordance with section 10 of the *Roads Act 1993*, the land described in the Schedule below is dedicated as a Public Road.

DAVID JOHN SHERLEY, General Manager, Bathurst Regional Council, Private Mail Bag 17, Bathurst NSW 2795

Schedule

Lots 1, 2 and 3 in DP1200594 being land situated on Rivulet Road, Peel. [8890]

BEGA VALLEY SHIRE COUNCIL

ROADS ACT 1993
Naming of Roads

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

Name	Locality
GUGUNYAL ROAD	Greendale, Mumbulla Mountain, Wapengo

Description

Gugunyal Road is the new Aboriginal name for the road previously known as Mumbulla Trig Road and extends westwards from Mumbulla Creek Falls Road to end of road. Gugunyal is the Aboriginal word for Kookaburra in Dhurga language.

Name	Locality
BURU ROAD	Coolagolite

Description

Buru Road is the new Aboriginal name for the road previously known as Kangaroo Ridge Trail and lies within the Biamanga National Park extending between the intersection of Myrtle Creek Trail/Westrops Road and Nutleys Creek Road. Buru is the Aboriginal word for Kangaroo in Dhurga language.

Name	Locality
NGARAL ROAD	Murrah

Description

Ngaral Road is the new Aboriginal name for the road previously known as Loop Road and lies within the Biamanga National Park extending westwards from Correa Road. Ngaral is the Aboriginal word for Black Cockatoo in Dhurga language.

Name	Locality
GAWANGGAL TRAIL	Coolagolite, Murrah

Description

Gawanggal Trail is the new Aboriginal name for the road previously known as The Honeymoon Firetrail and extends from Murrah River Forest Road north to Siltstone Firetrail within the Biamanga National Park. Gawanggal is the Aboriginal word for Honey in Dhurga language.

Name	Locality
YUWIYA TRAIL	Coolagolite

Description

Yuwiya Trail is the new Aboriginal name for the road previously known as Myrtle Creek Trail within the Biamanga National Park and extends from Nutleys Creek Trail to the intersection of Westrops Road and Kangaroo Ridge Trail. Yuwiya is the Aboriginal word for Myrtle in Dhurga language.

Name	Locality
WAMBAARA TRAIL	Dignams Creek

Description

Wambaara Trail is the new Aboriginal name for the road previously known as Green Bay Trail and lies within the Gulaga National Park extending from Wallaga Trail north east to end of road. Wambaara is the Aboriginal word for Black Duck in Dhurga language.

Name	Locality
GURAWARI TRAIL	Dignams Creek

Description

Gurawari Trail is the new Aboriginal name for the road previously known as Long Bay Trail and lies within the Gulaga National Park extending from Wallaga Trail in an easterly direction to end of road. Gurawari is the Aboriginal word for Swan in Dhurga language.

Name	Locality
GAMBAAWA TRAIL	Dignams Creek

Description

Gambaawa Trail is the new Aboriginal name for the road previously known as Meads Trail and lies within the Gulaga National Park extending from Wallaga Trail in a southerly direction to end of road. Gambaawa is the Aboriginal word for Koala in Dhurga language.

LEANNE BARNES, General Manager, Bega Valley Shire Council, PO Box 492, Bega NSW 2550
GNB Ref: 0293 [8891]

CAMPBELLTOWN CITY COUNCIL

ROADS ACT 1993
Naming of Roads

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

Name ROSSLYN DRIVE	Locality Claymore	Description The cul-de-sac providing frontages to lots 401-428 DA10/77 (see attached layout plan).
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Description
The new entry road into the Claymore Urban Renewal Project, between Badgally Road and Dobell Road.

Name GLENROY DRIVE	Locality Claymore
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Description
Renaming of a section of Dobell Road, between Badgally Road and its intersection with Gould Road.

LINDY DEITZ, General Manager, Campbelltown City Council, PO Box 57, Campbelltown NSW 2560
GNB Ref: 0291 [8892]

CENTRAL COAST COUNCIL

ERRATUM

In the notice referring to the Naming of Public Roads in the Gosford City Council Area, folio 2804, 14 October 2016, the council name Gosford City Council was incorrect. The correct council for this road name is Central Coast Council. This notice corrects that error. The date of gazettal remains 14 October 2016. [8893]

HAWKESBURY CITY COUNCIL

ROADS ACT 1993

Section 10

Dedication of Land as Public Road

Notice is hereby given by Hawkesbury City Council, pursuant to section 10 of the *Roads Act 1993*, that the land described in the Schedule below is hereby dedicated as public road. Dated at Windsor 2nd November 2016.

LAURIE MIFSUD, Acting General Manager, Hawkesbury City Council, 366 George Street, Windsor NSW 2756.

Schedule

Lot 2 in Deposited Plan 1222864 [8894]

LISMORE CITY COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name TALBOT CLOSE	Locality Boat Harbour
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Description
The cul-de-sac providing frontages to lots 301-306 DA10/77 (see attached layout plan).

Name SPURFIELD ROAD	Locality Boat Harbour
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Name MANI RIDGE	Locality Koonorigan
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Description
Renaming the existing no through road currently named "Gordon Road South" Road, Koonorigan. Road is due north of Hayden Road, Koonorigan and south of Gordon Road, Koonorigan.

Name ELEANOR PLACE	Locality Boat Harbour
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Description
New road name for cul-de-sac providing frontages to lots 307-313 DA10/77 (see attached layout plan).

GARY MURPHY, General Manager, Lismore City Council, PO Box 23A, Lismore NSW 2480
GNB Ref: 0295 [8895]

MID-WESTERN REGIONAL COUNCIL

ROADS ACT 1993

Section 162

**Correction of Public Road Name
Gooree Lane & Smedes Lane**

Notice is hereby given that in accordance with section 162 of the *Roads Act 1993*, as amended, Council has named the road shown hereunder:

Location Public Road running east off Wilbetree Road to terminate at Lot 48 DP 755453 in the Locality of WILBETREE. Previously known as Goree Lane	Name Gooree Lane
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Public Road running west off Durridgerie Road in the Locality of TURILL. Previously known as Smedes Road	Name Smedes Lane
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BRAD CAMM, General Manager, PO Box 156, 86 Market Street, Mudgee NSW 2850, tel.: (02) 63782850, fax: (02) 63782815, email: council@midwestern.nsw.gov.au [8896]

PENRITH CITY COUNCIL

Pursuant to clause 9 of the *Roads Regulation 2008*, notice is hereby given of the naming of the following road/s.

Name Location
Johnson Place, Cranebrook
Salmon Close, Cranebrook
Renshaw Street, Cranebrook

Willett Close, Cranebrook

Wianamatta Parkway, Llandilo

Ashgrove Close, Llandilo

Brigade Street, Llandilo

Cadet Circuit, Llandilo

Cavalry Street, Llandilo

Corporal Way, Llandilo

Garrison Road, Llandilo

Lance Place, Llandilo

Private Circuit, Llandilo

Colonel Lane, Llandilo

Flotilla Circuit, Llandilo

Military Close, Llandilo

Navy Road, Llandilo

Armoury Road, Llandilo

Artillery, Llandilo

Bivouac, Llandilo

Epaulet, Llandilo

Lieutenant, Llandilo

Radar, Llandilo

Regiment, Llandilo

Tannery, Llandilo

For further information please contact The General Manager, Mr ALAN STONEHAM, Penrith City Council on 02 4732 7777. [8897]

SHOALHAVEN CITY COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
GLADIOLI VISTA	Bomaderry

Description

Private road created in the Community Title Development of Lot 51 DP 1011824, off Tartarian Crescent to Theodore Place.

RUSS PIGG, General Manager, Shoalhaven City Council, PO Box 42, Nowra NSW 2541

GNB Ref: 0292 [8898]

TAMWORTH REGIONAL COUNCIL

Notification of Adoption of Pesticide Use Notification Plan

At the September 2016 Ordinary Council Meeting, Council resolved to adopt the Pesticide Use Notification Plan 2016–2021. The plan explains how Council will notify members of the community about the use of pesticides in public places that it owns or controls. The following information is included in the plan;

- The categories of outdoor public places where pesticides will be used.
- A description of user groups who may use these public places, and an estimate of the level of the use.

- How and when people will be informed of the proposed use of pesticides in these areas.
- What information will be provided to the community.
- How future reviews of the pesticide use notification plan will be conducted.
- Contact details for further information.

The Plan may be viewed on Council's Web site at: www.tamworth.nsw.gov.au [8899]

THE HILLS SHIRE COUNCIL

ROADS ACT 1993

Section 10

Notice is hereby given that The Hills Shire Council dedicates the land described in the schedule below as public road under section 10 of the *Roads Act 1993*.

General Manager, The Hills Shire Council, 3 Columbia Court, Baulkham Hills NSW 2153

Schedule

All that piece or parcel of land known as Lot 1 in DP 1199849 in The Hills Shire Council, Parish of Castle Hill, County of Cumberland, and as described in Folio Identifier 1/1199849 [8900]

THE HILLS SHIRE COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
POSSUM PLACE	Glenorie

Description

Extending in a northerly direction from Neich Road for approximately 36 meters before turning sharply in a westerly direction for approximately 55 meters ending in a cul-de-sac.

Name	Locality
WHITSUNDAY CIRCUIT	Kellyville

Description

Extending in a northerly direction from Heath Road before turning in an easterly direction for a short extent and then heading back in a southerly direction to meet with Heath Road

Name	Locality
LINDEMAN CLOSE	Kellyville

Description

Extending in a southerly direction from Werakata Crescent ending in a culdesac

DAVE WALKER, General Manager, The Hills Shire Council, 3 Columbia Court, Baulkham Hills NSW 2153.

GNB Ref: 0290 [8901]

UPPER HUNTER SHIRE COUNCIL

ROADS ACT 1993

Naming of Roads

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

Name	Locality
ROSE BUSH LANE	Murrurundi

Description

Lane off O'Connell At Murrurundi

WAID CROCKETT, General Manager, Upper Hunter Shire Council, 135 Liverpool Street, PO Box 208, Scone NSW 2337.

GNB Ref: 0288

[8902]