



Queensland Government Gazette

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General Gazette Notices

All submissions to the General Gazette
must be received before
12 noon on Wednesdays.

For example:

Departmental Notices
Disposal of Unclaimed Goods
Land sales / Resumption of Land
Meeting Notices
Dissolution of Partnership Notices
Unclaimed Monies

Email your submission in Word or PDF Format to:
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A proof is formatted and emailed to
you along with a quotation for your
approval. Payment indicates the
proof is approved to be published.

The **final approval** to publish must be
completed by **close of business Wednesday**
to be included in Friday's Gazette

The weeks Combined Gazette is placed online
Friday morning and can be downloaded
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EXTRAORDINARY

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MONDAY 4 JULY 2016

[No. 52

Economic Development Act 2012

**NORTHSHORE HAMILTON
PRIORITY DEVELOPMENT AREA
VESTING UNALLOCATED STATE LAND UNDER SECTION 125(1)(b)
OF THE *ECONOMIC DEVELOPMENT ACT 2012***

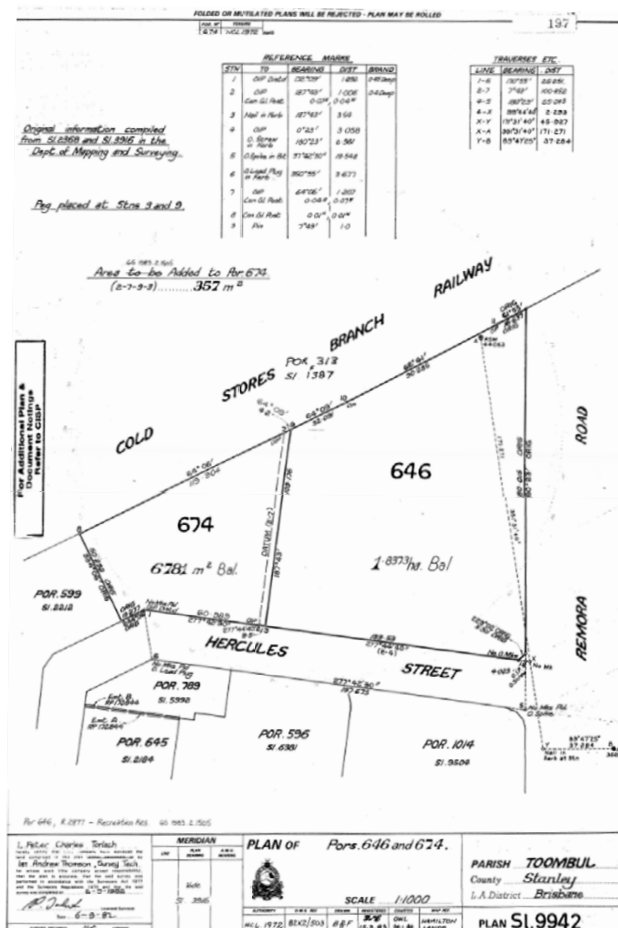
Under the provisions of section 125(1)(b) of the *Economic Development Act 2012* (the Act) the Minister for Economic Development Queensland (the MEDQ) has the power to vest Unallocated State Land in a priority development area, in fee simple, in the MEDQ.

The MEDQ declares that from 4th July 2016 Unallocated State Land in the Northshore Hamilton Priority Development Area is vested in the MEDQ in fee simple.

The vesting is of Lot 674 on Crown Plan SL9942 with title Reference 47045852 (shown on the plan) and comprising an area of 6,781m².

For more information on the Minister for Economic Development Queensland:

Phone: 07 3452 7880
Website: www.dilgp.qld.gov.au



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Queensland Government Gazette

NATURAL RESOURCES AND MINES

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[No. 53

Land Act 1994
Land Regulation 2009

**DECLARATION OF HARDSHIP AREA NOTICE (No 01)
2016**

Short title

1. This notice may be cited as the *Declaration of Hardship Area Notice (No 01) 2016*.

Hardship Area [s.40D of the Regulation]

2. Notice is given that the Governor in Council has declared the area or particular tenures stated in the Schedule as a hardship area due to the area or tenure being severely affected by—

- (a) natural disaster; or
- (b) adverse economic conditions.

SCHEDULE

(1) All tenures defined under section 28 of the Regulation within (a) the following drought declared and partially drought declared local government areas and (b) those Individual Drought Declared Properties outside these areas:

(a)		
Balonne	Banana	Barcaldine
Barcoo	Blackall/Tambo	Boulia
Bulloo	Burdekin	Burke
Carpentaria	Central Highlands	Charters Towers
Cook	Croydon	Diamantina
Doomadgee	Etheridge	Flinders
Goondiwindi	Isaac	Kowanyama
Longreach	Maranoa	Mareeba
McKinlay	Mount Isa	Murweh
Paroo	Pormpuraaw	Quilpie
Richmond	Southern Downs	Tablelands
Toowoomba	Townsville	Western Downs
Whitsunday	Winton	Woorabinda

(b) Title Reference

17572009	17665185	40051279
17646193	17665198	40054889
17646198	17665209	40055923
17647140	17665217	40055924
17650068	17665222	40055953
17650078	17665223	40055954
17650079	17666017	40055955
17655193	17668104	40055963
17655202	17668123	40055966
17657025	17668126	40055967
17657248	17669040	40059115
17658079	17669184	40060919
17664027	17669198	40064172
17664029	17717170	40065141

17664030	40006350	40067151
17664051	40015126	40068710
17664060	40022977	40015344
17664124	40032355	
17664131	40037492	

- (2) The annual rental for these tenures is wholly deferred.
- (3) The deferral applies for the yearly rental period expiring on 30 June 2017.

ENDNOTES

1. Made by the Governor in Council on 7 July 2016.
2. Published in the Gazette on 8 July 2016.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.

Water Act 2000

**APPROVAL OF A RESOURCE OPERATIONS PLAN
NOTICE (No 01) 2016**

Short title

1. This notice may be cited as the *Approval of a Resource Operations Plan Notice (No 01) 2016*.

Notice of document [s.103(5) of the Act]

2. Notice is given that the Governor in Council on 7 July 2016 approved a resource operations plan titled "Wet Tropics Resource Operations Plan".

The "Wet Tropics Resource Operations Plan" takes effect from the first business day after publication of the notice.

ENDNOTES

1. Made by the Governor in Council on 7 July 2016.
2. Published in the Gazette on 8 July 2016.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Natural Resources and Mines.

Land Act 1994

**OBJECTIONS TO PROPOSED ROAD CLOSURE
NOTICE (No 26) 2016**

Short title

1. This notice may be cited as the *Objections to Proposed Road Closure Notice (No 26) 2016*.

Application for road closure [s.100 of the Act]

2. Applications have been made for the permanent closure of the roads mentioned in the Schedule.

Objections

3.(1) An objection (in writing) to the proposed road closures mentioned in the Schedule may be lodged with the Executive Director, Department of Natural Resources and Mines, at the

regional office for the region in which the road is situated.

(2) Latest day for lodgement of objections is **18 August 2016**.

(3) Any objections received may be viewed by other parties interested in the proposed road closure under the provisions of the *Right to Information Act 2009*. If you lodge an objection, please include in your objection letter whether you would like to be consulted if this issue becomes the subject of an access request under the *Right to Information Act 2009*.

Plans

4. Inspection of the plans of the proposed road closures may be made at-

- the Department of Natural Resources and Mines Offices at Bundaberg and Charleville; and
- the Local Government Offices of Bundaberg Regional and Bulloo Shire;

for a particular plan in that district or that local government area.

SCHEDULE

PERMANENT CLOSURE

South Region, Bundaberg Office

1 An area of about 2.89 ha abutting the northern boundary of Lot 1 on RP144822 (locality of South Kolan) and shown as road proposed to be permanently closed on Drawing 16/137. (2016/002866)

South Region, Charleville Office

*2 An area of about 180 ha abutting the eastern boundary and intersecting part of Lot 2669 on SP269508 (locality of Dynevor) and shown as road to be closed on Drawing 16/141. (2016/001587)

*The proposed closure of this road is in conjunction with the proposed opening of another road.

ENDNOTES

- Published in the Gazette on 8 July 2016.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.

Acquisition of Land Act 1967

AMENDMENT OF TAKING OF LAND NOTICE BY THE MINISTER (No 01) 2016

Short title

1. This notice may be cited as the *Amendment of Taking of Land Notice by the Minister (No 01) 2016*.

Amendment of Notice [s.11(1) of the Act]

2. (1) The Taking of Land Notice by the Minister (No 05) 2016 made on 3 June 2016 and published in the Gazette on 10 June 2016 at page 158, taking the land described in the schedule attached thereto in the South Region, Caboolture Office, for park and recreation ground purposes, is amended as set out in subsection (2).

(2) In the **SCHEDULE** to the notice –

omit 'Lot 25 on SP282657 (to be registered in the Titles Registry), area 5836 m², part of Title Reference 50091459.'

insert 'Lot 25 on SP282657 (to be registered in the Titles Registry), area 5847 m², part of Title Reference 50091459.'

ENDNOTES

- Published in the Gazette on 8 July 2016.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.
- File Reference - 079/0002044

Place Names Act 1994

PLACE NAME DECISION NOTICE (No 05) 2016

Short title

1. This notice may be cited as *Place Name Decision Notice (No 05) 2016*.

Notice of Place Name Decision [s.11 of the Act]

2. Notice is given that **The Hon. Dr Anthony Lynham MP**, Minister for State Development and Minister for Natural Resources and Mines has made a decision to name the place, alter the boundaries of the places and discontinue the name of the place set out in the Schedule.

SCHEDULE

Name	Feature	Local Government Area	Geog. Co-ords		Plan No.	Decision
			Lat. S.	Long. E.		
Mingela	Locality	Charters Towers Regional	19°50'53"	146°39'30"	QPN1301	New Name

Acquisition of Land Act 1967

AMENDMENT OF TAKING OF LAND NOTICE (No 01) 2016

Short title

1. This notice may be cited as the *Amendment of Taking of Land Notice (No 01) 2016*.

Amendment of Notice [s.11(3) of the Act]

2. (1) The Taking of Land Notice (No 03) 2016 made on 31 March 2016 and published in the Gazette on 1 April 2016 at page 467-468, taking the land described in the schedule attached thereto in the South Region, Caboolture Office, for road purposes, is amended as set out in subsection (2).

(2) In the **SCHEDULE** to the notice –

omit 'Proposed new road within Lot 36 on RP36128 as shown on drawing 15-249-902 (to be deposited in the Department of Natural Resources and Mines), area 57 m², part of Title Reference 14051012.'

Proposed new road within Lot 37 on RP36128 as shown on drawing 15-249-902 (to be deposited in the Department of Natural Resources and Mines), area 42 m², part of Title Reference 13960113.'

insert 'Lot 6 on SP282673 (to be registered in the Titles Registry), area 57 m², part of Title Reference 14051012.'

Lot 7 on SP282673 (to be registered in the Titles Registry), area 42 m², part of Title Reference 13960113.'

ENDNOTES

- Published in the Gazette on 8 July 2016.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.
- File Reference - 079/0001128

Land Act 1994

REOPENING OF TEMPORARILY CLOSED ROAD NOTICE (No 10) 2016

Short title

1. This notice may be cited as the *Reopening of Temporarily Closed Road Notice (No 10) 2016*.

Reopening temporarily closed road [s.107 of the Act]

2. It is declared that the areas of land comprised in the former Road Licences mentioned in Schedules 1 to 2 are reopened as road.

SCHEDULE 1

South Region, Toowoomba Office

An area of about 47.6 ha abutting the western boundary of Lot 4 on AB50 and Lot 3 on SP263272, and shown as Lot A on AP19889, being the land contained within former Road Licence No. 0/234596. (2016/002031)

SCHEDULE 2

South Region, Toowoomba Office

An area of about 10.5 ha separating Lot 2 on RP188502, Lot 174 on AG538, Lot 85 on AG362 and Lot 142 on AG630 from Lot 160 on AG539, Lot 80 on AG367, Lot 139 and Lot 140 on AG546 and Lot 141 on AG547 and intersecting Lot 85 on AG362, and shown as Lot 1 on AP3624, being the land contained within former Road Licence No. 0/214148. (2015/000174)

ENDNOTES

- Published in the Gazette on 8 July 2016.
- Not required to be laid before the Legislative Assembly.
- The administering agency is the Department of Natural Resources and Mines.

Dotswood	Locality	Charters Towers Regional	19°33'37"	146°13'13"	QPN1301	Alter boundary
Ravenswood	Locality	Charters Towers Regional	20°13'08"	146°53'21"	QPN1301	Alter boundary
Reid River	Locality	Charters Towers Regional	19°45'36"	146°51'07"	QPN1301	Alter boundary
Crimea	Locality	Charters Towers Regional	19°46'53"	146°39'39"	QPN1087	Discontinue name

ENDNOTES

1. Published in the Gazette on 8 July 2016.
 2. The decisions shall take effect from 8 July 2016.
 3. Not required to be laid before the Legislative Assembly.
 4. The administering agency is the Department of Natural Resources and Mines.
 5. Datum of Co-ordinates - Geocentric Datum of Australia 94
-



Queensland

Water Resource (Mary Basin) Plan (Postponement of Expiry) Notice 2016

Subordinate Legislation 2016 No. 110

made under the
Water Act 2000

Contents

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2	Postponement of expiration of plan	2
3	Expiry	2

Water Resource (Mary Basin) Plan (Postponement of Expiry) Notice 2016

[s 1]

1 Short title

This notice may be cited as the *Water Resource (Mary Basin) Plan (Postponement of Expiry) Notice 2016*.

2 Postponement of expiration of plan

The new expiry date under section 52B(8) of the Act for the *Water Resource (Mary Basin) Plan 2006* is 1 September 2021.

3 Expiry

This notice expires on 2 September 2021.

Water Resource (Mary Basin) Plan (Postponement of Expiry) Notice 2016

Endnotes

ENDNOTES

- 1 Made by the Minister for Natural Resources and Mines on 13 June 2016.
- 2 Published in the gazette on 8 July 2016.
- 3 Notified on the Queensland legislation website on 8 July 2016.
- 3 The administering agency is the Department of Natural Resources and Mines.

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TRANSPORT AND MAIN ROADS

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[No. 54

Acquisition of Land Act 1967
Transport Infrastructure Act 1994
Transport Planning and Coordination Act 1994

AMENDING TAKING OF LAND NOTICE (No. 3002) 2016

Short title

1. This notice may be cited as the *Amending Taking of Land Notice (No. 3002) 2016*.

Amendment of Land to be taken [s. 11(1) and s. 11(3) of the *Acquisition of Land Act 1967*]

2. Schedule to the Taking of Land Notice (No. 2975) 2016 dated 14 April 2016 and published in the Gazette of 22 April 2016, at page 545, relating to the taking of land by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland, is amended as described in the Schedule.

SCHEDULE

Amend Schedule to the Taking of Land Notice (No. 2975) 2016 dated 14 April 2016 and published in the Gazette of 22 April 2016, at page 545, relating to the taking of land by the Chief Executive, Department of Transport and Main Roads, as constructing authority for the State of Queensland as follows -

Omit - "An area of about 46.5 square metres being part of Lot 1 on RP149732 contained in Title Reference: 15424109.

An area of about 2656 square metres being part of Lot 1 on RP205116 contained in Title Reference: 16923062.

As shown approximately on Plans R1-1797 and R1-1798 held in the office of the Chief Executive, Department of Transport and Main Roads, Brisbane.

Gold Coast City
 Beaudesert – Nerang Road
 Mt Nathan Improvements
 495/8055; 8056 and 8057"

Insert - "An area of 48 square metres being Lot 98 on SP289932 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 15424109.

An area of 2652 square metres being Lot 99 on SP289931 (being a plan to be registered in Queensland Land Registry, Department of Natural Resources and Mines), being part of the land contained in Title Reference: 16923062.

Gold Coast City
 Beaudesert – Nerang Road
 Mt Nathan Improvements
 495/8055; 8056 and 8057"

ENDNOTES

1. Made by Director (Property Acquisitions and Disposals) on 30 June 2016, pursuant to delegation for Minister for Main Roads, Road Safety and Ports and Minister for Energy, Biofuels and Water Supply under section 36B of the *Acquisition of Land Act 1967*.
2. Published in the Gazette on 8 July 2016.
3. Not required to be laid before the Legislative Assembly.
4. The administering agency is the Department of Transport and Main Roads.



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LOCAL GOVERNMENT
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[No. 55

Local Government Act 2009

DIAMANTINA SHIRE COUNCIL
(MAKING OF LOCAL LAW)
NOTICE (NO. 2) 2016

Title

1. This Notice may be cited as the *Diamantina Shire Council (Making of Local Law) Notice (No. 2) 2016*.

Commencement

2. This Notice commences on the date it is published in the Gazette.

Making of Local Law

3. Pursuant to the provisions of the *Local Government Act 2009*, the Diamantina Shire Council made the following Local Law by resolution on June 27 2016.

- *Amending Local Law No. 1 (Miscellaneous Local Laws) 2016*

The object of this local law is to amend—

- (a) *Local Law No. 2 (Animal Management) 2013* to reduce the penalty applicable to various offences and update terminology and legislation references;
- (b) *Diamantina Shire Council (Aerodromes) Local Law No. 22* to reduce the penalty applicable to various offences and update terminology and legislation references.

Consolidated Version of Local Law

4. Council has by resolution on June 27 2016, adopted a consolidated version of the following:
 - (a) *Local Law No. 2 (Animal Management) 2013*
 - (b) *Diamantina Shire Council (Aerodromes) Local Law No. 22*

Inspection

5. Copies of the local laws may be inspected or obtained free of charge at Council's Administration Office at 17 Herbert St, Bedourie or viewed on the website of the Department of Infrastructure, Local Government and Planning.

Sustainable Planning Act 2009

ZENADTH KES PLANNING SCHEME (PLANNING SCHEME FOR THE TORRES STRAIT ISLAND REGIONAL COUNCIL)
ADOPTION OF THE PLANNING SCHEME

Notice is given under the *Sustainable Planning Act 2009* and *Statutory Guideline 04/14: Making or amending local planning instruments*, that on 28/29 June 2016, Torres Strait Island Regional Council adopted the Zenadth Kes Planning Scheme (Planning Scheme for the Torres Strait Island Regional Council).

The Zenadth Kes Planning Scheme was completed by Council, our consultants (Buckley Vann and AECOM) and with the support of the Department of Aboriginal and Torres Strait Islander Partnership's Remote Indigenous Land and Infrastructure Program Office over the last 3+ years.

The Zenadth Kes Planning Scheme is a statutory document that will guide the use and development of land and buildings within the local government area.

Torres Strait Island Regional Council has resolved to adopt the planning scheme and that the Scheme is to have effect from 11 July 2016.

A printed copy of the Zenadth Kes Planning Scheme is available for viewing from Council and an electronic copy can be viewed and downloaded from Council's website at <http://www.tsirc.qld.gov.au>.

Dania Ahwang
 Chief Executive Officer

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Queensland Government Gazette

GENERAL

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[No. 56

Department of Justice and Attorney-General
Brisbane, 6 July 2016

It is notified that, pursuant to Section 21(5) of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has been appointed and is registered as a Commissioner for Declarations.

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Vicki Ann ABRAMCZYK
Gayle Colleen ALTMANN
Gary ANSELL
Heidi Therese AVOLIO
Matthew Jeffrey BEACH
Edward Robert BERKOVITS
Bronwyn Heather BOREHAM
Nicole Louise CORONE

Catherine Ann DEL ARCO
Thomas Geoffrey FOSTER
Britny Clare GOODWORTH
Leanne HAMILTON
Brooke Colette HARTLEY
Jayne Elizabeth HUTCHINS
Joanne Mary KNIGHT
Garry Victor LEWORTHY

Nathan Grant MILLER
Susan Kaye PRAED
Keith Roland STEBBINS
Andrew John STEWART
Amy Leigh TICKLE
Carmen Elizabeth WALLWORK
Christine Lea WEBER
Dale Marc WILLIAMS

Department of Justice and Attorney-General
Brisbane, 6 July 2016

It is notified that, pursuant to Section 23 of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has resigned as a Commissioner for Declarations.

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Carmel Phyllis BRYCE

Harold John LAMPE

Department of Justice and Attorney-General
Brisbane, 6 July 2016

It is notified that, pursuant to Section 21(5) of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has been appointed and is registered as a Justice of the Peace (Qualified).

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

Lisa Julia AITKEN
Kaitlyn Elizabeth ALLEN
Margot Eleanore BECKLEY
Vaughn Samuel BOWDEN
Dominic BRUNET
Rebecca Anne BUCKINGHAM
Salvatore Gerardo CASSANITI
Chia Hang CHANG

Erin Rebecca HANNANT
Debra Patricia HARKER
Ian Murray HESLOP
Fiona Margaret JARRETT
Spiros KARYDIS
Donna Marie KERBY
Emma Cornell LINTON DOIG
Stephanie Kate LOGAN

Makarand Subhash PARULKAR
Adam Carl PASFIELD
Anne REYNOLDS
Lauren Jayne RIXON
Rebecca Jane RUSSELL
Lisette SCHULZ
Rebecca Krystal SCIFFER
Kristen Joy SCOTT

Rodney Colin CONNORS	Kathleen Mary LOXLEY	Jessica Helen SICHTER
Jesse Lee DAVIS	Thomas Gillon MACKIE	Kylie Elizabeth SIMMONDS
Kimberley DEMPSTER	Karen MARCUS	Danielle Louise SINCLAIR
Peter David FOLEY	Carina Lee MCGARRY	Michelle Sharee TENCATE
Helen Marie FOLWELL	Angela Blythe MCLINTOCK	Edward Kum-Fei TEO
Peter Alan GOUDGE	Kelly May Elizabeth MCSWEEN	Cindy Marie THOMAS
Renee Elizabeth GRASMEDER	Carol-Anne MEAKIN	Stephanie Jane WILKIN
Janine Michelle HALL	Emily Wati MUIR	Jack Robert WILSON
Darryl Sydney HAMILTON	Helen Jane O'BRIEN	Malea Coralee ZUNKER

Department of Justice and Attorney-General
Brisbane, 6 July 2016

It is notified that, pursuant to Section 23 of the *Justices of the Peace and Commissioners for Declarations Act 1991*, each of the persons whose name appears in the schedule hereunder has resigned as a Justice of the Peace (Qualified).

Damien Mealey
Registrar and Manager
Justices of the Peace Branch

THE SCHEDULE

William ANDISON	Barbara Margaret Hyne EARL	Victoria Alice PRENTIS
Michael Andrew-Anthony BRADY-MAHONEY	Colin John Edward PETERSEN	

REPEAL OF DIRECTIVE ISSUED UNDER THE *PUBLIC SERVICE ACT 2008*

Pursuant to section 53 of the *Public Service Act 2008*, the following directive is repealed effective from the date of gazettal.

Directive 23/10: Post-separation discipline

ROBERT SETTER
COMMISSION CHIEF EXECUTIVE (ACTING)
PUBLIC SERVICE COMMISSION

Public Service Commission
Brisbane, 16 June 2016

His Excellency the Governor, acting by and with the advice of the Executive Council, under the provisions of Section 109 of the *Public Service Act 2008*, has approved the fixing of the number and levels of Senior Executives as specified in the Schedule below.

FIXING OF NUMBER AND LEVELS OF SENIOR EXECUTIVES

LEVEL TO BE INCREASED ON A PERMANENT BASIS		
Designation	SES Level	Designation Number
Department of Aboriginal and Torres Strait Islander Partnerships		
Deputy Director-General Policy Cairns.	SES4	DATSIP1601

LEVEL TO BE DECREASED ON A PERMANENT BASIS		
Designation	SES Level	Designation Number
Department of Aboriginal and Torres Strait Islander Partnerships		
Deputy Director-General Policy Brisbane.	SES3	728750

ANNASTACIA PALASZCZUK MP
PREMIER AND MINISTER FOR THE ARTS

NOTIFICATION OF THE FILLING OF ADVERTISED VACANCIES

The following appointments to various positions have been made in accordance with the provisions of the *Public Service Act 2008*.

NOTIFICATION OF THE FILLING OF APPOINTMENTS PART I

A public service officer, tenured general employee or a tenured public sector employee of a public sector unit listed in schedule 1 of *Public Service Regulation 2008* who wishes to appeal against a promotion listed in Part 1 must give a written Appeal Notice within 21 days following gazettal of the promotion to –

Industrial Registrar
Industrial Registry
Email: qirc.registry@justice.qld.gov.au
Web Address: www.qirc.qld.gov.au for Appeal Notice
For general enquiries prior to lodgement of an appeal:
Contact PSC Advisory Service 1300 038 472 or email pscenquiries@psc.qld.gov.au

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
DEPARTMENT OF COMMUNITIES, CHILD SAFETY AND DISABILITY SERVICES				
209306/16	Program Support Officer, Disability Planning and Purchasing, Disability Services Commissioning, Disability Services and Seniors and North Regions, Brisbane (AO4)	Date of duty	Legros, Diane	Administration Officer, Adults and Carers, Disability Planning and Purchasing, Disability Commissioning, Disability Services and Seniors and North Regions, Brisbane (AO3)
DEPARTMENT OF EDUCATION AND TRAINING				
CO 211058/16	Manager, Enterprise Network Services, Platform Operations, Information and Technologies Branch, Corporate Services Division, Brisbane (AO8)	01-07-2016	Nicholls, Benjamin	Network Operations Centre Manager, Platform Operations, Information and Technologies Branch, Corporate Services Division, Brisbane (AO7)
CO 210021/16	Senior Procurement Advisor, ICT Category Management Unit, Corporate Procurement Branch, Corporate Services Division, Brisbane (AO6)	27-06-2016	Hinkley, Theresa	Procurement Advisor, Corporate Procurement Branch, Corporate Services Division, Brisbane (AO5)
CO 205943/16	Network Operations Centre Manager, Platform Operations, Information and Technologies Branch, Corporate Services Division, Brisbane (AO7)	01-02-2016	Saul, Adam	Team Leader, Platform Operations, Information and Technologies Branch, Corporate Services Division, Brisbane (AO6)
NCR 211782/16	Business Services Manager, Humpybong State School, North Coast Region, State Schools Division, Sunshine Coast (AO3)	06-06-2016	Watterson, Kathryn	Administrative Officer, Morayfield State School, North Coast Region, State Schools Division, Morayfield (AO2)
MER 209380/16	Computer Technician, Yeronga State High School, Metropolitan Region, State Schools Division, Brisbane (TO2)	11-07-2016	Hussain, Javed	Senior Computer Assistant, Yeronga State High School, Metropolitan Region, State Schools Division, Brisbane (OO4)
MER 213053/16	Business Services Manager, Coorparoo Secondary College, Metropolitan Region, State Schools Division, Brisbane (AO3)	11-07-2016	Newbegin, Jacqueline	Teacher-Aide, Brisbane Bayside State College, Metropolitan Region, State Schools Division, Brisbane (TA3)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
FNR 212095/16	Senior Human Resources Consultant, Payroll Services Unit, Human Resources Branch, Corporate Services Division, Cairns (AO6)	11-07-2016	Hay, Cathy	Payroll Services Officer, Payroll Services Unit, Human Resources Branch, Corporate Services Division, Cairns (AO3)
MER 210776/16	Information Officer, Communications/ Marketing, Queensland Academy – Creative Industries, Metropolitan Region, State Schools Division, Brisbane (AO4)	21-06-2016	Wilson, Julie	Teacher Aide, Queensland Academy – Creative Industries, Metropolitan Region, State Schools Division, Brisbane (TA2)
MER 212664/16	Business Services Manager, Pallara State School, Metropolitan Region, State Schools Division, Brisbane (AO3)	11-07-2016	Johnstone, Sandra	Administrative Officer/AEEP, Pallara State School, Metropolitan Region, State Schools Division, Brisbane (AO2)
MER 210781/16	Business Services Manager, Darling Point Special School, Metropolitan Region, State Schools Division, Brisbane (AO3)	13-06-2016	Durdevic, Ivan	Teacher Aide, Cleveland District State High School, Metropolitan Region, State Schools Division, Brisbane (TA2)

DEPARTMENT OF JUSTICE AND ATTORNEY-GENERAL

208687/16	Facilities Officer, Capital Projects, Facilities Services, Corporate Services, Brisbane (AO5)	Date of duty	Williams, Jason	Facilities Support Officer, Maintenance, Facilities Services, Corporate Services, Brisbane (AO3)
208969/16	Senior Legal Officer, Strategic Policy, Strategic Policy and Legal Services, Brisbane (PO5)	Date of duty	Deveson, Kristina	Legal Officer, Strategic Policy, Strategic Policy and Legal Services, Brisbane (PO4)
210518/16	Correctional Supervisor, Escort Security Branch, Custodial Operations, Queensland Corrective Services, Wacol (CO2)	Date of duty	Morris, Michael	Custodial Correctional Officer, Escort Security Branch, Custodial Operations, Queensland Corrective Services, Wacol (CO1)
210518/16	Correctional Supervisor, Escort Security Branch, Custodial Operations, Queensland Corrective Services, Wacol (CO2)	Date of duty	Zarganis, Jim	Custodial Correctional Officer, Escort Security Branch, Custodial Operations, Queensland Corrective Services, Wacol (CO1)
210518/16	Correctional Supervisor, Escort Security Branch, Custodial Operations, Queensland Corrective Services, Wacol (CO2)	Date of duty	Woods, Richard	Custodial Correctional Officer, Escort Security Branch, Custodial Operations, Queensland Corrective Services, Wacol (CO1)
179373/15	Visits Processing Officer, Custodial Operations, Queensland Corrective Services, Townsville (AO3)	Date of duty	De Paiva, Paula	Administrative Officer, Custodial Operations, Queensland Corrective Services, Townsville (AO2)
211026/16	Senior Adviser Offender Intervention, Specialist Operations, Strategic and Corporate Services, Queensland Corrective Services, Brisbane (AO6)	Date of duty	Hogarth, Catherine	Program Delivery Officer, Wolston Correctional Centre, Custodial Operations, Queensland Corrective Services, Wacol (PO3)
209194/16	Project Officer, Asbestos Unit, Compliance and Business Engagement, Office of Industrial Relations, Brisbane (AO5)	Date of duty	Pinkerton, Noel	Inspector (Industrial), Compliance and Business Engagement, Office of Industrial Relations, Brisbane (AO4)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
PUBLIC SAFETY BUSINESS AGENCY				
210933/16	Manager (Solution Architecture), ICT Delivery, Frontline and Digital Services, Office of Deputy Chief Executive, Brisbane (AO8)	Date of duty	Biggs, Simon	Principal Service Design Officer, ICT Delivery, Frontline and Digital Services, Office of Deputy Chief Executive, Brisbane (AO7)
210742/16	Senior Systems Administrator, ICT Delivery, Frontline and Digital Services, Office of Deputy Chief Executive, Brisbane (AO6)	Date of duty	Stable, Grantley	Infrastructure Specialist, ICT Delivery, Frontline and Digital Services, Office of Deputy Chief Executive, Brisbane (AO5)
QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION				
QBCC 21/16	Research and Assessment Officer, Queensland Building and Construction Commission, Brisbane (AO5)	Date of duty	Irwin, Melissa	Assessment Officer, Queensland Building and Construction Commission, Brisbane (AO4)
QBCC 25/16	SPER Officer, Queensland Building and Construction Commission, Brisbane (AO4)	Date of duty	McElroy, Kylee	Financial and Regulation Intelligence Support Officer, Queensland Building and Construction Commission, Brisbane (AO3)
QBCC 28/16	Assessment Officer, Queensland Building and Construction Commission, Gold Coast (AO4)	Date of duty	Pfleger, Kelly	Customer Service Officer, Queensland Building and Construction Commission, Brisbane (AO3)
QBCC 31/16	Customer Service Officer, Queensland Building and Construction Commission, Brisbane (AO3)	Date of duty	Martin, Desmaralda	Records Officer, Queensland Building and Construction Commission, Brisbane (AO2)
QBCC 33/16	Manager Priority Customer Cases, Queensland Building and Construction Commission, Brisbane (AO7)	Date of duty	Iyer, Ravi	Project Officer, Queensland Building and Construction Commission, Brisbane (AO6)
QBCC 34/16	Administration Officer, Queensland Building and Construction Commission, Brisbane (AO3)	Date of duty	Hook, Jade	Financial Investigations Support Officer, Queensland Building and Construction Commission, Brisbane (AO3)
QBCC 35/16	Customer Service Officer, Queensland Building and Construction Commission, Brisbane (AO3)	Date of duty	Condoleon, Lisa	Customer Service Officer, Queensland Building and Construction Commission, Brisbane (AO3)
QBCC 85/15	Marketing Manager, Queensland Building and Construction Commission, Brisbane (AO7)	Date of duty	Priestley, Kerrie	Graphic Designer, Queensland Building and Construction Commission, Brisbane (AO5)
QUEENSLAND CURRICULUM AND ASSESSMENT AUTHORITY				
QCAA 20/16	SEP Business Process Officer, SEP Business Process Unit, Analysis and Reporting Branch, Assessment and Reporting Division, South Brisbane (AO6)	08-06-2016	Draper, Kaye	Senior Operations Officer, Assessment Operations Unit, External Assessment Branch, Assessment and Reporting Division, South Brisbane (AO5)
QUEENSLAND FIRE AND EMERGENCY SERVICES				
200191/15	Communications Supervisor, Specialist Response and Planning, Specialist Capability and Planning, Operational Capability and Performance Division, Southport (FCO2)	Date of duty	James, Eliza	Communications Officer, Specialist Capability and Planning, Operational Capability and Performance Division, Southport (FCO1)

APPOINTMENT PART I - APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee	Previous Position and Classification (Unless otherwise indicated)
QUEENSLAND HEALTH				
210945/16	Operational Support Officer, Operational Support Program (CAD), Office of the Deputy Commissioner, Kedron (ACCS)	Date of duty	Henderson, Kellie	Emergency Medical Dispatcher, State Operations Centre, Local Ambulance Service Network, Queensland Ambulance Service, Kedron (AC008)
QUEENSLAND MENTAL HEALTH COMMISSION				
QMHC 8/16	Executive Support Officer, Brisbane (AO4)	04-07-2016	Thompson, Catherine	Executive Assistant, Stakeholder Engagement and Communications, Strategy Engagement and Innovation, Department of Communities, Child Safety and Disability Services, Brisbane (AO3)
QUEENSLAND POLICE SERVICE				
209850/16	Roster Clerk, Sunshine Coast District, Central Region, Regional Operations, Maroochydore (AO3)	Date of duty	Gartner, Shiho	Administrative Officer, Sunshine Coast District, Central Region, Regional Operations, Maroochydore (AO2)
205917/16	Impoundment Coordinator, Darling Downs District, Southern Region, Regional Operations, Toowoomba (AO4)	Date of duty	Howlett, Lisa	Administrative Officer, Darling Downs District, Southern Region, Regional Operations, Toowoomba (AO2)
DEPARTMENT OF STATE DEVELOPMENT				
210884/16	Project Manager, Strategic Government Projects, Major Projects and Property, Brisbane (AO8)	Date of duty	Neagle, Megan	Principal Project Officer, Commonwealth Games, Project Delivery, Major Projects and Property, Brisbane (AO7)
DEPARTMENT OF TRANSPORT AND MAIN ROADS				
208980/16	Senior Planner, Transport System Management, Transport Strategy and Planning, Policy, Planning and Investment, Brisbane (AO6)	Date of duty	Tait, Scot	Planning Support Officer, Transport Planning Projects, Transport Strategy and Planning, Policy, Planning and Investment, Brisbane (AO3)

NOTIFICATION OF THE FILLING OF APPOINTMENTS PART II

Appointments have been approved to the undermentioned vacancies.
 Appeals do not lie against these appointments.

APPOINTMENTS PART II - NON-APPEALABLE

Reference Number	Vacancy	Date of Appointment	Name of Appointee
DEPARTMENT OF ENVIRONMENT AND HERITAGE PROTECTION			
* 194514/15	Executive Director, Corporate Communications, Corporate Services, Brisbane (SES2)	Date of duty	Steele, Mary Claire
* Contract for three (3) years.			
OFFICE OF THE HEALTH OMBUDSMAN			
OHO 17/16	Principal Legal Officer, Legal Services, Brisbane (PO6)	27-06-2016	Reibelt, Lauren Michelle
STATE LIBRARY			
SLB 409/16	Web Analyst, Content Development, Brisbane (AO5)	01-07-2016	Chandan Ram, Nirvikar

GOVERNMENT AND PUBLIC NOTICES IN THE GAZETTES AS FROM 1 JULY 2013 INCLUDES 2.4% CPI INCREASE

	New Price	GST	Total
EXTRAORDINARY GAZETTE - FULL PAGE TEXT			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 227.77	\$ 22.78	\$ 250.55
PROFESSIONAL REGISTER AND LISTS GAZETTES			
Formatted electronic files or E-mail (check for compatibility) 0-50 pages	\$ 135.52	\$ 13.55	\$ 149.07
Formatted electronic files or E-mail (check for compatibility) 51+ pages	\$ 115.42	\$ 11.54	\$ 126.96
NATURAL RESOURCES AND MINES GAZETTE AND TRANSPORT AND MAIN ROADS GAZETTE			
Formatted electronic files or E-mail (check for compatibility) per page	\$ 143.79	\$ 14.38	\$ 158.17
LOCAL GOVERNMENT GAZETTE			
Formatted electronic files or E-mail (must be compatible) Full page text	\$ 227.77	\$ 22.78	\$ 250.55
Formatted electronic files or E-mail (that require formatting to make compatible) Full page text	\$ 264.06	\$ 26.41	\$ 290.47
Single column, all copy to set	\$ 2.42	\$ 0.24	\$ 2.66
Double column, all to set	\$ 4.90	\$ 0.49	\$ 5.39
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.88	\$ 0.09	\$ 0.97
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.78	\$ 0.18	\$ 1.96
VACANCIES GAZETTE IS NO LONGER PUBLISHED - APPOINTMENT NOTICES NOW APPEAR WITHIN THE GENERAL GAZETTE			
GENERAL GAZETTE - FULL PAGE TEXT			
Formatted electronic files or E-mail (must be compatible)	\$ 227.77	\$ 22.78	\$ 250.55
Formatted electronic files or E-mail (that require formatting to make compatible)	\$ 264.06	\$ 26.41	\$ 290.47
GENERAL GAZETTE - PER MM TEXT			
Single column, all copy to set	\$ 2.42	\$ 0.24	\$ 2.66
Double column, all to set	\$ 4.90	\$ 0.49	\$ 5.39
Single column, formatted electronic files or E-mail (check for compatibility)	\$ 0.88	\$ 0.09	\$ 0.97
Double column, formatted electronic files or E-mail (check for compatibility)	\$ 1.78	\$ 0.18	\$ 1.96
GENERAL GAZETTE - APPOINTMENT NOTICES PART I (APPEALABLE) AND PART II (NON-APPEALABLE)			
APPOINTMENTS - PART I & PART II			
2 lines	\$ 44.28	\$ 4.43	\$ 48.71
3 lines	\$ 61.99	\$ 6.20	\$ 68.19
4 lines	\$ 79.70	\$ 7.97	\$ 87.67
5 lines	\$ 92.98	\$ 9.30	\$ 102.28
6 lines	\$ 110.69	\$ 11.07	\$ 121.76
7 lines	\$ 123.97	\$ 12.40	\$ 136.37
8 lines	\$ 137.25	\$ 13.73	\$ 150.98
9 lines	\$ 150.54	\$ 15.05	\$ 165.59
SUBMISSION DEADLINES:			
DEPARTMENTAL APPOINTMENT SUBMISSIONS - PART I & PART II	before 12 noon on Tuesday		
GENERAL GAZETTE SUBMISSIONS	before 12 noon on Wednesday		
LOCAL GOVERNMENT GAZETTE SUBMISSIONS	before 12 noon on Wednesday		
EXTRAORDINARY GAZETTE SUBMISSIONS	any day of the week		
For more information regarding Gazette notices, please email: gazette@hpw.qld.gov.au Prices are GST inclusive unless otherwise stated.			

*Acquisition of Land Act 1967***TAKING OF LAND NOTICE (No. 1) 2016****Short Title**

1. This notice may be cited as *Taking of Land Notice (No. 1) 2016*

Land Taken (s.15D of the Act)

2. Following agreement in writing, the land described in the Schedule is taken by Lockyer Valley Regional Council for road purposes and vests in Lockyer Valley Regional Council for an estate in fee simple on and from 8 July 2016.

SCHEDULE**Land Taken**

Lot 1 on SP284985 (to be registered in the Land Registry) area of 1433 square metres, Part of Title Reference 11860107, parish of Tenthill.

ENDNOTES

1. Published in the Gazette on 8 July 2016.
2. Not required to be laid before the Legislative Assembly.
3. The administering agency is the Lockyer Valley Regional Council.

*Education (General Provisions) Act 2006***SCHOOL ENROLMENT MANAGEMENT PLAN (School EMP)**

In accordance with Chapter 8, Part 3 Section 170, of the *Education (General Provisions) Act 2006*, these School EMPs have been prepared by the Regional Directors of the Metropolitan and South East regions, as delegates of the Chief Executive.

Region: **Metropolitan**

School: Mount Crosby State School (update)

Region: **South East**

School: Park Ridge State High School (new)

Copies of School EMPs are available for public inspection, without charge, during normal business hours at the department's head office, and accessible on the department's website at <http://education.qld.gov.au/schools/catchment>.

QUEENSLAND POLICE SERVICE**NOMINATION OF OFFICES FOR SERVICE OF DOCUMENTS, UNDER S. 10.9 OF THE *POLICE SERVICE ADMINISTRATION ACT 1990***

I, Ian Stewart, Commissioner of the Queensland Police Service, hereby nominate the holders for the time being of the following offices — whose offices are located at Queensland Police Headquarters, 200 Roma Street, Brisbane, Queensland — pursuant to section 10.9 of the *Police Service Administration Act 1990*:

- Director, Legal Services, for all:
 - Court pre-proceedings;
 - Court proceedings;
 - Tribunal and Commission pre-proceedings;
 - Tribunal and Commission proceedings;
 - Any other legal process not otherwise specifically mentioned in this instrument
- Director, Information and Discipline Support Services for all:
 - Notices of Non-Party Disclosure;
 - S. 134A *Evidence Act 1977* requests;
 - Summonses, Subpoenas and Notices to Produce;
 - S. 574 *Workers' Compensation and Rehabilitation Act 2003* requests.

In accordance with the above section, any document that an Act requires or authorises to be given to or served on the Commissioner of the Queensland Police Service is taken to have been so given or served if it is given to the holders for the time being of the offices nominated in this instrument.

The nomination of office under section 10.9 of the *Police Service Administration Act 1990*, notified in a previous Queensland Government Gazette is hereby cancelled.

This nomination is to take effect as at 01 July 2016.

Dated this 30 day of June 2016.

IAN STEWART
COMMISSIONER
QUEENSLAND POLICE SERVICE

Transport Operations (Marine Safety) Act 1994
Transport Operations (Marine Safety) Regulation 2004

NOTIFICATION OF EXEMPTION

Maritime Safety Queensland
 Brisbane, 1 July 2016

I, Patrick Quirk General Manager, pursuant to section 18A of the *Transport Operations (Marine Safety) Act 1994*, exempt all persons operating ships in the events detailed in the Schedule from section 206A of the *Transport Operations (Marine Safety) Act 1994* and section 127 of the *Transport Operations (Marine Safety) Regulation 2004*.

SCHEDULE

Events consisting of closed course water ski racing to be conducted by the organisers, Southern Cross Water Ski Club Inc., between the hours of 0800hrs to 1500hrs on 13th August 2016 over the waters of Cleveland Bay as shown in red on the course map prepared by Maritime Safety Queensland, designated plan "A1-361", and held at the Regional Harbour Master's Office in Townsville.

Patrick Quirk
 General Manager
 Maritime Safety Queensland

Water Act 2000
 Section 999

DIRECTION TO SUNWATER LIMITED

1. Definitions

In this Direction:

- (a) **Act** means the *Water Act 2000 (Qld)*;
 - (b) **Business**, in relation to a Channel Irrigation Scheme, means the assets, liabilities, instruments and employees of SunWater and its Subsidiaries insofar as they are used, held or applied for the purposes of, or otherwise relate to, the Channel Irrigation Scheme;
 - (c) **Channel Irrigation Scheme** means each of the channel irrigation schemes owned or operated by SunWater and its Subsidiaries in respect of each of the following distribution systems:
 - (i) Bundaberg Channel Distribution System;
 - (ii) Burdekin-Haughton Channel Distribution System;
 - (iii) Emerald Channel Distribution System under the Nogoa-Mackenzie Water Supply Scheme;
 - (iv) Eton Channel Distribution System;
 - (v) Lower Mary Channel Distribution System;
 - (vi) Mareeba-Dimbulah Channel Distribution System;
 - (vii) St George Channel Distribution System; and
 - (viii) Theodore Channel Distribution System;
 - (d) **Director-General** means the chief executive of the department responsible for administering the *Water Act 2000* Chapter 2, Part 2 Div 2A and 4, Chapter 2A, Chapter 4 (to the extent that is it relevant to Category 1 Water Authorities), Chapter 9 Part 2 and to the extent relevant to all these parts, Chapters 5, 6 and 7, and includes any person acting in this office from time to time;
 - (e) **Entity** includes a body corporate, an unincorporated body or a person;
 - (f) **Personal Information and Sensitive Information** have the meanings given in the *Privacy Act 1998 (Cth)*;
 - (g) **Project** means the project involving:
 - (i) an investigation, review and evaluation of each of the Businesses or of a proposal in relation to each of the Businesses;
 - (ii) a Restructure;
 - (iii) anything else to do with matters in relation to SunWater or each of the Businesses arising because of a Restructure;
 - (iv) any action necessary, incidental or consequential to facilitate the continuing operation of all or part of SunWater or its Subsidiaries or the business and operations of SunWater or its Subsidiaries;
 - (v) anything else necessary, incidental, consequential or convenient to facilitate or support the matters mentioned in paragraphs (1)(g)(i) to (iv); and
 - (vi) any due diligence, preparatory or investigatory activities in relation to the matters mentioned in paragraphs 1(g)(i) to (v) above;
- (h) **Project Director** means the person(s) from time to time nominated in writing as such by the Director-General in relation to the Project including an officer of Queensland Treasury Corporation;
- (i) **Restructure** means:
- (i) the potential restructure or restructure of all or part of a Business; and/or
 - (ii) the potential transfer or transfer of all or part of a Business to another Entity; and/or
 - (iii) the potential transfer or transfer of shares in an Entity mentioned in paragraph (ii) above to another Entity;
- (j) **State** means the State of Queensland and includes the project team established within Queensland Treasury Corporation;
- (k) **Subsidiary** has the meaning given in part 1.2 division 6 of *Corporations Act 2001 (Cth)*; and
- (l) **SunWater** means SunWater Limited (ACN 131 034 985);
- (m) Other words and expressions used in this Direction which are defined in the Act have the same meaning as in the Act; and
- (n) Words in the singular include the plural and vice versa, unless the context otherwise requires.
2. Pursuant to section 999 of the Act, and to the extent that the Project relates to SunWater and its Subsidiaries, we direct SunWater:
- (a) to give effect to a written request of the Director-General or the Project Director for the purposes of this Direction;
 - (b) to provide full cooperation and assistance to the State and its advisors to implement the Project;
 - (c) to use its reasonable endeavours to require the employees, servants, agents and contractors of SunWater and its Subsidiaries to provide full cooperation and assistance to the State and its advisors to implement the Project;
 - (d) as part of, but without limiting, clauses 2(a), 2(b) and 2(c) above:
 - (i) that SunWater is authorised and required to disclose to the State and its advisors such documents and information of SunWater and its Subsidiaries or such classes of documents and information of SunWater and its Subsidiaries as requested by the Director-General or the Project Director from time to time for the purposes of the Project, and to retain copies of any documents disclosed pursuant to such a request for such period as required pursuant to the *Public Records Act 2002 (Qld)* or any longer period specifically required by the Director-General or Project Director;

- (ii) to assist the State and its advisors with the identification of the assets, liabilities, instruments and employees that are used or incurred by, or relate to, SunWater and its Subsidiaries, for the purposes of implementing the Project;
- (iii) to permit access by the State and its advisors to all premises, assets, documents and records of SunWater and its Subsidiaries as requested by the Director-General or the Project Director for the purposes of the Project;
- (e) to execute such instruments as required by the Director-General or the Project Director for the purposes of implementing the Project;
- (f) to carry out any other tasks or take such other actions for the purposes of the Project as required by the Director-General or the Project Director;
- (g) that where documents or information may contain Personal Information and/or Sensitive Information, SunWater is authorised and required to do all things necessary to disclose the Personal Information and/or Sensitive Information to the State and its advisors as requested by the Director-General or the Project Director from time to time; and
- (h) that where there is an ambiguity or doubt about the meaning or intent of this Direction, SunWater follow the interpretation of the Director-General about the matter as advised to them in a written clarifying statement.

Dated at Brisbane this Friday 8 of July 2016

Curtis Pitt
Treasurer
Minister for Aboriginal and
Torres Strait Islander Partnerships
Minister for Sport

Mark Bailey
Minister for Main Roads,
Road Safety and Ports
Minister for Energy,
Biofuels and Water Supply

**NOTIFICATION OF APPROVED FORMS UNDER THE
BUILDING AND CONSTRUCTION INDUSTRY PAYMENTS
ACT 2004**

Commencement

The following forms have been approved by the Commissioner on 30 June 2016 to take effect from 1 July 2016

Forms approved

The following forms have been approved:

Form No.	Version No.	Form Heading
1	24	Adjudicator Application for Registration
3	2	Adjudication Certificate
4	9	Adjudicator Registration Renewal Notice
6	2	Application for Adjudication – Hard Copy
7	1	Application for Adjudication - Electronic
8	2	Adjudication Application Intention to Refer Kit
9	1	Application Details
10	1	Conflict of Interest Declaration
11	2	Rate Agreement
12	2	Agent Nomination
13	1	Decision Made
14	1	Notification of Decision Release
15	1	Notification of Notice of Discontinuance

Withdrawal of approval of existing forms

Approval of the following forms has been withdrawn:

Form No.	Version No.	Form Heading
1	23	Application for Registration of an Adjudicator
4	8	Adjudicator Registration Renewal Notice
8	1	Adjudication Application Intention to Refer Kit
11	1	Rate Agreement
12	1	Agent Nomination

These forms are available from:

Queensland Building and Construction Commission
299 Montague Road, West End Qld 4101
07 3613 3110

www.qbcc.qld.gov.au [with the exception of Forms 3, 4, 8, 9, 10, 11, 12, 13, 14, 15 which are not available on the website]

Approval:

Commissioner Signature:

Date: 30-06-2016

All of the above forms are approved under section 110 of the *Building and Construction Industry Payments Act 2004*.

Note—If a form stated in the Forms Approved table is replacing one or more existing forms, the existing form/s must be stated in the Withdrawal of Approval of Existing Forms table.

**NOTIFICATION OF APPROVED FORMS AND AMENDMENT TO
APPROVED FORMS UNDER THE EDUCATION AND CARE
SERVICES ACT 2013**

1. Amendment to forms

Amendments to the following forms were approved by the Executive Director, Regulation, Assessment and Service Quality, Department of Education and Training (under delegation from the Director-General, Department of Education and Training) on 1 July 2016 to take effect from 21 June 2016.

Form No	Version	Form heading	Implementation date
ECS01	3	Application for Queensland provider approval	21 June 2016
ECS03	3	Application for amendment of Queensland provider approval	21 June 2016
ECS04	3	Application for voluntary suspension of Queensland provider approval	21 June 2016
ECS09	3	Application for Queensland service approval	21 June 2016
ECS10	3	Application for exceptional circumstances Queensland service approval	21 June 2016
ECS11	3	Application for amendment of Queensland service approval	21 June 2016
ECS12	3	Application for transfer of Queensland service approval	21 June 2016
ECS13	3	Application to lift suspension of Queensland service approval	21 June 2016
ECS14	3	Application for voluntary suspension of Queensland service approval	21 June 2016

ECS18	3	Application to cancel prohibition notice	21 June 2016
ECS19	3	Application for service waiver or temporary waiver	21 June 2016
ECS20	3	Application for revocation of service waiver	21 June 2016
ECS21	3	Application for extension of temporary waiver	21 June 2016

Availability of Forms

Publicly available forms may be obtained free of charge from:

- Early Childhood and Community Engagement
Department of Education and Training
E-mail: ecis@det.qld.gov.au
Phone: 13 QGOV (13 7468)
- Electronic copies of the forms will be available from the Early Childhood and Community Engagement website <http://www.earlychildhood.qld.gov.au/ecis>.

Ms Cathy O'Malley
Executive Director
Regulation, Assessment and Service Quality
Early Childhood and Community Engagement
Department of Education and Training

NOTIFICATION OF FORM UNDER THE NATIONAL INJURY INSURANCE SCHEME (QUEENSLAND) ACT 2016

The following forms have been approved pursuant to section 139 of the *National Injury Insurance Scheme (Queensland) Act 2016*

- NISQ F1 – Version 1 – National Injury Insurance Scheme (Qld) Application Form – Interim Participation
- NISQ F2 – Version 1 – National Injury Insurance Scheme (Qld) Application Form – Insurer

These forms are effective from 1 July 2016.

These forms are available from the National Injury Insurance Scheme Queensland website www.niis.qld.gov.au

NOTIFICATION OF APPROVED FORMS UNDER THE MOTOR ACCIDENT INSURANCE ACT 1994**Commencement**

The following forms were approved by the Insurance Commissioner on 6 July 2016, to take effect from 11 July 2016.

Forms approved

The following forms have been approved—

Form No.	Version No.	Form Heading
MAIC Form F1	5	Queensland Compulsory Third Party Insurance (CTP) Notice of Accident Claim Form (Non-Fatal Injury)
MAIC Form F2	5	Queensland Compulsory Third Party Insurance (CTP) Additional Information Form
MAIC Form F3	5	Queensland Compulsory Third Party (CTP) Report of Traffic Incident to Police
MAIC Form F4	5	Queensland Compulsory Third Party (CTP) Notice of Accident Claim Form (Fatal Injury)

Withdrawal of approval of existing forms

Approval of the following forms has been withdrawn—

Form No.	Version No.	Form Heading
MAIC Form F1	4	Queensland Compulsory Third Party Insurance (CTP) Notice of Accident Claim Form (Non-Fatal Injury)
MAIC Form F2	4	Queensland Compulsory Third Party Insurance (CTP) Additional Information Form
MAIC Form F3	4	Queensland Compulsory Third Party (CTP) Report of Traffic Incident to Police
MAIC Form F4	4	Queensland Compulsory Third Party (CTP) Notice of Accident Claim Form (Fatal Injury)

Availability of Forms

These forms are available from the Motor Accident Insurance Commission website www.maic.qld.gov.au

NOTIFICATION OF APPROVED FORMS UNDER THE RADIATION SAFETY ACT 1999**Commencement**

The following forms have been approved by the chief executive or delegate, Department of Health.

Forms approved

The following forms have been approved -

Form No.	Version No.	Form Heading	Implement date
2	2.1	Application for a Licence to Use a Radiation Source	01/07/2016
3	2.0	Application for a licence to use laser apparatus – Cosmetic Purposes (Trainee)	01/07/2016
9	2.0	Application for a licence to transport radioactive substances	01/07/2016
9F	1.0	Application for a licence to transport radioactive substances by road	01/07/2016

Withdrawal of approval of existing forms

Approval of the following forms have been withdrawn –

Form No.	Version No.	Form Heading
2	2	Application for a Licence to Use a Radiation Source
3	1	Application for a licence to use laser apparatus – Cosmetic Purposes (Trainee)
9	1	Application for a licence to transport radioactive substances

Availability of Forms

A copy of these forms may be obtained from the Department of Health internet site at <http://www.health.qld.gov.au/radiationhealth/>

NOTIFICATION OF FORMS APPROVED UNDER THE RESIDENTIAL TENANCIES AND ROOMING ACCOMMODATION ACT 2008**Approval of Forms**

- The following forms have been approved by the Chief Executive Officer (CEO), Residential Tenancies Authority under Section 519 of the *Residential Tenancies and Rooming Accommodation Act 2008*.

Form Number	Title	Version number
Form 2	Bond lodgement (Form 2)	V3 Jun16
Form 3	Change of rental property (Form 3)	V1 Jun16
Form 4	Refund of rental bond (Form 4)	V4 Jun16
Form 5	Change of property manager/owner (Form 5)	V1 Jun16
Form 6	Change of bond contributors (Form 6)	V1 Jun16
Form 16	Dispute resolution request (Form 16)	V4 Jun16

Withdrawal of approval of existing forms

Approval of all previous versions of the above forms have been withdrawn effective close of business 8/7/2016.

Availability of Forms

- All Forms may be obtained from:

- Residential Tenancies Authority website www.rta.qld.gov.au

**NOTIFICATION OF APPROVED FORM UNDER THE
*SUSTAINABLE PLANNING ACT 2009***

1. Approval

The following form has been approved by the Chief Executive, Department of Housing and Public Works on 18 June 2016, under section 762 of the *Sustainable Planning Act 2009*, to take effect from 8 July 2016.

2. Commencement

The following form has been approved and will commence on 8 July 2016 -

Form No.	Title	Version No.
10	Application for appeal / declaration	6.0

3. Availability of forms

The forms will be available from the Department of Housing and Public Works website at www.hpw.qld.gov.au

*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE EAS 0698 (2016)****Short title**

1. This notice may be cited as the *Taking of Easement Notice EAS 0698 (2016)*

Easement taken [ss.6 and 15 (d) of the Act]

2. The easement described in Schedule 2 is taken by Northern SEQ Distributor-Retailer Authority for works for reticulation of water supply and vests in Northern SEQ Distributor-Retailer Authority on and from 8 July 2016.

Rights and obligations

3. That the rights and obligations conferred and imposed by the Easement include the matters set out in Schedule 1.

SCHEDULE 1**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Easement unless the context or subject matter require otherwise:

- (a) Easement Land means that part of the land over which this easement is taken;
- (b) Matter means buildings, structures or other materials or things erected, placed, found or installed upon the Easement Land and includes trees and plants within the Easement Land;
- (c) Owner means any person who has an estate, interest, right, power or privilege in, over, or in relation to the land subject to the Easement Land and that person's administrators, assignees and successors; and
- (d) **Relevant Works** means:
 - (i) where the purpose of this Easement is "Sewerage":
sewer(s) and/or pipeline(s) for the purpose of conveying sewerage and all kinds of waste through, across or under the Easement Land together with manholes, stopcocks and all other usual or necessary fittings and attachments (including pumps and/or pump stations where required) as well as works for the protection and/or support of such things; and
 - (ii) where the purpose of this Easement is "Water Supply":
water reticulation mains and/or pipelines for the purpose of conveying water supplied by Unitywater through, across or under the Easement Land together with manholes, stopcocks, meters, pressure control devices, pumps and/or pump stations, water reservoirs, and all other usual or necessary fittings and attachments as well as works for the protection and/or support of all such things; and
- (e) **Unitywater** means:
 - (i) The Northern SEQ Distributor-Retailer Authority (trading as Unitywater) established under section 8 of the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* and its assignees and successors; and
 - (ii) If the context permits, Authorised Persons.

1.2 Interpretation

In this Easement:

- (a) a reference to a statute includes Orders in Council, Proclamations, Regulations, Rules, Local Laws and Ordinances made under the statute and any statute amending, consolidation or replacing the statute;

- (b) headings have been included for ease of reference and guidance and this Easement is to be construed without reference to them;
- (c) the singular number includes the plural and vice versa;
- (d) words importing a masculine gender includes all other genders; and
- (e) words importing persons include companies and corporations and vice versa;
- (f) if a covenant contained in this Easement is or becomes invalid or unenforceable, the remaining covenants contained in this Easement remain in full force and effect; and
- (g) If a party to this Easement comprises two or more legal entities, the covenants contained in this Easement bind each of them jointly and severally.

2. RIGHTS OF UNITYWATER**2.1 Access**

Where the purpose of this Easement includes Access, the following will apply:

The Owner grants to Unity water the full and free right and liberty at all times, after the date of this Easement, to enter upon and remain, pass and repass on and over the Easement Land at will and as often as the occasion requires, with employees, agents and contractors and other persons authorised by Unitywater and with or without vehicles, plant and equipment of any description whatsoever.

Where the purpose of this Easement includes Sewerage or Water Supply or both the following will apply:

2.2 Sewerage or Water Supply or Both

The Owner grants Unitywater the full and free right and liberty at all times, after the date of this Easement, to enter upon the Easement Land for the purposes of constructing and thereafter forever using and maintaining the Relevant Works as it shall from time to time think fit and in so doing, Unitywater by its employees, agents and other persons authorised by Unitywater has the right to:

- (a) construct, install, extend, deepen, widen, cleanse, add to, remove, inspect, maintain and repair the Relevant Works and when and where thought fit by Unitywater to remove and replace the Relevant Works with new Relevant Works (whether of a similar nature to those replaced or not);
- (b) to change the size and number of any pipes which form part of the Relevant Works;
- (c) dig into, sink shafts in, and erect scaffolding upon the Easement Land and to open and break up the soil of the Easement Land or any part of the Easement Land including its sub-surface;
- (d) remove and dispose of spoil created as a consequence of exercising its rights hereunder;
- (e) clear and keep clear the Easement Land by any means or method and to cut and remove timber, trees and undergrowth from the Easement Land and to burn off such timber, trees and undergrowth;
- (f) construct and maintain on the Easement Land such access tracks, gates and appurtenant works as it considers necessary;
- (g) enter upon and remain, pass and repass on and over the Easement Land for all or any of the purposes aforesaid with or without vehicles, plant and equipment of any description whatsoever;
- (h) enter and exit to and from the Easement Land over such part or parts of the Owner's land adjoining or adjacent to the Easement Land as is reasonably required by Unitywater and Unitywater shall consider most convenient or necessary for the purpose of passing between the Easement Land and the most convenient point of entry to or exit from the Owner's land (whether adjoining a constructed road or not);

- (i) do such other works and things through, across, in or under the Easement Land as are incidental to the proper exercise of the rights granted to Unitywater under this Easement; and
- (j) use such part or parts of the Owner's land immediately adjacent to or adjoining either side of the Easement Land as may be reasonably required by Unitywater for the proper exercise of the rights granted to Unitywater under this Easement.

3. PROPERTY IN RELEVANT WORKS

The Relevant Works are and remain the property of Unitywater notwithstanding any actual or apparent affixing to the Easement Land. Unitywater shall be solely responsible, for the operation and maintenance of all Relevant Works.

4. FENCING

4.1 Removal

For the purpose of gaining access to the Easement Land, Unitywater may demolish or break open any fencing on or adjacent to the Easement Land. However, if livestock are contained within the fenced area, Unitywater must give reasonable notice to the Owner to enable the Owner to secure the livestock.

4.2 Reinstatement

Unitywater must either:

- (a) reinstate all fences (other than a fence erected in contravention of Clause 5) damaged by Unitywater in the exercise and performance of any of the rights and liberties granted to Unitywater under this Easement; or
- (b) if the fences are not reinstated, install a gate using materials and employing workmanship which is not less than the quality of the materials and workmanship in the existing fence. The gate installed pursuant to this subclause becomes the property of the owner of the fence in which the gate is installed and after installation shall be maintained by the owner.

5. NO STRUCTURES ON THE EASEMENT LAND

The Owner must not at any time without the express written permission of Unitywater (which must not be unreasonably withheld):

- (a) erect any buildings or structures (other than fences) upon the Easement Land or any part of it;
- (b) permit the Easement Land or any part of it to be used in such a way as to obstruct or interfere with the Relevant Works and/or the proper and effective use of the Relevant Works by Unitywater;
- (c) install concrete, bitumen or other pavement or driveways (except residential driveways) on the Easement Land or gardens or landscaping involving concrete, brick or other permanent materials; or
- (d) remove or stockpile or permit the removal or stockpiling of any soil, sand, gravel or other substance or material on the Easement Land or construct any roads, dam walls or other earthworks on the Easement Land which would in any way obstruct or interfere with the Relevant Works and/or the proper and effective use of the Relevant Works by Unitywater.

6. DAMAGE TO STRUCTURES

- (a) Unitywater in its sole discretion, will determine how and in what manner the rights granted to Unitywater under this Easement are exercised.
- (b) Unitywater must not wilfully damage or destroy any Matter to any extent greater than is reasonably necessary in order to exercise its rights under this Easement but:

- (i) Unitywater is not otherwise responsible for any damage to or destruction of any Matter in the course of the exercise by Unitywater of its rights under this Easement; and
- (ii) subject to Clause 4, Unitywater is not under any obligation to reinstate or repair any Matter damaged or destroyed in consequence of the exercise by Unitywater of its rights under this Easement and its only obligation where such Matter has been so damaged or destroyed is to leave the Easement Land in as clean and tidy state as practicable having regard to the nature of the Matter which has been damaged or destroyed and the work which it has done; and
- (iii) Unitywater is not in any event responsible for any inconvenience or disturbance to the Owner or occupiers of the Easement Land arising out of the exercise by Unitywater of its rights under this Easement.

7. REMOVAL OF UNAUTHORISED STRUCTURES

If a Matter is erected, placed, found or installed upon the Easement Land in contravention of Clause 5, Unitywater may, in addition to any other remedies and after having first given the Owner reasonable notice of its intention to invoke this clause, enter upon the Easement Land and remove or demolish the Matter and, if it does so:

- (a) it may dispose of the Matter or any resultant demolition materials in such manner as it sees fit without being liable to account to the Owner therefore (except as provided in subclause (b) of this clause); and
- (b) it may recover, in any Court of competent jurisdiction, costs actually incurred by it in taking that action (including internal wage and salary costs) less any moneys actually received by it as a result of disposing of the Matter or any resultant demolition materials.

8. PROTECTION OF RELEVANT WORKS

The Owner will not do any act or make any omission which will jeopardise or prejudicially affect the safety or reliable working of any Relevant Works.

9. RATES AND CHARGES

The Owner is responsible for all local authority rates and assessments and lawful charges in relation to the Easement Land.

10. FURTHER ASSURANCES

The benefit and burden of this Easement shall pass with and bind the Easement Land so as to enure to and bind all persons deriving title thereto from and under the Owner and Unitywater respectively and the Owner, whenever required by Unitywater or the person or persons for the time being entitled to the benefit of this Easement, must do all such things and give all such assurances as are reasonably required for the proper and effective carrying into effect of the rights conferred under this Easement but not so as to render the Owner liable to be called upon to contribute towards the maintenance and upkeep of the Relevant Works.

11. SPECIAL COVENANTS FOR STATE RESERVE LAND

- (a) The following clauses are in addition to or replace where noted those set out above and will form part of the covenants of this Easement when any land is designated as a "Reserve" in accordance with the *Land Act 1994* (as amended from time to time).
- (b) In this clause:

- “Minister” means the Minister administering the *Land 1994* (as amended from time to time); and “Trustee” means the relevant Trustee of the State Reserved Land.
- (c) **Reinstatement of fencing**
 Clause 4.2 of this Easement is deleted and replaced with the following:
Unitywater must either:
- (a) *Reinstate all fences damaged by it in the exercise of any of its rights granted herein; and*
 - (b) *In lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which must be not less than the quality and materials of workmanship of the existing fence.*
- (d) **Removal of Unauthorised structures etc**
 Clause 7 of this Easement is omitted and replaced with the following:
If anything is erected, placed, found or installed upon the Easement Land in contravention of Clause 5, Unitywater may, in addition to any other remedies, and having given the Owner reasonable notice of its intention to invoke this clause, enter Easement Land and remove or demolish the Matter. If it does so it may dispose of the Matter or any resultant demolition materials in such manner as it sees fit without being liable.
- (e) **Removal of Trees**
 Unitywater must not cut or remove timber or tress from the Easement Land without first giving reasonable notice to the Owner and obtaining all necessary permits. Such notice will not be required under this clause in the event that there is an actual or potential danger to persons or property or there is any interference or jeopardy to the supply of the Relevant Works.
- (f) **Removal of Assets upon termination of easement**
 Under the *Land Act 1994*, an easement over a reserve ends when the dedication of reserve is revoked unless a written approval is provided by the Minister that the easement may continue over unallocated State Land when the dedication of reserve is revoked.
 Upon termination of the Easement, Unitywater
- (i.) must ensure that the Easement Land is left in a safe and stable condition to the satisfaction of the Minister; and
 - (ii.) will unless directed by the Minister otherwise, at its own cost and expense, remove all of the Relevant Works from the Easement Land; and
 - (iii.) will remove, at its own cost and expense, all of the Relevant Works from the Easement Land that may cause contamination or environmental harm to the Easement Land as defined by the *Environmental Protection Act 1994* or similar legislation.
- (g) **Indemnity and Risk**
 The following clauses will apply for the duration of the Easement and will continue to apply during the periods of rehabilitation and any removal of the Relevant Works under clause 11 (f):
- (i.) **Indemnity**
 - a. Unitywater indemnifies and agrees to keep indemnified the Minister, the State of Queensland, Trustee and Owner (the “indemnified parties”) against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses (“Claims”) arising out of or in any way connected to or resulting from the granting of this Easement to Unitywater or which is connected to or resulting from Unitywater’s use and occupation of the Easement Land (all of which are referred to as “the indemnified acts or omissions”) save to the extent that the claim arises as a result of any negligent act or omission of the indemnified parties, however, any negligent act or omission or one of the indemnified parties does not negate the indemnity to any other indemnified parties.
 - b. Unitywater hereby releases and discharges the indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the indemnified parties, however, any negligent act or omission of one of the indemnified parties does not negate the release and discharge in favour of any of the other indemnified parties.
 - (ii.) **Public Risk**
 - a. Unitywater must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, in any other case, to the satisfaction of the Minister naming Unitywater as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the easement land or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy.
 - b. Such policy must:
 - (a) be for an amount not less than \$20,000,000.00 (Twenty Million dollars) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require; and
 - (b) be effected on a “claims occurring” basis so that any claim made by Unitywater under the policy after expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the

- policy subject to the claim meeting the policy's other terms and conditions; and
- (c) be maintained at all times during the currency of the Easement, and upon receipt of any Notice of Cancellation, Unitywater must immediately effect another public liability insurance policy in accordance with the provisions of this Clause 11(g) (ii).
 - c. Unitywater must also provide a certificate of currency within 14 days of a request by the Owner who may only make such request once a year.
 - d. Unitywater must, as soon as practicable, inform the Minister and Owner in writing, of the occurrence of any event that Unitywater considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Owner are kept fully informed of subsequent actions and developments concerning the claim.
- (h) **Power of Attorney**
- Whilst the Easement Land remains unallocated State Land or is dedicated as a Reserve pursuant to the *Land Act 1994* as amended from time to time or is registered solely in the name of the State of Queensland, Unitywater irrevocably appoints in so far as it is legally able to the State of Queensland the true and lawful attorney of Unitywater enabling the attorney to do all such things as the attorney may consider necessary or desirable to effect a surrender of this easement upon the default by Unitywater of any condition, covenant or clause of this easement provided however that the State of Queensland may only exercise its right to surrender the easement under this clause if:
- (i.) Unitywater has breached a condition, covenant or clause of this easement; and
 - (ii.) the State of Queensland has given written notice to the breach of Unitywater; and
 - (iii.) the State of Queensland has allowed Unitywater 90 days from the date of receipt of the notice to remedy the breach; and
 - (iv.) Unitywater has not remedied the breach by the expiration of that 90 days.

SCHEDULE 2

Easement Taken

Easement C in Lot 4 on RP808859 on SP286653 (to be registered in the Land Registry), area 853m², part of Title Reference 18092026.

*Acquisition of Land Act 1967***TAKING OF EASEMENT NOTICE EAS 0699 (2016)****Short title**

1. This notice may be cited as the *Taking of Easement Notice EAS 0699 (2016)*

Easement taken [ss.6 and 15 (d) of the Act]

2. The easement described in Schedule 2 is taken by Northern SEQ Distributor-Retailer Authority for works for reticulation of water supply and vests in Northern SEQ Distributor-Retailer Authority on and from 8 July 2016.

Rights and obligations

3. That the rights and obligations conferred and imposed by the Easement include the matters set out in Schedule 1.

SCHEDULE 1**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Easement unless the context or subject matter require otherwise:

- (a) Easement Land means that part of the land over which this easement is taken;
- (b) Matter means buildings, structures or other materials or things erected, placed, found or installed upon the Easement Land and includes trees and plants within the Easement Land;
- (c) Owner means any person who has an estate, interest, right, power or privilege in, over, or in relation to the land subject to the Easement Land and that person's administrators, assignees and successors; and
- (d) **Relevant Works** means:
 - (i) where the purpose of this Easement is "Sewerage":
sewer(s) and/or pipeline(s) for the purpose of conveying sewerage and all kinds of waste through, across or under the Easement Land together with manholes, stopcocks and all other usual or necessary fittings and attachments (including pumps and/or pump stations where required) as well as works for the protection and/or support of such things; and
 - (ii) where the purpose of this Easement is "Water Supply":
water reticulation mains and/or pipelines for the purpose of conveying water supplied by Unitywater through, across or under the Easement Land together with manholes, stopcocks, meters, pressure control devices, pumps and/or pump stations, water reservoirs, and all other usual or necessary fittings and attachments as well as works for the protection and/or support of all such things; and
- (e) **Unitywater** means:
 - (i) The Northern SEQ Distributor-Retailer Authority (trading as Unitywater) established under section 8 of the *South-East Queensland Water (Distribution and Retail Restructuring) Act 2009* and its assignees and successors; and
 - (ii) If the context permits, Authorised Persons.

1.2 Interpretation

In this Easement:

- (a) a reference to a statute includes Orders in Council, Proclamations, Regulations, Rules, Local Laws and Ordinances made under the statute and any statute amending, consolidation or replacing the statute;

- (b) headings have been included for ease of reference and guidance and this Easement is to be construed without reference to them;
- (c) the singular number includes the plural and vice versa;
- (d) words importing a masculine gender includes all other genders; and
- (e) words importing persons include companies and corporations and vice versa;
- (f) if a covenant contained in this Easement is or becomes invalid or unenforceable, the remaining covenants contained in this Easement remain in full force and effect; and
- (g) If a party to this Easement comprises two or more legal entities, the covenants contained in this Easement bind each of them jointly and severally.

2. RIGHTS OF UNITYWATER**2.1 Access**

Where the purpose of this Easement includes Access, the following will apply:

The Owner grants to Unity water the full and free right and liberty at all times, after the date of this Easement, to enter upon and remain, pass and repass on and over the Easement Land at will and as often as the occasion requires, with employees, agents and contractors and other persons authorised by Unitywater and with or without vehicles, plant and equipment of any description whatsoever.

Where the purpose of this Easement includes Sewerage or Water Supply or both the following will apply:

2.2 Sewerage or Water Supply or Both

The Owner grants Unitywater the full and free right and liberty at all times, after the date of this Easement, to enter upon the Easement Land for the purposes of constructing and thereafter forever using and maintaining the Relevant Works as it shall from time to time think fit and in so doing, Unitywater by its employees, agents and other persons authorised by Unitywater has the right to:

- (a) construct, install, extend, deepen, widen, cleanse, add to, remove, inspect, maintain and repair the Relevant Works and when and where thought fit by Unitywater to remove and replace the Relevant Works with new Relevant Works (whether of a similar nature to those replaced or not);
- (b) to change the size and number of any pipes which form part of the Relevant Works;
- (c) dig into, sink shafts in, and erect scaffolding upon the Easement Land and to open and break up the soil of the Easement Land or any part of the Easement Land including its sub-surface;
- (d) remove and dispose of spoil created as a consequence of exercising its rights hereunder;
- (e) clear and keep clear the Easement Land by any means or method and to cut and remove timber, trees and undergrowth from the Easement Land and to burn off such timber, trees and undergrowth;
- (f) construct and maintain on the Easement Land such access tracks, gates and appurtenant works as it considers necessary;
- (g) enter upon and remain, pass and repass on and over the Easement Land for all or any of the purposes aforesaid with or without vehicles, plant and equipment of any description whatsoever;
- (h) enter and exit to and from the Easement Land over such part or parts of the Owner's land adjoining or adjacent to the Easement Land as is reasonably required by Unitywater and Unitywater shall consider most convenient or necessary for the purpose of passing between the Easement Land and the most convenient point of entry to or exit from the Owner's land (whether adjoining a constructed road or not);

- (i) do such other works and things through, across, in or under the Easement Land as are incidental to the proper exercise of the rights granted to Unitywater under this Easement; and
- (j) use such part or parts of the Owner's land immediately adjacent to or adjoining either side of the Easement Land as may be reasonably required by Unitywater for the proper exercise of the rights granted to Unitywater under this Easement.

3. PROPERTY IN RELEVANT WORKS

The Relevant Works are and remain the property of Unitywater notwithstanding any actual or apparent affixing to the Easement Land. Unitywater shall be solely responsible, for the operation and maintenance of all Relevant Works.

4. FENCING

4.1 Removal

For the purpose of gaining access to the Easement Land, Unitywater may demolish or break open any fencing on or adjacent to the Easement Land. However, if livestock are contained within the fenced area, Unitywater must give reasonable notice to the Owner to enable the Owner to secure the livestock.

4.2 Reinstatement

Unitywater must either:

- (a) reinstate all fences (other than a fence erected in contravention of Clause 5) damaged by Unitywater in the exercise and performance of any of the rights and liberties granted to Unitywater under this Easement; or
- (b) if the fences are not reinstated, install a gate using materials and employing workmanship which is not less than the quality of the materials and workmanship in the existing fence. The gate installed pursuant to this subclause becomes the property of the owner of the fence in which the gate is installed and after installation shall be maintained by the owner.

5. NO STRUCTURES ON THE EASEMENT LAND

The Owner must not at any time without the express written permission of Unitywater (which must not be unreasonably withheld):

- (a) erect any buildings or structures (other than fences) upon the Easement Land or any part of it;
- (b) permit the Easement Land or any part of it to be used in such a way as to obstruct or interfere with the Relevant Works and/or the proper and effective use of the Relevant Works by Unitywater;
- (c) install concrete, bitumen or other pavement or driveways (except residential driveways) on the Easement Land or gardens or landscaping involving concrete, brick or other permanent materials; or
- (d) remove or stockpile or permit the removal or stockpiling of any soil, sand, gravel or other substance or material on the Easement Land or construct any roads, dam walls or other earthworks on the Easement Land which would in any way obstruct or interfere with the Relevant Works and/or the proper and effective use of the Relevant Works by Unitywater.

6. DAMAGE TO STRUCTURES

- (a) Unitywater in its sole discretion, will determine how and in what manner the rights granted to Unitywater under this Easement are exercised.
- (b) Unitywater must not wilfully damage or destroy any Matter to any extent greater than is reasonably necessary in order to exercise its rights under this Easement but:

- (i) Unitywater is not otherwise responsible for any damage to or destruction of any Matter in the course of the exercise by Unitywater of its rights under this Easement; and
- (ii) subject to Clause 4, Unitywater is not under any obligation to reinstate or repair any Matter damaged or destroyed in consequence of the exercise by Unitywater of its rights under this Easement and its only obligation where such Matter has been so damaged or destroyed is to leave the Easement Land in as clean and tidy state as practicable having regard to the nature of the Matter which has been damaged or destroyed and the work which it has done; and
- (iii) Unitywater is not in any event responsible for any inconvenience or disturbance to the Owner or occupiers of the Easement Land arising out of the exercise by Unitywater of its rights under this Easement.

7. REMOVAL OF UNAUTHORISED STRUCTURES

If a Matter is erected, placed, found or installed upon the Easement Land in contravention of Clause 5, Unitywater may, in addition to any other remedies and after having first given the Owner reasonable notice of its intention to invoke this clause, enter upon the Easement Land and remove or demolish the Matter and, if it does so:

- (a) it may dispose of the Matter or any resultant demolition materials in such manner as it sees fit without being liable to account to the Owner therefore (except as provided in subclause (b) of this clause); and
- (b) it may recover, in any Court of competent jurisdiction, costs actually incurred by it in taking that action (including internal wage and salary costs) less any moneys actually received by it as a result of disposing of the Matter or any resultant demolition materials.

8. PROTECTION OF RELEVANT WORKS

The Owner will not do any act or make any omission which will jeopardise or prejudicially affect the safety or reliable working of any Relevant Works.

9. RATES AND CHARGES

The Owner is responsible for all local authority rates and assessments and lawful charges in relation to the Easement Land.

10. FURTHER ASSURANCES

The benefit and burden of this Easement shall pass with and bind the Easement Land so as to enure to and bind all persons deriving title thereto from and under the Owner and Unitywater respectively and the Owner, whenever required by Unitywater or the person or persons for the time being entitled to the benefit of this Easement, must do all such things and give all such assurances as are reasonably required for the proper and effective carrying into effect of the rights conferred under this Easement but not so as to render the Owner liable to be called upon to contribute towards the maintenance and upkeep of the Relevant Works.

11. SPECIAL COVENANTS FOR STATE RESERVE LAND

- (a) The following clauses are in addition to or replace where noted those set out above and will form part of the covenants of this Easement when any land is designated as a "Reserve" in accordance with the *Land Act 1994* (as amended from time to time).
- (b) In this clause:

- “Minister” means the Minister administering the *Land 1994* (as amended from time to time); and “Trustee” means the relevant Trustee of the State Reserved Land.
- (c) **Reinstatement of fencing**
 Clause 4.2 of this Easement is deleted and replaced with the following:
Unitywater must either:
- (a) *Reinstate all fences damaged by it in the exercise of any of its rights granted herein; and*
 - (b) *In lieu of reinstating any such fence, install a gate the quality and materials of workmanship of which must be not less than the quality and materials of workmanship of the existing fence.*
- (d) **Removal of Unauthorised structures etc**
 Clause 7 of this Easement is omitted and replaced with the following:
If anything is erected, placed, found or installed upon the Easement Land in contravention of Clause 5, Unitywater may, in addition to any other remedies, and having given the Owner reasonable notice of its intention to invoke this clause, enter Easement Land and remove or demolish the Matter. If it does so it may dispose of the Matter or any resultant demolition materials in such manner as it sees fit without being liable.
- (e) **Removal of Trees**
 Unitywater must not cut or remove timber or tress from the Easement Land without first giving reasonable notice to the Owner and obtaining all necessary permits. Such notice will not be required under this clause in the event that there is an actual or potential danger to persons or property or there is any interference or jeopardy to the supply of the Relevant Works.
- (f) **Removal of Assets upon termination of easement**
 Under the *Land Act 1994*, an easement over a reserve ends when the dedication of reserve is revoked unless a written approval is provided by the Minister that the easement may continue over unallocated State Land when the dedication of reserve is revoked.
 Upon termination of the Easement, Unitywater
- (i.) must ensure that the Easement Land is left in a safe and stable condition to the satisfaction of the Minister; and
 - (ii.) will unless directed by the Minister otherwise, at its own cost and expense, remove all of the Relevant Works from the Easement Land; and
 - (iii.) will remove, at its own cost and expense, all of the Relevant Works from the Easement Land that may cause contamination or environmental harm to the Easement Land as defined by the *Environmental Protection Act 1994* or similar legislation.
- (g) **Indemnity and Risk**
 The following clauses will apply for the duration of the Easement and will continue to apply during the periods of rehabilitation and any removal of the Relevant Works under clause 11 (f):
- (i.) **Indemnity**
 - a. Unitywater indemnifies and agrees to keep indemnified the Minister, the State of Queensland, Trustee and Owner (the “indemnified parties”) against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses (“Claims”) arising out of or in any way connected to or resulting from the granting of this Easement to Unitywater or which is connected to or resulting from Unitywater’s use and occupation of the Easement Land (all of which are referred to as “the indemnified acts or omissions”) save to the extent that the claim arises as a result of any negligent act or omission of the indemnified parties, however, any negligent act or omission or one of the indemnified parties does not negate the indemnity to any other indemnified parties.
 - b. Unitywater hereby releases and discharges the indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the indemnified parties, save to the extent that the Claim arises as a result of any negligent act or omission of the indemnified parties, however, any negligent act or omission of one of the indemnified parties does not negate the release and discharge in favour of any of the other indemnified parties.
 - (ii.) **Public Risk**
 - a. Unitywater must effect a public liability insurance policy with an insurer authorised under the *Insurance Act 1973* (Commonwealth) or, in any other case, to the satisfaction of the Minister naming Unitywater as the insured covering legal liability for any loss of, or damage to any property and for the injury (including death) to any person arising out of anything done or omitted on or about the easement land or any improvements thereon and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof subject to the terms and conditions of the insurance policy.
 - b. Such policy must:
 - (a) be for an amount not less than \$20,000,000.00 (Twenty Million dollars) in respect of all claims arising out of a single event or such higher amounts as the Minister may reasonably require; and
 - (b) be effected on a “claims occurring” basis so that any claim made by Unitywater under the policy after expiration of the period of policy cover but relating to an event occurring during the currency of the policy will be covered by the

- policy subject to the claim meeting the policy's other terms and conditions; and
- (c) be maintained at all times during the currency of the Easement, and upon receipt of any Notice of Cancellation, Unitywater must immediately effect another public liability insurance policy in accordance with the provisions of this Clause 11(g) (ii).
 - c. Unitywater must also provide a certificate of currency within 14 days of a request by the Owner who may only make such request once a year.
 - d. Unitywater must, as soon as practicable, inform the Minister and Owner in writing, of the occurrence of any event that Unitywater considers is likely to give rise to a claim under the policy of insurance effected and must ensure that the Minister and Owner are kept fully informed of subsequent actions and developments concerning the claim.
- (h) **Power of Attorney**
- Whilst the Easement Land remains unallocated State Land or is dedicated as a Reserve pursuant to the *Land Act 1994* as amended from time to time or is registered solely in the name of the State of Queensland, Unitywater irrevocably appoints in so far as it is legally able to the State of Queensland the true and lawful attorney of Unitywater enabling the attorney to do all such things as the attorney may consider necessary or desirable to effect a surrender of this easement upon the default by Unitywater of any condition, covenant or clause of this easement provided however that the State of Queensland may only exercise its right to surrender the easement under this clause if:
- (i.) Unitywater has breached a condition, covenant or clause of this easement; and
 - (ii.) the State of Queensland has given written notice to the breach of Unitywater; and
 - (iii.) the State of Queensland has allowed Unitywater 90 days from the date of receipt of the notice to remedy the breach; and
 - (iv.) Unitywater has not remedied the breach by the expiration of that 90 days.

SCHEDULE 2

Easement Taken

Easement D in Lot 304 on CG4229 on SP286654 (to be registered in the Land Registry), area 150m², part of Title Reference 16061036.

Local Government Regulation 2012 (Section 140)

**TOOWOOMBA REGIONAL COUNCIL
SUMMARY OF NOTICE OF INTENTION TO SELL LAND FOR
OVERDUE RATES OR CHARGES**

Date: 8 July 2016

Toowoomba Regional Council has decided to sell the land described below because overdue rates have remained unpaid for more than 3 years.

This is a summary of a notice of intention to sell land issued pursuant to section 140 of the *Local Government Regulation 2012*.

FULL DESCRIPTION OF THE LAND

Ratepayer Name	Property Address	Property Description	Area
Alan Francis Lynch	13 Gillam Street, CLIFTON QLD 4361	Lot 33 on Survey Plan 113585	1417m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$ 6,921.70
The accrued interest to the date of this notice is: \$ 1,574.73
The total overdue to Council as at 8 July 2016 is: \$ 8,496.43

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.tr.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council
8 July 2016

Local Government Regulation 2012 (Section 140)

**TOOWOOMBA REGIONAL COUNCIL
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Date: 8 July 2016

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FULL DESCRIPTION OF THE LAND

Ratepayer Name	Property Address	Property Description	Area
Herbert Wilkinson	14 Clarence Street, COOYAR QLD 4402	Lot 47 on Registered Plan 15257	1082m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$ 3,009.00
The accrued interest to the date of this notice is: \$ 506.29
The total overdue to Council as at 8 July 2016 is: \$ 3,515.29

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.tr.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council
8 July 2016

Local Government Regulation 2012 (Section 140)

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FULL DESCRIPTION OF THE LAND

Ratepayer Name	Property Address	Property Description	Area
Michelle Annette Wright	530 Back Creek Road, COOYAR QLD 4402	Lot 2 on Registered Plan 187202	2 Hectares

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$ 3,396.42
The accrued interest to the date of this notice is: \$ 559.65
The total overdue to Council as at 8 July 2016 is: \$ 3,956.07

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.tr.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council
8 July 2016

Local Government Regulation 2012 (Section 140)

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FULL DESCRIPTION OF THE LAND

Ratepayer Name	Property Address	Property Description	Area
Ethel Margaret White	Jondaryan-Nungil Road, JONDARYAN QLD 4403	Lot 1 on Registered Plan 3320	2023m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$ 3,663.00
The accrued interest to the date of this notice is: \$ 767.89
The total overdue to Council as at 8 July 2016 is: \$ 4,430.89

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.tr.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council
8 July 2016

Local Government Regulation 2012 (Section 140)

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Date: 8 July 2016

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FULL DESCRIPTION OF THE LAND

Ratepayer Name	Property Address	Property Description	Area
David Walton Bevan	Esk Hampton Road, RAVENSBOURNE QLD 4352	Lot 201 on Survey Plan 164284	698m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$ 2,920.92
The accrued interest to the date of this notice is: \$ 431.33
The total overdue to Council as at 8 July 2016 is: \$ 3,352.25

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.tr.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council
8 July 2016

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FULL DESCRIPTION OF THE LAND

Ratepayer Name	Property Address	Property Description	Area
Kristopher Patrick Longmore	2/90 North Street, NORTHTOOWOOMBA QLD 4350	Lot 2 on Survey Plan 245662	159m ²

Interest has accrued on the overdue rates from the date they became overdue at the rate of 10% per annum, 6 monthly in arrears, calculated and charged half yearly.

The total of the overdue rates and charges is: \$ 9,801.59
The accrued interest to the date of this notice is: \$ 1,697.48
The total overdue to Council as at 8 July 2016 is: \$11,499.07

The full notice, which details each of the overdue rates on the land, the terms of Council's resolution to sell the land and the relevant provisions of the Regulation can be found on Council's website – www.tr.qld.gov.au

Brian Pidgeon
Chief Executive Officer
Toowoomba Regional Council
8 July 2016

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