



Queensland

*State Development and Public Works Organisation Act 1971*

# **State Development and Public Works Organisation Regulation 1999**

**Reprinted as in force on 27 April 2007**

**Reprint No. 3B**

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This regulation is reprinted as at 27 April 2007. The reprint shows the law as amended by all amendments that commenced on or before that day (Reprints Act 1992 s 5(c)).

The reprint includes a reference to the law by which each amendment was made—see list of legislation and list of annotations in endnotes. Also see list of legislation for any uncommenced amendments.

This page is specific to this reprint. See previous reprints for information about earlier changes made under the Reprints Act 1992. A table of reprints is included in the endnotes.

**Also see endnotes for information about—**

- **when provisions commenced**
- **editorial changes made in earlier reprints.**

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# **State Development and Public Works Organisation Regulation 1999**

[as amended by all amendments that commenced on or before 27 April 2007]

## **Part 1 Preliminary**

### **1 Short title**

This regulation may be cited as the *State Development and Public Works Organisation Regulation 1999*.

## **Part 2 Functions of Coordinator-General**

### **2 Delegated power under Industrial Development Act 1963—Act, s 10(1)**

The Coordinator-General has the function of exercising a power delegated to the Coordinator-General under the *Industrial Development Act 1963*, section 7.<sup>1</sup>

## **Part 3 Moranbah Pipeline Projects**

### **9 Definitions for pt 3**

In this part—

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<sup>1</sup> *Industrial Development Act 1963*, section 7 (Delegations)

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***Moranbah Pipeline Projects Submission*** means the document called the ‘Moranbah Pipeline Projects Submission’ prepared by SunWater in May 2005 and held by the department.

***project works*** means—

- (a) the Burdekin pipeline, Eastern pipeline and Southern pipeline, as described in the Moranbah Pipeline Projects Submission; and
- (b) all other works reasonably connected with, or incidental to, the works mentioned in paragraph (a).

*Examples of other works for paragraph (b)—*

construction of a permanent or temporary road for access, installation of a pump, telecommunication facility or water storage facility

***reserved works*** means the parts of the project works that, in the circumstances, can only be carried out with the exercise of a power that the Coordinator-General may exercise, under the Act, only for or in connection with works undertaken by the Coordinator-General.

*Example of a power the Coordinator-General may exercise only for works undertaken by the Coordinator-General—*

the power under section 160 of the Act to obtain material from a watercourse

***SunWater*** means the entity continued in existence under the *Government Owned Corporations Regulation 2004*, section 34.

**10 SunWater directed to undertake particular works—Act, s 100**

- (1) Subsection (2) is a direction for section 100 of the Act.
- (2) SunWater must undertake all parts of the project works that are not reserved works.

## 11 **Approved works for Coordinator-General—Act, s 109**

- (1) Subsection (2) is an approval for section 109 of the Act.
- (2) The Coordinator-General may undertake the reserved works.

## **Part 4 Works for dam sites**

### 12 **Definitions for pt 4**

In this part—

*affected area* means the areas shown on drawings 100110, 100111, 100112, 100113, 100114, 100118, 100119 and 100120, prepared by Queensland Water Infrastructure and dated February 2007, as Traveston Crossing Dam affected areas and Wyaralong Dam affected areas.

*Editor's note—*

The drawings may be inspected on the department's website on the internet.

*authorised works submission* means Queensland Water Infrastructure's report of March 2007 called 'Submission to Coordinator-General for authorised works for proposed Traveston Crossing Dam and Wyaralong Dam'.

*dam site project works* means each of the following—

- (a) Traveston Crossing Dam Stage 1 works;
- (b) Traveston Crossing Dam Stage 2 works;
- (c) Wyaralong Dam works.

*geo-technical investigations* means investigations to determine the engineering feasibility of constructing a dam, including investigations of matters reasonably connected with, or incidental to, constructing a dam, on any part of the affected area.

*Queensland Water Infrastructure* means Queensland Water Infrastructure Pty Ltd (ACN 119 634 427).

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***Traveston Crossing Dam Stage 1 works*** means the works reasonably connected with, or incidental to, carrying out the measure listed in the *Water Regulation 2002*, schedule 10B, item 12.

***Traveston Crossing Dam Stage 2*** means stage 2 of the Traveston Crossing Dam described in the authorised works submission and proposed for completion in 2035.

***Traveston Crossing Dam Stage 2 works*** means the works for Traveston Crossing Dam Stage 2 that are reasonably connected with, or incidental to, carrying out early incidental works, land purchasing, surveys, planning and proposed investigations described in Queensland Water Infrastructure's report of March 2007 called 'Report on proposed Traveston Crossing Dam—stage 2 works'.

***Wyaralong Dam works*** means the works reasonably connected with, or incidental to, carrying out the measure listed in the *Water Regulation 2002*, schedule 10B, item 13.

**12A Queensland Water Infrastructure directed to undertake particular works—Act, s 100**

- (1) Subsection (2) is a direction for section 100 of the Act.
- (2) Queensland Water Infrastructure must undertake all parts of the dam site project works.

**12AA Coordinator-General directed to undertake particular works—Act, s 109**

- (1) Subsection (2) is a direction for section 109 of the Act.
- (2) The Coordinator-General must undertake the following works in the affected area—
  - (a) geo-technical investigations;
  - (b) activities relating to cultural heritage and plant and animal surveys.



## **12AB Coordinator-General to keep particular documents available for inspection**

The Coordinator-General must keep the drawings mentioned in section 12, definition *affected area* available for inspection on the department's website on the internet.

# **Part 4A Drought contingency projects**

## **12B Definitions for pt 4A**

In this part—

*desalination facility MOU* means the Memorandum of Understanding for South East Queensland (Gold Coast) Desalination Facility between the Gold Coast City Council and the State of Queensland through the Water Infrastructure Project Board.

*northern pipeline inter-connector project works* means the works reasonably connected with, or incidental to, carrying out the measure listed in the *Water Regulation 2002*, schedule 10B, item 10.

*project works* means any of the following—

- (a) the south east Queensland (Gold Coast) desalination facility facilitation project works;
- (b) the south east Queensland (Gold Coast) desalination facility construction project works;
- (c) the southern regional water pipeline project works;
- (d) the northern pipeline inter-connector project works.

*reserved works*, in relation to each of the project works, means the parts of the project works that, in the circumstances, can only be carried out with the exercise of a power that the Coordinator-General may exercise, under the Act, only for or in connection with works undertaken by the Coordinator-General.

*service provider* see the *Water Act 2000*, schedule 4.

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***South East Queensland (Gold Coast) Desalination Facility*** means the drought contingency project referred to as the Tugun Desalination Plant in the *State Development and Public Works Organisation (Water Infrastructure Project Board) Regulation 2006*.

***south east Queensland (Gold Coast) desalination facility construction project works*** means the works reasonably connected with, or incidental to, the construction of the South East Queensland (Gold Coast) Desalination Facility.

***south east Queensland (Gold Coast) desalination facility facilitation project works*** means the works reasonably connected with, or incidental to, carrying out the measure listed in the *Water Regulation 2002*, schedule 10B, item 3.

***southern regional water pipeline project works*** means the works reasonably connected with, or incidental to, carrying out the measure listed in the *Water Regulation 2002*, schedule 10B, item 4.

***Water Infrastructure Project Board*** means the project board of that name mentioned in the *State Development and Public Works Organisation (Water Infrastructure Project Board) Regulation 2006*, section 3.

**12C Local bodies directed to undertake particular works—Act, s 100**

- (1) Each of subsections (2) to (5) is a direction for section 100 of the Act.
- (2) The service provider for the time being mentioned in the *Water Regulation 2002*, schedule 10B, item 3, must undertake all parts of the south east Queensland (Gold Coast) desalination facility facilitation project works that are not reserved works.

*Editor's note—*

At the commencement of this section, Gold Coast City Council was the service provider mentioned in the *Water Regulation 2002*, schedule 10B, item 3.

- (3) Any local body that, under the desalination facility MOU, is to carry out the south east Queensland (Gold Coast)

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desalination facility construction project works, must undertake all parts of the project works that are not reserved works.

- (4) The service provider for the time being mentioned in the *Water Regulation 2002*, schedule 10B, item 4, must undertake all parts of the southern regional water pipeline project works that are not reserved works.

*Editor's note—*

At the commencement of this section, Southern Regional Water Pipeline Company Pty Ltd (ACN 117 898 174) was the service provider mentioned in the *Water Regulation 2002*, schedule 10B, item 4.

- (5) The service provider for the time being mentioned in the *Water Regulation 2002*, schedule 10B, item 10, must undertake all parts of the northern pipeline inter-connector project works that are not reserved works.

*Editor's note—*

At the commencement of this section, The Caloundra-Maroochy Water Supply Board trading as Aquagen Water and Renewable Energy was the service provider mentioned in the *Water Regulation 2002*, schedule 10B, item 10.

## **12D Approved works for Coordinator-General—Act, s 109**

- (1) Subsection (2) is an approval for section 109 of the Act.
- (2) The Coordinator-General may undertake the reserved works for each of the project works.

## **Part 4B Works for potential coal transport corridors**

### **12E Definitions for pt 4B**

In this part—

*geo-technical investigations* means investigations to determine the engineering feasibility of constructing a railway

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or conveyor for transporting coal.

**investigation area** means the area shown on a map called ‘Tarong Energy Transport Investigation Corridor (TEIC\_001\_001)’ held by the Coordinator-General.

**Tarong Energy** means Tarong Energy Corporation Limited ACN 078 848 736.

**12F Tarong Energy directed to undertake particular works—Act, s 100**

- (1) Subsection (2) is a direction for section 100 of the Act.
- (2) Tarong Energy must undertake the following works within the investigation area to evaluate potential corridors for transporting coal from the coal deposit at Kunioon and the New Acland Mine to the Tarong Power Station—
  - (a) geo-technical investigations;
  - (b) surveys and valuations of land;
  - (c) surveys of flora and fauna;
  - (d) surveys of cultural heritage.

## **Part 4C Queensland Academy for Health Sciences**

**12G Definitions for pt 4C**

In this part—

**Academy** means the proposed educational facility called ‘Queensland Academy for Health Sciences’.

**DETA** means the department in which the *Education (General Provisions) Act 2006* is administered.

**project area** means the part of lot 26 on SP123118, shown on a document called ‘Detail survey of part of lot 26 on SP123118’.

***project works*** means—

- (a) the works to construct the Academy, as shown on architectural drawings A0 01-01, A0 01-02, AA 02-01, AB 02-01, AB 02-02, AC 02-01, AD 02-01, AE 02-01, AE 02-02, AF 02-01 and AF 02-02, prepared for DETA; and
- (b) all other works reasonably connected with, or incidental to, the works mentioned in paragraph (a).

**12H Coordinator-General directed to undertake particular works—Act, s 109**

- (1) Subsection (2) is a direction for section 109 of the Act.
- (2) The Coordinator-General must undertake the project works in the project area.

**12I Coordinator-General and chief executive of DETA to keep particular documents available for inspection**

The Coordinator-General and the chief executive of DETA must keep a copy of the documents mentioned in section 12G, definitions *project area* and *project works*, available for inspection at the department's and DETA's head offices.

*Editor's note—*

The offices are located at 100 George Street, and 30 Mary Street, Brisbane.

## **Part 5 Environmental coordination**

**13 Definitions for pt 5**

In this part—

***Commonwealth Environment Act*** means the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).

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**Commonwealth Minister** means the Minister of the Commonwealth responsible for administering the Commonwealth Environment Act.

**controlling provision**, for a project, means a provision of the Commonwealth Environment Act, chapter 2, part 3, decided by the Commonwealth Minister as a controlling provision for the project under that Act, chapter 4, part 7, division 2.

**designated proponent**, for a project, means the person designated as a proponent for the action the subject of the project under the Commonwealth Environment Act, section 75(3).

**EIS process** means the process in part 4, division 3 of the Act.

**relevant impacts** has the meaning given by the Commonwealth Environment Act, section 82.

## 14 Application of pt 5

- (1) This part applies to a project only if—
  - (a) the project is a significant project under part 4 of the Act; and
  - (b) before or after it becomes a significant project, either of the following apply—
    - (i) the Commonwealth Minister has, under the Commonwealth Environment Act<sup>2</sup>—
      - (A) decided the approach for assessing the relevant impacts of the project is assessment by an accredited assessment process; and
      - (B) given notice of the decision;
    - (ii) the relevant impacts of the project are to be assessed under a bilateral agreement.
- (2) Any steps or actions taken in the EIS process after the project becomes a significant project and before the action mentioned

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<sup>2</sup> See the Commonwealth Environment Act, chapter 4 (Environmental assessments and approvals), part 8 (Assessing impacts of controlled actions), division 3 (Decision on assessment approach).

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in subsection (1)(b)(i) happens are taken to have complied with this part.

(3) In this section—

*bilateral agreement* has the meaning given by the Commonwealth Environment Act, section 45(2).<sup>3</sup>

## 15 Coordinator-General's public notification about terms of reference and EIS

(1) A public notification under section 29(b) or 33(1)<sup>4</sup> of the Act must state each of the following—

- (a) the project's title;
- (b) the proponent's name;
- (c) the name of the entity intending to take the action the subject of the project;
- (d) if the proponent and designated proponent are not the same entity—the designated proponent's name;
- (e) a brief description of the project;
- (f) the location of the project;
- (g) the protected matters for the project.

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3 Commonwealth Environment Act, section 45(2)—

(2) A *bilateral agreement* is a written agreement between the Commonwealth and a State or a self-governing Territory that:

- (a) provides for one or more of the following:
  - (i) protecting the environment;
  - (ii) promoting the conservation and ecologically sustainable use of natural resources;
  - (iii) ensuring an efficient, timely and effective process for environmental assessment and approval of actions;
  - (iv) minimising duplication in the environmental assessment and approval process through Commonwealth accreditation of the processes of the State or Territory (or vice versa); and
- (b) is expressed to be a bilateral agreement.

4 Section 29 (Notice of requirement for EIS and of draft terms of reference) or 33 (Public notification of EIS) of the Act

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- (2) A notification mentioned in subsection (1) must be published—
- (a) in a newspaper circulating throughout Australia; or
  - (b) in each State or Territory in a newspaper circulating generally in the State or Territory.

- (3) In this section—

***protected matter*** means a matter protected by a provision of the Commonwealth Act, part 3, mentioned in section 34<sup>5</sup> of that Act.

## 16 Other matters about EIS

- (1) An EIS must address the matters mentioned in schedule 1.
- (2) The submission period set under section 33(1)(d) of the Act must be at least 28 days starting on the day after the date of the notification under the section.

## 17 Coordinator-General's report

- (1) A report under section 35(3)<sup>6</sup> of the Act must contain the following matters—
  - (a) a description of the following—
    - (i) the project;
    - (ii) the places affected by the project;
    - (iii) the controlling provisions for the project;
  - (b) a summary of the project's relevant impacts;
  - (c) a description of feasible mitigation measures, changes to the project or procedures, to prevent or minimise the project's relevant impacts, proposed by the proponent or suggested in relevant submissions;

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5 Commonwealth Environment Act, section 34 (What is *matter protected* by a provision of Part 3?)

6 Section 35 (Coordinator-General evaluates EIS, submissions, other material and prepares report) of the Act



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- (d) to the extent practicable, a description of feasible alternatives to the project identified in the EIS process, and the likely impact of the alternatives on matters of national environmental significance;
  - (e) a statement of conditions of approval for the project that may be imposed to address impacts, identified in the EIS process, on matters of national environmental significance;
  - (f) a statement of requirements for, and conditions of, approval applying, or proposed to apply, to the project when the report is prepared, including a description of the monitoring, enforcement and review procedures applying, or proposed to apply, to the project.
- (2) After completing the report, the Coordinator-General must give a copy of it to the Commonwealth Minister.
- (3) In this section—

*matters of national environmental significance* means matters of national environmental significance mentioned in the Commonwealth Environment Act, chapter 2, part 3, division 1.<sup>7</sup>

*relevant submissions* means properly made submissions, or other submissions accepted by the Coordinator-General under section 34<sup>8</sup> of the Act.

## Part 6 Miscellaneous provisions

### 18 Approval of terms of agreement to transfer works

- (1) The terms of the agreement negotiated between the Coordinator-General and the Stadium Redevelopment

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<sup>7</sup> Commonwealth Environment Act, chapter 2 (Protecting the environment), part 3 (Requirements for environmental approvals), division 1 (Requirements relating to matters of national environmental significance)

<sup>8</sup> Section 34 (Making submissions on EIS) of the Act

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Authority, as set out in schedule 2, are approved under section 134(2)<sup>9</sup> of the Act.

- (2) The terms of the agreement negotiated between the Coordinator-General and the State represented by the Department of Public Works, as set out in schedule 3, are also approved under the section.

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<sup>9</sup> Section 134 (Power of Coordinator-General to negotiate transfer of works undertaken by the Coordinator-General) of the Act

## **Schedule 1      Matters to be addressed by assessment**

section 16(1)

### **1      General information**

The background of the project including the following—

- (a) the project's title;
- (b) the designated proponent's full name and postal address;
- (c) a clear outline of the project's objective;
- (d) the project's location;
- (e) the background to the project's development;
- (f) how the project relates to any other actions, of which the proponent should reasonably be aware, that have been, or are being, taken or that have been approved in the area affected by the project;
- (g) the project's current status;
- (h) the consequences of not proceeding with the project.

### **2      Description**

A description of the project, including the following information—

- (a) the project's components;
- (b) the precise location of works to be undertaken, structures to be built or components of the project that may have relevant impacts;
- (c) how the works are to be undertaken and design parameters for aspects of the structures or components of the project that may have relevant impacts;
- (d) the project's relevant impacts;

### Schedule 1 (continued)

- (e) proposed safeguards and mitigation measures for dealing with the project's relevant impacts;
- (f) any other requirements for, or conditions of, approval applying, or that the proponent reasonably believes are likely to apply, to the project;
- (g) to the extent reasonably practicable, any feasible alternatives to the project, including the following—
  - (i) if relevant, the alternative of taking no action;
  - (ii) a comparative description of the impacts of each alternative on the matters protected by the controlling provisions for the project;
  - (iii) sufficient detail to clarify why any alternative is preferred to another;
- (h) any consultation about the project, including the following—
  - (i) consultation taken and any documented response to, or result of, the consultation;
  - (ii) proposed consultation about the project's relevant impacts;
- (i) an identification of affected persons, including a statement mentioning any communities that may be affected and describing the communities' views.

### **3 Relevant impacts**

Information given under section 2(d) must include the following—

- (a) a description of the project's relevant impacts;
- (b) a detailed assessment of the nature and extent of the likely short term and long term relevant impacts;
- (c) a statement whether any relevant impacts are likely to be unknown, unpredictable or irreversible;
- (d) an analysis of the significance of the relevant impacts;

### Schedule 1 (continued)

- (e) any technical data and other information used or needed to make a detailed assessment of the relevant impacts.

## **4 Proposed safeguards and mitigation measures**

Information given under section 2(e) must include the following—

- (a) a description, and an assessment of the expected or predicted effectiveness, of the mitigation measures for dealing with the project's relevant impacts;
- (b) any statutory or policy basis for the mitigation measures;
- (c) the cost of the mitigation measures;
- (d) an outline of an environmental management plan setting out the framework for continuing management, mitigation and monitoring programs for the project's relevant impacts, including any provision for independent environmental auditing;
- (e) the name of the entity responsible for endorsing or approving each mitigation measure or monitoring program;
- (f) a consolidated list of mitigation measures proposed to be undertaken to prevent, minimise or compensate for the project's relevant impacts, including mitigation measures proposed to be taken by the State, a local government or the proponent.

## **5 Other approvals and conditions**

- (1) Information given under section 2(f) must include the following—

### Schedule 1 (continued)

- (a) details of any planning instrument under the *Integrated Planning Act 1997*<sup>10</sup> dealing with the project including the following—
    - (i) what environmental assessment of the project has been, or is being, carried out under the planning instrument;
    - (ii) how the planning instrument provides for preventing, minimising and managing the project's relevant impacts;
  - (b) a description of any approval, other than the Commonwealth approval, obtained from a State or Commonwealth entity, including any approval conditions applying to the project;
  - (c) a statement identifying any other required approval, other than the Commonwealth approval;
  - (d) a description of the monitoring, enforcement and review procedures applying, or proposed to apply, to the project.
- (2) In this section—
- Commonwealth approval*** means the Commonwealth Minister's approval of the action the subject of the project under the Commonwealth Act, chapter, 4, part 9.

## 6 Proponent's environmental record

- (1) Details of any proceedings under a law of the Commonwealth or a State for the protection of the environment or the conservation and sustainable use of natural resources (an ***environmental law***) against—
  - (a) the proponent; and

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<sup>10</sup> *Integrated Planning Act 1997*, schedule 10 (Dictionary)—

***planning instrument*** means a State planning policy, the SEQ regional plan, draft regulatory provisions, a planning scheme, a temporary local planning instrument or a planning scheme policy.

### Schedule 1 (continued)

- (b) the applicant for any permit under an environmental law for the project.
- (2) If the proponent is a corporation, details of the corporation's environmental policy and planning framework.

## **7 Information sources**

The EIS must state the following about information given in the EIS—

- (a) the source of the information;
- (b) how recent the information is;
- (c) how the reliability of the information was tested;
- (d) any uncertainties in the information.





### Schedule 2 (continued)

- E. The COG is the registered owner of or entitled to be the registered owner of that land specified in Schedule 1 (“the COG Land”).
- F. The COG wishes to transfer and the SRA agrees to accept a transfer of the COG Land.
- G. The parties wish to record the terms of their Agreement.

### Now the parties agree as follows—

#### 1. Interpretation

- 1.1 In this Agreement unless the context otherwise requires or the contrary intention appears, the following terms shall have the meanings assigned to them—

“**Agreement**” means this document and all schedules to this document.

“**COG**” means the Coordinator-General.

“**COG Land**” means that land specified in Schedule 1.

“**External Works**” means those works located on the area shaded blue on the plan in Schedule 2 and do not include the Stadium Works.

“**GST**” has the same meaning as in GST Law.

“**GST Law**” includes *A New Tax System (Goods and Services Tax) Act 1999* (Cth) order, ruling or regulation which imposes or purports to impose or otherwise deals with the administration or imposition of GST on a supply of goods or services in Australia.

“**SDPWO Act**” means the *State Development and Public Works Organisation Act 1971*.

“**Settlement Date**” means 8.30am on 30 May 2003.

“**SRA**” means the Stadium Redevelopment Authority.

“**Stadium Works**” means those works constructed on lot 41 on RP904552 and lot 42 on SP161089 (but do not include any

### Schedule 2 (continued)

part of the Milton Road pedestrian bridge) together with the plaza constructed over Chippendall Street and the plaza constructed over Hale Street but do not include the land over which those plazas are constructed.

**“Supply”** has the same meaning as in GST Law.

**“Tax Invoice”** has the same meaning as in GST Law.

**“Transfer Documents”** means—

- (a) a transfer under the Land Title Act 1994 capable of immediate registration (after stamping), transferring the title in the COG Land to SRA, free from encumbrances; and
  - (b) any other document to be signed by the parties necessary for stamping and/or registering the transfer.
- 1.2 A reference to a person includes a reference to corporations and other entities recognised by law.
  - 1.3 In this Agreement the Table of Contents has been inserted for convenience of reference only and is not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.
  - 1.4 A reference to a statute, regulation, ordinance or local law shall be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them.
  - 1.5 In this Agreement the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.
  - 1.6 The singular includes the plural and vice versa.
  - 1.7 Words importing one gender shall include a reference to all other genders.
  - 1.8 In the case of any inconsistency between the Schedule and a clause contained in this Agreement, the provisions of the clause shall prevail to the extent of any inconsistency.

## Schedule 2 (continued)

### **2. Regulation**

The parties acknowledge that this Agreement will only come into effect upon approval of the terms of this Agreement by a regulation made under section 134(2) of the SDPWO Act.

### **3. Transfer of Stadium Works**

3.1 The COG agrees to transfer the Stadium Works together with the management, operation and control of the Stadium Works to the SRA for \$1.00 and the SRA accepts the transfer of the Stadium Works together with the management, operation and control of the Stadium Works.

3.2 The transfer shall take effect on the Settlement Date.

### **4. Use of External Works**

4.1 The COG authorises the SRA to occupy and use the External Works and to complete the construction of the External Works, where necessary.

4.2 The SRA shall ensure that a public liability insurance policy relating to its use and occupation of the External Works is taken out and maintained. That policy shall be in accordance with the COG's reasonable requirements.

4.3 The rights granted to the SRA under clause 4.1 shall take effect from the Settlement Date and shall continue until terminated by written notice from the COG.

4.4 Upon completion of the External Works, the SRA shall negotiate with the COG for the transfer of those works to a third party.

### **5. Transfer of COG Land**

5.1 The COG agrees to transfer the COG Land to the SRA for \$1.00 and the SRA accepts the transfer of the COG Land in accordance with the terms of this Agreement.

## Schedule 2 (continued)

- 5.2 The transfer of the COG Land shall be effective on the Settlement Date.
- 6. Risk**
- The COG Land shall be at the risk of SRA on and from the Settlement Date.
- 7. Transfer Document**
- SRA shall prepare the Transfer Documents and deliver them to the COG within a reasonable time before the Settlement Date.
- 8. Settlement**
- 8.1 On the Settlement Date, the COG shall deliver the executed Transfer Documents to SRA.
- 8.2 Settlement shall be effected at the Titles Office on the Settlement Date.
- 9. GST**
- 9.1 The parties acknowledge that GST may be payable on the Supply of goods and/or services under this Agreement.
- 9.2 Where GST is payable on a Supply, the consideration payable by the recipient shall be adjusted in accordance with clauses 9.3 and 9.4.
- 9.3 Subject to the supplier issuing a Tax Invoice, the consideration payable by the recipient to the supplier for the Supply shall be increased by the amount equal to that which the supplier is obliged to remit as GST on the Supply.
- 9.4 If it is determined that the amount of GST collected from the recipient differs for any reason from the amount of GST paid or payable by the supplier, including by reason of—
- (a) any amendment to the GST Law;

### Schedule 2 (continued)

- (b) the issue of a ruling or advice by the Commissioner of Taxation; or
- (c) a refund to the supplier in respect of a Supply made under this Agreement,

the recipient shall be entitled to a refund of the additional consideration collected from the recipient.

## **10. Indemnity**

10.1 On and from the Settlement Date, the SRA –

- (a) indemnifies; and
- (b) releases and discharges,

the COG from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the COG, or which the COG may pay, sustain or be put to by reason of, or in consequence of or in connection with the Stadium Works (including the construction of or the use of the Stadium Works) or the External Works (including the construction of or the use and occupation of the External Works), other than as a result of the negligent act or omission of the COG, its servants or agents.

10.2 Despite the transfer of the Stadium Works and the COG Land under the terms of this Agreement, the indemnity contained in clause 10.1 shall remain in full force and effect.

## **11. Governing Law**

This Agreement will be governed by and construed according to the law of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of the State of Queensland.

Schedule 2 (continued)

**12. Costs**

- 12.1 Each party shall pay its own costs of and incidental to the negotiation, preparation and execution of this Agreement.
- 12.2 SRA shall pay any stamp duty payable on this Agreement.

**13. Notices**

- 13.1 Notices under this Agreement may be delivered by hand, by registered mail, or by facsimile to the addresses specified in clause 13.3 or any substitute address as may have been notified in writing by the relevant addressee from time to time.
- 13.2 Notice will be deemed to be given—
- (a) 2 Business Days after deposit in the mail with postage prepaid;
  - (b) when delivered by hand; or
  - (c) if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine prior to close of business at 5.00pm. Facsimile transmissions received after 5.00pm will be deemed to be received at the start of the next working day,
- as the case may be.
- 13.3 The address for each party is—

**COG**

Address: Director  
Infrastructure Projects & Land Management  
Department of State Development  
100 George Street  
BRISBANE QLD 4000

Postal Address: PO Box 168 Albert Street  
BRISBANE QLD 4002

Attention: Claire Single

**Schedule 2 (continued)**

Telephone: (07) 3225 8322

Facsimile: (07) 3229 7315

**SRA**

Address: Chief Executive Officer  
Stadium Redevelopment Authority  
Level 11 Gabba Towers  
411 Vulture Street  
WOOLLOONGABBA QLD 4102

Postal Address: Level 11, Gabba Towers  
411 Vulture Street  
WOOLLOONGABBA QLD 4102

Attention: Kevin Yearbury

Telephone: (07) 3008 6110

Facsimile: (07) 3008 6161

Schedule 2 (continued)  
Schedule 1

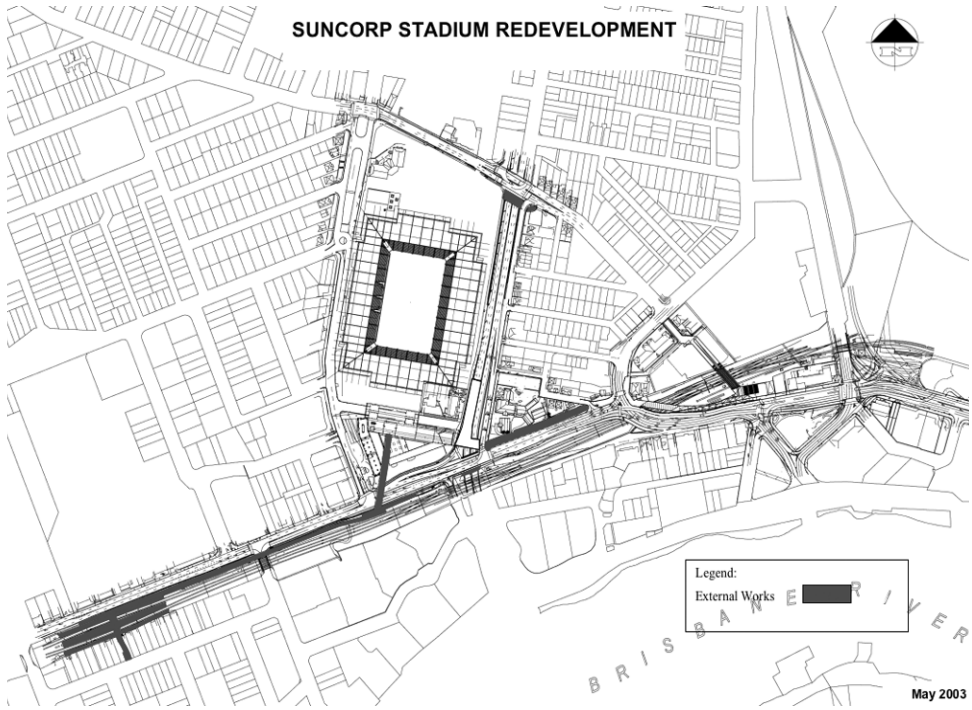
**Schedule 1      COG Land**

<b>Lot</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
471 on SP 144611	Stanley	North Brisbane	50400268
41 on RP 904552	Stanley	North Brisbane	50170425
42 on SP 161089	Stanley	North Brisbane	yet to issue



Schedule 2 (continued)  
Schedule 2

**Schedule 2      Plan showing external works**





*State Development and Public Works Organisation  
Regulation 1999*

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Schedule 2 (continued)

by .....	)	.....
(full name)	)	(signature)
	)	
.....	)	
(designation)	)	
	)	
who is a duly authorised officer	)	
	)	
in the presence of:	)	
	)	
.....	)	
(signature)	)	
	)	
.....	)	
(full name of witness)	)	

**Schedule 3      Terms of agreement negotiated  
between the  
Coordinator-General and the  
State**

section 18(2)

**THIS AGREEMENT** is made

**BETWEEN:**            **THE COORDINATOR-GENERAL**, a  
corporation sole constituted under the *State  
Development and Public Works Organisation Act  
1971*

(“the CG”)

**AND:**                **THE STATE OF QUEENSLAND** through the  
Department of Public Works

(“DPW”)

**RECITALS**

- A.** The CG constructed the Goodwill Bridge pursuant to the CG’s powers under the SDPWO Act.
- B.** Construction of the Bridge has been completed and the parties agree to the transfer of the Bridge and the management, operation and control of the Bridge from the CG to DPW pursuant to section 134 of the SDPWO Act.
- D.** This Agreement records the agreement between the parties.

Schedule 3 (continued)

**THE PARTIES AGREE:**

**1. INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:

“**Agreement**” means this agreement.

“**Bridge**” means the South Bank Pedestrian and Cycle Bridge, known as the Goodwill Bridge, described in the Bridge Plan.

“**Bridge Plan**” means the plan in the schedule to this Agreement.

“**Regulation**” means the regulation under the SDPWO Act referred to in clause 2.

“**SDPWO Act**” means the *State Development and Public Works Organisation Act 1971*.

“**Settlement Date**” means the day on which the Regulation commences operation.

1.2 A reference to persons includes corporations and other entities.

1.3 The singular includes the plural and vice versa.

**2. REGULATION**

This Agreement will take effect when the particulars of the Agreement have been approved by a regulation under section 134(2) of the SDPWO Act.

**3. TRANSFER**

3.1 The CG agrees to transfer the Bridge and the management, operation and control of the Bridge to DPW.

3.2 DPW accepts the transfer of the Bridge and the management, operation and control of the Bridge on and from the Settlement Date.

### Schedule 3 (continued)

#### **4. INDEMNITY**

- 4.1 DPW indemnifies the CG against liability in relation to any actions, proceedings, claims or demands concerning the Bridge that arise from acts or omissions, other than acts or omissions of the CG, that happen on or after the Settlement Date.
- 4.2 The CG indemnifies DPW against liability in relation to any actions, proceedings, claims or demands concerning the Bridge, including the construction or use of the Bridge, that arise from acts or omissions that happened prior to the Settlement Date.

#### **5. GOVERNING LAW**

This Agreement will be governed by the laws of Queensland.

#### **6. COSTS**

Each party will pay its own costs in relation to the negotiation, preparation and execution of this Agreement.

#### **7. FURTHER ACTION**

- 7.1 The CG will deliver to DPW all documents and data that it holds in relation to the on-going operation and control of the Bridge.
- 7.2 Each party will do everything reasonably required by notice from the other party to give effect to this Agreement and to protect the rights of the other party.

#### **8. NOTICES**

- 8.1 Notices under this Agreement must be in writing and may be delivered by hand, by registered mail or by facsimile to the relevant address specified in clause 8.3 or substitute address notified by the relevant addressee to the other.
- 8.2 Notices will be deemed to be given:

### Schedule 3 (continued)

- (a) two business days after deposit in the mail with postage paid;
- (b) when hand delivered; or
- (c) if sent by facsimile, upon the sender's receipt of a successful transmission report before 5.00pm on a business day. Notices by facsimile received after 5.00pm will be deemed to have been received at the start of the next business day.

#### 8.3 Addresses for notices:

##### **CG**

Mr Ross Rolfe

Coordinator-General

5th Floor

Executive Building

100 George Street

BRISBANE QLD 4000

Postal address:

PO Box 15009

City East Q 4002

**Facsimile:** (07) 3224 7472

##### **DPW**

Mr Selwyn Clark

Director

Portfolio and Housing Unit

Department of Public Works

Level 6B

80 George Street

BRISBANE QLD 4000

Schedule 3 (continued)

**Postal address:**

GPO Box 2457

BRISBANE QLD 4001

**Facsimile:** (07) 3225 8108

**EXECUTED** as a deed by the parties as follows:

**THE OFFICIAL SEAL of THE** )  
**COORDINATOR-GENERAL** )

was affixed by ..... )  
(Insert name) )

in the presence of: ) .....  
(Signature and seal)

..... )  
(Insert name) )

..... )  
(Signature) )

Date:.....



State Development and Public Works Organisation  
Regulation 1999

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Schedule 3 (continued)

**SIGNED** on behalf of the **STATE OF** )  
**QUEENSLAND** )

by ..... )  
(*Insert name*) )

..... )  
an authorised delegate of the Director-General, ) (*Signature*)  
Department of Public Works, in the presence of: )

..... )  
(*Insert name*) )

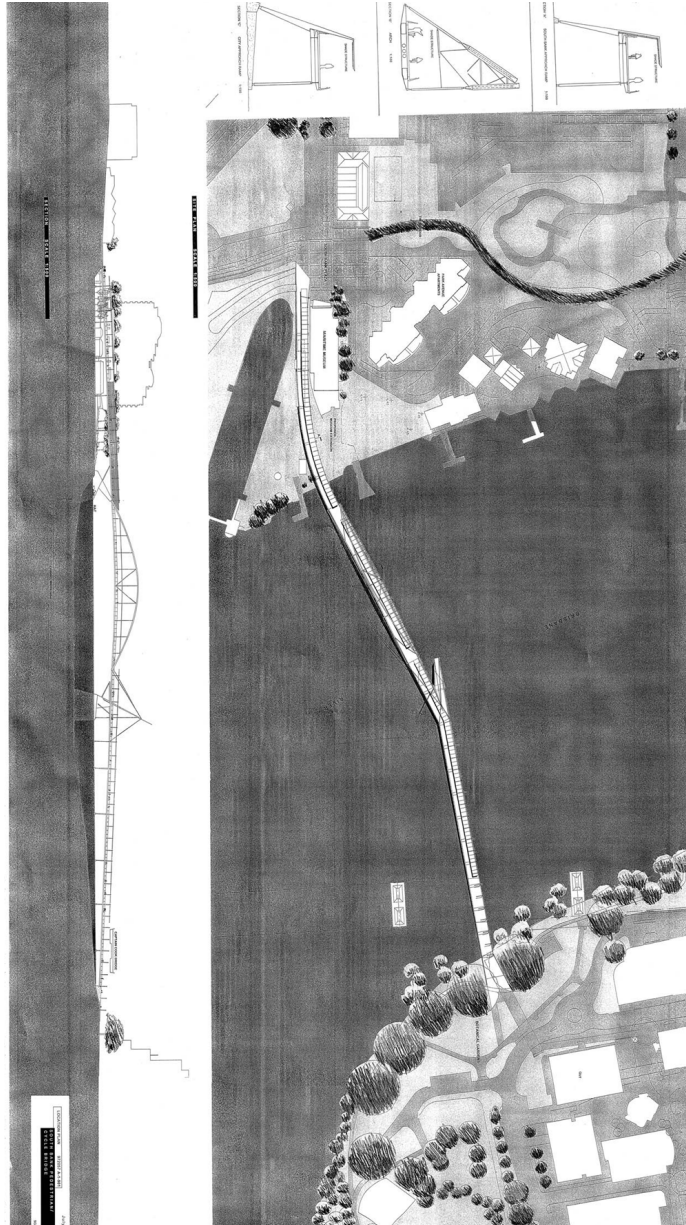
..... )  
(*Signature*) )

Date:.....

Schedule 3 (continued)  
Schedule

**SCHEDULE**

**Bridge Plan**



## Endnotes

### 1 Index to endnotes

		Page
2	Date to which amendments incorporated. . . . .	41
3	Key . . . . .	42
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6	List of annotations . . . . .	45

### 2 Date to which amendments incorporated

This is the reprint date mentioned in the Reprints Act 1992, section 5(c). Accordingly, this reprint includes all amendments that commenced operation on or before 27 April 2007. Future amendments of the State Development and Public Works Organisation Regulation 1999 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

*State Development and Public Works Organisation  
Regulation 1999*

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### 3 Key

Key to abbreviations in list of legislation and annotations

Key	Explanation	Key	Explanation
AIA	= Acts Interpretation Act 1954	(prev)	= previously
amd	= amended	proc	= proclamation
amdt	= amendment	prov	= provision
ch	= chapter	pt	= part
def	= definition	pubd	= published
div	= division	R[X]	= Reprint No. [X]
exp	= expires/expired	RA	= Reprints Act 1992
gaz	= gazette	reloc	= relocated
hdg	= heading	renum	= renumbered
ins	= inserted	rep	= repealed
lap	= lapsed	(retro)	= retrospectively
notfd	= notified	rv	= revised edition
num	= numbered	s	= section
o in c	= order in council	sch	= schedule
om	= omitted	sdiv	= subdivision
orig	= original	SIA	= Statutory Instruments Act 1992
p	= page	SIR	= Statutory Instruments Regulation 2002
para	= paragraph	SL	= subordinate legislation
prec	= preceding	sub	= substituted
pres	= present	unnum	= unnumbered
prev	= previous		

### 4 Table of reprints

Reprints are issued for both future and past effective dates. For the most up-to-date table of reprints, see the reprint with the latest effective date.

If a reprint number includes a letter of the alphabet, the reprint was released in unauthorised, electronic form only.

Reprint No.	Amendments to	Effective	Reprint date
1	none	13 August 1999	18 August 1999
1A	1999 SL No. 340	17 December 1999	23 December 1999
1B	2000 SL No. 300	24 November 2000	30 November 2000
1C	2001 SL No. 137	10 August 2001	14 August 2001
1D	2001 SL No. 180	5 October 2001	12 October 2001

Reprint No.	Amendments included	Effective	Notes
1E	2002 SL No. 362	20 December 2002	
1F	—	1 January 2003	provs exp 31 December 2002 R1F withdrawn, see R2
2	—	1 January 2003	
2A	2003 SL No. 75	2 May 2003	
2B	2003 SL No. 105	30 May 2003	
2C	—	1 July 2004	provs exp 30 June 2004

*State Development and Public Works Organisation  
Regulation 1999*

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Reprint No.	Amendments included	Effective	Notes
2D	—	30 September 2004	provs exp 29 September 2004
2E	2005 SL No. 234	23 September 2005	
2F	2005 SL No. 253	14 October 2005	
2G	2006 SL No. 54	31 March 2006	
2H	2006 SL No. 83	5 May 2006	
2I	2006 SL No. 242	29 September 2006	
2J	2006 SL No. 274	10 November 2006	R2J withdrawn, see R3
3	—	10 November 2006	
3A	2007 SL No. 42	23 March 2007	
3B	2007 SL No. 65	27 April 2007	

## 5 List of legislation

**State Development and Public Works Organisation Regulation 1999 SL No. 188  
(prev State Development (South Bank Pedestrian and Cycle Bridge)  
Regulation 1999)**

made by the Governor in Council on 12 August 1999

notfd gaz 13 August 1999 pp 2052–3

commenced on date of notification

exp 1 September 2009 (see SIA s 54)

Note—The expiry date may have changed since this reprint was published. See the latest reprint of the SIR for any change.

amending legislation—

**State Development (South Bank Pedestrian and Cycle Bridge) Amendment  
Regulation 1999 SL No. 340**

notfd gaz 17 December 1999 pp 1586–9

commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 1)  
2000 SL No. 300**

notfd gaz 24 November 2000 pp 1188–89

commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 1)  
2001 SL No. 137**

notfd gaz 10 August 2001 pp 1390–1

commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 2)  
2001 SL No. 180**

notfd gaz 5 October 2001 pp 411–2

commenced on date of notification

*State Development and Public Works Organisation  
Regulation 1999*

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**State Development and Public Works Organisation Amendment Regulation (No. 1)  
2002 SL No. 362**

notfd gaz 20 December 2002 pp 1359–63  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 1)  
2003 SL No. 75**

notfd gaz 2 May 2003 pp 57–8  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 2)  
2003 SL No. 105**

notfd gaz 30 May 2003 pp 371–6  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 1)  
2005 SL No. 234**

notfd gaz 23 September 2005 pp 309–10  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 2)  
2005 SL No. 253**

notfd gaz 14 October 2005 pp 599–600  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 1)  
2006 SL No. 54**

notfd gaz 31 March 2006 pp 1282–5  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 2)  
2006 SL No. 83**

notfd gaz 5 May 2006 pp 76–7  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 3)  
2006 SL No. 242**

notfd gaz 29 September 2006 pp 481–2  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 4)  
2006 SL No. 274**

notfd gaz 10 November 2006 pp 1211–2  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 1)  
2007 SL No. 42 pts 1–2**

notfd gaz 23 March 2007 pp 1366–9  
commenced on date of notification

**State Development and Public Works Organisation Amendment Regulation (No. 2)  
2007 SL No. 65**

notfd gaz 27 April 2007 pp 1887–90  
commenced on date of notification

## **6 List of annotations**

### **PART 1—PRELIMINARY**

**pt hdg** ins 1999 SL No. 340 s 3

#### **Short title**

**s 1** amd 1999 SL No. 340 s 4

### **PART 2—FUNCTIONS OF COORDINATOR-GENERAL**

**pt hdg** orig pt hdg ins 1999 SL No. 340 s 5  
exp 31 December 2002 (see s 5)  
prev pt hdg ins 2003 SL No. 75 s 3  
sub 2003 SL No. 105 s 3  
om 2005 SL No. 253 s 3  
pres pt hdg ins 2006 SL No. 54 s 3

#### **Delegated power under Industrial Development Act 1963—Act, s 10(1)**

**prov hdg** sub 1999 SL No. 340 s 6  
**s 2** orig s 2 amd 1999 SL No. 340 s 6; 2001 SL No. 180 s 3  
exp 31 December 2002 (see prev s 5)  
prev s 2 ins 2003 SL No. 75 s 3  
amd 2005 SL No. 234 s 3  
om 2005 SL No. 253 s 3  
pres s 2 ins 2006 SL No. 54 s 3

#### **Authorised works**

**s 3** prev s 3 exp 31 December 2002 (see s 5)  
pres s 3 ins 2003 SL No. 75 s 3  
om 2005 SL No. 253 s 3

#### **Restriction on entry to bridge**

**s 4** prev s 4 exp 31 December 2002 (see s 5)  
pres s 4 ins 2003 SL No. 75 s 3  
om 2005 SL No. 253 s 3

#### **Restriction on entry to bridge**

**s 4A** ins 2001 SL No. 180 s 4  
exp 31 December 2002 (see prev s 5)

#### **Prohibition on certain activities relating to bridge**

**s 4B** ins 2001 SL No. 180 s 4  
exp 31 December 2002 (see prev s 5)

#### **Closure or partial closure of bridge**

**s 4C** ins 2001 SL No. 180 s 4  
exp 31 December 2002 (see prev s 5)

**Prohibition on entering or remaining in closed area**

**s 4D** ins 2001 SL No. 180 s 4  
exp 31 December 2002 (see prev s 5)

**Vehicle speed limit for bridge**

**s 4E** ins 2001 SL No. 180 s 4  
exp 31 December 2002 (see prev s 5)

**Prohibition on certain activities relating to bridge**

**prov hdg** amd 1999 SL No. 340 s 7(1)  
**s 5** prev s 5 amd 1999 SL No. 340 s 7(2); 2001 SL No. 180 s 5  
exp 31 December 2002 (see prev s 5)  
pres s 5 (prev s 4A) ins 2003 SL No. 75 s 3  
renum 2005 SL No. 234 s 4  
om 2005 SL No. 253 s 3

**Closure or partial closure of bridge**

**s 6** orig s 6 ins 1999 SL No. 340 s 8  
exp 31 December 2001 (see prev s 9)  
prev s 6 ins 2002 SL No. 362 s 3  
exp 30 June 2004 (see prev s 8)  
pres s 6 (prev s 4B) ins 2003 SL No. 75 s 3  
renum 2005 SL No. 234 s 4  
om 2005 SL No. 253 s 3

**Prohibition on entering or remaining in closed area**

**s 7** orig s 7 ins 1999 SL No. 340 s 8  
exp 31 December 2001 (see prev s 9)  
prev s 7 ins 2002 SL No. 362 s 3  
exp 30 June 2004 (see prev s 8)  
pres s 7 (prev s 4C) ins 2003 SL No. 75 s 3  
amd 2005 SL No. 234 s 3  
renum 2005 SL No. 234 s 4  
om 2005 SL No. 253 s 3

**Vehicle speed limit for bridge**

**s 8** orig s 8 ins 1999 SL No. 340 s 8  
exp 31 December 2001 (see prev s 9)  
prev s 8 ins 2002 SL No. 362 s 3  
exp 30 June 2004 (see prev s 8)  
pres s 8 (prev s 4D) ins 2003 SL No. 75 s 3  
renum 2005 SL No. 234 s 4  
om 2005 SL No. 253 s 3

**PART 3—MORANBAH PIPELINE PROJECTS**

**pt hdg** orig pt hdg ins 1999 SL No. 340 s 8  
exp 31 December 2001 (see prev s 9)  
prev pt hdg ins 2002 SL No. 362 s 3  
exp 30 June 2004 (see prev s 8)  
pres pt hdg ins 2005 SL No. 234 s 5



**Definitions for pt 3**

- s 9**           prev s 9 ins 1999 SL No. 340 s 8  
                  exp 31 December 2001 (see prev s 9)  
                  pres s 9 ins 2005 SL No. 234 s 5

**SunWater directed to undertake particular works—Act, s 100**

- s 10**           prev s 10 ins 2000 SL No. 300 s 3  
                  exp 29 September 2004 (see s 12)  
                  pres s 10 ins 2005 SL No. 234 s 5

**Approved works for Coordinator-General—Act, s 109**

- s 11**           prev s 11 ins 2000 SL No. 300 s 3  
                  exp 29 September 2004 (see s 12)  
                  pres s 11 ins 2005 SL No. 234 s 5

**PART 4—WORKS FOR DAM SITES**

- pt hdg**       prev pt 4 hdg ins 2000 SL No. 300 s 3  
                  exp 29 September 2004 (see prev s 12)  
                  pres pt 4 hdg ins 2006 SL No. 83 s 3  
                  sub 2007 SL No. 42 s 3

**Definitions for pt 4**

- s 12**           prev s 12 ins 2000 SL No. 300 s 3  
                  exp 29 September 2004 (see prev s 12)  
                  pres s 12 ins 2006 SL No. 83 s 3  
                  sub 2007 SL No. 42 s 3

**Queensland Water Infrastructure directed to undertake particular works—Act, s 100**

- s 12A**       ins 2006 SL No. 83 s 3  
                  sub 2007 SL No. 42 s 3

**Coordinator-General directed to undertake particular works—Act, s 109**

- s 12AA**      ins 2007 SL No. 42 s 3

**Coordinator-General to keep particular documents available for inspection**

- s 12AB**      ins 2007 SL No. 42 s 3

**PART 4A—DROUGHT CONTINGENCY PROJECTS**

- pt 4A (ss 12B–12D)** ins 2006 SL No. 242 s 3

**PART 4B—WORKS FOR POTENTIAL COAL TRANSPORT CORRIDORS**

- pt 4B (ss 12E–12F)** ins 2006 SL No. 274 s 3

**PART 4C—QUEENSLAND ACADEMY FOR HEALTH SCIENCES**

- pt 4C (ss 12G–12I)** ins 2007 SL No. 65 s 3

**PART 5—ENVIRONMENTAL COORDINATION**

- pt hdg**       ins 2001 SL No. 137 s 3

**Definitions for pt 5**

- s 13**           ins 2001 SL No. 137 s 3

**Application of pt 5**

- s 14**           ins 2001 SL No. 137 s 3

**Coordinator-General's public notification about terms of reference and EIS**

**s 15** ins 2001 SL No. 137 s 3

**Other matters about EIS**

**s 16** ins 2001 SL No. 137 s 3  
amd 2003 SL No. 105 s 4

**Coordinator-General's report**

**s 17** ins 2001 SL No. 137 s 3

**PART 6—MISCELLANEOUS PROVISIONS**

**pt hdg** ins 2003 SL No. 105 s 5

**Approval of terms of agreement to transfer works**

**s 18** ins 2003 SL No. 105 s 5  
amd 2005 SL No. 253 s 4

**SCHEDULE 1—MATTERS TO BE ADDRESSED BY ASSESSMENT**

**sch hdg** amd 2003 SL No. 105 s 6  
ins 2001 SL No. 137 s 4

**SCHEDULE 2—TERMS OF AGREEMENT NEGOTIATED BETWEEN  
COORDINATOR-GENERAL AND STADIUM REDEVELOPMENT  
AUTHORITY**

ins 2003 SL No. 105 s 7

**SCHEDULE 3—TERMS OF AGREEMENT NEGOTIATED BETWEEN THE  
COORDINATOR-GENERAL AND THE STATE**

ins 2005 SL No. 253 s 5