



Queensland

State Development and Public Works Organisation Act 1971

State Development and Public Works Organisation Regulation 2010

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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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Queensland

State Development and Public Works Organisation Regulation 2010

Contents

		Page
Part 1	Preliminary	
1	Short title	5
Part 2	Functions of Coordinator-General	
2	Delegated power under Industrial Development Act 1963—Act, s 10(1)	5
Part 3	Works for dam sites	
3	Definitions for pt 3.	5
4	Queensland Water Infrastructure directed to undertake particular works—Act, s 100	6
5	Coordinator-General directed to undertake particular works—Act, s 109	7
6	Coordinator-General to keep particular documents available for inspection	7
Part 4	Drought contingency projects	
7	Definitions for pt 4.	7
8	Local bodies directed to undertake particular works—Act, s 100	10
9	Coordinator-General directed to undertake particular works—Act, s 109	11
9A	Particular land is divested from Coordinator-General and vested in Toowoomba Regional Council—Act s 128(2)	12
Part 5	Works for potential coal transport corridors	
10	Definitions for pt 5.	12
11	Tarong Energy directed to undertake particular works—Act, s 100	12
Part 6	Connors River Dam Investigations	
12	Definitions for pt 6.	13
13	Coordinator-General directed to undertake particular works—Act, s 109	13

Contents

Part 7	Gold Coast University Hospital Project	
14	Definitions for pt 7.	14
15	Coordinator-General directed to undertake particular works—Act, s 109	14
Part 8	Works for Fitzroy to Gladstone pipeline	
16	Definitions for pt 8.	15
17	Water board directed to undertake particular works—Act, s 100.	15
Part 9	Griffith University Facilities Project	
18	Definitions for pt 9.	16
19	Coordinator-General directed to undertake particular works—Act, s 109	17
19A	Approval of terms of agreement to transfer works—Act, s 134(2)	17
Part 10	Cloncurry Pipeline Project	
20	Definitions for pt 10.	17
21	SunWater directed to undertake particular works—Act, s 100.	18
22	Coordinator-General directed to undertake particular works—Act, s 109	18
23	Coordinator-General authorised to undertake particular works—Act, s 140	18
24	Coordinator-General authorised to take sand etc.—Act, s 140(1)(a)	19
25	Exempt development—Act, s 140(1)(b)	19
Part 11	Wyaralong water treatment plant and Cedar Grove and Karawatha inter-connectors	
26	Definitions for pt 11.	19
27	Seqwater directed to undertake particular works—Act, s 100	20
28	Southern Regional Water Pipeline Company directed to undertake particular works—Act, s 100	21
29	Coordinator-General directed to undertake particular works—Act, s 109	21
Part 12	Gold Coast Rapid Transit Project	
30	Definitions for pt 12.	21
31	Coordinator-General directed to undertake particular works—Act, s 109	22
Part 13	Environmental coordination	
32	Definitions for pt 13.	23
33	Application of pt 13.	23
34	Coordinator-General's public notification about terms of reference and EIS.	24

35	Other matters about EIS.	25
36	Coordinator-General's report	25
Part 14	Miscellaneous provision	
37	Existing approval of terms of agreement to transfer works	26
Part 15	Repeal	
38	Repeal of regulation	27
Schedule 1	Matters to be addressed by assessment	28
Schedule 1A	Land divested from Coordinator-General and vested in Toowoomba Regional Council	33
Schedule 2	Terms of agreement negotiated between Coordinator-General and Griffith University	35
 Endnotes		
1	Index to endnotes.	46
2	Date to which amendments incorporated.	46
3	Key	47
4	Table of reprints	47
5	List of legislation.	47
6	List of annotations	48

State Development and Public Works Organisation Regulation 2010

[as amended by all amendments that commenced on or before 29 June 2012]

Part 1 Preliminary

1 Short title

This regulation may be cited as the *State Development and Public Works Organisation Regulation 2010*.

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.

Part 3 Works for dam sites

3 Definitions for pt 3

In this part—

affected area means the areas shown on drawings 100118,

[s 4]

100119 and 100120, prepared by Queensland Water Infrastructure and dated February 2007, as Wyaralong Dam affected areas.

Editor's note—

The drawings may be inspected on the department's website at <www.dip.qld.gov.au>.

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' to the extent that it relates to the proposed Wyaralong Dam.

dam site project works means 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).

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

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.

4 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 that are not reserved works.

5 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;
 - (c) reserved works.

6 Coordinator-General to keep particular documents available for inspection

The Coordinator-General must keep the drawings mentioned in section 3, definition *affected area* available for inspection on the department's website.

Editor's note—

The department's website is <www.dip.qld.gov.au>.

Part 4 Drought contingency projects

7 Definitions for pt 4

In this part—

drought contingency report means the document titled 'Report on the Drought Contingency Projects—January 2009' held by the department and published on its website.

Editor's note—

The department's website is <www.dip.qld.gov.au>.

eastern pipeline inter-connector project works means the works reasonably connected with, or incidental to—

- (a) carrying out early incidental works, land purchasing,

[s 7]

surveys, planning and proposed investigations for the eastern pipeline inter-connector described in the drought contingency report; or

- (b) the construction of the mainland works, for the eastern pipeline inter-connector, as described in the drought contingency report.

Kuraby inter-connector project preliminary works means the works reasonably connected with, or incidental to, the carrying out of early incidental works, land purchasing, surveys, planning and investigations for the construction of a pipeline from the southern regional water pipeline to the pipeline connecting the Illaweena and Kuraby reservoirs, as described in the drought contingency report.

Lowood to Lake Wivenhoe project works means the works reasonably connected with, or incidental to, the construction of the pipeline to discharge water into Lake Wivenhoe as described in the drought contingency report.

northern pipeline inter-connector stage 1 project works means the works reasonably connected with, or incidental to, the construction of stage 1 of the northern pipeline inter-connector described in the drought contingency report.

northern pipeline inter-connector stage 2 construction project works means the works reasonably connected with, or incidental to, the construction of the pipeline between the Noosa water treatment plant and the northern pipeline inter-connector stage 1 pipeline near Eudlo, and associated works, mentioned in the drought contingency report.

northern pipeline inter-connector stage 2 project works means the works for stage 2 of the northern pipeline inter-connector that are reasonably connected with, or incidental to, carrying out early incidental works, land purchasing, surveys, planning and proposed investigations described in the drought contingency report.

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 eastern pipeline inter-connector project works;
- (e) the northern pipeline inter-connector stage 1 project works;
- (f) the northern pipeline inter-connector stage 2 project works;
- (g) the western corridor recycled water project works;
- (h) the Toowoomba pipeline project preliminary works;
- (i) the Toowoomba pipeline project works;
- (j) the Kuraby inter-connector project preliminary works;
- (k) the northern pipeline inter-connector stage 2 construction 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.

South East Queensland (Gold Coast) Desalination Facility means the desalination facility of that name described in the drought contingency report.

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, facilitating the construction of the South East Queensland (Gold Coast) Desalination Facility.

[s 8]

southern regional water pipeline project works means the works reasonably connected with, or incidental to, the construction of the southern regional water pipeline described in the drought contingency report.

Toowoomba pipeline project preliminary works means the Toowoomba pipeline project works comprising early incidental works, land purchasing, surveys, planning and investigations.

Toowoomba pipeline project works means the works reasonably connected with, or incidental to, the construction of a pipeline from Lake Wivenhoe to Lake Cressbrook as described in the drought contingency report.

town water supply project works means the works reasonably connected with, or incidental to, the construction of the pipeline to supply water to Benarkin, Blackbutt, Toolgoolawah and Yarraman and described in the drought contingency report.

western corridor recycled water project works—

- (a) means the works reasonably connected with, or incidental to, the construction of the western corridor recycled water project described in the drought contingency report; and
- (b) includes—
 - (i) the town water supply project works; and
 - (ii) the Lowood to Lake Wivenhoe project works.

8 Local bodies directed to undertake particular works—Act, s 100

- (1) Each of subsections (2) to (4) is a direction for section 100 of the Act.
- (2) South East Queensland (Gold Coast) Desalination Company Pty Ltd (ACN 122 413 316) must undertake all parts of the following project works that are not reserved works—

-
- (a) the south east Queensland (Gold Coast) desalination facility facilitation project works;
 - (b) the south east Queensland (Gold Coast) desalination facility construction project works.
- (3) Southern Regional Water Pipeline Company Pty Ltd (ACN 117 898 174) must undertake all parts of the following project works that are not reserved works—
- (a) the eastern pipeline inter-connector project works;
 - (b) the northern pipeline inter-connector stage 1 project works;
 - (c) the northern pipeline inter-connector stage 2 project works;
 - (d) the southern regional water pipeline project works;
 - (e) the Toowoomba pipeline project preliminary works;
 - (f) the Toowoomba pipeline project works;
 - (g) the Kuraby inter-connector project preliminary works;
 - (h) the northern pipeline inter-connector stage 2 construction project works.
- (4) Western Corridor Recycled Water Pty Ltd (ACN 124 226 777) must undertake all parts of the western corridor recycled water project works that are not reserved works.

9 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 reserved works for each of the project works.

[s 9A]

9A Particular land is divested from Coordinator-General and vested in Toowoomba Regional Council—Act s 128(2)

The land mentioned in schedule 1A is divested from the Coordinator-General and vested in the Toowoomba Regional Council.

Part 5 Works for potential coal transport corridors

10 Definitions for pt 5

In this part—

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

11 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 6 Connors River Dam Investigations

12 Definitions for pt 6

In this part—

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 investigation area.

investigation area means the area shown as the Investigation Area (Full Supply Level EL 168.4m) on the map of 24 November 2006 titled 'Connors River Dam at Mt Bridget AMTD 95.7km' and held by the department.

13 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 investigation area—
 - (a) geo-technical investigations;
 - (b) surveys of cultural heritage;
 - (c) surveys of flora and fauna;
 - (d) surveys and valuations of land.

[s 14]

Part 7 Gold Coast University Hospital Project

14 Definitions for pt 7

In this part—

Gold Coast University Hospital facilities means the Gold Coast University Hospital facilities described in the project report.

Gold Coast University Hospital facilities works means the project works of that name described in the project report and comprising works reasonably connected with, or incidental to, the construction of the Gold Coast University Hospital facilities.

preliminary works means the project works comprising early incidental works, land purchasing, surveys, investigations, planning and preparation of detailed designs.

project report means the Coordinator-General's report of August 2008 titled 'Gold Coast University Hospital Second Project Report' held by the Coordinator-General and published on the department's website.

Editor's note—

The department's website is <www.dip.qld.gov.au>.

project works means the works reasonably connected with, or incidental to, the construction of the Gold Coast University Hospital Project described in the project report.

15 **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—
 - (a) the preliminary works;
 - (b) the Gold Coast University Hospital facilities works.

Part 8 Works for Fitzroy to Gladstone pipeline

16 Definitions for pt 8

In this part—

investigation area means the area shown as the proposed corridor investigation area on the map series of 17 November 2007 that—

- (a) is called ‘Proposed Investigation Area for Fitzroy to Gladstone Pipeline’; and
- (b) is held by the department; and
- (c) is available for inspection by members of the public.

pipeline investigations means the following works reasonably connected with the proposed construction of a pipeline for carrying water between the Fitzroy River and Gladstone—

- (a) investigations to determine the engineering feasibility of constructing the pipeline, including, for example, the drilling of test pits and bore holes;
- (b) surveys of flora and fauna;
- (c) surveys of soil and water quality;
- (d) surveys of cultural heritage;
- (e) valuations of land;
- (f) surveys of land and watercourses.

water board means Gladstone Area Water Board ABN 88 409 667 181.

17 Water board directed to undertake particular works—Act, s 100

- (1) Subsection (2) is a direction for section 100 of the Act.
- (2) The water board must undertake the pipeline investigations in the investigation area.

[s 18]

Part 9 Griffith University Facilities Project

18 Definitions for pt 9

In this part—

Griffith University means Griffith University established under the *Griffith University Act 1998*, section 4.

medicine and oral health centre means the Centre for Medicine and Oral Health described in the project report.

medicine and oral health centre project works means the works reasonably connected with, or incidental to, the construction of the Centre for Medicine and Oral Health building and the Common Use Teaching Facility building described in the supplementary project report.

preliminary works means the works comprising early incidental works, surveys, investigations, planning and preparation of detailed designs for—

- (a) the medicine and oral health centre; and
- (b) the student accommodation facilities.

project report means the Coordinator-General's report of November 2008 titled 'Griffith University Facilities Project Report' held by the Coordinator-General and published on the department's website.

Editor's note—

The department's website is <www.dip.qld.gov.au>. The project report and the supplementary project report also may be inspected at the office of the Coordinator-General, 100 George Street, Brisbane.

science and engineering building works means the works reasonably connected with, or incidental to, the construction of the Science and Engineering Building described in the project report.

student accommodation facilities means the Student Accommodation Facilities described in the project report.

supplementary project report means the Coordinator-General's report of November 2010 titled 'Centre for Medicine and Oral Health Project Report' held by the Coordinator-General and published on the department's website.

19 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—
 - (a) the preliminary works;
 - (b) the science and engineering building works;
 - (c) the medicine and oral health centre project works.

19A Approval of terms of agreement to transfer works—Act, s 134(2)

The terms of the agreement negotiated between the Coordinator-General and Griffith University, as set out in schedule 2, are approved under section 134(2) of the Act.

Part 10 Cloncurry Pipeline Project

20 Definitions for pt 10

In this part—

Cloncurry pipeline project works means works reasonably connected with, or incidental to, the construction of the Cloncurry pipeline as described in the pipeline report.

Examples of works reasonably connected with, or incidental to, the construction of the pipeline—

- construction of a permanent or temporary road for access

[s 21]

- installation of a pump, telecommunications facility or water storage facility

pipeline report means SunWater’s report of 17 July 2009 called ‘Cloncurry pipeline project description’.

reserved works means the parts of the Cloncurry pipeline project works that, in the circumstances, can only be carried out with the exercise of a power 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 SunWater Limited ACN 131 034 985.

21 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 Cloncurry pipeline project works that are not reserved works.

22 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 reserved works.

23 Coordinator-General authorised to undertake particular works—Act, s 140

For the Cloncurry pipeline project works, the Coordinator-General is authorised to undertake works in, on, over, through or across the Cloncurry River.

24 Coordinator-General authorised to take sand etc.—Act, s 140(1)(a)

The Coordinator-General is authorised—

- (a) to take sand, stone, gravel and other material from the Cloncurry River; and
- (b) to use the sand, stone, gravel and other material for the Cloncurry pipeline project works.

25 Exempt development—Act, s 140(1)(b)

- (1) Subsection (2) is a direction for section 140(1)(b) of the Act.
- (2) The taking, and use for the Cloncurry pipeline project works of sand, stone, gravel and other material authorised under section 24 is exempt development under the *Sustainable Planning Act 2009*.

Part 11 Wyaralong water treatment plant and Cedar Grove and Karawatha inter-connectors

26 Definitions for pt 11

In this part—

Cedar Grove and Karawatha inter-connector project works means works reasonably connected with, or incidental to—

- (a) carrying out early incidental works, land purchasing, surveys, planning and proposed investigations for pipelines connecting the Wyaralong water treatment plant to the South East Queensland Water Grid, specifically the southern regional water pipeline and the Kuraby reservoir; or
- (b) construction of the pipelines.

[s 27]

project works means—

- (a) Cedar Grove and Karawatha inter-connector project works; or
- (b) Wyaralong water treatment plant project works.

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

Seqwater means Queensland Bulk Water Supply Authority ABN 75 450 239 876 trading as Seqwater.

Southern Regional Water Pipeline Company means Southern Regional Water Pipeline Company Pty Ltd ACN 117 898 174.

Wyaralong water treatment plant means the proposed water treatment plant at Wyaralong to process water extracted from Wyaralong Dam and the Logan River system.

Wyaralong water treatment plant project works means works reasonably connected with, or incidental to—

- (a) carrying out early incidental works, land purchasing, surveys, planning and investigations for the Wyaralong water treatment plant; or
- (b) the construction of the Wyaralong water treatment plant.

27 Seqwater directed to undertake particular works—Act, s 100

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

28 Southern Regional Water Pipeline Company directed to undertake particular works—Act, s 100

- (1) Subsection (2) is a direction for section 100 of the Act.
- (2) Southern Regional Water Pipeline Company must undertake all parts of the Cedar Grove and Karawatha inter-connector project works that are not reserved works.

29 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 reserved works.

Part 12 Gold Coast Rapid Transit Project

30 Definitions for pt 12

In this part—

GCRT facilitation works means—

- (a) operational work that is—
 - (i) the clearing of native vegetation on land in the project area; and
 - (ii) undertaken to facilitate the carrying out of the GCRT precinct works; or
- (b) other works reasonably connected with, or incidental to, carrying out the work mentioned in paragraph (a).

GCRT precinct works means the works of that name described in the project report.

native vegetation means vegetation under the *Vegetation Management Act 1999*.

[s 31]

operational work see the *Sustainable Planning Act 2009*, section 10(1).

project area means the following areas shown at appendix A of the project report on the drawing stated for the area—

- (a) clearing area ‘A’—A1195200-620B;
- (b) clearing area ‘B’—A1195200-620C;
- (c) clearing area ‘C’—A1195200-620D;
- (d) clearing area ‘D’—A1195200-620E;
- (e) clearing areas ‘E1’ and ‘E2’—A1195200-620F.

project report means the Coordinator-General’s report of October 2009 titled ‘Gold Coast Rapid Transit – Gold Coast Health and Knowledge Precinct – Project Report’ held by the Coordinator-General and published on the department’s website.

Editor’s note—

The department’s website is <www.dip.qld.gov.au>.

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

- (1) Subsection (2)—
 - (a) is a direction for section 109 of the Act; and
 - (b) applies only if the relevant Ministers have, before any GCRT facilitation works are undertaken, agreed in writing to an arrangement satisfactory to the Ministers about addressing adverse environmental effects of the works.
- (2) The Coordinator-General is directed to undertake the GCRT facilitation works.
- (3) In this section—

relevant Ministers means each of the following—

- (a) the Minister administering the *Vegetation Management Act 1999*;

- (b) the Minister administering the *Nature Conservation Act 1992*.

Part 13 Environmental coordination

32 Definitions for pt 13

In this part—

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

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.

33 Application of pt 13

- (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—

[s 34]

- (i) the Commonwealth Minister has, under the Commonwealth Environment Act—
 - (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 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).

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

- (1) A public notification under section 29(1)(b) or 33(1) 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.
- (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 Environment Act, part 3, mentioned in section 34 of that Act.

35 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.

36 Coordinator-General's report

- (1) A report under section 35(3) 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, or changes to the project or procedures, to prevent or minimise the project's relevant impacts, proposed by the proponent or suggested in relevant submissions;
 - (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

[s 37]

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.

relevant submissions means properly made submissions, or other submissions accepted by the Coordinator-General under section 34 of the Act.

Part 14 Miscellaneous provision

37 Existing approval of terms of agreement to transfer works

The repeal of the *State Development and Public Works Organisation Regulation 1999* (the *repealed regulation*) does not affect the approval for section 134(2) of the Act, given under the repealed regulation, section 18, of the following—

- (a) the terms of the agreement negotiated between the Coordinator-General and the Stadium Redevelopment Authority, as set out in the repealed regulation, schedule 2;
- (b) the terms of the agreement negotiated between the Coordinator-General and the State represented by the

Department of Public Works, as set out in the repealed regulation, schedule 3.

Part 15 Repeal

38 Repeal of regulation

The State Development and Public Works Organisation Regulation 1999, SL No. 188 is repealed.

Schedule 1 Matters to be addressed by assessment

section 35(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;

- (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 about whether any relevant impacts are likely to be unknown, unpredictable or irreversible;
- (d) an analysis of the significance of the relevant impacts;

- (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—
 - (a) details of any planning instrument under the *Sustainable Planning Act 2009* 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 *Environment Protection and Biodiversity Conservation Act 1999 (Cwlth)*, 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
 - (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;

Schedule 1

- (c) how the reliability of the information was tested;
- (d) any uncertainties in the information.

**Schedule 1A Land divested from
Coordinator-General and
vested in Toowoomba Regional
Council**

section 9A

Easement A in lot 12 on SP109132 on SP224489
Easement A in lot 58 on CSH2241 on SP224508
Easement A in lot 129 on RP805037 on SP224494
Easement AA in lot 18 on CA31814 on SP224500
Easement AB in lot 62 on CA311589 on SP224501
Easement AC in lot 12 on CA31780 on SP224502
Easement AD in lot 946 on CSH669 on SP224503
Easement AE in lot 19 on CA31827 on SP224504
Easement AF in lot 41 on CSH403 on SP224506
Easement AG in lot 41 on CSH403 on SP224506
Easement AH in lot 41 on CSH403 on SP224506
Easement AI in lot 41 on CSH403 on SP224506
Easement AJ in lot 2 on RP171758 on SP224507
Easement AK in lot 2 on RP171758 on SP224507
Easement AL in lot 2 on RP171758 on SP224507
Easement B in lot 4 on RP215418 on SP224478
Easement C in lot 5 on RP142462 on SP224479
Easement E in lot 209 on CSH2114 on SP224481
Easement F in lot 1 on RP199226 on SP224482
Easement H in lot 203 on CSH2029 on SP224483
Easement I in lot 11 on RP217483 on SP224484

Schedule 1A

Easement J in lot 2 on SP219259 on SP224485
Easement K in lot 3 on RP213665 on SP224486
Easement L in lot 213 on CSH2236 on SP224487
Easement M in lot 2 on RP20797 on SP224488
Easement P in lot 2 on RP20833 on SP224490
Easement Q in lot 1 on RP20834 on SP224491
Easement R in lot 5 on RP129520 on SP224492
Easement RA in lot 5 on RP129520 on SP222909
Easement S in lot 40 on RP805037 on SP224493
Easement U in lot 109 on RP805037 on SP224495
Easement V in lot 117 on CA31373 on SP224496
Easement W in lot 122 on CA31377 on SP224497
Easement X in lot 127 on CA31414 on SP224498
Easement XX in lot 241 on SP222905
Easement Y in lot 271 on CA311037 on SP224499
Easement Z in lot 18 on CA31814 on SP224500
Lot 3 on SP 222905

Schedule 2 **Terms of agreement negotiated
between Coordinator-General
and Griffith University**

section 19A

The Coordinator-General

Griffith University

**Transfer of Science
and Engineering
Building (G39)**

Schedule 2

Contents

1	Interpretation	1
1.1	Definitions	1
1.2	Construction	2
1.3	Headings	3
2	Ownership and transfer of the Works	4
2.1	Transfer	4
2.2	Governor in Council approval	4
2.3	Acceptance of Works	4
2.4	Indemnity	4
3	Notices	4
3.1	General	4
3.2	How to give a communication	4
3.3	Particulars for delivery of notices	4
3.4	Communications by post	5
3.5	Communications by fax	5
3.6	After hours communications	5
3.7	Process service	5
4	General	6
4.1	Duty	6
4.2	GST	6
4.3	No Merger	7
4.4	Legal costs	7
4.5	Rights cumulative	7
4.6	Further steps	7
4.7	Governing law and jurisdiction	7
4.8	Counterparts	7
4.9	Entire understanding	7
4.10	Relationship of parties	8

Date 16 May 2012

Parties

The Coordinator-General ABN 25 166 523 889 of Level 5, 100 George Street, Brisbane, Queensland (**CG**)

Griffith University ABN 78 106 094 461 of Nathan Campus, Nathan, Queensland (**Griffith**)

Background

- A Pursuant to the Regulation, the CG was directed to undertake the Project Works for the Griffith University Facilities Project.
 - B The Contract Administration Deed sets out the basis on which the CG carried out the Project Works.
 - C The Project Works have been completed and in accordance with section 134 of the Act the CG has, subject to Governor in Council approval by regulation pursuant to section 134(2) of the Act, agreed to transfer ownership of the Works to Griffith on the terms and conditions set out in this document.
-

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

Act means *State Development and Public Works Organisation Act 1971* (Qld).

Building Contract means the contract between the CG and Hindmarsh Constructions Queensland Pty Ltd ABN 76 100 120 027 dated 23 December 2008.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in Brisbane.

Claim means any claim, loss, action, liability, damage, cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character which the CG pays, suffers or incurs or is liable for including:

- (a) liabilities on account of Tax;

Schedule 2

- (b) interest and other amounts payable to third parties; and
- (c) legal and other expenses incurred in connection with investigating or defending any claim or action, whether or not resulting in any liability and/or amounts paid in settlement of any claim or action.

Contract Administration Deed means the deed between the CG and Griffith dated 23 December 2008.

CG means the corporation sole constituted under section 8 of the Act.

Effective Date means the date of commencement of the regulation referred to in **clause 2.2**.

Griffith means the body corporate established under the *Griffith University Act 1998* (Qld).

Project Works has the meaning given in Part 4I of the *State Development and Public Works Organisation Regulation 2010* and relates to the works required to deliver the Griffith University Facilities Project.

Regulation means *State Development and Public Works Organisation Amendment Regulation (No. 7) 2008* in respect of the works under the Building Contract inserting Part 4I of the *State Development and Public Works Organisation Regulation 2010*.

State means the State of Queensland.

Tax includes:

- (a) all taxes levied, imposed or assessed under the Tax Act or any other statute, ordinance or law in Australia or elsewhere; and
- (b) taxes in the nature of sales tax, consumption tax, value added tax, payroll tax, group tax, PAYE, PAYG, undistributed profits, fringe benefits tax, recoupment tax, withholding tax, land tax, water rates, municipal rates, stamp duties, gift duties or other State, territorial, Commonwealth or municipal charges or impositions levied, imposed or collected by any governmental body,

together with any additional tax, interest, penalty, charge, fee or other amount of any kind assessed, charged or imposed in relation to the late or short payment of the same or the failure to file any return.

Tax Act means the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth).

Works has the meaning given in the Building Contract.

1.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in Brisbane;
 - (vii) "\$" or "dollars" is a reference to Australian currency;
 - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (x) this document includes all schedules and annexures to it; and
 - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.3 Headings

Headings do not affect the interpretation of this document.

2 Ownership and transfer of the Works

2.1 Transfer

In consideration of the payments made by Griffith under the Building Contract in accordance with the Contract Administration Deed, the CG transfers title to and ownership of the Works to Griffith on and from the Effective Date.

2.2 Governor in Council approval

The transfer in **clause 2.1** is subject to approval of the terms of this document by the Governor in Council by regulation pursuant to section 134(2) of the Act.

2.3 Acceptance of Works

Griffith accepts title to and ownership of the Works on and from the Effective Date on an "as is/where is" basis with all their faults and defects (if any) latent and patent.

2.4 Indemnity

Griffith shall indemnify and keep indemnified the CG, its employees, consultants and agents against all Claims arising directly or indirectly under or in connection with the Works and this document, except and to the extent that a Claim is caused or contributed to by the acts or omissions of the CG or employees or consultants of the State but the exception does not apply to employees or consultants acting in accordance with directions given by Griffith.

3 Notices

3.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an agent of the sender.

3.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current address for notices;
- (c) sent to the party's current address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by fax to the party's current fax number for notices.

3.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially:

CG

Address: The Coordinator-General
Department of Infrastructure and Planning
Level 5, 100 George Street, Brisbane, Qld 4000

Fax: (07) 3224 4683
Attention: Project Director
Gold Coast University Hospital Project
Government Development Projects

Griffith

Address: Facilities Management Building (N23)
Griffith University
170 Kessels Road
Nathan, QLD 4111

Fax: (07) 3735 7746
Attention: Mr Geoffrey Smith

- (b) Each party may change its particulars for delivery of notices by notice to each other party.

3.4 Communications by post

Subject to **clause 3.6**, a communication is given if posted:

- (a) within Australia to an Australian address, three Business Days after posting; or
(b) in any other case, ten Business Days after posting.

3.5 Communications by fax

Subject to **clause 3.6**, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

3.6 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
(b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

3.7 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this **clause 3** or in accordance with any applicable law.

4 General

4.1 Duty

- (a) Griffith as between the parties is liable for and must pay all duty (including any fine or penalty except where it arises from default by the other party) on or relating to this document, any document executed under it or any dutiable transaction evidenced or effected by it.
- (b) If a party other than Griffith pays any duty (including any fine or penalty) on or relating to this document, any document executed under it or any dutiable transaction evidenced or effected by it, Griffith must pay that amount to the paying party on demand.

4.2 GST

- (a) In this **clause 4.2**:
 - (i) words and expressions which are not defined in this document but which have a defined meaning in GST Law have the same meaning as in the GST Law;
 - (ii) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
 - (iii) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.
- (c) If GST is payable on any supply made by a party (or any entity through which that party acts) (**Supplier**) under or in connection with this document, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.
- (d) The recipient will pay the amount referred to in **clause 4.2(c)** in addition to and at the same time that the consideration for the supply is to be provided under this document.
- (e) The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under **clause 4.2(c)**. The recipient can withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.
- (f) If an adjustment event arises in respect of a taxable supply made by a Supplier under this document, the amount payable by the recipient under **clause 4.2(c)** will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

- (g) Where a party is required under this document to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
 - (ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

4.3 No Merger

Clause 4.2 does not merge in the completion or termination of this document or on the transfer of the Building under this document.

4.4 Legal costs

Except as expressly stated otherwise in this document, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.

4.5 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

4.6 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

4.7 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

4.8 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

4.9 Entire understanding

- (a) This document contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.

- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

4.10 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

Executed as a deed.

Signed sealed and delivered for and)
 by on behalf of The Coordinator-General)
 ABN ABN-25 466 523 889 on this)
 24 830 236 406)
 16th day of July 2012)
 by: BARRY EDWARD BROE)
)
)
)



in the presence of:

S. Speak
 Signature of Witness

SIOBHAN REBECCA SPEAK
 Name of Witness in full (print)

Signed sealed and delivered for and)
 on behalf of Griffith University)
 ABN 78 106 094 461 on this)
 18th day of July 2011)
 by:)
COLIN Mc ANDREW)

Colin McAndrew
 Signature

in the presence of:

Michelle Jackson
 Signature of Witness

MICHAEL ANTHON COLLIERE-JACKSON
 Name of Witness in full (print)

Endnotes

1 Index to endnotes

	Page
2 Date to which amendments incorporated	46
3 Key	47
4 Table of reprints	47
5 List of legislation	47
6 List of annotations	48

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 29 June 2012. Future amendments of the State Development and Public Works Organisation Regulation 2010 may be made in accordance with this reprint under the Reprints Act 1992, section 49.

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 included	Effective	Notes
1	none	14 May 2010	
1A	2010 SL No. 358	10 December 2010	
1B	2011 SL No. 18	17 March 2011	
1C	2012 SL No. 79	29 June 2012	

5 List of legislation

Regulatory impact statements

For subordinate legislation that has a regulatory impact statement, specific reference to the statement is included in this list.

Endnotes

Explanatory notes

All subordinate legislation made on or after 1 January 2011 has an explanatory note. For subordinate legislation made before 1 January 2011 that has an explanatory note, specific reference to the note is included in this list.

State Development and Public Works Organisation Regulation 2010 SL No. 85

made by the Governor in Council on 13 May 2010

notfd gaz 14 May 2010 pp 121–2

commenced on date of notification

exp 1 September 2020 (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 and Public Works Organisation Amendment Regulation (No. 1) 2010 SL No. 358

notfd gaz 10 December 2010 pp 1082–6

commenced on date of notification

State Development and Public Works Organisation Amendment Regulation (No. 1) 2011 SL No. 18

notfd gaz 11 March 2011 pp 409–10

ss 1–2 commenced on date of notification

remaining provisions commenced 17 March 2011 (see s 2)

State Development and Public Works Organisation Amendment Regulation (No. 1) 2012 SL No. 79

notfd gaz 29 June 2012 pp 704–10

commenced on date of notification

6 List of annotations

Particular land is divested from Coordinator-General and vested in Toowoomba Regional Council—Act s 128(2)

s 9A ins 2011 SL No. 18 s 4

Definitions for pt 9

s 18 def “**Griffith University**” ins 2012 SL No. 79 s 3

def “**medicine and oral health centre project works**” ins 2010 SL No. 358 s 3(1)

def “**project report**” amd 2010 SL No. 358 s 3(2)

def “**supplementary project report**” ins 2010 SL No. 358 s 3(1)

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

s 19 amd 2010 SL No. 358 s 4

Approval of terms of agreement to transfer works—Act, s 134(2)

s 19A ins 2012 SL No. 79 s 4

**SCHEDULE 1A—LAND DIVESTED FROM COORDINATOR-GENERAL AND
VESTED IN TOOWOOMBA REGIONAL COUNCIL**

ins 2011 SL No. 18 s 5

**SCHEDULE 2—TERMS OF AGREEMENT NEGOTIATED BETWEEN
COORDINATOR-GENERAL AND GRIFFITH UNIVERSITY**

ins 2012 SL No. 79 s 5

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