



Victoria Government Gazette

No. G 40 Thursday 4 October 2001

GENERAL

GENERAL AND PERIODICAL GAZETTE

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Government and Outer Budget Sector Agencies Notices

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- Proofs will be supplied only when requested or at the direction of the Gazette Officer.
- No additions or amendments to material for publications will be accepted by telephone.
- Orders in Council may be lodged prior to receiving assent with the Governor's or Clerk's signature. They will only be published once approved and signed.
- Government and Outer Budget Sector Agencies please note: *See style requirements on back page.*

SPECIAL GAZETTES

Copy to: Gazette Officer
The Craftsman Press Pty. Ltd.
125 Highbury Road
Burwood Vic 3125
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Advertising Rates and Payment

Private Notices

Full Page \$396.00

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Typeset
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Telephone: 0419 327 321

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The *Victoria Government Gazette*

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Subscription enquiries:

The Craftsman Press Pty. Ltd.
125 Highbury Road, Burwood Vic 3125
Telephone: (03) 9926 1233

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PRIVATE ADVERTISEMENTS**DISSOLUTION OF PARTNERSHIP**

Notice is hereby given that the partnership previously subsisting between Erich Johan Zdrazil and Joan Elizabeth Zdrazil, carrying on business as Electrical Contractors at 426 Sanctuary Road, Loch Sport, in the State of Victoria, under the style Loch Sport Electrics, has been dissolved by notice dated 26 September 2001 as from 28 September 2001 and the said Joan Elizabeth Zdrazil will be retiring from the said partnership.

DAVIS & MARKS, solicitors.
Level 1, 28 Carpenter Street, Brighton 3186.

The partners of GWP Aarons & Co wish to announce that Graeme Walter Philip Aarons and Thomas Joseph Cantwell have ceased to be partners and retired from the partnership on 1 July 2001.

IRENE FRANCES CHEERS, late of 18 Burrell Street, McCrae, married woman, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 March 2001, are required by Equity Trustees Limited, ACN 004 031 298, the proving executor of the will of the deceased, to send particulars of their claims to the executor in the care of the undermentioned solicitor by 5 December 2001 after which date the executor may convey or distribute the assets having regard only to the claims of which it then has notice.

ANDREW G. J. ROWAN, solicitor,
Level 4, 472 Bourke Street, Melbourne 3000.

KEVIN JOSEPH HAYES, late of 17 Sylvester Avenue, St. Leonards, Victoria, retired barman, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 25 July 2001, are required by the trustees, Augustine Felix Hayes and Andrew Roland Hill, to send particulars of their claims to the trustees in the care of the undermentioned legal practitioners by 7 December 2001 after which date the

trustees may convey or distribute the assets having regard only to the claims of which they then have notice.

BIRDSEY, DEDMAN & BARTLETT,
legal practitioners,
166A Rynie Street, Geelong.

Creditors, next-of-kin and others having claims in respect of the estate of ARCHIBALD CRAWFORD, late of Unit 2, 77 Athol Road, Springvale South, retired, deceased, who died on 29 July 2001, are required to send particulars of their claims to the executor care of the undermentioned solicitors by 3 December 2001 after which date the executor will distribute the assets having regard only to the claims for which notice has been received.

BORCHARD & MOORE, solicitors,
44 Douglas Street, Noble Park.

Creditors, next-of-kin and others having claims in respect of the estate of IVY MILDRED FOX, formerly of 22 Wilma Avenue, Dandenong, Victoria, but late of Elizabeth Gardens Nursing Home, 2 Elizabeth Street, Burwood, Victoria, widow, deceased, who died on 25 September 2000, are required to send particulars of their claims to the executors care of the undermentioned solicitors by 3 December 2001 after which date the executors will distribute the assets having regard only to the claims for which notice has been received.

BORCHARD & MOORE, solicitors,
44 Douglas Street, Noble Park.

Re: KATA BARIC (also known as KATHY BARIC), late of 33 Woodstock Drive, Gladstone Park, Victoria, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 July 2001, are required by the trustee, Ivo Simurina of 8 Sydney Street, Panania, Sydney, New South Wales, carpenter, nephew, to send particulars to the trustee by 13 December 2001 after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

DE MARCO & CO., solicitors,
209 Glenroy Road, Glenroy 3046.

STANLEY CHARLES BRIGGS, late of 2/182 Weatherall Road, Cheltenham. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 August 2001, are required by the trustee, care of G.W.H. Chambers, solicitor of 338 Charman Road, Cheltenham, to send particulars to her by 5 December 2001 after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

Dated 4 October 2001

G.W.H. CHAMBERS, solicitor,
338 Charman Road, Cheltenham 3192.

Jasel Nominees Pty Ltd as trustee for the WILTON FAMILY TRUST. Creditors, next-of-kin and others having claims in respect of the Wilton Family Trust are required by the trustee of the Wilton Family Trust, namely Jasel Nominees Pty Ltd, to send particulars to its solicitors, GWP Aarons & Co, 2nd Floor, 262 Queen Street, Melbourne in the State of Victoria by 7 December 2001 after which date the trustee may convey or distribute the assets, having regard only to the claims of which it then has notice.

Dated 4 October 2001

GWP AARONS & CO., solicitors,
2nd Floor,
262 Queen Street, Melbourne, Victoria 3000.

GIUSEPPE GIOVANNI AMATO, late of "Alma Vale", 295 Hume Highway, Beveridge, Victoria 3753, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 20 May 2001, are required by Giovanna Amato, the executrix of the said estate to send particulars by 10 December 2001 to her solicitors, Gullaci & Gullaci of 158 Bell Street, Coburg, after which date the executrix may convey or distribute the assets, having regard only to the claims of which she then has notice.

Dated 26 September 2001

GULLACI & GULLACI, solicitors,
158 Bell Street, Coburg, Victoria 3058.

JANE GORDON FULLARD, late of Unit 5, 8 Lovick Avenue, Mansfield, Victoria, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of

the deceased, who died on 26 June 2001, are required by the applicants for grant of representation in the estate, Mary Rodger Thibou and Isabel Jean Dolling, to send particulars to them at the office of the undermentioned firm of solicitors by 14 December 2001 after which date the applicants for grant of representation may convey and distribute the assets, having regard only to the claims of which they then have notice.

MAL. RYAN & GLEN,
solicitors for the applicants,
9 High Street, Mansfield 3722.

NOEL ADAMS, late of 240 Malcolm Street, Mansfield, Victoria, grazier, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 January 2001, are required by the applicants for grant of representation in the estate, Betty Jean Adams of 240 Malcolm Street, Mansfield, Victoria, widow, Peter John Adams of 270 Malcolm Street, Mansfield, Victoria, retired and Gilbert Noel Adams of 20 Henwood Street, Blackburn South, Victoria, finance manager, to send particulars to them at the office of the undermentioned firm of solicitors by 14 December 2001 after which date the applicants for grant of representation may convey or distribute the assets having regard only to the claims of which they then have notice.

MAL. RYAN & GLEN,
solicitors for the applicants,
9 High Street, Mansfield 3722.

Re: ALEXINA STEWART JOHNSTONE, deceased. Creditors, next-of-kin and others having claims in respect of the estate of ALEXINA STEWART JOHNSTONE, late of Willowbrae Hostel, 81-85 Porter Street, Templestowe, Victoria, widow, who died on 24 June 2001, are to send particulars of their claims to the executor, Timothy John Adam, care of the undermentioned lawyers by 2 December 2001 after which date the trustee may convey or distribute the assets having regard only to the claims of which he then has notice.

MOORES LEGAL,
9 Prospect Street, Box Hill 3128.

Re: ANTONINA MIRABELLA (also known as Antonina Mihaly), deceased. Creditors, next-of-kin and others having claims in respect of the estate of ANTONINA MIRABELLA (also known as Antonina Mihaly), late of 31 Haig Street, Croydon, Victoria, carer, who died on 16 June 2001, intestate, are to send particulars of their claims to the administratrix, Maria Mirabella, care of the undermentioned lawyers by 8 December 2001 after which date the administratrix may convey or distribute the assets having regard only to the claims of which she then has notice.

MOORES LEGAL,
9 Prospect Street, Box Hill 3128.

JOAN MARY McPHEE, late of 98 Park Road, Eltham, Victoria, retired caterer, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 February 2001, are required by the administrator, Heather Ann Johnston of 180 Queen Street, Melbourne, Victoria, to send particulars to her by 5 December 2001 after which date she may convey or distribute the assets having regard only to the claims of which she has notice.

NICHOLAS O'DONOHUE & CO., lawyers,
180 Queen Street, Melbourne 3000.

Creditors, next-of-kin and other persons having claims against the estate of ELLA REMFRY GORDON, late of Carnsworth Nursing Home, 10 A'Beckett Street, Kew, Victoria, widow, who died on 18 May 2000, are required by the executrices, Jillian Elizabeth Moverley of 7 Lansell Crescent, Camberwell, Victoria, laboratory assistant, and Susan Mary Thompson of 6 Macartney Avenue, Kew, Victoria, medical practitioner, to send detailed particulars of their claim to the said executrices, care of the undermentioned solicitor by 8 December 2001, after which date the executrices will proceed to distribute the estate having regard only to the claims of which they then have notice.

PATRICIA M. CARROLL, solicitor,
Level 8, 150 Queen Street, Melbourne.

EILEEN HANNAH HELINGS, late of 7 Howqua Drive, Rosebud West, Victoria, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 April 2001, are required to send particulars of their claims to the trustee, Debra and Lee Freeman, care of the undermentioned solicitors by 5 December 2001 after which date the trustee or personal representative or applicant for grant of administration may convey or distribute the assets having regard only to the claims of which he then has notice.

PAUL McGUINNESS & ASSOCIATES PTY.,
solicitors,
3 Eighth Avenue, Rosebud 3939.
Telephone:(03) 5986 6999.

PHYLLIS VERA TATTERSON, late of Unit 216, The Village Glen, Rosebud, Victoria, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 June 2001, are required to send particulars of their claims to the trustee, Paul Gerard McGuinness, care of the undermentioned solicitors by 2 December 2001 after which date the trustee or personal representative or applicant for grant of administration may convey or distribute the assets having regard only to the claims of which he then has notice.

PAUL McGUINNESS & ASSOCIATES PTY.,
solicitors,
3 Eighth Avenue, Rosebud 3939.
Telephone: (03) 5986 6999.

RUBY MAY HAYES, late of 12 Fitzroy Street, West Preston, Victoria 3072. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 November 2000, are required by Perpetual Trustees Consolidated Limited, ACN 004 029 841 (in the will called National Mutual Trustees Limited) of 360 Collins Street, Melbourne, Victoria, to send particulars of their claims to the said company by 5 December 2001 after which it will convey or distribute the assets having regard only to the claims of which the company then has notice.

Re: PERCIVAL WILLIAM MURRAY, (also known as Percival William Albert Murray), late of 30 McLachlan Street, Apollo Bay, Victoria, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 July 2001, are required by the deceased's personal representatives, Betty Florence Frape, Robyn Kaye Talbot and Peter John Moore, to send particulars to them care of the undermentioned solicitors by 2 December 2001 after which date they may convey or distribute the assets having regard only to the claims of which they then have notice.

SEWELLS LARKINS MCCARTHY, lawyers,
119 Murray Street, Colac.

JESSIE MAISIE STEPHENS, late of 33 Graduate Crescent, Mulgrave, Victoria, widow. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 September 2001, are required by the trustee, Judith Anne Stephens, C/- Sharrock Pitman, 1/53 Kingsway, Glen Waverley, Victoria, to send particulars to her by 5 December 2001 after which date the trustee may convey or distribute the assets having regard only to the claims of which she then has notice.

Re: CHARLES EDWARD HERNE, late of 27 Harridge Street, Rosebud, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 July 2001, are required by the trustees, Kim Syme Price and Geoffrey Robert Nicholson, to send particulars to the trustees C/- the undermentioned solicitors by 2 December 2001 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees have notice.

WRIGHT SMITHS, solicitors,
2 Seventh Avenue, Rosebud 3939.

In the Supreme Court of the State of Victoria
SALE BY THE SHERIFF

On 8 November 2001 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh, (unless process be stayed or satisfied).

All the estate and interest (if any) of Susanne

Almond of 7 Stratus Court, Hampton Park, joint proprietor with Brett Norman Almond of an estate in fee simple in the land described on Certificate of title Volume 10276, Folio 180 upon which is erected a house known as 7 Stratus Court, Hampton Park.

Registered Mortgage No. U581312F and the Covenant No. U581311J affect the said estate and interest.

Terms – Cash only

SW-00-005410-7

Dated 4 October 2001

S. BLOXIDGE
Sheriff's Office

In the County Court of the State of Victoria
SALE BY THE SHERIFF

On 8 November 2001 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh, (unless process be stayed or satisfied).

All the estate and interest (if any) of Adrian Hughes Properties Pty. Ltd., ACN 004 957 626 of 2 Stephens Street, Caulfield, proprietor of an estate in fee simple in the land described on Certificate of Title Volume 5246, Folio 189 upon which is erected a dwelling known as 2 Stephens Street, Caulfield.

Registered Mortgage Nos. V403539K, V406851R, Caveat No. V781545U and the covenant contained in Transfer 1307883 affect the said estate and interest.

Terms – Cash only

CW-00-011217-4

Dated 4 October 2001

S. BLOXIDGE
Sheriff's Office

In the Supreme Court of the State of Victoria
SALE BY THE SHERIFF

On 1 November 2001 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh, (unless process be stayed or satisfied).

All the estate and interest (if any) of Ian Digby Rossborough and Christine Julie Rossborough of 82 Waterfall Gully Road, Rosebud South, proprietors of an estate in fee simple in the land described on Certificate of Title Volume 10028, Folio 795 upon which is erected a dwelling known as 82 Waterfall Gully Road, Rosebud South.

Registered Mortgage No. X613171V affects the said estate and interest.

Terms – Cash only

SW-01-005699-0

Dated 27 September 2001

S. BLOXIDGE
Sheriff's Office

In the Supreme Court of the State of Victoria
SALE BY THE SHERIFF

On 8 November 2001 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh, (unless process be stayed or satisfied).

All the estate and interest (if any) of Mr. Anton Volkman of 19 Airlie Grove, Seaford as shown on Certificate of Title as Anton Theodorus Volkman, joint proprietor with Lynette Volkman of an estate in fee simple in the land described on Certificate of Title Volume 8233, Folio 011 upon which is erected a dwelling known as 19 Airlie Grove, Seaford.

Registered Mortgage No. U515866V affects the said estate and interest.

Terms – Cash only

SW-01-006638-4

Dated 4 October 2001

S. BLOXIDGE
Sheriff's Office

In the Supreme Court of the State of Victoria
SALE BY THE SHERIFF

On 8 November 2001 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh, (unless process be stayed or satisfied).

All the estate and interest (if any) of Helen Pavani of 22 Longview Street, Pascoe Vale, as shown on Certificate of Title as Helen Christopoulos, proprietor of an estate in fee simple in the land described on Certificate of Title Volume 8490, Folio 859, upon which is erected a dwelling known as 22 Longview Street, Pascoe Vale.

Registered Mortgage No. T286990X affects the said estate and interest.

Terms – Cash only

SW-01-006665-9

Dated 4 October 2001

S. BLOXIDGE
Sheriff's Office

In the Supreme Court of the State of Victoria

SALE BY THE SHERIFF

On 8 November 2001 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh, (unless process be stayed or satisfied).

All the estate and interest (if any) of Ian Stanley Rossiter of 57 Warmington Road, Sunshine West, joint proprietor with Cecily Roberta Rossiter of an estate in fee simple in the land described on Certificate of Title Volume 9090, Folio 011 upon which is erected a house known as 57 Warmington Road, Sunshine West.

Registered Mortgage No. T93615M and Caveat No. T668292W affect the said estate and interest.

Terms – Cash only

SW-01-006191-8

Dated 4 October 2001

S. BLOXIDGE
Sheriff's Office

In the Supreme Court of the State of Victoria

SALE BY THE SHERIFF

On 8 November 2001 at 2.30 p.m. at the Sheriff's Office, 8-20 King Street, Oakleigh, (unless process be stayed or satisfied).

All the estate and interest (if any) of Lisa Rhind of 16 Dongala Drive, Werribee as shown on Certificate of Title as Lisa Dianne Rhind, joint proprietor with Dean McAllister Rhind of an estate in fee simple in the land described on Certificate of Title Volume 10244, Folio 334 upon which is erected a dwelling known as 16 Dongala Drive, Werribee.

Registered Mortgage No. U237827H and the covenant in Instrument S286282T affect the said estate and interest.

Terms – Cash only

SW-01-004486-8

Dated 4 October 2001

S. BLOXIDGE
Sheriff's Office

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the —

<i>Name of Owner on Books and Last Known Address</i>	<i>Total Amount Due to Owner</i>	<i>Description Of Unclaimed Money</i>	<i>Date when Amount first became Payable</i>
KNOX CITY COUNCIL			
	\$		
Building Services, Private Bag 555, South Clayton	160.00	Cheque	01/02/97
Z. & L. Stojanovic, 22 George Bass Drive, Endeavour Hills	400.00	"	"
Mollison Properties, C/- 16 Hancock Drive, Ferntree Gully	800.00	"	01/06/97
N. & B. Luscombe, 39 Acadia Avenue, The Basin	200.00	"	13/01/92
M. Durdim, 167 Dandelion Drive, Rowville	400.00	"	11/06/92
The Extenders, 6 Watts Street, Box Hill	400.00	"	29/07/92
Farview Homes, 789 Springvale Road, Mulgrave	400.00	"	02/11/92
Glenty Homes, 660 Spencer Street, West Melbourne	400.00	"	03/12/92
Glenty Homes, 660 Spencer Street, West Melbourne	400.00	"	09/12/92
N. L. D'Ambra, 9 Cantala Court, Wheelers Hill	400.00	"	10/10/90
C. Thomson, 84 Eildon Parade, Rowville	200.00	"	08/10/98
Tim Callaghan, 37 Superior Avenue, Rowville	200.00	"	"
P. Lord, 2/2 Devenish Street, Montrose	400.00	"	15/10/98
Modular Pools, 89 Arcadia Street, The Basin	400.00	"	"
R. & J. Dixon P/L, PO Box 263, Berwick	400.00	"	"
Southern Star Builders, 6 Heritage Rise, Narre Warren	400.00	"	"
International Council of Spiritualists, C/- 15 Wartook Way, Rowville	350.00	"	03/03/99
B. & S. Kim, C/- F. Bertucci, PO Box 204, Burwood	112.00	"	24/03/99
R. S. Jackson, 2 Edsall Close, Rowville	160.00	"	31/03/99
R. Liyanaratchi, 379 Mountain Highway, Wantirna	200.00	"	"

01204

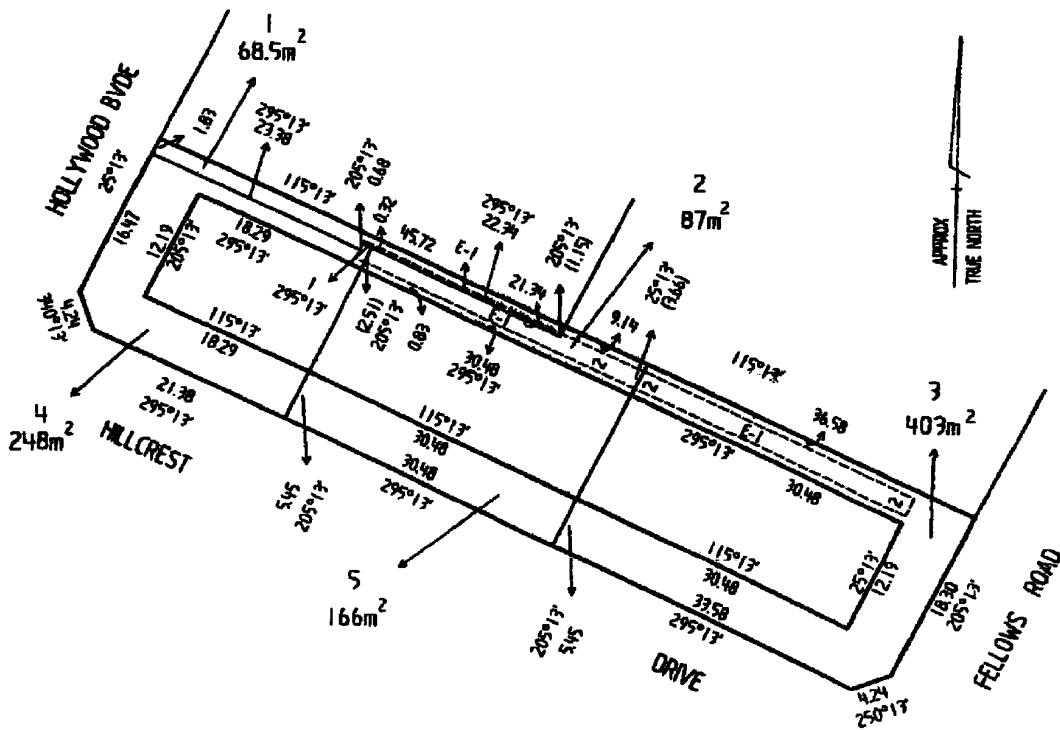
CONTACT: KEITH KIRKHAM, PHONE: (03) 9298 8149.

**GOVERNMENT AND OUTER BUDGET SECTOR AGENCIES
NOTICES**

GREATER GEELONG CITY COUNCIL
Road Discontinuance

At its meeting on 8 November 2000 and acting under Clause 3 of Schedule 10 to the **Local Government Act 1989** Greater Geelong City Council resolved to discontinue the road shown outlined on the plan below.

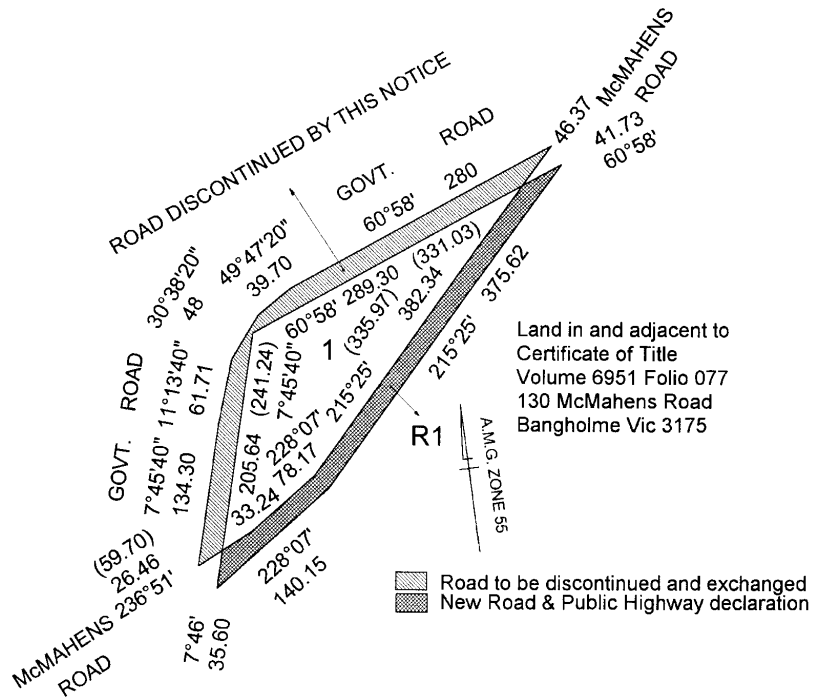
The road is to be sold subject to any right, power or interest as to the land marked "E-1" held by Barwon Region Water Authority in the road in connection with any sewers, drains or pipes under the control of that authority in or near the road.



CITY OF GREATER DANDENONG

Notice of a Deviation of a Road (Discontinuance of part of a Road and Exchange of Land) and Declaration of a Public Highway

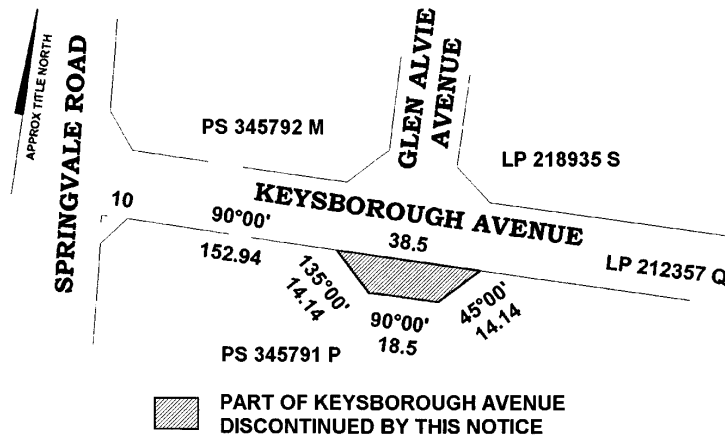
Greater Dandenong City Council (the Council), acting under Sections 189, 204(1), 206, 207B, 207E and Clause 2 of Schedule 10 of the **Local Government Act 1989** (the Act) resolved at its meeting of 10 September 2001 to deviate McMahrens Road, Bangholme as shown in the diagram below and to declare the new road shown as R1 as Public Highway. The road deviation involves the discontinuance of part of a government road and the exchange of this discontinued road for the land contained in certificate of title Volume 6951, Folio 077 required for the new road (R1). The Council advertised a Public Notice in accordance with the Act in the week commencing 18 June 2001 and published a similar notice in the Government Gazette G25, 21 June 2001, page 1340. The Council has obtained the consent of the Minister administering the **Land Act 1958**, the consent of the registered proprietor (now deceased) and the consent of the executor of the estate of the registered proprietor in accordance with the Act.



WARWICK HEINE
 Chief Executive Officer

CITY OF GREATER DANDENONG
 Discontinuance of Road

Under Section 206 and Clause 3 of Schedule 10 of the **Local Government Act 1989**, Greater Dandenong City Council, at its ordinary meeting of 13 August 2001, formed the opinion that the part of road at the intersection of Keysborough Avenue and Glen Alvie Avenue, Keysborough and shown hatched on the plan below, is not reasonably required as a road for public use and resolved to discontinue that part of the road and to sell the land by private treaty to the abutting property owner.



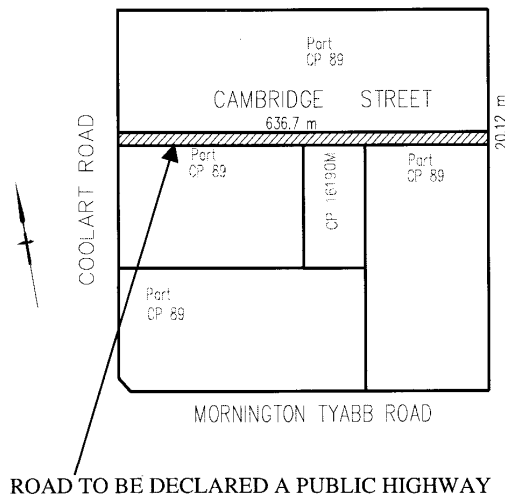
WARWICK HEINE
 Chief Executive Officer



Local Government Act 1989

Declaration of a Public Highway

In accordance with Section 204(1) of the **Local Government Act 1989** ("the Act"), Mornington Peninsula Shire Council gives notice that it declares Cambridge Street, Tyabb, being the land shown on Title Plan No. 18510P, Volume 10528, Folio 832 and Part of Crown Portion 89 in the Parish of Moorooduc which is shown hatched on the plan below, to be a Public Highway for the purposes of the Act.



MICHAEL KENNEDY,
Chief Executive Officer



**PROPOSAL TO AMEND LOCAL LAWS NO. 3
ENVIRONMENT – OPEN AIR BURNING
NO. 6 STREETS AND ROADS –
MOVABLE ADVERTISING SIGNS**

Notice is hereby given in accordance with Section 119(2) of the **Local Government Act 1989** that the Council of the Mornington Peninsula Shire proposes to make the following amendments to Local Laws:

No. 3 Environment – Clause 16 Open Air Burning

The purpose of this amendment is to control smoke emissions into the environment which may adversely affect the enjoyment of life within the Municipal District or the health, safety and welfare of persons within the Municipal District.

The purport of the amendment is as follows:

1. Bans the lighting of any fire in the open air or in an incinerator on any land in the following zoning categories of the Mornington Peninsula Planning Scheme:

- Residential 1 Zone
- Low Density Residential Zone
- Business 1 Zone

except where an open air fire is in a device designed to provide for personal comfort, cooking or barbeque purposes and the volume of fuel being burnt does not exceed a quarter cubic metre.

2. Permits open air burning and the use of incinerators in Rural Zones of the Mornington Peninsula Planning Scheme subject to specified conditions. However where rural zoned land is less than two (2) hectares in an area, a permit to burn must first be obtained from Council.

3. Prohibits open air burning and the use of incinerators, without a permit from Council on any land in the following categories of the Mornington Peninsula Planning Scheme:

- Industrial Zones
- Public Use Zones
- Public Park and Recreation Zone
- Public Conservation and Resource Zone
- Road Zones
- Special Use Zones
- Comprehensive Development Zones

4. The proposed application fee for a permit to burn is \$20.

No. 6 Streets and Roads – Part II Movable Advertising Signs

The purpose of this amendment is to control and regulate movable signs on any land and in any public place.

The purport of the amendment is as follows:

1. Temporary Community Event Signage (New Clause 56A)

Prohibits the placement of any Temporary Community Event and Information Signage in any public place or on any land without first obtaining a permit from Council.

2. Regulation of Signage (New Clause 57A)

The controls and procedures for the granting of permits and the management of the erection of Temporary Community Event and Information Signage, Movable Advertising Signage and Real Estate Signage within the Municipal District are contained within Council Policy No. 3.7 – Comprehensive Signage Policy.

3. Signs Relating to Sale of Real Estate (Existing Clause 55(3)(b))

Clause 55(3)(b) amended to reduce the number of permitted advertising signs relating to the sale of real estate. The proposed amendment provides that not more than one (1) additional sign may be placed at nearby intersections directing people to the property, and the signs:

- (a) must be placed as close to a property boundary as is practicable;
- (b) must be removed immediately the public inspection period ceases on each day or when the auction has been completed;
- (c) must not incorporate flags or bunting;
- (d) may be placed on a reservation where a service road exists;
- (e) must clearly state the date and time of the auction or open house.

Submissions Invited

Copies of the proposed amendments to the Local Laws can be obtained from Council's Customer Service Centres at Rosebud, Mornington, Hastings, Somerville and Mount Eliza (Fridays only) or by contacting Council's Governance Unit (Phone: 5986 0117) during normal office hours.

Any person affected by the proposed amendments to the Local Laws may make a written submission in accordance with the provisions of Section 223 of the **Local Government Act 1989** which includes the right

to be heard in support of that submission by Council or a Committee of Council. The closing date for submissions is Wednesday 31 October 2001.

Submissions should be addressed to the Team Leader Governance, Mornington Peninsula Shire, Besgrove Street (Private Bag 1000), Rosebud 3939.

Submitters are requested to quote the following reference number(s) when lodging a submission:

No. 3 Environment – Open Air Burning – 0390/070/030/03

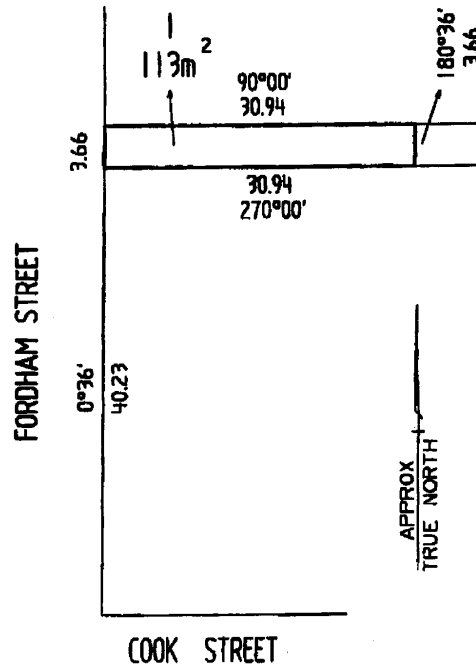
No. 6 Streets and Roads – Movable Advertising Signs – 0235/030/010

Enquiries should be directed to Mr Wal Morrison, Team Leader Governance (Phone: 5986 0117).

MICHAEL KENNEDY
Chief Executive Officer

GREATER GEELONG CITY COUNCIL
Road Discontinuance

At its meeting on 14 August 2001 and acting under Clause 3 of Schedule 10 to the **Local Government Act 1989** Greater Geelong City Council resolved to discontinue the road shown outlined on the plan below.



The purpose of the Amendment is to rezone the land from a Public Park and Recreation Zone to a Residential Zone. This is to correct a mapping error which incorrectly placed private land into a public land zone.

The Amendment can be inspected during office hours at: City of Moonee Valley, Civic Centre, 9 Kellaway Avenue, Moonee Ponds and Department of Infrastructure, Customer Service Centre, Nauru House, 80 Collins Street, Melbourne.

Submissions about the Amendment must be sent to: Attention: Ms Jan Salmon, Strategic Planner, City of Moonee Valley, PO Box 126, Moonee Ponds 3039 by 9 November 2001.

SVEN KLING
Chief Executive



Planning and Environment Act 1987
GOLDEN PLAINS PLANNING SCHEME
Notice of Amendment
Amendment C8

Golden Plains Shire has prepared Amendment C8 to the Golden Plains Planning Scheme.

The Amendment affects: The Amendment relates to land distributed throughout the municipality. Changes to overlays affect large areas of the municipality. Minor corrections affect scattered smaller parcels of land.

The Amendment proposes to: Amend overlays and schedules to overlays. Make a number of relatively minor changes to correct inconsistencies, anomalies and errors that have been found since the new VPP Planning Scheme was gazetted in May 1999.

Where you may inspect the Amendment: The Amendment is available for inspection free of charge during office hours at the following places: Golden Plains Shire, Customer Service Centre, 2 Pope Street, Bannockburn 3331; Golden Plains Shire, Customer Service Centre, Sussex Street, Linton 3360; Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne 3000; Department of Infrastructure,

Barwon/South Western Regional Office, 180 Fyans Street, South Geelong 3220 and Department of Infrastructure, Regional Office, 88 Learmonth Street (VicRoads building), Wendouree 3355.

Submissions about the Amendment must be sent no later than 5.00 p.m. on 5 November 2001 to: The Chief Executive Officer, Golden Plains Shire, PO Box 111, Bannockburn 3331.

ROD NICHOLLS
Chief Executive Officer

Planning and Environment Act 1987
MACEDON RANGES PLANNING SCHEME
Notice of Amendment
Amendment C11

The Macedon Ranges Shire Council has prepared Amendment C11 to the Macedon Ranges Planning Scheme. The Macedon Ranges Shire Council is the Planning Authority for this Amendment.

The Amendment seeks to correct two anomalies in the planning scheme, which places two privately owned properties in the Public Conservation and Resource Zone (PCRZ). The PCRZ is designed for publicly owned and controlled land and only provides for use and development of land by or on behalf of a public land manager. The zone therefore places unreasonable restrictions on the owners of the properties and is clearly not appropriate for privately owned properties. This Amendment seeks to rezone the two properties to the same zone as that of surrounding privately owned land.

The Amendment applies to two separate privately owned properties at: Crown Allotment 53B, Parish of Bullengarook, Mulcahy Road, Bullengarook; and Crown Allotment 173, Part Crown Allotments 171, 172 & 172A, Parish of Kerrie, 109 Mountains Road, Cherokee.

The Amendment proposes to: rezone land at Crown Allotment 53B, Parish of Bullengarook, Mulcahy Road, Bullengarook, from Public Conservation & Resource Zone (PCRZ) to Rural Zone 3 (RUZ3); and rezone land at Crown Allotment 173, Part Crown Allotments 171, 172 & 172A, Parish of Kerrie, 109 Mountains Road, Cherokee, from Public Conservation & Resource Zone (PCRZ) to Environmental Rural Zone 1 (ERZ1).

A copy of the Amendment can be inspected free of charge during office hours at: Macedon Ranges Shire Council; Kyneton Administration Centre, 129 Mollison Street, Kyneton, Vic. 3444; Gisborne Service Centre, 8 Hamilton Street, Gisborne, Vic. 3437; Romsey Office, 98 Main Street, Romsey, Vic. 3434; Woodend Office, 92 High Street, Woodend, Vic. 3442; Department of Infrastructure, Customer Service Centre, Upper Plaza, 80 Collins Street, Melbourne, Vic. 3000; and Northern Region Office, 57 Lansell Street, Bendigo, Vic. 3550.

Submissions about the Amendment must be sent to the Macedon Ranges Shire Council, PO Box 151, Kyneton 3444 by 5.00 p.m. Monday 5 November 2001.

Planning and Environment Act 1987
SOUTH GIPPSLAND PLANNING SCHEME
Notice of Amendment
Amendment C4

South Gippsland Shire Council, at the request of Vicroads, has prepared Amendment C4 to the South Gippsland Planning Scheme.

The Amendment proposes to change the Planning Scheme by including land to the east of Loch in the Public Acquisition Overlay (PAO). The existing zoning and overlays that apply to the land will not change.

The land proposed to be included in the PAO is generally adjacent to the South Gippsland Highway between Poowong Road and Jeetho Road and the Amendment will facilitate the acquisition of this land by Vicroads for the future construction of improvements to the Highway in accordance with the South Gippsland Highway Corridor Strategy.

A copy of the Amendment can be inspected at South Gippsland Shire Council, 9 Smith Street, Leongatha, the Department of Infrastructure Customer Service Centre, 80 Collins Street, Melbourne, and Department of Infrastructure Regional Office, 120 Kay Street, Traralgon.

Inspection of the Amendment will be free of charge to any person during office hours.

Any submission you may wish to make in respect of the Amendment must be made in writing and sent to the Chief Executive Officer, South Gippsland Shire Council, Private Bag 4, Leongatha 3953.

All submissions must be received by Council no later than 9 November 2001.

If you have any questions about the Amendment please contact Paul Connolly, Planning Officer, on (03) 5662 9203.

PETER BULL
Chief Executive Officer

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME

Notice of Amendment
Amendment C19

The City of Whitehorse has prepared Amendment C19 to the Whitehorse Planning Scheme.

The land affected by the Amendment comprises land between Elgar Road and Woodhouse Grove and consists of 28 individual Titles of land and a ribbon of crown land for which Whitehorse City Council is the committee of management. The land is commonly known as part of the former Bushy Creek.

The Amendment proposes to rezone the land from a Residential 1 Zone land to Public Park and Recreation Zone and to remove a Public Acquisition Overlay.

You may inspect the Amendment, and any documents that support the Amendment, and the explanatory report about the Amendment, at the office of the planning authority, Whitehorse City Council, and at the Department of Infrastructure at the following addresses: Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne 3000; City of Whitehorse, Civic Centre, 379–397 Whitehorse Road, Nunawading 3131; and all City of Whitehorse Service Centres and Libraries.

This can be done during office hours and is free of charge.

Any person who may be affected by the Amendment may make a submission to the planning authority.

Any submission about the Amendment must be made in writing, giving the submitter's name, address and, if practicable, a phone number for contact during office hours; set out the views on the Amendment, that the submitter wishes to put before Council and indicate what changes (if any) the submitter wishes to be made to the

Amendment; and state whether the person/s making the submission wishes to be heard in support of their submission.

The closing date for submission is 9 November 2001. A submission must be sent to: Ms Kate Moyes, Urban Planner, City of Whitehorse, Locked Bag 2, Nunawading Delivery Centre, Vic. 3110.

Dated 21 September 2001

STEPHEN P WRIGHT
General Manager, City Development

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ACN 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 6 December 2001 after which date State Trustees Limited may convey or distribute the assets having regard only to the claims of which State Trustees Limited then has notice.

BEATON, Margaret Mary Ellen, formerly of 334 McKinnon Road, McKinnon, but late of Davies Bay Aged Care, Nolan Street, Frankston, pensioner, who died 25 November 2000.

BOLES, Bernard Joseph, late of Hilltop Private Nursing Home, 10 Hotham Street, Preston, artist/critic, who died 19 August 2001.

DRIVER, Doris Jean, late of Betheden Nursing Home, 1 Wahgoo Road, Murrumbeena, retired, who died 21 August 2001.

EDWARDS, Ronald Horace, late of 7 Naomi Court, Bayswater, pensioner, who died 5 June 2001.

FINDLAY, Keith Egbert, late of 53 Corner Street, Brighton East, pensioner, who died 30 August 2001.

HARVEY, Norman Edwin, late of 30A Melbourne Road, Yea, retired, who died 5 June 2001.

HODGES, Violet Catherine Cleghorn, late of Unit 2, 292 Boronia Road, Boronia, home duties, who died 5 September 2001.

MONKS, Dale Frederick, late of 3/15 Lucerne Avenue, Mornington, truck driver, who died 2 January 2001.

MONTGOMERY, Arthur James, late of Kara Private Nursing Home, North Western Road, St. Arnaud, pensioner, who died 16 August 2001.

MORTON, Eva, formerly of Flat 13, 262 Booran Road, Ormond, but late of Corinella Nursing Home, 163-165 Central Road, Nunawading, pensioner, who died 10 August 2001.

PETEMAIER, Leopoldine, formerly of 47 Pitman Street, Newcomb, but late of Grantham Green Hostel, 28-32 Magnolia Street, St Albans, pensioner, who died 12 December 2000.

RAMSAY, Colin Alexander, late of Doncaster Lodge S.R.S., 107 Whittens Lane, Doncaster, pensioner, who died 18 July 2001.

RIALP, Antonio, late of Belmont Grange Aged Care Facility, 34 Church Street, Grovedale, pensioner, who died 29 June 2001.

ROSSITER, Patricia Anne, late of Flat 11, 103 Barkly Street, St Kilda, pensioner, who died 1 June 2001.

WUBBENHORST, Frederick, formerly of 705 Lees Road, Venus Bay, Victoria, but late of St Michaels Private Nursing Home, 1 Omama Road, Murrumbeena, retired, who died 21 January 2001.

Dated at Melbourne, 28 September 2001

CATHY VANDERFEEN
Manager, Estate Management
State Trustees Limited

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ACN 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 11 December 2001 after which date State Trustees Limited may convey or distribute the assets having regard only to the claims of which State Trustees Limited then has notice.

BAYES, Eric George, late of Gracevale Lodge, 48 Liverpool Road, Kilsyth, pensioner, who died 8 July 2001.

BUCKLE, John David, late of Flat 3, 167-169 Autumn Street, Geelong West, pensioner, who died 31 August 2001.

CLAXTON, Marjorie Alice, late of 157 Suffolk Street, Footscray West, pensioner, who died 24 August 2001.

DAVIES, Mary Ellen, formerly of Unit 3, 58 Brighton Street, Frankston, but late of Unit 85, 150 Tyabb Road, Mornington, home duties, who died 13 September 2001.

LAWRENCE, Ruth Millicent Daisy, late of 5 Railway Road, Thorpdale, widow, who died 26 March 1991.

LOVEGROVE, Eileen, late of 74 Alexander Parade, Fitzroy, home duties, who died 25 July 2001.

LYNCH, Agnes May, late of 97 Elgin Street, Hawthorn, widow, who died 22 June 2001.

MOSKALENKO, Wasyl, late of 60 Hobs Street, Seddon, retired, who died 2 May 2001.

POPE, Dell, also known as Daisy Pope, late of 400 Clegg Road, Wandin North, pensioner, who died 7 September 2001.

ROGERS, Leo Eric, late of Acacia House, The Boulevard, Shepparton, retired, who died 5 August 2001.

SCIACCA, Agatino Peter, late of 8 Kaye Court, Dandenong North, labourer, who died 21 March 2001.

WILLIAMS, Hazel Edith, late of Villa Maria Centre, 355 Stud Road, Wantirna South, pensioner, who died 27 December 1999.

Dated at Melbourne, 2 October 2001

CATHY VANDERFEEN
Manager, Estate Management
State Trustees Limited

Creditors, next-of-kin and others having claims against the following estates:—

MARIE KATHLEEN ROSE BOALTH, late of Hurlingham Nursing Home, 68 Union Street, Brighton, Victoria, retired, deceased, who died 8 July 2001.

JENNIFER SHIRLEY BOLITHO, late of 30 Harold Street, Glenroy, Victoria, retired, deceased intestate, who died 7 July 2001.

ELIZABETH ANN CONVENTRY, late of 17 McLaren Avenue, Cranbourne, Victoria, home duties, deceased, who died 18 August 2001.

BRUCE GRAYDON SLOSS, (in the will called Bruce Braydon Sloss), late of Alexandra Avenue, Canterbury, Victoria, gentleman, deceased, who died 16 August 2001, leaving a will dated 8 June 1995.

Creditors, next-of-kin and others having claims against the abovementioned estates are required pursuant to Section 33 of the **Trustee Act 1958** to send particulars of their claims

against the abovementioned estates to State Trustees Limited, 168 Exhibition Street, Melbourne, Victoria, on or before 1 December 2001 after which date State Trustees Limited, ACN 064 593 148, may convey or distribute the assets of the abovementioned estates having regard only to the claims of which it then has notice.

EXEMPTION

Application No. A383 of 2001

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** by Goulburn Options Incorporated. The application for exemption is to enable the applicant to advertise for and appoint a male worker.

Upon reading the material submitted in support of the application the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and appoint a male worker.

In granting this exemption the Tribunal noted:

- Goulburn Options Incorporated provides training and support for 21 adults with an intellectual disability. Of these 12 are men and 9 are women.
- Part of the duties provided include personal care and showering/toileting of males who do not possess the skills or capability to do this themselves.
- One of the males is on chemical restraint for his behaviour.
- The applicant undertakes a number of community access outings and requires a male worker to assist with the toileting of men in public toilets during these outings.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 13, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to advertise for and appoint a male worker.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 3 October 2004.

Dated 1 October 2001

Mrs A. COGHLAN
Deputy President



EPA PRESCRIBED WASTE RE-USE EXEMPTIONS

Notice pursuant to Regulation 19 of the Environment Protection (Prescribed Waste) Regulations 1998.

The Environment Protection Authority has granted exemption pursuant to Regulation 16 and 20 of the Environment Protection (Prescribed Waste) Regulations 1998 from the need to have a works approval, licence or hold a vehicle permit, or the need to complete and retain waste transport certificates.

Exempted under Regulation 16(1)(a)

Date Approved	Applicant	Waste Type	Re-use Method
15 May 01	National Power Australia Investments Ltd	Fly Ash	Agricultural purposes
	Hazelwood Pacific Ltd	Fly Ash	Agricultural purposes
	Australian Power Partners BV	Fly Ash	Agricultural purposes
	Hazelwood Investment Co Pty Ltd	Fly Ash	Agricultural purposes
	CISL (Hazelwood) Pty Ltd	Fly Ash	Agricultural purposes
3 July 01	Wilby Forge Pty Ltd	Food Wastes, grease trap waste	Sub-soil injection
24 July 01	George Weston Foods Ltd	Food Waste	Sub-soil injection
	Central Gippsland Region Water Authority	Wash Waters	Dosing influent
2 August 01	Henkel Australia Pty Ltd	Wash Waters	Make up water

Exempted under Regulation 16(1)(b)

Date Approved	Applicant	Waste Type	Re-use Method
15 May 01	National Power Australia Investments Ltd	Fly Ash	Agricultural purposes
	Hazelwood Pacific Ltd	Fly Ash	Agricultural purposes
	Australian Power Partners BV	Fly Ash	Agricultural purposes
	Hazelwood Investment Co Pty Ltd	Fly Ash	Agricultural purposes
	CISL (Hazelwood) Pty Ltd	Fly Ash	Agricultural purposes

Date Approved	Applicant	Waste Type	Re-use Method
2522 G 40	4 October 2001		Victoria Government Gazette
29 May 01	George Weston Foods Ltd	Food Waste	Sub-soil injection
24 July 01	Central Gippsland Region Water Authority	Wash Waters	Dosing influent
2 August 01	Henkel Australia Pty Ltd	Wash Waters	Make up water
Exempted under Regulation 16(1)(c)			
8 May 01	Niels Peter Olsen	Spent Lime	Treatment of calcium deficient land
15 May 01	National Power Australia Investments Ltd	Fly Ash	Agricultural purposes
	Hazelwood Pacific Ltd	Fly Ash	Agricultural purposes
	Australian Power Partners BV	Fly Ash	Agricultural purposes
	Hazelwood Investment Co Pty Ltd	Fly Ash	Agricultural purposes
	CISL (Hazelwood) Pty Ltd	Fly Ash	Agricultural purposes
29 May 01	George Weston Foods Ltd	Food Waste	Sub-soil injection
24 July 01	Central Gippsland Region Water Authority	Wash Waters	Dosing influent
2 August 01	Henkel Australia Pty Ltd	Wash Waters	Make up water

A copy of the Exemption and further information can be obtained from EPA Victoria, 40 City Road, Southbank, Melbourne, Tel (03) 9695 2722.

Department of Treasury and Finance
 SALE OF CROWN LAND
 BY PUBLIC AUCTION

Date of Auction: Saturday 27 October 2001 at 3.00 p.m. on site.

Reference: 2001/00412.

Address of Property: 527 Brunswick Road, Brunswick West.

Crown Description: Crown Allotment 91^B, Parish of Jika Jika.

Terms of Sale: Deposit 10%, Balance 60 days.

Area: 478m².

Officer Co-ordinating Sale: Andrew Martin, Victorian Government Property Group, Department of Treasury and Finance, 5/1 Treasury Place, Melbourne, Vic. 3002.

Selling Agent: G. A. Thomson & Co., 390 Sydney Road, Brunswick, Vic. 3056.

LYNNE KOSKY MP
 Minister for Finance

Chinese Medicine Registration Act 2000

DETERMINATION OF FEES

Under Section 92 of the **Chinese Medicine Registration Act 2000** I, Vivian Lin, President of the Chinese Medicine Registration Board of Victoria, determine that the prescribed fees for the provisions of the **Chinese Medicine Registration Act 2000** for the period 1 January to 31 December 2002 are:

SCHEDULE

Provision	Fee (\$)
Fee for application for registration:	
– General or Specific Registration one division	\$150.00
– General or Specific Registration two or three divisions	\$200.00
Fee for registration pursuant to Section 5:	
– General Registration (Section 6) one division	\$500.00
– General Registration (Section 6) two or three divisions	\$600.00
– Specific Registration (Section 7) one division	\$500.00
– Specific Registration (Section 7) two or three divisions	\$600.00
Fee for renewal of general registration (Section 12(1)(b)):	
– One division	\$500.00
– Two or three divisions	\$600.00
Fee for late general registration (Section 12(2))	\$100.00
Fee for extension of specific registration (Section 11(2)):	
– One division	\$500.00
– Two or three divisions	\$600.00
– Less than 6 months one division	\$250.00
– Less than 6 months two or three divisions	\$300.00
Fee for restoration of name to the Register pursuant to sections 12(3) and 14(a) (b):	
– One division	\$600.00
– Two or three divisions	\$700.00
Fee for endorsement pursuant to Section 8:	\$50.00
Fee for annual renewal of endorsement:	\$50.00
Fee for entry of post-graduate qualifications on Chinese Medicine Register:	\$50.00
Fees for extracts/copies from the Chinese Medicine Register pursuant to Section 17(6):	
– Single extract	\$50.00
– Multiple extracts	\$200.00 (max)
– Copy of Register	\$500.00

Dated 1 October 2001

V. LIN
President
Chinese Medicine Registration Board of Victoria

Crown Land (Reserves) Act 1978

ORDER STATING INTENTION TO GRANT A LEASE

Under Sections 17D and 17DA of the **Crown Land (Reserves) Act 1978**, I Sherryl Garbutt, Minister for Environment and Conservation, being satisfied that there are special reasons which make granting a lease reasonable and appropriate in the particular circumstances and to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**, approve the granting of a lease for the purposes of "Caravan Park" over the area of Crown land described in the schedule below and, in accordance with Section 17D(3) of the **Crown Land (Reserves) Act 1978**, state that—

- (a) there are special reasons which make the granting the lease reasonable and appropriate in the particular circumstances; and

- (b) to do this will not be substantially detrimental to the use and enjoyment of any adjacent land reserved under the **Crown Land (Reserves) Act 1978**.

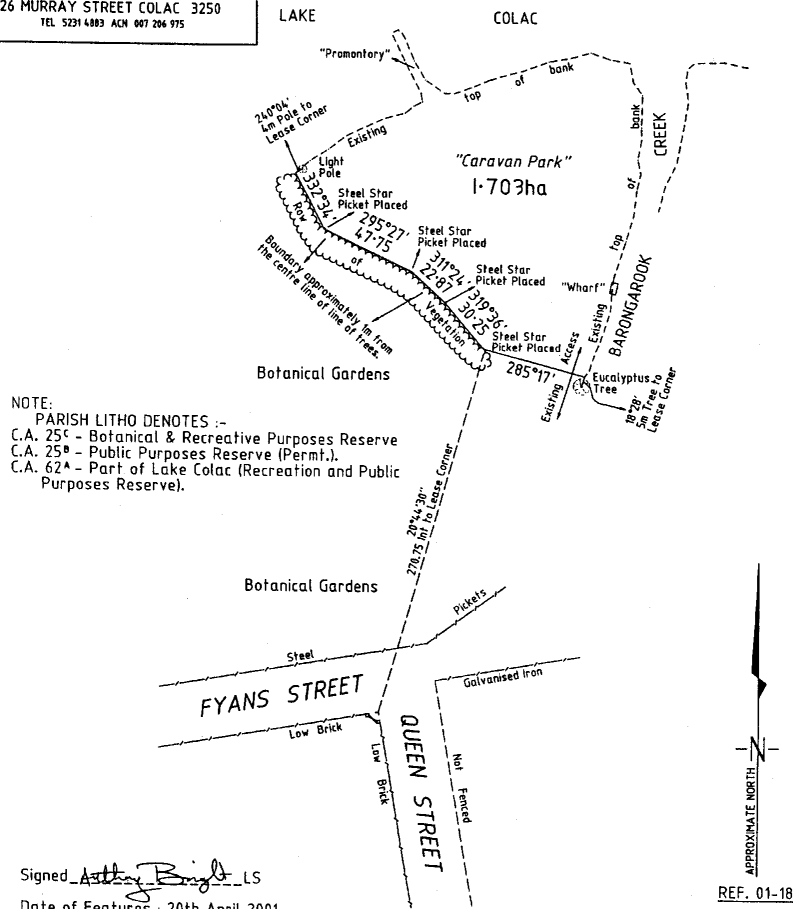
SCHEDULE

The land indicated on the attached plan being parts of allotment 25C, No Section, Township and Parish of Colac and temporarily reserved for Botanic Gardens and for purposes of Public Recreation by Order in Council dated 8 May 1865 and notified in the Victoria Government Gazette 1865 on page 1161 and part of allotment 62A, No Section, Parish of Colac temporarily reserved for Recreation and public purposes by Order in Council dated 6 February 1940 and notified in the Victoria Government Gazette 1908 on page 1410.

**PLAN FOR LEASE PURPOSES
LAND CONTAINED IN PARTS OF
CROWN ALLOTMENTS 25B, 25C & 62A
LAKE COLAC CARAVAN PARK
COLAC
SCALE 1:1500**

ROD BRIGHT & ASSOCIATES PTY LTD
LICENSED SURVEYORS
26 MURRAY STREET COLAC 3250
TEL 5231 4883 ACN 007 206 975

NOTE:
Correct position of Lake Colac and Barongarook Creek appears to differ from Parish Plan.
Plan not based on re-establishment. Tie shown to occupation only.
Steel Star Pickets placed in the ground and painted white to indicate the south western boundary.
All other boundaries defined by the top of the bank of Lake Colac and Barongarook Creek.
Connection to the intersection of Fyans Street and Queen Street is not shown to scale.



NOTE:
PARISH LITHO DENOTES :-
C.A. 25C - Botanical & Recreative Purposes Reserve
C.A. 25B - Public Purposes Reserve (Permt.).
C.A. 62A - Part of Lake Colac (Recreation and Public Purposes Reserve).

Signed *Anthony Bright* LS
Date of Features : 20th April 2001.

Reference: - 0511880
Dated 25 September 2001

SHERRYL GARBUTT
Minister for Environment and Conservation

Optometrists Registration Act 1996

OPTOMETRISTS REGISTRATION BOARD OF VICTORIA

Fees Payable to the Board

In accordance with Section 90(1)(c) of the **Optometrists Registration Act 1996** the Board has fixed the following fees which will be payable to the Board from 1 December 2001 in respect of the calendar year 2002:

Section of Act	Fee	\$
5(2)(b)	General registration	240.00
5(2)(b)	Specific registration	240.00
11(3)(b)	Endorsement of registration	50.00
13(1)(b)	Renewal of registration	224.00
13(2)	Additional renewal fee (late fee)	50.00
14(b)	Restoration of registration	300.00
17(5)	Copy of register	50.00
17(5)	Copy of register on computer disk	70.00
17(5)	Extract from register	12.50
–	Issue of replacement certificate	50.00

Dated 25 September 2001

C. K. BEAMISH
Registrar

Children's Services Act 1996

I, Kathryn Lamb, delegate of the Secretary to the Department of Human Services, hereby approve each of the following early childhood qualifications contained in the attached schedule under Regulation 25(a) of the Children's Services Regulations 1998.

KATHRYN LAMB

Assistant Director, Youth, Family and Community Services

SCHEDULE**List of Early Childhood Qualifications – Victoria – Children's Services Regulations 1998**

(Recognition of additional training institutions to the list published in the Government Gazette G27 on 5 July 2001)

Name of Qualification <i>{The name of the qualification must be identical to the name of the qualification listed below}</i>	Name of Institution <i>{Former names of training institutions (*) are listed at the end}</i>	State
Advanced Diploma of Community Services (Children's Services) (where the person has specialised in centre based care for children aged 0-6 years) (CHC60399)	Australian Child Care Training College Chisholm Institute of TAFE Great Southern TAFE *National Joblink	NSW VIC WA TAS

Diploma of Community Services (Children's Services) (where the person has specialised in centre based care for children aged 0-6 years) (CHC50399)	Academy of Vocational Education	NSW
	Advanced Careers College	NSW
	Australian Child Care Training College	NSW
	*Central College	NSW
	*Childcare Management Concepts Pty Ltd	VIC
	Corpfit Holdings Pty Ltd	VIC
	*Institute of TAFE Tasmania	TAS
	*National Joblink	TAS
	Nautilus Training & Curriculum Pty Ltd	VIC
	Sutherland Shire Training and Development Services	NSW
*Former names of Training Institutions		
*Central College formerly listed as Central College and NSW Business College		
*Childcare Management Concepts Pty Ltd formerly listed as Outside School Hours Childcare Management Concepts Pty Ltd		
*Institute of TAFE Tasmania formerly listed as TAFE Tasmania		
*National Joblink formerly listed as Northern Joblink Inc		

**Victorian Managed Insurance Authority
Act 1996**

DECLARATION OF PARTICIPATING BODIES

I, Lynne Kosky MP, being the Minister for administering the **Victorian Managed Insurance Authority Act 1996** ("the Act"), pursuant to section 4 of the Act hereby declare the departments of the Parliament specified below to be a participating body for the purposes of the Act.

Department of Legislative Council

Department of Legislative Assembly

Department of Parliamentary Services

Department of the Parliamentary Library

Department of Parliamentary Debates

Victorian Auditor General's Office (to the extent, if any, that it is not already covered by VMIA by virtue of other provisions of the Act).

Dated 25 September 2001

LYNNE KOSKY MP
Minister for Finance

Education Act 1958

NOTICE OF MAKING OF ORDER UNDER SECTION 13

An Order of the Minister for Education was made on 25 September 2001 pursuant to sections 13(4) and 13(11) of the **Education Act 1958** amending the constituting Order of a school council to change its name. The change is as follows:

Old name	New name
Broadmeadows Special School Council	Hume Valley School Council

MARY DELAHUNTY
Minister for Education

Education Act 1958

NOTICE OF MAKING OF ORDER UNDER
SECTION 13

An Order of the Minister for Education was made on 25 September 2001 under sections 13(4) and 13(11) of the **Education Act 1958** removing four persons as members of the Toorak Primary School Council and providing for an extraordinary school council election to be completed within six weeks from the date of publication of this notice for four Parent member positions on the School Council.

MARY DELAHUNTY
Minister for Education

Transport Act 1983

TOW TRUCK DIRECTORATE OF
VICTORIA

Tow Truck Application

Notice is hereby given that the following application will be considered by the Licensing Authority after 7 November 2001.

Notice of any objection to the granting of an application should be forwarded to reach the Director, Tow Truck Directorate of Victoria, Level 6, 14-20 Blackwood Street, North Melbourne (P.O. Box 666, North Melbourne 3051) not later than 1 November 2001.

It will not be necessary for interested parties to appear on the date specified, unless advised in writing.

Findie Pty Ltd. Application for variation of conditions of tow truck licence number TOW779 which authorises the licensed vehicle to be managed, controlled and operated from a depot situated at 1/17 Burgess Road, Bayswater North to change the depot address to 749 Geelong Road, Brooklyn.

Note: This licence is under consideration for transfer to Selective Smash Repairs Pty Ltd.

Dated 4 October 2001

STEVE STANKO
Director

COMMONWEALTH OF AUSTRALIA

Petroleum (Submerged Lands) Act 1967

Release of Information under Section 118 (5A)

I, the delegate of the Minister for Energy and Resources, the Designated Authority in respect

of the area specified as being adjacent to the State of Victoria, under Section 118 (5B) of the **Petroleum (Submerged Lands) Act 1967** of the Commonwealth of Australia –

- A. notify that I propose to make the information specified in the following Schedule available or publicly known;
- B. invite interested persons to give me, within forty-five (45) days after the publication of this notice in the Gazette, a notice objecting to the whole or any part of the information being made available or publicly known; and
- C. notify that if a person does not make an objection in accordance with this invitation, the person will be taken to have consented to the information being made available or publicly known.

NOTE:

As required by the Act:–

1. There shall be set out in the notice of objection the reasons for making the objection.
2. A person is not entitled to make an objection to information being made available or publicly known except on the grounds that to do so would disclose –
 - A. a trade secret; or
 - B. any other information the disclosure of which would, or could reasonably be expected to adversely affect the person in respect of the lawful business, commercial and financial affairs of the person.

SCHEDULE

All information that was furnished to the Designated Authority prior to 4 October 1996 including information contained in documents, being information that relates to the sea-bed or subsoil, or to petroleum, in a block, and that in the opinion of the Designated Authority is a conclusion drawn, in whole or in part, or any information contained in documents to which Section 118 of the **Petroleum (Submerged Lands) Act 1967** applies.

Dated 1 October 2001

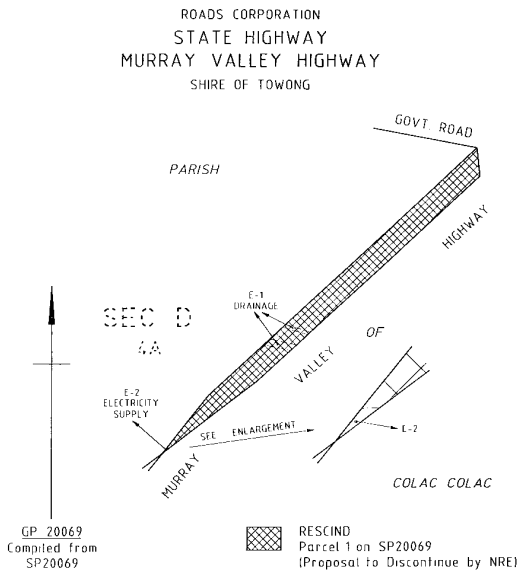
ROBERT KING
Manager, Minerals and Petroleum Regulation
Delegate of the Designated Authority

Transport Act 1983
ROAD DECLARATIONS AND
DEDICATIONS

The Roads Corporation pursuant to the **Transport Act 1983**, upon publication of this notice declares, or varies the declaration of, the roads as described below and on the plans attached, and further declares that such roads are fit to be used as a public highway and are now absolutely dedicated to the public for use as public highways within the meaning of any law now or hereafter in force.

STATE HIGHWAY

76/01 Murray Valley Highway in the Shire of Towong shown cross-hatched on plan numbered GP 20069.



Dated 28 September 2001

PETER BALFE
Acting Chief Executive
Roads Corporation

COMMONWEALTH OF AUSTRALIA
Petroleum (Submerged Lands) Act 1967

Prohibition of Entry into Safety Zone
Melville – 1 Well

Pursuant to the power conferred by Section 119 of the **Petroleum (Submerged Lands) Act 1967**, all vessels are prohibited, other than vessels engaged in or in connection with the petroleum exploration and/or production operations authorised under that Act, from

entering or remaining in the safety zone specified in the schedule, without my consent in writing.

SCHEDULE

- (1) The area within a distance of 500 metres measured from each point of the outer edge of the drilling vessel known as Ocean Bounty.
- (2) The area or areas within a distance of 500 metres measured from each point of the outer edge of any anchor buoys or other equipment deployed from that drilling vessel.

while the vessel is engaged in operations associated with drilling of the Melville – 1 well situated at or about the point of Latitude 038° 41' South, Longitude 147° 59' East over the period from early November 2001 until early December 2001.

Dated 1 October 2001

Made under the **Petroleum (Submerged Lands) Act 1967** of the Commonwealth of Australia.

Signed by:
HORACIO HAAG
Manager, Petroleum Operations
Safety and Management as a delegate
of the Designated Authority, pursuant to
delegation dated 28 September 2000 under
Section 15 of the **Petroleum (Submerged
Lands) Act 1967**

Gas Industry Act 1994

ORIGIN ENERGY (VIC) PTY LTD

Standard Terms and Conditions for Standing
Offers

These standard terms and conditions apply to contracts for the sale and supply of gas created under section 42 of the **Gas Industry Act 2001**.

In these standard terms and conditions:

We and Us means Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) of level 21, 360 Elizabeth Street, Melbourne, Victoria, 3000, and **our** has a corresponding meaning.

You means the person taking a supply of gas purchased from us at the Premises and **your** has a corresponding meaning.

PART 1: RELATIONSHIP WITH YOUR RETAILER**1. Supply and sale****1.1 Obligation to sell and supply**

We will:

- (a) sell gas and related services to you;
- (b) arrange for the delivery of gas to the Premises (as soon as practicable, or later if you require).

1.2 Obligation to pay

You will pay us for the gas and related services we provide, and services we use to deliver the gas to the Premises and any additional amounts contemplated by these standard terms and conditions.

2. Term**2.1 Commencement**

Your contract will commence when you accept our offer to supply you on these terms and conditions.

2.2 Duration

Your contract will continue until you terminate it (under clause 2.4) or we terminate it (under clause 2.5).

2.3 Vacating Premises (moving property)

If you intend to vacate your Premises you must give us:

- (a) at least 3 business days' notice of the date on which you intend to vacate the Premises; and
- (b) a forwarding address where we can send a final bill.

If you do not give us at least 3 business days' notice, unless you demonstrate that you were evicted or otherwise forced to vacate the Premises earlier, you agree to pay for gas supplied to the Premises until you give us such notice or another customer enters into a contract for the sale of gas for delivery to the Premises (whichever occurs first).

2.4 Termination by you

If you have accepted our offer under section 42 of the **Gas Industry Act 2001** and you wish to terminate your contract, you must give us 28 days' notice.

2.5 Termination by us

We may terminate your contract if:

- (a) you do not pay us and as permitted under this contract we have disconnected your gas and you no longer have a right to be reconnected; or
- (b) you enter into another contract for the sale of gas for delivery to the Premises,

whichever occurs first.

2.6 Effect of termination

If your contract is terminated:

- (a) you will remain liable to make any outstanding payments to us;
- (b) we will have no obligation to supply gas to you; and
- (c) clauses 4.11, 4.12, 4.13, 8.1, 9 and 13.3 survive the termination of this contract.

3. Price**3.1 Amount**

We will charge you an amount for the gas and any other services which we provide to you, which we will calculate in accordance with the tariff applicable to your Premises and gas consumption as gazetted by us under section 48MA of the **Gas Industry Act 1994** or section 42 of the **Gas Industry Act 2001** or as varied by us and notified to you under clause 3.2 ("Price").

3.2 Variation

We will give you notice of any variation of the price as soon as practicable and in any event, no later than your next bill.

4. Billing and payment**4.1 Internet Billing**

If you receive an offer to use Internet Billing from us you may elect to receive your bills online through the Internet Billing System. If you do, then during any period when you use Internet Billing, these standard terms and conditions will apply subject to the amendments in schedule 1 Otherwise you will receive your bills by ordinary post.

4.2 Frequency of bills

We will bill you at least every three months. We may agree with you a billing period which is shorter than three months, pursuant to the Retail Code.

4.3 Content

Your bills will enable you to verify their conformity with the contract and will include, amongst other things:

- (a) your name and account number, supply address and relevant mailing address;
- (b) the Meter Installation Registration Number ("MIRN") allocated to the supply point associated with your supply address;
- (c) the dates and total amounts of the immediately previous and current meter readings or estimates and consumption, or estimated consumption, in MJ;
- (d) the relevant tariff or tariffs which apply to you;
- (e) if a network charge is passed through to you by us, the separate amount of the network charge;
- (f) the amount payable by you;
- (g) the "pay by date";
- (h) the amount of arrears or credit and the amount of any refundable advance provided by you;
- (i) a summary of payment methods and payment arrangement options;
- (j) if you are a Domestic Customer details of the availability of concessions, rebates and grants;
- (k) a telephone number for billing and payment enquiries and a 24 hour number for faults and emergencies;
- (l) in relevant languages details of interpreter services;
- (m) other than for your first bill from us, a graph showing your consumption for the period covered by the bill and, to the extent data is available:
 - (i) your consumption for each billing period over the previous 12 months; and

- (ii) a comparison of your consumption for the period covered by the bill with your consumption for the same period of the previous year; and

- (n) if we are charging you for goods and services other than gas on the bill, a charge for the other goods or service as a separate item with a description of the goods or service supplied.

Should your bill cover a period other than the billing period agreed under clause 4.2 we will charge you in proportion to the relevant periods and show the relevant details on your bill.

4.4 Bundled Charges

On request, we will provide you with reasonable information on network charges, retail charges and other charges relating to the sale or supply of gas comprised in the amount payable under your bill.

4.5 Estimated readings

Wherever possible, the bill will be based on an actual read of your gas meter.

If we cannot reasonably or reliably base a bill on our reading of your gas meter, we may provide you with an estimated bill based on:

- (a) your reading of your gas meter;
- (b) your prior billing history; or
- (c) if we don't have your prior billing history, average usage of gas at the relevant tariff calculated over the period covered by the bill.

We will ensure your meter is read at least once every 12 months and adjust your bill accordingly.

4.6 Access

You will allow us (including our agents) and your Distributor and our equipment safe, convenient and unhindered access to the Premises to read your meter. If we cannot read your meter because you deny such access to us, we may estimate your bill, you may require a replacement bill based on an actual reading and we may charge you a reasonable additional amount if you do so.

4.7 Date for payment

You agree to pay us the amount specified in each bill by the “pay by date” specified in the bill (which unless you agree otherwise will not be sooner than 12 business days after the date of the bill).

4.8 Payment methods

You may pay your bill:

- (a) in person at an agency or payment outlet;
- (b) by mail; or
- (c) by direct debit (if you have agreed with us in writing to the amount and frequency of payments); or
- (d) by any other method which we make available to you (provided this is allowed under the Retail Code).

We will apply payment received from you as directed by you or if no direction is given as follows:

- (e) to the charges for supply or sale of gas before applying any part to charges for any other services; or
- (f) if the other services include electricity, to the charges for the supply or sale of electricity and gas in equal proportion before applying any part of it to any other goods and services.

4.9 Advance Payment

We will accept any advance payments which you might wish to make.

4.10 Additional amounts

We may charge you an additional amount if:

- (a) your payment is dishonoured or reversed and we incur a fee;
- (b) we make a different billing cycle available to you and you agree to this;
- (c) you deny us access to read your meter and later request a bill based on an actual reading (see clause 4.5); or
- (d) we are otherwise permitted to do so under the Gas Law, including for excluded services charges.

The amount of any additional charge will be reasonable having regard to the related costs we incur.

4.11 Review of bill

If you disagree with an amount stated in a bill, we will review the bill at your request. During the review, you agree to pay us the lower of:

- (a) any portion of the bill which you agree with us is not in dispute; and
- (b) an amount equal to the average amount of your bills in the previous 12 months.

If you request we will procure a test of your meter for accuracy in accordance with the requirements of the Distribution System Code. We may charge you for this, but will refund the charge if the meter is found to favour us by more than is allowed in the Distribution System Code.

4.12 Outcome of review

If the bill is correct, you agree to pay us the unpaid amount or request a meter test. If the meter test shows that your meter complies with applicable laws and codes, you agree to pay the costs of the tests and the unpaid amount.

If your bill is incorrect we will adjust your bill in accordance with the provisions of the Retail Code.

4.13 Adjustments

If we fail to charge, undercharge or overcharge you, we may recover from you or pay to you the relevant amount in accordance with the provisions of the Retail Code.

4.14 Financial hardship

If you are a Domestic Customer and:

- (a) you anticipate that you may not be able to pay a bill by the “pay by date”, you must notify us; or
- (b) we believe that you may not be able to pay a bill by the “pay by date”, then we will offer you a range of options (including instalment plans) in accordance with the Retail Code to assist you and details about available concessions, telephone information about energy efficiency and the advice on availability of an independent financial counsellor.

4.15 Instalment plans

If you and we agree to an instalment plan for payment to us, you may not use Internet Billing.

4.16 Assessment and assistance

If you contact us and you do not agree to an alternative payment arrangement or we believe you are experiencing repeated difficulties in paying your bill or that you require payment assistance we will:

- (a) assess in a timely way information you have provided to us or we otherwise hold concerning your capacity to pay;
- (b) on request, make available to you documentary evidence of our assessment;
- (c) unless you have in the previous 12 months failed to comply with 2 instalment plans and do not provide us with reasonable assurance that you are willing to meet obligations under a further instalment plan, offer you an instalment plan;
- (d) provide you with details on concessions, telephone information an energy efficiency and advice on the availability of an independent financial counsellor; and
- (e) consider conducting an energy efficiency field audit.

4.17 Debt Collection

We will not commence legal proceedings to recover a debt from you:

- (a) if you have contacted us under clause 4.14, until clause 4.16(a) to (d) and all relevant requirements of the Retail Code have been complied with; or
- (b) while you make payments according to an agreed payment arrangement,

We will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission.

5. Disconnection or reduction of supply and reconnection**5.1 Disconnection, interruption, discontinuation or reduction**

If you so request, we may disconnect, interrupt, discontinue or reduce the supply of gas to you at the Premises.

5.2 Non-payment of a bill

We may only disconnect you for non payment of a bill if you fail to pay us by the pay by date of a bill if:

- (a) the failure does not relate to an instalment under your first instalment plan with us;
- (b) we have given you:
 - a reminder notice not less than 14 business days from the date of dispatch of the bill. The reminder notice must include a new pay by date which is not less than 20 business days from the date of dispatch of the bill; and
 - a disconnection warning not less than 22 business days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 28 business days from the date of dispatch of the bill;
- (c) we have included in the disconnection warning:
 - a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the disconnection warning; and
 - a telephone number for payment assistance enquiries; and
- (d) if you have called that telephone number, we have responded to your enquiry and have provided advice on financial assistance, and, before disconnection, you:
 - (e) do not provide a reasonable assurance to us that you are willing to pay our bills; or

- (f) do so, but then:
- do not pay us the amount payable by the pay by date on the relevant disconnection warning. This does not apply if you have agreed with us to a new payment arrangement;
 - do not agree to a new payment arrangement within 5 business days after the date of receipt of the disconnection warning; or
 - do not make payments under such a new payment arrangement.

To avoid doubt, if you do not agree to such a new payment arrangement or do not so make payments under such a new payment arrangement, we may disconnect you without again having to observe this clause.

5.3 Domestic customers without sufficient income

We may not disconnect you, if the failure to pay our bill occurs through lack of sufficient income until we have also complied with clause 4.16(a) to (d) using our best endeavours to contact you personally, and you have not accepted an instalment plan within five business days of our offer.

5.4 Denying access to the meter

We may disconnect you if you deny access to the supply address for the purpose of reading the meter for three consecutive bills in the your billing cycle but only if:

- (a) we have:
- used our best endeavours, including contacting you personally, to give you an opportunity to offer reasonable alternative access arrangements;
 - each time access is denied, we or the meter reader has given you a notice requesting access to the meter; and
 - we have given you a disconnection warning including a statement that we may

disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and

- (b) you have continued not to provide access to us or the meter reader.

5.5 Refusal to provide refundable advance

We may disconnect you if you refuse when required to provide a refundable advance but only if:

- (a) we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and
- (b) you have continued not to provide the refundable advance.

5.6 No Disconnection

Despite clause 5.2, 5.3, 5.4 and 5.5, we must not disconnect you:

- (a) for non-payment of a bill:
- where the amount payable is less than any amount approved for this purpose in the Gas Guidelines;
 - if you have made a complaint directly related to the non-payment of the bill, to the Energy and Water Ombudsman of Victoria or another external dispute resolution body and the complaint remains unresolved;
 - you have formally applied for a Utility Relief Grant and a decision on the application has not been made; or
 - if the only charge you have not paid is a charge not for the supply or sale of gas;
- (b) if your supply address is registered by us or a Distributor as a medical exemption supply address. We must register a supply address as a medical exemption supply address if you request registration and provide us with a current medical certificate certifying that a person

residing at the supply address has a medical condition which requires continued supply; or

- (c) unless otherwise requested by you:
- after 2pm (for a domestic customer) or 3pm (for a business customer) on a weekday; or
 - on a Friday, on a weekend, on a public holiday or on the day before a public holiday.

5.7 Reconnection

If we have disconnected your gas supply as a result of:

- (a) non-payment of a bill, and within 10 days of disconnection you pay the bill or agree to a payment arrangement; or
- (b) access to your meter being denied, and within 10 days of disconnection you provide such access; or
- (c) your obtaining supply otherwise than in accordance with applicable laws and codes, and within 10 business days of disconnection that supply ceases and you pay for the supply so obtained or agree to a payment arrangement; or
- (d) your refusing to provide a Refundable Advance, and within 10 days of disconnection you provide it,

then at your request for reconnection, but subject to other applicable laws and codes and your payment of a reconnection charge, we will connect your supply:

- before 3pm on a business day, we will reconnect you on the day of the request; or
- after 3pm on a business day, we will reconnect you on the next business day or, if the request also is made before 9pm and you pay any applicable after hours reconnection charge, on the day requested by you.
- if we reach agreement with you later times may apply.

6. Refundable Advances

6.1 Domestic Customers

If you are a Domestic Customer we may require you to pay a Refundable Advance if:

- (a) you owe an gas supplier an Outstanding Amount (having regard to any relevant Gas Guideline); or
- (b) within the previous two years you have used gas other than in accordance with applicable laws and Codes; or
- (c) we consider that you have an unsatisfactory credit rating (having regard to any relevant Gas Guideline) and we have offered you an instalment plan and you have not accepted that offer; or
- (d) if you are a new customer you have refused to provide us with acceptable identification.

6.2 Business Customers

If you are a Business Customer we may require you to pay a Refundable Advance if:

- (a) we consider that you do not have a satisfactory credit rating as reasonably determined by us having regard to any relevant Gas Guideline; or
- (b) you do not have a satisfactory gas account payment record as reasonably determined by us.

You may provide us with a bank guarantee as an alternative to a refundable advance.

6.3 Amount

The amount of a Refundable Advance will be:

- (a) if you are a Domestic Customer and we have historical billing data for your consumption at the Premises over the last four quarters ended before the Refundable Advance is required, no more than 37.5% of the amount billed to you over those four quarters; or

- (b) if you are a Domestic Customer but paragraph (a) does not apply, no more than 37.5% of the average amount which we billed Domestic Customers over those four quarters; or
- (c) if you are a Business Customer, an amount we reasonably determine.

6.4 Interest

We will pay you interest on the amount of your Refundable Advance in accordance with the provisions of the Retail Code.

6.5 Use of Refundable Advance

We will only use and will repay your Refundable Advance in accordance with the provisions of the Retail Code.

6.6 Credit assessment

You authorise us to conduct a credit assessment on you for this purpose of determining whether or not you have a satisfactory credit rating.

7. New connections

7.1 Connections

If we arrange with you to physically connect you to the network, we may require you to pay a distributor's connection charge to us up front or bill you separately for this amount.

8. Customer information

8.1 Confidentiality

We agree that we will keep details of your name, address and account history confidential and will not disclose these details other than for purposes necessary to meet our obligations to you or in accordance with any relevant Code or Gas Guideline.

8.2 Changes

You agree that if you change any of your details which are known to us, you will tell us.

8.3 Other services

If we are not prevented from doing so by any relevant Code, Gas Guideline, or licence requirement, we may use your details to advise you of the availability of other services which we, or companies

related to us, can provide, until you inform us that you no longer wish to receive such information or material from us.

9. Dispute resolution

9.1 Raising a complaint or dispute

If you wish to raise a complaint or a dispute with us concerning our performance, we encourage you to contact us to discuss and we will attempt to resolve the complaint or dispute in the manner set out below.

If you are not satisfied with our response, you may refer the complaint to the Energy and Water Ombudsman of Victoria.

9.2 Complaint handling

We will handle a complaint by you in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Science and Tourism.

9.3 Advice on customer's rights

We will respond to your complaint, we will inform you:

- (a) that you have a right to raise the complaint to a higher level within our management structure; and
- (b) if, after raising the complaint to a higher level you are still not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria or other relevant external dispute resolution body. This information will be given in writing.

PART 2: OBLIGATIONS IN RESPECT OF GAS DISTRIBUTION

10. Access

You will allow us (and for the purposes of this clause, "us" includes our agents and your Distributor), and our equipment safe, convenient and unhindered access to the Premises:

- (a) to read your meter;

- (b) to connect, unless you have a connection contract with your Distributor, disconnect or reconnect your supply; and
- (c) to inspect or test any gas equipment on the Premises.

You will allow your Distributor and its agents access to the Premises to undertake repairs, testing or maintenance of the distribution system.

11. **Other obligations you must comply with**

You agree to:

- (a) comply with the provisions of the Distribution System Code which impose obligations on you and to allow your Distributor to enforce its rights under that Code;
- (b) comply with the Gas Law;
- (c) ensure that:
 - (i) the distribution network; or
 - (ii) the quality of our supply to other customers;
 is not adversely affected by your actions or equipment;
- (d) co-operate with your Distributor if the Distributor seeks to enforce the terms pursuant to which it provides connection services to you;
- (e) allow us to provide your Distributor with these standard terms and conditions, and, subject to any retail code and any relevant Gas Guideline, your details; and
- (f) do or refrain from doing any other act reasonably required by your Distributor or us to accommodate a change in the Gas Law from time to time.

PART 3: GENERAL

12. Interpretation

12.1 Definitions

In this document:

Agency Agreement means the agreement of that name between Origin and Gascor Pty Ltd dated 28 August 1998, as amended from time to time.

Business Customer means a customer who is not a Domestic Customer.

Distribution System Code means the Code of that name approved by the ORG.

Distributor means the holder of the distribution licence in respect of the network to which your Premises are connected.

Domestic Customer means a customer who purchases gas principally for personal, household or domestic use at the Premises.

Gas Guideline means a guideline published by the ORG.

Gas Law means all relevant legislation, statutes, regulations, codes, guidelines, order in council, licences, proclamations, tariffs, directions or standards applicable to participants in the Victorian region of the national gas market and includes the Retail Code, the Distribution System Code, the **Gas Industry Act 2001**, the **Gas Safety Act 1997** and the **Gas Industry (Residual Provisions) Act 1994**.

GST has the same meaning as given to it in the GST Law.

GST Law means **A New Tax System (Goods and Services Tax) Act 1999**.

Internet Billing is defined in clause 4.1.

MJ means megajoule

Internet Billing System means the online bill presentation and payment service.

ORG means the Office of the Regulator-General or its successor.

Outstanding Amount means the amount owing in respect of a previous supply address or a former gas supplier, which exceeds the amount nominated by the ORG in any relevant Gas Guideline.

Premises means the premises specified in your contract with us or, if no such premises are specified, the premises where you take supply from us under these terms and conditions.

Refundable Advance means an amount of money or other arrangement acceptable to us which you pay us as a safeguard against you failing to pay a bill.

Retail Code means the Gas Retail Code published by the ORG.

Service Provider means the person or company providing the Internet Billing Service.

12.2 General

In this document unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it an consolidations, amendments, re-enactments or replacements of any of them;
- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

13. Access to information

13.1 Retail Code

If you so request, we will provide you with a copy of the Retail Code. We may charge you an additional amount for doing so. In any event, we will as soon as is reasonably practicable inform you of any changes to the Retail Code which affect you.

13.2 Customer Charter

We will provide you with a free copy of our customer charter as soon as practicable after your contract starts, and following that, upon your request.

13.3 Historical billing data

You may request your historical billing information for any period from us and we will provide you with all such information which we then retain for that period, and we may charge you an additional amount if:

- (a) this is not your first request within a year; or
- (b) the period extends beyond the previous two years.

If you transfer to another retailer and you request historical billing information relating to the two years prior to the request we will provide you with that information if it has been retained by us. We may charge you a reasonable amount for this service.

13.4 Internet access

Copies of all Codes and other documents referred to in these standard terms and conditions are available on our website, www.originenergy.com.au

13.5 Available tariffs and variations

If you so request, we will provide you with reasonable information on the tariffs we offer you. The information will be given to you within 10 business days of your request and, if you require, in writing.

13.6 Concessions

We will provide you with information on all concessions, rebates and grants if you so request.

13.7 Energy efficiency advice

We will provide you with energy efficiency advice if you so request.

14. Miscellaneous

14.1 Variation

We may vary your contract with the prior approval of the ORG by notice in the government gazette.

14.2 Quality of supply

The quality, pressure and continuity of supply of gas is subject to a variety of factors which include accidents, weather and other acts beyond our control. Accordingly, the nature of gas is such that, to that extent, we cannot unqualifiedly guarantee to you:

- (a) the quality or pressure of the gas we supply; or
- (b) the continuity of supply of the gas to you.

14.3 Preservation of legislative provisions

These standard terms and conditions do not vary or exclude the operation of sub-section 232(1) of the **Gas Industry Act 2001** or section 33 of the **Gas Safety Act 1997**.

14.4 If there is any inconsistency between the provisions of the Gas Law and these standard terms and conditions;

- (a) the provisions of the Gas Law will prevail; and
- (b) those provisions of the Gas Law will be deemed to be incorporated in these standard terms and conditions in place of the inconsistent terms.

15. GST**15.1** Any amount payable by you or consideration provided by you or us under these terms and conditions which:

- (a) is consideration for “taxable supplies” for the purpose of the GST Law; and
 - (b) do not include GST,
- will be increased by the amount of the GST payable in relation to that taxable supply.

15.2 All GST payable by a party must be paid at the same time as the payment to which it relates is payable or where there is no payment, as reasonably requested by the party required to remit that GST.**15.3** The tariffs gazetted will be inclusive of GST.**16. Assignment****16.1** You may not assign your rights under this contract without the prior written consent of us. We may assign and novate our rights and obligations under this contract upon giving notice in writing to you. Without limiting any other manner in which notice may be given, a notice may be given by us by notice published in a newspaper circulating generally in Victoria.

Both parties acknowledge that we may supply gas to you under this contract as agent for Gascor pursuant to the Agency Agreement. Both parties agree that in the event that the Agency Agreement

ceases to apply in respect of you or ceases to be of effect or is terminated, all rights and obligations of the parties under this contract are preserved and shall continue as directly between us and you until otherwise terminated pursuant to the terms of this contract.

Schedule 1 - Internet Billing (clause 4.1)

If you have elected to use Internet Billing, the standard terms and conditions will be amended in accordance with this schedule until you cease to use Internet Billing.

1. New clause 4.1A, 4.1B and 4.1C are inserted as follows:

4.1A Cessation of Internet Billing

You may notify the Service Provider through the Internet Billing System, if you no longer wish to use Internet Billing. If you do so, we will deliver your future bills by ordinary post.

4.1B Online bills

If you choose not to receive notifications of your bills by e-mail, you will access your bills directly through the Internet Billing System.

4.1C Instalment Plan

If you have elected to use Internet Billing and you wish to enter into an instalment plan with us, then you must first notify the Service Provider under clause 4.1A that you no longer wish to use Internet Billing. You may then contact us to negotiate an instalment plan.

2. Clause 4.7 is deleted and replaced with:

4.7 Payment Methods

You may pay your bills:

- (a) online over the internet;
- (b) by telephone;
- (c) by direct debit (if you have agreed with us in writing to the amount and frequency of payments).

3. A new clause 4.18 is inserted as follows:

4.18 Failure to pay an online bill

If you fail to pay an online bill by the “pay by date” specified in that bill, we will issue any further notices (such as reminder or disconnection notices) to you by ordinary mail.

Gas Industry Act 1994**ORIGIN ENERGY (VIC) PTY LTD****Standard Terms and Conditions for Deemed
Contracts with Former Franchise Customers**

These standard terms and conditions apply to contracts for the sale and supply of gas created under section 44 of the **Gas Industry Act 2001**.

In these standard terms and conditions:

We and Us means Origin Energy (Vic) Pty Ltd (ABN 11 086 013 283) of level 21, 360 Elizabeth Street, Melbourne, Victoria, 3000 and **our** has a corresponding meaning.

You means the person taking a supply of gas purchased from us at the Premises and **your** has a corresponding meaning.

**PART 1: RELATIONSHIP WITH YOUR
RETAILER****1. Supply and sale****1.1 Obligation to sell and supply**

We will:

- (a) sell gas and related services to you;
- (b) arrange for the delivery of gas to the Premises (as soon as practicable, or later if you require).

1.2 Obligation to pay

You will pay us for the gas and related services we provide, any services we use to deliver the gas to the Premises and any additional amounts contemplated by these standard terms and conditions.

2. Term**2.1 Commencement**

Your contract will commence on 1 September 2001.

2.2 Duration

Your contract will continue until you terminate it (under clause 2.4) or we terminate it (under clause 2.5).

2.3 Vacating Premises (moving property)

If you intend to vacate your Premises you must give us:

- (a) at least 3 business days' notice of the date on which you intend to vacate the Premises; and
- (b) a forwarding address where we can send a final bill.

If you do not give us at least 3 business days' notice, unless you demonstrate that you were evicted or otherwise forced to vacate the Premises, you agree to pay for gas supplied to the Premises until you give us such notice or another customer enters into a contract for the sale of gas for delivery to the Premises (whichever occurs first).

2.4 Termination by you

If you wish to terminate your contract you must notify us.

2.5 Termination by us

We may terminate your contract if:

- (a) you do not pay us and as permitted under this contract we have disconnected your gas and you no longer have a right to be reconnected; or
- (b) you enter into another contract for the sale of gas for delivery to the Premises,

whichever occurs first.

2.6 Effect of termination

If your contract is terminated:

- (a) you will remain liable to make any outstanding payments to us;
- (b) we will have no obligation to sell or arrange delivery of gas to you.
- (c) clauses 4.10, 4.11, 4.12, 7.1, 8 and 12.3 survive the termination of this contract.

3. Price**3.1 Amount**

We will charge you an amount for the gas and any other services which we provide to you, which we will calculate in accordance with the tariff applicable to your premises and gas consumption as gazetted by us under sections 48MA or 48MC of the **Gas Industry Act 1994** or sections 42 or 44 of the **Gas Industry Act 2001**, or as varied by us and notified to you under clause 3.2 ("**Price**").

3.2 Variation

We will give you notice of any variation of the Price as soon as practicable and in any event, no later than your next bill.

4. Billing and payment**4.1 Frequency of bills**

If we currently bill you monthly (or two monthly) we will continue to do so, otherwise we will bill you at least every three months. We may agree with you a billing period which is shorter than three months, pursuant to the Retail Code.

4.2 Content

Your bills will enable you to verify their conformity to this contract and will include, amongst other things:

- (a) your name and account number, supply address and relevant mailing address;
- (b) the Meter Installation Registration Number ("MIRN") allocated to the supply point associated with your supply address;
- (c) the dates and total amounts of the immediately previous and current meter readings or estimates and consumption, or estimated consumption, in MJ;
- (d) the relevant tariff or tariffs which apply to you;
- (e) if a network charge is passed through to you by us, the separate amount of the network charge;
- (f) the amount payable by you;
- (g) the "pay by date";
- (h) the amount of arrears or credit and the amount of any refundable advance provided by you;
- (i) a summary of payment methods and payment arrangement options;
- (j) if you are a Domestic Customer details of the availability of concessions, rebates or grants;
- (k) a telephone number for billing and payment enquiries and a 24 hour number for faults and emergencies;
- (l) in relevant languages details of interpreter services;
- (m) other than for your first bill from us, a graph showing your consumption for the period covered by the bill and, to the extent data is available:

- (i) your consumption for each billing period over the previous 12 months; and
- (ii) a comparison of your consumption for the period covered by the bill with your consumption for the same period of the previous year; and
- (n) if we are charging you for goods and services other than gas on the bill, a charge for the other goods or service as a separate item with a description of the goods or service supplied.

Should your bill cover a period other than the billing period agreed under clause 4.1 we will charge you in proportion to the relevant periods and show the relevant details on your bill.

4.3 Bundled Charges

On request, we will provide you with reasonable information on network charges, retail charges and other charges relating to the sale or supply of gas comprised in the amount payable under your bill.

4.4 Estimated readings

Wherever possible, the bill will be based on an actual read of your gas meter.

If we cannot reasonably or reliably base a bill on our reading of your gas meter, we may provide you with an estimated bill based on:

- (a) your reading of your gas meter;
- (b) your prior billing history; or
- (c) if we do not have your prior billing history, average usage of gas at the relevant tariff calculated over the period covered by the bill.

We will ensure that your meter is read at least once every 12 months and adjust your bill accordingly.

4.5 Access

You will allow us (including our agents) and your Distributor and our equipment safe, convenient and unhindered access to the Premises to read your meter. If we cannot read your meter because you deny

such access to us, we may estimate your bill, you may require a replacement bill based on an actual reading and we may charge you a reasonable additional amount if you do so.

4.6 Date for payment

You agree to pay us the amount specified in each bill by the “pay by date” specified in the bill (which unless you agree otherwise will not be sooner than 12 business days after the date of the bill).

4.7 Payment methods

You may pay your bill:

- (a) in person at an agency or payment outlet;
- (b) by mail; or
- (c) by direct debit (if you have agreed with us in writing to the amount and frequency of payments); or
- (d) by any other method which we make available to you (provided this is allowed under the Retail Code).

We will apply payment received from you as directed by you or if no direction is given as follows:

- (e) to the charges for supply or sale of gas before applying any part to charges for any other services; or
- (f) if the other services include electricity, to the charges for the supply or sale of electricity and gas in equal proportion before applying any part of it to any other goods and services.

4.8 Advance Payment

We will accept advance payments which you might wish to make.

4.9 Additional amounts

We may charge you an additional amount if:

- (a) your payment is dishonoured or reversed and we incur a fee;
- (b) we make a different billing cycle available to you and you agree to this;

- (c) you deny us access to read your meter and later request a bill based on an actual reading (see clause 4.4); or
- (d) we are otherwise permitted to do so under the Gas Law, including for excluded services charges.

The amount of any additional charge will be reasonable having regard to the related costs we incur.

4.10 Review of bill

If you disagree with an amount stated in a bill, we will review the bill at your request. During the review, you agree to pay us the lower of:

- (a) any portion of the bill which you agree with us is not in dispute; and
- (b) an amount equal to the average amount of your bills in the previous 12 months.

If you request we will procure a test of your meter for accuracy in accordance with the requirements of the Distribution System Code. We may charge you for this, but will refund the charge if the meter is found to favour us by more than is allowed in the Distribution System Code.

4.11 Outcome of review

If the bill is correct, you agree to pay us the unpaid amount or request a meter test. If the meter test shows that your meter complies with applicable laws and codes, you agree to pay the costs of the tests and the unpaid amount.

If your bill is incorrect we will adjust your bill in accordance with the provisions of the Retail Code.

4.12 Adjustments

If we fail to charge, undercharge or overcharge you, we may recover from you or pay to you the relevant amount in accordance with the provisions of the Retail Code.

4.13 Financial hardship

If you are a Domestic Customer and:

- (a) you anticipate that you may not be able to pay a bill by the “pay by date”, you must notify us; or

(b) we believe that you may not be able to pay a bill by the “pay by date”, then we will offer you a range of options (including instalment plans in accordance with the Retail Code) to assist you and information about available concessions, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

4.14 Assessment and assistance

If you contact us and you do not agree to an alternative payment arrangement or we believe you are experiencing repeated difficulties in paying your bill or that you require payment assistance we will:

- (a) assess in a timely way information you have provided to us or we otherwise hold concerning your capacity to pay;
- (b) on request, make available to you documentary evidence of our assessment;
- (c) unless you have in the previous 12 months failed to comply with 2 instalment plans and do not provide us with reasonable assurance that you are willing to meet obligations under a further instalment plan, offer you an instalment plan;
- (d) provide you with details on concessions, telephone information on energy efficiency and advice on the availability of an independent financial counsellor; and
- (e) consider conducting an energy efficiency field audit.

4.15 Debt Collection

We will not commence legal proceedings to recover a debt from you:

- (a) if you have contacted us under clause 4.13, until clause 4.14(a) to (d) and all relevant requirements of the Retail Code have been complied with; or
- (b) while you make payments according to an agreed payment arrangement,

We will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission.

5. Disconnection or reduction of supply and reconnection

5.1 Disconnection, interruption, discontinuation or reduction

If you so request, or we are permitted to do so under the Gas Law, we may disconnect, interrupt, discontinue or reduce the supply of gas to you at the Premises.

5.2 Non-payment of a bill

We may only disconnect you for non-payment of a bill if you fail to pay us by the pay by date of a bill if:

- (a) the failure does not relate to an instalment under your first instalment plan with us;
- (b) we have given you:
 - a reminder notice not less than 14 business days from the date of dispatch of the bill. The reminder notice must include a new pay by date which is not less than 20 business days from the date of dispatch of the bill; and
 - a disconnection warning not less than 22 business days from the date of dispatch of the bill. The disconnection warning must include a new pay by date which is not less than 28 business days from the date of dispatch of the bill;
- (c) we have included in the disconnection warning:
 - a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the disconnection warning; and
 - a telephone number for payment assistance enquiries; and
- (d) if you have called that telephone number, we have responded to your enquiry and have provided advice on financial assistance, and, before disconnection, you:

- (e) do not provide a reasonable assurance to us that you are willing to pay our bills; or
- (f) do so, but then:
 - do not pay us the amount payable by the pay by date on the relevant disconnection warning. This does not apply if you have agreed with us to a new payment arrangement;
 - do not agree to a new payment arrangement within 5 business days after the date of receipt of the disconnection warning; or
 - do not make payments under such a new payment arrangement.

To avoid doubt, if you do not agree to such a new payment arrangement or do not so make payments under such a new payment arrangement, we may disconnect you without again having to observe this clause.

5.3 Domestic customers without sufficient income

We may not disconnect you, if the failure to pay our bill occurs through lack of sufficient income until we have also complied with clause 4.14(a) to (d) using our best endeavours to contact you personally, and you have not accepted an instalment plan within five business days of our offer.

5.4 Denying access to the meter

We may disconnect you if you deny access to the supply address for the purpose of reading the meter for three consecutive bills in the your billing cycle but only if:

- (a) we have:
 - used our best endeavours, including contacting you personally, to give you an opportunity to offer reasonable alternative access arrangements;
 - each time access is denied, we or the meter reader has given you a notice requesting access to the meter; and

- we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and

- (b) you have continued not to provide access to us or the meter reader.

5.5 Refusal to provide refundable advance

We may disconnect you if you refuse when required to provide a refundable advance but only if:

- (a) we have given you a disconnection warning including a statement that we may disconnect you on a day no sooner than seven business days after the date of receipt of the notice; and
- (b) you have continued not to provide the refundable advance.

5.6 No Disconnection

Despite clause 5.2, 5.3, 5.4 and 5.5, we must not disconnect you:

- (a) for non-payment of a bill:
 - where the amount payable is less than any amount approved for this purpose in the Gas Guidelines;
 - if you have made a complaint directly related to the non-payment of the bill, to the Energy and Water Ombudsman of Victoria or another external dispute resolution body and the complaint remains unresolved;
 - you have formally applied for a Utility Relief Grant and a decision on the application has not been made; or
 - if the only charge you have not paid is a charge not for the supply or sale of gas;
- (b) if your supply address is registered by us or a Distributor as a medical exemption supply address. We must register a supply address as a medical exemption supply address if you request registration and

provide us with a current medical certificate certifying that a person residing at the supply address has a medical condition which requires continued supply; or

- (c) unless otherwise requested by you:
- after 2pm (for a domestic customer) or 3pm (for a business customer) on a weekday; or
 - on a Friday, on a weekend, on a public holiday or on the day before a public holiday.

5.7 Reconnection

If we have disconnected your gas supply as a result of:

- (a) non-payment of a bill, and within 10 days of disconnection you pay the bill or agree to a payment arrangement; or
- (b) access to your meter being denied, and within 10 days of disconnection you provide such access; or
- (c) your obtaining supply otherwise than in accordance with applicable laws and codes, and within 10 business days of disconnection that supply ceases and you pay for the supply so obtained or agree to a payment arrangement; or
- (d) your refusing to provide a Refundable Advance, and within 10 days of disconnection you provide it,

then at your request for reconnection, but subject to other applicable laws and codes and your payment of a reconnection charge, we will connect your supply.

- before 3pm on a business day, we will reconnect you on the day of the request; or
- after 3pm on a business day, we will reconnect you on the next business day or, if the request also is made before 9pm and you pay any applicable after hours reconnection charge, on the day requested by you.
- if we reach agreement with you later times may apply.

6. Refundable Advances

6.1 Domestic Customers

If you are a Domestic Customer we may require you to pay a Refundable Advance if:

- (a) within the previous two years you have used gas other than in accordance with applicable laws and Codes; or
- (b) we consider that you have an unsatisfactory credit rating (having regard to any relevant Gas Guideline) and we have offered you an instalment plan and you have not accepted that offer.

6.2 Business Customers

If you are a Business Customer we may require you to pay a Refundable Advance if:

- (a) we consider that you do not have a satisfactory credit rating as reasonably determined by us having regard to any relevant Gas Guideline; or
- (b) you do not have a satisfactory gas account payment record as reasonably determined by us.

You may provide us with a bank guarantee as an alternative to a refundable advance.

6.3 Amount

The amount of a refundable advance will be:

- (a) if you are a Domestic Customer and we have historical billing data for your consumption at the Premises over the last four quarters ended before the Refundable Advance is required, no more than 37.5% of the amount billed to you over those four quarters; or
- (b) if you are a Domestic Customer but paragraph (a) does not apply, no more than 37.5% of the average amount which we billed Domestic Customers over those four quarters; or
- (c) if you are a Business Customer, an amount we reasonably determine.

6.4 Interest

We will pay you interest on the amount of your Refundable Advance in accordance with the provisions of the Retail Code.

6.5 Use of Refundable Advance

We will only use and will repay your Refundable Advance in accordance with the provisions of the Retail Code.

7. Customer information**7.1 Confidentiality**

We agree that we will keep details of your name, address and account history confidential and will not disclose these details other than for purposes necessary to meet our obligations to you or in accordance with any relevant Code or Gas Guideline.

7.2 Changes

You agree that if you change any of your details which are known to us, you will tell us.

7.3 Other services

If we are not prevented from doing so by any relevant Code, Gas Guideline, or licence requirement, we may use your details to advise you of the availability of other services which we, or companies related to us, can provide, until you inform us that you no longer wish to receive such information or material from us.

8. Dispute resolution**8.1 Raising a complaint or dispute**

If you wish to raise a complaint or a dispute with us concerning our performance, we encourage you to contact us to discuss and we will attempt to resolve the complaint or dispute in the manner set out below.

If you are not satisfied with our response, you may refer the complaint to the Energy and Water Ombudsman of Victoria.

8.2 Complaint handling

We will handle a complaint by you in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Science and Tourism.

8.3 Advice on customer's rights

We will respond to your complaint, we will inform you:

- (a) that you have a right to raise the complaint to a higher level within our management structure; and

- (b) if, after raising the complaint to a higher level you are still not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Victoria or other relevant external dispute resolution body. This information will be given in writing.

PART 2: OBLIGATIONS IN RESPECT OF GAS DISTRIBUTION**9. Access**

You will allow us (and for the purposes of this clause, "us" includes our agents and your Distributor), and our equipment safe, convenient and unhindered access to the Premises:

- (a) to connect, unless you have a connection contract with your Distributor disconnect or reconnect your supply;
- (b) to inspect or test any gas equipment on the Premises; and
- (c) to undertake repairs, testing or maintenance of the distribution system.

10. Other obligations you must comply with

You agree to:

- (a) comply with the provisions of the Distribution System Code which impose obligations on you and to allow your Distributor to enforce its rights under that Code;
- (b) comply with the Gas Law;
- (c) ensure that:
 - (i) the distribution network; or
 - (ii) the quality of our supply to other customers,

is not adversely affected by your actions or equipment;

- (d) co-operate with your Distributor if the Distributor seeks to enforce the terms pursuant to which it provides connections services to you;
- (e) allow us to provide your Distributor with these standard terms and conditions, and, subject to the Retail Code and any relevant Gas Guideline, your details; and

- (f) do or refrain from doing any other act reasonably required by your Distributor or us to accommodate a change in the Gas Law from time to time.

PART 3: GENERAL

11. Interpretation

11.1 Definitions

In this document:

Agency Agreement means the agreement of that name between Origin and Gascor Pty Ltd dated 28 August 1998, as amended from time to time.

Business Customer means a customer who is not a Domestic Customer.

Distributor means the holder of the distribution licence in respect of the network to which your Premises are connected.

Distribution System Code means the Code of that name approved by the ORG.

Domestic Customer means a customer who purchases gas principally for personal, household or domestic use at the Premises.

Gas Guideline means a guideline published by the ORG.

Gas Law means all relevant legislation, statutes, regulations, codes, guidelines, orders in council, licences, proclamations, tariffs, directions or standards applicable to participants in the Victorian gas market and includes the Retail Code, the Distribution System Code, the **Gas Industry Act 2001**, the **Gas Safety Act 1997** and the **Gas Industry (Residual Provisions) Act 2001**.

GST has the same meaning as given to it in the GST Law.

GST Law means A New Tax System (Goods and Services Tax) Act 1999.

MJ means megajoule

ORG means the Office of the Regulator-General or its successor.

Outstanding Amount means an amount owing in respect of a previous supply address or a former gas supplier, which exceeds the amount nominated by the ORG in any relevant Gas Guideline.

Premises means the premises where you take gas from us under these terms and conditions.

Refundable Advance means an amount of money or other arrangement acceptable to us which you pay us as a safeguard against you failing to pay a bill.

Retail Code means the Gas Retail Code published by the ORG.

11.2 General

In this document unless otherwise stated:

- (a) a reference to this document or another instrument includes any variation or replacement of any of them;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated without including that day;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

12. Access to information

12.1 Retail Code

If you so request, we will provide you with a copy of the Retail Code. We may charge you an additional amount for doing so. In any event, we will as soon as is reasonably practicable inform you of any changes to the Retail Code which affect you.

12.2 Customer Charter

We will provide you with a free copy of our customer charter as soon as practicable after your contract starts, and following that, upon your request.

12.3 Historical billing data

You may request your historical billing information for any period from us and we will provide you with all such information which we then retain for that period, and we may charge you an additional amount if:

- (a) this is not your first request within a year; or
- (b) the period extends beyond the previous 2 years.

If you transfer to another retailer and you request historical billing information relating to two years prior to the request we will provide you with that information if it has been retained by us, we may charge you a reasonable additional amount for this service.

12.4 Internet access

Copies of all Codes and other documents referred to in these standard terms and conditions are available on our website, www.originenergy.com.au

12.5 Available tariffs and variations

If you so request, we will provide you with reasonable information on the tariffs we offer you. The information will be given to you within 10 business days of your request and, if you require, in writing.

If we vary any tariff which affects you, we will notify you as soon as practicable and in any event no later than your next bill.

12.6 Concessions

We will provide you with information on all concessions, rebates and grants if you so request.

12.7 Energy efficiency advice

We will provide you with energy efficiency advice if you so request.

13. Miscellaneous

13.1 Variation

We may vary your contract:

- under section 45 of the **Gas Industry Act 2001**; or
- with prior approval by ORG by notice in the government gazette.

13.2 Quality of supply

The quality, pressure and continuity of supply of gas is subject to a variety of factors which include accidents, weather and other acts beyond our control. Accordingly, the nature of gas is such that, to that extent we cannot unqualifiedly guarantee to you:

- (a) the quality or pressure of the gas we supply; or
- (b) the continuity of supply of gas to you.

13.3 Preservation of legislative provisions

These standard terms and conditions do not vary or exclude the operation of

section 232(1) of the **Gas Industry Act 2001** or section 33 of the **Gas Safety Act 1997**.

13.4 If there is any inconsistency between the provisions of the Gas Law and these standard terms and conditions;

- (a) the provisions of the Gas Law will prevail; and
- (b) those provisions of the Gas Law will be deemed to be incorporated into these standard terms and conditions in place of the inconsistent terms.

14. GST

14.1 Any amount payable by you or consideration provided by you or us under these terms and conditions which:

- (a) is consideration for "taxable supplies" for the purposes of the GST Law; and
 - (b) do not include GST,
- will be increased by the amount of the GST payable in relation to that taxable supply.

14.2 All GST payable by a party must be paid at the same time as the payment to which it relates is payable or where there is no payment, as reasonably requested by the party required to remit that GST.

14.3 The tariffs gazetted will be inclusive of GST.

15. Assignment

15.1 You may not assign your rights under this contract without the prior written consent of us. We may assign and novate our rights and obligations under this contract upon giving notice in writing to you. Without limiting any other manner in which notice may be given, a notice may be given by us by notice published in a newspaper circulating generally in Victoria.

15.2 Both parties acknowledge that we may supply gas to you under this contract as agent for Gascor pursuant to the Agency Agreement. Both parties agree that in the event that the Agency Agreement ceases to apply in respect of you or ceases to be of effect or is terminated, all rights and obligations of the parties under this contract are preserved and shall continue as directly between us and you until otherwise terminated pursuant to the terms of this contract.

Gas Industry Act 1994

ORIGIN ENERGY (VIC) PTY LTD

Tariffs Applicable from 1 September 2001

Under section 48MA (1) (a) and 48MC of the **Gas Industry Act 1994**, Origin Energy (Vic) Pty Ltd ABN 11 086 013 283 has determined the following tariffs for the supply and sale of natural gas to domestic and small business customers under section 42 of the **Gas Industry Act 2001** and for the supply and sale of natural gas to former franchise customers under section 44 of the **Gas Industry Act 2001** from 1 September 2001 until such time as other tariffs are determined and gazetted.

DOMESTIC TARIFFS
(per meter per two months)

	(Inclusive of GST)	
	Peak Period	Off-Peak
03 Domestic General		
Supply Charge	\$14.96	\$14.96
Commodity Charge		
0-4000 MJ (c/MJ)	0.7689	0.7689
>4000 MJ (c/MJ)	0.9801	0.7697
01 / 02 Multiple Residential	All Periods	
Supply Charge – Tariff 01		
Meter/Regulator capacity up to 50mΔ/hr	\$30.44	
Supply Charge – Tariff 02		
Meter/Regulator capacity over 50mΔ/hr	\$103.37	
Commodity Charge		
All Gas c/MJ	1.0291	
04 / 05 Residential Bulk Hot Water Master Meter	All Periods	
Supply Charge – Tariff 04		
Meter/Regulator capacity up to 50mΔ/hr	\$30.44	
Supply Charge – Tariff 05		
Meter/Regulator capacity over 50mΔ/hr	\$103.37	
Commodity Charge		
All Gas c/MJ	1.0291	
09 Gas Light (Unmetered)	All Periods	
2 Mantles	\$31.47	
Each Mantle>2	\$15.74	
10 / 11 Bulk Supply to Flats for Water Storage Heating	All Periods	
Supply Charge – Tariff 10		
Meter/Regulator capacity up to 50mΔ/hr	\$30.44	
Supply Charge – Tariff 11		
Meter/Regulator capacity over 50mΔ/hr	\$103.37	
Commodity Charge		
All Gas c/MJ	1.1158	
Hot Water Charges		
c/litre	0.554	
M3 Domestic General (including Postcodes 3641, 3644, 3687 and 3730)	All Periods	
Supply Charge	\$18.24	
Commodity Charge		
All Gas c/MJ	1.1990	

G3 Domestic General (including Postcodes 3812, 3813, 3814 and 3815)

	All Periods
Supply Charge	\$14.19
Commodity Charge	
All Gas c/MJ	1.1440

COMMERCIAL AND INDUSTRIAL TARIFFS

(per meter per two months)

	(Inclusive of GST)	
	Peak Period	Off-Peak
13 / 21 Commercial/Industrial		
Supply Charge		
Meter/Regulator capacity up to 100m ³ /hr	\$22.21	\$22.21
Commodity Charge		
First 100,000 MJ c/MJ	0.9808	0.7684
Next 450,000 MJ c/MJ	0.8805	0.5417
Over 550,000 MJ c/MJ	0.5121	0.4686
14 / 22 Commercial/Industrial	Peak Period	Off-Peak
Supply Charge		
Meter/Regulator capacity 100.1m ³ /hr to 850m ³ /hr	\$203.43	\$203.43
Commodity Charge		
First 100,000 MJ c/MJ	0.9807	0.7698
Next 450,000 MJ c/MJ	0.8805	0.5417
Over 550,000 MJ c/MJ	0.5121	0.4686
63 Ministry of Housing	All Periods	
All Gas c/MJ	0.5419	
08 Standby Power Generation		
Supply Charge Only	\$434.36	
M6 / M8 (including Postcodes 3641, 3644, 3687 and 3730)	All Periods	
Supply Charge		
Meter/Regulator capacity up to 100m ³ /hr	\$21.85	
Commodity Charge		
All Gas c/MJ	0.9541	
M7 / M9 (including Postcodes 3641, 3644, 3687 and 3730)	All Periods	
Supply Charge		
Meter/Regulator capacity 100.1m ³ /hr to 850m ³ /hr	\$200.17	
Commodity Charge		
All Gas c/MJ	0.8643	
G6 / G8 (including Postcodes 3812, 3813, 3814 and 3815)	All Periods	
Supply Charge		
Meter/Regulator capacity up to 100m ³ /hr	\$22.00	
Commodity Charge		
All Gas c/MJ	1.0340	

Notes:

1. Peak Periods apply from 1 June to 30 September inclusive.
 2. Tariffs are per meter per two months. Where consumers are billed other than on a two-monthly basis, the Supply Charge and the block sizes for the Commodity Rates are adjusted accordingly.
 3. c/MJ = cents per megajoule.
 4. m³/h = cubic meters per hour.
-

FORM 7 s.21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Lots 1 & 2 on Plan of Subdivision 39654, Parish of Tullamarine, comprising 42 square metres and being land described in Certificate of Title Volume 8521, Folio 293, shown as Parcel 3 on VicRoads Survey Plan 19831.

Interest acquired: That of the City of Hume and all other interests.

Published with the authority of VicRoads.

The Survey plan referred to in this notice may be viewed at the office of the Property Services Department, VicRoads, 60 Denmark Street, Kew.

Dated 4 October 2001

For and on behalf of VicRoads:
A. O'BRIEN,
Acting Manager,
Property Services Department

Medical Practice Act 1994

MEDICAL PRACTITIONERS BOARD OF
VICTORIA

Notice

Re: Dr John Drury

A Panel of the Medical Practitioners Board of Victoria on 25 September 2001 conducted a Formal Hearing into the professional conduct of Dr John Drury, a registered medical practitioner.

The Panel determined pursuant to Section 50(1)(a) of the **Medical Practice Act 1994** that Dr John Drury had engaged in unprofessional conduct of a serious nature.

Acting in accordance with Section 50(2)(h) of the **Medical Practice Act 1994**, the Panel determined that the registration of Dr John Drury be cancelled, effective immediately.

Dated 26 September 2001

JOHN H. SMITH
Registrar

Electoral Boundaries Commission Act 1982

Pursuant to section 13 of the **Electoral Boundaries Commission Act 1982** notice is hereby given that a new electoral statement

including Province and District maps was lodged at the Central Plan Office of the Department of Natural Resources and Environment on 27 September 2001.

The plan registration number is LEGL./01-116.

A copy of the statement and maps may be inspected by members of the public from Monday to Friday (public holidays excepted) between the hours of 8.30 a.m. to 4.00 p.m.

Ms CHLOE MUNRO
Secretary

Planning and Environment Act 1987

BOROONDARA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C19

The Minister for Planning has approved Amendment C19 to the Boroondara Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones land known as 376 Cotham Road, Kew from Public Use Zone 1 to Residential 1 Zone and applies an Environmental Audit Overlay to the site.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Customer Service Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Boroondara City Council, 8 Inglesby Road, Camberwell.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

BULOKE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C2

The Minister for Planning has approved Amendment C2 to the Buloke Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones Certificate of Title Volume 8898, Folio 568, located on the corner of Morrison and Taverner Streets, Birchip, from Public Park and Recreation Zone to Township Zone to correct a mapping error.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; Department of Infrastructure, Northern Region, 57 Lansell Street, Bendigo and at the offices of the Buloke Shire Council, 367 Broadway, Wycheproof.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

GREATER BENDIGO PLANNING SCHEME

Notice of Approval of Amendment
Amendment C14

The Minister for Planning has approved Amendment C14 to the Greater Bendigo Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment alters the planning scheme maps and the schedule to the Heritage Overlay so that thirty-six heritage places in the Greater Bendigo Planning Scheme are shown consistently with the Victorian Heritage Register.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and 57 Lansell Street, Bendigo and at the offices of the Greater Bendigo City Council, Hopetoun Mill, 15 Hopetoun Street, Bendigo.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

GREATER SHEPPARTON PLANNING SCHEME

Notice of Approval of Amendment
Amendment C13

The Minister for Planning has approved Amendment C13 to the Greater Shepparton Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones Lot 2 LP118677, known as 7979 Goulburn Valley Highway, Kialla, from Residential 1 Zone (R1Z) to the Business 4 Zone (B4Z).

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; the Department of Infrastructure, North East Region Office, 50–52 Clarke Street, Benalla and at the offices of the City of Greater Shepparton, 90 Welsford Street, Shepparton.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987

MACEDON RANGES PLANNING SCHEME

Notice of Approval of Amendment
Amendment C10

The Minister for Planning has approved Amendment C10 to the Macedon Ranges Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones land known as Lot 11 CP 107666, Township of Gisborne, located at No. 35–41 Robertson Street, Gisborne, from Residential 1 to Public Use Zone 7 – Other Public Use. It also amends the schedule to the Public Use Zone to enable a Police Station to be constructed on the site without the need for a planning permit provided that a plan of the development is provided to the satisfaction of the responsible authority.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; the Department of Infrastructure, Northern Region, 57 Lansell Street, Bendigo and at the offices of the Macedon Ranges Shire Council, 129 Mollison Street, Kyneton.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
MOONEE VALLEY PLANNING SCHEME

Notice of Approval of Amendment
Amendment C16 (Part 2)

The Minister for Planning has approved Amendment C16 (Part 2) to the Moonee Valley Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment introduces a Heritage Overlay on 18 Woods Street, Ascot Vale.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Moonee Valley City Council, 9 Kellaway Avenue, Ascot Vale.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
MORELAND PLANNING SCHEME

Notice of Approval of Amendment
Amendment C2

The Minister for Planning has approved Amendment C2 to the Moreland Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment introduces Clause 44.05 Special Building Overlay (SBO), extends the application of the Land Subject to Inundation

Overlay (LSIO) and defines the land affected by the SBO and extended LSIO on the Moreland Planning Scheme maps. The Amendment affects approximately 4000 sites located throughout the municipality.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Moreland City Council, 90 Bell Street, Coburg.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
MORELAND PLANNING SCHEME

Notice of Approval of Amendment
Amendment C10 Part 3

The Minister for Planning has approved Amendment C10 Part 3 to the Moreland Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment includes 42 Ross Street, Coburg; 828 Sydney Road, Brunswick; 13 to 15 Rosser Street, Brunswick; and 14 to 24 Rosser Street, Brunswick as places in the schedule to the Heritage Overlay and amends Planning Scheme Maps 11HO, 14HO and 15HO to identify the extent of protection for these places. It includes the associated outbuildings at the rear of 38 Harrison Street, Brunswick in the schedule to the Heritage Overlay.

The Amendment also corrects a mapping anomaly by deleting the Heritage Overlay for 48 Harrison Street, Brunswick as it has been demolished.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Moreland City Council, 90 Bell Street, Coburg.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
MURRINDINDI PLANNING SCHEME

Notice of Approval of Amendment
Amendment C5 Part 2

The Minister for Planning has approved Amendment C5 Part 2 to the Murrindindi Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment:

- rezones land at 102 High Street, Yea (Lot 1, LP13841) from Residential 1 (R1) Zone to Business 1 (B1) Zone;
- reduces and makes minor alterations to the area subject to the Land Subject to Inundation Overlay in the vicinity of the King Parrot Creek at Hazeldene and Silver Creek.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; Department of Infrastructure, North East Region Office, 50-52 Clarke Street, Benalla and at the offices of the Murrindindi Shire Council, Perkins Street, Alexandra.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
WYNDHAM PLANNING SCHEME

Notice of Approval of Amendment
Amendment C28

The Minister for Planning has approved Amendment C28 to the Wyndham Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment removes a Public Acquisition Overlay (PAO 5 – Department of Education) from land at the north east corner of Ballan and Hooker Roads, Werribee.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Wyndham City Council, Civic Centre, 45 Princes Highway, Werribee.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
WYNDHAM PLANNING SCHEME

Notice of Approval of Amendment
Amendment C28

The Minister for Planning has approved Amendment C28 to the Wyndham Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment removes a Public Acquisition Overlay (PAO 5 – Department of Education) from land at the north east corner of Ballan and Hooker Roads, Werribee.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne and at the offices of the Wyndham City Council, Civic Centre, 45 Princes Highway, Werribee.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
NILLUMBIK PLANNING SCHEME

Notice of Lapsing of Amendment
Amendment C5, Part 2

The Nillumbik Shire Council has resolved to abandon Amendment C5, Part 2 to the Nillumbik Planning Scheme.

The Amendment proposed to change Schedule 1 the Development Plan Overlay relating to Area A: Diamond Creek North and Schedule 2 to the Development Plan Overlay

relating to Area B: Diamond Creek North. It is proposed to provide discretion for a permit to be granted for the development of a dwelling on a lot, prior to the approval of a development plan, providing the dwelling is the only dwelling on the lot and its development would not prejudice a development plan for the area.

The Amendment lapsed on 10 September 2001.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

Planning and Environment Act 1987
GREATER SHEPPARTON PLANNING
SCHEME

Notice of Approval of Amendment
Amendment C12

The Minister for Planning has approved Amendment C12 to the Greater Shepparton Planning Scheme.

The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones land bounded by Florence Street, Old Dookie Road, Doyles Road and the channel parallel to the Midland Highway in East Shepparton from the existing Rural zone to Industrial 1 zone, removes the Development Plan Overlay from the site, inserts the Design and Development Overlay (DDO) into the scheme, introduces DDO Schedule 1 – East Shepparton Industrial Development Plan (Florence Street), and updates clause 21.05 to incorporate references to the East Shepparton Industrial Development Plan.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Infrastructure, Planning Information Centre, Upper Plaza, Nauru House, 80 Collins Street, Melbourne; Department of Infrastructure, North Eastern Region Office, 50–52 Clarke Street, Benalla and at the offices of the City of Greater Shepparton, Welsford Street, Shepparton.

PAUL JEROME
Executive Director
Planning, Heritage and
Building Division
Department of Infrastructure

ORDERS IN COUNCIL

Crown Land (Reserves) Act 1978

NOTICE OF INTENTION TO REVOKE
TEMPORARY RESERVATION

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** gives notice of intention to revoke the following temporary reservation:

CARLTON — The temporary reservation by Order in Council of 26 June, 1973 of an area of 5109 square metres of land in Section 39, At Carlton, Parish of Jika Jika as a site for Hospital purposes. — (Rs 6247).

This Order is effective from the date on which it is published in the Government Gazette.

Dated 2 October 2001

Responsible Minister
SHERRYL GARBUTT
Minister for Environment
and Conservation

HELEN DOYE
Clerk of the Executive Council

**Intellectually Disabled Persons's
Services Act 1986**

WARRNAMBOOL AND DISTRICT
ACCOMMODATION SUPPORT SERVICE
INC.

RE-ESTABLISHMENT OF THE
COMMITTEE OF MANAGEMENT

Order in Council

The Governor in Council pursuant to all enabling powers and section 25(5) of the **Intellectually Disabled Persons's Services Act 1986**, and on the recommendation of the Minister for Community Services, declares that:

- (a) the Committee of Management of Warrnambool and District Support Service Inc (WDASS) be re-established, on the date of this Order;
- (b) an election for new members of the Committee of Management be held on 4 October 2001;

(c) Andrew Rowe cease to be administrator on 9 October 2001.

Dated 2 October 2001

Responsible Minister:
THE HON. CHRISTINE CAMPBELL MP,
Minister for Health

HELEN DOYE
Clerk of the Executive Council

Local Government Act 1989

ALTERATION OF WARD BOUNDARIES OF
DAREBIN CITY COUNCIL

Order in Council

The Governor in Council hereby directs that:

- a) Under Section 220S (1)(a) of the **Local Government Act 1989**, this Order comes into operation on the day it is published in the Government Gazette; and
- b) Under Section 220Q (k) and (m) of the **Local Government Act 1989**, on the day this Order comes into operation the boundaries of the wards and names of the wards of the Darebin City Council shall be fixed as described in the Schedule to this Order.

Dated 2 October 2001

Responsible Minister
BOB CAMERON MP
Minister for Local Government

HELEN DOYE
Clerk of the Executive Council

SCHEDULE

**Boundaries of the Wards of the
Darebin City Council
Altered and Redefined**

Merrilands Ward

Commencing on the Melbourne–Epping Railway at Mahoneys Road, being a point on the northern boundary of the City; thence southerly by the Melbourne–Epping Railway to a point in line with Leamington Street; thence westerly by a line and Leamington Street to Edgars Creek; thence south-westerly by that creek, the former course of that creek through Edwardes Lake and again Edgars Creek to Edwardes Street; thence easterly by that street to Gilbert Road; thence southerly by that road to Carrington Road;

thence westerly by that road to Jenkin Street at Corben Street; thence further westerly by Jenkin Street to Elizabeth Street being a point on the western boundary of the City, and thence generally northerly and easterly by the city boundary to the point of commencement.

Spring Ward

Commencing at the junction of Hope Street with Elizabeth Street, being a point on the western boundary of the City; thence easterly by Hope Street to James Street; thence northerly by that street to Cramer Street; thence easterly by that street to the Melbourne–Epping Railway; thence northerly by that railway to a point in line with Leamington Street; thence westerly by a line and Leamington Street to Edgars Creek; thence south-westerly by that creek, the former course of that creek through Edwardes Lake and again Edgars Creek to to Edwardes Street; thence easterly by that street to Gilbert Road; thence southerly by that road to Carrington Road; thence westerly by that road to Jenkin Street at Corben Street; thence further westerly by Jenkin Street to Elizabeth Street being a point on the western boundary of the City, and thence southerly by the city boundary to the point of commencement.

Clifton Ward

Commencing at the junction of Hope Street with Elizabeth Street, being a point on the western boundary of the City; thence easterly by Hope Street to James Street; thence northerly by that street to Cramer Street; thence easterly by that street to the Melbourne–Epping Railway; thence southerly by that railway to Arthurton Road; thence westerly by that road to the western boundary of the City, and thence northerly by the city boundary to the point of commencement.

Rucker Ward

Commencing on the Merri Creek at Arthurton Road, being a point on the western boundary of the City; thence easterly by Arthurton Road and Separation Street to Victoria Road; thence southerly by that road to Mitchell Street; thence easterly by that street to Rathmines Street; thence southerly by that street, a line in continuation and again Rathmines Street to Heidelberg Road, being a point on the southern boundary of the City, and thence westerly and north-westerly by the city boundary to the point of commencement.

James Ward

Commencing on the Darebin Creek on Bell Street, being a point on the eastern boundary of the City; thence westerly by Bell Street to Victoria Street; thence southerly by that street and westerly by Dundas Street to Victoria Road; thence southerly by that road to Mitchell Street; thence easterly by that street to Rathmines Street; thence southerly by that street, a line in continuation and again Rathmines Street to Heidelberg Road, being a point on the southern boundary of the City, and thence north-easterly and northerly by the city boundary to the point of commencement.

Barunah Ward

Commencing at the junction of Victoria Street with Bell Street; thence southerly by Victoria Street and westerly by Dundas Street to Victoria Road; thence southerly by that road to Separation Street; thence westerly by that street and Arthurton Road to the Melbourne–Epping Railway; thence northerly by that railway to Bell Street, and thence easterly by that street to the point of commencement.

Cazaly Ward

Commencing on the Darebin Creek at Bell Street, being a point on the eastern boundary of the City; thence westerly by Bell Street to the Melbourne–Epping Railway; thence northerly by that railway to Regent Street; thence easterly by that street and northerly by High Street to Tyler Street; thence easterly by that street to Albert Street; thence northerly and north-westerly by that street and north-easterly by Plenty Road to the Darebin Creek, and thence generally southerly by that creek to the point of commencement.

Oakhill Ward

Commencing on the Darebin Creek at Plenty Road; thence generally northerly by the Darebin Creek to a point in line with Purinuan Road; thence westerly by a line and Purinuan Road and further westerly by a line in continuation to the Melbourne–Epping Railway; thence southerly by that railway to Regent Street; thence easterly by that street and northerly by High Street to Tyler Street; thence easterly by that street to Albert Street; thence northerly and north-westerly by that street to Plenty Road, and thence north-easterly by that road to the point of commencement.

Latrobe Ward

Commencing on the northern boundary of the City at the Melbourne–Epping Railway; thence southerly by the Melbourne–Epping Railway to a point in line with Purinuan Road; thence easterly by a line and Purinuan Road and further easterly by a line in continuation to the Darebin Creek; thence generally southerly by that creek to the northern boundary of Portion 4, Parish of Keelbundora, being a point on the eastern boundary of the City, and thence easterly, north-easterly and generally westerly by the city boundary to the point of commencement.

Local Government Act 1989**ALTERATION OF WARD BOUNDARIES OF BOROONDARA CITY COUNCIL****Order in Council**

The Governor in Council hereby directs that:

- a) Under Section 220S (1)(a) of the **Local Government Act 1989**, this Order comes into operation on the day it is published in the Government Gazette; and
- b) Under Section 220Q (k) and (m) of the **Local Government Act 1989**, on the day this Order comes into operation the boundaries of the wards and names of the wards of the Boroondara City Council shall be fixed as described in the Schedule to this Order.

Dated 2 October 2001

Responsible Minister
BOB CAMERON MP
Minister for Local Government

HELEN DOYE
Clerk of the Executive Council

SCHEDULE

**Boundaries of the Wards of
Boroondara City Council
Altered and Redefined**

Bellevue Ward

Commencing on the northern boundary of the City at Doncaster Road; thence south-westerly and westerly by Doncaster Road to High Street; thence south-westerly by that street to Boorool Road; thence southerly by that road and westerly by Harp Road to High Street; thence south-westerly by that street to Belford Road;

thence northerly by that road to Asquith Street; thence westerly by that street and Earl Street to Willsmere Road; thence north-easterly by that road and easterly by Kilby Road to Belford Road; thence northerly by that road and a line in continuation to the City boundary, and thence generally easterly by the City boundary to the point of commencement.

Maranoa Ward

Commencing on the eastern boundary of the City at the junction of Barloa Road with Whitehorse Road; thence westerly by Whitehorse Road to Percy Street; thence northerly by that street and easterly by Gordon Street to Sevenoaks Street; thence northerly by that street and Bernborough Avenue and easterly by Belmore Road to Buchanan Avenue; thence northerly by that avenue and easterly and north-easterly by Doncaster Road to the City boundary, and thence southerly by the City boundary to the point of commencement.

Maling Ward

Commencing on the eastern boundary of the City at Riversdale Road; thence westerly by Riversdale Road to Highfield Road; thence northerly by that road to Prospect Hill Road; thence westerly by that road to the Camberwell to Alamein Railway; thence northerly and westerly by that railway to the Melbourne to Ringwood Railway; thence easterly by that railway to a point in line with Beaumont Street; thence northerly by an arc through Boroondara Park to Canterbury Road at Avenue Athol; thence easterly by Canterbury Road to Wentworth Avenue; thence northerly by that avenue and westerly by Mont Albert Road to Oakdale Avenue; thence northerly by that avenue to Chatfield Avenue; thence easterly by that avenue to Maleela Avenue; thence northerly by that avenue and easterly by Whitehorse Road to the City boundary, and thence southerly by the City boundary to the point of commencement.

Lynden Ward

Commencing on the eastern boundary of the City at Bath Road; thence westerly by Bath Road and a line in continuation to the Camberwell to Alamein Railway; thence north-westerly by that railway to Toorak Road; thence westerly by that road to Glen Iris Road; thence northerly by that Road to Camberwell Road; thence

north-westerly by that road to Trafalgar Road; thence north-easterly and northerly by that road to Riversdale Road; thence easterly by that road to the Camberwell to Alamein Railway; thence northerly by that railway to Prospect Hill Road; thence easterly by that road to Highfield Road; thence southerly by that road to Riversdale Road; thence easterly by that road to the City boundary, and thence southerly by the City boundary to the point of commencement.

Solway Ward

Commencing on the eastern boundary of the City at Bath Road; thence westerly by Bath Road and a line in continuation to the Camberwell to Alamein Railway; thence north-westerly by that railway to Toorak Road; thence westerly by that road to Glen Iris Road; thence southerly by that road to Kerferd Road; thence westerly by that road and a line in continuation to the City boundary, and thence south-easterly, north-easterly and northerly by the City boundary to the point of commencement.

Gardiner Ward

Commencing on the south-western boundary of the City at Wallen Road; thence easterly by Wallen Road and Riversdale Road to Auburn Road; thence southerly by that road to Fairmount Road; thence easterly by that road and southerly by Tooronga Road to St. Helens Road; thence easterly by that road and southerly by Burke Road to Sunnyside Avenue; thence easterly by that avenue to Rowell Avenue; thence northerly by that avenue and further northerly by a line in continuation to Seymour Grove; thence easterly by that grove to Camberwell Road; thence south-easterly by that road to Glen Iris Road; thence southerly by that road to Kerferd Road; thence westerly by that road and a line in continuation to the City boundary, and thence north-westerly by the City boundary to the point of commencement.

Studley Ward

Commencing on the northern boundary of the City at a point in line with Belford Road; thence southerly by a line and Belford Road to Kilby Road; thence westerly by that road and south-westerly by Willsmere Road to Earl Street; thence easterly by that street and Asquith Street to Belford Road; thence southerly by that road to High Street; thence south-westerly by that street to Mary Street; thence southerly by

that street and easterly by Cotham Road to Glenferrie Road; thence southerly by that road to Wellington Street; thence westerly by that street and southerly by Denmark Street to Barkers Road; thence westerly by that road to Church Street; thence south-westerly by that street and Burwood Road to the City boundary, and thence generally north-westerly and north-easterly by the City boundary to the point of commencement.

Cotham Ward

Commencing at the junction of Belford Road with High Street; thence south-westerly by High Street to Mary Street; thence southerly by that street and easterly by Cotham Road to Glenferrie Road; thence southerly by that road to Wellington Street; thence easterly by that street and southerly by Davis Street to Sackville Street; thence easterly by that street to Wrixon Street; thence southerly by that street and easterly by Barkers Road to Burke Road; thence northerly by that road to Mont Albert Road; thence easterly by that road to Oakdale Avenue; thence northerly by that avenue to Chatfield Avenue; thence easterly by that avenue and northerly by Maleela Avenue to Whitehorse Road; thence easterly by that road to Percy Street; thence northerly by that street and easterly by Gordon Street to Sevenoaks Street; thence northerly by that street and Bernborough Avenue and easterly by Belmore Road to Buchanan Avenue; thence northerly by that avenue and westerly by Doncaster Road to High Street; thence south-westerly by that street to Boorool Road; thence southerly by that road and westerly by Harp Road to High Street, and thence south-westerly by that street to the point of commencement.

Junction Ward

Commencing at the junction of Auburn Road with Barkers Road; thence southerly by Auburn Road to Fairmount Road; thence easterly by that road and southerly by Tooronga Road to St. Helens Road; thence easterly by that road and southerly by Burke Road to Sunnyside Avenue; thence easterly by that avenue to Rowell Avenue; thence northerly by that avenue and further northerly by a line in continuation to Seymour Grove; thence easterly by that grove to Trafalgar Road; thence north-easterly and northerly by that road to Riversdale Road; thence easterly by that road to the Camberwell to Alamein Railway; thence northerly and

westerly by that railway to the Melbourne to Ringwood Railway; thence easterly by that railway to a point in line with Beaumont Street; thence northerly by an arc through Boroondara Park to Canterbury Road at Avenue Athol; thence easterly by Canterbury Road to Wentworth Avenue; thence northerly by that avenue and westerly by Mont Albert Road to Burke Road; thence southerly by that road to Barkers Road, and thence westerly by that road to the point of commencement.

Glenferrie Ward

Commencing on the south-western boundary of the City at Wallen Road; thence easterly by Wallen Road and Riversdale Road to Auburn Road; thence northerly by that road to Barkers Road; thence easterly by that road to Wrixon Street; thence northerly by that street to Sackville Street; thence westerly by that street and northerly by Davis Street to Wellington Street; thence westerly by that street and southerly by Denmark Street to Barkers Road; thence westerly by that road to Church Street; thence south-westerly by that street and Burwood Road to the City boundary, and thence generally south-easterly by the City boundary to the point of commencement.

Local Government Act 1989

ALTERATION OF WARD BOUNDARIES OF BALLARAT CITY COUNCIL

Order in Council

The Governor in Council hereby directs that:

- a) Under Section 220S (1)(a) of the **Local Government Act 1989**, this Order comes into operation on the day it is published in the Government Gazette; and
- b) Under Section 220Q (k) and (m) of the **Local Government Act 1989**, on the day this Order comes into operation the boundaries of the wards and names of the wards of the Ballarat City Council shall be fixed as described in the Schedule to this Order.

Dated 2 October 2001

Responsible Minister
BOB CAMERON MP
Minister for Local Government

HELEN DOYE
Clerk of the Executive Council

SCHEDULE

Boundaries of the Wards of Ballarat City Council Altered and Redefined

Learmonth Ward

Commencing on the south-western boundary of the City at Trunk Lead Road; thence northerly by Trunk Lead Road and easterly by the Ballarat-Carngham Road to Learmonth Street; thence northerly by that street to the Ballarat Cattle Yards Railway; thence north-westerly, northerly and north-easterly by that railway to the Ballarat and Ararat Railway; thence north-westerly by that railway to Ring Road; thence northerly and north-easterly by that road to the Ballarat-Maryborough Road; thence south-easterly by that road to Grevillea Road; thence north-easterly and easterly by that road to Gillies Street; thence northerly by that street to Giot Drive; thence north-easterly and easterly by that drive to Forest Street; thence northerly by Forest Street and easterly by Olliers Road to the Midland Highway; thence northerly by that highway to the City boundary, and thence northerly, westerly, southerly and south-easterly by the City boundary to the point of commencement.

Nerrina Ward

Commencing on the north-eastern boundary of the City at the south-western angle of allotment 7A, section Y, Parish of Ballarat; thence southerly by the Midland Highway to Olliers Road; thence westerly by that road to Forest Street; thence southerly by that street, a line in continuation and again Forest Street to Hancock Street; thence easterly by that street and southerly by Marie Crescent to Marilyn Street; thence easterly by that street and southerly by Grandview Grove to Grevillea Road; thence easterly by that road and southerly by Dowling Street to Norman Street; thence easterly by that street to the Midland Highway; thence southerly by that highway to Howitt Street; thence easterly by that street to the Ballarat and Maryborough Railway; thence southerly by that railway to a point in line with Gregory Street; thence easterly by a line, Gregory Street, Maddern Street, Duggan Street and further easterly by the northern boundary of the Township of Ballarat East to the Western Freeway; thence south-easterly by that freeway to Old Melbourne Road; thence westerly by that

road to the western boundary of the Parish of Warrenheip; thence southerly by that boundary to the Geelong and Ballarat Railway; thence south-easterly by that railway to the City boundary, and thence north-easterly, northerly and westerly by the City boundary to the point of commencement.

Sebastopol Ward

Commencing on the Yarrowee River at the north-eastern angle of the Township of Cambrian Hill being a point on the south-western boundary of the City; thence generally northerly by the Yarrowee River to the Redan Drain; thence north-westerly by that drain to Campbells Crescent; thence south-westerly by that crescent and westerly by Rubicon Street to Sutton Street; thence southerly by that street and south-westerly by the Glenelg Highway to Wiltshire Lane; thence northerly by that lane and westerly by the Ballarat-Carngam Road to Trunk Lead Road; thence southerly by that road to the City boundary, and thence south-easterly by the City boundary to the point of commencement.

Alfredton Ward

Commencing at the intersection of Wiltshire Lane and the Glenelg Highway; thence northerly by Wiltshire Lane and Learmonth Street to the Ballarat Cattle Yards Railway; thence north-westerly, northerly and north-easterly by that railway to the Ballarat and Ararat Railway; thence north-westerly by that railway to Ring Road; thence northerly and north-easterly by that road to the Ballarat-Maryborough Road; thence south-easterly by that road to Gillies Street; thence southerly by that street to Gregory Street; thence easterly by that street to Burnbank Street; thence south-easterly by that street to Haddon Street; thence southerly by that street and generally southerly and south-westerly by Wendouree Parade to Pleasant Street; thence southerly by that street and westerly by Rubicon Street to Sutton Street, and thence southerly by that street and south-westerly by the Glenelg Highway to the point of commencement.

Central Ward

Commencing at the intersection of Latrobe Street and Pleasant Street; thence easterly by Latrobe Street to Windermere Street; thence northerly by that street to Sebastopol Street; thence easterly by that street to Skipton Street; thence north-easterly by that street to Lyons Street; thence northerly by that street to Urquhart Street; thence easterly by that street

and northerly by Doveton Street to Eyre Street; thence easterly by that street and easterly and south-easterly by Grant Street to Anderson Street West; thence north-easterly by that street to Grenville Street; thence northerly by that street to the Yarrowee River; thence northerly by that river to Nolan Street; thence north-westerly by that street to Neill Street; thence northerly by that street and westerly by Gregory Street and a line in continuation to the Ballarat and Maryborough Railway; thence north-westerly by that railway to Howitt Street; thence westerly by that street and southerly by the Midland Highway to Gregory Street; thence westerly by that street, a line in continuation and again Gregory Street to Burnbank Street; thence south-easterly by that street to Haddon Street; thence southerly by that street and generally southerly and south-westerly by Wendouree Parade to Pleasant Street, and thence southerly by that street to the point of commencement.

Buninyong Ward

Commencing on the eastern boundary of the City at Bennett Street; thence westerly by Bennett Street and Clayton Street to Butt Street; thence southerly by that street, westerly by Elsworth Street East and northerly by Joseph Street to Elsworth Street East; thence westerly by that street and Elsworth Street West to Brittain Street; thence southerly by that street to the most eastern angle of allotment 15, section 15, Parish of Ballarat; thence south-westerly and westerly by the south-eastern and southern boundaries of that allotment to the south-eastern boundary of allotment 23; thence westerly and south-westerly by the southern boundary of that allotment and further south-westerly by a line and the south-eastern boundary of allotment 14 to Humffray Street South; thence southerly by that street, southerly and westerly by Green Drive and further westerly by a line in continuation to the Yarrowee River; thence southerly by that river to the City boundary at the north-eastern angle of the Township of Cambrian Hill, and thence southerly, easterly and generally northerly by the City boundary to the point of commencement.

Caledonian Ward

Commencing at the junction of Neill Street with Gregory Street; thence easterly by Gregory Street, Maddern Street, Duggan Street and further easterly by the northern boundary of the Township of Ballarat East to the Western

Freeway; thence south-easterly by that freeway to Old Melbourne Road; thence westerly by that road to the western boundary of the Parish of Warrenheip; thence southerly by that boundary to Eureka Street; thence north-westerly by that street to Fussell Street; thence southerly by that street to York Street; thence westerly by that street to the drain west of the Ballarat–Buninyong Road (Main Road); thence north-westerly by that drain and a line in continuation to Anderson Street West; thence north-easterly by that street to Grenville Street; thence northerly by that street to the Yarrowee River; thence northerly by that river to Nolan Street; thence north-westerly by that street to Neill Street, and thence northerly by that street to the point of commencement.

Canadian Ward

Commencing on the eastern boundary of the City at Bennett Street; thence westerly by Bennett Street and Clayton Street to Butt Street; thence southerly by that street, westerly by Elsworth Street East and northerly by Joseph Street to Elsworth Street East; thence westerly by that street and Elsworth Street West to Brittain Street; thence southerly by that street to the most eastern angle of allotment 15, section 15, Parish of Ballarat; thence south-westerly and westerly by the south-eastern and southern boundaries of that allotment to the south-eastern boundary of allotment 23; thence westerly and south-westerly by the southern boundary of that allotment and further south-westerly by a line and the south-eastern boundary of allotment 14 to Humffray Street South; thence southerly by that street, southerly and westerly by Green Drive and further westerly by a line in continuation to the Yarrowee River; thence north-westerly by that river to the Redan Drain; thence north-westerly by that drain to Campbells Crescent; thence southerly by that crescent and westerly by Rubicon Street to Pleasant Street; thence northerly by that street to Latrobe Street; thence easterly by that street to Windermere Street; thence northerly by that street to Sebastopol Street; thence easterly by that street to Skipton Street; thence north-easterly by Skipton Street to Lyons Street; thence northerly by that street to Urquhart Street; thence easterly by that street and northerly by Doveton Street to Eyre Street; thence easterly by that street and easterly and south-easterly by Grant Street to Anderson Street West; thence north-easterly by that street to a point in line

with the drain at Steinfeld Street; thence easterly and south-easterly by that drain to a point on York Street west of the Ballarat–Buninyong Road (Main Road); thence north-easterly and easterly by York Street to Fussell Street; thence northerly by that street to Eureka Street; thence south-easterly by that street to the western boundary of the Parish of Warrenheip; thence northerly by that boundary to the Geelong and Ballarat Railway; thence south-easterly by that railway to the City boundary, and thence south-westerly by the City boundary to the point of commencement.

Wendouree Ward

Commencing at the junction of Hancock Street with Forest Street; thence easterly by Hancock Street and southerly by Marie Crescent to Marilyn Street; thence easterly by that street and southerly by Grandview Grove to Grevillea Road; thence easterly by that road and southerly by Dowling Street to Norman Street; thence easterly by that street to the Midland Highway; thence southerly by that highway to Gregory Street; thence westerly by that street, a line in continuation and again Gregory Street to Gillies Street; thence northerly by that street to the Ballarat–Maryborough Road; thence north-westerly by that road to Grevillea Road; thence north-easterly and easterly by that road to Gillies Street; thence northerly by that street to Giot Drive; thence north-easterly and easterly by that drive to Forest Street, and thence southerly by that street to the point of commencement.

Local Government Act 1989

ALTERATION OF WARD BOUNDARIES OF MOYNE SHIRE COUNCIL

Order in Council

The Governor in Council hereby directs that:

- a) Under Section 220S (1)(a) of the **Local Government Act 1989**, this Order comes into operation on the day it is published in the Government Gazette; and
- b) Under Section 220Q (k), (l) and (m) of the **Local Government Act 1989**, on the day this Order comes into operation the boundaries of the wards and names of the wards of the Moyne Shire Council shall be fixed as described in the Schedule to this Order.

- c) Under Section 220Q (n) of the **Local Government Act 1989**, on the day this Order comes into operation the number of councillors assigned to each of the wards fixed as described in the Schedule to this Order shall be two.

Dated 2 October 2001

Responsible Minister
BOB CAMERON MP
Minister for Local Government

HELEN DOYE
Clerk of the Executive Council

SCHEDULE

Boundaries of the Wards of Moyné Shire Council Altered and Redefined

Eumeralla – Hawkesdale Riding

Commencing on the sea coast at the western boundary of the Parish of Belfast, being a point on the southern boundary of the Shire; thence northerly by the western boundary of the Parish of Belfast to the southern boundary of allotment 18, Parish of Belfast; thence easterly by that boundary and the southern boundary of allotment 17 to the Hamilton–Port Fairy Road; thence northerly by that road to Faulkner’s Road; thence northerly by that road and Faulkner’s North Road to Tarrone Lane; thence north easterly and easterly by that lane to Martin’s Road; thence southerly by that road to Laidlaw’s Road; thence easterly by that road and Warrong Siding Road to Warrong–Woolsthorpe Road; thence easterly by that road to Depot Road; thence southerly by that road to Kell’s Road; thence easterly by that road to Koroit–Woolsthorpe Road; thence north easterly by that road to Jones Road; thence easterly by that road and Thwaites Road and Gapes Road to Sims Road; thence northerly by that road to the Warrnambool–Caramut Road; thence south easterly by that road to Tobins Road, thence northerly by that road to Cathcarts Ford Road; thence easterly by that road and Cooramook Road to Grassmere–Hexham Road; thence northerly by that road and the Woolsthorpe–Hexham Road to Bostocks Road; thence north westerly and westerly by that road to the Warrnambool–Caramut Road; thence northerly by that road to the Woolsthorpe–Purdeet Road; thence north westerly by that road to the Shire boundary;

thence westerly and southerly by the Shire boundary to the sea coast; and thence easterly by the sea coast to the point of commencement.

Koroit Riding

Commencing on the sea coast at a point in line with the eastern boundary of allotment 12C, Parish of Koroit, being a point on the southern boundary of the Shire; thence northerly by a line and the eastern boundary of allotment 12C to the north-eastern angle of that allotment; thence westerly by the southern boundary of allotment 12, Parish of Koroit to the Belfast Lough; thence westerly by the northern boundary of that lough to the Moyne River; thence generally north-westerly by that river to Toolong North Road; thence south-westerly by that road to Toolong West Road; thence north-westerly by that road to Finns Road; thence westerly by that road to the Hamilton–Port Fairy Road; thence northerly by that road to Faulkner’s Road; thence northerly by that road and Faulkner’s North Road to Tarrone Lane; thence north-easterly and easterly by that lane to Martin’s Road; thence southerly by that road to Laidlaw’s Road; thence easterly by that road and Warrong Siding Road to the Warrong–Woolsthorpe Road; thence easterly by that road to Depot Road; thence southerly by that road to Kell’s Road; thence easterly by that road to the Koroit–Woolsthorpe Road; thence north-easterly by that road to Jones Road; thence easterly by that road and Thwaites Road and Gapes Road to Sims Road; thence northerly by that road to the Warrnambool–Caramut Road; thence south-easterly by that road to Tobins Road; thence northerly by that road to Cathcarts Ford Road; thence easterly by that road to Grassmere Road; thence southerly by that road to the Hopkins Highway; thence south-westerly by that highway to the boundary of the City of Warrnambool; thence generally westerly and southerly by that boundary to the sea coast; and thence westerly by the sea coast to the point of commencement.

Port Fairy Riding

Commencing on the sea coast at the western boundary of the Parish of Belfast, being a point on the southern boundary of the Shire; thence northerly by the western boundary of the Parish of Belfast to the southern boundary of allotment 18, Parish of Belfast; thence easterly by that boundary and the southern boundary of

allotment 17 to the Hamilton–Port Fairy Road; thence northerly by that road to Finns Road; thence generally easterly by that road to Toolong West Road; thence south easterly by that road to Toolong North Road; thence north easterly by that road to the Moyne River; thence south easterly by that river to Belfast Lough; thence easterly by the northern boundary of that lough to the southern boundary of allotment 12, Parish of Koroit; thence easterly by that boundary to the north-eastern angle of allotment 12C, Parish of Koroit; thence southerly by the eastern boundary of allotment 12C and a line in continuation to the sea coast; thence south-westerly and westerly by the sea coast to the point of commencement.

Hopkins–Childers Riding

Commencing at the junction of the Garvoc–Laang Road with the Princes Highway, being a point on the eastern boundary of the Shire; thence south-westerly by the Princes Highway to the Ellerslie–Panmure Road; thence generally northerly by that road to the southern boundary of Liberton Bank pre-emptive right, Parish of Framlingham East; thence westerly by that boundary to the Hopkins River thence generally westerly by that river to the southern boundary of the Parish of Ballangeich; thence westerly by that boundary and Tomlinsons Lane to the Hopkins Highway; thence northerly by that highway to the Terang–Woolsthorpe Road; thence westerly by that road to the Grassmere–Hexham Road; thence southerly by that road to Cooramook Road; thence westerly by that road to Grassmere Road; thence southerly by that road to the Hopkins Highway; thence south-westerly by that highway to the boundary of the City of Warrnambool; thence generally southerly and south-easterly by that boundary to the sea coast; thence south-easterly by the sea coast and northerly by the Shire boundary to the point of commencement.

Mortlake Riding

Commencing at the junction of the Garvoc–Laang Road with the Princes Highway, being a point on the eastern boundary of the Shire; thence south-westerly by the Princes Highway to the Ellerslie–Panmure Road; thence generally northerly by that road to the southern boundary of Liberton Bank pre-emptive right, Parish of Framlingham East; thence westerly by that boundary to the Hopkins River; thence

generally westerly by that river to the southern boundary of the Parish of Ballangeich; thence westerly by that boundary and Tomlinsons Lane to the Hopkins Highway; thence northerly by that highway to the Terang–Woolsthorpe Road; thence westerly by that road to the Grassmere–Hexham Road; thence northerly by that road and the Woolsthorpe–Hexham Road to Bostocks Road; thence north-westerly and westerly by that road to the Warrnambool–Caramut Road; thence northerly by that road to the Woolsthorpe–Purdeet Road; thence north westerly by that road to the Shire boundary; and thence north-easterly, easterly and south-westerly by the Shire boundary to the point of commencement.

Local Government Act 1989

ALTERATION OF WARD BOUNDARIES OF GREATER BENDIGO CITY COUNCIL

Order in Council

The Governor in Council hereby directs that:

- a) Under Section 220S (1)(a) of the **Local Government Act 1989**, this Order comes into operation on the day it is published in the Government Gazette; and
- b) Under Section 220Q (k) and (m) of the **Local Government Act 1989**, on the day this Order comes into operation the boundaries of the wards and names of the wards of the Greater Bendigo City Council shall be fixed as described in the Schedule to this Order.

Dated 2 October 2001

Responsible Minister
BOB CAMERON MP
Minister for Local Government

HELEN DOYE
Clerk of the Executive Council

SCHEDULE

Boundaries of the Wards of Greater Bendigo City Council Altered and Redefined

Whipstick Ward

Commencing on the Campaspe River at the northern boundary of the Parish of Axedale, being a point on the eastern boundary of the City; thence westerly and southerly by the northern and western boundaries of the Parish

of Axedale to the northern boundary of allotment 1, section 1 Parish of Wellsford; thence north-westerly by that boundary and the northern boundaries of allotments 2 and 3 to the northern boundary of allotment 4, section 1; thence westerly and southerly by the northern and western boundaries of that allotment to the northern boundary of allotment 36, no section; thence north-westerly by that boundary and the northern boundary of allotment 35 to the northern boundary of allotment 35A; thence westerly and southerly by that boundary and the western boundary of allotment 35A; to the road forming the southern boundary of allotment 35A; thence westerly by that road to the road forming the western boundary of allotment 4A section 1; thence north-westerly by that road to the southern boundary of allotment 60A no section; thence south-westerly by that boundary; southerly and westerly by the eastern and southern boundaries of allotments 60C and 60 to Norman Road; thence northerly by that road and westerly by Epsom–Wellsford Road to the western boundary of the parish; thence southerly by that boundary to the road forming the southern boundary of allotment 92F, Parish of Sandhurst; thence westerly, south-westerly and again westerly by that road to Racecourse Road; thence southerly by that road to Heinz Street; thence westerly by that street to the south-western angle of allotment 1A section 20A; thence north-westerly and north-easterly by the western boundary of that allotment and the western boundary of the site reserved for a Racecourse to a point in line with Stamford Street; thence north-westerly by a line and that street to Derrimut Road; thence southerly by that road to the south-western boundary of the Township of Epsom; thence north-westerly by that township boundary and Buckland Street to Watson Street; thence south-westerly by that street to Edwards Road; thence north-westerly by that road to Jobs Gully Road; thence northerly by that road and north-easterly by the Eaglehawk–Epsom Road to the Eaglehawk–Neilborough Road; thence northerly by that road to the southern boundary of allotment 13, section 26 Parish of Huntly; thence westerly by that boundary and northerly by the western boundary of that allotment to the road forming the northern boundary of allotment 13; thence generally south-westerly by that road to the eastern boundary of allotment 4 section B

thence southerly by that boundary and westerly by the southern boundary of allotment 4 to the western boundary of the parish; thence southerly by that boundary to the southern boundary of allotment 28, section 6, Parish of Nerring; thence westerly by that boundary and further westerly and northerly by the southern and western boundaries of allotment 27 to the southern boundary of allotment 23; thence westerly by that boundary and the southern boundary of allotment 24 and south-easterly and south-westerly by the north-eastern and south-eastern boundaries of allotment 26 to the road forming the western boundary of the latter allotment; thence generally southerly by that road to the Bendigo–Pyramid Road at the south-eastern angle of allotment 24C; thence south-easterly by that road and Darcey Street to Sailors Gully Road; thence westerly by that road to Brewery Road; thence southerly by that road and south-easterly by Lethebys Road and a line in continuation to the Sandhurst and Inglewood Railway; thence westerly and south-westerly by that railway to the south-western boundary of the former Municipal District of the Borough of Eaglehawk; thence south-easterly by that boundary and generally south-easterly by the south-western boundary of allotment 480C section M Parish of Sandhurst to the angle on the north-western boundary of allotment 592J; thence generally south-westerly, southerly and north-easterly by the boundary of that allotment to the southern boundary of allotment 497A; thence south-easterly by that boundary to a point in line with Butler Street; thence southerly by a line and that street to Taylor Street; thence easterly by that street to the eastern boundary allotment 601C section M Parish of Sandhurst; thence southerly by that boundary to the north-western boundary of allotment 604M being a former site for Public Purposes and Recreation; thence generally westerly, southerly and easterly by the boundary of that allotment to Daniel Street; thence southerly by that street and south-easterly by Albert Street to Sparrowhawk Road; thence south-westerly by that road to Stray Street; thence south easterly by that street, south-westerly by Empire Road and southerly by Saunders Street to Inglis Street; thence south westerly by that street to the Calder Highway, near Specimen Hill Road; thence westerly by the Calder Highway to Specimen Hill Channel; thence south-westerly by that channel to the

western boundary of allotment 18N section L Parish of Sandhurst; thence southerly by that boundary to the Specimen Hill Channel; thence south-westerly by that channel to a point in line with the northern boundary of allotment 42N1, section L; thence south-westerly by a line and the northern boundary of that allotment to the Specimen Hill Channel; thence by that channel to Collins Street; thence easterly and south-easterly by that street to the western boundary of allotment 34H section 18, Parish of Sandhurst; thence southerly by that boundary and westerly and southerly by the northern and western boundaries of allotment 34F to the road forming the southern boundary of that allotment; thence south-westerly by that road to Manallacks Road; thence south-easterly by that road and south-westerly by the Bendigo–Maryborough Road to the western boundary of the Parish of Mandurang; thence southerly by that boundary to the most western angle of allotment 5, section A; thence south-easterly by the south-western boundary of that allotment and further south-easterly by a line in continuation to Crusoe Road; thence south-westerly by that road to the Calder Alternative Highway; thence northerly by that highway to the Bendigo–Maryborough Road; thence generally westerly by that road to Newbridge Road; thence north-westerly by that road to the western boundary of the City, and thence generally north-easterly, easterly and south-westerly by the city boundary to the point of commencement.

Eppalock Ward

Commencing on the Campaspe River at the northern boundary of the Parish of Axedale, being a point on the eastern boundary of the City; thence westerly and southerly by the northern and western boundaries of the Parish of Axedale to the northern boundary of allotment 1, section 1 Parish of Wellsford; thence north-westerly by that boundary and the northern boundaries of allotments 2 and 3 to the northern boundary of allotment 4, section 1; thence westerly and southerly by the northern and western boundaries of that allotment to the northern boundary of allotment 36, no section; thence north-westerly by that boundary and the northern boundary of allotment 35, to the northern boundary of allotment 35A; thence westerly and southerly by that boundary and the

western boundary of allotment 35A, to the road forming the southern boundary of allotment 35A; thence westerly by that road to the road forming the western boundary of allotment 4A section 1; thence north-westerly by that road to the southern boundary of allotment 60A no section; thence south-westerly by that boundary, southerly and westerly by the eastern and southern boundaries of allotments 60C and 60 to Norman Road; thence northerly by that road and westerly by Epsom–Wellsford road to the western boundary of the parish; thence southerly by that boundary to the road forming the southern boundary of allotment 92F, Parish of Sandhurst; thence westerly, south-westerly and again westerly by that road to the Huntly Goornong Channel; thence south-easterly by that channel and south-westerly by Ascot Channel to Victa Road; thence westerly by that road to McDowalls Road; thence south-westerly by that road to the former Bendigo–Wallan Railway; thence south-easterly by that former railway to a point in line with Pratts Park Road; thence southerly by a line and that road and easterly by the McIvor Highway to Wilke Road; thence southerly by that road to Trotting Terrace; thence westerly by that Terrace to Junortoun Road; thence southerly by that road to Watson Drive thence westerly by that drive and north-westerly by the Bendigo–Redesdale Road to Osborne Lane; thence southerly by that lane to Tannery Lane thence westerly by that Lane to Mandurang Road; thence northerly by that road to Axe Creek Race; thence south-westerly by Axe Creek Race to the eastern boundary of allotment 5C section H parish of Mandurang being the site reserved for Water Purposes; thence south-westerly by that boundary to the road forming the eastern boundary of allotment 3C of section H; thence southerly by that road to Diamond Hill Road; thence north-westerly along that road and Kangaroo Gully Road to Read Lane; thence south-westerly by a line to the Melbourne–Echuca Railway to a point in line with Gee Road; thence westerly by a line and Gee Road to Phyllis Street; thence north-westerly and westerly by that street and northerly by the Calder Highway to Furness Street; thence westerly by that street and westerly and south-westerly by Crusoe Road to the Calder Alternative Highway; thence northerly

by that highway to the Bendigo–Maryborough road; thence generally westerly by that road to Newbridge Road; thence north-westerly by that road to the western boundary of the City, and thence southerly, easterly, north-easterly, north-westerly and westerly by the city boundary to the point of commencement.

Grassy Flat Ward

Commencing at the intersection of Murphy Street with the McIvor Road; thence easterly by the McIvor Road to Wilke Road; thence southerly by that road to Trotting Terrace; thence westerly by that terrace to Junortoun Road; thence southerly by that road to Watson Drive; thence westerly by that drive and north-westerly by the Bendigo–Redesdale road to Osborne Lane; thence southerly by that lane to Tannery Lane thence westerly by that Lane to Mandurang Road; thence northerly by that road, Retreat Road and Somerville Road to Ellis Street; thence easterly by that street to Neale Street; thence northerly by that street to Condon Street; thence south-easterly by that street to the western boundary of allotment 203A section H Parish of Sandhurst; thence north-easterly by that boundary to the eastern boundary of allotment 201B; thence north-easterly by that boundary and a line in continuation to Ligar Street; thence easterly by that street to the eastern boundary of allotment 34 section H; thence northerly by that boundary and a line in continuation to the southern boundary of allotment 373A section H Parish of Sandhurst, being the site reserved for Cricket and Public recreation; thence easterly by that boundary and northerly by the eastern boundary of that allotment and allotment 534 section H to the intersection of Skene Street and Murphy Street; thence northerly by Murphy Street to the point of commencement.

Sandhurst Ward

Commencing at the intersection of Murphy Street with the McIvor Road; thence easterly by the McIvor Road to Pratts Park Road; thence northerly by that road and a line in continuation to the former Bendigo–Wallan Railway; thence north-westerly by that railway to McDowalls Road; thence north-easterly by that road to Victa Road; thence easterly by that road to Ascot Channel; thence north-easterly by that channel

to the Huntly Goornong Channel; thence north-westerly by that channel to the road forming the southern boundary of allotment 326F, Parish of Sandhurst; thence westerly by that road to Racecourse road; thence southerly by that Road to Heinz Street; thence westerly by that street to the south-western angle of allotment 1A section 20A; thence north-westerly and north-easterly by the western boundary of that allotment and the western boundary of the site reserved for a Racecourse to a point in line with Stamford Street; thence north-westerly by a line and that street to Derrimut Road; thence southerly by that road to the south-western boundary of the Township of Epsom; thence north-westerly by that township boundary and Buckland Street to Watsons Street; thence south-westerly by that street and a line in continuation to Prouses Road; thence southerly and south-westerly by that road and south-westerly by Fenton Street to Anderson Street; thence southerly by that street to Cornish Street; thence south-westerly by that street, southerly by Moran Street and south-easterly by Milroy Street to Harrison Street; thence south-westerly by that street to Bennett Street; thence south-easterly by that street and Wattle Street to Queen Street; thence south-westerly by that street to Myrtle Street; thence south-easterly by that street to the Melbourne–Echuca Railway; thence north-easterly by that railway to the McIvor Road, and thence easterly by that road to the point of commencement.

Fortuna Ward

Commencing at the intersection of Murphy Street with the McIvor Road; thence southerly by Murphy Street to the eastern angle of allotment 534 section H Parish of Sandhurst, thence southerly by the eastern boundary of that allotment and southerly and westerly by the eastern and southern boundaries of allotment 373A section H Parish of Sandhurst being the site reserved for Cricket and Public Recreation to the eastern boundary of allotment 328; thence southerly by the eastern boundary of that allotment and a line in continuation to Ligar Street; thence westerly by that street to the eastern boundary of allotment 196C; thence southerly by that boundary and a line in continuation to the western boundary of allotment 203A; thence southerly by that allotment to Condon Street thence north-westerly

by that street to Neale Street; thence southerly by that street to Ellis Street; thence westerly by that street and southerly by Somerville Street and Retreat Road to Carolin Street; thence westerly by that street and southerly by Carpenter Street to Paterson Street; thence south-westerly by that street and north-westerly by Belle Vue Road to Hattam Street; thence westerly by that street and north-westerly by Oak Street to MacKenzie Street West; thence north-easterly by that street to Specimen Hill Road; thence northerly by that road to the Calder Highway at the western boundary of the former Municipal District of the City of Bendigo; thence north-easterly by that boundary to Inglis Street; thence north-easterly by that street to Saunders street; thence north-westerly by that street to Empire Road; thence north easterly and easterly by that road and northerly by Stray Street to Derwent Drive; thence easterly by that drive to Wells Street; thence north-easterly by that street and northerly by the Eaglehawk Road to Creeth Street; thence easterly by that street to Bennett Street; thence south-easterly by that street and south-easterly by Wattle Street to Queen Street; thence south-westerly by that street to Myrtle Street; thence south-easterly by that street to the Melbourne–Echuca Railway; thence north-easterly by that railway to the McIvor Road, and thence easterly by that road to the point of commencement.

Diamond Hill Ward

Commencing at the junction of Carolin Street with Retreat Road; thence westerly by Carolin Street and southerly by Carpenter Street to Paterson Street; thence south-westerly by that street and north-westerly by Belle Vue Road to Hattam Street; thence westerly by that street and north-westerly by Oak Street to MacKenzie Street West; thence north-easterly by that street to Specimen Hill Road; thence northerly by that road to the Calder Highway at the western boundary of the former Municipal District of the City of Bendigo; thence westerly by the Calder Highway to Specimen Hill Channel; thence south-westerly by that channel to the western boundary of allotment 18N section L Parish of Sandhurst; thence southerly by that boundary to the Specimen Hill Channel; thence south-westerly by that channel to a point in line with the northern boundary of allotment

42N1, saection L, Parish of Sandhurst; thence south-westerly by a line and the northern boundary of that allotment to the Specimen Hill Channel; thence by that channel to Collins Street, thence easterly and south-easterly by that street to the western boundary of allotment 34H section 18; thence southerly by that boundary and westerly and southerly by the northern and western boundaries of allotment 34F to the road forming the southern boundary of that allotment; thence south-westerly by that road to Manallacks Road; thence south-easterly by that road and south-westerly by the Bendigo–Maryborough Road to the western boundary of the Parish of Mandurang; thence southerly by that boundary to the most western angle of allotment 5, section A; thence south-easterly by the south-western boundary of that allotment and further south-easterly by a line in continuation to Crusoe Road; thence easterly by that road to Furness Street; thence easterly by that street and southerly by the Calder Highway to Phyllis Street; thence easterly and south-easterly by that street to Gee street; thence easterly by a line to the Melbourne–Echuca Railway; thence north-easterly by a line to the junction of Read Lane and Kangaroo Gully Road; thence south-easterly along that road and Diamond Hill Road to the road forming the eastern boundary of allotment 3C of section H; thence north-westerly by that road to the eastern boundary of allotment 5C; thence north-easterly by that boundary to Axe Creek Race; thence north-easterly by that race to Mandurang Road and thence northerly by that road and Retreat Road to the point of commencement.

Eaglehawk Ward

Commencing on Bennett Street at Harrison Street; thence north-easterly by Harrison Street and north-westerly by Milroy Street to Moran Street; thence northerly by that street to Cornish Street; thence north-easterly by that street and northerly by Anderson Street to Fenton Street; thence north-easterly by that street and north-easterly and northerly by Prouses Road to the north-western boundary of the former Municipal District of the City of Bendigo; thence north-easterly by that boundary to Edwards Road; thence north-westerly by that road to Jobs Gully Road; thence northerly by that road and north-easterly by

the Eaglehawk–Epsom Road to the Eaglehawk–Neilborough Road; thence northerly by that road to the southern boundary of allotment 13, section 26 Parish of Huntly; thence westerly by that boundary and northerly by the western boundary of that allotment to the road forming the northern boundary of allotment 13; thence generally south-westerly and westerly by that road to the eastern boundary of allotment 4 section B thence southerly by that boundary and westerly by the southern boundary allotment 4 to the western boundary of the parish; thence southerly by that boundary to the southern boundary of allotment 28, section 6, Parish of Nerring; thence westerly by that boundary and further westerly and northerly by the southern and western boundaries of allotment 27 to the southern boundary of allotment 23; thence westerly by that boundary and the southern boundary of allotment 24 and south-easterly and south-westerly by the north-eastern and south-eastern boundaries of allotment 26 to the road forming the western boundary of the latter allotment; thence generally southerly by that road to the Bendigo–Pyramid Road at the south-eastern angle of allotment 24C; thence south-easterly by that road and Darcey Street to Sailors Gully Road; thence westerly by that road to Brewery Road; thence southerly by that road and south-easterly by Lethebys Road and a line in continuation to the Sandhurst and Inglewood Railway; thence westerly and south-westerly by that railway to the south-western boundary of the former Municipal District of the Borough of Eaglehawk; thence south-easterly by that boundary and generally south-easterly by the south-western boundary of allotment 480C section M Parish of Sandhurst to the angle on the north-western boundary of allotment 592J; thence generally south-westerly, southerly and north-easterly by the boundary of that allotment to the southern boundary of allotment 497A; thence south easterly by that boundary to a point in line with Butler Street; thence southerly by a line and that street to Taylor Street; thence easterly by that street to the eastern boundary of allotment 601C section M Parish of Sandhurst; thence southerly by that boundary to the north-western boundary of allotment 604M being a former site for Public Purposes and Recreation; thence generally westerly, southerly and easterly by the boundary of that allotment to Daniel

Street; thence southerly by that street and south-easterly by Albert Street to Sparrowhawk Road; thence south-westerly by that road to Stray Street; thence south easterly by that street to Derwent Drive; thence easterly by that drive to Wells Street; thence north-easterly by that street and northerly by the Eaglehawk Road to Creeth Street; thence easterly by that street to Bennett Street, and thence south-easterly by that street to the point of commencement.

Local Government Act 1989

LOCAL COUNCIL ELECTIONS 2002 – SPECIFYING THE DATES

Order in Council

The Governor in Council under Sections 3, 21, 21A and 22 of the **Local Government Act 1989** ORDERS THAT:

the dates for the Victorian local council elections to be held on 16 March 2002 shall be –

- | | |
|------------------|--|
| 17 December 2001 | Entitlement date for the purposes of Division 1 of Part 3 of the Local Government Act 1989 ; |
| 14 January 2002 | The date by which the Electoral Commissioner must supply to the Chief Executive Officer a voters' list for the purposes of section 21(2) of the Local Government Act 1989 ; |
| 28 January 2002 | The date by which the Chief Executive Officer must make out a voters' list for the purposes of section 22(2) of the Local Government Act 1989 . |

Dated 2 October 2001

Responsible Minister:
BOB CAMERON MP
Minister for Local Government

HELEN DOYE
Clerk of the Executive Council

**SUBORDINATE LEGISLATION ACT 1994
NOTICE OF MAKING OF STATUTORY
RULES**

Notice is hereby given under Section 17 (2) of the **Subordinate Legislation Act 1994** of the making of the following Statutory Rules:

96. *Statutory Rule:* Subordinate Legislation (Water (Lake Eildon Recreational Area) (Houseboats) Regulations 1991 - Extension of Operation) Regulations 2001
- Authorising Act:* Subordinate Legislation Act 1994
- Date of making:* 2 October 2001

**SUBORDINATE LEGISLATION ACT 1994
NOTICE THAT STATUTORY RULES ARE
OBTAINABLE**

Notice is hereby given under Section 17 (3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from Information Victoria, 356 Collins Street, Melbourne on the date specified:

93. *Statutory Rule:* Electricity Safety (Equipment Efficiency) (Amendment) Regulations 2001
- Authorising Act:* Electricity Safety Act 1998
- Date first obtainable:* 2 October 2001
- Code B*
94. *Statutory Rule:* Road Safety (Drivers) (Fees) Regulations 2001
- Authorising Act:* Road Safety Act 1986
- Date first obtainable:* 2 October 2001
- Code A*
95. *Statutory Rule:* Road Safety (Vehicles) (Fees) Regulations 2001
- Authorising Act:* Road Safety Act 1986
- Date first obtainable:* 2 October 2001
- Code A*

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