



Victoria Government Gazette

No. G 52 Thursday 27 December 2001

GENERAL

GENERAL AND PERIODICAL GAZETTE

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The Craftsman Press Pty. Ltd.
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9.30 a.m. Tuesday – (Government and Outer Budget Sector Agencies Notices)

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- Late withdrawal of advertisements (after client approval, before printing) will incur 50 per cent of the full advertising rate to cover typesetting, layout and proofreading costs.
- 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.
- Accounts over 90 days will be issued with a letter of demand.
- 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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Facsimile: (03) 9926 1292
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Advertising Rates and Payment

Private Notices

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Government and Outer Budget Sector Agencies Notices

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**PUBLICATION OF THE VICTORIA
GOVERNMENT GAZETTE (GENERAL)
IN JANUARY 2002**

PLEASE NOTE:

The first issue of the Victoria Government Gazette (General) for 2002 will be published on Thursday 3 January 2002. Copy deadlines for both Private Advertisements and Government and Outer Budget Sector Agencies are 9:30 am on Monday 31 December 2001 and all copy must reach the Government Gazette Office by then.

Thereafter the General Gazette will be published each Thursday and normal copy deadlines will apply.

Where urgent gazettal is required after hours, arrangements should be made with the Gazette Officer on 0419 327 321.

Government Gazette Officer

PRIVATE ADVERTISEMENTS

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership heretofore subsisting between Stephen Johns and Maria Johns carrying on business of window tinting at 54 Shannon Avenue, Geelong West, in the State of Victoria, under the style or firm of Solace Geelong, was dissolved on 3 December 2001. The business will be conducted by Stephen Johns from the same address.

DISSOLUTION OF PARTNERSHIP

Take notice that the partnership heretofore subsisting between Walter Dean Ohrwalder and Allan Argento carrying on business as motor vehicle repairers at 5 Gallop Street, Colac, under the style or firm name of "WA Autocare" was dissolved by mutual consent on the last day of October 2001. The said business continues to be carried on by the said Walter Dean Ohrwalder as sole proprietor.

SEWELLS LARKINS McCARTHY, lawyers,
119 Murray Street, Colac 3250.

BARBARA WILSON KEITH, late of 228 Elder Street, Greensborough, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 26 July 2001, are required by John Francis Natoli, the executor of the deceased's will, to send particulars of their claim to the said executor care of the undermentioned solicitors by a date not later than two months from the date of publication hereof, after which date he will convey or distribute the assets having regard only to the claims of which he then has notice.

A. B. NATOLI PTY, solicitors,
24 Cotham Road, Kew 3101.

FRANCES JUNE BLORE, late of Banksia Court Nursing Home, 391 Maroondah Highway, Croydon, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 October 2001, are required by the 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 27 February 2002

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.

MARY ELIZABETH JEAN POULTER, late of Perpetua in The Pines, 300 Springvale Road, Donvale, retired nurse, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 September 2001, are required by Equity Trustees Limited, ACN 004 031 298, Peter Clarke Crawford and Annette Maree Mathews, the proving executors of the will of the deceased, to send particulars of their claims to the executors in the care of the undermentioned solicitor by 27 February 2002 after which date the executors may convey or distribute the assets having regard only to the claims of which they then have notice.

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

VIOLET EVELYN McLELLAN, late of Wahrenga Friendly Village, 129 Coleman Parade, Glen Waverley, home duties, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 July 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 27 February 2002 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.

Re: JAMES THOMAS MILLER, deceased. Creditors, next-of-kin and others having claims in respect of the estate of JAMES THOMAS MILLER, late of 43 Cleveland Road, Ashwood, in the State of Victoria, pensioner, who died on 20 August 2001, are required to send particulars of their claim to Andrew McMullan & Co., solicitors, 64 Kingsway, Glen Waverley in the said State, solicitors for the executor of the said

estate by 1 April 2002, after which time the appointed executor will distribute the assets having regard only to the claims of which she then has notice.

ANDREW McMULLAN & CO., solicitors,
64 Kingsway, Glen Waverley, Victoria.

Re: Estate THOMAS THEODORE DELANEY, deceased. Creditors, next-of-kin or others having claims in respect of the estate of THOMAS THEODORE DELANEY of 77 Cook Street, Flinders in the State of Victoria, retired, who died on 4 November 2001, are to send particulars of their claims to the personal representative/s care of the undermentioned solicitors by 28 February 2002 after which date the personal representative/s will distribute the assets having regard only to the claims of which they then have notice.

COOKS, solicitors,
Level 4, St James Building,
121 William Street, Melbourne, Victoria 3000.

Re: JACK KING, late of 2/58 Newmarket Street, Flemington, Victoria, retired teacher, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 October 2001, are required by the trustee, Jennifer Shaw of 22 Forman Street, Westmeadows, Victoria, cash processor, daughter, to send particulars to the trustee within 60 days from the publication hereof 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.

Re: MARK BRADLEY ELLMER, late of 14 Cresta Street, Leopold, fencing contractor, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 July 2001, are required by the trustee, Traci Ellmer of 8 Ottoman Court, St. Albans Park, Victoria, home duties, wife, to send particulars to the trustee by 18 March 2002 after which date the trustee may convey or distribute the assets having regard only to the claims of which the trustee has notice.

DOYLE CONSIDINE, solicitors,
78 Moorabool Street, Geelong 3220.

Re: Estate of LEONARD DORAN. Creditors, next-of-kin or others having claims in respect of the estate of LEONARD DORAN, late of 3 Clifton Street, Birchip in the State of Victoria, farmer, deceased, who died on 16 November 2001 are to send particulars of their claim to the executors care of the undermentioned legal practitioners by 7 March 2002 after which date the executors will distribute the assets having regard only to the claims of which they then have notice.

DWYER MAHON & ROBERTSON,
legal practitioners,
Beveridge Dome,
194-208 Beveridge Street, Swan Hill.

WENSHENG YI, (also known as William Yi) late of 1/34 Broadway, Chelsea. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 October 2001, are required by the trustee, care of G.W.H. Chambers solicitor of 338 Charman Road, Cheltenham, to send particulars to her by 28 February 2002 after which date the trustee may convey or distribute the assets having regard only to the claims of which she then has notice.

Dated 27 December 2001

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

Re: MAVIS HENRIETTA THEISINGER, late of Henry Maling House, Bentinck Street, Portland in Victoria, widow, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 June 2001, are required by the trustees, William McClintock of 74 Henty Street, Portland, Victoria, retired, Richard Von Stanke of 9 Stewart Street, Portland, Victoria, fitter and turner and Jillian Von Stanke of 9 Stewart Street, Portland, Victoria, nurse, to send particulars to the trustees by 28 February 2002 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees have notice.

HOWMAN & HARRIS,
solicitors for the applicants,
23 Percy Street, Portland 3305.

Creditors, next-of-kin and others having claims in respect of the estate of MORAG McKENZIE McVICAR, deceased, who died on 29 June 2001, are required by the executors to send particulars of their claim to the undermentioned firm by 28 February 2002 after which date the trustees will convey or distribute the assets having regard only to the claims of which the trustee then has notice.

LUCAS LAWYERS, solicitors,
8 Station Road, Cheltenham.

Re: JUDITH CORRIE PHILPOTS, late of 32 A'Beckett Road, Bunyip, Victoria, but formerly of "Underbank", Cora Lynn, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 September 2001, are required by the trustees, Ruth Margaret Leitch of Unit 8, 36 Power Street, Hawthorn, Victoria, retired, sister and Donald Lyston Chisholm of 51 Asling Street, Brighton, Victoria, solicitor to send particulars to the trustees by 26 February 2002 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees have notice.

MADDOCK LONIE & CHISHOLM, solicitors,
140 William Street, Melbourne 3000.

Re: KEITH LAURENCE WILSON, late of 183 Adams Road, Yanakie, Victoria, yabby farmer, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 September 2001, are required by the trustee, Joan Norma Miles of 183 Adams Road, Yanakie, Victoria, to send particulars to the trustee by 28 February 2002 after which date the trustee may convey or distribute the assets having regard only to the claims of which the trustee has notice.

OAKLEYS WHITE, solicitors,
65 Main Street, Foster 3960.

ADELINE ELIZABETH MOYLE, late of 1 Woodall Street, Black Rock, Victoria 3193. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 August 2001, are required by Perpetual Trustees Consolidated Limited, ACN 004 029 841 of 360 Collins Street,

Melbourne, Victoria, to send particulars of their claims to the said company by 28 February 2002 after which date it will convey or distribute the assets having regard only to the claims of which the company then has notice.

WILLIAM HENRY OWEN, late of Room 11, Carshalton House, Stoneham Street, Golden Square, Victoria 3555, formerly of 60 Specimen Hill Road, Golden Square, Victoria. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 August 2001, are required by Perpetual Trustees Consolidated Limited, ACN 004 029 841 of 360 Collins Street, Melbourne, Victoria, to send particulars of their claims to the said company by 28 February 2002 after which date it will convey or distribute the assets having regard only to the claims of which the company then has notice.

ABIGAIL DYNON, late of Cornfields Linked Service Centre, Cranleigh Drive Whitfield, Dover, Kent CT16 3NW United Kingdom, formerly of 3 Grosvenor Square, London, England. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 May 2001, are required by the Perpetual Trustees Consolidated Limited, ACN 004 029 841 of 360 Collins Street, Melbourne, Victoria, to send particulars of their claims to the said company by 27 February 2002 after which date it will convey or distribute the assets having regard only to the claims of which the company then has notice.

EILEEN FLORENCE WALTERS, late of Nirvana Nursing Home, 78 Nirvana Avenue, East Malvern, Victoria 3145, formerly of 16 Castlebar Road, Chadstone, Victoria 3168. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 November 2000, are required by Perpetual Trustees Victoria Limited, ACN 004 027 258 of 360 Collins Street, Melbourne, Victoria, to send particulars of their claims to the said company by 27 February 2002 after which date it will convey or distribute the assets having regard only to the claims of which the company then has notice.

Re: ROBERT MAXWELL SIMPSON, late of 183 Osborne Drive, Mount Martha, but formerly of Unit 2, 80 Beleura Hill Road, Mornington, company director, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 November 2001, are required by the trustees, Donald Maxwell Ross of 40 Spicer Street, Beaumaris, Victoria, retired and Stanley Arthur Hester of 1 Dai Court, Mount Waverley, Victoria, accountant, to send particulars to the trustees by 4 March 2002 after which date the trustees may convey or distribute the assets having regard only to the claims of which the trustees then have notice.

ROBERTS PARTNERS,
216 Main Street, Mornington.

RUTH LESLEY LAMBDEN, deceased. Creditors, next-of-kin and others having claims in respect of the estate of RUTH LESLEY LAMBDEN, late of 79 Claremont Avenue, Malvern, Victoria, deceased, who died on 21 May 2001, are required by the executor and trustee to send particulars to him care of the undermentioned solicitors by 27 February 2002, after which date the executor and trustee may convey or distribute the assets having regard only to the claims of which he then has notice.

STUART MORGAN & ASSOCIATES,
solicitors,
238 Glenferrie Road, Malvern 3144.

Creditors, next-of-kin and others having claims against the estate of BERYL AGNES O'DWYER, late of 4/16 Orrong Road, Elsternwick, Victoria, home duties, deceased, who died on 4 October 2001, are required to send particulars of their claims to John Patrick Toohey of 520 Bourke Street, Melbourne, Victoria, current legal practitioner, the executor of the said deceased on or before 31 March 2002 after which date he will distribute the assets having regard only to the claims of which he then has notice.

TOLHURST DRUCE & EMMERSON,
solicitors,
520 Bourke Street, Melbourne.

**GOVERNMENT AND OUTER BUDGET SECTOR AGENCIES
NOTICES**

PORT PHILLIP CITY COUNCIL

Notice is hereby given that Council at its meeting on 17 December, 2001, resolved to make the following Order under section 26 of the **Domestic (Feral and Nuisance) Animals Act 1994** (the Act).

ORDER NO. 2 OF PORT PHILLIP CITY COUNCIL

Section 26

Domestic (Feral and Nuisance) Animals Act 1994

1. Dogs must be under effective control
 - 1) The owner of any dog must keep the dog under effective control by means of a chain, cord or leash held by the owner and attached to the dog while the dog is in:
 - a reserve; or
 - a public place
 except where otherwise designated by signs as being a designated reserve available for unleashing of dogs.
 - 2) Sub clause (1) does not apply where a chain cord or leash attached to a dog is securely fastened to a post or other fixture and the dog remains under sight or voice control by the owner.
2. Prohibited Areas
 - 1) Dogs are prohibited from entering or remaining in any prohibited area in the municipal district or in such an area at a time or date when dogs are prohibited from entering or remaining in such areas.
 - 2) The prohibition under sub-clause (1) applies in such areas regardless of whether or not the dog is on chain, cord or leash or otherwise controlled or not controlled.
3. Owner's obligations in a designated reserve

A dog may be exercised off a chain, cord or leash in a Designated Reserve, if the owner:

 - carries a chain, cord or leash sufficient to bring the dog under control by placing the dog on a chain, cord or leash if the dog behaves in a manner which threatens any person or animal;
 - remains in effective voice and or hand control of the dog and within constant sight of the dog so as to be able to promptly bring the dog under control by placing the dog on a chain, cord or leash if that becomes necessary or desirable to avoid any wandering out of effective control or to avoid any threatening behaviour or any attack; and
 - does not allow the dog to worry or otherwise threaten any person or animal, and does not allow the dog to attack any person or animal.
4. Non application to dangerous dogs or greyhounds

Clause 3 of this Order does not apply to any dog which is declared a dangerous dog under section 34 of the **Domestic (Feral and Nuisance) Animals Act 1994** or to a greyhound which must meet the restraint requirements in section 27 of that Act.
5. Meaning of Words

In this Order:

Beach A means the area of land and/or sand west of Pier Road extending to the low water mark between St Kilda Pier and an imaginary line 400 metres north west of the St Kilda Pier from the western boundary of Pier Road to the low water mark.

Beach B	means the area of land and/or sand south west of Beaconsfield Parade between an imaginary line (extending in a south westerly direction from the north western boundary of Langridge Street to the low water mark) and another imaginary line 140 metres south east of Fraser Street (extending in a south westerly direction from a point on the south west boundary of Beaconsfield Parade to the low water mark).
Beach C	means the area of land and/or sand south west of Beach Street between an imaginary line (extending in a north easterly direction from the low water mark at Lagoon Pier to Beach Street) and another imaginary line (extending in a south westerly direction from the north west boundary of Dow Street to the low water mark).
Beach D	means the area of land/or sand south of The Boulevard between an imaginary line (extending in a northerly direction from the rock groyne opposite Barak Road between the low water mark and The Boulevard) and another imaginary line (extending in a northerly direction from the rock groyne opposite Cumberland Road between the low water mark and The Boulevard).
Designated Reserves	means the following reserves and beaches designated by signs as being available for unleashing of dogs:

	Melway Ref:
• Beach A (as defined)	57J8-9
• Beach B (as defined)	57H8
• Beach C (as defined)	57B4
• Beach D (as defined)	56H3
• Beaches in the municipal district (other than Sandridge Beach, West Beach St Kilda, Beach A, Beach B, Beach C and Beach D) only between 1 May and 31 October each year.	
• Head Street Reserve, St Kilda	67/D5
• Clarke Reserve, St Kilda (area east of footpath bounded by Clarke Street and Mitford Street)	67/C1
• M.O. Moran Reserve, St Kilda	67/A1
• Marina Point Reserve, St Kilda	67/A1-2
• Peanut Farm Reserve, St Kilda	58/A11
• Alma Park East, St Kilda (north of oval - south of Dandenong Road)	58/E8
• Alma Park West, St Kilda	58/D8
• Gasworks Park, South Melbourne	57/D4
• Lagoon Reserve, Port Melbourne	57/C3
• Howe Reserve, Port Melbourne	57/D1
• Page Reserve, Port Melbourne	57/D1
• Smith Reserve, Port Melbourne	57/C2
• Hester Reserve, Port Melbourne	57/B2
• J.L. Murphy Reserve, Port Melbourne	56/K1
• Garden City Reserve, Port Melbourne	56/K2
• West Port Foreshore Reserve, Port Melbourne	56/H3
• Julier Reserve, Port Melbourne	56/H2

Owner	has the same meaning as in the Domestic (Feral and Nuisance) Animals Act 1994
Prohibited area	<p>(a) areas where dogs are not permitted at any time of the day throughout the whole of the year in every year being:</p> <ul style="list-style-type: none"> • Environmentally sensitive areas as designated by signs being Sandridge Beach and West Beach St Kilda; • Frank and Mary Crean Reserve (Richardson Street, Middle Park – being a fenced children’s playground reserve); • All areas within 5 metres of any children’s playground or within 5 metres of a public barbecue; <p>and</p> <p>(b) areas (where dogs are not permitted at any time between 1 November and 30 April in any financial year) during the period 1 November and 30 April in any financial year being:</p> <ul style="list-style-type: none"> • All beaches in the municipal district other than Sandridge Beach, West Beach St Kilda and Beach A, Beach B, Beach C and Beach D.
Public Place	has the meaning given to it in the Summary Offences Act 1966 which includes all streets, roads, footways, reserves, lanes, parks, schools, public halls, markets.
Sandridge Beach	means the area of land and sand within the municipal district of the Port Phillip City Council from an imaginary line (being an extension to the low water mark of the easterly boundary of Todd Road) and extending between the north western boundary of the municipal district and the low water mark to the south western boundary of the municipal district beyond the Perce White Reserve.
West Beach, St Kilda	means the area of land and/or sand south west of Pier Road and Beaconsfield Parade from an imaginary line extending in a south westerly direction from a point on the south western boundary of Pier Road 400 metres north west of St Kilda Pier to the low water mark to another imaginary line from the south western boundary of Beaconsfield Parade running adjacent and parallel to the north western end of the foreshore pavilion between Cowderoy and Fraser Streets.

DAVID SPOKES
Chief Executive Officer

GREATER SHEPPARTON CITY COUNCIL
LOCAL LAW NO. 3
Maude Street Mall

Notice is given that the Greater Shepparton City Council at its meeting on 18 December 2001, made Local Law No. 3 to provide for the peace, order and good management and operation of the mall and to enhance public safety and community amenity.

The Local Law prohibits, regulates and controls activities, events, practices and behaviour in the mall so that no detriment is caused to the amenity of the mall and that the activities of individuals and groups do not adversely impact on others. In particular, the local law contains provisions that relate to vehicles and velocipedes; prescribed hours for mall activities; the nature of activities that

require a permit from the council; prohibition of animals and birds in the mall; damage to property; official signage; seizure, removal and detention of property unlawfully in the mall; noise; signs and advertisements; proceedings for offences, and directive powers and penalties.

A copy of the Local Law can be inspected at the following Council Offices: Central Office, Welsford Street, Shepparton; Nixon Street Office, (First Floor), Shepparton; Tatura Office, Casey Street, Tatura.

BILL JABOOR
Chief Executive Officer



AMENDMENT TO LOCAL LAW NO. 6 –
CONSUMPTION OF ALCOHOLIC
BEVERAGES

Notice is hereby given in accordance with Section 119(3) of the **Local Government Act 1989** that Hepburn Shire Council at its meeting on 20 November 2001 resolved to make the following amendments to Local Law No. 6:

Consumption of Alcoholic Beverages – Clause 14.1 Declaration of Places and Exemption

The purpose of the amendment is to include Calemben Park and Daylesford Skate Park & Reserve to be areas where alcoholic beverages must not be consumed or held in open containers.

The purport of the amendment is as follows: Calemben Park – (No alcohol); Daylesford Skate Park & Reserve – (No alcohol).

Copies of the Local Laws are available for inspection or purchase from Council’s Customer Service Centres at Daylesford, Duke Street Office & Creswick, Albert Street Office during normal office hours.

Notice is also given in accordance with Section 224A of the **Local Government Act 1989** that Hepburn Shire Council at its meeting on 18 December 2001 resolved that any member of the Victoria Police may enforce the provisions of clause 14.2 of Local Law No. 6 relating to Consumption of Alcoholic Beverages.

VICTOR SZWED
Chief Executive Officer



AMENDMENT TO LOCAL LAW NO. 6 – TO
PROHIBIT THE USE OF TOY VEHICLES
(SKATEBOARDS, ROLLER BLADES,
ROLLER SKATES AND SCOOTERS) IN
THE DAYLESFORD COMMERCIAL AREA

Notice is hereby given in accordance with Section 119(3) of the **Local Government Act 1989** that Hepburn Shire Council at its meeting on 18 December 2001 resolved to make the following amendments to Local Law No. 6:

Insert new Clauses 11.3.3 & 11.3.4

The purpose of this amendment is to declare certain roads & public places where toy vehicles (skateboards, roller blades, roller skates and scooters) must not be used at any time.

The purport of the amendment is as follows: Clause 11.3.3

The following designated roads and areas are declared areas where the use of toy vehicles must not be used at any time: Vincent Street, Daylesford between Raglan Street & Stanbridge Street. Albert Street, Daylesford between Vincent Street & Bridport Street. Howe Street, Daylesford between Vincent Street & Camp Street. Clough’s walkway (from Vincent Street leading to supermarket) and the carpark area (south-east corner of Albert Street & Bridport Streets), Daylesford.

Clause 11.3.4

For administration and enforcement of Clauses 11.3.1 & 11.3.3 an authorised officer shall also include a member of Victoria Police.

The Penalties are:

First offence	\$50
Penalty upon Conviction	\$100
Subsequent offence	\$200

Copies of the Local Laws are available for inspection or purchase from Council’s Customer Service Centres at Daylesford, Duke Street Office & Creswick, Albert Street Office during normal office hours.

VICTOR SZWED
Chief Executive Officer



AMENDMENT TO LOCAL LAW NO. 6 –
DOMESTIC WASTE

Notice is hereby given in accordance with Section 119(3) of the **Local Government Act 1989** that Hepburn Shire Council at its meeting on 18 December 2001 resolved to make the following amendments to Local Law No. 6:

Domestic Waste – Clause 8.5(3)

The purpose of this amendment is to define approved containers for the collection and removal of domestic waste from a serviced property within the urban collection districts of the municipality.

The purport of the amendment is as follows: That 120 litre capacity mobile garbage bins are the only approved container to be used for collection and removal of domestic waste from a serviced property in the urban collection districts.

Copies of the Local Laws are available for inspection or purchase from Council's Customer Service Centres at Daylesford, Duke Street Office & Creswick, Albert Street Office during normal office hours.

VICTOR SZWED
Chief Executive Officer

Planning and Environment Act 1987

HEPBURN PLANNING SCHEME

Notice of Amendment

Amendment C4

The Hepburn Shire has prepared Amendment C4 to the Hepburn Planning Scheme. This Amendment applies to that part of the Lake Eppalock Catchment located within the Hepburn Shire.

The Amendment proposes to amend the Hepburn Planning Scheme in response to the recommendations of the Lake Eppalock Catchment – Land Capability Assessment and Planning Project.

The Amendment proposes to amend clause 21.09 and 21.01-9 in the Municipal Strategic Statement, which outlines an overview, presents key issues and how the planning scheme will

address these issues. Amend Local Planning Policy Clause 22.01 Water Catchment and Land Protection Policy by the addition of a new sub-clause to insert a planning policy for Lake Eppalock. Amend Schedule 1 to the Environmental Significance Overlay (42.01).

You may inspect the Amendment and any documentation that supports the Amendment and the explanatory report about the Amendment at the following offices:– Hepburn Shire Council, 76 Vincent Street, Daylesford 3460; Department of Infrastructure, Customer Service Centre, Nauru House, 80 Collins Street, Melbourne 3000; Department of Infrastructure, Regional Office, 88 Learmonth Road, Wendouree, Ballarat 3355.

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. The closing date for all submissions is Friday 1 March 2002. A submission must be sent to: Mr. Victor Szwed, Chief Executive Officer, Hepburn Shire Council, Daylesford.

Planning and Environment Act 1987

GREATER BENDIGO PLANNING SCHEME

Notice of Amendment

Amendment C19

The City of Greater Bendigo has prepared Amendment C19 to the Greater City of Bendigo Planning Scheme. This Amendment applies to that part of the Lake Eppalock Catchment located within the City of Greater Bendigo.

The Amendment proposes to amend the Greater Bendigo Planning Scheme in response to the recommendations of the Lake Eppalock Catchment – Land Capability Assessment and Planning Project.

The Amendment proposes to amend Clause 21.02- 4 Environment to include a new section about the Lake Eppalock Catchment; amend Clause 21.05- 3 Environment to include a new section about the key issues affecting water quality in Lake Eppalock and its catchment; amend the Land and Water objectives and strategies table (Clause 21.05) to include objectives and strategies for the protection of water quality in the Lake Eppalock Catchment; amend the implementation section of Clause 21.05- 3 Environment to include reference to the

application of a local policy for the Lake Eppalock Catchment; amend Clause 21.07 Reference Documents to include "Lake Eppalock Catchment – Land Capability Assessment and Planning Project (Volumes 1, 2 and 3), North Central Catchment Management Authority, 2000; amend Local Planning Policy Clause 22.03 Environment and Natural Resource Policy byrenumbering the existing policy as sub-clause 22.03- 1 Land and Water and inserting a new sub-clause 22.03- 2 Lake Eppalock Catchment Management and Water Quality Protection Policy; amend Schedule 3 to the Environmental Significance Overlay, Clause 42.01, to incorporate the findings of the "Lake Eppalock Catchment – Land Capability Assessment and Planning Project" and update referral requirements.

You may inspect the Amendment; and any documentation that supports the amendment; and the explanatory report about the Amendment at the following offices:– Greater Bendigo City, 195 Lyttleton Terrace, Bendigo 3550; Northern Regional Office, Department of Infrastructure, 57 Lansell Street, Bendigo 3550 and Department of Infrastructure, Customer Service Centre, Nauru House, 80 Collins Street, Melbourne 3000.

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. The closing date for all submissions is Friday 1 March 2002.

A submission must be sent to Mr. Andrew Paul, Chief Executive Officer, Greater Bendigo City, 195 Lyttleton Terrace, Bendigo 3550.

Planning and Environment Act 1987

MACEDON RANGES PLANNING SCHEME

Notice of Amendment

Amendment C9

The Macedon Ranges Shire Council has prepared Amendment C9. This Amendment applies to that land of the Lake Eppalock Catchment within the Macedon Ranges Shire.

The Amendment proposes to amend the Macedon Ranges Planning Scheme in response to the recommendations of the Lake Eppalock Catchment – Land Capability Assessment and Planning Project.

The Amendment proposes to: amend Clause 21.03 to provide an overview of Lake Eppalock Catchment and the issue of water quality protection; amend Clause 21.08 to include "Lake Eppalock Catchment Land Capability Assessment & Mapping Planning Report" in the list of reference documents; amend Local Planning Policy Clause 22.03 Catchment Management and Water Quality Protection to include the "Lake Eppalock Catchment Management and Water Quality Protection Policy"; amend Schedule 4 to the Environmental Significance Overlay, Clause 42.01, to include revised information and referral requirements.

You may inspect the: Amendment; and any documentation that supports the Amendment; and the explanatory report about the Amendment at the following offices:– Macedon Ranges Shire, 129 Mollison Street, Kyneton 3444 or 92 High Street, Woodend; Department of Infrastructure, Customer Service Centre, Nauru House, 80 Collins Street, Melbourne 3000; Northern Regional Office, Department of Infrastructure, 57 Lansell Street, Bendigo 3550.

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. The closing date for all submissions is Friday 1 March 2002. A submission must be sent to: Ms Lydia Wilson, Chief Executive Officer, Macedon Ranges Shire Council, PO Box 151, Kyneton 3444.

Planning and Environment Act 1987

MITCHELL PLANNING SCHEME

Notice of Amendment

Amendment C19

The Mitchell Shire Council has prepared amendment C19 to the Mitchell Planning Scheme on behalf of the North Central Catchment Management Authority. The Mitchell Shire Council is the planning authority for this Amendment. This Amendment applies to all land of the Eppalock Catchment that is within the Mitchell Shire.

The Amendment proposes to amend the Mitchell Shire Planning Scheme in response to the recommendations of the Lake Eppalock Catchment – Land Capability Assessment and Planning Project.

The Amendment proposes to insert Clause 21.05-2 into the Municipal Strategic Statement, which addresses water quality management in the Lake Eppalock Catchment; insert a new Local Planning Policy – Clause 22.03-3 Lake Eppalock Catchment Management and Water Quality Protection Policy; amend Schedule 2 to the Environmental Significance Overlay, Clause 42.01, to introduce permit requirements, information requirements, referral requirements and decision guidelines for development in the Lake Eppalock Catchment.

You may inspect the Amendment; and any documentation that supports the Amendment; and the explanatory report about the amendment at the following offices:– Mitchell Shire Council offices, 113 High Street, Broadford; Department of Infrastructure, Customer Service Centre, Nauru House, 80 Collins Street, Melbourne; Northern Regional Office, Department of Infrastructure, 57 Lansell Street, Bendigo.

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. The closing date for all submissions is Friday 1 March 2002.

A submission must be sent to Mr. Gary Cecil, Chief Executive Officer, Mitchell Shire Council, 113 High Street, Broadford 3658.

Planning and Environment Act 1987

MOUNT ALEXANDER PLANNING SCHEME

Notice of Amendment

Amendment C12

The Mount Alexander Shire Council has prepared Amendment C12. This Amendment applies to that land of the Lake Eppalock Catchment located within the Mount Alexander Shire.

The Amendment proposes to amend the Mount Alexander Planning Scheme in response to the recommendations of the Lake Eppalock Catchment – Land Capability Assessment and Planning Project.

The Amendment proposes to: Amend Clauses 21.04 and 21.05 of the Municipal Strategic Statement to identify and address the issue of water quality in the Lake Eppalock Catchment.

Insert a new local planning policy “Lake Eppalock Catchment Management and Water Quality Protection Policy” into Clause 22.21.

Amend Schedule 1 to the Environmental Significance Overlay, Clause 42.01, with respect to permit requirements, information requirements, referral requirements and decision guidelines.

You may inspect the: Amendment and any documentation that supports the Amendment; and the explanatory report about the Amendment at the following offices, Mount Alexander Shire: Mount Alexander Shire Council, 25 Lyttleton Street, Castlemaine 3450 or Newstead Office, Lyons Street, Newstead; Melbourne: Department of Infrastructure, Customer Service Centre, Nauru House, 80 Collins Street, Melbourne 3000 and Northern Regional office: Department of Infrastructure, Regional Office, 57 Lansell Street, Bendigo 3550.

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. The closing date for all submissions is Friday 1 March 2002.

A submission must be sent to: Mr. Ivan Gilbert, Chief Executive Officer, Mount Alexander Shire Council, PO Box 185, Castlemaine 3450.

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 29 February 2002 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.

BEEMAN, Doreen Jennie, late of Ashley Manor, 1–5 Summit Avenue, Belmont, pensioner, who died 8 November 2001.

CLARINGBOULD, Winifred May, formerly of 2 Maher Street, Highett, but late of Kingston Centre Nursing Home, Warrigal Road, Cheltenham, married woman, who died on 15 October 2001.

DANAHER, Mary, late of Hawthorn Private Nursing Home, 629 Riversdale Road, Camberwell, who died on 18 October 2001.

DEANE, Annie May, formerly of Kinglake Road, Toolangi, but late of Healesville and District Nursing Home, Don Road, Healesville, pensioner, who died 13 October 2001.

DRAKEFORD, James Donald, late of 38 Faulkner Street, Forest Hill, retired, who died on 15 December 2001.

FORD, Margaret, late of Rushall Park, 13 Coppin Avenue, Fitzroy North, retired, who died on 3 November 2001.

HARRISON, Irene Hilda, late of 49 Hodgkinson Street, Clifton Hill, retired, who died on 10 November 2001.

JONAS, Susan, formerly of Weeroona Nursing Home, 76 Serrel Street, East Malvern, late of Weeroona Nursing Home, 400 Waverley Road, East Malvern, retired, who died on 31 October 2001.

JOSIPOVIC, Marina Maria Mico, late of St. John of Krostadt private Nursing Home, 24 Morwell Avenue, Dandenong, pensioner, who died 8 July 2001.

MATTHEWS, Leonardo Walter, also known as Leonard Walter Matthews, late of Grandridge Lodge Nursing Home, 4-6 Brennan Street, Mirboo North, retired, who died 24 June 2001.

MILBURN, Marion Clair, late of 7 Fidge Court, Jacana, retired, who died 15 October 2001.

O'NEIL, Michael John, late of 53 George Road, Ararat, pensioner, who died 24 September 2001.

PENNEY, Eric Maxwell Mayer, 92 Summerhill Road, Footscray, who died on 23 October 2001.

PINTER, Imer, 7/125 Church Street, Geelong West, retired, who died on 11 September 2001.

VASTAG, Irene, Benlynne Private Nursing Home, 2 Killara Road, Sunshine, retired, who died on 9 November 2001.

WILLIAMS, Thomas Andrew, formerly of 1085 Hoddle Street, East Melbourne, but late of Hawthorn Private Nursing Home, 60 Auburn Road, Hawthorn, who died on 8 December 2001.

YOUREN, Ruth, late of Martin Luther Homes, 67 Mount View Road, Boronia, retired, who died on 4 November 2001.

Dated at Melbourne, 21 December 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 4 March 2002 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.

ABELTINS, Vally, formerly of 7 Nicholsdale Road, East Camberwell, but late of Highgrove Special Accommodation, 79 Stephenson Street, Kew, pensioner, who died 3 November 2001.

HOLLOW, Arthur Leslie, formerly of 844 Burke Road, Canterbury, but late of Carnsworth Garoopna Nursing Home, 10 A'Beckett Street, Kew, pensioner, who died 3 November 2001.

METCALF, Norma Catherine, late of 38 Anzac Crescent, Williamstown, pensioner, who died 24 October 2001.

Dated at Melbourne, 24 December 2001

CATHY VANDERFEEN
Manager, Estate Management
State Trustees Limited

EXEMPTION

Application No. A 438 of 2001

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** by the Latrobe City Council. The application for exemption is to enable the applicant to advertise and employ Aboriginal or Torres Strait Islander persons to traineeships with the City of Latrobe.

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 and employ Aboriginal or Torres Strait Islander persons to traineeships with the City of Latrobe.

In granting this exemption the Tribunal noted:

- The City of Latrobe has entered into a contract with the Department of Workplace Relations and Small Business under the Step Program for an Indigenous Employment/Traineeship initiative.
- The initiative is to increase employment and training opportunities for indigenous people within the Council and use it as a model for employment in the wider Latrobe community.
- The program is intended to increase employment and training specifically for the local indigenous community.

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 and employ Aboriginal or Torres Strait Islander persons to traineeships with the City of Latrobe.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 26 December 2004.

Dated 20 December 2001

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A 472 of 2001

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** by the Maltese Community Council of Victoria Inc. The application for exemption is to enable the applicant to advertise and employ Maltese speaking staff to work with elderly Maltese people.

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 and employ Maltese speaking staff to work with elderly Maltese people.

In granting this exemption the Tribunal noted:

- The applicant receives State and Federal grants to provide services for frail and disabled older Maltese people.
- Many of these elderly clients either do not speak English or are not confident speaking English.
- In order to ensure good communication between staff and clients, and to promote a comfortable and secure environment, it is essential to employ staff who speak the Maltese language.

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 and employ Maltese speaking staff to work with elderly Maltese people.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 26 December 2004.

Dated 20 December 2001

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A 473 of 2001

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** by Plenty Valley Community Health Services Inc. The application for exemption is to enable the applicant to advertise and employ a male staff member to work in a recreation and leisure program.

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 and employ a male staff member to work in a recreation and leisure program.

In granting this exemption the Tribunal noted:

- The position is to support men with an acquired brain injury who have high physical support needs.
- A number of men in the program have behavioural issues which significantly impacts on female workers.
- The nature of the work involves assisting these men to participate in activities and to assist them with their personal care and hygiene needs.

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 and employ a male staff member to work in a recreation and leisure program.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 26 December 2004.

Dated 20 December 2001

Mrs A. COGHLAN
Deputy President

Department of Treasury and Finance

SALE OF CROWN LAND
BY PUBLIC AUCTION

Date of Auction: 19 January 2002 at 10.30 am on site.

Reference: 2001/01151.

Address of Property: Gray Street, Hamilton.

Crown Description: Crown Allotment 1A, Section 32B, Township of Hamilton.

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

Area: 1490 m².

Officer Co-ordinating Sale: Garry McKenzie, Garry McKenzie & Associates Pty. Ltd., 1st Floor, City Centre Arcade, 315 Sturt Street, Ballarat, Victoria 3350.

Selling Agent: Lanyons Real Estate Agents, 88 Gray Street, Hamilton, Victoria 3300

LYNNE KOSKY MP
Minister for Finance

Adoption Act 1984

Under the functions and powers assigned to me by the Secretary to the Department of Human Services under Section 10(2) of the **Community Services Act 1970** in relation to Section 5 of the **Adoption Act 1984**.

I, Andy Bevan revoke the following person under Section 5(1) and Section 5(2) of the **Adoption Act 1984** as an approved counsellor for the purposes of Section 87 of the **Adoption Act 1984**.

Deborah Mitchell

Dated 18 December 2001

ANDY BEVAN
Manager Community Care Services
Southern Metropolitan Region

Education Act 1958

NOTICE OF MAKING OF AN ORDER
UNDER SECTION 13

An Order of the Minister for Education was made on 30 November 2001 under section 13(4) of the **Education Act 1958** amending the constituting Order of the school council of the State school proposed to be called the Alpine School to empower the school council to fill a casual vacancy in the Nominee member category by the appointment of a person to that position by the school council and for Part 3A, clauses 20.5, 33.2, 33.5, 33.6 and 33.10 of the constituting Order, substituting new clauses and for Schedules 5A, 5B and Schedule 7, substituting the Schedules attached to the Order.

MARY DELAHUNTY
Minister for Education

Education Act 1958

NOTICE OF MAKING OF AN ORDER
UNDER SECTION 13

An Order of the Minister for Education was made on 18 December 2001 under section 13(4) of the **Education Act 1958** amending the constituting Order of the school council of the State school called Collingwood English Language School in respect of the membership of the school council.

MARY DELAHUNTY
Minister for Education

Education Act 1958NOTICE OF MAKING OF AN ORDER
UNDER SECTION 13

An Order of the Minister for Education was made on 18 December 2001 under sections 13(1), 13(4), 13(5) and 13(11) of the **Education Act 1958** dissolving the school council originally called Blackshaws Primary School Council in respect of the State school now called Altona Gate Primary School and constituting a school council for the State school called Altona Gate Primary School.

MARY DELAHUNTY
Minister for Education

Education Act 1958NOTICE OF MAKING OF AN ORDER
UNDER SECTION 13

An Order of the Minister for Education was made on 18 December 2001 under sections 13(1), 13(4), 13(5) and 13(11) of the **Education Act 1958** dissolving the school council originally called Meeniyān-Dumbalk Primary School Council and constituting a school council for the State school called Tarwin Valley Primary School.

MARY DELAHUNTY
Minister for Education

Education Act 1958NOTICE OF MAKING OF AN ORDER
UNDER SECTION 13

An Order of the Minister for Education was made on 19 December 2001 under sections 13(4) and 13(11) of the **Education Act 1958** amending the constituting Order of Gordon Primary School Council in respect of the membership of the school council.

MARY DELAHUNTY
Minister for Education

Forests Act 1958, No. 6254DECLARATION OF THE PROHIBITED
PERIOD

In pursuance of the powers conferred by section 3 sub-section (2) of the **Forests Act 1958**, I, Gary Morgan, delegated officer for the

Minister for Environment and Conservation in the State of Victoria, hereby declare the Prohibited Period for all land within the Fire Protected Area (other than State forest, National park and protected public land) within the municipalities nominated for the period specified in the schedule below:

SCHEDULE 1

The Prohibited Period shall commence at 0100 hours on Monday 31 December 2001 and end at 0100 on Tuesday 1 May 2002 (unless varied) in the following municipalities: East Gippsland Shire Council.

GARY MORGAN
Chief Fire Officer

Department of Natural Resources
and Environment

Delegated Officer, pursuant to section 11,
Conservation Forests and Land Act 1987

**Marine Act 1988**

SECTION 15 NOTICE

The Marine Board, on the recommendation of Nigel Caswell, Regional Manager, City and Bays, Parks Victoria, hereby gives notice under subsection 15(1) of the **Marine Act 1988** that for the period from 11.45 pm on Monday 31 December 2001 to 12.30 am on Tuesday 1 January 2002 the operation of vessels is prohibited on the waters of the Yarra River as listed below –

- (a) The whole of the Yarra River between Kings Street Bridge and the downstream end of Lime Wharf;
- (b) The whole of the Yarra River between the Southgate Pedestrian Bridge to the Queens Street Bridge; and
- (c) The northern half of the Yarra River between the Judges Box and the Melbourne University Boatshed as delineated by buoys.

Dated 20 December 2001

JOHN LORD AM
Chief Executive
Marine Board of Victoria

**Marine Act 1988**

SECTION 15 NOTICE

The Marine Board, on the recommendation Nigel Caswell, Regional Manager, City and Bays, Parks Victoria, hereby gives notice under subsection 15(1) of the **Marine Act 1988** that for the periods listed below, the operation of vessels and access to the water by bathers is prohibited on the waters of Port Phillip Bay between an imaginary line from the waters edge opposite the prolongation of Park Street, Brighton to a white buoy approximately 200 metres to seaward and an imaginary line from the waters edge opposite the prolongation of Keith Court, Brighton to a white buoy approximately 200 metres to seaward, excluding vessels associated with the conduct of the events detailed below.

Dates	Event or Organisation	Closure period
January 3, 2002	Kite Surfing Wave Pro Holdings Event	10am to 7pm
January 4, 2002	Kite Surfing Wave Pro Holdings Event	10am to 7pm
January 5, 2002	Kite Surfing Wave Pro Holdings Event	10am to 7pm
January 6, 2002	Kite Surfing Wave Pro Holdings Event	10am to 7pm

Dated 20 December 2001

JOHN LORD AM
Chief Executive
Marine Board of Victoria

Port Services Act 1995

DIRECTION UNDER SECTION 30(1)

Hastings Port (Holding) Corporation

Pursuant to section 30(1) of the **Port Services Act 1995**, and having undertaken the consultation required by that section I, John Mansfield Brumby, Treasurer of the State of Victoria, hereby direct the board of Hastings Port (Holding) Corporation to execute a deed of access in the form of the attached document in favour of Mr Barry Smith, a director of Hastings Port (Holding) Corporation.

Dated 10 December 2001

JOHN BRUMBY MP
Treasurer

HASTINGS PORT (HOLDING) CORPORATION

and

[OFFICER]**DEED**

THIS DEED is made on

2001

BETWEEN **HASTINGS PORT (HOLDING) CORPORATION** a statutory corporation established under the **Port Services Act 1995** of Level 5, 452 Flinders Street, Melbourne, Victoria ("Statutory Corporation")

AND

[] of []
("Officer")

RECITALS

- A** The Officer is an officer of the Statutory Corporation.
- B** The Statutory Corporation wishes to enter into this Deed as part of the terms of appointment of the Officer as an officer of the Statutory Corporation.

OPERATIVE PROVISIONS**1 DEFINITIONS AND INTERPRETATION**

1.1 These terms have these meanings.

Term	Meaning
Approved Purpose	The Officer – <ol style="list-style-type: none"> a) issuing, or preparing to issue, civil legal proceedings; or b) defending, or preparing to defend, legal proceedings whether civil or criminal; or c) responding to or attending any official investigation, inquiry or Commission – relating to any act of omission (actual or alleged) by the Officer in his or her capacity as such
Board	the Board of the Statutory Corporation
Board Papers	all documents submitted, provided or made available to – <ol style="list-style-type: none"> a) the Board; b) a committee of the Board; c) the Officer for the discharge of his or her duties as such – during the Officer's period as an Officer, including – d) all other documents that were at the relevant time in the possession of the Statutory Corporation and that were referred to in the documents submitted, provided or made available or in any submission or briefing presented to the Board, committee or Officer; and e) any legal opinion or advice obtained by the Statutory Corporation other than an opinion obtained by the Statutory Corporation in relation to a claim that has been or might be made by the Statutory Corporation against the Officer or by the Officer against the Statutory Corporation.
Officer's Document	A document in any form made by the Officer in his or her capacity as such

1.2 The singular includes the plural and vice versa.

BOARD PAPERS AND OFFICER'S DOCUMENTS**2 ACCESS TO BOARD PAPERS**

- 2.1 Subject to this clause, the Statutory Corporation must, on reasonable prior notice by the Officer and for an Approved Purpose –
- a) give the Officer access to Board Papers during normal business hours at the registered office of the Statutory Corporation (or at some other place agreed by the Officer and the Statutory Corporation);
 - b) provide the Officer with copies of some or all of those Board Papers as sought by the Officer; and
 - c) permit the Officer to make, retain and use copies of Board Papers.

- 2.2 The requirements of **clause 2.1** extend only to documents –
- a) that were last Board Papers 6 years or less before the date of notice; or
 - b) that are in existence at the date of the notice and –
 - i) which are in the possession of the Statutory Corporation; or
 - ii) to which the Statutory Corporation is legally entitled to possession.

3 ACCESS TO OFFICER'S DOCUMENTS

- 3.1 The Statutory Corporation must, on reasonable prior notice by the Officer and for an Approved Purpose –
- a) give the Officer access to any of the Officer's Documents in its possession during normal business hours at the registered office of the Statutory Corporation (or at some other place agreed by the Officer and the Statutory Corporation);
 - b) provide the Officer with copies of some or all of those Officer's Documents as sought by the Officer; and
 - c) permit the Officer to make, retain and use copies of those Officer's Documents.
- 3.2 The requirements of **clause 3.1** extend only to documents –
- a) that were last Officer's Documents 6 years or less before the date of the notice; or
 - b) that are in existence at the date of the notice and –
 - i) which are in the possession of the Statutory Corporation; or
 - ii) to which the Statutory Corporation is legally entitled to possession.

4 RIGHT TO USE DOCUMENTS

- 4.1 The Officer may use for an Approved Purpose –
- a) any Board Paper (including any document provided under **clause 2**);
 - b) any of the Officer's Documents (including any document provided under **clause 3**).
- 4.2 The Statutory Corporation waives any privilege attaching to a Board Paper used for an Approved Purpose.

5 DUTY OF COMPANY TO RETAIN DOCUMENTS

- 5.1 The Statutory Corporation will ensure that –
- a) a complete set of all Board Papers; and
 - b) such of the Officer's Documents as come into its possession –
- are kept in chronological order and in an appropriate and secure manner at the registered office of the Statutory Corporation for at least the period of time necessary for it to comply with **clauses 2** and **3** of this Deed.

6 DUTY OF OFFICER IN RELATION TO DOCUMENTS

- 6.1 The Officer must during and after the period of his or her term of office –
- a) keep and preserve the confidential nature and secrecy of Board Papers and Officer's Documents, whether obtained under this Deed or not; and
 - b) use documents obtained under **clauses 2** or **3** only for the Approved Purpose; and
 - c) return documents obtained under **clauses 2** or **3** to the Statutory Corporation when the Approved Purpose ceases.
- 6.2 **Clause 6.1** does not prevent the Officer from making the documents available (with the same limitations) to any expert or adviser in relation to the Approved Purpose.

OFFICER'S INSURANCE**7 DUTY TO MAINTAIN INSURANCE**

- 7.1 If during the Officer's term of office the Statutory Corporation has maintained a policy of insurance in favour of the Officer in relation to his or her acts or omissions as an Officer, the Statutory Corporation must maintain for at least 6 years after the Officer ceases to be an Officer similar insurance on terms no less favourable than those currently maintained in relation to the present officers of the Company.

8 NOVATION

- 8.1 Prior to the Statutory Corporation ceasing to exist as an operating entity, the Statutory Corporation must novate this Deed to an appropriate government or semi-government entity able and willing to comply with the obligations of the Statutory Corporation under this Deed or to the State of Victoria.

PROVISIONS IN SUPPORT OF THE DEED**9 NOTICES**

- 9.1 A notice of other communication is properly given or served if the party delivers it by hand, posts or transmits it by electronic mail/facsimile to the address of the other, marked to their attention.
- 9.2 Each party shall advise the other of any change in their address.
- 9.3 A notice or other communication is deemed to be received –
- a) if sent by post, at the time it would have been delivered in the ordinary course of the post to the address to which it was sent; or
 - b) if sent electronically, at the time the machine on which it has been sent records that has been transmitted satisfactorily; or
 - c) if delivered by hand, the party who sent the notice holds a receipt for the notice by a person employed at the physical address for service.

10 LAW OF DEED

- 10.1 The Deed will be governed by and construed in accordance with the law for the time being in force in the State of Victoria and the parties agree to submit to the jurisdiction of the courts and tribunals of that State.

11 ENTIRE AGREEMENT

- 11.1 The Deed constitutes the entire agreement of the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter.
- 11.2 There are no extraneous agreements, representations or undertakings, either express or implied, that affect the Deed.

12 SEVERABILITY

- 12.1 If the whole or any part of a provision of the Deed is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction and the remainder of the Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.
- 12.2 This clause has no effect if the severance alters the basic nature of the Deed.

13 COUNTERPARTS

- 13.1 The Deed may be executed in any number of counterparts and all of those counterparts taken together constitute the same instrument.

EXECUTED as a Deed

**THE OFFICIAL SEAL of HASTINGS
PORT (HOLDING) CORPORATION**)
is affixed in accordance with section 17A(4))
of the **Port Services Act 1995** in the)
presence of:)

Director

Director

Name of Director

Name of Director

SIGNED SEALED AND DELIVERED)
by **Barry Smith**)
in the presence of:)

Witness

Name of Witness (print)

Stamps Act 1958

NOTICE UNDER SECTION 40A

Pursuant to section 40A of the **Stamps Act 1958** I hereby declare and make effective from 30 November 2001, that:

- AP 17 – National Nominees Ltd, AP 122 – ANZ Nominees Ltd, AP 126 – Australian Guarantee Corporation Ltd, AP 139 – Toyota Finance Australia Pty Ltd, AP 145 – Ford Co-op Credit Society Ltd, AP 146 – National Mutual Life Association of Australia, AP 158 – Hunter Premium Funding Ltd, AP 162 – GIO Finance Ltd, AP 165 – GE Auto & Fleet Pty Ltd, AP 167 – New Zealand Stock Exchange, AP 168 – J P Morgan Custodial Services P/L, AP 169 – Guardian Trust Australia Limited, AP 187 – Semmens Hatch & Anderson, AP 196 – Still & Co, AP 202 – Palmer Stevens & Rennick, AP 203 – Lindsay Lloyd Morgan Solicitor, AP 207 – Sackville Wilks & Co, AP 215 – Dellios West and Co, AP 216 – Tower Trust Limited, AP 226 – Or Bulka & Co, AP 228 – KBH Partners Pty Ltd, AP 231 – Welding & Gases Employees Credit Co-op, AP 233 – The Company People, AP 238 – DA McKenzie-McHarg Bailey, AP 239 – Castle Corporate Services Pty Ltd, AP 240 – Defence Force Credit Union Ltd, AP 241 – Michael Devola & Associates, AP 244 – Guthrie & Associates, AP 250 – Colonial State Bank, AP 252 – Lyttletons, AP 253 – John Micallef & Co, AP 256 – Top Shelf Companies Pty Ltd, AP 257 – Registry Services Australia Pty Ltd, AP 258 – Duffy & Simon, AP 259 – Armstrong Collins & Delacy, AP 262 – Hayton Kosky Solicitors, AP 266 – Victorian Teachers Credit Union Limited, AP 274 – Emerald Conveyancing Services Pty Ltd, AP 281 – Remington & Co, AP 282 – S C McCarthy & Co, AP 283 – Tivey & Holland, AP 289 – Brady Kinnane & Moore, AP 290 – Basile & Co, AP 294 – Booths Solicitors, AP 299 – C W Stirling, AP 300 – Birch Ross & Barlow, AP 304 – W D C Incorporation Services Pty Ltd, AP 306 – Robert James Solicitors, AP 307 Michael K Dundee & Associates Pty Ltd, AP 320 – Trumble & Palmer, AP 323 – Amcor Credit Co-op Ltd, AP 329 J P Metcalfe & Co, AP 331 – Hobday & Lipshut Lawyers, AP 332 – Leo Dimos & Associates, AP 336 – Trumble Szanto Lawyers, AP 342 – Riordan &

Partners, AP 344 – C A Haywod & Associates, AP 347 – Companies Express Pty Ltd, AP 348 – BT Queensland Pty Ltd, AP 349 – BHP Group Employees Credit Co-operative, AP 354 – Hall Solicitors, AP 355 – Bellbridge Hague, AP 364 – Harris Lieberman Boyd, AP 367 – Rutherford & Co, AP 370 – Swanton & Davidson, AP 371 – Wharton Partners Pty Ltd, AP 377 – Qantas Staff Credit Union Limited, AP 382 – Insurance Premium Finance Pty Ltd, AP 383 – Victorian Finance & Leasing Ltd, AP 388 – Howie & Maher, AP 390 – Wakeham Investments Pty Ltd, AP 391 – N C Gay & Co, AP 392 – Ristevski Basil, AP 394 – TNA & Associates, AP 395 – Michael P Buccheri, AP 398 – Campbell McAuley, AP 399 – Dasco Corporate Services, AP 404 – L W Management Services Pty Ltd, AP 408 – Australian Probate Estate and Asset, AP 412 – Osborne & Osborne Pty Ltd, AP 413 – Corporate Commercial Services Pty Ltd, AP 418 – Roberts Partners, AP 421 – Imat Holdings Pty Ltd, AP 422 – Fogarty Lawyers, AP 423 – Maroondah Credit Union Ltd, AP 424 – Heritage Building Society Ltd, AP 426 – NRMA Building Society Limited, AP 427 – Tass (Australia) Pty Ltd, AP 429 – AJCN Business Services Pty Ltd, AP 431 – Integrated Asset Management Pty Ltd, AP 433 – Leveraged Equities Ltd, AP 435 – Great Southern Finance, AP 436 – Tait Taylor Lawyers, AP 438 – David Gibbs & Associates, AP 440 – Bidgee Finance Ltd, AP 442 – Butler Pty Ltd.

to be no longer an “authorised person” in relation to the stamping of transfers of land, mortgages, bonds, debentures and covenants, marketable securities, leases, agreements to lease, assignments or transfers of lease and instruments of settlement.

DAVID POLLARD
Commissioner of State Revenue



Water Act 1989

NOTICE OF INTENTION TO DECLARE PROPERTIES SERVICED WITH RESPECT TO THE PROVISION OF WATER SUPPLY AND WASTEWATER SERVICES

Water and/or wastewater pipes have been laid and are available to provide services to each property in the areas referred below. The Central Gippsland Region Water Authority, trading as “Gippsland Water”, declares the properties to be serviced for the purpose of the **Water Act 1989**, from the date of Practical Completion Certificate and water and wastewater tariffs will be liable from that date.

WATER

SERVICED AREAS AS FOLLOWS:

LOCALITY	PROPERTY DESCRIPTION	PRACTICAL COMPLETION ISSUE DATE
Warragul:	Baw Baw Drive, Gwinear Court and Stoddarts Road Lots 23 to 26 & 41 to 48 on PS 444072W & Lots 21 & 22, 49 to 51 and 76 to 79 on PS 444071Y	30/10/2001
Warragul:	Jasmine Court Lots 1 to 3 on PS 442685U	14/12/2001
Traralgon:	Franklin Street and Mitchell Drive Lots 154 to 166 on PS 445363E,	24/09/2001

Traralgon:	Cross's Road and Ellenbrae Court Lots 1 to 15 on PS 424862D	08/06/2000
Traralgon:	Sundale Road, Napier Place and Cable Close, Lots 38 to 56 on PS 445359U	24/09/2001
	WASTEWATER SERVICED AREAS AS FOLLOWS:	
LOCALITY	PROPERTY DESCRIPTION	PRACTICAL COMPLETION ISSUE DATE
Warragul:	Baw Baw Drive, Gwinear Court and Stoddarts Road Lots 23 to 26 & 41 to 48 on PS 444072W & Lots 21 & 22, 49 to 51 and 76 to 79 on PS 444071Y	30/10/2001
Warragul:	Jasmine Court Lots 1 to 3 on PS 442685U	14/12/2001
Traralgon:	Franklin Street and Mitchell Drive Lots 154 to 166 on PS 445363E	24/09/2001
Traralgon:	Cross's Road and Ellenbrae Court Lots 1 to 15 on PS 424862D	04/04/2001
Traralgon:	Sundale Road, Napier Place and Cable Close, Lots 38 to 56 on PS 445359U	24/09/2001

JOHN MITCHELL
Chief Executive Officer

Water Act 1989

BULK ENTITLEMENT (LANCEFIELD) CONVERSION ORDER 2001

I, Sherryl Garbutt, as Minister administering the **Water Act 1989**, make the following Order –

1. CITATION
This Order may be cited as the Bulk Entitlement (Lancefield) Conversion Order 2001.
2. EMPOWERING PROVISIONS
This Order is made under sections 43 and 47 of the **Water Act 1989**.
3. COMMENCEMENT
This Order comes into operation on the day it is published in the Government Gazette.
4. DEFINITIONS
In this Order –
 - “Act” means the **Water Act 1989**;
 - “annual entitlement” means the total amount of water which the Authority may take from the system in any year;
 - “Authority” means the Western Region Water Authority;
 - “entitlement holder” means a person holding a bulk entitlement under the Act;
 - “licence” means any licence granted under Part 4 of the Act;
 - “Maribyrnong Basin Water Accounts” means an annual report, required by the Minister, on compliance by entitlement holders and licensees, respectively, in the Maribyrnong Basin, with the terms of their bulk entitlements or licences;

“Minister”, in relation to any provision, includes any person authorised by the Minister to act on the Minister’s behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under Section 306 of the Act;

“passing flow” means the flow in Monument Creek immediately downstream of the weir;

“Resource Manager” means any person appointed by the Minister to do all or any of the following –

- (a) prepare the Maribyrnong Basin Water Accounts; and
- (b) monitor whether entitlement holders in the Maribyrnong Basin comply with the conditions of their bulk entitlements; and
- (c) investigate and mediate disputes between entitlement holders in the Maribyrnong Basin; and
- (d) investigate and deal with significant unauthorised uses of water in the Maribyrnong Basin; and
- (e) supervise the qualification of any rights to water made by the Minister during periods of declared water shortage under section 13 of the Act;

“specified point” means immediately upstream of the weir on Monument Creek;

“storage” means the Lancefield Reservoir located on Garden Hut Creek;

“system” means the Lancefield Water Supply System which is comprised of the weir, the storage and connecting works;

“weir” means the Lancefield Diversion Weir located on Monument Creek;

“year” means the 12 months commencing 1 July.

5. CONVERSION TO A BULK ENTITLEMENT

All of the Authority’s entitlement to take water from Monument Creek, at the weir, and from Garden Hut Creek, at the storage, to supply water to Lancefield is converted to a bulk entitlement on the conditions set out in this Order.

6. BULK ENTITLEMENT

6.1 The Authority may take up to 315 ML of water from the system in any year, at a rate not exceeding –

- (a) 1.1 ML/d at the storage; and
 - (b) 0.85 ML/d at the weir –
- subject to the flow sharing arrangements specified in clause 7.

6.2 Subject to sub-clause 6.1, the Authority may, in any year, take up to -

- (a) 299 ML of water from the storage; and
- (b) 195 ML of water from the weir.

6.3 The Minister may vary the rates specified in sub-clause 6.1 to the extent necessary to carry out any transfer of some or all of this bulk entitlement which may be authorised under Division 1, Part 4 of the Act.

7. SHARE OF FLOW

7.1 The Authority may –

- (a) store all of the inflow to the storage when it is below full supply level specified in paragraph (b) of clause 9; and
- (b) divert all flow passing the specified point up to the rate specified in paragraph (b) of sub-clause 6.1, subject to the provision of the passing flow specified in clause 10.

- 7.2 The Authority must not take, as part of its bulk entitlement, any flow of water in Monument Creek or Garden Hut Creek which is being transferred by the holder of -
- (a) any other bulk entitlement or licence held by another person; or
 - (b) any licence -
- to a transferee pursuant to the Act.
- 7.3 The flow sharing arrangements set out in sub-clause 7.1 apply unless changes, recommended as part of a streamflow management plan for the Upper Maribyrnong River including Jacksons Creek and Deep Creek, are approved by the Minister. The Authority must participate in good faith in developing and negotiating any changes. Any change, approved as part of this process, will require amendment to sub-clause 7.1.
8. **RELEASES**
- The Authority may operate the storage and make releases from it as it sees fit, in order to satisfy its annual entitlement.
9. **SHARE OF CAPACITY**
- The Authority is entitled to -
- (a) all water at any time stored in the storage; and
 - (b) the full capacity of the storage up to 45 ML at full supply level of 521.8 metres Australian Height Datum -
- but may not use or transfer any more than its annual entitlement in any year.
10. **PASSING FLOW**
- 10.1 The Authority must provide the following minimum passing flow, calculated as follows:
- (a) when $F \leq 0.6$ ML/d, the minimum passing flow = F; and
 - (b) when $F > 0.6$ ML/d, the minimum passing flow = 0.6 ML/d,
- where -
- “F” means the flow past the specified point less any water being transferred under sub-clause 7.2.
- 10.2 The Authority is not required to provide a minimum passing flow downstream of the storage.
11. **MAKING ALLOWANCES**
- 11.1 In calculating water available to the Authority under this bulk entitlement at any point downstream of the system, allowance must be made for -
- (a) any losses from the Monument Creek or Garden Hut Creek downstream of the system; and
 - (b) the time taken by the flow to reach the other point from the system.
- 11.2 If the Authority proposes to take water under this entitlement from a point other than the weir or the storage, it must first -
- (a) propose to the Minister -
 - (i) fair, reasonable and representative means for calculating the allowances required by sub-clause 11.1; and
 - (ii) details of the proposed point and amount of the extraction; and
 - (b) ascertain and provide to the Minister any operational requirements of the Resource Manager; and
 - (c) satisfy the Minister that the proposal will have no impact on any other bulk entitlement or licence held by another person.

- 11.3 The Minister may –
- (a) approve a proposal made under sub-clause 11.2; or
 - (b) require the Authority to amend the proposal; and
 - (c) require the Authority –
 - (i) to review all or part of any proposal approved by the Minister if, in the Minister's opinion, it is, at any time, no longer fair, reasonable or representative; and
 - (ii) to make an amended proposal to the Minister.
- 11.4 The Authority must –
- (a) advise the Resource Manager in writing within 14 days of any proposal approved by the Minister under sub-clause 11.3; and
 - (b) provide the Resource Manager with such other information concerning the proposed diversion as the Resource Manager may, from time to time, require.
12. ENVIRONMENTAL OBLIGATIONS
- 12.1 The Authority must propose to the Minister, within 12 months of the date of this Order, a program to manage the environmental effects of the Authority's works in Monument Creek and Garden Hut Creek to take water under this bulk entitlement which includes –
- (a) impacts on the bed and banks of waterways in the vicinity of the works; and
 - (b) operational practices to remove silt from the works; and
 - (c) operational practices to manage the water quality in the works; and
 - (d) operational rules for the controlled releases of water from the storage to Garden Hut Creek; and
 - (e) operational rules for managing flood flows through the storage.
- 12.2 The Minister may –
- (a) approve the program proposed under sub-clause 12.1; or
 - (b) require the Authority to amend the proposed program; and
 - (c) require the Authority –
 - (i) to review the program approved by the Minister if, in the Minister's opinion, it is, at any time, no longer appropriate; and
 - (ii) to propose an amended program to the Minister.
- 12.3 The Authority must at its cost –
- (a) implement the approved program; and
 - (b) keep a record of all work undertaken under paragraph (a).
13. METERING PROGRAM
- 13.1 The Authority must propose to the Minister, within 12 months of the date of this Order, a metering program to determine –
- (a) the amount of water taken by the Authority from the weir and the storage under this bulk entitlement; and
 - (b) the flow past the specified point; and
 - (c) the passing flow; and
 - (d) the amount of water in the storage –
- for the purpose of assessing whether or not the Authority complies with this bulk entitlement.
- 13.2 The metering program prepared under sub-clause 13.1 must include details of any agreement between the Authority and any other person for measuring and calculating instream flows.

- 13.3 The Minister may –
- (a) approve the program proposed under sub-clause 13.1; or
 - (b) require the Authority to amend the proposed program; and
 - (c) require the Authority -
 - (i) to review the program approved by the Minister if, in the Minister's opinion, it is, at any time, no longer appropriate; and
 - (ii) to propose an amended program to the Minister.
- 13.4 The Authority must, at its cost, and in accordance with any guidelines issued from time to time by the Minister-
- (a) implement and maintain the approved metering program; and
 - (b) maintain metering equipment and associated measurement structures in good condition, ensure that metering equipment is periodically re-calibrated and, if rating curves are used to calculate flows, ensure that these curves are regularly checked and, if necessary, revised; and
 - (c) keep a record of all work undertaken under paragraph (b).
14. REPORTING REQUIREMENTS
- 14.1 The Authority may be required to report on all or any of the following matters, as provided in this clause:
- (a) the flow past the specified point;
 - (b) the passing flow;
 - (c) the daily amount of water taken from the weir and the storage under this bulk entitlement;
 - (d) the water level and the amount of water in the storage;
 - (e) the annual amount of water taken from the weir and the storage under this bulk entitlement;
 - (f) the approval, amendment and implementation of programs and proposals under clauses 11, 12 and 13;
 - (g) any temporary or permanent transfer of all or part of this bulk entitlement;
 - (h) any bulk entitlement or licence in respect of Monument Creek or Garden Hut Creek temporarily or permanently transferred to the Authority with respect to the system;
 - (i) any amendment to this bulk entitlement;
 - (j) any new bulk entitlement granted to the authority with respect to the system;
 - (k) any failure by the Authority to comply with any provision of this bulk entitlement;
 - (l) any difficulties experienced or anticipated by the Authority in complying with this bulk entitlement and any remedial action taken or proposed.
- 14.2 The Minister may require the Authority to report on all or any of the matters set out in sub-clause 14.1 –
- (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request.
- 14.3 The Authority must, for the period of the preceding year, report in its Annual Report on each of the matters set out in sub-clause 14.1, except –
- (a) paragraphs (a) to (c) of sub-clause 14.1 and
 - (b) with the approval of the Minister, any particular failure referred to in paragraph (k) of sub-clause 14.1.

- 14.4 The Resource Manager may require the Authority to report to it, from time to time, on all or any of the matters set out in sub-clause 14.1.
- 14.5 Any report under sub-clause 14.4 must be made –
- (a) in such form as may be agreed between the Authority and the Resource Manager; and
 - (b) unless the Authority and the Resource Manager agree otherwise -
 - (i) within 24 hours of the Authority receiving a request for a report on any matter set out in paragraphs (a) to (d) of sub-clause 14.1; or
 - (ii) within 14 days of the Authority receiving a request for a report on any matter set out in paragraphs (e) to (l) of sub-clause 14.1.
15. WATER RESOURCE MANAGEMENT COSTS
- 15.1 Subject to sub-clause 16.1, the Authority must pay the Resource Manager a fair and reasonable proportion of the costs incurred by the Resource Manager to –
- (a) prepare the Maribyrnong Basin Water Accounts; and
 - (b) monitor whether entitlement holders in the Maribyrnong Basin comply with the conditions of their bulk entitlements; and
 - (c) investigate and mediate disputes between entitlement holders in the Maribyrnong Basin; and
 - (d) investigate and deal with significant unauthorised uses of water in the Maribyrnong Basin; and
 - (e) supervise the qualification of any rights to water made by the Minister during periods of declared water shortage under section 13 of the Act;
- 15.2 The proportion of the costs referred to in sub-clause 15.1 is to be determined by the Resource Manager under paragraph 16.3.
16. DUTY TO KEEP ACCOUNTS AND FIX PROPORTIONS
- 16.1 The Authority is not obliged to make any payment to the Resource Manager, under clause 15 unless the Resource Manager chooses to comply with the provisions of this clause relevant to that payment.
- 16.2 Separate accounts of all costs and payments must be kept by the Resource Manager in respect to sub-clause 15.1.
- 16.3 The Resource Manager must, by 1 February in any year, determine for the Authority, in respect of the ensuing year, a fair and reasonable proportion of the costs referred to in sub-clause 15.1 and provide the Authority with estimates of the amount payable.
- 16.4 Accounts required to be kept under this clause must be made available for inspection by the Authority upon request.
17. DUTY TO MAKE PAYMENTS
- Any amount payable by the Authority under sub-clause 15.1 must be paid in arrears, within 28 days of the Authority receiving an invoice, unless the Authority and the person to whom the amount is payable agree otherwise.
18. DATA
- 18.1 Subject to clause 13, the Minister will use the Minister's best endeavours to ensure that all hydrological and other data required by the Authority to comply with this bulk entitlement are made available to the Authority.
- 18.2 The Authority must make available data collected for the purpose of the metering program and reporting under clauses 13 and 14 to any person, subject to the person paying any fair and reasonable access fee imposed by the Authority, to cover the costs of making the data available.

19. DISPUTE RESOLUTION

- 19.1 If any difference or dispute arises between the Authority, the Minister and, with its consent, the Resource Manager, or any of them (the “parties”) concerning the interpretation or application of this Order, which is not resolved within 14 days of it arising, any party may give written notice to the others requiring the matter to be determined by an independent expert, if it is not otherwise resolved, within 14 days of that notice.
- 19.2 The independent expert will be either –
- (a) a person agreed on by the parties to the difference or dispute; or
 - (b) if those parties cannot agree, a person nominated by the Minister.
- 19.3 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.
- 19.4 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.
- 19.5 (a) In any difference or dispute to which the Minister is a party the independent expert must express the conclusion as a recommendation.
- (b) The Minister must consider any recommendation made under paragraph (a) before deciding to give a direction under section 307 or to take any other action under the Act in relation to the difference or dispute.
- 19.6 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 19.7 The apportionment of the costs of and incidental to every reference, including the costs of the independent expert, shall be at the discretion of the independent expert.

Dated 13 December 2001

Signed:

SHERRYL GARBUTT,
Minister administering the **Water Act 1989**

Note: An explanatory note that accompanies this Order is available from the Department of Natural Resources and Environment.

Water Act 1989

BULK ENTITLEMENT (RIDDELLS CREEK) CONVERSION ORDER 2001

I, Sherryl Garbutt, as Minister administering the **Water Act 1989**, make the following Order –

1. CITATION
This Order may be cited as the Bulk Entitlement (Riddells Creek) Conversion Order 2001.
2. EMPOWERING PROVISIONS
This Order is made under sections 43 and 47 of the Water Act 1989.
3. COMMENCEMENT
This Order comes into operation on the day it is published in the Government Gazette.
4. DEFINITIONS
In this Order –
“Act” means the **Water Act 1989**;
“annual entitlement” means the total amount of water which the Authority may take from the waterway in any year;

“Authority” means the Western Region Water Authority;

“entitlement holder” means a person holding a bulk entitlement under the Act;

“licence” means any licence granted under Part 4 of the Act;

“Maribyrnong Basin Water Accounts” means an annual report, required by the Minister, on compliance by entitlement holders and licensees, respectively, in the Maribyrnong Basin, with the terms of their bulk entitlements or licences;

“Minister”, in relation to any provision, includes any person authorised by the Minister to act on the Minister’s behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under Section 306 of the Act;

“Resource Manager” means any person appointed by the Minister to do all or any of the following –

- (a) prepare the Maribyrnong Basin Water Accounts; and
- (b) monitor whether entitlement holders in the Maribyrnong Basin comply with the conditions of their bulk entitlements; and
- (c) investigate and mediate disputes between entitlement holders in the Maribyrnong Basin; and
- (d) investigate and deal with significant unauthorised uses of water in the Maribyrnong Basin; and
- (e) supervise the qualification of any rights to water made by the Minister during periods of declared water shortage under section 13 of the Act;

“specified point” means immediately upstream of the weir on the waterway;

“waterway” means the Main Creek;

“weir” means the Riddells Creek diversion weir located on the waterway;

“year” means the 12 months commencing 1 July.

5. CONVERSION TO A BULK ENTITLEMENT

All of the Authority’s entitlement to take water from the waterway to supply water to the Riddells Creek Water Supply System is converted to a bulk entitlement on the conditions set out in this Order.

6. BULK ENTITLEMENT

The Authority may take a share of flow in the waterway specified in clause 7, up to a total of 300 ML in any year from April to January inclusive.

7. SHARE OF FLOW

7.1 The Authority may take a share of the flow in the waterway passing the specified point, calculated as follows:

- (a) February and March:
E=0, and
- (b) from April to January:
when $0 < F \leq 0.5$ ML/day,
E = 0, and
when $0.5 < F \leq 1.0$ ML/day,
E = F – 0.5 ML/day, and
when $F > 1.0$ ML/day,
E = 1.0 ML/day.

where –

“E” means the Authority’s entitlement; and

“F” means the flow past the specified point less any amount of water under transfer pursuant to sub-clause 7.2.

- 7.2 The Authority is not entitled to any flow past the specified point, as part of its bulk entitlement, which is being transferred by the holder of –
- (a) any other bulk entitlement or licence held by another person; or
 - (b) any licence –
- to a transferee pursuant to the Act.
- 7.3 The flow sharing arrangements set out in sub-clause 7.1 apply unless changes, recommended as part of a streamflow management plan for the Upper Maribyrnong River including Jacksons Creek and Deep Creek, are approved by the Minister. The Authority must participate in good faith in developing and negotiating any changes. Any change, approved as part of this process, will require amendment to sub-clause 7.1.
8. MAKING ALLOWANCES
- 8.1 In calculating water available to the Authority under this bulk entitlement at any point downstream of the specified point, allowance must be made for –
- (a) any losses of water incurred between that point and the specified point; and
 - (b) the time taken by the flow to reach that point from the specified point.
- 8.2 If the Authority proposes to take water under this entitlement from a point other than the weir, it must first –
- (a) propose to the Minister –
 - (i) fair, reasonable and representative means for calculating the allowances required by sub-clause 8.1; and
 - (ii) details of the proposed location and amount of the extraction; and
 - (b) ascertain and provide to the Minister any operational requirements of the Resource Manager; and
 - (c) satisfy the Minister that the proposal will have no impact on any other bulk entitlement or licence held by another person.
- 8.3 The Minister may –
- (a) approve a proposal made under sub-clause 8.2; or
 - (b) require the Authority to amend the proposal; and
 - (c) require the Authority –
 - (i) to review all or part of any proposal approved by the Minister if, in the Minister's opinion, it is, at any time, no longer fair, reasonable or representative; and
 - (ii) to make an amended proposal to the Minister.
- 8.4 The Authority must -
- (a) advise the Resource Manager in writing within 14 days of any proposal approved by the Minister under sub-clause 8.3; and
 - (b) provide the Resource Manager with such other information concerning the proposed diversion as the Resource Manager may, from time to time, require.
9. ENVIRONMENTAL OBLIGATIONS
- 9.1 The Authority must propose to the Minister, within 12 months of the date of this Order, a program to manage the environmental effects of the Authority's works to take water under this bulk entitlement which includes -
- (a) impacts on the bed and banks of the waterway in the vicinity of the Authority's works; and
 - (b) operational practices to remove silt from works; and
 - (c) operational practices to manage the water quality in works on the waterway.

- 9.2 The Minister may –
- (a) approve the program proposed under sub-clause 9.1; or
 - (b) require the Authority to amend the proposed program; and
 - (c) require the Authority –
 - (i) to review the program approved by the Minister if, in the Minister's opinion, it is, at any time, no longer appropriate; and
 - (ii) to propose an amended program to the Minister.
- 9.3 The Authority, must at its cost –
- (a) implement the approved program; and
 - (b) keep a record of all work undertaken under paragraph (a).
10. METERING PROGRAM
- 10.1 The Authority, must propose to the Minister, within 12 months of the date of this Order, a metering program to determine –
- (a) the flow in the waterway at the specified point; and
 - (b) the passing flow; and
 - (c) the amount of water taken by the Authority under this bulk entitlement –
for the purpose of assessing whether or not the Authority complies with this bulk entitlement.
- 10.2 The metering program prepared under sub-clause 10.1 must include details of any agreement between the Authority and any other person for measuring and calculating of in-stream flows.
- 10.3 The Minister may –
- (a) approve the program proposed under sub-clause 10.1; or
 - (b) require the Authority to amend the proposed program; and
 - (c) require the Authority –
 - (i) to review the program approved by the Minister if, in the Minister's opinion, it is, at any time, no longer appropriate; and
 - (ii) to propose an amended program to the Minister.
- 10.4 The Authority must, at its cost, and in accordance with any guidelines issued from time to time by the Minister –
- (a) implement and maintain the approved metering program; and
 - (b) maintain metering equipment and associated measurement structures in good condition, ensure that metering equipment is periodically re-calibrated and, if rating curves are used to calculate flows, ensure that the curves are regularly checked and, if necessary, revised; and
 - (c) keep a record of all work undertaken under paragraph (b).
11. REPORTING REQUIREMENTS
- 11.1 The Authority may be required to report on all or any of the following matters, as provided in this clause:
- (a) the flow past the specified point;
 - (b) the passing flow;
 - (c) the daily amount of water taken under this bulk entitlement;
 - (d) the approval, amendment and implementation of programs and proposals under clauses 8, 9 and 10;
 - (e) the annual amount of water taken under this bulk entitlement;
 - (f) any temporary or permanent transfer of all or part of this bulk entitlement;

- (g) any bulk entitlement or licence in respect of the waterway temporarily or permanently transferred to the Authority with respect to the Riddells Creek Water Supply System;
 - (h) any amendment to this bulk entitlement;
 - (i) any new bulk entitlement granted to the Authority with respect to the Riddells Creek Water Supply System;
 - (j) any failure by the Authority to comply with any provision of this bulk entitlement;
 - (k) any difficulties experienced or anticipated by the Authority in complying with this bulk entitlement and any remedial action taken or proposed.
- 11.2 The Minister may require the Authority to report on all or any of the matters set out in sub-clause 11.1 –
- (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request.
- 11.3 The Authority must, for the period of the preceding year, report in its Annual Report on each of the matters set out in sub-clause 11.1, except –
- (a) paragraph (a) of sub-clause 11.1; and
 - (b) with the approval of the Minister, any particular failure referred to in paragraph (h) of sub-clause 11.1.
- 11.4 The Resource Manager may require the Authority to report to it, from time to time, on all or any of the matters set out in sub-clause 11.1.
- 11.5 Any report under sub-clause 11.4 must be made –
- (a) in such form as may be agreed between the Authority and the Resource Manager; and
 - (b) unless the Authority and the Resource Manager agree otherwise –
 - (i) within 24 hours of the Authority receiving a request for a report on any matter set out in paragraphs (a) to (c) of sub-clause 11.1; or
 - (ii) within 14 days of the Authority receiving a request for a report on any matter set out in paragraphs (d) to (i) of sub-clause 11.1
12. WATER RESOURCE MANAGEMENT COSTS
- 12.1 Subject to sub-clause 13.1, the Authority must pay the Resource Manager a fair and reasonable proportion of the costs incurred by the Resource Manager to –
- (a) prepare the Maribyrnong Basin Water Accounts; and
 - (b) monitor whether entitlement holders in the Maribyrnong Basin comply with the conditions of their bulk entitlements; and
 - (c) investigate and mediate disputes between entitlement holders in the Maribyrnong Basin; and
 - (d) investigate and deal with significant unauthorised uses of water in the Maribyrnong Basin; and
 - (e) supervise the qualification of any rights to water made by the Minister during periods of declared water shortage under section 13 of the Act.
- 12.2 The proportion of the costs referred to in sub-clause 12.1 is to be determined by the Resource Manager under sub-clause 13.3.
13. DUTY TO KEEP ACCOUNTS AND FIX PROPORTIONS
- 13.1 The Authority is not obliged to make any payment to the Resource Manager under clause 12 unless the Resource Manager chooses to comply with the provisions of this clause relevant to that payment.

- 13.2 Separate accounts of all costs and payments must be kept by the Resource Manager in respect to sub-clause 12.1.
- 13.3 The Resource Manager must, by 1 February in any year, determine for the Authority, for the ensuing year, a fair and reasonable proportion of the costs referred to in sub-clause 12.1 and provide the Authority with estimates of the amount payable.
- 13.4 Accounts required to be kept under this clause must be made available for inspection by the Authority upon request.
14. DUTY TO MAKE PAYMENTS
- Any amount payable by the Authority under sub-clause 12.1 must be paid in arrears, within 28 days of the Authority receiving an invoice, unless the Authority and Resource Manager agree otherwise.
15. DATA
- 15.1 Subject to clause 10, the Minister will use the Minister's best endeavours to ensure that all hydrological and other data required by the Authority to comply with this bulk entitlement are made available to the Authority.
- 15.2 The Authority must make available data collected for the purpose of the metering program and reporting under clauses 10 and 11 to any person, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available.
16. DISPUTE RESOLUTION
- 16.1 If any difference or dispute arises between the Authority, the Minister and, with its consent, the Resource Manager, or any of them (the "parties") concerning the interpretation or application of this Order, which is not resolved within 14 days of it arising, any party may give written notice to the others requiring the matter to be determined by an independent expert, if it is not otherwise resolved, within 14 days of that notice.
- 16.2 The independent expert will be either –
- (a) a person agreed on by the parties to the difference or dispute; or
 - (b) if those parties cannot agree, a person nominated by the Minister.
- 16.3 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.
- 16.4 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.
- 16.5 (a) In any difference or dispute to which the Minister is a party, the independent expert must express the conclusion as a recommendation.
- (b) The Minister must consider any recommendation made under paragraph (a) before deciding to give a direction under section 307 or to take any other action under the Act in relation to the difference or dispute.
- 16.6 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.
- 16.7 The apportionment of the costs of and incidental to every reference, including the costs of the independent expert, shall be at the discretion of the independent expert.

Dated 13 December 2001

Signed:
SHERRYL GARBUTT,
Minister administering the **Water Act 1989**

Note: An explanatory note that accompanies this Order is available from the Department of Natural Resources and Environment.

Water Act 1989

BULK ENTITLEMENT (ROMSEY) CONVERSION ORDER 2001

I, Sherryl Garbutt, as Minister administering the **Water Act 1989**, make the following Order –

1 CITATION

This Order may be cited as the Bulk Entitlement (Romsey) Conversion Order 2001.

2 EMPOWERING PROVISIONS

This Order is made under sections 43 and 47 of the **Water Act 1989**.

3 COMMENCEMENT

This Order comes into operation on the day it is published in the Government Gazette.

4 DEFINITIONS

In this Order –

“Act” means the **Water Act 1989**;

“annual entitlement” means the total amount of water which the Authority may take from the waterway in any year;

“Authority” means the Western Region Water Authority;

“drought reserve” means an entitlement which enables the Authority to refill its storage after a drought;

“entitlement holder” means a person holding a bulk entitlement under the Act;

“licence” means any licence granted under Part 4 of the Act;

“Maribyrnong Basin Water Accounts” means an annual report, required by the Minister, on compliance by entitlement holders and licensees, respectively, in the Maribyrnong Basin, with the terms of their bulk entitlements or licences;

“Minister”, in relation to any provision, includes any person authorised by the Minister to act on the Minister’s behalf in relation to that provision, or to whom the Minister has delegated the relevant power, discretion, function, authority or duty under Section 306 of the Act;

“Resource Manager” means any person appointed by the Minister to do all or any of the following -

- (a) prepare the Maribyrnong Basin Water Accounts; and
- (b) monitor whether entitlement holders in the Maribyrnong Basin comply with the conditions of their bulk entitlements; and
- (c) investigate and mediate disputes between entitlement holders in the Maribyrnong Basin; and
- (d) investigate and deal with significant unauthorised uses of water in the Maribyrnong Basin; and
- (e) supervise the qualification of any rights to water made by the Minister during periods of declared water shortage under section 13 of the Act;

“specified point” means immediately upstream of the weir on the waterway;

“waterway” means the Bolinda Creek;

“weir” means the Romsey diversion weir located on the waterway;

“year” means the 12 months commencing 1 July.

5 CONVERSION TO A BULK ENTITLEMENT

All of the Authority’s entitlement to take water from the waterway to supply water to the Romsey Water Supply System is converted to a bulk entitlement on the conditions set out in this Order.

6 BULK ENTITLEMENT

The Authority may take –

- (a) up to 460 ML of water from the waterway in any year; and
- (b) once the amount in paragraph (a) has been taken, any amount of water in the drought reserve specified in clause 8 –

subject to the flow sharing arrangements specified in clause 7.

7 SHARE OF FLOW

7.1 The Authority may take a share of the flow in the waterway passing the specified point, calculated as follows:

- (a) when $0 < F < 4.4$ ML/day,
 $E = \frac{1}{2} F$ ML/day,
- (b) when $4.4 < F < 11$ ML/day,
 $E = F - 3.0$ ML/day,
- (c) when $11 < F < 16.4$ ML/day,
 $E = F - 3.3$ ML/day,
- (d) when $16.4 < F < 22.7$ ML/day,
 $E = F - 3.6$ ML/day,
- (e) when $F > 22.7$ ML/day,
 $E = F - 3.8$ ML/day,
- (f) when $F > 35.8$ ML/day,
 $E = 32$ ML/day,

where –

“E” means the Authority’s entitlement; and

“F” means the flow past the specified point less any amount of water being transferred under sub-clause 7.2.

7.2 The flow sharing arrangements set out in sub-clause 7.1 apply unless changes, recommended as part of a streamflow management plan for the Upper Maribyrnong River including Jacksons Creek and Deep Creek, are approved by the Minister. The Authority must participate in good faith in developing and negotiating any changes. Any change, approved as part of this process, will require amendment to sub-clause 7.1.

7.3 The Authority is not entitled to any flow past the specified point, as part of its bulk entitlement, which is being transferred by the holder of –

- (a) any other bulk entitlement or licence held by another person; or
- (b) any licence –

to a transferee pursuant to the Act.

8 DROUGHT RESERVE

8.1 The Authority may establish a drought reserve of up to 280 ML

8.2 On the 1 July in any year, the Authority may credit to its drought reserve an amount equal to the unused annual entitlement for the preceding year.

8.3 The amount taken from the waterway in any year by the Authority in excess of its annual entitlement must not exceed the amount in the drought reserve.

9 MAKING ALLOWANCES

9.1 In calculating water available to the Authority under this bulk entitlement at any point downstream of the specified point, allowance must be made for –

- (a) any losses of water incurred between that point and the specified point; and
- (b) the time taken by the flow to reach that point from the specified point.

- 9.2 If the Authority proposes to take water under this entitlement from a point other than the weir, it must first –
- (a) propose to the Minister –
 - (i) fair, reasonable and representative means for calculating the allowances required by sub-clause 9.1; and
 - (ii) details of the proposed location and amount of the extraction; and
 - (b) ascertain and provide the Minister with any operational requirements of the Resource Manager; and
 - (c) satisfy the Minister that the proposal will have no impact on any other bulk entitlement or licence held by another person.
- 9.3 The Minister may –
- (a) approve a proposal made under sub-clause 9.2; or
 - (b) require the Authority to amend the proposal; and
 - (c) require the Authority –
 - (i) to review all or part of any proposal approved by the Minister if, in the Minister's opinion, it is, at any time, no longer fair, reasonable or representative; and
 - (ii) to make an amended proposal to the Minister.
- 9.4 The Authority must –
- (a) advise the Resource Manager in writing within 14 days of any proposal approved by the Minister under sub-clause 9.3; and
 - (b) provide the Resource Manager with such other information concerning the proposed diversion as the Resource Manager may, from time to time, require.
- 10 ENVIRONMENTAL OBLIGATIONS
- 10.1 The Authority must propose to the Minister, within 12 months of the date of this Order, a program to manage the environmental effects of the Authority's works to take water under this bulk entitlement which includes –
- (a) impacts on the bed and banks of the waterway in the vicinity of the Authority's works; and
 - (b) operational practices to remove silt from works; and
 - (c) operational practices to manage the water quality in works on the waterway.
- 10.2 The Minister may –
- (a) approve the program proposed under sub-clause 10.1; or
 - (b) require the Authority to amend the proposed program; and
 - (c) require the Authority –
 - (1) to review the program approved by the Minister if, in the Minister's opinion, it is, at any time, no longer appropriate; and
 - (2) to propose an amended program to the Minister.
- 10.3 The Authority, must at its cost –
- (a) implement the approved program; and
 - (b) keep a record of all work undertaken under paragraph (a).
- 11 METERING PROGRAM
- 11.1 The Authority, must propose to the Minister, within 12 months of the date of this Order, a metering program to determine –
- (a) the flow in the waterway at the specified point; and
 - (b) the passing flow; and

- (c) the amount of water taken by the Authority under this bulk entitlement - for the purpose of assessing whether or not the Authority complies with this bulk entitlement.
 - 11.2 The metering program prepared under sub-clause 11.1 must include details of any agreement between the Authority and any other person for measuring and calculating instream flows.
 - 11.3 The Minister may –
 - (a) approve the program proposed under sub-clause 11.1; or
 - (b) require the Authority to amend the proposed program; and
 - (c) require the Authority -
 - (1) to review the program approved by the Minister if, in the Minister's opinion, it is, at any time, no longer appropriate; and
 - (2) to propose an amended program to the Minister.
 - 11.4 The Authority, must at its cost, and in accordance with any guidelines issued from time to time by the Minister –
 - (a) implement and maintain the approved metering program; and
 - (b) maintain metering equipment and associated measurement structures in good condition, ensure that metering equipment is periodically re-calibrated and, if rating curves are used to calculate flows, ensure that these curves are regularly checked and if necessary revised; and
 - (c) keep a record of all work undertaken under paragraph (b).
- 12 REPORTING REQUIREMENTS
- 12.1 The Authority may be required to report on all or any of the following matters, as provided in this clause:
 - (a) the flow past the specified point;
 - (b) the passing flow;
 - (c) the daily amount of water taken by the Authority from the waterway;
 - (d) the approval, amendment and implementation of programs and proposals under clauses 9, 10 and 11;
 - (e) the annual amount of water taken under this entitlement;
 - (f) the volume in, added to and removed from the carryover account;
 - (g) any temporary or permanent transfer of all or part of this bulk entitlement;
 - (h) any bulk entitlement or licence in respect of the waterway temporarily or permanently transferred to the Authority with respect to the Romsey Water Supply System;
 - (i) any amendment to this bulk entitlement;
 - (j) any new bulk entitlement granted to the Authority with respect to the Romsey Water Supply System;
 - (k) any failure by the Authority to comply with any provision of this bulk entitlement;
 - (l) any difficulties experienced or anticipated by the Authority in complying with this bulk entitlement and any remedial action taken or proposed.
 - 12.2 The Minister may require the Authority to report on all or any of the matters set out in sub-clause 12.1 –
 - (a) in writing, or in such electronic form as may be agreed between the Authority and the Minister; and
 - (b) within 14 days of receiving the Minister's written request.

- 12.3 The Authority must, for the period of the preceding year, report in its Annual Report on each of the matters set out in sub-clause 12.1, except –
- (a) paragraphs (a) to (c) of sub-clause 12.1; and
 - (b) with the approval of the Minister, any particular failure referred to in paragraph (k) of sub-clause 12.1.
- 12.4 The Resource Manager may require the Authority to report to it, from time to time, on all or any of the matters set out in sub-clause 12.1.
- 12.5 Any report under sub-clause 12.4 must be made –
- (a) in such form as may be agreed between the Authority and the Resource Manager; and
 - (b) unless the Authority and the Resource Manager agree otherwise –
 - (i) within 24 hours of the Authority receiving a request for a report on any matter set out in paragraphs (a) to (c) of sub-clause 12.1; or
 - (ii) within 14 days of the Authority receiving a request for a report on any matter set out in paragraphs (d) to (l) of sub-clause 12.1.
- 13 WATER RESOURCE MANAGEMENT COSTS
- 13.1 Subject to sub-clause 14.1, the Authority must pay the Resource Manager a fair and reasonable proportion of the costs incurred by the Resource Manager to –
- (a) prepare the Maribyrnong Basin Water Accounts; and
 - (b) monitor whether entitlement holders in the Maribyrnong Basin comply with the conditions of their bulk entitlements; and
 - (c) investigate and mediate disputes between entitlement holders in the Maribyrnong Basin; and
 - (d) investigate and deal with significant unauthorised uses of water in the Maribyrnong Basin; and
 - (e) supervise the qualification of any rights to water made by the Minister during periods of declared water shortage under section 13 of the Act.
- 13.2 The proportion of the costs referred to in sub-clause 13.1 is to be determined by the Resource Manager under sub-clause 14.3.
- 14 DUTY TO KEEP ACCOUNTS AND FIX PROPORTIONS
- 14.1 The Authority is not obliged to make any payment to the Resource Manager, under clause 13 unless the Resource Manager chooses to comply with the provisions of this clause relevant to that payment.
- 14.2 Separate accounts of all costs and payments must be kept by the Resource Manager in respect to sub-clause 13.1.
- 14.3 The Resource Manager must, by 1 February in any year, determine for the Authority, in respect of the ensuing year, a fair and reasonable proportion of the costs referred to in sub-clause 13.1 and provide the Authority with estimates of the amount payable.
- 14.4 Accounts required to be kept under this clause must be made available for inspection by the Authority upon request.
- 15 DUTY TO MAKE PAYMENTS
- Any amount payable by the Authority under sub-clause 13.1 must be paid in arrears, within 28 days of the Authority receiving an invoice, unless the Authority and Resource Manager agree otherwise.
- 16 DATA
- 16.1 Subject to clause 11, the Minister will use the Minister's best endeavours to ensure that all hydrological and other data required by the Authority to comply with this bulk entitlement are made available to the Authority.

16.2 The Authority must make available data collected for the purpose of the metering program and reporting under clauses 11 and 12 to any person, subject to the person paying any fair and reasonable access fee imposed by the Authority to cover the costs of making the data available.

17 DISPUTE RESOLUTION

17.1 If any difference or dispute arises between the Authority, the Minister and, with its consent, the Resource Manager, or any of them (the "parties") concerning the interpretation or application of this Order, which is not resolved within 14 days of it arising, any party may give written notice to the others requiring the matter to be determined by an independent expert, if it is not otherwise resolved, within 14 days of that notice.

17.2 The independent expert will be either –

- (a) a person agreed on by the parties to the difference or dispute; or
- (b) if those parties cannot agree, a person nominated by the Minister.

17.3 The independent expert must reach a conclusion on the matter within 30 days of it being referred, but has power to extend the period for reaching a conclusion on the matter by a further 30 days.

17.4 The independent expert must send a copy of the conclusion and its supporting reasons to each party to the difference or dispute.

- 17.5 (a) In any difference or dispute to which the Minister is a party, the independent expert must express the conclusion as a recommendation.
- (b) The Minister must consider any recommendation made under paragraph (a) before deciding to give a direction under section 307 or to take any other action under the Act in relation to the difference or dispute.

17.6 In any difference or dispute to which the Minister is not a party, any conclusion by an independent expert is final and binding on the parties.

17.7 The apportionment of the costs of and incidental to every reference, including the costs of the independent expert, shall be at the discretion of the independent expert.

Dated 27 December 2001

Signed:

SHERRYL GARBUTT,

Minister administering the **Water Act 1989**

Note: An explanatory note that accompanies this Order is available from the Department of Natural Resources and Environment.

Private Agents Act 1966

**NOTICE OF RECEIPT OF APPLICATIONS FOR LICENCES UNDER THE PROVISIONS OF
THE PRIVATE AGENTS ACT 1966**

I, the undersigned, being the Deputy Registrar of the Magistrates' Court at Ballarat hereby give notice that applications, as under, have been lodged for hearing by the said Court on the date specified.

Any person desiring to object to any of such applications must:–

- (a) lodge with me a notice in the prescribed form of his objection and of the grounds thereof;
- (b) cause a copy of such notice to be served personally or by post upon the applicant at least three days before the hearing of the application; and

- (c) send or deliver
- (i) where the objection is not made by the officer in charge of the police district in which the Court is situated — a copy of the notice to such officer; and
 - (ii) where the objection is not made by the Registrar or Deputy Registrar — a copy to the Registrar.

<i>Full name of Applicant or in the case of a Firm or Corporation, of the Nominee</i>	<i>Place of Abode of Applicant or Nominee</i>	<i>Name of Firm or Corporation</i>	<i>Address for Registration</i>	<i>Type of Licence</i>	<i>Date of Hearing of Application</i>
Davies Colin Vincent	11 Orr Street, Creswick 3363		11 Orr Street, Creswick 3363	Commer- cial Agent Individual	2.1.2002

Dated at Ballarat 4 December 2001

STEPHEN J. KIRKPATRICK
Deputy Registrar of the Magistrates' Court

Flora and Fauna Guarantee Act 1988

The **Flora and Fauna Guarantee Act 1988** enables members of the public to nominate species, communities and potentially threatening processes for listing under the Act. Nominations under the Act are considered by a Scientific Advisory Committee, which makes recommendations to the Minister.

The Committee has made a number of final and preliminary recommendations. A Recommendation Report has been prepared for each final and preliminary recommendation. Copies of the reports can be obtained from the Head Office and major country offices of the Department of Natural Resources and Environment. The **Flora and Fauna Guarantee Act 1988** and the Flora and Fauna Guarantee Regulations 1991 can be viewed at these offices.

Submissions supplying evidence that confirm or contradict the preliminary recommendations will be accepted until 30 January 2002. Please note that the Scientific Advisory Committee considers only nature conservation issues.

There is no public comment period for final recommendations. Submissions marked CONFIDENTIAL should be sent to:

Scientific Advisory Committee, c/o Flora and Fauna Statewide Programs, Dept. Natural Resources and Environment, PO Box 500, 4/250 Victoria Pde., East Melbourne 3002.

For inquiries regarding the **Flora and Fauna Guarantee Act 1988** please contact Martin O'Brien (03) 9412 4567. For information on specific items please contact Parks Flora & Fauna staff at NRE offices.

MARTIN O'BRIEN
Executive Officer, Scientific Advisory Committee

FINAL RECOMMENDATIONS OF THE SCIENTIFIC ADVISORY COMMITTEE

The Scientific Advisory Committee has made a final recommendation on the evidence available, in accordance with Section 15 of the Act, that the nominations for listing of the following items be supported in accordance with Section 11 of the **Flora and Fauna Guarantee Act 1988**.

Items supported for listing		Criterion/criteria satisfied
491 <i>Caladenia</i> sp. aff. <i>rosella</i> (Violet Town)	Violet Town Spider-orchid	1.2.1, 1.2.2
568 <i>Callitriche brachycarpa</i>	Short water-starwort	1.1, 1.2, 1.2.1
569 <i>Callitriche cyclocarpa</i>	Western Water-starwort	1.1, 1.2, 1.2.1
570 <i>Cyperus nervulosus</i>	Annual Flat-sedge	1.2, 1.2.1
567 <i>Myriophyllum gracile</i> var. <i>lineare</i>	Slender Water-milfoil	1.2, 1.2.1
571 <i>Myriophyllum porcatum</i>	Ridged Water-milfoil	1.2.1
572 <i>Myriophyllum striatum</i>	Striped Water-milfoil	1.2, 1.2.1
565 High frequency fire resulting in disruption of life cycle processes in plants and animals and loss of vegetation structure and composition.		5.1, 5.1.1, 5.1.2

The reason that the nominations are supported is that the items satisfy at least one primary criterion of the set of criteria maintained under Section 11 of the Act and stated in Schedule 1 of the Flora and Fauna Guarantee Regulations 1991.

Item not supported for listing

574 <i>Macquaria ambigua</i>	Golden Perch	Rejected
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The reason that the nomination is not supported is that the item does not satisfy at least one primary criterion of the set of criteria maintained under Section 11 of the Act.

PRELIMINARY RECOMMENDATIONS OF THE SCIENTIFIC ADVISORY COMMITTEE

The Scientific Advisory Committee has made preliminary recommendations on the evidence available, in accordance with Section 14 of the Act, that the nominations for listing of the following items be supported or not supported in accordance with Section 11 of the **Flora and Fauna Guarantee Act 1988**.

Items supported for listing		Criterion/criteria satisfied
548 <i>Acanthiza iredalei hedleyi</i>	Slender-billed Thornbill	1.2.1
580 <i>Allocharopa erskinensis</i>	land snail species	1.2.1
588 <i>Anoetangium bellii</i>	Kiwi Cave-moss	1.2, 1.2.1
558 <i>Antechinus minimus</i>	Swamp Antechinus	1.1, 1.2, 1.2.1
566 <i>Arachnocampa species</i>	'Mt Buffalo Glow-worm'	1.2.1
589 <i>Bartramia bogongia</i>	Bogong Apple-moss	1.2, 1.2.1
562 <i>Calidris tenuirostris</i>	Great Knot	1.1, 1.2.1
590 <i>Campyllum polygamum</i>	Shore Feather-moss	1.2.1
554 <i>Coracina maxima</i>	Ground Cuckoo-Shrike	1.1.2, 1.2.1
582 <i>Dermochelys coriacea</i>	Leathery Turtle	1.2.1
581 <i>Geminoropa scindocataracta</i>	land snail species	1.2.1
563 <i>Heteroscelus brevipes</i>	Grey-tailed Tattler	1.1, 1.2.1
593 <i>Isoetes pusilla</i>	Small Quillwort	1.2, 1.2.1
585 <i>Lerista muelleri</i>	Mueller's Skink	1.2, 1.2.1
553 <i>Macropus robustus robustus</i>	Eastern Wallaroo	1.2.1
586 <i>Morethia adelaidensis</i>	Samphire Skink	1.1, 1.2, 1.2.1
579 <i>Nymphoides spinulosperma</i>	Marbled Marshwort	1.2.1
583 <i>Pedinophyllum monoicum</i>	Southern Pedinophyllum	1.2, 1.2.1

561	<i>Potorous tridactylus tridactylus</i>	Long-nosed Potoroo	1.1, 1.2, 1.2.1
547	<i>Pyrrholaemus brunneus</i>	Redthroat	1.2, 1.2.1
591	<i>Riccardia eriocaula</i>	Feather-fan Riccardia	1.2, 1.2.1
592	<i>Riella spiculata</i>	Spiny-spore Riella	1.2.1
543	<i>Rostratula benghalensis</i>	Painted Snipe	1.2.1
564	<i>Saccolaimus flaviventris</i>	Yellow-bellied Sheathtail Bat	1.2.1
577	<i>Uperoleia rugosa</i>	Rugose Toadlet	1.2.1
573	<i>Utricularia monanthos</i>	Tasmanian Bladderwort	1.2, 1.2.1
557	Victorian Mallee bird community.		2.1.1, 2.1.2, 2.2, 2.2.2
514	The spread of <i>Phytophthora cinnamomi</i> from infected sites into parks and reserves, including roadsides, under the control of a state or local government authority.		5.1.1
560	Threats to native flora and fauna arising from the use by the feral honeybee <i>Apis mellifera</i> of nesting hollows and floral resources.		5.1, 5.1.1

The reason that the nominations are supported is that the items satisfy at least one primary criterion of the set of criteria maintained under Section 11 of the Act and stated in Schedule 1 of the Flora and Fauna Guarantee Regulations 1991.

Item not supported for listing

587	<i>Arctocephalus pusillus doriferus</i>	Australian Fur Seal	Rejected
575	<i>Physeter macrocephalus</i>	Sperm Whale	Rejected
524	Coastal Saltmarsh Community		Rejected

The reason that the nominations are not supported is that they do not satisfy at least one primary criterion of the set of criteria maintained under Section 11 of the Act.

Preparation of Action Statements

Under Section 19 of the **Flora and Fauna Guarantee Act 1988**, the Secretary to the Department of Natural Resources and Environment is required to prepare an Action Statement for each listed item. Action Statements set out what has been done and what is intended to be done to conserve or manage that item.

Groups or individuals wishing to comment on a particular action statement at the draft stage, if and when the above items are listed by the Governor in Council on the recommendation of the Minister, should express their interest to:

ROBERT BEGG, Manager, Flora and Fauna Statewide Programs, Dept. Natural Resources and Environment, PO Box 500, East Melbourne 3002.

Electricity Industry Act 2000

PUBLICATION OF TERMS AND CONDITIONS UNDER SECTION 35

Under Section 35(1)(b) of the **Electricity Industry Act 2000** (as amended or replaced), CitiPower Pty (ACN 064 651 056) has determined, and the Office of the Regulator-General has approved, the following terms and conditions for domestic and small business customers, on and from 28 February 2002 until such time as other terms and conditions are determined and gazetted in accordance with the **Electricity Industry Act 2000**.

CITIPOWER TERMS AND CONDITIONS OF SUPPLY & SALE

This **Agreement** is made between CitiPower Pty ACN 064 651 056 of Level 15, 624 Bourke Street, Melbourne, Victoria and you, the customer.

1. The Agreement

The terms and conditions contained in this document, the **Gazetted Tariff** and prior agreed payment arrangements together comprise the entire **Agreement** between you and us.

This **Agreement** will start on the **Commencement Date** and will continue until terminated pursuant to Clauses 6.5, 6.6 or 6.7.

The **Commencement Date** is the date:

- (a) we both agree that the **Agreement** starts; or
- (b) you give **Explicit Informed Consent** you are transferring to us from another **Retailer**.

Our obligation to sell electricity to you at the **Supply Address** and your obligation to pay for electricity consumed at the **Supply Address** do not become binding until we are responsible in the wholesale electricity market for electricity supplied at the **Supply Address** under the **Codes**.

If, on the date that this **Agreement** becomes effective, you have a **Deemed Contract** with us or an agreement with us resulting from acceptance of our **Standing Offer**, the terms and conditions contained in this document will vary the terms and conditions of your agreement with us on the date that these terms and conditions become effective.

2. Our Obligations and Rights

2.1 Sale and Supply

We will sell and **Supply**, or arrange for the **Supply** of, electricity to you at the **Supply Address**.

2.2 Connection

- (a) If you want to be **Connected** at the **Supply Address**, you must:
 - (i) make application (in person, by telephone or in writing);
 - (ii) pay any **Connection** charge or another relevant charge as specified in this **Agreement**; and
 - (iii) provide the information specified in Clause 4.1.
- (b) By no later than the next **Business Day** after you make application or this **Agreement** commences to be effective (whichever occurs last), we will make a request to the relevant **Distributor** to **Connect** your **Supply Address** to the **Distribution System**.
- (c) Unless you are already **Connected** to the **Distribution System**, and subject to the **Distribution System** and the **Connection Point** being in a condition to be safely and efficiently used for the required purpose, we will use our **Best Endeavours** to procure the **Distributor** to **Connect** and maintain the **Connection** of your **Electrical Installation** as soon as practicable after your application.

2.3 Disconnection

- (a) We may **Disconnect** your **Supply** if:
 - (i) you request to be **Disconnected**;
 - (ii) we determine, in our absolute discretion, that **Connection** must be discontinued for health or safety reasons or during any emergency or maintenance;
 - (iii) we determine, in our absolute discretion, or are informed by the **Distributor**, that you are in breach, or have breached, the **Electricity Distribution Code**;
 - (iv) directed to do so by the **Distributor**;

- (v) directed to do so by NEMMCO;
- (vi) you fail to pay an invoice by the **Pay By Date** specified in the invoice provided that:
- the failure does not relate to an instalment under your first **Instalment Plan** with us; and
 - we have sent you a reminder notice not less than 14 **Business Days** from the date of dispatch of the invoice specifying a further due date which is not less than 20 **Business Days** from the date of dispatch of the invoice; and
 - we have sent you a **Disconnection** warning (if you are on a shortened collection cycle, not less than 14 **Business Days** from the date of dispatch of the invoice, or otherwise not less than 22 **Business Days** from the date of dispatch of the invoice) that we will **Disconnect** your **Supply** if you do not pay the invoice by a further due date (if you are on a shortened collection cycle, not less than 20 **Business Days** from the date of dispatch of the invoice, or otherwise not less than 28 **Business Days** from the date of dispatch of the invoice). No reminder notice is required if you are on a shortened collection cycle; and
 - the **Disconnection** warning includes a statement that we may **Disconnect** you no sooner than seven **Business Days** after the date of receipt of the **Disconnection** warning, and a telephone number for payment assistance enquiries; and
 - if you have contacted us via the telephone number in the **Disconnection** warning, we have responded to your enquiry and we have provided advice on financial assistance; and
 - before **Disconnection**, you:
 - do not provide a reasonable assurance to us that you are willing to pay our bills; or
 - do so, but then:
 - do not pay us the amount payable by the further due date in the relevant **Disconnection** warning (except where a new payment arrangement is agreed);
 - 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 an agreed new payment arrangement.
- (vii) you refuse to provide a refundable advance under Clause 4.6 after 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 receipt of the **Disconnection** warning; and
- (viii) you deny us access to your **Supply Address** for the purpose of reading the **Meter** for three consecutive bills in your billing cycle, provided that:
- we have used **Best Endeavours**, including by way of contacting you personally, to give you an opportunity to offer reasonable alternative access arrangements;

- each time access is denied, we have given you a notice requesting access to the **Meter**;
 - 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
 - you have continued not to provide access.
- (b) We will not **Disconnect** you:
- (i) for non-payment relating to an instalment under your first **Instalment Plan** with us;
 - (ii) for non-payment where the amount owed to us is less than the amount approved by the **Office of the Regulator-General**;
 - (iii) for non-payment where the unpaid portion of the invoice relates to a disputed amount;
 - (iv) for non-payment where you have applied for a Utility Relief Grant;
 - (v) for non-payment where the unpaid amount is not the **Electricity Charge**;
 - (vi) for non-payment where you do not pay because of a lack of sufficient income until:
 - we have complied with Clause 4.5;
 - we have used our **Best Endeavours** to contact you personally; and
 - you have not accepted an **Instalment Plan** within five **Business Days** of our offer;
 - (vii) if your address is registered by a **Distributor** as a life support machine **Supply Address**;
 - (viii) after 2pm on a weekday for a **Domestic Customer** or 3pm on a weekday for a **Business Customer**, unless expressly requested by you; or
 - (ix) on a Friday, weekend, **Public Holiday** or on a day before a **Public Holiday**, unless expressly requested by you.

2.4 Reconnection

Where we have **Disconnected** your **Supply**, we will reconnect your **Supply** for a reconnection charge if you were **Disconnected** for:

- non-payment, and within 10 **Business Days** of **Disconnection** you pay or agree to pay the invoice;
- denying us access to your **Meter**, and within 10 **Business Days** of **Disconnection** you provide us with access, or make available reasonable access arrangements;
- obtaining **Supply** otherwise than in accordance with the **Codes** and the law, and within 10 **Business Days** you have ceased taking such **Supply**; or
- refusing to provide a refundable advance, and within 10 **Business Days** of **Disconnection** you provide it.

Unless both of us otherwise agree, we will reconnect you on the:

- same day of your request for reconnection if we receive the request before 3pm on a **Business Day**, or if we receive your request before 9pm if you pay an additional after hours reconnection charge; or
- next **Business Day**, where we receive the request after 3pm on a **Business Day** and you do not pay the additional after hours reconnection charge.

2.5 Information to you

We will provide you with:

- (a) if we have not already provided it, at the time we **Connect** the **Supply Address** to the **Distribution System**, our charter summarising all rights, entitlements and obligations in relation to the **Supply** of electricity, our relationship generally and other applicable law;
- (b) within 2 **Business Days** of your request, a copy of our charter in large print or another language where we have a significant number of customers from the same non-English speaking background as you;
- (c) on your request, a copy of the **Electricity Retail Code** issued by the **Office of the Regulator-General** and any material amendments to the **Electricity Retail Code**. We may require the payment of an **Additional Retail Charge** for a copy of the **Electricity Retail Code**. We will also inform you of any amendment to the **Electricity Retail Code** that materially affects your rights, entitlements and obligations as soon as reasonably practicable after the **Electricity Retail Code** is amended;
- (d) on your request, advice on available tariffs, concessions and energy efficiency within 10 **Business Days** of your request;
- (e) notice of variation to your tariffs;
- (f) on your request, reasonable information on network charges, retail charges and any other charges relating to the sale or **Supply** of electricity comprised in the amount payable under your invoice;
- (g) on your request, and at an **Additional Retail Charge**, your historical billing data held by us; and
- (h) information about the Energy and Water Ombudsman Victoria on any **Disconnection** warning.

3. Information provided to the Distributor

We will, as soon as practicable, advise the relevant **Distributor** if you:

- (a) provide us with confirmation from a registered medical practitioner or a hospital that a person residing at your **Supply Address** requires a life support machine; and
- (b) advise us that your **Supply Address** is affected by a **Fault**.

4. Your Obligations

4.1 Information

Prior to the **Commencement Date**, you must provide us with the following information if you have not already provided it to us:

- (a) for **Domestic Customers**, acceptable identification showing your full name, residential address and date of birth, and for **Business Customers** your company name, business address, ACN, and the name of a contact person at your business;
- (b) for **Domestic Customers**, your home and work contact details and for **Business Customers**, names of business owners and company officers, your ACN or ABN, contact details, nature of the business, three trading referees, bank details and your consent to us performing a credit check;
- (c) the **Supply Address**;
- (d) if the **Supply Address** is a rental property, the contact details for the property owner or the owner's agent; and
- (e) any other information which we reasonably require to **Supply** you under this **Agreement**.

If any of the above information changes after the **Commencement Date**, you must inform us immediately.

4.2 Supply

You agree to purchase and take **Supply** of electricity from us at the **Supply Address** for the term of this **Agreement**.

4.3 Terms of Supply

- (a) The maximum amount of **Supply** that you can take at the **Connection Point** at the **Supply Address** is the **Agreed Capability**.
- (b) In taking **Supply** you must comply with the **Electricity Law**.
- (c) You must not allow electricity supplied under a residential tariff to be used for non-residential purposes.
- (d) You must not allow electricity supplied under a specific purpose tariff (e.g. an off-peak storage water tariff) to be used for another purpose.
- (e) You acknowledge that:
 - (i) the **Distributor** may **Disconnect** you or **Interrupt Supply** in accordance with the **Electricity Law**;
 - (ii) the **Distributor** may **Disconnect** your **Connection Point** upon our request;
 - (iii) if you request the **Distributor** to **Disconnect** you, the **Distributor** will not **Disconnect** you until we have given the **Distributor** a **Disconnection Request** relating to you;
 - (iv) the **Distributor** may refuse to **Disconnect** your **Connection Point** if it would be detrimental to the health or safety of any person, or the security of the **Distribution System**;
 - (v) the **Distributor** will reconnect you to the **Distribution System** and restore **Supply** where it considers the circumstances resulting in **Disconnection** or **Interruption** under Clause 4.3(e)(i) to have ceased to apply; and
 - (vi) subject to the **Electricity Law**, the **Distributor** may refuse to reconnect you to the **Distribution System**, or restore **Supply** where it reasonably considers that to do so would be detrimental to the health or safety of any person or the security of the **Distribution System**.
- (f) You must co-operate with the **Distributor** where we (on our own right, or on behalf of the **Distributor**) enforce your obligations under Clauses 4.3(a) to 4.3(c) inclusive.

4.4 Payment

You must pay the **Electricity Charge** and other charges specified in our invoices by the **Pay By Date**, which will not be less than 12 **Business Days** from the date of the invoice. You acknowledge that part of the **Electricity Charge** may be collected by us on behalf of the **Distributor** and then paid by us to them.

If, through your own fault, your payment is dishonoured or reversed, and we incur a fee as a result, we may recover from you an **Additional Retail Charge**.

We will offer you facilities to pay the **Electricity Charge** and other charges in advance upon your request.

4.5 Payment Difficulties and Instalment Payments

You must contact us if you anticipate that payment of an invoice by the **Pay By Date** may not be possible.

For **Domestic Customers**, where we do not agree on an alternative payment arrangement and are satisfied of your difficulty in paying, we will:

- assess the information you provide us and the information we have to determine your capacity to pay, taking into account advice from an independent financial counsellor if we are unable to adequately make the assessment;
- provide you with documentary evidence of our assessment upon your request;
- offer you an **Instalment Plan**, unless you have failed to comply with 2 **Instalment Plans** in the previous 12 months and do not provide a reasonable assurance that you will meet payment obligations under a further **Instalment Plan**; and
- provide you with details of concessions including the Utility Relief Grant Scheme, energy efficiency and advice on the availability of an independent financial counsellor.

For **Domestic Customers**, we may not commence legal proceedings for recovery of a debt unless we have complied with this Clause 4.5.

For **Domestic Customers**, if you are experiencing payment difficulties, we will consider conducting an energy efficiency field audit to address those difficulties. We will only conduct an audit where we agree, and we may charge you for any audit that we conduct.

For **Business Customers**, we will consider any reasonable request from you to enter into an **Instalment Plan** and we may charge you an **Additional Retail Charge** where you enter into an **Instalment Plan** with us.

We:

- may not commence legal proceedings for recovery of a debt while you continue to make payments according to an agreed payment arrangement; and
- will comply with guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 60 of the **Trade Practices Act 1974** (Cth).

If you are a **Domestic Customer** and where we offer you an **Instalment Plan**, we will offer an **Instalment Plan** under which you may:

- make payments in advance; and
- pay amounts in arrears.

In offering you an **Instalment Plan**, we will:

- provide details of the instalments;
- make provision for re-calculation of the instalments where actual consumption differs from estimated consumption;
- undertake to monitor your consumption and adopt procedures to address your payment difficulties; and
- provide you with energy efficiency advice and advise on the availability of an independent financial counsellor.

4.6 Refundable Advance

If you are a **Domestic Customer**, we may require you to provide a refundable advance of the **Electricity Charge** and other charges to offset any amount you may owe us if you fail to pay an invoice or vacate the **Supply Address** and if:

- you owe a former **Retailer** more than an amount the **Office of the Regulator-General** nominates in any relevant **Electricity Guideline**;
- within the previous two years you have used electricity otherwise than in accordance with applicable laws and **Codes**;

- you are a new customer and have refused to provide us with acceptable identification; and
- we decide you have an unsatisfactory credit rating and we have offered you an **Instalment Plan** and you have not accepted the offer.

For **Domestic Customers**, the refundable advance will be no more than 37.5% of the amount we billed you over the last four quarters, or if we do not have that information, no more than 37.5% of the average amount we billed **Domestic Customers** over the last four quarters.

If you are a **Business Customer** we may require you to provide a refundable advance if you do not have a satisfactory electricity account payment record or, having regard to any relevant **Electricity Guideline**, we consider you to have an unsatisfactory credit rating.

For **Domestic Customers** and **Business Customers**, interest will accrue at the **Bank Bill Rate** calculated daily on any refundable advance provided by you and capitalised every 90 days. We will repay any refundable advance provided by you on your instructions within 10 **Business Days** after you have completed one year's payment in a timely manner in accordance with the **Pay By Date**, or ceased taking **Supply** at the **Supply Address**. Where you do not provide us with reasonable instructions, we will credit the amount of the refundable advance, together with accrued interest, on your next invoice.

We will only use your refundable advance and accrued interest to offset any amount owed by you to us if you:

- have been **Disconnected** for failing to pay an invoice;
- vacate the **Supply Address**;
- request **Disconnection**; or
- transfer to another **Retailer**.

Where we use your refundable advance, we will provide you with an account of its use and pay any balance of the refundable advance within 10 **Business Days**.

We will comply with any relevant **Electricity Guidelines** when making decisions about your credit rating and when dealing with credit management issues.

4.7 Shortened Collection Cycle

We may shorten the collection cycle:

- (a) for **Domestic Customers**, where we have complied with Clause 4.5; and
- (b) for **Domestic Customers** and **Business Customers**, where we have given you:
 - (i) reminder notices for three consecutive invoices, or **Disconnection** warnings for two consecutive invoices; and
 - (ii) prior to the third reminder notice, or second **Disconnection** warning, a notice:
 - warning you that receipt of the third reminder notice, or second **Disconnection** warning, may result in us shortening the period in which we issue invoices;
 - informing you that shortening the period in which we issue invoices means you will not receive a reminder notice until you have paid three consecutive invoices in your billing cycle by the **Pay By Date**; and
 - informing you that alternative payment arrangements and further information can be provided to you.

Where we do shorten the collection cycle, we will inform you within 10 **Business Days**.

4.8 Maintenance

You must maintain your **Electrical Installation** in accordance with the **Codes**.

4.9 Metering

You grant us the right to use and access your **Metering Data**. Where we are not the **Distributor**, you grant us the right to provide your **Metering Data** to the **Distributor**.

4.10 Access to Supply Address

You must allow us, our representative and the **Distributor**, safe, convenient and unhindered access to your **Supply Address** and **Meter** for the purpose of reading the **Meter** and for **Connection, Disconnection**, reconnection, to **Interrupt Supply**, for **Fault** minimisation and maintenance pursuant to this **Agreement**. We, or our representative, must carry or wear official identification and, on request, show the identification to you.

4.11 Electricity Charge

The **Electricity Charge** is the sum of the charges specified in the **Gazetted Tariff** and does not include the charge for other goods and services.

4.12 Variations to Electricity Charge

The **Electricity Charge** may be varied in accordance with the **Gazetted Tariff** provided that the revised **Electricity Charge** will not apply until at least two months after the relevant tariff is published by us in the Government Gazette.

4.13 Illegal Consumption

You must not consume electricity other than as permitted by this **Agreement**, the **Codes** and the law. Where we have undercharged you, or not charged you for your consumption as a result of your fraud, or breach of the **Codes** and the law (and you have not been convicted of an offence involving fraud or theft), we will estimate your consumption and recover the unpaid amount.

4.14 Vacating Address

- (a) You must give notice of the date on which you intend to vacate, or did vacate, the **Supply Address**, and a forwarding address to which a final bill may be sent.
- (b) Unless you demonstrate that you were evicted or otherwise forced to vacate the **Supply Address**, you will remain responsible for electricity consumed at the **Supply Address** until the earlier of :
 - (i) 3 days after you give notice as contemplated by Clause 4.14(a);
 - (ii) the date that we enter into a new **Agreement** with another customer for the **Supply Address**;
 - (iii) the date that another **Retailer** becomes responsible for the **Supply Address**; or
 - (iv) the date that the **Supply Address** is **Disconnected**.

5. Billing**5.1 Basis of Invoices**

We will base your invoice on a reading of your **Meter**, unless you give us **Explicit Informed Consent**.

5.2 Issue of Invoices

We will issue you with an invoice at least every 3 months unless you provide us with **Explicit Informed Consent** about a different billing cycle.

If you are on a 3 month billing cycle we may charge you an **Additional Retail Charge** where we make a different billing cycle available to you.

If you were a **Franchise Customer** on 31 December 2000 and on a monthly billing cycle, you will continue on a monthly billing cycle until the **Deemed Contract**, which commenced on 1 January 2001, terminates.

5.3 Content of the Invoice

The invoice will be in a form so that you can easily verify that the invoice conforms with this **Agreement** and will include:

- (a) your name, account number, **Supply Address** and any relevant mailing address;
- (b) the **NMI** and the **NMI** checksum, or if there is no assigned **NMI**, your **Meter** number or other unique identifying mark assigned to the **Meter** at your **Supply Address**;
- (c) the period covered by the invoice;
- (d) a graph of your consumption for each billing period over the past 12 months and a comparison of your consumption for the same period in the previous 12 months;
- (e) the relevant tariff, or tariffs, applicable to you;
- (f) the charges for that consumption to enable you to verify that the invoice conforms to this **Agreement**;
- (g) a separate amount for the network charge where we directly pass through network charges to you;
- (h) the total amount of electricity, in kWh, consumed on an interval basis and where you have an electromechanical or disc **Meter** installed at the **Supply Address**, the dates and total amounts of the immediately previous and current **Meter** readings or estimated consumption, in kWh;
- (i) the amount payable and the **Pay By Date**;
- (j) the amount of arrears, or credit and the amount of any refundable advance provided by you;
- (k) the availability of concessions to **Domestic Customers**;
- (l) the methods of payment available to you;
- (m) a telephone number for billing and payment enquiries and a 24 hour contact telephone number for **Faults** and emergencies;
- (n) details of interpreter services in relevant languages;
- (o) a summary of payment methods and payment arrangement options; and
- (p) periodically, a statement that you are entitled to a copy of our retail charter on request.

5.4 Payment Methods

You may pay us by using any of the following payment methods:

- (a) in person at any of the network agencies, or payment outlets specified in the invoice;
- (b) by mail; and
- (c) by direct debit, where both of us have agreed in writing:
 - (i) to the amount, preferred date and frequency of the direct debits;
 - (ii) that you may cancel the arrangement by notifying us, or your relevant financial institution;
 - (iii) that, if you cancel the arrangement by notifying your financial institution, you must use **Best Endeavours** to also notify us as soon as practicable after the cancellation;

- (iv) that, if you cancel the arrangement by notifying us, we will use **Best Endeavours** to notify your financial institution as soon as practicable after the cancellation; and
- (v) that, if we are the subject of a **Last Resort Event**, we will immediately cancel the direct debit arrangement and notify you and your financial institution of the cancellation.

5.5 **Meter Readings**

We will use our **Best Endeavours** to read the **Meter** at least once in any 12 month period.

5.6 **Estimations**

Where we are unable to reasonably, or reliably, base a bill on a reading of your **Meter**, we may provide you with an invoice containing an estimated **Electricity Charge** based on:

- (a) any reading of the **Meter** by you; or
- (b) your prior billing history, or where we do not have that data, average consumption at the relevant tariff calculated over the period covered by the estimated invoice.

Where you are transferring to, or from another **Retailer**, and the **Electricity Law** permits an estimate of consumption rather than a reading of your **Meter**, we will provide you with an estimated bill calculated on the same basis used to determine our responsibility in the wholesale electricity market for electricity supply under the **Electricity Law**.

5.7 **Adjustments**

Where Clause 5.6 applies and within 12 months of the date of an estimated **Electricity Charge** the actual meter reading data becomes available to us, we will recalculate the invoice.

Any amount undercharged or overcharged will be credited or debited, as the case may be, to your invoice.

Where we have undercharged, or not charged you, we may recover the amount undercharged provided that:

- (a) the amount to be recovered was undercharged in the 12 months prior to your last invoice, or otherwise in the 12 months prior to the date on which we notified you that undercharging has occurred;
- (b) we list the amounts to be recovered as a separate item in a special invoice, or in your next invoice together with an explanation of the amount;
- (c) we do not charge you interest on the amount undercharged; and
- (d) at your request, we allow you the same time to pay the amount undercharged as the time which the recoverable undercharging occurred.

Where we have overcharged you, we will inform you within 10 **Business Days** of us becoming aware of the overcharging, and repay the amount on your instructions, or if no reasonable instructions are given, credit the amount to your next invoice.

5.8 **Review of invoice**

You may request us to review your invoice. During the review, you must pay the portion of the invoice that is not in dispute, or the average amount of your invoices for the past 12 months (whichever is the lower). If the invoice is correct, you must pay the invoice and any cost of testing the **Meter**. If the invoice is incorrect, we will amend the invoice.

5.9 Unsuccessful attempt to read

Where we have been unable to read the **Meter** because you have done something or omitted to do something, and you subsequently request an invoice based on reading the **Meter**, we will use our **Best Endeavours** to read the **Meter** and we will charge you an **Additional Retail Charge** for reading the **Meter**.

5.10 Unmetered supplies

If you do not have a **Meter** we will base your invoice on data calculated in accordance with the **Codes**.

5.11 Proportionate billing

If your invoice covers a period other than your usual billing cycle, or where your tariff has changed, we will charge you in proportion to the relevant periods and show the relevant details on the invoice.

5.12 Historical Billing Information

We will retain your historical billing data for at least 2 years. We will use our **Best Endeavours** to provide you with your billing data within 10 **Business Days** of your request, or other period as agreed between us.

If the request is not your first in the past year, or the data requested extends beyond the previous two years, an **Additional Retail Charge** is payable by you for the provision of historical billing information.

Where you transfer to another **Retailer**, on your request we will provide you with your historical billing data relating to the two years prior to the request for an **Additional Retail Charge**.

Where you require the historical billing data for the purposes of a genuine complaint, we will not charge you an **Additional Retail Charge**.

5.13 Other Goods or Services

If we supply you goods or services other than electricity, we may issue you with a separate invoice for those other goods or services.

6. General Obligations**6.1 Code Compliance**

Both parties must comply with the **Electricity Retail Code**, the **Electricity Distribution Code** and the **Codes** which apply to this **Agreement**, including the metering provisions of the **National Electricity Code**. If there is an inconsistency between a **Code**, other than the **Electricity Retail Code**, and this **Agreement**, this **Agreement** prevails. A term or condition of this **Agreement** is void to the extent that it is inconsistent with the **Electricity Retail Code**.

6.2 Governing Law

The law of this **Agreement** is the law of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

6.3 Notices

Notices may be in writing and given by hand, fax, mail or email.

Your notices to us must be addressed to:

Company Secretary
CitiPower
Locked Bag 14031
Melbourne City Mail Centre 8001
Facsimile: (03) 9297 8956
Email: notices@citipower.com.au

Our notices to you will be sent to your address provided to us under Clause 4.1(a), unless you tell us in writing otherwise.

6.4 Complaints and Dispute Resolution

You may contact us to submit a complaint. We will inform you in writing of an appropriate management level that you can submit your complaint to and of your right to refer the complaint to the Energy Industry Ombudsman, or other relevant external dispute resolution body.

We will handle your complaint 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.

6.5 Termination and Cancellation

- (a) If you are a **Deemed Customer**, or a customer who has accepted our **Standing Offer**, you may terminate this **Agreement** without any notice.
- (b) On or after 1 January 2004, and notwithstanding the **Electricity Retail Code**, we may terminate this **Agreement** without cause by giving you notice.

6.6 Termination if you breach this Agreement

If you breach this **Agreement** we may terminate it:

- (a) when your breach gives us a right to **Disconnect** you under Clause 2.3 and we have **Disconnected** you and you no longer have a right under Clause 2.4 to be reconnected; or
- (b) when we both enter into a new **Agreement**, or when you have transferred to another **Retailer** in respect of all relevant **Supply Addresses**,

whichever comes first.

6.7 Creation of a new Market Contract

If:

- (a) both of us agree to a new term or condition in addition to the terms and conditions of the **Agreement** instead of one of those terms and conditions; and
- (b) the new term or condition is inconsistent with a term or condition set out in the **Retail Code** marked with an asterisk (*) and you have given **Explicit Informed Consent**,

the **Agreement** terminates and both of us enter into a new **Market Contract** on new terms and conditions including the inconsistent term or condition.

6.8 Effective Termination

This **Agreement** is not terminated until the last to occur of the following:

- (a) if this **Agreement** is terminated because both of us enter into a new agreement for the **Supply Address**, when any cooling-off period expires in respect of the new agreement;
- (b) if this **Agreement** is terminated because you want to transfer to another **Retailer** in respect of the **Supply Address**, when the other **Retailer** is responsible for electricity supplied at the **Supply Address**; or
- (c) if this **Agreement** is terminated because the **Supply Address** is **disconnected**, you no longer have a right to be reconnected under Clause 2.4.

6.9 Privacy and Confidentiality

We will not disclose any of your personal information where we are not permitted to under our licence or the law.

6.10 Waiver

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is ineffective unless it is in writing and executed by the waiving party.

6.11 Severance

Any provision of this **Agreement** which is invalid or unenforceable will be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this **Agreement** are self-sustaining and capable of separate enforcements without regard to the read down or severed provision and continue to be valid and enforceable.

6.12 Assignment

We may only assign this **Agreement** with your consent. This Clause 6.12 does not apply if the assignment forms part of a transfer to the same third party of all, or substantially all, of our retail sales business.

7. Force Majeure

- (a) If either of us commit a **Force Majeure Breach** of this **Agreement**:
 - (i) each of our obligations under this **Agreement** are suspended to the extent to which they are affected by the **Force Majeure Event** as long as the **Force Majeure Event** continues; and
 - (ii) both of us must give each other prompt notice of that fact including full particulars of the **Force Majeure Event**, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- (b) If the effects of the **Force Majeure Event** are widespread we will be deemed to have given you prompt notice by making the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the **Force Majeure Event**, or otherwise as soon as practicable.
- (c) You may agree with us that we do not have the benefit of Clause 7(a) in respect of any **Force Majeure Event**.
- (d) If either of us claim a **Force Majeure Event**, the party claiming the **Force Majeure Event** must use its **Best Endeavours** to remove, overcome or minimise the effects of the **Force Majeure Event** as quickly as possible. However, this does not require that party to settle any industrial dispute in any way it does not want to.
- (e) Nothing in this **Agreement** varies or excludes the operation of section 117 of the **Act** or section 28 of the National Electricity Law.

8. Cooling Off**8.1 Contact sales agreements under the Fair Trading Act 1999 (Vic)**

- (a) You may have a right to cancel this **Agreement** if it is a **Contact Sales Agreement**.
- (b) If Division 2 of Part 4 of the **Fair Trading Act 1999** (Vic) applies to this **Agreement** as a **Contact Sales Agreement**, the period within which you may cancel this **Agreement** is:
 - (i) if this **Agreement** is an Energisation Agreement, 5 clear Business Days after the Relevant Date;
 - (ii) otherwise, 10 clear **Business Days** after the **Relevant Date**.

9. Variations to this Agreement**9.1 By Agreement**

- (a) The tariff and any terms and conditions of this **Agreement** may only be varied by agreement in writing.
- (b) For the avoidance of doubt, if the amount of the tariff changes in accordance with some term or condition of this **Agreement** previously agreed by both of us, no further **Agreement** is required.

9.2 Explicit Informed Consent

Notwithstanding Clauses 9.1(a) and (b), you must give your Explicit Informed Consent if both of us wish to vary a Clause in this Agreement that is inconsistent with one of the following Clauses in the Retail Code:

- (a) Clause 3.2;
- (b) Clause 4.2(j);
- (c) Clause 4.4(a);
- (d) Clause 7.1(b);
- (e) Clause 7.2(a); or
- (f) Clause 24.1(b).

9.3 Gazetted tariffs and gazetted terms and conditions

- (a) This Clause 9.3 applies despite Clause 9.1 in respect of any **Agreement** where you accepted our **Standing Offer**.
- (b) If this Clause 9.3 applies to this **Agreement**, this **Agreement** may provide for variation of a tariff applicable to you but the tariff may not at any time exceed the corresponding **Gazetted Tariff** at that time.
- (c) If this Clause 9.3 applies to this **Agreement**, this **Agreement** may provide that, if a **Gazetted Term or Condition** is varied then, with effect from when that variation takes effect, the terms and conditions of this **Agreement** are varied as follows:
 - (i) if the variation effectively amends an existing **Gazetted Term or Condition**, by amending in the same way the corresponding term or condition of this **Agreement**; or
 - (ii) if the variation effectively includes an additional **Gazetted Term or Condition**, by including in the same way a corresponding term or condition in this **Agreement**.

9.4 Deemed Contracts

Clause 9.1(a) does not apply to a **Deemed Contract** between us to the extent that the tariff and terms and conditions of that **Deemed Contract** may be varied as contemplated by section 38 of the **Act**.

10. Limitation of Liability

- (a) If you are a **Business Customer**, you must take reasonable precautions to minimise the risk of loss and damage to any of your equipment, premises or business which may result from poor quality or reliability of electricity supply.
- (b) Nothing in this **Agreement** varies or excludes the operation of section 117 of the **Act** or section 78 of the National Electricity Law.
- (c) To the extent permitted by law, our liability to you is limited, at our option, to:
 - (i) in the case of goods, any one or more of the following:
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - the payment of the cost of having the goods repaired; or
 - (ii) in the case of services:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.

11. Interpretation

In this **Agreement**, unless the context otherwise requires, a reference to:

- (a) us:
 - (i) having a right or not having a right to **Disconnect** you is to be construed as a reference to us having a right or not having a right (as the case may be) to procure the **Distributor** to **Disconnect**; or
 - (ii) being obliged to **Connect, Disconnect** or reconnect you is to be construed as a reference to us being obliged to use our **Best Endeavours** to procure the **Distributor** to **Connect, Disconnect** or reconnect (as the case may be), the electrical system at your **Supply Address** to the **Distributor's Distribution System** (as the case may be);
- (b) us, we and our is a reference to CitiPower Pty;
- (c) the singular includes the plural and vice versa;
- (d) the wording including or includes means including, but not limited to, or includes without limitation; and
- (e) any act, regulation or code is a reference to the act, regulation or code as amended, consolidated, supplemented or replaced from time to time.

12. Definitions

The following terms have these meanings:

“**Act**” means the **Electricity Industry Act 2000** (Vic).

“**Additional Retail Charge**” means a charge expressly provided for in the **Electricity Retail Code** and specified in the Schedule or a reasonable charge determined by us having regard to costs incurred by us, as varied by us at our discretion from time to time.

“**Agreed Capability**” means in relation to a **Connection Point**, the capability to receive or send out power for that **Connection Point** of 80 amps via a single phase **Connection** unless otherwise advised from time to time by us or the **Distributor**.

“**Agreement**” means the terms and conditions contained in this document, the **Gazetted Tariff** and prior agreed payment arrangements.

“**Bank Bill Rate**” in respect of the interest we must pay to you on the amount of a refundable advance, means a rate no less than the pre-tax rate of return we would earn over the period we retain that amount if it were invested in bank bills that have a tenor equal to 90 days.

“**Best Endeavours**” means we must act in good faith and do what is reasonably necessary in the circumstances.

“**Business Customer**” means a customer who is not a **Domestic Customer**.

“**Business Day**” means a day other than a Saturday or Sunday or a **Public Holiday**.

“**Codes**” means the electricity industry codes applicable to the parties including the **National Electricity Code**.

“**Commencement Date**” means the commencement date specified in clause 1 of this **Agreement**.

“**Connect**” or “**Connection**” means to form a physical link to or through a transmission network or distribution network.

“**Connection Point**” means the agreed point of **Supply** at a **Supply Address**.

“**Contact Sales Agreement**” means a contact sales agreement under Division 2 of Part 4 of the **Fair Trading Act 1999** (Vic).

“**Cooling Off Period**” in respect of an **Agreement** means any period within which you are entitled to cancel that **Agreement**.

“**Deemed Contract**” means a contract deemed to apply between both of us under the **Act**.

“**Deemed Customer**” means a person who is deemed to have an **Agreement**.

“**Disconnect**” or “**Disconnection**” means the operation of switching equipment or other deliberate action so as to prevent the flow of electricity at a single **Connection Point**.

“**Disconnection Request**” means a request in the form specified in the Use of System Agreement between us and the **Distributor** and given by us to the **Distributor** requesting the **Disconnection** of a **Connection Point**.

“**Distribution System**” means a distribution network, together with the **Connection** assets associated with the distribution network, which is **Connected** to another transmission or **Distribution System**.

“**Distributor**” means a person who holds, or is exempt from holding, a distribution licence under the **Act**.

“**Domestic Customer**” means a customer who purchases electricity principally for personal, household or domestic use at the relevant **Supply Address**.

“**Electrical Installation**” means the electrical equipment at the **Supply Address** that is electrically connected to the **Distribution System** but is not part of the **Distribution System**.

“**Electricity Charge**” means the charge applying to you for each billing period calculated in accordance with the **Gazetted Tariff**.

“**Electricity Distribution Code**” means the code of that name published by the **Office of the Regulator-General**.

“**Electricity Guideline**” means a guideline published by the **Office of the Regulator-General** under section 12 of the **Office of the Regulator-General Act 1994 (Vic)**.

“**Electricity Law**” means the Codes, the **Act** and regulations under that **Act**, the **Electricity Safety Act 1998 (Vic)** and regulations under that Act, the Victorian Electricity Supply Industry Tariff Order, the **Office of the Regulator-General Act 1994 (Vic)** and regulations and determinations under that Act, the **National Electricity (Victoria) Act 1997** and the National Electricity (Victoria) Law under section 6 of the **National Electricity (Victoria) Act 1997**, our retail licence, the **Distributor’s** distribution licence, the Service and Installation Rules and any other law, statute, regulation, proclamation, order in council, directions, tariffs, guideline or standard which can be enforced by law or by a **Regulatory Authority** against a participant in the Victorian region of the National Electricity Market.

“**Electricity Retail Code**” means the code of that name published by the **Office of the Regulator-General**.

“**Energisation Agreement**” means an agreement under which, or in connection with, your **Supply Address** must be connected and all that is required to effect the **Connection** is the insertion of a fuse, or the operation of switching equipment, which results in there being a non-zero voltage beyond the point of supply.

“**Explicit Informed Consent**” has the same meaning as in the **Office of the Regulator-General’s** decision entitled “Informed Consent to Arrangements in Full Retail Competition”.

“**Fault**” means any problem in the **Supply** to the **Connection Point** or any damage to, or breakdown of, the **Distributor’s Distribution System**.

“**Force Majeure Breach**” means a breach by either you or us of this **Agreement** which, but for Clause 7, you or us would commit arising only through a **Force Majeure Event**.

“**Force Majeure Event**” means an event outside the reasonable control of a **Retailer** or you (as the case may be).

“**Franchise Customer**” in relation to the period ending on 31 December 2000, means a franchise customer within the meaning of the **Electricity Industry Act 1993 (Vic)** immediately before 1 January 2001.

“**Gazetted Tariff**” means the tariff determined by us or the local retailer and published in the Government Gazette which applies to you.

“**Gazetted Term or Condition**” means a term and condition determined by us and published in the Government Gazette which applies to you.

“**Instalment Plan**” means an **Instalment Plan** under which you may:

- (a) make payments in advance towards your next invoice; or
- (b) pay an amount in arrears and continue consumption.

“**Interrupt**” or “**Interruption**” means the planned or unplanned temporary **Interruption** of the **Supply** of electricity to one or more **Connection Point**, but does not include **Disconnection**.

“**Last Resort Event**” in respect of us means:

- (a) our retail licence being suspended or revoked; or
- (b) our right to acquire electricity from the wholesale electricity market being suspended or terminated,

whichever occurs first.

“**Market Contract**” means an agreement between us which is not a **Deemed Contract**, nor an agreement arising from the acceptance of a **Standing Offer**.

“**Meter**” means the device which measures and records the consumption of electrical energy consumed at your **Supply Address**.

“**Metering Data**” means the data obtained from your **Meter**.

“**National Electricity Code**” means the code of that name approved in accordance with section 6(1) of the National Electricity Law.

“**NEMMCO**” means the National Electricity Market Management Company Limited ACN 072 010 327.

“**NMI**” means National Meter Identifier.

“**Non-Contact Sales Agreement**” means a non-contact sales agreement under Division 3 of Part 4 of the **Fair Trading Act 1999 (Vic)**.

“**Office of the Regulator-General**” means the Office of the Regulator-General under the **Office of the Regulator-General Act 1994 (Vic)**, or any body which assumes its functions.

“**Pay By Date**” means the date specified in the invoice but will not be less than 12 **Business Days** from the date of dispatch of the invoice.

“**Public Holiday**” means a public holiday appointed under the **Public Holidays Act 1993 (Vic)**.

“**Regulatory Authority**” means any government or regulatory department (including the **Office of the Regulator-General**, **NEMMCO** and **VENCorp**), body, instrumentality, minister, agency or other authority.

“**Relevant Date**” means in respect of this Agreement:

- (a) if you are transferring to us, the date on which you give **Explicit Informed Consent** in respect of this **Agreement**; and
- (b) otherwise, the date on which this **Agreement** was made.

“**Retail Code**” means the Electricity Retail Code determined by the Office of the Regulator-General.

“**Retailer**” means a person who holds a retail licence under the **Act**.

“**Standing Offer**” means an offer made by us as contemplated by section 35 of the **Act**.

“**Supply**” means the delivery of electricity.

“**Supply Address**” means your residential or business address to which we will Supply electricity.

“**VENCorp**” means the Victorian Energy Networks Corporation, established under Part 2A of the **Gas Industry Act 1994 (Vic)**, and includes any successor body and any body who assumes the rights of **VENCorp** pursuant to any privatisation and any successor of that body.

Schedule

Additional Retail Charges

Additional Retail Charges:

Description	Charge*	
	GST Exclusive	GST Inclusive
Additional meter read after access is denied by the customer	\$35.00	\$38.50
Dishonoured or reversed payment (per event)		
Direct debit	\$5.00	\$5.50
Cheques	\$10.00	\$11.00
Different billing cycle at customer request	Price on application	Price on application
Instalment plan for business customers	Price on application	Price on application
Copy of Electricity Retail Code (one copy)	Free	Free
Historical billing data: 2nd or further request in any year	\$20.00 per request	\$22.00 per request
Historical billing data: more than two years data	\$20.00 per request	\$22.00 per request

* Charges may be varied by us at our discretion from time to time.

Dated 28 February 2002

JOHN MARSHALL

Chief Executive Officer

CitiPower Pty

Subordinate Legislation Act 1994

POLLUTION OF WATERS BY

OIL AND NOXIOUS SUBSTANCES (POWBONS) ACT 1986

Pollution of Waters by Oil and Noxious Substances Regulations 2002

In accordance with the provisions of section 11 of the **Subordinate Legislation Act 1994**, notice is given of the availability for public comment of the proposed Pollution of Waters by Oil and Noxious Substances Regulations 2002 and Regulatory Impact Statement (RIS).

The proposed regulations are made pursuant to Section 30 of the **Pollution of Waters by Oil and Noxious Substances Act 1986** and are made for the purposes of Division 2 of the Act. The proposed regulations replace the Pollution of Waters by Oil and Noxious Substances Regulations 1992 that sunset on 18 February 2002.

The objectives of the proposed regulations are to enact the operational requirements of the POWBONS Act 1986 including the prescription of:

- Requirements for notification of a discharge of oil or an oily mixture;
- Matters relating to the retention of oil record books; and
- Exemptions from specified provisions within the Act.

The POWBONS regulations 2002 also define the administrative procedures under which the Act is enforced, including the titles of the prescribed officers and the submission of a pollution report. The fee imposed for the lodging of an oil record book has also been increased as a consequence of the introduction of the GST. As such, the POWBONS 2002 regulations provide for the sustainable management of commercial shipping operations and assist in maintaining the integrity of the marine environment.

The RIS has been prepared in consultation with the Marine Board of Victoria and the Environment Protection Authority. It identifies the likely impact of the proposed regulations, assesses their costs and benefits and considers alternative methods of achieving the identified objectives. The RIS concludes that the overall benefits to the environment and economic efficiencies achieved outweigh the costs imposed by the proposed regulations.

Public submissions on the proposed regulations and the RIS are invited. Copies of the RIS, which includes the proposed regulations, are available from the Department of Infrastructure, Ports and Marine Division, Level 23, 80 Collins Street, Melbourne, Victoria 3000. Phone (03) 9655 6230. The RIS is also available via the Department's internet address www.doi.vic.gov.au.

Written submissions in response to the RIS will be received until 5:00pm on Friday 25 January 2002 by the Project Officer, Policy and Legislation, Department of Infrastructure, Ports and Marine Division, Level 23, 80 Collins Street, Melbourne, Victoria 3000.

The HON. CANDY BROAD, MLC
Minister for Ports

Planning and Environment Act 1987

MELBOURNE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C55

The Minister for Planning has approved Amendment C55 to the Melbourne Planning Scheme.

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

The Amendment extends the expiry dates for the Urban Design and Mixed Use Zone Local Planning Policies and Design and Development Overlays (Height Controls) from 31 December 2001 to 31 August 2002.

The Amendment relates to land within the Melbourne Planning Scheme, in particular land affected by the Design and Development Overlays (Height Controls).

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 Melbourne City Council, 6th Floor, Council House, 200 Little Collins Street, Melbourne.

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

ORDERS IN COUNCIL**County Court Act 1958****COUNTY COURT SITTING 2002**

The Governor in Council having directed that the County Court be held at each of the undermentioned places, I hereby appoint the following days of each month as the days upon which the Court shall commence sittings at such places during the year 2002.

BAIRNSDALE

FEBRUARY Monday 4 February
MAY Monday 6 May
NOVEMBER Monday 28 October

BALLARAT

FEBRUARY Monday 4 February
MARCH Monday 4 March
APRIL Wednesday 3 April
MAY Monday 6 May
JUNE Monday 3 June
AUGUST Monday 29 July
SEPTEMBER Monday 2 September
OCTOBER Monday 30 September
NOVEMBER Monday 28 October

BENDIGO

FEBRUARY Monday 4 February
MARCH Monday 4 March
APRIL Wednesday 3 April
MAY Monday 6 May
JUNE Monday 3 June
AUGUST Monday 29 July
SEPTEMBER Monday 16 September
OCTOBER Monday 30 September
NOVEMBER Monday 28 October
DECEMBER Monday 25 November

GEELONG

JANUARY Monday 21 January
FEBRUARY Monday 4 February
MARCH Monday 4 March
APRIL Wednesday 3 April
MAY Monday 6 May
JUNE Monday 3 June
AUGUST Monday 29 July
SEPTEMBER Monday 2 September
OCTOBER Monday 30 September
NOVEMBER Monday 28 October
DECEMBER Monday 25 November

FEBRUARY
APRIL
NOVEMBER
DECEMBER

MAY
SEPTEMBER
NOVEMBER

JANUARY
FEBRUARY
MARCH
APRIL
MAY
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER

MARCH
MAY
AUGUST
SEPTEMBER
NOVEMBER

FEBRUARY
MARCH
APRIL
MAY
JUNE
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER

FEBRUARY
MARCH
MAY
JUNE
AUGUST
SEPTEMBER
OCTOBER
DECEMBER

HAMILTON

Monday 18 February
Wednesday 3 April
Monday 11 November
Monday 25 November

HORSHAM

Monday 6 May
Monday 2 September
Monday 28 October

MELBOURNE

Monday 21 January
Monday 4 February
Monday 4 March
Wednesday 3 April
Monday 6 May
Monday 3 June
Monday 1 July
Monday 29 July
Monday 2 September
Monday 30 September
Monday 28 October
Monday 25 November

MILDURA

Monday 4 March
Monday 6 May
Monday 29 July
Monday 2 September
Monday 28 October

MORWELL

Monday 4 February
Monday 4 March
Wednesday 3 April
Monday 6 May
Monday 3 June
Monday 29 July
Monday 2 September
Monday 30 September
Monday 28 October
Monday 25 November

SALE

Monday 4 February
Monday 4 March
Monday 6 May
Monday 3 June
Monday 29 July
Monday 2 September
Monday 30 September
Monday 25 November

SHEPPARTON

FEBRUARY	Monday 4 February
MARCH	Monday 4 March
APRIL	Wednesday 3 April
JUNE	Monday 3 June
AUGUST	Monday 29 July
SEPTEMBER	Monday 2 September
OCTOBER	Monday 30 September
DECEMBER	Monday 25 November

WANGARATTA

FEBRUARY	Monday 4 February
APRIL	Wednesday 3 April
MAY	Monday 6 May
JUNE	Monday 17 June
AUGUST	Monday 29 July
SEPTEMBER	Monday 2 September
OCTOBER	Monday 30 September
DECEMBER	Monday 25 November

WARRNAMBOOL

FEBRUARY	Monday 4 February
MARCH	Monday 4 March
APRIL	Wednesday 3 April
JUNE	Monday 3 June
AUGUST	Monday 29 July
SEPTEMBER	Monday 2 September
NOVEMBER	Monday 28 October
DECEMBER	Monday 25 November

G.R.D. WALDRON
Chief Judge
of the County Court of Victoria

**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:

- | | | | |
|-------------------------------|---|-------------------------------|---|
| 156. <i>Statutory Rule:</i> | Livestock Disease Control (Further Amendment) Regulations 2001 | 161. <i>Statutory Rule:</i> | Freedom of Information (Amendment) Regulations 2001 |
| <i>Authorising Act:</i> | Livestock Disease Control Act 1994 | <i>Authorising Act:</i> | Freedom of Information Act 1982 |
| <i>Date first obtainable:</i> | 21 December 2001 | <i>Date first obtainable:</i> | 21 December 2001 |
| <i>Code A</i> | | <i>Code A</i> | |
| 157. <i>Statutory Rule:</i> | County Court (Court Fees) Order 2001 | 162. <i>Statutory Rule:</i> | Fair Trading (Amendment) Regulations 2001 |
| <i>Authorising Act:</i> | County Court Act 1958 | <i>Authorising Act:</i> | Fair Trading Act 1999 |
| <i>Date first obtainable:</i> | 21 December 2001 | <i>Date first obtainable:</i> | 21 December 2001 |
| <i>Code A</i> | | <i>Code A</i> | |
| 158. <i>Statutory Rule:</i> | Whistleblowers Protection Regulations 2001 | 163. <i>Statutory Rule:</i> | Fuel Prices (Declaration of Secrecy) Regulations 2001 |
| <i>Authorising Act:</i> | Whistleblowers Protection Act 2001 | <i>Authorising Act:</i> | Fuel Prices Regulation Act 1981 |
| <i>Date first obtainable:</i> | 21 December 2001 | <i>Date first obtainable:</i> | 21 December 2001 |
| <i>Code A</i> | | <i>Code A</i> | |
| 159. <i>Statutory Rule:</i> | Supreme Court (Fees) Regulations 2001 | 164. <i>Statutory Rule:</i> | Subordinate Legislation (Environment Protection (Vehicle Emissions) Regulations 1992 - Extension of Operation) Regulations 2001 |
| <i>Authorising Act:</i> | Supreme Court Act 1986 | <i>Authorising Act:</i> | Subordinate Legislation Act 1994 |
| <i>Date first obtainable:</i> | 21 December 2001 | <i>Date first obtainable:</i> | 21 December 2001 |
| <i>Code A</i> | | <i>Code A</i> | |
| 160. <i>Statutory Rule:</i> | Victorian Civil and Administrative Tribunal (Fees) Regulations 2001 | 165. <i>Statutory Rule:</i> | Conservation, Forests and Lands (Infringement Notice) (Amendment) Regulations 2001 |
| <i>Authorising Act:</i> | Victorian Civil and Administrative Tribunal Act 1998 | <i>Authorising Act:</i> | Conservation, Forests and Lands Act 1987 |
| <i>Date first obtainable:</i> | 21 December 2001 | <i>Date first obtainable:</i> | 21 December 2001 |
| <i>Code B</i> | | <i>Code B</i> | |

166. *Statutory Rule:* Essential Services Commission Regulations 2001
Authorising Act: Essential Services Commission Act 2001
Date first obtainable: 21 December 2001
Code B
167. *Statutory Rule:* Gaming and Betting (Betting) (Amendment) Regulations 2001
Authorising Act: Gaming and Betting Act 1994
Date first obtainable: 21 December 2001
Code A
168. *Statutory Rule:* Gaming Machine Control (Responsible Gambling) (Lighting and Views) Regulations 2001
Authorising Act: Gaming Machine Control Act 1991
Date first obtainable: 21 December 2001
Code A
169. *Statutory Rule:* Food (Competency Standards Body) Regulations 2001
Authorising Act: Food Act 1984
Date first obtainable: 21 December 2001
Code A
170. *Statutory Rule:* Health Services (Private Hospitals and Day Procedure Centres) (Interim) Regulations 2001
Authorising Act: Health Services Act 1988
Date first obtainable: 21 December 2001
Code D
171. *Statutory Rule:* Building (Single Dwellings) Regulations 2001
Authorising Act: Building Act 1993
Date first obtainable: 21 December 2001
Code C
172. *Statutory Rule:* Road Safety (General) (Amendment) Regulations 2001
Authorising Act: Road Safety Act 1986
Date first obtainable: 21 December 2001
Code A
173. *Statutory Rule:* Road Safety (Drivers) (Amendment) Regulations 2001
Authorising Act: Road Safety Act 1986
Date first obtainable: 21 December 2001
Code A
174. *Statutory Rule:* Melbourne City Link (General) (Further Amendment) Regulations 2001
Authorising Act: Melbourne City Link Act 1995
Date first obtainable: 21 December 2001
Code A
175. *Statutory Rule:* Victorian Civil and Administrative Tribunal (Amendment No. 9) Rules 2001
Authorising Act: Victorian Civil and Administrative Tribunal Act 1998
Date first obtainable: 21 December 2001
Code A
176. *Statutory Rule:* Building (Swimming Pool Fences) Regulations 2001
Authorising Act: Building Act 1993
Date first obtainable: 21 December 2001
Code A

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G	193–240	\$17.50
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I	289–352	\$21.25
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P	737–800	\$52.00

**All Prices Include GST*

ADVERTISERS PLEASE NOTE

As from 27 December 2001

The last Special Gazette was No. 240 dated 21 December 2001

The last Periodical Gazette was No. 1 dated 29 May 2001

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Material sent by fax should be transmitted using Fine Resolution (200 dots per inch by 200 dpi).

Font size:

Use 12 point (10 pitch) or larger.

Font Style:

Clear plain font styles, such as Helvetica, should be used.

Graphics:

Line drawings should be transmitted as large as possible to ensure clarity. Drawings up to A4 size sent by fax using Fine Resolution provide a good quality for reproduction.

Avoid:

Italics, underlining and full justification.

Ensure document is square when sending as documents that are sent skewed are difficult to read and process.

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