

# **Victoria Government Gazette**

By Authority of Victorian Government Printer

**No. G 35 Thursday 1 September 2005**

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**GENERAL**

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**Advertisers Please Note**

As from 1 September 2005

The last Special Gazette was No. 165 dated 26 August 2005.

The last Periodical Gazette was No. 1 dated 16 June 2005.

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  - Craftsman Press Pty Ltd, 125 Highbury Road, Burwood 3125  
(front of building).
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**VICTORIA GOVERNMENT GAZETTE**

**Subscribers and Advertisers**

Please note that the principal office of the Victoria Government Gazette, published and distributed by The Craftsman Press Pty Ltd, has changed from 28 July 2005.

**The new office and contact details are as follows:**

Victoria Government Gazette Office  
Level 1, 520 Bourke Street  
Melbourne, Victoria 3000

DX 106 Melbourne

Telephone: (03) 9642 5808

Fax: (03) 9600 0478

Mobile (after hours): 0419 327 321

Email: [gazette@craftpress.com.au](mailto:gazette@craftpress.com.au)

Website: [www.craftpress.com.au/gazette](http://www.craftpress.com.au/gazette)

JENNY NOAKES  
Government Gazette Officer

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**PRIVATE ADVERTISEMENTS**

**DISSOLUTION OF PARTNERSHIP**

Take notice that the partnership previously made up of Peter John Walliker and Colleen Margaret Lennox trading as Stellar Sports was dissolved with effect from close of business on 30 June 2005, pursuant to a Deed of Dissolution signed by the said partners dated 30 June 2005 and that from 1 July 2005 Peter John Walliker will continue to trade as Stellar Sports.

BRENDAN H. HARDIMAN & ASSOCIATES,  
Barristers & Solicitors.

**DISSOLUTION OF PARTNERSHIP**

Notice is hereby given that the partnership heretofore subsisting between Cathie and Ronald Zeissler both of 24 Leslie Street, St Albans 3021 and Stephen and Susanne Borg now both of 1 The Coltswolds, Sunbury 3429 carrying on business as Total Inboard Marine has been dissolved as of October 2003.

Dated 21 August 2005

STEPHEN & SUSANNE BORG

Re: Estate of WILLIAM ROBERT WHILLANCE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of WILLIAM ROBERT WHILLANCE, late of 34 McCole Street, Sale, Victoria, retired, deceased, who died on 10 December 2004, are required to send particulars of their claims to the solicitors acting on behalf of the estate, being Allman, Moroney of 121 Raymond Street, Sale, Victoria, on or before 1 November 2005, after which date they will distribute the assets having regard only to the claims of which they then have notice.

ALLMAN, MORONEY, solicitors,  
121 Raymond Street, Sale.

DONALD CAMERON WISHART, late of "Pembryn", 114 Devonshire Lane, Mt Macedon, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 June 2005, are required by the trustee, Peter John Michael Turner of 143C Mollison Street, Kyneton, Victoria, legal

practitioner, to send particulars to him by 2 November 2005, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

ARMSTRONG COLLINS & DeLACY,  
legal practitioners for the trustee,  
143C Mollison Street, Kyneton.

Re: Estate of MARJORIE FLORENCE HARMSWORTH.

Creditors, next-of-kin and others having claims against the estate of MARJORIE FLORENCE HARMSWORTH, late of Nirvana Nursing Home of 78 Nirvana Avenue, Malvern East, Victoria, widow, deceased, who died on 18 May 2005, are requested to send particulars of their claims to the executor care of the undermentioned solicitors by 4 November 2005, after which date he will distribute the assets having regard only to the claims on which date he then has notice.

CHESSELL WILLIAMS, solicitors,  
13/379 Collins Street, Melbourne 3000.

Creditors, next-of-kin and other persons having claims against the estate of RONALD STEWART ASHTON, also known as Ronald Steward Ashton and Ronald James Ashton, pensioner, late of 33 Roselyn Crescent, Boronia, Victoria, who died on 9 March 2005, are required by the executors, Shane Craig Ashton of 5 Enfield Avenue, Park Orchards, butcher, Mathew Edward Ashton of 3 Dane Court, North Dandenong, chef and Melanie Gaye Wong of 64 Woodville Road, Mooroolbark, home duties, to send particulars of their claims to them care of the undermentioned solicitors by 31 October 2005, after which date they may convey or distribute the estate, having regard only to the claims of which they then have notice.

DE KEVER SPAULDING, lawyers,  
173 Boronia Road, Boronia 3155.

Re: KATHLEEN ELSIE BRUTON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 July 2005, are required by the trustees, Richard John Bruton and Susan Elizabeth Willox, to send particulars to them

care of the undersigned by 9 November 2005, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

GARDEN & GREEN, solicitors,  
4 McCallum Street, Swan Hill 3585.

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ASSUMPTA LEE, also known as Assumpta Lee Yuk Mui, late of Unit 9, 61 Haines Street, North Melbourne, in the State of Victoria. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 October 2004, are required by the executor, Dominic Li of 30 Dent Street, Glen Iris, in the said State, to send particulars to him care of the undermentioned solicitors by 7 November 2005, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

GOLDSMITHS, barristers & solicitors,  
13 Errol Street, North Melbourne 3051.

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RE: DONALD FREDERICK CAMERON, late of 101 Serpells Road, Templestowe, Victoria, retired company director, deceased.

Next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 July 2003, are required by the trustee to send particulars to the trustee c/- Douglas James Neilson, c/- BDO Services (Vic.) Pty Ltd, at 563 Bourke Street, Melbourne by 31 October 2005, after which date the trustee may convey or distribute the assets having regard only to the claims of which the trustee has notice.

HALL & WILCOX, solicitors,  
Level 30, Bourke Place,  
600 Bourke Street, Melbourne.

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JUDITH LEE SMITH, late of "Karinya", 96 Main Road, Lancefield, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 December 2004, are required by the trustees and executors, Rosa Lee Fratturo of "Bingalong", Uphills Road, Forbes, New South Wales, farmer, and James Barfett Nance-Kivell of 250 Big Pats Creek Road, Big Pats Creek, Victoria, rigger, to send their particulars to them at the address appearing below by 31 December 2005, after which date the trustees and executors may convey or

distribute the assets, having regard only to the claims of which they have notice.

JAMES KELLEHER, legal practitioner,  
75 Main Street, Romsey 3434.

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ARMINEL MARJORIE WREFORD, late of Ray M. Beggs Hostel, Kyneton, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 April 2005, are required by the trustee and executor, Rosa Lee Fratturo of "Bingalong", Uphills Road, Forbes, New South Wales, farmer, to send their particulars to her at the address appearing below by 30 November 2005, after which date the trustee and executor may convey or distribute the assets, having regard only to the claims of which they have notice.

JAMES KELLEHER, legal practitioner,  
75 Main Street, Romsey 3434.

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Re: PHILIP CORNELIS ANTHONY KRAAN, late of 1105 Frankston-Dandenong Road, Carrum Downs, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 April 2005, are required by the trustee, to send particulars of their claim to him at the office of his solicitors, John Burgess & Co. solicitors, 255 Springvale Road, Springvale, by 4 November 2005, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

JOHN BURGESS & Co., solicitors,  
255 Springvale Road, Springvale.

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WINSLOW STEWART CAMERON, late of Blackwoods Road, Buckrabanyule. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 April 2005, are required by the personal representatives, Ronald James Cameron, Delcie Halliday Baggs and Margaret Winsome Ranton, to send particulars to them care of the solicitor named below by 4 November 2005, after which date the personal representatives may distribute the assets, having regard only to the claims of which they then have notice.

KAREN LEE PROBST, solicitor,  
116 Napier Street, St Arnaud 3478.

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Creditors, next-of-kin and others having claims in respect of the estate of BERNARD JOHN RAWLINGS, late of Unit 3, No. 46 Ulupna Road, Ormond, Victoria, retired, deceased, who died on 16 July 2005, are required by Faye Frances Sadler of 29 Canterbury Road, Canterbury, Victoria, manager, and Gail Joyce Rawlings of 4 Baden Powell Close, Strathdale, Victoria, bank manager, the substitute executors names in the Will of the said deceased, to send particulars of such claims to the solicitors acting for the said executors, namely Kelly & Chapman, 300 Centre Road, Bentleigh, by 15 November 2005, after which date the said executors may convey or distribute the assets of the deceased, having regard only to the claims of which they or their solicitors then have notice.

KELLY & CHAPMAN, lawyers,  
300 Centre Road, Bentleigh 3204.

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Creditors, next-of-kin and others having claims in respect of the estate of ALAN RAYMOND WHITE, deceased, late of 34 Bonny Street, East Bentleigh, Victoria, retired, who died on 26 June 2005, are required by Malcolm Ross White of 9 Michigan Place, Rowville, Victoria, who is applying to the Supreme Court for a Grant of Probate of the deceased's last Will and Testament dated 2 March 2004, to send particulars of such claims to the solicitors acting for the said executor, namely Kelly & Chapman of 300 Centre Road, Bentleigh by 7 November 2005, after which date the said executor may convey or distribute the assets of the deceased, having regard only to the claims of which he or his solicitors then have notice.

KELLY & CHAPMAN,  
solicitors for the executor,  
300 Centre Road, Bentleigh 3204.

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Creditors, next-of-kin and others having claims in respect of the estate of HOWARD LEELAND HUMPHREY, late of 70 Lafayette Street, Traralgon, Victoria, retired gentleman, deceased, who died on 7 August 2005, are to send their claims to the trustees, Deidre Trueman of 70 Lafayette Street, Traralgon, Victoria, and Garth Milson Reese-Hackford of 115 Hotham Street, Traralgon, Victoria, care of the belowmentioned solicitors by 31 October 2005,

after which date they will distribute the assets of the deceased, having regard only to the claims of which they then have notice.

LITTLETON HACKFORD, solicitors,  
Law Chambers,  
115–119 Hotham Street, Traralgon, Vic. 3844.

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Re: ROMA HAZEL EMMERSON, late of Unit 1, 54 Leila Road, Carnegie, Victoria, married woman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 November 2004, are required by the trustee, Perpetual Trustees Consolidated Limited, in the Will called National Mutual Trustees, of 360 Collins Street, Melbourne, Victoria, to send particulars to the trustee by 31 October 2005, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MADDOCKS, lawyers,  
140 William Street, Melbourne 3000.

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Re: ESMAY CONSTANCE WHITE, late of Amity Nursing Home, 349–351 North Road, Caulfield South, Victoria, but formerly of 510 Mitcham Road, Mitcham, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 March 2005, are required by the trustee, Elizabeth Lauder White, to send particulars to the trustee care of the undermentioned solicitors by 31 October 2005, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

MADDOCKS, lawyers,  
140 William Street, Melbourne 3000.

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ARTHUR MARSHALL, late of The Bays Nursing Home, Victoria Street, Hastings, Victoria, retired, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 November 2004, are required to send particulars of their claims to the trustee care of the undermentioned

solicitors by 20 November 2005, after which date the trustee or personal representative or applicant for grant of administration may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

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Re: ANDRZEJ ZEBROWSKI, late of  
3 Explorers Place, Craigieburn, in the State of  
Victoria.

Creditors, next-of-kin and others having claim in respect of the estate of the above deceased, who died at Craigieburn on 28 November 2004, are required by the administrator and trustee of the said deceased, Andrzej Zebrowski, care of McNab McNab & Starke of 21 Gorge Road, South Morang, to send particulars to them by 31 October 2005, after which date the trustee may convey or distribute the assets having regard only to the claims of which they then have notice.

McNAB McNAB & STARKE, solicitors,  
21 Gorge Road, South Morang, Vic. 3752.  
Tel: 9404 1244.

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GEOFFREY JAMES WALKER (also known as Geoff Walker), late of Unit 69, 163–171 Flemington Road, North Melbourne, Victoria, warehouse manager, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 August 2005, are required by the executor, ANZ Executors & Trustee Company Limited (ACN 006 132 332) of 530 Collins Street, Melbourne, Victoria, to send particulars to it by 1 November 2005, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

MILLS OAKLEY, lawyers,  
121 William Street, Melbourne.

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Re: DELMA CARMEN HOLLINGWORTH, late of Ashby Residential Aged Care Hostel, 25–31 Ashford Street, Lower Templestowe, Victoria, but formerly of Unit 3, 32 Shannon Street, Box Hill North, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 May 2005, are required by the trustees, Peter Raymond De Vercelli of 24 Bellavista Road, Glen Iris, Victoria, builder, Diana Silvia Murphy of 35 Linton Avenue, Lower Templestowe, Victoria, retired personal assistant, and David Anthony De Vercelli of 2 Liquidambar Lane, Mt Evelyn, Victoria, builder, to send particulars to the trustees by 2 November 2005, after which date they may convey or distribute the assets, having regard only to the claims of which they then have notice.

PEARCE WEBSTER DUGDALES, solicitors,  
4th Floor, 379 Collins Street, Melbourne 3000.

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Creditors, next-of-kin and others having claims against the estate of DORIS JEAN MILLIGAN, late of Waverley Hill, 946–952 Ferntree Gully Road, Wheelers Hill, in the State of Victoria, married woman, deceased, who died on 11 November 2004, are required to send particulars of the claims to the executrices, Leigh Ann Fry and Wendy Joy Beacom, care of the undermentioned solicitor by 8 November 2005, after which date they will distribute the estate of the deceased, having regard only to the claims of which they then have notice.

PETER GARDINER, solicitor,  
Office 1, 2 Colin Avenue, Warrandyte 3113.

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Re: NORMAN WALLACE HOLDEN ATKINS, late of 25 Bellarine Highway, Newcomb, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 August 2005, are required by ANZ Executors & Trustee Company Limited, ACN 006 132 332, the executor of the Will of the deceased, to send particulars of their claims to the executor care of their solicitors, Russell Kennedy at Level 12, 469 La Trobe Street, Melbourne, Victoria, by 2 November 2005, after which date the executor may convey or distribute the assets, having regard only to the claims of which it then has notice.

RUSSELL KENNEDY, solicitors,  
Level 12, 469 La Trobe Street, Melbourne 3000.

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Re: ROBERT BRUCE STODDART EDWARDS of 84 Summerhill Road, Glen Iris, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 17 August 2005, are required by ANZ Executors & Trustee Company Limited, ACN 006 132 332, the executor of the Will of the deceased, to send particulars of their claims to the executor care of their solicitors, Russell Kennedy at Level 12, 469 La Trobe Street, Melbourne, Victoria, by 2 November 2005, after which date the executor may convey or distribute the assets, having regard only to the claims of which it then has notice.

RUSSELL KENNEDY, solicitors,  
Level 12, 469 La Trobe Street, Melbourne 3000.

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Re: BRIAN DESMOND FARRELL, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of BRIAN DESMOND FARRELL, late of 4 Varzin Avenue, Surrey Hills, Victoria, deceased, who died on 24 December 2004, are required by the executors, Equity Trustees Limited of Level 2, 575 Bourke Street, Melbourne, Victoria, and Louise Kate Farrell of 4 Varzin Avenue, Surrey Hills, Victoria, to send particulars to them by 2 November 2005, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

SHIFF & COMPANY, solicitors,  
Level 2, 34 Queen Street, Melbourne 3000.

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Re: AGNES ELLEN SAXBY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of AGNES ELLEN SAXBY, late of Rumbalara Nursing Home, 171 Church Street, Brighton, Victoria, deceased, who died on 16 May 2005, are required by the executor, Equity Trustees Limited of 575 Bourke Street, Melbourne, Victoria, to send particulars to them by 2 November 2005, after which date the executor may convey or distribute the assets, having regard only to the claims of which they then have notice.

SHIFF & COMPANY, solicitors,  
Level 2, 34 Queen Street, Melbourne 3000.

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SHIRLEY DELANEY, late of 160 Mornington–Tyabb Road, Mornington, Victoria, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 June 2005, are required by the executor, Shane Frank Delaney of 7 Meadow Place, Templestowe, Victoria, to send particulars to him by 4 November 2005, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

STIDSTON & WILLIAMS WEBLAW,  
solicitors,  
Suite 1, 10 Blamey Place, Mornington.

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Re: CORNELIUS PAUL O'SHEA, deceased.

Creditors, next-of-kin and others having claims against the estate of CORNELIUS PAUL O'SHEA, late of 137 Simpson Street, East Melbourne, Victoria, retired, deceased, who died on 28 April 2005, are required to send particulars of their claims to Brendon Gavan Belleville, care of Tolhurst Druce & Emmerson, 520 Bourke Street, Melbourne, Victoria, accountant, the executor of the said deceased, on or before 2 November 2005, after which date he will distribute the assets, having regard only to the claims of which he then has notice.

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

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Re: GWENDOLINE MAVIS HIORT, late of 11 Park Avenue, Preston, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 May 2005, are required to send particulars of their claims to Equity Trustees Limited of 575 Bourke Street, Melbourne 3000 by 25 November 2005, after which date the executor may convey or distribute the assets, having regard only to the claims of which they may then have notice.

WILLS & PROBATE VICTORIA, lawyers,  
Level 5, 360 Little Bourke Street, Melbourne.

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Re: GLADYS MAY ROBERTS, late of Rosebud Private Nursing Home, 8–16 Capel Avenue, Rosebud West, Victoria, deceased.



Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 March 2005, are required by the trustee, Kim Syme Price, to send particulars to the trustee c/- the undermentioned solicitors by 1 November 2005, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

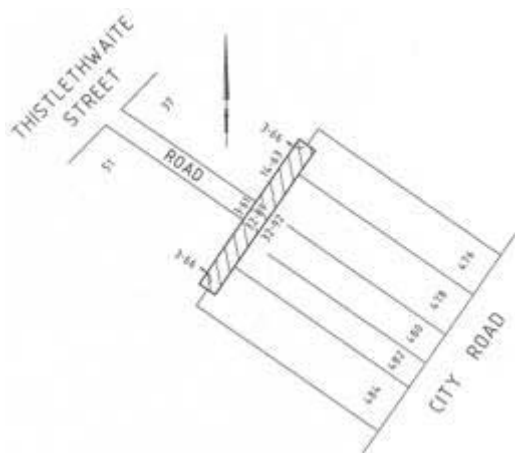
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**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**



**Discontinuance of Road**

Notice is hereby given that the Port Phillip City Council, at its ordinary meeting on 30 May 2005, formed the opinion that the section of road shown hatched on the plan below is not reasonably required as a road for public use and resolved to discontinue the road, and having advertised and served notices regarding the proposed discontinuance and hearing submissions under Section 223 of the **Local Government Act 1989**, orders that the road at the rear 37 & 51-59 Thistlethwaite Street, South Melbourne be discontinued pursuant to Section 206 and Schedule 10, Clause 3 of the said Act, and the land of the discontinued road be sold by private treaty to the owners of the land abutting the road.

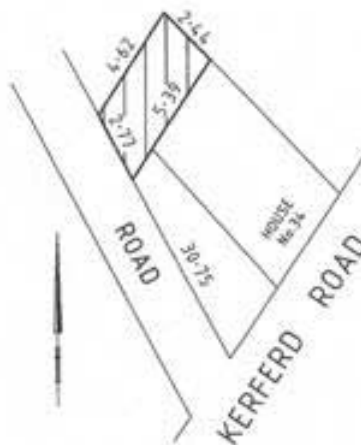


DAVID SPOKES  
Chief Executive Officer



**Discontinuance of Road**

Notice is hereby given that the Port Phillip City Council, at its ordinary meeting on 30 May 2005, formed the opinion that the section of road shown hatched on the plan below is not reasonably required as a road for public use and resolved to discontinue the road, and having advertised and served notices regarding the proposed discontinuance and hearing submissions under Section 223 of the **Local Government Act 1989**, orders that the road at the rear 34 Kerferd Road, Albert Park be discontinued pursuant to Section 206 and Schedule 10, Clause 3 of the said Act, and the land of the discontinued road be sold by private treaty to the owners of the land abutting the road.



DAVID SPOKES  
Chief Executive Officer



#### Meeting Procedure Local Law

In accordance with section 119 of the **Local Government Act 1989** (the Act), notice is hereby given that the Port Phillip City Council (the Council) proposes to repeal Local Law No. 2/2000, Council Meeting Procedures, and replace it by making a new Local Law No. 2/2005 under Sections 91 and 111 of the Act for the purposes of:-

- (a) regulating proceedings at Council meetings and special committees conducted by or on behalf of the Council;
- (b) providing for the election of the Mayor and Deputy Mayor of Council and the Chairpersons of special committees comprised solely of Councillors;
- (c) regulating the use of the common seal of the Council; and
- (d) substituting the Meeting Procedure Local Law No. 2/2005 for the previously existing Council Meeting Procedures Local Law No. 2/2000.

The general purport of Local Law No. 2/2005 includes specification of the form of regulation with a view to achieving the stated objectives and, in particular, provides for:

- (a) the manner in which the Mayor, Deputy Mayor and Chairpersons of special committees comprised solely of Councillors are elected;
- (b) the quorums for meetings;
- (c) the meeting procedures and administrations;
- (d) the method of addressing confidential reports;
- (e) the conduct of question time;
- (f) the procedures for motions and debate;
- (g) the manner in which the standards of conduct will be regulated;
- (h) the manner for receiving deputations and public comment; and
- (i) the procedures for and restriction of the use of the common seal of the Council and the prohibition of unauthorised use of any device resembling the common seal.

A copy of the proposed Local Law may be inspected at or obtained from the Council Offices at: St Kilda Town Hall, corner of Carlisle Street and Brighton Road, St Kilda; Port Melbourne Town Hall, 333 Bay Street, Port Melbourne; South Melbourne Town Hall, 208-220 Bank Street, South Melbourne, during office hours, 8.30 am – 5.00 pm, Monday to Friday.

Any person affected by the proposed Local Law may make a submission to the Council. Submissions received by the Council within 14 days of the date of this notice will be considered in accordance with section 223 of the Act. Any person requesting that he or she be heard in support of a written submission is entitled to appear before a meeting of the Strategy & Policy Review Committee, either personally or by a person acting on his or her behalf, at 6.00 pm on Monday 3 October 2005, in the Council Chamber at the St Kilda Town Hall. Copies of all submissions received will be made available for public inspection.

Submissions, clearly marked "Local Law", should be posted to the Chief Executive Officer, Private Bag No. 3, Post Office St Kilda 3182, by Friday 16 September 2005. Telephone enquiries concerning this matter should be directed to Mr Norm McClelland on 9209 6589.

DAVID SPOKES  
Chief Executive Officer



#### Meeting Procedure Local Law 2002

Brimbank City Council proposes to amend clause 85(3) of its Meeting Procedure Local Law No. 1 of 2002.

The purpose of the proposed amendment is to ensure appropriate arrangements for the execution of documents. The amended provision will provide that when the common seal is to be affixed to documents, it shall be witnessed by one Councillor and the Chief Executive Officer (or in his/her absence a member of Council staff authorised by Council). This will replace a more complex provision which requires that the common seal is witnessed by the Mayor, Chief Executive Officer and one (1) other Councillor.

Copies of the proposed Meeting Procedure Local Law are available on Council's website [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au) or by phoning 9249 4000.

Any person affected by the amendment may make a submission under Section 223 of the **Local Government Act 1989**.

Submissions must be made in writing and sent to: General Manager, Council Business and Community Relations, Brimbank City Council, PO Box 70, Sunshine 3020.

Submissions must be received by 5.00 pm on 13 September 2005.

It should be noted that under S223 of the **Local Government Act 1989**, Council must make available to the public, upon request, details of all submissions made in the previous 12 months. This includes details of the person(s) making the submission.

MARILYN DUNCAN  
Chief Executive Officer

#### CENTRAL GOLDFIELDS SHIRE COUNCIL

##### Appointment of Local Public Holiday

Notice is given that the Council of the Central Goldfields Shire, in accordance with section 7(1) of the **Public Holidays Act 1993**, has appointed Tuesday 1 November 2005, being Melbourne Cup Day, as a public holiday throughout the municipal district of the Shire.

MARK W. JOHNSTON  
Chief Executive Officer



##### Proposal To Make New Local Law

Notice is hereby given that the Colac Otway Shire Council proposes to make Local Law No. 2 of 2005 – General Local Law (Redrafted).

The purposes and general purport of the Local Law are to:

- repeal and replace Local Laws 2, 3, 5, 7 and part 12;
- provide for the peace, order and good government of the municipal district;

- promote a physical and social environment free from hazards to health in which the residents of the municipal district can enjoy a quality of life that meets the general expectations of the community; and
- prevent and suppress nuisances which may adversely affect the enjoyment of life within the municipal district or the health, safety and welfare of persons within the municipal district.

A copy of the proposed Local Law is available for inspection at Colac Otway Shire Customer Service Centres in Rae Street, Colac, and Nelson Street, Apollo Bay; and the Colac Regional Library and Mobile Library Service.

A copy is also available on Council's website at [www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au) or by contacting Karen Borch on 5232 9413.

Any person affected by the proposed Local Law may make a written submission in accordance with the provisions of Section 223 of the **Local Government Act 1989**. Submissions should be lodged no later than 16 September 2005 and should be forwarded to Chief Executive Officer, PO Box 283, Colac 3250.

Persons making a submission should state whether they wish to be heard in support of their submission. Any person who has made a written submission and has requested to be heard will be given the opportunity to address a Special Meeting of the Council on 21 September 2005 at 1.00 pm, in COPACC's Meeting Room, Gellibrand Street, Colac.

TRACEY SLATTER  
Chief Executive Officer  
[www.colacotway.vic.gov.au](http://www.colacotway.vic.gov.au)

#### MARIBYRNONG CITY COUNCIL

##### General Purposes Local Law – Gazettal Ad Inviting Submissions

Maribyrnong City Council (Council), at its meeting on 23 August 2005, resolved to make a draft "General Purposes" Local Law and gives notice of the draft Local Law pursuant to S119(2) of the **Local Government Act 1989** (the Act) and invites public submissions in accordance with S223 of the Act.

**Purpose**

The purpose of the "General Purposes" Local Law is to:

- (a) provide for the peace, order and good government of the Municipal District of the Maribyrnong City Council;
- (b) promote a physical and social environment free from hazards to health, in which the residents of the Municipal District can enjoy a quality of life that meets the general expectations of the community;
- (c) prevent and suppress nuisances which may adversely affect the enjoyment of life within the Municipal District or the health, safety and welfare of persons within the Municipal District; and
- (d) prohibit, regulate and control activities which may be dangerous or unsafe or detrimental to the quality of life and the environment of the Municipal District.

**General Purport**

The general purport of the Local Law is to define and determine the manner in which the following activities under the control of the Council will be controlled and regulated:

- Reserves;
- Parks, Gardens, Reserves and Street Trees;
- Behaviour on Roads and Council Land;
- Municipal Recreation Centres;
- Consumption of Alcohol in Public Area;
- Use of Land;
- Clothing Recycling Bins;
- Camping and Caravans;
- Numbering of Properties;
- Signs, Goods and Furniture;
- Sale of Goods, Street Collections and Spruiking;
- Building Sites;
- Occupation of Roads for Works;
- Spoil on Roads;
- Traffic Hazards;
- Vehicle Crossings;
- Motor, Recreational and Toy Vehicles;
- Animals and Birds;
- Waste Disposal;
- Management of Drains;

- Open Air Burning and Incinerators;
- Audible Intruder Alarms; and
- Administration and Enforcement.

Copies of the proposed Local Law are available from the municipal offices at the corner of Hyde and Napier Streets, Footscray, phone: 9688 0200 and from the Council web site at [www.maribyrnong.vic.gov.au](http://www.maribyrnong.vic.gov.au).

Written submissions addressed to the Maribyrnong City Council, PO Box 58, Footscray 3011, will be received until 13 September 2005 and will be considered in accordance with S223 of the Act.

Any person who has made a written submission to the Council and requested that they be heard in support of their written submission is entitled to appear in person, or may be represented by a person acting on their behalf, before a meeting of the Committee on Tuesday 13 September 2005 at 6.00 pm in the Council Chamber.

Following consideration of submissions, Council may resolve to make the proposed Local Law with or without any amendment or not to make the Local Law.

JOHN LUPPINO  
Acting Chief Executive Officer



**Council Meeting Procedures  
(Amendment) Local Law No. 1 of 2005**

Notice is hereby given pursuant to Section 119(3) of the **Local Government Act 1989** that, at a meeting of Moyne Shire Council held on Tuesday 23 August 2005, the Council made a local law titled "Council Meeting Procedures (Amendment) Local Law No. 1 of 2005".

The purpose of the Local Law is to:

- provide for the peace, order and good government of Council's municipal district;
- amend Council's Council Meeting Procedures Local Law No. 4 ("the Principal Local Law"); and
- regulate proceedings at meetings of the Council and its Councillors, including special committees, advisory committees, on-site inspections and briefings.

## The Local Law:

- inserts a new objective into the Principal Local Law;
- inserts additional procedures for meetings of the Council and its Councillors, including special committees, advisory committees, on-site inspections and briefings, dealing with withdrawal of remarks, adjournment of disorderly meetings, suspensions, and removal from the Chamber; and
- makes it an offence:
  - for a person to use the common seal without Council's authority;
  - for a Councillor to not withdraw an expression or satisfactorily apologise when requested by the Chairman to do so;
  - for any person, not being a Councillor, who is guilty of any improper or disorderly conduct to not leave the meeting when requested by the Chairman to do so;
  - for any person to fail to obey a direction of the Chairman relating to the conduct of the meeting and the maintenance of order; and
  - for a Councillor to refuse to leave the chamber on suspension.

A copy of the Local Law may be inspected at or obtained from Council's office at Princes Street, Port Fairy. Office hours are 8.45 am to 4.45 pm.

GRAHAM SHIELL  
Chief Executive Officer

**Planning and Environment Act 1987**

## BAYSIDE PLANNING SCHEME

## Notice of Map Discrepancy

## Amendment C48

In proposed Amendment C48 to the Bayside Planning Scheme exhibited during May–June 2005 the map included in Clause 22.06 – Neighbourhood Character Policy incorrectly delineates the boundaries for Precincts G1/G2 and H3/H6.

The G1/G2 precinct corrections affect the boundary alignment in the vicinity of Holloway Road and Spring Street, Sandringham and Tulip Street and Fern Street, Black Rock.

The H3/H6 precinct corrections affect the boundary alignment in the vicinity of Hornby Street and Fourth Street, Beaumaris.

It should be noted that only the map is in error, the text in Clause 22.06 – Neighbourhood Character Policy relating to Precincts G1/G2 and H3/H6 is correct.

While exhibition of Amendment C48 ended on Friday 17 June 2005 the deadline for comment from any person in the areas outlined above has been extended. Council will consider submissions received until Friday 30 September 2005.

You may inspect the exhibited Amendment, any documents that support the Amendment, the explanatory report about the Amendment, supplementary report and revised map, free of charge, during office hours, at: Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, Melbourne, Vic. 3000; Bayside City Council, Corporate Centre, 76 Royal Avenue, Sandringham, Vic. 3191; Sandringham Library, 2–8 Waltham Street, Sandringham, Vic. 3191; Brighton Library, 14 Wilson Street, Brighton, Vic. 3186; Hampton Library, 1D Service Street, Hampton, Vic. 3188; and Beaumaris Library, Reserve Road, Beaumaris, Vic. 3193.

Submissions about the Amendment must be in writing and be sent to: Chief Executive Officer, Bayside City Council, PO Box 27, Sandringham, Vic. 3191.

CATHERINE DALE  
Chief Executive Officer

**Planning and Environment Act 1987**

## GANNAWARRA PLANNING SCHEME

## Notice of Preparation of Amendment

## Amendment C13

## Authorisation A36

The Gannawarra Shire Council has prepared Amendment C13 to the Gannawarra Planning Scheme.

In accordance with section 9(2) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Gannawarra Shire Council as planning authority to prepare the Amendment. The Minister also authorised the Gannawarra Shire Council to approve the Amendment under section 35B of the Act.

The land affected by the Amendment is part Lot 1, Part Crown Allotment 2, Section 1, Parish of Kerang. The Amendment affects 4524m<sup>2</sup> of land located at 10A Riverwood Drive, Kerang.

The Amendment proposes to rezone the land from Residential 1 Zone to Industrial 3 Zone to reflect the current use of the land.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the office of the planning authority, Gannawarra Shire Council, 49 Victoria Street, Kerang; Department of Sustainability and Environment, North West Region office, 1 Taylor Street, Epsom; and at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne.

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 submissions is 7 October 2005. A submission must be sent to John McCurdy, Manager Planning, Gannawarra Shire Council, at PO Box 287, Kerang 3579.

DES BILSKE  
Chief Executive Officer

### **Planning and Environment Act 1987**

#### **KINGSTON PLANNING SCHEME**

#### **Notice of Preparation of Amendment**

#### **Amendment C57**

#### **Authorisation A0055**

The Kingston Council has prepared Amendment C57 to the Kingston Planning Scheme.

In accordance with section 9(2) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Kingston City Council as planning authority to prepare the Amendment.

The land affected by the Amendment is 202–204 Old Dandenong Road, Heatherton and 206 Old Dandenong Road, Heatherton.

The first component of the Amendment proposes to rezone a small section of land along

the north and east boundary of 202–204 Old Dandenong Road, Heatherton from a Public Use 3 Zone (Health and Community) to a Green Wedge Zone (Schedule 2) as it is proposed to be sold by the Department of Education and Training. The second component of the Amendment proposes to rezone land at 206 Old Dandenong Road, Heatherton from a Public Use 3 Zone (Health and Community) to a Public Use 6 Zone (Local Government) to provide for a Council Operations Centre.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the office of the planning authority, Kingston City Council, Level 1, 1230 Nepean Highway, Cheltenham or by visiting Kingston's website at [www.kingston.vic.gov.au](http://www.kingston.vic.gov.au); and at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne.

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 submissions is 3 October 2005. A submission must be sent to: City of Kingston, Strategic Planning Department, PO Box 1000, Mentone, Vic. 3194, Attention: Rita Astill.

JONATHAN GUTTMANN  
Manager Strategic Planning

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, ABN 68 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 7 November 2005 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.

COLLAS, Edna Ada, late of Room 27, Loudon Road, Burwood, Vic. 3125, pensioner, and who died on 29 June 2005.

SAMMUTT, Anthony William Henry, late of Western Port Hostel, Victoria Street, Hastings, Victoria 3915, retired, and who died on 27 May 2005.

STORER, Robert Henry, late of Berwick Private Nursing Home, 25 Parkhill Drive, Berwick, Victoria 3806, retired, and who died on 3 April 2005.

THOMAS, Lorna Jane, late of Lumeah Home for the Aged, 78 Bruce Street, Preston West, Victoria 3072, pensioner, and who died on 6 August 2005.

WEBSTER, Gladys, late of Bethany Hostel, 440 Camberwell Road, Camberwell, Victoria 3124, home duties, and who died on 1 April 2005.

Dated 29 August 2005

DAVID BAKER  
Manager  
Executor and Trustee Services

#### EXEMPTION

Application No. A240 of 2005

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** by Kara House Inc. The application is for renewal of exemption A67 of 2002 which expired on 17 April 2005. The application for exemption is to enable the applicant to advertise for and employ women as staff and to provide accommodation for women and children (“the specified conduct”).

Upon reading the material submitted in support of the application, including an affidavit of Ms Gail Bowen, Kara House Inc., the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 45, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to engage in the specified conduct.

In granting this exemption the Tribunal noted that:

- An exemption in similar terms was granted in April 2002.
- Kara House provides a crisis accommodation refuge service for women and children escaping domestic violence.
- The applicant offers communal living arrangements for women and children during

crisis periods. Many of the applicant’s clients have experienced physical, verbal and psychological abuse at the hands of male perpetrators. The applicant’s clients are extremely distressed, emotionally vulnerable and are seeking a safe and protected environment. As such, it would not be appropriate to house men within this context.

- Due to the delicate and sensitive nature of the difficulties experienced by the applicant’s clients, the applicant wishes to employ women only to work in the service.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 13, 45, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to engage in the specified conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 September 2008.

Dated 24 August 2005

HER HONOUR JUDGE SANDRA DAVIS  
Vice President

#### EXEMPTION

Application No. A242 of 2005

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** by the Department for Victorian Communities. The application is for renewal of exemption A34 of 2002 which expired on 20 February 2005. The application for exemption is to enable the applicant to advertise for and offer traineeships and apprenticeships available under the Victorian Government’s Youth Employment Scheme to Aboriginal and Torres Strait Islander and Australian born South Sea Islander young people aged 15 to 24 years (“the specified conduct”).

Upon reading the material submitted in support of the application, including an affidavit of Mr Stephen Ward, Manager – Employment Grants Program, Department for Victorian Communities, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to engage in the specified conduct.

In granting this exemption the Tribunal noted that:



- an exemption in similar terms was granted in February 2002;
- the Victorian Government has a commitment under the Jobs for Victoria policy to create 2,600 apprenticeships and traineeships in the State Public Sector under the Youth Employment Scheme;
- the Youth Employment Scheme is aimed at reducing the rate of youth unemployment in Victoria by providing opportunities for young people to gain paid work experience, training and qualifications that lead to sustainable employment; and
- in the offering of apprenticeships and traineeships through the Youth Employment Scheme, preference will be given to young unemployed people who face barriers to entering the workforce including Indigenous young people.

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 engage in the specified conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 September 2008.

Dated 24 August 2005

HER HONOUR JUDGE SANDRA DAVIS  
Vice President

#### EXEMPTION

Application No. A281 of 2005

The Victorian Civil and Administrative Tribunal has considered an application pursuant to Section 83 of the **Equal Opportunity Act 1995** by Prahran Mission, Mothers Support Program. The application for exemption is to enable the applicant to advertise for and employ women only as staff in its Mothers Support Program ("the specified conduct").

Upon reading the material submitted in support of the application, including an affidavit of Ms Bronwyn Massie, Team Leader, Home Based Outreach Programs, Prahran Mission, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to engage in the specified conduct.

In granting this exemption the Tribunal noted that:

- The Mothers Support Program is a free service, funded by the Department of Human Services Mental Health Branch.
- The program offers home based outreach support to women in their homes who have a psychiatric disability and dependent children in their care.
- Consumers of the service are women who deal with a multitude of issues relating to psychiatric illness and the effect on family and children, domestic violence, sexual abuse, family separation and parenting.
- An exemption in similar terms was granted in June 2001 which expired on 20 June 2004.

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 engage in the specified conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 September 2008.

Dated 26 August 2005

HER HONOUR JUDGE  
SANDRA DAVIS  
Vice President

#### Children's Services Act 1996

##### NOTICE OF EXEMPTION

Under section 6 of the **Children's Services Act 1996** ("the Act"), the Acting Minister for Children, Acting Minister for Community Services hereby declares that the Kilsyth Child Care Centre, Licence number 2132 ("the service") is exempt from the qualified staff members requirement as set out in regulation 24 of the Children's Services Regulations 1998.

This exemption is granted subject to the conditions that the proprietor must ensure that:

1. Compliance with the child to staff members ratios as set out in regulation 24;
2. Compliance with the child/qualified staff members ratios as set out in regulation 24 except that the staff member who is a primary trained teacher ("the nominated staff member") may be included in the qualified staff members ratios;

3. The nominated staff member is undertaking a course to attain a post-secondary early childhood qualification which has been approved under regulation 25; and
4. The nominated staff member conducts the funded 4 year old group on Monday and Tuesday each week between 8.30 am and 1.00 pm; on Wednesdays from 9.30 am – 5.30 pm.
5. The part-time early childhood qualified staff member employed at the service is able to provide mentoring and supervision for the nominated staff member.

This exemption remains in force until 31 August 2005.

Dated 23 June 2005

HON GAVIN JENNINGS MLC  
Acting Minister for Children  
Acting Minister for Community Services

#### **Co-operatives Act 1996**

CARRINGTON PRIMARY SCHOOL  
CO-OPERATIVE LTD  
220 CO-OPERATIVE LTD  
PENINSULA FOOTBALL  
CO-OPERATIVE LTD  
HERB GROWERS OF WEST GIPPSLAND  
CO-OPERATIVE LTD

On application under section 601 AA (1) of the **Corporations Act 2001** (the Act), by the co-operatives named above, notice is hereby given under section 601 AA (4) of the Act, as applied by section 316 of the **Co-operatives Act 1996**, that, at the expiration of two months from the date of this notice, the names of the co-operatives listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and their registration will be dissolved.

Dated at Melbourne 1 September 2005

ANDREW LEVENS  
Assistant Registrar of Co-operatives  
Consumer Affairs Victoria



**Heritage**  
VICTORIA

#### **Heritage Act 1995**

#### **COVENANT PURSUANT TO SECTION 85 OF THE HERITAGE ACT 1995 HERITAGE PLACE NO. H 2009**

‘Jolimont Square’, Wellington Parade South,  
East Melbourne

It is proposed that the Executive Director, Heritage Victoria, by Deed of Delegation of the Heritage Council of Victoria, execute a Covenant with Folkestone (EMT) Pty Ltd, the registered proprietor of the above Heritage Place, being the land identified in Certificate of Title Volume 3989, Folio 763. The Covenant will bind the owner to the conservation of the Heritage Place in accordance with the Covenant.

The form of the Covenant is viewable at the offices of Heritage Victoria, Level 22, 80 Collins Street, Melbourne during business hours. Contact Mr William Zormann, telephone 9655 6329.

Any person wishing to make a written submission in regards to the varied Covenant should write to the Executive Director, Heritage Victoria care of the above address within 28 days of the publication of this notice.

RAY TONKIN  
Executive Director  
Heritage Victoria

#### **Land Acquisition and Compensation Act 1986**

FORM 7 S.21  
Reg. 16

#### Notice of Acquisition

#### Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as appropriated or set apart for easements of Way Drainage Sewerage and Electricity Supply on Plan of Subdivision 140381, Parish of Eumemmerring, comprising 4.252 ha and being land described in Certificate of Title Volume 9490, Folio 209, shown as Parcel 10 on Survey Plan 20899B and Parcels 22 and 23 on Survey Plan 20900A.

**Interest acquired:** That of Endeavour Hills Pty Limited and all other interests.

Published with the authority of VicRoads.  
Dated 1 September 2005

For and on behalf of VicRoads  
BERNARD TOULET  
Manager  
VicRoads Property

Published with the authority of VicRoads.  
Dated 1 September 2005

For and on behalf of VicRoads  
BERNARD TOULET  
Manager  
VicRoads Property

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**Land Acquisition and Compensation Act 1986**

FORM 7 S.21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of a Reserve for Municipal Drainage and Sewerage Purposes on Plan of Subdivision 145010, Parish of Eumemmerring, comprising 168.0 square metres and being land described in Certificate of Title Volume 9552, Folio 904, shown as E2 on Survey Plan 20928A.

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

Published with the authority of VicRoads.  
Dated 1 September 2005

For and on behalf of VicRoads  
BERNARD TOULET  
Manager  
VicRoads Property

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**Land Acquisition and Compensation Act 1986**

FORM 7 S.21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Moreland City Council declares that by this notice it acquires the following interest in the land described as part of Lot 1 on Title Plan 556648E and Part of Lot 78, Crown Portion 104 (part), Parish of Jika Jika comprising 26.0 square metres and being land described in Certificate of Title Volume 1365, Folio 943 and Conveyance Book 302, No. 427, shown as Parcel 1 on Survey Plan 20966L.

**Interest acquired:** That of Merrifield Investments Pty Ltd, ACN 080758701, and all other interests.

Published with the authority of Moreland City Council.

Dated 1 September 2005

For and on behalf of Moreland City Council:  
ADRIAN O'BRIEN  
Acquisition and Compensation Manager  
VicRoads Property  
Roads Corporation

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**Land Acquisition and Compensation Act 1986**

FORM 7 S.21  
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of the Tree Reserve on Plan of Subdivision 140381, Parish of Eumemmerring, comprising 52.0 square metres and being land described in Certificate of Title Volume 9490, Folio 207, shown as Parcel 20 on Survey Plan 20900A.

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

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**Mineral Resources Development Act 1990**

EXEMPTION FROM  
EXPLORATION LICENCE OR  
MINING LICENCE

I, Richard Aldous, Executive Director Minerals and Petroleum, pursuant to section 7 of the **Mineral Resources Development Act 1990** and under delegation by the Minister for Energy Industries and Resources:-

1. hereby exempt all that Crown land situated within the boundaries of exploration licence application 4901 that has been excised from the application, from being subject to an exploration licence or mining licence.
2. Subject to paragraph 3, this exemption applies until the expiration of 2 years after

the grant of the licence (if the licence is granted), or until the expiration of 28 days after the application lapses or is withdrawn or refused.

3. This exemption is revoked in respect of any land that ceases to lie within the boundaries of the application or licence, at the expiration of 28 days after the said land ceases to lie within the boundaries of the application or licence.

Dated 25 August 2005

RICHARD ALDOUS  
Executive Director  
Minerals and Petroleum

**Victoria Grants Commission Act 1976,  
No. 8887**

SUPPLY OF INFORMATION, 2004–2005

Pursuant to Section 10(a) of the **Victoria Grants Commission Act 1976**, No. 8887, the Commission has fixed Friday 28 October 2005 as the day by which each Municipal Council within the State of Victoria shall complete and return to the Commission the Local Government Accounting and General Information for the year ended 30 June 2005.

COLIN MORRISON  
Executive Officer  
Victoria Grants Commission

**Private Agents Act 1966**

NOTICE OF RECEIPT OF APPLICATION FOR LICENCE  
UNDER THE PROVISIONS OF THE **PRIVATE AGENTS ACT 1966**

I, the undersigned, being the Deputy Registrar of the Magistrates' Court at Ringwood hereby give notice that application as under, has 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>
Sylva Altun	Level 1, 7 Cochrane Street, Mitcham, Victoria	Altun Enterprises Pty Ltd	Level 1, 7 Cochrane Street, Mitcham, Victoria	Commercial agent's licence	19/09/2005

Dated at Melbourne 1 September 2005

B. R. JOHNSTONE  
Registrar of the Magistrates' Court

**Casino Control Act 1991 – section 60(1)**  
CASINO RULES NOTICE NO. 6 OF 2005

Rules of the Game – Casino War

By this notice, the Victorian Commission for Gambling Regulation **approves** the game and the Rules in respect of the game “Casino War” as set out in the Schedule.

This notice operates with effect from 4:00 am on 5 September 2005.

Dated 23 August 2005

PETER COHEN

Executive Commissioner

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Schedule

For the game of Casino War **insert** the following rules:

**1 DEFINITIONS**

1.1 In these rules the following meanings apply:

“**Casino Supervisor**” means a person other than a Game Supervisor who is responsible for the supervision and management of gaming operations.

“**Casino War Wager**” means the original wager placed by a player prior to any cards being dealt for a round of play.

“**Dealer**” means the person responsible for dealing the cards at a Casino War table.

“**Dealing Shoe**” means a device from which cards are dealt.

“**Distinctive Marker**” means a marker button labelled with, but not limited to, the words personal limit or higher limit.

“**Game Supervisor**” means the person responsible for the supervision of the operation of the game.

“**Go to War**” means when the player and the Dealer have both been dealt an initial card of the same rank and the player elects to continue in the game.

“**Go to War Wager**” means the additional wager of an amount equal to the player’s Casino War Wager which is placed by the player when he/she elects to Go to War.

“**Surrender**” means when the player’s and the Dealer’s first card have the same rank and the player elects to forfeit half his/her original wager.

“**Tie Wager**” means a wager placed by a player prior to any cards being dealt for a round of play which will win when both the player and the Dealer have been dealt an initial card of the same rank.

“**Void**” means an invalid hand or wager, as the context requires, with no result.

1.2 Unless contrary intention appears, a Game Supervisor or a Casino Supervisor may perform any function or exercise any power of the Dealer.

1.3 A reference in these rules to the game is a reference to the game of Casino War played at a particular gaming table.

1.4 A reference in these rules –

1.4.1 to a bet is the contingency or outcome on which a player may place a wager; and

1.4.2 to a wager is the money appropriated to such a bet in a particular case.

**2 EQUIPMENT**

2.1 Casino War will be played on a table having places for nine or less players.

2.2 The table layout will be marked in a manner similar to that shown in Diagram “A” with:

2.2.1 Areas for wagers on "Casino War" and "Tie".

2.2.2 The name and/or logo of the casino imprinted thereon.

2.3 A dealing shoe will be used from which all cards will be dealt.

### **3 THE CARDS**

3.1 Casino War will be played with four to eight decks, each deck having 52 cards without jokers, with backs of the same colour and design and one cutting card.

3.1.1 Where an Automatic Shuffling/Dealing Shoe is in use no cutting card will be used.

3.2 The cards will be checked prior to the commencement of gaming and counted for completeness at the conclusion of gaming.

3.3 All suits have the same rank. The rank of cards, from highest to lowest, will be as follows:-

3.3.1 Ace, King, Queen, Jack, 10, 9, 8, 7, 6, 5, 4, 3, 2.

### **4 SHUFFLING, CUTTING, BURNING AND CARD REPLACEMENT**

4.1 The Shuffle

4.1.1 The cards will be shuffled so that they are randomly intermixed:-

- (a) prior to the cards being used for play;
- (b) at the completion of the round of play in which the cutting card is exposed;
- (c) immediately, if in the opinion of a Casino Supervisor the cards are dealt in a sequence which is abnormal; and
- (d) at other times when in the opinion of a Casino Supervisor there is reasonable cause to believe that a shuffle is warranted.

4.1.2 Cards may be pre-shuffled and secured in a designated area until such time as they are required for use in play.

4.2 The Cut

4.2.1 After the cards have been shuffled the Dealer will offer the stack of cards, with backs facing away from him/her, to be cut. The person to cut the cards will be:-

- (a) the first player to arrive at the table if the game is just beginning;
- (b) the player on whose betting area the cutting card was dealt during the last round of play; or
- (c) the player furthestmost to the right of the Dealer if the cutting card was dealt to the Dealer's hand during the last round of play; or
- (d) the player furthestmost to the right of the Dealer if the cards are replaced in accordance with these rules.

4.2.2 If the player designated in rule 4.2.1 refuses to cut the cards, the cards will be offered in a clockwise direction to each player seated at the table until a player accepts the cut. If the cut is not accepted by one of these players, a Game Supervisor or above will cut the cards.

4.2.3 The person designated in rule 4.2.1 or 4.2.2 will cut the cards by placing the cutting card in the stack a minimum of approximately one deck in from either end of the stack.

4.2.4 Once the person designated in rule 4.2.1 or 4.2.2 has inserted the cutting card the Dealer will:

- (a) take all cards in front of the cutting card, and place them to the back of the stack, after which, he/she will insert the cutting card in a position no more than half way from the back of the stack and then place the cards in the dealing shoe ready for the commencement of play.

#### 4.3 Burning a Card

4.3.1 Before the start of play following each shuffle and cut of cards, the Dealer may remove the first card from the dealing shoe, and burn the card face-down by placing it into the discard holder, and will then:

- (a) call for bets to be placed; and
- (b) when betting is complete announce that no more bets may be placed and commence the deal.

#### 4.4 Card Replacement

4.4.1 At the discretion of the Game Supervisor or Casino Supervisor at the completion of the final round of play and prior to a shuffle, the cards may be removed from the table, checked and replaced by new cards.

4.4.2 Where a Casino Supervisor forms the opinion that any or all of the cards have become unfit for further use and provided that no hand is in progress, the Casino Supervisor will direct that any or all of the cards be replaced.

- (a) Where all the cards are replaced, the new cards will be shuffled, cut and a card(s) burned in accordance with rule 4.1, 4.2 and 4.3 respectively.

### 5 PLACEMENT OF WAGERS

5.1 Wagers will be accepted only in chips.

5.2 A wager by a player will be placed on the appropriate area of the layout prior to the first card being dealt for a round of play.

5.3 Wagers orally declared will only be accepted if accompanied by chips, cash, vouchers or authorised tokens which must be immediately converted to chips and placed on the layout before the Dealer announces that no more bets may be placed.

5.4 Except as provided by rule 5.6, no wager may be handled, placed, increased or withdrawn after the first card of the round has been dealt.

5.5 Prior to the first card being dealt for each round of play, players will be given the opportunity to place a wager on either one or both of the following:

5.5.1 Casino War; and/or

5.5.2 Tie.

5.6 After the initial deal, where a player's card has the same rank as the Dealer's card, he/she may elect to continue in the game and Go to War by placing a wager of an amount equal to his/her Casino War wager on the layout beside the wager or surrender his/her original wager.

5.7 A player's Casino War wager will:

5.7.1 Win if the first card dealt to the player has a higher rank than the first card dealt to the Dealer.

5.7.2 Lose if the first card dealt to the Dealer has a higher rank than the first card dealt to the player.

5.7.3 Win where the player has elected to Go to War and has been dealt a second card with the same rank as the Dealer's second card.

5.7.4 Stand-off where the player has elected to Go to War and has been dealt a second card with a higher rank than the Dealer's second card.

- 5.7.5 Lose where the player has elected to Go to War and has been dealt a second card with a lower rank than the Dealer's second card.
- 5.8 Where a player elects to Go to War, his/her Go to War wager will:
- 5.8.1 Win if the second card dealt to him/her has a higher rank than the second card dealt to the Dealer.
- 5.8.2 Win if the second card dealt to him/her has the same rank as the second card dealt to the Dealer.
- 5.8.3 Lose if the second card dealt to the Dealer has a higher rank than the second card dealt to the player.
- 5.9 A wager placed on the Tie will win if the first card dealt to the Dealer and the first card dealt to the player have the same rank.
- 5.10 Up to three players may wager on any one betting area; however at the discretion of the Game Supervisor that number may be restricted to less than three.
- 5.11 A player who has placed a valid Casino War wager on a specific betting area will have first entitlement to place a Tie wager in the corresponding area.
- 5.11.1 Once players with first entitlement as described in 5.11 above have elected to place a Tie wager or not, subsequent entitlements will go to the remaining players.
- 5.12 Prior to the commencement of a round of play the Dealer will ensure that all other players wagering on the Casino War betting area place their wagers in a vertical line.
- 5.13 At the discretion of a Game Supervisor, a player may wager on more than one betting area at a Casino War table provided there are sufficient seats at tables with equivalent limits operating in the casino to accommodate patron demand.
- 5.14 A wager may be refused prior to the initial deal if in the event the player wins, it would not be possible to pay the wager exactly in chips.
- 5.15 At the settlement of wagers for a round of play, the Dealer must:
- 5.15.1 clear any losing wagers from the table layout; and
- 5.15.2 pay any winning wagers.

## 6 PERMISSIBLE WAGERS

- 6.1 In respect of the game, the Dealer must ensure the display of the notices and signs for which the Casino Operator is responsible under section 66 of the **Casino Control Act 1991**<sup>1</sup>.

<sup>1</sup> Section 66 of the **Casino Control Act 1991** states:

66. Assistance to patrons

- (1) A Casino Operator must—

...

- (c) display prominently at each gaming table or location related to the playing of a game a sign indicating the permissible minimum and maximum wagers pertaining to the game played there.
- (2) A Casino Operator must ensure that a minimum wager indicated in respect of a game at a table or location is not changed to a higher minimum unless a sign indicating the new minimum and the proposed time of change is displayed at the table or location at least 20 minutes before the time of proposed change.

Penalty: 50 penalty units.



- 6.2 If—
- 6.2.1 A player attempts to place an individual wager that is less than the minimum permissible wager for a particular bet, the wager will be paid or collected after the result and the owner of the wager will be advised that further wagers under the minimum will be returned regardless of the result.
- 6.2.2 A player attempts to place an individual wager that is greater than the permitted maximum wager, the wager will be paid or collected to the maximum.
- 6.2.3 A player attempts to place an individual wager which is in a multiple over the minimum which is not permitted or where it is not possible to pay the wager exactly in chips, it will be paid to the next highest amount to which payment can be made in chips.
- 6.3 Personal wagering limits that differ from the minimum and maximum wagers displayed on the table limit sign may be agreed for individual players and in such cases, the position occupied by the player will be denoted by a distinctive marker.
- 6.4 A Casino Supervisor may alter the limits on a gaming table at any time except that a minimum wager can only be changed to a higher minimum if a sign showing the proposed new minimum has been displayed at the table for at least 20 minutes before the time of the proposed change.
- 6.5 The minimum and maximum wagers permitted per betting area will be shown on a notice at the table. Unless stated on this notice, wagers do not have to be made in multiples of the minimum. This notice may also state the minimum unit in which wagers may be made above the table minimum and whether the wagers are per betting area or per player.

## 7 DEALING THE GAME

- 7.1 All cards used in the game of Casino War will be dealt from a dealing shoe specifically designed for such purpose and located on the table to the left of the Dealer. All cards will be dealt face upwards.
- 7.2 No person will handle, remove or alter any cards used in the game of Casino War.
- 7.3 Initial Deal
- 7.3.1 The Dealer will:
- (a) announce that no more bets may be placed; and
  - (b) commencing from the left and continuing clockwise around the table deal one card in sequence to each betting area where a Casino War and/or Tie wager(s) has been placed; then
  - (c) deal one card to the Dealer's position.
- 7.4 Interim Settlement
- 7.4.1 On completion of the initial deal and prior to the subsequent deal the Dealer will, commencing from the active box furthestmost to the right:
- (a) take all Tie losing wagers; and
  - (b) pay all winning Tie wagers in accordance with rule 8.1.
- 7.4.2 In accordance with rule 5.6 the Dealer will offer all players who have a card of the same rank as the Dealer, the option to surrender half their original wager or to Go to War.
- (a) The player may indicate his/her intention to surrender by scratching the table layout towards him/her.

- 7.4.3 If a player elects to Go to War he/she will place a wager of an amount equal to their Casino War wager on the layout beside his/her original Casino War wager.
- 7.4.4 The decisions of other players wagering on the same box will have no bearing on the entitlement of a player to Surrender or Go to War.
- 7.5 Subsequent Deal
- 7.5.1 Once the Dealer has acknowledged decisions from all players with active wagers the Dealer will commence from the left and continuing clockwise around the table:
- (a) deal one card in sequence to each betting area where a Go to War wager(s) has been placed; then
- (b) deal one card to the Dealer's position.
- 7.6 Final Settlement
- 7.6.1 The Dealer will settle all original Casino War wagers and all Go to War wagers in accordance with rule 8.1.
- 7.7 Conclusion of a Round of Play
- 7.7.1 At the conclusion of a round of play, the Dealer will pick up all cards on the layout so that the cards can be readily reconstructed to indicate each player's hand in the case of a dispute.

## 8 SETTLEMENT

- 8.1 The bets which can be placed in respect of an individual round of play and the odds payable for winning wagers placed on them are described in the Table 1 below.

**TABLE 1**

NAME	DESCRIPTION	PAYOUT ODDS
Casino War Wager	Player's first card has a higher rank than the Dealer's first card.	1 to 1
	Player elects to Go to War and is dealt a second card with the same rank as the second card dealt to the Dealer.	
	Player elects to Go to War and is dealt a second card with a higher rank than the second card dealt to the Dealer.	stand-off
Go to War Wager	Player elects to Go to War and is dealt a second card with a higher rank than the Dealer's second card.	1 to 1
	Player elects to Go to War and is dealt a second card with the same rank as the Dealer's second card.	
Tie Wager	The player's first card has the same rank as the Dealer's first card.	10 to 1

**9 IRREGULARITIES**

- 9.1 A card found face-up in the dealing shoe will be discarded.
- 9.2 A card drawn in excess from the dealing shoe will be treated as undisclosed and, subject to 9.2.1 below, will be used as though it were the next card from the dealing shoe.
- 9.2.1 A card drawn in excess to a Dealer's completed hand will be discarded if the card has been disclosed.
- 9.3 If in a round of play, despite no wagers being placed, the Dealer deals one or more cards to one or more betting areas, the Game Supervisor will declare the round of play void and instruct the Dealer to burn the card(s) dealt in excess from the dealing shoe.
- 9.4 If after the initial deal, and prior to:
- 9.4.1 any interim settlement of winning wagers; or
- 9.4.2 any cards being drawn in the subsequent deal, where no interim settlement of winning wagers is required;
- an error of card placement has occurred, the Game Supervisor (or above) may reconstruct the hand. The player(s) will be given the option to retract their wager(s) from the betting area before a full reconstruction takes place.
- 9.5 If during the subsequent deal it is noticed that a hand has been dealt to a betting area without a wager the card constituting that hand will be discarded.
- 9.6 If after the initial deal it is noticed that the Dealer has not taken a first card, a card will be dealt immediately to the Dealer's position.
- 9.7 If during the subsequent deal it is noticed that cards have not been dealt to a player's betting area containing a wager, that wager is void.
- 9.8 If a player is not given the option to Go to War or Surrender or the Dealer fails to correctly act on a player's decision, any subsequent cards dealt in the same round of play will be considered to be drawn in excess from the dealing shoe, and according to rule 9.2 will be treated as undisclosed.
- 9.8.1 An error that is not disclosed until after the commencement of a subsequent round of play will not have any effect on the outcome of further rounds of play.
- 9.9 In the event that the cards are not shuffled following the exposure of the cutting card in accordance with rule 4.1.1 (b) and (c), a shuffle will take place immediately at the completion of the round of play.
- 9.10 If there are insufficient cards remaining in the dealing shoe to complete a round of play, all of the cards in the discard holder will be shuffled and cut in accordance with rule 4.1 and 4.2 and the Dealer will then complete the round of play and the game will continue in accordance with these rules.
- 9.11 If during a round of play the automatic shuffling/dealing shoe malfunctions and that round cannot be completed, that round of play will be void.
- 9.12 If during a round of play two or more cards are dealt from the automatic shuffling/dealing shoe simultaneously and the order of the cards cannot be determined, that round of play will be void.
- 9.13 If during the course of play it is found that the deck(s) in play do not contain the correct cards used to form the approved deck(s) for Casino War,
- 9.13.1 the result of any rounds of play previously completed will stand;
- 9.13.2 the round of play where the error is discovered will be declared void and all monies returned for that round of play; and
- 9.13.3 the remainder of the shoe will be declared void and the cards removed from play.

**10 TOURNAMENT PLAY**

## 10.1 General

10.1.1 The Casino Operator may conduct tournaments in which all tournament players have the opportunity to play Casino War with an equal chance.

10.1.2 The Casino Operator –

- (a) must appoint a person who is qualified to be a Game Supervisor to be responsible generally for each tournament; and
- (b) may nominate one or more deputies (each of whom is qualified to be a Game Supervisor) to take that responsibility in the absence of the person nominated under paragraph (a).

10.1.3 A tournament may only be conducted if the conditions for the tournament, complying with these rules, have been approved in writing by the Victorian Commission for Gambling Regulation (VCGR).

## 10.2 Tournament conditions

10.2.1 The tournament conditions must include the following –

- (a) the amount of the entry fee, if any;
- (b) the amount of tournament chips to be allocated to each entrant at the start of each round or session in the tournament, the amount of any applicable buy-in and the disposition of tournament chips at the end of each session or round;
- (c) whether there is a minimum or compulsory wager for each hand in a session or round;
- (d) the structure of the tournament, including the number and duration of rounds or sessions and the number of gaming tables to be active in each round or session, the method of progression from round to round or session to session, repaceage, catch-up or secondary rounds or sessions;
- (e) whether or not secret wagers are permissible, the number of allowable secret wagers in a session or round of play and details of how to make a secret wager;
- (f) whether there is one or more opportunities for an eliminated tournament player to buy back into the tournament, and the method and timing of those opportunities;
- (g) in respect of eligibility for entry –
  - (i) a statement that only persons entitled to enter the casino and gamble are eligible to enter the tournament; and
  - (ii) if the casino operator is reserving the right generally to deny entry to the tournament, a statement that the casino operator may refuse any application; and
  - (iii) if the casino operator is applying general selection criteria to determine eligibility to enter the tournament, those criteria;
- (h) the terms of entry (including the period within which an applicant may withdraw without financial penalty), the application form and the minimum and maximum numbers of tournament players;
- (i) the basis on which a tournament player may be disqualified from the tournament or on which a tournament player may retire from the tournament and whether or not any entrance fee or buy-in is refundable in whole or in part;

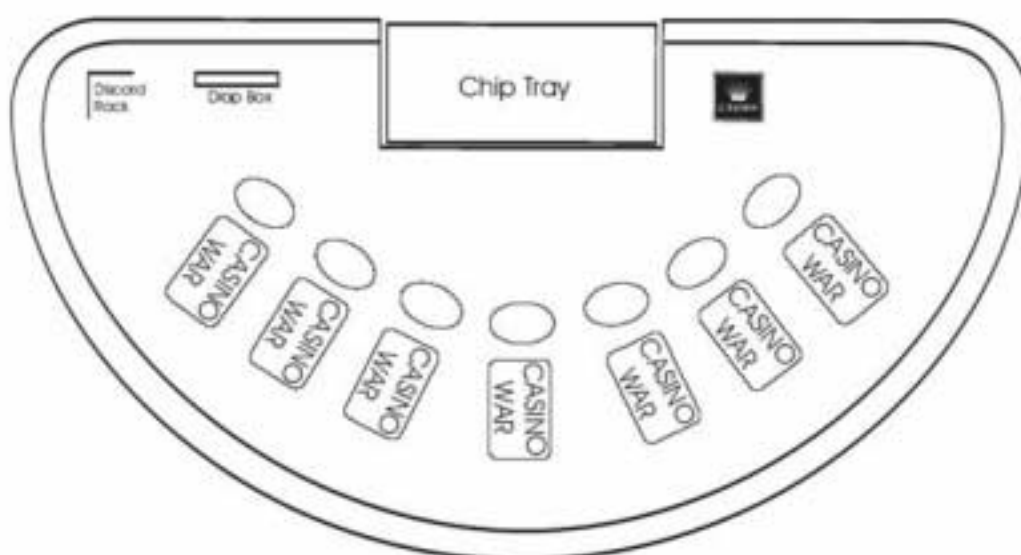
- (j) the consequences of late arrival or non-attendance for a round or session in the tournament;
  - (k) the prizes;
  - (l) a statement that the tournament is conducted by the Tournament Director in accordance with the tournament conditions and the applicable rules of Casino War and that, in the event of any inconsistency, the rules prevail.
- 10.2.2 The tournament conditions may exclude or modify the operation of certain provisions of the Casino War rules.
- 10.2.3 Prior to the commencement of play in a tournament, the Tournament Director must brief the tournament players on the conditions of the tournament and be satisfied that they understand.
- 10.2.4 The Tournament Director may require each tournament player to sign a copy of the tournament conditions.
- 10.2.5 The Tournament Director must be present during the whole of each session or round of play in a tournament.
- 10.3 Conduct of Play
- 10.3.1 The Tournament Director must designate the gaming tables to be used in the conduct of the tournament.
- 10.3.2 The Casino Operator must ensure that, during any session or round of a tournament, a gaming table designated under rule 10.3.1 is used exclusively for tournament play.
- 10.3.3 A tournament player may nominate, subject to the approval of the Tournament Director and any applicable tournament condition, a substitute player to take his/her allotted position during any session or round.
- 10.3.4 The Tournament Director may alter the starting time of any session, if reasonable notice has been given to the tournament players.
- 10.3.5 The Tournament Director may conclude the play of a session or round at a particular gaming table prior to the completion of the scheduled number of hands or the scheduled completion time –
- (a) if the tournament player or players to progress to the following session from that gaming table or round have been determined; and
  - (b) if the tournament conditions provide for the disposition of tournament chips in cash at the end of the session or round, if all the players at the gaming table agree.

## 11 GENERAL PROVISIONS

- 11.1 A person will not, either alone or in concert with any other person, use or have in his/her possession or control at or near a gaming table or location related to the playing of a game a calculator, computer, or other electronic, electrical or mechanical apparatus or device that is capable, with respect to a game or a part thereof, of recording, projecting or analysing an outcome or the changing probabilities or the playing strategies to be used.
- 11.2 Where a player has contravened any provision of the rules a Casino Supervisor may:–
- 11.2.1 declare that any wager made by the player(s) will be void;
  - 11.2.2 direct that the player(s) will be excluded from further participation in the game;
  - 11.2.3 seize any monies won by that player(s) while in possession of a prohibited device and retain such monies pending completion of an investigation;

- 11.2.4 confiscate the prohibited device; and
- 11.2.5 cause the person(s) in possession of the prohibited device to be detained until such time as an authorised person has attended and assumed responsibility for the situation.
- 11.3 A Casino Supervisor may invalidate the outcome of a game if:-
- 11.3.1 the game is disrupted by civil commotion, fire, riot, brawl, robbery, an Act of God; or
- 11.3.2 any fraudulent act is perpetrated by any person, that affects the outcome of the game.
- 11.4 Where the outcome of a game is invalidated, all wagers made by the players for that particular result will be refunded.
- 11.5 A player will not be advised by an employee of the casino on how to play, except to ensure compliance with these rules.
- 11.6 No onlooker or any player wagering at any table may, unless requested by a player, influence another player's decisions of play.
- 11.7 The Casino Supervisor may close a gaming table at which players are present provided a sign showing the proposed time of closure has been displayed at the table for at least 20 minutes before the closure.
- 11.8 A seated player who abstains from wagering for three consecutive rounds whilst all other seats at that table are in use may be required to vacate that seat.
- 11.9 Complainants in all unresolved disputes will be advised of the presence of, and their right to consult an inspector appointed under the **Casino Control Act 1991**.
- 11.10 In any dispute arising from these rules or not covered by the provisions of these rules, the decision of the Casino Supervisor will be final, subject to a review by the VCGR.
- 11.11 Players are not permitted to have side bets against each other.
- 11.12 A copy of these rules will be made available, upon request.

Diagram A



## Electricity Industry Act 2000


**AGREEMENT FOR THE PURCHASE OF ELECTRICITY AND RECs FROM  
SMALL GRID-INTERACTIVE RENEWABLE GENERATOR (WIND) ("SGIRG")**

This Cover Sheet, and the attached Conditions set out the terms and conditions upon which each of AGL Victoria Pty Ltd ABN 88 090 538 337 (AGLV) and AGL Electricity Limited ABN 82 064 651 083 (AGLE) separately offers to acquire electricity, and if the Supplier so elects, RECs and related Green Power Rights, from small wind energy generation facilities and other facilities declared to be a relevant generation facility under section 23B(2) of the Electricity Industry Act 2000, which are connected to a Distribution System in Victoria. The Supplier shall nominate in this Cover Sheet which of AGLV and AGLE it wishes to contract with. Capitalised terms in the Cover Sheet are defined in the attached Conditions.

**THE PARTIES** to this Agreement are

..... ABN ..... ("AGL") of Level 2, 333 Collins Street Melbourne, Vic 3000  
**AND**

..... ABN ..... of of ..... Vic 3..... Postal Address: (address for notices)	<b>("Supplier")</b>
---	---------------------

<b>The SGIRG:</b> Manufacturer/Model..... Date of Installation.....DD / MM / YYYY Capacity (kWh)..... (having an installed or name plate generating capacity of less than 100 kilowatts) installed and commissioned at the Premises. <b>Supply Voltage</b> .....	
<b>The Premises :</b> ..... Vic	
<b>The Commodities being purchased:</b> All Export Electricity. All Renewable Energy Certificates (RECs) and Green Power Rights created in respect of the SGIRG from the Start Date until this Agreement is terminated (delete last sentence if inapplicable)	
<b>Electricity Price for Export Electricity:</b> \$20.00 per MWh excluding GST (Note price can be amended under clause 1.4)	<b>The REC Price:</b> \$20.00 per REC excluding GST (Note price can be amended under clause 1.4)
<b>Instructions for Payment for Export Electricity and RECs:</b> <b>Payment to:</b> ..... to be made within 30 days of receipt of Tax Invoice from Supplier.	
<b>The Term</b> <b>Start Date</b> :.....(being the later of the date specified and the date the preconditions in clauses 1.1 and 9.1 are satisfied) <b>End Date:</b> the date this Agreement is determined in accordance with clause 1.3 or 8.	
<b>Contact Details:</b> <b>Supplier:</b> Telephone: (Daytime) ..... (Mob) : ..... Facsimile: ..... E-mail: ..... <b>AGL:</b> Wind Generation Enquiries, Level 2, 333 Collins Street, Melbourne, Vic 3000 Telephone: (Daytime) (03) 9201 7314 (Mob) : ..... Facsimile: (03) 9201 7666 E-mail: .....	

<p><b>Meter Provider:</b>                  Contact Details:                  Telephone: (Daytime)                  (Mob)                  Facsimile:                  E-mail:</p>	<p><b>Meter Data Agent:</b>                  Contact Details:                  Telephone: (Daytime)                  (Mob)                  Facsimile:                  E-mail:</p>
<p><b>Distributor:</b>                  Contact Details:                  Telephone: (Daytime)                  (Mob)                  Facsimile:                  E-mail:</p>	<p><b>Retailer:</b>                  Contact Details:                  Telephone: (Daytime)                  (Mob)                  Facsimile:                  E-mail:</p>

**INSTALLER DECLARATION** (if already installed, please attach copy of Certificate of Compliance)

I, *(name)* ..... of *(company)* ..... Certify  
 the above installation has occurred on *(date)* .....  
 at *(address)* .....  
 Contact Number .....(Wk) ..... (Hm) .....(Mb)  
 Licence Number .....  
 Signature .....

This Agreement is made up of the details specified above and the Conditions attached.

**SIGNED** by a duly authorised representative

of **AGL** by:  
 .....  
*(full name, please print)*  
 .....

**Signature**  
 .....  
**Date**

In the presence of:  
 .....  
*(full name, please print)*  
 .....

**Witness Signature**  
 .....  
**Date**

**SIGNED** by a duly authorised representative

of **the Supplier** by:  
 .....  
*(full name, please print)*  
 .....

**Signature**  
 .....  
**Date**

In the presence of:  
 .....  
*(full name, please print)*  
 .....

**Witness Signature**  
 .....  
**Date**



PURCHASE OF ELECTRICITY and RECs FROM  
SMALL GRID-INTERACTIVE RENEWABLE GENERATOR (WIND)  
–CONDITIONS–

**INTRODUCTION:**

You have installed at the Premises and connected to the Distribution System a Small Grid-Interactive Renewable Generator (Wind) (“SGIRG”) and agree to sell to us electricity generated by the SGIRG and exported to the Distribution System from the Connection Point.

The conditions below, together with the document headed Agreement for the Purchase of Electricity and RECs from Small Grid-Interactive Renewable Generator (Wind) attached (“Cover Sheet”), make up this Agreement. In this Agreement, “you” and “your” refer to the Supplier, and “we”, “us” and “our” refer to AGL.

If you have not deleted from the Cover Sheet the reference to the sale to us of the RECs created in respect of the SGIRG, you also agree to sell to us all RECs and Green Power Rights created in respect of the SGIRG during the Term, for the REC Price per REC transferred. If you have deleted the reference to the RECs in the Cover Sheet, the references to the RECs, and Green Power Rights in these conditions will not apply.

**OPERATIVE PROVISIONS:****1. Sale and Purchase of Export Electricity**

- 1.1 Our obligations under this Agreement are subject to and conditional upon:
- (a) the consent of the Distributor to the connection of the SGIRG to its Distribution System and the injection of Export Electricity from the SGIRG to its Distribution System, as evidenced by an executed Distribution Connection Agreement between you and the Distributor;
  - (b) the installation of Metering Equipment in accordance with this Agreement, and arrangements being in place for metering data to be provided to us in accordance with this Agreement, to our reasonable satisfaction;
  - (c) you providing all the information required under the Cover Sheet, together with acceptable identification if requested by us;
  - (d) written confirmation from The Installer that the supply of Export Electricity, and the SGIRG as installed, complies with all Applicable Laws and the Distribution Connection Agreement; and
  - (e) if clause 9 applies, you being registered under the REE Act, the SGIRG being registered as an accredited power station under the REE Act and you being approved as a Green Power Generator under the Green Power Program.

You will provide evidence of the satisfaction of these conditions precedent to us upon request.

- 1.2 You agree to sell and we agree to purchase all Export Electricity in accordance with this Agreement, from the Start Date. You warrant, as at the Start Date and each day during the Term, that the Export Electricity is non-pool energy, and the SGIRG is a relevant generation facility, as each of those terms are defined in section 23B of the EIA, and that, if you take a supply of electricity at the Connection Point, that you have entered into a legally enforceable arrangement with the Retailer of that electricity that they have no claim against us in respect of the Export Electricity. You agree that you will do, and if required you will ensure that your Retailer will do all acts matters and things reasonably required by us to ensure that we obtain the financial benefit of the Export Electricity (including if appropriate, consenting to our registration with NEMMCO of the Metering

Equipment at the Connection Point as a market load). You warrant that you have not previously sold or created any interest in the Export Electricity and that the performance by you of your obligations under this Agreement will not give rise to the breach by you of any other agreement.

- 1.3 This Agreement has no fixed term and will continue until terminated by us on at least 90 days written notice, or by you on at least 10 Business Days written notice, which notice must not be given for the first 12 months from the date of this Agreement, unless terminated earlier in accordance with clause 8. During that notice period you will need to make alternate arrangements for the sale of your Export Electricity to apply from the termination of this Agreement, and if you have agreed to sell RECs under this Agreement, you will need to make alternate arrangements in respect of the RECs created in respect of the SGIRG referable to the period after termination of this Agreement.
- 1.4 The initial prices that we will pay for Export Electricity and RECs sold in accordance with this Agreement are set out in the Cover Sheet. Unless otherwise stated, all prices are exclusive of GST. We may vary the prices that we will pay for Export Electricity and RECs effective at any time after 12 months from the date of this Agreement, by giving you not less than 30 days written notice.
- 1.5 You acknowledge that:
  - (a) this Agreement does not relate to electricity distribution matters, such as the terms of connection to the Distribution System, and that you are required to enter into arrangements with your electricity distributor as a separate matter (each Distribution System is operated by a Distributor, which may be an AGL business unit separate from us, a company related to us or a company or other entity unrelated to us);
  - (b) we are not responsible for the acts or omissions of any third party (including where applicable your Distributor);
  - (c) we do not give any express or implied warranty to you about the adequacy, safety or other characteristics of your own SGIRG, electrical installation or equipment;
  - (d) you are solely responsible for ensuring the SGIRG is installed, repaired, maintained and operated in accordance with the requirements of all Applicable Laws and in accordance with Good Operating Practice and that all environmental, planning and licensing requirements are met;
  - (e) you are solely responsible for the use of any electricity produced by the SGIRG which is not exported into the Distribution System in accordance with this Agreement, the Distribution Connection Agreement and the Applicable Laws; and
  - (f) we do not guarantee or make any representations to you regarding any of the following:
    - (i) the quality or frequency of electricity produced by or supplied to you;
    - (ii) the occurrence of any power surges or power dips;
    - (iii) interruptions to the flow of electricity; or
    - (iv) our ability to take exported electricity.
- 1.6 Title to and risk in Export Electricity will transfer to us at the Connection Point.

**2. Connection and Services**

- 2.1 You must arrange for connection, and maintenance of connection, of the SGIRG to the Distribution System in accordance with the Applicable Laws and the requirements of the Distributor.
- 2.2 You must arrange for the installation and maintenance of equipment to measure, record and display the amount of electricity imported from the Distribution System, and the amount of electricity exported from the SGIRG to the Distribution System (being the Export Electricity), as close as possible to the Connection Point, on a half hourly interval basis, ("Metering Equipment"). Metering Equipment must be provided, installed and maintained by a Meter Provider accredited by NEMMCO (details of the Meter Provider are to be set out in the Cover Sheet) and the Metering Equipment must be read, and data provided by a Meter Data Agent accredited by NEMMCO (details of the Meter Data Agent are to be set out in the Cover Sheet). All Metering Equipment must comply with Applicable Laws (including any applicable metering codes or the National Electricity Rules). You must not tamper with, or permit anyone else to tamper with the Metering Equipment or any associated equipment. The recording on the Metering Equipment will be prima facie evidence of the amount of electricity that is exported from the Premises to the Distribution System.
- 2.3 You must arrange for reading of the Metering Equipment by the Meter Data Agent and provide us with access to half hourly metering data in electronic form, at least on a monthly basis at no cost, for both generation and Export Electricity, and otherwise upon request, so that we can verify the accuracy of invoices issued by you under clause 4. You will provide us with details of your Meter Data Agent and authorise them to provide meter data to us.
- 2.4 Subject to giving you reasonable notice, we (or our agent) will be permitted by you to test the accuracy of the Metering Equipment. If the Metering Equipment is found to be accurate to within [+/- 1.5%], then we will pay the Metering Equipment testing costs. In any other case, you will be liable for such costs, and will pay them within 14 days of receipt of a Tax Invoice.
- 2.5 You agree that the Metering Equipment data must comply with the Applicable Laws, and that subject to all Applicable Laws, we may make the Metering Equipment data available to third parties.
- 2.6 If accurate Metering Equipment data cannot be obtained in respect of the Export Electricity the parties may agree the estimated Export Electricity supplied in a billing period by referring to previous or subsequent Metering Equipment reading at the Premises, and other relevant matters, including without limitation seasonal wind and usage data.
- 2.7 If the Export Electricity supplied is supplied at a low voltage, the amount of electricity supplied will be adjusted for LV/MV transformer losses.

**3. Supplier's Obligations**

- 3.1 At all times, you must ensure that you have a Distribution Connection Agreement and that you comply with this Distribution Connection Agreement and meet all Applicable Laws, guidelines and Australian standards as may be in force from time to time.
- 3.2 You will ensure that all times the Export Electricity is supplied at the Supply Voltage in accordance with the requirements of the Applicable Laws and the Distribution Connection Agreement, and that the variations in voltage or frequency do not go outside the range permitted by the Applicable Laws.

- 3.3 You must not increase the output capacity of the SGIRG during the Term without our prior written consent, which consent will not be unreasonably withheld provided that the SGIRG remains a relevant generation facility under section 23B of the EIA, and the other terms and conditions (including any preconditions) under this Agreement continue to be satisfied.
- 3.4 You must provide us and our agents with safe access to the SGIRG, Premises and Metering Equipment for inspection purposes at all reasonable times and on reasonable notice, and agree to notify us as to any safety hazard which could pose a risk to the health or safety of our representatives. You must provide clear and safe access to our representatives and their equipment who have the right to install, test, examine, read and repair the Metering Equipment in accordance with all legal and regulatory requirements.
- 3.5 You must install, maintain and operate the SGIRG in accordance with Good Operating Practice and so that you do not cause any damage or loss to us or any third party.
- 3.6 You will notify us if there is any outage (scheduled or otherwise) that is likely to continue for more than one Business Day.
- 3.7 If you vacate the Premises, you must give us 14 days' written notification of your alternative address for delivery of payments and service of notices.

#### **4. Payment of the Price and Charges**

- 4.1. We will pay you the Electricity Price on a Quarterly basis for each kWh of Export Electricity, in the relevant period. Subject to receipt of a Quarterly Tax Invoice for the Export Electricity, we will pay you in accordance with the Instructions for Payment of Export Electricity set out in the Cover Sheet, within 30 days of receipt of the Tax Invoice, unless we dispute the Tax Invoice, in which case clause 7.11 will apply. Where this Agreement does not commence or end at the beginning or end of a Quarter, respectively, an invoice may be issued for a period that is less than a Quarter.
- 4.2 You must provide us with Tax Invoices as soon as practicable after the end of the Quarter, and in a way that enables us to determine if they have been issued in accordance with this Agreement. An invoice may only be amended or issued within 12 months of the supply of the goods or services to which the invoice relates. Payment of an invoice does not prevent us from subsequently challenging the accuracy of an invoice, and having an adjustment made.

#### **5. GST**

- 5.1. All amounts payable or the value of other consideration provided in respect of supplies made in relation to this Agreement are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Agreement, the amounts payable or the value of the consideration provided for that supply (or deemed supply) ("Payment") shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.
- 5.2. Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a Tax Invoice will be provided by the party being reimbursed or indemnified.

- 5.3. All GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a Tax Invoice being issued by the party making the supply.
- 5.4. Where in relation to this Agreement a party makes a taxable supply, that party shall provide a Tax Invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- 5.5. Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in this Agreement.

## 6. **Limitation of Liability**

- 6.1 The **Trade Practices Act 1974** (Cth) and other laws imply certain conditions, warranties and rights into certain contracts that cannot be excluded or limited. So far as the law allows, and unless expressly provided for in this Agreement, neither we nor you are liable to the other ("Non-Liable Party"), whether in contract, in tort (including negligence), under statute or otherwise for any:
  - (a) loss of opportunity, revenue, profit or anticipated profit, or loss arising from business interruption;
  - (b) liability to third parties; and
  - (c) without limiting paragraphs (a) and (b), any indirect, special, incidental, multiple, punitive or consequential loss or damagesuffered or incurred by the Non-Liable Party, or any other person and arising out of or in connection with this Agreement.
- 6.2 Nothing in this clause restricts any Party enforcing any obligation (including suing for a debt) owed to it under this Agreement.
- 6.3 Nothing in this Agreement shall exclude or limit the liability of the Liable Party for death or personal injury resulting from the negligence of the Liable Party or any of its officers, employees or agents, except to the extent permitted by law, and the Liable Party shall indemnify and keep indemnified the other Party, its officers, employees or agents, from and against all such loss or liability which the other Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Liable Party or any of its officers, employees or agents.
- 6.4 This clause survives termination of this Agreement.

## 7. **General**

### 7.1. **Exercise of Rights**

A party may exercise its right, power or remedy under this Agreement at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

### 7.2. **Waiver and Variation**

- (a) Subject to clause 7.2(b), a provision of, or a right created under this Agreement may not be either waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.
- (b) We may, by notice in writing to you, vary a provision of this Agreement to reflect changes to any Applicable Laws or regulatory requirements.

### 7.3. **Survival**

The warranties, undertakings and indemnities in this Agreement survive termination of this Agreement.

7.4. **No advisory role**

You acknowledge that in entering into this Agreement you have not relied on any representations or warranties about the subject matter except as provided in this Agreement, and that we are not acting as a fiduciary or an adviser to you in respect of this Agreement or any related matter.

You warrant that you have made your own independent decision to enter into this Agreement based upon your own judgement and upon advice from such advisers as you have deemed appropriate, and that you understand and accept the terms, conditions and risks of this Agreement.

7.5. **Governing Law**

This Agreement shall be governed by law in force in the State of Victoria, and the parties submit to the jurisdiction of the courts of Victoria.

7.6. **Assignment**

You agree that we may assign our rights under the Agreement to any related body corporate within the meaning of the **Corporations Act 2001** (Cth).

7.7. **Use of Information**

- (a) You consent to us seeking and using information concerning you, your Premises, the SGIRG, your electricity production, metering, billing data and history (and any related or similar information) for the purpose of complying with our obligations under this Agreement or any relevant law, or for any other lawful purpose we reasonably consider necessary or desirable.
- (b) Unless prevented by law, we or our related bodies corporate (as defined in the **Corporations Act 2001** (Cth)) can use this information to offer to sell you products and services. You may notify us at any time if you do not wish us to use this information in this manner.
- (c) You must advise us promptly if there is any change in your contact details, the Meter Data Agent details, or access to the Metering Equipment. Our obligations under this Agreement are subject to you providing us with this information and any other Personal Information we may reasonably request from you. We may not be able, or may refuse, to buy Export Electricity or RECs from you if you do not provide this information.
- (d) We are committed to handling Personal Information in accordance with the **Privacy Act 1988** (Cth). We need to collect Personal Information to administer this Agreement, to liaise with other providers such as your retailer, Distributor and Meter Data Agents, and to ensure that the information we have about you is up to date. You authorise us to use and disclose this information, including Personal Information, to such persons, and our related bodies corporate, agents and contractors, for these purposes.
- (e) You acknowledge that in certain circumstances we may be permitted or required by law to disclose Personal Information about you, including without limitation:
  - (i) disclosures to your Distributor, other retailers, metering providers and data agents, NEMMCO or other market operator to facilitate your performance under this Agreement;
  - (ii) disclosures to certain law enforcement agencies for purposes relating to enforcement of criminal and other laws;

- (iii) uses or disclosures in accordance with a court order or to a regulator having jurisdiction in respect of the subject matter of this Agreement;
  - (iv) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or
  - (v) uses to assist in internal investigations.
- (f) We will provide you with access to Personal Information we hold about you on your request, unless we are required by any Applicable Laws to refuse such access.

**7.8. Notices**

- (a) A notice to us must be in writing and sent to the relevant address, fax number or e-mail address set out in the Cover Sheet (unless we notify you to the contrary).
- (b) A notice to you must be in writing and sent to the relevant address, fax number or e-mail address set out the Cover Sheet (unless you notify us to the contrary).
- (c) A notice or invoice is taken to be received:
  - (i) if sent by mail, on the third day after mailing;
  - (ii) if sent by fax, on production of a transmission report by the machine from which the fax was sent, which indicates that the fax was sent in its entirety to the fax number of the recipient; and
  - (iii) if sent by e-mail, upon receipt of acknowledgment of receipt by the recipient.

**7.9. Legal Costs**

Subject to any express provision in this Agreement to the contrary, each party shall bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under, this Agreement.

**7.10. Changes to Law**

Where there is a change of Applicable Laws, or any repeal or replacement or enactment of any Applicable Laws such that RECs or GPRs can no longer be created, or are partially or wholly replaced (or their value is diminished) or the parties rights or obligations are materially affected, the Parties shall, at the request of either party, enter into good faith negotiations to agree the sale of replacement products or additional products, on terms and conditions reasonably acceptable to each Party, or otherwise amend this Agreement as applicable. If the Parties are unable to agree the sale of replacement products or additional products or other applicable amendments within 28 days, or such longer period as the Parties may agree, either Party may by seven days notice to the other Party, terminate this Agreement.

**7.11 Invoices**

- (a) If any Party disputes in good faith any amount claimed to be payable in an invoice under this Agreement then:
  - (i) that Party must pay the undisputed portion of the amount when due, and
  - (ii) that Party must give the other Party a notice which specifies the amount in dispute.
- (b) A Party must, within 7 Business Days of being requested by the other Party, provide that other Party with copies of all the records and information upon which it bases its invoice.

- (c) Any dispute as to any amount owed in respect of which the relevant Parties do not reach agreement within 15 Business Days following the date on which that amount should, but for the dispute, have been paid, may be referred by any Party to that dispute for determination under the Dispute Clause 7.12 in this Agreement.
- (d) If the Parties agree or if it is determined under this Agreement that an amount is to be paid, then that amount must (unless this Agreement specifies a longer period) be paid within 10 Business Days of that agreement being reached or that determination being made (as the case may be), together with interest at the Bank Bill Rate as agreed or determined calculated from day-to-day (and capitalised at the end of each calendar month) from the date on which the relevant amount should, but for the dispute, have been paid until the date on which it is paid.

#### 7.12 **Disputes**

- (a) A party claiming that a dispute has arisen under this Agreement must give written notice to the other parties to the dispute specifying the nature of the dispute ("Dispute").
- (b) On receipt of the notice specified in (a), the parties undertake in good faith to use all reasonable endeavours to settle the Dispute within 10 Business Days of receipt of that notice.
- (c) If the dispute is not resolved within the time specified in clause 7.12(b) of this Agreement, or within such further period as the parties agree, then the parties must refer the Dispute to mediation in accordance with the Australian Commercial Disputes Centre ("ACDC") Mediation Guidelines.
- (d) The mediation shall be conducted in accordance with the ACDC Mediation Guidelines the terms of which are deemed to be incorporated into this Agreement, in relation to the procedures to be adopted, the process of selection of the mediator and the costs of the mediation.
- (e) Nothing in this clause will limit the ability or right of a party to seek interlocutory relief.

#### 7.13 **Partial Invalidity**

If a provision of this Agreement is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity, or enforceability of that provision in another jurisdiction; or the remaining provisions.

#### 7.14 **Further Assurance**

Each Party must, at its own expense, whenever requested by the other Party, promptly do or arrange for others to do everything reasonably necessary to give full effect to this Agreement and the transactions contemplated by this Agreement, including entering into further agreements.

#### 7.15 **Counterparts**

This Agreement may be signed in counterparts and all counterparts taken together constitute one document.

#### 7.16 **ABN Withholding**

You will provide a valid ABN to us or return, duly completed, the Withholding Form in Annexure 1, together with the signed copy of this Agreement. If you fail to do this then we may withhold tax from any payment due under this Agreement in accordance with Applicable Laws.



**7.17 Taxes and charges**

You agree to pay on our request any State or Commonwealth taxes or charges (including without limitation connection, distribution charges, regulated charges, metering charges, transmission and distribution loss factor charges and any increases to those charges) which are imposed on or become payable by us after the date of this Agreement in respect of acquiring Export Electricity from you, and if applicable RECs or GPRs from you (excluding any income or payroll tax or GST).

**8. Termination**

- (a) If a Party defaults in the performance of any of its material obligations under this Agreement and fails to remedy the default within 21 days of notice in writing from the other Party (“Non-Defaulting Party”), the Non-Defaulting Party may:
  - (i) by notice, terminate this Agreement forthwith;
  - (ii) temporarily suspend the delivery of RECs or GPRs, or its obligations to make payments (as appropriate) under this Agreement; or
  - (iii) claim damages for the default and early termination of this Agreement.
- (b) The Non-Defaulting Party will have the same rights if the other Party becomes insolvent or unable to pay its debts (including by virtue of s.95A of the **Corporations Act 2001** (Cth)), enters into a general assignment with creditors or any form of external administration.
- (c) Termination or expiration of this Agreement is without prejudice to the accrued rights and obligations of the Parties.
- (d) On or as soon as possible after the date of termination, you will conduct a final reading of the Metering Equipment and, within 12 Business Days of that reading, will render a Tax Invoice for the charges for the Export Electricity.
- (e) At any time on or after the date of termination, we may direct the Distributor to disconnect the SGIRG from the Distribution System.
- (f) This clause 8 survives termination of this Agreement.

**9. Purchase of RECS**

- 9.1 You agree to sell and we agree to purchase all RECs created in respect of the SGIRG during the Term pursuant to the REE Act in accordance with this Agreement, for the REC Price per REC transferred.

In consideration of the payment of the REC Price by us to you, we will be entitled without further consideration, to all GPRs, arising from the operation of the SGIRG and generation of Export Electricity from a renewable energy source during the Term.

The agreement to sell and to purchase RECs and GPRs is subject to and conditional upon the following requirements (the “REC Conditions Precedent”) that:

- (a) you are registered under the REE Act in respect of the SGIRG and the SGIRG is an accredited power station under the REE Act;
- (b) you obtain and maintain approval as a Green Power Generator under the Green Power Program; and
- (c) unless you are entitled to create the RECs as a result of your deeming entitlements under the REE Act you have installed and maintain at the Premises equipment to measure, record and display the amount of electricity generated by the SGIRG, less any ancillary energy used by the SGIRG (for example for start up purposes), on a half hourly interval basis,

so that RECs can be calculated in accordance with the requirements of the REE Act (“Generator Metering Equipment”). All Generator Metering Equipment must comply with Applicable Laws (including any applicable metering codes or the National Electricity Rules).

You will notify us upon satisfaction of the REC Conditions Precedent.

- 9.2 You shall pay all expenses in relation to the creation and registration of RECs and GPRs and the transfer of the RECs and GPRs in accordance with this Agreement, including stamp duty and transfer fees.
- 9.3 You will create RECs in respect of all sent out generation by the SGIRG and you must register the RECs with the ORER on a Quarterly basis.
- 9.4 You will transfer to us in accordance with the REE Act all the RECs and all the GPRs arising in relation to a Quarter, prior to the 15th day (or if not a Business Day, the next Business Day) of the calendar month immediately following that Quarter. You will notify us via e-mail as soon as practical whenever RECs or GPRs are available to be transferred.
- 9.5 You will notify the ORER of the transfer of ownership of the RECs through the “Transfers” area of the Registry’s website and provide a copy of that notification to us, by email, along with any relevant documentary evidence which either accompanied the notification or demonstrated that the notification occurred (if such documentary evidence is able to be generated). We will take all necessary steps to assist the registries in effecting transfer of RECs and GPRs into our name, within 5 Business Days, including promptly confirming that the details of the intended transfer are correct, provided that the number of RECs you seek to transfer in aggregate in respect of the Quarters in that calendar year does not exceed the number of RECs created in respect of the SGIRG for the relevant calendar year. Title to RECs and GPRs passes to us when we are noted as the registered holder.
- 9.6 At least 10 Business Days prior to each transfer of RECs, you will issue a Tax Invoice to us for the quantity of REC created and to be transferred by you and received by us in accordance with clause 9, together with a written notice setting out the period of generation to which the relevant RECs or GPRs relate.
- 9.7 We will pay you for any quantity of REC transferred by you and received by us in accordance with clause 9, within 30 days of transfer, subject to receipt of a valid Tax Invoice.
- 9.8 If the quantity of RECS transferred by you to us is less than 100% of the RECS created from the output of the SGIRG for each calendar year, or part thereof, during the Term, then you must pay us within 15 Business Days of the end of that calendar year, in respect of that shortfall, liquidated damages in an amount equal to:

$$[\{ROC/(1-TR)\} - SP] \times RECS$$

where

TR is the tax rate applicable to a company under the **Income Tax Rates Act 1986** (Cth) for the relevant period;

ROC is the “rate of charge” set out in the REE Act as amended from time to time;

RECS is the number of RECs comprising the shortfall in REC volume either where the RECs are not marked as “Pending Transfer” to us by the date 14 Business Days after the end of the relevant calendar year or where you have breached a warranty in respect of the RECs resulting in our inability to own or use a REC.

SP is the REC Price (“Liquidated Damages”).

The parties agree that the Liquidated Damages are a genuine pre-estimate of the damage suffered by us, and our sole remedy for breach by you of your obligation to sell all the RECs generated by the SGIRG during the term to us. This clause survives termination of this Agreement.

9.9 You warrant and represent that as at each date when RECs are to be transferred to us under this Agreement:

- (a) you are validly registered under Division 2 of Part 2 of the REE Act and have power and authority to sell and transfer the RECs to us;
- (b) you are shown as the owner under the REE Act of the RECs to be transferred to us;
- (c) you have not sold, transferred, assigned, licensed or otherwise created any interest in the RECs or GPRs to be transferred to us other than as contemplated in this Agreement;
- (d) you have not assigned, sold, promised or otherwise disposed of or granted the RECs or GPRs to be transferred to us to any other person;
- (e) all the RECs sold to us comply with the requirements of the REE Act and are registered with the ORER, and all the GPRs comply with the requirements of the Green Power Program;
- (f) the renewable energy used to generate the RECs comes from the SGIRG, (being a Renewable Energy Source under the REE Act);
- (g) the RECs and GPRs are free of any Encumbrance, Claim or Transactions and you have not entered into any agreement or arrangement having the effect of assigning, selling, promising or disposing of any of the rights or creating any interest in its RECs or GPRs or which may affect your ability to transfer title to the relevant RECs;
- (h) all RECs and GPRs sold to us comply with the requirements of the regime under which they are created;
- (i) all RECs and GPRs sold to us can be utilised within the regimes under which they are created as separate and individual rights acquired under this Agreement; and
- (j) the RECs and GPRS being transferred in respect of a particular calendar year, were created before 31 December of that relevant year.

9.10 You grant to us a royalty free, exclusive licence to use the name of the SGIRG in any marketing or sale of any electricity or Green Products generated by the SGIRG during the Term and to market the Green Products as "Green Power" under the Green Power Program, or similar program.

We will obtain your approval in relation to the technical correctness of the content of marketing, promotional and advertising material, in print or electronic form, in advance of release to the public (such approval shall not be unreasonably withheld or delayed).

You will obtain our prior approval in relation to any public statements or marketing materials that mention the SGIRG, this Agreement or us (such approval shall not be unreasonably withheld or delayed).

## 10. Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to this Agreement or another instrument includes any variation or replacement of them;
- (b) the singular includes the plural and vice versa;

- (c) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (d) a reference to one gender includes all genders;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally; if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (g) headings are inserted for convenience and do not affect the interpretation of this document;
- (h) terms used in this document will unless otherwise defined have the same meaning as given to relevant terms in legal and regulatory requirements;
- (i) a reference to a statute, ordinance, code, guideline or other law includes regulations and other instruments under, and consolidations, amendments, re-enactments, extensions or replacements of that statute, ordinance, guideline or law; and
- (j) a reference to legal and regulatory requirements means all legal and other instruments, such as guidelines and industry standards regulating the supply and sale of electricity in the state in which the Premises are situated.

#### 11. Definitions

The following terms shall have the following meanings:

"ABN Withholding Form" means the form in Schedule 1.

"Applicable Laws" means any law, regulation, code or rule or any other regulatory instrument that binds a party in connection with the activities contemplated by this Agreement.

"Bank Bill Rate" means on any day, the average bid rate (expressed as a percentage yield to maturity per annum rounded upwards, if necessary, to the nearest 0.01%) displayed on the page of the Reuters Monitor System designated "BBSY" (or any page that replaces that page) at or about 10:30 am on that day (or if that day is not a Business Day then on the Business Day which immediately precedes that day) for the purchase of bills of exchange (as defined in the **Bills of Exchange Act 1909** (Cth)) bearing the acceptance of a body corporate authorised under Section 9 of the **Banking Act 1959** (Cth) and for a term to maturity of 90 days.

"Business Day" means any day other than Saturday or Sunday when banks are open for general business in Melbourne.

"Claim" means any claim to title or any action in relation to the title or ownership of the RECs other than by us.

"Connection Point" means the point at which the SGIRG is physically connected to the Distributor's Distribution System.

"Distribution Connection Agreement" means an agreement between you and the Distributor providing for such matters as the connection and disconnection of the SGIRG to the Distribution System, and the terms and conditions upon which Export Electricity can be injected into the Distribution System.

"Distribution System" in relation to a distributor, means a system of electric lines and associated equipment (generally at nominal voltage levels of 66kV or below) which the Distributor is licensed under the EIA to use to distribute or supply electricity.

"Distributor" means a person entitled under the EIA to distribute electricity through a Distribution System, and in relation to the SGIRG, means the person entitled to distribute electricity through the Distribution System to which the SGIRG is connected, being the person named as the Distributor on the Cover Sheet.

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

“Electricity Price” means the electricity price for Export Electricity specified on the Cover Sheet, as amended from time to time in accordance with this Agreement.

“Encumbrance” includes any mortgage, charge, pledge, lien, encumbrance, assignment, security interest, title retention, preferential right, trust arrangement, contractual right of set-off or any other security agreement or arrangement in favour of any person by way of security for the payment of a debt or any other monetary obligation, and any other restriction that may affect our ability to use any REC purchased under this Agreement as separate and distinct legal rights.

“Export Electricity” means electricity generated by the SGIRG and exported to the Distribution System from the Connection Point.

“Good Operating Practice” means any of the practices, methods and acts which in the exercise of reasonable judgment, in the light of the facts known at the time that a decision was made, could reasonably have been expected to be engaged in by operators of generators comparable to the SGIRG to accomplish the desired result, consistent with Applicable Laws, licensing, regulatory and environmental considerations, reliability, safety and expedition, and manufacturer’s maintenance requirements.

“Green Power Rights” or “GPR” means a Green Power Right created from new generation as defined in the Green Power Program.

“Green Power Program” means the National Green Power Accreditation Program set forth in the National Green Power Accreditation Document, Version 3, August 2003, as amended from time to time.

“Green Products” means RECs and GPRs.

“Meter Data Agent” means the person identified as the Meter Data Agent on the Cover Sheet.

“Metering Provider” means the person identified as the Meter Provider on the Cover Sheet.

“National Electricity Rules” means the rules of that name in force from time to time.

“NEMMCO” means the National Electricity Market Management Company Limited, ABN 94 072 327

“ORER” means the Office of the Renewable Energy Regulator or its successor.

“Personal Information” means information or opinion about you if you are an individual, from which your identity is apparent or can be reasonably ascertained.

“Quarter” or “Quarterly” means a period of 3 months ending on 31 March, 30 June, 30 September and 31 December in each year (provided that the first and last such period during the Term will be a shorter period commencing, in the case of the first period, on the Start Date and ending on the next of those dates to occur, and in the case of the last period commencing on the last of those dates to occur during the Term and ending on the last date of the Term).

“REC Price” means the REC price specified in the Cover Sheet, as it may be amended from time to time in accordance with this Agreement.

“REE Act” means **Renewable Energy (Electricity) Act 2000** and the Renewable Energy (Electricity) Regulations 2001.

“Register” means the register of RECs established under the REE Act.

“Start Date” means the later of the date specified in the Cover Sheet and the date that the preconditions in clause 1.1 are satisfied.

“Supply Voltage” is the voltage nominated on the Cover Sheet.

“Tax Invoice” has the same meaning as in **A New Tax System (Goods and Services Tax) Act 1999**.

“Transfer” means transfer of RECs with ORER under the REE Act.

ANNEXURE 1



Switched on Living AGL Electricity Limited ABN 82 064 651 083 AGL Victoria Pty Ltd ABN 88 090 538 337

STATEMENT BY A SUPPLIER

(PLEASE PRINT CLEARLY)

REASON FOR NOT QUOTING AN AUSTRALIAN BUSINESS NUMBER (ABN)

NAME OF SUPPLIER:

ADDRESS OF SUPPLIER:

POSTCODE:

Under the Pay As You Go legislation and guidelines produced by the Australian Taxation Office, I provide you with a written statement that, for the supply I am making and further supplies of this type that I make to you:

Tick the appropriate box

The supply is made to you in my capacity as an individual, and the supply is made in the course of activity that is a private recreational pursuit or hobby

The supply is made to you in my capacity as an individual, and the supply is wholly of a private or domestic nature for me

I (or the supplier that I represent) am/is a non-resident who is not carrying on an enterprise in Australia

The whole of the payment that I (or the supplier that I represent) will receive for the supply is exempt from income tax

I (or the partnership that I represent) have no reasonable expectation of profit or gain from the activity undertaken and consider that I (or the partnership that I represent) do not meet the definition of enterprise for tax purposes

Therefore, I am not quoting you an ABN. You should not withhold an amount from the payment you make to me for the supply. I agree to advise you in writing if circumstances change to the extent that this statement becomes invalid.

Name of authorised person (if not the supplier):

Signature of supplier or authorised person:

Date

Daytime contact phone number

STD CODE

AGL will retain this statement for 5 years

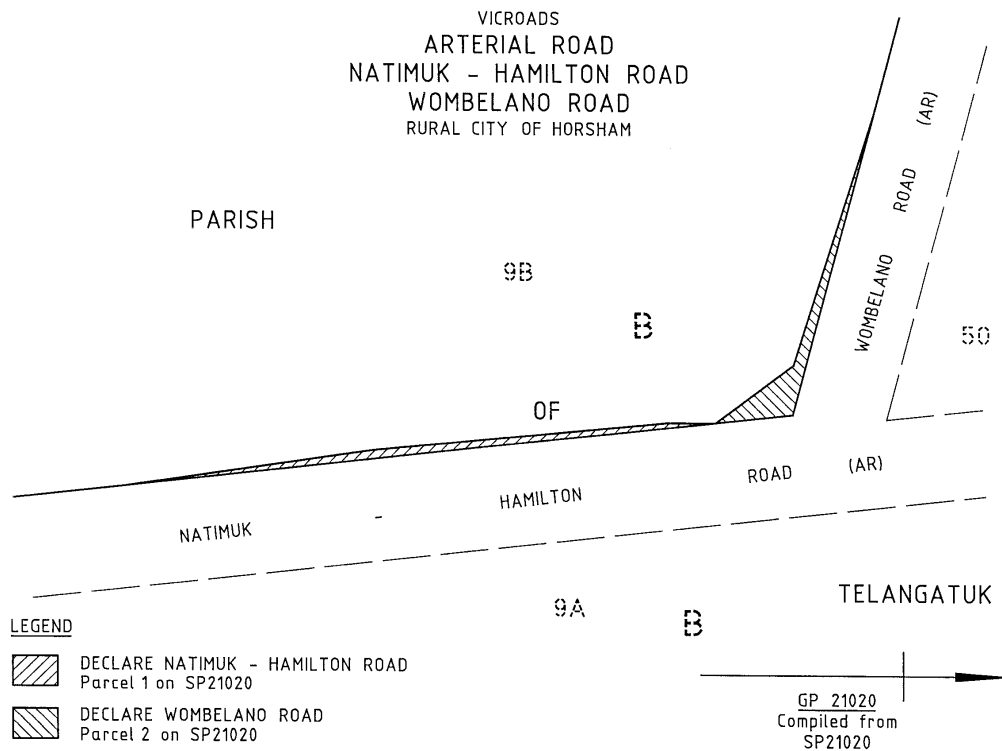
**Road Management Act 2004**  
**ROAD DECLARATION**

VicRoads, pursuant to Sections 11 and 14 of the **Road Management Act 2004**, upon publication of this notice declares the roads described in the Schedule and on the plans attached.

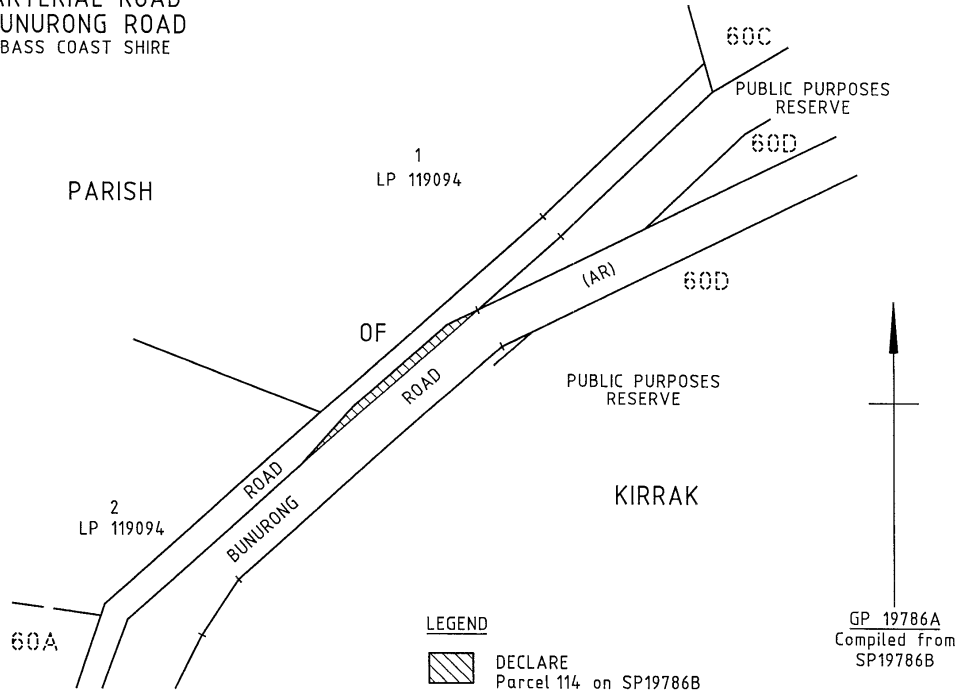
**SCHEDULE**

**ARTERIAL ROAD**

- a) Those parts of Natimuk–Hamilton Road and Wombelano Road identified by hatching on the plan numbered GP21020 are declared as described in the legend in the said plan.
- b) Those parts of Bunurong Road identified by hatching on the plan numbered GP19786A are declared as described in the legend in the said plan.



VICROADS  
ARTERIAL ROAD  
BUNURONG ROAD  
BASS COAST SHIRE



Dated 25 August 2005

DAVID ANDERSON  
Chief Executive  
VicRoads



**Planning and Environment Act 1987**  
VICTORIA PLANNING PROVISIONS

Notice of Approval of Amendment  
Amendment VC33

The Minister for Planning has approved Amendment VC33 to the Victoria Planning Provisions and all planning schemes in Victoria, except the Port of Melbourne Planning Scheme.

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

The Amendment changes the Victoria Planning Provisions (VPP) and planning schemes by:

- removing the requirement for a Clause 54 assessment for Heritage Overlay applications in a residential zone; and
- amending Clauses 54 to include reference to the new Residential 3 Zone in the Application provisions.

A copy of the Amendment can be inspected, free of charge, during office hours, at all municipal council offices in Victoria and at: Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, Melbourne 3002; Department of Sustainability and Environment, Port Phillip Region, 30 Prospect Street, Box Hill 3128; Department of Sustainability and Environment, North East Region, 35 Sydney Road, Benalla 3672; Department of Sustainability and Environment, Gippsland Region, 71 Hotham Street, Traralgon 3844; Department of Sustainability and Environment, North West Region, 1 Taylor Street, Epsom 3551; Department of Sustainability and Environment, South West Region – Geelong, 4th Floor, State Government Offices, corner of Fenwick and Little Malop Streets, Geelong 3220; and Department of Sustainability and Environment, South West Region – Ballarat, 88 Learmonth Road, Wendouree 3355.

GENEVIEVE OVERELL  
Deputy Secretary  
Built Environment  
Department of Sustainability  
and Environment

**Planning and Environment Act 1987**  
BASS COAST PLANNING SCHEME

Notice of Approval of Amendment  
Amendment C36

The Minister for Planning has approved Amendment C36 to the Bass Coast Planning Scheme.

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

The Amendment rezones land at Crown Allotments 8 and 14 and Lot 12, PS 211823S, 8 Dowson Drive, Wonthaggi from a Rural Zone to a Low Density Residential Zone and enables the issue of a planning permit for the subdivision of the land into 45 lots.

The Minister has granted the following permit under Division 5 Part 4 of the Act:

Permit No.: 050038.

Description of land: Crown Allotments 8 and 14 and Lot 12, PS 211823S, 8 Dowson Drive, Wonthaggi.

A copy of the Amendment and permit can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the office of the Bass Coast Shire Council, 76 McBride Street, Wonthaggi.

GENEVIEVE OVERELL  
Deputy Secretary  
Built Environment  
Department of Sustainability  
and Environment

**Planning and Environment Act 1987**  
BASS COAST PLANNING SCHEME

Notice of Approval of Amendment  
Amendment C42

The Minister for Planning has approved Amendment C42 to the Bass Coast Planning Scheme.

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

The Amendment deletes the Public Acquisition Overlay from areas of the Bass Highway at The Gurdies, which have been

acquired and where the road has been constructed. The Amendment also rezones areas of land that are now part of the Bass Highway from a Rural Zone to a Road Zone Category 1.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the offices of the Bass Coast Shire Council, 76 McBride Avenue, Wonthaggi.

GENEVIEVE OVERELL  
Deputy Secretary  
Built Environment  
Department of Sustainability  
and Environment

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**Planning and Environment Act 1987**

GREATER DANDENONG  
PLANNING SCHEME

Notice of Approval of Amendment  
Amendment C65

The Minister for Planning has approved Amendment C65 to the Greater Dandenong Planning Scheme.

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

The Amendment:

- rezones land at 314–318 Springvale Road, Springvale (part of the Andrew Erickson Gardens) from a Public Park and Recreation Zone to a Public Use Zone 7 – Other Public Use to allow development of the site for a new police station; and
- rezones land at 7–21 Luxford Court and 69–83 Buckingham Avenue, Springvale from a Public Park and Recreation Zone to a Residential 1 Zone to correct a zoning anomaly.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the offices of the Greater Dandenong City Council, 39 Clow Street, Dandenong.

GENEVIEVE OVERELL  
Deputy Secretary  
Built Environment  
Department of Sustainability  
and Environment

**Planning and Environment Act 1987**

STONNINGTON PLANNING SCHEME

Notice of Approval of Amendment

Amendment C11 Part 2B

The Minister for Planning has approved Amendment C11 Part 2B to the Stonnington Planning Scheme.

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

The Amendment:

- rezones the western part of 53 Stuart Street, Armadale from a Residential 1 Zone to a Public Use Zone 6 – Local Government; and
- amends the Schedule to Clause 36.01 to identify the intended use of the land as a public car park.

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne; and at the offices of the Stonnington City Council, corner of Greville and Chapel Streets, Prahran.

GENEVIEVE OVERELL  
Deputy Secretary  
Built Environment  
Department of Sustainability  
and Environment

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## ORDERS IN COUNCIL

**Borrowing and Investment Powers Act 1987**  
APPROVAL BY THE GOVERNOR IN  
COUNCIL OF INVESTMENT POWERS FOR  
SOUTH GIPPSLAND WATER

Order in Council

The Governor in Council, pursuant to Section 21 of the **Borrowing and Investment Powers Act 1987**, on the recommendation of the Treasurer, hereby gives approval for the purposes of that section to South Gippsland Water.

Dated 30 August 2005

Responsible Minister  
JOHN BRUMBY MP  
Treasurer

RUTH LEACH  
Clerk of the Executive Council

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**Borrowing and Investment Powers Act 1987**  
APPROVAL BY THE GOVERNOR IN  
COUNCIL OF INVESTMENT POWERS FOR  
SOUTH GIPPSLAND WATER

Order in Council

The Governor in Council, pursuant to Section 20 of the **Borrowing and Investment Powers Act 1987**, on the recommendation of the Treasurer, hereby approves South Gippsland Water, with the approval of the Treasurer, investing its money in the manner described in the Schedule attached to this Order.

Dated 30 August 2005

Responsible Minister  
JOHN BRUMBY MP  
Treasurer

RUTH LEACH  
Clerk of the Executive Council

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**Borrowing and Investment Powers Act 1987**  
APPROVAL BY THE GOVERNOR IN  
COUNCIL OF INVESTMENT POWERS FOR  
SOUTH GIPPSLAND WATER

Order in Council

The Governor in Council, pursuant to Section 17A of the **Borrowing and Investment Powers Act 1987** ("the Act") hereby declares that sections 5, 8, 11, 11AA, 12, 14, 20, 20A and

21 of the Act apply to South Gippsland Water, an "Authority" within the meaning of the **Water Act 1989**, with effect from and including 30 August 2005.

Dated 30 August 2005

Responsible Minister  
JOHN BRUMBY MP  
Treasurer

RUTH LEACH  
Clerk of the Executive Council

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**Gas Safety Act 1997**

DECLARATION OF GAS COMPANY

Order in Council

The Governor in Council under section 5 of the **Gas Safety Act 1997**, declares the Westernport Region Water Authority (ABN 63 759 106 755), trading as "Westernport Water and Gas", to be a gas company for the purposes of the Act.

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

Dated 30 August 2005

Responsible Minister  
THEO THEOPHANOUS  
Minister for Energy Industries

RUTH LEACH  
Clerk of the Executive Council

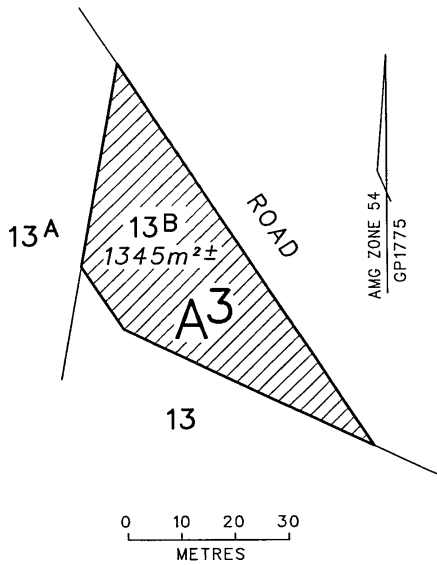
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**Crown Land (Reserves) Act 1978**

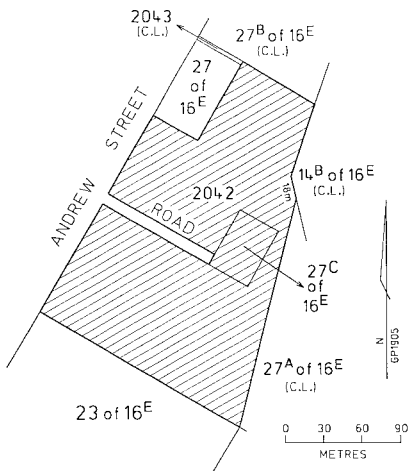
TEMPORARY RESERVATION  
OF CROWN LAND

The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown lands which in his opinion are required for the purposes mentioned:—

MUNICIPAL DISTRICT OF THE  
CENTRAL GOLDFIELDS SHIRE COUNCIL  
AMHERST – Conservation of an area of natural interest, 1345 square metres, more or less, being Crown Allotment 13B, Section A3, Parish of Amherst, County of Talbot as indicated by hatching on plan hereunder. (GP 1775) – (06L6–11123).

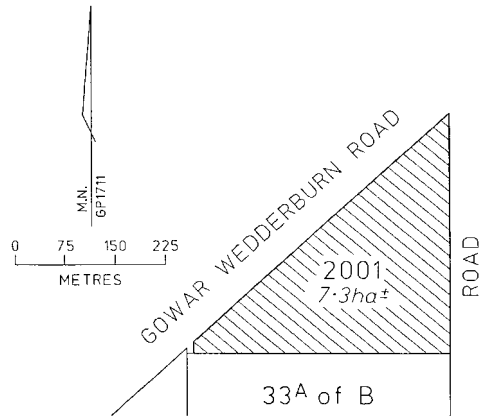


**MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL**  
**AT BENDIGO** – Conservation of an area of natural interest, total area, 3.23 hectares, more or less, being Crown Allotments 2042 and 27C Section 16E, At Bendigo, Parish of Sandhurst, County of Bendigo as indicated by hatching on plan hereunder. (GP 1905) – (06L6–10877).



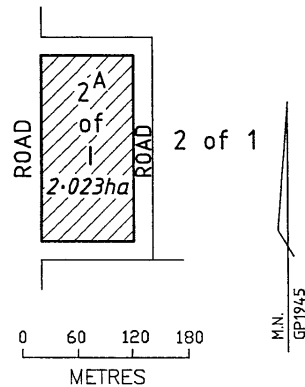
Total area of hatched portion is 3.23ha ±

**MUNICIPAL DISTRICT OF THE LODDON SHIRE COUNCIL**  
**BERRIMAL** – Conservation of an area of natural interest, 7.3 hectares, more or less, being Crown Allotment 2001, Parish of Berrimal, County of Gladstone as indicated by hatching on plan hereunder. (GP 1711) – (06L6–10778).

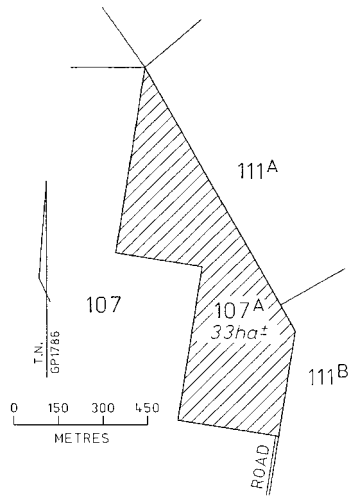


**MUNICIPAL DISTRICT OF THE NORTHERN GRAMPIANS SHIRE COUNCIL**  
**BOOLA BOLOKE** – Conservation of an area of natural interest, 2.3 hectares, more or less, being Crown Allotment 1E, Section B, Parish of Boola Boloke, County of Kara Kara as shown on plan LEGL./05–134 lodged in the Central Plan Office. – (06P120753).

**MUNICIPAL DISTRICT OF THE INDIGO SHIRE COUNCIL**  
**BRIMIN** – Conservation of an area of natural interest, 2.023 hectares, being Crown Allotment 2A, Section I, Parish of Brimin, County of Bogong as indicated by hatching on plan hereunder. (GP 1945) – (11P200929).

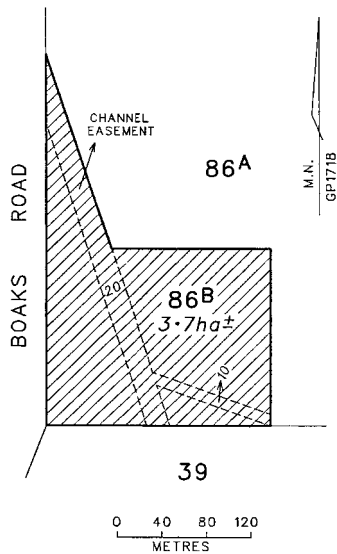


**MUNICIPAL DISTRICT OF THE BULOKE SHIRE COUNCIL**  
**BUCKRABANYULE** – Conservation of an area of natural beauty, 33 hectares, more or less, being Crown Allotment 107A, Parish of Buckrabanyule, County of Gladstone as indicated by hatching on plan hereunder. (GP 1786) – (06L6–10949).



MUNICIPAL DISTRICT OF THE  
BULOKE SHIRE COUNCIL

CARRON – Conservation of an area of natural interest, 3.7 hectares, more or less, being Crown Allotment 86B, Parish of Carron, County of Borung as indicated by hatching on plan hereunder. (GP 1718) – (0607990).

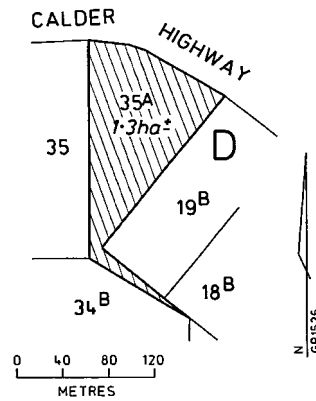


MUNICIPAL DISTRICT OF THE  
MOUNT ALEXANDER SHIRE COUNCIL

CHEWTON – Conservation of an area of natural interest, total area, 1.19 hectares, more or less, being Crown Allotments 29 and 29A, Section D, Parish of Chewton, County of Talbot as shown on plan No. LEGL./05-121 lodged in the Central Plan Office. – (06L6-10979).

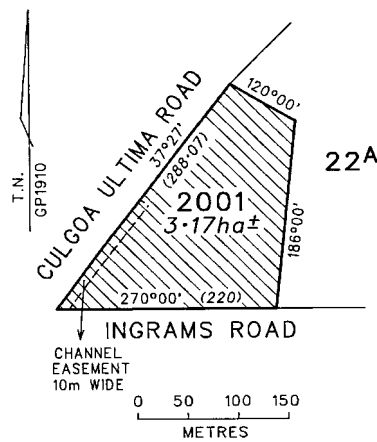
MUNICIPAL DISTRICT OF THE  
MOUNT ALEXANDER SHIRE COUNCIL  
CHEWTON – Conservation of an area of natural interest, total area, 10.56 hectares, more or less, being Crown Allotments 55A and 58E, Section E1, and 2012, Parish of Chewton, County of Talbot as shown on plan No. LEGL./04-250 lodged in the Central Plan Office. – (06L6-10755).

MUNICIPAL DISTRICT OF THE  
MOUNT ALEXANDER SHIRE COUNCIL  
CHEWTON – Conservation of an area of natural interest, 1.3 hectares, more or less, being Crown Allotment 35A, Section D, Parish of Chewton, County of Talbot as indicated by hatching on plan hereunder. (GP 1536) – (06L6-10972).



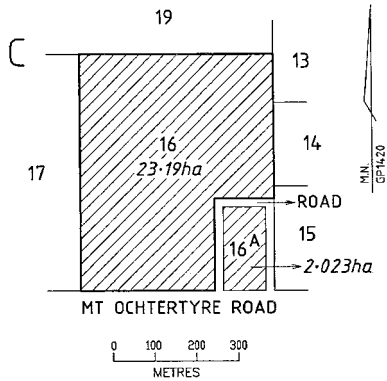
MUNICIPAL DISTRICT OF THE  
BULOKE SHIRE COUNCIL

CHINANGIN – Conservation of an area of natural interest, 3.17 hectares, more or less, being Crown Allotment 2001, Parish of Chinangin, County of Tatchera as indicated by hatching on plan hereunder. (GP 1910) – (01L5-1475).





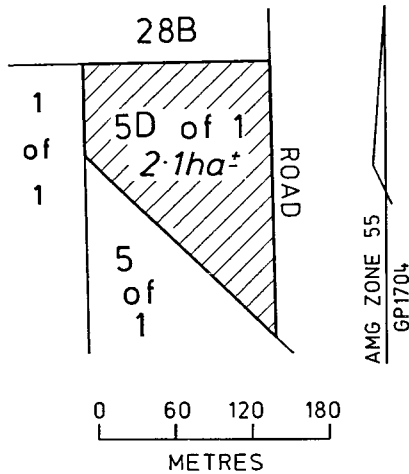
Crown Allotments 16 and 16A, Section C, Parish of Gooramadda, County of Bogong as indicated by hatching on plan hereunder. (GP 1420) – (11P201949).



TOTAL AREA OF HATCHED PORTIONS 25.21ha

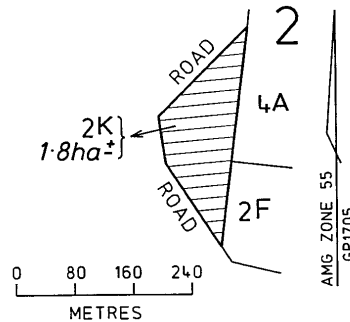
MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL

HEATHCOTE – Conservation of an area of natural interest, 2.1 hectares, more or less, being Crown Allotment 5D, Section 1, Parish of Heathcote, County of Dalhousie as indicated by hatching on plan hereunder. (GP 1704) – (06L6-10867).



MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL

HEATHCOTE – Conservation of an area of natural interest, 1.8 hectares, more or less, being Crown Allotment 2K, Section 2, Parish of Heathcote, County of Dalhousie as indicated by hatching on plan hereunder. (GP 1705) – (06L6-10868).

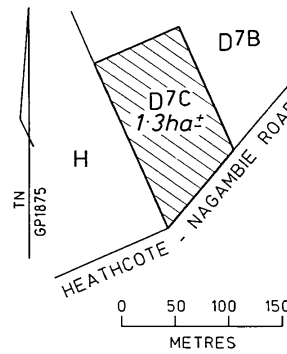


MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL

HEATHCOTE – Conservation of an area of natural interest, 4.1 hectares, more or less, being Crown Allotment D9E, Parish of Heathcote, County of Dalhousie as shown on plan No. LEGL./04-211 lodged in the Central Plan Office. – (0607031).

MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL

HEATHCOTE – Conservation of an area of natural interest, 1.3 hectares, more or less, being Crown Allotment D7C, Parish of Heathcote, County of Dalhousie as indicated by hatching on plan hereunder. (GP 1875) – (06L6-10766).

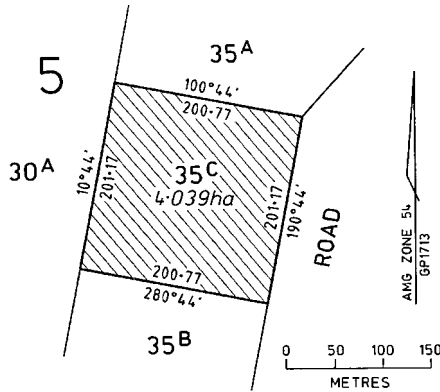


MUNICIPAL DISTRICT OF THE LODDON SHIRE COUNCIL

INGLEWOOD – Conservation of an area of natural interest, total area, 154 hectares, more or less, being Crown Allotments 21A, 24A Section B and Crown Allotment 9, Section C, Township of Inglewood, Parish of Inglewood, County of Gladstone and Crown Allotments 29G, Section E, and 3A, Section 9, Parish of Inglewood, County of Gladstone as shown on plan No. LEGL./05-114 lodged in the Central Plan Office. – (06L6-1835).

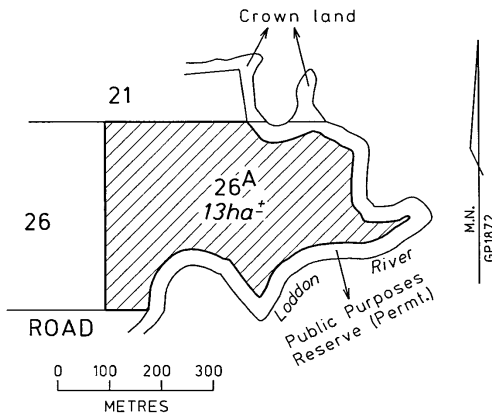
MUNICIPAL DISTRICT OF THE  
LODDON SHIRE COUNCIL

KANGDERAAR – Conservation of an area of natural interest, 4.039 hectares, being Crown Allotment 35C, Section 5, Parish of Kangderaar, County of Gladstone as indicated by hatching on plan hereunder. (GP 1713) – (06L6–1657).



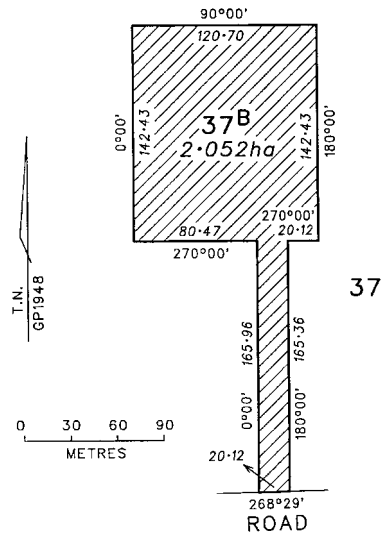
MUNICIPAL DISTRICT OF THE  
LODDON SHIRE COUNCIL

KINYPANIAL – Public purposes, 13 hectares, more or less, being Crown Allotment 26A, Parish of Kinypanial, County of Gladstone as indicated by hatching on plan hereunder. (GP 1872) – (06L6–10929).



MUNICIPAL DISTRICT OF THE  
NORTHERN GRAMPIANS SHIRE COUNCIL

KOOROC – Conservation of an area of natural interest, 2.052 hectares, being Crown Allotment 37B, Parish of Kooroc, County of Kara Kara as indicated by hatching on plan hereunder. (GP 1948) – (06P123244).

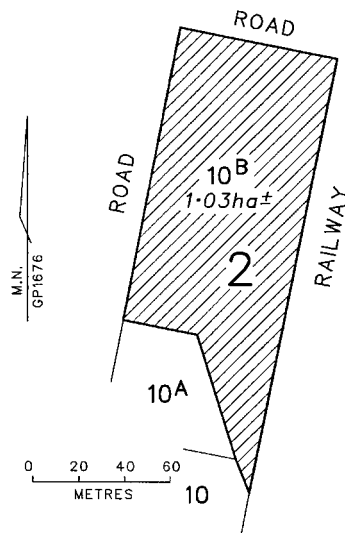


MUNICIPAL DISTRICT OF THE CITY OF  
GREATER BENDIGO SHIRE COUNCIL

MARONG – Conservation of an area of natural interest, total area, 9.22 hectares, more or less, being Crown Allotments 2004, 2006 and 1C, Section 12, Parish of Marong, County of Bendigo as shown on plan No. LEGL./04–208 lodged in the Central Plan Office. – (0607521).

MUNICIPAL DISTRICT OF THE  
CENTRAL GOLDFIELDS SHIRE COUNCIL

MARYBOROUGH – Conservation of an area of natural interest, 1.03 hectares, more or less, being Crown Allotment 10B, Section 2, Parish of Maryborough, County of Talbot as indicated by hatching on plan hereunder. (GP 1676) – (06L6–10906).



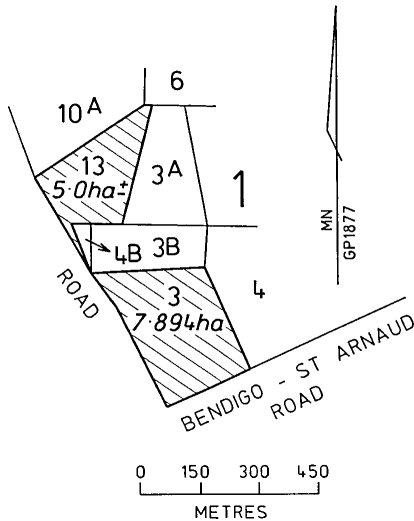


**MUNICIPAL DISTRICT OF THE CITY OF  
GREATER BENDIGO SHIRE COUNCIL**

**MIA MIA** – Conservation of an area of natural interest, 8.9 hectares, more or less, being Crown Allotment 2001, Township of Mia Mia, Parish of Spring Plains, County of Dalhousie as shown on plan No. LEGL./04–207 lodged in the Central Plan Office. – (06L6–10885).

**MUNICIPAL DISTRICT OF THE  
LODDON SHIRE COUNCIL**

**MOLIAGUL** – Conservation of an area of natural interest, total area, 12.894 hectares, more or less, being Crown Allotments 3 and 13, Section 1, Parish of Moliagul, County of Gladstone as indicated by hatching on plan hereunder. (GP 1877) – (06L6–10791).



**MUNICIPAL DISTRICT OF THE  
NORTHERN GRAMPIANS SHIRE COUNCIL**

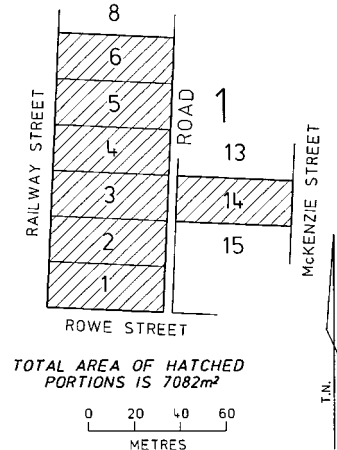
**MOOLERR** – Conservation of an area of natural interest, total area, 20.8 hectares, more or less, being Crown Allotments 2002, 2003, 2004 and 2005, Parish of Moolerr, County of Kara Kara as shown on plan LEGL./04–500 lodged in the Central Plan Office. – (06L6–1827)

**MUNICIPAL DISTRICT OF THE  
NORTHERN GRAMPIANS SHIRE COUNCIL**

**MOYREISK** – Conservation of an area of natural interest, total area, 11.13 hectares, more or less, being Crown Allotments 2008 and 50C Section 2, Parish of Moyreisk, County of Kara Kara as shown on plan LEGL./05–360 lodged in the Central Plan Office. – (0607462).

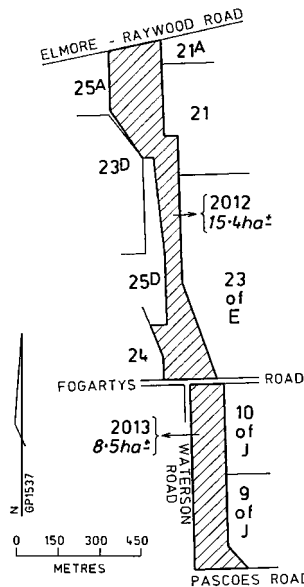
**MUNICIPAL DISTRICT OF THE  
BULOKE SHIRE COUNCIL**

**NANDALY** – Conservation of an area of natural interest, total area, 7082 square metres, being Crown Allotments 1, 2, 3, 4, 5, 6 and 14 Section 1, Township of Nandalay, Parish of Bimbourie, County of Karkaroc as indicated by hatching on plan hereunder. (GP 1884) – (01L5–3745).



**MUNICIPAL DISTRICT OF THE CITY OF  
GREATER BENDIGO SHIRE COUNCIL**

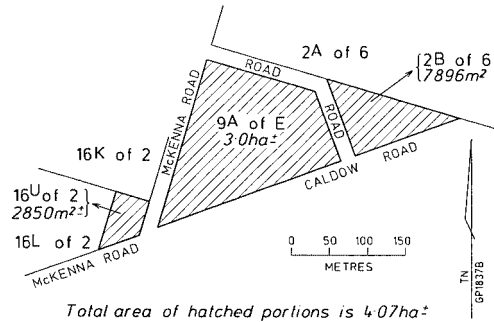
**NEILBOROUGH** – Public purposes, total area, 23.9 hectares, more or less, being Crown Allotments 2012 and 2013, Parish of Neilborough, County of Bendigo as indicated by hatching on plan hereunder. (GP 1537) – (0617339).



Total area of hatched portions is 23.9ha<sup>2</sup>

**MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL**

**NERRING** – Conservation of an area of natural interest, total area, 4.07 hectares, more or less, being Crown Allotments 16U, Section 2, 9A, Section E and 2B, Section 6, Parish of Nerring, County of Bendigo as indicated by hatching on plan hereunder. (GP 1837B) – (06L6–10825).



**MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL**

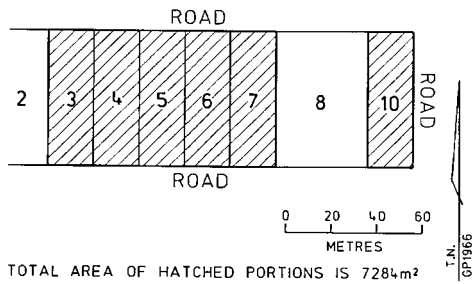
**NERRING** – Conservation of an area of natural interest, total area, 7.6 hectares, more or less, being Crown Allotments 2005 and 10A, Section E, Parish of Nerring, County of Bendigo as shown on plan LEGL./05–369 lodged in the Central Plan Office. (06L6–10764).

**MUNICIPAL DISTRICT OF THE INDIGO SHIRE COUNCIL**

**NORONG** – Conservation of an area of natural interest, 8630 square metres, more or less, being Crown Allotment 1A, Section L, Parish of Norong, County of Bogong as shown on plan LEGL./05–138 lodged in the Central Plan Office. – (P202456).

**MUNICIPAL DISTRICT OF THE BULOKE SHIRE COUNCIL**

**PIER-MILLAN** – Conservation of an area of natural interest, total area, 7284 square metres, being Crown Allotments 3, 4, 5, 6, 7 and 10, Township of Pier-Millan, Parish of Pier-Millan, County of Karkaroc as indicated by hatching on plan hereunder. (GP 1966) – (01L5–1552).



**MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL**

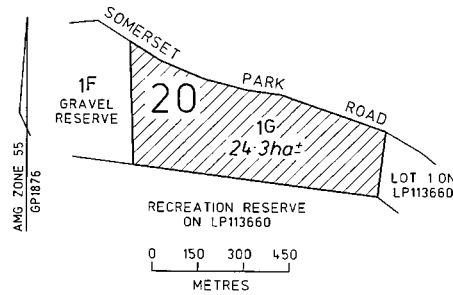
**SHELBOURNE** – Conservation of an area of natural interest, total area, 13.3 hectares, more or less, being Crown Allotments 2003, 2004 and 4E, Section 25, Parish of Shelbourne, County of Bendigo as shown on plan LEGL./05–368 lodged in the Central Plan Office. – (06L6–10824).

**MUNICIPAL DISTRICT OF THE NORTHERN GRAMPIANS SHIRE COUNCIL**

**STAWELL** – Conservation of an area of natural interest, 7.330 hectares, being Crown Allotment 26, Section 49B, Parish of Stawell, County of Borung as shown on plan LEGL./05–353 lodged in the Central Plan Office. – (0204602).

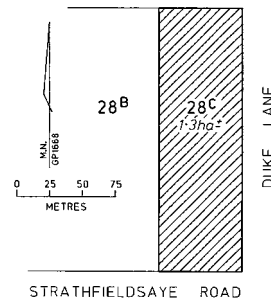
**MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL**

**STRATHFIELDSAYE** – Conservation of an area of natural interest, 24.3 hectares, more or less, being Crown Allotment 1G, Section 20, Parish of Strathfieldsaye, County of Bendigo as indicated by hatching on plan hereunder. (GP 1876) – (06L6–1788).



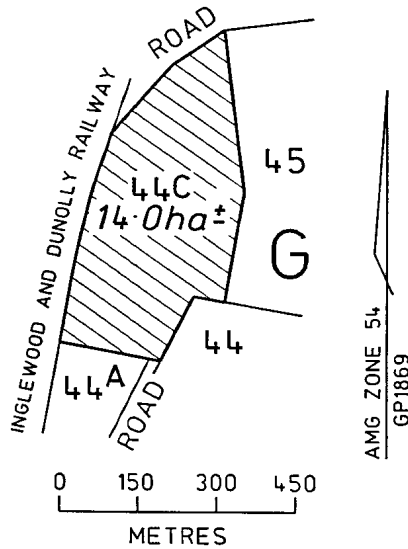
**MUNICIPAL DISTRICT OF THE CITY OF GREATER BENDIGO SHIRE COUNCIL**

**STRATHFIELDSAYE** – Conservation of an area of natural interest, 1.3 hectares, more or less, being Crown Allotment 28C, Township of Strathfieldsaye, Parish of Strathfieldsaye, County of Bendigo as indicated by hatching on plan hereunder. (GP 1668) – (06L6–10830).



MUNICIPAL DISTRICT OF THE  
LODDON SHIRE COUNCIL

TARNAGULLA – Conservation of an area of natural interest, 14.0 hectares, more or less, being Crown Allotment 44C, Section G, Parish of Tarnagulla, County of Gladstone as indicated by hatching on plan hereunder. (GP 1869) – (06L6-10773).



MUNICIPAL DISTRICT OF THE  
LODDON SHIRE COUNCIL

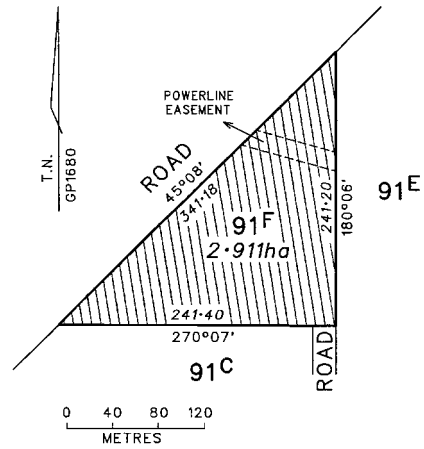
TARNAGULLA – Conservation of an area of natural interest, 9.503 hectares, being Crown Allotment 142A, Section C, Parish of Tarnagulla, County of Gladstone as shown on plan OP122184 lodged in the Central Plan Office. – (06L6-10779).

MUNICIPAL DISTRICT OF THE  
MOUNT ALEXANDER SHIRE COUNCIL

TARRENGOWER – Conservation of an area of natural interest, total area, 25.6 hectares, more or less, being Crown Allotments 2004, 2005 and 2006, Parish of Tarrengower, County of Talbot as shown on plan No. LEGL./05-375 lodged in the Central Plan Office. – (06L6-1749)

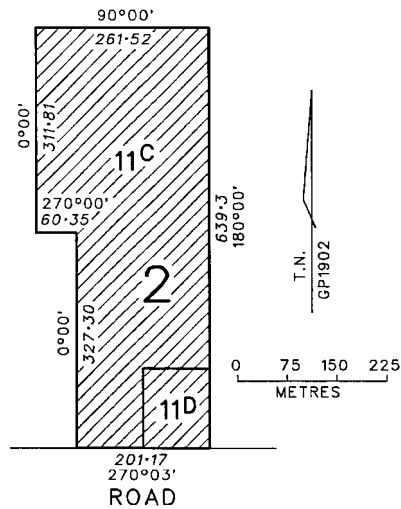
MUNICIPAL DISTRICT OF THE  
BULOKE SHIRE COUNCIL

TEDDYWADDY – Conservation of an area of natural interest, 2.911 hectares, being Crown Allotment 91F, Parish of Teddywaddy, County of Kara Kara as indicated by hatching on plan hereunder. (GP 1680) – (06L6-8019).



MUNICIPAL DISTRICT OF THE  
BULOKE SHIRE COUNCIL

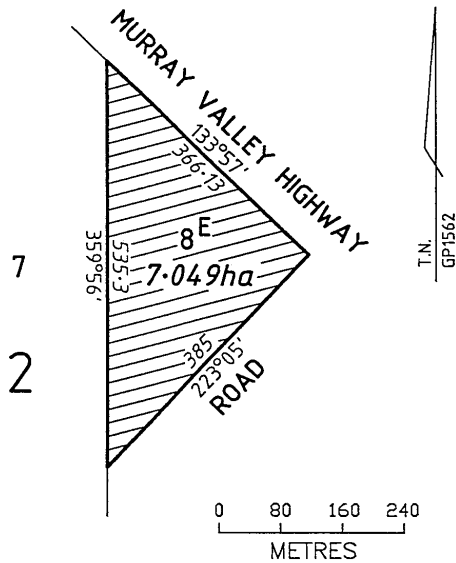
TITTYBONG – Conservation of an area of natural interest, 14.74 hectares, being Crown Allotments 11C and 11D, Section 2, Parish of Tittybong, County of Tatchera as indicated by hatching on plan hereunder. (GP 1902) – (0104516).



TOTAL AREA OF HATCHED PORTIONS 14.74ha

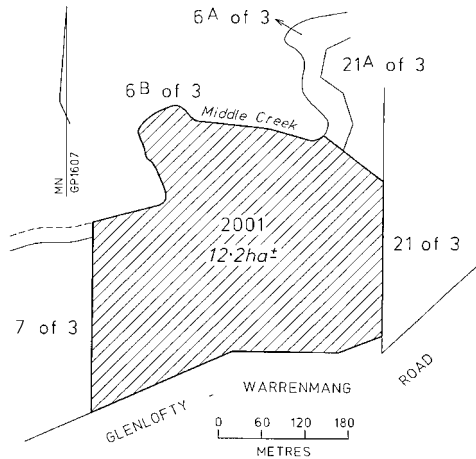
MUNICIPAL DISTRICT OF THE  
CAMPASPE SHIRE COUNCIL

TURRUMBERRY NORTH – Conservation of an area of natural interest, 7.049 hectares, being Crown Allotment 8E, Section 2, Parish of Turrumberry North, County of Gunbower as indicated by hatching on plan hereunder. (GP 1562) – (06L6-2136).



MUNICIPAL DISTRICT OF THE  
PYRENEES SHIRE COUNCIL

WARRENMANG – Conservation of an area of natural interest, 12.2 hectares, more or less, being Crown Allotment 2001, Parish of Warrenmang, County of Kara Kara as indicated by hatching on plan hereunder. (GP 1607) – (0615674).



MUNICIPAL DISTRICT OF THE  
PYRENEES SHIRE COUNCIL

YEHRIP – Conservation of an area of natural interest, 7.9 hectares, more or less, being Crown Allotment 27F, Parish of Yehrip, County of Kara Kara as shown on plan LEGL./04-269 lodged in the Central Plan Office. – (0615575).

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

Dated 30 August 2005

Responsible Minister  
ROB HULLS  
Minister for Planning

RUTH LEACH  
Clerk of the Executive Council

**Crown Land (Reserves) Act 1978**

NOTICE OF INTENTION TO REVOKE  
TEMPORARY RESERVATIONS

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

BARKLY – The temporary reservation by Order in Council of 11 February 1941 of an area of 3.017 hectares, more or less, of land in Section A, Parish of Barkly as a site for Gravel and Water Supply purposes. – (Rs 3629).

BUNG BONG – The temporary reservation by Order in Council of 1 February 1869 of an area of 4.452 hectares, more or less, of land in Section 2A, Township of Bung Bong, Parish of Bung Bong as a site for Watering purposes. – (Rs 6806).

EUROA – The temporary reservation by Order in Council of 31 May 1886 of an area of 4.047 hectares, more or less, of land in the Parish of Euroa as a site for the supply of Stone and Gravel. – (Rs 4607).

KARYRIE – The temporary reservation by Order in Council of 24 June 1902 of an area of 12.464 hectares, more or less, of land being Crown Allotment 75, Parish of Karyrie as a site for Water Supply purposes. – (Rs 1153).

SHEPPARTON – The temporary reservation by Order in Council of 9 December 1913 of an area of 3642 square metres of land in the Township of Shepparton, Parish of Shepparton (formerly Crown Allotments 1 and 2, Section 28B) as a site for Water Supply purposes, revoked as to part by Order in Council of 27 August 1946 so far as the balance remaining containing 3237 square metres, more or less. – (Rs 5890).

TURRUMBERRY – The temporary reservation by Order in Council of 29 January 1878 of an area of 19.261 hectares, more or less, of land in Section 2, Parish of Turrumberry as a site for Watering purposes. – (Rs 13195).

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

Dated 30 August 2005

Responsible Minister

ROB HULLS

Minister for Planning

RUTH LEACH

Clerk of the Executive Council

### **Crown Land (Reserves) Act 1978**

#### REVOCATION OF TEMPORARY RESERVATIONS

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** revokes the following temporary reservations:

BETHANGA – The temporary reservation by Order in Council of 1 December 1953 of an area of 4047 square metres of land in Section L, Township of Bethanga, Parish of Berringa as a site for Police purposes, revoked as to part by Order in Council of 9 May 1995 so far as the balance remaining containing 1185 square metres, more or less. – (Rs 7196).

CARLYLE – The temporary reservation by Order in Council of 8 March 1960 of an area of 3642 square metres of land in Section 3, Parish of Carlyle as a site for a Rubbish Depot. – (Rs 7870).

CARLYLE – The temporary reservation by Order in Council of 12 January 1872 of an area of 11.938 hectares of land in Section 3, Parish of Carlyle as a site whence Gravel may be procured under license, revoked as to part by various Orders, so far as the balance remaining containing 4.515 hectares, more or less. – (Rs 333).

CASTLE DONNINGTON – The temporary reservation by Order in Council of 22 September 1998 of an area of 1.175 hectares of land being Crown Allotment 1D, Section A, Parish of Castle Donnington as a site for Public purposes (Intellectually Handicapped Training Centre). – (2005532).

DONALD – The temporary reservation by Order in Council of 22 November 1880 of an area of 16.19 hectares, more or less, of land being Crown Allotment 54A, Parish of Donald as a site for Public purposes. – (0607384).

KEELBUNDORA – The temporary reservation by Order in Council of 15 April 1975 of an area of 563 square metres of land being Crown Allotment 17B, Parish of Keelbundora as a site for Public Purposes (Social Welfare Department purposes). – (Rs 10023).

LINTON – The temporary reservation by Order in Council of 20 April 1914 of an area of 1.214 hectares, more or less, of land in Section A, Parish of Linton (formerly being part of Crown Allotment 32A) as a site for a Quarry. – (Rs 1358).

MOKOAN – The temporary reservation by Order in Council of 10 October 1887 of an area of 6.07 hectares, more or less, of land in the Parish of Mokoan (formerly being Crown Allotment 10E) as a site for Water Supply purposes. – (Rs 13208).

MOOROOLBARK – Crown Allotment 27C, Parish of Mooroolbark deemed to be temporarily reserved for recreational purposes under the **Land Act 1958** pursuant to section 23(f) of the **Youth, Sport and Recreation Act 1972** so far only as the portion containing 5119 square metres shown as Crown Allotment 2092, Parish of Mooroolbark on Original Plan No. 122243 lodged in the Central Plan Office. – (Rs 10841).

MUCKLEFORD – The temporary reservation by Order in Council of 9 April 1883 of an area of 19.64 hectares, more or less, of land in Section 8, Parish of Muckleford (formerly being part of Crown Allotment 45) as a site for Supply of Gravel. – (2004606).

MURCHISON – The temporary reservation by Order in Council of 5 June 1899 of an area of 25.56 hectares, more or less, of land in the Parish of Murchison as a site for a Quarry, in addition to and adjoining the site temporarily reserved therefor by Order in Council of 15 July 1895 revoked as to part by Order in Council of 15 November 1977 so far only as the portion containing a total of 12.148 hectares, more or less, being Crown Allotments 81A and 2001, Parish of Murchison as shown on Plan No. LEGL./05–126 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (Rs 5295).

MURCHISON NORTH – The temporary reservation by Order in Council of 18 March 1977 of an area of 2.022 hectares of land being Crown Allotment 81D, Parish of Murchison North as a site for Public Recreation. – (Rs 5458).

MURMUNGEE – The temporary reservation by Order in Council of 5 September 1899 of an area of 8094 square metres, more or less, of land in Section B, Parish of Murmungee as a site for a Quarry. – (Rs 2004974).

MURMUNGEE – The temporary reservation by Order in Council of 3 June 1879 of an area of 2.415 hectares, more or less, of land in Section 14, Parish of Murmungee (formerly in Section 11), as a site for Watering purposes. – (Rs 6736).

ORBOST – The temporary reservation by Order in Council of 23 March 2004 of an area of 2523 square metres of land being Crown Allotment 7B2, Section B, Parish of Orbost as a site for Public purposes (Public buildings). – (P341334).

SANDHURST – The temporary reservation by Order in Council of 12 February 1929 of an area of 2.25 hectares, more or less, of land in Section N, Parish of Sandhurst (formerly being Crown Allotment 52E) as a site for Supply of Gravel. – (Rs 3822).

SHEPPARTON – The temporary reservation by Order in Council of 9 December 1913 of an area of 3642 square metres of land being Crown Allotments 1 and 2, Section 28B, Township of Shepparton, Parish of Shepparton as a site for Water Supply purposes, revoked as to part by Order in Council of 27 August 1946 so far as the balance remaining containing 3237 square metres, more or less. – (Rs 5890).

TARNAGULLA – The temporary reservation by Order in Council of 11 September 1930 of an area of 8.10 hectares, more or less, of land in Section C, Parish of Tarnagulla as a site for Supply of Gravel. – (Rs 4039).

TARNAGULLA – The temporary reservation by Order in Council of 19 June 1940 of an area of 9.39 hectares, more or less, of land in Section C, Parish of Tarnagulla as a site for Supply of Gravel, in addition to and adjoining the site temporarily reserved therefor by Order in Council of 11 September 1930. – (Rs 4039).

WALMER – The temporary reservation by Order in Council of 26 October 1903 of an area of 8.094 hectares, more or less, of land in Section 6A, Parish of Walmer (formerly being part of Crown Allotment 8) as a site for a Quarry. – (Rs 11672).

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

Dated 30 August 2005

Responsible Minister  
ROB HULLS  
Minister for Planning

RUTH LEACH  
Clerk of the Executive Council

### Crown Land (Reserves) Act 1978

#### TEMPORARY RESERVATION OF CROWN LANDS

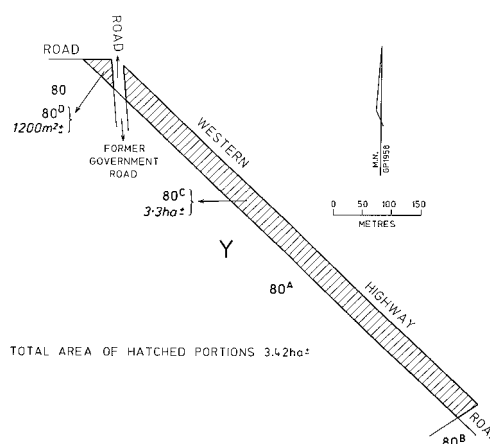
The Governor in Council under section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown lands which in his opinion are required for the purposes mentioned:–

#### MUNICIPAL DISTRICT OF THE ARARAT RURAL CITY COUNCIL

ARARAT – Public Recreation, 3.20 hectares being Crown Allotment 10A, Section 52, Township of Ararat, Parish of Ararat as shown on Certified Plan No. 118234 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (2014609).

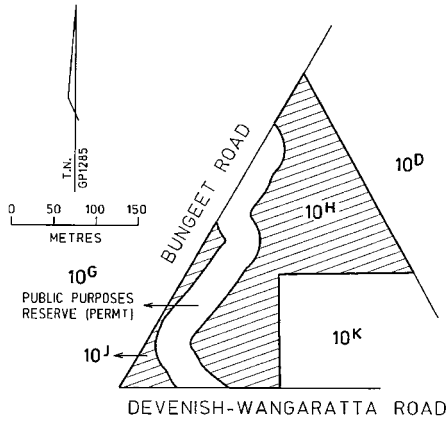
#### MUNICIPAL DISTRICT OF THE NORTHERN GRAMPPIANS SHIRE COUNCIL

MOKEPILLY – Conservation of an area of natural interest, total area 3.42 hectares, more or less, being Crown Allotments 80C and 80D, Section Y, Parish of Mokepilly as indicated by hatching on plan hereunder. (GP1958) – (02P023163).



**MUNICIPAL DISTRICT OF THE DELATITE SHIRE COUNCIL**

**MOKOAN** – Conservation of an area of natural interest, total area 4 hectares, more or less, being Crown Allotments 10H and 10J, Parish of Mokoan as indicated by hatching on plan hereunder. (GP1285) – (Rs 13208).



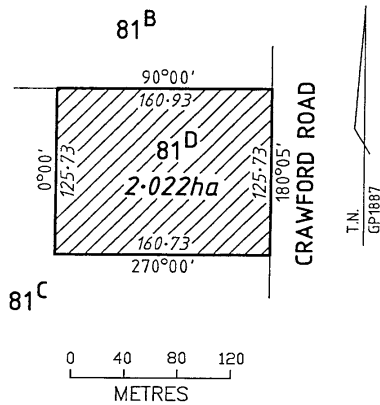
Total area of hatched portions 4ha±

**MUNICIPAL DISTRICT OF THE GREATER SHEPPARTON CITY COUNCIL**

**MURCHISON** – Conservation of an area of natural interest, 12 hectares, more or less, being Crown Allotment 81A, Parish of Murchison as shown on Plan No. LEGL./05-126 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (09L7-5728).

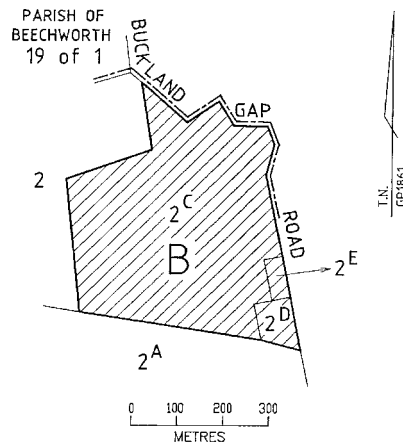
**MUNICIPAL DISTRICT OF THE GREATER SHEPPARTON CITY COUNCIL**

**MURCHISON NORTH** – Conservation of an area of natural beauty, 2.022 hectares, being Crown Allotment 81D, Parish of Murchison North as indicated by hatching on plan hereunder. (GP1887) – (Rs 5458).



**MUNICIPAL DISTRICT OF THE RURAL CITY OF WANGARATTA**

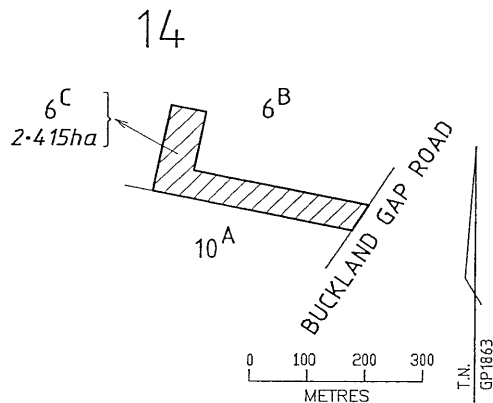
**MURMUNGEE** – Conservation of an area of natural interest, total area 19.4 hectares, more or less, being Crown Allotments 2C, 2D and 2E, Section B, Parish of Murrungee as indicated by hatching on plan hereunder. (GP1861) – (Rs 2004874).



Total area of hatched portions, C.A.'s 2C, 2D & 2E is 19.4ha±

**MUNICIPAL DISTRICT OF THE RURAL CITY OF WANGARATTA**

**MURMUNGEE** – Conservation of an area of natural interest, total area 2.415 hectares, being Crown Allotment 6C, Section 14, Parish of Murrungee as indicated by hatching on plan hereunder. (GP1863) – (Rs 2004874).



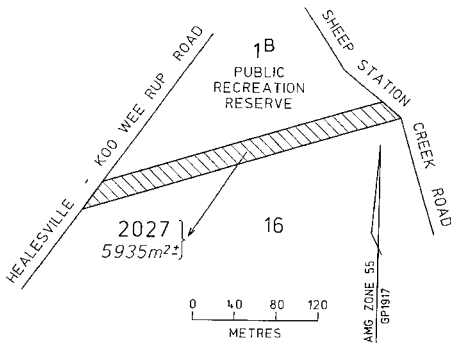
**MUNICIPAL DISTRICT OF THE CITY OF YARRA**

**NORTH FITZROY** – Public Recreation, 893 square metres being Crown Allotment 2003, At North Fitzroy, Parish of Jika Jika as shown on

Original Plan No. 122123 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (Rs 37073).

**MUNICIPAL DISTRICT OF THE SHIRE OF YARRA RANGES**

WOORI YALLOCK – Public Recreation, 5935 square metres, more or less, being Crown Allotment 2027, Parish of Woori Yallock as indicated by hatching on plan hereunder. (GP1917) – (Rs 1956).



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

Dated 30 August 2005  
 Responsible Minister  
**ROB HULLS**  
 Minister for Planning

**RUTH LEACH**  
 Clerk of the Executive Council

**Crown Land (Reserves) Act 1978  
 Interpretation of Legislation Act 1984  
 AMENDMENT OF  
 TEMPORARY RESERVATION –  
 PARISH OF NUNAWADING**

The Governor in Council under Section 4(1) of the **Crown Land (Reserves) Act 1978** and Section 27 of the **Interpretation of Legislation Act 1984** amends the Order in Council made on 12 July 1977 and published in the Government Gazette on 20 July 1977 page – 2417 of the temporary reservation of an area of 4332 square metres of land being Crown Allotment 22E, Parish of Nunawading, County of Bourke as a site for a Public Purposes (Municipal Depot) by deletion of the words “Public Purposes (Municipal Depot)” and the substitution therefor of the words “Public Park and Recreation”. – Rs 10351.

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

Dated 30 August 2005  
 Responsible Minister  
**ROB HULLS**  
 Minister for Planning

**RUTH LEACH**  
 Clerk of the Executive Council

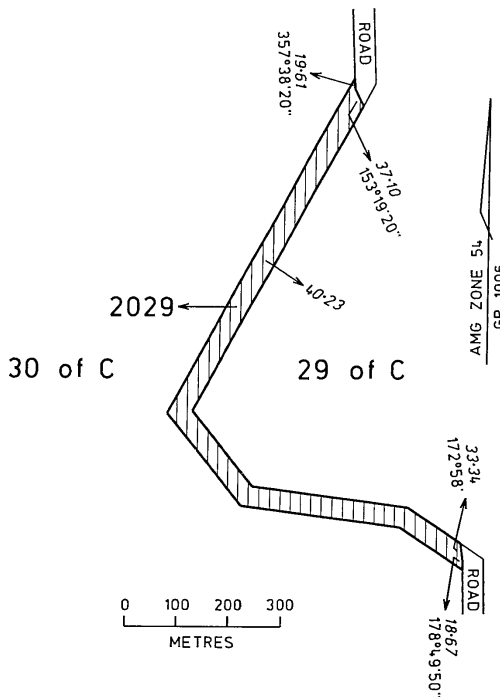
**Land Act 1958**

**CLOSURE OF UNUSED ROAD**

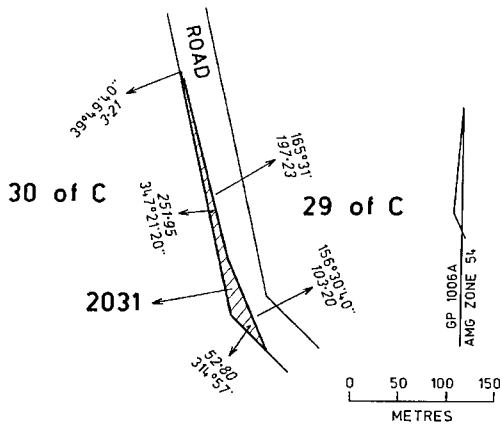
The Governor in Council under section 349 of the **Land Act 1958** and with the concurrence in writing of the municipality in which the road is situated closes the following unused road:

**MUNICIPAL DISTRICT OF THE MILDURA RURAL CITY COUNCIL**

MILDURA – The portions of road in the Parish of Mildura being Crown Allotment 2029 as indicated by hatching on plan GP1006 hereunder and Crown Allotment 2031 as indicated by hatching on plan GP1006A hereunder. (GP1006 & 1006A) – (012007787).







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

Dated 30 August 2005

Responsible Minister  
 ROB HULLS  
 Minister for Planning

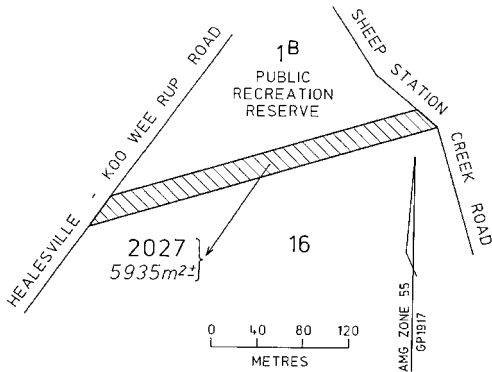
RUTH LEACH  
 Clerk of the Executive Council

**Land Act 1958**  
**CLOSURE OF UNUSED ROAD**

The Governor in Council under section 349 of the **Land Act 1958** and with the concurrence in writing of the municipality in which the road is situated and the owners of land adjoining the road closes the following unused road:

MUNICIPAL DISTRICT OF THE  
 SHIRE OF YARRA RANGES

WOORI YALLOCK – The road in the Parish of Woori Yallock being Crown Allotment 2027 as indicated by hatching on plan hereunder. (GP1917) – (Rs 1956).



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

Dated 30 August 2005

Responsible Minister  
 ROB HULLS  
 Minister for Planning

RUTH LEACH  
 Clerk of the Executive Council

**Crown Land (Reserves) Act 1978**  
**CROWN LAND**  
**TEMPORARILY RESERVED**

The Governor in Council under Section 4(1) of the **Crown Land (Reserves) Act 1978** temporarily reserves the following Crown land which in his opinion is required for the purpose mentioned:–

MUNICIPAL DISTRICT OF THE  
 MELBOURNE CITY COUNCIL

MELBOURNE – Public purposes, 3174 square metres, being Crown Allotment 2075, City of Melbourne, Parish of Melbourne North as shown on Original Plan No. 122272 lodged in the Central Plan Office of the Department of Sustainability and Environment. – (2002–01951).

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

Dated 30 August 2005

Responsible Minister  
 ROB HULLS  
 Minister for Planning

RUTH LEACH  
 Clerk of the Executive Council

**South Melbourne Land Act 1986**  
**CLOSURE OF ROAD**  
**Order in Council**

The Governor in Council under section 4(2) of the **South Melbourne Land Act 1986** closes the portions of the following road:

MUNICIPAL DISTRICT OF THE  
 MELBOURNE CITY COUNCIL

SOUTH MELBOURNE – The portions of road in the City of South Melbourne, Parish of Melbourne South being Crown Allotments 2052 to 2070 (both inclusive) as indicated by hatching

on plan No. LEGL./05-380 lodged in the Central Plan Office of the Department of Sustainability and Environment.

File No. 12L12/1758.

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

Dated 30 August 2005

Responsible Minister  
ROB HULLS  
Minister for Planning

RUTH LEACH  
Clerk of the Executive Council

#### **Land Act 1958**

#### **SALE OF CROWN LAND BY PRIVATE TREATY**

Order in Council

The Governor in Council, pursuant to sections 99A(1)(a) & 99A(2) of the **Land Act 1958**, approves the sale by private treaty of Crown Allotment 2012, Township of Ballarat East, Parish of Ballarat, located at the corner of Dunn, Grant and English Streets, Ballarat.

Dated 30 August 2005

Responsible Minister  
JOHN LENDERS MP  
Minister for Finance

RUTH LEACH  
Clerk of the Executive Council

#### **Land Act 1958**

#### **APPROVAL BY THE GOVERNOR IN COUNCIL TO THE SALE OF CROWN LAND BY PRIVATE TREATY**

Order in Council

The Governor in Council, pursuant to Sections 99A(1)(a) & 99A(2) of the **Land Act 1958**, approves the sale by private treaty of the Crown Land described in the attached schedule.

This Order is effective on the day it appears in the Government Gazette.

Dated 30 August 2005

Responsible Minister  
JOHN LENDERS MP  
Minister for Finance

RUTH LEACH  
Clerk of the Executive Council

#### **SCHEDULE No. 99A/07/05**

#### **PROPERTIES TO BE SOLD BY THE DEPARTMENT OF SUSTAINABILITY AND ENVIRONMENT**

**DESCRIPTION:** Allotment 2003  
Parish of Boosey

**MUNICIPALITY:** Moira Shire

**PROPERTY ADDRESS:** Murray Valley Highway,  
Cobram

**PURCHASER:** Country Fire Authority

**CONDITIONS:** Nil

#### **Project Development and Construction Management Act 1994**

#### **NOMINATION ORDER**

The Governor in Council under section 6 of the **Project Development and Construction Management Act 1994** ("the Act"), and on the recommendation of the Premier, declares the following development to be a project to which the Act applies:

- the Kew Residential Services Redevelopment Project

and in accordance with section 7 of the Act, specifies that:

- (a) the Minister for Community Services is to be responsible for the nominated project; and
- (b) the Secretary to the Department of Infrastructure, being a body corporate under section 35 of the Act, is to be the facilitating agency for the nominated project.

Dated 30 August 2005

Responsible Minister  
STEVE BRACKS  
Premier

RUTH LEACH  
Clerk of the Executive Council

#### **Project Development and Construction Management Act 1994**

#### **APPLICATION ORDER**

The Governor in Council under section 8 of the **Project Development and Construction Management Act 1994** ("the Act"), and on the recommendation of the Premier, declares in

respect of the Kew Residential Services Redevelopment Project (“the Project”), a nominated project under section 6 of the Act, that:

- a) The following provisions of Part 3 of the Act apply in relation to the Kew Residential Services Redevelopment; sections 14, 15, 16, 17, 18, 18A, 19, 20A–J, 21, 22, 23, 24 and 25.
- b) The following provisions of Part 3 of the Act apply to the Secretary to the Department of Infrastructure which is the facilitating agency for the Kew Residential Services Redevelopment Project; sections 14, 15, 16, 17, 18, 18A, 19, 20A–J, 21, 22, 23, 24 and 25.
- c) The following provisions of Part 3 of the Act apply to the responsible Minister; sections 19, 20A–J, 21, 22, 23 and 24.

Dated 30 August 2005

Responsible Minister  
STEVE BRACKS  
Premier

RUTH LEACH  
Clerk of the Executive Council

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**Shop Trading Reform Act 1996**  
SPECIAL EXEMPTIONS FROM  
EASTER SUNDAY CLOSING

Order in Council

The Governor in Council under section 5A of the **Shop Trading Reform Act 1996**, grants an exemption to the general requirement to be closed on Easter Sunday to all shops in the Town of Beechworth, within the municipality of the Shire of Indigo.

Under section 5A(4) of the Act this Order operates for a period of three years on Easter Sunday, that being 2006 to 2008 inclusive, with respect to the Town of Beechworth, within the municipality of the Shire of Indigo.

Dated 30 August 2005

Responsible Minister  
ANDRÉ HAERMEYER MP  
Minister for Small Business

RUTH LEACH  
Clerk of the Executive Council

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

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

102. *Statutory Rule:* Forests (Timber Promotion Council) (Revocation) Regulations 2005  
*Authorising Act:* Forests Act 1958  
*Date of making:* 30 August 2005
103. *Statutory Rule:* Fisheries (Recreational Abalone) Regulations 2005  
*Authorising Act:* Fisheries Act 1995  
*Date of making:* 30 August 2005
104. *Statutory Rule:* Magistrates' Court (Fees, Costs and Charges) (Amendment) Regulations 2005  
*Authorising Act:* Magistrates' Court Act 1989  
*Date of making:* 30 August 2005
105. *Statutory Rule:* Intellectually Disabled Persons' Services (Fees) Regulations 2005  
*Authorising Act:* Intellectually Disabled Persons' Services Act 1986  
*Date of making:* 30 August 2005

**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:

100. *Statutory Rule:* Children's Services (Fees) Regulations 2005  
*Authorising Act:* Children's Services Act 1996  
*Date first obtainable:* 1 September 2005  
*Code A*
101. *Statutory Rule:* Corrections (Police Gaols) Regulations 2005  
*Authorising Act:* Corrections Act 1986  
*Date first obtainable:* 1 September 2005  
*Code B*

**PRICING FOR SPECIAL GAZETTE,  
PERIODICAL GAZETTE AND  
VICTORIAN LEGISLATION**

Retail price varies according to the number of pages in each Victoria Government Special Gazette, Victoria Government Periodical Gazette and Victorian legislation. The table below sets out the prices that apply.

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