



Victoria Government Gazette

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GENERAL

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As from 11 January 2007

The last Special Gazette was No. 4 dated 10 January 2007.

The last Periodical Gazette was No. 2 dated 27 October 2006.

How To Submit Copy

- See our webpage www.craftpress.com.au
 - or contact our office on 9642 5808
between 8.30 am and 5.30 pm Monday to Friday
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Copies of recent Special Gazettes can now be viewed at the following display cabinet:

- 1 Treasury Place, Melbourne (behind the Old Treasury Building)
-

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:

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JENNY NOAKES
Government Gazette Officer

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
AUSTRALIA DAY WEEK (Thursday 25 January 2007)**

Please Note:

The Victoria Government Gazette for Australia Day week (G4/07) will be published on **Thursday 25 January 2007**.

Copy deadlines:

Private Advertisements **9.30 am on Monday 22 January 2007**

Government and Outer
Budget Sector Agencies Notices **9.30 am on Tuesday 23 January 2007**

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

JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS**DISSOLUTION OF PARTNERSHIP**

Cygnus Higgins Shaw/CHS Australia

Take notice that the partnership which has previously existed between the Jim Higgins Family Trust, the Manja Shaw Family Trust and the Graeme Lembcke Family Trust operating via the partnership's nominee, Cygnus Higgins Shaw Pty Ltd (ACN 106 964 747) and trading variously as Cygnus Higgins Shaw and CHS Australia, was dissolved on 8 December 2006 by the acquisition by the other partners of the partnership interest held by the Graeme Lembcke Family Trust.

A partnership between the Jim Higgins Family Trust and the Manja Shaw Family Trust operating via the partnership's nominee, Cygnus Higgins Shaw Pty Ltd (ACN 106 964 747) and trading under the name of Cygnus Higgins Shaw and CHS Australia has continued to conduct the business of the new partnership as from that date.

MOORES LEGAL

9 Prospect Street, Box Hill, Victoria 3128.

Re: BERYL SABINA MARY GREEN, late of The Homestead, 1495 Bellarine Highway, Wallington, Victoria, widow, deceased.

Creditors, next-of-kin, and others having claims in respect of the estate of the deceased, who died on 30 August 2006, are required by the trustee, Trust Company Limited ACN 004 027 749 of 151 Rathdowne Street, Carlton South, Victoria, to send particulars to the trustee by 13 March 2007, 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, solicitor,

Level 30, 600 Bourke Street, Melbourne 3000.

Re: JOYCE MORRIS, late of Room West 31B, Amity at Croydon, 124 Maroondah Highway, Croydon, Victoria, widow, deceased.

Creditors, next-of-kin, and others having claims in respect of the estate of the deceased, who died on 6 October 2006, are required by the trustee, Trust Company of Australia Limited ABN 59 004 027 749 of 151 Rathdowne Street, Carlton South, Victoria, to send particulars to the trustee by 13 March 2007, 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, solicitor,

Level 30, 600 Bourke Street, Melbourne 3000.

KARI JOHN NISKANEN, late of 5 Caithness Crescent, Corio, Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 16 October 2006, are required by the executor, ANZ Executors & Trustee Company Limited (ACN 006 132 332) of 100 Queen Street, Melbourne, Victoria, to send particulars to it by 11 March 2007, 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.

Re: MAUREEN MARY WOODS, late of Parkhill Gardens, 160 Tyabb Road, Mornington, but formerly of 1/15 Brent Street, Mornington, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 October 2006, are required by the trustee, Francis Domenico Vino, to send particulars of such claims to him care of the undermentioned solicitors by 13 March 2007, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

ROBERTS BECKWITH PARTNERS, lawyers,
16 Blamey Place, Mornington 3931.

GORDON FRANCIS CORRIE, late of 2/15A Darren Avenue, Bundoora, retired metal polisher, deceased. Creditors, next of kin, and others having claims in respect of the estate of the deceased, who died on 23 November 2005, are required by the executor, Trevor John Corrie, to send particulars to him care of his solicitor (details below) by 11 April 2007, after which date the executor may convey or distribute the assets, having regard only to the claims of which they then have notice.

ROSEMARIE RYAN, lawyers,
Level 4, 360 Little Bourke Street,
Melbourne 3000.

FREDERICK JAMES HAMMOND, late of Domain By The Bay, 185 Racecourse Road, Mount Martha, Victoria, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 October 2006, are required by the executors, John Frederick Hammond and Michael John Hammond, to send particulars to them c/- Stidston & Williams Weblaw, 1/10 Blamey Place, Mornington by 17 March 2007, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

WILLIAM JOSEPH HARRISON, late of Unit 1, 3 Johns Road, Mornington, Victoria, deceased. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 October 2006, are required by the executrix, Suzanne Veronica Smithson, to send particulars to her c/- Stidston & Williams Weblaw, 1/10 Blamey Place, Mornington by 17 March 2007, after which date the executrix may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

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

On Wednesday 7 February 2007 at 2.30 p.m. at the Sheriff's Office, 8–20 King Street, Oakleigh (unless process be stayed or satisfied).

All the estate and interest (if any) of Andrew Lucas of 44 Donalds Road, Woodend, as shown on Certificate of Title as Andrew Mark Lucas, proprietor of an estate in fee simple as to 1 of a total of 3 equal undivided shares registered as Tenants in Common with proprietors Suzanne Michelle Lucas as to 1 of a total of 3 equal undivided shares and Susan Patrica Stephenson as to 1 of a total of 3 equal undivided shares and being the land described on Certificate of Title Volume 8863, Folio 435, upon which is erected a house known as 44 Donalds Road, Woodend.

Registered Mortgage No. AC339377V, Caveat Nos. AC807550B and AD153022M affect the said estate and interest.

Terms – Cash/Eftpos, Bank Cheque or Solicitors Trust Account Cheque
(Debit Card only. No Credit Cards)
GST plus 10% on fall of hammer price
SW-06-005404-3

Dated 4 January 2007

M. TREWIN
Sheriff's Office
Ph: 9564 5137

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

On Thursday 8 February 2007 at 11.00 a.m. at the Sheriff's Office, corner of Little Malop & Fenwick Streets, Geelong (unless process be stayed or satisfied).

All the estate and interest (if any) of Jeff Hogan t/as Jeff Hogan Transport of 11 Paulson Street, Corio, as shown on Certificate of Title as Jeffrey Russell Hogan, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 9152, Folio 720 upon which is erected a house known as 11 Paulson Street, Corio.

Registered Mortgage No. AD338741X affects the said estate and interest.

The property can be located by travelling South along the Princes Highway toward the township of Corio, turn west off the Highway onto Purnell Road, and south at the roundabout onto Princess Road. Turn west onto Goldsworthy Road and north onto Payley Drive. The property is the first street on the right and known as 11 Paulson Street, Corio.

Refer RACV Vicroads Country, Edition 5, Map 431 H8.

Terms – Cash/Bank Cheque or Solicitors Trust Account Cheque only

GST plus 10% on fall of hammer price

SW-06-008446-9

Dated 4 January 2007

M. TREWIN
Sheriff's Office
Ph: 9564 5137

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

On Friday 9 February 2007 at 11.00 a.m. at the Sheriff's Office, c/- Court House, Bridge Street, Korrumburra (unless process be stayed or satisfied).

All the estate and interest (if any) of Suzanne Maree Kiley of Lot 30, Stanley Road, Grantville, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10667, Folio 672, which is vacant land known as Lot 29, Stanley Road, Grantville.

The property can be located by travelling south-east along the South Gippsland Highway and turning south off the Highway onto Bass Highway. Travel along Bass Highway and turn left onto Stanley Road, the property is situated and known as Lot 29, Stanley Road, Grantville.

Refer RACV Vicroads Country, edition 5, Map 96 A8.

Terms – Cash/Bank Cheque or Solicitors Trust Account Cheque only

GST plus 10% on fall of hammer price

SW-06-005405-4

Dated 4 January 2007

M. TREWIN
Sheriff's Office
Ph: 9564 5137

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

On Tuesday 6 February 2007 at 11.00 a.m. at the Sheriff's Office, 3/148 Welsford Street, Shepparton (unless process be stayed or satisfied).

All the estate and interest (if any) of Sandy McGaw of 2 Murray Street, Nagambie, as shown on Certificate of Title as Sandy Edna McGaw, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 9867, Folio 760, upon which is erected a dwelling known as 2 Murray Street, Nagambie.

Registered Mortgage No. AE398668H, Covenant in Instrument No. P955413H and Caveat No. AC385235G affect the said estate and interest.

The property can be located by travelling north along the Hume Highway and north into Goulburn Valley Highway toward the township of Nagambie. Turning right into Goulburn Street and a further right into Murray Street, where the property is situated at 2 Murray Street, Nagambie.

Refer RACV Vicroads Country, Edition No. 5, Map 276 K4.

Terms – Cash/Bank Cheque or Solicitors Trust Account Cheque only

GST plus 10% on fall of hammer price

SW-06-004998-4

Dated 4 January 2007

M. TREWIN
Sheriff's Office
Ph: 9564 5137

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

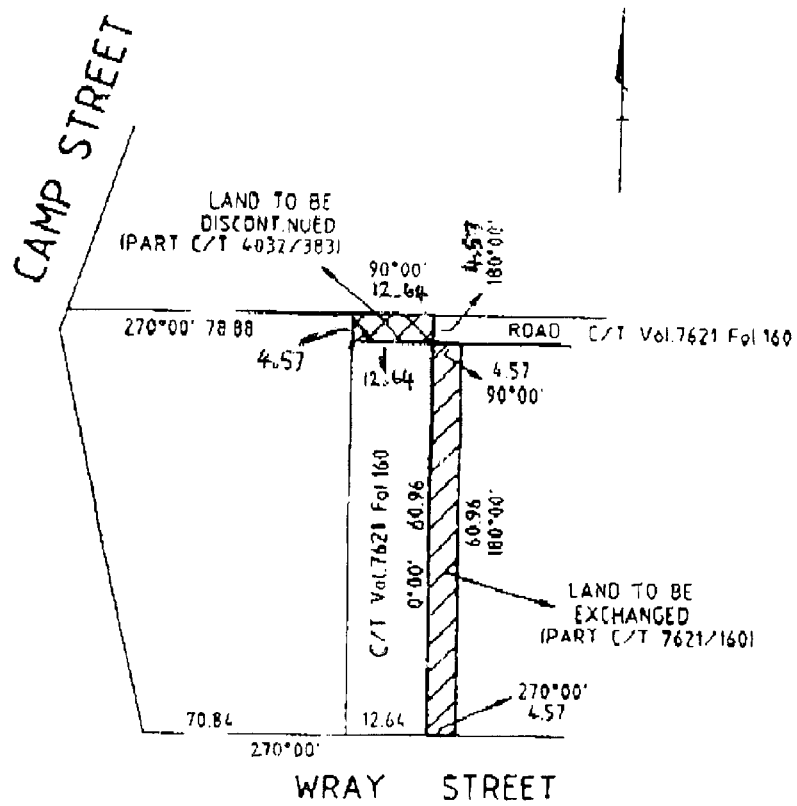
SURF COAST SHIRE COUNCIL

Erratum

Road Discontinuance

Exchange of Land

Notice is hereby given that the plan published on Page 1097 of the Victoria Government Gazette dated 25 May 2000 is incorrect. The plan below supersedes the plan previously gazetted.

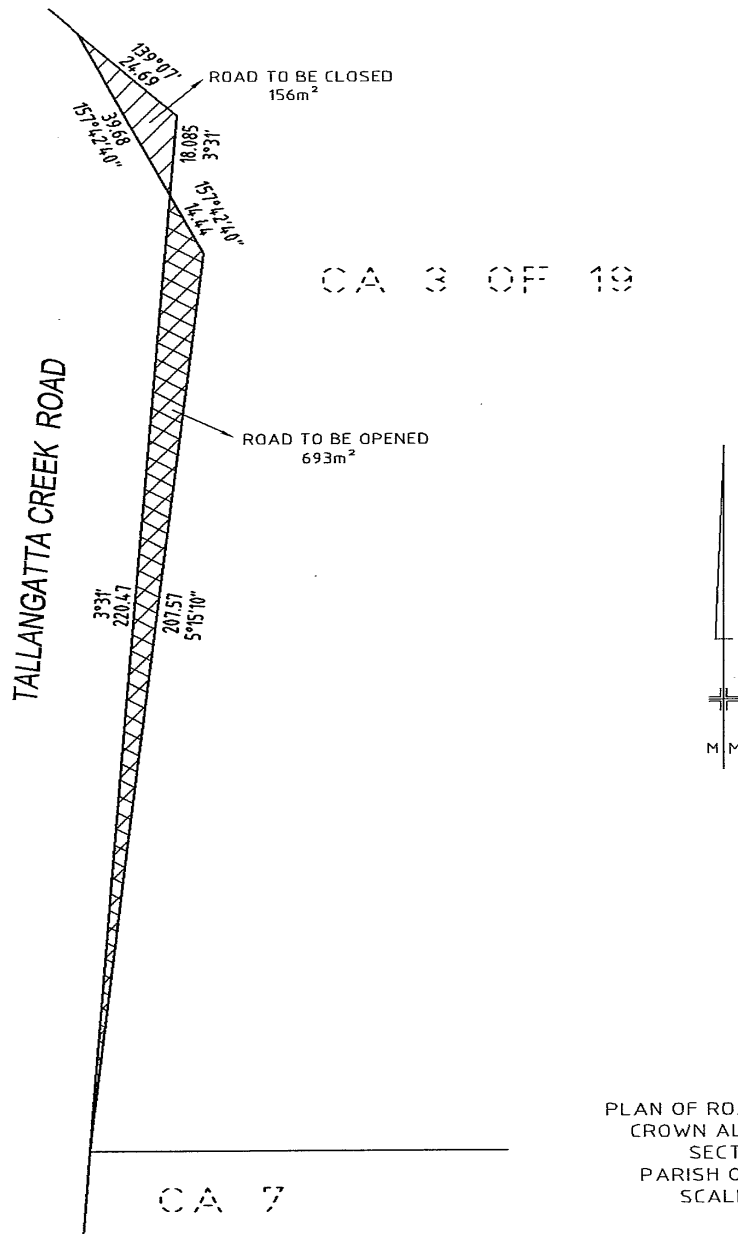


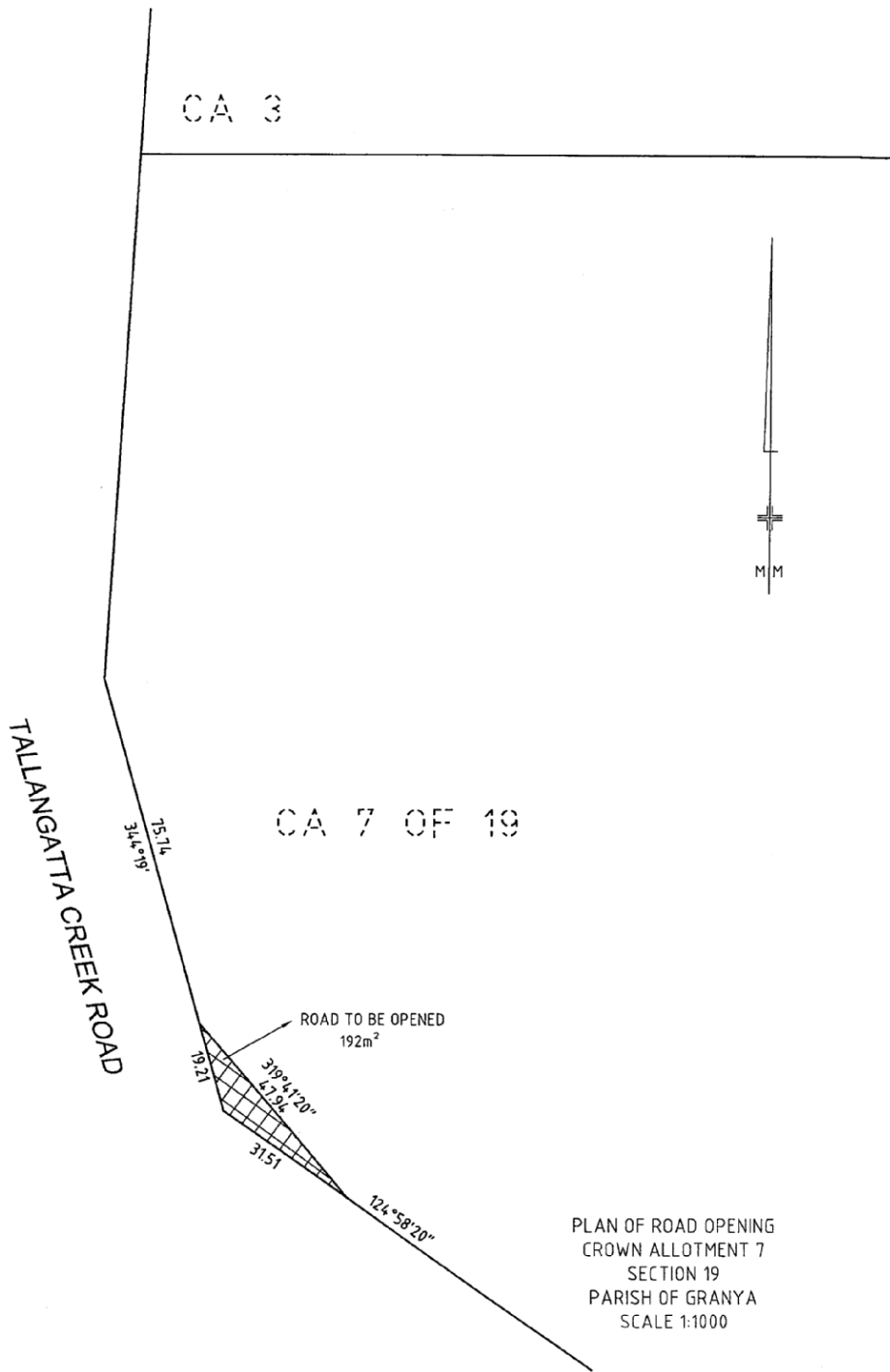
PETER BOLLEN
Chief Executive Officer

TOWONG SHIRE COUNCIL

Notice of Road Deviation – Tallangatta Creek Road

Council at its meeting of Monday 4 December 2006 resolved pursuant to the provisions of Section 206 and Clause 2(2) of the **Local Government Act 1989** to deviate that section of Tallangatta Creek Road shown hatched on the plan below onto the area shown in cross hatching to enable road reconstruction works to proceed.





DAVID LAUGHER
Chief Executive Officer



Order to Declare Part of Monterey
Community Reserve as a Designated
Free Roam Area for Dogs

Notice is hereby given of an Order made by Frankston City Council, by resolution at its meeting on 18 December 2006, in accordance with the provisions of the **Domestic (Feral and Nuisance) Animals Act 1994**, determining that part of Monterey Community Park – lower north west corner fronting Lehmann Crescent, Frankston North, be a designated free roam area.

Owner's Obligation

A dog may be exercised off a chain, cord or leash in the designated free roam area, if the owner:

- carries a chain, cord or leash sufficient to bring the dog under control, if the dog behaves in a manner which threatens any person or other animal;
- remains in effective voice or hand control of the dog as to be able to promptly bring the dog under effective control by placing the dog on a cord, chain or leash if that becomes necessary; and
- does not allow the dog to chase or threaten any person or animal.

An owner may allow a dog to enter other parts of the Park, except the BBQ/playground area, provided it is on a chain, cord or leash. A dog must not be permitted to enter or remain in the BBQ/playground area at any time.

Dogs' actions are always the responsibility of the owners.

In this Order:

“Owner” has the same meaning as in the **Domestic (Feral and Nuisance) Animals Act 1994**; and

“Designated Free Roam Area” is the area designated by signage.

STEVE GAWLER
Chief Executive Officer

HEPBURN SHIRE COUNCIL

Local Law No. 1: Meeting Procedures

Notice is hereby given that the Hepburn Shire Council at its Ordinary Meeting held on 19 December 2006, made Local Law No. 1: Meeting Procedures.

The purpose and general purport of the Local Law is to:

- a) provide for the peace, order and good government of the municipal district of the Hepburn Shire Council;
- b) provide for the orderly proceedings of Council meetings and special committees of the Council;
- c) provide for the regulation and control of the use of the Council's seal.

A copy of the proposed Local Law can be inspected at the Daylesford Town Hall municipal office, 76 Vincent Street, Daylesford.

VICTOR SZWED
Chief Executive Officer



Hindmarsh Local Law

Notice is given pursuant to Section 119 of the **Local Government Act 1989** (as amended) that the Hindmarsh Shire Council at its Meeting held on 20 December 2006 has resolved that the Hindmarsh Local Law, with Amendment, be adopted.

Details of the Amendment to Hindmarsh Local Law are as follows:

Clause 940 which currently reads:

Unless otherwise authorised, a person must not consume, possess or have under his or her control any liquor between the hours and within the areas designated by Council;

Is amended to read:

Unless otherwise authorised, a person must not consume, possess or have under his or her control any open containers of alcohol except in the areas and between the hours designated by Council.

A copy of the Hindmarsh Local Law can be obtained from the Council Offices, 92 Nelson Street, Nhill, or customer service centres at Dimboola, Jeparit and Rainbow.

JOHN HICKS
Chief Executive Officer



Planning and Environment Act 1987
CORRIGENDUM
BASS COAST PLANNING SCHEME
 Amendment C64

In Government Gazette No. G1, dated 4 January 2007 on page 8 and 9, under the Notice headed "Bass Coast Planning Scheme, Amendment C64, Introduction of Heritage Overlays" there should be an addition at the end of the Notice to read:

"The closing date for all submissions is Monday 5 March 2007. Submissions should be sent to: Strategic Planning Department, Bass Coast Shire Council, PO Box 118, Wonthaggi, Victoria 3995."

RICHARD PERRY
 Acting Chief Executive Officer
 Bass Coast Shire Council

Planning and Environment Act 1987
CENTRAL GOLDFIELDS
PLANNING SCHEME
 Notice of Preparation of Amendment
 Amendment C10
 Authorisation A463

The Central Goldfields Shire Council has prepared Amendment C10 to the Central Goldfields Planning Scheme.

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

The land affected by the Amendment is the former Maryborough Flour Mills site, 38 Albert Street, Maryborough.

The Amendment proposes to rezone the land from an Industrial 1 Zone to a Business 5 Zone and apply the Environmental Audit Overlay on the site.

You may inspect the Amendment, any documents that support the Amendment, and the explanatory report about the Amendment at the

following locations: Department of Sustainability and Environment, Planning Information Centre, Ground Floor, 8 Nicholson Street, East Melbourne, Victoria 3002; Department of Sustainability and Environment, North West Regional Office, corner of Midland Highway and Taylor Street, Bendigo, Victoria, phone (03) 5430 4444; Central Goldfields Shire Council, 2 Neill Street, Maryborough, Victoria 3465, phone (03) 5461 0610.

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 12 February 2007. A submission must be sent to the Central Goldfields Shire Council, 2 Neill Street, Maryborough, Victoria 3465.

Planning and Environment Act 1987
SURF COAST PLANNING SCHEME
 Amendment C33
 (Authorisation No A0482)

Planning Permit Application 06/0204

Notice of the Preparation of an Amendment to a Planning Scheme and Notice of an Application for Planning Permit given under S96C of the **Planning and Environment Act 1987**.

The land affected by the planning application is bounded by Grossmans Road, Coombes Road, Ghazepore Road, and Anglesea Road, Torquay, and is known as Lot 3 on PS532430G.

The land affected by the Amendment is the land in the south-east corner of the above parcel and is known as 460 Grossmans Road, Torquay.

The Amendment proposes to:

- rezone the approximately 21 ha of the land from Farming Zone (FZ) to Low Density Residential Zone (LDRZ);
- apply an Environmental Audit Overlay over part of the land;
- modify clause 21.09 Rural Residential Strategy in the Local Planning Policy Framework to reflect the new zone and strategic intent for the land; and

- modify the Torquay Jan Juc Framework Plan in clause 21.10 of the Local Planning Policy Framework to reflect the revised strategic status of the land.

The application is for a permit to:

- subdivide the land into two lots;
- use the land for the purpose of a retirement village;
- construct and carry out buildings and works associated with the development of a 283 unit retirement village and associated community and recreational facilities;
- remove native vegetation.

The person who requested the Amendment and the applicant for the permit is Geelong Town Planning Services Pty Ltd on behalf of Casey Consulting Pty Ltd.

You may inspect the Amendment, the application, any documents that support the Amendment and application; and the explanatory report about the Amendment at the following places: the Surf Coast Shire Council, 25 Grossmans Road, Torquay; the Department of Sustainability and Environment, South West Regional Office, Level 4, State Government Offices, corner of Little Malop Street and Fenwick Streets, Geelong; 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 or by the granting of the permit may make a submission to the planning authority. The closing date for submissions is 12 February 2007. Submissions must be sent to the Strategic Planning Co-ordinator, Surf Coast Shire, PO Box 350, Torquay, Victoria 3228.

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 8 March 2007, 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.

BONE, Theresa Mary, late of 11 Childers Street, Mentone, Victoria 3194, home duties and who died on 26 September 2006.

COTTER, Henry Thomas, formerly of Flat 30/322 Orrong Road, Caulfield North, Victoria 3161, but late of Good Shepherd Aged Services, 2 Clarke Street, Abbotsford, Victoria 3067, pensioner and who died on 15 September 2006.

HENDERSON, James, late of Sunraysia Private Nursing Home, 253 Tenth Street, Mildura, Victoria 3500, pensioner and who died on 27 July 2006.

NEAFSEY, Gladys Lilian, late of 7 Yorkshire Street, Pascoe Vale, Victoria 3044, retired and who died on 13 June 2006.

PALMER, Mildred Jean, formerly of 5 Happy Valley Road, Blairgowrie, Victoria 3942, but late of Lilley Lodge, 9 Brown Street, Bendigo, Victoria 3550, pensioner and who died on 2 December 2006.

PLONES, Gerard Hubertus, late of 93 Wanda Street, Mulgrave, Victoria 3170, retired and who died on 29 October 2006.

RATNAYEKE, Sathruka Aravinda, 16 Leah Court, Rowville, Victoria 3178, who died on 18 October 2005.

TIPTON, Doris Lillian, formerly of 2 Reilly Court, Croydon, Victoria 3136, but late of Macpherson Smith Nursing Home, 37 Sloane Street, Stawell, Victoria 3880, pensioner and who died on 27 September 2006.

Dated 28 December 2006

MARY AMERENA
Manager

Executor and Trustee Services

EXEMPTION

Application No. A355/2006

The Victorian Civil and Administrative Tribunal (the Tribunal) has considered an application, pursuant to Section 83 of the **Equal Opportunity Act 1995** (the Act), by the University of Melbourne (the applicant). The application for exemption is to enable the applicant to advertise for and employ a person of an Indigenous Australian background as Aboriginal Mental Health First Aid Co-ordinator within ORYGEN Research Centre, Department of Psychiatry, Faculty of Medicine, Dentistry and Health Sciences.

Upon reading the material submitted in support of the application, including the affidavit of Ann Lesley Francis, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ a person of an Indigenous Australian background as Aboriginal Mental Health First Aid Co-ordinator within ORYGEN Research Centre, Department of Psychiatry, Faculty of Medicine, Dentistry and Health Sciences.

In granting this exemption the Tribunal noted:

- The applicant's strategic plan affirms a commitment to cultural diversity.
- The applicant's Indigenous Employment Strategy builds further on the University's commitment to addressing Indigenous disadvantage with objectives identified and measured through the achievement of the following:
 - recognition of the University as an employer of choice for Indigenous Australians;
 - an increase in the number and support for the development of Academic and Professional Indigenous staff across all areas of the University; and
 - a twofold increase in the number of Indigenous Staff in the five year period 2004–2009.
- The person appointed will be a member of the Mental Health First Aid (MHFA) Team within the ORYGEN Research Centre. The MHFA Team has received a Rowan Nicks Russell Drysdale Fellowship from the Faculty of Medicine at the University of Sydney to employ an Indigenous Co-ordinator/Educator to join the existing team. The fellowship funding has been allocated on the basis that the person appointed is an Aboriginal or Torres Strait Islander.
- The Aboriginal Mental Health First Aid Coordinator will be responsible for educating and training Aboriginal and Torres Strait Islander people as Mental Health First Aid Instructors. In addition, the person appointed will act as the Indigenous specialist for the Team.

- For these reasons it is crucial that the person appointed possesses the knowledge required to facilitate cultural safety by ensuring that all teaching materials and practices are of a culturally appropriate manner.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ a person of an Indigenous Australian background as Aboriginal Mental Health First Aid Co-ordinator within ORYGEN Research Centre, Department of Psychiatry, Faculty of Medicine, Dentistry and Health Sciences.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 11 January 2010.

Dated 2 January 2007

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A370/2006

The Victorian Civil and Administrative Tribunal (the Tribunal) has considered an application, pursuant to Section 83 of the **Equal Opportunity Act 1995** (the Act), by the Centre for Multicultural Youth Issues (CMYI) (the applicant). The application for exemption is to enable the applicant to advertise for and employ a person under 25 years of age and from a culturally and linguistically diverse background as a project co-ordinator.

Upon reading the material submitted in support of the application, including the affidavit of Leanne McGaw, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ a person under 25 years of age and from a culturally and linguistically diverse background as a project co-ordinator.

In granting this exemption the Tribunal noted:

- CMYI in partnership with the Young People's Legal Rights Centre has been funded to undertake a project with young people from culturally and linguistically diverse (CALD) backgrounds.

- CALD young people often face barriers in accessing some employment opportunities as they may lack some resources, education or networks that make them competitive candidates.
- The applicant is committed to building partnerships between CALD young people and their communities to enhance life opportunities.
- The position will provide an opportunity for a young person to gain work experience and professional development with training and support.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ a person under 25 years of age and from a culturally and linguistically diverse background as a project co-ordinator.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 11 January 2010.

Dated 2 January 2007

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A366/2006

The Victorian Civil and Administrative Tribunal (the Tribunal) has considered an application, pursuant to Section 83 of the **Equal Opportunity Act 1995** (the Act), by Wangaratta High School (the applicant). The application for exemption is to enable the applicant to advertise for and employ 2 male integration aides.

Upon reading the material submitted in support of the application, including the affidavit of Lynita Taylor, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ 2 male integration aides.

In granting this exemption the Tribunal noted:

- Due to a merger with Ovens College in 2007 the applicant will have 2 male students joining the school. Both students have disability impairments which necessitate the need to have an aide toilet them.

- The parents of both students have requested a male aide.
- The provision of male aides in these circumstances provides a supportive and appropriate environment for the student.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ 2 male integration aides.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 11 January 2010.

Dated 2 January 2007

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A367/2006

The Victorian Civil and Administrative Tribunal (the Tribunal) has considered an application, pursuant to Section 83 of the **Equal Opportunity Act 1995** (the Act), by Kangan Batman Institute of TAFE (the applicant). The application for exemption is to enable the applicant to advertise for and employ a female Aboriginal and Torres Strait Islander for the position of Koori Liaison Officer.

Upon reading the material submitted in support of the application, including the affidavit of Geoff Mackay, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ a female Aboriginal and Torres Strait Islander for the position of Koori Liaison Officer.

In granting this exemption the Tribunal noted:

- The Koori Programs Unit of Kangan Batman Institute of TAFE was established in 1994 as a result of training and education demands of the growing Koori population in the north-west suburbs of Melbourne. The unit is highly regarded throughout the local community and is recognised at a State level for its development and delivery of innovative and responsive quality programs, its strong ties to the local Koori community,

support services to students and strong commitment to addressing the entrenched barriers to access, participation and successful outcomes for Koori students.

- The Unit has experienced significant growth in demand for programs for students who are considered to be at risk i.e. young indigenous males and females and in particular young women located within correctional institutions.
- The person appointed to the position is:
 - (i) to provide a range of quality student support services according to the learning context and diverse needs of groups and individual students in order to enhance successful participation and positive outcomes for Indigenous women students;
 - (ii) to assist with the implementation of the Training Pathway for Indigenous People in Custody across the State in order to encourage direction and a positive outlook for women prisoners in education and training programs while in custody and upon return to their community;
 - (iii) to be responsible for providing and/arranging a combination of cultural, personal, administrative and academic support services for Indigenous students enrolled at the Koori Programs Unit and various campuses and other Correctional campuses across the State; and
 - (iv) to take a leading role in initiating strategies that focus on improving pathways, removing barriers and using inclusive practices to improve access, participation and course outcomes for a diverse range of women students in a variety of learning contexts.
- It is essential that the person appointed be aware of and knowledgeable about cultural issues specific to Indigenous women particularly in correctional institutions.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ a female Aboriginal and Torres Strait Islander for the position of Koori Liaison Officer.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 11 January 2010.

Dated 2 January 2007

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A1/2007

The Victorian Civil and Administrative Tribunal (the Tribunal) has considered an application, pursuant to Section 83 of the **Equal Opportunity Act 1995** (the Act), by Women's Health in the North Inc (the applicant). The application for exemption is to enable the applicant to engage in the exempt conduct.

Upon reading the material submitted in support of the application, including the affidavit of Kathleen Walsh, the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 59 and 60 of the Act to enable the applicant to engage in the exempt conduct.

In this exemption "exempt conduct" means

- to restrict individual membership of the Women's Health Association of Victoria to women only;
- to require that organisations that are members of the Women's Health Association of Victoria be represented at meetings (whether they come to attend, speak or vote) by women only.

In granting this exemption the Tribunal noted that the Tribunal has made exemptions including exemption from the exempt conduct on two previous occasions, the last exemption having expired on 31 July 2006.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 59 and 60 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 11 January 2010.

Dated 5 January 2007

Mrs A. COGHLAN
Deputy President

EXEMPTION

Application No. A11/2007

The Victorian Civil and Administrative Tribunal (the Tribunal) has considered an application, pursuant to Section 83 of the **Equal Opportunity Act 1995**, by A.Q.A. Qualcare, a division of A.Q.A. Victoria Ltd for exemption from Sections 13, 100 and 195 of that Act. The application for exemption is to enable the applicant to advertise for and employ a male attendant carer or female attendant carer as the need arises.

Upon reading the material submitted in support of the application the Tribunal is satisfied that it is appropriate to grant an exemption from Sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ a male attendant carer or female attendant carer as the need arises.

In granting this exemption, the Tribunal noted:

- The applicant is a service provider of attendant care to people who are quadriplegic and similar physical disabilities.
- The attendants work in the client's home and their work often includes providing intimate support during bladder and bowel actions and in areas of general hygiene.
- The majority of clients indicate they have a gender preference when seeking to employ attendants.
- The applicant has previously been granted an exemption for this conduct which expires on 7 January 2007.

The Tribunal hereby grants an exemption to the applicant from the operation of Sections 13, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to advertise for and employ a male attendant carer or female attendant carer as the need arises.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 10 January 2010.

Dated 5 January 2007

Mrs A. COGHLAN
Deputy President

Aboriginal Lands Act 1970

SUB-SECTION 23B(6)

Whereas in accordance with provisions of sub-section 23B(6) of the **Aboriginal Lands Act 1970**, the Minister for Aboriginal Affairs may appoint a person to be an Administrator of the Lake Tyers Aboriginal Trust;

I, Gavin Jennings, Minister for Aboriginal Affairs, hereby appoint the following person to be an Administrator of the Lake Tyers Aboriginal Trust. This appointment applies for a period of twelve months, unless revoked sooner, from 7 January 2007 to 6 January 2008.

Mr Simon Wallace-Smith
Deloitte Touché Tohmatsu
180 Lonsdale Street
Melbourne 3000

Dated 3 January 2007

GAVIN JENNINGS
Minister for Aboriginal Affairs

**Agricultural and Veterinary Chemicals
(Control of Use) Act 1992**APPOINTMENT OF
AUTHORISED OFFICERS

I, Alison Margaret Lee, A/Manager Animal Standards in the Department of Primary Industries, pursuant to the powers, duties and functions given to me by a delegation under section 74 of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992** and of my respective powers to appoint authorised officers under section 53 of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992**, hereby appoint the following persons employed in the Public Service, as authorised officers for the purposes of all of the provisions of the **Agricultural and Veterinary Chemicals (Control of Use) Act 1992** and any Regulation or Order made under this Act. These appointments remain in force until revoked or until 30 June 2009.

Name of person

Neil Charles Harrison
Jessica Louise Hartland
Dated 28 December 2006

ALISON MARGARET LEE
A/Manager Animal Standards

Livestock Disease Control Act 1994

APPOINTMENT OF INSPECTORS

I, Alison Margaret Lee, A/Manager Animal Standards in the Department of Primary Industries, pursuant to the powers, duties and functions given to me by a delegation under section 103 of the **Livestock Disease Control Act 1994** and of my respective powers to appoint inspectors under section 108 of the **Livestock Disease Control Act 1994**, hereby appoint the following persons, who hold positions under the provisions of the **Public Administration Act 2004**, as inspectors for the purposes of all of the provisions of the **Livestock Disease Control Act 1994** and in respect of all livestock. These appointments remain in force until revoked or until 30 June 2009.

Name of person

Neil Charles Harrison

Jessica Louise Hartland

Dated 28 December 2006

ALISON MARGARET LEE
A/Manager Animal Standards

Prevention of Cruelty to Animals Act 1986

APPROVAL OF INSPECTORS

I, Peter John Bailey, Executive Director Biosecurity Victoria in the Department of Primary Industries, pursuant to the powers, duties and functions given to me by a delegation under section 38 of the **Prevention of Cruelty to Animals Act 1986** and of my respective powers to approve inspectors under section 18 of the **Prevention of Cruelty to Animals Act 1986**, hereby approve the following persons, who are inspectors of livestock under the provisions of the **Livestock Disease Control Act 1994**, as inspectors for the purposes of Part 2 of the **Prevention of Cruelty to Animals Act 1986**. These approvals remain in force until revoked or until 30 June 2009.

Name of person

Neil Charles Harrison

Jessica Louise Hartland

Dated 28 December 2006

PETER JOHN BAILEY
Executive Director
Biosecurity Victoria

Children's Services Act 1996

NOTICE OF EXEMPTION

Under Section 6 of the **Children's Services Act 1996** ('the Act'), the Minister for Children hereby declares that Kaniva Children's Service Licence Number ID 10242 ('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. Whenever children are being cared for or educated by the service, the number of staff members as set out in regulation 24 are caring for or educating the children;
2. No more than one nominated staff member is employed in place of qualified staff; and
3. The nominated staff members are undertaking courses to attain a post-secondary early childhood qualification recognised under regulation 25.

This exemption remains in force until 31 October 2007.

Dated 4 January 2007

GAVIN JENNINGS MLC
Acting Minister for Children

Children's Services Act 1996

NOTICE OF EXEMPTION

Under Section 6 of the **Children's Services Act 1996** ('the Act'), the Minister for Children hereby declares that Warracknabeal Neighbourhood House Child Care Centre Licence Number ID 3663 ('the service') is exempt from the qualified staff member 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. Whenever children are being cared for or educated by the service, the number of staff members as set out in regulation 24 are caring for or educating the children;
2. No more than one nominated staff member is employed in place of qualified staff; and

3. The nominated staff member is undertaking courses to attain a post-secondary early childhood qualification recognised under regulation 25.

This exemption remains in force until 31 January 2008.

Dated 4 January 2007

GAVIN JENNINGS MLC
Acting Minister for Children

Co-operatives Act 1996

HEALESVILLE HIGH SCHOOL
COLLEGE CO-OPERATIVE LIMITED

On application under section 601AA(2) of the **Corporations Act 2001** (the Act), by the co-operative named above, notice is hereby given under section 601AA(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 name of the co-operative 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 4 January 2007

MELANI SABA
Assistant Registrar of Co-operatives
Consumer Affairs Victoria

ENVIRONMENT PROTECTION (VEHICLE EMISSIONS) REGULATIONS 2003

S.R. No. 10/2003

Grant of Exemptions

The Environment Protection Authority, under regulation 28(1) of the Environment Protection (Vehicle Emissions) Regulations 2003, granted an exemption on 5 December 2006 to –

- (a) Australian Farmers Fuel Pty Ltd trading as SAFF, 51–61 Cavan Road, Gepps Cross, SA from the vapour pressure requirements of regulation 27(2) of the Regulations from 1 November 2006 until 31 March 2007 for the supply of unleaded petrol blended with 10% (by volume) ethanol (E10), subject to the following condition:

- that Australian Farmers Fuel (SAFF) ensures that E10 fuel supplied for sale to

petrol consumers does not have a volumetric average vapour pressure of more than 74 kPa and a maximum vapour pressure of more than 76 kPa.

- (b) The Shell Company of Australia Ltd, 8 Redfern Road, Hawthorn East, VIC from the vapour pressure requirements of regulation 27(3) of the Regulations from 1 November 2007 until 31 March 2008 for the supply of unleaded petrol blended with 10% (by volume) ethanol (E10), subject to the following condition:

- that The Shell Company of Australia ensures that E10 fuel supplied for sale to petrol consumers does not have a volumetric average vapour pressure of more than 69 kPa and a maximum vapour pressure of more than 71 kPa.

LEA SADDINGTON
Director Corporate Services

Land Acquisition and Compensation Act 1986

FORM 7

S.21

Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Barwon Region Water Authority declares that by this notice it acquires the following interest in the land described as 282–290 Grubb Road, Wallington 3221, being more particularly described as Certificate of Title Volume 8471, Folio 307:

An easement for water supply purposes over that part of the land shown as E–1 comprising an area of 919 m² on plan for creation of easement dated 15 September 2006, a copy of which is available for perusal at the office of Harwood Andrews Lawyers, 70 Gheringhap Street, Geelong.

Published with the authority of Barwon Region Water Authority.

Dated 11 January 2007

For and on behalf of
Barwon Region Water Authority
by its lawyers,
Harwood Andrews Lawyers
70 Gheringhap Street, Geelong 3220

Land Acquisition and Compensation Act 1986FORM 7 S.21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Barwon Region Water Authority declares that by this notice it acquires the following interest in the land described as 262–280 Grubb Road, Wallington 3221, being more particularly described as Certificate of Title Volume 8630, Folio 464:

An easement for water supply purposes over that part of the land shown as E–1 and E–2 comprising an area of 1,292 m² on plan for creation of easement dated 15 September 2006, a copy of which is available for perusal at the office of Harwood Andrews Lawyers, 70 Gheringhap Street, Geelong.

Published with the authority of
Barwon Region Water Authority

Dated 11 January 2007

For and on behalf of
Barwon Region Water Authority
by its lawyers,
Harwood Andrews Lawyers
70 Gheringhap Street, Geelong 3220

Land Acquisition and Compensation Act 1986FORM 7 S.21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Barwon Region Water Authority declares that by this notice it acquires the following interest in the land described as 255 Grubb Road, Wallington 3221, being more particularly described as Certificate of Title Volume 8925, Folio 264:

An easement for water supply purposes over that part of the land shown as E–1 comprising an area of 2,360 m² on plan for creation of easement dated 15 September 2006, a copy of which is available for perusal at the office of Harwood Andrews Lawyers, 70 Gheringhap Street, Geelong.

Published with the authority of
Barwon Region Water Authority

Dated 11 January 2007

For and on behalf of
Barwon Region Water Authority
by its lawyers,
Harwood Andrews Lawyers
70 Gheringhap Street, Geelong 3220

Land Acquisition and Compensation Act 1986FORM 7 S.21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Barwon Region Water Authority declares that by this notice it acquires the following interest in the land described as 292–310 Grubb Road, Wallington 3221, being more particularly described as Certificate of Title Volume 10717, Folio 251:

An easement for water supply purposes over that part of the land shown as E–1 comprising an area of 603 m² on plan for creation of easement dated 15 September 2006, a copy of which is available for perusal at the office of Harwood Andrews Lawyers, 70 Gheringhap Street, Geelong.

Published with the authority of
Barwon Region Water Authority

Dated 11 January 2007

For and on behalf of
Barwon Region Water Authority
by its lawyers,
Harwood Andrews Lawyers
70 Gheringhap Street, Geelong 3220

Land Acquisition and Compensation Act 1986FORM 7 S.21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Barwon Region Water Authority declares that by this notice it acquires the following interest in the land described as 310 Grubb Road, Wallington 3221, being more particularly described as Certificate of Title Volume 8471, Folio 309:

An easement for water supply purposes over that part of the land shown as E–1 comprising an area of 603 m² on plan for creation of easement dated 15 September 2006, a copy of which is available for perusal at the office of Harwood Andrews Lawyers, 70 Gheringhap Street, Geelong.

Published with the authority of
Barwon Region Water Authority

Dated 11 January 2007

For and on behalf of
Barwon Region Water Authority
by its lawyers,
Harwood Andrews Lawyers
70 Gheringhap Street, Geelong 3220

**Mineral Resources
(Sustainable Development) Act 1990**
DEPARTMENT OF PRIMARY INDUSTRIES
Exemption from Exploration Licence
or Mining Licence

I, Richard Aldous, Executive Director Minerals and Petroleum, pursuant to section 7 of the **Mineral Resources (Sustainable 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 5027 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 8 January 2007

RICHARD ALDOUS
Executive Director
Minerals and Petroleum

**Mineral Resources
(Sustainable Development) Act 1990**
DEPARTMENT OF PRIMARY INDUSTRIES
Exemption from Exploration Licence
or Mining Licence

I, Clifford Kavonic, Executive Director Minerals and Petroleum, pursuant to section 7 of the **Mineral Resources (Sustainable 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 5025 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 3 January 2007

CLIFFORD KAVONIC
Executive Director
Minerals and Petroleum

Pharmacy Practice Act 2004
PHARMACY BOARD OF VICTORIA

Re: Leon Braude
Reg. No. 9846
D.O.B: 1 January 1966
Qualification: B.Pharm VCP 1989

On Wednesday 6 December 2006 a Panel appointed by the Pharmacy Board of Victoria concluded a formal hearing into the professional conduct of Mr Leon Braude, a registered pharmacist.

The Panel found pursuant to section 69(1)(a) of the **Pharmacy Practice Act 2004** (“the Act”) that Mr Braude had engaged in unprofessional conduct of a serious nature.

The Panel made the following determinations pursuant to section 69(2) of the Act:

- (a) pursuant to Section 69(2)(g) suspended the registration of Mr Braude for three months commencing on the eighth day of January 2007;
- (b) pursuant to Section 69(2)(j) required Mr Braude to pay the reasonable costs and expenses of the Board in the conduct of the formal hearing being \$13,649.90. The total amount to be paid to the Board within twelve months of the hearing date with the schedule of payments to be determined by the Registrar.

STEPHEN MARTY
Registrar

State Superannuation Act 1988
 INTERIM CREDITING RATE FOR
 STATE SUPERANNUATION FUND
 FROM 21 DECEMBER 2006

For the purposes of the sub-sections 46(1) and 58(1) of the **State Superannuation Act 1988**, sub-section 35(1) of the **Transport Superannuation Act 1988** and sub-section 37(1) of the **State Employees Retirement Benefits Act 1979**, the Government Superannuation Office has determined an annual rate of 14.70% to be applied as an interim crediting rate on exits on or after 21 December 2006.

ANTHONY RODWELL-BALL
 Chief Financial Officer

Geographic Place Names Act 1998
 NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES

The Registrar of Geographic Names hereby gives notice of the registration of undermentioned place name.

Place Name	Proposer & Location
Dimboola Primary School	Department of Education. Formerly known as Dimboola–Pimpinio Primary School; located in Hindmarsh Street, Dimboola.

Office of the Registrar of Geographic Names
 c/- **LAND VICTORIA**
 17th Floor
 570 Bourke Street
 Melbourne 3000

JOHN E. TULLOCH
 Registrar of Geographic Names

Electricity Industry Act 2000
 ORIGIN ENERGY ELECTRICITY LIMITED
 Corrigendum

In Government Gazette No. S300, dated 31 October 2006, on page 8 under the Notice headed **Electricity Industry Act 2000**, Item 1.5 Residential Tariffs GD and GR with Off Peak Storage Space Heating Tariff J, the GST Inclusive supply charge should read “\$41.426”. This replaces the previously published value of \$41.226.

Electricity Industry Act 2000

CITIPower PTY

ABN 76 064 651 056

DEEMED ELECTRICITY DISTRIBUTION CONTRACT

INTRODUCTION

These standard terms and conditions for electricity distribution are published under section 40A of the **Electricity Industry Act 2000** (the Act) and have been approved by the *Regulator*.

These terms and conditions take effect on the day on which they are published in the Government Gazette. Unless clause 2.2 applies, they form a contract that is binding on us, CitiPower Pty, and you, the customer, for the period set out in clause 3.

This contract sets out:

- the terms and conditions on which we will maintain the connection of your *supply address* to our *distribution system*; and
- certain rights and obligations relating to the supply of electricity to your *supply address*.

TERMS AND CONDITIONS**1. Definitions and interpretation****1.1. Defined terms**

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

1.2. Interpretation

The following rules of interpretation apply in this contract unless otherwise stated.

- (a) **(Acts, etc.)** A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- (b) **(Singular and plural)** References to the singular include the plural and vice-versa.
- (c) **(including)** Examples after the words ‘including’, ‘includes’ or ‘for example’ are descriptive only and are not exhaustive.
- (d) **(clauses and schedules)** A reference to a ‘clause’ or ‘schedule’ is to a clause of, or a schedule to, this contract.

2. Application of this contract**2.1. Who are the parties?**

Unless clause 2.2 applies, this contract binds CitiPower Pty, ABN 76 064 651 056, (referred to as ‘us’, ‘we’, ‘our’ or the ‘distributor’) and any customer whose *supply address* is connected to our *distribution system* (referred to as ‘you’, ‘your’ or the ‘customer’).

2.2. When does this contract not apply?

This contract does not apply to you:

- (a) in relation to a particular *supply address* to the extent that you have a separate written agreement with us that deals with a provision that is covered by this contract to the extent of any inconsistency. If there is any inconsistency between a provision in this contract and a provision in a separate written agreement you have with us, the provision in the separate written agreement will prevail to the extent of the inconsistency; or
- (b) if you do not have a valid contract (which may be a deemed contract) with a *retailer*.

3. Duration of this contract

3.1. When does this contract start?

- (a) This contract starts on the date specified in the Introduction on page 1, if your *supply address* is already *connected* to our *distribution system* on that date.
- (b) If you or your *retailer* request connection or reconnection of a *supply address* after that date, this contract starts on the date that the *supply address* is connected or reconnected to our *distribution system*.

3.2. When does this contract end?

This contract will end on the earlier of:

- (a) the date we disconnect your *supply address* from our *distribution system*; or
- (b) the effective date of any new terms and conditions published by us in accordance with section 40A of the *Act*.

In spite of this contract ending, any rights or liabilities incurred under this contract continue.

4. Scope of this contract

4.1. What does this contract cover?

This contract sets out or incorporates the rights and obligations of you and us relating to the way in which *network services* and *excluded services* will be provided to your *retailer* to supply to you in respect of your *supply address*, unless you have a separate contract with us in respect of these matters.

4.2. What is not covered?

This contract does not cover:

- (a) the sale of electricity to you (this is covered by the contract between you and your *retailer*);
- (b) any work carried out by us to connect your *supply address* to our *distribution system* (this would be covered by a separate contract between you and us);
- (c) the supply of any other *excluded services* to the extent that these services are covered either under the contract between you and your *retailer* or a separate contract between you and us; and
- (d) any work carried out by us to increase the capacity of a *supply point* (this would be covered by a separate contract between you and us).

4.3. Network services

Our *network services*, and some *excluded services*, are provided to your *retailer* who will supply these services to you (unless you have a separate agreement with us in respect of these services). We may supply some *excluded services* to you directly. This contract gives you certain contractual rights in relation to attributes of or incidental to, all those services and imposes some obligations on you (for example, clause 5(b)).

5. Compliance with the Distribution Code and the Electricity Law

- (a) The *Distribution Code* sets out a number of rights and obligations of customers and distributors. This contract is taken to include each provision of the *Distribution Code*.
- (b) You must comply with the obligations imposed on customers under the *Distribution Code*.
- (c) We must comply with the obligations imposed on us under the *Distribution Code*.
- (d) If there is an inconsistency between the *Distribution Code* and this contract, the *Distribution Code* prevails. A term or condition of this contract is void to the extent that it is inconsistent with the *Distribution Code*.

- (e) If the **Distribution Code** is amended after the date this contract starts, as specified in clause 3.1, the **Distribution Code** will thereafter apply to this contract as amended.
- (f) We will provide to you a copy of the **Distribution Code** upon request from you. We may charge you a reasonable fee for this copy.
- (g) The parties must also comply with all other applicable provisions of the **Electricity Law** in relation to **distribution services**.

6. Technical and operational issues

6.1. Our technical requirements

You must ensure that your **electrical installation** complies with, and is installed and maintained in accordance with:

- (a) the reasonable technical requirements required by us (these requirements are outlined in the **Service & Installation Rules**);
- (b) all applicable Australian Standards;
- (c) **Electricity Safety Act 1998** and regulations made under that Act; and
- (d) any other technical requirements reasonably required by us.

6.2. Our equipment on your premises

None of the equipment and assets that we install at your **supply address**, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the **supply address** and we may remove them after disconnection of your **supply address**. Your obligations in respect of our equipment and assets will continue after this contract ends.

6.3. Your equipment on your premises

Your equipment at your **supply address** connected to the **distribution system** must have a nominal voltage rating within the nominal voltage supply range for the **supply point**.

6.4. Your maximum allocated capacity

You must ensure that the demand of electricity taken at your **supply address** does not exceed maximum allocated capacity. Unless otherwise agreed with us your maximum allocated capacity is:

- (a) 10 kilowatts for a single phase connection; or
- (b) otherwise, the rating of the smallest component of the **distribution system** used solely to supply electricity to your **electrical installation**.

If you wish to increase your maximum allocated capacity, we may be entitled to charge you for the cost of any necessary works, as provided for in our customer contribution policy.

6.5. Assignment of network tariffs

We will assign you a **network tariff** and you agree that we may, from time to time, assign you a different **network tariff** based on the eligibility criteria published by us from time to time in our annual tariff reports. An extract from the current annual tariff report will be provided to you upon request.

6.6. Maximum demand

This clause 6.6 only applies to you if you are a customer that has been allocated to a tariff by us that has a **maximum demand** (for example, tariff codes C2DL, C2DLB, C2DH, C2DHD1 and C2DT details of which are set out in our annual tariff report; a copy of the current annual tariff report will be provided to you upon request).

You agree that where you wish to change your **maximum demand** the following criteria will apply:

- (a) *Increases in maximum demand*

Where you require an increase in **maximum demand** at a **supply point**, you must make a written request to your **retailer** or to us. The increased level of **maximum demand** shall apply from the requested date or as near as possible thereafter as determined by us, subject to any required work being completed by us.

- (b) *Temporary increases in maximum demand*
- (i) Temporary increases in **maximum demand** may, in our discretion, be made available by us to you in respect of the relevant **supply point** to cover specific, short-term needs, such as the commissioning of new plant. In making our decision, relevant factors we will consider are:
 - (A) receiving at least one month's written notice from you; and
 - (B) prior agreement from us (which agreement will be conditional upon the necessary capacity being available in our **distribution system**).
 - (ii) Temporary increases in **maximum demand** will:
 - (A) be defined in terms of "additional demand" for a specific period;
 - (B) apply for one full billing period, except in the case of commissioning of new plant, in which case the duration of the temporary increase may be extended for the duration of the commissioning;
 - (C) be charged at our standard demand charge from time to time;
 - (D) be limited to one occurrence in any 12 month period unless otherwise agreed by us.
- (c) *Reduction in maximum demand*
- (i) Where you require a reduction in **maximum demand** at a **supply point**, you must give 12 months written notice of this requirement to your **retailer** or to us. If we agree to reduce the **maximum demand** to any level down to the level sought by you, we must notify you in writing within the 12-month notice period of a new **maximum demand**. The new **maximum demand** will apply after the date when your meter is first read following that 12-month notice period.
However, following installation by you of load management equipment approved by us or the implementation of a demand management initiative approved by us, the 12-month notice period may be reduced at our discretion.
- (d) *Changes following maximum demand being exceeded*
- In the event that the metered **maximum demand** in a billing period exceeds the **maximum demand** for you in respect of the relevant **supply point**:
- (i) a new **maximum demand** is established equal to the metered demand in that billing period;
 - (ii) the new **maximum demand** shall not apply to temporary increases in demand that we negotiate with you in accordance with clause 6.6(b)(i);
 - (iii) the new **maximum demand** shall apply for at least 12 months unless an exemption is obtained under sub-paragraph (iv) below;
 - (iv) if the **maximum demand** is established as a result of a fault in your electrical installation in respect of the relevant **supply point**, then we may in our discretion reduce the **maximum demand** back to the previous level after three months. In making our decision, relevant factors we will consider are whether:
 - (A) we receive a written application for such a reduction from you within 30 days of billing following the fault; and
 - (B) we are satisfied that:
 - (I) the fault has been diagnosed; and
 - (II) action has been taken to avoid a recurrence of that or similar faults; and

- (v) where the capacity of our *distribution system* is inadequate to make supply available at a higher rate on a continuous basis, we may advise you that the new *maximum demand* will apply only for the billing period in which it was established, pending augmentation of our *distribution system* and renegotiation of a revised *maximum demand*. The *maximum demand* thereafter is limited to the available capacity of our *distribution system*, as determined by us, by suitable load limiting equipment installed by you to our satisfaction.
- (e) We do not charge for the administration involved in changing your *maximum demand*. However, changes in *maximum demand* result in different *network tariffs* applying to you and different charges applying under those *network tariffs*.

7. Charges

7.1. Charges billed to your retailer

We do not bill you for our *network services* or metering services, and certain *excluded services*, we provide to your *retailer*, which your *retailer* provides to you. We bill your *retailer* under our *use of system agreement* with your *retailer*. These charges which will not be billed under this contract include:

- (a) our *network tariffs* and *metering service tariffs* relating to the supply of electricity to your *supply address*;
- (b) our *approved charges* for some *excluded services* that you or your *retailer* may request;
- (c) any additional or supplementary charge relating to the supply of electricity to your *supply address* if the *Regulator* has approved that charge, or we are otherwise permitted under the *Electricity Law* to impose that charge.

However, if there is a separate agreement about our services between you and us or, in the circumstances set out in clause 7.2, we may bill you directly.

7.2. Excluded services

We may bill you directly for some *excluded services* that we provide you directly, ie. that we do not provide to your *retailer* to provide to you. We may also bill you directly for some services that we provide in accordance with electricity industry practice, even though you do not request these services.

7.3. Goods and Services Tax

Our *approved charges* are inclusive of GST.

If any other amount payable by you or us under this contract relates to a taxable supply for GST purposes then, to the extent permitted by law, the payment will be adjusted so that the recipient of the taxable supply bears the GST payable in respect of that taxable supply.

8. Our liability

8.1. When we are not liable

Subject to clause 8.3, no party is liable for any failure to comply with this contract or the *Electricity Law* if, and to the extent that:

- (a) that party is relieved from performance of, or liability in respect of, any of our obligations by the operation of section 117 of the *Act* and sections 119 and 120 of the *National Electricity Law* (and for the avoidance of doubt nothing in this contract varies the operations of any of the legislative provisions mentioned above); or
- (b) the failure to comply arises as a result of the other party's breach of this contract or the *Electricity Law* or (subject to the other party's compliance with its relevant obligations under the *Distribution Code*) by a *force majeure* event; or
- (c) you have not complied with clause 8.5.

Paragraphs (a) to (c) above are not exhaustive and do not limit or diminish other reasons why each party may not be liable to the other party under the law.

8.2. Limitation of statutory liability

To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this contract and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.

8.3 Our liability under the Trade Practices Act, etc.

The **Trade Practices Act 1974** and other laws may imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such term is limited to the maximum extent permitted by law and, if the law allows, is limited to:

- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

8.4. Quality or reliability of supply

You acknowledge that:

- (a) the quality and reliability of the supply of electricity to your **supply address** is subject to a variety of factors which may be beyond our control including, but not limited to, accidents and emergencies, weather conditions, vandalism, system demand, the technical limitations of our network and the acts of other persons, including customers, electricity generators, transmission companies and system controllers;
- (b) we can interrupt or limit the supply of electricity to your **supply address** in accordance with the **Electricity Law**; and
- (c) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.

8.5. You must take precautions

You must, if you are a **business customer**, take reasonable precautions to minimise the risk of any loss or damage to your equipment, premises or business which may result from poor quality or reliability of electricity **supply**.

9. Privacy

We must comply with the **Privacy Act 1998** (Cth) and any applicable State law in respect of your personal information (as that term is defined in the **Privacy Act**) that you or your **retailer** disclose to us for the purposes of us providing **network services** and **excluded services** in respect of your **supply address**. You consent, and if you are a corporation and the personal information relates to your directors, you will procure each of your directors to consent to us using and disclosing your personal information for the purposes of assessing the standard of the services we provide to you or your **retailer** from time to time.

10. General**10.1. Notices**

- (a) Notices (including all communications) under this contract from you to us must be in writing and may only be sent by hand, prepaid post, or fax to the address or fax number set out below:

*CitiPower Pty,
40 Market Street,
Melbourne, Vic, 3000.
Fax: (03) 9683 4499*

or to any other address or fax number that we notify to you for this purpose.

- (b) Your **retailer** may send you notices under this contract on our behalf.
- (c) If a notice is sent by prepaid post, it is taken to be received two business days after it was posted.

10.2. Waiver

A failure to exercise or delay in exercising a power or right does not operate as a waiver of that power or right.

The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.

A waiver is not effective unless it is in writing and is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

10.3. Severability

If any term of this contract is unenforceable, illegal or void then it is severed and the rest of this contract remains in force.

10.4. Law of this contract

The law of Victoria governs this contract.

Glossary

Words appearing in *bold and italics* have these meanings in this contract:

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

approved charges means the charges, maximum charges, pricing principles or pricing methodology that we will apply for some services that are not subject to *network tariffs*, as set out in a statement approved by the *Regulator*.

business customer means a customer who does not purchase electricity principally for personal, household or domestic use at the relevant *supply addresses*.

connect means the making and maintaining of contact between the electrical systems of two persons allowing the *supply* of electricity between those systems and includes *energisation* unless expressly excluded and reconnect has a corresponding meaning.

Distribution Code means the Electricity Distribution Code issued by the *Regulator*.

distribution services means *network services, excluded services* (where they are not the subject of a separate agreement between you and us), and the provision and maintenance of the connection between our *distribution system* and a *supply point*.

distribution system means our distribution network of electric lines and associated equipment.

domestic customer means a customer who purchases electricity principally for personal, household or domestic use at the relevant *supply address*.

electrical installation means any electrical equipment at a *supply address* that is connected to, but not part of, our *distribution system*.

Electricity Customer Metering Code means the Electricity Customer Metering Code issued by the *Regulator*.

Electricity Law means:

- (a) the *Act*;
- (b) the *Distribution Code*;
- (c) the *Electricity Customer Metering Code*;
- (d) the distribution licence issued to us by the *Regulator*;
- (e) the *National Electricity Law*;
- (f) the **Electricity Safety Act 1998**;
- (g) all regulations, orders, determinations, codes and guidelines made under any act listed above; and
- (h) any other law, statute, regulation, proclamation, order, direction, code, tariff, guideline or standard in relation to electricity supply which can be enforced by law or by the *Regulator*, *NEMMCO*, *VENCorp* or any other regulatory authority against electricity distributors or customers.

energisation means the act of the insertion of a fuse or the operation of switching equipment which results in there being a non-zero **voltage** beyond a **supply point**.

excluded services means services that we may provide to you in relation to your electricity supply or connection or the **distribution system** and that are not subject to **network tariffs**.

force majeure event means an event outside the reasonable control of the distributor or the customer (as the case may be).

maximum demand means the electricity supply made available by us for use by a customer at a **supply point** which is used as the basis for setting demand charges to be paid by the customer to us each billing period. For the purpose of clarity, **maximum demand** in this contract relates to calculating demand based **network tariffs** and does not relate to the provision of **distribution services** to you by us. The **maximum demand** for a **supply point** is always more than or equal to the greater of the following:

- (a) minimum chargeable demand applicable to a customer's tariff (where relevant); or
- (b) contract demand set out in a supply contract between us and a customer (where relevant); or
- (c) actual demand, which is measured as the energy consumption recorded over the demand integration period divided by the demand integration period in hours (the demand integration period is 15 minutes).

metering service tariffs means the tariff or tariffs charged by us in accordance with the **Electricity Law** for metering services.

National Electricity Rules has the meaning given in the **National Electricity Law**.

National Electricity Law means the **National Electricity (Victoria) Act 2005** (including the National Electricity Law and the **National Electricity Rules**).

NEMMCO means National Electricity Market Management Company Limited.

network services means the transportation and delivery of electricity to **supply points** using our **distribution system** and any other services included in our **network tariffs**.

network tariffs means the tariff or tariffs charged by us in accordance with the **Electricity Law** for distributing electricity using our **distribution system** and the transmission system.

Regulator means the Essential Services Commission or any entity assuming the functions of that Commission in respect of electricity distribution.

retailer means, in relation to a customer, a person that holds, or is exempt from holding, a retail licence under the **Act** and sells electricity at the customer's **supply address**.

Service & Installation Rules means the Victorian Service & Installation Rules, Code of Practice for the Connection of Electrical Installations to Distribution Companies' Mains 1999, as revised, replaced or amended from time to time.

supply in relation to electricity, means the delivery of electricity.

supply address means the address where a customer is (or will be) supplied with electricity.

supply point means the point where electricity being delivered to a **supply address** leaves our **distribution system**.

use of system agreement means an agreement between us and your **retailer** in respect of the provision of **distribution services** by us to your **retailer** and the provision of certain services by your **retailer** to us.

VENCorp means Victorian Energy Networks Corporation.

voltage means (except in the case of impulse voltage) the root mean square (RMS) of the phase to phase voltage.

Dated 11 January 2007

S. BREHENY
Chief Executive Officer
CitiPower Pty

Electricity Industry Act 2000
POWERCOR AUSTRALIA LTD
ABN 89 064 651 109

DEEMED ELECTRICITY DISTRIBUTION CONTRACT

INTRODUCTION

These standard terms and conditions for electricity distribution are published under section 40A of the **Electricity Industry Act 2000** (the Act) and have been approved by the *Regulator*.

These terms and conditions take effect on the day on which they are published in the Government Gazette. Unless clause 2.2 applies, they form a contract that is binding on us, Powercor Australia Ltd, and you, the customer, for the period set out in clause 3.

This contract sets out:

- the terms and conditions on which we will maintain the connection of your *supply address* to our *distribution system*; and
- certain rights and obligations relating to the supply of electricity to your *supply address*.

TERMS AND CONDITIONS

1. Definitions and interpretation

1.1. Defined terms

The meaning of words which appear in *bold and italics* in this contract is explained in Schedule 1 – Glossary.

1.2. Interpretation

The following rules of interpretation apply in this contract unless otherwise stated.

- (a) **(Acts, etc.)** A reference to an act, regulation, code, licence or other legal instrument is a reference to that act, regulation, code, licence or other legal instrument as it may be amended, re-enacted, consolidated or replaced from time to time.
- (b) **(Singular and plural)** References to the singular include the plural and vice-versa.
- (c) **(including)** Examples after the words ‘including’, ‘includes’ or ‘for example’ are descriptive only and are not exhaustive.
- (d) **(clauses and schedules)** A reference to a ‘clause’ or ‘schedule’ is to a clause of, or a schedule to, this contract.

2. Application of this contract

2.1. Who are the parties?

Unless clause 2.2 applies, this contract binds Powercor Australia Ltd, ABN 89 064 651 109, (referred to as ‘us’, ‘we’, ‘our’ or the ‘distributor’) and any customer whose *supply address* is connected to our *distribution system* (referred to as ‘you’, ‘your’ or the ‘customer’).

2.2. When does this contract not apply?

This contract does not apply to you:

- (a) in relation to a particular *supply address* to the extent that you have a separate written agreement with us that deals with a provision that is covered by this contract to the extent of any inconsistency. If there is any inconsistency between a provision in this contract and a provision in a separate written agreement you have with us, the provision in the separate written agreement will prevail to the extent of the inconsistency; or
- (b) if you do not have a valid contract (which may be a deemed contract) with a *retailer*.

3. Duration of this contract

3.1. When does this contract start?

- (a) This contract starts on the date specified in the Introduction on page 1, if your *supply address* is already *connected* to our *distribution system* on that date.
- (b) If you or your *retailer* request connection or reconnection of a *supply address* after that date, this contract starts on the date that the *supply address* is connected or reconnected to our *distribution system*.

3.2. When does this contract end?

This contract will end on the earlier of:

- (a) the date we disconnect your *supply address* from our *distribution system*; or
- (b) the effective date of any new terms and conditions published by us in accordance with section 40A of the *Act*.

In spite of this contract ending, any rights or liabilities incurred under this contract continue.

4. Scope of this contract

4.1. What does this contract cover?

This contract sets out or incorporates the rights and obligations of you and us relating to the way in which *network services* and *excluded services* will be provided to your *retailer* to supply to you in respect of your *supply address*, unless you have a separate contract with us in respect of these matters.

4.2. What is not covered?

This contract does not cover:

- (a) the sale of electricity to you (this is covered by the contract between you and your *retailer*);
- (b) any work carried out by us to connect your *supply address* to our *distribution system* (this would be covered by a separate contract between you and us);
- (c) the supply of any other *excluded services* to the extent that these services are covered either under the contract between you and your *retailer* or a separate contract between you and us; and
- (d) any work carried out by us to increase the capacity of a *supply point* (this would be covered by a separate contract between you and us).

4.3. Network services

Our *network services*, and some *excluded services*, are provided to your *retailer* who will supply these services to you (unless you have a separate agreement with us in respect of these services). We may supply some *excluded services* to you directly. This contract gives you certain contractual rights in relation to attributes of or incidental to, all those services and imposes some obligations on you (for example, clause 5(b)).

5. Compliance with the Distribution Code and the Electricity Law

- (a) The *Distribution Code* sets out a number of rights and obligations of customers and distributors. This contract is taken to include each provision of the *Distribution Code*.
- (b) You must comply with the obligations imposed on customers under the *Distribution Code*.
- (c) We must comply with the obligations imposed on us under the *Distribution Code*.
- (d) If there is an inconsistency between the *Distribution Code* and this contract, the *Distribution Code* prevails. A term or condition of this contract is void to the extent that it is inconsistent with the *Distribution Code*.

- (e) If the *Distribution Code* is amended after the date this contract starts, as specified in clause 3.1, the *Distribution Code* will thereafter apply to this contract as amended.
- (f) We will provide to you a copy of the *Distribution Code* upon request from you. We may charge you a reasonable fee for this copy.
- (g) The parties must also comply with all other applicable provisions of the *Electricity Law* in relation to *distribution services*.

6. Technical and operational issues

6.1. Our technical requirements

You must ensure that your *electrical installation* complies with, and is installed and maintained in accordance with:

- (a) the reasonable technical requirements required by us (these requirements are outlined in the *Service & Installation Rules*);
- (b) all applicable Australian Standards;
- (c) **Electricity Safety Act 1998** and regulations made under that Act; and
- (d) any other technical requirements reasonably required by us.

6.2. Our equipment on your premises

None of the equipment and assets that we install at your *supply address*, whether or not they are fixed to the land or any buildings on the land, will become part of the land or premises at the *supply address* and we may remove them after disconnection of your *supply address*. Your obligations in respect of our equipment and assets will continue after this contract ends.

6.3. Your equipment on your premises

Your equipment at your *supply address* connected to the *distribution system* must have a nominal voltage rating within the nominal voltage supply range for the *supply point*.

6.4. Your maximum allocated capacity

You must ensure that the demand of electricity taken at your *supply address* does not exceed maximum allocated capacity. Unless otherwise agreed with us your maximum allocated capacity is:

- (a) 10 kilowatts for a single phase connection; or
- (b) otherwise, the rating of the smallest component of the *distribution system* used solely to supply electricity to your *electrical installation*.

If you wish to increase your maximum allocated capacity, we may be entitled to charge you for the cost of any necessary works, as provided for in our customer contribution policy.

6.5. Assignment of network tariffs

We will assign you a *network tariff* and you agree that we may, from time to time, assign you a different *network tariff* based on the eligibility criteria published by us from time to time in our annual tariff reports. An extract from the current annual tariff report will be provided to you upon request.

6.6. Maximum demand

This clause 6.6 only applies to you if you are a customer that has been allocated to a tariff by us that has a *maximum demand* (for example, tariff codes DL, DL.A, DL.C, DL.S, DL.DK, DL.CXX, DH, DH.A, DH.C, DH.D1, DH.D2, DH.DK, DH.D3, DH.D4, DH.D5, DS.A, DS.G and DS.S details of which are set out in our annual tariff report; a copy of the current annual tariff report will be provided to you upon request).

You agree that where you wish to change your *maximum demand* the following criteria will apply:

(a) *Increases in maximum demand*

Where you require an increase in **maximum demand** at a **supply point**, you must make a written request to your **retailer** or to us. The increased level of **maximum demand** shall apply from the requested date or as near as possible thereafter as determined by us, subject to any required work being completed by us.

(b) *Temporary increases in maximum demand*

(i) Temporary increases in **maximum demand**, may in our discretion, be made available by us to you in respect of the relevant **supply point** to cover specific, short-term needs, such as the commissioning of new plant. In making our decision, relevant factors we will consider are:

- (A) receiving at least one month's written notice from you; and
- (B) prior agreement from us (which agreement will be conditional upon the necessary capacity being available in our **distribution system**).

(ii) Temporary increases in **maximum demand** will:

- (A) be defined in terms of "additional demand" for a specific period;
- (B) apply for one full billing period, except in the case of commissioning of new plant, in which case the duration of the temporary increase may be extended for the duration of the commissioning;
- (C) be charged at our standard demand charge from time to time;
- (D) be limited to one occurrence in any 12 month period unless otherwise agreed by us.

(c) *Reduction in maximum demand*

(i) Where you require a reduction in **maximum demand** at a **supply point**, you must give 12 months written notice of this requirement to your **retailer** or to us. If we agree to reduce the **maximum demand** to any level down to the level sought by you, we must notify you in writing within the 12-month notice period of a new **maximum demand**. The new **maximum demand** will apply after the date when your meter is first read following that 12-month notice period.

However, following installation by you of load management equipment approved by us or the implementation of a demand management initiative approved by us, the 12-month notice period may be reduced at the our discretion.

(d) *Changes following maximum demand being exceeded*

In the event that the metered **maximum demand** in a billing period exceeds the **maximum demand** for you in respect of the relevant **supply point**:

- (i) a new **maximum demand** is established equal to the metered demand in that billing period;
- (ii) the new **maximum demand** shall not apply to temporary increases in demand that we negotiate with you in accordance with clause 6.6(b)(i);
- (iii) the new **maximum demand** shall apply for at least 12 months unless an exemption is obtained under sub-paragraph (iv) below;
- (iv) if the **maximum demand** is established as a result of a fault in your electrical installation in respect of the relevant **supply point**, then we may in our discretion reduce the **maximum demand** back to the previous level after three months. In making our decision, relevant factors we will consider are whether:
 - (A) we receive a written application for such a reduction from you within 30 days of billing following the fault; and
 - (B) we are satisfied that:
 - (I) the fault has been diagnosed; and
 - (II) action has been taken to avoid a recurrence of that or similar faults; and

- (v) where the capacity of our *distribution system* is inadequate to make supply available at a higher rate on a continuous basis, we may advise you that the new *maximum demand* will apply only for the billing period in which it was established, pending augmentation of our *distribution system* and renegotiation of a revised *maximum demand*. The *maximum demand* thereafter is limited to the available capacity of the our *distribution system*, as determined by us, by suitable load limiting equipment installed by you to our satisfaction.
- (e) We do not charge for the administration involved in changing your *maximum demand*. However, changes in *maximum demand* result in different *network tariffs* applying to you and different charges applying under those *network tariffs*.

7. Charges

7.1. Charges billed to your retailer

We do not bill you for our *network services* or metering services, and certain *excluded services*, we provide to your *retailer*, which your *retailer* provides to you. We bill your *retailer* under our *use of system agreement* with your *retailer*. These charges which will not be billed under this contract include:

- (a) our *network tariffs* and *metering service tariffs* relating to the supply of electricity to your *supply address*;
- (b) our *approved charges* for some *excluded services* that you or your *retailer* may request;
- (c) any additional or supplementary charge relating to the supply of electricity to your *supply address* if the *Regulator* has approved that charge, or we are otherwise permitted under the *Electricity Law* to impose that charge.

However, if there is a separate agreement about our services between you and us, or in the circumstances set out in clause 7.2, we may bill you directly.

7.2. Excluded services

We may bill you directly for some *excluded services* that we provide you directly, ie. that we do not provide to your *retailer* to provide to you. We may also bill you directly for some services that we provide in accordance with electricity industry practice, even though you do not request these services.

7.3. Goods and Services Tax

Our *approved charges* are inclusive of GST.

If any other amount payable by you or us under this contract relates to a taxable supply for GST purposes then, to the extent permitted by law, the payment will be adjusted so that the recipient of the taxable supply bears the GST payable in respect of that taxable supply.

8. Our liability

8.1. When we are not liable

Subject to clause 8.3, no party is liable for any failure to comply with this contract or the *Electricity Law* if, and to the extent that:

- (a) that party is relieved from performance of, or liability in respect of, any of our obligations by the operation of section 117 of the *Act* and sections 119 and 120 of the *National Electricity Law* (and for the avoidance of doubt nothing in this contract varies the operations of any of the legislative provisions mentioned above); or
- (b) the failure to comply arises as a result of the other party's breach of this contract or the *Electricity Law* or (subject to the other party's compliance with its relevant obligations under the *Distribution Code*) by a *force majeure event*; or
- (c) you have not complied with clause 8.5.

Paragraphs (a) to (c) above are not exhaustive and do not limit or diminish other reasons why each party may not be liable to the other party under the law.

8.2. Limitation of statutory liability

To the extent permitted by law, all statutory or implied conditions and warranties are excluded from this contract and, to the extent they cannot be excluded, all liability in relation to them is disclaimed to the maximum extent permitted by law.

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- (a) in the case of goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
- (b) in the case of services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

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You acknowledge that:

- (a) the quality and reliability of the supply of electricity to your **supply address** is subject to a variety of factors which may be beyond our control including, but not limited to, accidents and emergencies, weather conditions, vandalism, system demand, the technical limitations of our network and the acts of other persons, including customers, electricity generators, transmission companies and system controllers;
- (b) we can interrupt or limit the supply of electricity to your **supply address** in accordance with the **Electricity Law**; and
- (c) variations in voltage or frequency may cause damage, for example, to appliances or machines connected to the electricity supply.

8.5. You must take precautions

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We must comply with the **Privacy Act 1998** (Cth) and any applicable State law in respect of your personal information (as that term is defined in the **Privacy Act**) that you or your **retailer** disclose to us for the purposes of us providing **network services** and **excluded services** in respect of your **supply address**. You consent, and if you are a corporation and the personal information relates to your directors, you will procure each of your directors to consent, to us using and disclosing your personal information for the purposes of assessing the standard of the service we provide to you or your **retailer** from time to time.

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- (e) the *National Electricity Law*;
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- (g) all regulations, orders, determinations, codes and guidelines made under any act listed above; and
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- (a) minimum chargeable demand applicable to a customer's tariff (where relevant); or
- (b) contract demand set out in a supply contract between us and a customer (where relevant); or
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use of system agreement means an agreement between us and your **retailer** in respect of the provision of **distribution services** by us to your **retailer** and the provision of certain services by your **retailer** to us.

VENCorp means Victorian Energy Networks Corporation.

voltage means (except in the case of impulse voltage) the root mean square (RMS) of the phase to phase voltage.

Dated 11 January 2007

S. BREHENY
Chief Executive Officer
Powercor Australia Ltd

Crown Land (Reserves) Act 1978
CROWN LAND RESERVES (TREASURY GARDENS RESERVE)
AMENDMENT REGULATIONS 2007

I, Caroline Douglass, Director Public Land Use and Development, in the Department of Sustainability and Environment, as delegate of the Minister for Planning, make the following Regulations.

1. Title

These Regulations may be cited as the Crown Land Reserves (Treasury Gardens Reserve) Amendment Regulations 2007.

2. Objective

The objective of these Regulations is to amend the regulations related to the care, protection and management of the Treasury Gardens to permit the conduct of the event know as “the Midsumma Carnival” to be held in the Treasury Gardens during February 2007.

3. Principal Regulations

In these Regulations the regulations entitled “Regulations for the Care Protection and Management of the Treasury Gardens” made on 2 October 1929 and published in the Victoria Government Gazette of 9 October 1929 and amended by the Crown Land Reserves (Treasury Gardens Reserve) Amendment of Regulations 1999, published in the Victoria Government Gazette of 6 January 2000, are called the Principal Regulations.

4. Authorising provision

These Regulations are made under section 13 of the **Crown Land (Reserves) Act 1978**.

5. Commencement

These Regulations come into operation on the date they are published in the Victoria Government Gazette.

6. Amendment of the Principal Regulations

For regulation 19 of the Principal Regulations substitute –

“19(1) The Committee of Management may permit the Treasury Gardens to be enclosed and used for the period of five (5) days commencing on the 9th day of February 2007 for the purpose of the conduct of the event known as “the Midsumma Carnival”;

19(2) Notwithstanding anything in these regulations and the event being open to the public:

- (a) the Committee of Management; or
- (b) the persons or organisation responsible for staging and holding the event, with the written consent of the Committee of Management or the Chief Executive Officer of the Melbourne City Council, may:
 - (i) determine, make and collect a fee for entry to the Treasury Gardens to attend the event provided that such fee shall be determined having regard to the administrative costs related to the staging of the event; and
 - (ii) sell merchandise and other items associated with the event;

19(3) Regulations 6, 7, 9, 10 and 16 shall not apply for the duration of the event.”

Dated 2 January 2007

CAROLINE DOUGLASS
Director Public Land Use and Development
Department of Sustainability and Environment
as the authorised delegate of the Minister for Planning



Water Act 1989

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

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

WATER SERVICED AREAS AS FOLLOWS:

<i>Locality</i>	<i>Property Description</i>	<i>Practical Completion Issue Date</i>
Briagolong	Victoria Street Lots 15–22 & 34B on PS542967 D	03/10/2006
Moe	Scorpio Drive, Ashlyn Drive & Sharnee Court Lots 48–62 & 92–97 on PS529008K	24/11/2006
Churchill	Winston Drive & Canterbury Way Lots 1, 4–21 & 37–44	30/11/2006
Neerim South	Townsend Street Lot 2 on PC366648 Q Lot 1 on PS523890	20/12/2006
Drouin	Shillinglaw Road Lots 1 to 5 on PS540706 U	21/12/2006
Traralgon	St Georges Rd, Bradman Bvd & Felicity Crt Lots 214–241 on PS530584 B	21/12/2006
Traralgon	Crestmont Court Lots 59 to 70 on PS540015 V	21/12/2006
Warragul	Charlesworth Estate Lots 1–37 on PS536219 F	22/12/2006

WASTEWATER SERVICED AREAS AS FOLLOWS:

<i>Locality</i>	<i>Property Description</i>	<i>Practical Completion Issue Date</i>
Moe	Scorpio Drive, Ashlyn Drive & Sharnee Court Lots 48–62 & 92–97 on PS529008K	24/11/2006
Sale	Mark Avenue Lots 1 & 2 on PS547892 G	29/11/2006
Churchill	Winston Drive & Canterbury Way Lots 1, 4–21 & 37–44	30/11/2006
Heyfield	44 MacFarlane Street Lots 1, 2, & 3 on PS54031 X	14/12/2006
Neerim South	Townsend Street Lot 2 on PC366648 Q Lot 1 on PS523890	20/12/2006
Traralgon	St Georges Rd, Bradman Bvd & Felicity Crt Lots 214–241 on PS530584 B	21/12/2006
Traralgon	Crestmont Court Lots 59 to 70 on PS540015 V	21/12/2006
Warragul	Charlesworth Estate Lots 1–37 on PS536219 F	22/12/2006

JOHN MITCHELL
Chief Executive Officer

Water Act 1989

MINISTERIAL DIRECTION PURSUANT TO SECTION 307 OF THE **WATER ACT 1989**

I, John Thwaites, as Minister administering the **Water Act 1989** (the Act), make the following Direction.

Title

1. This Direction is called the Ministerial Direction to Barwon Region Water Authority – Lal Lal Reservoir.

Duration

This Direction comes into effect 14 days after a notice of my intention to make this Direction is given to Barwon Region Water Authority provided that Barwon Region Water Authority has not objected in that period and remains in force until Ministerial Direction to Central Highlands Region Water Authority – Lal Lal Reservoir & Moorabool Reservoir expires.

Authorising provision

2. This Direction is made under section 307 of the Act.

Direction

3. I direct Barwon Region Water Authority to cease providing minimum passing flows immediately downstream of Lal Lal Reservoir, as required by Bulk Entitlement (Lal Lal – Barwon) Conversion Order 1995, and provide the total amount of water that would otherwise be provided as passing flow to Central Highlands Water.
4. I direct that any part of the flow pulse released from Lal Lal Reservoir by Central Highlands Region Water Authority in accordance with Ministerial Direction to Central Highlands Region Water Authority – Lal Lal Reservoir that is harvested by Barwon Region Water Authority under Bulk Entitlement (She Oaks) Conversion Order 1995 be subtracted from the water stored in Barwon Region Water Authority's share of the capacity of Lal Lal Reservoir.
5. I direct that in making provision for passing flows from She Oaks Diversion Weir, as required under Bulk Entitlement (She Oaks) Conversion Order 1995, Barwon Region Water Authority subtract any flow pulse released from Lal Lal Reservoir by Central Highlands Region Water Authority in accordance with Ministerial Direction to Central Highlands Region Water Authority – Lal Lal Reservoir in its calculation of the flow.

Dated 31 October 2006

JOHN THWAITES
Minister for Water, Environment and Climate Change

Water Act 1989**MINISTERIAL DIRECTION PURSUANT TO SECTION 307 OF THE WATER ACT 1989**

I, John Thwaites, as Minister administering the **Water Act 1989** (the Act), make the following Direction.

Title

1. This Direction is called the Ministerial Direction to Central Highlands Region Water Authority – Lal Lal Reservoir and Moorabool Reservoir.

Duration

2. This Direction comes into effect 14 days after a notice of my intention to make this Direction is given to Central Highlands Region Water Authority provided that Central Highlands Region Water Authority has not objected in that period and remains in force while the current stage 3 restrictions in the Ballarat Water Supply District continue and are subsequently increased to stage 4 restrictions in November 2006, and until either:
 - a) customers supplied by Central Highlands Region Water Authority in accordance with Bulk Entitlement (Lal Lal – Central Highlands) Conversion Order 1995 are no longer subject to stage 4 water restrictions;
 - b) the Central Highlands Region Water Authority is able to supply its customers through increased alternative water supplies; or
 - c) 30 June 2007,whichever is the earlier.

Authorising provision

3. This Direction is made under section 307 of the Act.

Direction

4. I direct Central Highlands Region Water Authority to:
 - a) cease providing for passing flow from the Lal Lal Reservoir, as required by Bulk Entitlement (Lal Lal – Central Highlands) Conversion Order 1995 (Passing Flow);
 - b) keep account of the total amount of water that would otherwise be provided as Passing Flow;
 - c) store in its share of Lal Lal Reservoir and, subject to paragraph d), release to its customers the water that would otherwise be provided as Passing Flow; and
 - d) if at any time in pools in the Moorabool River situated between Lal Lal Reservoir and She Oaks Weir the concentration of dissolved oxygen is less than 5 parts per million averaged over a day, or the temperature is greater than 25 degrees Celsius, or the salinity exceeds 10,000 electroconductivity units, and if there is sufficient water available in the account held in accordance with paragraph b), then:
 - i. release a flow pulse from Lal Lal Reservoir having a total volume of 80 ML over a duration of 5 days in a daily pattern specified by the Corangamite Catchment Management Authority; and
 - ii. reduce the water available in the account held in accordance with paragraph b) by the amount of water released for the flow pulse less any volume of the flow pulse harvested by Barwon Region Water Authority under Bulk Entitlement (She Oaks) Conversion Order 1995,up to a maximum of three flow pulses for the duration of this Direction.
5. I direct Central Highlands Region Water Authority to:
 - a) cease providing for passing flows from the Moorabool Reservoir, as required by Bulk Entitlement (Upper West Moorabool System) Conversion Order 1995 (Passing Flows); and
 - b) store in the system storages and release to its customers the water that would otherwise be provided as Passing Flows.

Dated 31 October 2006

JOHN THWAITES
Minister for Water, Environment and Climate Change

Water Act 1989

MINISTERIAL DIRECTION PURSUANT TO SECTION 307 OF THE **WATER ACT 1989**

I, John Thwaites, as Minister administering the **Water Act 1989** (the Act), make the following Direction.

Title

1. This Direction is called the Ministerial Direction to Coliban Water – Campaspe System 10/06.

Duration

2. This Direction comes into effect 14 days after the notice of my intention to make this direction is given to Coliban Water provided that Coliban Water has not objected in that period and remains in force until Ministerial Direction to Goulburn–Murray Water – Campaspe System 10/06 expires.

Authorising provision

3. This Direction is made under section 307 of the Act.

Direction

4. I direct Coliban Water to:
 - a) cease providing from its share of Lake Eppalock 18% of the portion of regulated releases for environmental purposes to maintain minimum passing flows (Passing Flows), as required by Bulk Entitlement (Campaspe System – Coliban Water) Conversion Order 1999 (as amended by Bulk Entitlement (Campaspe System – Coliban Water) Conversion Amendment Order 2005) (Bulk Entitlement);
 - b) record in the passing flow account set up under the Bulk Entitlement the volume of water that would otherwise be provided as Passing Flows; and
 - c) where the requirements of clauses 11.1A to 11.1C are satisfied, and following a direction to the Eppalock Storage Operator from Goulburn–Murray Water, in accordance with its Bulk Entitlement (Campaspe System – Goulburn–Murray Water) Conversion Order 2000 (as amended by Bulk Entitlement (Campaspe System – Coliban Water) Conversion Amendment Order 2005), permit the Storage Operator to release additional passing flows from Coliban Water’s share of Lake Eppalock at any time of the year, based on advice from the North Central Catchment Management Authority.

Dated 31 October 2006

JOHN THWAITES
Minister for Water, Environment and Climate Change

Water Act 1989**MINISTERIAL DIRECTION PURSUANT TO SECTION 307 OF THE WATER ACT 1989**

I, John Thwaites, as Minister administering the **Water Act 1989** (the Act), make the following Direction.

Title

1. This Direction is called the Ministerial Direction to Coliban Water – Malmsbury Reservoir 10/06.

Duration

2. This Direction comes into effect 14 days after the notice of my intention to make this direction is given to Coliban Water provided that Coliban Water has not objected in that period and remains in force until either:
 - a) primary entitlement holders (Urban Commitments) supplied by Coliban Water in accordance with Bulk Entitlement (Campaspe System – Coliban Water) Conversion Order 1999 (as amended by Bulk Entitlement (Campaspe System – Coliban Water) Conversion Amendment Order 2005) are no longer subject to stage 4 water restrictions, including for example, following the introduction of alternative water supplies; or
 - b) 30 June 2007,whichever is the earlier.

Authorising provision

3. This Direction is made under section 307 of the Act.

Direction

4. I direct Coliban Water to:
 - a) cease providing minimum passing flows immediately downstream of Malmsbury Reservoir, as required by Bulk Entitlement (Campaspe System – Coliban Water) Conversion Order 1999 (as amended by Bulk Entitlement (Campaspe System – Coliban Water) Conversion Amendment Order 2005) (Passing Flows);
 - b) keep account of the total volume of water that would otherwise be provided as Passing Flows;
 - c) set aside 30% of the water that would otherwise be provided as Passing Flows to store or release as flow pulses, based on advice from the North Central Catchment Management Authority;
 - d) store in the headworks system and release to primary entitlement holders the remaining 70% of the water that would otherwise be provided as Passing Flows; and
 - e) on the expiry of this Direction, release any water remaining in storage under paragraph d) as Passing Flows.

Dated 31 October 2006

JOHN THWAITES
Minister for Water, Environment and Climate Change

Water Act 1989

MINISTERIAL DIRECTION PURSUANT TO SECTION 307 OF THE **WATER ACT 1989**

I, John Thwaites, as Minister administering the **Water Act 1989** (the Act), make the following Direction.

Title

1. This Direction is called the Ministerial Direction to Goulburn–Murray Water – Campaspe System 10/06.

Duration

2. This Direction comes into effect 14 days after the notice of my intention to make this direction is given to Goulburn–Murray Water provided that Goulburn–Murray Water has not objected in that period and remains in force until either:
 - a) a) an announcement is made by Goulburn–Murray Water to allocate water allocations of greater than zero to primary entitlement holders under Bulk Entitlement (Campaspe System – Goulburn–Murray Water) Conversion Order 2000 (as amended by Bulk Entitlement (Campaspe System – Coliban Water) Conversion Amendment Order 2005) (Bulk Entitlement), including for example, following the introduction of alternative water supplies; or
 - b) 30 June 2007,whichever is the earlier.

Authorising provision

3. This Direction is made under section 307 of the Act.

Direction

4. I direct Goulburn–Murray Water to:
 - a) cease providing from its share of Lake Eppalock 82% of the portion of regulated releases for environmental purposes to maintain minimum passing flows, as required under the Bulk Entitlement (Passing Flows); and
 - b) record in the passing flow account set up under the Bulk Entitlement the volume of water that would otherwise be provided as Passing Flows; and
 - c) where the requirements of clauses 11.1A to 11.1C of the Bulk Entitlement are satisfied, direct the Eppalock Storage Operator to release additional passing flows from Goulburn–Murray Water’s share of Lake Eppalock at any time of the year, based on advice from the North Central Catchment Management Authority.

Dated 31 October 2006

JOHN THWAITES
Minister for Water, Environment and Climate Change

Water Act 1989**MINISTERIAL DIRECTION PURSUANT TO SECTION 307 OF THE WATER ACT 1989**

I, John Thwaites, as Minister administering the **Water Act 1989** (the Act), make the following Direction.

Title

1. This Direction is called the Ministerial Direction to Westernport Region Water Authority – Westernport Water Supply System.

Duration

2. This Declaration comes into effect 14 days after the notice of my intention to make this direction is given to Westernport Region Water Authority provided that Westernport Region Water Authority has not objected in that period and remains in force until the earlier of:
 - the customers supplied by Westernport Region Water Authority are no longer subject to stage 4 water restrictions, including for example, following the introduction of alternative water supplies; or
 - 30 June 2007.

Authorising provision

3. This Direction is made under section 307 of the Act.

Direction

4. Whereas I have qualified Surface Water Licence No. 9026826 to allow Westernport Region Water Authority to take a larger volume of water, and in order to make that volume available to Westernport Region Water Authority, I direct Westernport Region Water Authority, in respect of Surface Water Licence No. 9026826, to:
 - a) take water up to the maximum rate of diversion and the maximum daily volume only:
 - if the concentration of dissolved oxygen at the monitoring point is greater than 5 milligrams per litre measured as an average over any 24 hour period, and not less than 4 milligrams per litre at any time; and
 - if the first flush has been allowed to pass the diversion point after a heavy rainfall event, where the threshold details of the rainfall event and the flush are to be agreed to by the Authority and Melbourne Water;
 - b) in place of condition 3 of the third schedule to the licence, refrain from installing any permanent structures or affect the bed and banks of Bass River as part of taking water under the licence;
 - c) manage the pumping point and the monitoring point in an environmentally sensitive manner to be agreed to by the Authority and Melbourne Water;
 - d) in place of condition 4 of the third schedule to the licence:
 - i) monitor flow, dissolved oxygen, electrical conductivity, and salinity using a method to be agreed to by the Authority and Melbourne Water before the commencement of pumping;
 - ii) locate the monitoring point within 100 metres downstream of the pumping point, or at another location to be agreed to by the Authority and Melbourne Water before the commencement of pumping; and
 - iii) protect the pumping point and monitoring point from stock access to the Bass River for at least 300 metres downstream of both points; and
 - e) undertake the fish and macroinvertebrate survey referred to in condition 5 of the third schedule to the licence by 31 May 2007.

Dated 31 October 2006

JOHN THWAITES
Minister for Water, Environment and Climate Change

Water Act 1989**MINISTERIAL DIRECTION PURSUANT TO SECTION 307 OF THE WATER ACT 1989**

I, John Thwaites, as Minister administering the **Water Act 1989** (the Act), make the following Direction.

Title

1. This Direction is called the Ministerial Direction to South Gippsland Region Water Authority – Leongatha/Koonwarra 10/06.

Duration

2. This Declaration comes into effect 14 days after the notice of my intention to make this direction is given to South Gippsland Region Water Authority provided that South Gippsland Region Water Authority has not objected in that period and remains in force until the earlier of:
 - the customers supplied by South Gippsland Region Water Authority are no longer subject to stage 4 water restrictions, including for example, following the introduction of alternative water supplies; or
 - 30 June 2007.

Authorising provision

3. This Direction is made under section 307 of the Act.

Direction

4. I direct South Gippsland Region Water Authority (Authority), in respect of Bulk Entitlement (Meeniyah) Conversion Order 1997, to:
 - a) increase the Authority's share of flow from the waterway passing the specified point by up to 3.5 megalitres per day;
 - b) take that part of the Authority's share of flow for supply to the Leongatha/Koonwarra water supply system from the Tarwin River West Branch at a point adjacent to the South Gippsland Highway one kilometre south of Gwyther's Siding Road or any point downstream of the specified point;
 - c) include water taken in accordance with paragraph a) and b) when calculating the Authority's share of flow in the waterway in sub-clause 7.1 of Bulk Entitlement (Meeniyah) Conversion Order 1997;
 - d) install equipment for monitoring dissolved oxygen and electro conductivity units at a point in the Tarwin River nominated by the West Gippsland Catchment Management Authority, and while the Authority is taking water to supply Leongatha/Koonwarra water supply system, take weekly measurements of dissolved oxygen and electro conductivity and report the measurements to the West Gippsland Catchment Management Authority once per month.
5. Whereas I have qualified Surface Water Licence No. 9026456 to allow South Gippsland Region Water Authority to take a larger volume of water, and in order to make that volume available to South Gippsland Region Water Authority, I direct South Gippsland Region Water Authority, in respect of Surface Water Licence No. 9026456, to:
 - a) take water from the waterway only if the concentration of dissolved oxygen at the first pool immediately downstream of Wild Dog Valley Road is:
 - greater than 5 milligrams per litre measured as an average over any 24 hour period; or
 - not less than 4 milligrams per litre measured at any time; and
 - b) replace condition 4 of the third schedule to the licence with: The Licensee must continuously monitor the concentration of dissolved oxygen in the first pool immediately downstream of Wild Dog Valley Road;
 - c) undertake the fish and macroinvertebrate survey referred to in condition 5 of the third schedule to the licence by 31 May 2007; and
 - d) the obligation imposed by condition 6 is removed.

Dated 31 October 2006

JOHN THWAITES
Minister for Water, Environment and Climate Change

Planning and Environment Act 1987

CASEY PLANNING SCHEME

Notice of Approval of Amendment
Amendment C89

The Minister for Planning has approved Amendment C89 to the Casey Planning Scheme.

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

The Amendment introduces a Telecommunications Facilities Policy at Clause 22.19 and a Satellite Dishes Policy at Clause 22.20, and makes associated changes to Clauses 21.05, 21.06 and 21.12 of the Municipal Strategic Statement.

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 Casey City Council, Magid Drive, Narre Warren.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987

GREATER GEELONG PLANNING SCHEME

Notice of Approval of Amendment
Amendment C107

The Minister for Planning has approved Amendment C107 to the Greater Geelong Planning Scheme.

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

The Amendment rezones 97–105 West Fyans Street, Newtown from Residential 1 Zone to Business 4 Zone and deletes Design and Development Overlay Schedule 14 from the land.

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

Permit No: 1738/2004.

Description of land: 101–105 West Fyans Street, Newtown.

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 Greater Geelong City Council, 131 Myers Street, Geelong.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987

HOBSONS BAY PLANNING SCHEME

Notice of Approval of Amendment
Amendment C56 Part 2

The Minister for Planning has approved Amendment C56 Part 2 to the Hobsons Bay Planning Scheme.

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

The Amendment introduces a new local policy for Outdoor Advertising Signage at Clause 22.11.

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 Hobsons Bay City Council, 115 Civic Parade, Altona.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987

HORSHAM PLANNING SCHEME

Notice of Approval of Amendment
Amendment C22

The Minister for Planning has approved Amendment C22 to the Horsham Planning Scheme.

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

The Amendment:

- modifies Clauses 21.02 and 21.04 of the Municipal Strategic Statement;
- inserts Clause 22.10 'Floodplain Management Policy';
- amends the Schedule to Land Subject to Inundation Overlay;
- introduces Schedule 9 to the Design and Development Overlay;
- introduces the Floodway Overlay and the Schedule to the Floodway Overlay; and
- modifies the application of the Land Subject to Inundation Overlay and Floodway Overlay to land throughout the municipality.

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 Horsham Rural City Council, Roberts Avenue, Horsham.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987

MORNINGTON PENINSULA
PLANNING SCHEME

Notice of Approval of Amendment

Amendment C80 Part 1

The Mornington Peninsula Shire Council has approved Amendment C80 Part 1 to the Mornington Peninsula Planning Scheme.

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

The land affected by the Amendment comprises: Lot F Ranelagh Estate, Mount Eliza; Part 8 Albert Street, Mornington; 1075 Nepean Highway, Mornington; 15 Finlayson Avenue, Mount Martha; and 124 and 126 Eramosa Road East, Somerville.

The Amendment:

- rezones land being part Lot F Ranelagh Estate, Mount Eliza from a Public Use 6 Zone to a Public Park and Recreation Zone.
- applies the Heritage Overlay to part 8 Albert Street, Mornington.
- deletes the Heritage Overlay from 1075 Nepean Highway, Mornington.
- applies the Heritage Overlay to 15 Finlayson Avenue, Mount Martha.
- replaces the DDO7 which applies to 124 and 126 Eramosa Road East, Somerville with DDO6.

The Amendment was approved by the Mornington Peninsula Shire on 22 December 2006 in accordance with authorisation given by the Minister under section 11(1) of the **Planning and Environment Act 1987**. The authorisation has not been withdrawn.

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 Mornington Peninsula Shire Council, Mornington Office, 2 Queen Street, Mornington; Hastings Office, Marine Parade, Hastings; and Rosebud Office, Besgrove Street, Rosebud.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987

WARRNAMBOOL PLANNING SCHEME

Notice of Approval of Amendment

Amendment C28

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

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

The Amendment rezones land at 82 Raglan Parade, Warrnambool from part Residential 1

Zone (R1Z) and part Business 4 Zone (B4Z) to Business 1 Zone (B1Z), and also removes the Development Plan Overlay (DPO1) and Design and Development Overlay (DDO4).

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 Warrnambool City Council, 25 Liebig Street, Warrnambool.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987
WARRNAMBOOL PLANNING SCHEME
Notice of Approval of Amendment
Amendment C31

The Minister for Planning has approved Amendment C31 to the Warrnambool Planning Scheme.

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

The Amendment rezones land at 164 Raglan Parade, Warrnambool from part Residential 1 Zone (R1Z) and part Business 4 Zone (B4Z) to Business 1 Zone (B1Z), updates the schedule to the Business 1 Zone as it applies to this site, and also removes of the Development Plan Overlay (DPO1) and Design and Development Overlay (DDO4).

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 Warrnambool City Council, 25 Liebig Street, Warrnambool.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987
WYNDHAM PLANNING SCHEME
Notice of Approval of Amendment
Amendment C31

The Minister for Planning has approved Amendment C31 to the Wyndham Planning Scheme.

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

The Amendment rezones approximately 0.25 hectares of land described as part of Lot 1 on PS 416641R and known as 52–64 Old Geelong Road, Hoppers Crossing from a Public Use Zone (Schedule 4 – Transport) to a Business 4 Zone.

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 Wyndham City Council, Princes Highway, Werribee.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987
GREATER DANDENONG
PLANNING SCHEME
Notice of Lapsing of Amendment
Amendment C67

The Greater Dandenong City Council has resolved to abandon Amendment C67 to the Greater Dandenong Planning Scheme.

The Amendment proposed to rezone land in Keysborough South and Lyndhurst from Rural Zone to Industrial 1 Zone to allow expansion of the Dandenong South industrial area.

The Amendment lapsed on 1 December 2006.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

Planning and Environment Act 1987MORNINGTON PENINSULA
PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C80 Part 2

The Mornington Peninsula Shire Council has resolved to abandon Amendment C80 Part 2 to the Mornington Peninsula Planning Scheme.

The Amendment proposed to rezone part of Lot G, Ranelagh Estate and 128 and 130 Mount Eliza Way, Mount Eliza from partly a Residential 1 Zone and partly a Public Use Zone 6 to a Public Park and Recreation Zone.

The Amendment lapsed on 23 November 2006.

GENEVIEVE OVERELL
Deputy Secretary
Built Environment
Department of Sustainability
and Environment

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

As from 1 January 2007 the pricing structure for the Victoria Government Gazette and Victorian Government Legislation is as follows.

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.

<i>Price Code</i>	<i>No. of Pages (Including cover and blank pages)</i>	<i>Price*</i>
A	1–16	\$3.80
B	17–32	\$5.70
C	33–48	\$7.80
D	49–96	\$12.20
E	97–144	\$15.75
F	145–192	\$18.65
G	193–240	\$21.50
H	241–288	\$22.90
I	289–352	\$25.75
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