



Victoria Government Gazette

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GENERAL

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As from 13 November 2008

The last Special Gazette was No. 304 dated 12 November 2008.

The last Periodical Gazette was No. 2 dated 31 October 2008.

How To Submit Copy

- See our webpage www.craftpress.com.au
 - or contact our office on 9642 5808
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-

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

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
CHRISTMAS PERIOD 2008**

Please Note:

The final Victoria Government Gazette (General) for 2008 (G52/08) will be published on **Wednesday 24 December 2008**.

Copy deadlines:

Private Advertisements **9.30 am on Friday 19 December 2008**

Government and Outer
Budget Sector Agencies Notices **9.30 am on Monday 22 December 2008**

Office Hours:

The Victoria Government Gazette Office is open during normal office hours over the holiday period, i.e. 8.30 am to 5.30 pm Monday to Friday, excluding public holidays.

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

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
NEW YEAR WEEK 2009**

Please Note:

The Victoria Government Gazette (General) for New Year week (G1/09) will be published on **Friday 2 January 2009**.

Copy deadlines:

Private Advertisements **9.30 am on Monday 29 December 2008**

Government and Outer
Budget Sector Agencies Notices **9.30 am on Monday 29 December 2008**

Office Hours:

The Victoria Government Gazette Office is open during normal office hours over the holiday period, i.e. 8.30 am to 5.30 pm Monday to Friday, excluding public holidays.

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JENNY NOAKES
Government Gazette Officer

VICTORIA GOVERNMENT GAZETTE

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JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

**NOTICE OF DISSOLUTION
OF PARTNERSHIP**

Notice is hereby given that the partnership herebefore subsisting between Kelly Belinda Scheen and Tania Pozzer carrying on the business of holiday rental and accommodation booking in the State of Victoria under the registered business name of 'Bay Stayz' has been dissolved by notice as from 31 October 2008.

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

Re: Estate ALBERTA HELENA LEDERMAN, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of ALBERTA HELENA LEDERMAN, late of 58 Milton Parade, Malvern, Victoria, gentlewoman, who died on 16 May 2008, are to send particulars of their claims to the personal representative/s, care of the undermentioned solicitors, by 14 January 2009, after which date the personal representative/s will distribute the assets, having regard only to the claims of which they then had notice.

BRUCE M. COOK & ASSOCIATES,
barristers and solicitors
Level 1, 114 William Street, Melbourne, Vic.
3000.

Re: IDA ALICE MAY BAXTER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of IDA ALICE MAY BAXTER, late of Mayflower Aged Care, 7 Centre Road, Bentleigh, Victoria, and formerly of 110 Cityview Road, North Balwyn, in the said State, widow, deceased, who died on 22 July 2008, are required by the executor to send particulars of their claims to him, care of the undermentioned solicitors, by 30 April 2009, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which he then shall have notice.

DONALD & RYAN LAWYERS, solicitors,
304 High Street, Kew 3101.

Re: Estate of ROBERT JOHN JEFFREYS.

Creditors, next-of-kin or others having claims in respect of the estate of ROBERT JOHN JEFFREYS, formerly of 320 Gorton Drive, Mystic Park, but late of Unit 2/83 Wellington Street, Kerang, in the State of Victoria, retired orchardist, deceased, who died on 21 December 2007, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 24 January 2009, after which executors will distribute the assets, having regard only to the claims of which they then have notice.

DWYER MAHON & ROBERTSON, legal practitioners,
Beveridge Dome, 194–208 Beveridge Street,
Swan Hill 3585.

Re: ROY ERIC PIERSON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of ROY ERIC PIERSON, late of 34 Box Street, Doveton, Victoria, retired, deceased, who died on 10 March 2008, are required to send particulars of their claims to the executor, care of the undermentioned solicitors, by 28 February 2009, after which date the executor will distribute the assets, having regard only to the claims of which he then has notice.

E. P. JOHNSON AND DAVIES,
52 Collins Street, Melbourne 3000.

Creditors, next-of-kin and others having claims in respect of the estate of JACK BUNTIN, late of View Hill Manor High Care, 111 Reema Boulevard, Endeavour Hills, formerly of 9/27 King Street, Prahran, deceased, who died on 24 May 2008, are required to send particulars of their claims to Equity Trustees Limited, ACN 004 031 298, in the Will called Equity Trustees Executors and Agency Company Limited, of 575 Bourke Street, Melbourne, Victoria, the executor of the Will of the deceased, by 14 January 2009, after which date the executor may distribute the assets, having regard only to the claims of which it then has notice.

EQUITY TRUSTEES LIMITED
ACN 004 031 298
Level 2, 575 Bourke Street, Melbourne, Vic.
3000.

Re: JOAN EVELYN WILKINS, formerly of St James, but late of Allawah Hostel, Yarrowonga, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 August 2008, are required by the trustee, Mark Robert Christopher Pond, in the Will called Mark Pond, of 'Marchwood' St James Road, St James, Victoria, postmaster, to send particulars to the trustee, by 13 January 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

HARRISON DOBSON & COTTRILL,
solicitors,
2 Bridge Street, Benalla 3672.

Re: NEVA EVELYN CAIN, late of 18 Malvern Avenue, Glen Iris, Victoria 3146, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 May 2008, are required by the trustees, Michael Joseph Cain and Bryan Joseph Cain, to send particulars to the trustees, care of the undermentioned lawyers, by 13 January 2009, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

KLOOGER FORBES HASSETT, lawyers,
Level 1, 1395 Toorak Road, Camberwell 3124.

RE: LOIS MYRA HOWIE, late of 39 Yongala Avenue, Balwyn, Victoria, teacher, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 15 April 2008, are required by the executors, Beryl Lucinda Howie and Alison Mary Thom, to send particulars to them, care of Marsh and Maher of Level 15, 190 Queen Street, Melbourne, by 22 January 2009, after which date the executors intend to convey or distribute the assets of the estate, having regard only to the claims of which the executors may have notice.

MARSH & MAHER,
Level 15, 190 Queen Street, Melbourne 3000.

Re: JOHN GEORGE FECHNER, late of 61 Lafayette Street, Traralgon, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 August 2008, are required by the trustee, Paul Anthony McDonough, to send particulars to the trustee, care of the below-mentioned solicitors, by 22 January 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

McDONOUGH & CO., solicitors,
68 Seymour Street, Traralgon 3844.

THOMAS HUGH GARNHAM, late of Armitage House Nursing Home, Baillieu Street West, Wonthaggi, Victoria, but formerly of 1/43 Murray Street, Wonthaggi, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 October 2008, are required by the executor, ANZ Trustees Limited, ACN 006 132 332, of 100 Queen Street, Melbourne, Victoria, to send particulars to it, by 13 January 2009, 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 3000.

DONALD EDWARD CLARENCE WEBER, late of 32 Bayview Road, Officer, Victoria, gentleman, deceased.

Creditors, next-of-kin and others having claim in respect of the estate of the deceased, who died on 9 October 2008, are required by the executors, Margot Lynette Evans and Russell Clarence Weber of 1-5 Observatory Road, Mount Dandenong, to send particulars to them, by 15 January 2009, after which date they may convey or distribute the assets, having regard only to the claims of which they have notice.

MONASH LAW, solicitors,
1 Calgary Court, Glen Waverley 3150.

VERNA MURIEL GUNNING, deceased, late of Kirkbrae Presbyterian Homes, 794 Mt Dandenong Road, Kilsyth, Victoria, pensioner.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 August 2008, are required by the

executors, Chris Novatsis and Chris Alexander, to send particulars of such claims to the said executors, by 12 January 2009, after which date the executors will distribute the assets, having regard only to the claims of which they have notice.

NOVATSI & ALEXANDER, lawyers,
980 High Street, Reservoir 3073.

Re: IRENE JOYCE STOREN, late of Silverwood Hostel Aged Care, 105 Porter Street, Templestowe, Victoria, home duties, deceased.

Creditors, next-of-kin and all other persons having claims against the estate of the said deceased, are required by Peter John Storen, Elaine Joyce Vautier and Denise Evelyn Ballard, the executors of the estate of the said deceased, to send particulars of such claims to them, care of the undermentioned solicitors, by the date being two calendar months from the date of this advertisement, after which date they will distribute the estate, having regard only to the claims of which they then have notice.

RYAN, MACKAY & McCLELLAND,
solicitors,
65 Main Street, Greensborough 3088.

Re: CATHERINE AGNES GILMARTIN, late of Mercy Aged Care, Colac, nurse, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 July 2008, are required by the deceased's personal representative, Brian Patrick Lloyd, to send particulars to the personal representative, care of the undermentioned solicitors, by 16 January 2009, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Re: MAVIS ELIZABETH CROWE, late of Eltham Lodge, Diamond Street, Eltham, Victoria 3095, but formerly of 99 Glen Park Road, Eltham, Victoria 3095, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 July 2008, are required by the executors, Barbara Mary Forbes and Trevor William Crowe, to send particulars to the executors, care of the undermentioned solicitors, by 26 January 2009, after which date the

executors may convey or distribute the assets, having regard only to the claims of which the executors have notice.

W. CAREW HARDHAM & GARTLAN,
solicitors,
974 Main Road, Eltham 3095.

Re: NORMA McVEIGH, late of 44 Stephen Street, Yarraville.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 August 2008, are required to send particulars of their claims to Equity Trustees Limited of GPO Box 2307, Melbourne 3001, by 5 February 2009, after which date the executor may convey or distribute the assets, having regard only to the claims of which they may then have notice.

WILLS & PROBATE VICTORIA, lawyers,
Level 3, 20–22 McKillop Street, Melbourne
3000.

Re: PATRICIA ELIZABETH ROBINSON, late of 18 Salisbury Street, Balwyn, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 September 2008, are required to send particulars of their claims to the executor, care of GPO Box 1946, Melbourne, Victoria 3001, by 10 February 2009, after which date the executor may convey or distribute the assets, having regard only to the claims of which he may then have notice.

WILLS & PROBATE VICTORIA, lawyers,
Level 3, 20–22 McKillop Street, Melbourne
3000.

Re: STEPHEN HENRY WILSON, late of 8 Doongalla Road, The Basin, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 August 2008, are required to send particulars of their claims to the executor, care of GPO Box 1946, Melbourne 3001, by 5 February 2009, after which date the executor may convey or distribute the assets, having regard only to the claims of which she may then have notice.

WILLS & PROBATE VICTORIA, lawyers,
Level 3, 20–22 McKillop Street, Melbourne
3000.

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the —

<i>Name of Owner on Books and Last Known Address</i>	<i>Total Amount Due to Owner</i>	<i>Description of Unclaimed Money</i>	<i>Date when Amount first became Payable</i>
HOCKING STUART (CARLTON) PTY LTD			
	\$		
P. Kitchen, 67 Melrose Street, North Melbourne	900.00	Cheque	15/09/06

08322

CONTACT: KYLIE ANDERSON, PHONE: (03) 9340 1900.

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the —

<i>Name of Owner on Books and Last Known Address</i>	<i>Total Amount Due to Owner</i>	<i>Description of Unclaimed Money</i>	<i>Date when Amount first became Payable</i>
RIVERSIDE NURSING CARE PTY LTD (Subject to Deed of Company Arrangement) (in liquidation) ACN 005 377 453			
	\$		
Julie Anne Brown, 2/52 Park Street, Seaford	425.34	Cheque	18/05/06
Kylie Donald, Flat 1, 189 Orrong Road, Elsternwick	850.81	"	"
Elizabeth Knight, 26 Haig Avenue, Edithvale	449.48	"	"
Melissa Loader, 1 Market Court, Skye	478.55	"	"
Pamela Sampson, 3–7 Normanby Street, Cranbourne	223.32	"	"
Michelle Lee West, 35/149 Thames Promenade, Chelsea Heights	313.31	"	"
Trudy Willis, 5 Paddington Avenue, Carrum Downs	258.30	"	"
Danielle Eichhorn, 12 Calembeena Avenue, Hughesdale	415.29	"	"
Lisa Hadley, 2/24 Sarno Court, Cranbourne	528.58	"	"
Kathleen Scully, 6 Avondale Avenue, Chelsea	1,426.63	"	"

08327

CONTACT: DAVID J. LOFTHOUSE, DEED ADMINISTRATOR, PHONE: (03) 9639 4779.

Unclaimed Moneys Act 1962

Register of Unclaimed Moneys held by the —

<i>Name of Owner on Books and Last Known Address</i>	<i>Total Amount Due to Owner</i>	<i>Description of Unclaimed Money</i>	<i>Date when Amount first became Payable</i>
SCOTT WINTON			
	\$		
Mr and Mrs Ross and Susan McKenzie, 38 St Vincent Place, Albert Park	204.00	Cheque	12/07/05

08318

CONTACT: ELLA LEW, PHONE: (03) 8598 9411.

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

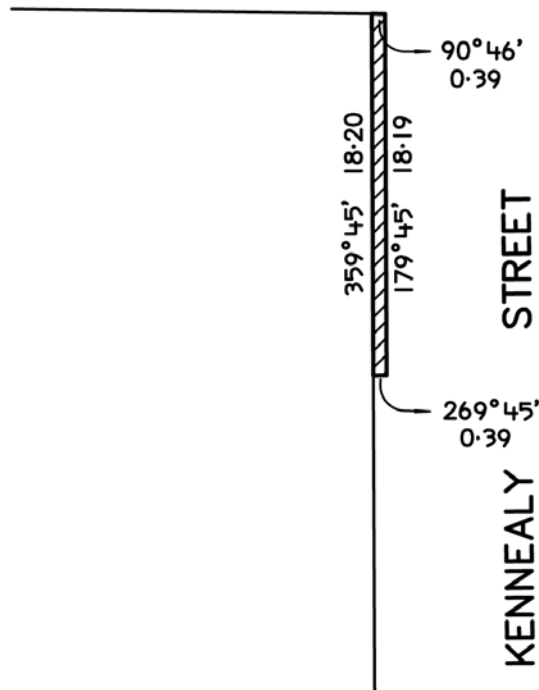
BOROONDARA CITY COUNCIL

Road Reserve Discontinuance

Pursuant to section 206 and schedule 10, clause 3 of the **Local Government Act 1989**, the Boroondara City Council has formed the opinion that the section of road reserve in Kennealy Street, Surrey Hills, adjoining 14 Tyndall Street, Surrey Hills, and shown by hatching on the plan below, is not reasonably required as a road reserve for public use and resolved to discontinue the road reserve and to sell the land from the road reserve by private treaty to the owner of 14 Tyndall Street, Surrey Hills.



TYNDALL STREET



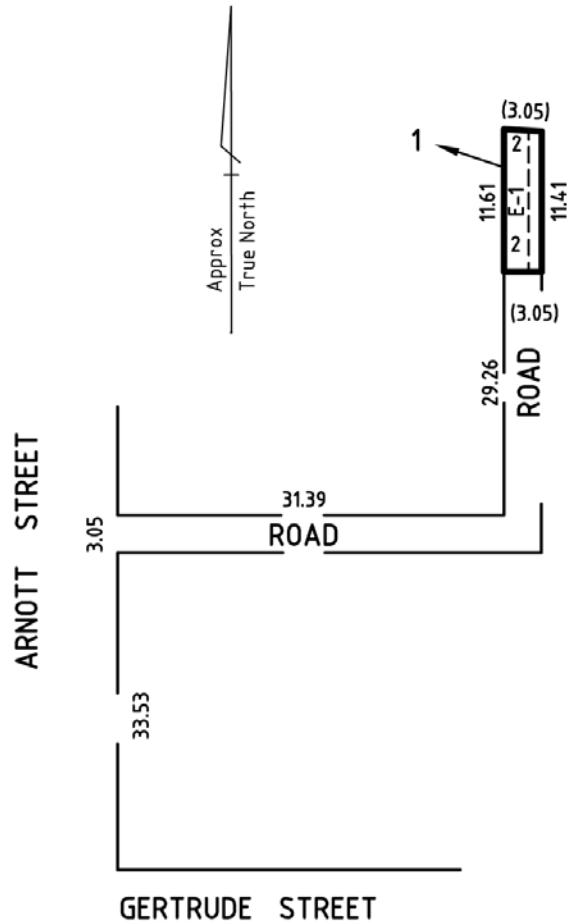
CATHERINE DALE
Chief Executive Officer

GREATER GEELONG CITY COUNCIL

Road Discontinuance

At its meeting on 24 June 2008 and acting under clause 3 of schedule 10 to the **Local Government Act 1989**, Greater Geelong City Council resolved to discontinue the road shown as Lot 1 on the plan below.

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

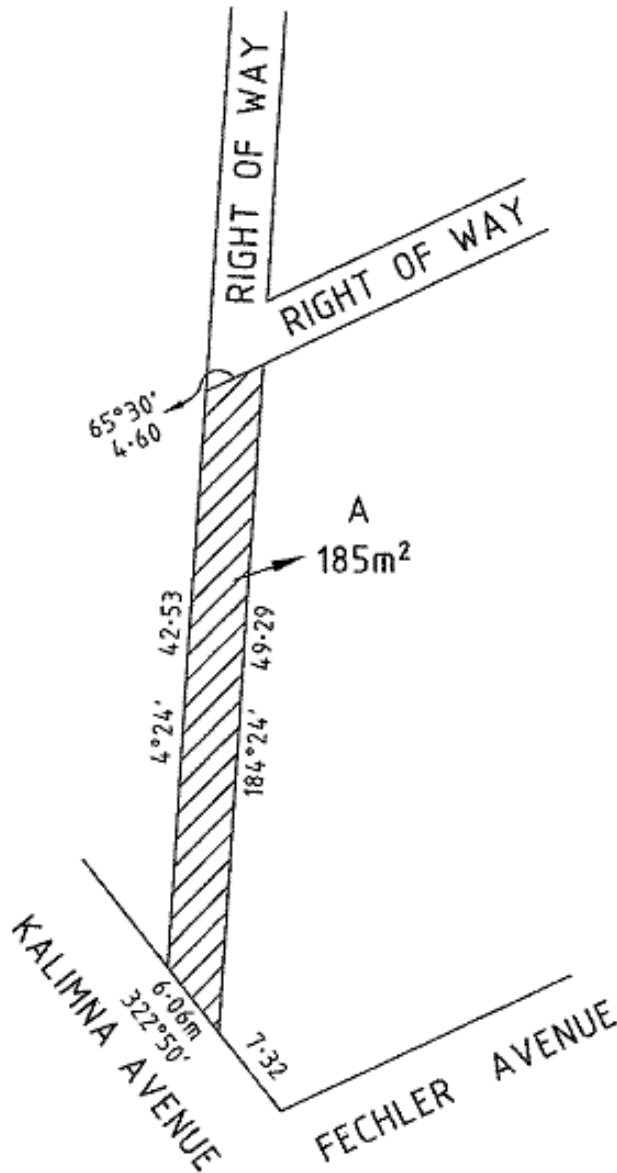


KAY RUNDLE
Chief Executive Officer

HORSHAM RURAL CITY COUNCIL

Road Discontinuance

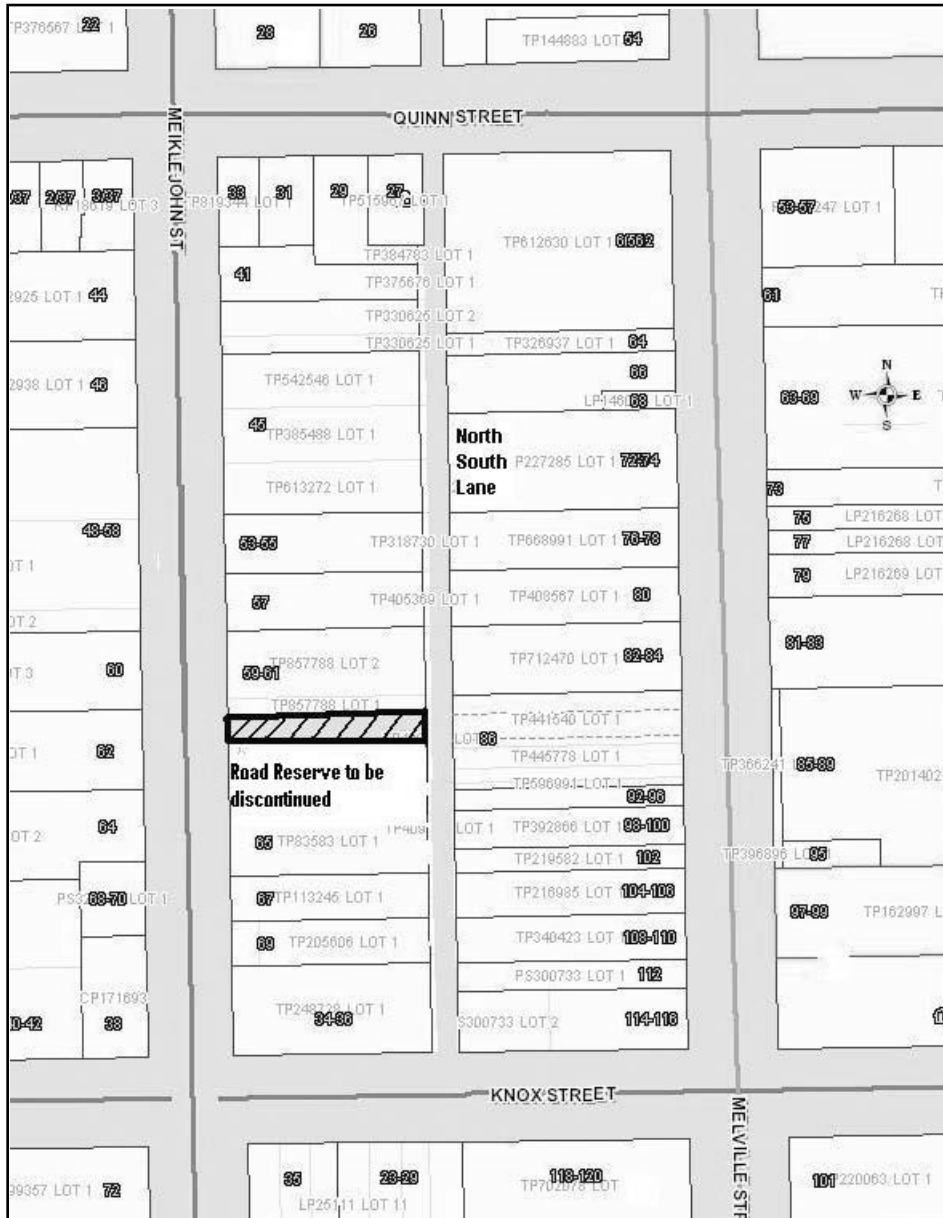
Pursuant to section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Horsham Rural City Council, at its Ordinary Meeting on Monday 3 November 2008, formed the opinion that the road being the laneway west of 24 Fechler Avenue, Horsham, being Lots 1 and 2, TP545776G (formerly Part Lots 96 and 97, PS010987) Parish of Horsham, and being situated south of Tena Avenue adjoining Kalimna Avenue, Horsham, and shown by hatching on the plan below, is not reasonably required as a road for public use and resolved to discontinue and close the road.



K. V. SHADE (Mr)
Chief Executive Officer

MOIRA SHIRE COUNCIL
 Proposed Road Discontinuance
 Laneway off Meiklejohn Street, Numurkah

At its meeting on 20 October 2008, Moira Shire Council, acting under section 206, Clause 3 of Schedule 10 of the **Local Government Act 1989**, resolved to discontinue the road reserve off Meiklejohn Street, Numurkah, as shown hatched in the attached plan.



MICHAEL COURTNEY
 Interim Chief Executive Officer



General (Amendment) Local Law 2008 No. 15

Council proposes to make General (Amendment) Local Law 2008 No. 15, to effect various amendments to General Local Law 2003 No. 7.

The Local Law has the objective of making provision or better provision for:

- the peace, order and good government of the municipality; and
- the protection and enhancement of the amenity and environment of the municipality.

The provisions in the proposed Local Law will allow an authorised officer to direct a person to leave a public place and not return for up to 24 hours, if the authorised officer is of the opinion the person is behaving in a manner that contravenes the behaviour provisions in General Local Law 2003 No. 7. The authorised officer is not to direct a person to move on unless it is reasonably necessary to uphold public safety, public order or the lawful enjoyment by others of the public place.

Copies of the proposed Local Law may be obtained from the Civic Centre during office hours or by contacting Barry Muir on 9784 1921.

Any person who wishes to make a submission to the proposed Local Law must lodge the submission in writing to Frankston City Council within 14 days of publication of this notice. Please note, that unless a submitter advises the City to the contrary, the submission will be made available to the public, as part of a Council agenda.

Council, in accordance with section 223 of the **Local Government Act 1989**, will consider all written submissions received within the prescribed time.

Any person lodging a submission should clearly state whether they wish to be heard in support of the submission. Such person/s will be heard by Council (or a committee established by Council for this purpose) and may be represented by a person acting on his or her behalf. Notification will be given of the date and time of the hearing.

GEORGE MODRICH
Chief Executive Officer



Order for Mandatory desexing of cats –
section 10 **Domestic (Feral and Nuisance)
Animals Act 1994**

Pyrenees Shire Council resolved at its meeting on 19 August 2008 to exercise its power to make an Order under section 10 of the **Domestic (Feral and Nuisance) Animals Act 1994**. The Order requires mandatory desexing of first time registered cats, except for those cats exempt under 10B of **Domestic (Feral and Nuisance) Animals Act 1994**.

This will take effect on 10 April 2009.

Order for Cat curfew between the hours of
sunset and sunrise – section 25 **Domestic
(Feral and Nuisance) Animals Act 1994**

At its meeting 19 August 2008, Pyrenees Shire Council has by resolution made an Order requiring a night curfew for cats within township zones of Avoca, Amphitheatre, Beaufort, Landsborough, Lexton, Moonambel, Snake Valley and Waubra. The hours of sunset and sunrise, to be defined by the Bureau of Meteorology.

Order requiring dogs to remain on leash –
section 26 of **Domestic (Feral and Nuisance)
Animals Act 1994**

Pyrenees Shire Council has by resolution, at its meeting 19 August 2008, made an Order requiring dogs to remain on leash within the business precincts of the townships of Avoca, Amphitheatre, Beaufort, Moonambel, Landsborough, Lexton, Snake Valley and Waubra. The dog on leash order will also apply to sign-posted areas around schools and kindergartens.

Local Law requiring a person in charge of a
dog to remove excrement – section 111 **Local
Government Act 1989**

At its meeting 19 August 2008, Pyrenees Shire Council has by resolution introduced a Local Law requiring an owner or person in charge of a dog to remove and dispose of excrement deposited in public places such as

foot paths streets nature strips and reserves. A person in charge of a dog must also carry a facility for the effective removal of dog excrement.

This will take effect upon publication in the Government Gazette and municipal newspapers.

STEPHEN CORNISH
Chief Executive Officer

Planning and Environment Act 1987

BENALLA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C23

Authorisation A001144

The Benalla Rural City Council has prepared Amendment C23 to the Benalla Planning Scheme.

In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Benalla Rural City Council as planning authority to prepare the Amendment. The Minister also authorised the Benalla Rural City Council to approve the Amendment under section 35B of the Act.

The land affected by the Amendment is 167 Sydney Road, Benalla, formally known as Lot 1 on TP123512.

The Amendment proposes to rezone the land at 167 Sydney Road, Benalla, from the Farming Zone (FZ) to the Special Use Zone 3 (SUZ3) and include a new Schedule 3 to the Special Use Zone at Clause 37.01.

You may inspect, free of charge, the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: office of the planning authority: Benalla Rural City Council, Civic Centre, Fawckner Drive, Benalla, 8.30 am to 5 pm weekdays; Department of Planning and Community Development website: www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is Monday 15 December 2008. A submission must be sent to the Benalla Rural City Council, PO Box 227, Benalla, Vic. 3671.

BRUCE STANDISH
Manager Planning and Environment

Planning and Environment Act 1987

CASEY PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C105

Authorisation No. A01123

The Casey City Council has prepared Amendment C105 to the Casey Planning Scheme.

In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Casey City Council as the planning authority to prepare the Amendment.

The land affected by the Amendment is known as:

- 160 Berwick–Cranbourne Road, Cranbourne East (Lot 2, PS 409054X);
- 1345 Ballarto Road, Cranbourne East (Lot 1, LP 63967); and
- 1365 Ballarto Road, Cranbourne East (Lot 2, LP 63967).

The Amendment proposes to:

- rezone part of 160 Berwick–Cranbourne Road, Cranbourne East (Casey Fields), from a Green Wedge Zone – Schedule ‘b’ (GWZ6) to a Public Park and Recreation Zone (PPRZ);
- amend the Schedule to Clause 52.03 – Specific Sites and Exclusions to prohibit further subdivision of this land;
- add a new incorporated document, ‘Part 160 Berwick–Cranbourne Road, Cranbourne East, August 2008’, to the Schedule to Clause 81.01; and
- apply a Public Acquisition Overlay – Municipal Purposes (PAO3) over the rear portion of the land at Nos. 1345 and 1365 Ballarto Road, Cranbourne East (Lots 1 and 2, LP 63967) to provide for the future acquisition of this land as part of the Casey Fields sports and recreation facility.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the office of the planning authority: City of Casey Customer Service Centre, Municipal Offices, Magid Drive, Narre Warren; City of Casey Customer Service Centre, Shop 8 (Bendigo Bank building), Amberly Park Shopping Centre, 101 Seebeck Drive, Narre Warren South; City of Casey Customer Service Centre, Cranbourne Park Shopping Centre (opposite Post Office), Cranbourne. This can be done during office hours and is free of charge.

The Amendment is also available for viewing on the Department of Planning and Community Development web site at www.dpcd.vic.gov.au/planning/publicinspection and on the City of Casey website at www.casey.vic.gov.au/planningexhibition

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

The closing date for submissions is 15 December 2008. A submission must be sent to: Planning Scheme Amendment Coordinator, City of Casey, PO Box 1000, Narre Warren, Vic. 3805.

Dated 13 November 2008

DUNCAN TURNER
Manager Planning

Planning and Environment Act 1987
GREATER DANDENONG PLANNING SCHEME
Notice of Preparation of Amendment
Amendment C96
Authorisation AO853

The City of Greater Dandenong Council has prepared and is the planning authority for Amendment C96 to the Greater Dandenong Planning Scheme.

In accordance with section 9(2) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Greater Dandenong Council as the planning authority to prepare the Amendment C96 (AO853).

Amendment C96 applies to all residentially zoned land within the City of Greater Dandenong. The Amendment proposes to alter some Clause 54 and 55 standards in all Residential Zone schedules across the municipality as detailed in the explanatory report for the Amendment. Amendment C96 does not apply to non-residentially zoned land.

The proposed Clause 22.09 Residential Development and Neighbourhood Character Local Planning Policy in the Amendment does not apply to land included in the Logis Site (under Amendment C90), Keysborough South (stages one, two and three – the Keys and the Crystal Waters Estates (Amendment C36)) and land located within principal and major activity centres – (i.e. Dandenong, Springvale, Parkmore and Noble Park), as defined in the City of Greater Dandenong Neighbourhood Character Study (Sept 2007). The Residential Development and Neighbourhood Character Local Planning Policy does not apply to commercially zoned land within the Central Dandenong Declared Area.

Amendment C96 proposes to make the following changes to the Greater Dandenong Planning Scheme:

- the introduction of a new Residential Development and Neighbourhood Character Local Planning Policy within the Local Planning Policy Framework (LPPF) at Clause 22.09 to implement the land use planning recommendations of the City of Greater Dandenong Neighbourhood Character Study (Sept 2007);
- the modification of the Local Planning Policy Framework, including the Municipal Strategic Statement, to include the City of Greater Dandenong Neighbourhood Character Study (Sept 2007) as a Reference Document and to include reference to the City of Greater Dandenong Neighbourhood Character Study (Sept 2007) and the proposed Local Planning Policy in Clauses 21.04 and 21.06;

- the reduction in the area of the Residential 2 Zone to the east of the Dandenong Central Activities District, bounded by Stud Road, Clow Street, Ross Street and David Street;
- the introduction of a 'single skin' of Residential 2 Zone for residential properties located along and directly facing Princes Highway;
- the introduction of the Residential 3 Zone to correspond with the majority of the proposed Incremental Change Areas identified in the City of Greater Dandenong Neighbourhood Character Study (Sept 2007), except within 400 m of the Parkmore Activity Centre (B1) Zone in Keysborough; and
- the modification of the schedules to the Residential 1, Residential 2, Residential 3 Zones to vary certain Clause 55 (ResCode) provisions to correspond with the recommendations of the City of Greater Dandenong Neighbourhood Character Study (Sept 2007) in relation to the three 'future character areas' identified for the municipality.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the office of the planning authority, the City of Greater Dandenong, Dandenong Office, 39 Clow Street, Dandenong; and the Victorian State Government, Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection. This can be done during office hours and is free of charge.

Amendment C96 may also be downloaded from the Greater Dandenong Council website at: <http://www.greaterdandenong.com/>

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

The closing date for submissions is 30 January 2009.

A submission must be sent to: Mr Jody Bosman – Manager Planning and Design, City of Greater Dandenong, Dandenong Office, 39 Clow Street, Dandenong, Vic. 3175.

This notice is placed in lieu of direct notification of owners and occupiers under section 19(1)(b) of the **Planning and Environment Act of 1987** (The Act) pursuant to section 19(1A) of the Act. Council as the planning authority for the Amendment considers it impractical given the large number of owners and occupiers affected by the proposal to give individual notice of the Amendment to each owner and occupier under subsection 19(1)(b) of the Act. All affected persons still have a right to lodge a submission and be heard by a panel pursuant to section 21 and 21A of the Act.

MR JODY BOSMAN
Manager Planning and Design

Planning and Environment Act 1987

GREATER GEELONG PLANNING SCHEME

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**

Amendment C93 and Planning Permit Application 413/2004

Authorisation No. A1140

The Greater Geelong City Council has prepared Amendment C93 to the Greater Geelong Planning Scheme. This Amendment is combined with planning permit 413/2004.

The land affected by the Amendment is 23–31 Mercer Street and 6–18 Oxley Street, Portarlington, together with a portion of the adjoining Dylene Caravan Park.

The Amendment proposes to rezone the land from Rural Living Zone to Residential 1 Zone.

The planning permit application is to use and develop the land for a retirement village. The applicant for the permit is Tract Consultants P/L on behalf of Peninsula Lifestyle Developments.

You may inspect the Amendment, the explanatory report about the Amendment, the application, and any documents that support the Amendment and application, including the proposed permit, free of charge, at the following locations during office hours: at the office of the planning

authority City of Greater Geelong, Customer Service Centre, Ground Floor, 131 Myers Street, Geelong; Drysdale Customer Service Centre, 18–20 Hancock Street, Drysdale; electronically via Have Your Say section of the City's website at: www.geelongaustralia.com.au/Accessing_Council/Public_Comment_-_Your_Say/; and electronically via Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection

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

For further information about Amendment C93, please contact the Strategic Implementation Unit at the City of Greater Geelong on (03) 5272 4820.

The closing date for submissions is Monday 15 December 2008. Submissions must be in writing and sent to The Coordinator, Strategic Planning Unit, City of Greater Geelong, either by mail to PO Box 104, Geelong, Vic. 3220; or by e-mail to strategicplanning@geelongcity.vic.gov.au

Any person who may be affected by the Amendment may make a submission to the planning authority. Please be aware that all submissions will be made available to the applicant and copies of objections/submissions received may be made available to any person for the purpose of consideration as part of the planning process. Submissions can be viewed at the office of the planning authority, City of Greater Geelong, Ground Floor, 131 Myers Street, Geelong, until the end of two months after the Amendment comes into operation or lapses. Anonymous submissions will not be considered.

PETER SMITH
Coordinator Strategic Implementation

Planning and Environment Act 1987

GREATER GEELONG PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C166

Authorisation A1109

The Greater Geelong City Council has prepared Amendment C166 to the Greater Geelong Planning Scheme.

In accordance with section 8A(3) of the **Planning and Environment Act 1987**, the Minister for Planning authorised the Greater Geelong City Council as planning authority

to prepare the Amendment. The Minister also authorised the Greater Geelong City Council to approve the Amendment under section 35B of the Act.

The land affected by the Amendment is located at 240 Bacchus Marsh Road, Corio.

The amendment proposes to rezone the affected land from Residential 1 Zone (R1Z) to Business 3 Zone (B3Z), to remove Schedule 14 to the Design and Development Overlay (DDO14) from the land and introduce a new Schedule to the Design and Development Overlay (DDO 19) to the land.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: during office hours at the office of the planning authority, City of Greater Geelong, Ground Floor, 131 Myers Street, Geelong; City of Greater Geelong Customer Service Centre, Corio Village Shopping Centre, Bacchus Marsh Road, Corio; electronically via the Have your Say section of the City's website at: www.geelongaustralia.com.au/Accessing_Council/Public_Comment_-_Your_Say/; and electronically via the Department of Planning and Community Development website at: www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is Monday 15 December 2008. Submissions must be in writing and sent to The Co-ordinator, Strategic Implementation Unit, City of Greater Geelong, either by mail to PO Box 104, Geelong, Vic. 3220; or by e-mail to strategicplanning@geelongcity.vic.gov.au

Any person who may be affected by the Amendment may make a submission to the planning authority. Please be aware that all submissions will be made available to the applicant and copies of objections/submissions received may be made available to any person for the purpose of consideration as part of the planning process. Submissions can be viewed at the office of the planning authority, City of Greater Geelong, Ground Floor, 131 Myers Street, Geelong, until the end of two months after the Amendment comes into operation or lapses. Anonymous submissions will not be considered.

PETER SMITH
Co-Ordinator Strategic Implementation

Planning and Environment Act 1987

LATROBE PLANNING SCHEME

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

Amendment C51

Authorisation No. A01121

Planning Permit Application 2008/316

The land affected by the Amendment is approximately 6.6 hectares of land fronting Craighburn Place, Traralgon. The subject land comprises one title described as Lot 1 Title Plan 886472Y, Volume 8388 Folio 146.

The land affected by the application is as described above.

The Amendment proposes to:

- rezone Lot 1 Title Plan 886472Y Volume 8388 Folio 146, Craighburn Place, Traralgon, from Farming Zone to Residential 1 Zone and applies a Development Plan Overlay (DPO) to the entire area described above. This will include the introduction of the Development Plan Overlay and new overlay schedule at Clause 43.04; and
- amend the Municipal Strategic Statement (MSS) contained in the Local Planning Policy Framework (LPPF) to include reference to the subject land and the development of education facilities on this site.

The application is for a permit for the use as an education centre as well as the development of Stage 1 of an education centre.

The person who requested the Amendment is SM Urban on behalf of Flinders Christian Community College.

The applicant for the permit is SM Urban on behalf of Flinders Christian Community College.

You may inspect the Amendment, the explanatory report about the Amendment, the application, and any documents that support the Amendment and the application, including the proposed permit, free of charge, at the following locations: during office hours, at the office of the planning authority: Latrobe City Corporate Headquarters, 141 Commercial Road, Morwell; or Traralgon Service Centre, 34–38 Kay Street, Traralgon; and at the Department of Planning and Community Development website: www.dpcd.vic.gov.au/planning/publicinspection

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 Monday 15 December 2008. A submission must be sent to the Latrobe City Council, PO Box 264, Morwell, Vic. 3840.

PAUL BUCKLEY
Chief Executive Officer

Planning and Environment Act 1987

YARRA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C99

Authorisation A1023

The City of Yarra (Council) has prepared Amendment C99 to the Yarra Planning Scheme.

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

The land affected by the Amendment is located within the Industrial 3 Zone to the south of Victoria Gardens shopping centre.

The Amendment proposes to rezone the subject land from Industrial 3 Zone (IN3Z) to Mixed Use Zone (MUZ) and replace the existing Design and Development Overlay (DDO4) with a new Design and Development Overlay (DDO9). The Amendment also places an Environmental Audit Overlay (EAO) to the affected properties.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment at the following locations: at the offices of the planning authority, City of Yarra Council, Richmond Town Hall – 333 Bridge Road, Richmond 3121; the City of Yarra website: www.yarracity.vic.gov.au/planning; and the Department of Planning and Community Development website: www.dpcd.vic.gov.au/planning/publicinspection

The Amendment can also be inspected at the Richmond library, located at 415 Church Street, Richmond, during library opening hours.

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

The closing date for submissions is Monday 15 December 2008. A submission must be sent to the City of Yarra, PO Box 168, Richmond 3121, or by email to info@yarracity.vic.gov.au

VIVIEN WILLIAMSON
Manager Strategic and Economic Planning

Creditors, next-of-kin and others having claims against the estate of any of the under-mentioned 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 12 January 2009, 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.

DOLAN, Claire Mary, late of Viva Care At Albion, 3 Moreland Road, Essendon, Victoria 3040, pensioner and who died on 12 July 2008.

GARDNER, Alice Jean, late of MacLeod Nursing Home, 118 Somers Avenue, MacLeod, Victoria 3085, retired and who died on 24 August 2008.

KARKLINS, Karolina, late of 21 St Vigeons Road, Reservoir, Victoria 3073, home duties and who died on 2 January 1996.

McKINNON, Ian David, late of 5 Wynnstey Road, Prahran, Victoria 3181, who died on 11 May 2008.

MILLER, Nellie Joyce, late of 15 Woodmason Road, Boronia, Victoria 3155, married woman and who died on 15 August 2008.

POLTROCK, Laurence Paul, late of Unit 2/31 Shepparson Avenue, Carnegie, Victoria 3163, retired and who died on 12 June 2008.

WALKER, John Henry, late of 4 Curtin Drive, Sunbury, Victoria 3429, aircraft electrician and who died on 11 April 2008.

WARREN, Loris Ruth, late of Victoria Heights Residential Care, 41–47 Victoria Street, Bendigo, Victoria 3550, retired and who died on 28 June 2008.

Dated 3 November 2008

ROD SKILBEK
Manager
Executor and Trustee Services

EXEMPTION

Application No. A255/2008

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 83 of the **Equal Opportunity Act 1995** by Casey City Council and the YMCA ('the Applicants') for exemption from sections 13, 14, 42, 65 and 195 of that Act. The application for exemption is to enable the Applicants to engage in the exempt conduct.

In this exemption, 'exempt conduct' means – the opening of the Casey Aquatic and Recreation Centre (corner Overland Drive and Princes Highway, Narre Warren) on any Friday evening between 8.00 pm and 10.00 pm (both inclusive) for women only, to staff that centre with women only during those hours and to advertise that service.

Upon reading the material submitted in support of the application and upon hearing submissions from Ms Dall'Oglio on behalf of

the Applicants and for the Reasons for Decision given by the Tribunal on 5 November 2008, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 13, 14, 42, 65 and 195 of the Act to enable the Applicants to engage in the exempt conduct.

The Tribunal hereby grants an exemption to the applicant from the operation of sections 13, 14, 42, 65 and 195 of the Act to enable the Applicants 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 12 November 2011.

Dated 5 November 2008

C. McKENZIE
Deputy President

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

Date of Auction: Saturday 13 December 2008
at 1.00 pm on site.

Reference: F97/04479.

Address of Property: Olsens Road, Boolarra.

Crown Description: Crown Allotment 2005,
Parish of Gunyah Gunyah.

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

Area: 6.541ha.

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

Selling Agent: B. J. Bennett & Co. Real Estate
Pty Ltd (Professionals), 66 Ridgeway,
Mirboo North, Vic. 3871.

TIM HOLDING MP
Minister for Finance, WorkCover
and the Transport Accident Commission

Adoption Act 1984

Under the functions and powers assigned to me by the Secretary to the Department of Human Services under section 8A(1) of the **Health Act 1958** in relation to section 5(2) of the **Adoption Act 1984**, I, Keith Smith, give approval of the

following person under section 5(1) and section 5(2) of the **Adoption Act 1984** as an approved counsellor for the purposes of section 35 and section 87 of the **Adoption Act 1984**.

Name: Renu Barnes

KEITH SMITH
Manager Community Care
Southern Metropolitan Region

Cemeteries and Crematoria Act 2003

SECTION 41(1)

Notice of Approval of
Cemetery Trust Fees and Charges

I, Pauline Ireland, as Delegate of the Secretary to the Department of Human Services for the purposes of section 40(2) of the **Cemeteries and Crematoria Act 2003**, give notice that I have approved the memorial permit fees fixed by the following cemetery trusts. The approved memorial permit fees will take effect from the date of publication of this notice in the Government Gazette and will be published on the internet.

The Glendaruel Cemetery Trust
The Learmonth Cemetery Trust
The Pakenham Cemetery Trust
The Beechworth Cemetery Trust
The Chiltern (New) Cemetery Trust
The Donald Cemetery Trust
The Macedon Cemetery Trust
The Hazelwood Cemetery Trust
The Frankston Cemetery Trust
The Winchelsea Cemetery Trust
The Mount Moriac Cemetery Trust
The Lorne Cemetery Trust
The Lexton Cemetery Trust
The Sale Cemetery Trust
The Eddington Cemetery Trust
The Linton Cemetery Trust
The Dunolly (New) Cemetery Trust
The Bowmans Forest Cemetery Trust
The Leongatha Cemetery Trust
The Elphinstone Cemetery Trust
The Toongabbie Cemetery Trust
The Korrumburra Cemetery Trust

The Alberton Cemetery Trust
 The Willaura Cemetery Trust
 The Devenish Cemetery Trust
 The Apollo Bay Cemetery Trust
 The Gisbourne Cemetery Trust
 The Clunes Cemetery Trust
 The Mansfield Cemetery Trust
 The Jamieson Cemetery Trust
 The Bonnie Doon Cemetery Trust
 The Merton Cemetery Trust
 The Eildon Weir Cemetery Trust

PAULINE IRELAND
 Assistant Director
 Food Safety and Regulatory Activities

Cemeteries and Crematoria Act 2003

SECTION 41(1)

Notice of Approval of Cemetery Trust Fees and Charges

I, Pauline Ireland, as Delegate of the Secretary to the Department of Human Services for the purposes of section 40(2) of the **Cemeteries and Crematoria Act 2003**, give notice that I have approved the scales of fees and charges fixed by the following cemetery trusts. The approved scales of fees and charges will take effect from the date of publication of this notice in the Government Gazette and will be published on the internet.

The Beechworth Cemetery Trust
 The Bungaree Cemetery Trust
 The Lexton Cemetery Trust

PAULINE IRELAND
 Assistant Director, Food Safety and
 Regulatory Activities

Co-operatives Act 1996

BENALLA COLLEGE SCHOOL COUNCIL
 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 its registration will be dissolved.

Dated at Melbourne 13 November 2008

SIMON WILLSHIRE
 Deputy Registrar of Co-operatives
 Consumer Affairs Victoria

Country Fire Authority Act 1958

DECLARATION OF FIRE DANGER PERIOD

In pursuance of the powers conferred by section 4 of the **Country Fire Authority Act 1958**, I, Neil Graeme Bibby, Chief Executive Officer of the Country Fire Authority, after consultation with the Secretary to the Department of Sustainability and Environment, hereby declare the following periods to be the Fire Danger Period in the municipal districts of the municipalities or parts of municipalities specified, commencing on the dates shown and, unless varied by subsequent declaration, ending at 0100 hours on 1 May 2009.

To commence from 0100 hours on 17 November 2008:

City of Ballarat
 Hepburn Shire Council
 Mitchell Shire Council
 Murrindindi Shire Council
 Shire of Macedon Ranges
 Shire of Moorabool
 Shire of Melton
 City of Hume (Those portions not included in the Metropolitan Fire District)
 City of Whittlesea (Those portions not included in the Metropolitan Fire District)
 City of Wyndham (Those portions not included in the Metropolitan Fire District)
 Falls Creek Alpine Resort
 Mt Hotham Alpine Resort
 Mt Buller Alpine Resort

NEIL G. BIBBY AFSM
 Chief Executive Officer

Education and Training Reform Act 2006NOTICE OF MAKING OF AN ORDER
UNDER SECTIONS 2.3.2(6) AND 2.3.2(7)

An Order of the Minister for Education was made on 22 October 2008 under sections 2.3.2(6) and (7) of the **Education and Training Reform Act 2006** dissolving Netherby Primary School Council and making interim arrangements for the constitution of the school council and the disposal of the assets of the school council in the period prior to its dissolution.

BRONWYN PIKE, MP
Minister for Education

Electoral Act 2002RE-REGISTRATION OF
POLITICAL PARTIES

In accordance with section 58D of the **Electoral Act 2002**, the following parties are hereby re-registered:

Australian Labor Party – Victorian Branch
Citizens Electoral Council (Victorian Division)
Country Alliance
National Party of Australia – Victoria
Dated 5 November 2008

STEVE TULLY
Victorian Electoral Commission

Electoral Act 2002

DE-REGISTRATION OF POLITICAL PARTY

In accordance with section 58A of the **Electoral Act 2002**, the Australian Democrats – Victorian Division is hereby de-registered.

The Australian Democrats – Victorian Division has been de-registered because it failed to apply for re-registration by 27 October 2008, as required by section 58A of the **Electoral Act 2002**. The Australian Democrats – Victorian Division will be able to apply for re-registration from 27 April 2009.

Dated 11 November 2008

STEVE TULLY
Victorian Electoral Commission

Financial Management Act 1994VICTORIAN GOVERNMENT
PURCHASING BOARD

Supply Policies

In accordance with section 54L(3) of the **Financial Management Act 1994**, notice is given of the following new supply policies made by the Victorian Government Purchasing Board (VGPB) which came into effect on and from 13 November 2008.

Obtaining Quotes for Purchase up to \$150,000 policy

The minor policy change will permit departments to obtain a verbal quote, instead of a written quote, for low value purchases up to a maximum of \$2,500 (10% of the single quote threshold of \$25,000). Purchases for which verbal quotes are considered an acceptable business transaction could include seminar/workshop requisites, seminar/meetings catering, special offsite printing, non-catalogue office requisites, urgent repairs, etc.

Variations Process Approval policy

The policy notes that the APU has responsibility for approving all variations and requisitions in excess of \$100,000 in accordance with current Board policy and the accreditation of departments.

Tender Documents and Tender Processes policy; and Receiving and Recording Tender Submissions policy

The revision to these two policies concerns the obligations on departments to inform tenderers of their submission status at critical tender process stages and the timelines for providing the relevant advice.

The full text of the policies may be viewed on the Victorian Government Purchasing Board website, www.vgpb.vic.gov.au

Food Act 1984

SECTION 19DB

Registration of a

Food Safety Program Template

I, Pauline Ireland, Assistant Director, Food Safety and Regulatory Activities, under section 19DB of the **Food Act 1984**, notify that the Food Safety Program Template for Domino's Pizza is registered for use by Domino's Pizza

stores operating as a Class 2 food premises as declared under section 19C of the **Food Act 1984**.

This notice takes effect from the date it is published in the Government Gazette.

Dated 29 September 2008

PAULINE IRELAND
Assistant Director
Food Safety and Regulatory Activities

Forests Act 1958, No. 6254

DECLARATION OF THE PROHIBITED PERIOD

In pursuance of the powers conferred by section 3 sub-section (2) of the **Forests Act 1958**, I, Ewan Waller, delegated officer for the Minister for Environment in the State of Victoria, hereby declare the commencement of the Prohibited Period for all land within the Fire Protected Area (other than State forest, National park and protected public land) within the municipalities nominated for the period specified in the schedule below:

SCHEDULE 1

The Prohibited Period shall commence at 0100 hours on Monday 17 November 2008 in the following municipalities:

Mitchell Shire Council

Murrindindi Shire Council

EWAN WALLER
Chief Officer
Department of Sustainability and Environment
Delegated Officer, pursuant to section 11,
Conservation, Forests and Land Act 1987

Gambling Regulation Act 2003

APPROVED BETTING COMPETITIONS ON HORSE, HARNESS AND GREYHOUND RACING

The following classes of events and contingencies are approved with fixed odds under section 4.5.3 of the **Gambling Regulation Act 2003** –

Thoroughbred racing, harness racing and greyhound racing – subject to the following conditions:

- (i) races held in Victoria must be controlled and regulated by Racing Victoria Limited, Harness Racing Victoria or Greyhound Racing Victoria;

- (ii) races held outside Victoria must be controlled and regulated by an authority or body duly recognised by the laws operating within the relevant jurisdictions;
- (iii) betting may only be held:
- (a) on any race, whether a Group or listed race or otherwise; or
- (b) on any contingency relating to any combination of any races;
- (iv) betting may only be held with prior written approval of VicRacing Pty Limited, ACN 064 067 849, and Racing Products Victoria Pty Limited, ACN 064 067 867; and
- (v) that approval may be revoked at any time in accordance with section 4.5.5(1)(b) of the **Gambling Regulation Act 2003** on the understanding that in all reasonable circumstances such withdrawal will not be initiated without providing 6 months notice.

This approval comes into operation on the date of the commencement of the provisions of section 4 of the **Racing Act 1958** as amended by the **Racing and Gambling Regulation Act 2008**.

Dated 5 November 2008

ROB HULLS MP
Minister for Racing

TONY ROBINSON MP
Minister for Gaming

Health Professions Registration Act 2005

SCHEDULE OF FEES 2009

In accordance with section 140 of the **Health Professions Registration Act 2005** (Vic.):

The Psychologists Registration Board of Victoria has fixed the following Registration fee for the period 1 January 2009 to 31 December 2009.

The following fee is payable to the Board:

Type of Fee	2009 fee
Application for Non-practising registration	\$180



Heritage
VICTORIA

Heritage Act 1995

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended by including the Heritage Register Number 2180 in the category described as Heritage Place.

Clunes Town Hall and Court House
98 Bailey Street
Clunes
Hepburn Shire

EXTENT:

1. All the land marked L1 on Diagram 2180 held by the Executive Director, being all of the land described in Certificate of Title Volume 00169 Folio 725.
2. All the building marked B1 on Diagram 2180 held by the Executive Director.
B1 Town Hall and Court House
3. All the objects associated with the place as included in the list entitled 'Clunes Town Hall & Court House – List of Objects' (dated August 2008) and held by the Executive Director.

Dated 13 November 2008

RAY TONKIN
Executive Director



Heritage
VICTORIA

Heritage Act 1995

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended by including the Heritage Register Number 2173 in the category described as Heritage Object/s.

Puffing Billy Locomotives and Rolling Stock
1 Old Monbulk Road
Belgrave
Yarra Ranges Shire

EXTENT:

1. All of the objects shown known as the Puffing Billy Rolling Stock Collection listed below:

Locomotive 3NA
Locomotive 6NA
Locomotive G42
Carriage 1NB
Carriage 14NB (NB 2nd series)
Carriage 26 NAC
Carriage 10NBH
Van 2NBC
Van 5NC
Goods Vehicle 92NQR
Water Wagon 149NQ
Louvre Van 10NU
Livestock Van 13NM
Explosives Van 1NH(P)
Insulated Van 1NT
Dated 13 November 2008

RAY TONKIN
Executive Director



Heritage
VICTORIA

Heritage Act 1995

NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I give notice under section 46 that the Victorian Heritage Register is amended by including the Heritage Register Number 2186 in the category described as Heritage Place.

Former Willis Flour Mill
16–20 Piper Street and Ebdon Street
Kyneton
Macedon Ranges

EXTENT:

1. All of the buildings shown as:
 - B1 Mill Building and Timber Framed Extension
 - B2 Residence
 - B3 Stables
 on Diagram 2186 held by the Executive Director.

2. All of the land shown L1 on Diagram 2186 held by the Executive Director being all of the land described in Certificate of Title Volume 07877 Folio 195.

Dated 13 November 2008

RAY TONKIN
Executive Director



Heritage Act 1995

CORRECTION TO
NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I advise that the notice of registration in Victorian Government Gazette 41 – 9 October 2008, page 2343 should be corrected to read as follows:

The Ramsay House
29 Rendlesham Avenue
Mt Eliza
Mornington Peninsula Shire

EXTENT:

1. All of the structure shown as B1 on Diagram 2181 held by the Executive Director known as the Ramsay House.
2. All of the land shown L1 on Diagram 2181 held by the Executive Director being all of the land described in Certificate of Title Volume 06114 Folio 797.

Dated 13 November 2008

RAY TONKIN
Executive Director



Heritage Act 1995

CORRECTION TO
NOTICE OF REGISTRATION

As Executive Director for the purpose of the **Heritage Act 1995**, I advise that the notice of registration in Victoria Government Gazette 37 – 11 September 2008, page 2133 should be corrected to read as follows:

Former St Vincent De Paul Boys Orphanage
Cecil Street and Napier Street and Raglan Street
South Melbourne
Port Phillip City

EXTENT:

1. All the land marked L1 on Diagram 2170 held by the Executive Director, being all of the land formerly described in Certificate of Title Volume 00635 Folio 906.
 2. All the buildings and structures marked B1–5 and features marked F1–3 on Diagram 2170 held by the Executive Director.
B1 Orphanage building (c. 1857) and additions
B2 Timber building (pre 1894)
B3 Brick infirmary (1897) and priest's residence and laundry (1925)
B4 Brick building (c. 1900)
B5 Gymnasium (1958)
F1 Grotto (1935)
F2 'Detention Plate'
F3 Statue and plaque (1954)
- Dated 13 November 2008

RAY TONKIN
Executive Director

Land Acquisition and Compensation Act 1986

FORM 7 S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Lot 1 on Title Plan 190559Q, Parish of Mordialloc, comprising 12 square metres and being land described in Certificate of Title Volume 9345 Folio 625, shown as Parcel 2 on Survey Plan 21299.

Interest Acquired: That of City of Kingston and all other interests.

Published with the authority of VicRoads.

Dated 13 November 2008

For and on behalf of VicRoads
BERNARD TOULET
Director – Property Services

Pipelines Act 2005

SECTION 67

Notice of Minor Alteration to the
Authorised Route of Pipeline Licence 90

On 16 October 2008, the authorised route of Pipeline Licence 90 held by SPI Networks (Gas) Pty Ltd, ABN 43 086 015 036, was altered in accordance with Drawing Number T344-1-1 Rev D.

The description of the authorised route is as follows:

The route commences at a valve on a branch of Pipeline Licence 78 adjacent to Eynesbury Road, Exford, then runs through the Melton City Gate, then runs in a generally northerly direction for 8 km to terminate at a distribution depot at the intersection of Brooklyn Road and Rees Road, Melton. As of today the route also includes construction of a 100 mm hot tap into the existing 100 mm TP service to connect a new custody transfer meter to Melton City Gate, installation of a three way valve assembly for connection of a water bath heater and incorporation of a new pipe spool, to replace the current meter.

Dated 7 November 2008

TERRY McKINLEY
Manager Petroleum Regulation
Delegate of the Minister

State Superannuation Act 1988DECLARATION OF ELIGIBLE
SALARY SACRIFICE CONTRIBUTORS

I, Tim Holding MP, in my capacity as Minister for Finance, WorkCover and the Transport Accident Commission for the State of Victoria, under paragraph (b) of section 3A of the **State Superannuation Act 1988** ('the Act'), by this instrument declare officers governed by the Parks Victoria Agreement 2008 and its successor industrial instruments and agreements, who are members of the revised scheme or new scheme (as those terms are defined in the Act), to be eligible salary sacrifice contributors from the date of gazettal of this declaration.

Dated 5 November 2008

TIM HOLDING MP
Minister for Finance, WorkCover
and the Transport Accident Commission

State Employees Retirement Benefits Act 1979DECLARATION OF ELIGIBLE
SALARY SACRIFICE CONTRIBUTORS

I, Tim Holding MP, in my capacity as Minister for Finance, WorkCover and the Transport Accident Commission for the State of Victoria, under paragraph (b) of section 2A of the **State Employees Retirement Benefits Act 1979**, by this instrument declare officers governed by the Parks Victoria Agreement 2008 and its successor industrial instruments and agreements, who are members of the State Employees Retirement Benefits Scheme, to be eligible salary sacrifice contributors from the date of gazettal of this declaration.

Dated 5 November 2008

TIM HOLDING MP
Minister for Finance, WorkCover
and the Transport Accident Commission

Subordinate Legislation Act 1994

PROPOSED PLUMBING REGULATIONS

Notice of Decision

I, Justin Madden, Minister for Planning and Minister responsible for the administration of the **Building Act 1993**, give notice under section 12 of the **Subordinate Legislation Act 1994** of my decision to recommend to the Governor in Council that the proposed Plumbing Regulations 2008 be made.

The purpose of the proposed Regulations is to replace the Plumbing Regulations 1998 which are due to sunset. The objectives of the proposed Regulations are to:

- define the meaning of plumbing work, and specialised plumbing work, for the purposes of Part 12A of the **Building Act 1993**;
- specify the qualifications and experience required for a person to be eligible to be registered or licensed to carry out plumbing work;
- incorporate the Plumbing Code of Australia and to prescribe other standards that relate to plumbing work; and
- specify fees for the purposes of Part 12A of the **Building Act 1993**.

A Regulatory Impact Statement (RIS) was prepared in relation to the proposed Plumbing Regulations 2008. Notice of the existence of the RIS was published on 17 July 2008 seeking public comment and 31 submissions were received.

I have decided that the Regulation should be made subject to minor amendments, which will not impose any appreciable burdens on a member of the public.

Dated 11 November 2008

JUSTIN MADDEN
Minister for Planning

Subordinate Legislation Act 1994

SECOND-HAND DEALERS AND PAWNBROKERS REGULATIONS 2008

Notice of Decision

I, Tony Robinson, Minister for Consumer Affairs, give notice under section 12 of the **Subordinate Legislation Act 1994** of my decision to recommend to the Governor in Council that the proposed Second-Hand Dealers and Pawnbrokers Regulations 2008 be made.

A Regulatory Impact Statement for the proposed Regulations was released for public comment on 18 July 2008 until 19 August 2008. I have reviewed the submissions and do not intend to make any changes to the proposed Regulations.

After the proposed Regulations are made, copies will be available from Information Victoria, 505 Little Collins Street, Melbourne 3000, telephone 1300 366 356 or www.information.vic.gov.au

Dated 28 October 2008

HON TONY ROBINSON MP
Minister for Consumer Affairs

The proposed regulations are to be made under the **Electricity Safety Act 1998** ('the Act'). The regulations are the mechanism by which Victoria fulfils its obligations to implement the National Equipment Energy Efficiency Programme ('the Programme') in relation to electrical equipment.

The regulations set out the performance requirements (including Minimum Energy Performance Standards) and the energy labelling requirements that apply to various types of electrical equipment. The regulations also prescribe the requirements for the registration of electrical equipment and associated fees.

The RIS discusses the possible alternatives to the proposed regulations. The regulations are considered the best means of achieving the stated objective and the most appropriate and efficient means of implementing the Programme for electrical equipment in Victoria.

The RIS assesses the costs and benefits of the proposed regulations and concludes that adoption of the regulations will yield net benefits over the next 10 years.

Copies of the RIS and the proposed regulations may be obtained from Energy Safe Victoria by contacting Anthony Bottegal on 9203 9700 or via the internet at www.esv.vic.gov.au (click on: About ESV>What's New?).

Public comments are invited on the RIS and the accompanying regulations. All comments must be in writing and should be sent to Anthony Bottegal, Legal Officer, Energy Safe Victoria, PO Box 262, Collins Street West, Vic. 8007 or emailed to abottegal@esv.vic.gov.au no later than 5.00 pm on Friday 12 December 2008.

Dated 13 November 2008

PETER BATCHELOR MP
Minister for Energy and Resources

Subordinate Legislation Act 1994

NOTICE OF PREPARATION OF REGULATORY IMPACT STATEMENT

Proposed Electricity Safety (Equipment Efficiency) Regulations 2009

Notice is given in accordance with section 11 of the **Subordinate Legislation Act 1994**, that a Regulatory Impact Statement (RIS) has been prepared for the proposed Electricity Safety (Equipment Efficiency) Regulations 2009.

Electricity Industry Act 2000

ORIGIN ENERGY ELECTRICITY LTD ABN 33 071 052 287

Conditions for Purchase of Small Renewable Energy Generation Electricity

IMPORTANT NOTE

Section 40G of the **Electricity Industry Act 2000** requires Origin Energy Electricity Ltd (Origin), as a relevant licensee, to publish an offer comprising the prices at, and terms and conditions on, which Origin will purchase small renewable energy generation electricity from relevant generators.

Origin now publishes pursuant to section 40G of the **Electricity Industry Act 2000** an offer to purchase small renewable energy generation electricity from relevant generators in Victoria. The offer comprises the terms and conditions constituted by the Feed-In Agreement (including the Schedule to that Agreement). These terms and conditions replace those published in Victoria Government Gazette No. S 234 Wednesday 27 August 2008 and will become effective in accordance with section 40H of the **Electricity Industry Act 2000**. The offer can be accepted by a relevant generator contacting Origin to arrange completion and signing of the Schedule attached to the Feed-In Agreement.

Origin offers to purchase small renewable energy generation electricity from relevant generators in Victoria (referred to in the Feed-In Agreement as the 'Export Energy Charge') pursuant to these terms and conditions at prices (each an 'Export Tariff') which reflect either the size of the relevant generator or the purpose for which the small renewable energy generation electricity is generated. The Feed-In Agreement explains which Export Tariff applies to a particular relevant generator. The Export Tariffs offered in connection with the Feed-in Agreement are:

- (a) **Export Tariff One:** 11.5 cents per kWh (inclusive of GST);
- (b) **Export Tariff Two:** 6 cents per kWh (inclusive of GST);
- (c) **Export Tariff Three:** this Export Tariff varies depending on the network area in which a relevant generator is located and the time of day during which the small renewable energy generation electricity is generated:

Network Area	(cents/kWh inclusive of GST)	
	Peak (7 am – 11 pm Mon–Fri)	Off peak (all other times)
Citipower	19.723	8.910
Powercor	22.143	7.810
United Energy	20.570	10.890
Alinta	20.625	9.900
SP AusNet	21.230	11.550

- (d) **Export Tariff Four:** this Export Tariff varies depending on the network area in which a relevant generator is located and the time of day during which the small renewable energy generation electricity is generated:

Relevant Network Area	(cents/kWh inclusive of GST)	
	Peak (7 am – 11 pm Mon–Fri)	Off peak (all other times)
Citipower	19.723	8.910
Powercor	23.078	8.800
United Energy	23.232	8.646
Alinta	23.650	8.855
SP AusNet	18.656	11.682

(e) **Export Tariff Five:** 21 cents per kWh (inclusive of GST).

Please note that each Export Tariff applies to, and is only capable of acceptance in relation to, a particular category of small renewable energy generation electricity as described in the Feed-In Agreement. These prices are the same prices published in the Victoria Government Gazette No. S 234 Wednesday 27 August 2008 and are effective in accordance with section 40H of the **Electricity Industry Act 2000**.

Electricity Industry Act 2000

ORIGIN ENERGY ELECTRICITY LTD ABN 33 071 052 287

Feed-In Agreement for Small Renewable Energy Generation Facilities

This Agreement is for customers in Victoria who purchase less than 160 MW/h per annum of Import Electricity and will only come into effect when Origin is satisfied that a Customer Inverter Grid Connection has been installed with the consent of the Distributor. Proof of such consent will include a Certificate of Electrical Safety or an executed Network Connection Agreement.¹

Recitals

- A. Origin sells electricity to the Customer in Victoria under the terms and conditions of an existing electricity sale agreement (the '**Sale Agreement**'). From the Start Date this sale of electricity will be governed by the terms and conditions of the Sale Agreement and this Agreement (and any agreement between the parties which from time to time replaces either the Sale Agreement or this Agreement).
- B. The Customer has a Unit which is a Small Renewable Energy Generation Facility which is used for:
- (a) Large Non-Commercial Business Generation;
 - (b) Large Non-Commercial Domestic Generation;
 - (c) Small Generation; or
 - (d) Commercial Generation,
- as determined by Origin in accordance with clauses 5.4 and 5.5 of this Agreement.
- C. Origin wishes to purchase from the Customer and the Customer wishes to sell to Origin the Export Electricity.
- D. This Agreement constitutes the terms and conditions on which Origin purchases from the Customer, and the Customer sells to Origin, the Export Electricity.

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

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

Agreement means this Feed-In Agreement (including the Schedule) as varied from time to time by the gazettal of an amended or replacement Feed-In Agreement published by Origin under section 40G of the Act.

Applicable Regulations means all relevant legislation, regulations, codes, orders in council, licences, proclamations, directions or standards applicable to the transmission, distribution, generation or sale of electricity in Victoria or the National Electricity Market including, without limitation, the Energy Retail Code, the Act, the **Electricity Safety Act 1998** (Vic.), the National Electricity Law and the **Privacy Act 1988** (Cth).

Authority means a Distributor, a local, Victorian State or Federal Government or any other entity that may offer a feed-in agreement to Victorian customers.

Billing Period has the same meaning as given in the Sale Agreement.

Business Day means any day other than a Saturday or Sunday or public holiday when banks in Victoria are open for business.

CES or **Certificate of Electrical Safety** means a certificate issued by a registered electrical contractor certifying that the Unit is safely and properly connected to the Distributor's distribution system.

1. For customers with an annual consumption greater than 160MWh per annum, Origin will negotiate an agreement for an eligible Unit at the customer's supply address.

Commercial Generation means the generation of electricity by a Unit with a kW rating of more than 8kW but less than 100kW where that generation is other than principally for personal, household or domestic use, or use by a business, at the Supply Address.

Customer means the person so described in the Schedule.

Customer Inverter Grid Connection means an inverter which changes the Export Electricity from d.c. power to a.c. power.

Distributor is the distributor specified in the Schedule.

End Date means the date specified under the Schedule.

Environmental Rights has the meaning given in clause 6.1.

Export Electricity means the electricity generated by the Unit and injected into the distribution system as recorded by the Metering Equipment.

Export Energy Charge means the price at which Origin is acquiring:

- (a) Commercial Generation where that acquisition includes the right to create and own RECs, GPRs and Environmental Rights associated with that Commercial Generation (**Export Tariff One**);
- (b) Commercial Generation where that acquisition does not include the right to create and own RECS, GPRs and Environmental Rights associated with that Commercial Generation (**Export Tariff Two**);
- (c) Large Non-Commercial Business Generation irrespective of whether or not that acquisition includes the right to create, own and assign RECs, GPRs and Environmental Rights associated with that Non-Commercial Generation (**Export Tariff Three**);
- (d) Large Non-Commercial Domestic Generation irrespective of whether or not that acquisition includes the right to create and own RECs, GPRs and Environmental Rights associated with that Non-Commercial Generation (**Export Tariff Four**); or
- (e) Small Generation irrespective of whether or not that acquisition includes the right to create and own RECs, GPRs and Environmental Rights associated with that Non-Commercial Generation (**Export Tariff Five**),

(whichever is relevant) from time to time published by Origin under section 40G of the Act (which will not be less than the charge for Import Electricity under the Sale Agreement). The Export Energy Charge is inclusive of any GST.

Generator Supply Voltage is the voltage specified by the Distributor in the Network Connection Agreement.

GPR means a Green Power Right under the Green Power Program.

Green Power Program means the National Green Power Accreditation Program as set forth in the National Green Power Accreditation Program Accreditation Document, Version 2, November 2000 or any successor or similar scheme that evolves or develops as a result of this program.

Import Electricity means electricity supplied to the Customer under the Sale Agreement.

Large Non-Commercial Domestic Generation means the generation of electricity by a Unit with a kW rating of 8kW or more but less than 100kW where that generation is principally for personal, household or domestic use at the Supply Address.

Large Non-Commercial Business Generation means the generation of electricity by a Unit with a kW rating of 8kW or more but less than 100kW where that generation is principally for use by a business at the Supply Address.

Metering Equipment means metering equipment for the Unit required under clause 7.1.

Metering Data means data produced by the Metering Equipment.

Network Connection Agreement means an agreement between the Distributor and the Customer detailing, amongst other things, the terms and conditions of dispatch, connection and disconnection of Export Electricity.

Non-Commercial Generation means Large Non-Commercial Business Generation, Large Non-Commercial Domestic Generation and/or Small Generation (as applicable).

Ombudsman means the Energy and Water Ombudsman (Victoria).

Origin means Origin Energy Electricity Ltd ABN 33 071 052 287.

Quality Requirements are the quality requirements specified by the Distributor in the Network Connection Agreement.

Renewable Energy Certificates or **RECs** have the meaning given under the **Renewable Energy (Electricity) Act 2000** (Cth) and the Renewable Energy (Electricity) Regulations 2001 (Cth).

Responsible Person has the same meaning as in the National Electricity Rules.

Sale Agreement has the meaning in recital A.

Small Generation means the generation of electricity by a Unit with a kW rating of less than 8kW.

Small Renewable Energy Generation Facility has the meaning given in the Act.

Start Date means the later of the date specified in the Schedule and the satisfaction of the preconditions set out in clause 2.1.

Supply Address is the address in Victoria of that description set out in the Schedule.

Unit means any generating unit that is a Small Renewable Energy Generation Facility owned by the Customer and installed at the Supply Address (and which is further described in the Schedule), and includes any ancillary electrical equipment.

1.2 Rules for interpreting this document

A reference to:

- (a) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (c) a singular word includes the plural, and vice versa;
- (d) a year is a year commencing on the Start Date and every anniversary thereof and finishing one year later;
- (e) a day is the period of time commencing at midnight and ending 24 hours later; and
- (f) a month is a calendar month.

1.3 Multiple parties

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

1.4 Sale Agreement

The parties acknowledge that they must each comply with the Sale Agreement and that nothing in this Agreement varies the Sale Agreement. Except where expressly stated otherwise, to the extent of any inconsistency between this Agreement and the Sale Agreement with respect to provisions dealing with Export Electricity (including relating to metering, costs and charges) this Agreement prevails.

2. PRECONDITIONS

- 2.1 This Agreement does not commence until:
- (a) the Customer has demonstrated to Origin's satisfaction that the Customer Inverter Grid Connection has been installed with the consent of the Distributor. Proof of such consent includes a CES or an executed Network Connection Agreement; and
 - (b) the Unit is connected to the Distributor's distribution system.
- 2.2 If the Customer makes an application to Origin to be connected at the Supply Address, Origin will make a request to the Distributor to connect the Unit as soon as practicable to the Distributor's distribution system. Origin will make the request to the Distributor by no later than the next Business Day after Origin receives from the Customer all documentation required under the **Electricity Safety Act 1998** (Vic.) and all documentation reasonably required by Origin or the Distributor, including:
- (a) acceptable identification;
 - (b) contact details; and
 - (c) if the request relates to a rental property, contact details for the property owner or owner's agent.

The Customer is responsible for and must reimburse Origin for all reasonable costs incurred by Origin in connection with making a request to the Distributor on behalf of the Customer under this clause 2.2. Origin may issue an invoice to the Customer in respect of such amount in accordance with clause 9.9.

- 2.3 The Customer acknowledges that by executing this Agreement it is giving its explicit informed consent to the commencement of the Agreement.

3. ADDITIONAL COSTS

- 3.1 The Customer acknowledges that the Customer may be required to pay the following costs under this Agreement:
- (a) the cost of installing and maintaining any additional metering equipment or upgrades to existing metering equipment required by Origin or the Distributor under clause 7.1, including the costs of a site assessment by either a Distributor's or Origin's representative;
 - (b) any applicable costs referred to in clause 2.2 and charges in clause 9; and
 - (c) the cost of any additional works required by Origin or the Distributor in relation to the Unit and its connection to the distribution system (including any augmentation required to the distribution system to effect the connection).
- 3.2 The Customer acknowledges that Origin has informed the Customer of the amount of the costs referred to in clause 3.1 prior to the date of this Agreement.
- 3.3 The Customer acknowledges that:
- (a) it may be required to pay amounts in addition to those referred to in clause 3.1 in relation to this Agreement in respect of costs associated with the supply of Export Electricity which have not been identified as at the date of this Agreement. Those amounts will be charged to the Customer at cost; and
 - (b) if the Customer requests Origin to carry out any work in respect of the Unit, Origin will advise the Customer of the cost of carrying out that work prior to commencing and, if the Customer agrees to that cost, Origin will carry out the work and can recover that cost from the Customer.

4. SUPPLY OF ELECTRICITY BY THE CUSTOMER

The Customer agrees to supply to Origin, or to another party at Origin's direction, all Export Electricity on the terms of this Agreement.

5. SUPPLY OBLIGATIONS

- 5.1 The Customer will supply Origin with Export Electricity at the Generator Supply Voltage and in accordance with the Quality Requirements. The Customer must ensure that variations in voltage and frequency do not exceed the levels required by any Applicable Regulations.
- 5.2 The Customer must supply the Export Electricity at the point where the Distributor's distribution system connects to the Supply Address.
- 5.3 If the Customer wishes to modify the specifications of the Unit, the Customer must obtain Origin's and the Distributor's prior written approval to those modifications.
- 5.4 Origin will determine prior to commencement of the Agreement whether the Unit is used for Commercial, Large Non-Commercial Business Generation, Large Non-Commercial Domestic Generation or Small Generation, which determination will be documented in the Schedule. If the Customer disagrees with Origin's determination, that disagreement is to be dealt with in accordance with clause 13 of this Agreement.
- 5.5 If following commencement of the Agreement Origin forms the view that a Unit which had previously been determined under clauses 5.4 or 5.5 to be used for:
- (a) Commercial Generation is now being used for Large Non-Commercial Business Generation or Large Non-Commercial Domestic Generation;
 - (b) Large Non-Commercial Business Generation is now being used for Commercial Generation or Large Non-Commercial Domestic Generation; or
 - (c) Large Non-Commercial Domestic Generation is now being used for Commercial Generation or Large Non-Commercial Business Generation,

Origin may redetermine whether the Unit is used for Commercial, Large Non-Commercial Business Generation or Large Non-Commercial Domestic Generation. Origin will notify the Customer of its redetermination under this clause 5.5. If the Customer disagrees with Origin's redetermination, that disagreement is to be dealt with in accordance with clause 13 of this Agreement. The applicable Export Energy Charge will change with effect from the date notified for that change set out in the notice of Origin's redetermination under this clause, which date must not be a date which is earlier than the date of the notice. Origin must promptly send a revised Schedule to the Customer which has been amended to reflect the redetermination, which revised Schedule will take effect from the same time that the redetermination takes effect.

6. REC, GPRS AND ENVIRONMENTAL RIGHTS

- 6.1 In this agreement, **Environmental Rights** are any credits, permits, rights, instruments, accreditations or benefits whatsoever (or in the event such thing or matter cannot be transferred or assigned to Origin then the right to receive any benefit which the Customer derives from such thing or matter) arising from:
- (a) the operation of the Unit, including such operation reducing greenhouse gas emission (including without limitation reducing greenhouse gas emission associated with the generation of electricity); or
 - (b) the generation of electricity from the Unit, including such generation being fuelled from a renewable source,
- other than RECs and GPRs.
- 6.2 In this Agreement, the **Sold Units** are all of the RECs, GPRs and Environmental Rights produced or capable of being produced from the operation of the Unit during the term of this Agreement, other than:
- (a) (where the Unit is a solar system) RECs which the Customer can demonstrate to Origin that the Customer has agreed to transfer to the person from whom the Customer purchased the Unit in consideration for a reduction in the price for purchasing that Unit; or
 - (b) where Origin advises the Customer prior to the Start Date that Origin does not want to acquire those RECs, GPRs and/or Environmental Rights under this Agreement,

- and the parties acknowledge that the statement in the Schedule as to whether or not the right to create and own RECs, GPRs and Environmental Rights is being acquired under this Agreement represents the position agreed between the Customer and Origin in respect of paragraphs (a) and (b) above. Clause 6 of this Agreement does not apply to RECs, GPRs or Environmental Rights described in paragraphs (a) and (b) above.
- 6.3 With effect from execution of this Agreement, the Customer assigns to Origin and Origin accepts the right to create and own the Sold Units.
- 6.4 Where the Schedule states that the right to create and own all RECs, GPRs and Environmental Rights is being acquired under this Agreement, the applicable Export Energy Charge will be the Export Tariff One where the generation is Commercial Generation. Where the generation is Non-Commercial Generation the applicable Export Tariff applies irrespective whether the right to create and own all RECs, GPRs and Environmental Rights is being acquired or not.
- 6.5 Where not created by Origin, title to the Sold Units will transfer to Origin immediately upon their creation, and the Customer must do all things reasonably necessary (or as required by Origin) to enable Origin to receive its entitlements to the Sold Units under this clause 6 or to otherwise receive the benefits provided for under it.
- 6.6 The Customer warrants and represents that:
- (a) it has not sold, transferred, assigned, licensed or otherwise created any interest in the Sold Units other than as contemplated in this Agreement;
 - (b) it has not assigned, sold, promised or otherwise disposed of or granted the right to create the Sold Units to any other person;
 - (c) it has not entered into any agreement or arrangements with a third party having the effect of assigning, selling, promising or disposing of or creating any interest in any of the Sold Units or the right to create the Sold Units; and
 - (d) it has complied in all respects with the provisions of the **Renewable Energy (Electricity) Act 2000** (Cth) and Green Power Program as they affect this Agreement (including the creation and transfer of RECs and GPRs as contemplated by this Agreement).
- 6.7 If any scheme under which RECs, GECs and/or Environmental Rights are created does not permit the Customer to assign the right to create any of those RECs, GECs and/or Environmental Rights to another party, the Customer agrees to create the Sold Units and immediately transfer title to the Sold Units to Origin on their creation.
7. **METERING**
- 7.1 The Customer must arrange metering equipment for the Unit that meets Origin's and the Distributor's reasonable requirements (including that the metering equipment comply with Applicable Regulations) to be installed and maintained at the Supply Address at the Customer's cost.
- 7.2 The Customer agrees that, subject to all Applicable Regulations, the Metering Data will be available to Origin and any other person to whom Origin is required to provide it by Applicable Regulations.
- 7.3 The parties acknowledge that the person responsible for the Metering Data will ensure that the Metering Data complies with the Applicable Regulations.
- 7.4 The Customer must at all times provide representatives of Origin, the Distributor and the Responsible Person with safe, convenient and unhindered access (including for the representatives' equipment) to the Unit and the Metering Equipment at the Supply Address for the purpose of reading the metering equipment and for connection, disconnection, reconnection, maintenance and repair. The representatives must carry official identification and produce that official identification on request by the Customer.

7.5 Origin will use its best endeavours to ensure that the Metering Equipment is read at least once in any 12 month period. For the avoidance of doubt, Origin will not breach this clause 7.5 if Origin is unable to read the Metering Equipment in any relevant period as a result of the Customer breaching clause 7.4 or as a result of some other event outside Origin's control.

8. THE CUSTOMER'S OBLIGATIONS

8.1 The Customer must comply with all obligations imposed on the Customer by the Applicable Regulations. The Customer must make itself aware of these obligations.

8.2 The Customer must, if it has not done so under the Sale Agreement, enter into a Network Connection Agreement with the Distributor.

8.3 The Customer must install, maintain and operate the Unit so as not to cause or be likely to cause any damage or loss to Origin or any third party, and only allow appropriately qualified people to perform work on the Unit.

8.4 The Customer must inform Origin as soon as possible of any relevant change to its contact details.

8.5 The Customer warrants that the Unit is a Small Renewable Energy Generation Facility and that the Customer is exempt from the requirement to hold a licence in respect of the generation for supply or sale of the Export Electricity. The Customer acknowledges that if the Unit ceases to be a Small Renewable Energy Generation Facility or if the Customer ceases to be exempt from the requirement to hold a licence in respect of the generation for supply or sale of the Export Electricity that the Customer will be in breach of this Agreement.

9. CHARGES

9.1 The Customer will pay Origin for all Import Electricity supplied to the Customer in accordance with the Sale Agreement.

9.2 Origin will pay the Customer the Export Energy Charge for all Export Electricity supplied to Origin in accordance with this Agreement between the Start Date and the date of termination of the Agreement. The applicable Export Energy Charge will depend on whether:

- (a) the Unit is producing Commercial Generation, Large Non-Commercial Business Generation or Large Non-Commercial Domestic Generation (which is determined in accordance with clauses 5.4 and 5.5); and
- (b) in respect of Commercial Generation, the right to create and own RECs, GPRs and Environmental Rights are being acquired by Origin under this Agreement in accordance with clause 6.

As noted in clause 6.4 above, this payment of the Export Energy Charge for all Export Electricity is inclusive of payment for any right to create and own RECs, GPRs and Environmental Rights acquired by Origin under this Agreement (except where the applicable Export Energy Charge is Export Tariff Two).

9.3 The Customer will pay Origin all amounts described under this Agreement as being payable by the Customer to Origin.

9.4 Subject to clause 9.8, the amount of Export Electricity supplied during a Billing Period will be measured subject to Applicable Regulations.

9.5 The Customer is responsible for paying any charges imposed under the National Electricity Rules in respect of the generation and dispatch of the Export Electricity.

9.6 Origin will give the Customer notice of any variation to Origin's tariffs that affects this Agreement as soon as practicable and in any event no later than the commencement of the next Billing Period.

9.7 On request, Origin will provide the Customer with reasonable information on any feed-in tariffs Origin may offer to the Customer. The information must be given within 10 Business Days of the Customer's request and, if the Customer so requests, in writing.

- 9.8 If Origin is not able to reasonably or reliably determine the amount of Export Electricity the Customer supplies to it in a Billing Period on a reading of the Metering Equipment, Origin is not required to make any payment in respect of that Export Electricity unless and until the Distributor estimates the Export Electricity in accordance with Applicable Regulations. To the maximum extent permitted by law, the Customer acknowledges that no dispute should be raised under any dispute resolution scheme against Origin in respect of a payment for Export Electricity where that payment has not been made because the Distributor has not yet estimated the Export Electricity in accordance with Applicable Regulations.
- 9.9 Origin will issue a bill to the Customer at the Supply Address or at another address nominated by the Customer. The bill will set out:
- (a) the amount owed by Origin to the Customer in respect of the Export Electricity supplied during the relevant Billing Period, being the amount of Export Electricity referred to in clause 9.4 multiplied by the Export Energy Charge; and
 - (b) any other amounts owed by the Customer to Origin under this Agreement in respect of the relevant Billing Period,
- and will otherwise comply with the billing requirements under the Sale Agreement.
- 9.10 Origin must pay any amount owing by it under a bill by crediting that amount against the bill rendered by Origin under the Sale Agreement in respect of the same Billing Period. The Customer acknowledges that the amount must be credited against the GST-inclusive amount payable under bills rendered by Origin under the Sale Agreement.
- 9.11 If Origin becomes aware that it has underpaid or under-credited any amount associated with the Export Energy Charge, this amount will be credited to the Customer in accordance with clause 9.10 on the next bill rendered by Origin under the Sale Agreement.
- 9.12 The Customer must pay any amount owing by it under a bill by the due date specified in the relevant bill. Payment may be made by cheque, direct debit or such other method as may be specified from time to time on the bill and in each case to the accounts or addresses and in the manner specified on the bill.

10. REVIEW OF BILLS

- 10.1 Origin will review a bill at the Customer's request. During the review, the Customer must pay that portion of the bill not in dispute or an amount equal to the average amount of the Customer's bills in the previous 12 months (whichever is the lower).
- 10.2 If the bill under review is:
- (a) correct, the Customer must either pay the unpaid amount or request Origin to arrange a test of the Metering Equipment in accordance with Applicable Regulations. If the Customer's Metering Equipment is found to comply with Applicable Regulations, the Customer must pay the cost of the test and pay the unpaid amount; or
 - (b) incorrect, Origin must adjust the bill in accordance with clause 10.3.
- 10.3 In recovering any undercharging, Origin will
- (a) limit the amount to be recovered as follows:
 - (i) if the error results from a failure of Origin's billing systems, to no more than the amount of the net error in the 9 months prior to the date on which Origin notified the Customer that undercharging has occurred;
 - (ii) otherwise, to no more than the net amount of the undercharging in the prior 12 months.

To the extent necessary, the amount undercharged is to be calculated in proportion to relevant periods between dates on which the customer's meter has been read;
 - (b) list the amount to be recovered as a separate item in a special bill or in the Customer's next bill together with an explanation of the amount;

- (c) not charge the Customer interest on the undercharged amount; and
 - (d) offer the Customer time to pay the undercharged amount in a payment arrangement covering a period at least equal to the period over which the recoverable undercharging occurred.
- 10.4 Origin will retain the Customer's historical payment or crediting data ('data') for at least two years after the end of the Billing Period to which it relates, regardless of whether this Agreement has terminated.
- 10.5 The Customer may request copies of the Customer's data.
- 10.6 Origin will impose a fee on the Customer if the Customer's request under clause 10.5 is not the first request made by the Customer within the preceding year or the data requested relates to a period prior to the preceding two years unless data is required for the purposes of handling a genuine complaint made by the Customer.

11. ELECTRICAL EQUIPMENT

- 11.1 The Customer must give Origin an opportunity to satisfy itself that the Unit at the Supply Address complies with the Applicable Regulations.
- 11.2 Origin carries out this work for its own purposes. The Customer must not rely on Origin's conclusions, and Origin will not be liable for any damage or loss caused by any fault or inadequacy in the equipment.

12. DURATION

- 12.1 This Agreement begins on the Start Date and ends on the End Date, unless earlier terminated in accordance with this Agreement. If after the End Date, Origin continues to take a supply of electricity from the Customer and the Customer has not signed a new agreement with Origin or another retailer, then the terms of this Agreement will continue to regulate the parties' relationship until a new agreement is signed or the supply ceases (whichever comes first).
- 12.2 Origin must notify the Customer of the following information between one and two months prior to the End Date:
- (a) the date of the End Date; and
 - (b) the options available to the Customer in relation to the Export Electricity.

13. COMPLAINTS

A complaint by the Customer in relation to this Agreement will be handled by Origin in accordance with the relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Tourism and Resources (Cth) and clause 28.2 of the Energy Retail Code.

14. FORCE MAJEURE

If an event occurs which is outside the reasonable control of Origin or the Customer and Origin or the Customer breaches this Agreement due to this event only ('force majeure event'), the obligations of the parties under this Agreement are suspended to the extent to which they are affected by the event as long as the event continues; and Origin or the Customer must give the other prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects. However:

- (a) the party claiming a force majeure event must use its best endeavours to remove, overcome or minimise the effects of the event as quickly as possible. However, this does not require a party to settle any industrial dispute in any way which is not acceptable to that Party; and
- (b) nothing in this clause 14 nor in any term of this Agreement or the Sale Agreement which is not inconsistent with this clause 14 varies or excludes the operation of section 117 of the Act or section 120 of the National Electricity Law.

15. ENDING THE AGREEMENT

- 15.1 Origin may terminate this Agreement:
- (a) if the Sale Agreement ends, with effect from the Sale Agreement ending on notice to the Customer;
 - (b) if the Customer becomes insolvent, immediately on written notice to the Customer;
 - (c) if the Customer breaches this Agreement and fails to remedy the breach, on 10 Business Days written notice to the Customer; or
 - (d) on 30 days written notice for convenience.
- 15.2 The Customer may terminate this Agreement at any time by written notice and Origin may impose an early termination fee (detailed in the Schedule). Termination will not become effective until the later of:
- (a) if the Customer and Origin enter a new feed-in agreement, the expiry of any cooling-off period in respect of the new agreement;
 - (b) if the Customer wants to enter a feed-in agreement with another retailer, the date when the other retailer becomes responsible for the feed-in agreement; or
 - (c) the Sales Agreement is terminated and the Supply Address has been disconnected, the date when the Customer no longer has a right under the Energy Retail Code to be reconnected.
- 15.3 This Agreement will automatically terminate and no termination fee will be payable if the Customer:
- (a) enters into any other feed-in agreement with Origin or an Authority; or
 - (b) starts receiving payment from an Authority,
- electricity generated by the Unit at the Supply Address (irrespective of whether it is injected into the distribution system).
- 15.4 The ending of this Agreement does not affect a party's accrued rights under the Agreement.

16. LIABILITY & INDEMNITY

- 16.1 To the maximum extent permitted by law, the Customer indemnifies Origin and will hold Origin harmless against all direct and indirect liabilities incurred by Origin (including claims by third parties) in respect of loss or damage or death or injury suffered as a result of:
- (a) the Customer's failure to comply with any obligation under this Agreement or to procure that its representatives, officers, employees or agents comply with any obligation under this Agreement; and
 - (b) the negligent or reckless acts or omissions of the Customer or its representatives, officers, employees or agents in performing obligations under this Agreement.
- 16.2 To the maximum extent permitted by law, Origin is not liable to the Customer or any person claiming through the Customer for any costs, expenses, death, injury, loss or damage (whether direct or indirect and howsoever arising) from the supply of electricity or any matter not arising in connection with this Agreement.

17. ASSIGNMENT

- 17.1 The Customer must not novate this Agreement or assign, transfer or deal with its rights under this Agreement, or agree to do so, without Origin's written consent.
- 17.2 Origin may only assign this Agreement with the Customer's consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of Origin's retail business.

18. WAIVER

Any failure by Origin to exercise any of its rights or powers under this Agreement is not a waiver of those rights or powers.

19. VARIATION

- 19.1 Subject to clauses 19.2 and 22, the Parties may vary this Agreement by agreement in writing between the Customer and Origin.
- 19.2 The Export Energy Charge is varied each time Origin publishes a new price under section 40G of the Act. Origin will notify the Customer as soon as practicable of any variation to the Export Energy Charge.

20. NOTICES

A notice, consent, document or other communication given must be in writing and given by hand, by fax, by mail or by email unless the relevant clause of this Agreement provides otherwise.

21. WHOLE AGREEMENT

This Agreement sets out all the terms agreed between the Customer and Origin for the supply of electricity to Origin by the Customer, and the Customer acknowledges that it has not relied on any representation, inducement, warranty or promise which is not contained in it. The parties acknowledge that the Sale Agreement deals with the supply of electricity to the Customer by Origin and that it is a separate contract to this Agreement.

22. CHANGES TO LAW

The parties acknowledge that there may be changes to the Applicable Regulations to which the parties are subject. The parties agree that if in Origin's reasonable view changes to the Applicable Regulations materially alter the parties' rights or obligations under this Agreement, Origin may amend this Agreement to take into account those changes by written notice to the Customer.

23. GST & Taxes

- 23.1 Notwithstanding any other provision in this Agreement, if Origin is or becomes liable to pay **GST** in connection with any Supply:
- (a) the Customer must pay to Origin, in addition to the Agreement Price, an additional amount equal to the amount of that **GST**;
 - (b) the Customer must pay the Agreement Price plus the additional amount on account of **GST** within 14 days of receiving a **tax invoice** from Origin for that Supply or as otherwise provided in this Agreement;
 - (c) if the GST payable in relation to a Supply made under or in connection with this Agreement varies from the additional amount paid or payable by the Customer under paragraph (a) such that a further amount of GST is payable in relation to the Supply or a refund or credit of GST is obtained in relation to the Supply, then Origin will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Customer. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under paragraph (a). If an **adjustment event** occurs in relation to a Supply, Origin must issue an **adjustment note** to the Customer in relation to that Supply within 14 days after becoming aware of the adjustment; and
 - (d) where a party reimburses the other party for an expense or other amount incurred in connection with any wholly or partly **creditable acquisition** or any wholly or partly **creditable importation** made by that other party, the amount reimbursed shall be net of any **input tax credit** claimable in respect of that acquisition or importation (as the case may be).

The Customer acknowledges that in accordance with the **GST law**, **GST** is applied to the gross amount of the Import Electricity and any other taxable charges, without any netting off for the Export Electricity.

In this clause, all italicised and emboldened terms, have the same meaning as in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) and in the **GST law**.

In addition:

‘Agreement Price’ means the consideration to be provided under this Agreement for the Supply (other than under this clause); and

‘Supply’ means any **supply** to the Customer by Origin pursuant to this Agreement. However, if the GST law treats part of a **supply** as a separate **supply** for the purpose of determining whether GST is payable on that part of the **supply** or for the purpose of determining the tax period to which that part of the **supply** will be attributable, such part of the **supply** will be treated as a separate **supply** for the purposes of this clause.

23.2 Subject to clause 23.1, the Customer will be solely liable for payment of all taxes (including but not limited to corporate taxes, personal income tax, fringe benefits tax, payroll tax, stamp duty, withholding tax, PAYG, turnover tax and excise and import duties, and any subcontractor’s taxes) which may be imposed in relation to the Export Electricity, the provision of plant or the payments made under this Agreement.

23.3 The Customer must either:

- (a) provide a valid ABN to Origin in respect of any Export Energy Charge paid to the Customer in respect of the Export Electricity; or
- (b) warrant that its generation of electricity by the Unit is private and domestic by nature and not related to any business enterprise carried on by the Customer, and for this reason the Customer has not provided an ABN to Origin in respect of any Export Energy Charge paid to the Customer in respect of the Export Electricity. If Origin asks the Customer to do so, the Customer must complete a ‘No ABN Withholding Declaration’ as soon as reasonably practicable (the form of which is available from Origin upon request).

23.4 The Customer must notify Origin immediately if it:

- (a) has not provided a valid ABN in accordance with clause 23.3(a); and
- (b) is unable to provide the warranty in clause 23.3(b).

The Customer indemnifies Origin against any loss suffered by Origin as a result of failure by the Customer to provide such notification.

23.5 If Origin is required in its opinion to withhold any amount in respect of tax from a payment to be made to the Customer under this Agreement, it is entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of its obligation to pay the relevant amount to the Customer. In the event that Origin pays an amount to the Customer without withholding an amount in respect of tax, Origin will be indemnified by the Customer for any loss suffered by it as a result of failing to withhold.

24. GOVERNING LAW

This Agreement is governed by the laws in force in Victoria and the parties agree to submit to the non-exclusive jurisdiction of the Victorian Courts.

Schedule

- 1. **Customer Name:**
- 2. **ABN (if applicable)** [ABN to be provided of Customer where the Customer is a business]
- 3. **Supply Address:** [Which must be in Victoria]
- 4. **Address for Notices:** [If different from the Supply Address]
- 5. **Start Date:** [Start Date is the later of the date specified here and the date of installation of the Unit.]
- 6. **End Date:** [5 years after Start Date]
- 7. **Unit (Size in kW):** [maximum ≤ 100 kW]
- 8. **Distributor:**
- 9. **Generation Type:** [Commercial, Large Non-Commercial Business, Large Non-Commercial Domestic or Small]
- 10. **Right to create and own RECs, GPRs and/or Environmental Rights being acquired by Origin under this Agreement:** Yes/No
- 11. **Early Termination Fee:** [insert GST inclusive fee]

By signing below, the Customer agrees to be bound by this Agreement.

Signature _____
Name (Please print) _____
Date _____

**Marine Act 1988**

SECTION 15 NOTICE

I, the Director of Marine Safety, on the recommendation of Carl Walters, River Health Implementation Manager, Goulburn Broken Catchment Management Authority, hereby give notice under subsection 15(1) of the **Marine Act 1988**, that for the dates and times listed below in Table 1, bathing and the operation of vessels (including anchoring, mooring or allowing a vessel to lie), excluding vessels associated with the fireworks event, are prohibited from the waters of the Goulburn River listed below in Table 1.

Table 1

Date	Time	Waters of the Goulburn River
Saturday 22 November 2008	3.00 pm to 9.30 pm	Within 65 metres radius of the fireworks firing site
Saturday 22 November 2008	9.30 pm to 9.45 pm	100 metres upstream and downstream of the fireworks firing site

The fireworks firing site is located in Goulburn Park approximately 100 metres south-west of the intersection of Goulburn Street and The Esplanade, Seymour.

At the completion of the event the waters of the Goulburn River will revert to the provisions of Schedule 88 contained in Notice 1 made under subsection 15(2) of the **Marine Act 1988**.

Reference No. 346/2008

Dated 7 November 2008

BRIAN RICHES
Director of Marine Safety

Planning and Environment Act 1987**CARDINIA PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C122

The Minister for Planning has approved Amendment C122 to the Cardinia Planning Scheme.

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

The Amendment rezones land at 232–238 Fogarty Road, Tynong North, from a Public Use Zone (Schedule 1) to a Green Wedge Zone (Schedule 1) and applies an Environmental Significance Overlay over the land.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Cardinia Shire Council, Henty Way, Pakenham.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987**CASEY PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C108

The Minister for Planning has approved Amendment C108 to the Casey Planning Scheme.

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

The Amendment deletes the following from the Casey Planning Scheme:

- Schedule 10 to the Development Contributions Plan Overlay at Clause 45.06;
- Incorporated Document the 'Lysterfield South Development Contributions Plan, May 1999' from the Schedule to Clause 81.01;
- Planning Scheme Map 2DPCO;
- Reference to Map 2DPCO from the Schedule to Clause 61.03.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Casey City Council, Magid Drive, Naree Warren.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987**GREATER SHEPPARTON****PLANNING SCHEME**

Notice of Approval of Amendment

Amendment C78

The Minister for Planning has approved Amendment C78 to the Greater Shepparton Planning Scheme.

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

The Amendment rezones land at 8025–8031 Goulburn Valley Highway, Shepparton, from a Business 4 Zone to a Business 1 Zone, and applies a planning permit for buildings and works for a supermarket, specialty shops, petrol station and fast food outlet, restricted retail, community centre, car parking, and landscaping; use of land for a community centre; display of advertising signage; buildings and works in the Land Subject to Inundation Overlay; creation and alteration of access to a road within a Road Zone Category 1; reduction in car parking requirements; variation of service station requirements; and buildings and works in the Design and Development Overlay.

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

Permit No: 2006–42.

Description of land: 8025–8031 Goulburn Valley Highway, Shepparton.

A copy of the Amendment and permit/s can be inspected, free of charge, at the Department of Planning and Community Development

website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the office of the Greater Shepparton City Council, 90 Welsford Street, Shepparton.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

GREATER SHEPPARTON PLANNING SCHEME

Notice of Approval of Amendment Amendment C106

The Minister for Planning has approved Amendment C106 to the Greater Shepparton Planning Scheme.

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

The Amendment applies the Heritage Overlay to dwellings at 305, 307, 309 and 311 Maude Street, Shepparton, 73, 75, 77 and 79–81 Wyndham Street, Shepparton, and 248 Hogan Street, Tatura, and amends the Schedule to Clause 43.01.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Greater Shepparton City Council, 90 Welsford Street, Shepparton.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

KINGSTON PLANNING SCHEME

Notice of Approval of Amendment Amendment C79

The Minister for Planning has approved Amendment C79 to the Kingston Planning Scheme.

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

The Amendment:

- places an Environmental Significance Overlay (ESO) over Edithvale Common and the Chelsea Public Golf Course and introduces a new schedule to the ESO;
- rezones part of Edithvale Common from a Public Use Zone 1 (Service and Utility) to a Public Park and Recreation Zone; and
- rezones a small section of road reserve along Edithvale Common from a Public Use Zone 1 (Service and Utility) to a Road Zone Category 1.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the office of the Kingston City Council, Level 1, 1230 Nepean Highway, Cheltenham 3192.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

KNOX PLANNING SCHEME

Notice of Approval of Amendment Amendment C57

The Knox City Council has approved Amendment C57 to the Knox Planning Scheme.

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

The Amendment corrects several zoning and overlay mapping anomalies by rezoning various properties, removing overlays from four properties and extending one overlay.

The Amendment was approved by the Knox City Council on 22 April 2008 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, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the Department of Planning and Community Development, and at the offices of the Knox City Council, 511 Burwood Highway, Wantirna South.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

MANSFIELD PLANNING SCHEME

Notice of Approval of Amendment

Amendment C8

The Mansfield Shire Council approved Amendment C8 to the Mansfield Planning Scheme on 21 October 2008.

The Amendment rezones Lot 1 PS300683V, 5 Crosbys Lane, Mansfield, located on the south-east corner of Mount Buller Road and Crosbys Lane, Mansfield, from Rural Living Zone to Mixed Use Zone, and applies a Design and Development Overlay and a Development Plan Overlay to the site.

The Amendment was approved by the Mansfield Shire Council in accordance with authorisation given by the Minister under section 11(1) of the **Planning and Environment Act 1987** on 18 July 2007. The authorisation has not been withdrawn.

A copy of the Amendment can be inspected, free of charge, during office hours, at the offices of the Mansfield Shire Council, 33 Highett Street, Mansfield, and free of charge at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

MOIRA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C34

The Minister for Planning has approved Amendment C34 to the Moira Planning Scheme.

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

The Amendment rezones the former Police Station at 22 Irvine Parade, Yarrowonga, from the Public Use Zone 3 – Health and Community (PUZ3) to the Residential 1 Zone (R1Z). The Amendment also introduces a new Schedule to the Farming Zone to remove references to land in the City of Greater Shepparton.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Moira Shire Council, 44 Station Street, Cobram.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

MOONEE VALLEY PLANNING SCHEME

Notice of Approval of Amendment

Amendment C77

The Minister for Planning has approved Amendment C77 to the Moonee Valley Planning Scheme.

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

The Amendment replaces the existing Schedule 2 to the Development Plan Overlay with a revised schedule that provides for an alternative development outcome on the land and amends the area covered by the DPO2.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection.

dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Moonee Valley City Council, 9 Kellaway Avenue, Moonee Ponds.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

MORNINGTON PENINSULA PLANNING SCHEME

Notice of Approval of Amendment Amendment C113

The Minister for Planning has approved Amendment C113 to the Mornington Peninsula Planning Scheme.

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

The Amendment applies the Heritage Overlay and its associated schedule to land at 42 Barkly Street, Mornington, Lot 2 PS515064, on an interim basis whilst another Amendment is prepared and exhibited to assess the appropriateness of permanent controls.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Mornington Peninsula Shire Council, Mornington Office, 2 Queen Street, Mornington; Rosebud Office, 90 Besgrove Street, Rosebud; and Hasting Office, 21 Marine Parade, Hastings.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

MOUNT ALEXANDER PLANNING SCHEME

Notice of Approval of Amendment Amendment C38

The Mount Alexander Shire Council has approved Amendment C38 to the Mount Alexander Planning Scheme.

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

The Amendment rezones Lots 1, 2 and 3 LP 210919 and CAs 14B and 14G, Section D8, Parish of Castlemaine, Castlemaine, from a Rural Living Zone (RLZ) to a Low Density Residential Zone (LDRZ), removes the Development Plan Overlay – Schedule 3 and applies a new site specific Development Plan Overlay – Schedule 7.

The Amendment was approved by the Mount Alexander Shire Council on 14 October 2008 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, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Mount Alexander Shire Council, 25 Lyttleton Street and 9 Halford Street, Castlemaine.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987

PORT PHILLIP PLANNING SCHEME

Notice of Approval of Amendment Amendment C57 Part 2

The Minister for Planning has approved Amendment C57 Part 2 to the Port Phillip Planning Scheme.

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

The Amendment:

- introduces a new schedule (DDO18) to the Design and Development Overlay at Clause 43.02 that reflects the outcomes of the Ormond Road Urban Design Guidelines. The proposed DDO18–3 applies to the residential precinct on Ormond Road, between Pine Avenue and St Kilda Street, and incorporates a mandatory maximum building height for new development, as well as mandatory and discretionary setback requirements;

- makes changes to the Port Phillip Planning Scheme Maps, namely 9DDO (Design and Development Overlay map); and
- modifies the Local Planning Policy Framework at Clause 22.01 'Residential Neighbourhood Character Policy', Clause 22.02 'Retail Centres Policy', Clause 22.05 'Urban Design for New Residential Development' and Clause 22.06 'Urban Design for Non Residential Development and Multi Unit Residential Development' to update the Reference Document – the Ormond Road Urban Design Guidelines (2008).

A copy of the Amendment can be inspected, free of charge, during office hours, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and at the offices of the Port Phillip City Council, South Melbourne Town Hall, 208–220 Bank Street, South Melbourne.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987
STONNINGTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C79

The Stonnington City Council has approved Amendment C79 to the Stonnington Planning Scheme.

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

The Amendment confirms permanent heritage protection of HO367, as it applies to Montrose House, part 38 Huntingtower Road, Armadale, in the Heritage Overlay.

The Amendment was approved by the Stonnington City Council on 23 October 2008 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, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Stonnington City Council, Prahran Town Hall, corner of Greville and Chapel Streets, Prahran.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

Planning and Environment Act 1987
MURRINDINDI PLANNING SCHEME
Notice of Lapsing of Amendment
Amendment C17

The Murrindindi Shire Council has resolved to abandon Amendment C17 to the Murrindindi Planning Scheme.

The Amendment proposed to implement the Alexandra Urban Design Framework 2006 and Small Towns Urban Design Framework 2005 by rezoning land in the Alexandra township to Public Use 7 (Other public use) and Business 4; including new strategies and amending the framework plan for Alexandra in Clause 21.07; including new strategies for Buxton, Glenburn, Molesworth, Narbethong, Strath Creek, Taggerty, Thornton and Yarck in Clause 21.09; adding both frameworks and the UT Creek Reserve Master Plan 2005 as reference documents to the scheme; and adding new policies Alexandra Township, Taggerty Township and Yarck Township to Clause 22.03.

The Amendment lapsed on 21 October 2008.

PETER ALLEN
Executive Director
Statutory Planning Systems Reform
Department of Planning and
Community Development

ORDERS IN COUNCIL

Flora and Fauna Guarantee Act 1988

ADDING ITEMS TO THE LIST OF TAXA AND COMMUNITIES OF FLORA AND FAUNA WHICH ARE THREATENED

The Governor in Council, under section 10(1) of the **Flora and Fauna Guarantee Act 1988**, adds the items listed in the Schedule below to the list of taxa and communities of flora and fauna which are threatened.

Dated 11 November 2008

Responsible Minister:

GAVIN JENNINGS

Minister for Environment and Climate Change

RYAN HEATH

Clerk of the Executive Council

Schedule

ITEMS TO BE ADDED TO THE LIST OF TAXA AND COMMUNITIES OF FLORA AND FAUNA WHICH ARE THREATENED

Taxa	Common Name
<i>Caladenia cremna</i>	Spider-orchid species (NE Vict.)
<i>Caladenia ancylosa</i>	Genoa Spider-orchid
<i>Caladenia clavescens</i>	Castlemaine Spider-orchid
<i>Caladenia cretacea</i>	Stuart Mill Spider-orchid
<i>Caladenia douglasiorum</i>	Douglas' Spider-orchid
<i>Caladenia grampiana</i>	Grampians Spider-orchid
<i>Caladenia oreophila</i>	Monaro Spider-orchid
<i>Caladenia osmera</i>	Pungent Spider-orchid
<i>Caladenia peisleyi</i>	Heath Spider-orchid
<i>Diuris protena</i>	Northern Golden Moths
<i>Prasophyllum anticum</i>	Pretty Hill Leek-orchid
<i>Prasophyllum barnettii</i>	Elegant Leek-orchid
<i>Prasophyllum erythrocommum</i>	Tan Leek-orchid
<i>Diuris gregaria</i>	Clumping Golden Moths
<i>Diuris daltonii</i>	Western Purple Diuris
<i>Prasophyllum gilgai</i>	Gilgai Leek-orchid
<i>Prasophyllum maccannii</i>	Inland Leek-orchid
<i>Prasophyllum readii</i>	Painted Leek-orchid
<i>Prasophyllum viretrum</i>	Basalt Leek-orchid
<i>Canis lupus</i> subsp. <i>dingo</i>	Dingo

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

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

132. *Statutory Rule:* Guardianship and Administration (Fees) Regulations 2008
Authorising Act: Guardianship and Administration Act 1986
Date of making: 11 November 2008
133. *Statutory Rule:* Co-operatives Regulations 2008
Authorising Act: Co-operatives Act 1996
Date of making: 11 November 2008
134. *Statutory Rule:* Transport (Infringements) Amendment (Obsolete Offences) Regulations 2008
Authorising Act: Transport Act 1983
Date of making: 11 November 2008

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

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

<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
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