



Victoria Government Gazette

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No. G 23 Thursday 4 June 2009

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GENERAL

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As from 4 June 2009

The last Special Gazette was No. 167 dated 3 June 2009.

The last Periodical Gazette was No. 1 dated 3 June 2009.

How To Submit Copy

- See our webpage www.gazette.vic.gov.au
 - or contact our office on 9642 5808
between 8.30 am and 5.30 pm Monday to Friday
-

Copies of recent Special Gazettes can now be viewed at the following display cabinet:

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

**PUBLICATION OF THE VICTORIA GOVERNMENT GAZETTE (GENERAL)
QUEEN'S BIRTHDAY WEEK 2009 (MONDAY 8 JUNE 2009)**

Please Note:

The Victoria Government Gazette (General) for Queen's Birthday week (G24/09) will be published on **Thursday 11 June 2009**.

Copy deadlines:

Private Advertisements **9.30 am on Friday 5 June 2009**

Government and Outer
Budget Sector Agencies Notices **9.30 am on Tuesday 9 June 2009**

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

VICTORIA GOVERNMENT GAZETTE

Subscribers and Advertisers

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JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

Aerodrome Landing Fees Act 2003

Essendon Airport Pty Ltd gives notice that the following fees have, under the **Aerodrome Landing Fees Act 2003** ('Act'), been fixed and operate at Essendon Airport on and from 1 July 2009.

1. A fee per arrival for a:
 - (a) fixed wing aircraft, of \$16.20 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$40; and
 - (b) rotary wing aircraft, of \$10.80 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$20.
2. A fee per training flight approach (as defined under the Act) for a:
 - (a) fixed wing aircraft that touches the runway, \$16.20 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$40; and
 - (b) rotary wing aircraft that touches the runway, of \$10.80 per 1,000 kilograms (pro-rata) of the aircraft's maximum take-off weight with a minimum charge per arrival of \$20; and
 - (c) fixed wing aircraft or a rotary wing aircraft that does not touch the runway, \$10.80.
3. A fee for parking of a:
 - (a) fixed wing aircraft with a maximum take-off weight under 5,000 kilograms, of \$10.80 per day; and
 - (b) fixed wing aircraft with a maximum take-off weight of 5,000 kilograms or more, of \$54 per day; and
 - (c) rotary wing aircraft of \$54 per day.

These parking fees are not payable in any consecutive 3 month period (from the date the aircraft last landed at the Airport) provided an aircraft averages 1 landing per month in that consecutive 3 month period.
4. Aircraft not registered in Australia must, in addition to paying the above fees, pay a fee of \$37.50 per monthly invoice.

The above fees do not include GST. Please refer to www.essendonairport.com.au for further information.

DISSOLUTION OF PARTNERSHIP

retrOskins

The partnership which existed or was alleged to exist between Joanna Macdougall of GPO Box 105, Richmond 3121, and Marion Duckett of GPO Box 105, Richmond 3121, is hereby dissolved from 1 May 2009. This notice is dated 29 May 2009.

JOANNA MACDOUGALL

Re: VERONICA MAUREEN GRIFFITHS, late of Broughton Lea Nursing Home, Surrey Hills, Victoria, but formerly of 39 Urquhart Street, Hawthorn, Victoria, gentlelady, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 March 2009, are required by the trustee, Jennifer Elizabeth Cade, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: Estate MILAN DEJANOVIC, deceased.

In the estate of MILAN DEJANOVIC of Leitchville Road, Pyramid Hill, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and all other persons having claims against the estate of the said deceased, are required by Janja Kovacevic, the administrator of the estate of the said deceased, to send particulars of such claims to her, in care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date she will distribute the assets, having regard only to the claims of which she then has notice.

BASILE & CO. PTY LTD, legal practitioners,
46 Wellington Street, Kerang, Victoria 3579.

BRIAN NORMAN NAYLOR, late of 345 Coombs Road, Kinglake West, in the State of Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 7 February 2009, are required to send particulars thereof to the executor, care of the undermentioned solicitors, on or before 3 August 2009, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

BECKWITH CLEVERDON REES, solicitors,
294 Collins Street, Melbourne 3000.

PATRICIA MOIREE NAYLOR, late of 345 Coombs Road, Kinglake West, in the State of Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 7 February 2009, are required to send particulars thereof to the executor, care of the undermentioned solicitors, on or before 3 August 2009, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

BECKWITH CLEVERDON REES, solicitors,
294 Collins Street, Melbourne 3000.

Creditors, next-of-kin and others having claims in respect of the estate of GLENYS ELAINE ABBEY, late of 49 Edis Street, Kyabram, Victoria, home duties, deceased, who died on 2 June 2008, are required by the executor, Bobby William Shilling, to send particulars of their claims to him, care of the undermentioned solicitor, by 14 August 2009, after which date he will distribute the assets, having regard only to the claims of which he then has notice.

BRIAN B. KEOGH, legal practitioner,
22 Blake Street, Nathalia 3638.

Re: KEVIN McINTYRE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of KEVIN McINTYRE, late of 69 Liege Avenue, Noble Park, in the said State, retired, deceased, who died on 28 February 2009, are required by the executor to send particulars of their claim to her, care of the undermentioned solicitors, by 19 November 2009, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which she then shall have notice.

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

Re: Estate of VERONICA AGNES BARRY, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of VERONICA AGNES BARRY, formerly of 15 Cecil Street, Colgoa, Victoria, but late of 40 Pioneer Street, Manangatang, Victoria, widow, deceased, who died on 2 June 2008, are to send particulars of their claim to the executors, care of the undermentioned legal practitioners, by 20 August 2009, after which the executors will distribute the assets, having regard only to the claims of which they then have notice.

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

Re: Estate of NICOLAOS ICONOMIDIS, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of NICOLAOS ICONOMIDIS, late of 4 Lalbert Road, Lake Boga, Victoria, retired, deceased, who died on 16 April 2009, are to send particulars of their claim to the executrix, care of the undermentioned legal practitioners, by 18 August 2009, after which the executrix will distribute the assets, having regard only to the claims of which she then has notice.

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

Trustee Act 1958

SECTION 33 NOTICE

Notice to Claimants

FRANK OSWALD PEAKE, late of 3 Village Close, Mt Martha, Victoria, gentleman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 March 2009, are required by Equity Trustees Limited, the executor of the estate of the deceased, to send particulars of their claims to it, care of the undermentioned solicitor, by 4 August 2009, after which date the

executor may convey or distribute the assets, having regard only to the claims of which it then has notice.

HUNT & HUNT,
Level 26, 385 Bourke Street, Melbourne,
Victoria 3000.
Ref: MJMM/9521886

Re: PATRICIA MARIA SEIDL, late of Broughton Lea Nursing Home, 9–17 Broughton Road, Surrey Hills, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 July 2008, are required by the executor, Equity Trustees Limited, ACN 004 031 298, of Level 2, 575 Bourke Street, Melbourne, Victoria, trustee company, to send particulars of their claims to the executor, care of James Higgins & Co. 443 Little Collins Street, Melbourne, by 3 August 2009, after which date the executor will convey or distribute the assets, having regard only to the claims of which the executor then has notice.

JAMES HIGGINS & CO., solicitors,
443 Little Collins Street, Melbourne 3000.

VERA LORRAINE THOMPSON, late of 33 Bay Road, Sandringham, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 March 2009, are required by the executor, Neal Alexander Sperling, to send particulars to him, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley 3172.

Re: MARY KATHLEEN NEWBY, late of 30 Wellington Avenue, Beaumaris, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 November 2008, are required by the trustees, Perpetual Trustees Victoria

Limited of Level 28, 360 Collins Street, Melbourne, Victoria, John David Newby, care of Perpetual Trustees Victoria Limited of Level 28, 360 Collins Street, Melbourne, Victoria, and Alan John Newby, care of Perpetual Trustees Victoria Limited of Level 28, 360 Collins Street, Melbourne, Victoria, the substituted executors named in the Will, the other instituted executor, John Leslie Newby, having predeceased the deceased, to send particulars to the trustees by 6 August 2009, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

MADDOCKS, lawyers,
140 William Street, Melbourne 3000.

Re: MARIA CERNY, also known as Mary Cerny, late of Unit 6, Oak Tree Hill Retirement Village, 37 View Mount Road, Glen Waverley, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 February 2009, are required by the trustees, Helena Russnak and Eva Macejka, to send particulars to the trustees, care of the undermentioned solicitors, by 4 August 2009, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

MASON SIER TURNBULL, lawyers,
315 Ferntree Gully Road, Mount Waverley 3149.

Re: IRENE FLORENCE REEVE, late of 18 Pedersen Street, Welshpool, Victoria 3966, but formerly of 63 Lewis Street, Welshpool, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 January 2009, are required by the trustees, Julie Elizabeth Anedda of 63 Lewis Street, Port Welshpool, Victoria, home duties, granddaughter, and Barry Reeve of 17 Pedersen Street, Welshpool, Victoria, machinery operator, grandson, to send particulars to the trustees' solicitors by 31 August 2009, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: JOHN FRANCIS McCUSKER, late of 21 Stanbury Court, Ardeer, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 December 2008, are required by the executors, Tracey Anne Sirett and Marc John Sirett, to send particulars of their claim to them, care of the undermentioned solicitors, by 6 August 2009, after which date the executors may convey or distribute the assets, having regard only to the claims of which they may then have notice.

PATRICK CASH & ASSOCIATES, solicitors,
161 Nicholson Street, Footscray 3011.

Re: RICHARD GEORGE SMITH, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 April 2009, are required by the trustees, Helen Ann Galik and Brendan Richard Smith, to send particulars to the trustees, care of the undermentioned solicitors, by 4 August 2009, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Re: FRANCES BEVERLY McCONVILLE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 January 2009, are required by the trustees, Francis William McConville and Leonie Margaret McConville, care of the undermentioned solicitors, to send particulars to the trustees by 31 August 2009, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

RADFORD LEGAL, barristers and solicitors,
14 Napier Street, St Arnaud 3478.

Re: TOM DVORIK, late of Strathdon Nursing Home, 9 Jolimont Road, Forest Hill, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 December 2008, are required by Robyn Christina Hrygaitis, in the Will called Robyn Christina Hunter, and Susan Janet Jean, the trustees of the estate of the deceased, to send particulars of their claims to them, care of the undermentioned lawyers, by 3 August 2009, by which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

RUSSO PELLICANO CARLEI, lawyers,
43 Atherton Road, Oakleigh, Victoria 3166.

ILO BETH WATSON, late of 52 Scenic View Drive, Mount Martha, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 April 2009, are required by the executors, Barry Douglas Watson of 20 Manna Gum Rise, Warrandyte, and Stephen Lynn Watson of 1/40 Ronald Street, Tootgarook, to send particulars to them, care of Stidston & Williams Weblaw, by 8 August 2009, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

STIDSTON & WILLIAMS WEBLAW, lawyers,
Suite 1, 10 Blamey Place, Mornington 3931.

Re: JOHN GEORGE MENZIES, late of Unit 2, 1 Rene Street, Beaumaris, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 March 2009, are required by the executor, Robin Linda Webb, to send particulars to them, care of the undersigned solicitors, by 17 August 2009, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

WILLIS SIMMONDS LAWYERS,
legal practitioners,
6/1 North Concourse, Beaumaris 3193.

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

On Wednesday 1 July 2009 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Classic Period Homes Pty Ltd of 280A Rex Road, Campbellfield, sole proprietor of an estate in fee simple in the land described in the following properties:—

Firstly:— Certificate of Title Volume 02606 Folio 179, upon which is erected a dwelling known as 29–31 Smythe Street, Corinella.

Registered Mortgage No. AC824180M affects the said estate and interest.

Secondly:— Certificate of Title Volume 09350 Folio 131, upon which is erected a dwelling known as 11 Walpole Street, Corinella.

Registered Mortgage No. AC824180M affects the said estate and interest.

Payment Terms – Cash/Eftpos (Debit Cards only/no Credit Cards)/bank cheque or solicitors trust account cheque, must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

SW080010243

M. JACKSON
Sheriff's Office
Phone (03) 9947 1540

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

On Wednesday 1 July 2009 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Tonia Philpott of 122 Williams Road, South Morang, as shown on Certificate of Title as Tonia Marie Philpott, joint proprietor with Richard Brian Philpott of an estate in fee simple in the land described on Certificate of Title Volume 10943 Folio 688, upon which is erected a house known as 122 Williams Road, South Morang.

Registered Mortgage No. AF202702B, Covenant No. PS526061W and Agreement Section 173 **Planning and Environment Act 1987** No. AE356994F affect the said estate and interest.

Payment Terms – Cash/Eftpos (Debit Cards only/no Credit Cards)/bank cheque or solicitors trust account cheque must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

SW080078003

M. JACKSON
Sheriff's Office
Phone (03) 9947 1540

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

On Wednesday 1 July 2009 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Marie Parry of 62A Spring Gully Road, Spring Gully, as shown on Certificate of Title as Marie Jennifer Parry, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09707 Folio 312, upon which is erected a dwelling known as 62A Spring Gully Road, Spring Gully.

Registered Mortgage No. M428661H affects the said estate and interest.

Payment terms – Cash/Eftpos (Debit Cards only/no Credit Cards)/bank cheque or solicitors trust account cheque must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

SW090003311

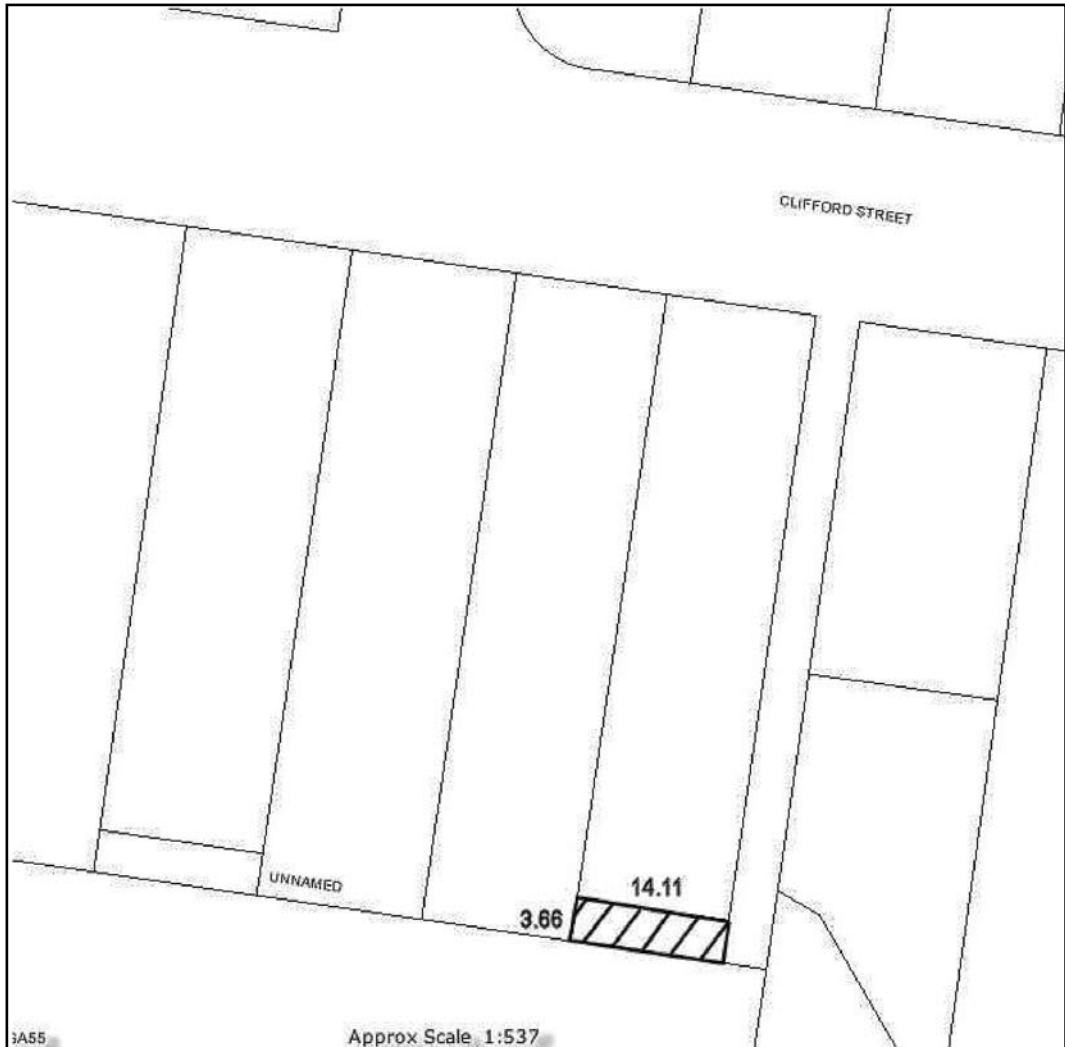
M. JACKSON
Sheriff's Office
Phone (03) 9947 1540

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

BAW BAW SHIRE COUNCIL

Road Closure – Rear of 62 Clifford Street, Warragul

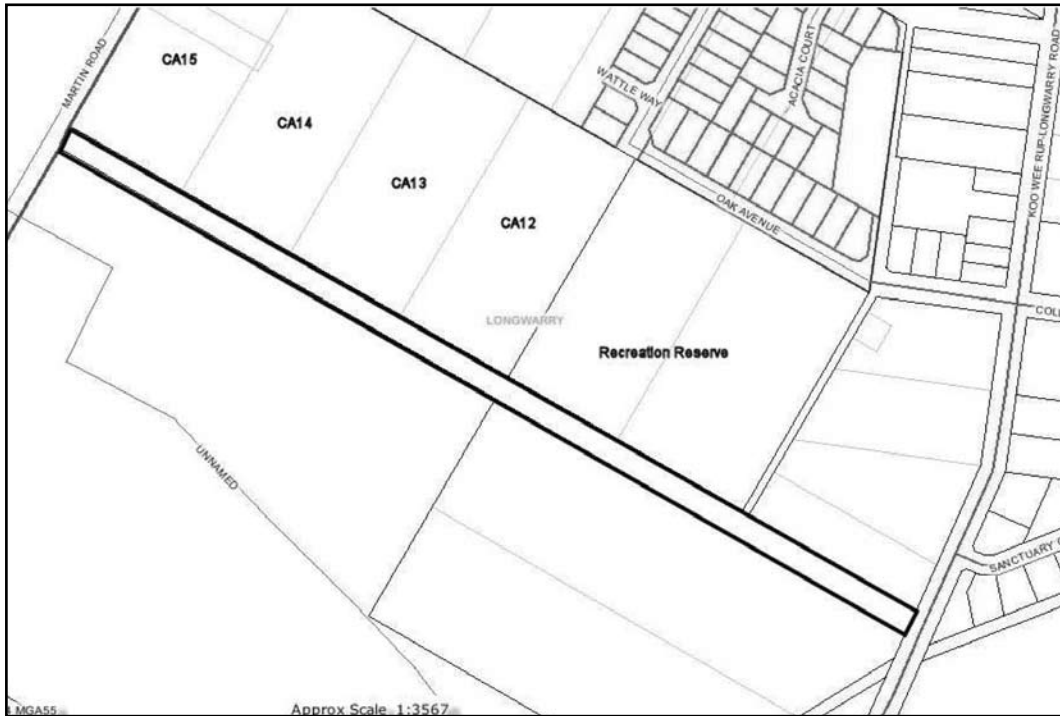
Pursuant to section 206 and schedule 10 of the **Local Government Act 1989**, the Baw Baw Shire Council at its ordinary meeting on 13 July 2005 formed the opinion that the road shown hatched on the plan below is no longer required for public use and resolved to discontinue the road and sell the land to the abutting landowner.



BAW BAW SHIRE COUNCIL

Road Closure – Longwarry,
between Martin Road and Koo Wee Rup–Longwarry Road

Pursuant to section 206 and schedule 10 of the **Local Government Act 1989**, the Baw Baw Shire Council, at its ordinary meeting on 27 May 2009, formed the opinion that the road shown in bold on the plan below is no longer required for public use and resolved to discontinue the road.



RURAL CITY OF WANGARATTA

Proposed Closure of Road and Sale of Land – Swan Street, Wangaratta

Pursuant to section 206 and schedule 10, clause 3 of the **Local Government Act 1989**, the Wangaratta Rural City Council at its meeting held on 19 May 2009, formed the opinion that a section of road adjoining properties situated at 102 and 104 Swan Street, Wangaratta, shown hatched on the plan below, is not reasonably required as a road for public use and resolved to discontinue this road and offer the land for sale to the adjoining property owners.



Pursuant to section 189 of the **Local Government Act 1989** the Rural City of Wangaratta gives notice that it proposes to sell land containing approximately 240 m² shown as Road R1 on Plan of Subdivision LP 013698 situated between properties at 102–104 Swan Street, Wangaratta.

In accordance with section 223 of the **Local Government Act 1989**, any person may make a submission on the proposed road closure and sale. Submissions must be in writing, addressed to the Chief Executive Officer, PO Box 238, Wangaratta, and must be received by the Council on or before Monday 29 June 2009.

A person making a submission may request to be heard in person in support of their submission.

Further details on the proposed road closure and sale of this land can be obtained by contacting Mr Wayne Stafford, Governance and Property Officer at the Wangaratta Government Centre, 62–68 Ovens Street, Wangaratta, (03) 5722 0888.

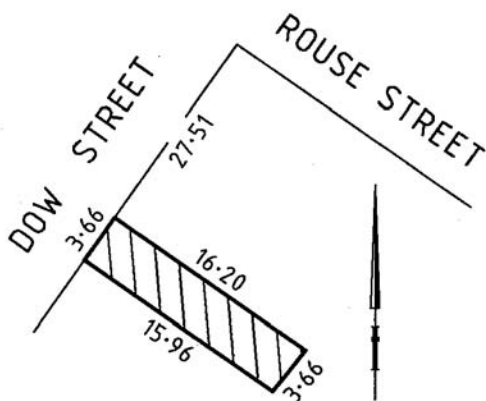
Dated 26 May 2009

DOUG SHARP
Chief Executive Officer

CITY OF PORT PHILLIP

Discontinuance of Road

Notice is hereby given that the Port Philip City Council, at its Ordinary Meeting on 26 May 2008, formed the opinion that the section of road shown hatched on the plan below is not reasonably required as a road for public use and resolved to discontinue the road, and having advertised and served notices regarding the proposed discontinuance and hearing submissions under section 223 of the **Local Government Act 1989**, orders that the road at the rear 121–123 Rouse Street, Port Melbourne, be discontinued pursuant to section 206 and schedule 10, clause 3 of the said Act, and the land of the discontinued road be sold by private treaty to the owners of the land abutting the road.



KAY RUNDLE
Chief Executive Officer

The purpose and general purport of the Local Law is to establish meeting procedures, govern the use of the Council Seal and regulate the election of the Mayor.

A copy is available for inspection at the Shire Offices, 2 Pope Street, Bannockburn, and 68 Sussex Street, Linton, and by visiting www.goldenplains.vic.gov.au

ROD NICHOLLS
Chief Executive Officer



Notice of Intention to Amend
Road Management Plan

In accordance with section 302 of the Road Management (General) Regulations 2005, Maroondah City Council has conducted a review of its Road Management Plan. The purpose of the review was to assess current road management practices, including the inspection, maintenance and repair of all Council's roads and associated road inventory as listed in its Register of Public Roads, taking account of financial considerations, community expectations and service delivery priorities.

A report on the proposed amendments to the Road Management Plan can be inspected at Council offices, located at Braeside Avenue, Ringwood, the Eastland Service Centre, and the Civic Square Service Centre, Croydon, during normal office hours. Alternatively, the report can be viewed from Council's website, located at www.maroondah.vic.gov.au

Any person wishing to make comment on the proposed amendments can do so in writing, addressing all correspondence to Andrew Taylor, Manager Engineering and Infrastructure Services, Maroondah City Council, PO Box 156, Ringwood 3134. Correspondence must be received by Council no later than 5.00 pm on Friday 3 July 2009.

For further information please contact Neil Tucker on 1300 88 22 33.

MIKE MARASCO
Chief Executive Officer



Notice of the Making of a Local Law

Local Law No. 1 – 2009

Processes of Municipal Government

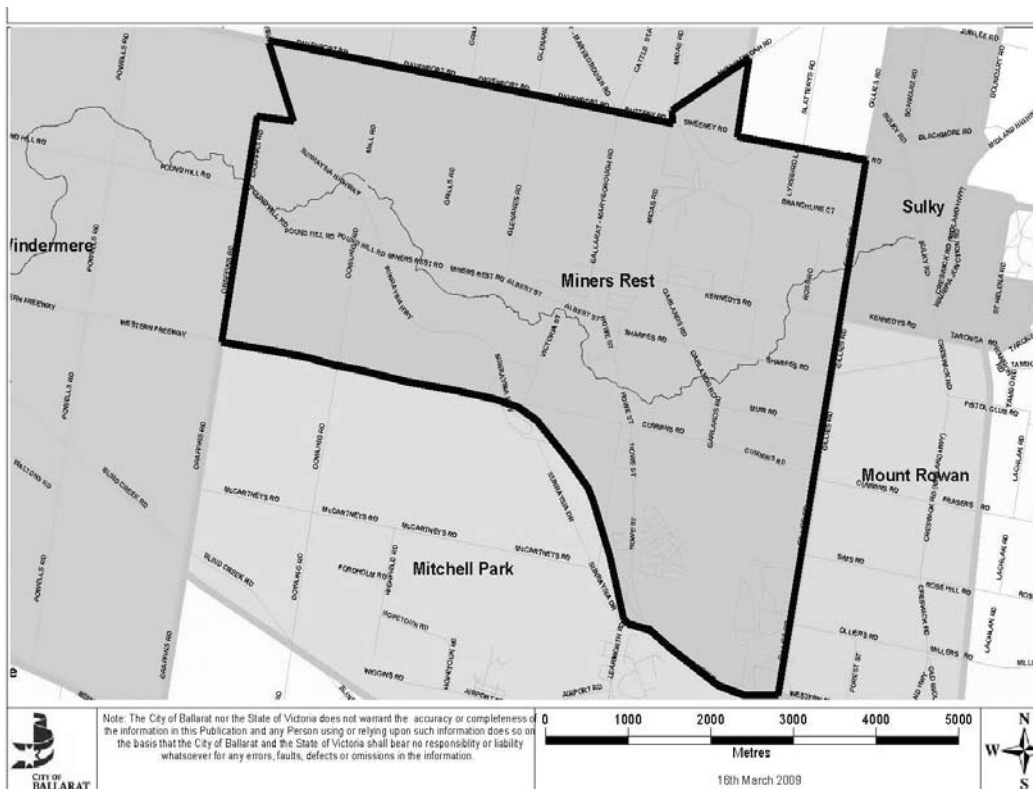
Notice is given pursuant to section 119 of the **Local Government Act 1989**, that Golden Plains Shire Council, at its Council meeting held on 28 May 2009, resolved to make a new local law, known as Local Law No. 1 – 2009 – Processes of Municipal Government.

Planning and Environment Act 1987
BALLARAT PLANNING SCHEME
 Notice of Preparation of Amendment
 Amendment C127
 Authorisation A01316

The Ballarat City Council has prepared Amendment C127 to the Ballarat Planning Scheme.

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

The Amendment applies to Miners Rest within the area outlined in map below:



The Amendment proposes to implement the Miners Rest Outline Development Plan (Volumes 1 and 2) 2007 in the following manner:

1. Amend Clause 21 (Municipal Strategic Statement) by:
 - updating Clause 21.04 (Environment) with respect to Environment Strategies, Zones and Overlays, Further Strategic Work and Other Actions relating to Burrumbeet Creek;
 - updating Clause 21.05 (Settlement) with respect to various statements, strategies and further strategic work for the Miners Rest by ensuring development is consistent with the Miners Rest Outline Development Plan (Volumes 1 and 2) 2007;
 - updating Clause 21.06 (Economic Development) regarding the review of planning controls around the Dowling Forest racecourse precinct;
 - including the Miners Rest Outline Development Plan (Volumes 1 and 2) 2007 as a Reference Document in Clause 21.08; and
 - deleting reference to the Miners Rest Outline Development Plan 1994.

2. Amend Clause 22 (Local Planning Policies) by:
 - replace the existing Clause 22.11 Miners Rest Policy with a new Clause 22.11 Miners Rest Policy to reflect the outcomes of the newly adopted Miners Rest Outline Development Plan (Volumes 1 and 2) 2007; and
 - including the Miners Rest Outline Development Plan (Volumes 1 and 2) 2007 as a Reference Document in Clause 22.11.
3. Amend the extent of the Erosion Management Overlay in accordance with the Miners Rest Outline Development Plan 2007 by:
 - extending the existing Erosion Management Overlay to protect the entirety of Mount Pisgah; and
 - extending the existing Erosion Management Overlay to protect the Burrumbeet Creek, where it traverses the Sunraysia Highway.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Ballarat City Council, Ballarat Town Hall, Sturt Street, Ballarat; at the City of Ballarat website www.ballarat.vic.gov.au; 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 may make a submission to the planning authority.

The closing date for submissions is Monday 13 July 2009. A submission must be sent to the Ballarat City Council, PO Box 655, Ballarat, Victoria 3353.

SEAN O'KEEFFE
Manager Strategic Planning

Planning and Environment Act 1987

BANYULE PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C60

Authorisation A01309

The Banyule City Council has prepared Amendment C60 to the Banyule Planning Scheme.

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

The land affected by the Amendment is within the Heidelberg Major and Specialised Activity Centre; generally bound by Banksia Street, Waterdale Road, St Hellier Street, Brown Street, and the Heidelberg parklands.

The Amendment proposes to implement the Heidelberg Precinct Structure Plan by:

- updating the Municipal Strategic Statement;
- changing the zoning of land;
- replacing the Design and Development Overlay (DDO5) with a new Schedule 5 and extending the area of the overlay; and
- removing two Incorporated Documents from the schedules to clause 52.03 'Specific Sites and Exclusions' and clause 81.01 'Table of documents incorporated in this scheme' for the 'Heidelberg Offices 1 and 2'.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Banyule City Council, 44 Turnham Avenue, Rosanna, or 275 Upper Heidelberg Road, Ivanhoe; 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 may make a submission to the planning authority.

The closing date for submissions is 5.00 pm, 6 July 2009. A submission must be sent to Banyule City Council, Strategic Planning Department, PO Box 51, Ivanhoe 3079.

DAVID COX
Strategic Planning Coordinator

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

The closing date for submissions is Monday 6 July 2009. A submission must be sent to the Baw Baw Shire Council, PO Box 304, Warragul 3820.

DAVID A. POWELL
Chief Executive Officer

Planning and Environment Act 1987

BAW BAW PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C68

Authorisation A01232

The Baw Baw Council has prepared Amendment C68 to the Baw Baw Planning Scheme.

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

The land affected by the Amendment is

- 155 Burnt Store Road, Drouin South, being Lot 4 PS548936H;
- 6 Farrington Close, Warragul South, being lot 3 PS210562A, Lot 1 TP138520 and Lot 1 TP840498; and
- 180 Lardners Track, Drouin East, being Part CA 27B Parish of Drouin West, and Lot 2 PS506840J.

The Amendment proposes to

- introduce the Rural Activity Zone into the Baw Baw Planning Scheme; and
- rezone 155 Burnt Store Road, Drouin South, 6 Farrington Place, Warragul South, and 180 Lardners Track, Drouin East, from Farming Zone to Rural Activity Zone.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the offices of the Baw Baw Shire Council, 61 Smith Street, Warragul; Young Street, Drouin; the Baw Baw Technology Centre, Princes Highway, Trafalgar; and at the Department of Planning and Community Development website www.dpcd.vic.gov.au/planning/publicinspection

Planning and Environment Act 1987

CAMPASPE PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C70

Authorisation A01336

The Campaspe Shire Council has prepared Amendment C70 to the Campaspe Planning Scheme.

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

The land affected by the Amendment is 246 Eyre Street (Lot 1 TP 447535C), 99 Haverfield Street (Lot 1 TP 326039R), and part 101–107 Haverfield Street (Part CA3A), Echuca.

The Amendment proposes to:

- rezone the land from Urban Floodway Zone to Residential 1; and
- apply the Land Subject to Inundation Overlay Control.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Shire of Campaspe offices, corner Heygarth and Hare Streets, Echuca; 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 may make a submission to the planning authority.

The closing date for submissions is 9 July 2009. A submission must be sent to Andrew Cowin, Strategic Planner at the Shire of Campaspe, PO Box 35, Echuca 3564.

KEITH BAILLIE
Chief Executive Officer

Planning and Environment Act 1987

CARDINIA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C125

Authorisation AO1275

The Cardinia Shire Council has prepared Amendment C125 to the Cardinia Planning Scheme.

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

The land affected by the Amendment is L1–2 LP130401 Racecourse Road, Pakenham.

The Amendment proposes to:

- rezone part of the subject land from an Industrial 1 Zone to a Comprehensive Development Zone – Schedule 3 (Lot 1 LP 130401, 7358 m²);
- rezone the remainder of the subject land from an Industrial 1 Zone to a Road Zone Category 1 (Lot 2 LP 130401, 481 m²);
- apply the Environmental Audit Overlay to Lot 1 LP 130401;
- introduce an amended Racecourse Road, Pakenham Comprehensive Development Plan, October 2008 to Schedule 1 to Clause 81.01; and
- amend Comprehensive Development Zone – Schedule 3 to update references to the Racecourse Road, Pakenham Comprehensive Development Plan, October 2008, introduce a new purpose to the zone, and include a number of new Section 2 (Permit Required) uses.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Cardinia Shire Council, Henty Way, Pakenham, Victoria 3810; 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 may make a submission to the planning authority.

The closing date for submissions is 6 July, 2009. A submission must be sent to the Cardinia Shire Council, PO Box 7, Pakenham.

JOHN HOLLAND
Manager Strategic Planning

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 11 August 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.

ARMSTRONG, Andrew Henry Garry, late of 44 Beddoe Avenue, Clayton, Victoria 3168, retired, who died on 16 December 2008.

BARLING, Stephen William, late of 3/20 Gladstone Street, Moe, Victoria 3825, gentleman, who died on 11 November 2007.

DUNN, Brian Arthur, late of 2/6 Inverness Way, Traralgon, Victoria 3844, pensioner, who died on 21 February 2009.

LEOPOLD, Anton, late of Mercy Place Wyndham, 37–39 Deutgam Street, Werribee, Victoria 3030, labourer, who died on 23 March 2009.

MICHELAZZI, Angelo, late of Springtime Nursing Home, 41 Manchester Drive, Sydenham, NSW 2044, pensioner, who died on 19 January 2009.

POLANEC, Volbenk Paul, late of 17 Avondale Grove, Mount Waverley, Victoria 3149, retired, who died on 15 February 2009.

WOODBERRY, Duane Justin, late of 3 Myall Crescent, Red Cliffs, Victoria 3496, who died on 13 December 2008.

Dated 2 June 2009

ROD SKILBECK
Manager
Executor and Trustee Services

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, 168 Exhibition Street, Melbourne Victoria 3000, the personal representative, on or before 7 August 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.

FINCH, James Malcolm, late of 25 Vincent Street, Sandringham, Victoria 3191, retired, who died on 28 January 2009.

HARMAN, Ian Stuart, late of Villa Maria Society, 15 Maple Street, Bayswater, Victoria 3153, who died on 22 March 2009.

HARRISON, David Edward, late of Bupa Croydon, 124 Maroondah Highway, Croydon, Victoria 3136, retired, who died on 7 February 2009.

HASTWELL, Karma, late of 85 Bald Spur Road, Kinglake, Victoria 3763, who died on 7 February 2009.

PARKER, Kenneth William, late of 4 Parkview Avenue, Aspendale, Victoria 3195, taxation officer, who died on 20 August 2005.

TURNER, Ada Bernice, late of 410 Reynolds Road, Research, Victoria 3095, home duties, who died on 12 March 2009.

YOUNG, Ian Still, late of Unit 4, 19 Glanfield Street, Northcote, Victoria 3070, retired, who died on 4 January 2009.

Dated 29 May 2009

ROD SKILBECK
Manager
Executor and Trustee Services

McCALMAN, Maxwell Charles Gordon, late of Eden Park Residential Aged Care, 31-33 Thompson Courtyard, East Geelong, Victoria 3219, who died on 11 March 2009.

PRICE, Nancy, late of Wattle Lodge Hostel, 209 Bay Street, Brighton, Victoria 3186, pensioner, who died on 26 February 2009.

ROSS, Marjorie Elizabeth, late of 2 Buvelot Place, Sunbury, Victoria 3429, pensioner, who died on 3 October 2008.

SIRUCKA, Wilhelm, late of 1 Pauline Avenue, Tecoma, Victoria 3160, retired, who died on 14 December 2008.

SOUTHGATE, Dorothy, late of Room 167 Marina Residential Aged Care, 385 Blackshaws Road, Altona North, Victoria 3025, widow, who died on 4 March 2009.

TEDOLI, Antonio, late of 594 Ballarat Road, Sunshine, Victoria 3020, who died on 11 March 2009.

TENSON, Dorothy Dingle, late of Blue Cross, 858 Pascoe Vale Road, Glenroy, Victoria 3046, widow, who died on 27 January 2009.

THOMAS, Alfred John, late of Koondrook Caravan Park, Site 20 Keen Street, Koondrook, Victoria 3580, pensioner, who died on 2 February 2009.

Dated 26 May 2009

ROD SKILBECK
Manager
Executor and Trustee Services

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 4 August 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.

BARRON, John Frederick, formerly of 19 Edith Street, Glen Waverley, Victoria 3150, but late of View Hills Manor, 55 Heatherton Road, Endeavour Hills, Victoria 3802, retired, who died on 7 March 2009.

DANCE, Patricia Iverna, late of Unit 8/19 Newlyn Street, Caulfield, Victoria 3162, retired, who died on 4 February 2009.

FERGUSON, Vicki Ann, late of 3 Henry Street, Melton, Victoria 3337, who died on 11 February 2009.

EXEMPTION

Application No. A117/2009

The Victorian Civil and Administrative Tribunal has considered an application for exemption pursuant to section 83 of the **Equal Opportunity Act 1995** (the Act) by Georgina Collective Inc. (the applicant). The application for exemption is to enable the applicant to advertise for and employ women only as workers in various positions in its women's refuge program.

Upon reading the material filed in support of this application, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 13, 100 and 195 of the Act to enable the applicant to advertise for and employ women only as workers in various positions in its refuge program.

In granting this exemption the Tribunal noted that –

- The applicant operates as a high security, 24-hour women's refuge program, as part of the Supported Accommodation Assistance Program being funded by the Department of Human Services.
- The program provides short-term, 24-hour crisis accommodation for women and their children escaping domestic violence.
- Workers are required to work an overnight shift as part of their roster and it is appropriate in the circumstances that the workers be women.

The Tribunal hereby grants an exemption from the operation of sections 13, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to advertise for and employ women only as workers in various positions in the applicant's refuge program.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 3 June 2012.

Dated 28 May 2009

C. McKENZIE
Deputy President

EXEMPTION

Application No. A101/2009

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

1. advertise for and employ women only to work in Women's Health In the North;
2. advertise for and employ women of a specified race or ethnic origin, or whose first language is a specified language other than English, to work in the Organisation on specific projects targeted at groups of women of that race or ethnic origin or whose first language is that language;
3. restrict individual membership of the Organisation to women only; and
4. require that organisations that are members of Women's Health In the North be represented at meetings (whether they come to attend,

speak or vote) by women only (the exempt conduct).

Upon reading the material submitted in support of the application the Tribunal is satisfied that it is appropriate to grant an exemption from sections 13, 14, 100 and 195 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption, the Tribunal noted:

- the applicant has been granted a similar exemption which expired on 11 May 2009;
- that this exemption application has been listed for hearing on 19 June 2009 and that it is appropriate to grant a short exemption so that the applicant may continue to engage in the exempt conduct until its application for a new exemption is heard and determined.

The Tribunal hereby grants an exemption to the applicant from the operation of sections 13, 14, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 26 June 2009.

Dated 28 May 2009

C. McKENZIE
Deputy President

EXEMPTION

Application No. A111/2009

The Victorian Civil and Administrative Tribunal has considered an application, pursuant to section 83 of the **Equal Opportunity Act 1995**, by Inner South Community Health Service. The application for exemption is to enable the applicant to employ a Female Support Worker to street sex workers, escort services and brothel sex workers (the exempt conduct).

Upon reading the material submitted in support of the application the Tribunal is satisfied that it is appropriate to grant an exemption from sections 13, 14, 100 and 195 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption, the Tribunal noted:

- The sex industry is not an homogenous industry and requires different approaches to different streams of sex workers. The majority of sex workers are females providing services for heterosexual male clients.

- All of the approximately 95 legally registered brothels in Victoria are staffed by female sex workers.
- Workers engaged in different aspects of the sex industry often have very different self and professional concepts and relate quite differently to service providers. Further, within the sex industry workforce there are levels of differentiation relating to gender and experience to be addressed if programs are to effectively reach and meet the needs of sex workers.
- Street sex workers, predominantly women and including young homeless women, are particularly vulnerable to violence and sexual assault and they require knowledge of and sensitivity to women's experiences.

The Tribunal hereby grants an exemption to the applicant from the operation of sections 13, 14, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 1 May 2012.

Dated 22 May 2009

HER HONOUR JUDGE HARBISON
Vice President

EXEMPTION

Application No. A119/2009

The Victorian Civil and Administrative Tribunal has considered an application, pursuant to section 83 of the **Equal Opportunity Act 1995**, by Parks Victoria. The application for exemption is to enable the applicant to advertise for and employ an Aboriginal member of the Barengi Gadjin Land Council ('the Land Council') in a field based position in Western Victoria and to advertise for and employ Aboriginal members of the Gunditj Mirring Traditional Owners Aboriginal Corporation ('the Corporation') in one field based and one office based position in south-western Victoria (the exempt conduct).

Upon reading the material submitted in support of the application the Tribunal is satisfied that it is appropriate to grant an exemption from sections 13, 14, 100 and 195 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption, the Tribunal noted:

- The Land Council and the Corporation are native title holding organisations. The Land Council manages land on behalf of the Traditional Owners of public land in Western Victoria including land held under native title and cooperatively managed under land management agreements between the Federal Government, the Victorian Government and the Land Council. The land includes state and national parks.
- The Corporation manages land on behalf of the Traditional Owners of public land in south-western Victoria including land held under native title and cooperatively managed under land management agreements between the Federal Government, the Victorian Government and the Corporation. The land includes the Mt Eccles National Park.
- The peak councils under indigenous land use agreements registered with the Federal Court and under various cooperative land management agreements with the Federal and Victorian Governments have requested that the applicant maximise employment and training opportunities for the Traditional Owners of the lands mentioned above in the country of those Traditional Owners.
- The Land Council wishes there to be a position of field officer (Park Ranger), whose task it would be to work in relation to the land managed by that council, have a role in its management, in cultural heritage issues, and in communication between the Traditional Owners and the applicant.
- The Corporation wishes there to be two positions (Park Ranger and Project Officer), whose task it would be to work in relation to the land managed by that Corporation, have a role in its management, in cultural heritage issues, and in communication between the traditional owners and the applicant.
- A member of the Land Council or the Corporation is best suited to fill the positions mentioned above because that person has the true and unique understanding and appreciation of the Traditional Owners' beliefs, customs and values, and the unique understanding of affinity to cultural sites and places.

- The holders of these positions will have access to secret information concerning traditional ecological knowledge, customs and practices. The holders of these positions must be accepted and trusted by the Traditional Owners and the cooperative partners in the management of the lands, or they will not be able to perform their tasks. They must be aware of and sensitive to the protocols and decision-making processes of the Land Council and the Corporation respectively.
- Parks Victoria has an aspirational target of at least 10% of its workforce being Indigenous people. The filling of these positions by members of the Land Council and the Corporation will help it to meet that target.

The Tribunal hereby grants an exemption to the applicant from the operation of sections 13, 14, 100 and 195 of the **Equal Opportunity Act 1995** to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 3 June 2012.

Dated 28 May 2009

C. McKENZIE
Deputy President

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

On 4 July 2009 at 11.00 am on site

Reference: 06/428.

Address of Property: 19 Ardlie Street, Westmeadows.

Crown Description: Crown Allotment 1^D, Section 1, Township of Broadmeadows, Parish of Will Will Rook.

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

Area: 821 m².

Officer Co-ordinating Sale: Brian Dee, Senior Project Manager, Land and Property Group, Department of Treasury and Finance, Level 5, 1 Treasury Place, Melbourne, Victoria 3002.

Selling Agent: Stockdale & Leggo Tullamarine Pty Ltd, Shop 158, Gladstone Park Shopping Centre, Gladstone Park, Victoria 3043.

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

Accident Towing Services Act 2007

ROADS CORPORATION

Tow Truck Application

Notice is hereby given that the following application will be considered by the Licensing Authority after 7 July 2009.

Notice of any objection to the granting of an application should be forwarded to reach the Director, Vehicle Management and Safety, Locked Bag 9000, Kew, Victoria 3101, not later than 2 July 2009.

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

M. & J. Towing Pty Ltd. Application for variation of conditions of tow truck licence numbers TOW592 and TOW704 which authorises the licensed vehicles to be managed, controlled and operated from depot situated at 400 Neerim Road, Murrumbeena 3163, to change the depot address to 57-59 Church Street, Abbotsford 3067 (Depot 756).

Dated 4 June 2009

DON HOGBEN
Director
Vehicle Management and Safety
Road Safety and Network Access
Roads Corporation

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 Melton Cemetery Trust
The Moe Memorial Park Trust
The Mount Egerton Cemetery Trust
The Nelson Cemetery Trust
The Pakenham Cemetery Trust

The Shepparton Cemetery Trust
 The Sorrento Cemetery Trust
 The Wodonga Cemetery Trust

PAULINE IRELAND
 Assistant Director
 Food Safety and Regulatory Activities

Education and Training Reform Act 2006

NOTICE OF ORDER CONSTITUTING SOMERVILLE SECONDARY COLLEGE COUNCIL

An Order was made on 22 May 2009 under section 2.3.2(1) of the **Education and Training Reform Act 2006** constituting a school council for the Government school situated at 37 Graf Road, Somerville, named Somerville Secondary College.

HON BRONWYN PIKE MP
 Minister for Education

Education and Training Reform Act 2006

NOTIFICATION SUSPENDING THE REGISTRATION OF A TEACHER

Pursuant to section 2.6.46 of the **Education and Training Reform Act 2006** (the Act), the Victorian Institute of Teaching (the Institute) may find a teacher has engaged in serious misconduct, has been seriously incompetent and/or is not fit to teach and may make a determination pursuant to subsection 2.6.46(2) including suspend the registration of a teacher.

On 20 May 2009, Mr Peter John Moran, born 10 October 1951, was found guilty of serious misconduct.

On 20 May 2009, Mr Peter John Moran's registration to teach was suspended, effective from 20 May 2009 until 31 December 2010.

SUSAN HALLIDAY
 Chairperson
 Disciplinary Proceedings Committee
 Victorian Institute of Teaching

Gambling Regulation Act 2003

SECTION 4.5.6

Notice is hereby given by the Victorian Commission for Gambling Regulation that:

a. Australian Federal Elections have been approved under section 4.5.6(1)(a) as a class of event for betting purposes;

- b. betting competitions on Australian Federal Elections have been approved for the purposes of section 4.5.6(1)(b);
- c. for the purposes of section 4.5.6(2) a betting competition on an Australian Federal Election is a competition with fixed odds; and
- d. for the purposes of section 4.5.9(a) an Australian Federal Election which has been approved as a class of event for betting purposes is not a sports betting event.

Dated 21 April 2009

PETER COHEN
 Executive Commissioner

MEDICAL PRACTITIONERS BOARD OF VICTORIA

Notice

Re: Dr Carl Edward Grace

The Medical Practitioners Board of Victoria ('the Board') on 20 May 2009 concluded a formal hearing into the professional conduct of Dr Grace.

The Panel found pursuant to section 45A(1)(a) of the **Medical Practice Act 1994** ('the Act') that Dr Grace had engaged in unprofessional conduct of a serious nature.

The Panel made the following determination pursuant to section 45A(2)(e) of the Act:

Dr Grace is not to initiate the prescription of any opiate not available over the counter unless the prescription is initiated or approved by a pain specialist or consultant physician, and the name of the pain specialist or consultant physician is noted in the medical record.

Dated 25 May 2009

BERNADETTE BROBERG
 Hearings Co-ordinator

Electricity Industry Act 2000

AGL SALES PTY LIMITED ABN 88 090 538 337

and

POWERDIRECT PTY LTD ABN 28 067 609 803

Conditions for Purchase of Small Renewable Energy Generation Electricity

IMPORTANT NOTE

Section 40G of the **Electricity Industry Act 2000** requires AGL Sales Pty Limited (AGL) and its subsidiary company, Powerdirect Pty Ltd (Powerdirect), as relevant licensees, to each publish an offer comprising the prices at, and terms and conditions on, which AGL and Powerdirect will each purchase small renewable energy generation electricity from relevant generators.

AGL and Powerdirect now publish pursuant to section 40G of the **Electricity Industry Act 2000** their respective terms and conditions for the purchase of small renewable energy generation electricity from relevant generators.

These terms and conditions will become effective in accordance with section 40H of the **Electricity Industry Act 2000**.

Where the following offer is made by Powerdirect, all references to 'AGL' in the terms and conditions are substituted with 'Powerdirect'. The registered office of Powerdirect, ABN 28 067 609 803, is 72 Christie Street, St Leonards, NSW 2065.

INITIAL FEED-IN PRICES**Commercial Generation Feed-in Prices****Commercial Feed-In-Prices - All Regions**

Description	Unit	Excl GST	Incl GST
Feed-in-Rate	c/KWh	6.00	6.60

Non-commercial Generation Feed-in Prices**Residential Feed-in Rates**

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL Nth	GD	Feed-in Rate	c/KWh	16.27	17.897

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL Sth	GD	Feed-in Rate	c/KWh	16.04	17.644

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL TS	GD	Feed-in Rate	c/KWh	15.70	17.270

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL OP	GD	Feed-in Rate	c/KWh	17.30	19.030

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL OC	GD	Feed-in Rate	c/KWh	15.34	16.874

Business Feed-in Rates

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL Nth	E	Feed-in Rate	c/KWh	17.27	18.997

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL Sth	E	Feed-in Rate	c/KWh	17.95	19.745

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL TS	E	Feed-in Rate	c/KWh	18.06	19.866

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL OP	E	Feed-in Rate	c/KWh	17.70	19.470

Region	Tariff	Description	Unit	Excl GST	Incl GST
AGL OC	E	Feed-in Rate	c/KWh	15.96	17.556

FEED-IN OFFER

AGL Sales Pty Limited ABN 88 090 538 337, of 120 Spencer Street, Melbourne, Victoria 3000 (referred to as 'we', 'our' or 'us' in the Feed-in Plan); and

(First Name, Last name of Relevant Generator), of **(insert Supply Address)** (referred to as 'you' or 'your' in the Feed-in Plan).

FEED-IN OFFER SCHEDULE		
1	SMALL RENEWABLE ENERGY GENERATION FACILITY (SREGF)	
1.1	CAPACITY OF SREGF (KW) (The SREGF must have an installed or name-plate generating capacity of less than 100 kilowatts in order to qualify for this Feed-in Offer.)	
1.3	INSTALLATION DATE (if known)	
1.4	SREGF BRAND / MODEL	
1.5	SREGF INSTALLER	
1.6	METER TYPE	
1.7	SUPPLY ADDRESS FOR SREGF	See item 3 below.
2	FEED-IN PRICE AND CHARGES	
2.1	FEED-IN PRICE	<i>[Insert the GST exclusive published Feed-in Price in cents per KWh for distribution region in which Supply Address and SREGF is located which is current at the date of the Feed-in Offer]</i> excluding GST, as that price may be varied from time to time in accordance with clause 5 of the Feed-in Terms.
2.2	DISTRIBUTION & METERING CHARGES	All distribution and metering related charges for the SREGF and your Supply Address will be passed through to you at cost. The initial amount of the distribution and metering charges will be notified to you prior to entering into the Feed-in Plan.
2.3	CREDIT FOR FEED-IN ELECTRICITY	Credit to your bill issued under your Electricity Sale Contract with us in accordance with clause 6 of the Feed-in Terms.
2.4	TERM / TERMINATION	See clauses 2 and 3 of the Feed-in Terms
2.5	END DATE	<i>[Insert end date if applicable]</i>
2.6	ADMINISTRATION COSTS (if applicable)	<i>[Insert the GST exclusive administration costs or 'NIL' if appropriate]</i>

3	ADDRESS DETAILS	SUPPLY ADDRESS	MAILING ADDRESS
	ATTENTION:		
	ADDRESS		
	CONTACT [PHONE]		
	EMAIL		

By signing this Feed-in Offer, you agree to be bound by the Feed-in Plan which consists of this Feed-in Offer and the attached Feed-in Terms.

SIGNED by You

Date: __ / __ / ____

Signature	Name: Please Print
-----------	--------------------

SIGNED for and on behalf of **AGL**
by its authorised representative

Date: __ / __ / ____

Signature	Name:
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1 FEED-IN TERMS

1.1 About your AGL Feed-in Plan

1.1.1 These are the Feed-in Terms that will apply to the purchase by us of Feed-in Electricity from you. These Feed-in Terms, and any Feed-in Offer that we make which refers to them and incorporates them, form a contract between you and us ('Feed-in Plan') for the purchase of Feed-in Electricity exported into the Distribution System from the Small Renewable Energy Generation Facility located at your Supply Address.

1.1.2 The terms of the Feed-in Offer will prevail over these Feed-in Terms to the extent of any inconsistency.

1.2 Nature of Feed-in Plan and Acceptance

1.2.1 This Feed-in Plan is:

- (a) only available to a person who is exporting or is proposing to export into the Distribution System, electricity generated by the Small Renewable Energy Generation Facility listed in the Feed-in Offer;
- (b) only available to a person who has a binding Electricity Sale Contract with us for the Supply Address at which that Small Renewable Energy Generation Facility is located;
- (c) only available once you have become registered as our customer in relation to the Electricity Sale Contract for the Supply Address at which the Small Renewable Energy Generation Facility is located (i.e. we have become financially responsible for that Supply Address under that Electricity Sale Contract);
- (d) only for the Small Renewable Energy Generation Facility listed in the Feed-in Offer; and
- (e) not transferable.

1.2.2 The initial Feed-in Prices set out in the Feed-in Offer are only valid and will only apply to this Feed-in Plan if we have the correct information about your distribution region. If we subsequently determine that your Supply Address is in a different distribution region, we may vary the initial Feed-in Prices and advise you of the new prices that will apply to this Feed-in Plan from the Commencement Date of this Feed-in Plan.

1.2.3 If you have not already accepted this Feed-in Plan, then to accept it simply:

- (a) call us to record your acceptance; or
- (b) sign the Feed-In Offer in the place indicated for your acceptance and return it to us; or
- (c) complete your acceptance by any other method as set out in the Feed-in Offer.

1.2.4 By accepting this Feed-in Plan, you agree to be bound by the Feed-in Offer and by these Feed-in Terms.

1.2.5 If you already have a contract with us for the purchase of Feed-in Electricity from your Supply Address, this Feed-in Plan replaces it from the Commencement Date onwards.

1.3 Definitions and Interpretation

1.3.1 The glossary set out in clause 12 of these Feed-in Terms provides the meanings of certain words used in this Feed-in Plan and the rules of interpretation applying to this Feed-in Plan.

2 COMMENCEMENT AND TERM

2.1 Connection to Distribution System

2.1.1 The supply by you of Feed-in Electricity under this Feed-in Plan depends on your Small Renewable Energy Generation Facility being connected to the Distribution Systems which services your Supply Address. Each Distribution System is operated by a Distributor.

2.1.2 If you ask us to, we will arrange with your Distributor for your Small Renewable Energy Generation Facility to be connected to the Distribution System. We will ensure that we do this as soon as possible (and in any event not later than one Business Day) after you pay any connection charge required to be paid by you under this Feed-in Plan (see section 2.1.3 below) and provide us with:

- (a) Acceptable Identification (if requested by us – see section 2.2 below),
- (b) your contact details;
- (c) if the Small Renewable Energy Generation Facility is affixed to or forms part of a rental property, contact details for the property owner or the owner's agent;
- (d) all documentation required under the **Electricity Safety Act 1998**;
- (e) confirmation that you have entered into a connection agreement with your Distributor for the connection of your Small Renewable Energy Generation Facility to the Distribution System; and
- (f) all other documentation reasonably required by us and the relevant Distributor.

2.1.3 Any charges which are imposed on us by the Distributor in relation to the connection of your Small Renewable Energy Generation Facility to the Distribution System will be directly passed through to you and you must reimburse us for those charges.

2.2 Commencement Date

2.2.1 This Feed-in Plan commences on the date it is signed or accepted by you. However, our obligations under this Feed-in Plan will not begin until the Commencement Date.

2.2.2 The Commencement Date under this Feed-in Plan will be the date on which all the following conditions are satisfied:

- (a) you have a binding Electricity Sale Contract with us for the Supply Address at which your Small Renewable Energy Generation Facility is located;
- (b) you have become registered as our customer in relation to the Electricity Sale Contract for the Supply Address at which that Small Renewable Energy Generation Facility is located (i.e. we have become financially responsible for your Supply Address under that Electricity Sale Contract);
- (c) your Small Renewable Energy Generation Facility is connected to the relevant Distribution System in accordance with the requirements of your connection agreement with the Distributor and all relevant Regulatory Requirements (see clause 2.1);
- (d) the relevant cables and appliances for your Small Renewable Energy Generation Facility are certified as complying with all requirements of your connection agreement with the Distributor and all relevant Regulatory Requirements;
- (e) if requested by us, you have provided to our satisfaction:
 - (i) Acceptable Identification, billing details, and information concerning your Small Renewable Energy Generation Facility; and
 - (ii) where you are not the owner of the property, the consent of, or contact numbers for, the property owner or agent; and
- (f) you have given your explicit informed consent to entering into this Feed-in Plan.

2.3 Term of Feed-in Plan

2.3.1 We will accept and purchase from you Feed-in Electricity exported from your Supply Address in accordance with this Feed-in Plan from the Commencement Date and during the continuation of the Term of your Feed-in Plan.

2.3.2 Your Feed-in Plan will continue until:

- (a) where an End Date is specified in the Feed-in Offer, the End Date; or
- (b) your Electricity Sale Contract with us for your Supply Address expires or terminates; or
- (c) you or we terminate this Feed-in Plan in accordance with the terms of this Feed-in Plan,

whichever is earlier.

2.3.3 If your Electricity Sale Contract with us is for a fixed term (and therefore this Feed-in Plan is for the same fixed term), at least one month, but no more than two months, before the expiry of the Term of your Feed-in Plan, we will:

- (a) notify you that the Term of your Feed-in Plan is about to expire, and the date of that expiry;
- (b) notify you of the charges, terms and conditions that will apply if you do not exercise any other option once the Term of your Feed-in Plan has expired; and
- (c) notify you of your other options once the Term of your Feed-in Plan has expired.

2.3.4 If you do not exercise any of the options in the manner set out in clause 2.3.3 above, before the expiry of the Term, then from the expiry of the Term the charges, terms and conditions set out in the notice will form part of this Feed-in Plan.

3 TERMINATION

3.1 When can you terminate this Feed-in Plan?

3.1.1 You may terminate this Feed-in Plan at any time by letting us know in writing.

3.1.2 This Feed-in Plan will terminate on the day that we receive your written notice of termination.

3.2 When can we terminate this Feed-in Plan?

3.2.1 We can terminate this Feed-in Plan if :

- (a) you enter into another contract with us for the purchase by us of Feed-in Electricity generated by the Small Renewable Energy Generation Facility located at your Supply Address (in which case this Feed-in Plan will terminate once our obligations under that other contract commence); or
- (b) you vacate your Supply Address (in which case this Feed-in Plan will terminate on the date you vacate your Supply Address, or the date that you notify us in writing that you have vacated your Supply Address); or
- (c) you enter into a contract with another retailer for the sale by you of Feed-in Electricity generated by the Small Renewable Energy Generation Facility located at your Supply Address to that retailer (in which case this Feed-in Plan will terminate once the obligations of the other retailer under your contract with that retailer commence); or
- (d) under the terms of our Electricity Sale Contract with you, your Supply Address is disconnected (in which case this Feed-in Plan will terminate upon disconnection); or
- (e) you breach any of your obligations under the terms of this Feed-in Plan and fail to remedy that breach within ten Business Days of us giving you notice, specifying the breach and requiring it to be remedied (in which case this Feed-in Plan will terminate at the expiry of that ten Business Day period); or

- (f) the installed or name-plate generating capacity of your Small Renewable Energy Generation Facility equals or exceeds 100 kilowatts for any reason (in which case this Feed-in Plan will terminate when we become aware that this capacity has been reached); or
- (g) we are no longer required under Regulatory Requirements to publish an offer pursuant to which we will purchase electricity from a Small Renewable Energy Generation Facility.

3.2.2 If your Electricity Sale Contract with us ends or terminates, this Feed-in Plan will also end or terminate at the same time.

3.3 Effect of termination

3.3.1 Termination will not affect your or our obligation to pay any amount due at the date of termination, or any accrued rights or remedies that we or you may have under this Feed-in Plan.

4 DISCONNECTION

4.1 Disconnection under Electricity Sale Contract

4.1.1 We may disconnect the supply of Feed-in Electricity from your Supply Address (or request that the Distributor disconnect the supply of Feed-in Electricity from your Supply Address) if we are entitled to disconnect the supply of electricity to your Supply Address under the terms of your Electricity Sale Contract with us.

4.2 Disconnection on termination

4.2.1 We may disconnect the supply of Feed-in Electricity from your Small Renewable Energy Generation Facility (or request that the Distributor disconnect the supply of Feed-in Electricity from your Small Renewable Energy Generation Facility) if we terminate this Feed-in Plan:

- (a) because you have vacated the Supply Address; or
- (b) because the installed or name-plate generating capacity of your Small Renewable Energy Generation facility equals or exceeds 100 kilowatts; or
- (c) for breach; or
- (d) because your Electricity Sale Contract with us has ended or terminated.

4.3 Reconnection

4.3.1 If:

- (a) the Supply Address has been reconnected in accordance with the terms of your Electricity Sale Contract; or
- (b) you have remedied, to our reasonable satisfaction, the reason which caused us to disconnect your Small Renewable Energy Generation Facility; and
- (c) you ask to enter into a new Feed-in Plan with us,

we will arrange for your Small Renewable Energy Generation Facility to be reconnected on payment of a reconnection fee reflecting our direct costs arising from the disconnection and reconnection (to the extent that those costs are not already being recovered by us under your Electricity Sale Contract).

5 FEED-IN PRICES AND VARIATIONS

5.1 Prices Set Out in Feed-in Offer

5.1.1 The initial Feed-in Prices will be set out in the Feed-in Offer.

5.1.2 We will credit you for Feed-in Electricity which is exported from your Small Renewable Energy Generation Facility to the relevant Distribution System during each Billing Period in accordance with the following formula

$$\text{Feed-in Credit} = E \times R$$

Where:

Feed-in Credit = the gross amount which will credit to your bill for the relevant Billing Period under your Electricity Sale Contract on account of Feed-in Electricity exported to the relevant Distribution System during that Billing Period;

E = the volume of Feed-in Electricity (in kWh) exported by your Small Renewable Energy Generation Facility to the relevant Distribution Network during that Billing Period; and

R = the Feed-in Price current at that time (in cents per kWh).

5.1.3 We will deduct from the Feed-in Credit calculated in accordance with clause 5.1.2 any amounts which we are entitled to charge you under this Feed-in Plan.

5.2 Variations

5.2.1 We may vary the Feed-in Price from time to time by publishing a new price list of 'Feed-in Prices' under section 40 G of the **Electricity Industry Act 2000** (e.g. by publishing the new price list of 'Feed-in Prices' on our website). We will notify you as soon as practicable of any variation to your Feed-in Price under this clause 5.2.1 and in any event before the commencement of the next Billing Period after the variation.

5.2A Change in generation category

5.2A.1 The continued application of a Feed-in Price Category to you, or to your Supply Address, will depend on whether you or your electricity generation facility continue to satisfy the conditions applying to that category. If a change occurs such that you no longer satisfy the requirements of your Feed-in Price Category, or such that a more appropriate Feed-in Price Category exists, then we may require you to transfer to another Feed-in Price Category as a result of that change.

5.2A.2 If you fail to inform us of such a change, we may transfer you to another Feed-in Price Category when we become aware of that change and recover from you any amount over credited by us as a result of that failure.

5.3 Pass through of Distribution and Metering Costs

5.3.1 We can charge you, on a pass through basis, for any costs imposed by your Distributor and any metering service provider. These costs can include, but are not limited to, any costs imposed in relation to the disconnection or reconnection of your Small Renewable Energy Generation Facility and costs for the provision, maintenance or reading (including any special meter reading) of electricity Meters at the Supply Address where your Small Renewable Energy Generation Facility is located..

5.3A Administration Costs

5.3A.1 We can charge you a reasonable estimate of any administration costs incurred, or likely to be incurred, by us in offering or servicing this Feed-in Plan. These administration costs can include, but are not limited to, reasonable costs of labour or additional systems capability associated with marketing the Feed-in Plan to you, administering the pass through of costs imposed by your Distributor and any metering service provider, and applying the Feed-in Credit to your bill in accordance with clause 6. We must inform you of the amount of the administration costs (if any) prior to your acceptance of the Feed-in Offer.

5.4 Tax Changes and Changes in Regulatory Requirements

5.4.1 If:

- (a) an Increased Tax Cost Event or a change in Regulatory Requirements occurs during the Term of this Feed-in Plan; and
- (b) we determine that there has been an increase in the direct or indirect costs payable by us in relation to the performance of our obligations under this Feed-in Plan,

you must pay any additional amounts we notify to you as being necessary to compensate us for that increase.

5.5 Timing of Variations

- 5.5.1 A variation to the Feed-in Price will take effect on the date specified in our notice given under clause 5.2.1.
- 5.5.2 Any notice of variation will form part of this Feed-in Plan from the effective date of the variation.
- 5.5.3 If the date on which the variation is to take effect occurs during a Billing Period, then:
 - (a) for the period of time from the start of the Billing Period up to the day on which the variation took effect, the former Feed-in Price will apply in relation to the amount of Feed-in Electricity exported by you to the relevant Distribution System during that period; and
 - (b) for the period of time from the day on which the variation took effect to the end of the Billing Period, the new Feed-in Price will apply in relation to the amount of Feed-in Electricity exported by you to the relevant Distribution System during that period.

6 CREDITS

6.1 Format and Timing of Feed-in Credits

- 6.1.1 We will include a statement in each bill issued by us under your Electricity Sale Contract for the Supply Address for each Billing Period identified in your Electricity Sale Contract for the Supply Address.
- 6.1.2 Each statement will identify the Feed-in Credit for the Billing Period and will set out any other information as required by Regulatory Requirements.

6.2 Calculation of Bills

- 6.2.1 Your statement will be based on the amount of Feed-in Electricity identified by us or the Distributor as having been exported by your Small Renewable Energy Generation Facility to the relevant Distribution System during the relevant Billing Period.
- 6.2.2 Unless you provide your explicit informed consent for statements to be calculated in some other way, the amount of Feed-in Electricity will be derived from consecutive Meter Readings. Where Meter Readings are unavailable, it will be derived from estimates determined in accordance with the Energy Retail Code. We will use our Best Endeavours to ensure that your Meter is read at least once in any twelve month period.
- 6.2.3 In the event we obtain a Meter Reading after we have used an estimate to identify the amount of Feed-in Electricity that has been exported by your Small Renewable Energy Generation Facility to the relevant Distribution System, we will make any appropriate adjustment to your next statement and clause 6.6 of these Feed-in Terms will apply.
- 6.2.4 If the amount which we are entitled to charge you for a Billing Period under your Electricity Sale Contract with us is more than the Feed-in Credit for that Billing Period (Positive Balance), we will issue you with a bill requiring you to pay us the difference. That bill will be issued in accordance with the terms of our Electricity Sale Contract with you and your payment options and obligations will be as set out in that Electricity Sale Contract.
- 6.2.5 If the amount which we are entitled to charge you under your Electricity Sale Contract with us for a Billing Period is less than the Feed-in Credit for that Billing Period (Negative Balance), we will issue you with a credit note for the difference. The amount of that credit note will be applied towards the bill issued under your Electricity Sale Contract with us for the next Billing Period. If you also have a Negative Balance for the next Billing Period, we will carry forward the total of your Negative Balances to the subsequent Billing Period and so on until all of the Negative Balance is applied towards the payment of amounts owing to us under your Electricity Sale Contract, or until the end of the calendar year at which time we will pay you the total of your accumulated Negative Balances for that calendar year.

- 6.2.6 Subject to clause 6.2.7, when this Feed-in Plan terminates we will pay you the total of your accumulated Negative Balances within one month of the end of the calendar year during which termination occurs.
- 6.2.7 If a Negative Balance is payable under clause 6.2.6 and you have an electricity sale contract with us in relation to another supply address, we may apply that Negative Balance towards any amount which is payable under that electricity sale contract at that time.
- 6.2.8 This clause 6 will operate subject to clause 11.3.5.
- 6.3 Review of Bills
- 6.3.1 We will review a statement in relation to a Feed-in Credit at your request.
- 6.3.2 Our review of your Feed-in Credit and statement will be in accordance with our Complaints and Dispute Resolution Process outlined in clause 10.
- 6.3.3 If our review shows the Feed-in Credit and statement to be correct, you must pay the amount of any outstanding bill in full (if that bill is for a Positive Balance) or request a Meter test under clause 6.4. If our review shows the bill to be incorrect, clause 6.5 will apply.
- 6.4 Meter Testing
- 6.4.1 If after the completion of the review process under clause 6.3, you require your Meter to be tested, we will refer you to the Distributor or Meter testing authority that will test the Meter at a charge for their services. You must pay us in advance for this charge. We will give you a copy of the results of the test if the testing authority does not do so.
- 6.4.2 If the Meter is accurate, you will be responsible for paying the relevant charge and the full amount of your bill.
- 6.4.3 If the Meter is defective and favours you by more than the amount allowable in the Metering Standards, you must pay any difference between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 6.4.1.
- 6.4.4 If the Meter is defective and favours us by more than the amount allowable in the Metering Standards, we will credit any difference (if the account has been paid) between the metered consumption and the calculated actual consumption, and we will reimburse any fee you are charged pursuant to clause 6.4.1.
- 6.4.5 We reserve the right to carry out such tests on your Small Renewable Energy Generation Facility which we deem to be reasonably necessary, including tests on your Small Renewable Energy Generation Facility's anti-islanding features and tests on power output quality of its inverter.
- 6.5 If there is an Error in a Feed-in Credit Statement
- 6.5.1 If there are errors in your Feed-in Credit statement or if we are informed of errors in the amount of Feed-in Electricity exported from your Small Renewable Energy Generation Facility, we will adjust the amount of any credit to which you are entitled on your next Feed-in Credit Statement.
- 6.5.2 If a Feed-in Credit statement shows a Feed-in Credit in excess of that to which you are entitled (an 'over-credit'), the following procedure will apply:
- (a) where the over-credit results from an error by us or by the Distributor, we will only seek to adjust the total amount of the Feed-in Credit to recover the amount which has been over-credited in the twelve months prior to your last Feed-in Credit Statement (or, if we have not sent you a Feed-in Credit statement, prior to the date on which we notify you of the over-crediting); and
 - (b) we will list the amount as a separate item in the Feed-in Credit Statement for your next Billing Period, together with an explanation of the amount.

- 6.5.3 You will not be charged interest on any over-credited amount. If the result of the adjustment for over-crediting results in you owing us money under your Electricity Sale Contract with us, you have the option of paying the resulting amount in agreed instalments over a period at least equal to the period over which the over-crediting occurred.
- 6.5.4 If we have over-credited you as a result of fraud, or use of electricity otherwise than in accordance with this Feed-in Plan, we may:
- (a) estimate the amount of Feed-in Electricity exported from your Small Renewable Energy Generation Facility; and
 - (b) bill you or take debt recovery action for the amount you have been over-credited.
- 6.5.5 If a Feed-in Credit statement shows a Feed-in Credit less than that to which you are entitled (an 'under-credit'), we will:
- (a) inform you of the under-credit within ten Business Days of our becoming aware of the error; and
 - (b) credit the additional amount on your next Feed-in Credit statement.
- 6.5.6 We are not obliged to pay you interest for any under-crediting.
- 6.6 Access to meter
- 6.6.1 Subject to complying with any Regulatory Requirements, you must allow us or our representative safe, convenient and unhindered access to the place at which your Small Renewable Energy Generation Facility is located, for the following purposes:
- (a) to read the Meter;
 - (b) for connection, disconnection, reconnection, maintenance and repair;
 - (c) to inspect or test the metering installation; and
 - (d) to otherwise assist us to comply with our obligations under this Feed-in Plan or the Regulatory Requirements.
- 6.6.2 You must advise us immediately if you become aware of any potential safety hazard at your Supply Address. You must provide us or our representative with any necessary protection against that hazard.
- 6.7 Information about Feed-in Prices
- 6.7.1 On request, we will provide you with information on any Feed-in Prices we offer for Feed-in Electricity. We will provide that information within ten Business Days of your request. If you request it, we will provide that information in writing.
- 7 INFORMATION, PRIVACY AND COMMUNICATION**
- 7.1 Information We Require From You
- 7.1.1 You must ensure that your name and Supply Address are correctly set out on the Feed-in Offer, and must provide us with Acceptable Identification before we are required to commence to purchase Feed-in Electricity exported from your Small Renewable Energy Generation Facility. The main reasons that we need to collect Personal Information from you are set out in more detail in clause 7.2 below.
- 7.1.2 You must advise us promptly if :
- (a) there is any change in your contact details; or
 - (b) there is any change in access to the Meter; or
 - (c) there is any change in the internal electrical wires or appliances which may affect the quality or safety of the Feed-in Electricity exported by you under this Feed-in Plan; or

- (d) you cease to be the registered proprietor of the Supply Address; or
- (e) you carry out any changes to your Small Renewable Energy Generation Facility; or
- (f) you cease to operate your Small Renewable Energy Generation Facility at the Supply Address.

7.1.3 Our obligations under this Feed-in Plan are subject to you providing us with this information and any other Personal Information we reasonably request from you.

7.1.4 You also authorise:

- (a) us to request from your Distributor your electricity export data for the twelve months preceding your last Meter Reading; and
- (b) your Distributor to release to us your electricity export data for the twelve months preceding your last Meter Reading.

7.2 How We Use and Disclose Personal Information About You

7.2.1 We are committed to protecting your privacy and handling all Personal Information in accordance with the Privacy Act and other Regulatory Requirements.

7.2.2 We need to collect the Personal Information under this Feed-in Plan to facilitate the export of Feed-in Electricity from your Small Renewable Energy Generation Facility to the relevant Distribution System, to administer this Feed-in Plan and, if necessary, to transfer you from your existing retailer. We will use and disclose Personal Information collected under this Feed-in Plan for these purposes. You authorise us to use and disclose Personal Information collected under this Feed-in Plan for these purposes. You also authorise us to exchange Personal Information about you with any company in the AGL Group, our agents, contractors, franchisees, and other organisations (such as distributors or organisations that process and distribute our contracts and bills) and for them to use Personal Information exchanged in this way for the purposes outlined above. This acknowledgment is made for the purposes of the Privacy Act. It does not constitute an acknowledgment relevant to the application of the Consumer Credit (Victoria) Code.

7.2.3 You acknowledge that in certain circumstances, we may be permitted or required by law to use or disclose Personal Information about you, including your name, address and other details. Such uses or disclosures may include, without limitation:

- (a) disclosures to your Distributor(s), other energy suppliers, metering providers and NEMMCO or other market operators for purposes of:
 - (i) connecting your Small Renewable Energy Generation Facility to the Distribution System and administering your Feed-in Plan; and
 - (ii) complying with the Energy Retail Code and Regulatory Requirements;
- (b) disclosures to certain law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
- (c) uses or disclosures in accordance with a court order;
- (d) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or
- (e) uses to assist in internal investigations into suspected fraud or other unlawful activities.

7.2.4 We may contact you as part of an audit to ensure that you have understood and consented to this Feed-in Plan. We are committed to providing you with quality customer service, and we hope that you will assist us if we contact you.

7.3 Access to Information

- 7.3.1 We will provide you with access to Personal Information we hold about you on your request, unless we are permitted to or required by any Regulatory Requirements (including the Privacy Act) to refuse such access. If you wish to seek access to any of the Personal Information we hold about you, please contact us on 131 245. To find out more about AGL's Privacy Policy please visit www.agl.com.au
- 7.3.2 Without limiting your rights under this clause, on request we will provide you with:
- (a) historical data for your Supply Address and for your Small Renewable Energy Generation Facility if available;
 - (b) information about efficient energy consumption; and
 - (c) information on any concessions, rebates or grants that may be available and your eligibility requirements.
- 7.3.3 We will retain your historical data in relation to this Feed-in Plan for at least two years, even if you transfer to another retailer in the meantime.
- 7.3.4 Except where you request historical data in connection with the handling of a genuine complaint, we may impose an additional charge for the provision of historical data, but only where you have made more than one request in the previous twelve months or the data relates to a period prior to the preceding two years. We may also impose an additional charge for the provision of historical data, where you request that data after we cease to be your retailer.
- 7.3.5 We will use Best Endeavours to provide historical billing data within ten Business Days of your request.

7.4 Means of Communication

- 7.4.1 Except where this Feed-in Plan specifically envisages that we may communicate with you by telephone:
- (a) any communication between us and you under this Feed-in Plan will be in writing or by electronic means such as email to an agreed address; and
 - (b) any communication under this Feed-in Plan required to be in writing may be delivered by facsimile or any other electronic means capable of generating a delivery confirmation report.

8 YOUR OBLIGATIONS

8.1 General Obligations

- 8.1.1 Our obligations under this Feed-in Plan are subject to you complying with the following requirements:
- (a) you must comply with the Electricity Distribution Code and must give effect to any of the Distributor's rights under that Code;
 - (b) you must have a valid and enforceable agreement with your Distributor regarding the connection of your Small Renewable Energy Generation Facility to the relevant Distribution System;
 - (c) you must not tamper with or bypass, or permit anyone else to tamper with or bypass, the Meter or associated equipment;
 - (d) you must not increase the output capacity of your Small Renewable Energy Generation Facility without our prior written consent; and
 - (e) you must comply with all requirements of your Distributor and of the Regulatory Requirements regarding the ongoing connection of your Small Renewable Energy Generation Facility and the export of Feed-in Electricity from it to the relevant Distribution System.

8.2 Protection and Maintenance of Your Supply

8.2.1 To enable us to take a reliable safe supply of electricity from you, you must:

- (a) keep the electrical installations at your Supply Address and your Small Renewable Energy Generation Facility in safe condition;
- (b) protect our and the Distributor's equipment from damage and interference;
- (c) provide safe, convenient and unhindered access to enable work on the Distribution System to be carried out;
- (d) not allow a person other than someone you believe to be an accredited electrical installer to perform work on an electrical installation; and
- (e) not interfere or allow someone to interfere with the Distribution System which delivers electricity to the Supply Address, or with any Meters at the Supply Address.

8.3 Assignment of Green Credits

8.3.1 You will assign to us, for a price agreed with us before you enter into this Feed-in Plan, all Green Credits relating to your Small Renewable Energy Generation Facility from time to time.

8.3.2 If you have notified us in writing prior to the commencement of this Feed-in Plan that you have assigned all or part of the Green Credits to a third party ('Excluded Product'), clause 8.3.1 will not apply to that Excluded Product.

8.4 If you are not the Owner of the Supply Address

8.4.1 If you are not the owner of the Supply Address, you might not be able to fulfil some of your obligations under this Feed-in Plan. Therefore, we may require you to request that the owner fulfil those obligations on your behalf. Our obligations to you are conditional on the owner agreeing to fulfil those obligations on your behalf.

9 INTERRUPTIONS AND SUPPLY STANDARDS

9.1 Force Majeure Event

9.1.1 If a Force Majeure Event results in either party being in breach of this Feed-in Plan, the obligations of each party will be suspended to the extent they are affected by the Force Majeure Event for the duration of the Force Majeure Event, except any obligations to pay money.

9.1.2 The party affected by the Force Majeure Event must use its Best Endeavours to give the other party prompt notice and full details about the Force Majeure Event. They must also give an estimate of its likely duration, the obligations affected by it, the extent it affects those obligations and steps taken to minimise, overcome or remove those effects.

9.1.3 For the purposes of clause 9.1.2, and only if the Force Majeure Event is widespread, our requirement to give you prompt notice is satisfied if we make the necessary information available by way of providing a 24 hour telephone service within thirty minutes of being advised of the Force Majeure Event, or otherwise as soon as practicable.

9.1.4 The party affected by the Force Majeure Event must use its Best Endeavours to minimise, overcome or remove the Force Majeure Event as quickly as practicable. However, this does not require either of us to settle any industrial dispute.

9.2 Supply Standards and Interruptions

9.2.1 As your retailer we do not control or operate the Distribution System which accepts the export of Feed-in Electricity from your Small Renewable Energy Generation Facility. We also cannot control the quality, frequency and continuity of acceptance of the export of Feed-in Electricity from your Small Renewable Energy Generation Facility into the Distribution System.

9.2.2 We, or the Distributor, may cease taking export of Feed-in Electricity from your Small Renewable Energy Generation Facility for maintenance or repair, for installation of a new connection, in an Emergency, for health and safety reasons, or due to any circumstances beyond our or the Distributor's reasonable control.

9.3 Notice of Work

9.3.1 If we, or the Distributor, wish to inspect, repair, test or provide maintenance to the Distribution System at the place at which your Small Renewable Energy Generation Facility is located, we will give you prior notice except in the case of Emergency, suspected illegal use, or routine Meter replacements.

9.3.2 If the work relates to planned maintenance, we will give you at least four days notice. In any other case, we will give you at least 24 hours notice.

10 COMPLAINTS AND DISPUTE RESOLUTION

10.1 Your Right to Review

10.1.1 You may make a complaint to us about any decision we have made in connection with this Feed-in Plan.

10.2 Complaints Handling and Dispute Resolution Procedure

10.2.1 Subject to anything to the contrary in this Feed-in Plan, when we receive a complaint from you, we will deal with your complaint and try to resolve it as quickly as possible in accordance with our Complaints Handling and Dispute Resolution Procedure, which complies with Australian Standard 10002 and is outlined below.

10.3 Outline of Review Process

Telephone Complaint

10.3.1 You may telephone us on the number set out on your bill or otherwise communicated to you, to notify us of any complaint in relation to this Feed-in Plan.

10.3.2 We will try to resolve your complaint through informal negotiations over the telephone.

Written Complaint

10.3.3 Where you are not satisfied with the way we have dealt with your complaint over the telephone, or where you prefer to write to us, you may write to us and formally notify us of your original complaint and your request for a review of your complaint.

10.3.4 On receipt of your written complaint and request for review, we will review your complaint and respond to you in writing within twenty-eight days with our decision.

Referral to Higher Level

10.3.5 Where you are not satisfied with the response received from your first point of contact (whether over the telephone or by written complaint), you may have the complaint reviewed at the higher level. This process elevates your complaint through to the appropriate manager, by telephone or in writing as you prefer.

Referral of Complaint to the Ombudsman

10.3.6 We are a member of the Energy and Water Ombudsman Victoria Scheme. If you are not satisfied with our review and written response to your complaint, you may contact the Energy and Water Ombudsman Victoria for further review.

10.4 Detailed Review Process Available

10.4.1 Please contact us if you would like further details or a copy of our Complaints Handling and Dispute Resolution Procedure.

11 GENERAL

11.1 Our Liability

- 11.1.1 Title in all Feed-in Electricity exported by you from your Small Renewable Energy Generation Facility will pass to us at the point at which that Feed-in Electricity enters the relevant Distribution System.
- 11.1.2 We give no warranties, representations or conditions about the capacity or suitability of the relevant Distribution System to accept Feed-in Electricity.
- 11.1.3 We exclude all liability for any claims, damages or losses you may suffer as a result of the relevant Distribution System failing to accept Feed-in Electricity.
- 11.1.4 We recommend that you seek the advice of an expert tradesman and your Distributor to ensure that the connection of your Small Renewable Energy Generation Facility to the relevant Distribution System is safe, reliable and complies with all Regulatory Requirements and your connection agreement with your Distributor.
- 11.1.5 Nothing in this Feed-in Plan varies or excludes in any way the operation of section 117 of the **Electricity Industry Act 2000** (Vic.), or section 78 of the National Electricity Law.

11.2 Assignment

- 11.2.1 This Feed-in Plan is personal to you and cannot be assigned by you to anyone else.
- 11.2.2 We can only assign this Feed-in Plan:
 - (a) with your consent, or
 - (b) where we are transferring to a third party all or substantially all of our retail business.

11.3 GST

- 11.3.1 All amounts payable or the value of other consideration provided in respect of supplies made in relation to this Feed-in Plan are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Feed-in Plan, the amounts payable or the value of the consideration provided for that supply (or deemed supply) ('Payment') shall be increased by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.
- 11.3.2 Where any amount is payable as a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred, then that amount must be reduced by any input tax credit available to that party and, if a taxable supply, must be increased by the GST payable in relation to the supply and a tax invoice will be provided by the party being reimbursed or indemnified.
- 11.3.3 Subject to clause 11.3.5, all GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within ten days of a tax invoice being issued by the party making the supply.
- 11.3.4 Where in relation to this Feed-in Plan a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- 11.3.5 If:
 - (a) you are registered, or required to be registered for GST; and
 - (b) in any Billing Period, you receive from us in accordance with clause 6, an amount of money or a credit against sums that would otherwise be payable by you under your Electricity Sale Contract,

then, unless you have entered into an arrangement with us allowing us to issue recipient-created tax invoices on your behalf, within seven days of receiving the payment or the credit (as applicable), you must send to us a valid Tax Invoice for the advised amount of the payment or credit before we will make payment.

11.3.6 In the event that:

- (a) you are registered, or are required to be registered for GST; and
- (b) you are legally able to enter into an arrangement with us allowing us to issue receipt created tax invoices, you shall (at our election) enter into such an arrangement.

11.3.7 Terms defined in **A New Tax System (Goods and Services Tax) Act 1999** of Australia have the same meaning when used in this clause.

11.4 Waiver and Variation

11.4.1 Except as otherwise provided in this Feed-in Plan, a right created under this Feed-in Plan may not be waived except in writing signed by the party granting the waiver.

11.4.2 Other than as required or permitted by law or the terms of this Feed-in Plan (for example, clause 5.2, 5.4 or 11.4.3), any variation of this Feed-in Plan must be made in writing between you and us. You must give your explicit informed consent to any variation to this Feed-in Plan before that variation will take effect.

11.4.3 We may vary this Feed-in Plan by written notice to you to the extent reasonably necessary to comply with any change in any Regulatory Requirements to the extent permitted by Regulatory Requirements.

11.5 Applicable Law

11.5.1 This Feed-in Plan shall be governed by the laws of Victoria.

11.5.2 We and you submit to the non-exclusive jurisdiction of the courts of Victoria.

12 GLOSSARY OF TERMS

12.1 Definitions

In this Feed-in Plan unless the context otherwise requires:

Acceptable Identification means:

- (a) where you are a Domestic Customer, one or more of the following:
 - (i) a driver's licence;
 - (ii) a current passport or other form of photographic identification;
 - (iii) a Pensioner Concession Card or current entitlement card issued by the Commonwealth of Australia; or
 - (iv) a birth certificate;
- (b) where you are a Business Customer which is a sole trader or partnership, one or more of the forms of identification for a Domestic Customer for each of the individuals that conduct the business; and
- (c) where you are a Business Customer which is a company, includes the company's Australian Company Number or Australian Business Number.

AGL Group means AGL Energy Limited (ABN 74 115 061 375) and its related bodies corporate (as that term is defined in the **Corporations Act 2001**) and for the avoidance of doubt, for the purposes of this Feed-in Plan includes any partnership where the partners are related bodies corporate of AGL Energy Limited.

Best Endeavours means to act in good faith and use all reasonable efforts, skill and resources.

Billing Period means the length of the period covered by each bill, as set out in clause 6.1.1.

Business Customer means a person entering into a Feed-in Plan who is not a Domestic Customer.

Business Day means a day other than a Saturday, a Sunday or a public holiday in Victoria.

Commercial Generation means the generation of electricity by a facility that has an installed or name-plate generating capacity of more than 5 kilowatts and less than 100 kilowatts.

Complaints Handling and Dispute Resolution is the procedure we have in place from time to time regarding any complaint you may make to us about your Feed-in Plan or the export of Feed-in Electricity from your Small Renewable Energy Generation Facility to the relevant Distribution System. This procedure complies with Australian Standard 10002.

Distribution System means a network of pipes or wires, meters and controls used to sell and supply electricity, or which a Distributor uses to transport electricity for supply to customers.

Distributor means the person who is licensed to distribute, supply or provide services by means of pipes or wires.

Domestic Customer means a person entering into a Feed-in Plan who, under their Electricity Sale Contract with us, purchases electricity principally for personal, household or domestic use at their relevant Supply Address.

Electricity Sale Contract means a contract for the sale of electricity by us to you in respect of the supply of electricity to the Supply Address but only where that contract is a Standing Offer Contract, AGL 'Freedom 0' market contract, or other AGL no-discount market contract.

Emergency means an emergency due to the actual or imminent occurrence of an event which in any way endangers or threatens to endanger the safety or health of any person or which destroys or damages, or threatens to destroy or damage any property.

End Date means the date (if any) specified as such in the Feed-in Offer.

Energy Retail Code means the code of that name published by the Essential Services Commission.

Feed-in Credit means the amount which we are obliged to credit to you for Feed-in Electricity, calculated in accordance with clause 6.

Feed-in Electricity means non pool electricity supplied by you from a Small Renewable Energy Generation Facility located at the Supply Address.

Feed-in Offer means the letter or other document provided by us that refers to and incorporates these Feed-in Terms and sets out certain details of the Feed-in Plan, referred to in these Feed-in Terms.

Feed-in Plan means these Feed-in Terms and the Feed-in Offer that refers to and incorporates them.

Feed-in Terms means these terms and conditions.

Feed-in Prices means the prices specified as such in the Feed-in Offer as varied in accordance with these Feed-in Terms.

Feed-in Price Category means a category or subcategory of Feed-in Prices determined and published by us from time to time, including, without limitation, Commercial Generation Feed-in Prices or Non-commercial Generation Feed-in Prices.

Force Majeure Event means an event outside our or your reasonable control.

Green Credits means:

- (a) all rights and interests associated with the electricity generated by the Small Renewable Energy Generation Facility as created under any Renewable Energy Legislation including any Renewable Energy Certificates, Green Power Rights or other emissions or environmental credits, certificates, or benefits; and

(b) New Environmental Products.

Green Power Right means a right to claim any eligible Green Power generation (or a portion of generation) that may arise in respect of the Small Renewable Energy Generation Facility that may be bought by or transferred to us in accordance with the National Green Power Accreditation Program.

Increased Tax Cost Event means where a new Tax is imposed or the basis for imposing or calculating any existing Tax changes, and includes a change to the interpretation of any law related to a Tax.

Meter means an instrument that measures the quantity of electricity passing through it and includes associated equipment attached to the instrument to control or regulate the flow of electricity.

Meter Reading means:

- (a) figures or other information shown on a Meter register or instrument either read or collected directly or transmitted or transformed by electronic, radio, microwave, sonic or other means; or
- (b) the process of collecting figures or other information from a Meter either directly or through being transmitted or transformed by electronic, radio, microwave, sonic or other means.

Metering Standards means the relevant Regulatory Requirements standards which:

- (a) regulate the basis for the installation of new Meters and the operation and maintenance of new and existing Meters at your Supply Address;
- (b) establish rights and obligations with respect to metered data; and
- (c) includes relevant or prescribed industry codes or standards.

National Electricity Law means the laws set out in the schedule to the **National Electricity (South Australia) Act 1996** (SA) as in force from time to time under the **National Electricity (Victoria) Act 1997** (Vic).

National Green Power Accreditation Program means the program of that name which is a joint initiative of the state government agencies in ACT, NSW, SA, QLD, VIC and WA.

NEMMCO means the company responsible for management of the National Electricity Market, currently National Electricity Market Management Company Limited (ABN 94 072 010 327).

New Environmental Products means any present or future benefits, rights, credits or entitlements, including those associated with or are created or are able to be created as part of any 'Green Power' initiative, or under any Renewable Energy Legislation, or in relation to a reduction in emission of greenhouse gases attributed to the Small Renewable Energy Generation Facility.

Non-commercial Generation means the generation of electricity by a facility that does not constitute Commercial Generation.

Non-pool Electricity means electricity that is supplied other than through the wholesale electricity market.

Personal Information means information or opinion about you from which your identity is apparent or can reasonably be ascertained.

Privacy Act means the **Privacy Act 1988** (Cth).

Regulatory Requirements means any Commonwealth, State or local government legislation including acts of parliament, regulations, by-laws or other subordinate legislation, judicial, administrative or regulatory decrees or orders, or any mandatory approvals and guidelines, including industry standards or administrative interpretations of them, as may be in force and as amended from time to time.

Renewable Energy Certificates means any certificates created in relation to the Small Renewable Energy Generation Facility in accordance with the Renewable Energy Legislation.

Renewable Energy Legislation means the **Renewable Energy (Electricity) (Charge) Act 2000** (Cth), the **Renewable Energy (Electricity) Act 2000** (Cth) and any other law which has as one of its purposes the reduction, control or limitation of greenhouse gases, dealing with the effects of climate change, or the minimisation of the impact on the environment of the electricity industry generally.

Small Renewable Energy Generation Facility means a facility located at the Supply Address of the following kind that generates electricity and has an installed or name-plate generating capacity of less than 100 kilowatts:

- (a) a wind energy generation facility;
- (b) a solar energy generation facility;
- (c) a hydro generation facility;
- (d) a biomass energy generation facility

(as each of those terms is defined in the **Electricity Industry Act 2000**); or

- (e) a facility or class of facility specified by Order in the Government Gazette as a small renewable energy generation facility.

supply means the sale of electricity and any related services.

Standing Offer Contract means a contract formed by acceptance by you of our standing offer terms published in accordance with section 35 of the **Electricity Industry Act 2000**.

Supply Address means the address at which you purchase electricity from us and where your Small Renewable Energy Generation Facility is located.

Tax means any present or future royalty, tax, levy, impost, deduction, carbon tax or greenhouse gas emission tax (or similar tax), assessment, reduction, charge, excise, fee, withholding or duty of any nature imposed by any government, or any governmental, semi-governmental or other body authorised by the law (other than a tax imposed on our overall net income).

Term means the period commencing on the Commencement Date and ending on the End Date or such earlier date on which this Feed-in Plan is terminated in accordance with these Feed-in Terms.

12.2 Interpretation

In this Feed-in Plan, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Feed-in Plan;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) all references to 'include' or 'including' are non-exhaustive and do not imply any limitation;
- (e) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporation and any governmental agency;
- (f) a reference to a clause, schedule, appendix or section is to a clause, schedule, appendix or section of this Feed-in Plan;
- (g) a reference to terms of an offer or agreement is to all terms, conditions and provisions of the offer or agreement;
- (h) a reference to any statute, regulation, proclamation, order in council, ordinance, by-law or rule includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or rules varying, consolidating, re-enacting, extending or replacing them. A reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws or rules issued under that statute;

- (i) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;
- (j) a reference to a person includes that person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and permitted assigns;
- (k) a reference to a person includes that person's officers, employees, contractors, agents or other representatives;
- (l) when capitalised, grammatical forms of a word or phrase defined in this Feed-in Plan have a corresponding meaning;
- (m) a period of time which:
 - (i) dates from a given day or the day of an act or event is to be calculated exclusive of that day; or
 - (ii) commences on a given day or the day of an act or event is to be calculated inclusive of that day; and
- (n) an event which is required under this Feed-in Plan to occur on or by a stipulated day which is not a Business Day may occur on or by the next Business Day.

Private Agents Act 1966

NOTICE OF RECEIPT OF APPLICATIONS FOR LICENCES
UNDER THE PROVISIONS OF THE **PRIVATE AGENTS ACT 1966 – 7494**

I, the undersigned, being the Registrar of the Magistrates' Court at Bendigo, hereby give notice that application, as under, has been lodged for hearing by the said Court on the date specified.

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

- (a) lodge with me a notice in the prescribed form of his/her objection and of the grounds thereof;
- (b) cause a copy of such notice to be served personally or by post upon the applicant at least three days before the hearing of the application; and
- (c) send or deliver
 - (i) where the objection is not made by the officer in charge of the police district in which the Court is situated – a copy of the notice to such officer; and
 - (ii) where the objection is not made by the Registrar or Deputy Registrar – a copy to the Registrar.

<i>Full Name of Applicant or in the case of a Firm or Corporation, of the Nominee</i>	<i>Name of Firm or Corporation</i>	<i>Address for Registration</i>	<i>Type of Licence</i>	<i>Date of Hearing of Application</i>
Bridey Ella Louise Fraser	Midstate Credit Management Services Pty Ltd	111 Wills Street, Bendigo, Vic. 3550	Commercial Sub-Agents Licence	26 June 2009

Dated at Bendigo 29 May 2009

KATHERINE RYNNE
Registrar
Magistrates' Court of Victoria

Land Acquisition and Compensation Act 1986
LAND ACQUISITION AND COMPENSATION REGULATIONS 1998
FORM 7

S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Greater Shepparton City Council declares that by this notice it acquires the following interest in the land described hereunder:

Owners' Names: Darton Pty Ltd, Goulburn Murray Rural Water Corporation (formerly State Rivers and Water Supply Commission), Hovey Holdings Pty Ltd and Garff Pty Ltd.

Interest Acquired: Estate in fee simple.

Land in which the Interest Subsists: All of the land marked 'Road R1' on proposed plan of subdivision PS622240L being part of the land contained in Certificates of Title Volume 6299 Folio 710, Volume 10894 Folio 174 and Volume 10340 Folio 765. A copy of proposed plan PS622240L is available for inspection at the offices of Riordan Legal Pty Ltd, 124 Fryers Street, Shepparton.

Area of Interest: 858 m².

Published with the authority of the Greater Shepparton City Council.

Dated 29 May 2009

For and on behalf of the
Greater Shepparton City Council
PETER ANDREW HARRIOTT
Acting Chief Executive Officer

Land Acquisition and Compensation Act 1986
LAND ACQUISITION AND COMPENSATION REGULATIONS 1998
FORM 7

S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Greater Shepparton City Council declares that by this notice it acquires the following interest in the land described hereunder:

Owner's Name: F. J. Lenne Pty Ltd.

Interest Acquired: Estate in fee simple.

Land in which the Interest Subsists: All of the land marked 'Road R1' on proposed plan of subdivision PS622242G being part of the land contained in Certificate of Title Volume 8927 Folio 925. A copy of proposed plan PS622242G is available for inspection at the offices of Riordan Legal Pty Ltd, 124 Fryers Street, Shepparton.

Area of Interest: 60 m².

Published with the authority of the Greater Shepparton City Council.

Dated 29 May 2009

For and on behalf of the
Greater Shepparton City Council
PETER ANDREW HARRIOTT
Acting Chief Executive Officer

Land Acquisition and Compensation Act 1986
LAND ACQUISITION AND COMPENSATION REGULATIONS 1998
FORM 7

S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Greater Shepparton City Council declares that by this notice it acquires the following interest in the land described hereunder:

Owner's Name: Goulburn Valley Water, formerly Shepparton Regional Water Authority.
Interest Acquired: Estate in fee simple.
Land in which the Interest Subsists: All of the land marked 'Road R1' on proposed plan of subdivision PS622243E being part of the land contained in Certificate of Title Volume 10174 Folio 453. A copy of proposed plan PS622243E is available for inspection at the offices of Riordan Legal Pty Ltd, 124 Fryers Street, Shepparton.
Area of Interest: 50 m².

Published with the authority of the Greater Shepparton City Council.

Dated 29 May 2009

For and on behalf of the
Greater Shepparton City Council
PETER ANDREW HARRIOTT
Acting Chief Executive Officer

Land Acquisition and Compensation Act 1986
LAND ACQUISITION AND COMPENSATION REGULATIONS 1998
FORM 7

S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Greater Shepparton City Council declares that by this notice it acquires the following interest in the land described hereunder:

Owners' Names: Glenn Andrew Wilson and Michael John Dunne.
Interest Acquired: Estate in fee simple.
Land in which the Interest Subsists: All of the land marked 'Road R1' on proposed plan of subdivision PS622241J being part of the land contained in Certificate of Title Volume 10714 Folio 007. A copy of proposed plan PS622241J is available for inspection at the offices of Riordan Legal Pty Ltd, 124 Fryers Street, Shepparton.
Area of Interest: 13 m².

Published with the authority of the Greater Shepparton City Council.

Dated 29 May 2009

For and on behalf of the
Greater Shepparton City Council
PETER ANDREW HARRIOTT
Acting Chief Executive Officer

Land Acquisition and Compensation Act 1986

FORM 7

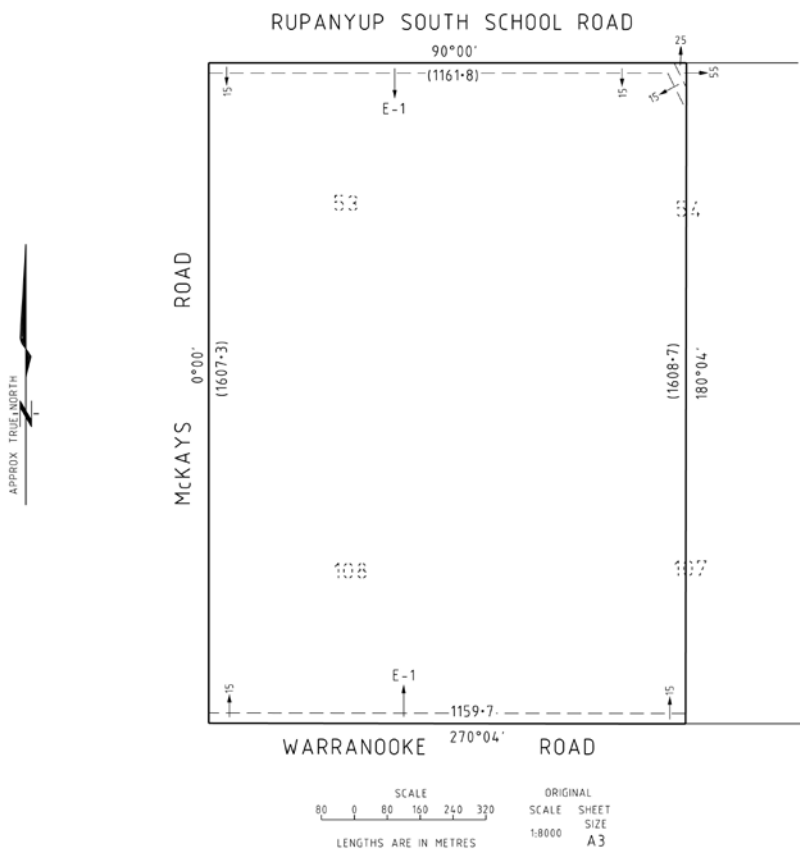
S. 21
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Grampians Wimmera Mallee Water Corporation, ABN 35 584 588 263, of 11 McLachlan Street, Horsham, Victoria 3400 ('the Authority'), declares that by this notice it acquires the following interest in the land described as:

Easement for water supply purposes over that piece of land being portion of the land comprised and described in Certificate of Title Volume 08646 Folio 174 the location of which is marked on the Plan annexed hereto ('the land').



Dated 4 June 2009

Signed sealed and delivered by the Managing Director on behalf of Grampians Wimmera Mallee Water Corporation pursuant to the power delegated to that position by an Instrument of Delegation dated 4 April 2007 in the presence of

JEFF RIGBY
Managing Director
SHANNON PARNELL BYRNE
Witness

VICTORIAN ENERGY EFFICIENCY TARGET (VEET) REGULATIONS 2008

Register of Products to be kept by the Essential Services Commission under section 9 of the VEET Regulations – Applicable from Commencement of the VEET scheme.

UPDATES TO PRODUCT REGISTERS AS OF APRIL 2009

VEET Scheme – Register of Products

High Efficiency Gas/LPG Water Heaters (Schedule 1A)			Added or Deleted
Item	Product Brand	Product Model	Status
1	Rheem Optima 850	850330B0	D
2	Rheem Optima 850	850330L0	D
3	Rheem Optima 850	850330N0	D
4	Rheem Optima 850	850330P0	D
5	Rheem Optima 850	850360B0	D
6	Rheem Optima 850	850360L0	D
7	Rheem Optima 850	850360N0	D
8	Rheem Optima 850	850360P0	D
9	Rheem Rheemglass 350	350330B0	D
10	Rheem Rheemglass 350	350330L0	D
11	Rheem Rheemglass 350	350330N0	D
12	Rheem Rheemglass 350	350330P0	D
13	Rheem Rheemglass 350	350360B0	D
14	Rheem Rheemglass 350	350360L0	D
15	Rheem Rheemglass 350	350360N0	D
16	Rheem Rheemglass 350	350360P0	D
17	Rheem Stellar	850330BO	A
18	Rheem Stellar	850330LO	A
19	Rheem Stellar	850330NO	A
20	Rheem Stellar	850330PO	A
21	Rheem Stellar	850360BO	A
22	Rheem Stellar	850360LO	A
23	Rheem Stellar	850360NO	A
24	Rheem Stellar	850360PO	A

VEET Scheme – Register of Products

High Efficiency Gas/LPG Instantaneous Water Heaters (Schedule 1B)			Added or Deleted
Item	Product Brand	Product Model	Status
1	Everhot	271024NF	D
2	Everhot	271024PF	D
3	Everhot	275024NF	D

Item	Product Brand	Product Model	Status
4	Everhot	275024PF	D
5	Paloma	PH181CWH	D
6	Paloma	PH201CWH	D
7	Paloma	PH241CWH	D
8	Paloma	PH261CWH	D
9	Vulcan	241026NF/J	D
10	Vulcan	241026PF/J	D
11	Vulcan	244020NF/J	D
12	Vulcan	244020PF/J	D

VEET Scheme - Register of Products**Electric Boosted Solar or Heat Pump Water Heaters (Schedule 1C)**

Electric Boosted Solar or Heat Pump Water Heaters (Schedule 1C)			Added or Deleted
Item	Product Brand	Product Model	Status
1	Apricus	AE_22_250_GLE	A
2	Apricus	AE_30_250_GLE	A
3	Apricus	AE_30_315_GLE	A
4	Apricus	AE_40_315_GLE	A
5	Apricus	AE_30_400_GLE	A
6	Apricus	AE_30_315_GLEM	A
7	Apricus	AE_20_315_GLEM	A
8	Apricus	AE_22_315_GLEM	A
9	Apricus	AE_20_250_GLEM	A
10	Apricus	AE_22_250_GLEM	A
11	Apricus	AE_30_400_GLEM	A
12	Conergy	AS315/4/C/EXX/F20LC	A
13	Conergy	AS315/4/C/M/EXX/F20LC	A
14	Conergy	AS315/4/O/EXX/E20BC	A
15	Conergy	AS315/4/O/EXX/F20LC	A
16	Conergy	AS315/5/O/E36/E25BC	A
17	Conergy	AS315/5/O/E48/E25BC	A
18	Conergy	AS315/6/C/EXX/E20BC	A
19	Conergy	AS315/6/C/EXX/F20LC	A
20	Conergy	AS315/6/O/EXX/E20BC	A
21	Conergy	AS315/6/O/EXX/F20LC	A
22	Conergy	AS400/5/C/EXX/E25BC	A
23	Conergy	AS400/5/O/E36/V/E25BC	A
24	Conergy	AS400/5/O/E48/V/E25BC	A

Item	Product Brand	Product Model	Status
25	Conergy	AS400/5/O/EXX/E25BC	A
26	Conergy	AS400/6/C/EXX/E20BC	A
27	Conergy	AS400/6/C/EXX/F20LC	A
28	Conergy	AS400/6/O/EXX/E20BC	A
29	Conergy	AS400/6/O/EXX/F20LC	A
30	Conergy	TS180/20/C/E24/V/E20BC	A
31	Conergy	TS180/20/O/E24/V/E20BC	A
32	Conergy	TS180/20/O/E24/V/F20LC	A
33	Conergy	TS180/25/C/E24/V/E25BC	A
34	Conergy	TS180/25/O/E24/V/E25BC	A
35	Conergy	TS300/25/C/E24/V/E25BC	A
36	Conergy	TS300/25/O/E24/V/E25BC	A
37	Conergy	TS300/4/O/E24/V/E20BC	A
38	Conergy	TS300/4/O/E24/V/F20LC	A
39	Conergy	TS300/40/C/E24/V/E20BC	A
40	Conergy	TS300/40/C/E24/V/F20LC	A
41	Conergy	TS300/40/O/E24/V/F20LC	A
42	Conergy	TS300/60/C/E24/V/E20BC	A
43	Conergy	TS300/60/C/E24/V/F20LC	A
44	Conergy	TS300/60/O/E24/V/E20BC	A
45	Conergy	TS300/60/O/E24/V/F20LC	A

VEET Scheme – Register of Products

Gas/LPG Boosted Solar Water Heaters (Schedule 1D)			Added or Deleted
Item	Product Brand	Product Model	Status
1	Apricus	AG_20_160_26GLG	A
2	Apricus	AG_22_160_26GLG	A
3	Apricus	AG_20_250_26GLG	A
4	Apricus	AG_22_250_26GLG	A
5	Apricus	AG_30_315_26GLG	A
6	Apricus	AG_40_315_26GLG	A
7	Apricus	AG_20_160_26SSG	A
8	Apricus	AG_22_160_26SSG	A
9	Conergy	AS315/6/C/GXX/E20BC	A
10	Conergy	AS315/6/O/GXX/E20BC	A
11	Conergy	TS180/20/O/G24/V/E20BC	A
12	Everhot	296160/1T	A

Item	Product Brand	Product Model	Status
13	Everhot	290160/1T-G	A
14	Everhot	211160/1HBT-G	A
15	Everhot	211160/2HBT-G	A

VEET Scheme – Register of Products**Solar Water Heaters (Schedule 3)**

Solar Water Heaters (Schedule 3)			Added or Deleted
Item	Product Brand	Product Model	Status
1	Apricus	AG_20_160_26GLG	A
2	Apricus	AG_22_160_26GLG	A
3	Apricus	AG_20_250_26GLG	A
4	Apricus	AG_22_250_26GLG	A
5	Apricus	AG_30_315_26GLG	A
6	Apricus	AG_40_315_26GLG	A
7	Apricus	AG_20_160_26SSG	A
8	Apricus	AG_22_160_26SSG	A
9	Conergy	AS315/6/C/GXX/E20BC	A
10	Conergy	AS315/6/O/GXX/E20BC	A
11	Conergy	TS180/20/O/G24/V/E20BC	A
12	Everhot	296160/1T	A
13	Everhot	290160/1T-G	A
14	Everhot	211160/1HBT-G	A
15	Everhot	211160/2HBT-G	A

VEET Scheme – Register of Products**High Efficiency Ducted Air to Air Heat Pump (Schedule 7 and 8)**

High Efficiency Ducted Air to Air Heat Pump (Schedule 7 and 8)			Added or Deleted
Item	Product Brand	Product Model	Status
1	Accent Air	AEA16	A
2	Accent Air	AEA32	A
3	Accent Air	AACP25-A	A
4	Air Change	AC20RCRTP	A
5	Air Change	AC27RCRTP	A
6	Air Change	AC36RCRTP	A
7	Air Change	AC65RCRTP	A
8	Apac	S021IHC7CA+S021OVC9CA	A
9	Apac	S021IHR7AE + S021OVR9AE	A
10	Apac	S021IHR7CA+S021OVR9CA	A
11	Apac	S024IHC7CA+S024OVC9CA	A

Item	Product Brand	Product Model	Status
12	Apac	S024IHR7CA+S024OVR9CA	A
13	Daikin	FDYQ160K*** / RZQ160H***	A
14	Fujitsu	ARTC36LCTU	A
15	Fujitsu	ARTC45LCTU	A
16	Hitachi	RAS/RPI-7.0FSN1S	A
17	Hitachi	RAS/RPI-7.0FSN1SQ	A
18	Livezi	LDS16	A
19	Livezi	LDS19	A
20	Livezi	LSS12	A
21	Livezi	LSS19	A
22	Rheem	REA16	A
23	Temperzone	CISD140K OSA140	A

VEET Scheme – Register of Products**High Efficiency Gas/LPG Space Heaters (Schedule 9)**

High Efficiency Gas/LPG Space Heaters (Schedule 9)			Added or Deleted
Item	Product Brand	Product Model	Status
1	Rinnai	IB300ETRL (Masonry Installation)	A
2	Rinnai	IB300ETRL/A (Masonry Installation)	A
3	Rinnai	IB300ETRN/A (Masonry Installation)	A

VEET Scheme – Register of Products**High Efficiency Space Air to Air Heat Pump (Schedule 10)**

High Efficiency Space Air to Air Heat Pump (Schedule 10)			Added or Deleted
Item	Product Brand	Product Model	Status
1	APAC	S019IHR7AD + S019OVR9AD	D
2	APAC	S019IHC7AD	D
3	APAC	S019OVC9AD	D
4	FREEHEAT	MSH-12HRDN1(FREEHEAT)	A
5	FUJITSU	AUTA54LCLU	A
6	HISENSE	HASR12A	A
7	LG	R12AWN-NB9/R12AWN-UB9	A
8	mitsubishi	MSZ-FB35VA-A MSZ-FB35VAH-A	A
9	mitsubishi	PCA-RP100KA/PUHZ-RP100YHA2	A
10	mitsubishi	PCA-RP140KA/PUHZ-RP140YHA2	A

Item	Product Brand	Product Model	Status
11	SAIR	SV1-22HRDN1	A
12	SAIR	SV1-24HRDN1	A

VEET Scheme – Register of Products**Thermally Efficient Windows (Schedule 13)**

Thermally Efficient Windows (Schedule 13)			Added or Deleted
Item	Product Brand	Product Model	Status
1	A&L Qld	A&L_004_07	A
2	A&L Qld	A&L_004_08	A
3	A&L Qld	A&L_004_21	A
4	A&L Qld	A&L_004_22	A
5	A&L Qld	A&L_004_23	A
6	A&L Qld	A&L_004_24	A
7	A&L Qld	A&L_004_25	A
8	A&L Qld	A&L_004_26	A
9	A&L Qld	A&L_004_27	A
10	A&L Qld	A&L_004_28	A
11	A&L Qld	A&L_004_29	A
12	A&L Qld	A&L_004_30	A
13	A&L Qld	A&L_004_37	A
14	A&L Qld	A&L_004_38	A
15	A&L Qld	A&L_004_39	A
16	A&L Qld	A&L_004_40	A
17	A&L Qld	A&L_004_41	A
18	A&L Qld	A&L_004_42	A
19	A&L Qld	A&L_004_43	A
20	A&L Qld	A&L_004_44	A
21	A&L Qld	A&L_004_45	A
22	A&L Qld	A&L_004_46	A
23	A&L Qld	A&L_025_01	A
24	A&L Qld	A&L_025_01	A
25	A&L Vic/SA	A&L_004_04	A
26	A&L Vic/SA	A&L_004_05	A
27	A&L Vic/SA	A&L_004_06	A
28	A&L Vic/SA	A&L_004_09	A
29	A&L Vic/SA	A&L_004_10	A
30	A&L Vic/SA	A&L_004_11	A
31	A&L Vic/SA	A&L_004_12	A

Item	Product Brand	Product Model	Status
32	A&L Vic/SA	A&L_004_13	A
33	A&L Vic/SA	A&L_004_14	A
34	A&L Vic/SA	A&L_004_15	A
35	A&L Vic/SA	A&L_004_16	A
36	A&L Vic/SA	A&L_004_17	A
37	A&L Vic/SA	A&L_004_18	A
38	A&L Vic/SA	A&L_004_19	A
39	A&L Vic/SA	A&L_004_20	A
40	A&L Vic/SA	A&L_004_31	A
41	A&L Vic/SA	A&L_004_32	A
42	A&L Vic/SA	A&L_004_33	A
43	A&L Vic/SA	A&L_004_34	A
44	A&L Vic/SA	A&L_004_35	A
45	A&L Vic/SA	A&L_004_36	A
46	A&L Vic/SA	A&L_024_01	A
47	A&L Vic/SA	A&L_024_02	A
48	A&L Vic/SA	A&L_024_03	A
49	A&L Vic/SA	A&L_024_08	A
50	A&L Vic/SA	A&L_024_10	A
51	A&L Vic/SA	A&L_024_11	A
52	A&L Vic/SA	A&L_024_12	A
53	A&L Vic/SA	A&L_024_13	A
54	A&L Vic/SA	A&L_024_14	A
55	A&L Vic/SA	A&L_025_01	A
56	A&L Vic/SA	A&L_025_01	A
57	A&L Vic/SA	A&L_026_01	A
58	A&L Vic/SA	A&L_026_02	A
59	A&L Vic/SA	A&L_026_03	A
60	A&L Vic/SA	A&L_026_08	A
61	A&L Vic/SA	A&L_026_10	A
62	A&L Vic/SA	A&L_026_11	A
63	A&L Vic/SA	A&L_026_12	A
64	A&L Vic/SA	A&L_026_13	A
65	A&L Vic/SA	A&L_026_14	A
66	A&L Vic/SA	A&L_029_06	A
67	A&L Vic/SA	A&L_029_12	A
68	A&L Vic/SA	A&L_030_03	A

Item	Product Brand	Product Model	Status
69	A&L Vic/SA	A&L_030_05	A
70	A&L Vic/SA	A&L_030_08	A
71	Airlite	AIR_010_07	A
72	Alspec	ALS_002_02	A
73	Alspec	ALS_003_02	A
74	Alspec	ALS_007_02	A
75	Alspec	ALS_010_01	A
76	Alspec	ALS_010_02	A
77	Alspec	ALS_010_03	A
78	Alspec	ALS_010_04	A
79	Alspec	ALS_011_01	A
80	Alspec	ALS_011_02	A
81	Alspec	ALS_011_03	A
82	Alspec	ALS_011_07	A
83	Alspec	ALS_015_04	A
84	Alspec	ALS_015_05	A
85	Alspec	ALS_015_06	A
86	Alspec	ALS_015_07	A
87	Alspec	ALS_016_01	A
88	Alspec	ALS_016_02	A
89	Alspec	ALS_016_03	A
90	Alspec	ALS_016_05	A
91	Alspec	ALS_016_06	A
92	Alspec	ALS_016_07	A
93	Alspec	ALS_019_16	A
94	Alspec	ALS_019_19	A
95	Alspec	ALS_020_16	A
96	Alspec	ALS_020_17	A
97	Alspec	ALS_020_18	A
98	Alspec	ALS_020_21	A
99	Alspec	ALS_020_22	A
100	Alspec	ALS_021_16	A
101	Alspec	ALS_021_17	A
102	Alspec	ALS_021_18	A
103	Alspec	ALS_021_21	A
104	Alspec	ALS_021_22	A
105	Alvicsa	A&L_004_01	A

Item	Product Brand	Product Model	Status
106	Alvicsa	A&L_004_02	A
107	Alvicsa	A&L_004_03	A
108	Architectural Window Systems	AWS_010_03	A
109	Architectural Window Systems	AWS_013_01	A
110	Architectural Window Systems	AWS_029_08	A
111	Architectural Window Systems	AWS_029_10	A
112	Architectural Window Systems	AWS_029_11	A
113	Architectural Window Systems	AWS_030_06	A
114	Architectural Window Systems	AWS_030_08	A
115	Architectural Window Systems	AWS_030_09	A
116	Architectural Window Systems	AWS_031_09	A
117	Architectural Window Systems	AWS_033_06	A
118	Architectural Window Systems	AWS_033_07	A
119	Architectural Window Systems	AWS_033_08	A
120	Architectural Window Systems	AWS_033_10	A
121	Architectural Window Systems	AWS_033_11	A
122	Architectural Window Systems	AWS_036_06	A
123	Architectural Window Systems	AWS_036_07	A
124	Architectural Window Systems	AWS_036_08	A
125	Architectural Window Systems	AWS_036_09	A
126	Architectural Window Systems	AWS_036_11	A
127	Architectural Window Systems	VAN_003_04	A
128	Aspect	ASP_001_02	A
129	Aspect	ASP_002_01	A
130	Aspect	ASP_002_02	A
131	Aspect	ASP_002_03	A
132	Aspect	ASP_004_02	A
133	Aspect	ASP_005_01	A
134	Aspect	ASP_005_02	A
135	Aspect	ASP_005_03	A
136	Aspect	ASP_008_01	A
137	Aspect	ASP_008_02	A
138	Aspect	ASP_008_03	A
139	Aspect	ASP_008_04	A
140	Aspect	ASP_010_01	A
141	Aspect	ASP_010_02	A
142	Aspect	ASP_010_03	A

Item	Product Brand	Product Model	Status
143	Aspect	ASP_010_04	A
144	Aspect	ASP_012_01	A
145	Aspect	ASP_012_02	A
146	Aspect	ASP_012_03	A
147	Aspect	ASP_012_04	A
148	Bradnams	BRD_008_11	A
149	Bradnams	BRD_008_24	A
150	Bradnams	BRD_008_29	A
151	Bradnams	BRD_008_36	A
152	Bradnams	BRD_008_37	A
153	Bradnams	BRD_008_38	A
154	Bradnams	BRD_008_41	A
155	Bradnams	BRD_022_11	A
156	Bradnams	BRD_022_13	A
157	Bradnams	BRD_022_15	A
158	Bradnams	BRD_022_18	A
159	Bradnams	BRD_022_23	A
160	Bradnams	BRD_022_24	A
161	Bradnams	BRD_022_25	A
162	Bradnams	BRD_022_26	A
163	Bradnams	BRD_022_27	A
164	Bradnams	BRD_022_28	A
165	Bradnams	BRD_022_31	A
166	Bradnams	BRD_022_34	A
167	Bradnams	BRD_022_35	A
168	Bradnams	BRD_022_36	A
169	Bradnams	BRD_022_40	A
170	Bradnams	BRD_022_41	A
171	Bradnams	BRD_022_42	A
172	Bradnams	BRD_022_43	A
173	Bradnams	BRD_022_44	A
174	Bradnams	BRD_022_45	A
175	Bradnams	BRD_022_47	A
176	Bradnams	BRD_022_48	A
177	Bradnams	BRD_022_49	A
178	Bradnams	BRD_022_52	A
179	Bradnams	BRD_022_55	A

Item	Product Brand	Product Model	Status
180	Bradnam's	BRD_022_56	A
181	Bradnam's	BRD_022_57	A
182	Bradnam's	BRD_022_60	A
183	Bradnam's	BRD_022_63	A
184	Bradnam's	BRD_022_64	A
185	Bradnam's	BRD_022_65	A
186	Bradnam's	BRD_028_15	A
187	Bradnam's	BRD_028_16	A
188	Bradnam's	BRD_028_18	A
189	Bradnam's	BRD_028_19	A
190	Bradnam's	BRD_028_20	A
191	Bradnam's	BRD_028_24	A
192	Bradnam's	BRD_028_25	A
193	Bradnam's	BRD_028_26	A
194	Bradnam's	BRD_028_27	A
195	Bradnam's	BRD_028_28	A
196	Bradnam's	BRD_028_29	A
197	Bradnam's	BRD_028_31	A
198	Bradnam's	BRD_028_32	A
199	Bradnam's	BRD_028_33	A
200	Bradnam's	BRD_028_34	A
201	Bradnam's	BRD_028_35	A
202	Bradnam's	BRD_028_36	A
203	Bradnam's	BRD_028_40	A
204	Bradnam's	BRD_028_42	A
205	Bradnam's	BRD_028_43	A
206	Bradnam's	BRD_028_44	A
207	Bradnam's	BRD_028_45	A
208	Bradnam's	BRD_028_48	A
209	Bradnam's	BRD_028_49	A
210	Bradnam's	BRD_028_52	A
211	Bradnam's	BRD_028_53	A
212	Bradnam's	BRD_028_54	A
213	Bradnam's	BRD_028_55	A
214	Bradnam's	BRD_028_56	A
215	Bradnam's	BRD_028_57	A
216	Bradnam's	BRD_028_58	A

Item	Product Brand	Product Model	Status
217	Bradnams	BRD_028_60	A
218	Bradnams	BRD_028_61	A
219	Bradnams	BRD_028_62	A
220	Bradnams	BRD_028_63	A
221	Bradnams	BRD_028_64	A
222	Bradnams	BRD_032_01	A
223	Bradnams	BRD_032_11	A
224	Bradnams	BRD_032_17	A
225	Bradnams	BRD_032_23	A
226	Bradnams	BRD_032_24	A
227	Bradnams	BRD_032_28	A
228	Bradnams	BRD_032_29	A
229	Bradnams	BRD_032_30	A
230	Bradnams	BRD_032_31	A
231	Bradnams	BRD_032_32	A
232	Bradnams	BRD_032_35	A
233	Bradnams	BRD_032_36	A
234	Bradnams	BRD_032_37	A
235	Bradnams	BRD_032_39	A
236	Breezway	WER_03_014	A
237	Canterbury	CAN_012_03	A
238	Canterbury	CAN_015_03	A
239	Canterbury	CAN_018_03	A
240	Capral Ltd	CAP_041_02	A
241	Capral Ltd	CAP_041_04	A
242	Capral Ltd	CAP_041_05	A
243	Capral Ltd	CAP_041_06	A
244	Capral Ltd	CAP_043_03	A
245	Capral Ltd	CAP_043_06	A
246	Capral Ltd	CAP_055_02	A
247	Capral Ltd	CAP_055_05	A
248	Capral Ltd	CAP_057_01	A
249	Capral Ltd	CAP_057_05	A
250	Capral Ltd	CAP_057_07	A
251	Capral Ltd	CAP_057_08	A
252	Capral Ltd	CAP_057_09	A
253	Capral Ltd	CAP_057_13	A

Item	Product Brand	Product Model	Status
254	Capral Ltd	CAP_057_15	A
255	Capral Ltd	CAP_057_16	A
256	Capral Ltd	CAS_031_01	A
257	Capral Ltd	CAS_035_01	A
258	Capral Ltd	CAS_035_02	A
259	Capral Ltd	CAS_035_03	A
260	Deceuninck	DEC_001_01	A
261	Deceuninck	DEC_001_02	A
262	Deceuninck	DEC_001_03	A
263	Deceuninck	DEC_001_04	A
264	Deceuninck	DEC_001_05	A
265	Deceuninck	DEC_001_06	A
266	Deceuninck	DEC_001_07	A
267	Deceuninck	DEC_001_08	A
268	Deceuninck	DEC_001_09	A
269	Deceuninck	DEC_001_10	A
270	Deceuninck	DEC_002_01	A
271	Deceuninck	DEC_002_02	A
272	Deceuninck	DEC_002_03	A
273	Deceuninck	DEC_002_04	A
274	Deceuninck	DEC_002_05	A
275	Deceuninck	DEC_002_06	A
276	Deceuninck	DEC_002_07	A
277	Deceuninck	DEC_002_08	A
278	Deceuninck	DEC_002_09	A
279	Deceuninck	DEC_002_10	A
280	Dowell	DOW_010_03	A
281	Dowell	DOW_010_05	A
282	Dowell	DOW_010_06	A
283	Dowell	DOW_011_03	A
284	Dowell	DOW_011_05	A
285	Dowell	DOW_011_06	A
286	Dowell	DOW_012_03	A
287	Dowell	DOW_012_05	A
288	Dowell	DOW_013_03	A
289	Dowell	DOW_013_05	A
290	Dowell	DOW_013_06	A

Item	Product Brand	Product Model	Status
291	EcoClassic	ECO_001_01	A
292	EcoClassic	ECO_001_02	A
293	EcoClassic	ECO_001_03	A
294	EcoClassic	ECO_001_04	A
295	EcoClassic	ECO_001_05	A
296	EcoClassic	ECO_001_06	A
297	EcoClassic	ECO_002_01	A
298	EcoClassic	ECO_002_02	A
299	EcoClassic	ECO_002_03	A
300	EcoClassic	ECO_002_04	A
301	EcoClassic	ECO_003_02	A
302	EcoClassic	ECO_003_03	A
303	EcoClassic	ECO_003_04	A
304	EcoClassic	ECO_004_01	A
305	EcoClassic	ECO_004_02	A
306	EcoClassic	ECO_004_03	A
307	EcoClassic	ECO_004_04	A
308	EcoClassic	ECO_005_01	A
309	EcoClassic	ECO_005_02	A
310	EcoClassic	ECO_005_03	A
311	EcoClassic	ECO_005_04	A
312	Everglaze	EVG_001_01	A
313	Everglaze	EVG_001_02	A
314	Everglaze	EVG_001_03	A
315	Everglaze	EVG_001_04	A
316	Everglaze	EVG_002_01	A
317	Everglaze	EVG_002_02	A
318	Everglaze	EVG_002_03	A
319	Everglaze	EVG_002_04	A
320	G James	GJA_007_01	A
321	G James	GJA_007_14	A
322	G James	GJA_007_15	A
323	G James	GJA_014_05	A
324	G James	GJA_014_11	A
325	G James	GJA_014_16	A
326	G James	GJA_014_25	A
327	G James	GJA_014_30	A

Item	Product Brand	Product Model	Status
328	G James	GJA_020_05	A
329	G James	GJA_071_37	A
330	Miglas	MIG_001_01	A
331	Miglas	MIG_001_02	A
332	Miglas	MIG_001_03	A
333	Miglas	MIG_001_04	A
334	Miglas	MIG_001_05	A
335	Miglas	MIG_001_06	A
336	Miglas	MIG_001_07	A
337	Miglas	MIG_001_08	A
338	Miglas	MIG_001_09	A
339	Miglas	MIG_001_10	A
340	Miglas	MIG_001_11	A
341	Polar	POL_003_01	A
342	Polar	POL_004_01	A
343	RomeEuro	ROM_001_01	A
344	RomeEuro	ROM_001_02	A
345	RomeEuro	ROM_001_03	A
346	RomeEuro	ROM_001_04	A
347	RomeEuro	ROM_001_05	A
348	RomeEuro	ROM_002_02	A
349	RomeEuro	ROM_002_03	A
350	RomeEuro	ROM_002_05	A
351	Rylock	RYK_006_01	A
352	Rylock	RYK_006_02	A
353	Rylock	RYK_008_01	A
354	Rylock	RYK_008_02	A
355	Seaview	SVW_001_01	A
356	Seaview	SVW_002_01	A
357	Seaview	SVW_003_01	A
358	Seaview	SVW_004_01	A
359	Stegbar	STG_001_03	A
360	Stegbar	STG_001_09	A
361	Stegbar	STG_001_16	A
362	Stegbar	STG_006_03	A
363	Stegbar	STG_006_16	A
364	Stegbar	STG_009_07	A

Item	Product Brand	Product Model	Status
365	Stegbar	STG_017_08	A
366	Stegbar	STG_017_10	A
367	Stegbar	STG_019_08	A
368	Stegbar	STG_019_10	A
369	Stegbar	STG_021_07	A
370	Stegbar	STG_021_09	A
371	Stegbar	STG_023_07	A
372	Stegbar	STG_023_08	A
373	Stegbar	STG_023_10	A
374	Trend	TND_006_03	A
375	Trend	TND_025_08	A
376	Trend	TND_025_09	A
377	Trend	TND_026_01	A
378	Trend	TND_031_01	A
379	Trend	TND_031_02	A
380	Trend	TND_031_03	A
381	Trend	TND_031_04	A
382	Trend	TND_032_05	A
383	Trend	TND_032_06	A
384	Trend	TND_032_07	A
385	Trend	TND_032_08	A
386	Trend	TND_032_09	A
387	Trend	TND_032_10	A
388	Valley	VAL_001_04	A
389	Valley	VAL_001_05	A
390	Valley	VAL_001_06	A
391	Valley	VAL_002_01	A
392	Valley	VAL_002_02	A
393	Valley	VAL_002_03	A
394	Valley	VAL_002_04	A
395	Valley	VAL_002_05	A
396	Valley	VAL_002_06	A
397	Valley	VAL_002_07	A
398	Valley	VAL_002_08	A
399	Valley	VAL_003_04	A
400	Valley	VAL_003_05	A
401	Valley	VAL_003_06	A

Item	Product Brand	Product Model	Status
402	Valley	VAL_004_01	A
403	Valley	VAL_004_02	A
404	Valley	VAL_004_03	A
405	Valley	VAL_004_04	A
406	Valley	VAL_004_05	A
407	Valley	VAL_004_06	A
408	Valley	VAL_004_07	A
409	Valley	VAL_004_08	A
410	Valley	VAL_005_02	A
411	Valley	VAL_005_06	A
412	Wideline	WID_005_09	A
413	Wideline	WID_009_06	A
414	Wideline	WID_009_08	A
415	Wintec	WAS_002_01	A
416	Wintec	WAS_004_01	A
417	Wintec	WAS_008_01	A
418	Wintec	WAS_008_02	A

VEET Scheme – Register of Products**High Efficiency Refrigerators and Freezers (Schedule 18)**

High Efficiency Refrigerators and Freezers (Schedule 18)			Added or Deleted
Item	Product Brand	Product Model	Status
1	Acqua	GY-NE270FR/01	A
2	Daewoo	FRN-U20***I	A
3	Electrolux	EBE4300SC	A
4	Electrolux	EBE5100SC	A
5	Electrolux	EBM4300SC	A
6	Electrolux	EBM4307SC	A
7	Electrolux	EBM5100SC	A
8	Electrolux	EBM5107SC	A
9	Electrolux	EFM3001WC	A
10	Electrolux	EFM3607SC	A
11	Electrolux	ERM3701WC	A
12	Electrolux	ERM4307SC	A
13	Electrolux	ETE4200SC	A
14	Electrolux	ETE5200SC	A
15	Electrolux	ETM4200SC	A
16	Electrolux	ETM4407SC	A

Item	Product Brand	Product Model	Status
17	Electrolux	ETM5200SC	A
18	Electrolux	ETM5207SC	A
19	Electrolux	EBE4300S	D
20	Electrolux	EBE5100S	D
21	Electrolux	EBM4300S	D
22	Electrolux	EBM4307S	D
23	Electrolux	EBM5100S	D
24	Electrolux	EBM5107S	D
25	Electrolux	ETE4200S	D
26	Electrolux	ETE5200S	D
27	Electrolux	ETM4200S	D
28	Electrolux	ETM4407S	D
29	Electrolux	ETM5200S	D
30	Electrolux	ETM5207S	D
31	Fisher & Paykel	RB90S (refrigerator)	A
32	Liebherr	IKP 2850	A
33	Liebherr	SGNes 2800	A
34	Liebherr	SGNes 3010	A
35	Liebherr	SIGN 2566	A
36	Liebherr	SKBes 4211	A
37	Liebherr	SKes 4210	A
38	Liebherr	SWTNes 3010	A
39	Midea	BCD-380W	A
40	Samsung Electronics	SR445MW	A
41	Samsung Electronics	SR448MSS	A
42	Singer	SIVF1465	A
43	Westinghouse	RJ523	A
44	Westinghouse	RJ525	A
45	Whirlpool	WRBE47T	A

Water Act 1989**BULK ENTITLEMENT (MARYSVILLE) CONVERSION AMENDMENT ORDER 2009**

I, Tim Holding, as Minister administering the **Water Act 1989** (the Act), make the following Order –

1. Title

This Order is called the Bulk Entitlement (Marysville) Conversion Amendment Order 2009.

2. Preliminary

The Bulk Entitlement (Marysville) Conversion Order 1995 was made by the Minister on 21 August 1995. The Order converted all of the Mid-Goulburn Regional Water Board's entitlement to take water from the Steavenson River to supply to the Marysville Water Supply System to a bulk entitlement.

On 1 July 1997, the Goulburn Valley Region Water Authority was appointed by Order of the Minister, to take over the whole of the property, rights, liabilities, obligations, powers and functions of the former Mid-Goulburn Regional Water Board.

Goulburn Valley Region Water Authority is now known as Goulburn Valley Region Water Corporation (the Authority).

3. Purpose

This Order inserts an additional specified point on the Steavenson River for the purpose of providing a stock drinking supply at its recycled water irrigation property located just north of Marysville.

4. Authorising provisions

This Order is made in accordance with section 44 of the **Water Act 1989**.

5. Commencement

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

6. Amendment of clause 4

In clause 4 of the Bulk Entitlement Order, **insert** the following definitions –

“**specified point C**” means the location on the waterway of the Authority's raw water pumping station adjacent to land described as Part Lot 1, TP 601963X (Formally Part CA 34) being C/T 10908/214, Parish of Buxton.”

7. Amendment of clause 7

For clause 7 of the Bulk Entitlement Order, **substitute** –

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

- (a) When $F \leq 2.0$,
 $E_A = 0$, and
- (b) When $2.0 < F \leq 4.0$,
 $E_A = (F - 2.0) - V_C$, and
- (c) When $F > 4.0$,
 $E_A = 2.0 - V_C$,

where –

‘F’ means the flow past the specified point A in ML/day less any amount of water under transfer pursuant to sub-clause 7.3; and

‘ E_A ’ means the Authority's entitlement in ML/day from specified point A; and

‘ V_C ’ means the volume of water taken by the Authority in ML/day from specified point C pursuant to sub-clause 7.2.

- 7.2 The Authority may take up to 0.02 ML/day of the flow passing the specified point C.
- 7.3 The Authority is not entitled to any flow past specified points A or C, as part of its bulk entitlement, which is being transferred by the holder of –
- (a) any other bulk entitlement or licence held by another person, or
 - (b) any licence –
- to a transferee pursuant to the Act.’

Dated 29 May 2009

TIM HOLDING
Minister for Water

Planning and Environment Act 1987

BASS COAST PLANNING SCHEME

Notice of Approval of Amendment

Amendment C99

The Bass Coast Shire Council approved Amendment C99 to the Bass Coast Planning Scheme on 6 May 2009.

The Amendment rezones 92 Chapel Street, Cowes, from Public Use Zone to Residential 1 Zone.

The Amendment was approved by the Bass Coast Shire Council in accordance with authorisation given by the Minister under section 11(1) of the **Planning and Environment Act 1987** on 31 December 2008. The authorisation has not been withdrawn.

A copy of the Amendment can be inspected, free of charge, during office hours at: Bass Coast Shire Council, 76 McBride Avenue, Wonthaggi 3995; and 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

BAYSIDE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C44

The Minister for Planning has approved Amendment C44 to the Bayside Planning Scheme.

The Amendment will be published in the Government Gazette and comes into operation on 4 June 2009.

The Amendment:

- makes changes to the Municipal Strategic Statement (MSS) (Clauses 21.02–3, 21.03, 21.04–2 and 21.12–3) to strengthen the strategic basis for the introduction of stormwater quality requirements for relevant new development;
- introduces a new local policy, Clause 22.10 Water Sensitive Urban Design (Stormwater Management) that will be used to control the quality of stormwater output from individual sites across the municipality and implements the objectives and strategies of the MSS; and
- includes reference documents into the scheme.

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 Bayside City Council, 76 Royal Avenue, Sandringham.

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

Planning and Environment Act 1987

BAW BAW PLANNING SCHEME

Notice of Approval of Amendment

Amendment C56 Part 1

The Baw Baw Shire Council has approved Amendment C56 part 1 to the Baw Baw Planning Scheme.

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

The Amendment includes the Trafalgar Strategy Plan into the Municipal Strategic Statement of the Baw Baw Planning Scheme.

The Amendment was approved by the Baw Baw Shire Council on 7 May 2009 in accordance with authorisation given by the Minister under section 11(1) of the **Planning and Environment Act 1987** on 23 August 2008. 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 Baw Baw Shire Council, 61 Smith Street, Warragul.

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

Planning and Environment Act 1987

BAW BAW PLANNING SCHEME

Notice of Approval of Amendment

Amendment C64 Part 1

The Minister for Planning has approved Amendment C64 part 1 to the Baw Baw Planning Scheme.

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

The Amendment:

- rezones land on Donnellys Creek Road, Toombon, 270 Donnellys Creek Road, Aberfeldy, Simpsons Road, Tanjil Bren, 811 Coalville Road, Coalville, 876 Coalville Road, Coalville, and Loch Valley Road, Loch Valley, from Public Conservation and Resource Zone to Farming Zone;
- rezones land at Princes Highway, Darnum, from Road Zone 1 to Farming Zone;
- rezones land at part 5 Streitbergs Road, Darnum, from Road Zone 1 and Farming Zone to Township Zone;
- rezones land at part 9 and 45 Streitbergs Road, Darnum, from Road Zone 1 to Farming Zone;
- rezones land at part 11, 15, 19, 25 and 29 Streitbergs Road, Darnum, from Farming Zone to Township Zone;
- rezones land at Stander Drive, Rawson, from Public Conservation Zone to Township Zone;
- rezones land at Knotts Siding Road, Rawson, from Public Conservation and Resource Zone to Public Park and Recreation Zone;
- rezones land at Depot Road, Rawson, from Public Conservation and Resource Zone to Township Zone;
- rezones land at the reserves on Sutton Street, Warragul, and 33 McMillan Drive, Warragul, from Residential 1 to Public Park and Recreation Zone;
- rezones land at the reserve on Wellwood Road, Drouin, from Farming Zone and Industrial 1 Zone to Public Conservation and Resource Zone;
- removes Heritage Overlay No. HO214, Castelled tower and pumping equipment, sewerage works, from land in No. 1 Road, Warragul (now 240 Albert Road, Warragul), due to their removal from the site;
- amends Heritage Overlay No. HO093, Fuel Storage Tank, to show its correct location and No. HO262, Flowering Gum Avenue, Drouin, to correct its location from private property to the road reserve;

- amends Schedule 43.01s by deleting reference to the rear boiler house and chimney at 57 Sutton Street, Warragul, from Heritage Overlay No. HO142, former James Miller & Co., due to their demolition;
- deleting Heritage Overlay No. HO214 due to the removal of the heritage place;
- introduces the Public Acquisition Overlay and schedule PAO1 to clause 45.01; and
- applies the Public Acquisition Overlay to part 170 Melaleuca Drive, Trafalgar East, to land currently being existing easements marked E-6 and E-11.

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 Baw Baw Shire Council, 61 Smith Street, Warragul.

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

Planning and Environment Act 1987

EAST GIPPSLAND PLANNING SCHEME

Notice of Approval of Amendment

Amendment C65

The East Gippsland Shire Council has approved Amendment C65 to the East Gippsland Planning Scheme.

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

The Amendment affects land at CA 43, 49, 50A, 50B (Parts), known as 139–171 Princes Highway, Lucknow and it:

- rezones part of the land at 139 Princes Highway, Lucknow, from part Rural Living Zone (Schedule 3) and part Farming Zone (Schedule 1) to the Industrial 1 Zone, and rezones land at the rear of 161–171 Princes Highway, Lucknow, from Farming Zone (Schedule 1) to Rural Living Zone (Schedule 3); and

- introduces the land proposed to be rezoned to Industrial 1, along with land zoned Industrial 1 at 161–171 Princes Highway, Lucknow (and extending to Phillips Lane), within a new schedule to the Development Plan Overlay (DPO5).

The Amendment was approved by the East Gippsland Shire Council on 4 May 2009 in accordance with authorisation given by the Minister under section 11(1) of the **Planning and Environment Act 1987** on 12 September 2008. 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 East Gippsland Shire Council, 273 Main Street, Bairnsdale.

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

Planning and Environment Act 1987

FRANKSTON PLANNING SCHEME

Notice of Approval of Amendment

Amendment C50

The Minister for Planning has approved Amendment C50 to the Frankston Planning Scheme.

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

The Amendment:

- modifies the Schedule 3 to the Special Use Zone;
- revises the Frankston Safe Boat Harbour Incorporated Document, June 2008; and
- updates the schedule to Clause 81.01 to reflect the amended Incorporated Document.

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 Frankston City Council, Civic Centre, Davey Street, Frankston.

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

Planning and Environment Act 1987

GLEN EIRA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C79

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

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

The Amendment changes the Schedule to Clause 61.01 to make the Minister for Planning the responsible authority for land in Schedule 1 to the Priority Development Zone – Monash University Caulfield – Western Precinct Development.

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 Glen Eira City Council, Municipal Offices, corner Glen Eira Road and Hawthorn Road, Caulfield.

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

Planning and Environment Act 1987

GOLDEN PLAINS PLANNING SCHEME

Notice of Approval of Amendment

Amendment C41

The Minister for Planning has approved Amendment C41 to the Golden Plains Planning Scheme.

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

The Amendment alters the planning scheme maps and the schedule to the Heritage Overlay so that eighteen heritage places included in Victorian Heritage Register are shown in the Golden Plains Planning Scheme.

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 Golden Plains Shire Council, 2 Pope Street, Bannockburn 3331.

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

Planning and Environment Act 1987

HORSHAM PLANNING SCHEME

Notice of Approval of Amendment

Amendment C37

The Minister for Planning has approved Amendment C37 to the Horsham Planning Scheme.

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

The Amendment rezones land in the vicinity of Stockton Drive, also known as Lot 1 on Plan of Subdivision No. 301646W, from part Farming Zone and part Residential 1 Zone to part Residential 1 Zone and part Public Park and Recreation Zone, and introduces Development Plan Overlay Schedule 6 to 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 Horsham Rural City Council, Roberts Avenue, Horsham.

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 C37

The Minister for Planning has approved Amendment C37 to the Moira Planning Scheme.

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

The Amendment:

- rezones part of the land known as 129 Cobram–Koonoomoo Road, Cobram, from the Farming Zone to the Special Use Zone;
- applies a Development Plan Overlay to the land;
- applies an Environmental Significance Overlay to the land;
- introduces the Special Use Zone and Schedule (SUZ1);
- introduces a new Schedule (DPO10) to the Development Plan Overlay;
- introduces the Environmental Significance Overlay and Schedule (ESO1); and
- updates Clause 61.03 and Clause 66.04.

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

The Amendment:

- amends Clause 21.04 to include a new Cobram Settlement Strategy and a new Cobram Town Structure Plan;
- amends Clause 21.07 to include the Cobram 2025 Cobram Strategy Plan and Cobram Strategy Plan – Addendum Report, June 2008 as Reference Documents;
- rezones various parcels of land in Cobram to Industrial 1 Zone, Residential 1 Zone, Low Density Residential Zone, Farming Zone, Business 1 and Business 4 Zones, Mixed Use Zone, Public Park & Recreation Zone and Public Use 2 Zone;
- applies the Design Development Overlay 1 (DDO1) to land in River Road, Cobram;
- applies the Development Plan Overlay 8 (DPO8) to areas of future Residential 1 Zone land;
- applies the Development Plan Overlay 9 (DPO9) to areas of future Low Density Residential Zone; and
- amends the Schedule to Clause 61.03 to include a new map in the Planning Scheme.

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

MOIRA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C41

The Minister for Planning has approved Amendment C41 to the Moira Planning Scheme.

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

Planning and Environment Act 1987

PYRENEES PLANNING SCHEME

Notice of Approval of Amendment

Amendment C18

The Pyrenees Shire Council approved Amendment C18 to the Pyrenees Planning Scheme on the 21 April 2009.

The Amendment makes the following changes to the twenty-nine Restructure Plans which are incorporated into the Pyrenees Planning Scheme at Clause 81:

- corrects a number of wording anomalies;
- removes reference to the Rural Zone and Environmental Rural Zone and instead makes references to the new rural zones (i.e. the Rural Conservation Zone and the Farming Zone and the relevant Planning Scheme provisions at Clause 35.06 and 35.07 respectively);
- revises all November 1997 Restructure Plans (Nos. 1 to 29 inclusive) Incorporated at Clause 81 with updated October 2007 versions, as per the accompanying Restructure Plans document. In particular, the changes to the 'Requirements for Development of Land' for each Restructure Plan are summarised on Appendix 1 to this report; and
- corrects a mapping error on Restructure Plan No. 27 Beaufort Environs (Sheet B).

The Amendment was approved by the Pyrenees Shire Council in accordance with authorisation given by the Minister under section 11(1) of the **Planning and Environment Act 1987** on 9 May 2008. 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 Pyrenees Shire Council offices at 5 Lawrence Street, Beaufort, 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
QUEENSCLIFFE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C18

The Minister for Planning has approved Amendment C18 to the Queenscliffe Planning Scheme.

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

The Amendment alters the planning scheme maps and the schedule to the Heritage Overlay so that fifteen heritage places included in Victorian Heritage Register are shown in the Queenscliffe Planning Scheme.

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 Borough of Queenscliffe Council, 50 Learmonth Street, Queenscliff, Victoria 3225.

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

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C87

The Minister for Planning has approved Amendment C87 to the Whitehorse Planning Scheme.

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

The Amendment introduces a Student Accommodation Policy at Clause 22.16 of the Whitehorse Planning Scheme to guide the future development of student housing and makes consequential changes to the Whitehorse Municipal Strategic Statement at Clause 21.06.

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 Whitehorse City Council, Planning Counter, Civic Offices, 379 Whitehorse Road, Nunawading.

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

Planning and Environment Act 1987
WYNDHAM PLANNING SCHEME
Notice of Approval of Amendment
Amendment C109

The Minister for Planning has approved Amendment C109 to the Wyndham Planning Scheme.

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

The Amendment rezones 32.5 hectares of land at 442–480 Palmers Road, located on the south-east corner of Boundary and Palmers Roads, Truganina, from Farming Zone 1 to Industrial 2 Zone.

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 Wyndham City Council, Princes Highway, Werribee.

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

Planning and Environment Act 1987

YARRA RANGES PLANNING SCHEME

Notice of Approval of Amendment

Amendment C71

The Minister for Planning has approved Amendment C71 to the Yarra Ranges Planning Scheme.

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

The Amendment rezones 1–5 Central Avenue, Mooroolbark, from a Public Use Zone to a Residential 1 Zone and applies a Development Plan Overlay to the site.

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 Yarra Ranges Shire Council, Anderson Street, Lilydale.

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

Planning and Environment Act 1987

YARRA RANGES PLANNING SCHEME

Notice of Approval of Amendment

Amendment C84

The Minister for Planning has approved Amendment C84 to the Yarra Ranges Planning Scheme.

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

The Amendment alters the planning scheme maps and the schedule to the Heritage Overlay so that nineteen heritage places included in Victorian Heritage Register are shown in the Yarra Ranges Planning Scheme.

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 Yarra Ranges Shire Council, Anderson Street, Lilydale 3140.

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

Planning and Environment Act 1987

BAW BAW PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C64 Part 2

Baw Baw Shire Council has resolved to abandon Amendment C64 Part 2 to the Baw Baw Planning Scheme.

Amendment C64 Part 2 proposed to rezone land on Willow Grove Road, Icy Creek, and land on Pipeline Track, Moondarra, from Public Conservation and Resource Zone to Farming Zone and apply changes to the Heritage Overlay HO165.

Amendment C64 Part 2 lapsed on 25 February 2009.

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

ORDERS IN COUNCIL

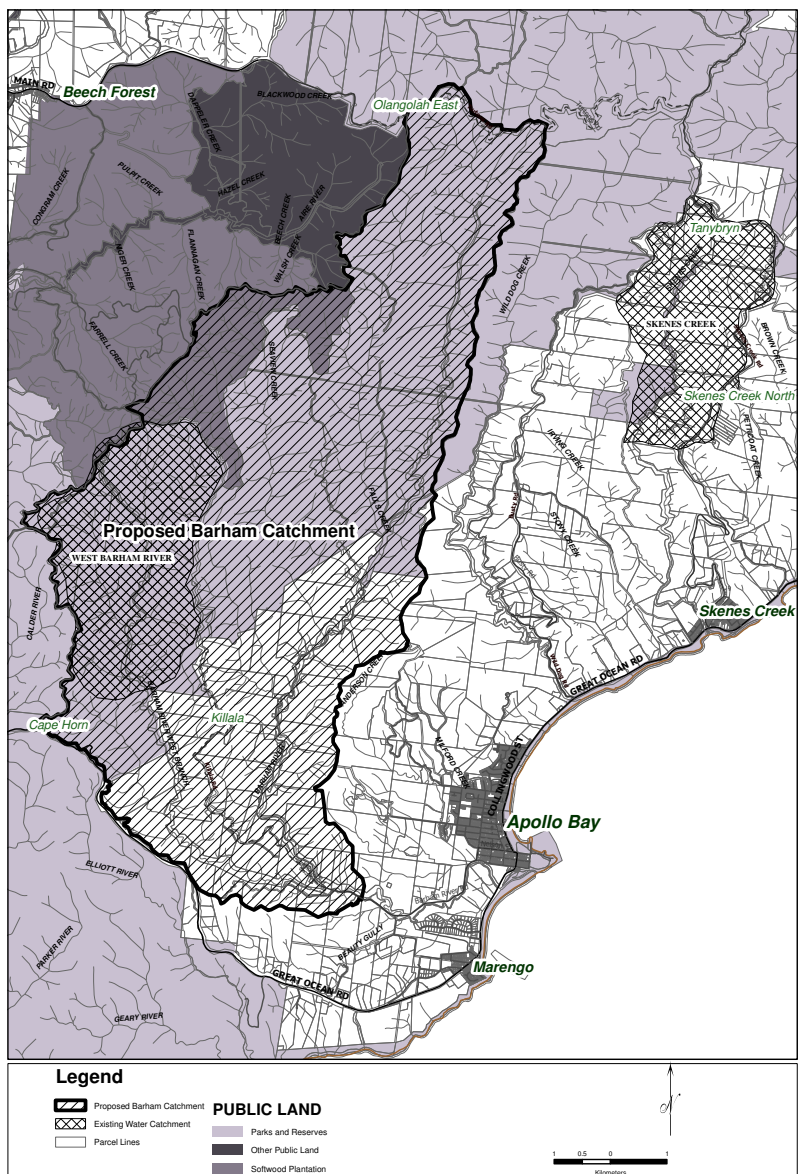
Catchment and Land Protection Act 1994

REVOCATION OF WATER SUPPLY CATCHMENTS AND DECLARATION OF THE BARHAM RIVER SPECIAL WATER SUPPLY CATCHMENT AREA

Order in Council

The Governor in Council, under section 27(6) of the **Catchment and Land Protection Act 1994** revokes the West Barham River Water Supply Catchment (Victoria Government Gazette No. 117, 2 December 1981) and the Skenes Creek Water Supply Catchment (Victoria Government Gazette No. 3, 7 January 1981).

The Governor in Council, under section 27(6) of the **Catchment and Land Protection Act 1994** declares the Barham River Special Water Supply Catchment Area as indicated by the heavy black line on the map contained in the attached schedule.



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

Dated 2 June 2009

Responsible Minister

GAVIN JENNINGS

Minister for Environment and Climate Change

TOBY HALLIGAN
Clerk of the Executive Council

ORDER IN COUNCIL

The Governor in Council under section 11(1) of the **Health Services Act 1988** ('the Act') declares that section 65U(2) of the Act does not have effect in relation to Heather Lynne McLennan, a director and chairperson to the board of Ballarat Health Services, from 1 November 2009 to 30 June 2011 (both dates inclusive).

This Order is effective from the day on which it is Gazetted.

Dated 2 June 2009

Responsible Minister:

HON DANIEL ANDREWS MP

Minister for Health

TOBY HALLIGAN
Clerk of the Executive Council

LATE NOTICES**BENALLA RURAL CITY COUNCIL**

Community Local Law 2009

Notice is hereby given pursuant to section 119(2) of the **Local Government Act 1989** that the Benalla Rural City Council, at its meeting held on 27 May 2009, resolved to give notice of its intention to make a new local law: Community Local Law 2009.

The purpose of the local law is to provide peace, order and good governance of the municipality in a safe and healthy environment so that the community can enjoy a quality of life that meets its expectations.

A copy of the local law is available from Council's website www.benalla.vic.gov.au and the Benalla Civic Centre, Fawckner Drive, Benalla, Monday to Friday, 8.30 am to 5.00 pm.

Any person affected by the proposed local law may make a submission in writing before 5.00 pm, Friday 3 July 2009, in accordance with section 223 of the **Local Government Act 1989**.

Submissions should be addressed to the Chief Executive Officer and will be considered in accordance with section 223 of the Act.

Any person lodging a written submission may request to be heard in support of their submission and shall be entitled to appear in person, or by a person acting on their behalf, before a meeting of Council. Persons lodging a written submission should state whether they wish to be heard by Council.

TONY McILROY
Chief Executive Officer

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

Notice is hereby given under Section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from Information Victoria, 505 Little Collins Street, Melbourne on the date specified:

57. *Statutory Rule:* State Superannuation (Revised Scheme Medical Classifications) Regulations 2009
Authorising Act: State Superannuation Act 1988
Date first obtainable: 4 June 2009
Code A
58. *Statutory Rule:* Subordinate Legislation (Transport Accident (Impairment) Regulations 1999 - Extension of Operation) Regulations 2009
Authorising Act: Subordinate Legislation Act 1994
Date first obtainable: 4 June 2009
Code A
59. *Statutory Rule:* Rail Safety (Amendment) Regulations 2009
Authorising Act: Rail Safety Act 2006
Date first obtainable: 4 June 2009
Code A
60. *Statutory Rule:* Supreme Court (Chapter I Amendment No. 14) Rules 2009
Authorising Act: Supreme Court Act 1986
Date first obtainable: 4 June 2009
Code B

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