



Victoria Government Gazette

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GENERAL

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The last Special Gazette was No. 223 dated 6 July 2011.

The last Periodical Gazette was No. 1 dated 16 June 2011.

How To Submit Copy

- See our webpage www.gazette.vic.gov.au
 - or contact our office on 8523 4601 between 8.30 am and 5.30 pm Monday to Friday
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Copies of recent Special Gazettes can now be viewed at the following display cabinet:

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

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JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

Re: MARGARET LILLIAN PEDDINGTON, late of 9–17 Broughton Road, Surrey Hills, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 April 2011, are required by the trustee, Anne Elizabeth Peddington, 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 she has notice.

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

MONICA AGNES WILSON, late of Adare, 1405 High Street Road, Wantirna South, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the abovenamed deceased, who died on 3 March 2011, are required by the trustee, Paul Morris Natoli, to send particulars of their claim 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 he will convey or distribute the assets, having regard only to the claims of which he then has notice.

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

EVELYN GREEN, late of 68 Barry Street, Reservoir, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 November 2010, are required by the executor, Anthony William Green, care of Arthur J. Dines & Co., solicitors, Suite 10, Level 1, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to him, by 9 September 2011, after which date the executor may convey or distribute the assets, having regard only to claims of which he has notice.

Dated 29 June 2011

ARTHUR J. DINES & CO., solicitors,
Suite 10, Level 1,
2 Enterprise Drive, Bundoora 3083.

RADE JOVETIC, late of 57 Newton Street, Reservoir, in the State of Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 December 2010, are required by the executrix, Milica Ivancevic, also known as Mitzi Ivancevic, care of the Arthur J. Dines & Co., solicitors, Suite 10, Level 1, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to her, by 8 September 2011, after which date the executrix may convey or distribute the assets, having regard only to the claims of which she has notice.

Dated 25 June 2011

ARTHUR J. DINES & CO., solicitors,
Suite 10, Level 1,
2 Enterprise Drive, Bundoora 3083.

DRAGICA TANEVSKI (in the Will called Draga Tanevska), late of 43 Queen Street, Lalor, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 January 2011, are required by the executrices, Mary Jaman and Finka Petrovska, care of Arthur J. Dines & Co., solicitors, Suite 10, Level 1, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to them, by 9 September 2011, after which date the executrices may convey or distribute the assets, having regard only to claims of which they have notice.

Dated 29 June 2011

ARTHUR J. DINES & CO., solicitors,
Suite 10, Level 1,
2 Enterprise Drive, Bundoora 3083.

Re: SUE-ANNE MARY GARNER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 January 2010, are required by the trustee, Janine Margaret Garner, to send particulars to them, care of the undermentioned solicitors, by 10 September 2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

BASILE PINO & CO., solicitors,
213 Campbell Street, Swan Hill, Vic. 3585.

Re: HILDA CLARE RALPH, late of the Elly-Kay Centre, 45-51 Elliott Street, Mordialloc, Victoria, retiree, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of the deceased, who died on 9 January 2011, are required by the trustees, Jonathan Charles Furey and Annita Elizabeth Furey, to send particulars of their claims to the trustees, care of the undermentioned legal practitioners, by 16 September 2011, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

BRENDAN HOLLAND &
MICHAEL CAHIR, legal practitioners,
130 Balcombe Road, Mentone 3194.

Re: PAUL RASHOO, late of 17 Roycroft Road, Roxburgh Park, Victoria, welder, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 August 2010, are required by the trustee, Polin Al Rashoo, to send particulars to the trustee, care of the undermentioned solicitors, within sixty days from the publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

DE MARCO LAWYERS, solicitors,
794A Pascoe Vale Road, Glenroy 3046.

Re: ILANA BURDMAN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of ILANA BURDMAN, late of 1F Tovan Akas Avenue, Bentleigh, Victoria, psychology nurse, deceased, who died on 22 March 2011, are required by the executor to send particulars of their claim to her, care of the undermentioned solicitors, by 20 December 2011, 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: MAURO MONTALTO, late of 229 McDonalds Road, Epping, Victoria, farmer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 September 2010, are required by Carmela Montalto, the executrix of the estate of the abovenamed deceased, to send particulars of their claims to her, care of the undermentioned solicitors, by 22 September 2011, after which date she will convey or distribute the assets, having regard only to the claims of which she then has notice.

FRANK J. SAGARIA & ASSOCIATES,
solicitors,
141 Union Road, Ascot Vale, Vic. 3032.

Re: JEAN MARGARET HOOPER, late of Advent Care, 21 Hoddle Street, Yarra Junction, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 June 2011, are required by the trustees, Alan Roy Hooper, Frederick James Hooper and Jennifer Anne Lay, to send particulars to them, care of the undersigned, by 7 September 2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

G. A. BLACK & CO., solicitors,
222 Maroondah Highway, Healesville 3777.

Re: PETER WELYKITSCHOLOWIK, late of Martin Luther Homes, 67 Mount View Road, The Basin, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 January 2011, are required by the trustee, Joan Elaine Barker, to send particulars to them, care of the undersigned, by 7 September 2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

G. A. BLACK & CO., solicitors,
222 Maroondah Highway, Healesville 3777.

Re: SADIE RAY, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 April 2011, are required by the trustee, Julie Whateley, to send particulars to her, care of the undersigned, by 8 September

2011, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

TONY VERNINI, late of 455 Centre Dandenong Road, Heatherton, market gardener, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 May 2011, are required by the trustees, care of Harris & Chambers Lawyers of 4/250 Charman Road, Cheltenham 3192, to send particulars to them, by Thursday 8 September 2011, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

HARRIS & CHAMBERS, lawyers,
4/250 Charman Road, Cheltenham 3192.

Re: HEATHER FLORENCE HARDY, deceased.

HEATHER FLORENCE HARDY, deceased, late of Uniting Aged Care, 15 Buffalo Crescent, Manor Lakes, retired data-entry clerk. Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 December 2010, are required by the trustees, Russell John Ball and Anton Clive John Henriksen, to send particulars to them, by 11 September 2011, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

JOHN W. BALL & SONS, lawyers,
Level 1, 543 Bridge Road, Richmond, Vic. 3121.

TREVOR JAMES KELLY, late of 64 Chesterville Road, Cheltenham, Victoria, retired antique carter, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 April 2011, are required by the executor, Janice Lorraine Batt, to send particulars to her, 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 she then has notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley, Vic. 3172.

Re: RUTH FRANCES McBREEN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 24 September 2006, are required by the trustees, John Martin McNamara and Claire Elizabeth McNamara, both care of Moores Legal, 9 Prospect Street, Box Hill, Victoria, to send particulars to the trustees by 9 September 2011, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

MOORES LEGAL, lawyers,
9 Prospect Street, Box Hill 3128.

LOVINA MARY MOLONEY, late of Goodwin Village, Camp Street, Donald, Victoria 3480, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 3 June 2010, are required by the executor, John Leslie Moloney, care of the undermentioned solicitors, to send particulars of their claims to him by 23 September 2011, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Re: CORAL DOROTHY BARBER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 November 2010, are required by the trustee, Rodney Warren Barber, to send particulars of such claims to the trustee, in care of the undermentioned lawyers, by 7 September 2011, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

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

Re: JACK SANGUINETTI, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 November 2010, are required by the trustees, John Philip Sanguinetti and Julie Beth

Sanguinetti, to send particulars of such claims to the trustees, in care of the undermentioned lawyers, by 7 September 2011, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

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

Re: EMIDIO LIPPIS, late of Unit 4, 15 Springfield Road, Boronia, Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 July 2010, are required by Joseph Lippis, the trustee of the estate of the deceased, to send particulars of their claims to him, care of the undermentioned lawyers, by 5 September 2011, by which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

Re: MEAGHAN LOUISE TEMPEST, also known as Meagan Louise Tempest, late of 26 Tennyson Street, Elwood, Victoria, student.

Creditors, next-of-kin and others having claims in respect of the deceased, who died on 11 November 2010, are required by the executors, Scott Thomson and Patricia Ciampa, to send particulars of such claims to the said executors, care of PO Box 247, Ormond 3204, by Wednesday 7 September 2011, after which date the executors will distribute the assets, having regard only to the claims of which they have notice.

CHRISTINA WHITTEN, late of Unit 4, 11 Mitchell Street, Cobram, Victoria 3644, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 8 April 2011, are required by the executors for grant of administration, Thelma Doreen Lee and Allana Mammone, care of Taylor & Whitty Pty Ltd, PO Box 92, Cobram, Victoria 3644, to send particulars of their claims to them by the 15 August 2011, after which date the executors may convey or distribute the assets and distribute the estate, having regard only to the claims of which they then have notice.

GWENDA MARGARET BROWN, late of 5 Macquarie Court, Shepparton, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 November 2010, are required to send particulars of their claims to the executor, Stephen Voce, care of the undermentioned solicitors, within 60 days from the date of publication of this advertisement, after which date the said executor will distribute the assets, having regard only to the claims of which he then has notice.

T. J. MULVANY & CO., lawyers,
Suite 5.01, Level 5, 45 William Street,
Melbourne 3000.

DOREEN MAY McCRUM, late of Lowe Street, Ararat, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 January 2011, are required by the executors, Stewart Rodney Grant, Alan Lesley Grant and Melvyn Ronald Grant, care of the undermentioned solicitors, to send particulars to them, by 5 September 2011, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

TIVEY & HOLLAND, solicitors,
97 Barkly Street, Ararat.

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

On Thursday 11 August 2011 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 Abe Konefka and Rachel Konefka of Unit 4, 755 Warrigal Road, Bentleigh East, joint proprietors of an estate in fee simple in the land described on Certificate of Title Volume 10555 Folio 080, upon which is erected a unit known as Unit 4, 755 Warrigal Road, Bentleigh East.

Registered Covenant No. 2087604 and Owners Corporation Plan No. PS438489V affect the said estate and interest.

Payment Terms – Cash / Eftpos (Debit Cards only / no Credit Cards) / bank cheque or solicitors trust account cheque.

Note: Must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

SW110003100

K. GRIFFIN
Sheriff's Office
Phone: (03) 9947 1539

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

To the highest bidder at the best price offered

On Thursday 11 August 2011 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 John Adicho of 166 Jukes Road, Fawkner, sole proprietor of an estate in fee simple in the land described in the following properties to be offered as one lot:

Property 1: Certificate of Title Volume 10314 Folio 436, upon which is erected a dwelling known as 32 Almands Avenue, Roxburgh Park.

Registered Mortgage No. AC304250T and Agreement section 173 **Planning and Environment Act 1987** No. U538291W affect the said estate and interest.

Property 2: Certificate of Title Volume 10729 Folio 262, which is vacant land known as 13 Ballarat Court, Craigieburn.

Registered Mortgage No. AC304245L and Covenant No. AC150140F affect the said estate and interest.

Payment Terms – Cash / Eftpos (Debit Cards only / no Credit Cards) / bank cheque or solicitors trust account cheque.

Note: Must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

CW090082242

K. GRIFFIN
Sheriff's Office
Phone: (03) 9947 1539

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

On Thursday 11 August 2011 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 Branislav (aka Brian) Poljakovic of 13 Reg Chalke Crescent, Cairnlea, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10575 Folio 217, upon which is erected a dwelling house known as 13 Reg Chalke Crescent, Cairnlea.

Registered Mortgage No. AC238131T, Mortgage No. AE316294M, Mortgage No. AE633284V, Caveat No. AG459479G, Caveat No. AG491244D, Caveat No. AG493323W, Caveat No. AH445995G, Caveat No. AG561094H, Caveat No. AG578401G, Caveat No. AG812105K, Caveat No. AH861247C and Covenant No. PS433006X affect the said estate and interest.

Payment Terms – Cash / Eftpos (Debit Cards only / no Credit Cards) / bank cheque or solicitors trust account cheque.

Note: Must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

SW100070533

K. GRIFFIN
Sheriff's Office
Phone: (03) 9947 1539

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

On Thursday 11 August 2011 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 Paul Manmina of 45 Rupert Street, Footscray, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 10549 Folio 816, upon which is erected a house known as 7 Levien Lane, Footscray.

Registered Mortgage No. AD697728H, Agreement section 173 **Planning and Environment Act 1987** W404975S and Owners Corporation 1 Plan No. PS420023V affect the said estate and interest.

Payment Terms – Cash / Eftpos (Debit Cards only / no Credit Cards) / bank cheque or solicitors trust account cheque.

Note: Must be paid in full at the fall of the hammer.

There are no exceptions to these arrangements.

CW110015477

K. GRIFFIN
Sheriff's Office
Phone: (03) 9947 1539

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

BULOKE SHIRE COUNCIL

Road Reserve Closure

Notice is hereby given that Council is considering a request from the Department of Sustainability and Environment to close and sell the part width of unnamed road reserve (Angle Road extension) abutting Crown Allotments 63 in the Parish of Wirimbirchip, Birchip.

Any objections must be lodged in writing to the Chief Executive Officer (PO Box 1, Wycheproof, Victoria 3527) by close of business 22 July 2011. Queries should be directed to Naga Sundararajah, Assets Engineer, on 1300 520 520.

WARWICK HEINE
Chief Executive Officer



GOLDEN PLAINS SHIRE

Local Law No. 1a-2011

Processes of Municipal Government

The purpose and general purport of the Local Law is to amend a clause of Local Law No. 1 – 2009 – Processes of Municipal Government.

A copy of Local Law No. 1a-2011 – Process of Municipal Government is available for inspection from 4 July to 5 August 2011 between 8.30 am and 5.00 pm at Council's Customer Service Centres: 2 Pope Street, Bannockburn and 68 Sussex Street, Linton; and on Council's website, www.goldenplains.vic.gov.au

Any person affected by the proposed Local Law may make a written submission in accordance with provisions of section 223 of the **Local Government Act 1989**. They may request to appear in person or be represented by another specified person to present a submission at the Council meeting on Tuesday 23 August 2011 at the Linton Customer Service Centre, Sussex Street, Linton. Submissions should be lodged no later than 5 August 2011 and forwarded to the Chief Executive Officer, PO Box 111, Bannockburn 3331. Any person requiring further information should contact Council's Corporate Services Director, Richard Trigg, on (03) 5220 7111.

ROD NICHOLLS
Chief Executive Officer



**GREATER
DANDENONG**
City of Opportunity

Public Notice

New Local Laws

Local Law No. 2 of 2011 – Municipal Amenity; Local Law No. 3 of 2011 – Road Management and Asset Protection; and Local Law No. 4 of 2011 – Municipal Places

At the Greater Dandenong City Council Ordinary Meeting held on 27 June 2011, Council, under section 119 of the **Local Government Act 1989**, resolved to adopt Local Laws No. 2, 3 and 4 as detailed above. Copies of the new local laws may be inspected at Council's Customer Service Centres or on Council's website, www.greaterdandenong.com.au

The general purports and purposes of the new Local Laws are as follows:

Local Law No. 2 of 2011 – Municipal Amenity (replacing Environmental)

The general purport of this Local Law is to prohibit, prevent and regulate all risks to the environment in Greater Dandenong. This includes risk to public land and resources, the health and safety of residents, the residential amenity of all areas and the environment in general.

The purpose of this Local Law is to:

1. prevent the presence of vermin and noxious weeds on land;
2. prevent land from becoming unsightly, overgrown, dilapidated or dangerous;
3. prevent the presence of graffiti on premises, buildings and other structures;
4. regulate the storage, assembly and dismantling of old or used motor vehicles, caravans, boats, shipping containers or machinery;
5. regulate the lighting of fires in incinerators and in the open air;
6. regulate the burning of materials;
7. regulate the use of barbecues;
8. regulate camping on private land, Council land and roads;

9. regulate the erection, establishment and occupation of temporary dwellings;
10. regulate the holding of circuses, carnivals, festivals and like events;
11. prevent drains on private land from becoming blocked or unsightly;
12. require certain vacant private land to be fenced;
13. prevent trade premises from becoming offensive, unsanitary or dangerous to health;
14. prevent the presence of European wasp nests on land;
15. prevent the emission of noise that creates a nuisance;
16. regulate building sites and the construction of permanent vehicle crossings; prevent building work from damaging Council infrastructure;
17. regulate the keeping of animals (including birds);
18. regulate the storage and keeping of trade waste;
19. regulate the disposal and collection of household refuse and garbage;
20. regulate the disposal and collection of recyclable material.
21. regulate the fencing of land on which livestock are grazed;
22. regulate and control the consumption of liquor and possession of liquor other than in a sealed container:
 - (a) on a road;
 - (b) in a public place;
 - (c) in or on a stationary vehicle; and
 - (d) on vacant private land; and
23. prevent behaviour which:
 - (a) constitutes or may constitute a nuisance;
 - (b) may be detrimental to health or safety; or
 - (c) affects the enjoyment of public and other places.

Local Law No. 3 of 2011 – Road Management and Asset Protection (replacing Road Management and Protection of Physical Assets)

The general purport of this Local Law is to regulate all aspects relating to roads in Greater Dandenong and ensure the safety of all road users in the municipality.

The purpose of this Local Law is to:

1. prevent accidents and damage by regulating the growing of vegetation on land;
2. provide for the naming of roads and display of property numbers;
3. prevent the leaving of shopping trolleys in public places;
4. regulate the placing of signs and goods on roads;
5. regulate street trading;
6. regulate street collecting;
7. regulate busking on roads and in public places;
8. regulate soliciting trade on roads and in public places;
9. regulate the use of toy vehicles;
10. regulate the establishment of outdoor eating facilities, including sale or consumption of alcohol;
11. regulate the repair of vehicles on roads;
12. prohibit the abandoning of vehicles;
13. regulate the operation and use of motorised vehicles;
14. secure the physical assets of Council;
15. provide for and regulate the construction of vehicle crossings; and
16. regulate other activities on roads.

Local Law No. 4 of 2011 – Municipal Places

The general purport of this Local Law is to monitor and regulate municipal places so that residents of, and visitors to, Greater Dandenong can enjoy a quality of life that meets the general expectations of the community.

The purpose of this Local Law is to:

1. promote a physical and social environment free from hazards to health, in which the residents of the municipal district can enjoy a quality of life that meets the general expectations of the community;
2. prevent and suppress nuisances which may adversely affect the enjoyment of life within the municipal district or the health, safety and welfare of persons within the municipal district;
3. prohibit, regulate and control activities which may be dangerous or unsafe or detrimental to the quality of life and the environment of the municipal district;
4. prohibit, regulate and control access to and behaviour in Municipal Places; and
5. regulate and control the use of Municipal Swimming Pools, Municipal Buildings and reserves.

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

Notice of Preparation of Amendment

Amendment C78

Authorisation A01774

The Bass Coast Shire Council has prepared Amendment C78 to the Bass Coast Planning Scheme.

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

The land affected by the Amendment is land in Almurta surrounding Candowie Reservoir.

The Amendment proposes to make a number of changes to the Bass Coast Planning Scheme, in order to facilitate a Water Supply project being undertaken by Westernport Water. Details of the Amendment have been included in the Amendment documentation.

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, Bass Coast Shire Council Civic Centre, 76 McBride Avenue, Wonthaggi; Bass Coast Shire Council Customer Service Centre, 91–97 Thompson Avenue, Cowes; Grantville Transaction Centre, 405–1410 Bass Highway, Grantville; at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection; or at the Bass Coast Shire website, <http://www.basscoast.vic.gov.au>

Any person who may be affected by the Amendment may make a submission to the planning authority. The closing date for submissions is 8 August 2011. Submissions must be sent to Strategic Planning Admin., Bass Coast Shire Council, PO Box 118, Wonthaggi, Victoria 3995.

MARTIN GILL

Development Services Manager

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

Notice of Preparation of Amendment

Amendment C204

Authorisation A01924

The Greater Geelong City Council has prepared Amendment C204 to the Greater Geelong Planning Scheme.

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

The land affected by the Amendment is 339 and 343–347 Pakington Street and 1 Mervyn Street, Newtown.

The Amendment proposes to rezone the land from Residential 1 to Business 1 and delete DDO14. The Amendment is combined with a planning permit application 673/2009 for a retail and commercial development.

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, Greater Geelong City Council, Myers Street Customer Service Centre, Ground Floor, 131 Myers Street, Geelong, 8.00 am to 5.00 pm

weekdays; 'Have a Say' section of the City's website, www.geelongaustralia.com.au/council/yoursay; or 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 8 August 2011.

A submission must be in writing and must be sent to The Coordinator, Strategic Implementation Unit, City of Greater Geelong, PO Box 104, Geelong, Victoria 3220; or by email to strategicplanning@geelongcity.vic.gov.au

PETER SMITH
Coordinator Strategic Implementation

Please be aware that all submissions received will be made publicly available for consideration as part of the planning process. Submissions can be viewed at City of Greater Geelong, Ground Floor, 131 Myers Street, Geelong until the end of two months after the amendment comes into operation or lapses. Anonymous submissions will not be considered.



Mildura Rural City Council

Planning and Environment Act 1987

MILDURA PLANNING SCHEME

Notice of Preparation of Amendment

Notice of Preparation of Permit Application

Amendment C63

Application 005.2009.00000493.001

Authorisation A01874

The Mildura Rural City Council has prepared Amendment C63 to the Mildura Planning Scheme.

The Amendment has been requested by Lascorp Development Group Pty Ltd.

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

The land affected by the Amendment is known as 782–790 Sandilong Avenue, Irymple, which is made up of:

- Lot 2 on land in Plan of Subdivision 213962R, described in Certificate of Title Volume 09854 Folio 691; and
- Lot 1 on Title Plan 514879V, described in Certificate of Title Volume 08776 Folio 785.

A planning permit application has also been lodged which is to be considered together with the Amendment under the combined permit and Amendment process in accordance with section 96A of the **Planning and Environment Act 1987**.

The Amendment proposes to rezone the subject land from the Business 4 Zone to the Business 1 Zone.

The permit application proposes the buildings and works associated with the development of the site for retail purposes, including car parking and access to Road Zone Category 1.

You may inspect the Amendment, the application, any documents that support the Amendment and application, and the explanatory report about the Amendment, free of charge, at the following locations: during office hours at the office of the planning authority, Mildura Rural City Council, Development Services Department, 108–116 Madden Avenue, Mildura; Mildura Rural City Council Library, Irymple, Fifteenth Street; Mildura Rural City Council website, www.mildura.vic.gov.au/planning; or 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. Submissions must be made in writing, giving the submitter's name and contact address, clearly stating the grounds on which the Amendment is supported or opposed and indicating what changes (if any) the submitter wishes to make.

Name and contact details of submitters are required for Council to consider submissions and to notify such persons of the opportunity to attend Council meetings and any public hearing held to consider submissions. In accordance with the **Planning and Environment Act 1987**, Council must make available for inspection a copy of any submission made.

The closing date for submissions is Monday 8 August 2011.

A submission must be sent to Mr Peter Douglas, Coordinator Strategic Planning, Mildura Rural City Council, PO Box 105, Mildura, Victoria 3502.

MARK HENDERSON
Chief Executive Officer

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, of 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 12 September 2011, 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.

DOOLEY, Leonard George, late of Bonbeach Aged Care (ACSAG), 440 Station Street, Bonbeach, Victoria 3196, deceased, who died on 20 April 2011.

GOLDSWORTHY, Charlotte Joyce, late of Karana Community, 55 Walpole Street, Kew, Victoria 3101, pensioner, deceased, who died on 11 April 2011.

GOUGH, Noel Francis, late of 164 Barkly Street, Brunswick, Victoria 3056, pensioner, deceased, who died on 3 April 2011.

HANSEN, Kaare, late of 1 Omama Road, Murrumbeena, Victoria 3163, gentleman, deceased, who died on 20 April 2011.

HEITSCH, Doryl Glenys Kaye, late of Unit 3, 35 Wickham Street, Melton South, Victoria 3338, biscuit packer, deceased, who died on 25 February 2011.

MANIOWSZCZAK, Wladyslaw, late of Doutta Galla Footscray, 2/48 Geelong Road, Footscray, Victoria 3011, labourer, deceased, who died on 18 November 2010.

TAYLOR, Jillian Bell, late of 16 Fawkner Street, Essendon, Victoria 3040, nurse, deceased, who died on 21 October 2010.

WHITE, Claire, late of Mercy Health & Aged Care Shepparton, 351-359 Archer Street, Shepparton, Victoria 3630, deceased, who died on 21 May 2011.

Dated 4 July 2010

ROD SKILBECK
Manager
Client 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, of 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 6 September 2011, 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.

BRYANT, Ronald Raymond, late of 10 Max Court, Noble Park, Victoria 3174, retired, deceased, who died on 6 April 2011.

HOOTON, Catherine Charlotte, late of Sutton Park Assisted Aged Care, corner of Exford and Bridge Roads, Melton South, Victoria 3338, retired, deceased, who died on 27 March 2011.

MATHEWS, William Alan, late of 4 Keldale Court, Noble Park, Victoria 3174, retired, deceased, who died on 20 January 2011.

MIELENHAUSEN, Hermann Wilhelm, also known as Hermann Mielenhausen, late of Unit 5, 250 Gordon Street, Footscray, Victoria 3011, deceased, who died on 26 January 2011.

SANSOM, Alexander James, late of George Vowell Care Facility, corner of Cobb Road and Nepean Highway, Mount Eliza, Victoria 3930, pensioner, deceased, who died on 14 December 2010.

Dated 28 June 2011

ROD SKILBECK
Manager
Client Services

EXEMPTION

Application No. A157/2011

The Victorian Civil and Administrative Tribunal has considered an application, pursuant to section 83 of the **Equal Opportunity Act 1995** (the Act) by Gordon Institute of TAFE (the applicant). The application for exemption is to enable the applicant to advertise for and employ only an Aboriginal or Torres Strait Islander person in the role of Indigenous Liaison Officer (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Rodney Brown, 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 engage in the exempt conduct.

In granting this exemption the Tribunal noted that:

- The applicant organisation has a Koorie Education Unit and the role of the Indigenous Liaison Officer will include the day-to-day management of the administration of that unit; collaboration within the applicant organisation to implement Government policies and directions relevant to Indigenous education; planning and implementing specific Indigenous education programs; providing advice and support to Indigenous students and staff; and liaising with the local Indigenous community and other relevant bodies in relation to these matters.
- The applicant believes that the position holder ought to be an Aboriginal or Torres Strait Islander person as he or she will better understand the barriers and issues facing Indigenous students, be better able to build trust with the local Indigenous community and because such an appointment would be consistent with State Government and Public Service Aboriginal employment strategies.
- The Tribunal has granted the applicant an exemption in relation to advertising, employing and providing educational services to Koorie students (A28/2010). This exemption is consistent with the purpose and aims of that exemption.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equal and effective protection against discrimination of non-Aboriginal or Torres Strait Islander persons who would wish to be employed in the Indigenous Liaison Officer role. I am satisfied that the exemption is a measure taken for the purpose of assisting or advancing Aboriginal and Torres Strait Islander people who are disadvantaged and so it does not amount to discrimination under the Charter. In any event, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

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

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 6 July 2014.

Dated 29 June 2011

A. DEA
Member

EXEMPTION

Application No. 158/2011

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 83 of the **Equal Opportunity Act 1995** (the Act) by First Nations Foundation (the applicant). The application for exemption is to enable the applicant to advertise for and employ only an Aboriginal or Torres Strait Islander person in the role of My Moola Training Coordinator (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavit of Keith Clarke, 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 engage in the exempt conduct.

In granting this exemption the Tribunal noted:

- The applicant organisation was established in 2006 to address issues relating to financial inclusion for all Aboriginal and Torres Strait Islander Australians. In 1999 the First Nations Credit Union was established to provide Aboriginal and Torres Strait Islander people with access to culturally appropriate financial products and services.

- The applicant has received funding to run My Moola programs. Those programs are designed to build confidence and knowledge at an individual, family and community level to allow Aboriginal and Torres Strait Islander people to use the financial system to achieve their own life aspirations. The funding will allow the programs to be expanded and for the applicant to work in partnership with Rio Tinto Aboriginal Fund; the Department of Families, Housing, Community Services and Indigenous Affairs; and the Department of Education, Employment and Workplace Relations to trial and evaluate the program.
- The role of the My Moola Training Coordinator will be to coordinate and lead the delivery of the My Moola facilitator training to local program partners and to a range of Aboriginal and Torres Strait Islander groups; to lead the adaptation of the program and materials to meet the needs of a wide range of Aboriginal and Torres Strait Islander communities and to provide ongoing support to local partner organisations. It is appropriate that the holder of this role be an Aboriginal or Torres Strait Islander person so as to ensure that he or she can communicate effectively and sensitively with Aboriginal and Torres Strait Islander people involved with the program.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the **Charter of Human Rights and Responsibilities Act 2006** (Charter). Arguably, this exemption limits the right to equal and effective protection against discrimination of non-Aboriginal or Torres Strait Islander persons who would wish to be employed in the My Moola Training Coordinator role. I am satisfied that the exemption is a measure taken for the purpose of assisting or advancing Aboriginal and Torres Strait Islander people who are disadvantaged and so it does not amount to discrimination under the Charter. In any event, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

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

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 8 July 2014.

Dated 29 June 2011

A. DEA
Member

Associations Incorporation Act 1981

SUB-SECTION 36E(5)

Notice is hereby given that the incorporation of the associations mentioned below is cancelled in accordance with section 36E(5) of the **Associations Incorporation Act 1981**.

Murray Valley Rural Industry Assistance Group Inc.

Dated 7 July 2011

DAVID BETTS
Deputy Registrar of
Incorporated Associations
PO Box 4567
Melbourne Victoria 3001

Building Act 1993

BUILDING REGULATIONS 2006

Notice of Accreditation

Pursuant to Part 14 of the Building Regulations 2006, a Certificate of Accreditation (Number V11/03) has been issued to Practica Unitex Pty Ltd, 22 Park Drive, Dandenong, Victoria 3175, by the Building Commission for the Unitex Base Board System – non-cavity.

The Building Regulations Advisory Committee appointed under Division 4 of Part 12 of the **Building Act 1993**, after examination of an application for the accreditation of Unitex Base Board System – non-cavity as suitable for use as a wall-cladding system in Class 1 to 10 buildings, has determined that Unitex Base Board System – non-cavity complies with the following Performance Requirements:

Volume One BP1.1, BP1.2, FP1.4 and Volume Two P2.1, P2.2.2 of the National Construction Code, as adopted by the Building Regulations 2006, to the extent that those clauses refer to the structural stability, resistance to wind action and rainwater action, and weatherproofing of the system.

Conditions for use are provided on the Certificate.

STEVEN HUMPHRIES
Secretary
Building Regulations
Advisory Committee

**Bus Safety Act 2009 (Vic.)**

APPROVAL UNDER SECTION 26(3)

I, Stephen Turner, as delegate of the Director, Transport Safety, in exercise of the powers vested in me under section 26(3) of the **Bus Safety Act 2009** (Vic.), hereby approve the following training course for the purposes of the **Bus Safety Act 2009** (Vic.):

Safety Management Course for Bus Operators offered by the Institute of Transport Studies, Monash University, Victoria:

- Subject 5101: Introduction to bus safety
- Subject 5102: Safety risk management for bus operations.

This notice hereby replaces any previous notices of approval of training courses under section 26(3) of the **Bus Safety Act 2009** (Vic.).

Dated 28 June 2011

STEPHEN TURNER
Delegate of the
Director, Transport Safety
Director, Bus Safety

Food Act 1984

REGISTRATION OF A FOOD SAFETY PROGRAM TEMPLATE

I, Pauline Ireland, as delegate of the Secretary to the Department of Health, under section 19DB of the **Food Act 1984** (the Act) –

1. state that the template entitled 'Bakers Delight Food Safety Program Version 3' (the template) is registered for use; and
2. specify that this template is suitable for use by food businesses trading as Bakers Delight carried out at, on or from class 2 food premises.

In this instrument –

'class 2 food premises' means food premises declared to be class 2 food premises under section 19C of the Act.

This instrument takes effect on the date it is published in the Government Gazette.

Dated 19 May 2011

PAULINE IRELAND
Assistant Director
Food Safety and Regulation
Department of Health

Food Act 1984REVOCATION OF REGISTRATION OF A
FOOD SAFETY PROGRAM TEMPLATE

I, Pauline Ireland, as delegate of the Secretary to the Department of Health –

- (a) noting that the ‘Bakers Delight Product Safety & Quality Program Template’ was registered under section 19DB of the **Food Act 1984** (the Act) in a notice published in the Government Gazette on 5 December 2002
- (b) revoke the registration of that food safety program template under section 19DB of the Act.

This revocation takes effect on the date this notice is published in the Government Gazette.

Dated 19 May 2011

PAULINE IRELAND
Assistant Director
Food Safety and Regulation
Department of Health

Energy and Resources, hereby exempt all that Crown land situated within the boundaries of exploration application 5368 from being subject to an exploration licence and a mining licence.

Dated 1 July 2011

DAVID BOOTHROYD
Manager Earth Resources Tenements
Earth Resources Regulation Branch

Water Act 1989NORTH EAST REGION WATER
CORPORATION
(NORTH EAST WATER)

Proposed Lease to North East Region Water Corporation CA 11A, Sec. D,
Parish of Bright at Churchill Avenue, Bright

Notice is hereby given that North East Region Water Corporation has applied for a lease pursuant to section 134 of the **Land Act 1958** for term of 21 years in respect of Crown Allotment 11A, Sec. D, Parish of Bright for the purposes of ‘a depot site’.

File Ref: 1104756 Wodonga

Mineral Resources**(Sustainable Development) Act 1990**

DEPARTMENT OF PRIMARY INDUSTRIES

Exemption of Land from an Exploration
or Mining Licence

I, David Boothroyd, Manager Earth Resources Tenements, pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** and under delegation from the Minister for Energy and Resources, hereby exempt all that Crown land situated within the boundaries of exploration application 5367 from being subject to an exploration licence and a mining licence.

Dated 4 July 2011

DAVID BOOTHROYD
Manager Earth Resources Tenements
Earth Resources Regulation Branch

Glenelg Hopkins



C M A

Water Act 1989VARIATION OF DECLARED
FLOOD LEVELS

Pursuant to section 203 of the **Water Act 1989**, notice is hereby given that the Glenelg Hopkins CMA intends to vary existing declared flood levels for reaches of the Moyne River as shown on Plan Nos. 2007–001–001 and 2007–001–002, and declare new flood levels for reaches of the Moyne River, Reedy Creek and Murray Brook as shown on Plan Nos. 2011–008–001, 2011–008–002, 2011–008–003, and 2011–008–004. These flood levels will be used for planning and building purposes in and around Port Fairy and are based on the Glenelg Hopkins CMA’s best estimate of a flood event, which has a probability of occurrence of 1% in any one year, including the likely impact of a 0.8 metre rise in mean sea level and changed storm surge and tidal conditions by the year 2100.

The flood level plans are available for inspection at the Moyne Shire Council office (Princes Street, Port Fairy) and the offices of the Glenelg Hopkins CMA at 241 Lava Street, Warrnambool, and 79 French Street, Hamilton.

Mineral Resources**(Sustainable Development) Act 1990**

DEPARTMENT OF PRIMARY INDUSTRIES

Exemption of Land from an Exploration
or Mining Licence

I, David Boothroyd, Manager Earth Resources Tenements, pursuant to section 7 of the **Mineral Resources (Sustainable Development) Act 1990** and under delegation from the Minister for

Prior to declaring flood levels for the Moyne River in Port Fairy, Glenelg Hopkins CMA is seeking submissions from any person within six weeks from the date of this notice.

Written submissions should be marked 'Declaration Submission' and be addressed to the Chief Executive Officer, Glenelg Hopkins CMA, 79 French Street, Hamilton 3300. Interested persons may visit the Authority's website (www.glcma.vic.gov.au) for further information or contact Johanna Theilemann on (03) 5571 2526 prior to the closing date for submissions.

Conservation, Forests and Lands Act 1987

NOTICE OF MAKING OF A LAND MANAGEMENT CO-OPERATIVE AGREEMENT

Notice is given under section 80 of the **Conservation, Forests and Lands Act 1987** that a Land Management Co-operative Agreement has been entered into by the Secretary to the Department of Sustainability and Environment with the following landowners.

A copy of the Agreement is available for public inspection between the hours of 9.00 am and 5.00 pm at Biodiversity and Ecosystem Services Branch, Department of Sustainability and Environment, Level 2, 8 Nicholson Street, East Melbourne 3002 and at the relevant regional Department of Sustainability and Environment office.

Registered Proprietor	Site Location	Title Details – Volume/Folio	Dealing No. of Agreement
Ballarat Office 402-406 Mair Street, Ballarat 3350			
Paul David Dettmann	Crown Allotment 59 Section A, Parish of Monea North	09121/640	AH890081W
Paul David Dettmann	Crown Allotment 59 Section A, Parish of Monea North	09121/640	AH993476X
Bendigo Office Corner Midland Highway and Taylor Street, Bendigo 3351			
Greater Bendigo City Council	Lots 1, 2, 3E and 3F on Title Plan 487135T, Parish of Huntly	4887/398	AH875053N

Dated 7 July 2011

GREG WILSON
Secretary
Department of Sustainability
and Environment

Electricity Industry Act 2000

AGL HYDRO PARTNERSHIP
(ABN 86 076 691 481)

Notice of Variation of an Electricity Generation Licence

The Essential Services Commission gives notice under section 30 of the **Electricity Industry Act 2000** (EI Act) that at its meeting of 29 June 2011, pursuant to section 29 of the EI Act, it varied the licence of AGL Hydro Partnership (ABN 86 076 691 481) to generate electricity in Victoria by including the Oaklands Hill Wind Farm in the definition of licensed power stations.

A copy of the licence is available on the Commission's website located at <http://www.esc.vic.gov.au> or a copy can be obtained by contacting the Commission's reception on (03) 9651 0222.

Dated 29 June 2011

DR RON BEN-DAVID
Chairperson

Electricity Industry Act 2000**Premium Feed-In Agreement for Solar Energy Facilities**

This Agreement applies to the person or persons named in the Schedule which means:

- (a) Victorian electricity customers with a Solar Energy Facility of no more than 5kW in rated capacity at their principal place of residence; and
- (b) Victorian electricity customers with a Solar Energy Facility located at a property which the customer:
 - (i) occupies as a non-residential customer; and
 - (ii) consumes 100 MWh or less of electricity per year at the Connection Point (excluding electricity from the Solar Energy Facility).

Recitals

- A. Origin sells electricity to the Customer in Victoria under the terms and conditions of an existing electricity sale agreement (the '**Sale Agreement**'). From the Start Date the sale of electricity will be governed by the terms and conditions of the Sale Agreement and this Agreement (and any agreement between the parties which replaces either agreement from time to time).
- B. The Customer has a Unit which is a Solar Energy Facility and satisfies the eligibility criteria set out in the Applicable Regulations including that its rated capacity not exceed 5 kW.
- C. Origin offers to purchase from the Customer the Export Electricity on the terms and conditions of this Agreement.
- D. This Agreement constitutes the terms and conditions on which Origin purchases from the Customer, and the Customer sells to Origin, the Export Electricity.

1. INTERPRETATION**1.1 Definitions**

The following definitions apply in this Agreement.

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

Additional Export Energy Credit means an amount (if any) per kWh determined by Origin from time to time which:

- (a) is in addition to the Export Energy Credit that Origin pays the Customer;
- (b) is set out in the Schedule as at the date of the Agreement;
- (c) may be varied by Origin from time to time in accordance with this Agreement.

Agreement means this Feed-In Agreement (including the Schedule) as varied in accordance with clauses 19.1 and 22.

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

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

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

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

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

Connection Point means where the Distributor's distribution system connects to the Supply Address.

Credit Balance Limit means as specified in the Schedule and amended by Origin under clause 9.14.

Customer means the person so described in the Schedule.

Customer Inverter Grid Connection means an inverter which changes the Export Electricity from DC power to AC power.

Distributor is the distributor specified in the Schedule.

End Date means the date specified in the Schedule or, if no date is specified in the Schedule, the Scheme End Date.

Energy Retail Code means the Code of that name published by the Essential Services Commission (Victoria) from time to time.

Environmental Rights has the meaning given in clause 6.1.

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

Export Energy Credit means the price at which Origin is acquiring the Export Electricity which:

- (a) as at the date of the Agreement is as set out in the Schedule but will be published by Origin under section 40FF of the Act from time to time; and
- (b) is not indexed to any measure of consumer prices or other index.

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

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

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

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

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

Metering Data means data produced by the Metering Equipment.

National Electricity Rules means the rules made and amended under the National Electricity Law which applies in Victoria under the **National Electricity (Victoria) Act 2005** (Vic.).

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

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

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

Small-scale Technology Certificates or STCs have the meaning given under the **Renewable Energy (Electricity) Act 2000** (Cth) and the Renewable Energy (Electricity) Regulations 2001 (Cth).

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

Sale Agreement has the meaning in recital A.

Scheme End Date is the date that is the fifteenth anniversary of the Scheme Start Date.

Scheme Start Date means 1 November 2009.

Solar Energy Facility means a 'Qualifying Solar Energy Generating Facility' under the Act.

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

Supply Address means as specified in the Schedule.

Unit means the solar energy generating facility described in the Schedule connected to a Connection Point with a metered supply point, and includes any ancillary electrical equipment.

1.2 Rules for interpreting this document

A reference to:

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

1.3 Multiple parties

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

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

1.4 Sale Agreement

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

2. THE COMMENCEMENT OF THE AGREEMENT

2.1 This Agreement will commence when:

- (a) the Customer has applied to Origin to take up its offer to enter into this Agreement;
- (b) the Schedule has been completed and signed by the Customer and received by Origin;

- (c) the Customer has provided to Origin either a copy of a Certificate of Electrical Safety or an executed Network Connection Agreement which demonstrates that the Customer Inverter Grid Connection has been installed with the consent of the Distributor;
 - (d) the Unit is connected to the Distributor's distribution system and metered in accordance with clause 3.4; and
 - (e) the Distributor has advised Origin that the Customer's NMI has been assigned the relevant network tariff code applying to Solar Energy Facility.
- 2.2 The Customer acknowledges that by executing this Agreement it is giving its explicit informed consent to the commencement of the Agreement.

3. CONNECTING THE UNIT

- 3.1 If the Customer applies to Origin for connection at the Supply Address, Origin will make a request to the Distributor to connect the Unit as soon as practicable to the Distributor's distribution system. Origin must make the request to the Distributor by no later than the next Business Day after Origin receives from the Customer all documentation required under the **Electricity Safety Act 1998** (Vic.) and all documentation reasonably required by Origin or the Distributor, including:
- (a) acceptable identification;
 - (b) contact details; and
 - (c) if the request relates to a rental property, contact details for the property owner or owner's agent.
- 3.2 The Customer must reimburse Origin for all reasonable costs incurred by Origin in relation to the request made to the Distributor under clause 3.1. Origin may issue a bill to the Customer in respect of these costs in accordance with clause 4.
- 3.3 The Customer acknowledges that a request to connect the Unit to the Distributor's distribution system (at the request of the Customer, Origin or by the Distributor), may result in a change to the Customer's current network tariff. The change in the network tariff may result in a variation to the charges the Customer pays under the Sale Agreement. The variation will be notified to the Customer by no later than the first bill issued under the Sale Agreement following the change taking effect.
- 3.4 The Customer acknowledges that in order to export electricity generated by the Unit, the Distributor will require the installation of a bi-directional interval (solar capable) meter configured to meet the Distributor's requirements under the Scheme.
- 3.5 The Customer acknowledges that the installation of the bi-directional interval meter by the Distributor will result in:
- (a) if the Customer's Distributor is Powercor, the Customer no longer being eligible for the 'Climate Saver' tariff;
 - (b) if the Customer's Distributor is Powercor, CitiPower, SP AusNet, Jemena or United Energy, the Customer no longer being eligible for the tariffs for dedicated off peak electric hot water or slab heating;
 - (c) if the Customer's Distributor is Powercor, CitiPower, SP AusNet, Jemena or United Energy, the reassignment from a 'Peak' to 'Time of Use' tariff; and
 - (d) all consumption at the Supply Address being charged at either peak or off peak tariffs (in accordance with your Sale Agreement), depending on the time of day, which may result in a change to charges under the Sale Agreement. It is recommended that the Customer checks with Origin regarding the times of peak and off peak pricing.

4. THE ADDITIONAL COSTS

- 4.1** The Customer must pay the following costs as notified by Origin:
- (a) the cost of installing and maintaining any additional Metering Equipment or upgrades to existing Metering Equipment required by Origin or the Distributor under clause 7.1, including the costs of any site assessment;
 - (b) any applicable costs referred to in clause 3.1 and charges in clause 9; and
 - (c) the cost of any additional works required by Origin or the Distributor in relation to the Unit and its connection to the distribution system (including any augmentation required to the distribution system).
- 4.2** The Customer acknowledges that Origin has informed the Customer of the amount of the costs referred to in clause 4.1 (where applicable) prior to the date of this Agreement.
- 4.3** In addition to those costs referred to in clause 4.1, the Customer must pay all costs associated with the supply of Export Electricity which have not been identified as at the date of this Agreement as notified by Origin. These amounts will be charged to the Customer at cost.
- 4.4** If the Customer asks Origin to undertake any work in respect of the Unit, prior to undertaking that work, Origin will notify the Customer of the price. If the Customer agrees to that price, Origin will undertake the work and the Customer must pay Origin the relevant price.

5. THE SUPPLY OF EXPORT ELECTRICITY BY THE CUSTOMER

- 5.1** The Customer must supply Origin (or such other party as Origin may direct) with all Export Electricity at the Connection Point and:
- (a) at the Generator Supply Voltage;
 - (b) in accordance with the Quality Requirements; and
 - (c) in accordance with the terms of this Agreement.

6. STCS, GPRS AND ENVIRONMENTAL RIGHTS

- 6.1** Neither party has an obligation under this Agreement to acquire or sell any credits, permits, rights, instruments, accreditations or benefits (including the right to receive any benefit derived from such thing or matter) arising from:
- (a) the operation of the Unit, including such operation reducing greenhouse gas emission (including without limitation reducing greenhouse gas emission associated with the generation of electricity); or
 - (b) the generation of electricity from the Unit, including such generation being fuelled from a renewable source,
- including STCs and GPRs ('**Environmental Rights**').
- 6.2** Clause 6.1 does not limit the parties' rights to enter into a separate agreement for the acquisition and/or sale of Environmental Rights.

7. THE METERING REQUIREMENTS

- 7.1** The Customer must arrange (at its own cost) for the installation and maintenance of Metering Equipment for the Unit at the Supply Address that meets:
- (a) Origin's reasonable requirements;
 - (b) the Distributor's reasonable requirements; and
 - (c) the Applicable Regulations.
- 7.2** Subject to the Applicable Regulations, the Customer must make the Metering Data available to Origin and to any other person entitled to the Metering Data under the Applicable Regulations.
- 7.3** The parties acknowledge that the person responsible for the Metering Data will ensure that the Metering Data complies with the Applicable Regulations.

7.4 The Customer must at all times provide representatives (and the representatives' equipment) of Origin, the Distributor or the Responsible Person with safe, convenient and unhindered access to the Unit and the Metering Equipment at the Supply Address for the purpose of reading the Metering Equipment and for connection, disconnection, reconnection, maintenance and repair of the Unit and Metering Equipment. The representatives must carry official identification and produce that official identification on request by the Customer.

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

8. THE CUSTOMER'S OBLIGATIONS

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

8.2 The Customer must ensure that the Unit is installed, maintained and operated so as not to cause or be likely to cause any damage or loss to Origin or any third party, and only allow appropriately qualified people to perform work on the Unit.

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

8.4 The Customer warrants that:

- (a) the Unit is a Solar Energy Facility; and
- (b) the Customer is exempt from the requirement to hold a licence under the Act in respect of the generation, supply or sale of the Export Electricity.
- (c) if the Customer is:
 - (i) a residential customer, the Unit is located at a Supply Address that is the Customer's principal place of residence; or
 - (ii) a non-residential customer, the consumption of Import Electricity at the Supply Address from which Export Electricity is supplied from the Unit does not exceed 100 MWh per year at the Connection Point.

8.5 The Customer acknowledges that it will be in breach of this Agreement if the Unit ceases to be a Solar Energy Facility or if the Customer ceases to be exempt from the requirement to hold a licence in respect of the generation, supply or sale of the Export Electricity.

8.6 The Customer will notify Origin within 14 Business Days of any change to the generating capacity of the Unit installed at the Supply Address to an amount greater than 5 kilowatts.

8.7 The Customer acknowledges that:

- (a) it is only entitled to the Export Energy Credit or the Additional Export Energy Credit in relation to the Export Electricity;
- (b) it is not entitled to the Energy Export Credit or the Additional Energy Export Credit in respect of any electricity exported from other Solar Energy Facilities.

8.8 The Customer warrants that where multiple Solar Energy Facilities are installed at the Supply Address that these facilities are separately metered from the Unit.

8.9 If the Customer wishes to modify the specifications of the Unit, the Customer must inform Origin and the Distributor of such modifications prior to those modifications being made.

9. THE CHARGES

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

9.2 Origin must pay the Customer the Export Energy Credit for all Export Electricity supplied to Origin from the Unit in accordance with this Agreement between the Start Date and the date of termination of the Agreement.

- 9.3** Subject to clauses 9.4, Origin may pay the Customer an Additional Export Energy Credit for Export Electricity at Origin's complete discretion from time to time.
- 9.4** Origin may introduce, vary or withdraw an Additional Export Energy Credit at any time provided it notifies the Customer as soon as practicable of that change, and in any event no later than the Customer's next bill. The Customer gives its explicit informed consent to any such introduction, variation or withdrawal.
- 9.5** The Customer will pay Origin all amounts described under this Agreement as being payable by the Customer to Origin.
- 9.6** Subject to clause 9.9, the amount of Export Electricity supplied during a Billing Period will be measured in accordance with the Applicable Regulations.
- 9.7** The Customer is responsible for paying any charges imposed under the National Electricity Rules in respect of the generation and dispatch of the Export Electricity.
- 9.8** On request, Origin will provide the Customer with reasonable information on the Export Energy Credit and/or the Additional Export Energy Credit that Origin may offer to the Customer. The information must be given within 10 Business Days of the Customer's request and, if the Customer so requests, in writing.
- 9.9** If Origin is not able to reasonably or reliably determine the amount of Export Electricity supplied by the Customer in a Billing Period from reading the Metering Equipment, Origin is not required to pay the Customer for that Export Electricity until the Distributor estimates the Export Electricity in accordance with Applicable Regulations. To the maximum extent permitted by law, the Customer must not dispute the non-payment by Origin for the Export Electricity under any dispute resolution scheme where that non-payment is because the Distributor has not yet estimated the Export Electricity in accordance with Applicable Regulations.
- 9.10** Origin will issue a bill to the Customer at the Supply Address or at another address nominated by the Customer. The bill will set out:
- (a) the amount owed by Origin to the Customer in respect of the Export Electricity supplied during the relevant Billing Period, being the Export Energy Credit multiplied by the Export Electricity;
 - (b) any Additional Export Energy Credit for the relevant Billing Period; and
 - (c) any other amounts owed by the Customer to Origin under this Agreement in respect of the relevant Billing Period,
- and will otherwise comply with the billing requirements under the Sale Agreement.
- 9.11** Origin must pay any amount it owes under a bill by crediting that amount against the bill it renders under the Sale Agreement in respect of the same Billing Period. The Customer acknowledges that the amount must be credited against the GST-inclusive amount payable under bills rendered by Origin under the Sale Agreement.
- 9.12** For the avoidance of doubt, Origin must not extinguish any amounts to be credited by it to the Customer under this Agreement where:
- (a) the amount to be credited is not based on a reading of the Metering Equipment; and/or
 - (b) the bill for the Billing Period with which the credit is associated has not been issued to the Customer.
- 9.13** If the Customer maintains a credit balance in relation to payments of the Export Energy Credit and Additional Export Energy Credit on bills issued under the Sale Agreement:
- (a) for four consecutive Billing Periods (if billed on a quarterly basis); or
 - (b) for twelve consecutive Billing Periods (if billed on a monthly basis); or
 - (c) for more than 365 days;
- (whichever occurs last) Origin will:

- (d) if the credit balance is greater than the Credit Balance Limit (including GST), reduce the Customer's credit balance to zero and automatically pay the Customer by cheque the credit balance; or
 - (e) if the credit balance is equal to or less than the Credit Balance Limit (including GST), continue to apply the credit balance to subsequent bills under the Sale Agreement.
- 9.14** Origin may vary the Credit Balance Limit from time to time and the Customer provides its explicit informed consent to such variation. Origin will notify the Customer as soon as practicable of any such variation and in any event no later than the Customer's next bill.
- 9.15** If Origin becomes aware that it has underpaid or under credited any amount associated with the Export Electricity, Origin must:
- (a) if the amount is \$50 or less, credit the next bill rendered by Origin under the Sale Agreement in accordance with clause 9.11 after Origin becomes aware of the under crediting or under payment; or
 - (b) if the amount is greater than \$50, inform the Customer within 10 Business Days after Origin becomes aware of the under payment or under crediting and credit the amount to the Customer's next bill under the Sale Agreement or as otherwise reasonably directed by the Customer.
- 9.16** The Customer must pay any amount owing by it under a bill:
- (a) by the due date specified in the relevant bill unless a payment arrangement or other payment option has been put in place;
 - (b) to the accounts or addresses and in the manner specified on the bill;
- and payment may be made by cheque, direct debit or such other method as may be specified from time to time on the bill.
- 10. REVIEW OF BILLS**
- 10.1** Origin will review a bill at the Customer's request. During the review, the Customer must pay that portion of the bill not in dispute or an amount equal to the average amount of the Customer's bills in the previous 12 months (whichever is the lower).
- 10.2** If the bill under review is:
- (a) correct, the Customer must either pay the unpaid amount or request Origin to arrange a test of the Metering Equipment in accordance with Applicable Regulations. If the Customer's Metering Equipment is found to comply with Applicable Regulations, the Customer must pay the cost of the test and pay the unpaid amount; or
 - (b) incorrect, Origin must adjust the bill in accordance with clause 10.3.
- 10.3** In recovering any undercharging (including over crediting the Customer for Export Electricity), Origin will:
- (a) limit the amount to be recovered as follows:
 - (i) if the error results from a failure of Origin's billing systems, to no more than the amount of the undercharging (or over crediting) in the 9 months prior to the date on which Origin notified the Customer that the undercharging (or over crediting) had occurred; and
 - (ii) otherwise, to no more than the amount of the undercharging (or over crediting) in the prior 12 months.
 - (b) list the amount to be recovered as a separate item in a special bill or in the Customer's next bill together with an explanation of the amount;
 - (c) not charge the Customer interest on the undercharged (or over credited) amount; and
 - (d) offer the Customer time to pay the undercharged (or over credited) amount in a payment arrangement covering a period at least equal to the period over which the recoverable undercharging (or over crediting) occurred.

- 10.4** If Origin has over charged (or under credited) the Customer for Export Electricity, Origin will:
- (a) credit (or debit in the case of under crediting) the amount to the next bill issued to the Customer after Origin becomes aware of the overcharging (or under crediting); and
 - (b) if the amount of the overcharging (or under crediting) is greater than \$50, inform the Customer within 10 Business Days after becoming aware of the overcharging or under crediting.

10.5 Origin will retain the Customer's historical payment or crediting data ('data') for at least two years after the end of the Billing Period to which it relates, regardless of whether this Agreement has terminated.

10.6 The Customer may request copies of the data.

10.7 Origin will process the Customer's request for data in the same manner as Origin is required to treat a request for historical data under the Sale Agreement.

11. ELECTRICAL EQUIPMENT REQUIREMENTS

11.1 The Customer must give Origin an opportunity to satisfy itself that the Unit at the Supply Address complies with the Applicable Regulations.

11.2 Origin carries out this work for its own purposes. The Customer must not rely on Origin's conclusions, and Origin will not be liable for any damage or loss caused by any fault or inadequacy in the equipment.

12. TERM OF THE AGREEMENT

12.1 This Agreement begins on the Start Date and ends on the End Date, unless terminated earlier in accordance with this Agreement. Subject to clause 12.3, if after the End Date, Origin continues to take a supply of electricity from the Customer and the Customer has not signed a new agreement with Origin or another retailer, then the terms of this Agreement will continue to regulate the parties' relationship in relation to the Export Electricity until a new agreement is signed or the supply ceases (whichever comes first).

12.2 Subject to clause 12.3, Origin must notify the Customer of the following information between one and two months prior to the End Date:

- (a) the date of the End Date; and
- (b) the options available to the Customer in relation to the Export Electricity following the End Date, including the terms and conditions associated with the continued supply of Export Electricity if relevant.

12.3 If the End Date is the Scheme End Date, this Agreement will terminate at the End Date and Origin is not obliged to continue this Agreement with the Customer or be bound by any terms contained within.

13. COMPLAINTS

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

14. FORCE MAJEURE

If an event occurs which is outside the reasonable control of Origin or the Customer and Origin or the Customer breaches this Agreement due to this event only ('**force majeure event**'), the obligations of the parties under this Agreement are suspended to the extent to which they are affected by the event as long as the event continues, and Origin or the Customer must give the other prompt notice (as contemplated by clause 18 of the Energy Retail Code) of that fact including full particulars of the event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects. However:

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

15. ENDING THE AGREEMENT

15.1 Origin may terminate this Agreement:

- (a) if the Sale Agreement ends, with effect from the Sale Agreement ending on written notice to the Customer;
- (b) if the Customer becomes insolvent, immediately on written notice to the Customer;
- (c) if the Customer breaches this Agreement and fails to remedy the breach, on 10 Business Days' written notice to the Customer;
- (d) immediately on written notice to the Customer if Origin determines:
 - (i) in relation to a residential customer, that the Unit is not located at the Customer's principal place of residence; or
 - (ii) in relation to a non-residential customer, that the Customer is a residential customer or consumes more than 100 MWh per year at the Connection Point at any time after the Start Date to which this Agreement applies; or
- (e) by written notice to the Customer with effect from the Scheme End Date; or
- (f) immediately on written notice to the Customer if Origin forms the view that a Unit exceeds 5 kilowatts in generation capacity (including because Origin has received a notice under clause 8.6).

15.2 The Customer may terminate this Agreement at any time by written notice and Origin may impose an early termination fee (if detailed in the Schedule) where the termination takes effect prior to the End Date. Termination will not become effective until the later of:

- (a) if the Customer and Origin enter a new agreement for the export of electricity from the Unit, the expiry of any cooling-off period in respect of the new agreement;
- (b) if the Customer wants to enter an agreement with another retailer for the export of electricity from the Unit, the date when the other retailer becomes responsible for that agreement; or
- (c) if the Sale Agreement is terminated and the Supply Address has been disconnected, the date when the Customer no longer has a right under the Energy Retail Code to be reconnected.

15.3 This Agreement will automatically terminate and no termination fee will be payable if the Customer:

- (a) enters into any other feed-in agreement with Origin or an Authority; or
- (b) starts receiving payment from an Authority.

15.4 The ending of this Agreement does not affect a party's accrued rights under the Agreement.

16. LIABILITY & INDEMNITY

16.1 To the maximum extent permitted by law, the Customer indemnifies Origin and will hold Origin harmless against all direct and indirect liabilities incurred by Origin (including claims by third parties) in respect of loss or damage or death or injury suffered as a result of:

- (a) the Customer's failure to comply with any obligation under this Agreement or to procure that its representatives, officers, employees or agents comply with any obligation under this Agreement; and

- (b) the negligent or reckless acts or omissions of the Customer or its representatives, officers, employees or agents in performing obligations under this Agreement.
- 16.2** To the maximum extent permitted by law, Origin is not liable to the Customer or any person claiming through the Customer for any costs, expenses, death, injury, loss or damage (whether direct or indirect and howsoever arising) from the supply of electricity or any matter not arising in connection with this Agreement.
- 17. ASSIGNMENT**
- 17.1** The Customer must not novate this Agreement or assign, transfer or deal with its rights under this Agreement, or agree to do so, without Origin's written consent.
- 17.2** Origin may only assign this Agreement with the Customer's consent, unless the assignment forms part of the transfer to the same third party of all or substantially all of Origin's retail business.
- 18. WAIVER**
- Any failure by Origin to exercise any of its rights or powers under this Agreement is not a waiver of those rights or powers.
- 19. VARIATION**
- 19.1** Subject to clauses 9.4, 9.14, 19.2 and 22:
- (a) Origin may vary this Agreement by the gazettal of an amendment or replacement Feed-In Agreement under section 40FF of the Act; or
- (b) the parties may vary this Agreement by agreement in writing between the Customer and Origin.
- 19.2** The Export Energy Credit is varied each time Origin publishes a new price under section 40FF of the Act. Origin will notify the Customer as soon as practicable of any variation to the Export Energy Credit.
- 19.3** The Customer gives its explicit informed consent to Origin varying this Agreement as described in this clause 19.
- 20. NOTICES**
- A notice, consent, document or other communication given must be in writing and given by hand, by fax, by mail or by email unless the relevant clause of this Agreement provides otherwise.
- 21. WHOLE AGREEMENT**
- 21.1** This Agreement sets out all the terms agreed between the Customer and Origin for the supply of electricity to Origin by the Customer, and the Customer acknowledges that it has not relied on any representation, inducement, warranty or promise which is not contained in it. The parties acknowledge that the Sale Agreement deals with the supply of electricity to the Customer by Origin and that it is a separate contract to this Agreement.
- 21.2** If any matter required to be included in this Agreement by an Applicable Regulation is not expressly dealt with in the Agreement, the relevant provisions of the Applicable Regulation dealing with that matter are incorporated as if they were a term of this Agreement.
- 22. CHANGES TO LAW**
- The parties acknowledge that there may be changes to the Applicable Regulations to which the parties are subject. The parties agree that if in Origin's reasonable view changes to the Applicable Regulations materially alter the parties' rights or obligations under this Agreement, Origin may amend this Agreement to take into account those changes by written notice to the Customer. The customer gives its explicit informed consent that Origin may amend or vary the Agreement under this clause 22 and that such amendments and variations will be binding on both Origin and the Customer.

23. GST & TAXES

23.1 Notwithstanding any other provision in this Agreement, if Origin is or becomes liable to pay GST in connection with any Supply:

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

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

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

In addition:

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

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

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

23.3 The Customer must either:

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

23.4 The Customer must notify Origin immediately if it:

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

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

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

24. GOVERNING LAW

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

Schedule

- 1. **Customer Name:**
- 2. **ABN/ACN (if applicable):**
- 3. **Supply Address:**
- 4. **Address for Notices:**
- 5. **NMI (National Meter Identifier):**
- 7. **Start Date:**
- 8. **End Date:**
- 9. **Unit (Size in kW):**
- 10. **Export Energy Credit:** \$0.60/kWh (including GST, if any)
- 11. **Additional Export Energy Credit:** \$0.06/kWh (including GST, if any)
- 12. **Credit Balance Limit:** \$50
- 13. **Distributor:**

Please sign the slip below and return to Origin in the reply paid envelope included with this Agreement.



By signing below, I acknowledge I:

- (a) have read the terms and conditions of this Agreement and agree to be bound by these terms and conditions; and
- (b) give my explicit informed consent as described in clause 2.1 (Commencement of Agreement), 3.4 (Metering changes), 9.4 (variation of Additional Export Energy Credit), 9.14 (variation of Credit Balance Limit), clauses 19.1(a) and 22 (variation of Agreement) and 19.2 (variation of Export Energy Credit).

Signature _____

Name (Please print) _____

Date _____

NMI _____

Product and service offers: We are committed to providing you with a complete energy service, so we may present you with gas, electricity, green products and household or business service offers in the future (including after your Agreement with us ends). All offers (including electronic messages) will include information about unsubscribing. We will continue to provide you with these offers until you advise us otherwise. If you do not wish us to use, or enable our privacy compliant agents and contractors to use, your information for this purpose, please tick the box below.

I do not wish to receive these offers in future.

Please return form to: Solar Premium, Origin Energy, GPO Box 1199, Adelaide, SA 5001

Offshore Petroleum and Greenhouse Gas Storage Act 2006

COMMONWEALTH OF AUSTRALIA

Renewal of Petroleum Production Licence VIC/L15

I, Doug Sceney, the Delegate of the Designated Authority for the Offshore area of Victoria, and on behalf of the Commonwealth–Victoria Offshore Petroleum Joint Authority, hereby grant to Esso Australia Resources Pty Ltd (ABN 62 091 829 819), Esso House, 12 Riverside Quay, Southbank, Vic. 3006 and BHP Billiton Petroleum (Bass Strait) Pty Ltd (ABN 29 004 228 004), Level 23, 45 Clarence Street, Sydney, NSW 2000 a petroleum production licence in respect of the blocks described hereunder, being blocks within the abovementioned offshore area, subject to the conditions set out hereunder for a period of 21 years.

INTERPRETATION

In this production licence, ‘the Act’ means the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** and includes any Act with which that Act is incorporated and words used in this document have the same respective meanings as in the Act.

The licensee shall at all times comply with –

- (a) the provisions of the Act; and
- (b) all directions given under the Act and all regulations for the time being in force under the Act.

DESCRIPTION OF BLOCKS

The reference hereunder is to the name of the map sheet of the 1:1,000,000 series prepared and published for the purposes of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** and to the numbers of graticular sections shown thereon.

MELBOURNE MAP SHEET

Block No.	Block No.
2129	2201

Assessed to contain 2 blocks.

CONDITIONS

1. The licensee must continue to appraise and explore the Production Licence area to determine whether additional recoverable petroleum exists in the area and exploit such petroleum where commercially viable.
2. The licensee must report to the Designated Authority an inventory of prospects and leads within 90 days of the second anniversary from the date of the grant of the renewal. The report must contain discussions of:
 - a) any new seismic and well interpretations; and
 - b) attempts to mature prospects and leads to drillable targets with maps, sections and estimates of hydrocarbons-in-place; and
 - c) the commerciality and development plans for each prospect and lead; and
 - d) exploration planning (proposals for exploration work and expenditure) for the next four years.

Updated reports must be submitted every four years subsequent to the first report.

Should the reports show that more than 80% of the area of a graticular block is void of any prospects or leads, then time and depth structure maps of at least three horizons (including the top Latrobe Group horizon, an intra-Latrobe Group horizon, plus another intra-Latrobe Group horizon or the top Golden Beach Group horizon) within the graticular block, using data existing at the time the report is being written, is to be included in the report.

3. If economic production at a field is likely to cease within three years, the licensee must provide the Designated Authority a draft decommissioning plan or a plan for the re-use of its production facilities.

Dated 15 June 2011

Made under the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** of the Commonwealth of Australia.

DOUG SCENEY
 Delegate of the Designated Authority
 For and on behalf of the Commonwealth–Victoria
 Offshore Petroleum Joint Authority

Offshore Petroleum and Greenhouse Gas Storage Act 2006

COMMONWEALTH OF AUSTRALIA

Renewal of Petroleum Production Licence VIC/L16

I, Doug Sceney, the Delegate of the Designated Authority for the Offshore area of Victoria and on behalf of the Commonwealth–Victoria Offshore Petroleum Joint Authority, hereby grant to Esso Australia Resources Pty Ltd (ABN 62 091 829 819), Esso House, 12 Riverside Quay, Southbank, Vic. 3006 and BHP Billiton Petroleum (Bass Strait) Pty Ltd (ABN 29 004 228 004), Level 23, 45 Clarence Street, Sydney, NSW 2000 a petroleum production licence in respect of the blocks described hereunder, being blocks within the abovementioned offshore area, subject to the conditions set out hereunder for a period of 21 years.

INTERPRETATION

In this production licence, ‘the Act’ means the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** and includes any Act with which that Act is incorporated and words used in this document have the same respective meanings as in the Act.

The licensee shall at all times comply with –

- (a) the provisions of the Act; and
- (b) all directions given under the Act and all regulations for the time being in force under the Act.

DESCRIPTION OF BLOCKS

The reference hereunder is to the name of the map sheet of the 1:1,000,000 series prepared and published for the purposes of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** and to the numbers of graticular sections shown thereon.

MELBOURNE MAP SHEET

Block No.	Block No.
2130	2131

Assessed to contain 2 blocks.

CONDITIONS

1. The licensee must continue to appraise and explore the Production Licence area to determine whether additional recoverable petroleum exists in the area and exploit such petroleum where commercially viable.
2. The licensee must report to the Designated Authority an inventory of prospects and leads within 90 days of the second anniversary from the date of the grant of the renewal. The report must contain discussions of:
 - a) any new seismic and well interpretations; and

- b) attempts to mature prospects and leads to drillable targets with maps, sections and estimates of hydrocarbons-in-place; and
- c) the commerciality and development plans for each prospect and lead; and
- d) exploration planning (proposals for exploration work and expenditure) for the next four years.

Updated reports must be submitted every four years subsequent to the first report.

Should the reports show that more than 80% of the area of a graticular block is void of any prospects or leads, then time and depth structure maps of at least three horizons (including the top Latrobe Group horizon, an intra-Latrobe Group horizon, plus another intra-Latrobe Group horizon or the top Golden Beach Group horizon) within the graticular block, using data existing at the time the report is being written, is to be included in the report.

The first report must contain a discovery re-evaluation report for the Torsk-1 well results.

- 3. If economic production at a field is likely to cease within three years, the licensee must provide the Designated Authority a draft decommissioning plan or a plan for the re-use of its production facilities.

Dated 15 June 2011

Made under the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** of the Commonwealth of Australia.

DOUG SCENEY
Delegate of the Designated Authority
For and on behalf of the Commonwealth–Victoria
Offshore Petroleum Joint Authority

Offshore Petroleum and Greenhouse Gas Storage Act 2006

COMMONWEALTH OF AUSTRALIA

Renewal of Petroleum Production Licence VIC/L17

I, Doug Sceney, the Delegate of the Designated Authority for the Offshore area of Victoria and on behalf of the Commonwealth–Victoria Offshore Petroleum Joint Authority, hereby grant to Esso Australia Resources Pty Ltd (ABN 62 091 829 819), Esso House, 12 Riverside Quay, Southbank, Vic. 3006 and BHP Billiton Petroleum (Bass Strait) Pty Ltd (ABN 29 004 228 004), Level 23, 45 Clarence Street, Sydney, NSW 2000 a petroleum production licence in respect of the blocks described hereunder, being blocks within the abovementioned offshore area, subject to the conditions set out hereunder for a period of 21 years.

INTERPRETATION

In this production licence, ‘the Act’ means the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** and includes any Act with which that Act is incorporated and words used in this document have the same respective meanings as in the Act.

The licensee shall at all times comply with –

- (a) the provisions of the Act; and
- (b) all directions given under the Act and all regulations for the time being in force under the Act.

DESCRIPTION OF BLOCKS

The reference hereunder is to the name of the map sheet of the 1:1,000,000 series prepared and published for the purposes of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** and to the numbers of graticular sections shown thereon.

MELBOURNE MAP SHEET

Block No.
2200

Assessed to contain 1 block.

CONDITIONS

1. The licensee must continue to appraise and explore the Production Licence area to determine whether additional recoverable petroleum exists in the area and exploit such petroleum where commercially viable.
2. The licensee must report to the Designated Authority an inventory of prospects and leads within 90 days of the second anniversary from the date of the grant of the renewal. The report must contain discussions of:
 - a) any new seismic and well interpretations; and
 - b) attempts to mature prospects and leads to drillable targets with maps, sections and estimates of hydrocarbons-in-place; and
 - c) the commerciality and development plans for each prospect and lead; and
 - d) exploration planning (proposals for exploration work and expenditure) for the next four years.

Updated reports must be submitted every four years subsequent to the first report.

Should the reports show that more than 80% of the area of a graticular block is void of any prospects or leads, then time and depth structure maps of at least three horizons (including the top Latrobe Group horizon, an intra-Latrobe Group horizon, plus another intra-Latrobe Group horizon or the top Golden Beach Group horizon) within the graticular block, using data existing at the time the report is being written, is to be included in the report.

3. If economic production at a field is likely to cease within three years, the licensee must provide the Designated Authority a draft decommissioning plan or a plan for the re-use of its production facilities.

Dated 15 June 2011

Made under the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** of the Commonwealth of Australia.

DOUG SCENEY
Delegate of the Designated Authority
For and on behalf of the Commonwealth–Victoria
Offshore Petroleum Joint Authority

Offshore Petroleum and Greenhouse Gas Storage Act 2006

COMMONWEALTH OF AUSTRALIA

Renewal of Petroleum Production Licence VIC/L18

I, Doug Sceney, the Delegate of the Designated Authority for the Offshore area of Victoria and on behalf of the Commonwealth–Victoria Offshore Petroleum Joint Authority, hereby grant to Esso Australia Resources Pty Ltd (ABN 62 091 829 819), Esso House, 12 Riverside Quay, Southbank, Vic. 3006 and BHP Billiton Petroleum (Bass Strait) Pty Ltd (ABN 29 004 228 004), Level 23, 45 Clarence Street, Sydney, NSW 2000 a petroleum production licence in respect of the blocks described hereunder, being blocks within the abovementioned offshore area, subject to the conditions set out hereunder for a period of 21 years.

INTERPRETATION

In this production licence, 'the Act' means the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** and includes any Act with which that Act is incorporated and words used in this document have the same respective meanings as in the Act.

The licensee shall at all times comply with –

- (a) the provisions of the Act; and
- (b) all directions given under the Act and all regulations for the time being in force under the Act.

DESCRIPTION OF BLOCKS

The reference hereunder is to the name of the map sheet of the 1:1,000,000 series prepared and published for the purposes of the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** and to the numbers of graticular sections shown thereon.

MELBOURNE MAP SHEET

Block No.	Block No.
1916 (part)	1917

Assessed to contain 2 blocks.

CONDITIONS

1. The licensee must continue to appraise and explore the Production Licence area to determine whether additional recoverable petroleum exists in the area and exploit such petroleum where commercially viable.
2. The licensee must report to the Designated Authority an inventory of prospects and leads within 90 days of the second anniversary from the date of the grant of the renewal. The report must contain discussions of:
 - a) any new seismic and well interpretations; and
 - b) attempts to mature prospects and leads to drillable targets with maps, sections and estimates of hydrocarbons-in-place; and
 - c) the commerciality and development plans for each prospect and lead; and
 - d) exploration planning (proposals for exploration work and expenditure) for the next four years.

Updated reports must be submitted every four years subsequent to the first report.

Should the reports show that more than 80% of the area of a graticular block is void of any prospects or leads, then time and depth structure maps of at least three horizons (including the top Latrobe Group horizon, an intra-Latrobe Group horizon, plus another intra-Latrobe Group horizon or the top Golden Beach Group horizon) within the graticular block, using data existing at the time the report is being written, is to be included in the report.

3. If economic production at a field is likely to cease within three years, the licensee must provide the Designated Authority a draft decommissioning plan or a plan for the re-use of its production facilities.

Dated 15 June 2011

Made under the **Offshore Petroleum and Greenhouse Gas Storage Act 2006** of the Commonwealth of Australia.

DOUG SCENEY
 Delegate of the Designated Authority
 For and on behalf of the Commonwealth–Victoria
 Offshore Petroleum Joint Authority

Plant Health and Plant Products Act 1995**ORDER DECLARING A RESTRICTED AREA AT STRATHMERTON TOWNSHIP
FOR THE CONTROL OF QUEENSLAND FRUIT FLY**

I, Peter Walsh, Minister for Agriculture and Food Security, under section 20 of the **Plant Health and Plant Products Act 1995**, make the following Order declaring a restricted area for the control of Queensland Fruit Fly and specifying the prohibitions, restrictions and requirements which are to operate in the restricted area.

Dated 29 June 2011

PETER WALSH MLA
Minister for Agriculture and Food Security

1. Objective

The objective of this Order is to declare a restricted area for the control of Queensland Fruit Fly at Strathmerton Township, and to specify the prohibitions, restrictions and requirements which are to operate in the restricted area.

2. Authorising provisions

This Order is made under section 20 of the **Plant Health and Plant Products Act 1995**.

3. Definition

In this Order –

‘**accreditation program**’ means any program under which a person is permitted to issue an assurance certificate, including any procedures available under the Interstate Certification Assurance (ICA) Scheme;

‘**Act**’ means the **Plant Health and Plant Products Act 1995**;

‘**authorised person**’ means a person authorised by the Department of Primary Industries;

‘**inspector**’ means a person authorised as an inspector under the Act;

‘**Manager Plant Standards**’ means the person for the time being occupying or acting in the position of Manager, Plant Standards in the Department of Primary industries;

‘**Queensland Fruit Fly**’ means the exotic pest *Bactrocera tryoni* (Froggatt); and

‘**Queensland Fruit Fly host material**’ means any fruit or vegetable listed in Schedule 1.

4. Restricted area for the control of Queensland Fruit Fly

The restricted area for the control of Queensland Fruit Fly is declared to be the area described in Schedule 2.

5. Prohibitions, restrictions and requirements

(1) The removal from the restricted area into any part of Victoria of any Queensland Fruit Fly host material is prohibited.

(2) Subclause (1) does not apply if the Queensland Fruit Fly host material is –

(a) packed, labelled and certified in accordance with any conditions prescribed by an accreditation program administered by the Department of Primary Industries; or

(b) accompanied by a plant health declaration issued by an authorised person declaring that the host material has been treated in a manner approved by the Manager Plant Standards; or

(c) accompanied by a plant health certificate issued by an inspector certifying that the host material has been treated in a manner approved by the Manager Plant Standards.

(3) The owners and occupiers of land described in Schedule 3 must give an inspector access to such land for the purposes of inspection, deployment of any lures or traps, application of any treatment or performance of any other actions which are necessary for the eradication or prevention of spread of the pest.

- (4) The owners or occupiers of land described in Schedule 3 must, on instruction from an inspector, strip Queensland Fruit Fly host materials from plants, collect and dispose of waste material, or treat the material in a manner approved by the Manager Plant Standards.

6. Verification of Consignments

Any Queensland Fruit Fly host material removed from the restricted area in accordance with clause 5(2), and the accompanying certificate or declaration, must be:

- (1) presented to an inspector for inspection; or
- (2) verified by a person accredited to do so by the Department of Primary Industries.

Schedule 1

Abiu	Eggplant	Nectarine
Acerola	Feijoa	Orange
Apple	Fig	Passionfruit
Apricot	Goji Berry	Pawpaw
Avocado	Granadilla	Peach
Babaco	Grape	Peacharine
Banana	Grapefruit	Pear
Black Sapote	Grumichama	Pepino
Blackberry	Guava	Persimmon
Blueberry	Hog Plum	Plum
Boysenberry	Jaboticaba	Plumcot
Brazil Cherry	Jackfruit	Pomegranate
Breadfruit	Jew Plum	Prickly Pear
Caimito (Star Apple)	Ju Jube	Pummelo
Cape Gooseberry	Kiwifruit	Quince
Capsicum	Lemon	Rambutan
Carambola (Starfruit)	Lime	Raspberry
Cashew Apple	Loganberry	Rollinia
Casimiroa (White Sapote)	Longan	Santol
Cherimoya	Loquat	Sapodilla
Cherry	Lychee	Shaddock
Chilli	Mandarin	Soursop
Citron	Mango	Strawberry
Cocoa Berry	Mangosteen	Sweetsop (Sugar Apple)
Cumquat	Medlar	Tamarillo
Custard Apple	Miracle Fruit	Tangelo
Date	Mulberry	Tomato
Durian	Nashi	Wax Jambu (Rose Apple)

Schedule 2

The area of land in Victoria within a radius of fifteen kilometres of the outbreak epicentre at 145.47952° East, 35.92475° South.

Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 145.47952° East, 35.92475° South.

Note: Section 21 of the **Plant Health and Plant Products Act 1995** provides that a person is guilty of an offence and liable for a penalty not exceeding 50 penalty units in the case of a natural person, and 100 penalty units in the case of a body corporate, for moving any host material from a restricted area contrary to any restrictions, unless authorised to do so by a permit issued by an Inspector.

Planning and Environment Act 1987

GLEN EIRA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C60

The Minister for Planning has approved Amendment C60 to the Glen Eira Planning Scheme.

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

The Amendment:

- introduces Schedule 2 to the Priority Development Zone – Caulfield Mixed Use Area, into the Glen Eira Planning Scheme;
- rezones land north of the Caulfield Racecourse bounded by Station Street, Kambrook Road, Bond Street, Heywood Street and Normanby Road, Caulfield from part Residential 1 Zone and part Mixed Use Zone to a Priority Development Zone – Schedule 2 (PDZ2);
- applies the Road Closure Overlay (RXO) to close a laneway south of Heywood Street;
- amends Clause 22.06 Phoenix Precinct Policy to reflect the development vision of the Incorporated Plan;
- amends Clause 22.09 Student Housing Policy to refer to either development approvals in the Phoenix Precinct, or ‘development plans’;
- amends the Schedule to Clause 52.06 to introduce car parking rate requirements; and
- amends the Schedule to Clause 81.01 to include the Caulfield Mixed Use Area Incorporated Plan, April 2011 as an 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 City of Glen Eira, corner of Glen Eira and Hawthorn Roads, Caulfield.

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

Planning and Environment Act 1987

MACEDON RANGES PLANNING SCHEME

Notice of Approval of Amendment

Amendment C72

The Minister for Planning has approved Amendment C72 to the Macedon Ranges Planning Scheme.

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

The Amendment incorporates the Kyneton Racecourse Masterplan (February 2011) into the Macedon Ranges Planning Scheme and amends Schedule 2 to the Special Use Zone to facilitate non-racing uses identified in the Masterplan and introduce advertising signage controls.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and, free of charge, during office hours, at the offices of the Macedon Ranges Shire Council Council, 129 Mollison Street, Kyneton and 40 Robertson Street, Gisborne.

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

Planning and Environment Act 1987

SWAN HILL PLANNING SCHEME

Notice of Approval of Amendment

Amendment C38

The Minister for Planning has approved Amendment C38 to the Swan Hill Planning Scheme.

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

The Amendment rezones land at 27 and 29 High Street, 83 McCallum Street and part of 44–46 Splatt Street, Swan Hill, from Residential 1 Zone to Public Use Zone 3 (Health & Community) for the expansion of Swan Hill District Health; removes the Heritage Overlay (HO165 – Christ Church) from that part of 44–46 Splatt Street that is to be rezoned; and rezones 62 McCallum Street, Swan Hill from Public Use Zone 3 (Health & Community) to Business 1 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 Swan Hill Rural City Council, 45 Splatt Street, Swan Hill.

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

Planning and Environment Act 1987

WEST WIMMERA PLANNING SCHEME

Notice of Approval of Amendment

Amendment C22

The Minister for Planning has approved Amendment C22 to the West Wimmera 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 four heritage places included in the Victorian Heritage Register are shown in the West Wimmera 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 West Wimmera Shire Council, Edenhope office, 49 Elizabeth Street, Edenhope.

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 C123

The Minister for Planning has approved Amendment C123 to the Wyndham Planning Scheme.

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

The Amendment implements the Truganina South Community Precinct Structure Plan (including the Truganina South Community Native Vegetation Precinct Plan) and the Truganina South Precinct Development Contributions Plan and makes associated changes to 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 Wyndham City Council, 45 Princes Highway, Werribee.

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 C152

The Minister for Planning has approved Amendment C152 to the Wyndham Planning Scheme.

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

The Amendment updates the Schedule to the Business 1 Zone to increase the 'as of right' leasable floor area for a 'Shop' to 44,500 square metres in the Point Cook Town Centre.

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, 45 Princes Highway Werribee.

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

ORDERS IN COUNCIL

Health Services Act 1988

AMENDMENT TO SCHEDULE 1 – PUBLIC HOSPITALS

Order in Council

The Governor in Council, under section 8(1)(c) of the **Health Services Act 1988**, amends the name of Benalla and District Memorial Hospital, as it appears in Schedule 1 of that Act, to Benalla Health.

This Order comes into effect from the date it is published in the Government Gazette.

Dated 5 July 2011

Responsible Minister

HON DAVID DAVIS MP

Minister for Health

MATTHEW McBEATH
Clerk of the Executive Council

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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:

- | | | | |
|-----|--|-----|--|
| 38. | <p><i>Statutory Rule:</i> Agricultural Industry Development (Polls) Regulations 2011</p> <p><i>Authorising Act:</i> Agricultural Industry Development Act 1990</p> <p><i>Date first obtainable:</i> 5 July 2011</p> <p><i>Code A</i></p> | 42. | <p><i>Statutory Rule:</i> Forests (Tour Operator Licence Fee) Regulations 2011</p> <p><i>Authorising Act:</i> Forests Act 1958</p> <p><i>Date first obtainable:</i> 5 July 2011</p> <p><i>Code B</i></p> |
| 39. | <p><i>Statutory Rule:</i> Infringements (General) Amendment Regulations 2011</p> <p><i>Authorising Act:</i> Infringements Act 2006</p> <p><i>Date first obtainable:</i> 5 July 2011</p> <p><i>Code A</i></p> | 43. | <p><i>Statutory Rule:</i> National Parks (Tour Operator Licence Fee) Regulations 2011</p> <p><i>Authorising Act:</i> National Parks Act 1975</p> <p><i>Date first obtainable:</i> 5 July 2011</p> <p><i>Code B</i></p> |
| 40. | <p><i>Statutory Rule:</i> Land (Tour Operator Licence Fee) Regulations 2011</p> <p><i>Authorising Act:</i> Land Act 1958</p> <p><i>Date first obtainable:</i> 5 July 2011</p> <p><i>Code B</i></p> | 44. | <p><i>Statutory Rule:</i> Wildlife (Tour Operator Licence Fee) Regulations 2011</p> <p><i>Authorising Act:</i> Wildlife Act 1975</p> <p><i>Date first obtainable:</i> 5 July 2011</p> <p><i>Code B</i></p> |
| 41. | <p><i>Statutory Rule:</i> Crown Land (Reserves) (Tour Operator Licence Fee) Regulations 2011</p> <p><i>Authorising Act:</i> Crown Land (Reserves) Act 1978</p> <p><i>Date first obtainable:</i> 5 July 2011</p> <p><i>Code B</i></p> | 45. | <p><i>Statutory Rule:</i> Environment Protection (Distribution of Landfill Levy) Amendment Regulations 2011</p> <p><i>Authorising Act:</i> Environment Protection Act 1970</p> <p><i>Date first obtainable:</i> 5 July 2011</p> <p><i>Code A</i></p> |
| | | 46. | <p><i>Statutory Rule:</i> Zoological Parks and Gardens (Fees) Amendment Regulations 2011</p> <p><i>Authorising Act:</i> Zoological Parks and Gardens Act 1995</p> <p><i>Date first obtainable:</i> 5 July 2011</p> <p><i>Code A</i></p> |

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47. *Statutory Rule:* Tobacco (Victorian Health Promotion Foundation) Regulations 2011
Authorising Act: Tobacco Act 1987
Date first obtainable: 5 July 2011
Code A
48. *Statutory Rule:* Building Amendment (Fees) Regulations 2011
Authorising Act: Building Act 1993
Date first obtainable: 5 July 2011
Code A
49. *Statutory Rule:* Plumbing Amendment (Fees) Regulations 2011
Authorising Act: Building Act 1993
Date first obtainable: 5 July 2011
Code A
50. *Statutory Rule:* Control of Weapons Amendment Regulations 2011
Authorising Act: Control of Weapons Act 1990
Date first obtainable: 5 July 2011
Code A
51. *Statutory Rule:* Road Safety (Drivers) and (Vehicles) Amendment (Fees) Regulations 2011
Authorising Act: Road Safety Act 1986
Date first obtainable: 5 July 2011
Code B
52. *Statutory Rule:* Subordinate Legislation (Legislative Instruments) Regulations 2011
Authorising Act: Subordinate Legislation Act 1994
Date first obtainable: 5 July 2011
Code D
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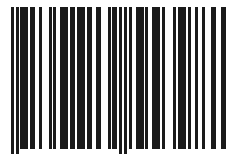
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