



Victoria Government Gazette

By Authority of Victorian Government Printer

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GENERAL

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Advertisers Please Note

As from 12 January 2012

The last Special Gazette was No. 6 dated 9 January 2012.

The last Periodical Gazette was No. 1 dated 14 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
-

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

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

AUSTRALIA DAY HOLIDAY DEADLINES

**The Victoria Government Gazette (General No. 4/12)
Will Be Now Published on Wednesday 25 January 2012**

Please Note New Deadlines:

The Victoria Government Gazette (General) for Australia Day week (G4/12) will be published on **Wednesday 25 January 2012**.

Copy deadlines:

Private Advertisements **9.30 am on Friday 20 January 2012**

Government and Outer
Budget Sector Agencies Notices **9.30 am on Tuesday 24 January 2012**

Office Hours:

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

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

JENNY NOAKES
Government Gazette Officer

VICTORIA GOVERNMENT GAZETTE

Subscribers and Advertisers

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JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS

Re: JANICE LYNETTE HUNT, deceased.

Creditors, next-of-kin and all others having claims against the estate of JANICE LYNETTE HUNT, who died on 8 November 2011, are required by the executor, Richelle Hunt, to send particulars of such claims to PO Box 3153, Ripponlea, Victoria 3185, within two months of the date of publication of this notice, after which date the executor will distribute the assets, having regard only to the claims of which she has notice.

Re: LAURENCE ARTHUR GREY, late of 15 Golden Wattle Court, Cranbourne, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 August 2011, are required by the trustee, Helen Margaret Grey of Unit 13, 357 Stud Road, Wantirna South, in the State of Victoria, to send particulars to the trustee by 12 March 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

RYAN CARLISLE THOMAS, solicitors,
41 Robinson Street, Dandenong, Victoria 3175.

Re: RUSSELL JOHN CAIRNS, late of 5-7 Reef Close, Toogoom, Queensland.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 25 August 2011, are required by the executor, Lesa Marie Cairns, to send particulars to her, care of the undersigned solicitors, by 22 March 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**



Local Law No. 1 of 2011
– Meeting Procedures Local Law

On 20 December 2011, Yarra City Council (Council) made a local law which is titled Local Law No. 1 of 2011 – Meeting Procedures Local Law.

Purpose of the Local Law

The general purport of this local law is to regulate, in accordance with the **Local Government Act 1989**:

- a. the proceedings for the election of the Mayor and also the appointment of Councillors to other internal and external bodies
- b. the proceedings of Ordinary and Special Meetings of Council
- c. the proceedings of meetings of Special Committees composed solely of Councillors, and
- d. the use of the common seal.

General Purport of the Local Law

- a. To provide a mechanism to facilitate the good government of the Council through its formal meeting procedures and ensure an effective and efficient decision-making process which acknowledges the role of local government
- b. To promote and encourage community participation in the system of local government by providing mechanisms for the Council to ascertain the community's views and expectations
- c. To regulate and control the election of Mayor, any Deputy Mayor and the chairperson of any Special Committees
- d. To regulate and control the procedures governing the conduct of meetings including:
 - i. the notice required for meetings
 - ii. the keeping of minutes
- e. To regulate and control the use of the Council's seal

- f. To provide generally for the peace, order and good government of the municipal district, and
- g. To repeal any redundant local laws.

The Local Law may be inspected at the Richmond Town Hall (333 Bridge Road, Richmond) during office hours. The Local Law may also be viewed on Council's website at www.yarracity.vic.gov.au/Your-Council/Governance/Local-Laws/

For more information, contact Ivan Gilbert, Executive Manager – Governance, on 9205 5110 or at Ivan.Gilbert@yarracity.vic.gov.au

ANDI DIAMOND
Chief Executive Officer

Planning and Environment Act 1987

CARDINIA PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C164

Authorisation A02125

The Cardinia Shire Council has prepared Amendment C164 to the Cardinia Planning Scheme.

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

The land affected by the Amendment is 35 McDonalds Track, Lang Lang (Lot 2 TP83436).

The Amendment proposes to rezone the land from Farming Zone (Schedule 1) to Low Density Residential Zone, apply the Design and Development Overlay (Schedule 1 – Low Density Residential) to the land and amend Clause 61.03 to the Cardinia Planning Scheme.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Cardinia Planning Scheme; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 13 February 2012. A submission must be sent to the Cardinia Shire Council, Henty Way, Pakenham.

TRACEY PARKER
Manager Planning Policy and Projects

Planning and Environment Act 1987

SURF COAST PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C76

Authorisation A02136

The Surf Coast Shire Council has prepared Amendment C76 to the Surf Coast Planning Scheme.

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

The land affected by the Amendment is land at part 25 Grossmans Road, Torquay.

The Amendment proposes to:

- rezone the land from Special Use 4 (Torquay Community Development Precinct) to Residential 1 Zone;
- apply the Design and Development Overlay – Schedule 1 (Torquay–Jan Juc Coastal Landscape Character); and
- apply the Design and Development Overlay – Schedule 14 (Part 25 Grossmans Road).

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, Surf Coast Shire Council, 1 Merrijig Drive, Torquay; 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 13 February 2012. A submission must be sent to Mark Harwood, Coordinator Strategic Planning, Surf Coast Shire Council, PO Box 350, Torquay 3228.

BRYDON KING
Manager Planning and Development

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 13 March 2012, 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.

BARRETT, Patricia, late of Lotus Lodge Hostel, 1497 Point Nepean Road, Rosebud, Victoria 3939, pensioner, deceased, who died on 16 December 2010.

COLLINS, Josephine Bertha, also known as Josephine Collins, late of Warrawee Nursing Home, 854A Centre Road, Bentleigh East, Victoria 3165, home duties, deceased, who died on 8 December 2011.

DEAN, Linda, formerly of 5/186 Princes Highway, Hallam, Victoria, but late of Sherwood Park Aged Care Facility, 18–20 Sherwood Road, Cranbourne, Victoria 3977, pensioner, deceased, who died on 21 June 2011.

FORSYTH, Caroline Dawn, late of 24 Avon Street, Moorabbin, Victoria 3189, sales, deceased, who died on 3 June 2011.

GAERTNER, George Walter Joseph, late of Corpus Christi Village, 1 Jazz Court, Clayton, Victoria 3168, deceased, retired, who died on 26 July 2011.

GROSSMAN, Shirley Joan, late of room 15.2 Parkdale House, 45 Herbert Street, Parkdale, Victoria 3195, pensioner, deceased, who died on 15 October 2011.

GROVES, Grace May, formerly of 5 Blyth Street, Mount Gambier, 5290 SA, but late of Casterton Hospital Nursing Home, 63–69 Russell Street, Casterton, Victoria 3311, pensioner, deceased, who died on 6 August 2011.

GUSTON, Maurice, late of Sacred Heart Mission, 101 Grey Street, St Kilda, Victoria 3182, pensioner, deceased, who died on 23 May 2011.

HENDERSON, Jean Minna, formerly of 48 Railway Parade, Seaford, Victoria 3198, but late of Bonbeach Aged Care Services 440 Station Street, Bonbeach, Victoria 3196, retired, deceased, who died on 29 September 2011.

IRISH, Richard John, also known as Richard Irish, late of Unit 8, 10–12 Norwood Street, Herne Hill, Victoria 3218, horticulturalist, deceased, who died on 4 September 2011.

POSTILL, Noel Joy, late of Maddocks Gardens, 125 Mckean Street, Bairnsdale, Victoria 3875, deceased, who died on 21 August 2011.

SHAW, Henry Reid, late of Unit 1, 27 Embankment Grove, Chelsea, Victoria 3196, retired, deceased, who died on 19 June 2011.

WARREN, Ernest, late of Amity At Caulfield, 349 North Road, Caulfield South, Victoria 3162, deceased, who died on 19 February 2011.

Dated 3 January 2012

STEWART MacLEOD
Manager
Client Services

Children's Services Act 1996

NOTICE OF EXEMPTION

Under section 29A(2) of the **Children's Services Act 1996**, the Secretary, Department of Education and Early Childhood Development, hereby declares that Lulla's Children and Family Centre, Licence ID: 11462, is exempt from the qualified staff member requirements as set out in regulation 53(1)(a)(ii), 53(1)(b)(ii) and 53(2) of the Children's Services Regulations 2009.

This exemption remains in force until 31 December 2012 unless revoked earlier.

Dated 21 December 2011

RICHARD BOLT
Secretary
Department of Education and
Early Childhood Development

Retirement Villages Act 1986

SECTION 32

Extinguishment of Retirement Village Charge

I hereby declare that pursuant to section 29 of the **Retirement Villages Act 1986**, Retirement Village Charge W491017M registered on 24 December 1999 on Certificate of Title Volume 09915 Folio 920, under the **Transfer of Land Act 1958**, is extinguished.

Dated 22 December 2011

CLAIRE NOONE
Director
Consumer Affairs Victoria

Retirement Villages Act 1986

SECTION 39

Cancellation of Retirement Village Notice

I hereby declare that pursuant to section 9 of the **Retirement Villages Act 1986**, Retirement Village Notice W491016Q registered on 24 December 1999 on Certificate of Title Volume 09915 Folio 920 under the **Transfer of Land Act 1958**, is cancelled.

Dated 22 December 2011

CLAIRE NOONE
Director
Consumer Affairs Victoria

Electricity Industry Act 2000**CLICK ENERGY PTY LTD**

Pursuant to section 40FF of the **Electricity Industry Act 2000** (Vic.) (the 'Act') Click Energy Pty Ltd ('Click Energy') publishes its Transitional Feed-In Tariff (TFIT) terms and conditions, which will come into effect in accordance with section 40H of the Act.

FEED IN ELECTRICITY**Victoria's Transitional Feed-In Tariff Plan:**

Click Energy offers its Eligible TFIT Customers the following in relation to purchase of Solar Generated Electricity from the Eligible TFIT Customers at the Supply Address by Click Energy on the terms and conditions set out in this Feed-In Contract:

1. Transitional Feed-In Tariff Plan		
a)	Transitional Solar Feed-In Tariff	You will receive feed-in credits of \$0.25 per kWh (excluding GST) of Solar Generated Electricity which is fed back into the Grid.
b)	Distribution and metering charges	You will be charged distribution and metering charges at the prices in accordance with your Electricity Contract

2. Credit payments to Eligible TFIT Customers for supply of Solar Generated Electricity back into the Grid		
a)	Each Billing Period, we will credit your bill issued pursuant to your Electricity Contract, with your feed-in credits accrued in accordance with this Feed-In Contract.	

3. Transitional Solar Feed-In plan end date		
a)	The Transitional Solar Feed-In plan has an expiry of 31 December 2016, unless terminated earlier in accordance with this Feed-In Contract and/or the Act.	

All of our schemes are based on a 'Net Metering' solution. This means that we only purchase the Solar Generated Electricity that you export or Feed into the Grid and not the total amount of electricity that you have produced or generated and used for your own consumption at your supply address. For this electricity, i.e. the electricity that you have generated and consumed at your own supply address, means that you are importing less electricity from the Grid and in doing so reducing your existing electricity bill under your Electricity Contract.

This means that you might not get any credit from Click if you have not exported any electricity back into the Grid. You may still be benefiting from the electricity that you are generating, however this benefit is in the form of a lower bill from Click Energy, as you have used all of the electricity that you have produced.

TERM**Commencement**

These terms and conditions will apply to you if you are an Eligible TFIT Customer (and you have provided us with acceptable identification and evidence to our reasonable satisfaction confirming each element relating to being an Eligible TFIT Customer) and you accept this offer for us to buy Solar Generated Electricity from you in accordance with the terms of this Feed-In Contract.

Eligible TFIT Customers can accept our offer to enter into this Feed-In Contract by calling us on 1800 77 59 29 or email us at sales@clickenergy.com.au or by visiting our website.

If you are registered for GST, you must provide us with your ABN at the time of accepting our offer to enter into this Feed-In Contract. If you are not registered for GST, you must complete and return to us the No Tax Withholding Declaration Form available from the ATO.

Subject to this clause, this Feed-In Contract commences on the date that we receive confirmation of compliance in relation to all of the following:

1. You accept the terms of this Feed-In Contract;
2. you having provided us with acceptable identification;
3. you have provided us with your contact details, including details of your Facility and Supply Address;
4. you have provided us with evidence to our reasonable satisfaction confirming that you have satisfied each component relating to being an Eligible TFIT Customer;
5. you have provided us with details of all documentation required pursuant to the **Electricity Safety Act 1998**;
6. You have satisfied all of the requirements of your distributor including the appropriate metering that will enable Click Energy to measure the amount of Solar Generated Electricity that you fed into the Grid;
7. You have entered into an agreement with your Distributor in relation to connection of your Facility to the Distribution System;
8. You have given your explicit and informed consent under the terms and conditions of the Electricity Contract and this Feed-In Contract for the sale and purchase of electricity; and
9. Click Energy has become the financially responsible market participant for your Supply Address.

THE FEED-IN ELECTRICITY CONTRACT

This Feed-in Contract contains information about your rights and responsibilities for the sale of Solar Generated Electricity by you at your supply address which is fed back into the Grid and purchased by Click Energy.

Our Customer Charter, your Price and Product Information Statement and this Feed-In Contract sets out the contract between you and us.

For completeness this Feed-In Contract should be read in conjunction with our Customer Charter. If a term or condition of the Feed-in Contract is inconsistent with the Code or our Customer Charter, that part is to be read as deleted and the rest of the Feed-In Contract is not affected.

We draw your attention to a number of terms in this Feed-In Contract which require your explicit informed consent and are listed below:

Items that require your explicit informed consent.

- If required by the Codes and Guidelines we will only vary this Feed-In Contract with your consent in writing, otherwise you give your explicit and informed consent that this Feed-In Contract may be varied by us.
- You give your explicit informed consent that the refund may be paid by us by EFT to a bank account, VISA, MasterCard or American Express card.
- The Transitional Feed-In Tariff you receive for Solar Generated Electricity fed into the Grid is set out above and is published on our website. You give your explicit informed consent that your Transitional Feed-In tariff can change from time to time, in line with the relevant Codes and Guidelines. If the Transitional Feed-In tariff does change you will be notified on your next bill or by an email 10 business days prior to the change in Transitional Feed-In tariffs or as required by the Codes and Guidelines.
- If you are on one of our smoothed or estimated monthly billing plans, which involves an estimated amount, you give us your explicit informed consent that we may transfer you onto one of our quarterly billed plans at the same energy rates as those under the supply contract.

- If you apply for a connection of your Facility to the Grid you give your explicit and informed consent that we may reassign the tariff that you are charged under our Electricity Contract for the sale and purchase of electricity, based on the change in your metering circumstances, which may include new metering equipment, and is likely to be a change to a 'time-of-use' pricing – that is, a peak rate for power purchased during the day, and an off-peak rate for power bought at night and on weekends.

The Cooling-off Period

There are no exit fees, so you can leave us whenever you want to! You also have a right to cancel this Contract up to 10 business days after you enter into this Contract. You must email us at coolingoff@clickenergy.com.au stating that you wish to exercise your rights to rescind this contract. If you are deemed to have a contract with us this right to cancel this contract may not apply. All Registration fees or connection charges are not refundable once the cooling off period has expired.

Connection

If you want us to connect your Facility to the Grid you must make an application and provide us with the required information, which includes acceptable identification and a certificate of electrical safety issued by a registered electrical contractor certifying that the Facility is safely and properly connected to the Grid.

Provided you have provided us with the application and all required information, and you are an Eligible TFIT Customer, we will contact your distributor no later than the next business day to request your Facility to be connected to the Grid. We may charge you any Distribution and Metering charges in relation to this connection in accordance with your Electricity Contract.

You understand and acknowledge that your Distributor is responsible for the connection and maintenance of the connection of your Facility to the Grid and that your Distributor is responsible for taking the supply of your Solar Generated Electricity into the Grid.

If you apply for a connection of your Facility to the Grid you give your explicit and informed consent that we may reassign the tariff that you are charged under our Electricity Contract for the sale and purchase of electricity, based on the change in your metering circumstances, which may include new metering equipment, and is likely to be a change to a 'time-of-use' pricing – that is, a peak rate for power purchased during the day, and an off-peak rate for power bought at night and on weekends.

Termination by You

If the Cooling-off period has expired and you want to terminate this Contract you must notify us as soon as possible. You must pay us all outstanding amounts owing.

You must notify us at least 3 business days before you intend to vacate a supply address, provide safe access to your meter and, if you are not remaining with us, provide us with a forwarding address for the final bill. If you do not do so, you will remain responsible for any electricity consumed at the supply address. If you have been evicted or otherwise forced to vacate the supply address you will remain responsible for any electricity consumed at the supply address until you give us notice and provide safe access to your meter. We may charge you a disconnection fee. You do not avoid liability to pay us for energy consumed at your supply address by vacating that supply address.

Termination by Us

We reserve the right to terminate this Feed-In Contract if:

- you or your supply address no longer satisfy all of the Governing Bodies, Transitional Feed-In Tariff Scheme requirements, in particular, if the name-plate generating capacity of your Facility generator exceeds capacity permitted under Transitional Feed-In Tariff Scheme;
- you or your supply address no longer satisfy all of the requirements of your distributor including the appropriate metering that will enable us to measure the amount of Solar Generated Electricity that you have fed into the Grid;

- you have been evicted or otherwise forced to vacate the supply address or the supply address has been disconnected from the Grid;
- you vacate the supply address, the terms and conditions included in this Feed-In Contract terminate on the date you vacate your supply address or on the date you notified us that you were vacating your supply address or whichever date occurs first;
- you terminate your Electricity Contract between you and us for the sale and purchase of electricity, and Click Energy is no longer the financially responsible market participant for your supply address; and
- the Regulated Scheme is terminated, ends or is repealed by the Governing Body.

Expiry

This Feed-In Contract will continue until we are no longer the Financial Responsible Market Participant for Your Supply Address or until the Regulated Scheme terminates, is terminated by you (in accordance with the above) or is terminated by us (in accordance with the above) or ends or is repealed by the Governing Body.

BILLS

Price of Electricity Fed into the Grid

The Transitional Feed-In tariff you receive for Solar Generated Electricity fed into the Grid is set out above and is published on our website. You give your explicit informed consent that your Transitional Feed-In tariff can change from time to time, in-line with the relevant Codes and Guidelines. If the Transitional Feed-In tariff does change you will be notified on your next bill or by an email 10 business days prior to the change in Transitional Feed-In tariffs or as required by the Codes and Guidelines.

You agree that you are responsible for all fees and charges, in relation to your Feed-In Contract or, that the Codes and Guidelines allows us to charge you including any distribution non-network charges that we have been charged for i.e., disconnection and reconnection charges.

Issuing Your Bill

We will issue you a bill, as per our Electricity Contract with you for the sale and purchase of electricity, and included on this bill will be the credit for the amount of Solar Generated Electricity that you have fed into the Grid.

If your total bill has a credit balance after the application of the credit, the credit balance will be applied towards your next bill from Click Energy unless a refund has been paid.

If you are on one of our smoothed or estimated monthly billing plans, which involves an estimated amount, you give us your explicit informed consent that we may transfer you onto one of our quarterly billed plans at the same energy rates as those under the supply contract.

Adjustment of a Bill

We will review your bill at your request. You must though pay the lower of that portion of your bill that you agree is not in dispute or an amount equal to the average of your bills in the previous 12 months.

If the bill is correct you must pay any unpaid amount or, if you believe your meter is faulty, you may request a test. If your meter is found to comply with industry regulations you must pay any unpaid amount and the cost of the test. If your meter does not comply with industry regulations and your bill is incorrect we will adjust it.

If we have undercharged you, we may recover that amount so long as we comply with the relevant Code or guideline. We will list the amount owing in a special bill or in your next bill with an explanation of the amount. We will extend the time to pay the amount undercharged.

If we have overcharged you by an amount of \$50 or less, we will credit the amount to your next bill. If we have overcharged you by an amount exceeding \$50, we will notify you within 10 business days of us becoming aware of the error. We will repay the amount in accordance with your reasonable instructions or credit the amount on your next bill.

Refunds

If the feed-in credit amounts for the purchase of electricity pursuant to this Feed-In Contract are \$100 or more than the debit amounts for the sale of electricity over a 12-month period i.e., you have a feed-in credit balance greater than \$100, then on request the credit balance will be returned to you.

You give your explicit informed consent that the refund regarding feed-in credit may be paid by EFT to a bank account, VISA, MasterCard or American Express card.

For the avoidance of doubt refunds regarding feed-in credit will not be made if the feed-in credit balance includes a feed-in credit for Solar Generated Electricity based on an estimated reading.

We do not pay interest on credit balances in relation to Solar Generated Electricity.

Meter Readings

The quantity of Solar Generated Electricity into the Grid at your supply address will be measured by your Distributor or their agent using metering data from the Metering Equipment installed at your supply address.

Your Distributor will use their best endeavours to read your meter at least once every 12 months. You must allow their or our representative safe, convenient and unhindered access to your supply address for the purpose of reading your meter and for maintenance and inspection, connection, disconnection and reconnection.

If we are not able to reasonably or reliably calculate a credit amount on a reading of the amount of Solar Generated Electricity you fed into the Grid, we will not provide you with an estimated credit for the amount of Solar Generated Electricity fed into the Grid, unless your distributor estimates the generation in accordance with applicable regulatory instruments. If we do not provide you with an estimated credit for the amount of Solar Generated Electricity fed into the Grid, when we subsequently obtain an actual meter reading for the total amount of Solar Generated Electricity fed into the Grid by you we will include a credit for the total amount of Solar Generated Electricity fed into the Grid on your next bill.

We will retain all meter readings and credit information for a period of at least 2 years, and we will provide you access to this information at no charge, regardless of whether you are a customer of Click Energy or not.

LIABILITY**Limitation of Liability**

You agree, to the maximum extent allowable under law, to indemnify us against any loss or damage suffered as a result of a failure to comply with this Feed-In Contract or any other law or a failure or fault with your Facility or metering equipment.

You are responsible for the maintenance of the Facility and for all costs associated with maintenance.

Force Majeure

If your Facility is damaged or otherwise unable to generate electricity, you will not be able to claim a Force Majeure Event under your Electricity Contract for the sale and purchase of electricity and will continue to be responsible for the payment of all charges due under your Electricity Contract.

GENERAL**Faults and Emergencies**

If you experience any type of power failure, you can call the faults and emergencies number on your bill.

Variation

The Transitional Feed-In tariff you receive for Solar Generated Electricity fed into the Grid is set out above and is published on our website. You give your explicit informed consent that your Transitional Feed-In tariff can change from time to time, in-line with the relevant Codes and

Guidelines. If the Transitional Feed-In tariff does change you will be notified on your next bill or by an email 10 business days prior to the change in Transitional Feed-In tariffs or as required by the Codes and Guidelines.

This Feed-In Contract may be subject to change as a result of future legislative amendments to the **Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009** (Victoria) or a change in any other Codes and Guidelines.

If required by the Codes and Guidelines we will only vary this Feed-In Contract with your consent in writing, otherwise you give your explicit and informed consent that this Feed-In Contract may be varied by us.

If this Feed-In Contract is amended, we will notify you of any amendment that materially affects your rights, entitlements and obligations as soon as reasonably practicable after the Feed-In Contract is amended. Otherwise please periodically visit our website to view the latest version of our Feed-In Contract.

Assignment

This agreement does not constitute an assignment of the rights to the Small-Scale Technology Certificates (STCs) or Renewable Energy Certificates (RECs) that you generate from your Small Generation System.

We may only assign this Contract with your consent. We do not require your consent if we transfer all or substantially all of our retail sales business or if your usage increases and we are notified that the NMI at your supply address is now classified as a large customer by AEMO. You must obtain our consent if you want to assign this Contract.

Relevant Law

The law applicable to this Feed-In Contract is the law of the State of Victoria.

Other Information

You must:

- maintain and comply with your network connection agreement with your Distributor regarding the metering and operation of your Facility;
- notify Us as soon as possible of any change to Your address for notices;
- notify Us as soon as possible if You intend to increase the generating capacity of Your Facility; and
- notify Us as soon as possible if you are no longer an Eligible TFIT Customer.

COMPLAINTS

A complaint by you in relation to this Feed-In Contract will be handled by us in accordance with relevant Australian Standard on Complaints Handling or the 'Benchmark for Industry Based Customer Dispute Resolution Schemes' published by the Department of Industry, Tourism and Resources (Cth).

We value our customers and want to make sure that we provide you with the best possible service. If a problem should arise, please contact us immediately. We will endeavour to do everything we can to make sure that it is resolved to your satisfaction. Please note that if we are not able to resolve the matter immediately we will review the matter and contact you within 14 days. If we need to take further steps (e.g., where we have to refer the problem to a distributor), it may take longer to resolve the matter. If this is the case, we will contact you and explain what is happening.

If at the end of the process you are not satisfied with our response, you can ask for your complaint to be raised to a senior person in our organisation.

If you are still not satisfied with our response, you may refer the matter to the Ombudsman.

DEFINITIONS AND INTERPRETATION

In this Feed-In Contract unless the context otherwise requires:

acceptable identification means, in relation to a residential customer, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate. If a business customer is a partnership each of the partners may need to be identified. If a business customer is a company acceptable identification includes the Australian Company Number or the Australian Business Number.

Act means **Electricity Industry Act 2000** (Vic.) as amended from time to time.

AEMO means Australian Energy Market Operator Limited (ACN 072 010 327)

Billing period means the duration of time for which you receive a bill from us in relation to your Electricity Contract.

business day means a day other than a Saturday or Sunday or a public holiday in Melbourne.

Click Energy, us, our, ours and we means Click Energy Pty Ltd (ACN 116 567 492).

Codes and Guidelines means regulatory Codes and Guidelines that implement the obligations created by section 36A of the **Electricity Industry Act 2000** (Vic.) and sections 46 to 55E and 203 to 207D of **Electricity Act 1994** (Qld). This includes but not limited to the Energy Retail Code of Victoria.

Customer Charter means the document that sets out your rights and responsibilities, which together with any Additional Terms and Conditions sets out the contract between you and us for the sale and purchase of electricity.

Distribution System means the network used by a Distributor to supply electricity to and from a supply Address.

Distributor means the company which owns and operates the network of poles and wires through which electricity is provided to your supply address.

Electricity Contract means the Click Energy Charter and any Additional Terms and Conditions that form the agreement between you and us for the supply of electricity by us to you at your Supply Address.

Eligible TFIT Customer or Eligible TFIT Customers means a person (or persons) who meets all of the following criteria:

- a) is a Customer who at all relevant times is in an Electricity Contract with Click Energy and purchases electricity from Click Energy at the Supply Address; and
- b) is a person who:
 - a. is a residential customer who occupies the Supply Address (the subject of the Electricity Contract) as their principal place of residence in Victoria; or
 - b. is a Small Business Customer; and
- c) is a person who generates electricity using a Solar PV System at the Supply Address; and
- d) satisfied all of the Governing Bodies requirements that apply for the Transitional Feed-In Tariff Scheme; and
- e) is a Customer who has a bi-directional metering in place that measures two-way electricity flows and records them on a half hourly basis at the supply address; and
- f) is not a party to any other existing Feed-In Contract in relation to the Premium Solar Feed-In Tariff Scheme or Standard Solar Feed-In Tariff Scheme with Click Energy or another retailer.

Facility means the Solar PV System located at your Supply Address.

Feed-In Contract means this Feed-In Contract, the Click Energy Customer Charter and any Additional Terms and Conditions that form the agreement between you and us for the electricity generated by you at your supply address and purchased by Click Energy Pty Ltd.

Feed-in Credits means the amount which we will credit you for the Solar Generated Electricity fed into the Grid in accordance with clause 1.a) of this Feed-In Contract.

Financially responsible market participant has the meaning given to it in the National Electricity Rules in relation to the retailer at the Supply Address.

Governing Bodies means Victorian Government bodies that regulate the supply of electricity and includes the Victorian Government's Department of Primary Industries.

Grid means the electricity network your Distributor uses to transport electricity to your supply Address.

GST means the goods and services tax as provided for by the **A New Tax System (Goods and Services Tax) Act 1999** as amended or replaced from time to time.

NMI means the national meter identifier found on the meter at your supply address.

Ombudsman means the Energy Ombudsman scheme operating in the State where your supply address is located.

Price and Product Information Statement means the pricing schedule that sets out the tariff or tariffs and Additional Terms and Conditions that may apply to you in Victoria.

public holiday means a public holiday appointed under the **Public Holidays Act 1993**.

Regulated Schemes means schemes implemented by Governing Bodies and currently includes the mandatory schemes governed by the **Electricity Industry Amendment (Premium Solar Feed-in Tariff) Act 2009** (Victoria), Standard Feed-In Tariff Scheme prescribed by the **Electricity Industry Act 2000** and Transitional Feed-in Tariff Scheme prescribed by the **Electricity Industry Act 2000**.

Regulator means the body, department or commission authorised to regulate the electricity industry in Victoria. This also includes the AER who is the Australian Energy Regulator established by section 44AE of the **Trade Practices Act 1974** of the Commonwealth.

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

retailer means an entity licensed to sell electricity or holds an authority to provide customer retail services under the **Electricity Industry Act 2000** (Vic.).

small business customer means a customer who is not a residential customer and its supply address uses less than 160 MWh per annum in Victoria and its NMI is classified as a 'Small' user of electricity.

Solar Generated Electricity means solar electricity generated by an Eligible TFIT Customer's Facility and not used by the Eligible TFIT Customer.

Solar PV System means a photovoltaic generating facility that has an installed or named plate capacity of 5 Kilowatts or less and is connected to the Distribution System.

supply address means the address for which you have agreed to purchase electricity.

tariff means the relevant tariff for the supply of electricity to you published by us from time to time.

Transitional Feed-In Tariff or **TFIT** is the minimum rate (in cents per kilowatts per hour) prescribed pursuant to the Act for the purchase of electricity pursuant to the Transitional Feed-In Tariff Scheme.

Transitional Feed-In Tariff Scheme is the transitional scheme established pursuant to the **Electricity Industry Act 2000** (Vic.) for the purchase of solar generated electricity by a retailer from a customer at a supply address which comes into effect on 1 January 2012.

website means: www.clickenergy.com.au

You and/or **your** means a person (who is eligible to do so) and has accepted (or has been deemed to have accepted) this Feed-In Contract, as amended from time to time, provided that you are a customer who consumes less than 160 MWh per year.

Customer means a person who is a residential customer or a small business customer.

In this Feed-In Contract, unless the context requires otherwise:

- i. headings are for convenience only and do not affect the interpretation of this Feed-In Contract;
- ii. any reference to the singular includes the plural and vice versa;
- iii. if the customer consists of more than one person, each person is jointly and severally bound;
- iv. a customer which is a trustee is bound both personally and in its capacity as a trustee;
- v. any reference to a customer includes the customer's executors, administrators, successors and permitted assigns;
- vi. if an act must be done on a specified day which is not a business day, it must be done instead on the next business day;
- vii. all calculations of dates and time periods under this Feed-In Contract shall be by reference to the date and local time in the State where your supply address is located, and not, unless expressly provided for otherwise, the date and local time at the actual place in the world at which the relevant event in fact occurs;
- viii. any reference to a statute, regulation or provision of a statute or regulation (Statutory Provision) includes: that Statutory Provision as amended or re-enacted; a statute, regulation or provision enacted in replacement of that Statutory Provision; and another regulation or other statutory instrument made or issued under that Statutory Provision.

Port Management Act 1995

TOWAGE REQUIREMENTS DETERMINATION

Division 2 of Part 4A of the Port Management Act 1995

Port of Melbourne

Under section 73B of the **Port Management Act 1995**, Port of Melbourne Corporation makes the following towage requirements determination:

Determination Period

The provisions of this towage requirements determination operate from 1 April 2012 until 31 March 2022 ('the determination period')

Definitions

In this towage requirements determination:

- (a) fire fighting towage vessel means a tier 1 or tier 2 towage vessel having the minimum fire fighting capability specified under the Minimum Requirements section of this towage requirements determination;
- (b) tier 1 towage vessel means a towage vessel that has a minimum certified bollard pull of at least 68 tonnes;
- (c) tier 2 towage vessel means a towage vessel that has a certified bollard pull of 43 tonnes or more and less than 68 tonnes;
- (d) tier 3 towage vessel means a towage vessel with a certified bollard pull of 5 tonnes or more and less than 43 tonnes;
- (e) towage service has the meaning given to that term in section 73A of the **Port Management Act 1995**; and
- (f) towage vessel has the meaning given to that term in section 73A of the **Port Management Act 1995**.

Minimum Number and Capacity of Towage Vessels

- (1) The minimum number of towage vessels required to be provided by notified towage service providers, during the determination period and the minimum capacity of those towage vessels are:
 - (a) two tier 1 towage vessels;
 - (b) two tier 2 towage vessels; and
 - (c) one tier 3 towage vessel.
- (2) Of the minimum number of tier 1 and tier 2 towage vessels, a minimum of two must be fire fighting towage vessels.

Minimum Requirements for Towage Vessels

The minimum requirements necessary for towage vessels to be fit to provide the service for the purpose of section 73B(1)(d) of the **Port Management Act 1995** are:

General

- (a) Tier 1 towage vessels must be less than 30 m in length, be low profile, have azimuth stern drive or equivalent and be fitted with an Automatic Identification System;
- (b) Tier 2 towage vessels must be less than 35 m in length, have azimuth stern drive or equivalent and be fitted with an Automatic Identification System;
- (c) All towage vessels must be fit for purpose, must be kept and maintained in good working order at all times, must be provided with crews with adequate competency and training and must comply with all applicable legislative requirements including, but not limited to, those requirements imposed by or under the **Marine Act 1988**.

Fire fighting capability

A fire fighting towage vessel must, as a minimum –

- (a) be fitted with:
 - (i) a fire pump with a minimum capacity of 1200 m³/hour; and
 - (ii) one monitor with minimum output of 1200 m³/hour.The one monitor must be capable of dispersing water alone or suitable foam mixture. The one monitor requires to be capable of a height of throw of at least 50 m and a length of throw of at least 70 m.
- (b) have available adequate onboard supply of foam to operate one monitor dispersing a 3% minimum foam mixture for at least 30 minutes; and
- (c) provide adequate space on deck for:
 - (i) emergency equipment including, but not limited to, portable fire fighting equipment, searchlights, boarding ladder; and
 - (ii) at least 8 fire fighting personnel.

Availability Required for Towage Vessels

During the determination period –

- (a) tier 1 towage vessels and tier 2 towage vessels must be available for the provision of towage services to vessels of 5000 gross tonnes or over;
 - (b) tier 3 towage vessels must be available for the provision of towage services to vessels of under 5000 gross tonnes;
 - (c) fire fighting towage vessels must be available for the provision of towage services (including emergency response) 24 hours per day on all days of the year; and
 - (d) tier 1 towage vessels and tier 2 towage vessels (other than fire fighting towage vessels) must be available for the provision of towage services, subject to a 2 hour notice period, following a request by the Harbour Master of the port of Melbourne that any such services be provided.
-

Geographic Place Names Act 1998**NOTICE OF REGISTRATION OF GEOGRAPHIC NAMES**

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

Feature Naming:

Change Request Number	Place Name	Naming Authority and Location
35940	Banyul-Warri Fields	Surf Coast Shire Council 1445 Surf Coast Highway, Torquay 3228
35940	Polwarth Oval	Surf Coast Shire Council 1445 Surf Coast Highway, Torquay 3228
35940	Parwan Pitch	Surf Coast Shire Council 1445 Surf Coast Highway, Torquay 3228
35940	Grant Pavilion	Surf Coast Shire Council 1445 Surf Coast Highway, Torquay 3228
34594	Harry Lavery Bushland Reserve	City of Ballarat 29 Sailors Gully Boulevard, Mount Clear 3350

Road Naming:

Change Request Number	Road Name	Locality	Proposer and Location
35940	Vic Tantau Walk	Torquay	Surf Coast Shire Council 1445 Surf Coast Highway, Torquay 3228.
35801	Frongerud Lane	Wonthaggi	Bass Coast Shire Council The road traverses north from Poplar Street.
35687	Boobook Grove	Cowes	Bass Coast Shire Council Formerly known as the southern section of Wagtail Way and is a continuation of Boobook Grove.
35816	Doctor Sleeman Drive	Wonthaggi	Bass Coast Shire Council The road traverses west from McKenzie Street.
35798	Shorland Way	Cowes	Bass Coast Shire Council Formerly known as Shorland Close The road traverses east from The Concourse.

Office of Geographic Names

Land Victoria
570 Bourke Street
Melbourne 3000

JOHN E. TULLOCH
Registrar of Geographic Names

Water Act 1989**MACALISTER RIVER ENVIRONMENTAL ENTITLEMENT AMENDMENT 2011**

I, Peter Walsh, Minister for Water, as Minister administering the **Water Act 1989**, make the following Instrument –

1. Title

This Instrument is called the Macalister River Environmental Entitlement Amendment 2011.

2. Purpose

The purpose of this Instrument is to amend the Macalister River Environmental Entitlement 2010 (the Entitlement) to allocate water savings achieved by Macalister Irrigation Area modernisation works and confirmed by audit up to the end of the 2008/2009 irrigation season.

3. Commencement

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

4. Empowering Provisions

This Instrument is made under section 48K of the **Water Act 1989**.

5. Amendment to clause 6

For clause 6 of the Entitlement, substitute –

‘6. The Water Holder is entitled to –

- (a) water allocated in accordance with clause 9 and 10 of this Instrument under –
 - (i) a high reliability water entitlement of 9,346 ML from Lake Glenmaggie;
and
 - (ii) a low reliability water entitlement of 4,672 ML from Lake Glenmaggie;
and
- (b) subject to clause 7 and 8 of this Instrument, any water to which the Water Holder was entitled under clause 6(a) in the preceding year and years prior to the preceding year which has not been used at the end of that year.’

6. Amendment to clause 7

In clause 7 of the Entitlement, for ‘6(c)’ substitute ‘6(b)’.

7. Amendment to clause 10

In clause 10 of the Entitlement, for the words ‘clauses 6(a) and 6(b)’ substitute ‘clause 6(a)’.

Dated 20 December 2011

PETER WALSH MP
Minister for Water

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

Notice of Approval of Amendment

Amendment C44 Part 2A

The Minister for Planning has approved Amendment C44 Part 2A to the Baw Baw Planning Scheme.

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

The Amendment rezones areas from Farming Zone to Rural Activity Zone, changes the schedule to the Rural Activity Zone, deletes the local planning policy for house lot excisions in the Farming Zone and includes a new Rural Zones Policy.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Baw Baw Shire Council, 61 Smith Street, Warragul 3820.

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

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

Notice of Approval of Amendment

Amendment C149

The Minister for Planning has approved Amendment C149 to the Cardinia Planning Scheme.

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

The Amendment implements the Officer Precinct Structure Plan, the Officer Native Vegetation Precinct Plan and the Officer Precinct Structure Plan Development Contributions Plan into the Cardinia Planning Scheme through Schedule 3 and 4 to Urban Growth Zone, Schedule 4 to the Development Plan Contribution Overlay and Clause 81.01.

The Amendment:

- updates Clause 21.08 to make reference to the 'Officer Precinct Structure Plan (September 2011)';
- rezones the portion of Lot 1 on PS608598 that is Urban Growth Zone (UGZ) to Residential 1 Zone (R1Z);
- rezones Residential 1 Zone on PS608598 from Urban Growth Zone (UGZ) to Public Use Zone 1 (PUZ1);
- rezones Lots 1 & 2 on TP418398, Lot 1 on TP385505 and Lot 1 on TP298402 from Industrial 1 Zone (IN1Z) to Public Use Zone 4 (PUZ4);
- rezones Lot 2 on TP298402 from Urban Growth Zone (UGZ) to Public Use Zone 4 (PUZ4);
- rezones all other land within the 'Officer Precinct Structure Plan (September 2011)' area to Urban Growth Zone (UGZ) except land zoned Road Zone 1 (RD1Z) within the Princes Highway road reserve and land used for rail infrastructure currently in Public Use Zone 4 (PUZ4);
- amends the Schedule to the Business 1 Zone (B1Z) to include floor space limits for as of right use of land for shops in neighbourhood convenience centres in the 'Officer Precinct Structure Plan (September 2011)' area;
- applies Schedule 3 to the Urban Growth Zone (UGZ3) to part of the land within the 'Officer Precinct Structure Plan (September 2011)' area;
- applies Schedule 4 to the Urban Growth Zone (UGZ4) to the balance of the land within the 'Officer Precinct Structure Plan (September 2011)' area to facilitate development of Officer Town Centre (Major Activity Centre);
- removes the existing Environmental Significance Overlays (ESO1 and ESO3) from all land within the 'Officer Precinct Structure Plan (September 2011)' area;
- introduces a new Environmental Significance Overlay (ESO6) to the 'Conservation Living Area' in the north-west part of the 'Officer Precinct Structure Plan (September 2011)', which covers Lot 2 on PS327845, Lot 5 on PS321195 and part of Lot 2A on PS517997;

- removes the existing VPO1 from all land within the 'Officer Precinct Structure Plan (September 2011)' area;
- amends the Heritage Overlay to reduce the extent of HO102, HO103 and 104, modify the extent of HO105, introduce new heritage overlays to cover the Officer Hall and Union Church (HO143) (part of Allotment 40B1 PP3363 and part of Lot 1 TOP244971) and a mature oak west of Bayview Road (HO144) (part of Lot 1 TP551780). Correct property details for HO104 and HO105 in the Schedule;
- removes the Design Development Overlay (DDO1) from all land within the 'Officer Precinct Structure Plan (September 2011)' area;
- replaces the existing Floodway Overlay (FO) along Gum Scrub Creek and Cardinia Creek with a Land Subject to Inundation Overlay (LSIO);
- removes the Public Acquisition Overlay in favour of VicRoads (PAO1) from land within the 'Officer Precinct Structure Plan (September 2011)' area;
- replaces Parks Victoria with the Minister for Environment and Climate Change as the acquisition authority for PAO2;
- applies PAO3 (in favour of Cardinia Shire Council) to Lot 1 TP173758 and Lot 15 LP7847, parts of Lot 1 503575, Lot 1 TP92937, Lot 1 LP85963, Lot 7 LP5795, Lot 8 LP5795, Lots 1 & 2 PS346905 and Lot 1 TP557408;
- introduces a Schedule 4 to the Development Contributions Plan Overlay (DCPO4) at Clause 45.06 and apply it to all land within the 'Officer Precinct Structure Plan (September 2011)' area;
- removes the existing Schedule 2 to the Development Contributions Plan Overlay (DCPO2) from land within the 'Officer Precinct Structure Plan (September 2011)' area to more accurately reflect the boundary shared with the Cardinia Road Precinct Structure Plan area;
- updates the Schedule to Clause 52.01 to provide for public open space contributions in the 'Officer Precinct Structure Plan (September 2011)' area;
- updates the Schedule to Clause 52.16 to introduce the 'Officer Native Vegetation Precinct Plan (September 2011)' into the Planning Scheme;
- updates the Schedule to Clause 52.28-3 to prohibit gaming in parts of Officer Town Centre (UGZ4 area); and
- incorporates the 'Officer Precinct Structure Plan (September 2011)', 'Officer Native Vegetation Precinct Plan (September 2011)' and 'Officer Development Contributions Plan (September 2011)' at Clause 81.01.

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

Permit No. T100759.

Description of land: 155 Rix Road and 30 Stephens Road, Officer.

Permit No. T100427.

Description of land: 325 Princes Highway, Officer.

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 Cardinia Shire Council, Shire Offices, Henty Way, Pakenham.

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

Planning and Environment Act 1987

EAST GIPPSLAND PLANNING SCHEME

Notice of Approval of Amendment

Amendment C102

The Minister for Planning has approved Amendment C102 to the East Gippsland Planning Scheme.

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

The Amendment changes the Schedule to Clause 52.03 and Clause 81.01 to replace the 'Lakes Entrance Business District Interim Use and Development Control, Incorporated Document, October 2010' with the 'Lakes

Entrance Business District Interim Use and Development Control, Incorporated Document, December 2011' to extend the expiry date from 31 December 2011 until 30 June 2012.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the East Gippsland Shire Council, 273 Main Street, Bairnsdale.

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

Planning and Environment Act 1987

MORNINGTON PENINSULA
PLANNING SCHEME

Notice of Approval of Amendment
Amendment C126 Part 1

The Minister for Planning has approved Amendment C126 Part 1 to the Mornington Peninsula Planning Scheme.

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

The Amendment corrects anomalies and errors in planning scheme zone and overlay maps to reflect current purpose and ownership. The Amendment also makes minor changes to the Planning Scheme ordinance, removes redundant parts of the Restructure Overlays over individual properties and updates the relevant Incorporated Restructure Plans.

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

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

Planning and Environment Act 1987

MELBOURNE PLANNING SCHEME

Notice of Lapsing of Amendment

Amendment C177

The Melbourne City Council has resolved to abandon Amendment C177 to the Melbourne Planning Scheme.

Amendment C177 proposed to rezone 2–50 Elizabeth Street, Kensington, from the Industrial 1 Zone and Industrial 3 Zone to the Mixed Use Zone; apply a new Development Plan Overlay Schedule 10; apply a Heritage Overlay; and apply the Environmental Audit Overlay.

Amendment C177 lapsed on 15 December 2011.

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

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