



# Victoria Government Gazette

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**GENERAL**

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**Advertisers Please Note**

As from 5 January 2012

The last Special Gazette was No. 441 dated 30 December 2011.

The last Periodical Gazette was No. 1 dated 14 June 2011.

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**How To Submit Copy**

- See our webpage [www.gazette.vic.gov.au](http://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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**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

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**VICTORIA GOVERNMENT GAZETTE**

**Subscribers and Advertisers**

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JENNY NOAKES  
Government Gazette Officer

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## PRIVATE ADVERTISEMENTS

### Aerodrome Landing Fees Act 2003

Moorabbin Airport Corporation Pty Ltd gives notice that, under the **Aerodrome Landing Fees Act 2003**, the following fees have been fixed and operate at Moorabbin Airport from 1 January 2012.

These fees apply to aircraft or helicopters not engaged in Regular Public Transport operations. The charging unit is per 1,000 kg MTOW of the aircraft and includes GST. The charge is:

Per Calendar Year	\$2,290.00 or
Per Calendar 6 months	\$1,770.00 or
Per month	\$350.00 or
Per day	\$14.20 (aircraft under 7,000kg MTOW)
Per day	\$21.75 (aircraft over 7,000kg MTOW)

Moorabbin Airport Conditions of Use – Airport Access Charges 2011 contains full details along with additional charges and available discounts for certain categories of aircraft. This can be obtained from Moorabbin Airport Corporation Pty Ltd, Bundora Parade, Mentone, Victoria 3194 or from [www.moorabbinairport.com.au](http://www.moorabbinairport.com.au)

### Partnership Act 1958

#### NOTICE OF DISSOLUTION OF PARTNERSHIP (Section 36(b) and Section 41 of the Partnership Act 1958)

Notice is hereby given that the partnership previously subsisting between Gary McDonald Pty Ltd (ACN 097 838 278) and D. M. Gibson Corporation Pty Ltd (ACN 097 838 241), trading as West Coast House, Level 3, 75–77 Moorabool Street, Geelong 3220, in the State of Victoria, conducted a business as commercial building owners of 75–77 Moorabool Street, Geelong, Victoria 3220, created by Deed of Partnership dated 6 August 2004. The partnership has been dissolved from 24 October 2011. The dissolution is a result of a single venture that terminated on 24 October 2011.

Dated 24 October 2011

D. M. GIBSON, Manager,  
D M Gibson Corporation Pty Ltd,  
Suite 4, 109 Yarra Street, Geelong 3220,  
Tel. 5222 5900, [dgibson@vrco.com.au](mailto:dgibson@vrco.com.au)

CAROLYN McDONALD, Manager,  
Gary McDonald Pty Ltd,  
Address as above.

Re: ELSA MAREE LOWE, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 29 October 2011, are required by the trustee, Carl Ernest Fox, to send particulars to him, care of the undersigned, by 6 March

2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Creditors, next-of-kin and others having claims in respect of the estate of STEFANIA MYSZKA, late of 34 Coghlan Street, Niddrie, Victoria, pensioner, deceased, who died on 3 July 2011, are required to send particulars of such claims to the executor, care of the undermentioned solicitors, by 5 March 2012, after which date the executor will convey or distribute the assets, having regard only to the claims of which the executor then has notice.

PIETRZAK SOLICITORS,  
222 LaTrobe Street, Melbourne 3000.

Re: WILLIAM JAMES McGREGOR, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 June 2011, are required by the trustees, Ian Geoffrey Delacy and Ronald James Baetge, to send particulars to the trustees, care of the undermentioned legal practitioners, by 26 March 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

ROGERS & EVERY, legal practitioners,  
71 Bull Street, Bendigo 3550.

BRENDA CORALIE GRAHAME, late of Unit 124, 114 Westall Road, Springvale, Victoria, home duties, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 July 2011, are required by The Trust Company (Australia) Limited, ACN 000 000 993, of 3/530 Collins Street, Melbourne, Victoria, the executor, to send particulars to it by 16 March 2012, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

THE TRUST COMPANY (LEGAL SERVICES) PTY LTD,  
3/530 Collins Street, Melbourne, Victoria 3000.

MAXWELL GEORGE MATCHAN, late of 41 Watsons Road, Newcomb, Victoria, retired foreman, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 September 2011, are required by The Trust Company Limited, ACN 004 027 749, of 3/530 Collins Street, Melbourne, Victoria, the executor, to send particulars to it by 16 March 2012, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

THE TRUST COMPANY (LEGAL SERVICES) PTY LTD,  
3/530 Collins Street, Melbourne, Victoria 3000.

KEITH HOUGHTON WINSTANLEY, late of Room 38, Broughtonlea Residential Aged Care Facility, 9–17 Broughton Road, Surrey Hills, Victoria, retired accountant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 September 2011, are required by The Trust Company (Australia) Limited, ACN 000 000 993, of 3/530 Collins Street, Melbourne, Victoria, the executor, to send particulars to it by 16 March 2012, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

THE TRUST COMPANY (LEGAL SERVICES) PTY LTD,  
3/530 Collins Street, Melbourne, Victoria 3000.

EVELYN MAUD HARRIS (also known as Lyn Harris), late of Chelsea Park Nursing Home, 53–59 Broadway, Bonbeach, Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 July 2011, are required by The Trust Company (Australia) Limited, ACN 000 000 993, of 3/530 Collins Street, Melbourne, Victoria, the executor, to send particulars to it by 16 March 2012, after which date it may convey or distribute the assets, having regard only to the claims of which it then has notice.

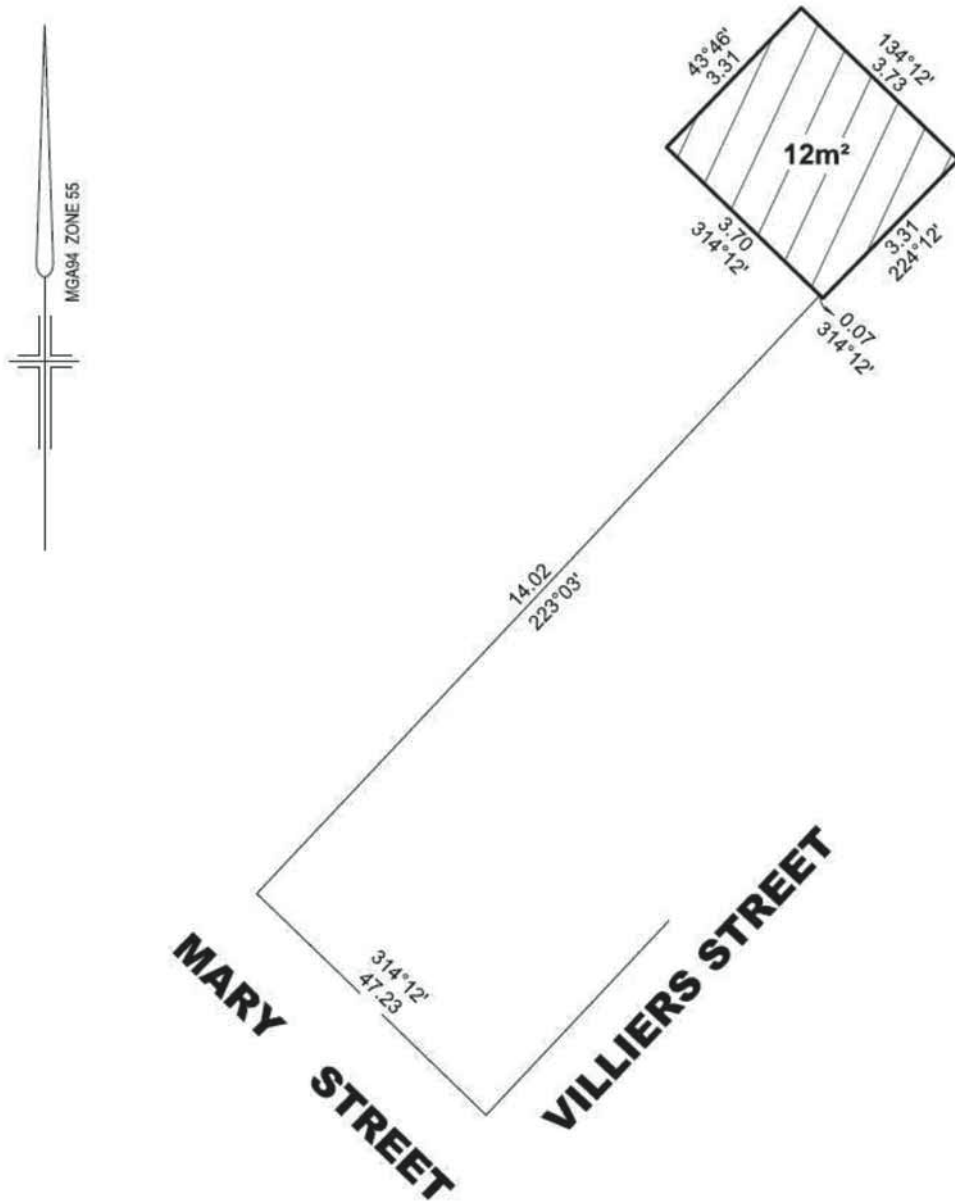
THE TRUST COMPANY (LEGAL SERVICES) PTY LTD,  
3/530 Collins Street, Melbourne, Victoria 3000.

**GOVERNMENT AND OUTER BUDGET  
SECTOR AGENCIES NOTICES**

MELBOURNE CITY COUNCIL

Road Discontinuance

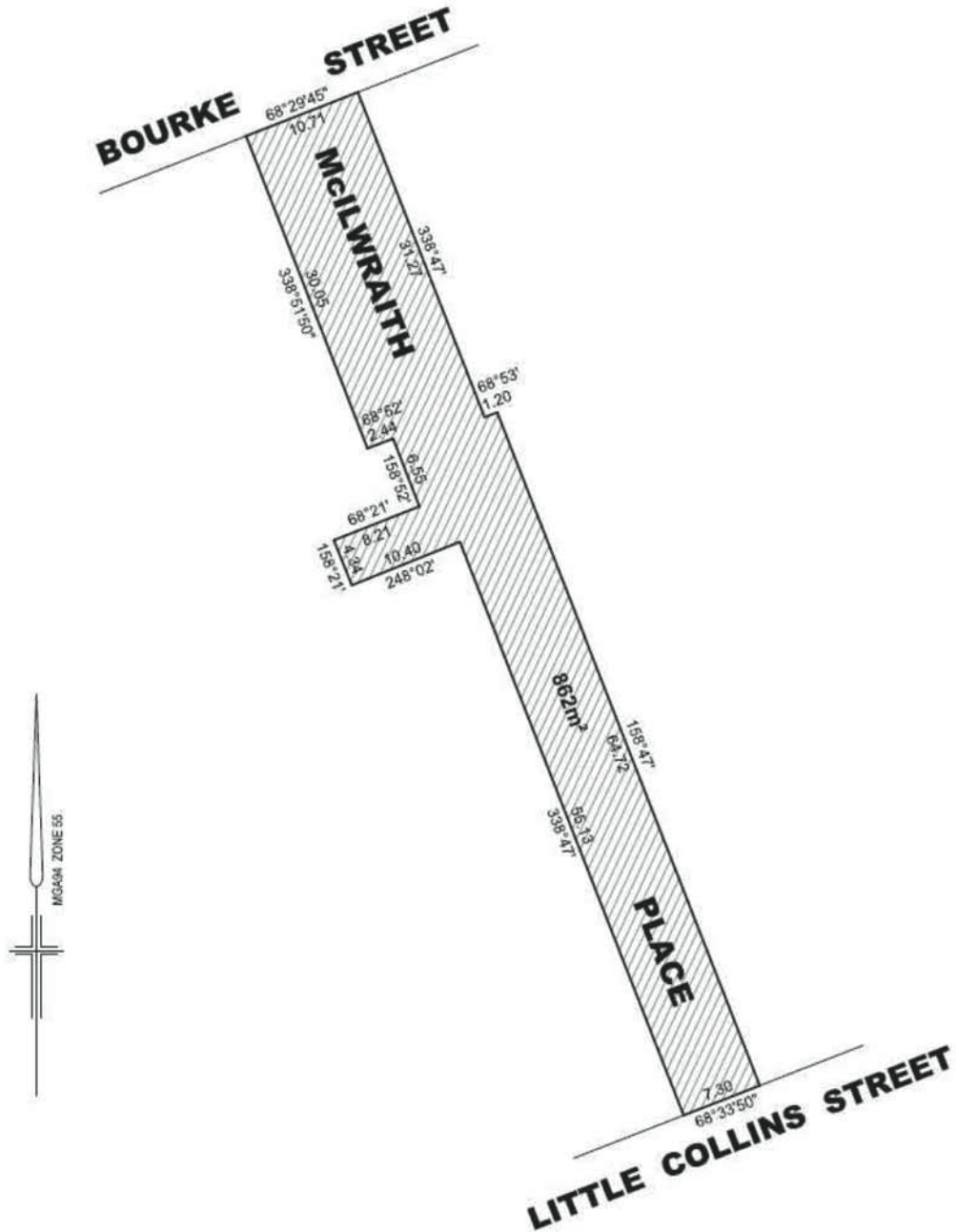
Pursuant to section 206(1) and clause 3 of schedule 10 of the **Local Government Act 1989**, the Melbourne City Council declares the road known as Corporation Lane 1646, North Melbourne, discontinued and the land retained by Council, as shown hatched on the plan hereunder.



MELBOURNE CITY COUNCIL

Road Discontinuance

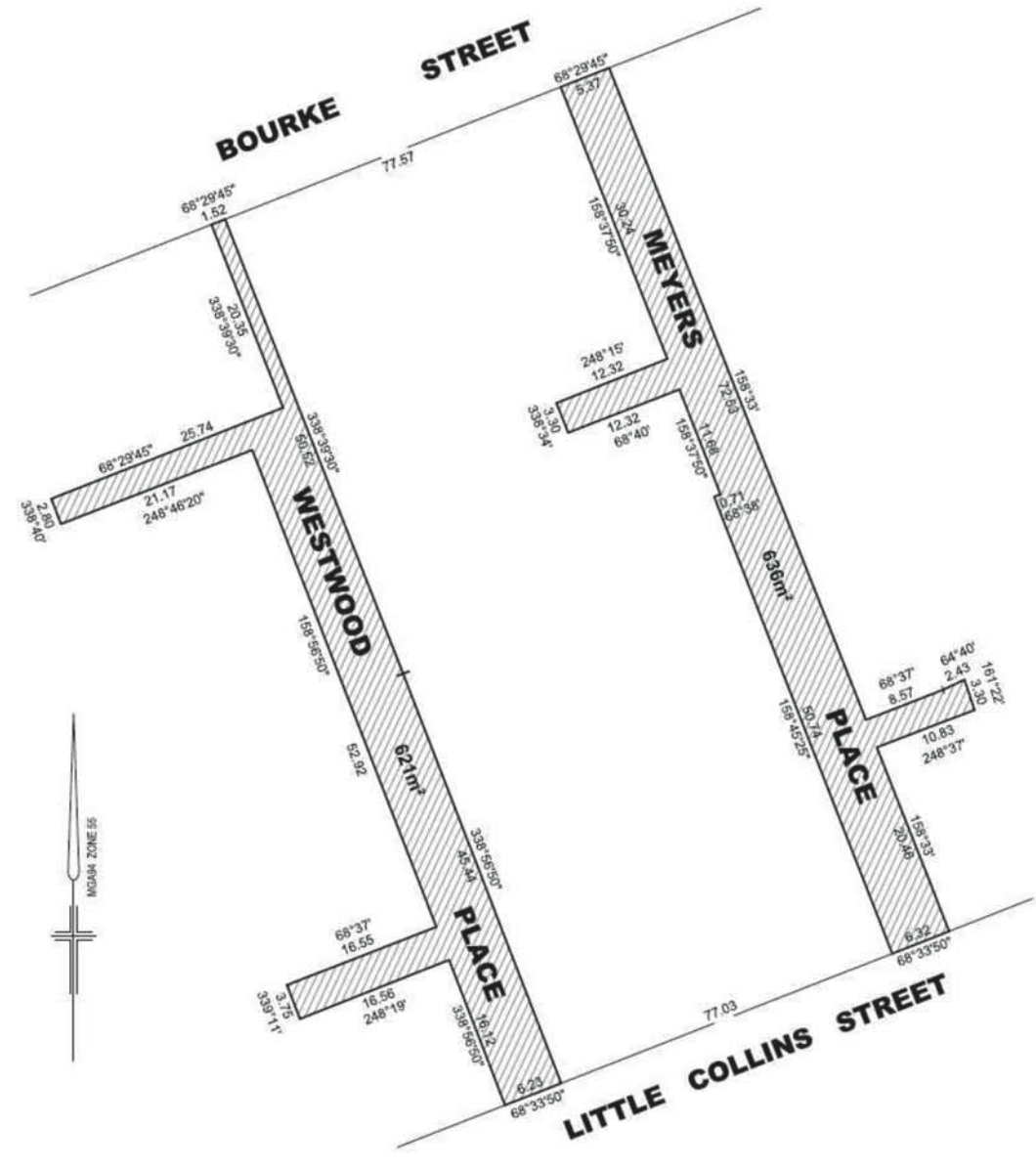
Pursuant to section 206(1) and clause 3 of schedule 10 of the **Local Government Act 1989**, the Melbourne City Council declares the road known as McIlwraith Place, Melbourne, discontinued and the land retained by Council, as shown hatched on the plan hereunder.



MELBOURNE CITY COUNCIL

Public Highway Declaration of Roads

Pursuant to section 204(1) of the **Local Government Act 1989**, the Melbourne City Council declares the roads shown hatched on the plan hereunder as public highways.







Discontinuance and Sale of Lane

Adjacent to 38 Hamilton Street and 37 Patterson Street, Safety Beach

Pursuant to Section 206 and Schedule 10, Clause 3 of the **Local Government Act 1989**, the Mornington Peninsula Shire Council has formed the opinion that the lane adjacent to 38 Hamilton Street and 37 Patterson Street, Safety Beach, as shown hatched on the plan below, is not reasonably required as a road for public use. The Shire has resolved to discontinue the lane and sell it by private treaty to the adjoining owners for consolidation with the adjoining titles.

The land in the lane is subject to any right, power or interest held by the Mornington Peninsula Shire Council and South East Water Limited in connection with any pipes, sewers, drains or plant under the control of these authorities in or near the lane.



DR MICHAEL KENNEDY OAM  
Chief Executive Officer

## BAYSIDE CITY COUNCIL

## Public Notice

## Neighbourhood Amenity Local Law

Notice is given that at a meeting of Bayside City Council (Council) held on 14 December 2011, Council made a local law titled 'Local Law No. 2: Neighbourhood Amenity' (the Local Law).

The following information about the Local Law is provided in accordance with section 119(3) of the **Local Government Act 1989**:

**Purpose of the Local Law**

The purposes of the Local Law are to:

- secure community safety;
- protect public assets;
- enhance neighbourhood amenity;
- embrace best practice local law making principles of accessibility, accountability, compliance, consistency, currency, efficiency, enforceability, necessity and transparency;
- be consistent with Council's overall objectives and policies, in particular:
  - to maintain neighbourhood character;
  - to preserve our built and natural heritage;
  - to provide equitable access to services and facilities;
  - to provide equity in access to our open space and foreshore;
  - to maintain suitable infrastructure; and
  - to provide a sense of community in our villages and activity centres;
- provide for the administration of Council's powers and functions;
- consolidate Council's previous Local Laws 2, 3 and 4; and
- revoke any redundant Local Laws.

**General purport of the Local Law**

The Local Law:

- consolidates Council's previous Local Laws 2, 3 and 4;
- provides for the administration of the local law and empowers Authorised and Delegated Officers to issue Notices to Comply, to act in urgent circumstances and to impound animals, items or other things;
- creates an offence for a person who fails to comply with a Notice to Comply;
- empowers an Authorised Officer to impound, cause the surrender of, sell, destroy or give away certain objects;
- regulates applications for, and the granting of, permits under the Local Law;
- regulates the setting of fees and charges that apply under the Local Law;
- makes it an offence for a person to apply to name a road without Council's consent;
- requires people who have been allocated property numbers to mark their property with that number;
- makes it an offence for a person to cause or allow the land to be kept in a manner which is unsightly or detrimental to the amenity of the neighbourhood;
- makes it an offence for an owner or occupier of private property to allow any graffiti to remain on any building or structure on their property;
- makes it an offence for a person who has the control and management of any building, structure or asset on Council Land to allow any graffiti to remain on that building, structure or asset;

- makes it an offence for an owner or occupier of land to allow their land to be kept in a manner which is dangerous or likely to cause danger to life or property;
- requires occupiers to which Council provides a waste collection service to comply with the Guidelines for domestic waste, recyclable and hard rubbish services incorporated in Schedule 1 to the Local Law;
- makes it an offence for a person to remove or interfere with any recyclable material or hard rubbish left on a road, or at any other collection point;
- makes it an offence for a person to burn or cause to be burnt any offensive or other materials or other materials unless certain circumstances exist;
- requires owners and occupiers of land to ensure that necessary steps are taken to prevent fires on their land and ensure that land is kept free from the undergrowth of plants exceeding 300mm in height;
- makes it an offence for a person to camp on private property unless certain circumstances exist;
- makes it an offence for owners or occupiers of land to install certain audible intruder alarms;
- makes it an offence for a person to keep, store, repair or use shipping containers on Council Land or private property;
- makes it an offence for a person to destroy, damage or alter significant trees or protected trees on private property unless they have Council's consent;
- makes it an offence for an owner or occupier of land to allow a tree or vegetation to grow so as to overhang an abutting road or present a hazard of the kind specified;
- makes it an offence for a person to allow a tree or plant on his or her land to cause damage to or interference with any fixture or other erection under Council's control;
- makes it an offence for an owner or occupier of land to keep certain types of animals, or keep certain types of animals in specified numbers, without Council consent;
- requires the owner or occupier of any land where animals are kept to provide accommodation in accordance with the Guidelines in Schedule 1 to the Local Law;
- makes it an offence for a person in charge of an animal not to remove and dispose of that animal's faeces once deposited on land belonging to another;
- requires owners or occupiers of land to take steps to remove wasps nests within 7 days of becoming aware that such wasps nests exist on their land;
- makes it an offence for a person to place or allow another person to place a bulk rubbish container on a road unless they have obtained Council's consent;
- makes it an offence for a person to use a motor bike or other motorised recreational vehicle on private property, or on any part of Council Land other than roads, unless that area is specifically designated for that purpose;
- makes it an offence for a person to dismantle, paint, carry out maintenance on or, repair a vehicle on a road unless it is for the purpose of removing it;
- makes it an offence for a person to leave any derelict, abandoned or unregistered vehicle on any Council Land unless they have Council's consent;
- makes it an offence for a person, without Council's consent, to park or authorise the parking of any heavy vehicle or long vehicle on any road for which Council is the Responsible Road Authority for more than one hour, unless certain circumstances exist;
- makes it an offence for a person, without Council's consent, to keep or store heavy vehicles or long vehicles on roads that Council is responsible for or on any other land including private property and Council Land;
- makes it an offence for a person to use a road contrary to a sign that Council has erected because it has decided that the particular road is likely to be damaged by a particular class of vehicles and so those vehicles should be prohibited from using that road;

- makes it an offence for a person to organise, conduct or hold a street party, festival or procession on a road, without Council approval;
- makes it an offence for a person to conduct certain types of roadside trading or performing without Council's consent;
- makes it an offence for a second person to trade from certain sites;
- makes it an offence for a person to place or display any goods for sale on Council Land unless they have Council's approval;
- makes it an offence for a person to use Council Land for the purposes of outside dining (whether or not liquor consumption is intended) without first gaining Council's approval;
- requires permit holders to move any outdoor eating facilities to which their permit relates if they are requested to do so;
- makes it an offence for a person to erect or place an advertising sign on any part of a road or Council Land unless this is in accordance with a permit;
- makes it an offence for a person to collect any waste materials, gifts or money or subscriptions or distribute handbills from Council Land or roads or from houses adjacent to Council Land or roads unless that person has first obtained Council's consent;
- requires occupiers of land to arrange for the collection of trade waste from, or for the placement of a waste hopper or recycling bin on, their land in compliance with the Guidelines in Schedule 1 to the Local Law;
- makes it an offence for an occupier of land to place any trade waste or material in a trade waste bin, waste hopper or recycling bin contrary to the notice on the hopper or recycling bin in compliance with the Guidelines in the Local Law;
- requires all trade waste and waste hoppers to be kept on the land of the person on which the waste is generated except for the period from 12 hours before to four hours following collection of the waste;
- makes it an offence for a person to tap or interfere with any drain or open any road under Council's control unless they have Council consent;
- makes it an offence for an owner of land not to have a vehicle crossing in specified circumstances or to install, construct, alter or reconstruct a vehicle crossing in specified circumstances;
- makes it an offence for an owner of land not to comply with specified requirements concerning vehicle crossings, or to retain a second vehicle crossing without Council consent;
- requires, in certain circumstances, owners of properties to install temporary vehicle crossings;
- makes it an offence for a person to allow building works to commence or continue on private property unless that person has notified Council and complied with certain Council requirements;
- makes it an offence for a person on a road to consume any liquor or have in their possession or control any liquor (unless the liquor is in a container with an unbroken seal) unless certain circumstances exist;
- makes it an offence, between sunrise and sunset, for a person in a municipal reserve or in a motor vehicle in a municipal reserve to consume liquor or have liquor in an unbroken seal in their possession, unless certain circumstances exist;
- makes it an offence for a person to smoke in a municipal place that has been declared by Council to be a smoke free area and a smoke free area sign has been erected;
- makes it an offence for a person, in a municipal place, to behave in a manner that endangers others or unreasonably interferes with the quiet enjoyment of the municipal place by any other person;

- makes it an offence for a person (unless they are employed or authorised by Council) to destroy, damage, deface or interfere with a municipal place or any things located in a municipal place;
- makes it an offence for a person to destroy, damage or interfere with a water course, ditch, creek, gutter, drain, tunnel, bridge, levee, culvert, or any directly adjoining fence, vested in or under the control of Council unless they are permitted to do so by Council;
- makes it an offence for a person to leave a rubbish container, movable structure, device, material or other object on Council Land if that object is causing an unlawful obstruction, a danger to persons or is likely to obstruct traffic;
- makes it an offence for a person in a municipal reserve to behave in a manner that endangers others or unreasonably interferes with their quiet enjoyment of the municipal reserve;
- requires those people who are required to obtain permits in order to use municipal reserves in specified ways to use the municipal reserve in accordance with their permit;
- makes it an offence for a person to enter a municipal reserve other than via designated access points, during hours of operation and subject to certain conditions imposed by Council;
- makes it an offence for a person to camp on Council Land unless that person is within a licensed caravan park or area where camping is expressly permitted by Council;
- makes it an offence for a person to light a fire and to allow a lit fire to remain alight unless they have Council consent;
- makes it an offence for persons to congregate around lit fire unless those persons have obtained Council's consent;
- makes it an offence for a person to undertake any filming on Council Land where the film is for any commercial purpose and/or television broadcasting purpose, unless that person has gained Council permission;
- makes it an offence for a person, without Council permission, to park any motor car, motor cycle or other motor vehicle on any part of a municipal reserve other than in a designated parking area;
- makes it an offence for a person to ride or lead a horse, camel or other mountable animal unless certain circumstances exist;
- makes it an offence for a person to use a wheeled non-motorised recreational device and/or wheeled child's toy in an area where such use is expressly prohibited by Council;
- makes it an offence for a person to erect, place, establish, maintain or keep a bathing box in a municipal reserve unless that person has a licence from Council to do so;
- makes it an offence for a person, while in a municipal building, to behave in a manner that endangers others or unreasonably interferes with others quiet enjoyment of that municipal building;
- makes it an offence for a person to organise or undertake any event in a municipal building without Council's consent;
- makes it an offence for a person to engage in an activity without a permit where the Local Law expressly requires that person to obtain a permit prior to engaging in that activity;
- makes it an offence for a person to fail to comply with a permit condition; and
- empowers an Authorised Officer to issue an infringement notice for contravention of the proposed local law, which may incur a penalty specified in the Local Law.

Copies of the Local Law may be inspected at the Council office in Royal Avenue, Sandringham, during office hours and at Council's Customer Service Centres (during their normal operating hours), and on Council's website.

ADRIAN ROBB  
Chief Executive Officer



BOROONDARA  
City of Harmony

PUBLIC NOTICE

Amenity (Amendment) Local Law 2012

Boroondara City Council is considering making a local law to be known as the 'Amenity (Amendment) Local Law 2012' (the proposed Local Law).

The following information about the proposed Local Law is provided in accordance with section 119 of the **Local Government Act 1989** (the Act):

**Purpose of the proposed Local Law**

The purpose of the proposed Local Law is to:

- amend Council's Amenity Local Law;
- better regulate and enforce shopping trolleys within the municipal district; and
- provide for the preservation and protection of amenity, access and safety within the municipal district.

**General purport of the proposed Local Law**

The proposed Local Law, if made, will amend Council's Amenity Local Law by

- introducing a definition of 'Retailer' and 'approved area'; and
- amending the provisions relating to shopping trolleys by:
  - introducing particular provisions to apply to retailers who provide shopping trolleys for customer use in addition to those provisions which apply to those who leave a shopping trolley in unauthorised areas;
  - introducing a provision requiring retailers to attach to their shopping trolleys a marking or plate identifying the name, address and contact telephone number of the retailer together with a fully operating mechanism which disables or otherwise prevents the shopping trolley from being taken beyond the boundaries of the approved area;

- introducing a requirement for retailers who provide shopping trolleys to customers to remove an abandoned shopping trolley within a specified timeframe when directed to do so by an authorised officer of Council;
- introducing a process to manage impounded trolleys; and
- introducing a penalty for a retailer who fails to remove or claim a shopping trolley within the times specified in a notice given to the retailer.

A copy of the proposed Local Law may be inspected at the Council office at 8 Inglesby Road, Camberwell, during office hours. Other copies of the proposed Local Law may be inspected at Council's Customer Service Centres (during their normal operating hours) and on Council's website.

Any person may make a submission about the proposed Local Law to Council. All submissions received by the Council within 28 days of the publication of this notice will be considered in accordance with section 223 of the Act. Any person making a submission is entitled to request (in the submission itself) to be heard in support of the submission by appearing before a meeting of Council or a Council committee (either personally or by a person acting on his or her behalf). In that event, the person will be notified of the date and time of the meeting.

Submissions should be lodged at the above office of the Council or posted to Council at the above address. Enquiries should be directed to Michael Somerville, Manager Local Laws, on 9278 4949.

Council will meet to consider making a local law in the form of the proposed Local Law at its meeting on 26 March 2012.

DR CATHERINE DALE  
Chief Executive Officer



Notice of Adoption of  
General Local Law 2011

In accordance with section 119 of the **Local Government Act 1989**, East Gippsland Shire Council, on Tuesday 13 December 2011, adopted General Local Law 2011.

The purpose of General Local Law 2011 is to provide for:

- peace, order and good government of the Municipal District;
- safety and health of the Municipal District so that the community can enjoy a quality of life that meets its expectations;
- safe and fair use and enjoyment of public places;
- protection and enhancement of the amenity and environment of the Municipal District;
- protection and management of Council and Community Assets and facilities;
- fair and reasonable use and enjoyment of private land; and
- revocation of redundant Local Laws.

The general purport of Local Law is to:

1. control behaviour and activities on roads and council land – including the regulation of the Raymond Island Ferry and East Gippsland Livestock Exchange, consumption of liquor, occupation of roads for works, protection of council assets, use of the road for advertising and sale of goods, and outdoor eating facilities;
2. control environmental matters – including domestic waste collection and trade waste, regulation of dangerous and unsightly land, open air burning, incinerators, building site management, shipping containers, municipal tips and camping on council land;
3. control the keeping of animals and birds – including the regulation of the number and type of animals to be kept, and animals on designated beach and foreshore areas;
4. control the movement livestock on roads – including the regulation of grazing of livestock and the effective fencing of livestock; and
5. control behaviour and activities on council controlled marinas, foreshores and waterways.

The Local Law may be inspected or copies obtained from the Council Corporate Centre 273 Main Street, Bairnsdale. The Local Law may also be inspected at Council's Service Centres, Outreach Centres and on Council's website, [www.eastgippsland.vic.gov.au](http://www.eastgippsland.vic.gov.au)

Any enquiries concerning this Local Law can be made to Council's Community Laws Coordinator on 5153 9500.

## **Planning and Environment Act 1987**

### WYNDHAM PLANNING SCHEME

#### Notice of Preparation of Amendment

##### Amendment C150

##### Authorisation A01927

The Wyndham City Council has prepared Amendment C150 to the Wyndham Planning Scheme.

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

The land affected by the Amendment is the Werribee City Centre, as defined by the Activity Centre Boundary shown in the Werribee City Centre Structure Plan.

Amendment C150 proposes to:

- introduce the Activity Centre Zone and Schedule 1 (Werribee Principal Activity Centre) to the Wyndham Planning Scheme;
- amend Clause 21.02-8 (Centres of Activity) and Clause 21.05-5 (Accessible and Attractive Activity Centres);
- delete Clause 22.06 – Werribee Town Centre Policy;
- amend Clause 22.11 Princes Highway Corridor Policy; and
- amend Schedule 1 to the Design and Development Overlay – Princes Highway Corridor.

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, Wyndham City Council, 45 Princes Highway, Werribee, Victoria; at the Wyndham City Council website: [www.wyndham.vic.gov.au/werribeecitycentre](http://www.wyndham.vic.gov.au/werribeecitycentre); and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning/publicinspection](http://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 Wednesday 29 February 2012. A submission must be made in writing referencing Werribee City Centre Amendment C150 and sent to: Place Manager, Wyndham City Council, PO Box 197, Werribee, Victoria 3030. Alternatively, submissions with the above reference may be emailed to: [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au)

GREG APLIN  
Director Sustainable Development

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**Planning and Environment Act 1987**

WYNDHAM PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C151

Authorisation A01928

The Wyndham City Council has prepared Amendment C151 to the Wyndham Planning Scheme.

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

The land affected by the Amendment is the Werribee City Centre, as defined by the Activity Centre Boundary shown in the Werribee City Centre Structure Plan.

Amendment C151 proposes to:

- introduce a new schedule at Clause 52.06-6 to incorporate the Werribee City Centre Parking Precinct Plan, specify new car parking rates for office, shop, restaurant and dwelling and implement a cash-in-lieu contribution for car parking; and
- include the Werribee City Centre Parking Precinct Plan in the Schedule to Clause 81.01.

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, Wyndham City Council, 45 Princes Highway, Werribee, Victoria; at the Wyndham City Council website: [www.wyndham.vic.gov.au/werribeecitycentre](http://www.wyndham.vic.gov.au/werribeecitycentre); and at the Department of Planning and Community Development website, [www.dpcd.vic.gov.au/planning/publicinspection](http://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 Wednesday 29 February 2012. A submission must be made in writing referencing Werribee City Centre Amendment C151 and sent to: Place Manager, Wyndham City Council, PO Box 197, Werribee, Victoria 3030. Alternatively, submissions with the above reference may be emailed to: [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au)

GREG APLIN  
Director Sustainable Development

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**Crown Land (Reserves) Act 1978**

CROWN LAND (RESERVES) (METROPOLITAN PARKS) REGULATIONS 2011

I, Michael Gooley, Director, Public Land Management and Use, as delegate of the Minister for Environment and Climate Change, make the following Regulations:

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**PART 1 – PRELIMINARY**

- 1 Title**

These Regulations may be cited as the Crown Land (Reserves) (Metropolitan Parks) Regulations 2011.
- 2 Objective**

The objective of these Regulations is to provide for the care, protection, management and use of the scheduled parks and the preservation of good order.
- 3 Authorising provision**

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

These Regulations come into operation on the day that they are published in the Government Gazette.
- 5 Expiry**

These Regulations expire on 5 December 2015.
- 6 Definitions**

In these Regulations –  
**Aboriginal person** has the same meaning as in the **Aboriginal Heritage Act 2006**;  
**Aboriginal tradition** has the same meaning as in the **Aboriginal Heritage Act 2006**;  
**aircraft** includes aeroplanes, helicopters, gliders, hot air balloons, hang gliders and parachutes;  
**authorised officer** means a person appointed under Part 9 of the **Conservation, Forests and Lands Act 1987** as an authorised officer for the purposes of the **Crown Land (Reserves) Act 1978**;

**camp** means –

- (a) to erect, occupy or use a tent or any similar form of accommodation including a swag; or
- (b) to erect, park, occupy or use a caravan, camper van or other movable form of accommodation or temporary structure;

**contractor** includes any sub-contractor of a contractor;

**fauna** means any animal-life which is indigenous to Victoria whether vertebrate or invertebrate and in any stage of biological development and includes any other living thing generally classified as fauna, but does not include humans or fish;

**firearm** has the same meaning as in the **Firearms Act 1996**;

**fireplace** means a facility constructed of stone, metal, concrete or other non-flammable material for the lighting and maintaining of fires;

**flora** means any plant-life which is indigenous to Victoria whether vascular or nonvascular and in any stage of biological development and includes any other living thing generally classified as flora;

**life-saving aid** includes any life-saving equipment, life-hook, drag, grapnel, lifebuoy, warning sign, barrier, fire extinguisher, hose or similar equipment;

**navigational aid** means any lighthouse, navigational dolphin, buoy, beacon, signal, flag or similar equipment and any adjacent supporting structure or post;

**Parks Victoria** means the body corporate established by Part 2 of the **Parks Victoria Act 1998**;

**reserve** means the reserves described in the schedule to the regulations.

**Secretary** means the body corporate established by Part 2 of the **Conservation, Forests and Lands Act 1987**;

**stone** has the same meaning as in the **Mineral Resources (Sustainable Development) Act 1990**;

**the Act** means the **Crown Land (Reserves) Act 1978**;

**tour operator licence** has the same meaning as in the Act;

**Traditional Owner** means an Aboriginal person who is a member of a family or clan group that is recognised as having responsibility under Aboriginal tradition for an area or areas of land;

**vehicle** has the same meaning as in the **Road Safety Act 1986**;

**vessel** has the same meaning as in the **Marine Act 1988**.

## 7 Exemptions from the operation of the regulations

- (1) These Regulations do not apply to any of the following persons when acting in the course of that person's duties –
  - (a) a member of the police force;
  - (b) an authorised officer;
  - (c) a person employed under Part 3 of the **Public Administration Act 2004** or an employee of Parks Victoria;
  - (d) a contractor, volunteer or other person carrying out any work for or acting on the instructions of the Secretary or Parks Victoria;
  - (e) a person dealing with a fire, flood or other public emergency, when authorised to do so by or under an Act of Parliament or regulations made under such an Act.

- (2) A person acting in accordance with a lease, licence, tenancy or permit granted or issued under the Act or an Act relating to Crown land, over any land in the reserve, is not subject to these Regulations, to the extent that the activities authorised by that lease, licence, tenancy or permit are inconsistent with these Regulations.

**8 Exemption – Aboriginal tradition**

- (1) Subject to subregulation (2), nothing in these Regulations is intended to affect a Traditional Owner's ability to undertake an Aboriginal tradition.
- (2) Subregulation (1) does not apply to regulation 15.

**PART 2 – POWERS OF MINISTER**

**9 Areas set aside for particular purposes**

- (1) The Minister may determine that a specified area or areas in the reserve be set aside for one or more of the following purposes –
- (a) the parking of vehicles or particular classes of vehicles;
  - (b) bringing animals into or leaving animals in or allowing animals to remain in that particular part of the reserve;
  - (c) riding, leading or driving horses, donkeys or camels or drawing vehicles by horses, donkeys or camels;
  - (d) leaving horses, donkeys or camels unbridled or unattended;
  - (e) exercising dogs off-lead;
  - (f) the lighting or maintaining of fires or barbecues using liquid or gaseous fuel;
  - (g) the conducting of sporting contests, demonstrations or training classes;
  - (h) the conducting of animal shows or competitions;
  - (i) the launching, landing, loading, unloading, mooring or operation of vessels generally or vessels of a particular class;
  - (j) the landing, launching, flying, controlling or operating of motorised model aircraft;
  - (k) fishing.
- (2) The Minister may –
- (a) determine the times at which, or the periods during which, each area set aside under subregulation (1) may be used for the purpose for which it is set aside; and
  - (b) cause signs or notices to be erected or displayed indicating each area set aside under subregulation (1) and the purpose for which the area is set aside.

**10 Areas set aside where access is prohibited**

- (1) The Minister may determine that a specified area or areas of the reserve be an area or areas where access is prohibited –
- (a) for the protection of flora or fauna;
  - (b) for the protection of geological, geomorphological, archaeological, cultural or historic features or values;
  - (c) for the planting of trees, shrubs, grass or other vegetation;
  - (d) for the protection of –
    - (i) works; or
    - (ii) catchments; or
    - (iii) water quality of waterways;
  - (e) for the reclamation of land;

- (f) for the re-establishment of vegetation;
- (g) for public safety.
- (2) The Minister may –
  - (a) determine the times at which, or the periods during which, access is prohibited to each area set aside under subregulation (1); and
  - (b) cause signs or notices to be erected or displayed indicating each area set aside to which access is prohibited.

#### **11 Areas set aside where certain activities are prohibited**

- (1) The Minister may determine that a specified area or areas in the reserve be an area or areas where the carrying on of all or any of the following activities is prohibited –
  - (a) engaging in a specified sport or a specified recreational activity;
  - (b) possessing or carrying glass bottles, glass containers or glass utensils;
  - (c) possessing alcohol;
  - (d) causing vehicles or vehicles of a particular class to enter or remain in that particular part of the reserve.
- (2) The Minister may –
  - (a) determine the times at which, or the periods during which, the activity is prohibited in each area set aside under subregulation (1);
  - (b) cause signs or notices to be erected or displayed indicating each area set aside in which the activity is prohibited.

### **PART 3 – USE AND CONTROL OF THE RESERVE**

#### **12 General prohibitions**

- (1) A person must not, in the reserve, fell, pick, remove or damage any tree, shrub, plant, wildflower or other vegetation, whether dead or alive.
- (2) A person must not, in the reserve, disturb, harass, capture, kill or injure any animal or destroy, disturb or interfere with the habitat, nest or burrow of any animal.
- (3) A person must not, in the reserve, remove or damage or interfere with any rock or natural feature.
- (4) A person must not, in the reserve, possess any bow, arrow, firearm, poison, trap, snare, net, spear gun, spear or similar implement.
- (5) A person must not, in the reserve, engage in any activity in a manner that may endanger or disturb other persons.
- (6) A person must not, in or from the reserve, do anything which is likely to pollute any waterway or conduct any activity which may pollute water.
- (7) A person must not, in the reserve, remove or interfere with any life-saving aid unless the person does so for the purpose of saving life or in the course of official duties.
- (8) A person must not enter an area in the reserve set aside under regulation 10(1) as an area to which access is prohibited.

#### **13 Signs and structures etc.**

- (1) A person must not remove, damage, displace or interfere with a sign, structure or navigational aid in the reserve.
- (2) A person must not, in the reserve, erect or place any structure or any inflatable castle or similar inflatable device.
- (3) Subregulation (2) does not apply to a person who –
  - (a) holds a permit to engage in an activity referred to in subregulation (2) in the part of the reserve for which the permit is issued; and
  - (b) is acting in accordance with the permit.

- (4) The Minister may issue a permit to a person to engage in an activity referred to in subregulation (2) in the whole or any part of the reserve.

#### 14 Commercial activities

- (1) In the reserve a person must not –
- (a) solicit or collect money; or
  - (b) display any sign or hand out or disseminate any material including a pamphlet or hand bill; or
  - (c) cause or permit the use of any device to generate or amplify sounds (including any loud hailer, public address system or musical instrument) in a way which may disturb other people; or
  - (d) sell, trade or hire, any goods or services, or advertise, offer or display any goods or services for sale, trade or hire; or
  - (e) take any photograph, film, video or audio recording, or make any television or radio broadcast for commercial purposes; or
  - (f) offer or display any vehicle for hire, or carry passengers for reward; or
  - (g) undertake any other commercial activity.
- (2) Subregulation (1) does not apply to a person who –
- (a) holds a permit to engage in an activity referred to in subregulation (1) in the part of the reserve for which the permit is issued; and
  - (b) is acting in accordance with the permit.
- (3) The Minister may issue a permit to a person to engage in an activity referred to in subregulation (1) in the whole or any part of the reserve.
- (4) Subregulation (1)(f) does not apply to any person operating a commercial passenger vehicle within the meaning of section 86 of the **Transport Act 1983**.
- (5) In this regulation, ‘commercial activity’ does not include –
- (a) an activity to which regulation 29(1), 30(1) or 31(1) applies; or
  - (b) an organised tour or recreational activity for profit which requires a tour operator licence.

#### 15 Fire

- (1) A person must not light or maintain a fire or barbecue in the reserve, except in accordance with subregulation (2).
- (2) A person may light or maintain a fire or barbecue –
- (a) if the person does so at a time and during a period when the lighting of fires is not prohibited under any Act; and
  - (b) if the person does so in a fireplace or barbecue provided for that purpose, or in a fireplace or barbecue that is in an area set aside under regulation 9(1) for that purpose.
- (3) If a person lights or maintains a fire or barbecue in an area set aside under regulation 9(1) for that purpose, the person must ensure that –
- (a) the fire or barbecue is lit and maintained using liquid or gaseous fuel; and
  - (b) the fire or barbecue is contained in an appliance designed and commercially manufactured to use that fuel; and
  - (c) when alight, the fire or barbecue is placed in a stable position; and
  - (d) the ground and airspace within a distance of 3 metres of the fire or barbecue are clear of flammable material.

- (4) A person who has lit or maintained a fire or barbecue in accordance with this regulation must extinguish that fire or barbecue before leaving the place of the fire or barbecue.

**16 Vehicles**

- (1) A person must not cause a vehicle to enter or remain in any part of the reserve set aside under regulation 11(1) as an area in which it is prohibited to cause vehicles to enter or remain.
- (2) A person must not cause a vehicle of a particular class to enter or remain in any part of the reserve set aside under regulation 11(1) as an area in which it is prohibited to cause vehicles of that particular class to enter or remain.

**17 Parking of vehicles**

- (1) A person must not park a vehicle in the reserve except –
- (a) in an area set aside under regulation 9(1) for that purpose; and
  - (b) in accordance with the terms of the determination of the Minister under which the area has been set aside.
- (2) A person must not park a vehicle in an area of the reserve set aside for the parking of vehicles of a particular class unless –
- (a) that person is parking a vehicle of that class; and
  - (b) that person is acting in accordance with the terms of the determination of the Minister under which the area has been set aside.

**18 Vessels**

A person must not launch, land, load, unload, moor or operate a vessel in the reserve except –

- (a) in an area set aside under regulation 9(1) for that purpose; and
- (b) in accordance with the terms of the determination of the Minister under which the area has been set aside.

**19 Animals**

- (1) A person must not bring an animal into the reserve, or leave or allow an animal to remain in the reserve, except in an area set aside under regulation 9(1) for that purpose.
- (2) A person must not allow an animal in his or her care and control to stray or wander into the reserve.
- (3) A person who has an animal in his or her care and control in the reserve must ensure that –
- (a) the animal is kept under his or her effective control; and
  - (b) subject to regulations 19, 20(2) and 29(3), the animal is restrained by a lead, halter or other similar means; and
  - (c) the animal does not interfere with the use and enjoyment of that land by other persons or animals.
- (4) Subregulation (1) does not apply to a disabled person who brings a dog or other animal into the reserve to assist that person with respect to that person's disability.
- (5) A person in charge of an animal in the reserve must take reasonable steps to ensure that any part of that animal's excrement does not remain in the reserve or is placed in a receptacle provided for that purpose.
- (6) In this regulation, 'animal' includes fish.

**20 Exercising dogs off-lead**

A person must not exercise a dog off-lead in the reserve, except in an area set aside under regulation 9(1) for that purpose.

**21 Additional provisions for horses, donkeys and camels**

- (1) A person must not ride, lead or drive a horse, donkey or camel or draw a vehicle by a horse, donkey or camel in the reserve except –
  - (a) in an area set aside under regulation 9(1) for that purpose; and
  - (b) in accordance with the terms of the determination of the Minister under which the area is set aside.
- (2) A person must not leave a horse, donkey or camel unbridled or unattended in the reserve except –
  - (a) in an area set aside under regulation 9(1) for that purpose; and
  - (b) in accordance with the terms of the determination of the Minister under which the area is set aside.
- (3) A person must not ride or drive a horse, donkey, or camel abreast of more than one other horse, donkey or camel on any path, track or road in the reserve.
- (4) A person must not ride or drive a horse, donkey or camel in any manner which may disturb or be dangerous to any person or fauna or damage flora in the reserve.
- (5) A person must not allow a horse, donkey or camel which is under that person's care or control to damage any part of any tree or a shrub in the reserve.

**22 Camping**

- (1) A person must not camp in the reserve.
- (2) Subregulation (1) does not apply to a person who –
  - (a) holds a permit to camp in the part of the reserve for which the permit is issued; and
  - (b) is acting in accordance with the permit.
- (3) The Minister may issue a permit to a person to camp in the whole or any part of the reserve.

**23 Fishing**

A person must not fish or attempt to take fish in the reserve, except in an area set aside under regulation 9(1) for that purpose.

**24 Sport or recreational activity**

A person must not engage in a specified sport or a specified recreational activity in any part of the reserve set aside under regulation 11(1) as an area in which engaging in that specified sport or recreational activity is prohibited.

**25 Glass bottles and containers**

A person must not possess or carry any glass bottle, glass container or glass utensil in any part of the reserve set aside under regulation 11(1) as an area in which the possession or carriage of glass bottles, glass containers or glass utensils is prohibited.

**26 Alcohol**

A person must not possess alcohol in any part of the reserve set aside under regulation 11(1) as an area in which the possession of alcohol is prohibited.

**27 Aircraft**

- (1) A person must not, in the reserve, land, launch, fly, control or operate any aircraft.
- (2) A person must not, in the reserve –
  - (a) land by parachute; or
  - (b) deliver any thing by aircraft.



- (3) Subregulation (1) does not apply to a person who –
  - (a) holds a permit to engage in an activity referred to in subregulation (1) in the part of the reserve for which the permit is issued; and
  - (b) is acting in accordance with the permit.
- (4) Subregulation (2) does not apply to a person who –
  - (a) holds a permit to engage in an activity referred to in subregulation (2) in the part of the reserve for which the permit is issued; and
  - (b) is acting in accordance with the permit.
- (5) The Minister may issue a permit to a person to engage in an activity referred to in subregulation (1) or (2) in the whole or any part of the reserve.
- (6) Subregulations (1) and (2) do not apply in an emergency.
- (7) A person must not in the reserve, land, launch, fly, control or operate a motorised model aircraft except in an area set aside under regulation 9(1) for that purpose.

**28 Generators, air compressors and other equipment**

- (1) A person must not, in the reserve, operate any portable or stationary generator, air compressor, chainsaw or oxy-acetylene or electrical cutting or welding apparatus.
- (2) Subregulation (1) does not apply to a person who –
  - (a) holds a permit to engage in an activity referred to in subregulation (1) in the part of the reserve for which the permit is issued; and
  - (b) is acting in accordance with the permit.
- (3) The Minister may issue a permit to a person to engage in an activity referred to in subregulation (1) in the whole or any part of the reserve.

**29 Sporting, demonstration or training events**

- (1) A person must not conduct, in the reserve, any sporting contest, demonstration or training class, except in an area set aside under regulation 9(1) for that purpose.
- (2) A person must not, in an area of the reserve set aside under regulation 9(1) for the purpose of conducting any sporting contest, demonstration or training class, conduct such a sporting contest, demonstration or training class unless that person –
  - (a) holds a permit to engage in that activity in the part of the set aside area for which the permit is issued; and
  - (b) is acting in accordance with the permit.
- (3) The Minister may issue a permit to a person to engage in an activity referred to in subregulation (2) in the whole or any part of any area set aside under regulation 9(1) for that purpose.

**30 Animal shows and competitions**

- (1) A person must not conduct, in the reserve, any animal show or competition, except in an area set aside under regulation 9(1) for that purpose.
- (2) A person must not, in an area of the reserve set aside under regulation 9(1) for the purpose of conducting an animal show or competition, conduct such an animal show or competition unless that person –
  - (a) holds a permit to engage in that activity in the part of the set aside area for which the permit is issued; and
  - (b) is acting in accordance with the permit.
- (3) The Minister may issue a permit to a person to engage in an activity referred to in subregulation (2) in the whole or any part of any area set aside under regulation 9(1) for that purpose.

**31 Special events**

- (1) A person must not, in the reserve, conduct any –
  - (a) fete, carnival, concert or other public event; or
  - (b) private event for 100 or more persons; or
  - (c) commercial event.
- (2) Subregulation (1) does not apply to a person who –
  - (a) holds a permit to engage in an activity referred to in subregulation (1) in the part of the reserve for which the permit is issued; and
  - (b) is acting in accordance with the permit.
- (3) The Minister may issue a permit to a person to engage in an activity referred to in subregulation (1) in the whole or any part of the reserve.
- (4) In this regulation ‘commercial event’ does not include an activity to which regulation 29 or 30 applies.

**32 Use of toilets, showers and other facilities**

- (1) A person must not enter or use an amenity or facility in the reserve designated for the use of persons of the opposite sex.
- (2) Subregulation (1) does not apply to the entering or use of an amenity or facility by a child under the age of 6 years when accompanied by an adult.

**33 Stones and objects**

A person must not propel or throw any stone or other object in or from the reserve in a manner that is likely to cause danger, disturbance or damage.

**34 Gates**

A person must not leave any gate in the reserve open unless the gate is already open.

**35 Umbrellas**

- (1) A person must not erect or use an umbrella or similar device for providing shade or weather protection in the reserve.
- (2) Subregulation (1) does not apply to a person who erects or uses an umbrella or similar device that –
  - (a) is used by holding and controlling the device by hand; or
  - (b) is securely anchored –
    - (i) by means of a bag filled with at least 5 kilograms dry weight of sand, soil or other substance securely tied to the device; or
    - (ii) by means of a device with an equivalent effect to an anchoring device referred to in sub-paragraph (i).

**36 Digging or removing stone**

A person must not –

- (a) dig or remove from the reserve; or
- (b) take into the reserve;  
any stone.

**37 Permits**

- (1) A permit issued under regulation 13(4), 14(3), 22(3), 27(5), 28(3), 29(3) 30(3) or 31(3) authorises the holder to enter and use a particular part of the reserve –
  - (a) for the purpose specified in the permit; and
  - (b) for the period specified in the permit; and
  - (c) subject to any terms and conditions in respect of that entry or use determined by the Minister and specified in the permit.

- (2) The holder of a permit must comply with any terms and conditions of that permit.
- (3) The Minister may cancel a permit at any time if the holder of the permit has –
  - (a) breached the conditions of the permit; or
  - (b) breached these Regulations.
- (4) Upon cancellation under subregulation (3) of a permit, the Minister must, within a reasonable time after the cancellation, notify the holder of the permit in writing of the cancellation of the permit.

**38 Directions by authorised officers**

An authorised officer may direct any person who that officer believes on reasonable grounds has contravened these Regulations to leave the reserve or any part of the reserve.

**Schedule****RESERVES TO WHICH THE CROWN LAND (RESERVES) (METROPOLITAN PARKS) REGULATIONS 2011 APPLY****Braeside Park**

The land in the Parish of Mordialloc comprising Parcels 1 (Crown Allotment 1A, Section 20) and 2 (Crown Allotment 4, Section 21) as shown outlined red on Plan No. LEGL./01-95 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001;

**Cardinia Creek Parklands**

The land in the Township of Berwick and Parishes of Berwick and Pakenham comprising Parcels 3 to 9 inclusive as shown outlined red on Plan No. LEGL./01-96 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001; and Crown Allotments 2006 and 2007 Parish of Berwick and Crown Allotment 2006, Parish of Pakenham, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978**;

**Dandenong Valley Parklands**

The land in the Parishes of Nunawading, Scoresby, Mulgrave and Narree Worran comprising Parcels 10 to 29 inclusive as shown outlined red on Plan No. LEGL./01-97 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001;

**Lower Maribyrnong Parklands**

The land in the Township of Braybrook and Parishes of Doutta Galla and Cut-paw-paw comprising Parcels 30 to 39 inclusive, 41 to 45 inclusive and Parcel 47 as shown outlined red on Plan No. LEGL./01-98 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001; and Crown Allotments 2042 and 2043, Parish of Doutta Galla and Crown Allotment 2051, Parish of Cut-paw-paw, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978**;

**Maribyrnong Valley Parklands**

The land in the Township of Keilor and Parishes of Maribyrnong and Doutta Galla comprising Parcels 54 to 69 inclusive as shown outlined red on Plan No. LEGL./01-100 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001; and Crown Allotment 2037, Parish of Doutta Galla and Crown Allotment 2090, Parish of Cut-paw-paw, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978**;

**Merri Creek land**

The land in the Parish of Wollert comprising Parcel 70 (Crown Allotment 1, Portion 1) as shown outlined red on Plan No. LEGL./01-101 lodged in the Central Plan Office, being land temporarily reserved for preservation of an area of ecological significance and preservation of species of native plants purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001; and Crown Allotments 2054, 2055, 2056 and 2057, Parish of Keelbundora, Crown Allotments 2012 and 2014, Parish of Yuroke and Crown Allotment 2027, Parish of Will Will Rook, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978**;

**Patterson River land**

The land in the Parish of Lyndhurst comprising Parcel 71 (Crown Allotment 101G, No Section) as shown outlined red on Plan No. LEGL./01-102 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001;

**Plenty Gorge Parklands**

The land in the Parishes of Morang, Keelbundora and Nillumbik comprising Parcels 72 to 94 inclusive as shown outlined red on Plan No. LEGL./01-103 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001; and Crown Allotments 2003, 2005, 2006, 2007, 2009, 2010, 2011, 2012, 2015, 2016, 2023 and 2024, Parish of Morang, Crown Allotment 2029, Parish of Keelbundora and Crown Allotments 2011 and 2031, Parish of Nillumbik, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978**;

**Sandbelt Parklands**

The land in the Parish of Mordialloc comprising Parcel 99 (Crown Allotment 1A, Section 9) as shown outlined red on Plan No. LEGL./01-105 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001;

**Wattle Park**

The land, being an area of 55.3 ha, more or less, of land in the Parish of Nunawading, deemed to be permanently reserved for public purposes and being in particular the purposes of conservation, recreation, leisure and tourism, by section 189 of the **Water Industry Act 1994**;

**Yarra River land**

The land in the Parishes of Jika Jika and Boroondara comprising Parcel 48 and Parcels 50 to 53 inclusive as shown outlined red on Plan No. LEGL./01-99 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001; and Crown Allotments 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325 and 2557, Parish of Jika Jika, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978**;

**Yarra Valley Parklands**

The land in the Townships of Heidelberg, Eltham and Templestowe and Parishes of Keelbundora, Nillumbik, Warrandyte and Bulleen and comprising Parcels 100 to 138 inclusive as shown outlined red (excluding that portion outlined in blue) on Plan No. LEGL./01-106 lodged in the Central Plan Office, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978** by Order in Council dated 4 December 2001, published in the Government Gazette of 4 December 2001; and Crown Allotment 2045, Parish of Kneelbundora, Crown Allotments 2014, 2026 and 2027, Parish of Nillumbik and Crown Allotments 2028 and 2031, Parish of Warrandyte, being land temporarily reserved for conservation, recreation, leisure and tourism purposes under the **Crown Land (Reserves) Act 1978**.

#### NOTES

1. A person who contravenes any one of these Regulations is liable to the imposition of penalties as set out in section 13(5) or (6) of the **Crown Land (Reserves) Act 1978**.
2. In addition to these Regulations the following laws also apply with respect to –

##### **Fishing**

Fishing is governed by the **Fisheries Act 1995** and Regulations under that Act, and failure to adhere to that legislation may result in the imposition of penalties under that Act and those Regulations.

##### **Litter**

The depositing of litter in the reserve is prohibited under the **Environment Protection Act 1970** and a person who does so is liable to the imposition of penalties under that Act.

##### **Motor Vehicles**

Under the Land Conservation (Vehicle Control) Regulations 2003, motor vehicles are prohibited from being within a reserve except on a road, in a parking area or in an area declared to be a free access area. A person who contravenes those Regulations is liable to the imposition of penalties under those Regulations.

##### **Fire**

The **Country Fire Authority Act 1958**, in addition to regulation 15, also governs the lighting of fires. A person who fails to comply with that Act is liable to the imposition of penalties under that Act.

##### **Wildlife**

The taking, hunting or destroying of wildlife, including game, is regulated under the **Wildlife Act 1975**. A person who fails to comply with the requirements of that Act is liable to the imposition of penalties under that Act.

Dated 23 December 2011

MICHAEL GOOEY  
Director Public Land Management and Use  
as delegate of the Minister for Environment and Climate Change

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**Electricity Industry Act 2000**

SIMPLY ENERGY (ABN 67 269 241 237) A PARTNERSHIP COMPRISING  
IPOWER PTY LTD (ACN 111 267 228) AND IPOWER2 PTY LTD (ACN 070 374 293)

Pursuant to sections 40FF and 40G of the **Electricity Industry Act 2000** Simply Energy publishes its TFiT scheme terms and conditions, premium solar feed-in tariff terms and conditions and general renewable energy feed in terms and conditions. Any previous offer for the purchase of small renewable energy generation electricity or qualifying solar energy generation electricity ceases to be effective from the date of this notice.

**Feed-in electricity contract**

Your *feed-in electricity contract* consists of this *contract sheet* and the feed-in terms. There is no term and no early termination fee.

**Sale contract**

The *contract* has no legal force unless and until you have a contract with us for the sale of electricity to the *premises* under which we have started to sell you electricity (***sale contract***) and, if the *contract* is a *premium solar feed-in contract* or a *TFiT solar feed-in contract*, the *sale contract* is one of our market offers generally available as at the date you enter into the *contract* with us.

**Premium solar feed-in contract**

The *premium solar feed-in contract* is not available to new applicants. Your *premises* must already be assigned by your distributor to the *premium feed-in scheme* at the time you apply to us.

**Generation facility**

Another condition under the contract is that the *generation facility* must be either a *TFiT scheme generating facility*, *qualifying solar energy generation facility* or a *small renewable energy generation facility*.

A *qualifying solar energy generation facility* or a *TFiT scheme generating facility* is a photovoltaic generating facility that has an installed or name-plate generating capacity of 5 kilowatts or less that is (or will be) connected to a distribution system and:

- (i) is at a property that a person occupies as their principal place of residence; or
- (ii) at one or more properties –
  - (A) that the person occupies, otherwise than as a place of residence, by means of one qualifying solar energy generating facility at each of those properties; and
  - (B) at which the person's annual consumption rate of electricity is 100 megawatt hours or less for the relevant *supply point*.

A *small renewable energy generation facility* is a wind energy, solar energy, hydro or biomass energy generation facility that is (or will be) connected to a distribution system, has an installed or name-plate generating capacity of less than 100 kilowatts and is not a *qualifying solar energy generation facility* or a *TFiT scheme generating facility*.

**Prices, charges and GST**

Depending on whether the *generation facility* is a *TFiT scheme generating facility*, *qualifying solar energy generation facility* or a *small renewable energy generation facility*, the *contract* will be either a *TFiT solar feed-in contract* under which we pay \$0.25 per kilowatt-hour exclusive of GST, a *premium solar feed-in contract* under which we pay \$0.60 per kilowatt-hour exclusive of GST or a *general renewable energy feed-in contract* under which we pay an amount in \$ per kilowatt-hour exclusive of GST which is the same as the *energy charge(s)* exclusive of GST under the *sale contract*.

## **1. YOUR FEED-IN ELECTRICITY CONTRACT**

### **1.1 The scope of the contract**

These feed-in terms form part of a contract you have entered into with us for the purchase by us of your *feed-in electricity*. The other part of the *contract* is the *contract sheet*.

### **1.2 Sale and purchase of your feed-in electricity**

You agree to sell to us and we agree to purchase from you your *feed-in electricity*.

### **1.3 Conditions**

The *contract* has no legal force unless and until:

- a. you have a contract with us for the sale of electricity to the *premises (sale contract)* under which we have started to sell you electricity;
- b. you are the owner and operator of the *generation facility* identified in the *contract sheet*;
- c. if the *contract* is a *TFiT solar feed-in contract*:
  1. you are a *TFiT scheme customer* in respect of the *generation facility* and the *premises*;
  2. the *generation facility* is a *TFiT scheme generating facility*;
  3. the *sale contract* is one of our market offers generally available as at the date you enter into the *contract* with us; and
  4. an interval meter is installed to record your *feed-in electricity*; and
- d. if the *contract* is a *premium solar feed-in contract*:
  1. you are a *qualifying customer* in respect of the *generation facility* and the *premises*;
  2. the *generation facility* is a *qualifying solar energy generating facility*;
  3. the *sale contract* is one of our market offers generally available as at the date you enter into the *contract* with us; and
  4. an interval meter is installed to record your *feed-in electricity*; and
- e. if the *contract* is a *general renewable energy feed-in contract*:
  1. you are a *relevant generator* in respect of the *generation facility*;
  2. the *generation facility* is a *small renewable energy generation facility*; and
- f. you have indicated in the *contract sheet* that your consent to entering into the *contract* is explicit and informed.

### **1.4 Multiple premises**

If we have agreed to purchase *TFiT scheme electricity* or *qualifying solar energy generation electricity* from you at more than one *premises* at which there is a *TFiT scheme generating facility* or a *qualifying solar energy generation facility*, then we actually have a separate *contract* for each *premises*.

### **1.5 Understanding these feed-in terms**

Words appearing in these feed-in terms *like this* have a special meaning and are defined either in the *Act* or in paragraph 16.6. Paragraph 16.7 includes some further rules for interpreting these feed-in terms.

## **2. WHEN THE CONTRACT STARTS AND WHEN IT EXPIRES**

### **2.1 When the contract starts**

The *contract* starts when you accept our offer to purchase your *feed-in electricity*, whether you do this by signing and returning the *contract sheet* to us before the offer expiry date or by verbally accepting our offer or accepting online, and each of the conditions set out in paragraph 1.3 is met.



## 2.2 When we start purchasing your *feed-in electricity*

Although the *contract* may have started, we do not start purchasing your *feed-in electricity* unless and until:

- a. the *generation facility* is connected to the *network*;
- b. you have installed or procured the installation of a meter capable of recording your *feed-in electricity* and the meter is effectively allocated by the *market and system operator* to us; and
- c. we are otherwise reasonably satisfied with the connection and metering arrangements.

## 2.3 When the *contract* expires

- a. Unless it is terminated earlier under paragraph 12, the *contract* will continue from when we start purchasing your *feed-in electricity* for the term stated in the *contract sheet* (or, if no term is stated, until midnight 31 October 2024 in respect of a *premium solar feed-in contract* and 31 December 2016 in respect of a *TFiT solar feed-in contract*).
- b. We will send you a notice before the term expires advising you of your options. In that notice we may offer to extend the term of the *contract* together with *contract* variations. If you do not enter into another contract for your *feed-in electricity* before the term of the *contract* expires, you will be taken to have accepted the offer and the *contract* will be varied accordingly.
- c. If the term of the *contract* expires without any such extension, then the *contract* is instead to continue indefinitely on the same terms until the *contract* is varied or is terminated.

## 3. CONNECTING THE *GENERATION FACILITY*

### 3.1 Connection

The *generation facility* must be connected to the *network*.

### 3.2 Requesting connection

On request, we will make a request to your distributor to connect the *generation facility* to the *network* and, if this has not already been arranged, we will use our best endeavours to facilitate your agreement with the distributor for the connection of the *generation facility* to the *network* and for the reassignment of your network tariff. We will make the request for connection as soon as practicable and in any event within one *business day* of you paying any connection charge and providing us with the following information (some of which we may already have):

- a. acceptable identification;
- b. your contact details;
- c. if you rent your *premises*, contact details for the owner of the *premises* or the owner's agent;
- d. any documents required under the **Electricity Safety Act 1998** (Vic.);
- e. any other documents reasonably required either by us or your distributor.

### 3.3 Connection and metering installation charges

Any connection and metering installation charges the distributor imposes on us will be directly passed through to you at cost and you must reimburse us for those charges.

## 4. PRICES FOR *FEED-IN ELECTRICITY*

### 4.1 Price for *TFiT scheme electricity*

If the *contract* is a *TFiT solar feed-in contract* then, for each kilowatt-hour of *TFiT scheme electricity* we purchase from you during your *TFiT scheme period*, we will pay you \$0.25 exclusive of *GST*.

**4.2 Price for *qualifying solar energy generation electricity***

If the *contract* is a *premium solar feed-in contract* then, for each kilowatt-hour of *qualifying solar energy generation electricity* we purchase from you during your *premium solar feed-in tariff period*, we will pay you \$0.60 exclusive of *GST*.

**4.3 Price for *small renewable energy generation electricity***

If the *contract* is a *general renewable energy feed-in contract* then;

- a. for each kilowatt-hour of *small renewable energy generation electricity* we purchase from you, we will pay you an amount exclusive of *GST* being the same as the *energy charge(s)* exclusive of *GST* that would be payable to us by you under the *sale contract* for one kilowatt-hour of electricity supplied to you at the same time; and
- b. on request we will provide details of any variation to *energy charges*. We will provide this information as soon as practicable and in any event no later than your next *electricity bill*.

**5. CREDITS AND PAYMENTS****5.1 Credits**

We will credit amounts we owe you under paragraph 4 for your *feed-in electricity* against your *electricity bills* as follows:

- a. we will credit an amount that arises during a period in which we sell electricity to you against the *charges* in the *electricity bill* that relates to that period;
- b. if, in a period we sell electricity to you, the amount that arises during that period exceeds the *charges* in the *electricity bill* for that period, we will credit the excess amount against the *charges* in the *electricity bill* that relates to the next period we sell electricity to you and, if and to the extent necessary, carry that excess amount forward until it may be credited against the *charges* in a subsequent *electricity bill*.

**5.2 Payments**

On request we will pay you any excess amount or carried forward excess amounts. We will likewise pay you any excess amount or carried forward excess amounts when the *contract* expires or is terminated unless at that time we are able to credit the excess amount or carried forward excess amounts against amounts you owe under the *sale contract* or another contract with us for the sale of electricity to the *premises* or another premises.

**5.3 No bills**

In view of how credits are to be applied and payments made under paragraphs 5.1 and 5.2 but subject to paragraph 15.3, neither you nor we are to prepare any bills for the *feed-in electricity* we purchase from you.

**5.4 Credits based on meter readings**

- a. As a general rule we will base your credits on readings of your meter.
- b. However we may base a credit on a *lawful* estimate of the *feed-in electricity* we have purchased if you did not make your meter accessible or access was not possible for reasons outside our control. If we do this and we subsequently obtain a meter reading or more reliable data, we will adjust your next credit as appropriate.
- c. In any event we will use our best endeavours to ensure your meter is read at least once in any 12 month period.
- d. If you ask us to replace an estimated credit with one based on a meter reading, we will do so and, if the credit was based on an estimate because an attempt to read your meter was unsuccessful due to an act or omission on your part, may impose a fair and reasonable charge on you.

**5.5 You can ask for a review**

If you ask us to review the amount of credit we will do so. If the review shows the credit is correct, you must allow the credit or request a meter test which you must pay for if the test shows the meter is compliant. Should the review uncover an error, we will adjust the credit.

**5.6 Adjustments**

- a. If we have under-credited you (or not credited you at all), we will credit the under-credited amount on the same basis we are required to repay overcharged amounts under the *sale contract*.
- b. If we have over-credited you, we may recover from you what has been over-credited on the same basis we may recover undercharged amounts under the *sale contract* except that we will deduct the over-credited amount from credits included in your *electricity bills*.

**6. ADMINISTRATION FEE AND OTHER CHARGES****6.1 Administration fee**

You must pay us any administration fee set out in the *contract sheet*.

**6.2 Changes in law**

We may charge you amounts that are reasonable having regard to increases in costs we incur in purchasing your *feed-in electricity* resulting from any change in *law* or change in the manner in which a regulator or other government agency officially interprets or applies the *law*.

**6.3 Deductions**

We will deduct the amount of any administration fee or other amounts we are entitled to charge you under the *contract* from the amount of credits included in your *electricity bills*.

**7. YOUR OBLIGATIONS****7.1 The generation facility**

In installing the *generation facility*, connecting it to the *network* and supplying *feed-in electricity*, you must comply with the *law*.

**7.2 Meters**

You must:

- a. pay for a meter capable of your recording your *feed-in electricity* and pay for the installation and maintenance of that meter;
- b. protect and not interfere with or damage the meter or *supply point* and promptly notify us of any problems with them;
- c. give the *meter readers*, our personnel and your distributor, any of whom will be carrying official identification and will show it to you if you ask, safe, convenient and unhindered access at all reasonable times to the meter and the *supply point* for any reasonable purpose required;
- d. comply with directions from us or your distributor about the meter or the *supply point*;
- e. pay for additional or replacement meters if yours needs change.

**7.3 Safety and emergencies**

You must at all times:

- a. maintain the *generation facility* in a safe condition;
- b. allow only accredited electricians to perform any work on the *generation facility*;
- c. keep all vegetation, structures and vehicles at your *premises* clear of the *generation facility*;

- d. advise us or your distributor of any matter that may threaten any person's health or safety or the integrity of the network as soon as you become aware of such matters; and
- e. comply with directions from us or your distributor in an emergency in accordance with the law.

## 8. RECS

Unless otherwise agreed with us in writing, your *contract* does not assign to us any rights to create or other interests in *RECs* generated by your *generation facility*.

## 9. PROVISION OF INFORMATION

### 9.1 Information we need

At least 14 *business days* prior to a relevant change, you must notify us if:

- a. the *generation facility* will cease to be:
  - 1. a *TFiT generating facility*, if the *contract* is a *TFiT solar feed-in contract*; or
  - 2. a *qualifying solar energy generating facility*, if the *contract* is a *premium solar feed-in contract*; or
  - 3. a *small renewable energy generation electricity facility*, if the *contract* is a *general renewable energy feed-in contract*;
- b. your contact details change; or
- c. there will be a change to the generating capacity of the generating facility regardless of whether the proposed change has the effect of bringing the total capacity to an amount greater than 5 kilowatts.

### 9.2 Information we will give you

- a. On request, we will provide you with information about offers we may make for *feed-in electricity*. We will provide this information within 10 *business days* of your request and, if you want, in writing.
- b. We will also provide you with historical data on the *generation facility* and your *feed-in electricity*. We will provide this data on the same basis as we are required to provide historical information on electricity we have sold you under the *sale contract*.
- c. We will retain historical data on the *generation facility* and your *feed-in electricity* for at least two years, even if your *feed-in electricity contract* and your *sale contract* with us may have terminated.

## 10. INTERRUPTIONS

### 10.1 Interruptions may occur

You agree that the supply of *feed-in electricity* to the *network* may be interrupted in certain circumstances and that, in those circumstances, you will comply with directions from us or your distributor. The relevant circumstances are when a supply interruption:

- a. is allowed or required under the *law*;
- b. occurs for reasons beyond our control;
- c. occurs because of steps taken by your distributor or the *market and system operator*;
- d. is required to allow repairs, testing, maintenance or other works; or
- e. is necessary due to an emergency or for reasons of public health or safety or the protection of any person or property.

### 10.2 Keeping one another informed about interruptions

- a. Where reasonably possible and in accordance with the *law*, we or your distributor will give you prior notice of interruptions (though not necessarily in writing).
- b. If you inform us the supply of *feed-in electricity* to the *network* has been interrupted and you want us to notify your distributor, we will do so as soon as practicable.

**11. DISCONNECTION**

We may disconnect (or arrange for your distributor to disconnect) the *generation facility* if we are entitled to disconnect the *premises* under the *sale contract*. You must co-operate with and assist us (or your distributor) in respect of any disconnection.

**12. EARLY TERMINATION****12.1 Automatic early termination**

The *contract* terminates immediately if:

- a. we start purchasing your *feed-in electricity* under a new contract;
- b. you start selling your *feed-in electricity* to another electricity retailer;
- c. you move out of your *premises*;
- d. your *premises* is disconnected under the *sale contract* and you have no right to be reconnected; or
- e. any of the conditions set out in paragraph 1.3 is no longer met.

**12.2 By us**

We may terminate the *contract* early by giving you notice if:

- a. you breach an obligation under the *contract* and fail to remedy the breach within 10 *business days* of receiving a notice from us to do so, in which case the *contract* terminates with effect from the expiry of that 10 *business day* period; or
- b. if the *contract* is a *TFiT solar feed-in contract* or a *premium solar feed-in contract* and you are a small business or community organisation, your annual consumption rate of electricity for the relevant *supply point* at the *premises* exceeds 100 megawatt-hours; or
- c. the generating capacity of the generating facility is increased after the *declared scheme capacity day* in respect of a *premium solar feed-in contract* or the *TFiT scheme end day* in respect of a *TFiT solar feed-in contract*.

**12.3 By you**

You may terminate the *contract* early by letting us know in writing. The *contract* will terminate with effect from when we receive your notice.

**12.4 Early termination fee**

If the *contract* is terminated early under paragraph 12.1 (other than 12.1(a)) or under paragraph 12.2 or 12.3, then you must pay us any early termination fee set out in the *contract sheet*. The amount of any such fee will be a fair and reasonable pre-estimate of the damage we will incur as a result of early termination of the *contract*, having regard to related costs we are likely to incur.

**12.5 Effect of early termination**

Early termination of the *contract* does not affect any rights arising before or on termination.

**13. COMPLAINTS****13.1 How you can raise complaints**

You may raise a complaint with us in writing or orally. In doing so you must give us the reasons why you are complaining.

**13.2 Our response**

We will respond to your complaint in accordance with the *law*, relevant benchmarks and best practice generally.

**13.3 Escalation of a complaint**

If you are not satisfied with our response, you can ask for your complaint to be raised to a higher level in our organisation.

**13.4 Referring a complaint to the Ombudsman**

You may also refer any complaint to the *Ombudsman* whose services are available to you without cost. However, you can only use the *Ombudsman* if you have first made your complaint to us and, having escalated the complaint, remain unsatisfied. You must also have raised the complaint with us within 1 year of becoming aware of the event giving rise to the complaint. You may accept or not accept the *Ombudsman*'s decision, but if you accept it, the *Ombudsman*'s decision will be final and binding.

**14. LIABILITY****14.1 Title**

Title to your *feed-in electricity* passes to us at the *supply point*.

**14.2 The distributor is your supplier**

You agree and acknowledge that:

- a. it is your distributor, not us, who connects or connected the *generation facility* to the *network* and who will maintain that connection;
- b. your distributor is responsible for taking the supply of your *feed-in electricity* into the *network*;
- c. the supply of *feed-in electricity* to the *network* may be interrupted; and
- d. we are not liable to you (under contract, tort (including negligence) or on any other basis) in respect of any of these matters.

**14.3 You are responsible on your side of the supply point**

We are not responsible for, and you accept all risks in respect of, the control and use of the *generation facility* and of electricity on your side of the *supply point*.

**14.4 Uncontrollable events**

Obligations under the *contract* will be suspended if they cannot be met due to an event outside your or our control, as the case may be (excluding any obligation to credit or pay money). If we are affected by such an event we will give prompt notice to you and use best endeavours to remove, overcome or minimise the effects of the event (though we need not settle any industrial dispute unfavourably to us), as you must do if you are affected.

**14.5 No implied terms**

- a. Nothing in these feed-in terms excludes, restricts or modifies any condition or warranty that the *law* does not allow us to exclude, restrict or modify. However, all other conditions and warranties, whether or not implied by the *law*, are excluded.
- b. The Competition and Consumer Act 2010 (Cth) and other *laws* imply conditions and warranties into certain types of contracts for the supply or sale of goods and services. If any condition or warranty is implied into the *contract* under those *laws*, then our liability (if any) for breach of that condition or warranty in connection with any goods or services we supply under the *contract* is limited, as far as the *law* allows and at our option, to resupplying the goods or services (or paying for their resupply).

**14.6 Indemnity**

To the extent the *law* allows, you indemnify us against (and therefore must pay us for) loss or damage arising in connection with any failure by you to comply with any of your obligations under the *contract*, the control and use of the *generation facility* and any electricity on your side of the *supply point*, whether or not the *contract* has ended. You will not have to do this where the loss or damage is the result of the negligence of us, your distributor or a *meter reader*.

**14.7 Non-exclusion**

Nothing in the *contract* varies or excludes any limitation of liability or immunity we have under the *law*.

**15. GST****15.1 Application**

This paragraph 15 applies only if:

- a. in the *contract sheet* you have represented to us that you will supply your *feed-in electricity* to us in the course or furtherance of an enterprise that you carry on and that you are registered or required to be registered for *GST*; and
- b. the supply of your *feed-in electricity* to us is a taxable supply.

**15.2 GST**

Any amount we owe you under paragraph 4.1 or 4.2(a) excludes any *GST* payable on the supply of your *feed-in electricity* to us. In addition to crediting or paying to you that amount, we must also credit or pay to you a further amount equal to any *GST* payable on the supply. We must credit or pay that further amount to you as and when we credit or pay to you the amount owed under paragraph 4.1 or 4.2(a), except we need not do so unless we have been able to create, or have received from you, a tax invoice for the supply.

**15.3 Tax invoicing**

- a. You agree that, if we are able to, we will (and you will not) issue tax invoices in respect of the supply of your *feed-in electricity* to us. We are registered for *GST* and will notify you if we cease to be. We will combine tax invoices with your *electricity bills* and include your ABN on them.
- b. If we are unable to issue tax invoices, you will. You must do so within 5 *business days* of a request from us.

**15.4 Definitions**

Words defined in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth) have the same meaning in this paragraph 15.

**16. OTHER MATTERS****16.1 Notices**

Unless otherwise stated, all notices must be in writing. Notices can be given personally, by fax, by post or by e-mail, to an address or number set out in the *contract sheet*. If a notice is sent by post, it will be considered to have been received 3 *business days* after posting, unless in fact it is received earlier. Any changes to notice details must themselves be notified in writing.

**16.2 Governing law**

Victorian *laws* govern the *contract*.

**16.3 Published replacement feed-in terms**

If we publish replacement feed-in terms in accordance with the *Act* or as a result of future amendments to the *Act* then those replacement feed-in terms apply under the *contract* in place of these feed-in terms with effect from when the replacement feed-in terms take effect under the *Act*.

**16.4 Otherwise varying the contract**

Subject to paragraph 16.3, you must give your explicit informed consent and we must agree any variation to the *contract* with you in writing.

**16.5 Transferring the contract**

You cannot transfer the *contract* to another person without our prior written consent. We will need your prior written consent to any transfer too, except that we may transfer the *contract* to another person together with any transfer of all or substantially all of our Victorian residential or small business customer retail sales business (in which case you appoint us to be your attorney to sign any document or do anything necessary to effect the transfer of the *contract*).

## 16.6 Definitions

In these feed-in terms:

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

**business day** means a day other than a Saturday, a Sunday or a gazetted public holiday in Victoria;

**charges** means *energy charges* and any other charges payable to us by you under the *sale contract*;

**contract** means the contract you have entered into with us for the purchase by us of your *feed-in electricity* as first mentioned in these feed-in terms in paragraph 1.1;

**contract sheet** means either our offer to purchase your *feed-in electricity* signed by you or, if you verbally accepted our offer or accepted online, the confirmation of acceptance we subsequently provide to you;

**electricity bill** means a bill we send you under the *sale contract*;

**energy charges** means the *charges* for the electricity we sell you;

**feed-in electricity** means:

- a. *TFiT scheme electricity* and, in respect of you in particular if your *generation facility* is a *TFiT scheme generating facility*, means such *TFiT scheme electricity* generated by the *generation facility* and not used by you; or
- b. *qualifying solar energy generation electricity* and, in respect of you in particular if your *generation facility* is a *qualifying solar energy generating facility*, means such *qualifying solar energy generation electricity* generated by the *generation facility* and not used by you; or
- c. *small renewable energy generation electricity* and, in respect of you in particular if your *generation facility* is a *small renewable energy generating facility*, means such *small renewable energy generation electricity* supplied by you from the *generation facility* and not used by you;

**general renewable energy feed-in contract** means a contract under which we purchase *small renewable energy generation electricity*;

**generation facility** means the facility for generating electricity identified in the *contract sheet*;

**GST** has meaning given in the **A New Tax System (Goods and Services Tax) Act 1999** (Cth);

**law** means any law or regulatory or administrative document relating to the sale or supply of electricity or the purchase of *feed-in electricity*;

**market and system operator** means a body that administers the market for wholesale trading in electricity in Victoria;

**meter reader** means a person authorised to read your meter;

**network** means the distribution system servicing the *premises*;

**Ombudsman** means a relevant body responsible for handling our customers' complaints in Victoria;

**premises** means the premises stated in the *contract sheet* and, if there is more than one such premises, all of them together and each of them separately (as the context requires);

**premium solar feed-in contract** means a contract under which we purchase *qualifying solar energy generation electricity*;

**REC** means a renewable energy certificate under the **Renewable Energy (Electricity) Act 2000** (Cth);



**sale contract** has meaning given in paragraph 1.3(a);

**supply point** means the point at which the *generation facility* and associated equipment connects to the *network* and includes your meter; and

**TFiT solar feed-in contract** means a contract under which we purchase *TFiT scheme electricity*.

#### 16.7 Interpretation

In these feed-in terms:

- a. **we, us** or **our** refers to Simply Energy ABN 67 269 241 237 or it refers to Simply Energy and you (as the context requires);
- b. **you** or **your** refers to the person or persons named in the *contract sheet* as customer and, if more than one person is named, refers to each of you separately and all of you jointly;
- c. a reference to:
  1. the singular includes the plural and vice versa;
  2. a document includes any variation or replacement of it;
  3. costs we incur include our internal costs;
- d. the words including, includes, such as or for example are not words of limitation; and
- e. headings are for convenience only and do not affect interpretation.

#### 16.8 Inconsistencies

If these feed-in terms are different to or inconsistent with the *contract sheet*, the latter prevails.

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**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:

<b>Change Request Number</b>	<b>Place Name</b>	<b>Naming Authority and Location</b>
35552	Mildura Station Homestead	Mildura Rural City Council 278–298 Cureton Avenue, Mildura 3502 See map at <a href="http://www.dse.vic.gov.au/namingplaces">www.dse.vic.gov.au/namingplaces</a>
36165	Eastern Reserve Community Centre	Surf Coast Shire Council Eastern Reserve at 70 Hopkins Street, Winchelsea 3241. See map at <a href="http://www.dse.vic.gov.au/namingplaces">www.dse.vic.gov.au/namingplaces</a>

Road Naming:

<b>Change Request Number</b>	<b>Road Name</b>	<b>Locality</b>	<b>Proposer and Location</b>
34537	Coleman Court	Buninyong	City of Ballarat The road traverses east from Inglis Street.
34536	Time Lane	Ballarat Central	City of Ballarat The road traverses north from Little Bridge Street.
35800	Charlton Rise	Dalyston	Bass Coast Shire Council Formerly known as part Daly Street. The road traverses north from Bent Street.
36034	Toscana Rise	Cowes	Bass Coast Shire Council The road traverses north from Settlement Road.
34941	Charing Cross	Bendigo	Greater Bendigo City Council At the intersection of Pall Mall and View Street.
35998	Cuttle Close	Maryborough	Central Goldfields Shire Council (Private Road) The road traverses south east from Edmund Avenue.
34922	Settlers Square	Dandenong	Greater Dandenong City Council West of 65–67 Foster Street, Dandenong and runs north-south between Foster Street and Halpin Way.
34850	Margaret Lane	East Melbourne	City of Melbourne At the rear of 66–132 Vale Street.

<b>Change Request Number</b>	<b>Road Name</b>	<b>Locality</b>	<b>Proposer and Location</b>
34024	Salvation Lane	East Melbourne	Melbourne City Council The road traverses south from Victoria Parade.
35547	Troupe Lane	Bundoora	City of Whittlesea (Private Road) The road traverses north from River Drive.
29309	Ted Macklin Walk	Wodonga	Wodonga City Council Belvoir Park Traverses south-west from Reuss Road to Dick Street.
29309	Reg Morley Walk	Wodonga	Wodonga City Council Belvoir Park Traverses north from the corner of Bank Street and Osburn Street.
29309	Ken Adamson Walk	Wodonga	Wodonga City Council Belvoir Park Traverses north from Osburn Street to Huon Street (carpark).

Office of Geographic Names  
Land Victoria  
570 Bourke Street  
Melbourne 3000

JOHN E. TULLOCH  
Registrar of Geographic Names

**Pipelines Act 2005**

## SECTION 70

## Significant Alteration to Authorised Route

PIPELINE LICENCE NUMBER:	11
NAME AND ADDRESS OF LICENSEE(S):	Vic Gas Distribution Pty Ltd (ABN 73 085 899 001) 1 Wood Street Thomastown, Victoria 3074
DESCRIPTION OF EXISTING AUTHORISED ROUTE:	The route of the 300 mm pipeline commences at the Dandenong City Gate, located near Frankston Dandenong Road, south of Greens Road and travels in a southerly direction for 39.1 kms. The pipeline terminates at a point in the vicinity of Woolleys Road, in the former Western Port Refinery, Crib Point. From the south side of Abbots Road, Dandenong the pipeline has been looped for a distance of 9.6 kms with a 450 mm diameter pipeline located within the same pipeline easement.
ALTERATION:	As from today: <ol style="list-style-type: none"> <li>The authorised route of the pipeline is altered to loop a 450 mm, 7.2 km section of the pipeline from the south side of Ballarto Road, Skye to a location adjacent to the north side of Robinsons Road, Langwarrin.</li> <li>Drawing Number T115-11-34 indicates the route of the pipeline and all other drawings are hereby deleted from the pipeline licence.</li> </ol>

**CONDITIONS:**

As from today the conditions of Pipeline Licence 11 are revoked and replaced with the following conditions:

- The pipeline shall have the following features:
  - Maximum Allowable Operating Pressure: 2,760 kPa
  - Contents: Gaseous hydrocarbons
  - Internal diameter: 300 mm for a length of 39.1 km  
450 mm for a length of 3.8 km  
450 mm for a length of 5.8 km  
450 mm for a length of 7.2 km
  - Length: 55.9 km
- The licensee must report to the Minister at least once in every year and at such other times as agreed with the Minister on the performance of the licensee in protecting the environment from the pipeline operation.
- The licensee must give the Minister 7 days notice in writing, if the licensee intends to cease to convey substances through the pipeline, otherwise than in the course of the normal operating procedure of the pipeline and does not intend to surrender the licence.

4. The licensee must obtain and maintain insurance against expenses or liabilities or specified things arising in connection with, or as a result of, the carrying out of a pipeline operation, or the doing of any other thing, under the licence, including the expenses of complying with directions with respect to the clean-up or other remedying of the effects of the escape of petroleum, or any other liquid or gaseous substance, from the pipeline.

Dated 21 December 2011

DAVID BOOTHORYD  
Director Earth Resources Regulation  
Delegate of the Minister

**Pipelines Act 2005**

SECTION 67

Minor Alteration to Authorised Route

PIPELINE LICENCE NUMBER:	49
NAME AND ADDRESS OF LICENSEE(S):	Vic Gas Distribution Pty Ltd (ABN 73 085 899 001) 1 Wood Street Thomastown, Victoria 3074
DESCRIPTION OF EXISTING AUTHORISED ROUTE:	The route of the pipeline is a steel pipeline with a nominal length of 24 kms and a nominal bore of 200mm commencing at a valve on the Dandenong – West Melbourne pipeline (Pipeline Licence No. 36) in the Dandenong Terminal Station, Dandenong and finishes at the outlet flange of the Bangalay Avenue, Frankston field regulator (P4-015).
ALTERATION:	As from today; <ol style="list-style-type: none"><li>1. The authorised route of the pipeline is altered to:<ul style="list-style-type: none"><li>– Lay approximately 20 metres of 100 mm transmission pipeline to supply a new field regulator in Frankston–Dandenong Road, Frankston North; and</li><li>– Decommission approximately 40 metres of 100 mm transmission pipeline and remove an existing field regulator in Klauer Street, Frankston North.</li></ul></li><li>2. The authorised route of the pipeline is delineated by the red line depicted on T14-1-2 Revision A and replaces all existing drawings.</li></ol>

**CONDITIONS:**

As from today the conditions of Pipeline Licence 49 are revoked and replaced with the following conditions:

1. The pipeline shall have the following features:
  - a. Maximum Allowable Operating Pressure: 1,920 kPa
  - b. Contents: Gaseous hydrocarbons
  - c. Internal diameter: 200 mm
  - d. Overall length: 24 kms

2. The licensee must report to the Minister at least once in every year and at such other times as agreed with the Minister on the performance of the licensee in protecting the environment from the pipeline operation.
3. The licensee must give the Minister 7 days notice in writing, if the licensee intends to cease to convey substances through the pipeline, otherwise than in the course of the normal operating procedure of the pipeline and does not intend to surrender the licence.
4. The licensee must obtain and maintain insurance against expenses or liabilities or specified things arising in connection with, or as a result of, the carrying out of a pipeline operation, or the doing of any other thing, under the licence, including the expenses of complying with directions with respect to the clean-up or other remedying of the effects of the escape of petroleum, or any other liquid or gaseous substance, from the pipeline.

Dated 21 December 2011

DAVID BOOTHORYD  
Director Earth Resources Regulation  
Delegate of the Minister

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**Plant Health and Plant Products Act 1995**

NOTICE OF EXTENSION

Order declaring a Restricted Area at Euroa for the Control of Queensland Fruit Fly

I, Peter Walsh, Minister for Agriculture and Food Security, extend the Order made on 27 January 2011, under section 20 of the **Plant Health and Plant Products Act 1995**, declaring a restricted area at Euroa for the control of Queensland fruit fly, for a further period of 12 months commencing on 27 January 2012.

The Order was published in Government Gazette G5 on 3 February 2011. The Order specifies prohibitions, restrictions and requirements so as to prevent the spread of Queensland Fruit Fly from Euroa to other parts of Victoria.

A copy of the Order and Notices may be obtained by contacting Biosecurity Victoria on (03) 9210 9390.

Dated 21 December 2011

PETER WALSH MLA  
Minister for Agriculture and Food Security

---

**Plant Health and Plant Products Act 1995**

NOTICE OF EXTENSION

Orders declaring Restricted Areas in northern Victoria for the Control of Queensland Fruit Fly

I, Peter Walsh, Minister for Agriculture and Food Security, extend three Orders made on 27 January 2011, under section 20 of the **Plant Health and Plant Products Act 1995**, declaring restricted areas at Killawarra, Markwood and Taminick for the control of Queensland Fruit Fly, for a further period of 12 months commencing on 27 January 2012.

The Orders were published in Government Gazette G5 on 3 February 2011. The Orders specify prohibitions, restrictions and requirements so as to prevent the spread of Queensland Fruit Fly from these areas to other parts of Victoria.

A copy of the Orders and Notices may be obtained by contacting Biosecurity Victoria on (03) 9210 9390.

Dated 21 December 2011

PETER WALSH MLA  
Minister for Agriculture and Food Security

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**Plant Health and Plant Products Act 1995****ORDER DECLARING A RESTRICTED AREA NEAR BURONGA (NSW) 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 21 December 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 in Victoria, near Buronga (NSW), 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;

‘**Plant Biosecurity Manager**’ means the person for the time being occupying or acting in the position of Plant Biosecurity Manager 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 Plant Biosecurity Manager; 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 Plant Biosecurity Manager.
- (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 Plant Biosecurity Manager.

#### 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 142.18479° East, 34.16898° South.

#### Schedule 3

The area of land in Victoria within a radius of one and a half kilometres of the outbreak epicentre at 142.18479° East, 34.16898° 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****BANYULE PLANNING SCHEME**

## Notice of Approval of Amendment

## Amendment C79

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

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

The Amendment removes the public acquisition overlay from the west side of Heidelberg Road between Darebin Creek and Upper Heidelberg Road, Ivanhoe.

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](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Banyule City Council, 9–13 Flintoff Street, Greensborough.

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

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

## Notice of Approval of Amendment

## Amendment C123

The Minister for Planning has approved Amendment C123 to Bass Coast Planning Scheme.

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

The Amendment corrects inconsistent zone and overlay mapping and grammatical errors within 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](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Bass Coast Shire Council, 76 McBride Avenue, Wonthaggi.

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

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

## Notice of Approval of Amendment

## Amendment C64

The Minister for Planning has approved Amendment C64 to the Glenelg Planning Scheme.

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

The Amendment removes part of Heritage Overlay HO123 from the former railway reserve land located between Bentinck Street and Otway Court. The land affected is a former railway reserve cutting.

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](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Glenelg Shire Council at Cliff Street, Portland.

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

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

## Notice of Approval of Amendment

## Amendment C65

The Minister for Planning has approved Amendment C65 to the Moira Planning Scheme.

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

The Amendment undertakes a number of corrective rezonings involving various parcels of land in Cobram, Yarrawonga, Nathalia, Katunga, Tungamah, and Waaia, makes corrections to the Heritage Overlay in Cobram, Nathalia and Wunghnu, varies the extent of the Environmental Significance Overlay on land in Cobram–Koonoomoo Road, and deletes the Rural Floodway Overlay from land in Sims Road, Cobram.

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](http://www.dpcd.vic.gov.au/planning/publicinspection) and free of charge, during office hours, at the offices of the Moira Shire Council, 44 Station Street, Cobram.

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

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