

# Victoria Government Gazette

By Authority of Victorian Government Printer

## No. G 11 Thursday 15 March 2012

www.gazette.vic.gov.au

TABLE OF PROVISIONS				
Private Advertisements  Victoria Police – Armed Robbery at Gaming Venues – \$50,000 reward  Corporations Act 2001 –  Taabinga (Victoria) Pty Ltd  Diocese of Wangaratta – Diocesan Synod  Estates of Deceased Persons  A. B. Natoli Pty  B2B Lawyers  Basile & Co. Pty Ltd  Bowlen Dunstan & Associates Pty  De Marco Lawyers  Devenish Lawyers  Donald & Ryan Lawyers  Dwyer Mahon & Robertson  Fischer McCrae	467 467 467 467 468 468 468 468 468 468	Sale by the Sheriff Beni & Meliha Zekiri Huong Kim Thi Nguyen Joachim Philippe Munso Government and Outer Budget Sector Agencies Notices Orders in Council Acts: Wildlife Obtainables	471 472 473 518 520	
•				

#### **Advertisers Please Note**

As from 15 March 2012

The last Special Gazette was No. S82 dated 14 March 2012. The last Periodical Gazette was No. 1 dated 14 June 2011.

## **How To Submit Copy**

- See our webpage www.gazette.vic.gov.au
- or contact our office on 8523 4601
   between 8.30 am and 5.30 pm Monday to Friday

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

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

# PUBLICATION OF THE VICTORIAN GOVERNMENT GAZETTE (General) EASTER WEEK 2012

#### Please Note New Deadlines for General Gazette G15/12:

The Victoria Government Gazette (General) for Easter week (G15/12) will be published on **Thursday 12 April 2012**.

## Copy deadlines:

**Private Advertisements** 

9.30 am on Thursday 5 April 2012

Government and Outer

Budget Sector Agencies Notices

9.30 am on Tuesday 10 April 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

# PUBLICATION OF THE VICTORIAN GOVERNMENT GAZETTE (General) ANZAC DAY WEEK 2012 (Wednesday 25 April 2012)

### Please Note New Deadlines for General Gazette G17/12:

The Victoria Government Gazette (General) for ANZAC week (G17/12) will be published on **Thursday 26 April 2012**.

## Copy deadlines:

Private Advertisements

9.30 am on Friday 20 April 2012

Government and Outer

**Budget Sector Agencies Notices** 

9.30 am on Monday 23 April 2012

#### Office Hours:

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

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

JENNY NOAKES Government Gazette Officer

## **VICTORIA GOVERNMENT GAZETTE**

## **Subscribers and Advertisers**

#### Our contact details are as follows:

Victoria Government Gazette Office Level 5, 460 Bourke Street Melbourne, Victoria 3000

PO Box 1957 Melbourne, Victoria 3001

DX 106 Melbourne

Telephone: (03) 8523 4601 Fax: (03) 9600 0478

Mobile (after hours): 0419 327 321

Email: gazette@bluestargroup.com.au Website: www.gazette.vic.gov.au

JENNY NOAKES Government Gazette Officer

## **PRIVATE ADVERTISEMENTS**



## Armed Robbery at Gaming Venues \$50,000 REWARD

The co-operation of the public is sought to establish the identity of the person or persons responsible for a series of armed robberies that have occurred at gaming venues across the north western metropolitan suburbs of Melbourne.

A Reward of up to fifty thousand dollars (\$50,000) will be paid, at the discretion of the Chief Commissioner of Police, for information leading to the apprehension and subsequent conviction of the person or persons responsible for these armed robberies.

In addition, the Director of Public Prosecutions will consider, according to established guidelines, the granting of indemnification from prosecution to any person who provides information as to the identity of the principal offender or offenders in this matter.

Any information given will be treated as confidential and may be given at any time to Crime Stoppers via Telephone number, Toll Free – 1800 333 000.

GRAHAM ASHTON Deputy Commissioner of Police

## **Corporations Act 2001**

Notice is hereby given that by a Special Resolution passed at a meeting of the shareholders of Taabinga (Victoria) Pty Ltd (ACN 004 619 121), duly convened and held on 13 February 2012, it was resolved that the company be wound up voluntarily and that Lawrence Raymond Cogger of 44 Gray Street, Hamilton, Victoria 3300, be appointed Liquidator.

Notice is also given that creditors having claim against the company should furnish particulars within 21 days of this date, otherwise distribution of the assets will take place without regard to such claims.

Dated 8 March 2012 L. R. COGGER, Liquidator

#### DIOCESE OF WANGARATTA

Diocesan Synod

Notice is hereby given that the Bishop of the Diocese of Wangaratta has convened the Diocesan Synod for Friday 25 May at 3.00 pm at the Goulburn Ovens Institute of Technical and Further Education – Wangaratta Campus.

MR T. D. L. WILLIAMS Registrar

Re: FRANCES FAITH GORDON, late of 22 Helpmann Crescent, Epping, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 September 2011, are required by the trustee, Cassandra Highfield, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she has notice.

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

Re: PETER JAMES LLOYD, late of 5 Bakers Road, Dandenong North, Victoria, theoretical physicist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 January 2012, are required by the trustee, Simon Jeremy Lloyd, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he has notice.

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

Re: LEONARD BRUCE PURTON, late of 161A Centre Dandenong Road, Cheltenham, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 December 2011, are requested by

the trustee to send particulars of their claim to her at the office of her solicitors, B2B Lawyers, 76 Jolimont Street, East Melbourne, Victoria, by 18 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims on which the trustee has notice.

Re: Estate ALAN CLEMENT WATSON, deceased.

In the estate of ALAN CLEMENT WATSON, late of 23 Gunbower Island Road, Gunbower, Victoria, deceased.

Creditors, next-of-kin and all others having claims against the estate of the said deceased, are required by Dougal Bruce Watson, Deborah Mary Watson and Anne Marina Seymour Watson, the executors of the Will of the said deceased, to send particulars of such claims to them, in care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

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

JEAN MARY HOWIESON, late Strathalan, 2 Erskine Road, Macleod, retired, deceased.

Creditors, next-of-kin and all others having claims in respect of the estate of the abovenamed deceased, who died on 5 October 2011, are required by the executor, William Conrad Howieson, to send particulars of their claims to the executor, care of the undermentioned solicitors, by a date not later than 60 days from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

BOWLEN DUNSTAN & ASSOCIATES PTY ACN 068 823 192, solicitors for the applicant, 38 Beetham Parade, Rosanna 3084.

Re: KATHARINA CZELUK, late of Boyne Russell House, 184–186 Victoria Street, Brunswick, Victoria, retired comptometrist, deceased

Creditors, next-of-kin and others having claims in respect of the estate of the deceased,

who died on 17 September 2011, are required by the trustees, Lily Huschtscha-Holliday and Elizabeth Reid, to send particulars to the trustees, care of the undermentioned solicitors, within sixty days from the publication hereof, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

MICHAEL SAM SALPIETRO, late of 25 Moodie Street, Caulfield East, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 December 2011, are required by the executor, Francesca Maria Carmelina Salpietro (in the Will called Frances Mariolina Salpietro), to send particulars of their claims to the undermentioned solicitors, within sixty days from the date of publication of this notice, after which date the executor may convey or distribute the assets, having regard only to the claims of which the executor then has notice.

DEVENISH LAWYERS,

23 Ringwood Street, Ringwood, Victoria 3134.

#### Re: FELIX PATRICK FURLONG, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of FELIX PATRICK FURLONG, late of 6 Macassar Street, North Balwyn, Victoria, retired, deceased, who died on 17 August 2011, are required by the executor to send particulars of their claim to him, care of the undermentioned solicitors, by 1 August 2012, after which date the said executor will distribute the assets of the deceased, having regard only to the claims of which he then shall have notice.

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

Re: Estate of ANDREW AUGUSTUS COBURN, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of ANDREW AUGUSTUS COBURN, late of 359 River Road, Swan Hill, Victoria, truck driver, deceased,

who died on 13 September 2011, are to send particulars of their claim to the executrix, care of the undermentioned legal practitioners, by 17 May 2012, after which the executrix will distribute the assets, having regard only to the claims of which she then has notice.

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

JEANETTE EDITH CLARK, late of 7 Parkdale Avenue, Balwyn, Victoria, assistant pharmacist, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 21 July 2011, are required by the trustees, Dudley Francis Clark and Colin Edward Gunn, to send particulars to the trustees by 15 May 2012, care of the undermentioned solicitors, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

FISCHER McCRAE, solicitors, Level 3, 389 Lonsdale Street, Melbourne 3000.

MARY EILEEN WAUGH, late of 3 Shirley Court, Mitcham, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 May 2010, are required by the trustee, Roslyn Ireland, to send particulars to the trustee by 15 May 2012, care of the undermentioned solicitors, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

FISCHER McCRAE, solicitors, Level 3, 389 Lonsdale Street, Melbourne 3000.

Creditors, next-of-kin and other persons having claims against the estate of JOHN BORIS MILLER, emeritus professor, deceased, late of 7 Inglis Road, Berwick, Victoria 3806, who died on 27 July 2011, are required by the executor, Nicholas Robin Miller, care of 15 Blackburne Square, Berwick, Victoria 3806, to send particulars of their claims to him at the following address within 60 days from the date

of publication of this notice, after which date he may convey or distribute to the estate, having regard only to the claims of which he then has notice.

GILBERTHORPES, business lawyers, 15 Blackburne Square, Berwick, Victoria 3806.

REGINALD ROBERT WALL, late of 4 Wall Street, Beaumaris, wireless operator, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 January 2012, are required by the trustee, care of Harris & Chambers Lawyers, of 4/250 Charman Road, Cheltenham 3192, to send particulars to them by 16 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee then has notice.

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

# Re: Estate LORNA MARY GRAEME ANDERSON.

Creditors, next-of-kin and others having claims against the estate of LORNA MARY GRAEME ANDERSON, late of 6/32 Scott Grove, Glen Iris, Victoria, retired deputy director of nursing, deceased, who died on 3 October 2011, are requested to send particulars of their claims to the executors, care of the undermentioned solicitors, by Friday 18 May 2012, after which date they will distribute the assets, having regard only to the claims of which they then have notice.

HICKS OAKLEY CHESSELL WILLIAMS, solicitors,

13/379 Collins Street, Melbourne 3000.

Re: Estate of ZBIGNIEW MAJEWSKI (also known as Stan Majewski).

Creditors, next-of-kin and others having claims in respect of the estate of ZBIGNIEW MAJEWSKI (also known as Stan Majewski), late of 2/37 Quaintance Street, Mount Waverley, in the State of Victoria 3149, who died on 16 September 2011, are required by the personal representative of the deceased, Richard Majewski, executor, to send particulars to him, care of the undermentioned solicitor, by 14

May 2012, after which date the said personal representative will distribute the assets of the deceased, having regard only to the claims of which he then shall have notice.

LUKAITIS PARTNERS, solicitors and notary, 123 Church Street, Hawthorn 3122. (Ref: AZ:MO:117008)

ROSA FAVALORO (also known as Rosa Favalaro and Rose Favaloro), late of Parkdale House, 43 Herbert Street, Parkdale, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 October 2011, are required by the executors, Maria Francesca Gowans and Anthony Joseph Favaloro, to send particulars to them, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the executors may convey or distribute the assets, having regard only to the claims of which they then have notice.

LYTTLETONS, solicitors, 53 Marcus Road, Dingley 3172.

#### Re: GRACE SAUNDERS, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 10 October 2011, are required by the trustees, David Stuart McGlashan, research analyst, and Peter John Lowthian, medical practitioner, to send particulars to the trustees, care of the undermentioned solicitors, by 14 May 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

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

Creditors, next-of-kin and others having claims against the estate of ANNIE NELSON KIRTLAN, late of BUPA Donvale, 300–302 Springvale Road, Donvale, in the State of Victoria, retired, deceased, who died on 1 December 2011, are required to send particulars of the claims to the executrix, Elizabeth Ann Kirtlan, care of the undermentioned solicitor, by 22 May 2012, after which date she will distribute the estate of the deceased, having regard only to the claims of which she then has notice.

PETER GARDINER, solicitor, Office 1, 2 Colin Avenue, Warrandyte 3113. Creditors, next-of-kin or others having claims in respect of the estate of DAGMAR DORIS TRETHEWIE, deceased, of 'Oak Grange', Unit 1, 695 Hawthorn Road, East Brighton, Victoria, who died on 21 July 2011, are to send particulars of their claims to the executor, care of the undermentioned solicitors, by 17 May 2012, after which date the executor will distribute the assets, having regard only to the claims of which the executor then has notice.

#### RIGBY COOKE,

Level 13, 469 La Trobe Street, Melbourne, Victoria 3000.

#### Re: JOHN KERR BARNES, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 September 2011, are required by the trustee, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 9 June 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED, 18 View Street, Bendigo 3550.

## Re: JOYCE ETHEL McCULLAGH, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 May 2011, are required by the trustee, John Andrew McCullagh, care of 18 View Street, Bendigo, Victoria, to send particulars to the trustee by 5 June 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

SANDHURST TRUSTEES LIMITED, 18 View Street, Bendigo 3550.

#### Re: LEAH ELIZABETH WILSON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 February 2011, are required by the trustees, Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, and Stephen James Wilson, care of 18 View Street, Bendigo, Victoria, to send particulars to the trustees by 15 June 2012, after

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

SANDHURST TRUSTEES LIMITED, 18 View Street, Bendigo 3550.

## Re: HILDA EVELYN HOLLAND, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 6 July 2011, are required by the trustees, Sandhurst Trustees Limited, ACN 004 030 737, and John Raymond Cowling, both care of 18 View Street, Bendigo, Victoria, to send particulars to the trustees by 5 June 2012, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

SANDHURST TRUSTEES LIMITED, 18 View Street, Bendigo 3550.

Re: SYLVIA FLORENCE HARDING, deceased, late of Westgate Nursing Home, 4 William Street, Newport 3015, in the State of Victoria, typist.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 July 2011, are required by the legal personal representatives, Mr C. Salustro and Mrs J. Salustro, care of Scomparin & Bernardi, solicitors, 173 Queens Parade, Clifton Hill, Victoria 3068, to send particulars to them by 16 May 2012, after which date the legal personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

SCOMPARIN & BERNARDI, solicitors, 173 Queens Parade, Clifton Hill, Victoria 3068.

Re: DESMOND ROBERT FRASER, late of 75 Grange Road, Sandringham, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 30 July 2011, are required by the executors, Julienne Joan Mulvany and John Desmond Fraser, to send particulars to them, care of the undermentioned solicitors, by 18 May 2012, after which date the executors may convey and distribute the assets, having regard only to the claims of which they then have notice.

TRAGEAR & HARRIS LAWYERS, 1/23 Melrose Street, Sandringham 3191.

Re: The estate of PATRICIA MARY RUSSELL, late of Karinya Grove, 3 Aberdeen Road, Sandringham, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 November 2011, are required by the executors, Wendy Patricia Kelly and Derek Thomas Russell, to send particulars to them, care of the undersigned solicitors, by 22 May 2012, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

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

## ADVERTISEMENT OF SALE BY THE SHERIFF

On Thursday 19 April 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Beni Zekiri of 18 Stanhope Street, Dandenong South, sole proprietor of an estate in fee simple in 1 of a total of 2 equal undivided shares registered as Tenant in Common with Meliha Zekiri as to 1 of a total of 2 equal undivided shares and being the land described on Certificate of Title Volume 10960 Folio 669, consisting of 15 hectares or thereabouts which is vacant land and is known as 2974 Gembrook–Launching Place Road, Gembrook.

Registered Mortgage (Dealing No. AG223962V) and Covenant No. PS537446N affect the said estate and interest.

Payment Terms – Full payment at fall of hammer. Cash/Eftpos (debit cards only), bank cheque or solicitors trust account cheque. No credit cards.

There are no exceptions to these terms.

Contact Sheriff's Asset Administration Services on (03) 9947 1539 or realestatesection@justice.vic.gov.au for enquiries.

**SHERIFF** 

# ADVERTISEMENT OF SALE BY THE SHERIFF

On Thursday 19 April 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Huong Kim Thi Nguyen of Unit 2, 156 Ashley Street, Maidstone, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 11093 Folio 905, upon which is erected a unit, known as Unit 1, 119 Fox Street, St Albans.

Registered Mortgage (Dealing No. AH002125M), Covenant No. 0250106 and Owners Corporation 1 Plan No. PS611833T affect the said estate and interest.

Payment Terms – Full payment at fall of hammer. Cash/Eftpos (debit cards only), bank cheque or solicitors trust account cheque. No credit cards.

There are no exceptions to these terms.

Contact Sheriff's Asset Administration Services on (03) 9947 1539 or realestatesection@justice.vic.gov.au for enquiries.

**SHERIFF** 

# ADVERTISEMENT OF SALE BY THE SHERIFF

On Thursday 19 April 2012 at 2.30 pm in the afternoon at the Sheriff's Office, 444 Swanston Street, Carlton (unless process be stayed or satisfied).

All the estate and interest (if any) of Joachim Philippe Munso of 4 Fillmore Road, Dandenong North, as shown on Certificate of Title as Phillipe Joachim Munso, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09116 Folio 439, upon which is erected a residence, known as 4 Fillmore Road, Dandenong North.

Registered Mortgage (Dealing No. AG723976V), Covenant No. G290241 affect the said estate and interest.

Payment Terms – Full payment at fall of hammer. Cash/Eftpos (debit cards only), bank cheque or solicitors trust account cheque. No credit cards.

There are no exceptions to these terms.

Contact Sheriff's Asset Administration Services on (03) 9947 1539 or realestatesection@justice.vic.gov.au for enquiries.

**SHERIFF** 

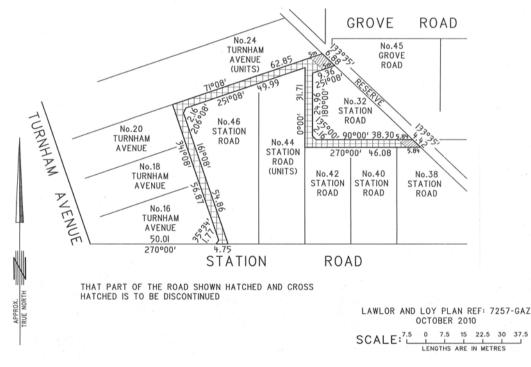
# GOVERNMENT AND OUTER BUDGET SECTOR AGENCIES NOTICES

#### BANYULE CITY COUNCIL

#### Road Discontinuance

Erratum Notice to Road Discontinuance Notice Published in Victoria Government Gazette No. G 47, 24 November 2011

Pursuant to section 206 and clause 3 of schedule 10 of the **Local Government Act 1989**, Banyule City Council, at its ordinary meeting held on 26 September 2011, having formed the opinion that the road shown hatched and cross-hatched on the plan below is not reasonably required as a road for public use, resolved to discontinue the 'road' and sell part of the land from the road (being the land adjacent to the eastern and northern boundaries of 46 Station Road, Rosanna, and the land adjacent to the northern boundary of 44 Station Road) to the immediately abutting owners and retain the balance of the land in the road for municipal purposes subject to any right, power or interest held by Banyule City Council, Yarra Valley Water, and Vic Gas Distribution in the land in the road marked cross-hatched and any right, power or interest held by Banyule City Council, Yarra Valley Water, Vic Gas Distribution and Melbourne Water in the land in the road marked hatched in connection with any sewers, drains, pipes, wires or cables under the control of those relevant authorities in or near the road.



SIMON McMILLAN Chief Executive Officer 474

#### MELBOURNE CITY COUNCIL

Notice of Intention to Make a Local Law Proposed Conduct of Meetings (Miscellaneous Amendment) Local Law 2012

Notice is given pursuant to sections 119 and 223 of the **Local Government Act 1989** ('the Act') that the Melbourne City Council ('Council') proposes to amend its Conduct of Meetings Local Law 2010 ('Principal Local Law') by making an amending local law pursuant to Part 5 of the Act to be known as the Conduct of Meetings (Miscellaneous Amendment) Local Law 2012 ('proposed Local Law').

# Purpose and general purport of the proposed Local Law

The purpose and general purport of the proposed Local Law is to amend the Principal Local Law by:

- (a) removing the Meeting Procedures Code at Part B (noting the Meeting Procedures Code is subject to amendment by resolution of the Council and will continue to apply by its incorporation into the Principal Local Law by reference); and
- (b) making minor amendments to how meetings of the Council and its Special Committees are conducted.

A copy of the proposed Local Law can be obtained from the Front Desk, Melbourne Town Hall Administration Building, 90–120 Swanston Street, Melbourne, between 7.30 am and 5.00 pm, Monday to Friday, excepting public holidays. Alternatively you can view a copy online at www.melbourne.vic.gov.au

Any person may make a written submission on the proposed Local Law to the Council. All submissions received by the Council on or before 12 April 2012 will be considered in accordance with section 223(1) of the Act, by the Council's Submissions (section 223) Committee ('Committee').

If a person wishes to be heard in support of their submission they must include the request to be heard in the written submission and this will entitle them to appear in person, or by a person acting on their behalf, before a meeting of the Committee, scheduled to be held on Tuesday 1 May 2012, commencing at 3.00 pm, in the Melbourne Town Hall Administration Building, 90–120 Swanston Street, Melbourne.

Written submissions should be marked 'Proposed Conduct of Meetings (Miscellaneous Amendment) Local Law 2012' and addressed to the Manager Governance Services, City of Melbourne, GPO Box 1603, Melbourne, 3001. Written submissions received will be made public and may be made available on the Council's website.

#### MELBOURNE CITY COUNCIL

Notice of Amendment to Meeting Procedures Code

At its meeting on 28 February 2012, Council resolved to adopt an amended Meeting Procedures Code (MPC) in accordance with section 112 of the Local Government Act 1989 ('the Act').

The MPC may be altered from time to time by resolution of Council and the amendment Gazetted in accordance with section 112 of the Act

The amendment comes into operation from the day of the Gazettal.

Copies of the Meeting Procedures Code can be obtained from the Front Desk, Melbourne Town Hall Administration Building, 90–120 Swanston Street, Melbourne, between 7.30 am and 5.00 pm, Monday to Friday, excepting public holidays. Alternatively you can view a copy online at www.melbourne.vic.gov.au

### Planning and Environment Act 1987

CARDINIA PLANNING SCHEME

Notice of Preparation of Amendment Amendment C170

Authorisation A02184

The Cardinia Shire Council has prepared Amendment C170 to the Cardinia Planning Scheme.

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

The land affected by the Amendment is 48 John Street, Pakenham, and 8–20 Henry Street, Pakenham.

The Amendment proposes to rezone the land from Residential 1 Zone to Mixed Use Zone.

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

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

The closing date for submissions is Friday 20 April 2012. A submission must be sent to the Cardinia Shire Council, PO Box 7, Pakenham 3810.

JOHN HOLLAND Manager Strategic Planning Cardinia Shire Council

#### Planning and Environment Act 1987

EAST GIPPSLAND PLANNING SCHEME
Notice of Preparation of Amendment
Amendment C101
Authorisation A02166

The East Gippsland Shire Council has prepared Amendment C101 to the East Gippsland Planning Scheme.

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

The land affected by the Amendment is 50 Main Road, Lindenow. The Amendment proposes to rezone the land from Farming Zone (Schedule 1) to Township Zone.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, 273 Main Street, Bairnsdale; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection from 15 March 2012.

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

The closing date for submissions is 16 April. A submission must be sent to the East Gippsland Shire Council, PO Box 1618, Bairnsdale, Victoria 3875.

MARTIN RICHARDSON Manager Strategic Planning

## Planning and Environment Act 1987

GLENELG PLANNING SCHEME Notice of Preparation of Amendment Amendment C52 (Part 2) Authorisation A01580

The Glenelg Shire Council has prepared Amendment C52 to the Glenelg Planning Scheme.

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

The land affected by the Amendment is public and privately owned land within the boundaries of the state and regionally significant landscapes of the Glenelg Shire Council including:

- Discovery Bay Coast and surrounds;
- Mt Richmond;
- Portland West between Cape Nelson and Cape Bridgewater;
- Narrawong East to the Fitzroy River;
- East Street, (south) Narrawong.

The Amendment proposes to apply a Significant Landscape Overlay to all subject land and amend Clause 61.03 of the Glenelg Planning Scheme.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Glenelg Shire Council Office, Cliff Street, Portland; Heywood Customer Service Centre, Edgar Street, Heywood; Casterton Customer Service Centre, Henty Street, Casterton; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 20 April 2012. A submission must be sent to the Glenelg Shire Council, PO Box 152, Portland, Victoria 3305.

MATT BERRY Planning Manager Glenelg Shire Council

#### Planning and Environment Act 1987

MARIBYRNONG PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C89

Authorisation A02124

The Maribyrnong City Council has prepared Amendment C89 to the Maribyrnong Planning Scheme.

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

The land affected by the Amendment is 125 Francis Street, Yarraville, and 129–155 Francis Street, Yarraville.

The Amendment proposes to:

- rezone part of the land from Industrial 3 Zone to part Residential 1 Zone:
- rezone part of the land from Industrial 3
   Zone to part Public Park and Recreation
   Zone;
- remove the Heritage Overlay (HO124) from the land;
- apply a Development Plan Overlay (DPO15) to part of the land; and
- apply an Environmental Audit Overlay (EAO) to part of the land.

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 normal office hours: City of Maribyrnong, Municipal Offices, Reception Area, corner Napier and Hyde Streets, Footscray, Victoria 3011; and Yarraville Library, 32 Wembley Avenue, Yarraville, Victoria 3013.

The Amendment can also be inspected free of charge on the Maribyrnong City Council website, www.maribyrnong.vic.gov.au and at the Department of Planning and Community Development's website at www.dpcd.vic.gov. au/planning/publicinspection

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

The closing date for submissions is Friday 20 April 2012.

A submission must be sent to: Mr Adam Parker, Strategic Planning, Maribyrnong City Council, PO Box 58, Footscray, Victoria 3011.

VINCE HAINING Chief Executive Officer

## Planning and Environment Act 1987

MARIBYRNONG PLANNING SCHEME

Notice of Preparation of Amendment Amendment C70 Authorisation A02143

The Maribyrnong City Council has prepared Amendment C70 to the Maribyrnong Planning Scheme.

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

The land affected by the Amendment is 4 Cross Street, Footscray, and part of the land known as Allotment 9, Section 13 in the Parish of Cut-Paw-Paw (Cross Street, Footscray).

The Amendment proposes to change the Maribyrnong Planning Scheme by:

- rezoning land at 4 Cross Street, Footscray, from its current Business 3 Zone (B3Z) to a Residential 1 Zone (R1Z);
- applying an Environmental Audit Overlay (EAO) to 4 Cross Street, Footscray;
- applying a Design and Development Overlay (DDO8) to 4 Cross Street, Footscray;
- applying a Heritage Overlay (HO192) to the electrical substation located on part of the land known as Allotment 9, Section 13 in the Parish of Cut-Paw-Paw (Cross Street, Footscray); and
- including HO192 in the current Schedule to the Heritage Overlay (Clause 43.01).

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, the Maribyrnong City Council Offices—corner Hyde and Napier Streets, Footscray 3011; Footscray Library, 56 Paisley Street, Footscray 3011; West Footscray Learning Centre, 539 Barkly Street, West Footscray 3012; on the Maribyrnong City Council website, www.maribyrnong.vic.gov. au; and on the Department of Planning and Community Development website, www.dpcd. vic.gov.au/planning/publicinspection

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

The closing date for submissions is Friday 20 April 2012.

A submission must be sent to the Manager, Strategy and Economic Development, Maribyrnong City Council, PO Box 58, Footscray 3011.

DAVID WALMSLEY

Manager
Strategy and Economic Development

#### Planning and Environment Act 1987

MOYNE PLANNING SCHEME Notice of Preparation of Amendment Amendment C48 Authorisation A01858

The Moyne Shire Council has prepared Amendment C48 to the Moyne Planning Scheme.

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

The land affected by the Amendment is all land within the town of Mortlake and adjoining Rural Living land.

The Amendment proposes to implement the recommendations of the Mortlake Urban Design Framework and also includes new heritage places at Mortlake in the Heritage Overlay in accordance with the recommendations of the Moyne Shire Heritage Study – Stage 2.

You may inspect the Amendment, any documents that support the Amendment and the explanatory report about the Amendment, free of charge, at the following locations: during office hours, at the office of the planning authority, Moyne Shire Council Offices, Princes Street, Port Fairy and also at: Council's Mortlake Office, 1 Jamieson Street, Mortlake; Mortlake Visitor Information Centre, 103 Dunlop Street, Mortlake; www.moyne.vic.gov.au under strategic planning; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is Monday 20 April 2012. A submission must be sent to the Moyne Shire Council, PO Box 51, Port Fairy 3284.

DAVID MADDEN Chief Executive Officer

## Planning and Environment Act 1987

SOUTH GIPPSLAND PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C61

Authorisation A02098

The Roads Corporation trading as VicRoads has prepared Amendment C61 to the South Gippsland Planning Scheme.

In accordance with section 9(1) of the **Planning and Environment Act 1987**, the Minister for Planning authorised VicRoads as the planning authority to prepare the Amendment.

The land affected by the Amendment is:

- Part of Lot 1 TP845492
- Part of Lot 1 TP845483
- Part of Lot 1 TP650609
- Part of Lot 1 TP643332
- Part of Lot 1 TP083015
- Part of Lot 1 TP369463.

All land parcels are located on the north of the Strzelecki Highway between Stubbers Lane and Cropley Road.

The Amendment proposes to introduce a Public Acquisition Overlay Schedule 2 (PAO2) for additional land required for the proposed overtaking lane and sealed shoulders on the Strzelecki Highway between Stubbers Lane and Cropley Road, west of Mirboo North. The Amendment also proposes to make a minor change to the current wording of Schedule 2 to the Public Acquisition Overlay and rezones a small portion of Crown Land from Farming Zone to Road Zone 1.

You may inspect the Amendment, any documents that support the Amendment and the Explanatory Report about the Amendment at the following locations: VicRoads Eastern Region – 120 Kay Street, Traralgon 3844; South Gippsland Shire Council Customer Service Centre – 9 Smith Street, Leongatha 3953.

This can be done during office hours and is free of charge. The Amendment is also available on the Department of Planning and Community Development website: www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is Thursday 19 April 2012. A submission must be sent to the Regional Director – VicRoads Eastern Region, PO Box 158, Traralgon 3844.

GARY LIDDLE Chief Executive VicRoads

#### Planning and Environment Act 1987

SOUTH GIPPSLAND PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C72

Authorisation A02179

The South Gippsland Shire Council has prepared Amendment C72 to the South Gippsland Planning Scheme.

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

The lands affected by the Amendment are the townships of Loch, Nyora, Poowong and Meeniyan and their immediate rural hinterlands.

- The Amendment proposes to:
- introduce into the Local Planning Policy Framework (Municipal Strategic Statement) new township planning provisions (including township Framework Plan maps) for Loch, Nyora, Poowong and Meeniyan. The new provisions primarily detail residential, commercial and industrial (industrial in Nyora and Meeniyan only) growth/expansion options in the townships;
- delete the Township Zone (TZ) from Loch, Nyora, Poowong and Meeniyan and apply zones that are generally consistent with existing uses occurring across areas, or consistent with preferred land uses identified in the new township Framework Plan maps;
- rezone land in Nyora north of Lang Lang– Poowong Road and bounded by Davis Street, Hewson Street and Walters Road, from a mix of the Farming Zone and Low Density Residential Zone to the Residential 1 Zone;
- rezone a series of individual land parcels in the four townships (in zones other than the TZ) to correct zone anomalies, errors and to make zones consistent with existing land uses;
- apply a Development Plan Overlay (DPO) to land in Nyora situated north of Lang Lang-Poowong Road and Cornishs Road and further bounded by Grundy Avenue, Hewson Street and Walters Road. The DPO will guide the future subdivision of the area having regard to its existing fragmented ownership and development pattern; and
- make incidental changes to the Municipal Strategic Statement to reflect completion and implementation of the Loch, Nyora, Poowong and Meeniyan Structure Plans.

See exhibition rezoning and DPO maps for precise details of boundaries of the abovementioned areas.

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, South Gippsland Shire Council, 9 Smith Street, Leongatha. Also see Council's web page, www.southgippsland.vic.gov.au; Loch, Nyora and Poowong post offices and the Meeniyan

newsagent; and at the Department of Planning and Community Development website, www. dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is Monday 16 April 2012. Submissions must be sent to Ken Griffiths, Strategic Planning Officer, South Gippsland Shire Council, Private Bag 4, Leongatha 3953.

CRAIG LYON Strategic Planning Coordinator

#### **EXEMPTION**

#### Application No. A364/2011

The Victorian Civil and Administrative Tribunal has considered an application pursuant to section 89 of the **Equal Opportunity Act 2010** (the Act) by the Australian Federation of Medical Women & the Victorian Medical Women's Society (together, the applicants). The application for exemption is to enable the applicants to have the option to restrict attendance at meetings, functions, seminars, conferences and events to women only (the exempt conduct).

Upon reading the material filed in support of this application, including the affidavits of Desiree Yap and Raie Goodwach, the Tribunal is satisfied that it is appropriate to grant an exemption from sections 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

In granting this exemption the Tribunal noted:

• The applicants are not for profit volunteer based organisations whose aims include the exchange of support and ideas regarding the provision of medical services to the community and providing a support network for women medical practitioners. The objects of each are to promote equity for medical women and to advocate for health for all, with a particular focus on women and children. The applicants represent the views of Australian and Victorian medical women before state, national and international forums and organisations.

- The applicants wish to have the option, from time to time, to offer sessions of the type described above to women only. The purpose is to assist in redressing professional inequity for medical women and offer a safe, comfortable and supportive environment for women to engage in professional development and discuss a range of matters pertinent to them. The majority of sessions will be open to both men and women.
- Statistical information included the application shows that women are significantly underrepresented in senior positions in medical organisations, academic departments, medical institutions and work places. These inequities continue to exist despite the fact that, since 1979, women and men have been graduating in equal numbers. Reference was also made to research indicating that, when men and women are in meetings, men disproportionately dominate discussions. The applicants' anecdotal experiences support those findings. Violence, harassment, discrimination and lack of equity are issues for women in the medical profession and the applicants believe that there will be times when it is preferable for women to discuss these matters separate from men. Finally, the applicants offer mentoring, gender-oriented career development and health and workforce policy discussions which seek to promote equal opportunities for women in the profession. Given the role of the applicants, it is preferable that some of those sessions are available to women only.
- No exception or current exemption already applies to the exempt conduct and in the absence of an exemption the exempt conduct would amount to prohibited discrimination.
- When making decisions about exemptions, the Tribunal is required to give proper consideration to relevant human rights as set out in the Charter of Human Rights and Responsibilities Act 2006 (Charter). Arguably, this exemption limits the right to equality and in particular the right to equal and effective protection against discrimination of men to attend sessions of the type described which are offered by the applicants. I am satisfied that, in the circumstances discussed above, the limit imposed by this exemption is reasonable and justified under the Charter.

The Tribunal hereby grants an exemption from the operation of sections 44, 107 and 182 of the Act to enable the applicant to engage in the exempt conduct.

This exemption is to remain in force from the day on which notice of the exemption is published in the Government Gazette until 14 March 2017.

Dated 7 March 2012

A. DEA Member

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

On 13 April 2012 at 12.30 pm on site

**Reference:** F97/02063.

**Address of Property:** 77–85 Standish Street (1 Lawrence Street), Myrtleford.

**Crown Description:** Crown Allotment 2003, Parish of Myrtleford.

**Terms of Sale:** Deposit 10%, Balance 60/90/120 days

Area: 3082 square metres.

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

**Selling Agent:** Ray White Real Estate, 27A Clyde Street, Myrtleford, Victoria 3737.

GORDON RICH-PHILLIPS MLC Assistant Treasurer

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

On 13 April 2012 at 12.30 pm on site

**Reference:** F97/02063.

**Address of Property:** 77–85 Standish Street, Myrtleford.

**Crown Description:** Crown Allotment 2004, Parish of Myrtleford.

**Terms of Sale:** Deposit 10%, Balance 60/90/120 days.

Area: 5029 square metres.

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

**Selling Agent:** Ray White Real Estate, 27A Clyde Street, Myrtleford, Victoria 3737.

GORDON RICH-PHILLIPS MLC Assistant Treasurer

#### Children's Services Act 1996

#### NOTICE OF EXEMPTION

Under section 29A(2) of the **Children's Services Act 1996**, the Secretary, Department of Education and Early Childhood Development, hereby declares that Lorne Fig Tree Community House, licence ID 10015, is exempt from the qualified staff member requirements as set out in regulations 55(2)(a)(ii), 55(2)(b)(ii) and 55(3) of the Children's Services Regulations 2009.

Under section 25P(1) of the **Children's Services Act 1996**, the Secretary, Department of Education and Early Childhood Development, also imposes the following additional conditions on Lorne Fig Tree Community House, licence ID 10015:

- 1. No more than one qualified staff member is employed in place of qualified staff.
- 2. The nominated staff member is undertaking a course to attain a post-secondary early childhood qualification recognised under regulation 5(2)(a).
- 3. The nominated staff member is mentored by a qualified early childhood person.
- 4. The service must advise the Regional Manager, Quality Assessment and Regulation Division, Department of Education and Early Childhood Development within 48 days of any changes that will prevent the service from complying with the exemption and its conditions.

This exemption and these additional conditions remain in force until 31 December 2012 unless revoked earlier.

Dated 5 March 2012

RICHARD BOLT Secretary

#### **County Court Act 1958**

#### NOTICE OF KOORI COURT VENUES

Pursuant to section 4A(3) of the **County Court Act 1958**, I direct that the Koori Court Division of the County Court of Victoria sit and act at the following venues:

Ballarat, Bendigo, Bairnsdale, Geelong, Hamilton, Horsham, Latrobe Valley, Melbourne, Mildura, Sale, Shepparton, Warrnambool, Wangaratta and Wodonga.

Dated 7 March 2012

MICHAEL ROZENES Chief Judge County Court of Victoria

## Forests Act 1958, No. 6254

## VARIATION OF THE PROHIBITED PERIOD

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

#### **SCHEDULE 1**

The Prohibited Period shall terminate at 0100 hours on Monday 19 March 2012 in the following municipalities:

Baw Baw Shire Council, East Gippsland Shire Council, Latrobe City Council, Wellington Shire Council, Strathbogie Shire Council.

EWAN WALLER Chief Fire Officer

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

#### **Livestock Disease Control Act 1994**

ORDER REVOCATING
DECLARATION OF CONTROL AREAS
FOR AVIAN INFLUENZA
(low pathogenic virus subtypes)

I, Peter Walsh, Minister for Agriculture, revoke the Order made under section 29 of the **Livestock Disease Control Act 1994**, declaring the land within the State of Victoria as described to be Control Areas for the exotic disease Avian Influenza (low pathogenic virus subtypes) that was made on 27 January 2012, notice of which

was published in the Victoria Government Gazette No. S18 on Monday 30 January 2012 and in the Hume Leader and Macedon Ranges Leader newspapers on Tuesday 14 February 2012.

Dated 1 March 2012

PETER WALSH MP Minister for Agriculture

## **Land Acquisition and Compensation Act 1986**

FORM 7

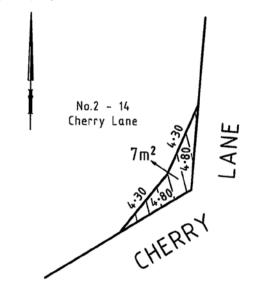
S. 21(a) Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Wyndham City Council declares that by this notice it acquires an interest in fee simple over the land shown hatched on the plan below and marked R1 on Plan of Subdivision 706377Q, being part of the land contained in Certificate of Title Volume 8782, Folio 805.

**Interest Acquired:** That of Optimum (No. 4) Pty Ltd.



Published with the authority of Wyndham City Council.

Dated 15 March 2012

For and on behalf of Wyndham City Council Signed KERRY THOMPSON Chief Executive Officer

## Land Acquisition and Compensation Act 1986 FORM 7

S. 21(a) Reg. 16

# **Land Acquisition and Compensation Act 1986** FORM 7

S. 21(a) Reg. 16

## Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Crown Allotment 6 Section B, Parish of Brewster, comprising 6.478 hectares and being land described in Certificate of Title Volume 11242 Folio 076, shown as Parcel 3 on Survey Plan 22495A.

**Interest Acquired:** That of Gayle Maree Morcombe and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

## Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Lot 1 on Plan of Subdivision 639463U, Parish of Burrumbeet, comprising 1779 square metres and being land described in Certificate of Title Volume 1008 Folio 546, shown as Parcel 2 on Survey Plan 22525.

**Interest Acquired:** That of Lyle John Powell and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

## Land Acquisition and Compensation Act 1986 FORM 7

S. 21(a) Reg. 16

#### Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Subdivision A Crown Allotment 13 and part of Crown Allotment 13C, Parish of Trawalla, comprising 3.2009 hectares and being land described in Certificate of Title Volume 7029 Folio 603, shown as Parcels 123 and 124 on Survey Plan 22442A.

**Interest Acquired:** That of Dynamic Flight Park Pty Ltd (ACN 088415712) and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

## Land Acquisition and Compensation Act 1986 FORM 7

S. 21(a)

Reg. 16

#### Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land previously described as part of Crown Portion 125, Lot 1 on Title Plan 949395S, Parish of Burrumbeet, comprising 532 square metres and being land described in Conveyance Book 146 Memorial No. 491, but now being the land in identified folio Volume 11330 Folio 550, shown as Parcel 129 on Survey Plan 22486B.

**Interest Acquired:** That of Henry Dobson and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

## Land Acquisition and Compensation Act 1986 FORM 7

S. 21(a) Reg. 16

#### Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Crown Allotments 3 and 4, 5 and 6 Section 7, Parish of Brewster, comprising 10.012 hectares and being land described in Certificate of Title Volume 10903 Folio 726; Certificate of Title Volume 10903 Folio 727; Certificate of Title Volume 10903 Folio 724, shown as Parcel 112 on Survey Plan 22491A and Parcels 144, 145 and 146 on Survey Plan 22493A.

**Interest Acquired:** That of Robert John Dunn and Elaine Teresa Dunn and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

# **Land Acquisition and Compensation Act 1986**FORM 7

S. 21(a) Reg. 16

#### Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Lot 1 on Title Plan 875619G, Parish of Beaufort, comprising 1.804 hectares and being land described in Certificate of Title Volume 10924 Folio 757, shown as Parcel 181 on Survey Plan 22445A.

**Interest Acquired:** That of Geoffrey Ernest Holdsworth and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

## Land Acquisition and Compensation Act 1986 FORM 7

S. 21(a) Reg. 16

## Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Crown Allotment 1, Section A, Parish of Livingstone, comprising 14.480 hectares and being land described in Certificate of Title Volume 8906 Folio 863, shown as Parcel 51 on Survey Plan 22435A.

**Interest Acquired:** That of Peter Leslie Francis Lewis and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

## Land Acquisition and Compensation Act 1986

FORM 7

S. 21(a) Reg. 16

#### Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Crown Allotment 1, Section B, Parish of Brewster, comprising 6.169 hectares and being land described in Certificate of Title Volume 8790 Folio 959 and Certificate of Title Volume 9672 Folio 603, shown as Parcel 41 on Survey Plan 22434A.

**Interest Acquired:** That of Barry Arthur Hobson and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

## Land Acquisition and Compensation Act 1986 FORM 7

S. 21(a)

Reg. 16

## Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Crown Allotment 1B, Parish of Brewster, comprising 613 square metres and being land described in Certificate of Title Volume 10661 Folio 071, shown as Parcel 6 on Survey Plan 22487A.

**Interest Acquired:** That of The Uniting Church In Australia Property Trust (Victoria) and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

# **Land Acquisition and Compensation Act 1986**FORM 7

S. 21(a)

Reg. 16

## Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Portion 127 and part of Lots 2 and 3 on Title Plan 329908X, Parish of Burrumbeet, Crown Allotments 3, 4, 5, 6, 7, 8, 9, 10 and 11, Parish of Brewster, comprising 3.569 hectares and being land described in Certificates of Title Volume 8326 Folio 569, Volume 8326 Folio 568, Volume 8326 Folio 563, Volume 8326 Folio 565, Volume 8326 Folio 564 and Volume 8379 Folio 495, shown as Parcels 121, 127 and 128 on Survey Plan 22486A, Parcel 9 on Survey Plan 22487A, Parcels 36, 37 and 39 on Survey Plan 22488A and Parcels 76, 77, 78, 79 and 80 on Survey Plan 22490.

**Interest Acquired:** That of Alison Mary Vowles as to 1 of a total of 2 equal undivided shares as tenants in common and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

# **Land Acquisition and Compensation Act 1986**FORM 7

S. 21(a) Reg. 16

### Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Lots 1 and 2 on Plan of Subdivision 062481, Parish of Brewster, comprising 10.713 hectares and being land described in Certificates of Title Volume 8603 Folio 171 and Volume 8603 Folio 170, shown as parcel 21 on Survey Plan 22496A and Parcel 41 on Survey Plan 22497A.

**Interest Acquired:** That of William Edward Dunn and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

## Land Acquisition and Compensation Act 1986 FORM 7

S. 21(a) Reg. 16

#### Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Crown Allotments 1A and 2, Parish of Brewster, comprising 2689 square metres and being land described in Certificate of Title Volume 11253 Folio 151 and Certificate of Title Volume 11253 Folio 153, shown as Parcels 5 and 8 on Survey Plan 22487A.

**Interest Acquired:** That of Barbara June Gration and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

## Land Acquisition and Compensation Act 1986 FORM 7

S. 21(a) Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

The Roads Corporation (VicRoads) declares that by this notice it acquires the following interest in the land described as part of Portion 127 and part of Lots 2 and 3 on Title Plan 329908X, Parish of Burrumbeet, Crown Allotments 3, 4, 5, 6, 7, 8, 9, 10 and 11, Parish of Brewster, comprising 3.569 hectares and being land described in Certificates of Title Volume 8326 Folio 569, Volume 8326 Folio 568, Volume 8326 Folio 563, Volume 8326 Folio 565, Volume 8326 Folio 564 and Volume 8379 Folio 495, shown as Parcels 121, 127 and 128 on Survey Plan 22486A, Parcel 9 on Survey Plan 22487A, Parcels 36, 37 and 39 on Survey Plan 22488A and Parcels 76, 77, 78, 79 and 80 on Survey Plan 22490.

**Interest Acquired:** That of Marion Dobson as to 1 of a total of 2 equal undivided shares as tenants in common and all other interests.

Published with the authority of VicRoads.

For and on behalf of VicRoads

Signed SHANE WRIGHT-GOODWIN

Name Shane Wright-Goodwin

Dated 15 March 2012

### Water Act 1989 (Vic.)

NORTH EAST REGION WATER CORPORATION (NORTH EAST WATER)

North East Water Model Water Restriction By-Law 1/2012

Public Notice

North East Water revokes North East Water Model Water Restriction By-Law 1/2008.

In accordance with section 287ZC of the Water Act 1989, North East Water hereby gives notice that it has made a By-Law, titled 'North East Water Model Water Restriction By-Law 1/2012', pursuant to sections 171 and 160 of the Water Act 1989.

Water Restriction By-Law 1/2012 is made using a Model Water Restriction By-law issued by the Minister for Water on 27 November 2011. The North East Water Model Water Restriction By-Law 1/2012 is made in relation to restrictions and prohibitions on the use of water that may be imposed in the Water Supply Districts of North East Water.

The purpose of the By-Law is to:

- a. promote the efficient use and conservation of water; and
- b. set out four stages of restrictions on the use of water; and
- c. specify things which must not be done while each stage of restriction persists; and
- d. specify principles for considering applications for exemptions from particular restrictions; and
- e. prescribe offences and penalties for the contravention of the By-law, including for which an infringement notice may be served; and
- f. prescribe classes of persons for the purpose of issuing infringement notices.

A copy of the By-Law is available for inspection free of charge:

- at the North East Water Office, Level 1, Hovell Street, Wodonga, during business hours; or
- by visiting North East Water's website at www.newater.com.au



## Bus Safety Act 2009 (Vic.)

### DECLARATION UNDER SECTION 7(1)(c)

I, Stephen Turner, delegate of the Director, Transport Safety, in exercise of the powers vested in me under section 7(1)(c) of the **Bus Safety Act 2009** (Vic.) hereby declare the following courtesy bus services within the meaning of section 3(1) of the **Bus Safety Act 2009** (Vic.) to be non-commercial courtesy bus services for the purpose of section 3(1) of the **Bus Safety Act 2009** (Vic.):

<b>Bus Operator Name:</b>	ACN/ARBN:	Registered Address:
Thiess Services Pty Ltd	010 725 247	9–11 Green Street, Doveton, Vic. 3177
Svetlana Nikoloski		5 Cormican Place, Lovely Banks, Vic. 3221
R J Cornish & Co Pty Ltd	004 392 214	174 Cottons Road, Cobram, Vic. 3644
Equity Valet Parking Pty Ltd	129 112 894	600 Nicholson Street, Fitzroy North, Vic. 3068
Keppel Prince Engineering Pty Ltd	004 727 619	184 Darts Road, Portland, Vic. 3305
Maffray Pty Ltd	004 979 373	20 Coghlans Road, Warrnambool, Vic. 3280
Benchmark-Peninsula Pty Ltd	006 918 163	525 McClelland Drive, Frankston, Vic. 3199
Ford Motor Company of Australia Ltd	004 116 223	1735 Sydney Road, Campbellfield, Vic. 3061
LaTrobe Valley Enterprises	004 781 122	547 Princes Drive, Morwell, Vic. 3840
Bradley Dawson		179D Kenyon Avenue, Red Cliffs, Vic. 3496
ERGT Australia (Vic.) Pty Ltd	145 506 289	62 Tramway Road, Morwell, Vic. 3842

This declaration is made on the basis that the non-commercial courtesy bus operators specified above:

- (a) have provided evidence that they do not derive any profit from the provision of the bus service; and
- (b) only use the bus service to transport their staff/employees in connection with their trade or

This declaration is made following consultation with the affected operators and sectors of the industry as required under section 7(2) of the **Bus Safety Act 2009** (Vic.).

Dated 15 March 2012

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

#### **Country Fire Authority Act 1958**

#### VARIATION OF FIRE DANGER PERIOD

In pursuance of the powers conferred by section 4 of the **Country Fire Authority Act 1958**, I, Mick Bourke, Chief Executive Officer of the Country Fire Authority, after consultation with the Secretary to the Department of Sustainability and Environment, hereby vary the declaration of the Fire Danger Periods previously published in the Government Gazette by declaring that such Fire Danger Periods shall end in respect of the undermentioned Municipal Districts of Municipalities or parts of Municipalities specified.

To terminate from 0100 hours on 19 March 2012:

- Greater Shepparton City Council
- Moira Shire Council
- Strathbogie Shire Council
- Yarra Ranges Shire Council
- Knox City Council
- Manningham City Council (those portions not included in the Metropolitan Fire District)
- Maroondah City Council (those portions not included in the Metropolitan Fire District)
- Greater Bendigo City Council
- Central Goldfields Shire Council
- Mount Alexander Shire Council
- Macedon Ranges Shire Council
- East Gippsland Shire Council
- Melton Shire Council (those portions not included in the Metropolitan Fire District)
- Hume City Council (those portions not included in the Metropolitan Fire District)
- Whittlesea City Council (those portions not included in the Metropolitan Fire District)
- Wyndham City Council (those portions not included in the Metropolitan Fire District)
- Nillumbik Shire Council (those portions not included in the Metropolitan Fire District)
- Banyule City Council (those portions not included in the Metropolitan Fire District)
- Baw Baw Shire Council
- South Gippsland Shire Council
- Horsham Rural City Council (Northern Part) That part north of the line described by the following roads: Bow Lake Fire Access Road, Bow Lake Road, Jallumba/Clear Lake Road, Jallumba/Mockinya Road, Wonwondah/Toolondo Road, North East Wonwondah Road, Grampians Road, Wonwondah/Dadswells Bridge Road, Fulbrooks Road to the Wimmera River.
- Yarriambiack Shire Council (remainder)
- Latrobe City Council
- Wellington Shire Council
- Bass Coast Shire Council
- Cardinia Shire Council
- Casev City Council
- Frankston City Council
- Greater Dandenong City Council
- Kingston City Council (those portions not included in the Metropolitan Fire District)
- Mornington Peninsula Shire Council
- French Island.

MICK BOURKE Chief Executive Officer

#### **Electricity Act 2000**

# ENERGY CONTRACT – STANDING OFFER TERMS AND DEEMED TERMS (ELECTRICITY)

#### TERMS OF STANDING OFFER

These Standing Offer terms and conditions are published in accordance with section 35 of the *Electricity Act* and will come into force on 15 April 2012. When in force these terms and conditions will by law be binding on us and any customer to whom they are expressed to apply under the *Electricity Act* without the need for us or that customer to sign a document containing these terms and conditions.

#### 1. THE PARTIES

This contract is between:

Alinta Energy Retail Sales Pty Ltd, ABN 22 149 658 300, trading as Alinta Energy of Level 11, 20 Bridge Street, Sydney, NSW 2000 (in this *energy contract* referred to as *we*, *our* or *us*); and

You, the *customer* to whom this *energy contract* is expressed to apply (in this *energy contract* referred to as *you* or *your*).

#### 2. **DEFINITIONS**

Words appearing in bold type like *this* are defined in Schedule 1 to this contract.

#### 3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

#### 3.1 These are our terms and conditions

This document sets out our current standing offer terms and conditions for the purposes of the *Electricity Act*.

#### 3.2 Standing offer and deemed customer contracts

These terms and conditions apply to you (and as a consequence as you have an *energy contract* or a *deemed contract* with us) under the *Electricity Act* if you are a *domestic or small business customer* in relation to your *supply address* and:

- (a) in respect of a *standing offer* you accept an offer from us for the supply of electricity at your *supply address* on or after 15 April 2012; and
- (b) you are a *deemed customer*.

#### 4. WHAT IS THE TERM OF THIS CONTRACT?

## 4.1 When does this contract start?

- (a) Your contract with us for your *supply address* will start:
  - in respect of a *standing offer*, when you accept an offer from us for the sale of electricity at your *supply address*; and
  - (ii) for *deemed contracts*, when you first start using electricity at that *supply* address.
- (b) Despite paragraph 4.1(a) our obligation to sell you electricity at your *supply address* will not commence until we are *responsible* for your *supply address*.

## 4.2 Cooling off Period standing offers?

If you accept our standing offer to purchase electricity then you have 10 *business days* from the date of acceptance to notify us that you do not wish to continue with this *energy contract*. You may also have rights to cancel this *energy contract* under the Australian Consumer Law.

#### 4.3 When does this contract end?

Subject to clause 4.2 and 4.4, your contract will end:

- (a) when you enter into a new contract with us for your *supply address* and that contract commences; or
- (b) when another *customer* enters into a new contract with us or another *retailer* for that *supply address*.

- (c) if you have vacated or intend to vacate your *supply address*, on the day you cease to be responsible to pay for electricity supplied to that *supply address* under clause 14;
- (d) on the day after you cease to have the right under the *Energy Retail Code* to have your *supply address* reconnected following disconnection in accordance with clause 12;
- (e) if you are a *deemed customer*, at the end of the period covered by the second bill issued by us to you or, you terminate this contract (in which case no notice is required);
- (f) if you are a *deemed customer*, another retailer becomes responsible for your *supply address*;
- (g) if you are a standing offer customer, by you giving us at least 28 days' notice; or
- (h) if we are no longer entitled to sell energy due to a *last resort event*.

## 4.4 Rights on the contract ending

The ending of this contract does not affect any rights or obligations which have accrued under this contract prior to that time.

#### 5. SCOPE OF THIS CONTRACT

## 5.1 What is covered by this contract?

We agree to sell to you electricity and related services, arrange for the delivery of electricity to your *supply address* (by your *distributor*) and perform our other obligations set out in this contract.

In return, you are required to pay the amount billed by us under clause 7 of this contract, and perform your other obligations under this contract.

#### 5.2 Connection

If you require connection at your *supply address*, we can arrange the connection with the *distributor* at your request and at your cost upon receipt of your application together with any information required under the *Energy Retail Code*. If we have an obligation to arrange a connection on your behalf we will do this in accordance with the *Energy Retail Code*.

#### 6. PRICE FOR ELECTRICITY AND OTHER SERVICES

#### 6.1 What are our tariffs and charges?

Our current *tariffs* and charges for the electricity and other services are published in the Victoria Government Gazette and will also be described in our *price list* which can be obtained from www.alintadirect.com.au. If you ask us we will also provide you will a copy of our current *price list*.

#### 6.2 Which tariff applies to you?

Our *price list* explains each category or type of tariff and the conditions that need to be satisfied for each **tariff** and charge to apply.

Our price list also sets out other fees and charges which might apply to you and to your *supply address*.

In some cases, you will be able to select a *tariff* to apply to you. If you do not choose a *tariff*, we will assign one to you.

## 6.3 Variations to the tariffs and charges

We can vary our **tariffs** (including categories, types or rates) no more than once every six months in accordance with the requirements of the *Electricity Act* or other *applicable regulatory instruments* and any variation will be published on our website and in the Victoria Government Gazette and in accordance with the *Energy Retail Code*.

We will notify you of any changes to your applicable *tariff* as soon as possible and, in any event, with your next bill.

If the conditions applying to our **tariffs** and charges change so that your previous **tariff** and charges no longer apply to you at your *supply address*, we can decide which **tariffs** and charges will apply.

We can also vary the fees and charges listed in our *price list* (other than tariffs) at any time. Any such variation will take affect from the date being one month after the variation is published on our website at www.alintadirect.com.au.

#### 6.4 Switching tariffs

You must tell us if your circumstances relating to your eligibility for a **tariff** or charge change. If your eligibility for a tariff changes or, the distribution tariffs your distributor applies to your *supply address* charge, we may assign a different tariff or category of tariff to you.

If you think you satisfy all of the conditions applying to another **tariff** or charge, you can ask us to review your current circumstances to see whether that tariff or charge can apply to you.

### 6.5 Changes to the tariff rates and charges during a billing cycle

If a tariff rate or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated on a pro-rata basis using:

- (a) the old **tariff** or charge up to and including the date of change; and
- (b) the new **tariff** or charge from that date to the end of the **billing cycle**.

#### 6.6 Changes to the tariff type/category during a billing cycle

If the type or category of **tariff** or charge applying to you changes during a *billing cycle*, your bill for that *billing cycle* will be calculated using:

- (a) the old **tariff** or charge up to and including the date of change; and
- (b) the new **tariff** or charge from that date to the end of the **billing cycle**.

## 6.7 Additional amounts

- (a) Subject to applicable regulatory instruments, we may also charge you additional amounts if:
  - (i) we arrange for a meter reader to return to your supply address to read the meter in the circumstances set out in clause 7.4(b);
  - (ii) we agree a shorter billing cycle less than three months at your request;
  - (iii) you are a business customer and we enter into an instalment plan with you at your request;
  - (iv) we provide a copy of the Energy Retail Code to you at your request;
  - (v) we provide historical billing and metering data to you at your request and the request is not the first request by you within the preceding year or the data requested relates to a period prior to the preceding two years;
  - (vi) you have transferred to another retailer and we provide historical billing and metering data to you at your request; and
  - (vii) you are a domestic customer and, due to your breach, any payment of a bill is dishonoured or reversed and we incur a fee.
- (b) Any additional amounts charged will be fair and reasonable having regard to the related costs incurred by us.

## 6.8 GST

Certain amounts in this contract are (or will be) stated to be inclusive of GST. These are:

- (a) the amounts specified in our *price list* from time to time; and
- (b) the amount specified in clause 7.

Apart from these amounts, there may be other amounts paid by you or by us under this contract that are payments for taxable supplies as defined for GST purposes. To the extent permitted by law, these other payments will be increased so that the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

Any adjustments for GST under this clause will be made in accordance with the requirements of the **Competition and Consumer Act 2010** (Cth).

#### 7. BILLING

#### 7.1 When bills are sent

We will send a bill to you as soon as possible after the end of each *billing cycle*. This will be at least once every three months in accordance with the *Energy Retail Code*.

If we fail to issue a bill following the end of a *billing cycle*, we will offer you the option of paying for any electricity used during the relevant *billing cycle* under an instalment plan. The maximum period of that instalment plan will be the greater of the period during which we did not bill you or twelve months.

#### 7.2 Calculating the bill

We will calculate at the end of each *billing cycle*:

- (a) the bill for electricity supplied during that *billing cycle* (using information obtained from reading your meter or using an approved estimating system):
- (b) the amount for any other services supplied under this contract during the *billing cycle*;
- (c) any services we use to deliver the energy to your *supply address* during that billing cycle; and
- (d) any additional retail charges we may charge you under applicable regulatory instruments during that billing cycle.

#### 7.3 Metered charges

We will usually charge you for your metered consumption of electricity, using the applicable **tariffs** determined or varied in accordance with clause 6. Your type of meter will affect this in that some meters only record the volume of electricity used while new interval meters also indicate when electricity is used and, subject to applicable regulatory instruments, it will be charged for accordingly.

#### 7.4 Estimating the electricity usage

- (a) If we are not able to reasonably or reliably base a bill on a reading of your meter for any reason (for example, if access to the meter cannot be gained, or the meter breaks down or is faulty), we may provide you with an estimated bill in accordance with applicable regulatory instruments.
- (b) If the meter is unable to be read due to your actions, subject to applicable regulatory instruments, we can bill you any charges we incur in arranging for a meter reader returning to your *supply address* to read the meter.
- (c) If we provide you with an estimated bill we will adjust your bill in accordance with the *Energy Retail Code*. We will endeavour to read your meter at least once in any 12 months.
- (d) We may also provide you with an estimated bill under a bill smoothing arrangement in accordance with the *Energy Retail Code*.
- (e) If there is no electricity meter for your supply address we will base your bill on data in accordance with the *Energy Retail Code*.

#### 7.5 How bills are issued

We must send a bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

## 7.6 Proportionate billing

If we issue a bill which covers a period other than your usual billing cycle or a period during which your tariff changes, we will charge in proportion to the relevant periods and show the details on your bill

#### 7.7 Contents of a bill

The bill will be in a form and contain such information as is required by the *Energy Retail Code*. This will include:

- your name and account number, *supply address* and mailing address;
- the period covered by the bill;
- the relevant tariff which applies to you;
- the total amount of electricity consumed during the period covered by the bill;
- whether the bill is based on a meter reading or is an estimated bill or is based on substituted data;
- the due date for payment;
- the telephone number for billing and payments enquiries;
- a summary of payment methods.

### 7.8 Bill information request

At your request we will provide you with reasonable information on network charges, retail charges and other charges relating to the sale or supply of electricity comprised in the amount payable under your bill.

#### 7.9 Shortened billing cycle

We may place you on a shortened collection cycle if we have given you reminder notices for three consecutive bills or disconnection notices for two consecutive bills and also complied with our obligations under the *Energy Retail Code*. We will notify you that we have placed you on a shortened collection cycle within 10 business days of doing so.

#### 8. PAYING YOUR BILL

#### 8.1 What you have to pay

You must pay to us the amount shown on each bill by the date shown on the bill as the date for payment. That date will be not less than 12 business days from the date of dispatch of the bill.

#### 8.2 How the bill is paid

You can pay the bill using any of the payment methods listed on the bill including in person at the agencies or outlets specified in the bill, by mail or by direct debit arrangement (where you have given your consent to a direct debit arrangement in accordance with clause 7.2(b) of the *Energy Retail Code*). We will also accept payment in advance from you. If a payment you make is dishonoured (e.g. where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

#### 8.3 Late payments

Subject to applicable regulatory instruments, if you do not pay your bill on time, we may require you to pay our fair and reasonable costs of recovering that amount from you. If you are a *business customer*, you may also be required to pay interest on the outstanding amount as set out in the *price list*.

This clause does not affect our right to arrange for your *supply address* to be disconnected under clause 12 of this *energy contract*.

#### 8.4 Difficulties in paying

If you have difficulties paying your bill, you must contact us as soon as possible. We will provide you with information about various payment options (including instalment plans) and, where applicable, payment assistance, in accordance with the *Energy Retail Code*.

We are also required by the *Energy Retail Code* to do this where we believe you may be experiencing repeated difficulties in paying your bill or require payment assistance or information.

If you are a *domestic customer* we must:

Victoria Government Gazette

- (a) assess in a timely way whatever information you provide or we may otherwise have concerning your capacity to pay taking into account advice from an independent financial counsellor if we are unable to adequately make that assessment;
- (b) at your request, make available documentary evidence of that assessment to you:
- (c) unless you have in the previous 12 months failed to comply with two instalment plans and do not provide us with reasonable assurance that you are willing to meet your payment obligations under a further instalment plan, offer you an instalment plan; and
- (d) provide you with details on concessions including the Utility Relief Grant, telephone information about energy efficiency and advice on the availability of an independent financial counsellor.

We will not commence legal proceedings for recovery of debt from you if you are a domestic customer unless we have complied with these obligations. We will also not commence legal proceedings while you continue to make payments according to an agreed payment arrangement. We will comply with any guidelines on debt collection issued by the Australian Competition and Consumer Commission concerning section 168 of the Australian Consumer

If you are a business customer we will consider any reasonable request from you for an instalment plan. We may impose an additional retail charge if we enter into an instalment plan with you.

If you are a domestic customer we will consider conducting a field audit to assist you to address the difficulties you may have paying our bills. We will only conduct such an audit if we agree with you to do so.

#### 8.5 Payment for other services or additional amounts

If you are a *domestic customer* and beyond the supply or sale of electricity, we also supply other goods or services to you, we may bill you separately for those other goods or services or include them in the bill for the supply or sale of electricity. If we issue a bundled bill we will show the charge for the other goods or services as a separate item and apply payments received from you as you direct or, if you give no direction apply the payment first to the supply or sale of electricity before applying any part to the other goods or services.

#### 8.6 Reviewing your bill

We will review your bill at your request. The review will be undertaken in accordance with the requirements of the *Energy Retail Code*.

If your bill is being reviewed, you are still required to pay the greater of:

- the portion of the bill which you do not dispute; or (a)
- (b) an amount equal to the average of your bills in the last 12 months.

You must also pay any future bills.

If the bill under review is correct, you must with pay the unpaid amount or request us to arrange a meter test in accordance with applicable regulatory instruments. If your meter is found to comply with applicable regulatory instruments, you must pay the cost of the test and pay the unpaid amount. If the bill under review is incorrect we will adjust the bill in accordance with clause 10.1 or clause 10.2.

#### 9. **METERS**

You must allow safe and convenient access to your *supply address* and meter for the purposes of reading, inspecting the relevant meters and for connection, disconnection and reconnection.

#### 10. OVERCHARGING AND UNDERCHARGING

#### 10.1 Undercharging

We may recover from you any amount you have been undercharged in accordance with the *Energy Retail Code*.

Where you have been undercharged as a result of a failure of our billing system, we can only recover the amount undercharged in the 9 months prior to the date of which we notify you the undercharging has occurred. In other circumstances we can only recover the amount undercharged in the 12 months prior to notifying you of the undercharge. The amount we can recover is not limited to the extent the undercharging resulted from an unlawful act by you or from your failure to comply with clause 9. We must offer you the opportunity to pay this amount in instalments over the same period of time during which you were undercharged.

#### 10.2 Overcharging

Where you have been overcharged, we must tell you and follow the procedures set out in the *Energy Retail Code* for repaying the money. Where the amount overcharged is \$50 or less, and you have already paid that amount, the amount will be credited to your next bill, or, if you have subsequently ended this contract, we will pay you that amount within 10 *business days*.

Where the amount overcharged is more than \$50, and you have already paid that amount, we must tell you within 10 *business days* of becoming aware of the undercharging and repay any amount overcharged by crediting your bill or as otherwise reasonably directed by you.

#### 11. REFUNDABLE ADVANCES

#### 11.1 Requirement to provide refundable advance

- (a) If you are a *domestic customer* we may require you to provide a *refundable advance* in accordance with the *Energy Retail Code* and other applicable regulatory requirements if:
  - (i) you have left a previous supply address or have transferred to us and still owe us or a former retailer more than \$120;
  - (ii) within the previous two years you have used electricity otherwise than in accordance with applicable laws and codes;
  - (iii) you are a new **customer** and have refused to provide acceptable identification in accordance with the *Energy Retail Code*; or
  - (iv) we determine that you have an unsatisfactory credit rating, having regard only to any applicable regulatory instruments and subject to clause 8.1(b) of the *Energy Retail Code*.

#### 11.2 Use of a Refundable Advance

We will only use and will repay your *refundable advance* in accordance with the *Energy Retail Code*.

#### 11.3 Business customers

If you are a *business customer*, we may require you to pay a *refundable advance* in accordance with the *Energy Retail Code*.

#### 12. DISCONNECTION OF SUPPLY

#### 12.1 When can we arrange for disconnection?

Subject to us satisfying the requirements and following the procedures in the *Energy Retail Code*, we can arrange for the disconnection of your *supply address*:

- (a) at your request;
- (b) if you do not pay your bill by the last day for payment;
- (c) if due to your act or omission, your meter is not accessible for the purpose of a reading for three consecutive bills in your billing cycle;

- (d) if you refuse to provide acceptable identification or a *refundable advance*;
- (e) we are otherwise entitled or required to do so under the *Energy Retail Code* or by law. You should be aware that there are other circumstances in which your *distributor* can arrange for disconnection, such as in cases of emergency or for safety reasons or for maintenance or where you are breaching clause 16.1. These are detailed in your *distribution contract*.

## 12.2 Comply with the Energy Retail Code

We must comply with the provisions of the *Energy Retail Code* (such as giving you the required notices and warnings) before arranging for the disconnection of your *supply address*.

#### 12.3 No Disconnection

We will not disconnect you:

- (a) unless we have given you the warnings and notices required by the *Energy Retail Code*:
- (b) unless we have complied with the requirements of the *Energy Retail Code*;
- (c) unless permitted to do so by the *Energy Retail Code*;
- (d) if your supply address is registered by the relevant *distributor* as a life support machine supply address;
- (e) for non-payment of a bill where:
  - (i) the amount payable is less than \$120;
  - (ii) you are a *domestic customer* who has applied for a Utility Relief Grant and a decision on the application has not been made;
  - (iii) you have made a complaint directly to the Energy and Water Ombudsman Victoria or another external dispute resolution body and the complaint remains unresolved;
  - (iv) the only charge you have not paid is not a charge for the supply or sale of energy; or
- (f) unless other otherwise requested by you:
  - (i) on a weekday: after 2 pm (for a *domestic customer*) or 3 pm for a *business customer*; or
  - (ii) on a Friday, on a weekend or a public holiday or on the day before a public holiday.

#### 13. RECONNECTION AFTER DISCONNECTION

If:

- (a) we have disconnected you;
- (b) you rectify the reason for the disconnection within 10 *business days* of the disconnection in accordance with the *Energy Retail Code*; and
- (c) you request us to reconnect you then,

subject to applicable laws and codes and you paying any reconnection charge we will reconnect you within the time specified by the *Energy Retail Code*.

### 14. VACATING A SUPPLY ADDRESS

- (a) You must give us at least 3 *business days*' notice of your intention to vacate your *supply address*, together with a forwarding address for your final bill.
- (b) Subject to clause 14(c), you must pay us for electricity supplied to your *supply address* until the later of:
  - (i) 3 business days after the date on which you gave us notice of the date on which you vacated or intend to vacate the supply address; or
  - (ii) the date on which you vacate the *supply address*.

- (c) You may cease to be liable to pay for electricity consumed at the *supply address* from the date specified in the following paragraphs if:
  - (i) you demonstrate to us that you were evicted or otherwise forced to vacate the *supply address*, the date on which you give us the notice under clause 14(a);
  - (ii) if we and another customer enter into an energy contract or a deemed contract, the date on which the obligation to pay for electricity under that new contract is effective;
  - (iii) another retailer becomes *responsible* for the *supply address*, the date on which the other retailer becomes *responsible*; or
  - (iv) the supply address is disconnected, the date on which the supply address is disconnected.
- (d) If we have entered into an energy contract for another supply address we may include in a bill for the other supply address the amount payable for electricity consumed at the vacated *supply address* in accordance with the *Energy Retail Code*.

#### 15. LIABILITY

## 15.1 Quality of electricity supplied to your supply address

You acknowledge that the quality, frequency, reliability or continuity of supply of electricity supplied to your *supply address* is subject to a varied of factors outside our control. You should also be aware that electricity suffers fluctuations and interruptions from time to time for a number of reasons, including:

- (a) the location of the *supply address*;
- (b) whether your *supply address* is served by underground or overhead mains;
- (c) the weather conditions;
- (d) animals, vegetation, the actions of vandals and other people;
- (e) the existence of emergency or dangerous conditions;
- (f) damage to an electricity network;
- (g) the design and technical limitations of the electricity network;
- (h) the demand for electricity at any point in time; and
- (i) the acts or omissions of your *distributor*.

You acknowledge that the nature of electricity supply is such that, except as required by law, we cannot guarantee to you the quality, frequency, reliability or continuity of supply of electricity delivered to your *supply address*.

#### 15.2 How this clause operates with the Australian Consumer Law

Our liability under this *energy contract* is limited to the maximum extent permitted by section 64A of the Australian Consumer Law. To the extent that it is fair and reasonable to do so, our liability for breach of this *energy contract* or any condition, warranty or representation or right which might be implied into or form part of this *energy contract* is limited to:

- (a) providing equivalent goods or services provided under this contract; or
- (b) paying you the cost of replacing the goods or services provided under this contract to your *supply address*, or acquiring equivalent goods or services.

#### 15.3 Exclusion of implied warranties

To the maximum extent permitted by law, all warranties implied by common law or statute are excluded from this *energy contract* unless expressly included.

#### 15.4 Acknowledgment by business customers

If you are a business customer you:

- (a) acknowledge and understand that unexpected fluctuations or interruptions may cause damage to your equipment or cause it to malfunction; and
- (b) you also acknowledge that we recommend that you give careful consideration to taking out insurance or installing devices to protect your equipment and property when these fluctuations or interruptions do occur.

#### 15.5 National Electricity Law

This clause 15 applies in addition to, and does not vary or exclude, the operation of section 120 of the National Electricity Law.

#### 15.6 Survival of this clause

This clause 15 survives the termination of this *energy contract*.

#### 16. USE OF ELECTRICITY AND ILLEGAL USE

#### 16.1 Use of electricity

You must not:

- (a) allow electricity purchased from us to be used other than in accordance with this contract or the *Energy Retail Code*; or
- (b) tamper with, or permit tampering with, any meters or associated equipment.

## 16.2 Illegal use

If you have breached clause 16.1 of this contract, we may, in accordance with the *Energy Retail Code* estimate the amount of the electricity so obtained and bill you or take debt recovery action against you for that amount.

#### 17. INFORMATION WE NEED

You must provide us with all information we reasonably require for the purposes of this contract. All information must be correct. We have rights under the *Electricity Act* and the *Energy Retail Code* if information you provide is incorrect. You must tell us if information you have provided to us changes (for example, if your address changes, or the purpose for which you are buying electricity changes).

#### 18. WE CAN AMEND THIS CONTRACT

Subject to clause 6.3, we can amend these terms and conditions at any time in accordance with the *Electricity Act* and the requirements of the *Energy Retail Code*. Subject to the *Energy Retail Code*, any amendment will take effect from the date referred to in the Victoria Government Gazette.

#### 19. NOTICES

Unless the *Energy Retail Code* permits (for example, where phone calls are allowed), all notices must be sent in writing. We can send to you notices:

- (a) by post to your *supply address* or the most recent address that we have for you. If a notice is sent by post, we can assume that you have received the notice on the second **business day** after it was sent;
- (b) by email if you have provide us with an email address;
- (c) by fax if you have provide us with a fax address.

A notice can also be given to you personally.

#### 20. PRIVACY AND CONFIDENTIALITY

#### 20.1 Privacy of information

Subject to clauses 20.2 and 25 of this *energy contract* we must keep your information about *clause* confidential.

#### 20.2 Disclosure

We may, however, disclose information about you:

- (a) if required or permitted by law to do so;
- (b) if we are required or permitted by our licence to do so, such as to a law enforcement agency;
- (c) where you give us written consent;
- (d) to your *distributor* or a metering provider to the extent that information is for the purposes of arranging connection, disconnection, reconnection, testing of a meter and billing; or

(e) for the purposes of conducting a credit assessment in accordance with clause 20.3.

#### 20.3 Credit assessment

Subject to any applicable laws and applicable regulatory instruments:

- (a) You consent to us conducting a credit assessment of you and using any information we have or may obtain to establish your creditworthiness.
- (b) This energy contract is a contract for credit. You agree that we may disclose your personal information to a credit reporting agency for the purpose of obtaining a consumer credit report about you if you have applied for consumer or commercial credit and to allow the credit reporting agency to maintain a credit information file containing information about you. This information may be given before, during or after the provision of credit to you. The information may include your name, gender and date of birth, your current and previous addresses, the fact that you have applied for credit, that we are a current credit provider to you, any payments overdue for more than 60 days that we have taken steps to recover, information that payments are no longer overdue, information that in our opinion you have committed a serious credit infringement and any information regarding cheques drawn by you for \$100 or more which have been dishonoured more than once.
- (c) Where you are applying for consumer credit you also agree that we may obtain information about from a business which provides information about the creditworthiness of persons for the purpose of assessing your application. Where you are applying for commercial credit you agree we may obtain a consumer credit report from a credit reporting agency containing information about you for the purposes of assessing your application.
- (d) You agree that we may also exchange permitted credit information about you with other credit providers under the Privacy Act 1988 (Cth) for the purposes of assessing an application by you for credit, in circumstances where you do not comply with your obligations (whether with us or another credit provider) or to assess your commercial or consumer creditworthiness. Information exchanged can include anything about your creditworthiness, credit standing, credit history or credit capacity that credit providers an allowed to exchange or are not prohibited from exchanging under the Privacy At 1988 for the purposes permitted by that Act.

#### 21. OUERIES AND COMPLAINTS

Complaints will be handled in accordance with the relevant Australian Standard on Complaints Handling. Information on our complaint handling process is in our customer charter which can be obtain by contacting us on 133 702 or at www.alintaenergy.com.au. In addition, if you have a query or a complaint relating to the sale of electricity by us to you, or this contract generally, you may contact us as follows (as updated and notified to you from time to time):

- (a) call us on 133 702
- (b) log your feedback at www.alintadirect.com.au
- (c) post your comments to:

Alinta Energy – Feedback GPO Box 1302 Melbourne, Victoria 3001

#### 22. OTHER OBLIGATIONS

We will:

- (a) if you are a *domestic customer*, provide you with a copy of our customer charter in accordance with the *Energy Retail Code*;
- (b) provide you with a copy of the *Energy Retail Code* at your request. We may charge you an additional amount for doing so. The *Energy Retail Code* may also be obtained from the ESC website;

- (c) retain your historical billing data for at least two years and provide you with a copy of this at your request in accordance with the *Energy Retail Code*;
- (d) provide you with energy efficiency advice at your request;
- (e) if you are a *domestic customer*, provide you with information on concessions available to you;
- (f) advise your *distributor* in accordance with the *Energy Retail Code* if you confirm that:
  - (i) and provide evidence from a registered medical practitioner or a hospital a person residing at your address requires a life support machine or has a medical condition that requires continuous supply; or
  - (ii) that your supply address is affected by a fault.

#### 23. FORCE MAJEURE

#### 23.1 Effect of force majeure event

If, but for this clause 23, either party would breach this contract due to the occurrence of a *force majeure event*:

- (a) The obligations of the party under this energy contract, are suspended to the extent to which they are affected by the force majeure event for so long as the *force majeure* event continues; and
- (b) The affected party must give the other prompt notice of that fact including full particulars of the *force majeure event*, an estimate of its likely duration, the obligations affected by it and the extent of its effects on those obligations and the steps taken to remove, overcome or minimise those effects.
- (c) If the effects of the force majeure event are widespread then we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.

## 23.2 Deemed prompt notice

For the purposes of this clause 23, if the effects of a *force majeure event* are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the *force majeure event* or otherwise as soon as practicable.

#### 23.3 Obligation to overcome or minimise effects of force majeure event

Either party relying on this clause 23 by claiming a *force majeure event* must use its *best endeavours* to remove, overcome or minimise the effects of that *force majeure event* as quickly as practicable.

#### 23.4 Settlement of industrial disputes

Nothing in this clause 23 will require either party to settle an industrial dispute which constitutes a *force majeure event* in any manner other than the manner preferred by that party.

## 23.5 Non-exclusion of National Electricity Law

Nothing in this clause 23 varies or excludes the operation of section 120 of the National Electricity Law.

#### 24. APPLICABLE LAW

- (a) We, as your *retailer*, and you, as our customer, agree to comply with any applicable law and the requirements of any codes or guidelines issued by the *ESC* from time to time.
- (b) The laws of Victoria govern this contract.

#### 25. ASSIGNMENT

- (a) We may only assign this energy contract with your consent.
- (b) Paragraph (a) does not apply if the assignment forms part of the transfer to the same third party of all or substantially all of our retail sales business.

#### 26. APPLICATION OF ENERGY RETAIL CODE

- (a) The *Energy Retail Code* applies to this *energy contract*;
- (b) If a term or condition of this *energy contract* is inconsistent with a term or condition of:
  - (i) the *Energy Retail Code*, then to the extent of that inconsistency the relevant term or condition set out in this *energy contract* is void and the relevant term or condition set out in the *Energy Retail Code* will be deemed to form part of this *energy contract* in its place; or
  - (ii) any other applicable regulatory instrument then to the extent permitted by that applicable regulatory instrument, the provisions of this *energy contract* will prevail. Otherwise the provision of the applicable regulatory instrument will prevail to the extent of that inconsistency.
- (c) If any matter the subject of a term or condition of the *Energy Retail Code* is not expressly dealt with (or, is only expressly dealt with in part) in this *energy contract*, then the relevant term or condition of the *Energy Retail Code* (or the relevant part of that term or condition) dealing with that matter is incorporated into and forms part of this *energy contract*.

#### 27. INTERPRETATION

- (a) Terms defined in the *Energy Retail Code* which are not defined in this *energy contract* have the meaning given in the *Energy Retail Code*.
- (b) Headings are for convenience only, and do not affect interpretation.
- (c) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document (including this *energy contract*) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (d) A singular word includes the plural, and vice versa.
- (e) A word which suggests one gender includes the other genders.
- (f) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (g) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

#### **SCHEDULE 1: DEFINITIONS**

applicable regulatory instruments means all relevant legislation, regulations, codes, guidelines, orders in council, licences, proclamations, directions or standards applying to the sale or supply of electricity in Victoria including the *Energy Retail Code, the Electricity Act,* the Electricity Safety Act 1998 (Vic.), the National Electricity Law and the Privacy Act 1988 (Cth) Act;

Australian Consumer Law means schedule 2 of the Competition and Consumer Act 2010 (Cth); billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day on which banks are open for general banking business in Melbourne, other than a Saturday, or a Sunday;

business customer means a customer who is not a domestic customer;

customer means a customer as defined in the Energy Retail Code who buys or proposes to buy electricity from a retailer;

deemed contract means the contract between a retailer and a deemed customer arising under section 39 of the Electricity Act;

deemed customer means a person who is deemed to have a contract with us for electricity under section 39 of the *Electricity Act*;

distribution contract means the contract you have with your distributor to maintain your connection and supply electricity to your supply address;

distributor means a holder of a licence to operate a distribution network under the *Electricity Act*; domestic customer means a customer who purchases electricity principally for personal, household or domestic use at the relevant supply address;

domestic or small business customer has the same meaning given to that term in the *Electricity Act*. *Electricity Act* means the *Electricity Industry Act* 2000 (Vic.);

energy contract means a contract created on the terms of this standing offer under section 35 of the Electricity Act;

Energy Retail Code means the Energy Retail Code determined by the ESC;

**ESC** means the Essential Services Commission of Victoria;

force majeure event means an event outside the control of you or us;

last resort event in respect of us means when:

- (a) our retail licence is suspended; or
- (b) our right to acquire electricity from the wholesale electricity market is suspended or terminated;

market contract means a negotiated electricity sole contract which complies with the Energy Retail Code other than an energy contract arising from a standing offer or a deemed contract;

*metering data* has the meaning given that term in the National Electricity Rules and the *Energy Retail Code* in respect of smart meters;

**NMI** means a National Metering Identifier assigned to a metering installation at an electricity **customer's supply address**;

*price list* means our list of current tariffs and charges applying to you from time to time;

*retailer* means a person licensed under the *Electricity Act* to sell electricity otherwise than through the wholesale electricity market;

**refundable advance** means an amount of money or other arrangement acceptable to the **retailer** as a security against a **customer** defaulting on a bill as permitted under the **Energy Retail Code**;

responsible has the meaning given in the Energy Retail Code;

standing offer means the terms of a contract for electricity with a retailer required under section 35 of the *Electricity Act*;

standing offer customer means a customer who has accepted a standing offer from us;

supply address means the address for which you purchase electricity from us;

*tariff* means a tariff price for electricity published by us from time to time in the Victoria Government Gazette under section 35 of the Electricity Act.

#### Melbourne Cricket Ground Act 2009

MELBOURNE CRICKET GROUND FLOODLIGHT DETERMINATION NO. 2/2012

I, Hugh Delahunty, Minister for Sport and Recreation, make the following determination:

#### 1. Title

This determination may be cited as the Melbourne Cricket Ground (Operation of Floodlights) Determination No. 2/2012.

#### 2. Objectives

The objectives of the determination are to:

- (a) Specify the days and times during which the floodlights affixed to the floodlight towers at the Melbourne Cricket Ground (MCG) may be used; and
- (b) Specify the purpose for which the floodlights may be used on those days.

## 3. Authorising provision

This determination is made under section 30 of the Melbourne Cricket Ground Act 2009.

## 4. Floodlights may be used on certain days at certain times and for certain purposes

The floodlights affixed to the floodlight towers at the Melbourne Cricket Ground may be used:

- (a) Between 8.00 am and 8.00 pm for the purpose of aligning, testing, repairing and training, on any day from 21 March 2012 until 7 October 2012.
- (b) Between 8.00 am and 6.00 pm for the purpose of playing Australian Rules Football matches on the following days:
  - 31 March 2012
  - 9 April 2012
  - 14 April 2012
  - 15 April 2012
  - 21 April 2012
  - 25 April 2012
  - 26 May 2012
  - 27 May 2012
  - 9 June 2012
  - 11 June 2012
  - 17 June 2012
  - 24 June 2012
  - 30 June 2012
  - 7 July 2012
  - 8 July 2012
  - 21 July 2012
  - 22 July 2012
  - 5 August 2012
  - 11 August 2012
  - 12 August 2012
  - 18 August 2012.

- (c) Between 4.00 pm and 11.30 pm for the purpose of playing Australian Rules Football matches on the following days:
  - 29 March 2012
  - 30 March 2012
  - 7 April 2012
  - 13 April 2012
  - 22 April 2012
  - 28 April 2012
  - 5 May 2012
  - 11 May 2012
  - 12 May 2012
  - 18 May 2012
  - 19 May 2012
  - 2 June 2012
  - 3 June 2012
  - 23 June 2012
  - 29 June 2012
  - 2) June 2012
  - 6 July 2012
  - 14 July 2012
  - 28 July 2012
  - 3 August 2012
  - 4 August 2012
  - 19 August 2012
  - 24 August 2012
  - 26 August 2012.
- (d) Between 8.00 am and 11.30 pm for the purpose of playing Australian Rules Football matches on any of the following days:
  - 31 August 2012
  - 1 September 2012
  - 2 September 2012.
- (e) Between 8.00 am and 11.30 pm for the purpose of playing Australian Football finals series matches on any of the following days:
  - 7 September 2012
  - 8 September 2012
  - 9 September 2012
  - 14 September 2012
  - 15 September 2012
  - 21 September 2012
  - 22 September 2012
  - 29 September 2012
  - 6 October 2012.

Dated 26 February 2012

#### Wildlife Act 1975

## WILDLIFE (PROHIBITION ON GAME HUNTING) NOTICE NO. 1/2012

I, Peter Walsh, Minister for Agriculture and Food Security, and I, Ryan Smith, Minister for Environment and Climate Change, make the following Notice:

Dated 29 February 2012 PETER WALSH MLA Minister for Agriculture and Food Security Dated 1 March 2012 RYAN SMITH MP

Minister for Environment and

Climate Change

## 1. Objective

The objective of this Notice is to prohibit absolutely the taking, destroying or hunting in Victoria of certain taxon of game duck during specified periods.

## 2. Authorising provision

This Notice is made under section 86 of the Wildlife Act 1975.

#### 3. Reference to a taxon of game duck

For the purposes of this notice, a reference to a taxon of game duck is a reference to a game bird specified in the table below.

Common Name	Scientific Name
Australasian (Blue-winged) Shoveler	Anas rhynchotis
Pink-eared Duck	Malacorhynchus membranaceus
Hardhead (White-eyed) Duck	Aythya australis
Pacific Black Duck	Anas superciliosa
Chestnut Teal	Anas castanea
Grey Teal	Anas gibberifrons
Australian Shelduck (Mountain duck)	Tadorna tadornoides
Australian Wood Duck (Maned Duck)	Chenonetta jubata

## 4. Hunting of game duck prohibited

The taking, destroying or hunting of any taxon of game duck is prohibited from the beginning of 17 March 2012 until –

- (a) 7.10 am on that day, east of the line of longitude at 146°30' east; and
- (b) 7.20 am on that day between the line of longitude at 146°30' east and the line of longitude at 142°30' east; and
- (c) 7.30 am on that day west of the line of longitude at 142°30' east.

#### 5. Contravention of Notice

A person must not contravene any part of this Notice.

Penalty: 25 penalty units.

#### AGREEMENT FOR THE EXHIBITION STREET EXTENSION PROJECT

Notice under Schedule 1 of the Agreement for the Exhibition Street Extension Project between the Crown in right of the State of Victoria and City Link Extension Pty Limited (the 'ESEP Deed').

City Link Extension Pty Limited (ABN 40 082 058 615) ('Clepco') gives notice of the following Charge Tolls for the Exhibition Street Extension:

## Charge Tolls (\$/vehicle)

Category of Vehicle Tollable Section	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Exhibition Street Extension	1.21	1.94	2.30	0.61

Clepco intends that these Charge Tolls will first apply in the quarter ending 30 June 2012.

Capitalised terms in this notice that are defined in the ESEP Deed have the same meaning as given by the ESEP Deed.

A. L. STREET Company Secretary City Link Extension Pty Limited ABN 40 082 058 615 E. M. MILDWATER Director City Link Extension Pty Limited ABN 40 082 058 615

## AGREEMENT FOR THE MELBOURNE CITY LINK AND AGREEMENT FOR THE EXHIBITION STREET EXTENSION PROJECT

Notice under Schedule 4 of the Agreement for Integrating and Facilitating the Project and the Exhibition Street Extension Project between the Crown in right of the State of Victoria, CityLink Melbourne Limited, Transurban Infrastructure Management Limited and City Link Extension Pty Limited (the 'IFA') (as substituted for (and as if incorporated in lieu of) Schedule 3 of the Agreement for the Melbourne City Link between the Crown in right of the State of Victoria, CityLink Melbourne Limited and Transurban Infrastructure Management Limited (the 'Concession Deed') and Schedule 1 of the Agreement for the Exhibition Street Extension Project between the Crown in right of the State of Victoria and City Link Extension Pty Limited ('the ESEP Deed')).

CityLink Melbourne Limited (ABN 65 070 810 678) (for itself and as agent of City Link Extension Pty Limited (ABN 40 082 058 615)) ('CityLink Melbourne') gives notice of the following Charge Tolls, Maximum Charge Tolls, Day Tolls, Taxi Tolls and Taxi Day Tolls for the Melbourne City Link and the Exhibition Street Extension:

Schedule of Charge Tolls and Maximum Charge Tolls Charge Tolls (\$/vehicle)

Category of Vehicle	Car	Light Commercial	Heavy Commercial	Motor Cycle
Tollable Section		Vehicle	Vehicle	Cycle
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	1.94	3.10	3.69	0.97
Western Link Section 1, between Racecourse Road and Dynon Road	1.94	3.10	3.69	0.97
Western Link Section 2, between Footscray Road and West Gate Freeway	2.43	3.88	4.61	1.21
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:	2.43	3.88	4.61	1.21
(a) between Punt Road and the exit to Boulton Parade; and (b) comprising Boulton Parade				
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	4.36	6.98	8.29	2.18
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:  (a) between Punt Road and the exit to Boulton Parade; and	1.94	3.10	3.69	0.97
(b) comprising Boulton Parade  Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	1.94	3.10	3.69	0.97
Southern Link Section 1, between Glenferrie Road and Burnley Street	1.94	3.10	3.69	0.97
Southern Link Section 5, between Burnley Street and Glenferrie Road	1.94	3.10	3.69	0.97
Exhibition Street Extension	1.21	1.94	2.30	0.61

1	and Sv	nk Section 1, between Punt wan Street Intersection, other	1.21	1.94	2.30	0.61
(a)	that p	part of Southern Link Section 1:				
	(i)	between Punt Road and the exit to Boulton Parade; and				
	(ii)	comprising Boulton Parade; and				
(b)	leadi betw	part of the Southern Link ng into the Domain Tunnel een the eastern portal of that leel and Punt Road				
		nk Section 5, between Swan ection and Punt Road	1.21	1.94	2.30	0.61

#### Notes:

- When travelling on Southern Link Section 1 between Burnley Street and Punt Road and then onto Batman Avenue, the Tollable Sections may be combined for the purposes of levying Tolls
- 2. When travelling on Southern Link Section 1 and into the Domain Tunnel, the Tollable Sections may be combined for the purposes of levying Tolls.
- 3. A reference in the description of a Tollable Section to a part of the Southern Link between a particular street or road and Burnley Street, includes that part of the Southern Link between that particular street or road and where Burnley Street would cross the Southern Link if Burnley Street continued in a straight southerly direction from its southernmost extremity.
- 4. In this table:
  - 'Boulton Parade' includes the off-ramp connecting the rest of the Southern Link to Boulton Parade;
  - 'Burnley Tunnel' means the eastbound tunnel between Sturt Street and Burnley Street;
  - 'Domain Tunnel' means the westbound tunnel between Punt Road and Sturt Street; and
  - 'Swan Street Intersection' means the intersection between Swan Street and Batman Avenue.

## **Maximum Charge Tolls (\$/vehicle)**

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 6.00 am and 8.00 pm	7.28	9.70	9.70	3.64
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Total Link occurs between 8.00 pm and 6.00 am	7.28	7.28	7.28	3.64

## Day Tolls (\$/vehicle)

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Day Toll	13.95	22.30	26.50	6.95

## Taxi Tolls (\$/Taxi)

Trip	Taxi Toll
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	4.60
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and/or Exhibition Street Extension*** and no other Tollable Sections	4.60
Trips involving use of Tollable Sections which comprise both the Western Link* and either or both of the Southern Link** and the Exhibition Street Extension***	6.50

- \* The Western Link comprises the following three Tollable Sections:
  - 1. Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road.
  - 2. Western Link Section 1, between Racecourse Road and Dynon Road.
  - 3. Western Link Section 2, between Footscray Road and West Gate Freeway.
- \*\* The Southern Link comprises the following eight Tollable Sections:
  - 1. Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:
    - (a) between Punt Road and the exit to Boulton Parade; and
    - (b) comprising Boulton Parade.
  - 2. Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:
    - (a) between Punt Road and the exit to Boulton Parade; and
    - (b) comprising Boulton Parade.
  - 3. Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street.
  - 4. Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.
  - 5. Southern Link Section 1, between Glenferrie Road and Burnley Street.
  - 6. Southern Link Section 5, between Burnley Street and Glenferrie Road.

- 7. Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:
  - (a) that part of Southern Link Section 1:
    - (i) between Punt Road and the exit to Boulton Parade; and
    - (ii) comprising Boulton Parade; and
  - (b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road.
- 8. Southern Link Section 5, between Swan Street Intersection and Punt Road.
- \*\*\* The Exhibition Street Extension comprises the following Tollable Section:
  - Exhibition Street Extension.

## Taxi Day Tolls (\$/Taxi)

Taxi	Taxi Day toll
Metropolitan Taxi	13.95
A Taxi not being a Metropolitan Taxi	7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 30 June 2012.

Capitalised terms in this notice that are defined in:

- (a) the Concession Deed have, subject to paragraph (b), that meaning in this notice;
- (b) the ESEP Deed have that meaning in this notice, but only to the extent that the provision applies to the ESEP Deed,

subject to the provisions of the IFA.

A. L. STREET Company Secretary CityLink Melbourne Limited (ABN 65 070 810 678) E. M. MILDWATER Director CityLink Melbourne Limited (ABN 65 070 810 678)

## AGREEMENT FOR THE MELBOURNE CITY LINK

Notice under Schedule 3 of the Agreement for the Melbourne City Link between the Crown in right of the State of Victoria, CityLink Melbourne Limited and Transurban Infrastructure Management Limited (the 'Concession Deed').

CityLink Melbourne Limited (ABN 65 070 810 678) ('CityLink Melbourne') gives notice of the following Charge Tolls, Maximum Charge Tolls, Day Tolls, Taxi Tolls and Taxi Day Tolls for the Melbourne City Link:

## Charge Tolls (\$/vehicle)

Victoria Government Gazette

Category of Vehicle Tollable Section	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road	1.94	3.10	3.69	0.97
Western Link Section 1, between Racecourse Road and Dynon Road	1.94	3.10	3.69	0.97
Western Link Section 2, between Footscray Road and West Gate Freeway	2.43	3.88	4.61	1.21
Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:  (a) between Punt Road and the exit to Boulton Parade; and  (b) comprising Boulton Parade	2.43	3.88	4.61	1.21
Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street	4.36	6.98	8.29	2.18
Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:  (a) between Punt Road and the exit to	1.94	3.10	3.69	0.97
Boulton Parade; and (b) comprising Boulton Parade				

Southern Link Section 5, between Punt Road and Burnley Street other than that part of the Southern Link leading out of the Burnley Tunnel between the eastern portal of that Tunnel and Burnley Street	1.94	3.10	3.69	0.97
Southern Link Section 1, between Glenferrie Road and Burnley Street	1.94	3.10	3.69	0.97
Southern Link Section 5, between Burnley Street and Glenferrie Road	1.94	3.10	3.69	0.97
Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:	1.21	1.94	2.30	0.61
(a) that part of Southern Link Section 1:				
(i) between Punt Road and the exit to Boulton Parade; and				
(ii) comprising Boulton Parade; and				
(b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road				
Southern Link Section 5, between Swan Street Intersection and Punt Road	1.21	1.94	2.30	0.61

## Notes:

- When travelling on Southern Link Section 1 between Burnley Street and Punt Road and then onto Batman Avenue, the Tollable Sections may be combined for the purposes of levying Tolls.
- 2. When travelling on Southern Link Section 1 and into the Domain Tunnel, the Tollable Sections may be combined for the purposes of levying Tolls.
- 3. A reference in the description of a Tollable Section to a part of the Southern Link between a particular street or road and Burnley Street, includes that part of the Southern Link between that particular street or road and where Burnley Street would cross the Southern Link if Burnley Street continued in a straight southerly direction from its southernmost extremity.
- 4. In this table:
  - 'Boulton Parade' includes the off-ramp connecting the rest of the Southern Link to Boulton Parade;
  - 'Burnley Tunnel' means the eastbound tunnel between Sturt Street and Burnley Street;
  - 'Domain Tunnel' means the westbound tunnel between Punt Road and Sturt Street; and
  - 'Swan Street Intersection' means the intersection between Swan Street and Batman Avenue.

## **Maximum Charge Tolls (\$/vehicle)**

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 6.00 am and 8.00 pm	7.28	9.70	9.70	3.64
Trips where the passage of the Vehicle on the last Tollable Section comprising the Trip before exiting the Link occurs between 8.00 pm and 6.00 am	7.28	7.28	7.28	3.64

## Day Tolls (\$/vehicle)

Category of Vehicle	Car	Light Commercial Vehicle	Heavy Commercial Vehicle	Motor Cycle
Day Toll	13.95	22.30	26.50	6.95

## Taxi Tolls (\$/Taxi)

Trip	Taxi Toll
Trips involving use of any or all of the Tollable Sections which comprise the Western Link* and no other Tollable Sections	4.60
Trips involving use of any or all of the Tollable Sections which comprise the Southern Link** and no other Tollable Sections	4.60
Trips involving use of Tollable Sections which comprise both the Western Link* and the Southern Link**	6.50

- \* The Western Link comprises the following three Tollable Sections:
  - 1. Tullamarine Freeway Upgrade, between Moreland Road and Brunswick Road.
  - 2. Western Link Section 1, between Racecourse Road and Dynon Road.
  - 3. Western Link Section 2, between Footscray Road and West Gate Freeway.
- \*\* The Southern Link comprises the following eight Tollable Sections:
  - 1. Domain Tunnel and that part of the Southern Link leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of Southern Link Section 1:
    - (a) between Punt Road and the exit to Boulton Parade; and
    - (b) comprising Boulton Parade.

- 2. Southern Link Section 1, between Burnley Street and Punt Road and including that part of Southern Link Section 1:
  - (a) between Punt Road and the exit to Boulton Parade; and
  - (b) comprising Boulton Parade.
- Southern Link Section 5, between Punt Road and Burnley Street other than that part
  of the Southern Link leading out of the Burnley Tunnel between the eastern portal of
  that Tunnel and Burnley Street.
- 4. Burnley Tunnel and that part of the Southern Link leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.
- 5. Southern Link Section 1, between Glenferrie Road and Burnley Street.
- 6. Southern Link Section 5, between Burnley Street and Glenferrie Road.
- 7. Southern Link Section 1, between Punt Road and Swan Street Intersection, other than:
  - (a) that part of Southern Link Section 1:
    - (i) between Punt Road and the exit to Boulton Parade; and
    - (ii) comprising Boulton Parade; and
  - (b) that part of the Southern Link leading into the Domain Tunnel between the eastern portal of that Tunnel and Punt Road.
- 8. Southern Link Section 5, between Swan Street Intersection and Punt Road.

## Taxi Day Tolls (\$/Taxi)

Taxi	Taxi Day toll
Metropolitan Taxi	13.95
A Taxi not being a Metropolitan Taxi	7.00

CityLink Melbourne intends that each Charge Toll, Maximum Charge Toll, Day Toll, Taxi Toll and Taxi Day Toll specified above will first apply in the quarter ending 30 June 2012.

Capitalised terms in this notice that are defined in the Concession Deed have the same meaning as given by the Concession Deed.

A. L. STREET Company Secretary CityLink Melbourne Limited (ABN 65 070 810 678) E. M. MILDWATER Director CityLink Melbourne Limited (ABN 65 070 810 678)

## Planning and Environment Act 1987

GLENELG PLANNING SCHEME Notice of Approval of Amendment Amendment C65

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

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

The Amendment rezones the land at Lots 7 and 8 on LP 044288, Schultz Avenue, Portland, to Public Use Zone (Schedule 1 – Service and Utility) to accurately reflect the ownership and future use and development of the land by Wannon Water for the expansion of the Portland Reclamation Plant.

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

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

## Planning and Environment Act 1987

GREATER BENDIGO PLANNING SCHEME Notice of Approval of Amendment Amendment C120

The Minister for Planning has approved Amendment C120 to the Greater Bendigo Planning Scheme.

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

The Amendment:

- rezones land declared as the Calder Freeway between Hokins Road and McNiece Street at Ravenswood from Farming Zone to Road Zone, Category 1;
- rezones land adjacent to the Calder Freeway at Ravenswood, not forming part of the declared Calder Freeway, from Road Zone, Category 1 to Farming Zone; and

 deletes the Public Acquisition Overlay from land declared as the Calder Freeway between Hokins Road and McNiece Street at Ravenswood.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Greater Bendigo City Council, Hopetoun Mill Office, 15 Hopetoun Street, Bendigo.

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

## Planning and Environment Act 1987

GREATER BENDIGO PLANNING SCHEME

Notice of Approval of Amendment Amendment C150

The Minister for Planning has approved Amendment C150 to the Greater Bendigo Planning Scheme.

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

The Amendment rezones the unmade Elliot Street road reserve, at the rear of 482–486 High Street, Golden Square, from the Residential 1 Zone and the Business 1 Zone to the Business 3 Zone.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Greater Bendigo City Council, Planning Department, Hopetoun Mill Building, 15 Hopetoun Street, Bendigo.

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

## Planning and Environment Act 1987

LODDON PLANNING SCHEME

Notice of Approval of Amendment Amendment C27

The Minister for Planning has approved Amendment C27 to the Loddon Planning Scheme.

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

The Amendment rezones land forming the southern splay corner at the intersection of the Bridgewater–Maldon Road and the Wimmera Highway with Bravo Street in Newbridge from Township Zone to Road Zone, Category 1.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Loddon Shire Council, 41 High Street, Wedderburn.

PETER ALLEN

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

#### Planning and Environment Act 1987

MELTON PLANNING SCHEME Notice of Approval of Amendment Amendment C118

The Minister for Planning has approved Amendment C118 to the Melton Planning Scheme.

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

The Amendment inserts an amended incorporated document titled 'Regional Rail Link Project Section 2 Incorporated Document, November 2011' to replace the incorporated document titled 'Regional Rail Link Project Section 2 Incorporated Document, June 2011' to reflect the revised project area and replace the words 'Roads Corporation' with 'relevant road authority' in Clause 4.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of Melton Shire Council, 232 High Street, Melton.

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

#### Planning and Environment Act 1987

MOUNT ALEXANDER PLANNING SCHEME

Notice of Approval of Amendment Amendment C45

The Minister for Planning has approved Amendment C45 to the Mount Alexander Planning Scheme.

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

The Amendment:

- rezones land declared as the Calder Freeway between Hokins Road and just south of Dobles Lane at Ravenswood South from Farming Zone to Road Zone, Category 1;
- rezones land adjacent to the Calder Freeway not forming part of the declared Calder Freeway from Road Zone, Category 1 to Farming Zone; and
- deletes the Public Acquisition Overlay from land declared as the Calder Freeway between Hokins Road and just south of Dobles Lane at Ravenswood South.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Mount Alexander Shire Council, 25 Lyttleton Terrace, Castlemaine, and 9 Halford Street, Castlemaine.

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

## Planning and Environment Act 1987

SWAN HILL PLANNING SCHEME

Notice of Approval of Amendment Amendment C33

The Minister for Planning has approved Amendment C33 to the Swan Hill Planning Scheme

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

The Amendment:

- rezones part of the Murray Valley Highway between the State border with New South Wales and Latje Road, Robinvale from Public Park and Recreation Zone to Road Zone, Category 1;
- rezones two small parcels of land declared as municipal road from Road Zone, Category 1 to part Residential 1 Zone and part Public Park and Recreation Zone; and
- rezones two small parcels of land not declared as arterial road from Road Zone, Category 1 to Public Conservation and Resource Zone.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Swan Hill Rural City Council, 45 Splatt Street, Swan Hill.

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

## Planning and Environment Act 1987

WYNDHAM PLANNING SCHEME

Notice of Approval of Amendment Amendment C158

The Minister for Planning has approved Amendment C158 to the Wyndham Planning Scheme.

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

The Amendment inserts an amended incorporated document titled 'Regional Rail Link Project Section 2 Incorporated Document, November 2011' to replace the incorporated document titled 'Regional Rail Link Project Section 2 Incorporated Document, June 2011' to reflect the revised project area and replace the words 'Roads Corporation' with 'relevant road authority' in Clause 4.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of Wyndham City Council, 45 Princes Highway, Werribee.

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

## **ORDERS IN COUNCIL**

## Wildlife Act 1975

# CLASSIFICATION OF STATE WILDLIFE RESERVES AS STATE GAME RESERVES

Order in Council

The Governor in Council under section 15(2) of the **Wildlife Act 1975** classifies the State Wildlife Reserves listed in the Schedule below as State Game Reserves.

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

## **SCHEDULE**

State Wildlife Reserve name	Section	Allotment	Parish
Fresh-water Swamp, Woodside Beach	2	18H	Balloong
Heard Lake	No section	1B	Lowan
Heard Lake	No section	35	Tooan
Lake Muirhead	7	D	Parrie Yalloak
Lignum Swamp	No section	16	Murrandarra
Pot Brook	С	17A	Yallakar

Dated 14 March 2012 Responsible Minister: RYAN SMITH Minister for Environment and Climate Change

MATTHEW McBEATH Clerk of the Executive Council

This page was left blank intentionally

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

Notice is hereby given under section 17(3) of the **Subordinate Legislation Act 1994** that the following Statutory Rules were first obtainable from the Victorian Government Bookshop, Level 20, 80 Collins Street, Melbourne on the date specified:

18. Statutory Rule: Gambling

Regulation (Signage) Amendment Regulations 2012

Authorising Act: Gambling

Regulation Act 2003

Date first obtainable: 15 March 2012

Code A

# PRICING FOR SPECIAL GAZETTE, PERIODICAL GAZETTE AND VICTORIAN LEGISLATION

Retail price varies according to the number of pages in each Victoria Government Special Gazette, Victoria Government Periodical Gazette and Victorian legislation. The table below sets out the prices that apply. These prices are effective from 1 January 2012.

Price Code	No. of Pages (Including cover and blank pages)	Price*
A	1–16	\$3.90
В	17–32	\$5.85
С	33–48	\$8.00
D	49–96	\$12.60
Е	97–144	\$16.25
F	145–192	\$19.25
G	193–240	\$22.20
Н	241–288	\$23.60
I	289–352	\$26.60
J	353–416	\$31.00
K	417–480	\$35.40
L	481–544	\$41.30
M	545–608	\$47.20
N	609–672	\$52.20
О	673–736	\$59.00
P	737–820	\$65.00
#Q	821–886	\$70.70
#R	887–950	\$75.40
#S	951–1016	\$80.50
#T	1017–1080	\$85.50
#U	1081–1146	\$90.65
#V	1147–1210	\$96.00
#W	1211–1276	\$101.00
#X	1277–1340	\$106.45
#Y	1341–1406	\$111.25

Price Code	No. of Pages (Including cover and blank pages)	Price*
#Z	1407–1470	\$116.50
#ZA	1471–1536	\$122.00
#ZB	1537–1610	\$126.70
#ZC	1611–1666	\$132.00
#ZD	1667–1730	\$137.00
#ZE	1731–1796	\$142.50
#ZF	1797–1860	\$147.65
#ZG	1861–1926	\$152.50
#ZH	1927–1990	\$158.00
#ZI	1991–2056	\$163.00

<sup>\*</sup> All prices include GST # Printed as two volumes

## 

The Victoria Government Gazette is published by Blue Star Print with the authority of the Government Printer for the State of Victoria

© State of Victoria 2012

This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act.

Address all enquiries to the Government Printer for the State of Victoria
Level 2, 1 Macarthur Street
Melbourne 3002
Victoria Australia

How To Order		
	Mail Order	Victoria Government Gazette Level 5, 460 Bourke Street Melbourne 3000 PO Box 1957 Melbourne 3001 DX 106 Melbourne
<b>(</b>	Telephone	(03) 8523 4601
FAX	Fax	(03) 9600 0478
	email	gazette@bluestargroup.com.au
	Retail & Mail Sales	Victoria Government Gazette Level 5, 460 Bourke Street Melbourne 3000
	Telephone	PO Box 1957 Melbourne 3001 (03) 8523 4601
FAX	Fax	(03) 9600 0478
	Retail Sales	Victorian Government Bookshop Level 20, 80 Collins Street Melbourne 3000
	Telephone	1300 366 356
FAX	Fax	(03) 9208 3316



Recommended Retail Price \$2.00 (includes GST)