



Victoria Government Gazette

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GENERAL

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As from 21 March 2013

The last Special Gazette was No. 96 dated 19 March 2013.

The last Periodical Gazette was No. 1 dated 14 June 2012.

How To Submit Copy

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

- 1 Treasury Place, Melbourne (behind the Old Treasury Building)
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**PUBLICATION OF THE VICTORIAN GOVERNMENT GAZETTE (General)
EASTER WEEK 2013**

Please Note New Deadlines for General Gazette G14/13:

The Victoria Government Gazette (General) for Easter week (G14/13) will be published on **Thursday 4 April 2013**.

Copy deadlines:

Private Advertisements	9.30 am on Thursday 28 March 2013
Government and Outer Budget Sector Agencies Notices	9.30 am on Tuesday 2 April 2013

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 2013 (Thursday 25 April 2013)**

**PLEASE NOTE THE GENERAL GAZETTE G17/13
WILL BE PUBLISHED ON FRIDAY 26 APRIL 2013:**

The Victoria Government Gazette (General) for ANZAC week (G17/13) will be published on **FRIDAY 26 APRIL 2013**.

Copy deadlines:

Private Advertisements	9.30 am on Monday 22 April 2013
Government and Outer Budget Sector Agencies Notices	9.30 am on Tuesday 23 April 2013

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.

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JENNY NOAKES
Government Gazette Officer

VICTORIA GOVERNMENT GAZETTE

Subscribers and Advertisers

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JENNY NOAKES
Government Gazette Officer

PRIVATE ADVERTISEMENTS**Land Act 1958**

In accordance with section 137 of the **Land Act 1958**, notice is hereby given that Mr Jerome Paul, Mrs Bavanaisvary Paul and Miss Anuratha Pather have applied for a stratum lease pursuant to section 134A of the **Land Act 1958** for a term of 21 years in respect of Crown Allotment 2032, Parish of Prahan at Caulfield, measuring 4 square metres for the purpose of a residential balcony which is complementary to use and enjoyment of an adjacent apartment.

File Reference: 2020301.

DIOCESE OF WANGARATTA

Diocesan Synod

Notice is hereby given that the Bishop of the Diocese of Wangaratta has convened the Diocesan Synod for Friday 31 May at 3.00 pm at the Goulburn Ovens Institute of Technical and Further Education – Wangaratta Campus.

MR T. D. L. WILLIAMS
Registrar

Re: DIETER KASPER, late of 5 Calder Way, Wantirna, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 March 2012, are required by the trustee, Jonathan Douglas Forbes, 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.

ELIZABETH MARY LOVETT, of Unit 2, 115 Willow Road, Frankston, retired.

Creditors, next-of-kin and all others having claims in respect of the estate of the deceased, who died on 10 September 2012, are required by the executor, Anna Araneta, of 379 Nepean Highway, Frankston, to send particulars of such claims to the said executor, by 20 May 2013, after which date the executor will distribute the assets, having regard only to the claims of which they have notice.

GRACE JEAN HUNT, late of 9 Smith Street, Lorne, Victoria, guest house proprietor, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 September 2012, are required by the trustees, Kerri-Anne Bayley and Grace Thelma Steger, to send particulars of their claims to the trustees, care of the undermentioned legal practitioner, by 23 May 2013 (being 70 days from advertisement), after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then had notice.

APTEDS, lawyers,
63 Yarra Street, Geelong 3220.

KONI DELLOS (also known as Koni Delleos), late of 8 Kenna Drive, Lalor, in the State of Victoria, pensioner, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 October 2012, are required by the executor, John Dellos, care of Arthur J. Dines & Co., solicitors, 2 Enterprise Drive, Bundoora, in the said State, to send particulars to him by 21 May 2013, after which date the executor may convey or distribute the assets, having regards only to claims to which he has notice.

Dated 18 March 2013

ARTHUR J. DINES & CO., solicitor,
2 Enterprise Drive, Bundoora 3083.

Re: Estate AILEEN MARGARET DAVIES, deceased.

In the estate of AILEEN MARGARET DAVIES, late of Bupa Aged Care, 208 Holdsworth Road, Bendigo, Victoria, widow, deceased.

Creditors, next-of-kin and all others having claims against the estate of the said deceased are required by Mary-Louise McDonald, the executor of the Will of the said deceased, to send particulars of such claims to her, in care of the undermentioned solicitors, within two months from the date of publication of this notice, after which date 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.

Re: NORMAN SAMUEL DORKIN, deceased.

Creditors, next-of-kin and all others having claims in respect of the estate of the deceased, who died on 8 June 2011, are required by the trustee, Equity Trustees Limited, of Level 2, 575 Bourke Street, Melbourne 3000, to send particulars of such claim to the trustee by 24 May 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

BATTEN SACKS HARVEY BRUCE, lawyers,
Level 6, 24 Albert Road, South Melbourne 3205.

VALMA JOYCE RYAN, deceased, late of 7 Cottage Crescent, Bendigo East, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 31 December 2012, are required by the trustee, Charles Geoffrey Bowyer, care of Beck Legal, 165–171 Hargreaves Street, Bendigo, Victoria, to send particulars to the trustee by 3 June 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

BECK LEGAL PTY LTD, solicitors,
165–171 Hargreaves Street, Bendigo 3550.

JUNE MARGARET FOLWELL, late of 10 Beaumont Parade, West Footscray, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 June 2012, are required by the personal representative, Equity Trustees Limited, to send particulars to it, care of the undermentioned solicitors, by 3 June 2013, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which it then has notice.

ELLINGHAUS WEILL, solicitors,
79–81 Franklin Street, Melbourne 3000.

ARTHUR JOHN DINGLE, U13 St Johns Village, Park Lane, Somerville, retired machine setter.

Creditors, next-of-kin and all others having legal claims in respect of the deceased, who

died on 26 December 2011, are required by the executors of the estate of ARTHUR DINGLE, PO Box 492, Narre Warren North, Victoria 3804, to send particulars of such claims to the executors by 20 May 2013, after which date the executors will distribute the assets, having regard only to the claims of which they have notice.

Re: REGINALD LEIGHTON BOWEN, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 November 2012, are required by the trustees, Marjorie Elizabeth Wardrope, Robin Maxwell Bowen and Gregory Leighton Bowen, to send particulars to them, care of the undersigned, by 22 May 2013, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

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

Re: HANS KARL WILHELM OBEL (also known as Karl Wilhelm Hans Obel), deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 27 February 2012, are required by the trustee, Danny Raymond Obel, to send particulars to him, care of the undersigned, by 20 May 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

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

Re: HAROLD STEWART TROTTER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 December 2012, are required by the trustee, Lynette Kay Densley, to send particulars to her, care of the undersigned, by 22 May 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which she then has notice.

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

Re: ERMELINDO ANGELO ROMAGNANO (also known as Ermelindo Angelo Ramagnano), late of Peter James Centre, corner Burwood Highway and Mahoneys Road, Burwood East, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 1 August 2012, are required to send particulars of their claims to the trustees, Nicolina Maria Lacorcia and Martin Norman Ellis, care of the undermentioned solicitors, by 31 May 2013, after which date the trustees will convey or distribute the assets, having regard only to the claims of which they then have notice.

GSM LAWYERS,
228 Smith Street, Collingwood 3066.

NOTICE TO CLAIMANTS UNDER
TRUSTEE ACT 1958
SECTION 33 NOTICE

FRIEDES PETER DEGROOT, late of 10/104 Country Club Drive, Safety Beach, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 11 November 2011, are required by Hilda Edwards, the executor of the Will of the deceased, to send particulars of their claims to her, care of the undermentioned solicitor, by 30 April 2013, after which date the executor may convey or distribute the assets, having regard only to the claims of which she then has notice.

G. Z. CONRAD, barrister and solicitor,
21 Arthurs Avenue, McCrae 3938.

Re: BEVERLEY MAY DAWSON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 9 December 2012, are required by the trustees, Jeffery Arthur Dawson and Jennifer Anne Gesthuizen, to send particulars to the trustees, care of their undermentioned solicitors, by 21 May 2013, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

HALL & WILCOX, solicitor,
Level 30, 600 Bourke Street, Melbourne 3000.

Re: WILLIAM GRANT NAYLOR, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 2 October 2012, are required by the trustee, David Grant Naylor, to send particulars to the trustee, care of his undermentioned solicitors, by 21 May 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

HALL & WILCOX, solicitor,
Level 30, 600 Bourke Street, Melbourne 3000.

Re: Estate JACK MacDONALD REID.

Creditors, next-of-kin and others having claims against the estate of JACK MacDONALD REID, late of 15 Witchwood Close, South Yarra, Victoria, retired managing director, deceased, who died on 18 December 2012, are requested to send particulars of their claims to the executors, care of the undermentioned solicitors, by Friday 24 May 2013, 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: NEIL ANTHONY DOOLAN, late of Percy Street, Brunswick 3056.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 December 2012, are required by the executor, Margaret Anne Doolan, to send particulars of their claim to her, care of the undermentioned solicitors, by 21 May 2013, after which date the said executor may distribute the assets, having regard only to the claims of which she then has notice.

LACHLAN PARTNERS LEGAL, lawyers,
Level 34, 360 Collins Street, Melbourne 3000.

Re: ROSEMARIE ANTOINETTE WOHNSDORF (also known as Rosemarie Wohnsdorf), late of Apartment 162, Lexington Gardens, 114 Westall Road, Springvale 3171.

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

who died on 20 November 2012, are required by the executors, Norman Wohnsdorf and Christopher Tucker, to send particulars of their claim to them, care of the undermentioned solicitors, by 21 May 2013, after which date the said executors may distribute the assets, having regard only to the claims of which they then have notice.

LACHLAN PARTNERS LEGAL, lawyers,
Level 34, 360 Collins Street, Melbourne 3000.

Re: PAMELA MATHIESON, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 15 February 2013, are required by the trustees, Timothy James Mathieson and David John Mathieson, to send particulars to the trustees, care of the undermentioned solicitors, by a date not later than two months from the date of 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.

LUSCOMBE COLAHAN, solicitors,
PO Box 506, Wonthaggi 3995.

GWENYTH MARGARET GOLDSMITH, late of 10 Sarose Court, Dingley Village, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 12 October 2012, are required by the executor, Ian Graham Goldsmith, to send particulars to him, care of the undermentioned solicitors, by a date not later than two months from the date of publication hereof, after which date the executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

LYTTLETONS, solicitors,
53 Marcus Road, Dingley 3172.

HORACE REGINALD CROOK, late of 113 Erskine Street, Middle Park, Victoria, engineer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 20 October 2012, are required by the personal representatives, Jean Margaret

Crook and David Charles Crook, to send particulars to them, care of Makin & Kinsey Solicitors, within sixty days from the date of the publication hereof, after which the personal representatives may convey or distribute the assets, having regard only to the claims of which they have notice.

MAKIN & KINSEY SOLICITORS, solicitors,
Level 1, 317 Montague Street,
Albert Park 3206.

PHYLLIS EDNA JOHNSON, late of 5 Hoddle Street, Essendon, Victoria, hostess caterer, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 18 May 2012, are required by the executors, John Edward France and David France, to send particulars to them, care of Marsh & Maher of 1/551 Little Lonsdale Street, Melbourne, by 23 May 2013, after which date the executors intend to convey or distribute the assets of the estate, having regard only to the claims of which the executors may have notice.

MARSH & MAHER, solicitors,
1/551 Little Lonsdale Street, Melbourne 3000.

Re: HENRY IVAN PRINCE, late of 6 Burgess Street, Beaumaris, Victoria, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 October 2012, are required by the trustees, Equity Trustees Limited (ABN 46 004 031 298), Nigel Henry Prince and Richard John Prince, care of Level 11, 575 Bourke Street, Melbourne, Victoria, to send particulars to the trustees, care of the undermentioned solicitors, by 21 May 2013, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees then have notice.

McKEAN PARK, lawyers,
Level 11, 575 Bourke Street, Melbourne,
Victoria 3000.

HAROLD ARTHUR JOHN FORD, late of Apartment 9, 19 Canterbury Road, Camberwell, in the State of Victoria, professor of law, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died at Epworth Hospital, Richmond, on 27 September 2012, are required by Rebecca May Ford, Margaret Kathleen Ford and John Harold Arthur Ford, the executors and trustees of the estate of the said named deceased, to send particulars of their claims to them, care of McNab McNab & Starke, Level 10, 552 Lonsdale Street, Melbourne 3000, by 20 June 2013, after which date they may convey or distribute the assets of the estate, having regard only to the claims of which they then have notice.

McNAB McNAB & STARKE,
Level 10, 552 Lonsdale Street, Melbourne 3000,
Ph: 9670 9691, Fax: 9670 2219.

Re: MELVA IDA POMEROY, late of 78 High Street, Frankston, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 7 March 2013, are required to send particulars of their claim to the executor, care of Mills Oakley Lawyers, Level 6, 530 Collins Street, Melbourne, Victoria 3000, by 20 May 2013, after which date the executor may convey or distribute the assets, having regard only to the claims of which she may then have notice.

MILLS OAKLEY LAWYERS,
Level 6, 530 Collins Street, Melbourne 3000.

Re: FREDERICK EBENEZER THOMAS, late of 319 Geelong Road, Kingsville, Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 23 November 2012, are required to send particulars of their claims to the executor, care of Mills Oakley Lawyers, Level 6, 530 Collins Street, Melbourne, Victoria 3000, by 20 May 2013, after which date the executor may convey or distribute the assets, having regard only to the claims of which she may then have notice.

MILLS OAKLEY LAWYERS,
Level 6, 530 Collins Street, Melbourne 3000.

LOIS MARIE BATH, late of 10 Campbell Street, Donald, Victoria 3480, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the abovenamed deceased, who died on 25 October 2012, are required by the trustees, Marilyn Jean

Hewitt and Rhonda Joy Wheatley, care of the undermentioned solicitors, to send particulars of their claims to them by 31 May 2013, after which date the trustees may convey or distribute the assets, having regard only to the claims of which they then have notice.

RADFORD LEGAL,
78 Napier Street, St Arnaud, Victoria 3478.

HELEN JASMINE CHURCH, late of 48 Orchard Road, Bayswater, in the State of Victoria.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 March 2013, are required by the trustee, Alan Read of Redvers Read, to send particulars to him at 1 Cato Street, Hawthorn East, by 21 May 2013, after which date the trustee may convey or distribute the assets, having regard only to the claims of which he then has notice.

LORETTA MARION PACHOLEC (also known as 'Loreta Marion Pacholec'), late of 526 New Street, Brighton, Victoria, chef, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 December 2012, are required by the executor, Daniel Leslie Minogue of 431 Riversdale Road, Hawthorn East, Victoria, solicitor, to send particulars to him (care of the undersigned) by 21 May 2013, after which date he may convey or distribute the assets, having regard only to the claims of which he then has notice.

RENNICK & GAYNOR, solicitors,
431 Riversdale Road, Hawthorn East,
Victoria 3123.

Re: BRIAN HERBERT HURRELL, late of 24 Sutherland Street, Coburg, Victoria 3058, accountant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 22 January 2012, are required by the substituted executor, Kenneth William Dalton, to send particulars of their claims to him, care of the undermentioned solicitors, by 21 May 2013, after which date the substituted executor may convey or distribute the assets, having regard only to the claims of which the substituted executor then has notice.

RYANS LAW OFFICES, solicitors,
2a Brunswick Road, East Brunswick 3057.

Re: GWENDOLINE OLIVE BISSETT, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 4 September 2012, 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 21 May 2013, 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: FREDERICK JAMES GRANTER, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 14 May 2012, 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 21 May 2013, 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: BERNARD HYNES, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 18 January 2013, are required by the trustees, Mervyn Stanley Hynes and Peter David Hynes, care of Sandhurst Trustees Limited, ACN 004 030 737, of 18 View Street, Bendigo, Victoria, to send particulars to Sandhurst Trustees Limited by 21 May 2013, 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: BARRY DESMOND INGLES, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 13 October 2012, 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 21 May 2013, 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: CRAIG WILSON KNEVITT, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 28 October 2012, 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 21 May 2013, 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.

Creditors, next-of-kin or others having claims in respect of the estate of ELIZABETH MARY McDONALD, deceased, late of Lifeview Argyle Court, 81–83 Argyle Avenue, Chelsea, Victoria, who died on 27 January 2013, are to send particulars of their claim to the executor, care of the undermentioned lawyers, by 21 May 2013, after which date the executor will distribute the assets, having regard only to the claims of which they then have notice.

TAYLOR SPLATT & PARTNERS, lawyers,
PO Box 8278, Carrum Downs, Victoria 3201,
Telephone 03 9783 7700.

Re: ERNEST ROY SNELLING, late of Gardenia Aged Care Residence, 87 Argyle Avenue, Chelsea, Victoria 3196, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 5 February 2013, are required by the executors, Judith May Sprogis and Robert John Sprogis, to send particulars to them, care of the undermentioned solicitors, by 24 May 2013, 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: NUNZIATA BIVIANO (also known as Nancy Biviano), late of 27 Lewis Street, Frankston, Victoria, retired, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 19 December 2012, are required by the trustees, Bartolo Biviano and Domenico Biviano, to send particulars to the trustees, care of the undermentioned solicitors, by a date not later than two months from the date of publication of this notice, after which date the trustees may convey or distribute the assets, having regard only to the claims of which the trustees have notice.

WHITE CLELAND PTY LTD, solicitors,
3/454 Nepean Highway, Frankston 3199.

Re: EDWIN JAMES PARKER, late of 16/47 Denbigh Road, Armadale, Victoria, accountant, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 26 November 2012, are required by the trustee, Graeme Andrew Pettman, to send particulars to the trustee, care of the undermentioned solicitors, by a date not later than two months from the date of publication of this notice, after which date the trustee may convey or distribute the assets, having regard only to the claims of which the trustee has notice.

WHITE CLELAND PTY LTD, solicitors,
3/454 Nepean Highway, Frankston 3199.

HELENE BRIDGET LEES, of Domain South Valley, 209 South Valley Road, Highton, Victoria, retired businesswoman, deceased.

Creditors, next-of-kin or others having claims in respect of the estate of the deceased, who died on 6 November 2012, are required by Lynne-Maree Osburn and Peter Donald Niblett, the personal representatives, to send to them, care of the undermentioned solicitors, particulars of their claims by 3 July 2013, after which date the personal representatives may convey or distribute the assets, having regard only to the claims of which they then have notice.

WHYTE, JUST & MOORE, lawyers,
27 Malop Street, Geelong 3220.

Re: EDITH NORAH McCALL, late of Grace Villa Aged Care, 25 Grimshaw Street, Greensborough, Victoria, widow, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 8 November 2012, are required by Equity Trustees Limited, of 575 Bourke Street, Melbourne, Victoria, to send particulars to it by 22 May 2013, after which date Equity Trustees Limited may convey or distribute the assets, having regard only to the claims of which it then has notice.

WISEWOULD MAHONY, lawyers,
419 Collins Street, Melbourne 3000.

Re: CVETKA SKURANEC, deceased.

Creditors, next-of-kin and others having claims in respect of the estate of the deceased, who died on 3 October 2012, are required to send particulars of their claim to the executors of the estate of the said deceased, Zeljko Stojakovic and Thanh Le, care of Zeljko Stojakovic, barristers & solicitors, 5/332A Main Road East, St Albans 3021, within sixty days of the publication of this notice, after which time the said executors will distribute the assets of the deceased, having regard only to the claims of which the executors then have notice.

ZELJKO STOJAKOVIC, barristers & solicitors,
5/332A Main Road East, St Albans 3021.

ADVERTISEMENT OF SALE BY THE SHERIFF

On Thursday 2 May 2013 at 1.30 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 Heather Munro Ellison of 76 Goold Street, Bairnsdale, sole proprietor of an estate in fee simple in Crown Allotment 184B Parish of Bairnsdale, consisting of 14.31 hectares or thereabouts and being the land more particularly described on Certificate of Title Volume 08945 Folio 182 which is vacant land and an outbuilding and known as 260 Forge Creek Road, Bairnsdale.

Refer RACV Vic Roads Country Directory Edition 7 Map 688 F11.

Terms: 10% deposit on the fall of the hammer. Balance within 14 days unless as stated in particulars of sale in contract. Cheque only. Note, this property may be subject to GST.

Please contact Sheriff's Asset Administration Services on (03) 8684 8612 or realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY
THE SHERIFF

On Thursday 2 May 2013 at 1.30 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 Meisen Jackson of Unit 11, 4 Wando Grove, St Kilda East, sole proprietor of an estate in fee simple in the land described on Certificate of Title Volume 09499 Folio 429 upon which is erected a unit known as Unit 11, 4 Wando Grove, St Kilda East, and Certificate of Title Volume 09499 Folio 461 which is an accessory unit (car park) known as accessory Unit 43, 4 Wando Grove, St Kilda East.

Owners Corporation Plan No. RP018577 affects the said estate and interest.

Terms: 10% deposit on the fall of the hammer. Balance within 14 days unless as stated in particulars of sale in contract. Cheque only.

Please contact Sheriff's Asset Administration Services on (03) 8684 8612 or realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

SHERIFF

ADVERTISEMENT OF AUCTION BY
THE SHERIFF

On Thursday 2 May 2013 at 1.30 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 Charles Stanley Mydlak of Unit 3, 109 Wilson Street, Princess Hill, sole proprietor of an estate in fee simple in the land described on Certificate

of Title Volume 08787 Folio 289 upon which is erected a unit known as Unit 3, 109 Wilson Street, Princess Hill, and Certificate of Title Volume 08787 Folio 308 which is an accessory unit (car park) known as accessory Unit 22, Wilson Street, Princess Hill.

Owners Corporation Plan No. RP001222 affects the said estate and interest.

Terms: 10% deposit on the fall of the hammer. Balance within 14 days unless as stated in particulars of sale in contract. Cheque only.

Please contact Sheriff's Asset Administration Services on (03) 8684 8612 or realestatesection@justice.vic.gov.au for an information sheet on Sheriff's auctions, a contract of sale and any other enquiries.

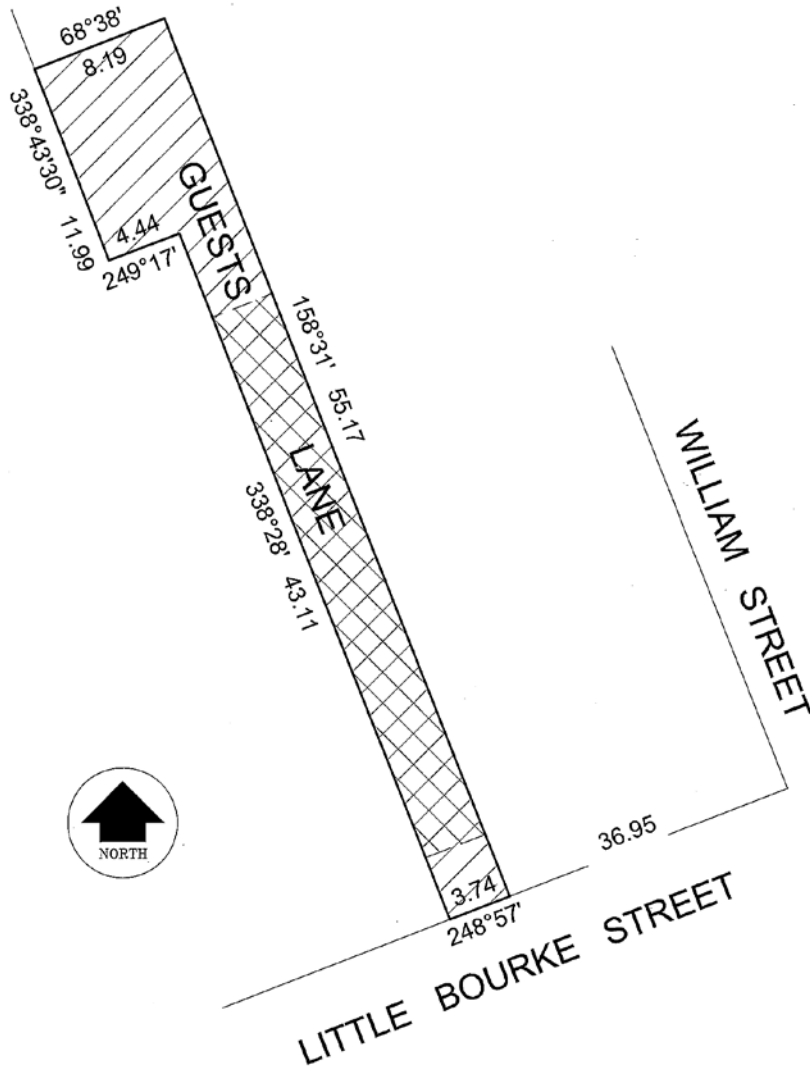
SHERIFF

**GOVERNMENT AND OUTER BUDGET
SECTOR AGENCIES NOTICES**

MELBOURNE CITY COUNCIL

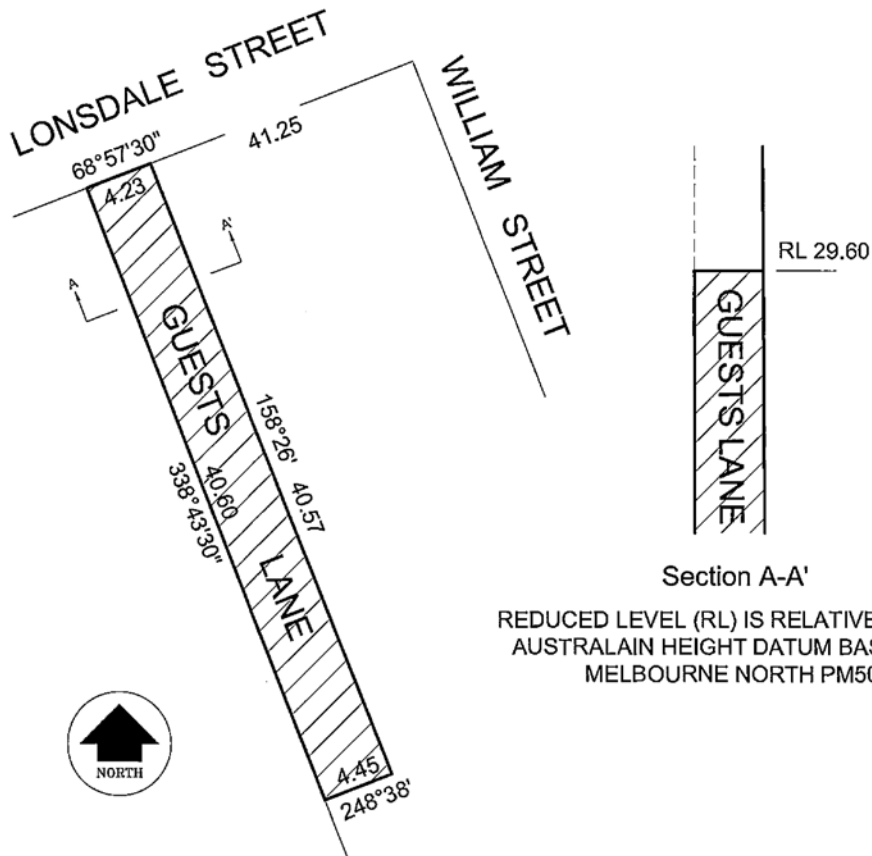
Road Discontinuance

Pursuant to section 206(1) and Clause 3 of Schedule 10 of the **Local Government Act 1989**, the Melbourne City Council declares the road known as Guests Lane, Melbourne, discontinued as shown hatched and cross hatched on the plan hereunder so as to sell the airspace above the area cross hatched and retained the balance of the land for municipal purposes.



MELBOURNE CITY COUNCIL
Public Highway Declaration of Road

Pursuant to section 204(1) of the **Local Government Act 1989** (Act), the Melbourne City Council declares the road shown hatched on the plan hereunder as a public highway for the purposes of the Act.



Section A-A'
REDUCED LEVEL (RL) IS RELATIVE TO THE
AUSTRALIAN HEIGHT DATUM BASED ON
MELBOURNE NORTH PM50

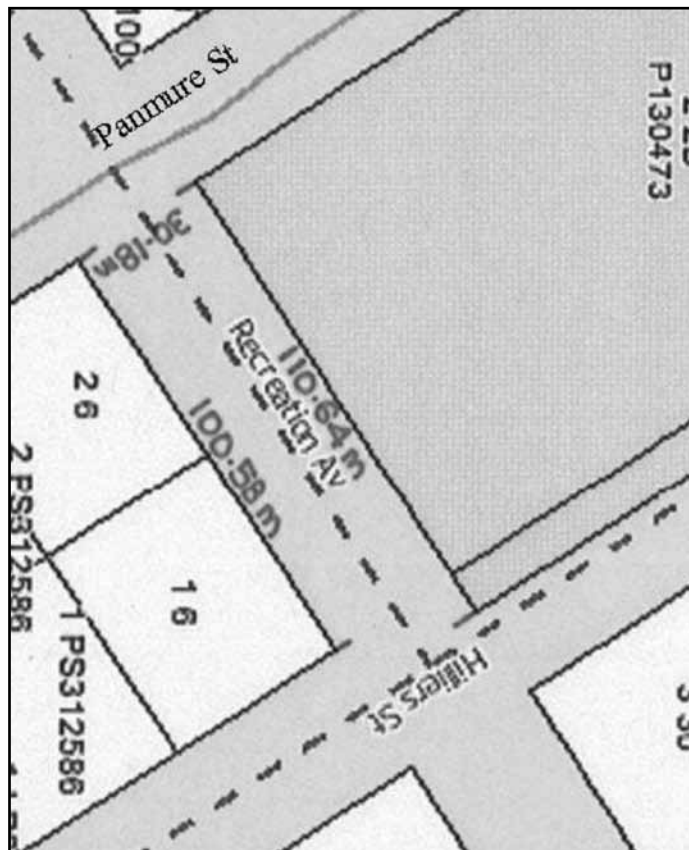


Road Discontinuance

Recreation Avenue, between Hilliers Street and Panmure Street, Newstead

Pursuant to section 206, Schedule 10 and Clause 3 to the **Local Government Act 1989**, Mount Alexander Shire Council, at its Ordinary Meeting held on 13 November 2012, resolved to discontinue the section of road known as Recreation Avenue, between Hilliers Street and Panmure Street, Newstead.

Those parts of the road shown on the plan below are not reasonably required for public road purposes and once discontinued will become Crown Land and incorporated into the Newstead Recreation Reserve.



PHIL ROWLAND
Chief Executive Officer
Mount Alexander Shire Council

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

Notice of Preparation of Amendment

Amendment C91

Authorisation A02453

The Frankston City Council has prepared Amendment C91 to the Frankston Planning Scheme.

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

The land affected by the Amendment is properties covered by the Design and Development Overlay Schedule 1 in Frankston South.

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, Frankston City Council, Civic Centre, corner of Davey Street and Young Street, Frankston; Council's website, www.frankston.vic.gov.au; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

The closing date for submissions is 22 April 2013. A submission must be sent to Strategic Planning – Amendment C91, Frankston City Council, 30 Davey Street, Frankston 3199.

FIONA JOHNSTONE

Acting Strategic Planning Coordinator



Knox City Council

Planning and Environment Act 1987

KNOX PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C125

Authorisation A02449

The Knox City Council has prepared Amendment C125 to the Knox Planning Scheme.

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

The land affected by the Amendment is 1500 Wellington Road, Lysterfield (more particularly described as Lot 3 LP7605 and Lot 4 LP7605).

The Amendment proposes to rezone the land from Public Park and Recreation Zone to Green Wedge Zone 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: Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection; and during office hours, at Knox City Council, Civic Centre, 511 Burwood Highway, Wantirna South 3152.

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

The closing date for submissions is 30 April 2013. A submission must be sent to Knox City Council, Strategic Planning Team, 511 Burwood Highway, Wantirna South, Victoria 3152.

ANGELO KOURAMBAS
Director – City Development

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

Notice of Preparation of Amendment

Amendment C135

Authorisation A02481

The Melton City Council has prepared Amendment C135 to the Melton Planning Scheme.

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

The land affected by the Amendment is 761–797 High Street, Melton West, 683–687 High Street, Melton West, Parcel No. 14 on SP18899B, Parcel No. 31 on SP18899B, Parcel No. 32 on SP18899B, and Parcel No. 33 on SP18899B.

The Amendment seeks to rezone 761–797 and 683–687 High Street, Melton West, from Farming Zone to Residential 1 Zone (R1Z), rezone Parcels No. 14 and 31 on SP18899B from Farming Zone to Road Zone Category 1, and rezone Parcels No. 32 and 33 on SP18899B from Industrial 3 Zone to Road Zone Category 1 (RDZ1).

The Amendment proposes to remove redundant zoning to enable the efficient use of land within an established urban area, as well as acknowledge the purpose of the land planned for a diamond interchange connecting to the Western Freeway.

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, Melton City Council, 232 High Street, Melton; 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 22 April 2013. A submission must be sent to the Planning Services Manager, Melton City Council at 232 High Street, Melton 3337.

KEL TORI
Chief Executive

Planning and Environment Act 1987

MOONEE VALLEY PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C131

Authorisation A02462

The Moonee Valley City Council has prepared Amendment C131 to the Moonee Valley Planning Scheme.

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

The land affected by the Amendment includes all land within the City of Moonee Valley.

The Amendment proposes to implement the findings of the Licensed Premises Policy Background Paper 2012 by:

- introducing a new Local Planning Policy for Licensed Premises at Clause 22.04;
- making changes to Clause 21.07 of the Municipal Strategic Statement (MSS) through the inclusion of new strategies and objectives for licensed premises; and
- including the Licensed Premises Policy Background Paper 2012 and Design Guidelines for Licensed Premises 2009 as reference documents in Clause 21.07-9 of the MSS.

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 Moonee Valley City Council Civic Centre, 9 Kellaway Avenue, Moonee Ponds; 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 26 April 2013. A submission must be sent to Moonee Valley City Council, Strategic Planning Department, PO Box 126, Moonee Ponds, Victoria 3039.

NEVILLE SMITH
Chief Executive

Planning and Environment Act 1987

MORELAND PLANNING SCHEME

Notice of the Preparation of an Amendment to a Planning Scheme and Notice of an Application for Planning Permit Given Under Section 96C of the

Planning and Environment Act 1987

Amendment C139

Authorisation A02468

Planning Permit Application MPS/2012/608

The land affected by the Amendment and planning permit application is 174, 180–196 Gaffney Street and 1 Lens Street, Coburg North.

The Amendment proposes to:

- rezone the land from an Industrial 3 Zone to a Business 2 Zone;
- modify the schedule to the Business 2 Zone to specify a maximum combined leasable floor area for Shop of 5,200 m²; and
- apply the Environmental Audit Overlay to the land.

The application is for a permit to use and develop the land for a supermarket, shops, restaurant, offices, medical centre and car parking with associated reduction in the standard car parking requirements and creation of access to a road in a Road Zone Category 1.

The Amendment has been made at the request of Environmental Resources Management Australia (ERM) Pty Ltd, acting on behalf of Coles Group Property Developments Ltd. The applicant for the permit is ERM Pty Ltd on behalf of Coles Group Property Developments Ltd.

You may inspect the Amendment, the explanatory report about the Amendment, the application, and any documents that support the Amendment and the application, including the proposed permit, free of charge, at the following locations: during office hours, at the office of the planning authority, Moreland Civic Centre, 90 Bell Street, Coburg, and the Moreland City Council website at www.moreland.vic.gov.au; and at the Department of Planning and Community Development website, www.dpcd.vic.gov.au/planning/publicinspection

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

Submissions must be sent to Moreland City Council, Strategic Planning Unit, Submission to Amendment C139, Locked Bag 10, Moreland, Victoria 3058.

The closing date for submissions is Friday 3 May 2013.

SUE VUJCEVIC
Acting Director Planning and
Economic Development

Planning and Environment Act 1987

TOWONG PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C28

Authorisation A02466

The Towong Shire Council has prepared Amendment C28 to the Towong Planning Scheme.

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

The land affected by the Amendment has been identified as being of heritage value within Towong Shire.

The Amendment proposes to include 87 new individual places and two precincts to the Heritage Overlay as per the recommendations of the Towong Heritage Study.

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: Towong Shire Council: 32 Towong Street, Tallangatta; 76 Hansen Street, Corryong; and 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 21 May 2013. Submissions must be sent to the Towong Shire Council, PO Box 55, Tallangatta 3700.

JULIANA PHELPS
Chief Executive Officer

Creditors, next-of-kin and others having claims against the estate of any of the undermentioned deceased persons are required to send particulars of their claims to State Trustees Limited, ABN 68 064 593 148, of 168 Exhibition Street, Melbourne, Victoria 3000, the personal representative, on or before 27 May 2013, after which date State Trustees Limited may convey or distribute the assets, having regard only to the claims of which State Trustees Limited then has notice.

DEASON, Maxwell William, late of 7 Callen Street, Seymour, Victoria 3660, retired, deceased, who died on 8 November 2012.

HEUSER, Anneliese Karla, late of Room 44, Providence Aged Care, 9 Griffith Street, Bacchus Marsh, Victoria 3340, retired, deceased, who died on 27 January 2013.

HIND, Janice Geraldine, late of 24 Tynan Street, Preston West, Victoria 3072, retired, deceased, who died on 23 January 2013.

McVICAR, Helen, late of 23 Moore Avenue, Croydon, Victoria 3136, deceased, who died on 7 October 2004.

MILLS, Melva June, late of Advent Care Whitehorse Nursing Home, 163–165 Central Road, Nunawading, Victoria 3131, retired, deceased, who died on 13 January 2013.

PERAZZELLI, Nicola Rocco, late of Embracia In Reservoir, 65A Glasgow Avenue, Reservoir, Victoria 3073, deceased, who died on 20 January 2013.

RAJTER, Czeslaw, late of Unit 2, 8 Rutherford Road, Tecoma, Victoria 3160, retired, deceased, who died on 16 November 2012.

SWEET, Lois Esme, late of Park Lane Residential Aged Care, 295–299 Maroondah Highway, Croydon, Victoria 3136, pensioner, deceased, who died on 12 December 2012.

THORNTON, Edna Adaline, late of Mercy Place Wyndham, 39 Deutgam Street, Werribee, Victoria 3030, pensioner, deceased, who died on 4 February 2013.

WALTER, Dorothy Joyce, late of Regis Lake Park, 40 Central Road, Blackburn, Victoria 3130, deceased, who died on 29 January 2013.

Dated 18 March 2013

STEWART MacLEOD
Manager

Crown Description: Crown Allotment 3A, Section 6, Township and Parish of Merino.

Terms of Sale: Deposit 10%, balance in 60 days or earlier by mutual agreement.

Area: 8,073 m².

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

Selling Agent: Ray White Rural, 116 Thompson Street, Hamilton, Victoria 3300.

GORDON RICH-PHILLIPS MLC
Assistant Treasurer

Department of Treasury and Finance

SALE OF CROWN LAND BY
PUBLIC AUCTION

on Tuesday 23 April 2013 at 12.00 pm on site

Reference: F12/132.

Address of Property: 173 Whitehorse Road, Blackburn.

Crown Description: Crown Allotment 74D, Parish of Nunawading, TP 949148L.

Terms of Sale: Deposit 10%, Balance in 90 days.

Area: 1,257 m².

Officer Co-ordinating Sale: Joe Rossello, Land and Property, Commercial Division, Department of Treasury and Finance, Level 5, 1 Treasury Place, Melbourne, Victoria 3002.

Selling Agent: CVA Property Consultants, 18–20 Russell Street, Melbourne, Victoria 3000.

GORDON RICH-PHILLIPS MLC
Assistant Treasurer

Department of Treasury and Finance

SALE OF CROWN LAND BY
PUBLIC AUCTION

on Friday 19 April 2013 at 11.00 am
at the Comfort Inn Grange Burn,
142 Ballarat Road, Hamilton

Reference: F11/916.

Address of Property: 58–60 Annesley Street, Merino.

Cemeteries and Crematoria Act 2003

SECTION 41(1)

Notice of Approval of Cemetery Trust
Fees and Charges

I, Bryan Crampton, as Delegate of the Secretary to the Department of Health for the purposes of section 40(2) of the **Cemeteries and Crematoria Act 2003**, give notice that I have approved the scale of fees and charges

fixed by the following cemetery trusts. The approved scale of fees and charges will take effect from the date of publication of this notice in the Government Gazette and will be published on the internet.

Ferntree Gully Cemetery Trust
Traralgon Public Cemetery Trust
Beechworth Cemetery Trust
Sale Cemetery Trust
Chewton Cemetery Trust
Wycheproof Cemetery Trust
Bowmans Forest Cemetery Trust
Arthurs Creek Cemetery Trust
Carlyle Cemetery Trust
Hawkesdale Cemetery Trust
Maddingley Cemetery Trust
Raywood Cemetery Trust
Rye Cemetery Trust
Hazelwood Cemetery Trust

Dated 12 March 2013

BRYAN CRAMPTON
Manager
Cemeteries and Crematoria
Regulation Unit

Co-operatives Act 1996

GALVIN PARK SECONDARY COLLEGE CO-OPERATIVE LTD

On application under section 601AA(2) of the **Corporations Act 2001** (the Act), by the co-operative named above, notice is hereby given under section 601AA(4) of the Act, as applied by section 316 of the **Co-operatives Act 1996**, that, at the expiration of two months from the date of this notice, the name of the co-operative listed above will, unless cause is shown to the contrary, be removed from the register of co-operatives and the registration will be dissolved.

Dated at Melbourne 21 March 2013

DAVID BETTS
Deputy Registrar of Co-operatives
Consumer Affairs Victoria

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 25 March 2013:

- Loddon Shire Council

MICK BOURKE
Chief Executive Officer

Electricity Industry Act 2000

PEOPLE ENERGY PTY LTD ABN 20 159 727 401

Premium Feed-In Terms and Conditions to residential and small business customers pursuant to the **Electricity Industry Act 2000** effective 21 March 2013 until such time as the terms and conditions are varied

1. PREAMBLE

- 1.1 This agreement is about the purchase of solar electricity by us for the term of this agreement.
- 1.2 You are eligible to enter into this agreement with us if you are an eligible customer. You may be an eligible customer if:
- (a) you have a supply agreement with us in relation to the supply address and we have up to date information under clause 1(c) of the Code;
 - (b) you have only one generator at the supply address;
 - (c) the supply address has been assigned with the relevant NMI tariff code and is eligible for the relevant feed-in tariff; and
 - (d) you are able to supply us with solar electricity. Where you are a residential customer this will mean (amongst other things) that the generator will have an installed or name-plate generating capacity of 5 kilowatts or less and be installed at your principal place of residence. Where the supply address is not your principal place of residence you must have an annual consumption rate of electricity of 100 megawatt hours or less.
- 1.3 More information about this agreement and other matters can be found on our website, www.peopleenergy.com.au

2. PARTIES

This agreement is between:

- 2.1 People Energy Pty Ltd ACN 159 727 401, who credits your account with feed-in credits (in this agreement referred to as **we**, **our** or **us**); and
- 2.2 You, the eligible customer to whom this agreement applies (in this agreement referred to as **you** or **your**).

3. WHAT ARE THE TERMS AND CONDITIONS OF THIS AGREEMENT?

- 3.1 This document sets out our terms and conditions for a solar feed-in agreement for an eligible customer.
- 3.2 Your agreement with us consists of these terms and conditions and the information set out in your application form.

4. WHAT IS THE TERM OF THIS AGREEMENT?**4.1 When does this agreement start?**

This agreement starts when:

- (a) all of the eligibility criteria set out in clause 1.2 are met;
- (b) your distributor confirms with us that you are connected to their network and that you have complied with all of their requirements;
- (c) your generator has been connected to the distributor's distribution system and the distributor has advised us that your NMI has been assigned the relevant network tariff code; and
- (d) you have provided us with your explicit informed consent to enter into this agreement.

4.2 When does this agreement end?

4.2.1 This agreement ends:

- (a) if the supply agreement expires or is terminated by either party to this agreement – automatically on the expiry or termination of the supply agreement;

- (b) if you are no longer an eligible customer (including where you move from the supply address to a premises that is not eligible for the feed-in tariff) – on the date you cease to be an eligible customer;
 - (c) if we both agree to a date to end the agreement – on the date that is agreed;
 - (d) if you add additional solar panels or otherwise boost the generating capacity of your generator – on the date that the additional solar panels or capacity are installed; or
 - (e) if you wish to terminate this agreement – on the date which you notify us to terminate the agreement.
- 4.2.2 Subject to this clause 4.2, this agreement will expire at the end of the tariff period (**term**).
- 4.2.3 Unless otherwise authorised under clause 4.2, we may not terminate this agreement unless we both agree to enter into a new solar feed-in agreement or you have transferred to another retailer for the supply of electricity to the supply address.
- 4.2.4 Termination of this agreement will only become effective:
- (a) if you enter into a new solar feed-in agreement with us – after the expiry of any cooling off period in respect of that new contract;
 - (b) if you enter into a solar feed-in agreement with a different retailer – when that other retailer becomes responsible for the solar feed-in agreement; or
 - (c) if the supply address is disconnected from the distributor’s distribution system and we are provided with satisfactory documentation or other confirmation that this has occurred – when there is no longer any right of reconnection under the Code.

5. SCOPE OF THIS AGREEMENT

5.1 What is covered by this agreement?

- 5.1.1 Under this agreement, we agree to credit your feed-in credits against charges payable by you under your supply agreement for the relevant billing cycle. We also agree to meet our other obligations set out in this agreement and to comply with the energy laws.
- 5.1.2 In return, you agree to:
- (a) supply us with solar electricity; and
 - (b) meet your obligations under this agreement and the energy laws.

5.2 What is not covered by this agreement?

- 5.2.1 This agreement does not cover the physical connection of your generator to the distribution system. You must arrange for the installation of a meter at the supply address that complies with applicable regulations and any reasonable requirements imposed by us or by your distributor.
- 5.2.2 At your request, we will make a request that your distributor arrange the connection as soon as practicable (and no later than the next business day) after you have:
- (a) satisfied us that you are an eligible customer;
 - (b) supplied us with all of the information that we need under the Code and **Electricity Safety Act 1998** (Vic.).
- 5.2.3 You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection to your distributor’s distribution system.

6. YOUR GENERAL OBLIGATIONS

6.1 Compliance with requirements

You must comply with all applicable requirements relating to the supply of solar electricity, including:

- 6.1.1 supplying us with solar electricity in accordance with the supply requirements;
- 6.1.2 ensuring that any variations in the voltage and/or frequency do not exceed the levels prescribed by the applicable regulations;
- 6.1.3 ensuring that you supply solar electricity at the point where the distributor's distribution system connects to the supply address; and
- 6.1.4 complying with all applicable energy laws.

6.2 Equipment

You must not:

- 6.2.1 modify the generator without first obtaining the written consent of your distributor; or
- 6.2.2 tamper with your meter.

6.3 Updating information

- 6.3.1 You must tell us promptly if information you have provided to us changes, including if your contact details change or if your use of electricity changes (for example, if you consume more than 100 megawatt hours per year).
- 6.3.2 You must also notify us within 14 days if:
 - (a) the supply address was, but is no longer, your principal place of residence; or
 - (b) if the photovoltaic generating capacity of your generator exceeds 5 kilowatts.

7. Your rights

7.1 You may ask us to:

- 7.1.1 review your bill;
- 7.1.2 provide you with historical data relating to this agreement for a period of up to 2 years; or
- 7.1.3 provide you with information on any feed-in tariff offers that we may from time to time make.

We will process these requests in accordance with the Code and provide the information to you within 10 business days.

7.2 You must pay our reasonable costs of providing any information that you have sought from us under this clause unless your request is the first request that you have made within a 12 month period and the information sought relates to account or metering information that is less than 2 years old, in which case the information will be provided free of charge.

8. Change of tariff

- 8.1 If under your supply agreement you currently purchase electricity from us at a tariff that is an excluded tariff, you will be required to change the tariff under which you are supplied electricity to an alternative tariff.
- 8.2 If clause 8.1 applies, you may select any supply tariff that is otherwise available to you and is not an excluded tariff.

9. Feed-in credits

- 9.1 We will credit your feed-in credits for the relevant period against charges payable by you under your supply agreement for the relevant billing cycle.

- 9.2 The feed-in credits created by your generator for any billing cycle will be calculated in accordance with the following formula:

feed-in credit = feed-in rate × solar electricity supplied

Where:

feed-in rate means \$0.60 per kilowatt-hour (including GST) or any replacement rate applying under the energy laws;

solar electricity supplied means the amount (measured in kilowatt hours) of solar electricity supplied to the distribution system by you in the relevant billing cycle, as recorded by the meter or as may be determined under clause 9.3.

- 9.3 If we have been unable to calculate your solar electricity supplied for a relevant billing cycle based on a reading of your meter, the solar electricity supplied for that period will be zero unless your distributor estimates the generation in accordance with the applicable regulations.
- 9.4 If the amount you owe us for a billing cycle is less than the amount of your feed-in credits the balance of the feed-in credits will remain as a credit on your next bill. No interest may be charged by you in relation to any feed-in credits that you may have accumulated from time to time under this agreement.
- 9.5 Any excess feed-in credits (as referred to in clause 9.3) are extinguished either 12 months after that excess credit amount is first accrued or the day on which this agreement expires or terminates (whichever comes first).
- 9.6 A feed-in credit has no value other than as prescribed in this agreement, it is not transferable and we are not under any circumstances required to pay you any amount of money under the terms of this agreement.

10. METERS

- 10.1 You must allow safe and unhindered access to your premises for the purposes of reading and maintaining your meter (where relevant).
- 10.2 It is your obligation to ensure that any data produced by the meter complies with the applicable regulations.
- 10.3 We will use our best endeavours to ensure that your meter is read at least once every 12 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representative with safe, convenient and unhindered access to the supply address and to the meter for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair.
- 10.4 You acknowledge that failure to provide access to your meter for a period of 12 months or more can result in a suspension of the operation of this agreement until such time as a reliable reading of your meter can be obtained.

11. BILLING

- 11.1 You will not receive a separate bill or statement as a result of entering into this agreement. Any feed-in credits accumulated by you during the term of this agreement will be set off against the bill that you receive pursuant to your supply agreement.
- 11.2 Your bill will clearly itemise:
- (a) the amount of solar electricity supplied by you to us during the relevant period;
 - (b) the amount of feed-in credits accumulated by you;
 - (c) the amount (if any) of excess feed-in credits remaining on your account;
 - (d) the amount (if any) of excess feed-in credits that have expired during the relevant period;
 - (e) any charges that we have applied to your account or other adjustments that we have made.

12. ADDITIONAL COSTS

- 12.1 You acknowledge that you may be required to pay the following costs to us as a result of entering into this agreement:
- (a) costs associated with the installation, maintenance or other technical support required by us or by your distributor under this agreement; and
 - (b) any charges imposed on us by the distributor as a result of the metering services supplied by the distributor.
- 12.2 If work needs to be undertaken that may lead to costs of the type described in clause 12.1 being incurred, you may ask us to specify what those costs are before the work is undertaken.

13. UNDERCREDITING AND OVERCREDITING

- 13.1 If we have applied fewer feed-in credits to your account than we should have done under the terms of this agreement, we will credit those amounts to your account to your next bill in accordance with clause 6.3 of the Code.
- 13.2 If we have applied more feed-in credits to your account than we were obliged to do under the terms of this agreement, we may recover the over-credited amount from you. If we recover an undercharged amount from you, we will follow the procedures set out in clause 6.2 of the Code.

14. GST

- 14.1 Any consideration or amount payable under this agreement including any non-monetary consideration, is inclusive of GST unless stated otherwise.
- 14.2 Subject to clause 14.3, if we become liable to pay GST in connection with this agreement you agree to:
- (a) pay to us in addition to any other amounts that may be due to us under this agreement or under the supply agreement, an additional amount equal to the amount of that GST;
 - (b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us.
- 14.3 If any GST payable in relation to a supply made under this agreement varies from the additional amount that is paid by you under clause 14.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from, you.
- 14.4 Subject to the foregoing provisions of this clause, you are solely liable for payment of all taxes which may be incurred as a result of this agreement and you will reimburse use on demand for any such liabilities that we may incur.
- 14.5 If you are a business customer you must supply us with a valid ABN in respect of this agreement.
- 14.6 Unless you supply us with a valid ABN under clause 14.5 you warrant to us that your generation of electricity by your generator is for private and domestic purposes and is not related in any way to any business purposes carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

15. INTERRUPTION, REDUCTION OR DISCONNECTION

- 15.1 All of the terms under the supply agreement that relate to the interruption, disruption, reduction or disconnection of the supply of electricity to you also apply to this agreement.
- 15.2 You agree that the connection of your generator, and your ability to supply us with solar electricity may be interrupted, discontinued or restricted for the same reasons set out in your supply agreement.

16. FORCE MAJEURE

- 16.1 If, but for this clause, either party would commit a breach of this agreement and that breach is caused by a force majeure event:
- (a) the obligations of the defaulting party under this agreement are suspended to the extent to which they are affected by the force majeure event as long as that event continues; and
 - (b) the defaulting party must give the other party 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 effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- 16.2 For the purposes of clause 16.1(a), if the effects of a force majeure event are widespread the defaulting party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.
- 16.3 The parties may agree with one another that a defaulting party is not to have the benefit of clause 16.1(a) in respect of any force majeure event.
- 16.4 A party that seeks to rely upon clause 16.1(a) must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the force majeure event) on terms that it would not otherwise agree to.
- 16.5 Nothing in this clause 16 varies or excludes the operation of section 117 of the **Electricity Industry Act 2000** (Vic.) or section 78 of the National Electricity Law.

17. GENERAL**17.1 Liability**

We do not accept any responsibility for any risks or liabilities associated with the operation of your generator including its control, use, maintenance or connection to the distributor's distribution system.

17.2 Assignment

- (a) You must not novate this agreement or assign, transfer or deal with the rights created under this agreement without our written consent.
- (b) We may only assign our rights and obligations under this agreement without your consent if the assignment forms part of the transfer to a third party of all or substantially all of our retail business.

17.3 Notices

A notice, consent, document or other communication given must be in writing and given by hand, by fax, by mail or by email unless this agreement provides to the contrary.

17.4 Governing Law

This agreement is governed by the laws of Victoria and each of us submit to the non-exclusive jurisdiction of the Victorian Courts.

17.5 Waiver

Any failure by us to exercise any of our rights or powers under this agreement is not a waiver of those rights or powers unless we agree otherwise in writing.

17.6 Variations

Subject to anything to the contrary in this agreement:

- (a) we may vary this agreement by publishing new terms and conditions (which may or may not include a new tariff) in accordance with section 40FF of the **Electricity Industry Act 2000** (Vic.); or
- (b) the parties may vary this agreement by agreement in writing.

17.7 Severance

If the whole or any part of a provision of this agreement is void, unenforceable or illegal that provision shall, so far as is possible, be severable. The remainder of this agreement shall continue to operate with full force and effect and the validity and enforceability of the remainder shall be unaffected.

17.8 Entire agreement

- (a) This agreement sets out the entirety of the agreement between us for the supply of solar electricity by you to us and you acknowledge that you have not relied on any representation, inducement, warranty or promise which is not contained in this document.
- (b) You acknowledge that the supply agreement deals exclusively with the sale of electricity by us to you and that the supply agreement is separate from this agreement.
- (c) If and to the extent that any matter is required as a matter of law to form part of this agreement that is not included expressly in these terms and conditions the relevant provisions shall be implied into this agreement as if they were expressly incorporated.

17.9 Changes in the Laws

It is acknowledged that there may be changes in the laws that govern the sale and supply of electricity (including solar electricity) which may affect the operation of this agreement. It is agreed that if in our reasonable view the changes to the laws materially alter the rights that subsist under this agreement we may amend this agreement to take those changes into account.

17.10 Complaints

If you wish to complain about this agreement or its administration by us you may do so and we will follow the procedures set out in clause 28.2 of the Code.

18. DEFINITIONS AND INTERPRETATION

18.1 In this agreement the following words and phrases bear the meanings set out in this clause.

agreement means this Premium Feed-In Tariff Contract and your application form.

applicable regulations means any applicable legislation, regulations, orders in council, codes, guidelines, licenses or other mandatory obligations that are relevant to the operation of this agreement.

billing cycle means the billing cycle specified in your supply agreement.

business day is any day that is not a Saturday, Sunday or a proclaimed Public Holiday under the **Public Holidays Act 1993**.

Code means the Energy Retail Code issued by the Essential Services Commission.

distributor is the holder of the distribution licence of the electricity distribution network to which the supply address is connected.

eligible customer has the same meaning given to the term 'qualifying customer' in section 40F of the **Electricity Industry Act 2000** (Vic.).

energy laws means national and State and Territory laws and rules relating to electricity and the legal instruments made under those laws and rules.

Essential Services Commission means the Essential Services Commission of Victoria.

excluded tariff, in relation to our published tariffs, means a tariff in respect of which the relevant distribution company does not provide premium solar feed in credits.

feed-in credits means the solar electricity credits calculated under clause 9 of this agreement.

force majeure event is an event beyond the reasonable control of you or us.

generator means a 'qualifying solar energy generation facility' as defined in section 40F of the **Electricity Industry Act 2000** (Vic.) through which you will supply us with solar electricity under this agreement.

GST means Goods and Services Tax as defined under the GST Law.

GST Law has the definition given in **A New Tax System (Goods and Services Tax) Act 1999**.

meter means a device installed to the satisfaction of the distributor for the purpose of recording the amount of solar electricity supplied by you to us.

NMI means the National metering Identifier for the supply address.

solar electricity means ‘qualifying solar energy generating electricity’ as that term is defined in section 40F of the **Electricity Industry Act 2000** (Vic.).

solar feed-in agreement means an agreement made under Division 5A of Part 2 of the **Electricity Industry Act 2000** (Vic.).

supply address means the address stated in the supply agreement between you and us.

supply agreement means an agreement between you and us for the supply and sale of electricity to the supply address.

supply requirements are the requirements that may be specified by your distributor from time to time.

tariff period has the meaning given in section 40FC of the **Electricity Industry Act 2000** (Vic.).

Note: in most cases, unless you decide to terminate this agreement under clause 4.2, this will mean that this agreement will come to an end on 1 November 2024.

term has the meaning given by clause 4.2.2 of this agreement.

18.2 In this agreement:

- (a) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this agreement;
 - (b) a reference to:
 - (i) an Act, Regulation, Order, Code or Guideline shall be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;
 - (ii) this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - (iii) ‘\$’ or ‘dollars’ is a reference to Australian dollars;
 - (iv) a singular word should be understood to include the plural and vice versa;
 - (v) the expressions ‘including’ or ‘includes’ are not terms of limitation;
 - (vi) a year should be read as commencing on the start date of this agreement; and
 - (vii) a reference to a month means a calendar month.
-

Electricity Industry Act 2000

PEOPLE ENERGY PTY LTD ABN 20 159 727 401

Transitional Feed-In Terms and Conditions to residential and small business customers pursuant to the **Electricity Industry Act 2000** effective 21 March 2013 until such time as the terms and conditions are varied

1. PREAMBLE

- 1.1 This agreement is about the purchase of solar electricity by us for the term of this agreement.
- 1.2 You are eligible to enter into this agreement with us if you are an eligible customer. You may be an eligible customer if:
- (a) you have a supply agreement with us in relation to the supply address and we have up to date information under clause 1(c) of the Code;
 - (b) you have only one generator at the supply address;
 - (c) the supply address has been assigned with the relevant NMI tariff code and is eligible for the relevant feed-in tariff; and
 - (d) you are able to supply us with solar electricity. Where you are a residential customer this will mean (amongst other things) that the generator will have an installed or name-plate generating capacity of 5 kilowatts or less and be installed at your principal place of residence. Where the supply address is not your principal place of residence you must have an annual consumption rate of electricity of 100 megawatt hours or less.
- 1.3 More information about this agreement and other matters can be found on our website, www.peopleenergy.com.au

2. PARTIES

This agreement is between:

- 2.1 People Energy Pty Ltd ACN 159 727 401, who credits your account with feed-in credits (in this agreement referred to as **we**, **our** or **us**); and
- 2.2 You, the eligible customer to whom this agreement applies (in this agreement referred to as **you** or **your**).

3. WHAT ARE THE TERMS AND CONDITIONS OF THIS AGREEMENT?

- 3.1 This document sets out our terms and conditions for a solar feed-in agreement for an eligible customer.
- 3.2 Your agreement with us consists of these terms and conditions and the information set out in your application form.

4. WHAT IS THE TERM OF THIS AGREEMENT?**4.1 When does this agreement start?**

This agreement starts when:

- (a) all of the eligibility criteria set out in clause 1.2 are met;
- (b) your distributor confirms with us that you are connected to their network and that you have complied with all of their requirements;
- (c) your generator has been connected to the distributor's distribution system and the distributor has advised us that your NMI has been assigned the relevant network tariff code; and
- (d) you have provided us with your explicit informed consent to enter into this agreement.

4.2 When does this agreement end?

4.2.1 This agreement ends:

- (a) if the supply agreement expires or is terminated by either party to this agreement – automatically on the expiry or termination of the supply agreement;

- (b) if you are no longer an eligible customer (including where you move from the supply address to a premises that is not eligible for the feed-in tariff) – on the date you cease to be an eligible customer;
 - (c) if we both agree to a date to end the agreement – on the date that is agreed;
 - (d) if you add additional solar panels or otherwise boost the generating capacity of your generator – on the date that the additional solar panels or capacity are installed; or
 - (e) if you wish to terminate this agreement – on the date which you notify us to terminate the agreement.
- 4.2.2 Subject to this clause 4.2, this agreement will expire at the end of the tariff period (**term**).
- 4.2.3 Unless otherwise authorised under clause 4.2, we may not terminate this agreement unless we both agree to enter into a new solar feed-in agreement or you have transferred to another retailer for the supply of electricity to the supply address.
- 4.2.4 Termination of this agreement will only become effective:
- (a) if you enter into a new solar feed-in agreement with us – after the expiry of any cooling off period in respect of that new contract;
 - (b) if you enter into a solar Feed-in agreement with a different retailer – when that other retailer becomes responsible for the solar feed-in agreement; or
 - (c) if the supply address is disconnected from the distributor’s distribution system and we are provided with satisfactory documentation or other confirmation that this has occurred – when there is no longer any right of reconnection under the Code.

5. SCOPE OF THIS AGREEMENT

5.1 What is covered by this agreement?

- 5.1.1 Under this agreement, we agree to credit your feed-in credits against charges payable by you under your supply agreement for the relevant billing cycle. We also agree to meet our other obligations set out in this agreement and to comply with the energy laws.
- 5.1.2 In return, you agree to:
- (a) supply us with solar electricity; and
 - (b) meet your obligations under this agreement and the energy laws.

5.2 What is not covered by this agreement?

- 5.2.1 This agreement does not cover the physical connection of your generator to the distribution system. You must arrange for the installation of a meter at the supply address that complies with applicable regulations and any reasonable requirements imposed by us or by your distributor.
- 5.2.2 At your request, we will make a request that your distributor arrange the connection as soon as practicable (and no later than the next business day) after you have:
- (a) satisfied us that you are an eligible customer;
 - (b) supplied us with all of the information that we need under the Code and **Electricity Safety Act 1998** (Vic.).
- 5.2.3 You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection to your distributor’s distribution system.

6. YOUR GENERAL OBLIGATIONS

6.1 Compliance with requirements

You must comply with all applicable requirements relating to the supply of solar electricity, including:

- 6.1.1 supplying us with solar electricity in accordance with the supply requirements;
- 6.1.2 ensuring that any variations in the voltage and/or frequency do not exceed the levels prescribed by the applicable regulations;
- 6.1.3 ensuring that you supply solar electricity at the point where the distributor's distribution system connects to the supply address; and
- 6.1.4 complying with all applicable energy laws.

6.2 Equipment

You must not:

- 6.2.1 modify the generator without first obtaining the written consent of your distributor; or
- 6.2.2 tamper with your meter.

6.3 Updating information

- 6.3.1 You must tell us promptly if information you have provided to us changes, including if your contact details change or if your use of electricity changes (for example, if you consume more than 100 megawatt hours per year).
- 6.3.2 You must also notify us within 14 days if:
 - (a) the supply address was, but is no longer, your principal place of residence; or
 - (b) if the photovoltaic generating capacity of your generator exceeds 5 kilowatts.

7. YOUR RIGHTS

7.1 You may ask us to:

- 7.1.1 review your bill;
- 7.1.2 provide you with historical data relating to this agreement for a period of up to 2 years; or
- 7.1.3 provide you with information on any feed-in tariff offers that we may from time to time make.

We will process these requests in accordance with the Code and provide the information to you within 10 business days.

7.2 You must pay our reasonable costs of providing any information that you have sought from us under this clause unless your request is the first request that you have made within a 12 month period and the information sought relates to account or metering information that is less than 2 years old, in which case the information will be provided free of charge.

8. CHANGE OF TARIFF

8.1 If under your supply agreement you currently purchase electricity from us at a tariff that is an excluded tariff, you will be required to change the tariff under which you are supplied electricity to an alternative tariff.

8.2 If clause 8.1 applies, you may select any supply tariff that is otherwise available to you and is not an excluded tariff.

9. FEED-IN CREDITS

9.1 We will credit your feed-in credits for the relevant period against charges payable by you under your supply agreement for the relevant billing cycle.

- 9.2 The feed-in credits created by your generator for any billing cycle will be calculated in accordance with the following formula:

feed-in credit = feed-in rate × solar electricity supplied

Where:

feed-in rate means \$0.25 per kilowatt-hour (including GST) or any replacement rate applying under the energy laws.

solar electricity supplied means the amount (measured in kilowatt hours) of solar electricity supplied to the distribution system by you in the relevant billing cycle, as recorded by the meter or as may be determined under clause 9.3.

- 9.3 If we have been unable to calculate your solar electricity supplied for a relevant billing cycle based on a reading of your meter, the solar electricity supplied for that period will be zero unless your distributor estimates the generation in accordance with the applicable regulations.
- 9.4 If the amount you owe us for a billing cycle is less than the amount of your feed-in credits the balance of the feed-in credits will remain as a credit on your next bill. No interest may be charged by you in relation to any feed-in credits that you may have accumulated from time to time under this agreement.
- 9.5 Any excess feed-in credits (as referred to in clause 9.3) are extinguished either 12 months after that excess credit amount is first accrued or the day on which this agreement expires or terminates (whichever comes first).
- 9.6 A feed-in credit has no value other than as prescribed in this agreement, it is not transferable and we are not under any circumstances required to pay you any amount of money under the terms of this agreement.

10. METERS

- 10.1 You must allow safe and unhindered access to your premises for the purposes of reading and maintaining your meter (where relevant).
- 10.2 It is your obligation to ensure that any data produced by the meter complies with the applicable regulations.
- 10.3 We will use our best endeavours to ensure that your meter is read at least once every 12 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representative with safe, convenient and unhindered access to the supply address and to the meter for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair.
- 10.4 You acknowledge that failure to provide access to your meter for a period of 12 months or more can result in a suspension of the operation of this agreement until such time as a reliable reading of your meter can be obtained.

11. BILLING

- 11.1 You will not receive a separate bill or statement as a result of entering into this agreement. Any feed-in credits accumulated by you during the term of this agreement will be set off against the bill that you receive pursuant to your supply agreement.
- 11.2 Your bill will clearly itemise:
- the amount of solar electricity supplied by you to us during the relevant period;
 - the amount of feed-in credits accumulated by you;
 - the amount (if any) of excess feed-in credits remaining on your account;
 - the amount (if any) of excess feed-in credits that have expired during the relevant period;
 - any charges that we have applied to your account or other adjustments that we have made.

12. ADDITIONAL COSTS

- 12.1 You acknowledge that you may be required to pay the following costs to us as a result of entering into this agreement:
- (a) costs associated with the installation, maintenance or other technical support required by us or by your distributor under this agreement; and
 - (b) any charges imposed on us by the distributor as a result of the metering services supplied by the distributor.
- 12.2 If work needs to be undertaken that may lead to costs of the type described in clause 12.1 being incurred, you may ask us to specify what those costs are before the work is undertaken.

13. UNDERCREDITING AND OVERCREDITING

- 13.1 If we have applied fewer feed-in credits to your account than we should have done under the terms of this agreement, we will credit those amounts to your account to your next bill in accordance with clause 6.3 of the Code.
- 13.2 If we have applied more feed-in credits to your account than we were obliged to do under the terms of this agreement, we may recover the over-credited amount from you. If we recover an undercharged amount from you, we will follow the procedures set out in clause 6.2 of the Code.

14. GST

- 14.1 Any consideration or amount payable under this agreement including any non-monetary consideration, is inclusive of GST unless stated otherwise.
- 14.2 Subject to clause 14.3, if we become liable to pay GST in connection with this agreement you agree to:
- (a) pay to us in addition to any other amounts that may be due to us under this agreement or under the supply agreement, an additional amount equal to the amount of that GST;
 - (b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us;
- 14.3 If any GST payable in relation to a supply made under this agreement varies from the additional amount that is paid by you under clause 14.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from, you.
- 14.4 Subject to the foregoing provisions of this clause, you are solely liable for payment of all taxes which may be incurred as a result of this agreement and you will reimburse us on demand for any such liabilities that we may incur.
- 14.5 If you are a business customer you must supply us with a valid ABN in respect of this agreement.
- 14.6 Unless you supply us with a valid ABN under clause 14.5 you warrant to us that your generation of electricity by your generator is for private and domestic purposes and is not related in any way to any business purposes carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

15. INTERRUPTION, REDUCTION OR DISCONNECTION

- 15.1 All of the terms under the supply agreement that relate to the interruption, disruption, reduction or disconnection of the supply of electricity to you also apply to this agreement.
- 15.2 You agree that the connection of your generator, and your ability to supply us with solar electricity may be interrupted, discontinued or restricted for the same reasons set out in your supply agreement.

16. FORCE MAJEURE

- 16.1 If, but for this clause, either party would commit a breach of this agreement and that breach is caused by a force majeure event:
- (a) the obligations of the defaulting party under this agreement are suspended to the extent to which they are affected by the force majeure event as long as that event continues; and
 - (b) the defaulting party must give the other party 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 effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- 16.2 For the purposes of clause 16.1(a), if the effects of a force majeure event are widespread the defaulting party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.
- 16.3 The parties may agree with one another that a defaulting party is not to have the benefit of clause 16.1(a) in respect of any force majeure event.
- 16.4 A party that seeks to rely upon clause 16.1(a) must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the force majeure event) on terms that it would not otherwise agree to.
- 16.5 Nothing in this clause 16 varies or excludes the operation of section 117 of the **Electricity Industry Act 2000** (Vic.) or section 78 of the National Electricity Law.

17. GENERAL**17.1 Liability**

We do not accept any responsibility for any risks or liabilities associated with the operation of your generator including its control, use, maintenance or connection to the distributor's distribution system.

17.2 Assignment

- (a) You must not novate this agreement or assign, transfer or deal with the rights created under this agreement without our written consent.
- (b) We may only assign our rights and obligations under this agreement without your consent if the assignment forms part of the transfer to a third party of all or substantially all of our retail business.

17.3 Notices

A notice, consent, document or other communication given must be in writing and given by hand, by fax, by mail or by email unless this agreement provides to the contrary.

17.4 Governing Law

This agreement is governed by the laws of Victoria and each of us submit to the non-exclusive jurisdiction of the Victorian Courts.

17.5 Waiver

Any failure by us to exercise any of our rights or powers under this agreement is not a waiver of those rights or powers unless we agree otherwise in writing.

17.6 Variations

Subject to anything to the contrary in this agreement:

- (a) we may vary this agreement by publishing new terms and conditions (which may or may not include a new tariff) in accordance with section 40FF of the **Electricity Industry Act 2000** (Vic.); or
- (b) the parties may vary this agreement by agreement in writing.

17.7 Severance

If the whole or any part of a provision of this agreement is void, unenforceable or illegal that provision shall, so far as is possible, be severable. The remainder of this agreement shall continue to operate with full force and effect and the validity and enforceability of the remainder shall be unaffected.

17.8 Entire agreement

- (a) This agreement sets out the entirety of the agreement between us for the supply of solar electricity by you to us and you acknowledge that you have not relied on any representation, inducement, warranty or promise which is not contained in this document.
- (b) You acknowledge that the supply agreement deals exclusively with the sale of electricity by us to you and that the supply agreement is separate from this agreement.
- (c) If and to the extent that any matter is required as a matter of law to form part of this agreement that is not included expressly in these terms and conditions the relevant provisions shall be implied into this agreement as if they were expressly incorporated.

17.9 Changes in the Laws

It is acknowledged that there may be changes in the laws that govern the sale and supply of electricity (including solar electricity) which may affect the operation of this agreement. It is agreed that if in our reasonable view the changes to the laws materially alter the rights that subsist under this agreement we may amend this agreement to take those changes into account.

17.10 Complaints

If you wish to complain about this agreement or its administration by us you may do so and we will follow the procedures set out in clause 28.2 of the Code.

18. Definitions and Interpretation

18.1 In this agreement the following words and phrases bear the meanings set out in this clause.

agreement means this Transitional Feed-In Tariff Contract and your application form.

applicable regulations means any applicable legislation, regulations, orders in council, codes, guidelines, licenses or other mandatory obligations that are relevant to the operation of this agreement.

billing cycle means the billing cycle specified in your supply agreement.

business day is any day that is not a Saturday, Sunday or a proclaimed Public Holiday under the **Public Holidays Act 1993**.

Code means the Energy Retail Code issued by the Essential Services Commission.

distributor is the holder of the distribution licence of the electricity distribution network to which the supply address is connected.

eligible customer has the same meaning given to the term 'TFiT customer' in section 40F of the **Electricity Industry Act 2000** (Vic.).

energy laws means national and State and Territory laws and rules relating to electricity and the legal instruments made under those laws and rules.

Essential Services Commission means the Essential Services Commission of Victoria.

excluded tariff, in relation to our published tariffs, means a tariff in respect of which the relevant distribution company does not provide transitional solar feed-in credits.

feed-in credits means the solar electricity credits calculated under clause 9 of this agreement.

force majeure event is an event beyond the reasonable control of you or us.

generator means a 'qualifying solar energy generation facility' as defined in section 40F of the **Electricity Industry Act 2000** (Vic.) through which you will supply us with solar electricity under this agreement.

GST means Goods and Services Tax as defined under the GST Law.

GST Law has the definition given in **A New Tax System (Goods and Services Tax) Act 1999**.

meter means a device installed to the satisfaction of the distributor for the purpose of recording the amount of solar electricity supplied by you to us.

NMI means the National Metering Identifier for the supply address.

solar electricity means ‘qualifying solar energy generating electricity’ as that term is defined in section 40F of the **Electricity Industry Act 2000** (Vic.).

solar feed-in agreement means an agreement made under Division 5A of Part 2 of the **Electricity Industry Act 2000** (Vic.).

supply address means the address stated in the supply agreement between you and us.

supply agreement means an agreement between you and us for the supply and sale of electricity to the supply address.

supply requirements are the requirements that may be specified by your distributor from time to time.

tariff period has the meaning given in section 40FCA of the **Electricity Industry Act 2000** (Vic.).

Note: in most cases, unless you decide to terminate this agreement under clause 4.2, this will mean that this agreement will come to an end on 31 December 2016.

term has the meaning given by clause 4.2.2 of this agreement.

18.2 In this agreement:

- (a) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this agreement;
 - (b) a reference to:
 - (i) an Act, Regulation, Order, Code or Guideline shall be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;
 - (ii) this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - (iii) ‘\$’ or ‘dollars’ is a reference to Australian dollars;
 - (iv) a singular word should be understood to include the plural and vice versa;
 - (v) the expressions ‘including’ or ‘includes’ are not terms of limitation;
 - (vi) a year should be read as commencing on the start date of this agreement; and
 - (vii) a reference to a month means a calendar month.
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Electricity Industry Act 2000

PEOPLE ENERGY PTY LTD ABN 20 159 727 401

Feed-In Terms and Conditions to residential and small business customers
pursuant to the **Electricity Industry Act 2000** effective 21 March 2013 until such time
as the terms and conditions are varied

1. PREAMBLE

- 1.1 This agreement is about the purchase of renewable electricity by us.
- 1.2 You are eligible to enter into this agreement with us if you are an eligible customer. You may be an eligible customer if:
- (a) you have a supply agreement with us in relation to the supply address and we have up to date information under clause 1(c) of the Code;
 - (b) you have only one generator at the supply address;
 - (c) the supply address has been assigned with the relevant NMI tariff code and is eligible for the relevant feed-in tariff;
 - (d) you are able to supply us with renewable electricity, meaning (amongst other things) that the generator at your supply address has an installed or name-plate generating capacity of 100 kilowatts or less; and
 - (e) your generator is not eligible for different feed-in tariff.
- 1.3 More information about this agreement and other matters can be found on our website, www.peopleenergy.com.au

2. PARTIES

This agreement is between:

- 2.1 People Energy Pty Ltd ACN 159 727 401, who credits your account with feed-in credits (in this agreement referred to as **we**, **our** or **us**); and
- 2.2 You, the eligible customer to whom this agreement applies (in this agreement referred to as **you** or **your**).

3. WHAT ARE THE TERMS AND CONDITIONS OF THIS AGREEMENT?

- 3.1 This document sets out our terms and conditions for a feed-in agreement for an eligible customer.
- 3.2 Your agreement with us consists of these terms and conditions and the information set out in your application form.

4. WHAT IS THE TERM OF THIS AGREEMENT?**4.1 When does this agreement start?**

This agreement starts when:

- (a) all of the eligibility criteria set out in clause 1.2 are met;
- (b) your distributor confirms with us that you are connected to their network and that you have complied with all of their requirements;
- (c) your generator has been connected to the distributor's distribution system and the distributor has advised us that your NMI has been assigned the relevant network tariff code; and
- (d) you have provided us with your explicit informed consent to enter into this agreement.

4.2 When does this agreement end?

4.2.1 This agreement ends:

- (a) if the supply agreement expires or is terminated by either party to this agreement – automatically on the expiry or termination of the supply agreement;

- (b) if you are no longer an eligible customer (including where you move from the supply address to a premises that is not eligible for the feed-in tariff) – on the date you cease to be an eligible customer;
 - (c) if we both agree to a date to end the agreement – on the date that is agreed; or
 - (d) if you wish to terminate this agreement – on the date which you notify us to terminate the agreement.
- 4.2.2 Unless otherwise authorised under clause 4.2, we may not terminate this agreement unless we both agree to enter into a new feed-in agreement or you have transferred to another retailer for the supply of electricity to the supply address.
- 4.2.3 Termination of this agreement will only become effective:
- (a) if you enter into a new feed-in agreement with us – after the expiry of any cooling off period in respect of that new contract;
 - (b) if you enter into a feed-in agreement with a different retailer – when that other retailer becomes responsible for the feed-in agreement; or
 - (c) if the supply address is disconnected from the distributor’s distribution system and we are provided with satisfactory documentation or other confirmation that this has occurred – when there is no longer any right of reconnection under the Code.

5. SCOPE OF THIS AGREEMENT

5.1 What is covered by this agreement?

- 5.1.1 Under this agreement, we agree to credit your feed-in credits against charges payable by you under your supply agreement for the relevant billing cycle. We also agree to meet our other obligations set out in this agreement and to comply with the energy laws.
- 5.1.2 In return, you agree to:
- (a) supply us with renewable electricity; and
 - (b) meet your obligations under this agreement and the energy laws.

5.2 What is not covered by this agreement?

- 5.2.1 This agreement does not cover the physical connection of your generator to the distribution system. You must arrange for the installation of a meter at the supply address that complies with applicable regulations and any reasonable requirements imposed by us or by your distributor.
- 5.2.2 At your request, we will make a request that your distributor arrange the connection as soon as practicable (and no later than the next business day) after you have:
- (a) satisfied us that you are an eligible customer;
 - (b) supplied us with all of the information that we need under the Code and **Electricity Safety Act 1998** (Vic.).
- 5.2.3 You are responsible for and must reimburse us for all reasonable costs and expenses which we incur in carrying out your request for connection to your distributor’s distribution system.

6. YOUR GENERAL OBLIGATIONS

6.1 Compliance with requirements

You must comply with all applicable requirements relating to the supply of renewable electricity, including:

- 6.1.1 supplying us with renewable electricity in accordance with the supply requirements;
- 6.1.2 ensuring that any variations in the voltage and/or frequency do not exceed the levels prescribed by the applicable regulations;

- 6.1.3 ensuring that you supply renewable electricity at the point where the distributor's distribution system connects to the supply address; and
- 6.1.4 complying with all applicable energy laws.

6.2 Equipment

You must not:

- 6.2.1 modify the generator without first obtaining the written consent of your distributor; or
- 6.2.2 tamper with your meter.

6.3 Updating information

You must tell us promptly if:

- 6.3.1 information you have provided to us changes, including if your contact details change; or
- 6.3.2 if you wish to increase the renewable energy generating capacity of your generator (including where the generating capacity will exceed 100 kilowatts).

7. YOUR RIGHTS

7.1 You may ask us to:

- 7.1.1 review your bill;
- 7.1.2 provide you with historical data relating to this agreement for a period of up to 2 years; or
- 7.1.3 provide you with information on any feed-in tariff offers that we may from time to time make.

We will process these requests in accordance with the Code and provide the information to you within 10 business days.

7.2 You must pay our reasonable costs of providing any information that you have sought from us under this clause unless your request is the first request that you have made within a 12 month period and the information sought relates to account or metering information that is less than 2 years old, in which case the information will be provided free of charge.

8. CHANGE OF TARIFF

- 8.1 If under your supply agreement you currently purchase electricity from us at a tariff that is an excluded tariff, you will be required to change the tariff under which you are supplied electricity to an alternative tariff.
- 8.2 If clause 8.1 applies, you may select any supply tariff that is otherwise available to you and is not an excluded tariff.

9. FEED-IN CREDITS

- 9.1 We will credit your feed-in credits for the relevant period against charges payable by you under your supply agreement for the relevant billing cycle.
- 9.2 The feed-in credits created by your generator for any billing cycle will be calculated in accordance with the following formula:

feed-in credit = feed-in rate × renewable electricity supplied

Where:

feed-in rate means \$0.08 per kilowatt-hour (including GST) or any replacement rate set by the Essential Services Commission from time to time.

renewable electricity supplied means the amount (measured in kilowatt hours) of renewable electricity supplied to the distribution system by you in the relevant billing cycle, as recorded by the meter or as may be determined under clause 9.3.

- 9.3 If we have been unable to calculate your renewable electricity supplied for a relevant billing cycle based on a reading of your meter, the renewable electricity supplied for that period will be zero unless your distributor estimates the generation in accordance with the applicable regulations.

- 9.4 If the amount you owe us for a billing cycle is less than the amount of your feed-in credits the balance of the feed-in credits will remain as a credit on your next bill. No interest may be charged by you in relation to any feed-in credits that you may have accumulated from time to time under this agreement.
- 9.5 If, at the time this agreement ends or is terminated under clause 4.2, your feed-in credits accumulated under this agreement exceed any amount owing to us under your supply agreement, we will pay to you the amount of the excess feed-in credits.

10. METERS

- 10.1 You must allow safe and unhindered access to your premises for the purposes of reading and maintaining your meter (where relevant).
- 10.2 It is your obligation to ensure that any data produced by the meter complies with the applicable regulations.
- 10.3 We will use our best endeavours to ensure that your meter is read at least once every 12 months. We will not be in breach of this requirement if we have been unable to comply because you have failed to provide us or our representative with safe, convenient and unhindered access to the supply address and to the meter for the purpose of reading the meter and for connection, disconnection, reconnection, maintenance and repair.
- 10.4 You acknowledge that failure to provide access to your meter for a period of 12 months or more can result in a suspension of the operation of this agreement until such time as a reliable reading of your meter can be obtained.

11. BILLING

- 11.1 You will not receive a separate bill or statement as a result of entering into this agreement. Any feed-in credits accumulated by you under this agreement will be set off against the bill that you receive pursuant to your supply agreement.
- 11.2 Your bill will clearly itemise:
- (a) the amount of renewable electricity supplied by you to us during the relevant period;
 - (b) the amount of feed-in credits accumulated by you;
 - (c) the amount (if any) of excess feed-in credits remaining on your account; and
 - (d) any charges that we have applied to your account or other adjustments that we have made.

12. ADDITIONAL COSTS

- 12.1 You acknowledge that you may be required to pay the following costs to us as a result of entering into this agreement:
- (a) costs associated with the installation, maintenance or other technical support required by us or by your distributor under this agreement; and
 - (b) any charges imposed on us by the distributor as a result of the metering services supplied by the distributor.
- 12.2 If work needs to be undertaken that may lead to costs of the type described in clause 12.1 being incurred, you may ask us to specify what those costs are before the work is undertaken.

13. UNDERCREDITING AND OVERCREDITING

- 13.1 If we have applied fewer feed-in credits to your account than we should have done under the terms of this agreement, we will credit those amounts to your account to your next bill in accordance with clause 6.3 of the Code.
- 13.2 If we have applied more feed-in credits to your account than we were obliged to do under the terms of this agreement, we may recover the over-credited amount from you. If we recover an undercharged amount from you, we will follow the procedures set out in clause 6.2 of the Code.

14. GST

- 14.1 Any consideration or amount payable under this agreement including any non-monetary consideration, is inclusive of GST unless stated otherwise.
- 14.2 Subject to clause 14.3, if we become liable to pay GST in connection with this agreement you agree to:
- (a) pay to us in addition to any other amounts that may be due to us under this agreement or under the supply agreement, an additional amount equal to the amount of that GST;
 - (b) you must pay such an amount to us within 14 days of being provided with a valid tax invoice by us;
- 14.3 If any GST payable in relation to a supply made under this agreement varies from the additional amount that is paid by you under clause 14.2 so that a further amount of GST is payable in relation to the supply or a refund credit of GST is obtained in relation to the supply, then we will provide a corresponding refund or credit to, or will be entitled to receive a corresponding amount from, you.
- 14.4 Subject to the foregoing provisions of this clause, you are solely liable for payment of all taxes which may be incurred as a result of this agreement and you will reimburse us on demand for any such liabilities that we may incur.
- 14.5 If you are a business customer you must supply us with a valid ABN in respect of this agreement.
- 14.6 Unless you supply us with a valid ABN under clause 14.5 you warrant to us that your generation of electricity by your generator is for private and domestic purposes and is not related in any way to any business purposes carried on by you or any other person. You undertake to indemnify us for all loss, damage, cost and expense that may arise from any breach of the foregoing warranty.

15. INTERRUPTION, REDUCTION OR DISCONNECTION

- 15.1 All of the terms under the supply agreement that relate to the interruption, disruption, reduction or disconnection of the supply of electricity to you also apply to this agreement.
- 15.2 You agree that the connection of your generator, and your ability to supply us with renewable electricity may be interrupted, discontinued or restricted for the same reasons set out in your supply agreement.

16. FORCE MAJEURE

- 16.1 If, but for this clause, either party would commit a breach of this agreement and that breach is caused by a force majeure event:
- (a) the obligations of the defaulting party under this agreement are suspended to the extent to which they are affected by the force majeure event as long as that event continues; and
 - (b) the defaulting party must give the other party 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 effect on those obligations and the steps taken to remove, overcome or minimise its effects.
- 16.2 For the purposes of clause 16.1(a), if the effects of a force majeure event are widespread the defaulting party will be deemed to have given the other party prompt notice if it makes the necessary information available to the other party as soon as is reasonably practicable.
- 16.3 The parties may agree with one another that a defaulting party is not to have the benefit of clause 16.1(a) in respect of any force majeure event.
- 16.4 A party that seeks to rely upon clause 16.1(a) must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible. However, this does not require either party to settle any dispute (that may be related to the force majeure event) on terms that it would not otherwise agree to.
- 16.5 Nothing in this clause 16 varies or excludes the operation of section 117 of the **Electricity Industry Act 2000** (Vic.) or section 78 of the National Electricity Law.

17. GENERAL**17.1 Liability**

We do not accept any responsibility for any risks or liabilities associated with the operation of your generator including its control, use, maintenance or connection to the distributor's distribution system.

17.2 Assignment

- (a) You must not novate this agreement or assign, transfer or deal with the rights created under this agreement without our written consent.
- (b) We may only assign our rights and obligations under this agreement without your consent if the assignment forms part of the transfer to a third party of all or substantially all of our retail business.

17.3 Notices

A notice, consent, document or other communication given must be in writing and given by hand, by fax, by mail or by email unless this agreement provides to the contrary.

17.4 Governing Law

This agreement is governed by the laws of Victoria and each of us submit to the non-exclusive jurisdiction of the Victorian Courts.

17.5 Waiver

Any failure by us to exercise any of our rights or powers under this agreement is not a waiver of those rights or powers unless we agree otherwise in writing.

17.6 Variations

Subject to anything to the contrary in this agreement:

- (a) we may vary this agreement by publishing new terms and conditions (which may or may not include a new tariff) in accordance with section 40G of the **Electricity Industry Act 2000** (Vic.) (where we vary your tariff, we will notify you as soon as practicable and in any event no later than your next bill); or
- (b) the parties may vary this agreement by agreement in writing.

17.7 Severance

If the whole or any part of a provision of this agreement is void, unenforceable or illegal that provision shall, so far as is possible, be severable. The remainder of this agreement shall continue to operate with full force and effect and the validity and enforceability of the remainder shall be unaffected.

17.8 Entire agreement

- (a) This agreement sets out the entirety of the agreement between us for the supply of renewable electricity by you to us and you acknowledge that you have not relied on any representation, inducement, warranty or promise which is not contained in this document.
- (b) You acknowledge that the supply agreement deals exclusively with the sale of electricity by us to you and that the supply agreement is separate from this agreement.
- (c) If and to the extent that any matter is required as a matter of law to form part of this agreement that is not included expressly in these terms and conditions the relevant provisions shall be implied into this agreement as if they were expressly incorporated.

17.9 Changes in the laws

It is acknowledged that there may be changes in the laws that govern the sale and supply of electricity (including renewable electricity) which may affect the operation of this agreement. It is agreed that if in our reasonable view the changes to the laws materially alter the rights that subsist under this agreement we may amend this agreement to take those changes into account.

17.10 Complaints

If you wish to complain about this agreement or its administration by us you may do so and we will follow the procedures set out in clause 28.2 of the Code.

18. DEFINITIONS AND INTERPRETATION

18.1 In this agreement the following words and phrases bear the meanings set out in this clause.

agreement means this Standard Feed-in Tariff Contract and your application form.

applicable regulations means any applicable legislation, regulations, orders in council, codes, guidelines, licenses or other mandatory obligations that are relevant to the operation of this agreement.

billing cycle means the billing cycle specified in your supply agreement.

business day is any day that is not a Saturday, Sunday or a proclaimed Public Holiday under the **Public Holidays Act 1993**.

Code means the Energy Retail Code issued by the Essential Services Commission.

distributor is the holder of the distribution licence of the electricity distribution network to which the supply address is connected.

eligible customer means a customer who meets the eligibility requirements set out under clause 1.2.

energy laws means national and State and Territory laws and rules relating to electricity and the legal instruments made under those laws and rules.

Essential Services Commission means the Essential Services Commission of Victoria.

excluded tariff, in relation to our published tariffs, means a tariff in respect of which the relevant distribution company does not provide feed-in credits.

feed-in credits means the renewable electricity credits calculated under clause 9 of this agreement.

force majeure event is an event beyond the reasonable control of you or us.

generator means a 'small renewable energy generational facility' as defined in section 40F of the **Electricity Industry Act 2000** (Vic.) through which you will supply us with renewable electricity under this agreement.

GST means Goods and Services Tax as defined under the GST law.

GST law has the definition given in **A New Tax System (Goods and Services Tax) Act 1999**.

meter means a device installed to the satisfaction of the distributor for the purpose of recording the amount of renewable electricity supplied by you to us.

NMI means the National Metering Identifier for the supply address.

renewable electricity means 'small renewable energy generation electricity' as defined in section 40F of the **Electricity Industry Act 2000** (Vic.).

feed-in agreement means an agreement made under Division 5A of Part 2 of the **Electricity Industry Act 2000** (Vic.).

supply address means the address stated in the supply agreement between you and us.

supply agreement means an agreement between you and us for the supply and sale of electricity to the supply address.

supply requirements are the requirements that may be specified by your distributor from time to time.

tariff period means the period from 1 January 2013 until 31 December 2016, unless this agreement is terminated earlier under clause 4.2.

18.2 In this agreement:

- (a) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this agreement;
- (b) a reference to:
 - (i) an Act, Regulation, Order, Code or Guideline shall be read as a reference to that document as amended, re-enacted, replaced or varied from time to time;
 - (ii) this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - (iii) '\$' or 'dollars' is a reference to Australian dollars;
 - (iv) a singular word should be understood to include the plural and vice versa;
 - (v) the expressions 'including' or 'includes' are not terms of limitation;
 - (vi) a year should be read as commencing on the start date of this agreement; and
 - (vii) a reference to a month means a calendar month.

Interpretation of Legislation Act 1994

LIVESTOCK MANAGEMENT AMENDMENT REGULATIONS 2013

Notice of Incorporation of Documents and Address for Inspection of Documents

As required by section 32(3) of the **Interpretation of Legislation Act 1984**, notice is given that the Livestock Management Amendment Regulations 2013 (the Regulations) apply, adopt or incorporate the following documents:

Table of Applied, Adopted or Incorporated Matter

Statutory Rule Provision	Title of applied, adopted or incorporated document	Matter in applied, adopted or incorporated document
Regulation 4	Australian Animal Welfare Standards and Guidelines-Land Transport of Livestock published 21 September 2012	The whole
Regulation 4	Victorian Standards and Guidelines for the Welfare of Pigs, Revision One 2012, published 14 March 2012	The whole

A copy of the material applied, adopted or incorporated by the Regulations has been lodged with the Clerk of the Parliaments and is available for inspection by the public, free of charge, during normal business hours at Biosecurity Victoria, Department of Primary Industries, 475–485 Mickleham Road, Attwood, telephone 9217 4200.

PETER WALSH MLA
Minister for Agriculture and Food Security

Forests Act 1958

DETERMINATION OF FIREWOOD COLLECTION AREA

I, Michael Blackall, Acting District Manager Ovens, Department of Sustainability and Environment, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

In this determination and with reference to a numbered item in the table in the determination:

- (a) **closing date**, being the date of revocation of the determination of a firewood collection area, means the date specified in column 6 of the item;
- (b) **opening date**, being the date on which the determination of a firewood collection area comes into operation, means the date specified in column 5 of the item or, if no date is specified, the date on which this determination is published in the Government Gazette.

Determination

Each area of State forest shown hatched on a plan lodged in the Central Plan Office of the Department of Sustainability and Environment, the number of which is shown in column 1 of an item in the table in this determination, is a firewood collection area for the purposes of section 57U of the **Forests Act 1958**, effective from the opening date for that area until the closing date for that area (inclusive).

Table – Firewood collection areas

Item no.	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	LEGL no.	DSE region	DSE district	Name of firewood collection area	Opening date	Closing date
1	LEGL/12-164	North East	Ovens	Barambogie West Roadsides	27/03/2013	30/06/2013
2	LEGL./13-052	North East	Ovens	Escarpment Rd Firewood	27/03/2013	30/06/2013
3	LEGL./13-053	North East	Ovens	Yack Gate	27/03/2013	30/06/2013
4	LEGL./13-054	North East	Ovens	Fletchers Tk Firewood	27/03/2013	30/06/2013
5	LEGL/12-165	North East	Ovens	Cooper Lane Firewood Area	27/03/2013	30/06/2013
6	LEGL./13-055	North East	Ovens	Havilah Rd Firewood 2	27/03/2013	30/06/2013
7	LEGL/12-166	North East	Ovens	Havilah Rd Firewood 3	27/03/2013	30/06/2013
8	LEGL./13-056	North East	Ovens	Mountain Ck Rd Firewood 2	27/03/2013	30/06/2013
9	LEGL./13-057	North East	Ovens	Buckland Valley Rd Firewood 2	27/03/2013	30/06/2013
10	LEGL./13-058	North East	Ovens	Wet Gully Tk Firewood	27/03/2013	30/06/2013
11	LEGL/12-172	North East	Ovens	Simmonds Ck Rd Firewood	27/03/2013	30/06/2013
12	LEGL./13-059	North East	Ovens	Shamrock Tk Firewood	27/03/2013	30/06/2013

Item no.	Column 1 LEGL no.	Column 2 DSE region	Column 3 DSE district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
13	LEGL./13-061	North East	Ovens	Fletchers Rd Firewood	27/03/2013	30/06/2013
14	LEGL./13-062	North East	Ovens	Carboor Range No. 1 Firewood	27/03/2013	30/06/2013
15	LEGL./13-051	North East	Ovens	Basin Rd Firewood Depot	27/03/2013	30/06/2013

Notes

1. The information in columns 2, 3 and 4 of the table is for information only.
2. **DSE** means Department of Sustainability and Environment.
3. The legal plan of any firewood collection area may be obtained from the Central Plan Office of the DSE – see <<https://www.landata.vic.gov.au/tpc/>>. Maps of firewood collection areas that are open from time to time may be obtained from <www.dse.vic.gov.au/firewood>.
4. There are no firewood collection areas open outside the firewood collection seasons as defined in the **Forests Act 1958**.

Dated 18 March 2013

MICHAEL BLACKALL
Acting District Manager, Ovens
Department of Sustainability and Environment
as delegate of the Secretary to the
Department of Sustainability and Environment

Forests Act 1958**AMENDMENT OF DETERMINATION OF FIREWOOD COLLECTION AREAS**

I, Peter Codd, Land and Fire Regional Manager South West, Department of Sustainability and Environment, as delegate of the Secretary to the Department of Sustainability and Environment, under section 57U of the **Forests Act 1958**, amend the determination made under section 57U of the **Forests Act 1958** on 4 March 2013 and published in the Government Gazette No. S 295 on 7 March 2013 by:

- (a) **substituting** ‘29/3/2013’ for ‘22/3/2013’ in column 6 of items 29, 30, 31, 32, 33, 34, 35 and 36 in the table in the determination;

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

Dated 18 March 2013

PETER CODD
Acting Land and Fire Regional Manager South West
Department of Sustainability and Environment
as delegate of the Secretary to the
Department of Sustainability and Environment

Forests Act 1958

DETERMINATION OF FIREWOOD COLLECTION AREAS

I, Peter Codd, Acting Land and Fire Regional Manager South West, Department of Sustainability and Environment, make the following determination under section 57U of the **Forests Act 1958**.

Definitions

In this determination and with reference to a numbered item in the table in the determination:

- (a) **closing date**, being the date of revocation of the determination of a firewood collection area, means the date specified in column 6 of the item;
- (b) **opening date**, being the date on which the determination of a firewood collection area comes into operation, means the date specified in column 5 of the item or, if no date is specified, the date on which this determination is published in the Government Gazette.

Determination

Each area of State forest shown hatched on a plan lodged in the Central Plan Office of the Department of Sustainability and Environment, the number of which is shown in column 1 of an item in the table in this determination, is a firewood collection area for the purposes of section 57U of the **Forests Act 1958**, effective from the opening date for that area until the closing date for that area (inclusive).

Table – Firewood collection areas

Item no.	Column 1 LEGL no.	Column 2 DSE region	Column 3 DSE district	Column 4 Name of firewood collection area	Column 5 Opening date	Column 6 Closing date
1	LEGL./13-142	South West	Midlands	Andrews South	22/3/2013	30/6/2013
2	LEGL./13-139	South West	Midlands	Hughes Road	22/3/2013	30/6/2013
3	LEGL./13-140	South West	Midlands	Lawrence Road	22/3/2013	30/6/2013
4	LEGL./13-141	South West	Midlands	Mudlark East 2	22/3/2013	30/6/2013
5	LEGL./13-143	South West	Midlands	Yankee–Allens Creek Roadside	22/3/2013	30/6/2013

Notes

- The information in columns 2, 3 and 4 of the table is for information only.
- DSE** means Department of Sustainability and Environment.
- The legal plan of any firewood collection area may be obtained from the Central Plan Office of the DSE – see <<https://www.landata.vic.gov.au/tpc/>>. Maps of firewood collection areas that are open from time to time may be obtained from <www.dse.vic.gov.au/firewood>.
- There are no firewood collection areas open outside the firewood collection seasons as defined in the **Forests Act 1958**.

Dated 18 March 2013

PETER CODD
Acting Land and Fire Regional Manager South West
Department of Sustainability and Environment
as delegate of the Secretary to the
Department of Sustainability and Environment

Land Acquisition and Compensation Act 1986

FORM 7

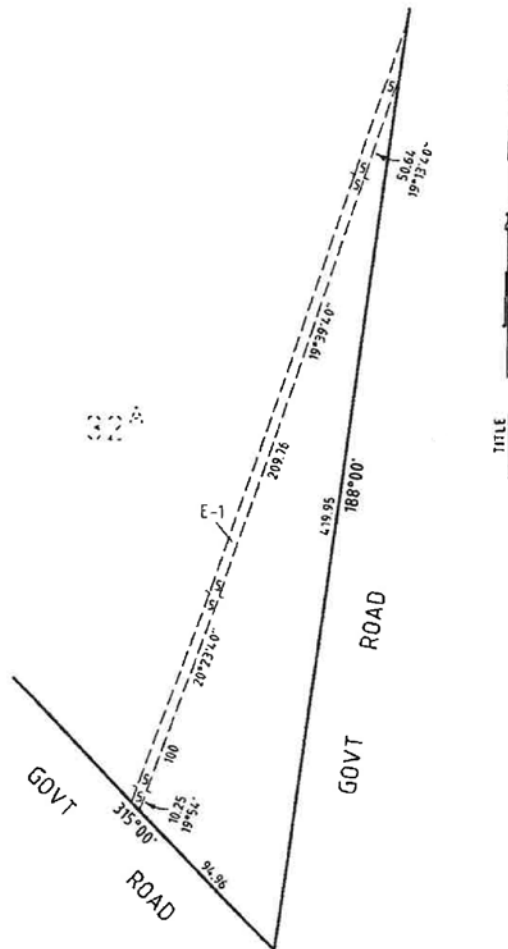
S. 21(a)
Reg. 16

Notice of Acquisition

Compulsory Acquisition of Interest in Land

Central Gippsland Region Water Corporation (ABN 75 830 750 413) ('Gippsland Water') declares that by this notice it acquires the following interest in land described as an easement for water supply and sewerage purposes over part of the land being Crown Allotment 32A Parish of Booran, described in Certificate of Title Volume 06636 Folio 121 and being the portion of land the location of which is marked 'E-1' on the Plan for Creation of Easement annexed hereto.

Interest Acquired: That of Second Jandina Pty Ltd (ACN 005 869 036) and James Dawson Troedel and all other interests.



Published with the authority of Gippsland Water.
Dated 21 March 2013

For and on behalf of
Gippsland Water
Signed LYNLEY KEENE
Manager Commercial Services

Major Transport Projects Facilitation Act 2009

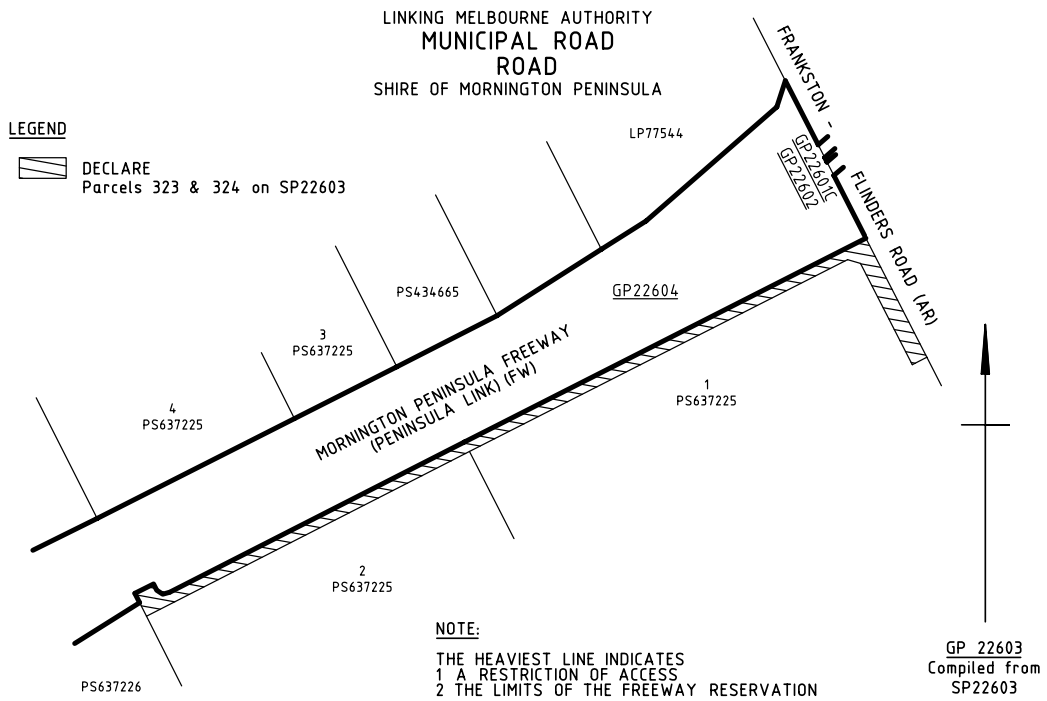
ROAD DECLARATION

The Honourable Terry Mulder MP, Minister for Roads, in accordance with section 193 of the **Major Transport Projects Facilitation Act 2009**, upon publication of this notice declares the road described in the schedule and on the plan attached.

SCHEDULE

MUNICIPAL ROAD

The road identified by hatching on the plan numbered GP22603 is declared as described in the legend on the said plan.



Responsible Minister
TERRY MULDER, MP
 Minister for Roads

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

Under section 71(1)(b) of the **Melbourne City Link Act 1995** ('the Act'), CityLink Melbourne Limited ABN 65 070 810 678 (the relevant corporation in relation to the Link road), hereby fixes tolls which are payable in respect of the use of vehicles (as set out herein) on toll zones on the Link road.

For the purposes of this Notice, the following definitions apply:

Boulton Parade includes the off-ramp connecting the rest of the Link road to Boulton Parade;

Burnley Tunnel means the eastbound tunnel between Sturt Street and Burnley Street;

Bus is a Motor Vehicle having more than 12 seating positions (including that of the driver);

Car is a Motor Vehicle, other than:

- (a) a Motor Cycle;
- (b) a Light Commercial Vehicle;
- (c) a Heavy Commercial Vehicle; or
- (d) a Taxi;

even if such a Motor Vehicle is towing a trailer or caravan;

Domain Tunnel means the westbound tunnel between Punt Road and Sturt Street;

Full Link road is the road included within both the Link road and the Extension road;

Full Link Taxi Trip is a Trip by a Taxi on:

- (a) one or more of the toll zones described in this Notice as toll zones 1, 2 and 3; and
- (b) one or more of the toll zones described in this Notice as toll zones 4, 5, 6, 7, 8, 9, 10 and 11;

Half Link Taxi Trip is a Trip by a Taxi on:

- (a) one or more of the toll zones described in this Notice as toll zones 1, 2 and 3; or
- (b) one or more of the toll zones described in this Notice as toll zones 4, 5, 6, 7, 8, 9, 10 and 11, and no other toll zone;

Heavy Commercial Vehicle or **HCV** is a Motor Vehicle, other than a Taxi, which is:

- (a) a rigid Truck with three or more axles;
- (b) an articulated Truck;
- (c) a Bus; or
- (d) a two axle rigid Truck having a gross vehicle mass which exceeds 4.5 tonnes;

Light Commercial Vehicle or **LCV** is a Motor Vehicle, other than a Taxi, which is a two axle rigid Truck having a gross vehicle mass which exceeds 1.5 tonnes, but does not exceed 4.5 tonnes;

Motor Cycle is a two wheeled Motor Vehicle (and includes such a Motor Vehicle even if it has a trailer, fore car or side car attached) other than a Taxi;

Motor Vehicle is a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power (other than human or animal power) but does not include:

- (a) a vehicle intended to be used on a railway or tramway; or
- (b) a motorised wheel chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of an injured or disabled person;

Swan Street Intersection means the intersection between Swan Street and Batman Avenue;

Taxi is, at any particular time, a Motor Vehicle in relation to which a commercial passenger vehicle licence (issued under the **Transport Act 1983**) then subsists, being a licence allowing for the operation of the Motor Vehicle as a Taxi-Cab (within the meaning of the **Transport Act 1983**);

the Agreement has the same meaning as in the Act;

the Integration and Facilitation Agreement has the same meaning as in the Act;

Trip is the passage of a vehicle on one or more toll zones:

- (a) uninterrupted by exit and subsequent re-entry; or
- (b) if so interrupted, the interruption consists only of travel directly between:
 - (i) that part of the Link road between Bulla Road and the West Gate Freeway; and
 - (ii) that part of the Link road between Sturt Street and Glenferrie Road;

Truck is a Motor Vehicle other than a Bus which has a cab-chassis construction and a gross vehicle mass which exceeds 1.5 tonnes; and

vehicle has the same meaning as in the Act.

Under section 71(1)(b) of the Act and in accordance with the Agreement, the tolls listed in Table One are payable in respect of the use of vehicles on toll zones on the Link road, where those vehicles are a Car, a LCV or a HCV:

Table One				
Toll Zone		Toll		
		Car	LCV	HCV
1.	That part of the Link road between Moreland Road and Brunswick Road.	\$2.03	\$3.24	\$3.86
2.	That part of the Link road between Racecourse Road and Dynon Road.	\$2.03	\$3.24	\$3.86
3.	That part of the Link road between Footscray Road and the West Gate Freeway.	\$2.54	\$4.06	\$4.82
4.	That part of the Link road being the Domain Tunnel and that part of the Link road leading into that Tunnel between the eastern portal of that Tunnel and Punt Road, other than that part of the Link road – <ul style="list-style-type: none"> (a) being the eastbound carriageways of the Link road; (b) between Punt Road and the exit to Boulton Parade; and (c) comprising Boulton Parade. 	\$2.54	\$4.06	\$4.82
5.	That part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.	\$4.56	\$7.30	\$8.67
6.	That part of the Link road being the eastbound carriageways between Punt Road and Burnley Street other than that part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.	\$2.03	\$3.24	\$3.86

7. That part of the Link road between Burnley Street and Punt Road and including that part of the Link road – (a) between Punt Road and the exit to Boulton Parade, other than the eastbound carriageways; and (b) comprising Boulton Parade, other than: (i) the eastbound carriageways between Burnley Street and Punt Road; and (ii) that part of the Link road being the Burnley Tunnel and that part of the Link road leading out of that Tunnel between the eastern portal of that Tunnel and Burnley Street.	\$2.03	\$3.24	\$3.86
8. That part of the Link road being the eastbound carriageways between Burnley Street and Glenferrie Road.	\$2.03	\$3.24	\$3.86
9. That part of the Link road between Glenferrie Road and Burnley Street, other than the eastbound carriageways.	\$2.03	\$3.24	\$3.86
10. That part of the Link road being the eastbound carriageways between Swan Street Intersection and Punt Road, other than – (a) that part of the Link road being the Burnley Tunnel; and (b) that part of the Link road comprising Boulton Parade.	\$1.27	\$2.03	\$2.41
11. That part of the Link road between Punt Road and Swan Street Intersection, other than- (a) the eastbound carriageways; (b) that part of the Link road being the Burnley Tunnel; (c) that part of the Link road: (1) between Punt Road and the exit to Boulton Parade; and (2) comprising Boulton Parade; and (d) that part of the Link road being the Domain Tunnel and that part of the Link road leading into that Tunnel between the eastern portal of that Tunnel and Punt Road.	\$1.27	\$2.03	\$2.41

For the avoidance of doubt, a reference in this Notice to the specification of a toll zone by reference to Burnley Street refers to that point on the Link road where Burnley Street would cross the Link road if Burnley Street continued in a straight southerly direction from its southernmost extremity. For the avoidance of doubt, a reference in this Notice to ‘eastbound’ means in a general easterly direction from the eastern end of the West Gate Freeway towards Glenferrie Road.

Notwithstanding anything to the contrary in Table One, under section 71(1) (b) of the Act and in accordance with the Agreement, the maximum tolls payable in respect of the use of a vehicle on a toll zone on the Link road where that vehicle is a Car, a LCV or a HCV for a Trip are as listed in Table Two:

Table Two			
Trip Cap	Toll		
	Car	LCV	HCV
1. Where the passage of the vehicle on the last toll zone comprising the Trip before exiting the Full Link road occurs between 6 am and 8 pm on the same day.	\$7.62	\$10.15	\$10.15
2. Where the passage of the vehicle on the last toll zone comprising the Trip before exiting the Full Link road occurs between 8 pm on the one day and 6 am on the next.	\$7.62	\$7.62	\$7.62

Under section 71(1)(b) of the Act, and in accordance with the Agreement, the tolls listed in Table Three are payable in respect of the use of vehicles on toll zones on the Link road where those vehicles are Taxis:

Table Three	
Taxis	Toll
Each Half Link Taxi Trip	\$4.80
Each Full Link Taxi Trip	\$6.60

For the avoidance of doubt, this Notice does not set Charge Tolls, Maximum Charge Tolls or Taxi Tolls for the purposes of Schedule 3 (the Toll Calculation Schedule) of the Agreement, or Schedule 4 (the Toll Calculation Schedule) of the Integration and Facilitation Agreement.

For the avoidance of doubt, this Notice also:

- (i) revokes or repeals; or, in the alternative
- (ii) amends –

the NOTICE UNDER SECTION 71(1) dated 13 December 2012 and published in the Victoria Government Gazette No. G 51 (pages 2923 to 2927), dated 20 December 2012 ('the Last Notice').

This notice takes effect on 1 April 2013 and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

- (a) revive anything not in force or existing at the time at which the revocation, repeal, amendment or ceasing to have effect becomes operative;
- (b) affect the previous operation of the Last Notice or anything duly done or suffered under the Last Notice;
- (c) affect any right, privilege, obligation or liability acquired, accrued or incurred under the Last Notice;
- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed relating (directly or indirectly) to or in respect of the Last Notice; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as is mentioned in paragraphs (c) and (d) –

and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture or punishment may be imposed, as if the Last Notice had not been revoked or repealed or amended or had not expired, lapsed or otherwise ceased to have effect.

For the avoidance of doubt, the revocation, repeal, amendment or ceasing to have effect of the Last Notice does not in any way affect the direct amendments made in or by the Last Notice to, or the operation or effect of those amendments to, any NOTICE UNDER SECTION 71(1) published in the Victoria Government Gazette prior to the publication of the Last Notice.

Dated 15 March 2013

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

V. E. VASSALLO
Director
CityLink Melbourne Limited
(ABN 65 070 810 678)

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

Under section 71(1)(b) of the **Melbourne City Link Act 1995** ('the Act'), City Link Extension Pty Limited ABN 40 082 058 615 (the relevant corporation in relation to the Extension road), hereby fixes tolls which are payable in respect of the use of vehicles (as set out herein) on the toll zone on the Extension road.

For the purposes of this Notice, the following definitions apply:

Bus is a Motor Vehicle having more than 12 seating positions (including that of the driver);

Car is a Motor Vehicle, other than:

- (a) a Motor Cycle;
- (b) a Light Commercial Vehicle;
- (c) a Heavy Commercial Vehicle; or
- (d) a Taxi;

even if such a Motor Vehicle is towing a trailer or caravan;

Heavy Commercial Vehicle or **HCV** is a Motor Vehicle, other than a Taxi, which is:

- (a) a rigid Truck with three or more axles;
- (b) an articulated Truck;
- (c) a Bus; or
- (d) a two axle rigid Truck having a gross vehicle mass which exceeds 4.5 tonnes;

Light Commercial Vehicle or **LCV** is a Motor Vehicle, other than a Taxi, which is a two axle rigid Truck having a gross vehicle mass which exceeds 1.5 tonnes, but does not exceed 4.5 tonnes;

Motor Cycle is a two wheeled Motor Vehicle (and includes such a Motor Vehicle even if it has a trailer, fore car or side car attached) other than a Taxi;

Motor Vehicle is a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power (other than human or animal power) but does not include:

- (a) a vehicle intended to be used on a railway or tramway; or
- (b) a motorised wheel chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of an injured or disabled person;

Taxi is, at any particular time, a Motor Vehicle in relation to which a commercial passenger vehicle licence (issued under the **Transport Act 1983**) then subsists, being a licence allowing for the operation of the Motor Vehicle as a Taxi-Cab (within the meaning of the **Transport Act 1983**);

the Extension Agreement has the same meaning as in the Act;

the Integration and Facilitation Agreement has the same meaning as in the Act;

Truck is a Motor Vehicle other than a Bus which has a cab-chassis construction and a gross vehicle mass which exceeds 1.5 tonnes; and

vehicle has the same meaning as in the Act.

Under section 71(1)(b) of the Act and in accordance with the Extension Agreement, the tolls listed in Table One are payable in respect of the use of vehicles on the toll zone on the Extension road, where those vehicles are a Car, a LCV or a HCV:

Table One			
Toll Zone	Toll		
	Car	LCV	HCV
12. The Extension road	\$1.27	\$2.03	\$2.41

For the avoidance of doubt, this Notice does not set Charge Tolls for the purposes of Schedule 1 (the Toll Calculation Schedule) of the Extension Agreement, or Schedule 4 (the Toll Calculation Schedule) of the Integration and Facilitation Agreement.

For the avoidance of doubt, this Notice also:

- (i) revokes or repeals; or, in the alternative
- (ii) amends –

the NOTICE UNDER SECTION 71(1) dated 13 December 2012 and published in the Victoria Government Gazette No. G 51 (pages 2928 to 2929), dated 20 December 2012 ('the Last Notice').

This Notice takes effect on 1 April 2013, and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

- (a) revive anything not in force or existing at the time at which the revocation, repeal, amendment or ceasing to have effect becomes operative;
- (b) affect the previous operation of the Last Notice or anything duly done or suffered under the Last Notice;
- (c) affect any right, privilege, obligation or liability acquired, accrued or incurred under the Last Notice;
- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed relating (directly or indirectly) to or in respect of the Last Notice; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as is mentioned in paragraphs (c) and (d) –

and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture or punishment may be imposed, as if the Last Notice had not been revoked or repealed or amended or had not expired, lapsed or otherwise ceased to have effect.

For the avoidance of doubt, the revocation, repeal, amendment or ceasing to have effect of the Last Notice does not in any way affect the direct amendments made in or by the Last Notice to, or the operation or effect of those amendments to, any NOTICE UNDER SECTION 71(1) published in the Victoria Government Gazette prior to the publication of the Last Notice.

Dated 15 March 2013

A. L. STREET
Company Secretary
City Link Extension Pty Limited
(ABN 40 082 058 615)

V. E. VASSALLO
Director
City Link Extension Pty Limited
(ABN 40 082 058 615)

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

Under section 71(1)(b) of the **Melbourne City Link Act 1995** ('the Act'), CityLink Melbourne Limited ABN 65 070 810 678 (the relevant corporation in relation to the Link road) ('CityLink Melbourne'), hereby fixes tolls which are payable in respect of the use of vehicles on toll zones on the Link road where those vehicles are the subject of a CityLink Pass for that use.

For the purposes of this Notice, the following definitions apply:

Bus is a Motor Vehicle having more than 12 seating positions (including that of the driver);

Car is a Motor Vehicle, other than a Motor Cycle, a Light Commercial Vehicle, a Heavy Commercial Vehicle or a Taxi even if such a Motor Vehicle is towing a trailer or caravan;

CityLink Pass is a 24 Hour Pass, a Tulla Pass or a Weekend Pass;

Full Link road is the road included within both the Link road and the Extension road;

Heavy Commercial Vehicle or **HCV** is a Motor Vehicle, other than a Taxi, which is:

- (a) a rigid Truck with three or more axles;
- (b) an articulated Truck;
- (c) a Bus; or
- (d) a two axle rigid Truck having a gross vehicle mass which exceeds 4.5 tonnes;

Light Commercial Vehicle or **LCV** is a Motor Vehicle, other than a Taxi, which is a two axle rigid Truck having a gross vehicle mass which exceeds 1.5 tonnes, but does not exceed 4.5 tonnes;

Motor Cycle is a two wheeled Motor Vehicle (and includes such a Motor Vehicle even if it has a trailer, fore car or side car attached) other than a Taxi;

Motor Vehicle is a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power (other than human or animal power) but does not include:

- (a) a vehicle intended to be used on a railway or tramway; or
- (b) a motorised wheel chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of an injured or disabled person;

Taxi is, at any particular time, a Motor Vehicle in relation to which a commercial passenger vehicle licence (issued under the **Transport Act 1983**) then subsists, being a licence allowing for the operation of the Motor Vehicle as a Taxi-Cab (within the meaning of the **Transport Act 1983**);

the Agreement has the same meaning as in the Act;

the Integration and Facilitation Agreement has the same meaning as in the Act;

Trip is the passage of a vehicle on one or more toll zones:

- (a) uninterrupted by exit and subsequent re-entry; or
- (b) if so interrupted, consists only of travel directly between:
 - (i) that part of the Link road between Bulla Road and the West Gate Freeway; and
 - (ii) that part of the Link road between Sturt Street and Glenferrie Road;

Truck is a Motor Vehicle other than a Bus which has a cab-chassis construction and a gross vehicle mass which exceeds 1.5 tonnes;

Tulla Pass is an agreement with CityLink Melbourne for CityLink Melbourne to register a Car or Light Commercial Vehicle under Part 4 of the Act for use only on that part of the Link road being the Tullamarine Freeway Upgrade, between Bulla Road and Flemington Road including the toll zone between Moreland Road and Brunswick Road, for a fixed 24 hour period commencing at the time of the first Tulla Trip by that Car or Light Commercial Vehicle on a specified day;

Tulla Trip is the passage of a Car or Light Commercial Vehicle on that part of the Link road being the toll zone between Moreland Road and Brunswick Road;

24 Hour Pass is an agreement with CityLink Melbourne to register a vehicle (other than a Taxi) under Part 4 of the Act for use of any or all toll zones comprising the Full Link road for a fixed 24 hour period commencing at the time of the first Trip by the vehicle on a specified day;

vehicle has the same meaning as in the Act; and

Weekend Pass is an agreement with CityLink Melbourne to register a Car or Light Commercial Vehicle under Part 4 of the Act for use of any or all toll zones comprising the Full Link road for a fixed period commencing at 12.00 pm on the Friday immediately before a specified Saturday and ending at midnight on the Sunday immediately following that specified Saturday. The fact that CityLink Melbourne also registers a Car or Light Commercial Vehicle for an additional period at no extra charge does not prevent the agreement from being a Weekend Pass.

Under section 71(1)(b) of the Act and in accordance with the Agreement, the tolls listed in Table One are payable in respect of the use of vehicles on toll zones on the Link road where the vehicle is the subject of a 24 Hour Pass for that use.

Table One			
24 Hour Pass	Toll		
	Car	LCV	HCV
	\$14.60	\$23.35	\$27.75

Under section 71(1)(b) of the Act and in accordance with the Agreement, the tolls listed in Table Two are payable in respect of the use of vehicles on toll zones on the Link road where the vehicle is the subject of a Weekend Pass for that use.

Table Two		
Weekend Pass	Toll	
	Car	LCV
	\$14.60	\$23.35

Under section 71(1)(b) of the Act and in accordance with the Agreement, the tolls listed in Table Three are payable in respect of the use of Cars or Light Commercial Vehicles on the toll zone, consisting of that part of the Link road between Moreland Road and Brunswick Road, where the Car or Light Commercial Vehicle is the subject of a Tulla Pass for that use.

Table Three		
Tulla Pass	Toll	
	Car	LCV
	\$5.20	\$8.35

For the avoidance of doubt, this Notice does not set Charge Tolls or Day Tolls for the purpose of Schedule 3 (the Toll Calculation Schedule) of the Agreement or Schedule 4 (the Toll Calculation Schedule) of the Integration and Facilitation Agreement.

For the avoidance of doubt, this Notice also:

- (i) revokes or repeals; or, in the alternative
- (ii) amends –

the NOTICE UNDER SECTION 71(1) dated 13 December 2012 and published in the Victoria Government Gazette No. G 51 (pages 2930 to 2932), dated 20 December 2012 ('the Last Notice').

This Notice takes effect on 1 April 2013, and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

- (a) revive anything not in force or existing at the time at which the revocation, repeal, amendment or ceasing to have effect becomes operative;
- (b) affect the previous operation of the Last Notice or anything duly done or suffered under the Last Notice;
- (c) affect any right, privilege, obligation or liability acquired, accrued or incurred under the Last Notice;
- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed relating (directly or indirectly) to or in respect of the Last Notice; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as is mentioned in paragraphs (c) and (d) –

and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture or punishment may be imposed, as if the Last Notice had not been revoked or repealed or amended or had not expired, lapsed or otherwise ceased to have effect.

For the avoidance of doubt, the revocation, repeal, amendment or ceasing to have effect of the Last Notice does not in any way affect the direct amendments made in or by the Last Notice to, or the operation or effect of those amendments to, any NOTICE UNDER SECTION 71(1) published in the Victoria Government Gazette prior to the publication of the Last Notice.

Dated 15 March 2013

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

V. E. VASSALLO
Director
CityLink Melbourne Limited
(ABN 65 070 810 678)

Melbourne City Link Act 1995

NOTICE UNDER SECTION 71(1)

Under section 71(1)(b) of the **Melbourne City Link Act 1995** ('the Act'), City Link Extension Pty Limited ABN 40 082 058 615 (the relevant corporation in relation to the Extension road), hereby fixes tolls which are payable in respect of the use of vehicles on the toll zone on the Extension road where those vehicles are the subject of a CityLink Pass for that use.

For the purposes of this Notice, the following definitions apply:

Bus is a Motor Vehicle having more than 12 seating positions (including that of the driver);

Car is a Motor Vehicle, other than a Motor Cycle, a Light Commercial Vehicle, a Heavy Commercial Vehicle or a Taxi even if such a Motor Vehicle is towing a trailer or caravan;

CityLink is CityLink Melbourne Limited ABN 65 070 810 678, the relevant corporation for the purposes of section 73C of the Act;

CityLink Pass is a 24 Hour Pass or a Weekend Pass;

Full Link road is the road included within both the Link road and the Extension road;

Heavy Commercial Vehicle or **HCV** is a Motor Vehicle, other than a Taxi, which is:

- (a) a rigid Truck with three or more axles;
- (b) an articulated Truck;
- (c) a Bus; or
- (d) a two axle rigid Truck having a gross vehicle mass which exceeds 4.5 tonnes;

Light Commercial Vehicle or **LCV** is a Motor Vehicle, other than a Taxi, which is a two axle rigid Truck having a gross vehicle mass which exceeds 1.5 tonnes, but does not exceed 4.5 tonnes;

Motor Cycle is a two wheeled Motor Vehicle (and includes such a Motor Vehicle even if it has a trailer, fore car or side car attached) other than a Taxi;

Motor Vehicle is a vehicle which is used or intended to be used on a highway or in a public place and which has its own motive power (other than human or animal power) but does not include:

- (a) a vehicle intended to be used on a railway or tramway; or
- (b) a motorised wheel chair capable of a speed of not more than 10 kilometres per hour which is used solely for the conveyance of an injured or disabled person;

Taxi is, at any particular time, a Motor Vehicle in relation to which a commercial passenger vehicle licence (issued under the **Transport Act 1983**) then subsists, being a licence allowing for the operation of the Motor Vehicle as a Taxi-Cab (within the meaning of the **Transport Act 1983**);

the Extension Agreement has the same meaning as in the Act;

the Integration and Facilitation Agreement has the same meaning as in the Act;

Trip is the passage of a vehicle on one or more toll zones:

- (a) uninterrupted by exit and subsequent re-entry; or
- (b) if so interrupted, consists only of travel directly between:
 - (i) that part of the Link road between Bulla Road and the West Gate Freeway; and
 - (ii) that part of the Link road between Sturt Street and Glenferrie Road;

Truck is a Motor Vehicle other than a Bus which has a cab-chassis construction and a gross vehicle mass which exceeds 1.5 tonnes;

24 Hour Pass is an agreement with CityLink to register a vehicle (other than a Taxi) under Part 4 of the Act for use of any or all toll zones comprising the Full Link road for a fixed 24 hour period commencing at the time of the first Trip by the vehicle on a specified day;

vehicle has the same meaning as in the Act; and

Weekend Pass is an agreement with CityLink to register a Car or Light Commercial Vehicle under Part 4 of the Act for use of any or all toll zones comprising the Full Link road for a fixed period commencing at 12.00 pm on the Friday immediately before a specified Saturday and ending at midnight on the Sunday immediately following that specified Saturday. The fact that CityLink also registers that Car or Light Commercial Vehicle for an additional period at no extra charge does not prevent the agreement from being a Weekend Pass.

Under section 71(1)(b) of the Act and in accordance with the Extension Agreement, the tolls listed in Table One are payable in respect of the use of vehicles on the toll zone on the Extension road where the vehicle is the subject of a 24 Hour Pass for that use.

Table One			
24 Hour Pass	Toll		
	Car	LCV	HCV
	\$14.60	\$23.35	\$27.75

Under section 71(1)(b) of the Act and in accordance with the Extension Agreement, the tolls listed in Table Two are payable in respect of the use of vehicles on the toll zone on the Extension road where the vehicle is the subject of a Weekend Pass for that use.

Table Two		
Weekend Pass	Toll	
	Car	LCV
	\$14.60	\$23.35

For the avoidance of doubt, this Notice does not set Charge Tolls or Day Tolls for the purpose of Schedule 1 (the Toll Calculation Schedule) of the Extension Agreement or Schedule 4 (the Toll Calculation Schedule) of the Integration and Facilitation Agreement.

For the avoidance of doubt, this Notice also:

- (i) revokes or repeals; or, in the alternative
- (ii) amends –

the NOTICE UNDER SECTION 71(1) dated 13 December 2012 and published in the Victoria Government Gazette No. G 51 (pages 2933 to 2935), dated 20 December 2012 ('the Last Notice').

This Notice takes effect on 1 April 2013, and for the avoidance of doubt, the Last Notice ceases to have effect when this Notice takes effect, and the revocation, repeal, amendment or ceasing to have effect of the Last Notice shall not:

- (a) revive anything not in force or existing at the time at which the revocation, repeal, amendment or ceasing to have effect becomes operative;
- (b) affect the previous operation of the Last Notice or anything duly done or suffered under the Last Notice;
- (c) affect any right, privilege, obligation or liability acquired, accrued or incurred under the Last Notice;
- (d) affect any penalty, forfeiture or punishment incurred in respect of any offence committed relating (directly or indirectly) to or in respect of the Last Notice; or
- (e) affect any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty, forfeiture or punishment as is mentioned in paragraphs (c) and (d) –

and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture or punishment may be imposed, as if the Last Notice had not been revoked or repealed or amended or had not expired, lapsed or otherwise ceased to have effect.

For the avoidance of doubt, the revocation, repeal, amendment or ceasing to have effect of the Last Notice does not in any way affect the direct amendments made in or by the Last Notice to, or the operation or effect of those amendments to, any NOTICE UNDER SECTION 71(1) published in the Victoria Government Gazette prior to the publication of the Last Notice.

Dated 15 March 2013

A. L. STREET
Company Secretary
City Link Extension Pty Limited
(ABN 40 082 058 615)

V. E. VASSALLO
Director
City Link Extension Pty Limited
(ABN 40 082 058 615)

Melbourne Cricket Ground Act 2009

MELBOURNE CRICKET GROUND FLOODLIGHT DETERMINATION NO. 1/2013

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. 1/2013.
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 MCG may be used:
 - (a) Between 8.00 am and 8.00 pm on any day from 26 March 2013 until 6 October 2013 for the purpose of aligning, testing, repairing and training.
 - (b) Between 8.00 am and 6.00 pm on the following days for the purpose of conducting Australian Football matches:
 - 31 March 2013
 - 1 April 2013
 - 7 April 2013
 - 13 April 2013
 - 14 April 2013
 - 20 April 2013
 - 21 April 2013
 - 25 April 2013
 - 5 May 2013
 - 19 May 2013
 - 26 May 2013
 - 2 June 2013
 - 10 June 2013
 - 15 June 2013
 - 7 July 2013
 - 21 July 2013

- 3 August 2013
- 10 August 2013
- 17 August 2013
- 18 August 2013
- (c) Between 4.00 pm and 11.30 pm for the purpose of conducting Australian Football matches on the following days:
 - 28 March 2013
 - 5 April 2013
 - 6 April 2013
 - 27 April 2013
 - 28 April 2013
 - 4 May 2013
 - 11 May 2013
 - 12 May 2013
 - 18 May 2013
 - 24 May 2013
 - 25 May 2013
 - 7 June 2013
 - 11 June 2013
 - 22 June 2013
 - 29 June 2013
 - 30 June 2013
 - 5 July 2013
 - 6 July 2013
 - 12 July 2013
 - 27 July 2013
 - 4 August 2013
 - 16 August 2013
 - 23 August 2013
 - 24 August 2013
- (d) Between 8.00 am and 11.30 pm for the purpose of conducting Australian Football matches, including Australian Football League finals matches, on any of the following days:
 - 30 August 2013
 - 31 August 2013
 - 1 September 2013
 - 6 September 2013
 - 7 September 2013
 - 8 September 2013
 - 13 September 2013
 - 14 September 2013
 - 20 September 2013
 - 21 September 2013
 - 28 September 2013
 - 5 October 2013

Dated 13 March 2013

HUGH DELAHUNTY MP
Minister for Sport and Recreation

Public Health and Wellbeing Act 2008
QUALIFICATIONS NECESSARY FOR APPOINTMENT AS
ENVIRONMENTAL HEALTH OFFICERS

I, Dr Pradeep Philip, Secretary to the Department of Health, under section 29(3) of the **Public Health and Wellbeing Act 2008**, declare that –

1. The declaration made by the Acting Secretary to the Department of Health on 11 April 2012, which was published in Government Gazette G18 on 3 May 2012 and took effect on 1 June 2012, is revoked; and
2. At least one of the qualifications, or one of the combination of qualifications (where applicable), contained in the following Schedule is necessary for a person to be appointed as an Environmental Health Officer under the Act.

This declaration will take effect on 29 March 2013.

Dated 14 March 2013

DR PRADEEP PHILIP
Secretary

SCHEDULE

Victorian Qualifications	
Name of Qualification	Institution (where applicable)
Bachelor of Applied Science (Environmental Health)	Swinburne Institute of Technology
Bachelor of Health Science (Public and Environmental Health)	Swinburne University of Technology
Bachelor of Health Science (Environmental Health Management)	Swinburne University of Technology
Bachelor of Public Health (Environmental Health)	La Trobe University
Certificate of Competency issued under section 38 of the Health Act 1958 prior to July 1992	
Diploma Environmental Health completed prior to 2000	Swinburne College of Technology
Diploma Environmental Health completed prior to 2000	Swinburne Institute of Technology
Diploma of Applied Science (Environmental Health) completed prior to 2000	Swinburne College of Technology
Diploma of Applied Science (Environmental Health) completed prior to 2000	Swinburne Institute of Technology
Diploma for Public Health Inspectors completed prior to 2000	The Royal Society for the Promotion of Health
Bachelor of Public Health majoring in Environmental Health completed prior to 2002 -AND- Graduate Certificate of Environmental Health completed no later than 2004	La Trobe University, Bendigo

Diploma in Public Health completed prior to 2000 -AND- Diploma in Meat and Other Food Inspection completed prior to 2000	Royal Society of Health or any TAFE Institution
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New South Wales Qualifications	
Name of Qualification	Institution (where applicable)
Bachelor of Applied Science -AND- Graduate Diploma of Applied Science (Environmental Health)	Any Australian University University of Western Sydney for Graduate Diploma
Bachelor of Science -AND- Graduate Diploma of Applied Science (Environmental Health)	Any Australian University University of Western Sydney for Graduate Diploma
Diploma in Public Health completed prior to 2000 -AND- Diploma in Meat and Other Food Inspection completed prior to 2000	Royal Society of Health or any TAFE Institution

Western Australian Qualifications	
Name of Qualification	Institution (where applicable)
Bachelor of Applied Science (Environmental Health)	Western Australian Institute of Technology
Diploma in Public Health completed prior to 2000 -AND- Diploma in Meat and Other Food Inspection completed prior to 2000	Royal Society of Health or any TAFE Institution

Queensland Qualifications	
Name of Qualification	Institution (where applicable)
Associate Diploma in Health Surveying	Queensland University of Technology

Tasmanian Qualifications	
Name of Qualification	Institution (where applicable)
Advanced Diploma of Environmental Health	Institute of TAFE Tasmania

Australian and New Zealand Qualifications	
Name of Qualification	Institution (where applicable)
Bachelor of Science or Bachelor of Applied Science Degree -AND- Graduate Diploma or Masters Degree in Environmental Health	Any Australian or New Zealand University
Bachelor of Science, Bachelor of Applied Science, or Bachelor of Health Sciences Degree in Environmental Health	Any Australian or New Zealand University

International Qualifications	
Name of Qualification	Institution (where applicable)
Bachelor Degree Course in Science accredited by the Chartered Institute of Environmental Health	Conducted in England, Wales or Northern Ireland
Bachelor Degree Course in Science accredited by the Royal Environmental Health Institute of Scotland	Conducted in Scotland
Bachelor Degree Course in Science majoring in Environmental Health	Conducted in the USA
Bachelor of Science	Any institution provided the person has obtained a Certificate of Registration of the Environmental Health Officers Registration Board (UK)
Bachelor Degree of Science majoring in Environmental Health	Conducted in South Africa
Bachelor Degree of Applied Science (Environmental Health)	Wellington Polytechnic
Public Health Inspectors Diploma completed prior to 1974	Public Health Inspectors Education Board (England)

University of Ballarat Act 2010

2013 UNIVERSITY OF BALLARAT INTERIM COUNCIL APPOINTMENT

Ministerial Order No. BA2

1. Purpose

The purpose of this Order is to make an interim appointment to a Governor in Council appointed position of the Council of the University of Ballarat.

2. Authority for Order

This Order is given pursuant to section 12 and Clause 9, Schedule 1 of the **University of Ballarat Act 2010** (the Act).

3. Name of Order

This Order is called '2013 University of Ballarat Council Interim Appointment'.

4. Interpretation

Unless the context otherwise requires or the contrary intention appears, expressions used in this Order have the same meaning as in the Act and/or in the **Interpretation of Legislation Act 1984**, as appropriate.

5. Commencement

This Ministerial Order:

- (a) commences and takes effect on the date the Order is signed; and
- (b) does not have retrospective effect; and
- (c) ceases six months after the date of the Order; and
- (d) cannot be extended beyond six months from the date of the Order.

6. Order making an interim appointment as a Governor in Council member to the Council of the University of Ballarat

I hereby order that the following interim appointment to the Council of University of Ballarat is made to a vacancy in a Governor in Council appointed position:

- Mr Michael Ryan

As specified in Clause 5, this appointment is valid only for the duration of the Order.

Signed and dated 4 March 2013

THE HON. PETER HALL, MLC
Minister for Higher Education and Skills

Veterinary Practice Act 1997

ENDORSEMENT OF REGISTRATION AS A SPECIALIST PRACTITIONER

Under section 8 of the **Veterinary Practice Act 1997**, the following veterinary practitioner has been granted endorsement of registration as a specialist practitioner by the Veterinary Practitioners Registration Board of Victoria.

SPEC NO.	NAME	SPECIALISATION
145	Johnstone, Thurid	Small Animal Medicine

Dated 6 March 2013

DR SALLY WHYTE
Registrar and Executive Officer
Veterinary Practitioners Registration Board of Victoria

Planning and Environment Act 1987

ARARAT PLANNING SCHEME

Notice of Approval of Amendment

Amendment C28

The Minister for Planning has approved Amendment C28 to the Ararat Planning Scheme.

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

The Amendment corrects a technical oversight by introducing Clause 32.03 and its associated Schedule into the Ararat Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Ararat Rural City Council, corner Vincent and High Streets, Ararat.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987

BAYSIDE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C90 Part 1

The Minister for Planning has approved Amendment C90 Part 1 to the Bayside Planning Scheme.

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

The Amendment introduces new controls into the Bayside Planning Scheme to implement the recommendations of the Black Rock Village Neighbourhood Activity Centre Strategic Framework Plan 2009, Addendum July 2012.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Bayside City Council, Corporate Centre, 76 Royal Avenue, Sandringham.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987
BOROONDARA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C172

The Minister for Planning has approved Amendment C172 to the Boroondara Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment introduces interim heritage controls to 196 Union Road, Surrey Hills, until 30 September 2013.

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 Boroondara City Council, 8 Inglesby Road, Camberwell.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
EAST GIPPSLAND PLANNING SCHEME
Notice of Approval of Amendment
Amendment C89

The Minister for Planning has approved Amendment C89 to the East Gippsland Planning Scheme.

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

The Amendment removes the Land Subject to Inundation Overlay on portions of the Lindenow Escarpment, applies the Land Subject to Inundation Overlay to a portion of the Paynesville Canals and amends the schedule to the Land Subject to Inundation Overlay.

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

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
GANNAWARRA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C32

The Minister for Planning has approved Amendment C32 to the Gannawarra Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones 6785 m² of land at 44 Murray Parade, Koondrook (Lot 1 PS 424294Q), from the Low Density Residential Zone to the Residential 1 Zone.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Gannawarra Shire Council, Patchell Plaza, 47 Victoria Street, Kerang, and Cohuna Office, King Edward Street, Cohuna.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
GREATER BENDIGO PLANNING SCHEME
Notice of Approval of Amendment
Amendment C166 Part 2

The Minister for Planning has approved Amendment C166 Part 2 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 1,810 m² of land known as part of 401–405 High Street, Golden Square, part of 35 Bay Street, Golden Square, and part of the Bay Street road reserve from Special Use Zone, Schedule 3 (Television or Radio Station) to Residential 1 Zone.

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

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
GREATER BENDIGO PLANNING SCHEME
Notice of Approval of Amendment
Amendment C174

The Minister for Planning has approved Amendment C174 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 following parts of arterial road to Road Zone – Category 1:

- Parts of Golden Square–Quarry Hill Road (locally known as Hattam Street) between MacDougall Road and Woodward Road from Residential 1 Zone, Industrial 1 Zone and Public Park and Recreation Zone.
- Parts of Loddon Valley Highway between 202 Loddon Valley Highway and Sailors Gully Road from Residential 1 Zone and Road Zone – Category 2.
- The section of Ironbark–White Hills Road (locally known as Weeroona Avenue and Lucan Street) between Midland Highway and Bendigo–Eaglehawk Road (locally known as Arnold Street) from Road Zone – Category 2.

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, 15 Hopetoun Street, Bendigo.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
GREATER SHEPPARTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C158

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

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

The Amendment introduces the South Shepparton Community Infrastructure Needs Assessment (CINA) into the Municipal Strategic Statement and includes the CINA as a reference document in the Greater Shepparton Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Greater Shepparton City Council, 90 Welsford Street, Shepparton.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

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

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

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

The Amendment introduces an Environmental Significance Overlay and an accompanying Schedule 1 along the length of the Kororoit Creek Corridor to protect the environmental values of the creek.

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 Hobsons Bay City Council, 115 Civic Parade, Altona.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
KINGSTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C117

The Minister for Planning has approved Amendment C117 to the Kingston Planning Scheme.

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

The Amendment:

- introduces Schedule 1 to the Activity Centre Zone into the Kingston Planning Scheme and applies it to the Cheltenham Activity Area;
- modifies and renames Clause 22.01 – Southland Policy;
- deletes Schedule 16 to the Design and Development Overlay; and
- modifies the Municipal Strategic Statement at Clause 21.05 – Residential Land Use and 21.06 – Retail and Commercial Land Use.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the City of Kingston, 1230 Nepean Highway, Cheltenham.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
KINGSTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C130

The Minister for Planning has approved Amendment C130 to the Kingston Planning Scheme.

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

The Amendment rezones land which forms part of a declared arterial road under the **Road Management Act 2004** to the Road Zone – Category 1; deletes redundant overlay controls from land which forms part of a declared road under the **Road Management Act 2004**; and corrects other zoning anomalies within the Kingston Planning Scheme.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the City of Kingston, 1230 Nepean Highway, Cheltenham.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
KINGSTON PLANNING SCHEME
Notice of Approval of Amendment
Amendment C135

The Minister for Planning has approved Amendment C135 to the Kingston Planning Scheme.

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

The Amendment extends the expiry dates for Schedules 18 and 19 to the Design and Development Overlay relating to the Mentone and Moorabbin Activity Centres. The Schedules have been extended for 12 months and will now expire on 30 April 2014.

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 Cardinia Shire Council, Henty Highway, Pakenham.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987

KNOX PLANNING SCHEME

Notice of Approval of Amendment

Amendment C101

The Minister for Planning has approved Amendment C101 to the Knox Planning Scheme.

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

The Amendment introduces the Priority Development Zone and applies Schedule 1 to the Priority Development Zone to two precincts within the Knox Central Principal Activity Centre for Rembrandts Triangle and Stud Road West.

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 Knox City Council, 511 Burwood Highway, Wantirna South.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987

KNOX PLANNING SCHEME

Notice of Approval of Amendment

Amendment C111

The Minister for Planning has approved Amendment C111 to the Knox Planning Scheme.

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

The Amendment rezones land which forms part of a declared arterial road under the **Road Management Act 2004** to the 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 Knox City Council, 511 Burwood Highway, Wantirna South.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987

MELTON PLANNING SCHEME

Notice of Approval of Amendment

Amendment C127

The Minister for Planning has approved Amendment C127 to the Melton Planning Scheme.

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

The Amendment rezones parts of the Western Freeway and Leakes Road to Road Zone – Category 1 and deletes the Public Acquisition Overlay – Schedule 1 (PAO1) from parts of the Western Freeway and Leakes Road.

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 Melton City Council, 232 High Street, Melton.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987

MITCHELL PLANNING SCHEME

Notice of Approval of Amendment

Amendment C86

The Minister for Planning has approved Amendment C86 to the Mitchell Planning Scheme.

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

The Amendment removes zones and overlays from parcels of land in Forest Road, Flowerdale, and removes the land from the Mitchell Planning Scheme to accord with the recently gazetted municipal boundary realignment.

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 Mitchell Shire Council, 113 High Street, Broadford.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987

MONASH PLANNING SCHEME

Notice of Approval of Amendment

Amendment C108

The Minister for Planning has approved Amendment C108 to the Monash Planning Scheme.

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

The Amendment rezones land which forms part of a declared arterial road under the **Road Management Act 2004** to the 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 Monash City Council, 293 Springvale Road, Glen Waverley.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987

MOONEE VALLEY PLANNING SCHEME

Notice of Approval of Amendment

Amendment C109

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

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

The Amendment updates the boundaries of eight heritage precincts in Moonee Valley by amending various Heritage Overlay Planning Scheme Maps. The Amendment also makes changes to the Local Planning Policy Framework at Clause 21.05 to insert the ‘Review of HO Precincts Report, December 2011’ as a reference document, inserts the ‘Permit exemptions policy – Moonee Valley Review of Heritage Overlay Precincts, November 2012’ as an Incorporated Document at Clause 81.01 and updates the Schedule to the Heritage Overlay at Clause 43.01.

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 Moonee Valley City Council, 9 Kellaway Avenue, Moonee Ponds.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987
MURRINDINDI PLANNING SCHEME
Notice of Approval of Amendment
Amendment C32

The Minister for Planning has approved Amendment C32 to the Murrindindi Planning Scheme.

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

The Amendment applies zones and overlays to land in Forest Road, Flowerdale, introduced into the Murrindindi Planning Scheme as a result of a recent municipal boundary realignment with Mitchell Shire, and corrects a zoning anomaly to land immediately to the south of the municipal restructure area.

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 Murrindindi Shire Council, 28 Perkins Street, Alexandra; 19 Whittlesea–Kinglake Road, Kinglake; and Civic Centre, Semi Circle, Yea.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
PORT PHILLIP PLANNING SCHEME
Notice of Approval of Amendment
Amendment C93

The Minister for Planning has approved Amendment C93 to the Port Phillip Planning Scheme.

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

The Amendment applies the Road Zone – Category 1 to Glen Eira–Neerim Road between Nepean Highway and Hotham Street, Ripponlea.

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 Port Phillip City Council, St Kilda Town Hall, corner Carlisle Street and Brighton Road, St Kilda.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987

TOWONG PLANNING SCHEME

Notice of Approval of Amendment

Amendment C27

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

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

The Amendment reduces the extent of the Flood Overlay (FO) and Land Subject to Inundation Overlay (LSIO) along the Mitta Mitta River between Dartmouth Dam and Lake Hume in Towong Shire.

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 Towong Shire Council at 32 Towong Street, Tallangatta, and Towong Shire Library at 76 Hanson Street, Corryong.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987

WHITEHORSE PLANNING SCHEME

Notice of Approval of Amendment

Amendment C140

The Minister for Planning has approved Amendment C140 to the Whitehorse Planning Scheme.

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

The Amendment introduces the Heritage Overlay to 24 individual properties and one precinct in the City of Whitehorse.

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 Whitehorse City Council, 379–397 Whitehorse Road, Nunawading.

JOHN PHILLIPS

Director

Planning and Building Systems

Department of Planning and Community Development

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C148

The Minister for Planning has approved Amendment C148 to the Whitehorse Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment rezones the land at 612 Middleborough Road and 2–4 Joseph Street, Blackburn North, from Road Zone 1 to Residential 1 Zone.

A copy of the Amendment can be inspected, free of charge, at the Department of Planning and Community Development website at www.dpcd.vic.gov.au/planning/publicinspection and free of charge, during office hours, at the offices of the Whitehorse City Council, 379–397 Whitehorse Road, Nunawading.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
WHITEHORSE PLANNING SCHEME
Notice of Approval of Amendment
Amendment C151

The Minister for Planning has approved Amendment C151 to the Whitehorse Planning Scheme. The Amendment comes into operation on the date this notice is published in the Government Gazette.

The Amendment extends the interim provisions of Clauses 22.06 – Activity Centres and 22.08 – Tally Ho Activity Centre for one year until 31 January 2014.

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 Whitehorse City Council, 379–397 Whitehorse Road, Nunawading.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

Planning and Environment Act 1987
WODONGA PLANNING SCHEME
Notice of Approval of Amendment
Amendment C82 (Part 1)

The Minister for Planning has approved Amendment C82 (Part 1) to the Wodonga Planning Scheme.

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

The Amendment:

- rezones approximately 56 hectares of land from the Farming Zone to the Residential 1 Zone at North Leneva;
- rezones approximately 6,500 sq m of land from the Farming Zone to the Rural Conservation Zone;
- removes the Development Plan Overlay 1 from Lot A on Plan of Subdivision 616586, Kinchington Road, Leneva; and
- applies a new Schedule 19 to the Development Plan Overlay generally to the land rezoned to Residential 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 Wodonga City Council, 104 Hovell Street, Wodonga.

JOHN PHILLIPS
Director
Planning and Building Systems
Department of Planning and Community Development

ORDERS IN COUNCIL

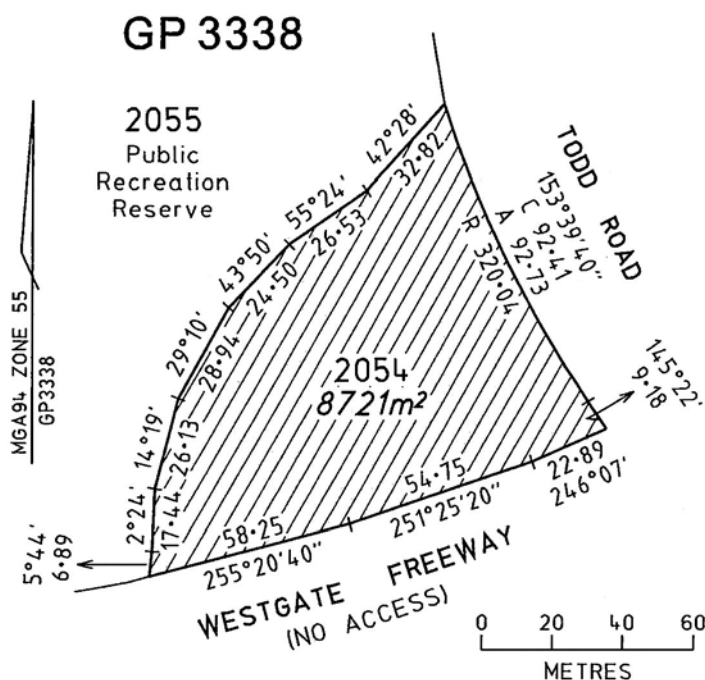
Crown Land (Reserves) Act 1978

NOTICE OF INTENTION TO REVOKE TEMPORARY RESERVATION PART WESTGATE PARK

Order in Council

The Governor in Council under section 10 of the **Crown Land (Reserves) Act 1978** gives notice of intention to revoke the following temporary reservation:

PORT MELBOURNE – The temporary reservation by Order in Council of 9 September, 1986 of an area of 28.3 hectares of land being Crown Allotments 8D, 8E & 8F, Section 57, City of Port Melbourne, Parish of Melbourne South as a site for Public Recreation, so far only as the portion containing 8721 square metres being Crown Allotment 2054, City of Port Melbourne, Parish of Melbourne South as indicated by hatching on plan GP3338 hereunder. – (GP3338) – (1204741)



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

Dated 19 March 2013

Responsible Minister

RYAN SMITH

Minister for Environment and

Climate Change

MATTHEW McBEATH
Clerk of the Executive Council

Domestic Animals Act 1994
EXEMPTION FOR CERTAIN
GUIDE DOG ORGANISATIONS FROM THE REQUIREMENTS OF
A DOMESTIC ANIMAL BUSINESS

Order in Council

The Governor in Council under section 5 of the **Domestic Animals Act 1994** ('the Act') exempts each of Guide Dogs Victoria and Vision Australia Seeing Eye Dogs from the requirements of a *domestic animal business* and section 96 ('offence to sell certain animals outside certain places') of the Act, provided each organisation meets and continues to meet the following conditions –

- (a) maintain full membership of the International Guide Dog Federation (IGDF); and
- (b) sell only dogs that are in excess of the training need or unsuitable guide dogs, being dogs that have been withdrawn from the training program for failing to meet the required health and performance standards; and
- (c) ensure that aggressive, anti-social dogs or dogs with known vices, such as excessive barking or habitual escapees, must not be made available for sale. No dog suspected of being sick, injured or diseased may be sold. No dog with a potentially life threatening defect that is apparent at the time may be sold. Dogs with a defect that does not significantly affect the quality of life of the dog can be made available for sale; this decision must be made by a veterinary practitioner and brought to the attention of the prospective owner prior to sale; and
- (d) ensure that all dogs sold or given away are wormed and have a current vaccination certificate signed by a veterinarian stating that the animal has been vaccinated in accordance with the instruction of the manufacturers of the vaccine administered. Puppies must be vaccinated at least eight days prior to sale. The vaccination certificate must indicate the next date for further vaccination and any obvious physical defects; and
- (e) ensure that all dogs sold or given away are implanted with a permanent identification device. Any advertisement of a dog for sale must include the unique number contained in the microchip contained in the permanent identification device implanted in the dog, unless the dog is the subject of written veterinary advice that the health of the dog is liable to be significantly prejudiced if it is implanted with a permanent identification device; and
- (f) deliver to the Minister each year the organisation's annual report and a detailed report regarding all sales of guide dogs.

This exemption comes into effect on the date published in the Government Gazette.

Dated 19 March 2013

Responsible Minister:

PETER WALSH MLA

Minister for Agriculture and

Food Security

MATTHEW McBEATH
Clerk of the Executive Council

Magistrates' Court Act 1989

APPOINTMENT OF
JUSTICES OF THE PEACE

Order in Council

The Governor in Council under section 115(2) of the **Magistrates' Court Act 1989** appoints the following persons as Justices of the Peace in the State of Victoria.

GUYETT, Stacey Joanne

HARTELT, Penny Elise

KITUNGANO, Adam Mzee

MIAN, Afshan

MOLONEY, John Leslie

STUART, Francis William

Dated 19 March 2013

Responsible Minister:
ROBERT CLARK MP
Attorney-General

MATTHEW McBEATH
Clerk of the Executive Council

LATE NOTICES

Planning and Environment Act 1987

INDIGO PLANNING SCHEME

Notice of Preparation of Amendment

Amendment C56

Authorisation A02469

The Indigo Shire Council has prepared Amendment C56 to the Indigo Planning Scheme.

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

The land affected by the Amendment is Crown Allotments 7C and 12B Section A, Crown Allotment 18C Section B, Crown Allotments 307A, 317M, 317N, and part Crown Allotments 97L and 317L, Parish of Chiltern West.

The Amendment proposes to rezone surplus Department of Primary Industries land from Public Use Zone (PUZ7) (Other Public Purpose) to the Farming Zone (FZ).

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, Indigo Shire Council, 101 Ford Street, Beechworth, and 34 High Street, Yackandandah, and Indigo Shire Council Customer Service Centres, 153 High Street, Rutherglen, and 40 Conness Street, Chiltern, 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 24 April 2013. A submission must be sent to the Indigo Shire Council, PO Box 28, Beechworth, Victoria 3747.

IAN SCHOLES

Manager

Planning & Sustainable Development

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

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

30. *Statutory Rule:* Infringements
(General)
Amendment
Regulations 2013
- Authorising Act:* Infringements
Act 2006
- Date first obtainable:* 20 March 2013
- Code A*
31. *Statutory Rule:* Business Licensing
Authority
Regulations 2013
- Authorising Act:* Business Licensing
Authority Act 1998
- Date first obtainable:* 20 March 2013
- Code A*
32. *Statutory Rule:* Subdivision
(Registrar's Fees)
Amendment
Regulations 2013
- Authorising Act:* Subdivision
Act 1988
Transfer of Land
Act 1958
- Date first obtainable:* 20 March 2013
- Code B*
33. *Statutory Rule:* Architects
Amendment (Fees)
Regulations 2013
- Authorising Act:* Architects Act 1991
- Date first obtainable:* 20 March 2013
- Code A*
-

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